AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, November 6, 2024
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Pastor Zachary Edmonds with Bayside Community Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Farm-City Week
Farm-City Week Proclamation
b) Legislative: Register Your Emergency Contact Information Week
Register Your Emergency Contact Information Week Proclamation

4. PRESENTATIONS

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) Administrative Services: Resolution Number 24-41 - Pinnacle Group Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
Resolution 24-41
b) Administrative Services: Resolution 24-54 - CDBG 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER)
Resolution 24-54
c) City Administration: Amendment to Sarasota Bay National Estuary Program Interlocal Agreement
Amendment to Sarasota Bay National Estuary Program Interlocal Agreement
d) City Administration: 2025 City of Bradenton Official Calendar
2025 City of Bradenton Official Calendar

e) City Administration: Public Safety Operations Center (PSOC)/Forward Operating Base (FOB) Grant Acceptance from the Department of Justice (DOJ)
DOJ Grant Award 15JCOPS-24-GG-02145-TECP

f) City Administration: Resolution 24-93 - Health Insurance Stipend Policy Revision
Resolution 24-93 with the revised Health Insurance Stipend Policy

g) City Administration: Resolution 24-103 - Bradenton Community Gardens Program Membership Agreement Revision
Resolution 24-103
Bradenton Community Gardens Program Membership Agreement

h) Clerk: Minutes from the August 14, 2024 City Council Meeting
8-14-2024 City Council Meeting Minutes

i) Clerk: Minutes from the August 28, 2024 City Council Meeting
8-28-2024 City Council Meeting Minutes

j) Clerk: Minutes from the September 11, 2024 Budget Hearing
9-11-2024 Budget Hearing Minutes

k) Clerk: Minutes from the September 11, 2024 City Council Meeting
9-11-2024 City Council Meeting Minutes

l) Clerk: Minutes from the September 24, 2024 City Council Emergency Meeting
9-24-2024 City Council Emergency Meeting Minutes

m) Clerk: Minutes from the September 25, 2024 Budget Hearing
9-25-2024 Budget Hearing Minutes

n) Clerk: Minutes from the October 1, 2024 City Council Emergency Meeting
10-1-2024 City Council Emergency Meeting Minutes

o) Clerk: Minutes from the October 5, 2024 City Council Emergency Meeting
10-5-2024 City Council Emergency Meeting Minutes

p) Clerk: Minutes from the October 18, 2024 City Council Special Meeting
10-18-2024 City Council Special Meeting Minutes

q) Event Review Committee: Bradenton Alive Friendly City Music Festival
Bradenton Alive Friendly City Music Festival Application and Site Plan

r) Event Review Committee: Bradenton Alive New Year's Eve Celebration
Bradenton Alive New Year's Eve Application and Site Plan

s) Legislative: Resolution 24-100 - Affordable Housing Advisory Committee Appointment
Resolution 24-100 and Application

t) Planning & Community Development: Comprehensive Plan Analysis Letter
Comprehensive Plan Evaluation Letter

u) Planning & Community Development: Golden Meadows Final Plat (f.k.a. Jordan Creek West).
Subdivision Plat Application
Staff Report
Approval Letter from the City Surveyor

v) Police: Agreement with Florida High School for Accelerated Learning for School Resource Officer (SRO) Services

Agreement with Florida High School for Accelerated Learning

w) Police: Budget Adjustment BA24-14
Budget Adjustment BA24-14

x) Police: Real Time Crime Center Grant Acceptance from the Department of Justice (DOJ)
DOJ Grant Award 15JCOPS-24-GG-02150-TECP

y) Public Works & Utilities: FDEP Adaptation Plan Grant Agreement
FDEP Adaptation Plan Grant 24PLN41

z) Public Works & Utilities: Lift Station 4 Repair and Rehabilitation
Billing Summary from Bearing Point Construction, LLC
Proposal from Bearing Point Construction, LLC

aa) Public Works & Utilities: Manhole Lining Work Assignment in the LS14 Sewershed
Inliner Solutions Proposal
Manhole Lining Map

ab) Public Works & Utilities: Pipe Lining Work Assignment in the LS21F Water Shed
Proposal from Insituform
Pipe Lining Map

ac) Public Works & Utilities: Pipe Lining Work Assignment in the LS23 Sewershed
Insituform Proposal
Pipe Lining Map

ad) Public Works & Utilities: Underground Distribution Facilities Installation Agreement with Florida Power & Light (FPL) for Fire Station 2
Underground Distribution Facilities Agreement
Underground Easement

ae) Public Works & Utilities: Water Reclamation Facility Clarifier Construction Change Order (CO) No. 01
Change Order No. 01
Change Order No. 01 Attachments

af) Purchasing: Agreement PB-24-029NT with EWT Holdings III Corp. d/b/a Evoqua Water Technologies, LLC
PB-24-029NT with Evoqua Water Technologies, LLC

ag) Purchasing: Agreement PB-24-030MK with Odyssey Manufacturing Co.
PB-24-030MK with Odyssey Manufacturing Co.

ah) Purchasing: Agreement PB-24-034NT with Premier Magnesia, LLC.
PB24-034NT with Premier Magnesia, LLC

ai) Purchasing: Contract for Demolition of Public Works and Associated Structures
Contract with USA Fence Company

aj) Purchasing: Contract for State Lobbying Services with Ballard Partners, Inc.
Contract with Ballard Partners, Inc.

ak) Purchasing: Contract for State Lobbying Services with The Southern Group of Florida, Inc.

Contract with The Southern Group of Florida, Inc.

al) Purchasing: First Extension of RFP #23-009EJ with Matrix Consulting Group, LTD.
First Extension of RFP #23-009EJ with Matrix Consulting

am) Purchasing: Master Service Agreement (MSA) with OpenGov, Inc.
Master Services Agreement with OpenGov
OpenGov Statement of Work
Order Form with OpenGov

an) Purchasing: Recommendation for Award for RFP-24-028MK Subrogation Recovery Services

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

ADMINISTRATION OF THE OATH
Anyone wishing to address City Council during the following public hearings will please stand and raise your right hand: "Do you swear or affirm that the factual statements and representations which you are about to present to this board will be truthful and accurate?"

a) Planning & Community Development: **QUASI-JUDICIAL:** RESOLUTION 24-76 - PUBLIC HEARING
Resolution 24-76
Special Use Application
Staff Report
Presentation

b) Planning & Community Development: **QUASI-JUDICIAL:** RESOLUTION 24-77 - PUBLIC HEARING
Resolution 24-77
Special Use Application
Staff Report
Presentation

c) Planning & Community Development: **QUASI-JUDICIAL:** RESOLUTION 24-78 - PUBLIC HEARING
Resolution 24-78
Special Use Application
Staff Report
Presentation

d) Planning & Community Development: **QUASI-JUDICIAL:** FINAL ORDER 24-97, CASE AD.24.3736 - PUBLIC HEARING
Resolution 24-97
Staff Report
Form Based Code Adjustment Application
Presentation

e) City Administration: Affordable Housing Surplus Property Bid Review - PUBLIC HEARING

Affordable Housing Surplus Property Bids Presentation

f) Police: FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) - PUBLIC HEARING
Proposed Plan for the JAG Formula Program

g) Planning & Community Development: ORDINANCE 4050 - FIRST READING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 2.0 ADMINISTRATION AND PROCEDURES, AMENDING SECTION 2.1.3.1 "COMPOSITION AND TERMS OF TLPB MEMBERS" AND 2.1.3.3 "FUNCTIONS, POWERS, AND DUTIES."; AMENDING CHAPTER 4.0 GENERAL REGULATIONS 4.1.3.5 "SIDEWALKS"; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4050
Zoning Text Amendment Application
Staff Report

h) Planning & Community Development: ORDINANCE 4051 - FIRST READING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 10-FOOT ALLEY AS SHOWN ON THE PLAT OF THE HIGH SCHOOL ADDITION TO MANATEE, RECORDED IN BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED NORTH OF 5TH AVENUE DRIVE EAST, SOUTH OF MANATEE AVENUE EAST, WEST OF 2ND STREET EAST, AND EAST OF 1ST STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4051
Request to Vacate
Staff Report
Presentation

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

a) Police: West Coast Inland Navigation District (WCIND) Grant Acceptance
Subrecipient Agreement for WCIND Waterway Development Program

b) City Administration: Authorization to Negotiate Property Purchase for 504 9th Avenue West

c) City Administration: Disaster Recovery Emergency Program

d) City Administration: Emergency Procurement Report

9. UNFINISHED BUSINESS

a) City Administration: Authorization to Proceed with Purchase of 1307 9th Street West from RRMMS Properties, LLC

Boundary Survey
Title Commitment

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

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

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

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

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su

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

AT COUNCIL MEETING:

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

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

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

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

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

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

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of

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

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Farm-City Week

SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

ATTACHMENTS:
Farm-City Week Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Farm-City Week
November 9-23, 2024

Whereas, according to the 2022 Census for Agriculture, compared to 2017 there was an 8 percent decrease in the number of farms in Manatee County. In 2022, the percentage of farms that are family farms in Manatee County was about 90 percent, and about 30 percent of producers were new and beginning farmers; and

Whereas, this year's Farm-City Week celebration will highlight "Raising for a Reason: No Farmers No Food'' and will honor efforts in Manatee County to educate our youth to be able to take on the many important roles in agriculture and to highlight the importance of farmers and farmland for our food production; and

Whereas, Florida 4-H is the youth development program of Florida Cooperative Extension, a partnership between Manatee County Government and the University of Florida Institute of Food and Agricultural Sciences. The participants learn technical skills in agriculture, science, health and civic engagement with the mission to help youth gain the knowledge and life skills they need to be productive and responsible citizens; and

Whereas,. Florida FFA Association is an agricultural youth organization preparing members for leadership and careers in science, business and technology of agriculture; and

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

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim November 9-23, 2024, as ***Farm-City Week*** and urge all citizens to recognize the importance of providing opportunities for our future youth to learn the basic principles today so they may provide the resources for tomorrow.

Gene Brown
Mayor
November 6, 2024

AGENDA ITEM NO. 3.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Register Your Emergency Contact Information Week

SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A proclamation for "Register Your Emergency Contact Information Week."

ATTACHMENTS:
Register Your Emergency Contact Information Week Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Register Your Emergency Contact Information Week
October 14-19, 2024

Whereas, the Florida Department of Highway Safety and Motor Vehicles' Emergency Contact Information Program allows all individuals with a valid Florida driver license or identification card to voluntarily provide emergency contact information online at www.flhsmv.gov/eci, or when in an office to apply for a driver license or ID card; and

Whereas, registering your information in the State of Florida's award-winning ECI Program is a highly effective way to enhance the lives of Floridians by providing contact information to law enforcement officers during critical emergencies; and

Whereas, To Inform Families First (TIFF) was created by Christine Olson after losing her daughter, Tiffiany, in a fatal motorcycle crash in 2005 to ensure law enforcement officers have the information they need to notify loved ones when emergencies arise; and

Whereas, the Florida Department of Highway Safety and Motor Vehicles and TIFF have joined together to encourage all licensed drivers and ID card holders to register or update their information, which is stored in a secure database used only by law enforcement agencies; and

Whereas, many states, including Alabama, Arkansas, Colorado, Delaware, Illinois, Indiana, Kentucky, Minnesota, New Jersey, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Virginia and Wisconsin have joined the State of Florida in their endeavor to provide immediate contact information to families during a critical incident.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim ***October 14-19, 2024*** as ***Register Your Emergency Contact Information Week,*** and urges all citizens to join the 20 million registered Floridians participating in this program to ensure all families can be notified if an emergency should arise regarding their loved ones.

Gene Brown
Mayor
October 9, 2024

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution Number 24-41 - Pinnacle Group Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

SUGGESTED ACTION: Approve the $57,251.00 in SHIP funding for loan 2001 24th Avenue West.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $57,251.00 in Housing Rehabilitation (SHIP) funding to rehabilitate a single-family home located at 2001 24th Avenue West. The city was awarded SHIP funding from Financial Housing Finance Corporation through a competitive application process to preserve its affordable housing stock by providing funds for housing rehabilitation. The funding is provided to the homeowner as a deferred, forgivable loan.

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

ATTORNEY REVIEW/RECOMMENDATION:
The resolution has been reviewed by the City Attorney.

SUGGESTED MOTION:
Motion to approve Resolution 24-41.

ATTACHMENTS:

Resolution 24-41

CITY OF BRADENTON

RESOLUTION NUMBER 24-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION **LOAN 766D1** FOR **2001 24th Avenue West** FOR $57,251.00; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Homeowner **Keri Tucker**, **2001 24th Avenue West, Bradenton, Florida 34205** was determined eligible to receive assistance with rehabilitation of his home; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Pinnacle Group for $57,251.00 was determined to be the lowest, most responsive bid;

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan for **2001 24th Avenue West** for $57,251.00 for **Keri Tucker**;
2. The Mayor is authorized to execute this Resolution approving the funding;
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 6TH DAY OF NOVEMBER, 2024.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

Scott Rudacille
CITY ATTORNEY

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-54 - CDBG 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The Community Development Block Grant (CDBG) Consolidated Annual Performance & Evaluation Report (CAPER) describes housing-related activities the City undertook during the years 2023-2024. Approval of this performance report comes at the conclusion of a 15-day comment period.

FINANCIAL IMPACT:
Community Development Block Grant (CDBG) is funded from HUD.

ATTORNEY REVIEW/RECOMMENDATION:
This report and resolution have been reviewed by the City Attorney's office.

SUGGESTED MOTION:
Motion to approve Resolution 24-54 and authorize staff to submit the CAPER to HUD.

ATTACHMENTS:
Resolution 24-54

CITY OF BRADENTON

RESOLUTION NUMBER 24-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA APPROVING THE CITY OF BRADENTON'S COMMUNITY DEVELOPMENT BLOCK GRANT PR0GRAM 2023-2024 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has completed its Community Development Block Grant Program 2023-2024 Consolidated Annual Performance Evaluation Report (the "2023-2024 CAPER"); AND

WHEREAS, the 2023-2024 CAPER must be approved by the Mayor and City Council prior to its submission to the U.S. Department of Housing and Urban Development (HUD) for final review and approval.; AND

WHEREAS, the City Council for the City desires to approve the 2023-2024 CAPER Report.;

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

1. The City of Bradenton hereby approves the 2023-2024 CAPER attached hereto and incorporated herein as Exhibit "A";

2. The Mayor is authorized to execute this resolution approving the 2023-2024 CAPER and

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 6th DAY OF NOVEMBER 2024.
ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City continues to meet the needs of its low and moderate income residents through a variety of activities. Low and moderate income homeowners have been assisted with purchasing affordable homes through the city's partnership with Habitat for Humanity. Habitat for Humanity is building and purchasing homes to then sell to City residents. The City also uses its rehabilitation program to help residents with repairs and home maintenance. Many of the homeowners assisted through these programs are elderly and/or disabled. Also working to keep people in their homes was Meals on Wheels Plus. We want people to be able to age in place and remain in their homes. By having meals delivered to their homes, many seniors are able to remain independent. Nineteen individuals were served over 2,672 meals with funds from the CDBG program.

The Salvation Army provided shelter and case management to 13 individuals through CDBG funding. These individuals stayed a total of 364 nights.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)
Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Housing	Affordable Housing	CDBG: $	Rental units constructed	Household Housing Unit		0	0.00%			
Affordable Housing	Affordable Housing	CDBG: $191,837	Homeowner Housing Rehabilitated	Household Housing Unit	1	1	100%			
Affordable Housing	Affordable Housing	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted		0	0.00%			
Affordable Housing	Affordable Housing	CDBG: $26,393.20	Homelessness Prevention	Persons Assisted	12	0	0.00%			
Clearance	Non-Housing Community Development	CDBG: $	Buildings Demolished	Buildings		0	0.00%			
Blight/Code Enforcement	Non-Housing Community Development	CDBG: $95,000.00	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	100	51	51%			
Economic Development	Economic Development	CDBG: $	Jobs created/retained	Jobs		0	0.00%			
Economic Development	Economic Development	CDBG: $	Businesses assisted	Businesses Assisted		0	0.00%			
Homeless Needs	Homeless	CDBG:	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted						

Homeless Needs	Homeless	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
Homeless Needs	Homeless	CDBG: $15,000	Homeless Person Overnight Shelter	Persons Assisted	228 nights	364 nights	160%			
Homeless Needs	Homeless	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	2	2	100%			
Homeless Needs	Homeless	CDBG: $	Homelessness Prevention	Persons Assisted	0	0	0.00%			
Non-homeless Special Needs	Non-Homeless Special Needs	CDBG: $24,800	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	30	19	63.3%			
Public Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	0.00%			
Public Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

Housing and homeless needs continue to be high priority needs in the City of Bradenton. The City used its regular 2023-2024 year CDBG funds to address these needs and help individuals stay in their homes.

There is a deficit of affordable housing units in the city, particularly affordable rental units. The CRA has supported several affordable rental projects. The MET has 199 units of workforce housing -- up to 120% AMI. Other complexes include 920 Manatee with 137 units, Riverview 6 with 80 units and Astoria on 9th with 120 units.

The city completed an inventory of city-owned property and identified some parcels that would be suitable for affordable housing projects, and this list is available for affordable housing developers to review. These properties have the potential to bring additional affordable rental and homeownership units to the city.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	70
Black or African American	20
Asian	1
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total (subrecipient reports were not all broken out)	**91**
Hispanic	6
Not Hispanic	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	441,288	

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CENSUS TRACT 1.03	30		
Census Tract 7.03	30		
Census Tract 7.04	10		
Census Tract 7.05	30		Local Target Area

Table 4 – Identify the geographic distribution and location of investments

Narrative

Most housing activities took place in the city's low and moderate income census tracts, including housing activities that were funded through sources other than CDBG. Homeless activities, including homeless prevention activities also took place in these neighborhoods. The Salvation Army is located in census tract 1.03, but serves all of Bradenton. Meals on Wheels assisted low and moderate income seniors citywide, including some that were outside of the local target area.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

There were no matching requirements involved in the activities the city undertook in 2023-2024. However, federal funds leveraged state funds granted to the city's subrecipients so that they could carry out their activities.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	30	19
Number of Special-Needs households to be provided affordable housing units	30	19
Total	**60**	**38**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	1	1
Total	**1**	**1**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Meals on Wheels met the needs of 19 homebound seniors through its senior meals program. Their goal was 30 individuals. They were able to streamline some of the production which helped with expenses.

As far as the acquisition, production, and repair of housing units is concerned, these goals were not reached due to a combination of increased costs, and material and labor difficulties. The city uses its SHIP funding for acquisition, production, and repair of housing units. Habitat was awarded $191,837 in CDBG funding for the 2023-2024 program year. These funds went toward purchasing, rehabbing and selling affordable homes to City of Bradenton residents.

Discuss how these outcomes will impact future annual action plans.

The projected numbers for Meals on Wheels in the special needs category will be revised to show the need and ability to assit more individuals. Non-homeless numbers may be met in other categories, most likely the housing units rehabilitated. Several of the homes repaired by the city and Habitat for Humanity are owned by elderly or disabled residents, and the repair work can include accessibility improvements, mostly in the bathroom. These changes make the home safer and more usable for these residents. There is a possibility that a community agency could propose a non-homeless project, and then their proposed numbers will be included in the Action Plan.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	13	0
Low-income	20	0
Moderate-income	0	0
Total	**0**	**0**

Table 7 – Number of Households Served

Narrative Information

The households assisted through The Salvation Army were almost all extremely low income. Habitat for Humanity served 1 low income household. Since Meals on Wheels serves homebound seniors, all of them are considered low income.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Salvation Army operates an emergency shelter, and has programs to help families regain self-sufficiency. They also received funding from CDBG for homeless individuals. They provided 364 shelter nights to 13 individuals this program year. The Bradenton Police Department worked with 56 homeless individuals to offer assistance and referrals.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Salvation Army operates a self-sufficiency program for families called Pathway of Hope. This program works with families to develop an action plan, along with connection to services and case management to help them attain self-sufficiency. They also have shelters for women and children and for men.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Salvation Army works with people who are homeless. They also provide shelter for men and woman and children.

Housing is a great need in Bradenton -- affordable housing especially. Helping individuals stay in their homes is critical. We encourage homeownership and partner with Habitat for Humanity to assist low income residents in becoming homeowners.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Salvation Army offers a program for single mothers to transition from housing at their facility to permanent housing. This program offers shelter, along with training in budgeting and employment soft skills in order to assist these families with becoming self-sufficient. They operate a homeless prevention program that assists people who are at risk of homelessness due to unexpected circumstances. The case managers work with applicants to develop a household budget to prevent the possibility of homelessness in the future. The City Of Bradenton has funded these programs out of its CDBG and SHIP programs.

The City of Bradenton also funds through CDBG a blight/code enforcement position to proactively deal with abandoned homes to make communities safer. The officer also refers homeless individuals to the Salvation Army to receive shelter and case management assistance.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The city will post flyers when the two local public housing agencies are taking applications for their public housing waiting lists. The city also directs people who inquire about subsidized housing to contact these agencies regarding their needs.

The availability of housing that is affordable, decent, safe and sanitary continues to be a need of the PHAs' Housing Choice Voucher programs, so the city's support of affordable rental properties is important to meeting this need.

Other developers have approached the city about infill projects that would be affordable rentals, and the city is working with these developers, offering incentives to offset some of the acquisition and construction costs of these developments to make them feasible. The city will continue to look at these types of projects and to take the steps necessary to ensure long-term affordability, particularly if incentives are provided to the developer.

The CRA has provided financial assistance for new affordable housing and the City has assisted through the waiver of impact/permit fees. These efforts have created a total of 743 affordable and workforce housing units.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Both agencies have residents on their board of commissioners. These commissioners participate in providing leadership for the housing agencies, setting policy, and approving budgets for the agencies' operations. They are appointed by the city's Mayor.

During 2023-2024, the city advised Manatee County Housing Authority and Bradenton Housing Authority when funds were available for purchase assistance. The city will continue to advertise when funds are available for homeownership assistance, and will advise the housing authorities of the availability of these funds.

Actions taken to provide assistance to troubled PHAs

Neither the Bradenton Housing Authority nor the Manatee County Housing Authority are considered troubled agencies by the Department of Housing and Urban Development.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The city's Affordable Housing Advisory Committee recently completed its review of the city's affordable housing incentives, and a public hearing to gather citizen comment regarding the report will be held November 21, 2024. The report will be submitted to the Mayor and City Council December 18, 2024 for approval, and then will be submitted to the Florida Housing Finance Corporation by December 31, 2024.

The city will work with developers to see what sort of incentive(s) work best with the project they are wanting to develop. These incentives are secured with an agreement to ensure continued affordability. Since the city is mostly built out, many of these projects end up being redevelopment projects. Some of the projects being proposed are tax-credit financed projects for affordable rental housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Shelter for people who are homeless, particularly intact families, large families, and fathers with children continues to be an underserved need within the City of Bradenton. The city will continue to assist with this need, at least on a temporary basis by funding local nonprofits who provide temporary shelter for these families while they search for longer term solutions.

The production of rental and homeownership housing that is affordable to low and moderate income families fulfills another underserved need. The city will continue to review these types of projects as they are submitted for funding and continue to partner with Habitat for Humanity who works to promote home ownership with their build and rehabilitation projects.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The city requires lead-based paint testing for all properties built before 1978 that are repaired through its housing rehabilitation program. Homes will be remediated as necessary.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Nonprofits, such as The Salvation Army, Step Up Suncoast, Community Solutions 360 and Habitat for

Humanity offer programs on financial literacy and financial management so that low income families can learn to manage their limited resources effectively. CareerSource Suncoast offers a number of skills training classes, so that families can learn new job skills to lift themselves out of poverty. Turning Points also assists people who are homeless with computer access, an address to receive mail, and job necessities such as shoes, clothing, bus passes, and identification cards. All of these activities help families to improve their financial situation and escape poverty.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The city will continue to identify and meet the needs identified in its Plans by engaging local nonprofits during the planning process and to carry out activities that meet these needs. The city will also collaborate with these nonprofits on activities as appropriate. Over the past year, the city and Habitat for Humanity have traded referrals for housing rehabilitation projects and have discussed purchase assistance for Habitat homebuyers.

Public input is also solicited at different stages in the planning process, through citizen outreach sessions and a public hearing prior to approval of the Plans by the Mayor and City Council. The purpose of these meetings is to gather information on the needs of the community, so that when applications are submitted the city is able to select projects that meet these needs.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Social service agencies, such as Turning Points and Salvation Army advise Manatee County Housing Authority and Bradenton Housing Authority of funds available for deposit assistance for Housing Choice Voucher residents. The city has provided funding for these activities, but the funding is restricted to people who are renting within the city limits.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Some of the impediments identified in the city's Analysis of Impediments to Fair Housing (2010), such as predatory lending practices, have been taken care of through federal banking regulations. However, housing affordability continues to be a barrier to housing in general, so that is why the city has been condidering more affordable housing developments, including housing for homeownership.

Along with reviewing affordable housing projects, the city has been more active in making devlopers

aware of what incentives are available to them for affordable housing development. The city also advises them of what is allowable under the Land Development Code and what incentives will work best with the type of project the developer is planning on undertaking.

Financial literacy was identified as an impediment to attaining housing. The city previously funded Community Solution 360 to provide housing counseling, and this included financial literacy eduction. Habitat for Humanity makes financial literacy education part of it homeownership counseling for first-time home buyers. Salvation Army makes financial literacy and budgeting part of the curriculum for their programs. For their homeless prevention program, they work with recipients on developing a household budget to decrease the possibility of falling behind on their rent in the future. The city will continue to provide funding to local nonprofits engaged in financial literacy training as applications are received.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The city requires quarterly progress reports from all of its subrecipients in order to determine whether or not they are working toward meeting their goals. Technical assistance is provided on an as-needed basis. Payment requests also include information on the number of people served, and how they were served, so that the city can see that the funding is being used as intended. These payment requests are scrutinized against the project budget to ensure that the funding requested follows the budget.

Both desk monitoring and on-site monitoring are used, with on-site monitoring important for new subrecipients. Desk monitoring is used for established subrecipients, although an on-site monitoring visit with them is scheduled every third year. This enables the city to further ensure that they achieving compliance with program requirements.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The Consolidated Annual Performance Evaluation Report (CAPER) is available for review for 15 days, and this availability is advertised in the local papers in English and Spanish. It is also advertised that the CAPER is available for review at the Manatee County Central Libarry on Barcarrota Blvd. This year the public comment period began October 11 and ended October 26. A public hearing was held November 6 to provide residents with an opportunity to make oral comments regarding the activities that took place during the 2023-24 program year. Comments could have also been emailed to Pam Skelding, Housing and Community Development Manager, at pamela.skelding@bradentonfl.gov.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Program objectives remained the same during the year. The city and its subrecipients achieved their goals of meeting the priority needs identified in the Consolidated Plan and the Action Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					

Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

Our programs for this year did not create jobs.

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Tamara Melton, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment to Sarasota Bay National Estuary Program Interlocal Agreement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Pursuant to Article Nine section 9.4 the funding of the Parties established October 1, 2004, through the term of the Agreement will be funded by government agencies. The City of Bradenton agreed to fund $15,000 per year and the amendment would change the City's contribution to $25,000 per year.

FINANCIAL IMPACT:
The agreement would increase the City's contribution by $10,000.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve the Amendment to Sarasota Bay National Estuary Program Interlocal Agreement.

ATTACHMENTS:
Amendment to Sarasota Bay National Estuary Program Interlocal Agreement

AMENDMENT TO
SARASOTA BAY NATIONAL ESTUARY PROGRAM
INTERLOCAL AGREEMENT

The Sarasota Bay National Estuary Program (SBNEP) Interlocal Agreement was executed and made effective October 1, 2004, (Agreement) by and between the following governmental entities: 1. City of Sarasota, a Florida municipal corporation; 2. City of Bradenton, a Florida municipal corporation; 3. Florida Department of Environmental Protection, a Florida state agency; 4. Sarasota County, a Florida political subdivision; 5. Manatee County, a Florida political subdivision; 6. Southwest Florida Water Management District, a public corporation of the State of Florida, and 7. Town of Longboat Key, a Florida municipal corporation, (collectively the "Parties" and each singularly a "Party").

1. Pursuant to Article Five Section 5.2 of the Agreement, The SBNEP possesses the responsibility to perform functions not inconsistent with the Agreement including providing that the Policy Board and the Management Board unanimously agree to adopt, change, amend and repeal any terms and provisions of the Agreement.

2. Pursuant to Article Nine section 9.4 the funding of the Parties established October 1, 2004 through the term of the Agreement will be funded by the Parties. Annual goals or targets for local contributions were established as follows:

Manatee County	$50,000
Sarasota County	$50,000
City of Sarasota	$33,000
City of Bradenton	$15,000
Town of Longboat Key	$15,000
Southwest Florida Water Management District	$133,000

3. Pursuant to Article Thirteen, the Agreement may be modified, altered or amended only by a written instrument subsequently executed by the parties hereto. The Parties hereto wish to amend the Agreement solely for the purpose to update the annual goals or targets currently identified for contribution to the SBNEP for its continued operation and implementation of its responsibilities to implement the CCMP and any other responsibility consistent with the Agreement. The following will be the goals and targets as agreed by the Parties as evidenced by the execution of this Amendment by each. The following have been agreed by the Parties:

Manatee County	$80,000
Sarasota County	$80,000
City of Sarasota	$50,000
City of Bradenton	$25,000
Town of Longboat Key	$25,000
Southwest Florida Water Management District	$133,000

4. Therefore, Article Nine section 9.4 is amended as follows:

9.4 Term Funding. *Subject to the provisions of Section 9.5 below, (of the Agreement) from the effective date of this Amendment, through the end of the term of the Agreement, all budgeted costs will be funded by SWFWMD, FDEP, Manatee and Sarasota County and the Cities of Sarasota and Bradenton. Annual goals or targets for local contributions will be made as follows: Manatee County $80,000, Sarasota County $80,000, City of Sarasota $50,000 and City of Bradenton $25,000, Town of Longboat Key $25,000, and SWFWMD $133,000 annually. The Policy Board also agrees to continue to work toward identifying matching resources for the Federal EPA grant to maximize the use of local funds.*

5. The remaining terms, covenants and conditions set forth in the existing Agreement that have not been specifically identified to be amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the Parties hereto.

6. The Agreement dated October 1, 2004 is attached hereto and incorporated herein as integral to this Amendment.

7. Pursuant to sections 13.13 and 13.14 of the Agreement, this Amendment will not be effective nor will it have any force and effect until all Parties have duly executed this Amendment and filed the Amendment pursuant to section 13.14 of the Agreement.

8. This Amendment may be executed in one or more counterparts, each of which may be executed by less than all the parties but all of which shall be construed together as a single instrument. This Amendment shall be come effective upon the exchange of original counterpart signature pages signed by all the parties, but if such initial exchange occurs by facsimile, original signature pages will be exchanged within ten days of the date thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this amendment to be executed under seal and it shall become effective upon completion of execution of all Parties and filing of the document in accordance with the sections above indicated.

Remainder of this page left blank intentionally

City of Bradenton, a Florida municipal corporation

By: _____
Signature

Title: _____

Attest: _____
Signature

Title: _____

(SEAL)

APPROVED AS TO FORM
Signature

_____
Name Legibly Printed, Typewritten or Stamped

43
D.E.P.
JUL 1 2 2004
Southwest District Tampa

SARASOTA BAY NATIONAL ESTUARY PROGRAM INTERLOCAL AGREEMENT

This Sarasota Bay National Estuary Program Interlocal Agreement (the "Agreement") is executed and made effective the 1st day of October, 2004, by and between the following governmental entities: 1. City of Sarasota, a Florida municipal corporation; 2. City of Bradenton, a Florida municipal corporation; 3. Florida Department of Environmental Protection, a Florida state agency; 4. Sarasota County, a Florida political subdivision; 5. Manatee County, a Florida political subdivision; 6. Southwest Florida Water Management District, a public corporation of the State of Florida, 7. Town of Longboat Key, a Florida municipal corporation, (collectively the "Parties" and each singularly a "Party"); and the following recitation of facts are provided in support of this Agreement:

(A) The Sarasota Bay National Estuary Program was established in 1989 to assist the Sarasota Bay area in developing a comprehensive plan to restore and protect Sarasota Bay. The Sarasota Bay National Estuary Program is governed by a Policy Committee and advised by a Management Committee. The Sarasota Bay National Estuary Program is a part of a national network of twenty-eight (28) estuary programs established under the Federal Clean Water Act and administered nationally by the United States Environmental Protection Agency.

(B) Local government and regulatory agency participants in the Sarasota Bay National Estuary Program consisting of the Parties described in the Preamble above, as well as the United States Environmental Protection Agency, U.S. Fish and Wildlife Service, Florida Fish and Wildlife Commission, Florida Marine Research Institute and the United States Army Corps of Engineers, have developed and unanimously adopted a Comprehensive Conservation & Management Plan for Sarasota Bay, known as *Voyage To Paradise Reclaimed*, dated June 1995, (the "CCMP"), and are committed to its successful implementation. The CCMP seeks to ensure that Sarasota Bay's environmental quality improves as a vibrant part of the region's environmental and economic landscape by preserving and enhancing its role as a recreational resource, and home for fish and wildlife.

(C) The CCMP presents goals for the improvement of Wastewater Treatment and Reclamation, Storm water Treatment and Prevention, Freshwater and Saltwater Wetlands, Fisheries and Other Living Resources, Recreational Use and Governance, which will be reexamined at least once every five (5) years and updated as appropriate. To achieve the CCMP goals, this Agreement emphasizes regional cooperation and regulatory flexibility that allows the Parties to select cost-effective and environmentally beneficial bay improvement options for their communities, so long as the goals of the CCMP are met.

(D) The parties to the CCMP and this Agreement endeavor to be the second National Estuary Program to adopt a binding agreement to ensure that the CCMP is properly and effectively implemented.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and adequacy acknowledged by them, the Parties agree as follows:

ARTICLE ONE – INTRODUCTORY PROVISIONS

1.1 **Recitals.** The statements contained in the recitation of facts set forth above (collectively the "Recitation of Facts") are true and correct, and are hereby made a part of this Agreement by this reference.

1.2 **Exhibits.** The exhibits, which are attached to this Agreement, are by this reference made a part hereof.

1.3 **Abbreviations and Definitions.** The following abbreviations and definitions will be used for purposes of this Agreement, and will not constitute separate agreements unless otherwise stated below:

(a) The abbreviations and definitions contained in the Preamble will be used for purposes of this Agreement.

(b) The abbreviations and definitions contained in the Recitals will be used for purposes of this Agreement.

(c) The term "Act" means Section 163.01, Fla. Stat., known as the "Florida Interlocal Cooperation Act of 1969".

(d) The term "Action Plan(s) means the comprehensive action plans developed by each of the Parties which set forth the individual initiatives and strategies each Party will undertake to attain the CCMP Goals, subject to prior approval as set forth below.

(e) The term "Action Plan Supplement(s)" means the annual supplements to each of the Parties' Action Plans that set forth specific projects they will implement to attain the CCMP Goals.

(f) The term "Agreement" means this Interlocal Agreement between the Parties as it is presently constituted or as it may be amended from time to time.

(g) The term "Army Corps" means the United States Army Corps of Engineers, a federal agency.

(h) The term "Bradenton" means the City of Bradenton, a Florida municipal corporation.

(i) The term "CCMP" means the Comprehensive Conservation and Management Plan, dated June 1995, unanimously approved by the Parties, as amended from time to time.

(j) The term "CCMP Goals" or "Goals" means those goals of the CCMP set forth in Exhibit A, as amended from time to time.

(k) The term "Cities" means collectively the City of Sarasota and City of Bradenton.

(l) The term "Citizens Advisory Committee" means a committee formed to provide citizen input to the process.

(m) The term "Counties" means collectively Manatee County and Sarasota County.

(n) The term "EPA" means the United States Environmental Protection Agency, a federal agency.

(o) The term "Effective Date" means the date that all Parties have duly executed this Agreement and filing has occurred pursuant to Section 13.14 below.

(p) The term "FDEP" means the Florida Department of Environmental Protection, a Florida state agency.

(q) The term "FMRI" means the Florida Marine Research Institute, an institute of the Florida Fish & Wildlife Conservation Commission.

(r) The term "FWC" shall mean the Florida Fish and Wildlife Commission, a constitutionally created Florida state commission.

(s) The term "Local Governments" means collectively the Cities and the Counties.

(t) The term "Longboat Key" means the Town of Longboat Key.

(u) The term "Management Board" means the new board for the NEP Entity that will replace the Management Committee, as set forth in Article Five below.

(v) The term "Management Committee" means the existing Management Committee of the NEP, which will be replaced under this Agreement by the Management Board for the NEP Entity under Article Five below.

(w) The term "Manatee" means Manatee County, a Florida political subdivision.

(x) The term "NEP Entity" means the interlocal entity formed pursuant to this Agreement and Section 163.01, Fla. Stat., which will be known as the Sarasota Bay Estuary Program.

(y) The term "Water Quality Consortium" means that a task force will convene to address water quality improvement.

(z) The term "Policy Board" means the new board of the NEP Entity that will replace the Policy Committee, all as set forth in Article Five below.

(aa) The term "Policy Committee" means the existing Policy Committee of the NEP which will be replaced under this Agreement by the Policy Board for the NEP Entity under Article Five below.

(bb) The term "Regulatory Agencies" means the governmental agencies with regulatory authority over the activities of some of the other Parties, including FDEP and SWFWMD.

(cc) The term "SBNEP" means the Sarasota Bay National Estuary Program, an intergovernmental task force.

(dd) The term "Sarasota" means Sarasota County, a Florida political subdivision.

(ee) The term "Streamlined Permitting" means the expedited permitting process described in Section 8.3 below.

(ff) The term "SWFWMD" means the Southwest Florida Water Management District, a public corporation of the State of Florida.

(gg) The term "TAC" means the Technical Advisory Committee comprised of representatives from the technical community.

(hh) The term "U.S. F&WS" means United States Fish and Wildlife Service, a federal agency.

ARTICLE TWO -- INTERLOCAL AGREEMENT

2.1 **Interlocal Agreement.** This Agreement is an interlocal agreement, as contemplated by the Act, and pursuant to the authority of subsection (4) of the Act, all of the Parties qualify to be a part of this Agreement under such Act.

2.2 **Immunity.** Pursuant to subsection (9) of the Act, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agent or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies will apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of this Agreement.

ARTICLE THREE -- TERM

3.1 **Term.** The term of this Agreement is perpetual, commencing on the "Effective Date". The last day of the Agreement will be referred to below as the "Termination Date".

3.2 **Sundown Review.** This Agreement will be subject to a review by the Policy Board five (5) years from the Effective Date of this Agreement and on the same day of each five (5) year period thereafter at which time the Policy Board will evaluate the appropriateness and effectiveness of this Agreement and the NEP Entity. The Policy Board will vote by majority vote on whether to terminate this Agreement, amend this Agreement or to allow the status quo to prevail. Should no action occur, this Agreement will continue for another five-year period.

ARTICLE FOUR – CCMP

4.1 **Adoption of CCMP Goals and Priorities.** The Parties hereby agree that the goals and priorities (collectively the "Goals") for Sarasota Bay described in the CCMP and amplified in Exhibit A are approved and adopted. The Goals address issues intended to sustain - a healthier bay that will support both recreation and commerce, focusing on seagrass and nutrient load management, coastal habitats, toxic contaminants, atmospheric deposition, fish and wildlife, recreation and education. The Goals will be achieved in the manner described in Section 4.3 below and in Article Seven. The Parties agree to use their best efforts to achieve the Goals within the time periods prescribed, and will work cooperatively to achieve all of the Goals applicable to them in a cost-effective manner. Additionally, the Parties agree to work together in good faith and through their best efforts to address other actions and recommendations in the CCMP not reflected in Exhibit A.

4.2 **Modification.** The CCMP and its incorporated Goals for Sarasota Bay will not be amended, changed, extended, modified or supplemented without the unanimous written consent of all of the Parties. The Goals will be reexamined by the NEP at least once every five (5) years in light of new knowledge or changed circumstances and updated accordingly. The Policy Board may elect by a majority vote to reexamine the Goals more frequently. When it has been determined by the Policy Board that a particular Goal has been met, the Goal will be restructured to provide for ongoing maintenance of the resource.

4.3 **Goals: Achievement.** It is contemplated that all Goals will be collectively achieved by the Parties. It is contemplated this will foster joint cooperation among the Parties and joint restoration and pollution reduction projects where reasonable and cost effective. If a cumulative goal is not met within its stated goal period, then the NEP Entity will develop the additional projects necessary to address the shortfall, including the funding sources, subject to the approval of the Policy Board.

4.4 **Water Quality Management Consortium Responsibilities.** The Water Quality Management Consortium (Exhibit B) is expected to develop an Action Plan by resolution concurrent with the adoption of this Agreement to address the goals for cumulative water quality improvement in bay segments verified by FDEP as impaired. Those Consortium members who are also Parties to this Agreement will incorporate appropriate elements of the Action Plan into their own Action Plans within the later of sixty (60) days of the Effective Date of this Agreement or the adoption of the Water Quality Management Action Plan for "impaired" waters. Such

Action Plan is subject to the approval by majority vote of both the Policy Board and the Management Board. In the event of any inconsistency between the provisions of this Agreement and any agreement that may be adopted by the Consortium, including, without limitation, water quality goals, the provisions of this Agreement will control and prevail.

4.5 **Prospective Application.** This Agreement is to be of prospective application only. Any actions authorized by FDEP permits or permits issued by other permitting agencies issued in response to permit applications filed prior to the effective date of this Agreement, whether or not such applications were deemed complete by FDEP or other permitting agencies by that date, will not be considered inconsistent with any CCMP goals, either allocated or unallocated, or requirements of this Agreement. Furthermore, any progress made toward implementing CCMP goals, allocated or unallocated or requirements of this Agreement, will be measured based upon an assumption that actions authorized by the permits referred to in this Section were occurring as of the effective date of this Agreement.

4.6 **Existing Projects.** The Parties will be able to take into account in their Action Plan, projects that accomplish their designated responsibilities to the extent that such projects were completed and became operational on or after July 1, 1995.

ARTICLE FIVE -- STRUCTURE OF THE NEP

5.1 NEP Entity. The Parties agree to the formation of the NEP Entity to be known as the Sarasota Bay Estuary Program pursuant to the authority of Section 7 of the Act.

5.2 NEP Entity. The NEP Entity will be created under authority of subsection (7) of the Act. The NEP Entity will have those powers specifically described in or contemplated by this Agreement.

(a) The NEP Entity will:

(i) Have the powers and be in compliance with subsection (5) of the Act;

(ii) Determine, adopt and implement a personnel policy for the recruitment, retention, supervision, discipline and evaluation of the NEP Entity employees;

(iii) Make purchases and enter into contracts in a manner to be determined, adopted and implemented by the NEP entity;

(iv) Determine the manner of acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property;

(v) Determine the manner of the acceptance of gifts, grants, assistance funds or bequests;

(vi) Determine the manner of submission of requests for federal, state, regional, local government or other aid or grants, except as otherwise specifically described in this Agreement;

(vii) Determine the manner of responding for any liabilities that may be incurred through performance under this Agreement;

(viii) Determine the manner in which strict accountability of all funds will be provided and the manner in which reports, including an annual independent audit, of all receipts and disbursements will be prepared and presented to the NEP Entity and all Parties; and

(ix) Determine, adopt and implement all other necessary and proper matters not otherwise listed above.

(b) The NEP Entity will not promulgate, issue or make rules or regulations, bonds, tax, charge rates, fees or rents, condemn or assume any additional governmental powers by the other Parties except as specifically allowed by this Agreement;

(c) All of the tangible personal property and copies of all records of the City of Sarasota used specifically by or for the NEP and the NEP Entity employees will be transferred by the City of Sarasota to the NEP Entity by the date described in Section 5.8 below (with the consent of EPA first being obtained as applicable). It is the intent that tangible personal property paid by funds of the NEP will be transferred to the NEP Entity in the manner described in Section 5.8 below;

(d) In the event there are surplus funds held by the NEP Entity, they will be used in the manner determined by the Policy Board, consistent with applicable laws and regulations;

(e) The adjudication of disputes or disagreements, the effects of failure of adjudicated parties to pay their share of the cost or expenses and the rights of other Parties in such cases is specifically described in or contemplated by this Agreement;

5.3 **NEP Entity Functions and Responsibilities.** The NEP Entity will have the following functions and responsibilities, to the extent such functions and responsibilities are not inconsistent with the Act or any provision of applicable law:

(a) To make and enter into contracts and assume such other functions as are necessary to carry out the provisions of any contracts entered into by the NEP Entity;

(b) To employ agencies or employees and establish salaries and personnel and employee benefit programs for such full time and temporary employees as are necessary to carry out the functions of the NEP Entity;

(c) To acquire, lease, construct, manage, maintain or operate buildings, works or improvements;

(d) To purchase, receive, or otherwise acquire, own, hold, sell, convey, lend, or otherwise dispose of, real, tangible or intangible personal property, or any legal or equitable interest in such property wherever located, and to the extent the Parties all have such power, to mortgage, pledge, or create a security interest in such property;

(e) To incur debts, liabilities, obligations, borrow money, issue notes and other obligations, and to the extent the Parties all have such power, to secure any of its obligations by mortgage or pledge of any of its property, income and make contracts of guaranty and suretyship which do not constitute the debts, liabilities or obligations of any of the Parties;

(f) To adopt policies or procedures or rules pertaining to any of its operations and to conduct its business, locate offices, and exercise the powers granted by law;

(g) To acquire and to perform all the things necessary to carry out the purposes of this Agreement separately or in conjunction with any of the Parties;

(h) To conduct and pay for studies, plans and designs to effectuate the purpose of the NEP Entity, which action may include, but are not limited to, work plans for staffing, financing, research, advertising and marketing projects;

(i) To enter into interlocal agreements, or other contracts with public or private entities, if necessary, for the purposes described in this Agreement;

(j) To establish any future plan for participation of the Parties to effectuate the terms and provisions of this Agreement, including plans for any additional funding needed to effectuate the terms and provisions of this Agreement;

(k) To appear on its own behalf before boards, commissions, departments, or other agencies of municipal, county, state, or federal government;

(l) To request or accept any grant, payment, or gift, of funds or property made by the State of Florida, or by the United States or any department or agency thereof or by any individual, firm, corporation, municipality, county, or organization for any or all of the purposes of the NEP Entity; and to expend such funds in accordance with the terms and conditions of any such grant, payment, or gift, in the pursuit of its administration or in support of the terms and provisions of this Agreement. The NEP Entity will separately account for the public funds and the private funds deposited into any authorized public depository;

(m) To provide that the Policy Board and the Management Board unanimously agree, to adopt, change, amend, and repeal any terms and provisions of this Agreement;

(n) To sue and be sued, complain, and defend in its entity name;

(o) To transact any lawful business that will aid governmental policy; and

(p) To make payments or donations or do any other act not inconsistent with law that furthers the affairs of the NEP Entity.

5.4 **Policy Board.** Initially, the Board of Directors of the NEP Entity will be made up of six (6) voting directors representing the Cities, Counties, FDEP and SWFWMD (collectively the "Policy Group Member(s)"), and one non-voting participant representing the EPA, and will be known as the "Policy Board." Each Policy group member will be appointed by their organization to act as their representative. Each Policy Group Member and the EPA shall appoint an alternate representative for the Policy Board to serve when their actual representative is not available. Each Policy Group Member and the EPA may change the initial or alternative representative from time to time, but must provide a minimum of two (2) business days prior written notice executed by a duly authorized representative before any meeting. The Policy Board will have policy-making powers for the NEP Entity, in addition to those powers explicitly set forth in this Agreement. The Policy Board of the NEP Entity will replace the existing Policy Committee. Except as otherwise specifically set forth herein, a quorum for meetings and all votes will be by a majority of the board members, with the exception that the EPA representative will not vote nor be counted for purposes of a quorum. All members of the Policy Board will serve without compensation.

5.5 **Management Board.** Initially, the Management Board of the NEP Entity will consist of representatives of each of the Parties (each of which will be voting members), the existing Chairs of the TAC and CAC (both defined in Section 5.7 below) and FMRI (each of which will be voting members) and representatives of the Army Corps, U.S. F&WS and EPA (who all will be nonvoting members) (the "Management Board"). The actual representatives of each of the Parties and the Army Corps, U.S Fish and Wildlife Service and EPA will be appointed by such Management Board member from time to time. Each of the Parties and the Army Corps, U.S. F&WS and EPA will also appoint an alternate member to the Management Board from time to time, to serve when the actual representative is not available. The TAC and CAC chairs will also have voting authority on the Management Committee. Each of the Parties and EPA may change either their initial or alternate representatives from time to time, but must provide a minimum of two (2) days prior written notice executed by a duly authorized representative before any meeting. The Management Board will have managerial powers for the NEP to the extent delegated by the Policy Board, in addition to those powers explicitly set forth in this Agreement. The Management Board will replace the existing Management Board. Except as otherwise specifically set forth herein, a quorum for meetings and all votes will be by a majority of the board members. All members of the Management Board will serve without compensation.

5.6 **Officers.** The Policy Board will elect (i) a chair or chairs of the Policy Board; (ii) other Policy Board officers; and (iii) and officers of the NEP Entity. The Management Board will elect (i) a chair or chairs of the Management Board; and (ii) other Management Board officers. Until the EPA ceases funding under Article Nine below, the FDEP Representative on both the Policy Board and the Management Board will serve as Co-Chair with EPA; alternating

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meeting oversight.

5.7 **Committees.** The Policy Board or the Management Board at the direction of the Policy Board, may continue such existing advisory committees, as it deems necessary, including without limitation, the Technical Advisory Committee ("TAC") and the Citizen Advisory Committee ("CAC"). All members of committees will serve without compensation.

5.8 **Transition and Administrative Support.** The staff of the current NEP will become the staff of the NEP Entity. Within six (6) months of the full execution of this Agreement, the Policy Board will approve an Operating Procedures Manual establishing procedures the NEP Entity will follow in its operations, including hiring/termination, pay/compensation, benefits, procurement of services and general policies. Within the period of three (3) to nine (9) months after the full execution of this Agreement, the NEP Entity will enter into agreements with third parties to provide administrative support for the NEP Entity, the Policy Board and the Management Board in accordance with the Operation Procedures Manual. Transfer of NEP staff, office equipment and furniture, NEP funds, and other assets of the NEP along with the responsibilities for grants, contracts, and other legal documents in the name of City of Sarasota on behalf of the NEP from the City of Sarasota to the NEP Entity will be effective on the date the administrative support agreement becomes effective.

5.9 **Limitations of Powers.** The NEP Entity will have no powers of taxation, regulation or eminent domain.

5.10 **Additional Board Members.** Should other governmental entities or regulatory agencies or private industry entities desire to become a party to this Agreement and members of the Policy Board, the representation must be unanimously approved by the Policy Board in its sole and absolute discretion. Such Party must comply with all of the provisions of this Agreement and be willing and able to contribute its pro-rata share of the funding. The funding ratios in Article Nine below will be amended accordingly to reflect any new Policy Board Members' obligations, as of the first day of the next fiscal year of the NEP Entity. Once an entity is approved they will become a member of the NEP Entity, of the Policy Board and of the Management Board with the same voting rights as the existing members of such entities or boards. Should other governmental entities or regulatory agencies or private industry entities desire to become a party to this Agreement and member of the Management Committee (and not contribute funding) they must be unanimously approved by the Policy Board and the Management Board. Once an entity has approval, they will become a member of the Management Board with the same voting rights as the existing members.

5.11 **Fiscal Year.** The NEP Entity will have a fiscal year ending September 30 of each year.

5.12 **Budgets.**

(a) During the month of June and following preparation of a tentative budget, the Policy Board will publish a notice of its intention to adopt a tentative budget. Following an appropriate hearing, the Policy Board will adopt a tentative budget each year during the month of

June for the NEP Entity covering its proposed operation and requirements for the next ensuing fiscal year.

(b) The Policy Board will give consideration to objections filed against the budget and in its discretion, may amend the tentative budget. The Policy Board, by September 30th following appropriate notice and hearing, will adopt a final budget for the NEP Entity, which will thereupon become the operating and fiscal budget for the NEP Entity for the ensuing fiscal year.

(c) The Policy Board will provide copies of the tentative budget to the Parties, as well as the Army Corps, U.S. F&WS and EPA, and the tentative budget will be accompanied by the estimated annual contribution of each of the Policy Board Members. The notice will set forth the tentative budget in full, and will be noticed to the general public that on a date and at a place appearing on the notice, opportunity will be afforded to the public to appear before the Policy Board and submit any objections or comments to the proposed budget. The notice will be published once a week for two consecutive weeks in any newspaper of general circulation in each jurisdiction, the last publication of which will appear not less than one week prior to the date set by the Policy Board for the hearing on the budget.

5.13 **Bylaws.** The Policy Board by unanimous vote will create and adopt Bylaws or appropriate rules of procedure for the NEP Entity for its governance and which will remain in effect until modified by the Policy Board. The Bylaws or appropriate rules of procedure will be initially created and adopted at the same time or before execution of the administrative support agreement described in Section 5.8 above.

5.14 **Policies.** The NEP Entity will adopt its operating rules and internal procedures in the manner described in Section 5.2(b) above. Until such rules and procedures are fully adopted, the Policy Board may use the rules and procedures presently used by the City of Sarasota.

ARTICLE SIX - - RESPONSIBILITIES OF THE PARTIES

6.1 **Interpretation of Agreement and CCMP.** The parties agree that this Agreement is intended to make the CCMP a standard by which regulatory actions are taken within the framework of existing rules and regulations. *Thus, if a CCMP goal is furthered by an* Action Plan or proposed permit, the Regulatory Agencies will attempt to allow such suggested actions to occur as long as proposed activities are within the parameters of existing rules and regulations. This will be known as "Regulatory Flexibility," as contemplated by Section 6.3 below. In the event that a new waiver, or rule change is required, then the provisions of Section 6.4 below will control and prevail. By participation in this Agreement, the Regulatory Agencies do not subordinate or relinquish their regulatory authority over the estuary or the power to act independently and apart from this Agreement.

6.2 **Responsibilities of all Parties.** By entering into this Agreement, the intent of the Parties is to assure effective and timely implementation of recommended actions and to adjust strategies as needed in the future to keep Sarasota Bay's recovery on track. To that end, each of

the Parties hereby agree to cooperate with and assist the NEP entity to:

(a) Determine how it will contribute toward the attainment of the Goals including their individual goals and time frames for achieving those goals;

(b) Submit no later than two (2) months following the effective date of this Agreement, its conceptual Action Plan (addressing Section 4.4) outlining the projects, initiatives, and strategies that it will undertake over a certain period of time to achieve the Goals for Sarasota Bay;

(c) Appoint upon execution of this Agreement, an individual or individuals to serve as its liaison with the NEP on tracking and coordinating CCMP implementation and submit the individual(s) name(s) in writing to the NEP; and

(d) Annually review and, where new projects are required to accomplish the Goals, resubmit its Action Plan, developed pursuant to Section 4.4, to the Management Board and thereafter the Policy Board in the form of an Action Plan Supplement, and supplement the plan with such details describing the projects it will undertake.

6.3 **Additional Responsibilities of the Regulatory Agencies.**

(a) The Regulatory Agencies agree to allow as much flexibility as is legally permissible for projects that are part of an approved Action Plan.

(b) The flexibility contemplated by this section is intended to facilitate achievement of the CCMP goals, produce a net environmental benefit, and allow an efficiency that will reduce the overall costs of implementing the CCMP. For projects reviewed under Florida Statutes Section 403.0752, the Regulatory Agencies agree to extend, as appropriate, the following forms of flexibility for projects that are part of an approved Action Plan: (1) permitting process flexibility, (2) expedited permit processing, (3) alternative monitoring and reporting requirements, (4) coordinated permitting and inspections, and (5) cooperative inspections that provide an opportunity for informal resolution of compliance issues before enforcement action is initiated.

(c) The executive director or agency head of each permitting agency will appoint a highly placed staff member as an Action Plan and Action Plan Supplement coordinator. The coordinator will maintain awareness of the status, and will oversee the progress of, any project that is a part of an approved Action Plan and Action Plan Supplement through the permitting process. For a Local Government applicant, the responsibilities of the coordinator will include: (1) review of the informational requirements required in permit review; (2) review of any proposed conditions or other requirements contemplated for permit issuance; (3) review of any monitoring and reporting requirements in permit issuance, that are in addition to those being accomplished by Local Governments incident to the CCMP; and (4) other matters as may be reasonably necessary. The representatives of the Parties involved with implementation of this Agreement must be well-versed in the principles of ecosystem management and the CCMP, and will strive to implement those principles in the design of projects and processing of permit

applications. The provisions of this subsection (c) are the good faith efforts of the Regulatory Agencies to facilitate actions in permitting projects contemplated by Action Plans and Action Plan Supplements approved hereunder, and does not provide any right of action by any of the Parties claiming that the provisions of this subsection (c) have been breached.

6.4 **Variances and Waivers or Rule Changes.** The Regulatory Agencies agree to consider granting variances, waivers or changes to rules pursuant to or in accordance with Chapter 28-104, *Florida Administrative Code*, if requested, for those projects that demonstrate consistency with the goals of the CCMP, including but not limited to the implementation of the Parties' approved Action Plans, to the extent their existing laws, rules and regulations permit such relief. An agency's decision concerning when and whether to grant a variance or waiver or rule change, is a matter wholly within the discretion of each agency and any decision not to extend a variance or waiver or rule change will not be considered a breach of this Agreement.

6.5 **Regulatory Process Review.** Subject to the above limitations, all Regulatory Agencies and all other Parties having regulatory functions agree to periodically review their regulatory processes and incorporate changes in statutes, rules or policies that would assist in meeting the goals of the CCMP. Any such changes will be made in keeping with the cooperative intent of this section and this Agreement.

6.6 **Additional Responsibilities of the Local Governments.**
In relation to Action Plans described in Section 4.4:

(a) Identify the regulatory flexibility desired for its projects from time to time, and provide a list of desired flexibility to the Regulatory Agencies.

(b) Will consider for inclusion, the goals contained in its applicable Action Plan (as they may be amended from time to time) into its comprehensive plan and necessary actions in its capital improvement plans as amended from time to time.

(c) Identify regulatory and land-planning flexibility to be exercised by Local Governments in attaining CCMP Goals.

6.7 **Responsibilities of the NEP Entity.** The NEP Entity will:

(a) Serve as the coordinating body for the Action Plans and assist the Parties in gathering information necessary for the development of Action Plans and the subsequent implementation thereof;

(b) Report annually to the Policy Board on each Party's compliance with this Agreement and the status of each Party's Action Plan implementation;

(c) Prepare, every three (3) years, a baywide environmental monitoring report on conditions and trends in Sarasota Bay;

(d) Assist the Parties in locating grants and other funds to aid in implementation of the projects set forth in individual Action Plans and Action Plan Supplements;

(e) Coordinate outreach programs to promote public participation and facilitate restoration activities that support the CCMP Goals;

(f) Coordinate the re-examination and updating of the CCMP every five (5) years;

(g) Facilitate resolution of conflicts among the Parties;

(h) Establish a process that determines when a member has achieved its share of the CCMP Goals and ensures continued maintenance of those goals afterwards;

(i) Oversee atmospheric deposition, habitat assessments, toxic contamination, water quality, artificial reefs and other research projects;

(j) Develop action plans to address goals not being addressed through other Party's Action Plans; and

(k) Participate in the Florida Coastal Zone Management (CZM) Program federal consistency review process to ensure that relevant federally funded or permitted projects are consistent with the goals of the CCMP.

Specific action to accomplish such goals must be approved by both the Policy Board and the Management Board.

ARTICLE SEVEN – ACTION PLANS

7.1 **Action Plans.** Each Party will assist the NEP entity in the preparation of Action Plans, within two years following the Effective Date of this Agreement. The NEP entity will submit a conceptual Action Plan (revised CCMP) to the Management Board for approval outlining the manner in which it intends to achieve the Goals of the CCMP. The Action Plan is a long-term strategy outlining each Party's contribution to the attainment of the CCMP Goals and specifically how each Party will attain the CCMP Goals, if any. The Action Plan may be revised at any time throughout the Term by submitting such revisions to the Management Board for approval.

7.2 **Action Plan Supplements.** Before each annual anniversary date of this Agreement, each Party will review its Action Plan. Where new projects are required to accomplish the Action Plan, each Party will submit an Action Plan Supplement to the Management Board for approval. The Action Plan Supplement will describe specific projects outlined in an Action Plan, including anticipated costs, financing and impact. Where no supplement is required, a notice to that effect will be submitted to the Management Board. The Action Plan Supplement should also include provisions for maintenance throughout the term of

this Agreement of any particular CCMP Goal once it has been attained. The Action Plan Supplement may be revised at any time throughout the term by submitting such revisions to the Management Board for approval.

7.3 **Review of Action Plans.**

(a) **Management Board.** The Management Board will review the Action Plans and revisions thereto submitted by the Parties and vote on recommending individual Action Plans to the Policy Board. An affirmative majority vote of the Management Board is required in order for any individual Action Plan to be recommended to the Policy Board, except that a negative vote from any Regulatory Agency with jurisdiction over the Action Plan will result in a negative recommendation. Revisions to the Action Plans need only be approved by the Management Board and the Policy Board, unless otherwise directed.

(b) **Policy Board.** The Policy Board will review the Action Plans recommended by the Management Board for consistency with the CCMP Goals and for feasibility and will vote on each Action Plan's acceptability. An affirmative majority vote of the Policy Board is required to approve any individual Action Plan. In addition, in order for any individual Action Plan to be approved and implemented, all applicable Regulatory Agencies on both the Management Board and the Policy Board that have jurisdiction over the Party's Action Plan, must have cast an affirmative vote for the plan.

7.4 **Review of Action Plan Supplements.**

(a) **Management Board.** The Management Board will review the Action Plan Supplements and revisions thereof submitted by the Parties and vote on recommending individual Action Plan Supplements to the Policy Board. An affirmative majority vote of the Management Board is required in order for any individual Action Plan Supplements to be recommended to the Policy Board, except that a negative vote from any Regulatory Agency with jurisdiction over the Action Plan Supplement will result in a negative recommendation.

(b) **Policy Board.** The Policy Board will review the Action Plan Supplements recommended by the Management Board for consistency with the CCMP Goals and for feasibility and vote on the acceptability of each Action Plan Supplement. An affirmative majority vote of the Policy Board is required to approve any individual Action Plan Supplement. In addition, in order for an individual Action Plan Supplements to be approved and implemented, all applicable Regulatory Agencies on both the Management Board and the Policy Board that have jurisdiction over the Party's Action Plan Supplement, must have cast an affirmative vote for the plan.

7.5 **Action Plan Permitting.** For each specific project of any individual Action Plan that requires a permit, an applicant may request its application be reviewed under the Streamlined Permitting Process or the applicant may apply to each Regulatory Agency with jurisdiction over the activity individually.

ARTICLE EIGHT – STREAMLINED PERMITTING AND ECOSYSTEM MANAGEMENT

8.1 **Ecosystem Management.** Section 403.0752, Florida Statutes, "Ecosystem Management Law" provides a ~~new~~ means for regulatory agencies and local governments to enter into comprehensive multiparty permitting agreements. The CCMP will be conclusively deemed an ecosystem management conceptual design upon which more detailed ecosystem management agreements will be entered ~~into~~ based upon individual Action Plans.

8.2 **Ecosystem Management Agreements.** At the time of approval of a Party's Action Plan by the Management Board and the Policy Board, the applicable parties may, in their respective sole discretion, enter into an ecosystem management agreement as contemplated by the Ecosystem Management Law. Such agreement may coordinate the legal requirements and timelines of the Parties, and may include all necessary permit processing, project construction, operating, monitoring and enforcement actions, proprietary approvals, and compliance with development orders and regional and local comprehensive plans.

8.3 **Streamlined Review Process.** In order to streamline the necessary authorizations from the Regulatory Agencies, the Parties agree that the review process for projects contained in an approved Action Plan may be as follows, unless the applicable affected Local Government otherwise elects:

(a) **Regulatory Agencies:** The Regulatory Agencies will review the applicable permit application as part of a Team Permitting process, and as such, will work together to coordinate their requests for information from local governments; and

(b) **Pre-application:** Before any Party submits a permit application, the Regulatory Agencies will encourage the applicant to attend an informal meeting to address the questions and concerns of the Regulatory Agencies up front and in an expedited manner.

ARTICLE NINE – BUDGETING AND FUNDING

9.1 **NEP Budget.** The Policy Board is responsible for establishing the budget for the NEP Entity and will annually review and approve the budget. The budget will require approval by two-thirds (2/3rds) of all members of the Policy Board.

9.2 **Current Funding.** The NEP staff, research and education is currently funded primarily by the EPA with additional appropriations from the Southwest Florida Water Management District, Manasota Basin Board, Florida Department of Environmental Protection, Sarasota and Manatee Counties, Cities of Sarasota and Bradenton and EPA; project (construction) funding is being provided by the U.S. F&WS, Army Corps and other

organizations on a project specific basis. The funding of the NEP will remain unchanged through October 1, 2011 at which time the Parties to this Agreement will be responsible for the funding as set forth below.

9.3 **Initial Funding.** Subject to the provisions of Section 9.5 below, for the period commencing on October 1, 2004 through September 30, 2011, each member of the Policy Board and EPA will fund the annual cost of administering the NEP Entity office in the same amount as set forth in Section 9.4. As changes are made to the Policy Board composition, funding allocations will be re-established by the Policy Board.

9.4 **Term Funding.** Subject to the provisions of Section 9.5 below, from October 1, 2004 through the end of the term of the Agreement, all NEP Entity budgeted costs will be funded by SWFWMD or designated Basin Boards, FDEP, Manatee and Sarasota County and the Cities of Sarasota and Bradenton. Annual goals or targets for local contributions will be made as follows: Manatee County $50,000, Sarasota County $50,000, City of Sarasota $33,000 and City of Bradenton $15,000, Town of Longboat Key $15,000, and SWFWMD $133,000 annually. The Policy Board also agrees to work toward identifying matching resources for the Federal EPA grant to maximize the use of local funds.

9.5 **Annual Approval.** Each Policy Board member agrees to use its best efforts in securing the funding levels specified in Sections 9.3, and 9.4 of this Agreement through appropriate approvals from the board member's legislative or governing body each fiscal year. The Parties, however, acknowledge that any funding decisions remain within the sole discretion of each Policy Board member's governing body. Securing funding approval will be considered a condition precedent to the funding obligations of an Entity each year under Sections 9.3, and 9.4 above.

ARTICLE TEN – DEFAULT

In the event any Party is determined to be in willful and significant noncompliance with its Action Plan, the CCMP Goals or the terms of this Agreement, the Policy Board may, by a unanimous vote by all parties except the party charged with being in default, remove the non-complying Party from this Agreement. Prior to any such vote by the Policy Board, the non-complying Party will be given a notice of its non-compliance and an opportunity to remedy the problem within a reasonable period or through a public hearing before the Policy Board if there is a dispute whether a default exists. If a Party is found to be in noncompliance with permits by the applicable Regulatory Agency(ies), the permitting agencies may take actions to enforce the permits against non-complying Party under the agency's laws and regulations. If any Party is discharged under this Article Ten, (i) all monies previously paid hereunder will be conclusively deemed earned and not subject to return to such Party, (ii) any future funding responsibility of such party will terminate, and (iii) this Agreement will continue as to the remaining parties. Provided, however, any funds paid before termination, but not expended, will only be used by the NEP Entity in accordance with the approved budget for which such contribution was made.

ARTICLE ELEVEN – NOTICE

Any and all notices required or permitted to be given hereunder will be in writing, and will be considered delivered if the notice is either personally delivered to each Party at the address set forth in Exhibit D, transmitted by electronic facsimile machine to the fax numbers listed, or sent by U.S. certified or registered mail, postage prepaid, return receipt requested, to such addresses, all such notices being effective upon delivery to and receipt by the Parties, unless the respective party or Parties notify(ies) all other Parties in writing in accordance herewith of a change of address and/or representative at such address authorized to receive any and all such notices, in which case any and all such notices will be delivered and/or mailed as aforesaid to said Party or Parties at such new address with respect to such Party.

ARTICLE TWELVE – WITHDRAWAL OF A PARTY

Notwithstanding anything contained in this Agreement to the contrary, any Party has the right to withdraw as a Party to this Agreement by providing one hundred eighty (180) days prior written notice as set forth in Article Eleven above. In the event all other parties receive written notice of such withdrawal from the withdrawing Party, on the day following the conclusion of the one hundred eighty (180) day period, the withdrawing party will no longer be considered a Party to this Agreement. Provided however, even though such withdrawing Party will have withdrawn as a Party to this Agreement, the withdrawing Party will continue to be subject to all obligations and responsibilities of a party with respect to required compliance with all applicable laws and regulations, without the benefit of being considered a Party hereto to this Agreement. If a Party withdraws under this Article Twelve, (i) all monies previously paid hereunder will be conclusively deemed earned and not subject to return to such Party; (ii) the funding responsibility of such party will extend an additional one hundred eighty (180) days or until the next fiscal year, whichever is longer, and (iii) this Agreement will continue as to the remaining Parties.

ARTICLE THIRTEEN – CONCLUSION

13.1 **No Third Party Beneficiaries.** This Agreement will inure to the benefit of the Parties. This Agreement is for the exclusive benefit of the Parties, and will not be deemed to be made for the benefit of any other persons not so specified.

13.2 **Modification.** This Agreement may be modified, altered or amended only by a written instrument subsequently executed by the parties hereto.

13.3 **Complete Agreement.** This Agreement, along with the 1995 CCMP, constitutes the full, complete and wholly independent agreement among the Parties with regard to the matters addressed herein. This Agreement also supersedes all prior agreements, understandings, representations, and statements among the Parties with respect to the matters addressed herein, either written or oral.

13.4 **Severability Clause.** If any clause, provision or section of this Agreement is found to be illegal or invalid by any court, the invalidity of such clause, provision or section will not affect any of the remaining clauses, provisions or sections herein, and this Agreement will be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

13.5 **Governing Law.** Existing and future laws, rules and regulations of the United States and its agencies, the State of Florida and its agencies and the other Parties to this Agreement will take precedence over the terms and provisions of this Agreement in case of conflict or inconsistencies between them. The laws of the United States or State of Florida as applicable will govern the validity, performance and enforcement of this Agreement.

13.6 **Public Purpose.** This Agreement satisfies, fulfills and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of each Party's power and authority under each Party's individual municipal or governmental authority.

13.7 **Performance Standards.** None of the provisions in this Agreement will be deemed in any manner to amend, modify or otherwise change any of the provisions, regulations or ordinances of any municipality or governmental agency which is a Party to this Agreement and does not allow a performance standard less than is otherwise required under the terms of those provisions or regulations or ordinances, except as specifically provided herein.

13.8 **Survival.** All of the representations and warranties set forth in this Agreement will survive the consummation of any and all of the transactions described in the Agreement and the termination of this Agreement, and will not be deemed to be merged in the Agreement or any other instrument, which may be executed and delivered pursuant to this Agreement.

13.9 **Authority.** None of the Parties has any authority to bind or make any oral or written representations on behalf of the other Parties with differing interests hereunder, and nothing contained in this Agreement will be construed to imply that any one or more of the Parties has formed a partnership or become an agent for any one or more of the other Parties.

13.10 **Headings Not a Part Hereof.** The headings preceding the several articles and sections hereof (and any table of contents hereto) are solely for convenience of reference, do not constitute a part of this Agreement and will not affect its meaning, construction or effect.

13.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which may be executed by less than all of the parties but all of which will be construed together as a single instrument. This Agreement will become effective upon the exchange of original counterpart signature pages signed by all of the parties, but if such initial exchange occurs by facsimile, original signature pages will be exchanged within ten days of the date hereof.

13.12 **Binding Effect.** This Agreement will bind the successors and assigns of the Parties.

13.13 **Execution.** This Agreement will not be effective nor will it have any force and effect until all of the Parties have duly executed this Agreement and filed the Agreement pursuant to Section 13.14 below.

13.14 **Filing.** Each Party to this Agreement will, pursuant to Section 163.01(11), FL State code, file a copy of this Agreement and any amendments thereto with the Clerk of the Circuit Court of each County where that Party is located.

13.15 **Conditions Precedent.** The EPA has separately executed the Memorandum of Understanding (Exhibit C).

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed, under seal, and will be deemed to have executed such, on the day and year first above written.

City of Sarasota, a Florida municipal corporation

By: _____
Signature

Title: Lou Ann R. Palmer, Mayor

Attest: _____
Signature

Title: Billy E. Robinson, City Auditor and Clerk

(SEAL)

APPROVED AS TO FORM:
Signature

_____
Name Legibly Printed, Typewritter or Stamped

City of Bradenton, a Florida municipal corporation

By: _____
Signature

Title: MAYOR - CITY OF BRADEN

Attest: _____
Signature

Title: CITY CLERK & TREASURER

(SEAL)

APPROVED AS TO FORM:

_____
Signature

MAYOR WAYNE H. POSTON
Name Legibly Printed, Typewritten or Stamped

Florida Department of Environmental Protection, a Florida state agency

By: _____
Signature

Title: Director of District Management

Attest: Cece McKiernan
Signature

Title: ENVIRONMENTAL ADMINISTRATOR

(SEAL)

Sandra G. Lynch
MY COMMISSION # DD210859 EXPIRES
January 12, 2008
BONDED THRU TROY FAIN INSURANCE, INC.

APPROVED AS TO FORM:
Signature Sandra G. Lynch

Sandra G. Lynch
Name Legibly Printed, Typewritten or Stamped

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first above written.

Witness:_____

BY: _____

ITS: _____

DATE: _____

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA
COUNTY, FLORIDA
BY: _____
CHAIRMAN
DATE: 6/08/04

ATTEST:
KAREN E. RUSHING, Clerk
of the Circuit Court and
Ex-Officio Clerk of the
Board of County Commissioners

BY: _____
DEPUTY CLERK

Approved as to form and correctness:

BY: _____
COUNTY ATTORNEY TRW

SANET

Manatee County, a Florida political subdivision

By: _____
Signature

Title: Jane W. von Hahmann, Chairman 5/4/04

Attest: By _____
Signature

Title: Deputy Clerk

(SEAL)

APPROVED AS TO FORM:
Signature

N/A

Name Legibly Printed, Typewritten or Stamped

Southwest Florida Water Management District, a public corporation of the State of Florida

By: _____
Watson L. Haynes, II

Title: Chairman

Attest: _____
Signature

Title: Secretary

(SEAL)

APPROVED AS TO FORM:
Signature

_____
Stephanie Lowman

Town of Longboat Key, a Florida municipal corporation

By: Ronald A Johnson
Signature

Title: RONALD A. JOHNSON, MAYOR

Attest: Donna H Spencer
Signature

Title: DONNA H SPENCER, TOWN CLERK

(SEAL)

APPROVED AS TO FORM:
Signature

Andrew H. Cohen
Name Legibly Printed, Typewritten or Stamped

List of Exhibits

Exhibit A – Goals and Objectives

Exhibit B –List of Water Quality Consortium Members

Exhibit C – Draft Memorandum of Understanding – between the EPA and SBEP

Exhibit D – Address List

EXHIBIT A

Goals and Objectives

I. Improve water transparency

II. Reduce the quantity and improve the quality of stormwater runoff to Sarasota Bay

III. Restore shoreline habitats and eliminate further losses

IV. Restore and sustain fish and other living resources in Sarasota Bay

V. Provide increased levels of managed access to Sarasota Bay and its resources

VI. Establish an appropriate institutional structure to oversee implementation of the Sarasota Bay Comprehensive Conservation and Management Plan

EXHIBIT B
Water Quality Consortium

Sarasota County Stormwater
1001 Sarasota Center Blvd.
Sarasota, FL 34240

Manatee County Stormwater
Drainage Division
P.O. Box 1000
Bradenton, FL 34206

Manatee County Extension Office
P.O. Box 1000
Bradenton, FL 34206

Sarasota County Extension Office
2900 Ringling Blvd.
Sarasota, FL 34237

USGS
University Center for Business
10500 University Center Dr. Ste. 215
Tampa, FL 33612-6427

Florida Marine Research Institute
100 Eighth Avenue SE
St. Petersburg, FL 33701

Manatee County Ecosystems Administration
1112 Manatee Avenue W.
Bradenton, FL 34205

SW FL Water Management District
2379 Broad St.
Brooksville, FL 34604-6899

Town of Longboat Key
Public Works
600 General Harris Street
Longboat Key, FL 34228-1412

City of Sarasota Public Works
1761 12th Street
Sarasota, FL 34236

Florida Sea Grant College
1303 17th Street West
Palmetto, FL 34221

Sarasota County Natural Resource
Protection/Water Resource/ Services
2817 Cattleman Road
Sarasota, FL 34232

Natural Resource Conservation
Service
304 8th Avenue West, Suite 104
Palmetto, FL 34221

Florida Department of
Environmental Protection
3804 Coconut Palm Drive
Tampa, FL 33619

U.S. Fish & Wildlife Service
South Florida Field Office
1339 20th Street
Vero Beach, FL 32960

City of Bradenton Public Utilities
1411 9th Street West
Bradenton, FL 34205

Sarasota County Utilities
1001 Sarasota Center Blvd.
Sarasota, FL 34240

EXHIBIT B
Water Quality Consortium

Manatee County Solid Waste
4410 66th Street West
Bradenton, FL 34210

Manatee County Environmental Mgmt.
202 6th Avenue East
Bradenton, FL 34208

U.S. Army Corps of Engineers
P. O. Box 4970
Jacksonville, FL 32232

(to be inserted after agreement is signed by all parties)

EXHIBIT C

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND THE SARASOTA BAY ESTUARY PROGRAM

EXHIBIT D
List of Addresses

City of Sarasota
1565 First Street
Sarasota, FL 34236

City of Bradenton
1411 Ninth Street West
Bradenton, FL 34205

Florida Dept. of Environmental Protection
3804 Coconut Palm Drive
Tampa, FL 33619

Sarasota County Government
P.O. Box 8
Sarasota, FL 34236

Manatee County Government
P.O. Box 1000
Bradenton, FL 34206

SWFWMD
2379 Broad Street
Brooksville, FL 45604-6899

Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: 2025 City of Bradenton Official Calendar

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The proposed 2025 City of Bradenton Official Calendar contains Holiday Observances and dates for City Council meetings. The calendar indicates a single Council meeting for the months of June, July, October, November, and December.

There were not any new holidays this year and the calendar does not reflect workshops, special, or emergency meetings which may be scheduled as required. Modifications to this calendar may be made at the discretion of City Council.

SUGGESTED MOTION:
Motion to approve the 2025 City of Bradenton official calendar as presented.

ATTACHMENTS:
2025 City of Bradenton Official Calendar

2025 City of Bradenton Official Calendar

BLUE BOX DENOTES COUNCIL MEETING DATES

RED BOX DENOTES HOLIDAYS & OBSERVATIONS

January

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

JAN. 8 & 22 – COUNCIL MEETINGS

February

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

FEB. 12 & 26 – COUNCIL MEETINGS

March

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

MARCH 12 & 26 – COUNCIL MEETINGS

April

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

APRIL 9 & 23 – COUNCIL MEETINGS

May

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

MAY 14 & 28 – COUNCIL MEETINGS

June

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

JUNE 11 – COUNCIL MEETING

July

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

JULY 23 – COUNCIL MEETING

August

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

AUG. 13 & 27 – COUNCIL MEETINGS

September

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

SEPT. 10 & 24 – COUNCIL MEETINGS

October

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

OCTOBER 8 – COUNCIL MEETING

November

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

NOVEMBER 12 – COUNCIL MEETING

December

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

DECEMBER 10 – COUNCIL MEETING

HOLIDAYS AND OBSERVANCES

January 1 – New Year's Day	July 4 – Independence Day	December 25 – Christmas Day
January 20 – Martin Luther King Jr. Day	September 1 – Labor Day	
February 17 – Presidents Day	November 11 – Veterans Day	
March 28 – Good Friday	November 27-28 – Thanksgiving Holidays	
May 26 – Memorial Day	December 24 – Christmas Eve	

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

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Public Safety Operations Center (PSOC)/Forward Operating Base (FOB) Grant Acceptance from the Department of Justice (DOJ)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The City of Bradenton was awarded $1,800,000 from the Department of Justice (DOJ). The award number is 15JCOPS-24-GG-02145-TECP.

FINANCIAL IMPACT:
$1,800,000 Grant Funding

SUGGESTED MOTION:
Motion to accept the grant funding from the Department of Justice.

ATTACHMENTS:
DOJ Grant Award 15JCOPS-24-GG-02145-TECP

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF BRADENTON 101 12TH ST W
City, State and Zip:	BRADENTON, FL 34205
Recipient UEI:	P3FLJ98L86V8

Project Title: Public Safety Operations Center (PSOC)/Forward Operating Base (FOB)	**Award Number:** 15JCOPS-24-GG-02145-TECP
Solicitation Title: FY24 COPS Technology and Equipment Program Invitational Solicitation	
Federal Award Amount: $1,800,000.00	**Federal Award Date:** 9/30/24
Awarding Agency: Office of Community Oriented Policing Services	
Funding Instrument Type: Grant	
Opportunity Category: D **Assistance Listing:** 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 3/9/24	**Project Period End Date:** 3/31/26
Budget Period Start Date: 3/9/24	**Budget Period End Date**: 3/31/26

Project Description:

The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading “Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment” in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.

Award Letter

September 30, 2024

Dear Melanie Bevan,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF BRADENTON for an award under the funding opportunity entitled 2024 FY24 COPS Technology and Equipment Program Invitational Solicitation. The approved award amount is $1,800,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF BRADENTON

UEI
P3FLJ98L86V8

ORI Number
FL04102

Street 1
101 12TH ST W

Street 2

City
BRADENTON

State/U.S. Territory
Florida

Zip/Postal Code
34205

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
9/30/24

Award Type
Initial

Award Number
15JCOPS-24-GG-02145-TECP

Supplement Number
00

Federal Award Amount
$1,800,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 FY24 COPS Technology and Equipment Program Invitational Solicitation

Awarding Agency

COPS

Application Number

GRANT14153620

Grant Manager

VERLENA BRAXTON

Phone Number

202-598-3920

E-mail Address

VERLENA.BRAXTON@USDOJ.GOV

Project Title

Public Safety Operations Center (PSOC)/Forward Operating Base (FOB)

Performance Period Start Date

03/09/2024

Performance Period End Date

03/31/2026

Budget Period Start Date

03/09/2024

Budget Period End Date

03/31/2026

Project Description

The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading “Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment” in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/7/24 7:07 PM

Comments
No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	$0	$0	$0	no value
Civilian or Non-Sworn Personnel:	$0	$0	$0	no value
Travel:	$0	$0	$0	no value
Equipment:	$1,800,000	$0	$1,800,000	no value
Supplies:	$0	$0	$0	no value
SubAwards:	$0	$0	$0	no value
Procurement Contracts:	$0	$0	$0	no value
Other Costs:	$0	$0	$0	no value
Total Direct Costs:	$1,800,000	$0	$1,800,000	no value
Indirect Costs:	$0	$0	$0	no value
Total Project Costs:	$1,800,000	$0	$1,800,000	no value
Federal Funds:	$1,800,000	$0	$1,800,000	100.00%
Match Amount:	$0	$0	$0	0.00%
Program Income:	$0	$0	$0	0.00%

Budget Category
Sworn Officer
Civilian Personnel

Travel
Equipment
Supplies
SubAwards
Procurement Contracts
Other Costs
Indirect Costs

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Other Award Documents

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 3
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 4
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 5
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner’s Manual for a full text of the contract provisions.

Condition 6
Award Owner’s Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

Condition 7
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 8
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient’s employees must not engage in:
(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award
or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial
actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB
Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency
may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C.
7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this
appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the
conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB
Guidelines to Agencies on Government-wide Debarment and Suspension
(Nonprocurement),'' as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing
requirements.
Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms ‘‘severe forms of trafficking in persons,’’ ‘‘commercial sex act,’’ ‘‘sex trafficking,’’ ‘‘Abuse or threatened abuse of law or legal process,’’ ‘‘coercion,’’ ‘‘debt bondage,’’ and ‘‘involuntary servitude’’ have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 9
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 10
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or

liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 11
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward
described in paragraph (a)(1) of this award term to the Federal Funding Accountability
and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or
exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
2025, the executive total compensation must be reported by no later than December 31,
2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds
$30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts
(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
(iii) The public does not have access to information about the compensation of the executives through periodic reports

filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
(c)(1) of this appendix. The recipient is required to submit this information to the
Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and
(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 12
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 13
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 14
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 15
Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

Condition 16
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is

to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 17
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 18
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 19
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 20
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 21
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about

registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined
in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 22
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 23
Criminal Intelligence Systems: Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. At the time of application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

Condition 24
Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 25
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 26
Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 27
Buy America Preference
Recipients of an award of Federal financial assistance for the construction, alteration, maintenance, or repair of infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:
(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b)For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the

draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers.
When necessary, recipients may apply for, and the Office of Community Oriented Policing Services (COPS Office) may grant, a waiver from these requirements.

The COPS Office may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

(1) applying the Buy America Preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. If requested, the COPS Office will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Recipients do not need to obtain a waiver of the Buy America Preference requirements from the COPS Office if they will use only iron, steel, manufactured products, and construction materials that meet the criteria as specified above for the project.

If a recipient determines a waiver is necessary, an application for a waiver should be submitted as soon as possible and provide detailed information to expedite the COPS Office’s review. Recipients agree not to obligate, expend or draw down funds for infrastructure projects or activities unless they comply with the Buy America Preference requirements or request and obtain a waiver of the requirements from the COPS Office.

If you have any questions about this requirement or requesting a waiver of the requirement, please contact your COPS Office Program Manager at 800-421-6770.

Condition 28
Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers, January 25, 2021.

Condition 29
Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient’s COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 30

Community Policing: Community policing activities to be initiated or enhanced by your agency were identified and described in your award application. All equipment, technology, training, and civilian positions awarded under your agency's COPS Office award must be linked to the implementation or enhancement of community policing. 34 U.S.C. § 10382 (c)(10).

Condition 31
Compliance with National Environmental Policy Act and related statutes: Upon request, the recipient must assist the COPS Office in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the recipient agrees to determine if new construction or renovation or remodeling of a property will be funded by the grant, and if so, agrees to comply with all NEPA requirements prior to obligating, expending, or drawing down award funds for any award purposes. The recipient understands and agrees that complying with NEPA may require the preparation of an environmental study, including an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS), as directed by the COPS Office. The NEPA compliance process may take several months to complete. 42 U.S.C. §§ 4321 et seq.

Condition 32
Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 33
The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 35
Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 36
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 37
Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 38

State Information Technology Point of Contact: The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to https://it.ojp.gov/technology-contacts.

Condition 39
Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 40
Contracts and/or MOUs with Other Jurisdictions: Items funded under this award must only be used for law enforcement activities or services that benefit your agency and the population that it serves and cannot be utilized by other agencies unless the items benefit the population that your agency serves.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	Hugh T. Clements	9/19/24 2:17 AM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official) no value

Declaration and Certification (Government Executive/Financial Official) no value

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-93 - Health Insurance Stipend Policy Revision

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
At the September 25, 2024 City Council Meeting the Health Insurance Stipend Policy was brought before Council for approval. After discussion, a Motion was made to approve the Policy with the understanding that clarifications would be made to the Policy and brought back to Council at this meeting for ratification.

The following changes were made to the Policy:

Under "ELIGIBILITY" on page 2 "but before October 1, 2024" was removed.

On Page 2 under the second paragraph of the section entitled "All Eligible Retirees" the first sentence was revised to read "Effective October 1, 2024, retirees who opt out of the City's health insurance plan will continue to receive the stipend and will have a one-time option to return to the City's health insurance plan during any open enrollment period or qualifying event"

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:

Approved

SUGGESTED MOTION:
Motion to approve the revisions to the Health Insurance Stipend Policy, as requested at the City Council Meeting on September 25, 2024.

ATTACHMENTS:
Resolution 24-93 with the revised Health Insurance Stipend Policy

CITY OF BRADENTON
RESOLUTION NUMBER 24-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE HEALTH INSURANCE STIPEND POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton provides a monthly stipend to eligible retirees to help defray premium costs of medical insurance under a City or Medicare Plan; and

WHEREAS, City Council desires to establish a policy in order to memorialize the eligibility requirements and procedures to be followed in application and distribution of health insurance stipends to eligible retirees;

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

1. The City of Bradenton hereby adopts Health Insurance Stipend Policy;
2. Said Policy consists of 4 pages and is attached to and a part of this Resolution;
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 25h DAY OF SEPTEMBER, 2024.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

CITY OF BRADENTON HEALTH INSURANCE STIPEND POLICY

Approved by City Council – Resolution 24-93 dated September 25, 2024

PURPOSE: The purpose of this policy is to establish and memorialize the eligibility requirements and procedures governing the application and distribution of health insurance stipends to eligible retirees from employment with the City of Bradenton.

OVERVIEW: The City provides a monthly stipend to eligible retirees to help defray premium costs of medical insurance under a City Commercial or Medicare plan. This stipend is separate and apart from any stipend a retiree may receive under the Florida Retirement System ("FRS").

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to determining eligibility and distribution of health insurance stipends to retirees of the City.

DEFINITIONS:

- To extent that any of these definitions contradict or differ from the applicable retirement plan, the applicable plan controls.

- ***NORMAL RETIREMENT***

  a) ***General Employees (FRS Pension):***

  i. Employees enrolled in FRS prior to July 1, 2011 are eligible at age 62 with 6 years of creditable service, or upon 30 years of creditable service regardless of age;
  ii. Employees enrolled in FRS on or after July 1, 2011 are eligible at age 65 with 8 years of creditable service, or upon 33 years of creditable service regardless of age.

  b) **Police Officers:** Earlier of:

  i. If hired before June 1, 2013,
     a. 20 years of creditable service at any age
     b. The attainment of age 55 with 8 years of creditable service
  ii. If hired on or after June 1, 2013,
     a. 25 years of creditable service at any age
     b. The attainment of age 55 with 8 years of creditable service

CITY OF BRADENTON HEALTH INSURANCE STIPEND POLICY

- ***DISABILITY RETIREMENT***

  a) ***General Employees (FRS):*** Employees are eligible for a non-duty disability pension after 8 years of creditable service. For duty disability, there is no service credit requirement.

  b) **Police Officers:** Employees are eligible for non-duty disability pension after 10 years of creditable service; eligible for duty disability immediately regardless of service.

- ***EARLY RETIREMENT***

  a) ***General Employees (FRS):*** Employees hired on or before July 1, 2011, with 6 years of vested service who have not reached the age of 62. Employees hired on or after July 1, 2011, with 8 years of vested service who have not reached the age of 65.

  b) **Police Officers:** Employees who attain the age of 50 with 10 years of creditable service.

ELIGIBILITY: The requirements for eligibility to receive a monthly health insurance stipend are as follows:

General (FRS Pension) and Police members retiring on or after October 1, 2012:

- Upon retirement under Normal or Disability status accruing 20 years of service with the City are eligible for a flat $300 per month stipend to be used to offset the applicable premium payment for the coverage selected under any ***City*** Plan
- Members of the **FRS Investment Plan** are eligible for a $300 per month stipend after one year of service regardless of age, but only to employees meeting the requirements for Normal Retirement under the FRS Pension Plan, or if retiring from the City after attaining the age of 59 ½ with 6 years of credited service
- Members who take Early Retirement are not eligible

General (FRS Pension) and Police members retiring on or after October 1, 2024:

- Upon retirement under Normal or Disability status accruing 20 years of service with the City are eligible for a flat $300 per month stipend to be used to offset the applicable premium payment for the coverage selected under any ***health insurance*** plan.
- Members of the **FRS Investment Plan** are eligible for a $300 per month stipend after one year of service regardless of age, but only to employees meeting the requirements for Normal Retirement

under the FRS Pension Plan, or if retiring from the City after attaining the age of 59 ½ with 6 years of credited service
- Members who take Early Retirement are not eligible

Retirees of the Fire Department

- The Retiree Health Insurance stipend applicable to bargaining unit employees of the Fire Department (at the time of retirement) shall be governed by the collective bargaining agreement.
- IAFF members are not required to stay on the City Plan to receive the stipend if meeting service criteria outlined in the collective bargaining agreement

All Eligible Retirees

Eligible retirees are offered various medical insurance options that are the same as those that are available to active employees of the City of Bradenton. Dependents of retirees may be covered at the retiree's option the same as dependents of active employees. Prescription drug coverage is automatically extended to retirees and their dependents who continue coverage under any one of the medical plan options. Covered retirees and their dependents are subject to all the same medical and prescription benefits and rules for coverage as are active employees. **Retirees and their dependents age 65 and over are required to enroll in Parts A and B under Medicare in order to remain covered under the program**.

Effective October 1, 2024, retirees who opt out of the City's health insurance plan will continue to receive the health insuance stipend and have a one-time option to return to the City's health insurance plan during any open enrollment period or qualifying event. This applies only to those retirees that are currently enrolled in the City's health insurance plan as of the date of this policy.

Additionally, the spouse and/or dependents on record at time of retirement, of a retiree who is 65 years of age or older will be allowed to remain on the plan offered to active employees at the current applicable rate upon the retiree's enrollment in a Medicare Advantage Plan offered by the City or alternative insurance plan.

PROCEDURES:

Enrollment

Other Post-Employment benefits are available to all employees retiring from the City under the provisions of Disability, Early or Normal Retirement. These benefits include lifetime access to coverage for the retiree and dependents under the medical and prescription plans as long as coverage is chosen at the time of retirement. **A retiree that does not choose the benefit at retirement cannot enroll at a later time,** with the exception of the one-time option referenced above.

CITY OF BRADENTON HEALTH INSURANCE STIPEND POLICY

To begin and maintain retiree medical and prescription coverage, premium contributions are required from the retiree. For dependent coverage, the retiree is required to pay a premium as well. If any required amounts are not paid timely, or become more than 30 days past due, coverage for the retiree and/or their dependents will cease.

The monthly health insurance premium contributions required from retirees are determined on an annual basis during the City's budget process for the upcoming fiscal year. These premium contribution rates are disseminated to all retirees prior to the beginning of open enrollment each year.

Application of Stipends

General (FRS) members in the Pension Plan must pay the premium rate per month, less the amount of their insurance stipend. FRS will deduct the remaining premium amount from the retiree's monthly pension benefit and forward that amount to the City. Human Resources will provide FRS with the information regarding each covered retiree's premium and stipend amounts necessary to make the appropriate deduction. For retirees in the FRS Investment Plan, the retiree must send a check monthly for the premium rate, less the amount of their stipend.

Fire and Police members Human Resources sends Foster & Foster, the list of reduced rates for each retiree and those amounts are deducted from the retiree's monthly pension payment and forwarded to the City to pay the premiums due.

Termination and Amendment

The post-employment benefits are extended to retirees and continued at the discretion of the City, which reserves the right (subject to applicable law and any collective bargaining agreements) to change or terminate benefits and to change contributions required from retirees in the future as circumstances change.

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Bill Ackles, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-103 - Bradenton Community Gardens Program Membership Agreement Revision

SUGGESTED ACTION: Approval.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Resolution to revise the Community Garden Membership Agreement that properly reflects the conditions for continuation and termination of the agreement.

FINANCIAL IMPACT:
None.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 24-103.

ATTACHMENTS:
Resolution 24-103
Bradenton Community Gardens Program Membership Agreement

RESOLUTION 24-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING REVISIONS TO THE BRADENTON COMMUNITY GARDENS PROGRAM MEMBERSHIP AGREEMENT; APPROVING REVISIONS TO THE AGREEMENT; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton desires to encourage use of its parks by the public, and encourages citizen participation in programs for such parks; and

WHEREAS, on April 11, 2018, City Council approved Resolution 18-26 which approved the development of the Bradenton Community Gardens Program and authorized terms and conditions for participation; and

WHEREAS, the City Council has determined that the Bradenton Community Gardens Membership Agreement requires revisions to properly reflect the conditions for continuation and termination of the Agreement.

1. The City of Bradenton hereby approves the revised Bradenton Community Gardens Program Membership Agreement attached hereto;
2. Said agreement consists of five 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 CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 6TH DAY OF NOVEMBER, 2024.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

Scott Rudacille
CITY ATTORNEY

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Bradenton Community Gardens Program Membership Agreement

The Bradenton Community Gardens Program Membership Agreement is to be submitted prior to plot assignment along with a $20 program fee. This Agreement and fee are valid from the date signed by Garden member until the time the agreement is terminated per any of the reasons outlined in the "Termination" section of this agreement.

Payments should be made payable to the City of Bradenton and submitted with a completed agreement to:

City of Bradenton – Bradenton Community Gardens Program
101 Old Main Street – Bradenton, FL 34205

Garden Name & Location: ***John & Rebecca Neal Park @ 1810 9th Ave W Bradenton, FL 34205***
(henceforth referred to as "Garden")

Member Information

Member Name: _____

Phone: _____ Alternate Phone: _____

Email: _____

Address: _____

City, State, Zip: _____

Mailing Address (if different): _____

Emergency Contact Information

Name: _____ Phone: _____

Relationship to Member: _____

Secondary Member Information

List the names of any individuals that will be working the assigned plot with Member or on Member's behalf. Minors must be supervised.

Name: _____ Minor (y/n): _____

Name: _____ Minor (y/n): _____

Name: _____ Minor (y/n): _____

Bradenton Community Gardens Program Membership Agreement

Terms and Conditions for Participation

Member Responsibilities

- Garden members will make up the "Citizens Garden Club" who will develop Garden By-Laws in accordance with the guidelines set forth in this agreement and by the City of Bradenton. The Citizen Garden Club will also elect a Garden Manager who will oversee the general operation of the garden and will coordinate with and act as liaison to the designated representative of the city.

- Members are expected to observe reasonable safety precautions. Gates and sheds must be kept locked to prevent access by unauthorized persons. Members may not lend keys or share lock combinations with any person other than those authorized to tend the assigned plot. Equipment, supplies and other materials must be properly stored. Pathways must be kept free from obstruction.

- Members must maintain their plots and adjacent communal areas, keeping them free of weeds, litter and debris. Members are responsible for actively gardening their plot within fourteen (14) days of either plot assignment.

- Members who will be away for an extended period are responsible for appropriately covering their assigned plot or ensuring that an authorized person will tend their assigned plot and adjacent communal areas, and fulfill any of the Member's responsibilities in his/her absence.

- The Garden Manager oversees the day-to-day operation of the Garden. The Garden Manager may provide guidance to Members to ensure that the Garden remains orderly and operates in a manner that is fair to all Members.

- Members are expected to participate in the shared responsibility of maintaining all common areas and vacant plots.

- Members are responsible for all personal items brought into the garden.

- Sheds must be kept clean and orderly and be used specifically for storing garden tools and supplies. Sheds are to be used for the benefit of all Members, and are not intended for personal use.

- Members shall not leave water turned on or in hoses. Members must release all excess water when finished using hoses. Garden hoses must be stored on racks when not in use to maintain a tidy appearance and help prevent injuries.

- Members may harvest from their assigned plot only.

- In no case shall materials be allowed in the Garden that are illegal or could be construed as offensive. Garden Members shall exhibit no provocative, inflammatory or belligerent behavior while at or near the Garden.

Bradenton Community Gardens Program Membership Agreement

Garden Rules

- All federal, state and local laws, statutes, ordinances and rules apply.
- Permission must be obtained from the City of Bradenton prior to construction of any new structures or any activity that may affect existing structures or require contracted services.
- Tree and shrub installation within plots is prohibited due to shading and complications with root systems. Any costs associated with removal of a tree installed by a Member on an individual plot shall be that Member's financial obligation.
- Members shall follow best practices in regards to use and/or application of pesticides; herbicides, fungicides; fertilizers etc. Use of organic products, whenever possible is recommended.
- No power tools will be permitted in the Garden.
- Produce grown in the Garden is for self-consumption only.
- Keys assigned to garden members will not be duplicated.
- The Garden is a tobacco-free area. Due to concerns regarding tobacco mosaic virus, the use of tobacco products in the gardens is prohibited. Anyone who smokes outside the Garden must wash their hands thoroughly with soap and water prior to any gardening activity within the Garden.
- Invasive species, as defined by the Florida Exotic Pest Plant Council (FLEPPC), are prohibited. Consult UF/IFAS Extension Manatee County, or visit the following link for further information: http://www.fleppc.org.
- The City of Bradenton and all affiliated organizations that are partners with or otherwise support the Community Gardens Program assume no liability for injuries or accidents (see Waiver and Release of Liability Statement).

Acknowledgments

- I agree to abide by all rules, terms and conditions.
- I agree to maintain my plot and to keep trailing plants from encroaching into walkways and other gardeners' plots by keeping my plants trimmed, manicured and by trellising them when applicable and too keep my plants from growing too high so that they do not block the sun from reaching other garden plots.
- I agree to inspect my plants regularly to ensure they are free from pests and disease, and to hand-remove and dispose of any infected plant waste in a manner to prevent the problem from spreading.
- I agree to dispose of trash and infected vegetative waste properly.
- I agree not to bring food waste or any trash from home to the Garden.

Bradenton Community Gardens Program Membership Agreement

- I agree that I am solely responsible for the behavior of my guests.
- I agree to not duplicate any garden keys assigned to me.
- I agree to water my plot responsibly. I will report any suspected water leaks to the City of Bradenton. I will turn off any hoses and replace them coiled neatly free of water inside the hose when I am done watering.
- I agree to inform the City of Bradenton in writing if I no longer wish to garden my plot or fulfill my responsibilities as a Member. I will not give my plot or assign my responsibilities to an unauthorized person.
- I agree that I will not plant any illegal or invasive plant species in the Garden. I also agree not to plant any trees or shrubs. I agree that I will be solely financially responsible for the removal of any unauthorized plants from my plot.
- I agree not to bring pets of any kind into the Garden and any pets will be properly tethered outside the Garden.
- I agree to harvest from my own garden plot only.
- I agree not to remove anything from the Garden that does not belong to me.
- I agree that I am solely responsible for all personal items I bring to the Garden.

Termination

- The City reserves the right to terminate this Agreement for convenience upon 30-day notice to Member.
- If I voluntarily choose to stop gardening or not renew my annual Agreement, I must notify the City of Bradenton in writing. I am responsible for removing all vegetation in my assigned plot, ensuring the plot is returned to its original condition and returning all keys upon termination of the Agreement.
- Failure to comply with any term or condition of this Agreement shall be cause for termination of this Agreement and the loss of the assigned plot.
- The City of Bradenton reserves the right to immediately terminate this Agreement for violations.
- If my plot becomes available as a result of a termination of this Agreement, the City of Bradenton will reassign the plot to the next person on the waiting list. This Agreement is not transferable, and I am not authorized to turn over my plot to another person.
- If I forfeit my plot and lose my gardening privileges as a result of failing to comply with this Agreement, I understand that I may apply for another garden plot in future years, at the discretion of the City of Bradenton.

Waiver and Release of Liability – PLEASE READ CAREFULLY

Bradenton Community Gardens Program Membership Agreement

I, the undersigned, am 18 years of age or above, am not suffering from any legal or mental disability and am otherwise legally competent to execute this Membership Agreement and Waiver and Release of Liability, in consideration of being granted a plot in the Bradenton Community Gardens Program, hereby understand and acknowledge the risks involved in the Bradenton Community Gardens Program and fully assume all liabilities, risks, injuries, and hazards for myself and my guests, incidental to, or as a result of, participation in the Bradenton Community Gardens Program and being at the Garden.

In consideration of being granted a plot in the Bradenton Community Gardens Program, I, on behalf of myself, my personal representative, heirs, executors and/or administrators, voluntarily release, waive, hold harmless and forever discharge the City of Bradenton and all their respective employees, agents, representatives, successors and assigns from any and all liabilities, claims, suits or causes of action, damages, costs or expenses of any kind which I may have arising out of, or in any way connected with, my participation in the Bradenton Community Gardens Program and being at the Garden. I specifically understand that I am releasing, discharging and waiving any and all claims or actions that I may have presently or in the future for the negligent acts or other conduct of the City of Bradenton and all their respective employees, agents, representatives, successors and assigns. I also understand that this waiver includes any claims based on negligence, action or inaction of the City of Bradenton and any of their respective employees, agents, representatives, successors and assigns.

I further agree to indemnify and hold harmless the, City of Bradenton and their employees, agents, representatives, successors, assigns, organizers, and sponsors from any and all claims, demands, damages, or causes of action of any kind which may occur as a result of my negligence or intentional acts while using the Bradenton Community Gardens Program or while at the Garden.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND BY SIGNING BELOW, I AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE THE CITY OF BRADENTON AND ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE OF ACTION.

I have read and fully understand the Membership Agreement. I am signing this Membership Agreement voluntarily of my own free will. By signing below, I agree to comply with the all the rules and responsibilities contained herein. I understand that failure to comply with the rules and responsibilities will result in the termination of my Agreement and my plot assignment.

Member Name (printed): _____

Member Signature: _____

Date: _____

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 14, 2024 City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the August 14, 2024 City Council meeting.

ATTACHMENTS:
8-14-2024 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

August 14, 2024
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, August 14, 2024.

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

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

The pre-meeting invocation was led by Pastor Phil Dodson with Bayside Community Church.

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

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

PROCLAMATIONS:

a) Legislative: Manatee County Habitat for Humanity 30th Anniversary Celebration Year

Representatives from Habitat for Humanity thanked the City Council for their support over the years.

A recess was called at 8:38 a.m. and the meeting reconvened at 8:39 a.m.

PRESENTATIONS:

a) Public Works & Utilities: LECOM/VOTA Mobility Study

Robert Modys, Benesch Project Manager, presented a project background, needs assessment, and recommended funding source. He said since their last presentation in March, public engagement has been focused to collect citizen input about the project.

Mr. Modys said the projects were broken down into broad categories. The categories were corridor/complete streets projects; crossing improvements; bicycle and pedestrian facilities; public realm improvements; and safety, maintenance, and operations. He added priorities from highest to lowest were safety; multimodal benefit; accessibility; resilience; funding; implementation; and planning.

Mr. Modys explained the next steps would be to identify short, midterm, and long-term projects.

Vice Mayor Barnebey requested that Mr. Modys present information to the Community Redevelopment Agency (CRA) Advisory Board to discuss past, present, and future projects.

Rob Perry, City Administrator, asked how the Metropolitan Planning Organization (MPO) could assist the City with the City Park master plan to maximize timeline of completion. Ryan Brown, Director and Planning Manager with the Metropolitan Planning Organization (MPO) responded that longer-term projects like 9th Street West and 14th Street West would require substantial traffic studies so they would concentrate on short-term projects to compliment the City Park project.

There was a brief discussion regarding sidewalk shading and stormwater projects.

CITIZEN COMMENTS: None

CONSENT AGENDA:

a) City Administration: 2025 Participation Request and Renewal – Florida Recovery Obligation Calculation (F-ROC) Program
b) City Administration: Resolution 24-63 - Policy & Procedures for the Taking, Recording, Maintenance, and Archival of Meeting Minutes
c) Clerk: Minutes from the May 22, 2024 City Council Meeting
d) Clerk: Minutes from the June 12, 2024 City Council Meeting
e) Clerk: Minutes from the August 2, 2024 City Council Emergency Meeting
f) Event Review Committee: BAM! Bradenton Art and Music
g) Event Review Committee: Paws in Motion Walk-a-thon and Festival
h) Event Review Committee: September 11th Tribute to Heroes Memorial
i) Finance: Budget Adjustment BA24-11
j) Legislative: Resolution 24-68 - Architectural Review Board Reappointment
k) Public Works & Utilities: Adopt a Road Agreement with Keep Manatee Beautiful for 17th Street West from 9th Street West to Highway 301
l) Public Works & Utilities: Adopt a Road Agreement with Keep Manatee Beautiful for 27th Street East from 26th Avenue East to State Road 64
m) Public Works & Utilities: Cordova Lakes Paving Expenditure
n) Public Works & Utilities: Clarifier 4 Construction Engineering Inspection Expenditure Approval
o) Purchasing: Final Contract Extension of IFB #20-01RW with Superior Asphalt, Inc.
p) Purchasing: Final Contract Extension of IFB #20-01RW with Woodruff & Sons, Inc.
q) Planning & Community Development: Resolution 24-43 - Decision denying Special Use Permit No. SU.24.1738; to operate a medical clinic at 914 14th Street West, 918 14th Street West, and 920 14th Street Court West

MOTION TO APPROVE THE CONSENT AGENDA WITH CORRECTION TO THE SCRIVENER'S ERROR IN ITEM K THAT THE ROAD SHOULD BE 17TH AVENUE WEST AND NOT 17TH STREET WEST was made by Vice Mayor Barnebey and seconded by Councilwoman Kocher. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

f) Police: ORDINANCE 4047 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 6, RELATED TO ALCOHOLIC BEVERAGES; AMENDING SECTION 6-1 TO ADD DEFINITIONS; AMENDING SECTION 6-2 TO PROHIBIT ALCOHOLIC BEVERAGES FROM BEING SOLD, CONSUMED, OR SERVED, OR PERMITTED TO BE SERVED OR CONSUMED IN ANY ESTABLISHMENT BETWEEN THE HOURS OF 12:00 A.M. AND 7:30 A.M.; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ANY ESTABLISHMENT LICENSED UNDER

THE STATE BEVERAGE LAWS THAT DESIRES TO REMAIN OPEN FOR THE PURPOSE OF SALE, SERVICE, OR CONSUMPTION BETWEEN THE HOURS OF 12:00 A.M. AND 2:30 A.M. TO APPLY FOR AN AFTER MIDNIGHT PERMIT; ADDING PROVISIONS FOR THE APPLICATION REQUIREMENTS AND FEE; PROVIDING FOR REGULATIONS RELATING TO THE AFTER MIDNIGHT PERMIT; PROVIDING FOR CONDITIONS TO BE IMPOSED ON THE AFTER MIDNIGHT PERMIT; PROVIDING FOR SUSPENSION AND REVOCATION OF THE AFTER MIDNIGHT PERMIT; PROVIDING FOR THE APPOINTMENT OF A HEARING OFFICER TO RULE ON SUSPENSION AND REVOCATION OF AFTER MIDNIGHT PERMITS; PROVIDING FOR ENFORCEMENT; AMENDING CHAPTER 6, TO ADD A NEW SECTION 6-7 ESTABLISHING EVIDENCE OF PROSECUTION OF VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Police Chief Melanie Bevan, and Captain Brian Thiers, shared videos depicting recent fights and acts of violence along Main Street after 2:00 a.m. Mayor Brown said several business owners wanted work together to curb the violence happening late at night. He stressed the need for the City to protect the citizens and its police officers.

Councilwoman Coachman was concerned that the law enforcement presence needed downtown may hinder the safety for the rest of the City. Captain Thiers and Chief Bevan agreed and gave examples of when officers were needed downtown and were not able to serve other areas of the community.

Vice Mayor Barnebey voiced concerns with regulations in the City that allow bars to stay open until 2:30 a.m., as opposed to the rest of Manatee County where bars must close at 2:00 a.m.

Councilwoman Kocher felt the City must make a statement that clearly that this type of behavior was not acceptable in Bradenton. She preferred to mandate the bars close earlier than 2:30 a.m.

Councilwoman Gonzalez Moore also agreed that the City should mirror the County as far as mandating the closing time at 2:00 a.m.

Paul Driscoll, Police Legal Advisor, announced the City would need to create policies and procedures to implement the ordinance. Mayor Brown recommended that City Council allow existing businesses to be grandfathered in and not charge them a permit fee. Chief Bevan added the Police Department wanted this process to be collaborative with business owners and residents.

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

James Miller, Owner of Cork's Cigar Bar, said business owners wanted a safe downtown and suggested a new bar owner brought the element downtown.

Larry Connor, downtown business owner, said in his ten years as a business owner downtown, he was very happy with the Police Department's response to issues. He felt the permit could be a good thing, however, to fix the problem, the bar causing the problems should be held accountable.

Joseph Bennett, owner of Pour Decisions, Craftails Speakeasy, and Bam Boozer, requested the Council to continue the public hearing to a future meeting so business owners could meet with City staff to discuss permitting requirements and costs of the permit. He felt the process was rushed and inquired about the permit fee.

Nicole McKinnis, Attorney for Mr. Bennett, asked Council to fully develop the process prior to passing Ordinance 4047. She voiced concerns about the potential loss of revenue and information related to the Business Impact Statement.

The public hearing was closed.

In response to Ms. McKinnis, Mr. Perry noted the cost to taxpayers related to all of the police presence needed downtown, including overtime and equipment needed for crowd control.

There was a brief discussion regarding a grace period and fee resolution.

MOTION TO APPROVE ORDINANCE 4047 WITH THE UNDERSTANDING THAT THERE WOULD BE UP TO A 35 DAY GRACE PERIOD AFTER THE ORDINANCE WAS APPROVED FOR STAFF TO CREATE PROGRAM REQUIREMENTS AND THAT CLOSING TIME BE CHANGED TO 2:00 AM WITH NO FEE FOR THE EXISTING BUSINESSES was made by Vice Mayor Barnebey and seconded by Councilman Cramer.

Councilwoman Kocher reiterated that she would like to see changes sooner rather than later. Chief Bevan requested a longer grace period so that officers could educate business owners and create procedures for the program.

Councilwoman Kocher inquired as to when the regulation would be in effect that businesses serving alcohol must close at 2:00 a.m. Scott Rudacille, City Attorney, said the grace period would begin when the ordinance was passed, however, the public hearing was not advertised as changing the 2:30 a.m. closing time. He suggested bringing a new ordinance forward, to revise the closing time for establishments serving alcohol.

Vice Mayor Barnebey amended the motion to MOTION TO APPROVE ORDINANCE 4047 WITH A PROVISION THAT PROVIDES A 60 DAY GRACE PERIOD FOR ESTABLISHMENTS TO APPLY FOR A PERMIT, WAVE THE FEES FOR EXISTING ESTABLISHMENTS, AND THE UNDERSTANDING THAT AN ADDITIONAL ORDINANCE WILL COME FORWARD TO CHANGE THE CLOSING TIME FOR ESTABLISHMENTS SERVING ALCOHOL TO 2:00 A.M. Councilman Cramer agreed to the amendment and the motion passed 5-0.

A recess was called at 10:21 a.m. and the meeting reconvened at 10:30 a.m.

Attorney Rudacille did not have any objections to combining the public hearings for Ordinances 4040, 4041, 4042, and 4046 as long as there were separate motions for each ordinance.

a) Planning & Community Development: ORDINANCE 4040 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 40-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ADAMS ANEX TO BRAIDENTOWN SUBDIVISION, RECORDED IN BOOK 1, PAGE 158, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

b) Planning & Community Development: ORDINANCE 4041 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 60-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 2ND STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 1ST STREET; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

c) Planning & Community Development: ORDINANCE 4042 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 15-FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

d) Planning & Community Development: ORDINANCE 4046 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING AN 8-FOOT WIDE PORTION OF 8TH AVENUE WEST (SOUTH STREET) AS SHOWN ON THE PLAT OF BLACK BEAR PARK SUBDIVISION, RECORDED IN BOOK 1, PAGE 283, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Greg DeLong, Planning and Community Development Assistant Director, presented information for all four ordinances. He explained that the property related to Ordinance 4040 was approximately 7,600 square feet and was currently a vacant lot. The request for that property, he continued, was to vacate the 40 feet wide right-of-way at 705 3rd Street West because of the future construction of the new Police Headquarters.

Mr. DeLong announced the property related to Ordinance 4041 was approximately 19,000 square feet and the Public Works Water System facility was located on the property. The request for that property, he continued, was to vacate the 60 feet wide right-of-way cutting through 707 2nd Street West because of the future construction of the new Police Headquarters.

Mr. DeLong announced the property related to Ordinance 4042 was approximately 2,851 square feet and the Public Works Water System facility was located on the property. The request for that property, he continued, was to vacate the 15 feet wide right-of-way on property at 704 2nd Street West because of the future construction of the new Police Headquarters.

Mr. DeLong announced the property related to Ordinance 4046 was approximately 957 square feet and the property was unimproved. The request for that property, he continued, was to vacate the 8

feet wide right-of-way along the southern portion of 8th Avenue West because of the future construction of the new Police Headquarters.

Asking City Council to evaluate the request based the provided application materials along with input from staff, the applicant, and the public. He noted the Planning Commission met on May 15, 2024, on these cases and unanimously approved each ordinance.

The public hearing for all four items was opened. Those that wished to speak were invited to the podium and no one came.

MOTION TO APPROVE ORDINANCE 4040 was made by Councilwoman Coachman and seconded by Vice Mayor Barnebey. The motion passed 5-0.

MOTION TO APPROVE ORDINANCE 4041 was made by Councilwoman Kocher and seconded by Councilwoman Coachman. The motion passed 5-0.

MOTION TO APPROVE ORDINANCE 4042 was made by Vice Mayor Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

MOTION TO APPROVE ORDINANCE 4046 was made by Councilman Cramer and seconded by Councilwoman Kocher. The motion passed 5-0.

e) Planning & Community Development: ORDINANCE 4048 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 20-FOOT ALLEY AS SHOWN ON THE RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, & 6, TURNER'S PLAT OF BRADENTOWN, RECORDED IN PLAT BOOK 1, PAGE 184, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, GENERALLY LOCATED NORTH OF 3RD AVENUE WEST, EAST OF 12TH STREET WEST, AND WEST OF 10TH STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. DeLong explained that the request was the vacation of approximately 6,000 square feet of an alley located at 101 12th Street West. He noted that all utility companies have signed off and requested City Council to evaluate the request based the provided application materials as well as input from staff, the applicant, and the public. He noted the Planning Commission unanimously approved the item on July 17, 2024.

The public hearing was opened. Those that wished to speak were invited to the podium and no one came.

MOTION TO APPROVE ORDINANCE 4048 was made by Councilman Cramer and seconded by Councilwoman Kocher. The motion passed 5-0.

g) Legal: ORDINANCE 4049 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-86 OF THE CITY'S CODE OF ORDINANCES TO ADD DEFINITIONS; AMENDING CHAPTER 70, ARTICLE III, SECTION 70-92 OF THE CITY'S CODE OF ORDINANCES, TO ADD NEW SECTIONS 70-92(D), 70-92(E), 70-92(F), 70-92(G), 70-92(H), and 70-92(I); REQUIRING PRIVATE LATERALS

AND PRIVATE WASTEWATER COLLECTION AND TRANSMISSION SYSTEMS TO BE MAINTAINED BY THE PROPERTY OWNER IN GOOD WORKING ORDER; REQUIRING PRIVATE LATERAL AND PRIVATE WASTEWATER COLLECTION AND TRANSMISSION SYSTEM INSPECTIONS UPON CERTAIN OCCURRENCES; PROVIDING INSPECTION REQUIREMENTS; REQUIRING THE PROPERTY OWNER TO REPLACE OR REHABILITATE DEFECTIVE PRIVATE LATERALS; REQUIRING THE OWNER OR OPERATOR OF A PRIVATE WASTEWATER COLLECTION AND TRANSMISSION SYSTEM TO REPAIR OR REHABILITATE SUCH SYSTEMS TO ABATE EXCESSIVE INFLOW AND INFILTRATION; PROVIDING FOR ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Perry announced that the City entered into a Consent Decree with Suncoast Waterkeeper and there was a provision that the City would draft a private lateral ordinance to address inflow, infiltration, and private wastewater.

The public hearing was opened. Those that wished to speak were invited to the podium and no one came.

MOTION TO APPROVE ORDINANCE 4049 was made by Councilman Cramer and seconded by Vice Mayor Barnebey. The motion passed 5-0.

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

a) Public Works & Utilities: Water Treatment Plant Emergency Repair Expenditure

Lance Williams, Chief Operating Officer, explained that earlier in the year there was a discovery that some piping repairs were needed at the Wastewater Treatment Plant. He said the water plant experienced excessive leaking at the 36-inch pipe discharging from the four sedimentation basins in the treatment train. He concluded that the repair required immediate attention as the entire water supply flows through this pipe.

MOTION TO APPROVE THE EXPENDITURE RELATED TO THE EMERGENCY REPAIR AT THE WATER TREATMENT PLANT was made by Vice Mayor Barnebey and seconded by Councilman Cramer. The motion passed 5-0.

UNFINISHED BUSINESS:

a) City Administration: Resolution 24-64 - 2024-2025 Community Block Development Grant (CDBG) Annual Action Plan

Nilsa Taylor, Administrative Services Director, explained the City complied with all requirements as set forth by the United States Department of Housing and Urban Development (HUD) including advertising, citizen input, public comment, and a public hearing.

Ms. Taylor announced all comments were heard and staff took the opportunity to educate the public on how CDBG subrecipients leveraged funds in the community.

Amy Towery, Vice President of Development with Meals on Wheels PLUS of Manatee presented a brochure regarding their programs. She explained that they offer four programs to the community.

Pam Skelding, Housing and Community Development Manager presented the 2024-25 CDBG Annual Action Plan. She explained $451,580 was awarded and according to HUD rules, program administration was 20%, public service was 15%, and the remainder was non-public service.

Councilwoman Coachman inquired as to how staff advertised to the community about the programs. Ms. Skelding explained the City advertised a notice of available funds in the Bradenton Herald and La Gaceta newspapers, as per HUD rules. Mr. Perry recommended utilizing social media as well through the City's Communications Department.

MOTION TO APPROVE RESOLUTION 24-64 was made by Councilwoman Coachman and seconded by Vice Mayor Barnebey. The motion passed 4-0. Councilwoman Gonzales Moore abstained due to a potential conflict of interest.

Mr. Perry provided an update following Hurricane Debby. He explained the hurricane was the third 100-year weather event since 2017 and the rainwater took over Florida's utility and infrastructure systems as anticipated.

There was a brief discussion regarding the effects from the storm.

Mr. DeLong provided a post-storm assessment that thus far, 15 properties had water damage.

DEPARTMENT HEAD REPORTS:

Tim Geer, Fire Chief, described the City's new high-water vehicle and announced the vehicle was used during Hurricane Debby for at least 150 rescues in Manatee and Sarasota Counties.

Melanie Bevan, Police Chief, announced the Elder Abuse Unit worked a case for 88-year-old woman. She said the woman was promised work would be done around the home and instead, the people stole her life savings. She was pleased to announce that the officers volunteered to clean up the yard on their own time, using their own personal equipment.

Robin Singer, Planning and Community Development Director introduced the City's new Building Official, Scott Williams.

COUNCIL REPORTS:

Councilwoman Ward I Jayne Kocher: Councilwoman Kocher thanked staff for keeping Council informed during Hurricane Debby and announced August 16, 2024, was Special Needs Night at LECOM Park. She was pleased to announce the Mayor and County Commissioners volunteered to be in the dunk tank during the baseball game.

Vice Mayor Ward II Marianne Barnebey: Vice Mayor Barnebey spoke highly about the groundbreaking for Fire Station 2 on August 13, 2024, and thanked staff for their hard work during the storm. She then extended her deepest sympathy to the family of Coach Steven Olesen due to his recent passing.

Councilman Ward III Josh Cramer: Councilman Cramer welcomed everyone back to school and also thanked staff that worked during the storm.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore also welcomed everyone back to school and thanked staff for their hard work during the storm. She reported a few lift station issues, but said overall, the City fared well.

Councilwoman Ward V Pam Coachman: Councilwoman Coachman was happy school was back in session and also thanked City staff for all of their hard work during the storm.

Mayor Gene Brown: Mayor Brown also spoke highly about the groundbreaking for Fire Station 2 and was hopeful that the station would open in July of 2025.

Mayor Brown adjourned the meeting at 12:07 p.m.

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

BLALOCK WALTERS
ATTORNEYS AT LAW
WE MAKE A DIFFERENCE

MEMORANDUM

TO: Pamela Skelding, Housing and Community Development Manager
Karen Swartz, Housing and Community Development Specialist

CC: Councilwoman Lisa Gonzalez Moore
Tamara Melton, City Clerk
Rob Perry, City Administrator

FROM: Scott E. Rudacille, Esq. SER 8/16/24

DATE: August 16, 2024

RE: Conflict of Interest re: CDBG Application for Step Up Suncoast
City of Bradenton/Councilwoman Moore

We were asked to provide our opinion as to whether any state or local conflict of interest laws would be violated by the City Council authorizing a Community Development Block Grant ("CDBG") application to be submitted to the Department of Housing and Urban Development ("HUD") on behalf of Step Up Suncoast, Inc. ("Step Up"), while Councilwoman Lisa Gonzalez Moore serves on the Board of Directors ("Board") for Step Up. Based upon the facts as stated herein, it is our opinion that neither Councilwoman Moore nor the City of Bradenton ("City") has violated any state or local conflict of interest laws with regard to these matters, as described further herein.

The underlying facts as we understand them are as follows:

1. Step Up has requested that the City make application for CDBG funding through HUD, with the City to serve as the pass-through recipient organization, and Step Up being the subrecipient of the requested funding.
2. Step Up is a designated Community Action Agency, a private not-for-profit entity created under the provisions of the Economic Opportunity Act of 1964 to carry out the Community Action Plan, and which is authorized to receive CDBG funds. Private entities receiving such funds must have a tripartite board structure composed of: (a) one-third elected officials or their representatives; (b) at least one-third democratically elected

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Representatives of low-income individuals and families; and (c) up *to* one-third major groups and interests of the community served (private sector). 42 U.S.C. §9910.

3. Councilwoman Moore serves on the Board for Step Up. She began her service on the Board after she was elected to public office in order to help Step Up meet its Board composition requirements for elected officials per 42 U.S.C. § 9910.
4. Councilwoman Moore's position on the Board does appear to present a prohibited voting conflict for her pursuant to Section 112.3143, Florida Statutes, as it relates to the vote of the City Council to authorize the subject CDBG application.
5. At the regular meeting of the City Council on August 14, 2024, and prior to the City Council voting on the matter, Councilwoman Moore publicly disclosed the nature of her conflict of interest related to Step Up and the CDBG application. She then abstained from voting on the matter, and following the meeting, she executed a voting conflict disclosure memorandum and filed said memorandum with the City Clerk as required under Section 112.3143, Florida Statutes.
6. Based upon the facts described herein, neither Councilwoman Moore nor the City has violated any state or local conflict of interest provisions as it relates to the matters described herein.

Should you have any questions or wish to discuss these matters further, please do not hesitate to contact me.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Moore Lisa Gonzalez	City of Bradenton City Council
MAILING ADDRESS 101 12th Street West	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Bradenton — COUNTY: Manatee	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED July 24, 2024	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Lisa Gonzalez Moore, hereby disclose that on July 24, 20 24 :

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

X inured to the special gain or loss of my business associate, Step Up Suncoast ;

___ inured to the special gain or loss of my relative, ;

___ inured to the special gain or loss of , by whom I am retained; or

___ inured to the special gain or loss of , which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I am currently serving on the City of Bradenton City Council. In my capacity as an elected official for a municipality within a County that it serves, I am also serving on the board of directors of Step Up Suncoast. Step Up Suncoast has applied for funding through the City's CDBG program. As I am a board member of Step Up Suncoast as well as an elected official for the City, my interests are in direct conflict and as such, I choose to recuse myself from the City of Bradenton City Council vote on the CDBG Step Up Suncoast grant application.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

June 12, 2024
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 28, 2024 City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the August 28, 2024 City Council meeting.

ATTACHMENTS:
8-28-2024 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

August 28, 2024
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, August 28, 2024.

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

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

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

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

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

PROCLAMATIONS:

a) Legislative: Attendance Awareness Month.

Beth Duda, Director of the Suncoast Campaign for Grade Level Reading, thanked the Council for the proclamation and their commitment to this vital cause.

b) Legislative: Building and Code Staff Appreciation Day

Robin Singer, Director of Planning and Community Development introduced staff. Scott Williams, Building Official, said he appreciated the recognition.

PRESENTATIONS:

a) City Administration: Quarterly Employee Recognition

Nilsa Taylor, Administrative Services Director, said the program recognizes those that go above and beyond their normal duties. She announced those that were selected would receive social media recognition, certificates, council recognition, monetary prizes, and a day off.

Rob Perry, City Administrator, introduced the employee of the quarter, Annah Jenson, Environmental Compliance Specialist with Public Works. He said Ms. Jenson was a problem solver, exerted a lot of calm while doing her job, and created action plans for important scientific certifications.

Ms. Taylor introduced runner-up Jean Totti, Construction Project Administrator with Public Works and Utilities. She said Mr. Totti had done a phenomenal job maintaining large-scale projects by keeping

everyone on task. She said Mr. Totti always had a great attitude, communicates effectively, and focuses on the small details.

Shameka Standifer, Human Resources Manager, introduced runner-up, Bill Ackles, Local Business Tax Clerk and Records Management Liaison Officer. Ms. Standifer said Mr. Ackles consistently takes on tasks that are not part of his job description. In addition to helping at the front desk, she continued, he hangs pictures, decorates, locks up, mapped banner locations, changed lighting on City Centre Parking Garage, watched flag protocol, distributes baseball tickets, oversaw the community garden, just to name a few.

In turn, the Mayor and Council thanked the awardees for their hard work and dedication to the City.

CITIZEN COMMENTS:

Brian Udell, 7581 Ridgelake Circle, played a voice recording of himself regarding the homeless population in the City of Bradenton.

On behalf of the Knights of Columbus Council, Keith Green from Manatee County invited everyone to First Responders Mass on Saturday, September 9, 2024. He explained the honorary mass was for fallen first responders and support for current first responders.

CONSENT AGENDA:

a) City Administration: Resolution 24-62 - City Council Meeting and Workshop Agenda Policy
b) Clerk: Minutes from the August 9, 2024 City Council Emergency Meeting
c) Finance: CS&L Annual Audit Engagement Letter
d) Legislative: Resolution 24-79 - Architectural Review Board Appointment
e) Police: Forfeiture Funds Request
f) Police: Forfeiture Funds Request
g) Public Works & Utilities: 6th Street Court East On-street Parking Between 9th Avenue East and 11th Avenue East
h) Purchasing: Contract for RFP #24-002EJ with Utility Service Co., Inc.
i) Purchasing: Contract for RFP-24-009MK with Synagro South, LLC.
j) Purchasing: Final Contract Extension of IFB #20-01RW with C-Squared Certified General Contractor Inc.
k) Purchasing: Final Contract Extension of IFB #20-01RW with Gator Grading & Paving, LLC.
l) Planning & Community Development: Interlocal Agreement (ILA) between the City of Bradenton, Manatee County and the School District of Manatee County relating to the collection of Educational Facilities Impact Fees
m) Public Works & Utilities: Addendum to Agreement with Jacobs' Operations Management and Facilities Services

MOTION TO APPROVE THE CONSENT AGENDA was made by Vice Mayor Barnebey and seconded by Councilman Cramer. The motion passed 5-0.

NEW BUSINESS:

a) City Administration: Agreement of Purchase and Sale for 1307 9th Street West

Mr. Perry explained the parcel was part of the City Park project. He said staff obtained an appraisal and after speaking with the seller, offered a small amount above the appraised value. He concluded

that the funds to purchase the property would come from Manatee County's allocation for the development of the project.

MOTION TO APPROVE THE PURCHASE OF THE PROPERTY LOCATED AT 1307 9TH STREET WEST AND AUTHORIZE THE CITY ADMINISTRATOR EXECUTE THE AGREEMENT AS PRESENTED was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Coachman. The motion passed 5-0.

b) City Administration: Commercial Lease between Tropicana Manufacturing Company, Inc. and the City of Bradenton

Mr. Perry explained the purpose of obtaining the property was for the relocation of the Public Works and Utilities administration section. He said the lease involves 14,000 square feet of vacant office space. He believed that the facility at Tropicana would better meet their needs because the department had outgrown the S. Earl Crowley building.

MOTION TO APPROVE THE COMMERCIAL LEASE AGREEMENT AS PRESENTED was made by Vice Mayor Barnebey and seconded by Councilwoman Kocher. The motion passed 5-0.

c) Public Works & Utilities: Oyster Restoration Supplemental Environmental Project Discussion

Mr. Perry explained the supplemental environmental projects as agreed with the Suncoast Waterkeeper. He said staff would like to partner with Oyster River Ecology (ORE) to permit and implement the oyster restoration project.

MOTION TO AUTHORIZE STAFF TO MOVE FORWARD WITH THE FUNDING OF THE OYSTER RESTORATION PROJECT THROUGH ORE was made by Councilman Cramer and seconded by Councilwoman Coachman. The motion passed 5-0.

UNFINISHED BUSINESS: None.

Mayor Brown inquired about extending the emergency declaration that day due to Hurricane Debby. Scott Rudacille, City Attorney, said Council could make a motion to extend the declaration, however, the extension would only be for seven days from that day. Attorney Rudacille said if the Council was interested in having more flexibility extending future emergency declarations, he could bring forward an ordinance to change the City's code.

It was the general consensus that the City Council must approve the initial emergency declaration and then extensions could be declared by the Mayor or City Administrator thereafter. Attorney Rudacille said he would bring forward an ordinance at a future meeting.

COUNCIL REPORTS:

Councilwoman Ward V Pam Coachman: Councilwoman Coachman spoke about homelessness and desired to collaborate with non-profits in the area to service them.

Councilwoman Coachman said she attended a ceremony where two individuals from the Police Department were recognized. She said the ceremony was heartwarming.

Councilwoman Ward I Jayne Kocher: Councilwoman Kocher announced there would be a ribbon cutting at G.T. Bray Park on September 19, 2024, for a stormwater project the Sarasota Bay Estuary Program completed. She spoke highly about the project.

Vice Mayor and Councilwoman Ward II Marianne Barnebey: Vice Mayor Barnebey offered deepest sympathies to the families of Dr. Chet Baran and Coach Ackerman.

Vice Mayor Barnebey announced that Manatee Highschool football team will play Southeast High and then announced she celebrated her 41st wedding anniversary in Ireland with her husband.

Councilman Ward III Josh Cramer: Councilman Cramer spoke highly about the communication between Council, Mr. Williams, and Department Heads.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore was pleased to announce she attended the Florida League of Cities Conference and spoke highly of the event.

Councilwoman Gonzalez Moore announced the Marauders game theme on August 30, 2024, was Health and Wellness. She added that she would be throwing the first pitch.

Mayor Gene Brown: Mayor Brown thanked the Pittsburgh Pirates and Marauders organizations for all they do for the City.

Mayor Brown was also excited for the Manatee and Southeast football game and then thanked staff for all they do.

DEPARTMENT HEAD REPORTS:

Chief Bevan provided an update on the after-midnight permit program for establishments offering alcohol after midnight. She said the deadline to apply was October 12, 2024, and officers identified 23 establishments that would be impacted.

Mr. Perry announced the Public Safety Operations Center (PSOC) ribbon cutting would be on September 6, 2024.

Robin Singer, Planning and Community Development Director, explained the City's Building Official was reviewing permit fees and they foresee an approximate 20% increase in fees.

Mayor Brown adjourned the meeting at 10:10 a.m.

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

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 11, 2024 Budget Hearing

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the September 11, 2024 budget hearing.

ATTACHMENTS:
9-11-2024 Budget Hearing Minutes

CITY OF BRADENTON

CITY COUNCIL BUDGET MEETING MINUTES

September 11, 2024
5:01 P.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 5:01 p.m. on Wednesday, September 11, 2024.

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

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

Mayor Brown called the meeting to order at 5:01 p.m.

Lance Williams, Chief Operating Officer, provided a brief update of the proposed 2024 to 2025 budget since the August 28, 2024, budget workshop. He said the current total budget was $207,320,736 and should Council decide to lower the millage rate, the proposed tax reduction would be $380,665.

There was a brief discussion regarding lowering the millage rate.

Tamara Melton, City Clerk, read the following for the record:

- The name of the taxing authority: City of Bradenton
- The rolled-back rate: 5.3425
- The percent increase over the rolled back rate: 8.05%
- The millage rate to be levied: 5.7726

RESOLUTION 24-85 – MILLAGE RATE – FIRST READING AND PUBLIC HEARING

A RESOLUTION LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AND PROVIDING FOR THE DISBURSEMENT OF FUNDS ARISING FROM SAID LEVY; ALSO THE DISBURSEMENTS OF CERTAIN OTHER FUNDS.

RESOLUTION 24-86 - FIRST READING AND PUBLIC HEARING

A RESOLUTION ADOPTING THE BUDGET; AND SETTING REVENUES AND MAKING APPROPRIATIONS FOR CITY OF BRADENTON, FLORIDA FOR THE FISCAL YEAR 2024-25; PROVIDING AN EFFECTIVE DATE.

The public hearing was opened for both resolutions. Those that wished to speak were invited to the podium and no one came forward.

CLOSING REMARKS: None.

Mayor Brown adjourned the City Council meeting at 5:09 p.m.

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

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 11, 2024 City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the September 11, 2024 City Council meeting.

ATTACHMENTS:
9-11-2024 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

September 11, 2024
10:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 10:30 a.m. on Wednesday, September 11, 2024.

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

Councilwoman Ward V Pam Coachman was excused.

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

The pre-meeting invocation was led by Chaplain Paul Ewers.

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

Mayor Brown called the meeting to order at 10:36 a.m.

TIME CERTAIN PUBLIC HEARING:

a) Legal: Resolution 24-75 – Public Hearing

A RESOLUTION OF THE CITY COUNCIL OF BRADENTON, FLORIDA, IMPOSING NON-AD VALOREM SPECIAL ASSESSMENTS AGAINST PRIVATE FOR-PROFIT AND NOT-FOR-PROFIT HOSPITALS LOCATED WITHIN CITY LIMITS FOR THE PURPOSE OF BENEFITING THE ASSESSED PROPERTIES THROUGH MEDICAID AND MEDICAID MANAGED CARE PAYMENTS FOR PROVIDING HEALTH CARE SERVICES TO MEDICAID, INDIGENT, AND UNINSURED MEMBERS OF THE CITY OF BRADENTON COMMUNITY; FINDING AND DETERMINING THAT SUCH PROPERTIES ARE SPECIALLY BENEFITED BY THE ASSESSMENTS; APPROVING THE METHOD OF CALCULATING AND APPORTIONING THE ASSESSMENTS; PROVIDING THE METHOD OF COLLECTING THE ASSESSMENTS; AUTHORIZING AND DIRECTING THE DIRECT BILLING OF THE ASSESSMENTS TO THE OWNERS OR LESSEES OF ASSESSED PROPERTIES; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Rob Perry, City Administrator, explained Resolution 24-75 would set the assessment amount for that year.

MOTION TO APPROVE RESOLUTION 24-75 was made by Councilman Cramer and seconded by Vice Mayor Barnebey. The motion passed 4-0. Councilwoman Coachman was excused.

CITIZEN COMMENTS:

Keith Green, Manatee County, thanked everyone that attended the recent First Responders Mass and looked forward to hosting the event again next year.

PROCLAMATIONS:

a) Legislative: Tribute to Heros Day

Mayor Gene Brown dedicated the proclamation to all heroes that work for the City.

b) Legislative: Constitution Week

Representatives from the Daughters of the American Revolution accepted the proclamation.

PRESENTATIONS: None

CONSENT AGENDA:

a) Clerk: Minutes from the August 23, 2024, Emergency City Council Meeting
b) Clerk: Minutes from the August 30, 2024, Emergency City Council Meeting
c) Administrative Services: Resolution Number 24-39 - North River Fence Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
d) Administrative Services: Resolution 24-84 - 2023-2024 State Housing Initiative Partnership (SHIP) Annual Report
e) Administrative Services: Resolution Number 24-88 - Air & Heat Inc. Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
f) Administrative Services: Resolution Number 24-89 - Coastal FX Construction Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Project
g) Information Technology: Sarasota County Hosting and Technology Services Agreement Renewal
h) Legislative: Resolution 24-92 - Tree and Land Preservation Board Appointment
i) Police: Opioid Funds Expenditure
j) Purchasing: Recommendation of Award for RFP 24-023EJ State Lobbying Services
k) Purchasing: Second Extension of the Agreement for R Grade Anhydrous Ammonia with Airgas Specialty Products, Inc.

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

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Planning & Community Development: ORDINANCE 4039 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM UV (URBAN VILLAGE) TO R-4 (MOBILE HOME) FOR APPROXIMATELY 10.93 ACRES OF LAND GENERALLY LOCATED EAST OF 16TH STREET WEST, SOUTH OF 21ST AVENUE WEST, NORTH OF 26TH AVENUE WEST, WEST OF 14TH STREET WEST, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing for Ordinance 4039 was scheduled for September 25, 2024.

b) Police: ORDINANCE 4052 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES, TO MODIFY THE HOURS OF SALE AND CONSUMPTION OF ALCOHOL TO REFLECT THAT NO ALCOHOL MAY BE SOLD OR CONSUMED ON PREMISES AFTER 2:00 A.M.; AMENDING SECTION 3 OF ORDINANCE 4047 TO REFLECT THAT NO ALCOHOL MAY BE SOLD OR CONSUMED ON PREMISES AFTER 2:00 A.M.; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing for Ordinance 4026 was scheduled for September 25, 2024.

c) Legal: ORDINANCE 4053 – FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON CODE OF ORDINANCES SECTION 26-38 TO MODIFY PROVISIONS RELATING TO THE POWERS, DUTIES AND PROCEDURES OF CITY OFFICIALS IN A DISASTER EMERGENCY; 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 for Ordinance 4026 was scheduled for September 25, 2024.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

a) Police: Resolution 24-90 - After Midnight Permit Fees

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, ESTABLISHING A SCHEDULE OF FEES FOR AFTER MIDNIGHT PERMIT APPLICATIONS AND RENEWALS, AS PROVIDED IN SECTION 6-2 OF THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

Scott Rudacille, City Attorney, announced that Resolution 24-90 would establish fees for after midnight permits for businesses that serve alcohol. He said the permit fee was $100 for the initial application, with no recurring application fee. He added that all established businesses were grandfathered in, and only new businesses will have to apply and pay the fee.

MOTION TO APPROVE RESOLUTION 24-90 was made by Councilwoman Kocher and seconded by Vice Mayor Barnebey. The motion passed 4-0. Councilwoman Coachman was excused.

Councilwoman Gonzalez Moore voiced concerns about potential costs associated for businesses to become compliant. Melanie Bevan, Police Chief, explained the Community Redevelopment Agency (CRA) offered grants supporting Crime Prevention Through Environmental Design (CPTED) classes.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Vice Mayor and Councilwoman Ward II Marianne Barnebey: Vice Mayor Barnebey noted she was wearing a pin given to her by her brother-in-law retired Air Force Colonel, John McDonald. She said he was at the Pentagon on September 11, 2001. On this day, she would like to salute him for his service.

Councilman Ward III Josh Cramer: Councilman Cramer announced that in 2022, he and his wife visited the Flight 93 National Memorial. He said that it was a very somber place and noted everyone remembered where they were when the attacks happened on September 11, 2001.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore said she remembers where she was when she heard about the attacks. She said everyone should be appreciative and not take anything for granted.

Councilwoman Ward I Jayne Kocher: Councilwoman Kocher noted that debt can never be repaid, and we can never forget all of those who lost their lives on September 11, 2001.

Councilwoman Kocher expressed her condolences to the family of Bill Edwards due to his recent passing and spoke highly about all he did for the community.

Councilwoman Kocher ensured rumors that she was retiring were untrue. She was deeply concerned that the rumors could be spread without any effort to verify the facts. As a Councilmember, she took the responsibility very seriously and would continue to serve.

Mayor Gene Brown: Mayor Brown also sent his condolences to the Edwards family as well.

He thanked heroes that served the City and in the military. He concluded that during tragedy people come together.

DEPARTMENT HEAD REPORTS: None.

Mayor Gene Brown adjourned the meeting at 11:05 a.m.

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

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 24, 2024 City Council Emergency Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the September 24, 2024 City Council emergency meeting.

ATTACHMENTS:
9-24-2024 City Council Emergency Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL EMERGENCY MEETING MINUTES

September 24, 2024
9:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 9:30 a.m. on Tuesday, September 24, 2024.

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

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

Mayor Brown called the meeting to order at 9:32 a.m.

Rob Perry, City Administrator, explained Potential Tropical Cyclone Nine was a threat to Florida. He provided forecasts for the storm and announced Manatee County would activate their Emergency Operations Center (EOC) the next day. He planned to activate the City's Public Safety Operations Center (PSOC) the next day as well.

Mr. Perry announced staff requested Tiger Dam Systems from Manatee County to minimize damage to the City's infrastructure. He explained sandbags were being distributed and he expected Manatee County would begin recommending evacuations.

Jeff Burton, Community Redevelopment Agency (CRA) Executive Director, announced the CRA Board meeting on September 26, 2024, was cancelled.

EMERGENCY DECLARATION

a) City Administration: Resolution 24-96 for Potential Tropical Cyclone Nine

MOTION TO APPROVE RESOLUTION 24-96 AS PRESENTED was made by Vice Mayor Barnebey and seconded by Councilwoman Kocher. The motion passed 5-0.

Mayor Brown adjourned the meeting at 9:44 a.m.

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

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 25, 2024 Budget Hearing

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the September 25, 2024 budget hearing.

ATTACHMENTS:
9-25-2024 Budget Hearing Minutes

CITY OF BRADENTON

CITY COUNCIL BUDGET MEETING MINUTES

September 25, 2024
5:01 P.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 5:01 p.m. on Wednesday, September 25, 2024.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Tamara Melton, City Clerk; and Scott Rudacille as City Attorney.

Mayor Brown called the meeting to order at 5:01 p.m.

Lance Williams, Chief Operating Officer, explained the budget was calculated that City Council would reduce the millage rate by one-sixteenth. He added that Council could keep the current millage rate at 5.7726 or reduce the millage rate to 5.7101.

It was the general consensus of Council to lower the millage rate to 5.7101.

Tamara Melton, City Clerk, read the following for the record:

- The name of the taxing authority: City of Bradenton
- The rolled-back rate: 5.3425
- The percent increase over the rolled back rate: 6.88%
- The millage rate to be levied: 5.7101

RESOLUTION 24-85 – MILLAGE RATE – FIRST READING AND PUBLIC HEARING

A RESOLUTION LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AND PROVIDING FOR THE DISBURSEMENT OF FUNDS ARISING FROM SAID LEVY; ALSO THE DISBURSEMENTS OF CERTAIN OTHER FUNDS.

RESOLUTION 24-86 - FIRST READING AND PUBLIC HEARING

A RESOLUTION ADOPTING THE BUDGET; AND SETTING REVENUES AND MAKING APPROPRIATIONS FOR CITY OF BRADENTON, FLORIDA FOR THE FISCAL YEAR 2024-25; PROVIDING AN EFFECTIVE DATE.

The public hearing was opened for both resolutions. Those that wished to speak were invited to the podium and no one came forward.

MOTION TO REDUCE THE MILLAGE RATE TO 5.7101 was made by Councilwoman Kocher and seconded by Vice Mayor Barnebey. The motion passed 5-0.

MOTION TO APPROVE RESOLUTION 24-86 was made by Councilwoman Gonzalez Moore and seconded by Vice Mayor Barnebey. The motion passed 5-0.

Scott Rudacille, City Attorney, requested clarification that the first motion was to approve resolution 24-85 with the reduced millage rate of 5.7101.

Councilwoman Kocher explained her intention was to approve Resolution 24-85 with the reduced millage rate of 5.7101, and the remaining councilmembers agreed that was their understanding as well.

CLOSING REMARKS: None.

Mayor Brown adjourned the City Council meeting at 5:07 p.m.

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

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the October 1, 2024 City Council Emergency Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the October 1, 2024 City Council emergency meeting.

ATTACHMENTS:
10-1-2024 City Council Emergency Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL EMERGENCY MEETING MINUTES

October 1, 2024
10:00 A.M.

The City of Bradenton City Council met in the City Hall Lobby Conference Room, 101 Old Main Street, Bradenton, Florida, at 10:00 a.m. on Tuesday, October 1, 2024.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Melanie Bevan, Police Chief; Brian Canaday, Assistant Fire Chief; Robin Singer, Planning and Community Development Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

Mayor Brown called the meeting to order at 10:00 a.m.

EMERGENCY DECLARATION

a) City Administration: Resolution 24-98 for Invest 97L

Rob Perry, City Administrator, explained that Resolution 24-98 would extend the state of emergency for Invest 97L, which became Hurricane Debby.

Scott Rudacille, City Attorney, announced that Ordinance 4053 was passed at the September 25, 2024, City Council meeting. That ordinance, he continued, allowed for the Mayor or City Administrator to extend the emergency declarations without calling a City Council meeting.

MOTION TO APPROVE RESOLUTION 24-98 was made by Vice Mayor Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

b) City Administration: Resolution 24-99 for Potential Tropical Cyclone Nine

Mr. Perry explained that Resolution 24-99 would extend the state of emergency for Potential Tropical Cyclone Nine, which became Hurricane Helene.

MOTION TO APPROVE RESOLUTION 24-99 was made by Councilman Cramer and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

c) City Administration: Authorization for the City Administrator to Develop a Disaster Recovery Emergency Program

Mr. Perry said following the destruction from Hurricane Helene, he felt the City needed a Disaster Emergency Program to assist residents. He explained that the City budgeted emergency funds many years ago and he would like to use $500,000 of those funds to help citizens that were affected by the storm.

Following a brief discussion, **MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO DEVELOP A DISASTER RECOVERY EMERGENCY PROGRAM** was made by Councilwoman Gonzalez Moore and seconded by Councilman Cramer. The motion passed 5-0.

Mr. Perry announced that staff would be going door to door to speak to residents in areas that were most affected by Hurricane Helene and then presented a flier that would be distributed. Melanie Bevan, Police Chief, recommended adding resources for mental health because of the way the storm had affected the community.

Mayor Brown adjourned the meeting at 10:29 a.m.

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

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the October 5, 2024 City Council Emergency Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the October 5, 2024 City Council emergency meeting.

ATTACHMENTS:
10-5-2024 City Council Emergency Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL EMERGENCY MEETING MINUTES

October 5, 2024
8:00 P.M.

The City of Bradenton City Council met at the Public Safety Operations Center (PSOC), 2905 59th Street West, Bradenton, Florida, at 8:00 p.m. on Friday, October 5, 2024.

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

Councilwoman Ward V Pam Coachman was excused.

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; and Tamara Melton, City Clerk.

The emergency meeting was called to order at 8:01 p.m.

EMERGENCY DECLARATION:

a) Clerk: Resolution 24-102 for Tropical Storm Milton

Rob Perry, City Administrator, provided an update on Tropical Storm Milton which included the projected path, preventative measures in place, communications, and activation of the PSOC facility the following day.

MOTION TO APPROVE RESOLUTION 24-102 was made by Vice Mayor Barnebey and seconded by Councilwoman Kocher. The motion passed 4-0. Councilwoman Coachman was excused.

The meeting was adjourned at 8:24 p.m.

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

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the October 18, 2024 City Council Special Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the October 18, 2024 City Council special meeting.

ATTACHMENTS:
10-18-2024 City Council Special Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL SPECIAL MEETING MINUTES

October 18, 2024
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 Friday, October 18, 2024.

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

Vice Mayor Ward II Marianne Barnebey

City Officials: Rob Perry, City Administrator; Tim Geer, Fire Chief; Nilsa Taylor, Administrative Services Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The special meeting was called to order at 8:32 a.m.

CITIZEN COMMENT ON AGENDA ITEMS: None.

EVENT FOR REVIEW:

a) Event Review Committee: Bradenton Alive Halloween Celebration

Kelly Thomas, Legislative Aide and Event Review Coordinator, explained that the special meeting was called because the October 9, 2024, City Council meeting was cancelled due to Hurricane Milton. She announced that the Bradenton Alive Halloween Celebration event was presented to them that day because the next meeting was not scheduled until November 6, 2024.

Councilwoman Coachman believed the community needed normalcy following Hurricanes Helene and Milton.

MOTION TO APPROVE THE BRADENTON ALIVE HALLOWEEN APPLICATION AND SITE PLAN was made by Councilman Cramer and seconded by Councilwoman Coachman. The motion passed 4-0. Vice Mayor Barnebey was excused.

The meeting was adjourned at 8:34 a.m.

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

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive Friendly City Music Festival

SUGGESTED ACTION: Event Review Committee recommends approval with stipulations: 2 BPD Extra Duty Officers onsite per day of event, Public Works staff onsite for Friday (4) and Saturday (6), 10 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:
This is a special event application for Bradenton Alive: Friendly City Music Festival to be held November 1-2, 2024, at the Riverwalk Pavilion and parking lot area. They have an expectation of 500 per day. The free festival will feature multiple live bands on stage, food trucks, merchandise vendors, beer tent and a VIP seating area.

SUGGESTED MOTION:
Motion to approve the Bradenton Alive Friendly City Music Festival event with the recommended stipulations from staff.

ATTACHMENTS:
Bradenton Alive Friendly City Music Festival Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 9/25/24

Contact Name: Kristen Lee Coats

Contact Phone 1: 727-492-2697

Contact Email: kristen@22nrocks.com

Contact Phone 2: 813-478-0229 David Lay

Address: 3850 67th Street Ct E

City: Bradenton

State: FL

Zip: 34208

Event Information

Name of Event: Bradenton Alive Friendly City Music Festival

Event Date: Nov 1-2, 2024

Purpose of Event: Celebration of Music

Description of Event: multiple live bands on stage, food trucks, merchandise vendors, beer tent, VIP area

Event Location: Rossi Park, Riverwalk Pavilion

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	Nov 1, 2024	Friday	1:00pm		
Event Day 1	Nov 1, 2024	Friday	6:00pm	10:00pm	500
Event Day 2	Nov 2, 2024	Saturday	2:00pm	10:00pm	500
Event Day 3					
Break Down	Nov 2, 2024	Saturday	10:00pm	2:00am	

Number of years event has been held: 0

Past Attendance: 0

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'x10'	10	parking lot for vendors and beer tent
10'x20'	2	VIP area

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: 110/220v

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

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

Generator used if electric in park is not sufficient.

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? Inside the food truck, or under the food vendor tents

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.

Multiple live bands on stage with sound reinforcement to cover park area

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.

merchandise vendors, food trucks, face painting, children craft booth

(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 ☒ Note: Please complete the Street Closure Form.

Application Review

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

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

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

Rental Contract

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

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

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

I, Kristen Lee Coats, applicant/event organizer for Bradenton Alive Friendly City Music Festival (event), scheduled for (date&hours), Nov 1-2, 2024, from 6-10p to 2-10p, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristen Lee Coats
Signature of Applicant/Event Organizer

Nightlife Productions, LLC
Organization

Kristen Lee Coats
Typed or Printed Name and Title

9/25/24
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Kristen Lee Coats
Signature of Applicant/Event Organizer

Nightlife Productions, LLC
Organization

Kristen Lee Coats
Typed or Printed Name and Title

9/25/24
Date

(03/2022)

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

Name of Requestor: Kristen Lee Coats

Name of Organization: Nightlife Productions, LLC

Street Address: 3850 67th Street Ct E

City: Bradenton State: FL Zip: 34208

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

Name of Event: Bradenton Alive Friendly City Music Festival

Start Date: 11/1/24 End Date: 11/2/24 Start Time: 6p End Time: 10p

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

Parking lot of Riverwalk Pavilion, Rossi Park

Proposed detour route (include alternative road and map):

Additional notes and comments:

Barricades need to be placed at parking lot entrance starting at 6am on Friday 11/1/24
to prevent public parking in parking lot during loading in and event itself for Friday and Saturday.

(03/2022)

Bradenton Alive Friendly City Music Festival

Site Map

November 1-2, 2024



AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive New Year's Eve Celebration

SUGGESTED ACTION: The Event Review Committee recommends approval with the following stipulations:
Port-o-lets (including ADA compliant) onsite, 8 Public Works staff onsite, 6 BPD Extra Duty Officers and 1 BPD Extra Duty Supervisor onsite and compliance of all COB Special Event Standards.

Note: Public Works and BPD will be covering two areas: Old Main Street and the VIP area located on City Hall Parking Garage

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Nightlife Productions LLC is requesting approval for their Bradenton Alive New Year's Eve Celebration to be held on December 31, 2024, on Old Main Street. The event is free and will feature food trucks, alcohol sales, 2 live bands, 1 D.J., merchandise vendors and fireworks.

Event hours: 8:30 p.m. to 12:30 a.m. with an expected attendance of 1,000.

There will be a VIP viewing area located on the top floor of the City Centre Parking Garage.

SUGGESTED MOTION:

Motion to approve the Bradenton Alive New Year's Eve Celebration with the stipulations recommended by staff.

ATTACHMENTS:
Bradenton Alive New Year's Eve Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 9/18/2024

Contact Name: Kristen Lee Coats

Contact Phone 1: 727-492-2697

Contact Email: kristen@22nrocks.com

Contact Phone 2: 813-478-0229 David Lay

Address: 3850 67th Street Ct E

City: Bradenton

State: FL

Zip: 34208

Event Information

Name of Event: Bradenton Alive New Years Eve Celebration

Event Date: 12/31/2024

Purpose of Event: New Years Eve Celebration

Description of Event: 2 stages with live music, DJ, food trucks, beer tents, merchandise vendors, VIP area

Event Location: 12th Street W (Old Main Street) between SR 64 and 3rd Avenue, ~~parking lot of City Hall (not BPD section)~~, top floor of parking garage (VIP area)

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): Old main St, City Parking Garages	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	12/31/24	Tuesday	1pm		
Event Day 1	12/31/24	Tuesday	8:30pm	12:30a	1000
Event Day 2					
Event Day 3					
Break Down	1/1/2025	Wednesday	12:30am	2:30am	

Number of years event has been held: 1

Past Attendance: 500

(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'x10'	10	Old Main Street, top of parking garage, parking lot

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: 110/220v

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

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

Generator if needed, back up for any failed electric

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? Food trucks, catered VIP area

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.

2 live bands and 1 DJ with sound reinforcement to cover city block, parking lot and upper floor of parking garage

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.

Merchandise and food vendors, food trucks

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Kristen Lee Coats, applicant/event organizer for Bradenton Alive New Years Eve Celebration (event), scheduled for (date&hours), 12/31/2024 - 1/1/2025, from 8:30pm to 12:30am, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristen Lee Coats — Signature of Applicant/Event Organizer

Nightlife Productions, LLC — Organization

Kristen Lee Coats - Production Manager — Typed or Printed Name and Title

9/18/2024 — Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Kristen Lee Coats — Signature of Applicant/Event Organizer

Nightlife Productions, LLC — Organization

Kristen Lee Coats - Production Manager — Typed or Printed Name and Title

9/18/2024 — Date

(03/2022)

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

Name of Requestor: Kristen Lee Coats

Name of Organization: Nightlife Productions, LLC

Street Address: 3850 67th Street Ct E

City: Bradenton State: FL Zip: 34208

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

Name of Event: Bradenton Alive New Years Eve Celebration

Start Date: 12/31/2024 End Date: 1/1/2025 Start Time: 1:00p End Time: 2:30a

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

12th Street W(Old Main Street) between SR64 and bollards just past intersetion with 3rd Avenue W
3rd Avenue W between 10th Street and 13th Street (bollard locations)
4th Avenue W between 10th Street and 13th Street (bollard locations)

Top deck of parking garage(VIP area)

~~Parking lot of City Hall (not BPD section)~~

Proposed detour route (include alternative road and map):

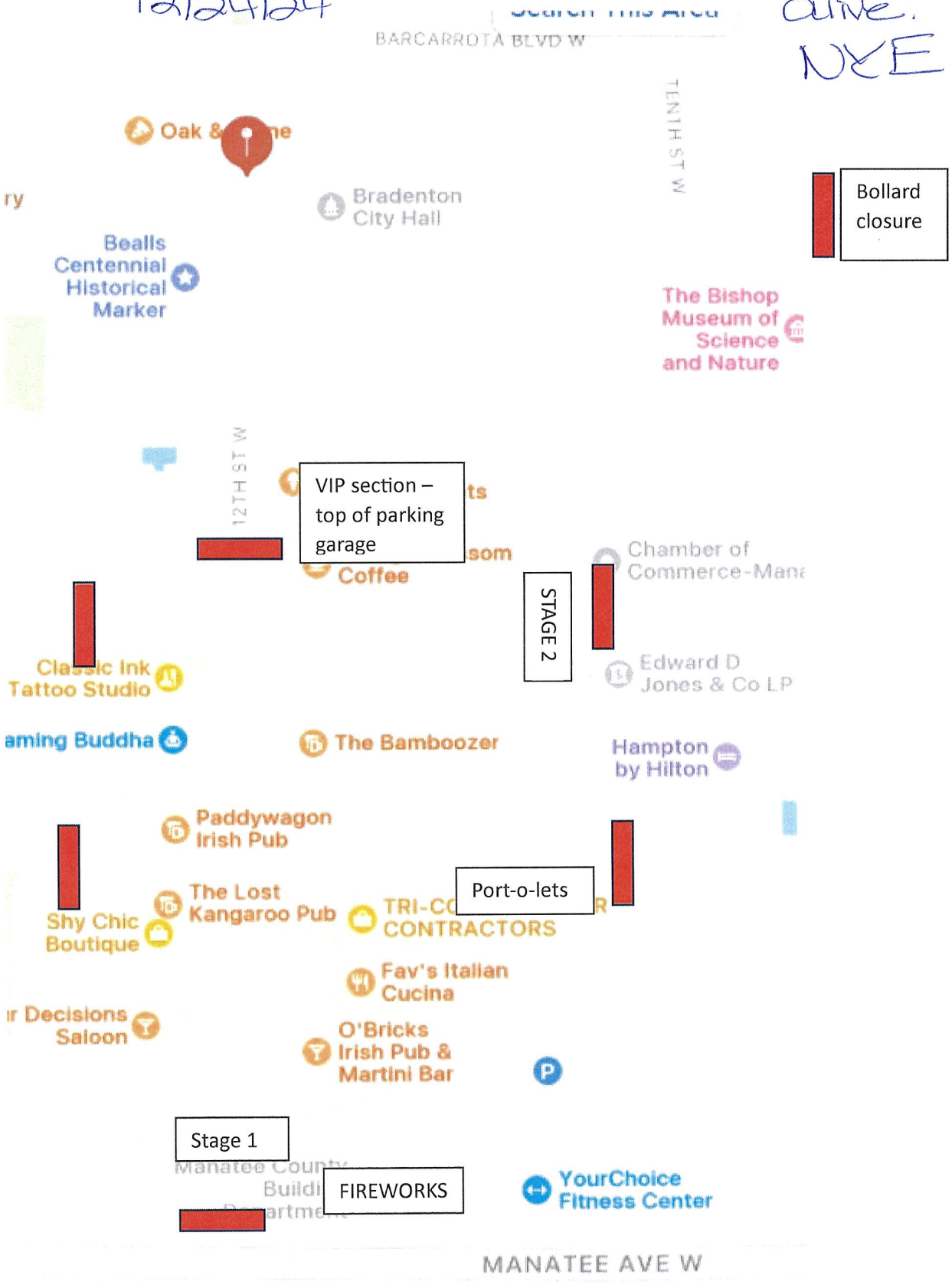
Additional notes and comments:

**access to apartments on 12th Street W acknowledged
Road closures are between bollard locations

(03/2022)

Revised Siteplan - 12/24/24

Bradenton Live: NYE



AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-100 - Affordable Housing Advisory Committee Appointment

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Lt. Christopher Deshaies to the Affordable Housing Advisory Committee. He will replace Capt. Waller and fulfill the remainder of his term.

SUGGESTED MOTION:
Motion to approve Resolution 24-100.

ATTACHMENTS:
Resolution 24-100 and Application

RESOLUTION NUMBER 24-100

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

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

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

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

LT. CHRISTOPHER DESHAIES for a term to expire April 2025.
(Lt. Deshaies will replace Capt. Phil Waller and fulfill the remainer of his term.)

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 9th day of October, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

City of Bradenton

Application for Volunteer Boards

Please √ appropriate box:

- ☑ Affordable Housing Advisory Committee
- ☐ Architectural Review Board
- ☐ Bradenton Housing Authority
- ☐ Fire Pension Board*
- ☐ Tree and Land Preservation Board
- ☐ Merit Board
- ☐ Nuisance Abatement Board*
- ☐ Planning Commission*
- ☐ Police Pension Board*

*These positions require that an annual Financial Statement be filed with the Supervisor of Elections office.

Please provide the following information:

Name: Lt. Christopher Deshaies Address: 100 10th St W Bradenton, FL 34205

Email: Christopher.Deshaies@bradentonpd.com Phone: 941-932-9379 Cell: 603-540-1687 or 941-877-4572

Do you reside within city limits? _____ Work in city limits? Yes, Bradenton Police Dept.

Current Employer (*If Applicable*): Bradenton Police Department

Please summarize your work experience:
Currently a Law Enforcement officer.

What special skills would you bring to the board?
Law Enforcement experience.

Why would you like to serve on this board?
To assist with the Affordable Housing Advisory Committee.

Have you served on a volunteer board with the City? If so, when and what board?
NO

Signature of Applicant: [signature] #174 *Date*: 9/24/2024

*Please return **application** with your **RESUME** to*:
Mayor Gene Brown
City of Bradenton, 101 Old Main St., Bradenton, FL 34205
or mayor@cityofbradenton.com

AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Comprehensive Plan Analysis Letter

SUGGESTED ACTION: Authorize the transmission of the letter to the State Department of Economic Opportunity

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City of Bradenton submitted a letter on August 29, 2023, indicating that amendments would be necessary to remain consistent, primarily due to F.S. Section 163.3177(5)(a) which requires that the Plan address 10- and 20-year planning timeframes. Upon further review, staff has determined that the projected population of the City will be accommodated by the allowable densities in the City's Future Land Use Element through redevelopment and that the demand and supply analysis of the Southwest Florida Water Management District shows sufficient capacity to support anticipated growth within the City's service area.

Staff has prepared a letter for transmission to the State indicating that the development of the additional units to accommodate anticipated growth in the next 20 years is already provided for in the Comprehensive Plan and that no additional amendments are necessary at this time.

SUGGESTED MOTION:
Motion to approve the submission of the Comprehensive Plan Evaluation letter to

the State Department of Economic Opportunity.

ATTACHMENTS:
Comprehensive Plan Evaluation Letter

CITY OF BRADENTON

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

November 7, 2024

Barbara Powell
Florida Commerce
Division of Community Development
Caldwell Building
107 East Madison - MSC 160
Tallahassee, Florida 32399-4120

RE: City of Bradenton Comprehensive Plan Evaluation

Ms. Powell,

The City of Bradenton is reversing the determination that amendments to the City's Comprehensive Plan are necessary to maintain compliance with Florida Statutes and the evaluation and appraisal of the Plan.

The City of Bradenton had submitted a letter on August 29, 2023 indicating that amendments would be necessary to remain consistent, primarily due to F.S. Section 163.3177(5)(a) which requires that the Plan address 10 and 20 year planning timeframes. Upon further review, the City has determined that the projected population of the City will be accommodated by the allowable densities in the City's Future Land Use Element through redevelopment and that the demand and supply analysis of the Southwest Florida Water Management District shows sufficient capacity to support anticipated growth within the City's service area.

The Bureau of Economic and Business Research provides projections on a county basis, with a 33% increase in populations projected for Manatee County by 2045. The Bureau estimates for the City of Bradenton over the last four years since the Census indicate an average growth rate of .0075% annually. A continuation of this growth through redevelopment would create the potential needs for approximately 4,000 additional dwelling units by 2045. Densities on the privately owned parcels within the City's downtown redevelopment areas would accommodate more than 25,000 units with additional densities permitted for affordable housing. As the City is built out and the transportation and utility facilities are already in place to support proposed and existing development, no additional improvements are required to support the growth anticipated in the plan with allowable densities.

Gene Brown *Mayor* | **Jayne Kocher** *Ward 1* | **Marianne Barnebey** *Ward 2* | **Josh Cramer** *Ward 3* | **Lisa Gonzalez Moore** *Ward 4* | **Pam Coachman** *Ward 5*

The City finds there are no other changes to the Statutes since the last amendments to the Comprehensive Plan that require modifications at this time. This letter was reviewed and approved by the City of Bradenton City Council at their regular meeting on November 6, 2024.

Please contact the Planning and Community Development Department at: planning@bradentonfl.gov or Robin Singer, PCD Director, at robin.singer@bradentonfl.gov (941) 932-9408 for additional information or notification.

Sincerely,



Robin D. Singer
Planning and Community Development Director
City of Bradenton, Florida

Cc: Mayor Gene Brown
Rob Perry, City Administrator

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Golden Meadows Final Plat (f.k.a. Jordan Creek West).

SUGGESTED ACTION: Approval.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The applicant is requesting Final Plat approval for Golden Meadows (f.k.a. Jordan Creek West). The subject plat represents 32 new single-family home lots with a common open space that includes a storm water retention area. In addition, the development consists of an east/west extension of 20th Avenue West between 29th Street West and 31st Street West.

City Surveyor David Cronkhite, PSM, of the Bradenton Public Works & Utilities Department, has certified that the plat is in accordance with Florida Statute 177.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Approval of the Golden Meadows Final Plat.

ATTACHMENTS:
Subdivision Plat Application
Staff Report
Approval Letter from the City Surveyor

MORRIS
ENGINEERING & CONSULTING LLC

LETTER OF TRANSMITTAL

DATE: **July 23, 2024**

TO:	**City of Bradenton** **101 Old Main Street** **Bradenton, FL 34205**	PHONE: FAX:

PROJECT:	**Golden Meadows (fka Jordan Creek West)**
REFERENCE:	**Final Plat Submittal**

COPIES	DESCRIPTION
1	**Final Plat Application**
1	**Notarized Agent Authorization**
1	**Final Plat (Signed/Sealed)**
1	**Survey (Signed/Sealed)**
1	**Letter of Request**
1	**Review Fee $1200.00**
1	**Proof of Taxes Paid**
1	**Title Opinion**
1	**SIP Approval Letter**
1	**EOPC & Approval Letter/Bond**
1	**CD (pdf and CAD)**

Plat

COMMENTS:

Mary M. Stephens

Mary M. Stephens
Permitting Administrator

MORRIS
ENGINEERING & CONSULTING LLC

July 15, 2024

City of Bradenton
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205

Reference: Golden Meadows fka Jordan Creek West
Final Plat Submittal

To whom it may concern:

On behalf of the developer, the enclosed submittal package is provided for review and approval of the Final Plat for the Golden Meadows development. The request is to plat the 33-lot development that has previously obtained Preliminary Plat and Site Improvement Plan Approvals from the City as Jordan Creek West. The items below are attached for review:

- Final Plat Application (with Agent Authorization)
- Final Plat (pdf and CAD)
- Boundary, Topo, & Tree Survey
- Closure Report
- Declaration
- Review Fee
- Title Opinion
- SIP Approval Letter
- EOPC, Approval Letter, Bond
- Proof of Taxes Paid
- Bond
- CD

We trust this information meets your needs at this time; however, should you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,
MORRIS ENGINEERING & CONSULTING, LLC

Matthew J. Morris, P.E.
President

Subdivision Plat Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: AMH Development LLC

Owner Address: 23975 Park Sorrento, Suite 300, Calabasas, CA 91302 Telephone:

Name of Agent: Matthew J. Morris, P.E., Morris Engineering & Consulting, LLC

Agent Address: 6997 Professional Pkwy E. Suite B, Sarasota, FL 34240 Telephone: 941-444-6644

Owner/Agent Email: mmorris@morrisengineering.net

PROPERTY INFORMATION (REQUIRED)

Property Address: 3011 19th Ave. W. Bradenton, FL 34205

Subdivision Name/Phase: Jordan Creek West

Parcel ID: 4202300109 Acreage: 9.81

Zoning District: BR R-1 Future Land Use: City

*click to view Zoning map *click to view FLU map

Ward #: 3 Neighborhood #: 2690

*click to view Ward map *click to view Neighborhoods map

Indicate Type of Subdivision Plan Request: Preliminary Final

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process. Submit a single all-inclusive electronic copy (pdf) of application and all support materials to **permitting@cityofbradenton.com.**

▶ **Preliminary Subdivision Plat Application**
- Preliminary Subdivision Plat Fee: $2,820
- Notarized Agent Authorization Form, if applicable
- Letter of Request
- Preliminary Subdivision Plat (see page 2 for Plan requirements)
- Concurrency Review Application (see page 4 for Concurrency Review requirements)

▶ **Final Subdivision Plat Application**
- Final Subdivision Plat Fee: $1,200 (includes recording fees and surveyor certifications)
- Notarized Agent Authorization Form, if applicable
- Letter of Request
- Final Subdivision Plat (see pgs 6-9 for checklist, pdf and dwg of final review.
- Proof that taxes are paid to date
- Copy of Site Improvement Permit Approval Letter
- One (1) set of mylar copies of Final Subdivision Plat for recording (submit after final review by Staff)

REQUIRED

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Signature of Owner/Applicant 03-06-24 Date

CITY STAFF ONLY

Application Fees:
Fee Required: **Pre: $2,820**
Final: $1,200

Application Sufficiency:
Sufficient:☐
Incomplete:☐

FEE COLLECTED: $
RECEIPT #:

APPLICATION #: 243165

CITY COUNCIL:

PLANNING COMMISSION:

DRC:

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

bradenton

Subdivision Plat Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

The requirement for a **Preliminary** Subdivision Plat is waived for a subdivision of five lots or less and no new streets are proposed.

SITE PLAN REQUIREMENTS (for PRELIMINARY and FINAL SUBDIVISION):
The Subdivision Plan shall be drawn at a scale of 1"=200" or larger and shall show the following:

SITE PLAN REQUIREMENTS — REQUIRED

A. *Name of subdivision*
B. *Names and addresses of the owners, contractor, planner, architect, engineer or surveyor and the owners of adjacent property*
C. *Date, approximate north point and graphic scale*
D. *Legal description and acreage of land within the project*
E. *Contours at an interval of not greater than five feet or at a lesser interval if deemed necessary by the Planning Commission*
F. *Boundary lines of the project and their bearings and distances*
G. *Existing and proposed easements and their locations, widths, bearings and distances*
H. *Streets and waterways on and adjacent to the project and their names, widths, bearings and other dimensions as may be required*
I. *Utilities on and adjacent to the project showing proposed dimensions and connections to existing utility systems*
J. *Access roads and their relationship to existing and proposed streets, alleys and other public ways*
K. *Sites, and the acreages, if any, to be reserved for parks, playgrounds, schools or public uses*
L. *Lot lines, lot numbers, and blocks*
M. *The following supplementary material shall accompany the Preliminary Plat:*
    1. *General location and vicinity map*
    2. *Whenever part of a tract is proposed as an immediate project and additional parts of the tract are intended to be proposed as projects in the future, a sketch plan for the entire tract shall be submitted at the same time the Preliminary Plat for the first part of the tract is submitted*
    3. *Proposed method of assuring the perpetual ownership and maintenance of areas within the project that are to be used for open space, recreational or other common or public purposes, including a detailed statement of such assurance, including covenants, agreements or other specific documents as required*
    4. *Copies of proposed restrictions or protective covenants, if any.*

bradenton
The Friendly City

Subdivision Plat Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

PRELIMINARY SUBDIVISON PLAN PROCEDURES

PRELIMINARY SUBDIVISION PLAT REVIEW PROCEDURE:

Prior to the preparation of a Preliminary Subdivision Plat, the developer of a subdivision shall meet with the Development Review Committee (DRC) to discuss the concept of the proposed subdivision and the requirements of the Land Use Regulations (LUR). The developer shall provide a conceptual plan showing the tract of land, its relationship to the surrounding properties and general development scheme. The Pre-Application meeting and informal review is designed to prevent costly and avoidable revisions in the layout.

After application submittal, The Preliminary Subdivision Plat shall be reviewed by the DRC and Planning Commission per the requirements of Section 4.2 of the Land Use Regulations. The Planning Commission shall hold a public hearing on the application and shall recommend to the City Council to approve, approve with stipulations, or deny the request.

The City Council, after receiving the Planning Commission's recommendation, shall approve, approve with stipulations, or deny the application with specific reference to provisions of Section 4.2 of the LURs. The Preliminary Subdivision Plat shall not be approved unless services as required by Subsection 4.1.1.5 of the LURs are available or will be available at the time the Certificate of Use is issued.

The approval of a Preliminary Subdivision Plat constitutes a finding of concurrency compliance and a Reservation of Capacity for roadways, sewer and water, public drainage and recreation facilities, subject to the stipulations placed on the approval.

Approval of the Preliminary Subdivision Plat shall be valid for two years. An extension of time may be applied for by the developer by submitting a letter of request to the City Council through the PCD Director. Reservation of Capacity for public facilities may be extended, or City Council may choose to extend the approval of the Preliminary Subdivision Plat but not to extend the Reservation of Capacity in public facilities if there is demand for the capacity by other developments. City Council may set a separate date for reconsideration of the Reservation of Capacity or may reconsider at the time of the next request or extension of the subdivision's preliminary approval.

FINAL SUBDIVISON PLAN PROCEDURES

FINAL SUBDIVISION PLAT REVIEW PROCEDURE:

Following the approval of the Site Improvement Permit, the Final Subdivision Plat application may be submitted. In addition, a reproducible plan showing all lot lines, easements, and rights-of-way, shall be submitted in a digital .dwg format. However, the Final Plat shall not be accepted for review if the reservation of capacity has expired.

Prior to forwarding the Final Plat to City Council for approval, a certification of one of the following must be obtained from the Department of Public Works:

A. All required public improvements have been completed to the satisfaction of the Director of Public Works and are accepted by the City.
B. A bond or letter of credit deemed sufficient by the City Clerk and the Director of Public Works has been posted.

Surveyors Certificate of Approval certifying that the Final Subdivision Plat has been reviewed for conformity with the requirements of F.S. Chapter 177, the Land Use Regulations and the subdivision ordinance of the City.

If the Final Subdivision Plat is substantially in accord with the approved Preliminary Subdivision Plat, fulfills all attached conditions and stipulations, and the applicant has furnished proof that the taxes are paid to date as required by F.S. 197.192, and is complete and contains all of the required certifications, the City Council shall approve the plat, and the Mayor shall indicate such approval on the Final Plat by signing the certification of approval for recording. Approval of the Final Subdivision Plat shall reserve capacity of public facilities for a period of two years except that reservation for single-family subdivisions shall have no expiration date. At the end of the two years, the reservation shall expire for all lots which have not received Building Permits for structures.

When all certifications have been made by the City, the City Clerk and Treasurer shall record the Final Subdivision Plat with the Clerk of the Circuit Court as an official plat of record. A second reproducible and fully certified copy shall be filed with the PCD Director for permanent record.

City of Bradenton Final Subdivision Plat Checklist

The following checklist is provided to assist Surveyors submitting plats to be recorded in the City of Bradenton. It is the sole responsibility of the Surveyor seeking recording to review relevant Florida Statutes and the Land Use Regulations (LUR) of the City of Bradenton to insure compliance with all regulatory and statutory requirements and conditions. Be advised that submissions that have excessive deficiencies may be disapproved with minimal comments. Code underlined is taken from the City of Bradenton's Land Use Regulations, *Italics is from the Florida Statutes*, Text in blue currently lacks specific statute or code, but is requested so that formatting and \ or data can assist with a timely review and improve the quality of the plat. A PDF copy of the "Preliminary Subdivision Plat" previously submitted should be included with this Final Subdivision Plat submission to assist with the Final Subdivision Plat review.

Statute / Code	Short Description	✓ or N/A
177.041 (1)	Copy of signed and sealed Boundary Survey [specifically of the land(s) being platted]	X
177.041 (2)	Title opinion or Certification provided, taxes paid at time of recording	
177.051 (1)	Unique Plat Name.... First name restrictions "~~the~~," "~~replat~~," or "~~a~~"	X
177.051 (2)	"Replat" used for any change in plat	N/A
177.061	Surveyor's note of supervision and compliance License number of surveyor Printed name, address, and certificate of authorization number Company	X
177.071 2.2.11.4.b.iii	City Council's certificate of approval	
177.081 (1) 2.2.11.4.b.ii	City Surveyor's certificate of approval	
177.081 (2)	Dedication by the owner(s) & mortgagee(s)	
177.081 (3)	Public use (Esmts., R/W, etc. presumed to be public unless otherwise stated)	
177.091 (1) (b)	Print or photographic copy provided w/ original	
177.091 (2)	Margins = 3" Left, ½ all others	

City of Bradenton Final Subdivision Plat Checklist

Statute / Code	Short Description	✓ or N/A
~~	Sheet size 18" X 24" Scale 1"=50'	
177.091 (3)	Index Map for multiple sheets. Key Map on each sheet	
177.091 (3)	Match Lines	
177.091 (4)	Legible text	
177.091 (4)	Scale - stated and with graphic on each relevant sheet/location	
177.091 (5)	Plat name (BOLD) on each sheet	
177.091 (5)	Surveyors name, address, Company name, address (each sheet)	
177.091 (6)	North Arrow(s). Monumented line w/ bearing basis	
177.091 (7)	PRMs set (not more than 1400')	
177.091 (8)	PCPs set (not more than 1000') or bonded. NOTE: Contact City Surveyor prior to setting alternate monumentation	
177.091 (9)	Lot corners [includes Tracts 177.031(11)] set or bonded	
177.091 (10)	Section, Township, Range, City, County, State (each sheet)	
177.091 (11)	Boundary description – "so complete... without reference to the plat..."	
177.091 (11)	Description on Plat & Title Certificate match (including reference to area) (Title Cert should utilize a photo copy of the actual Plat description)	
177.091 (13)	Certificate of approval of the Clerk of the Circuit Court	
177.091 (14)	Sect. & 1/4 Sect. lines drawn \ annotated, Info in description shown on drawing.	
177.091 (15)	R/W width & street name shown	

City of Bradenton Final Subdivision Plat Checklist

Statute / Code	Short Description	✓ or N/A
177.091 (15)	All water bodies exiting Plat tied to the nearest perimeter monument. Location, width, name of waterways	_____
177.091 (16)	Easements described, dimensioned, annotated	_____
177.091 (17)	Contiguous properties identified. "Unplatted" designation. Replat stated.	_____
177.091(18)	Lot and block numbering	_____
177.091(19)	Irregular boundary enclosed by witness lines with ± distances.	_____
177.091 (19)	Lot & other plat data precision -- 1/100th of a foot (a note explaining precision is acceptable, for example: "Except in the case of an irregular boundary or water course, numerical expressions shown here on to the nearest foot or tenth of a foot, are to be interpreted as having a precision to the nearest one hundredth of a foot.")	_____
177.091 (20)	Curvilinear lot lines data (Radii, Arc, Central Angle) Radial lines shown, Direction of Non-radial lines	_____
177.091 (21)	Direction of lines (Bearing, Angle, Azimuth) Nearest second of Arc for curve data. Supply note stating the accuracy to the second for cardinal directions.	_____
177.091 (22)	Non-curved centerline directions & Distances, Centerline curves: Arc, Central Angle, Radii, Chord, Chord Bearing	_____
177.091 (23)	Park & Recreation area designation	_____
177.091 (24)	Interior excepted parcels – "not part of this plat"	_____
177.091 (25)	Purpose of all dedicated areas	_____
177.091 (26)	Line or Curve data on same sheet	_____
177.091 (27)	"NOTICE: This plat, as recorded in its graphic form, is... ... may be found in the Public Records of this County."	_____

City of Bradenton Final Subdivision Plat Checklist

Statute / Code	Short Description	✓ or N/A
177.091 (28)	Easement dedication on plat (cable TV included & all telecommunications) (Cable TV responsible for damage to other utilities)	_____
177.091 (29)	Legend of symbols & abbreviations	_____
177.507	Copies of new Certified Corner Records or identify current CCR #	_____
177.37	Mean High Water Survey recorded if adjacent to tidal waters	_____
2.2.11.4.b.iii	City Director of Public Works and Utilities' certificate of approval (Contact City Surveyor for Certificate language)	_____
4.2.1.5	Easements 5.00' minimum front, side, rear \ 10.00' front or rear (or alternative)	_____
3.A.3.302.2 (1)	Delineation of flood hazard areas, floodway boundaries and flood zones. [LUR Chapter 3.0 - District Regulations, Appendix A: Floodplain Management, Chapter 3 - Flood Resistant Development, Section 302 – Subdivisions, 302.2 – Subdivision plats, (1)]	_____
2.2.11.7.b.	AutoCAD file in .dwg format	_____
~~	"PLAT BOOK_____ PAGE _____" "SHEET ? of ? " - In upper right corner of each sheet of plat.	_____
~~	Boundary, lot, Right-of-way, etc. closure report includes error of closure. Parcel designations must match Plat	_____

Duplicate Original

SUBDIVISION PERFORMANCE BOND

(Annual Premium until Released by Obligee)

Travelers Casualty and Surety Company of America
Hartford, CT 06183

Bond No.: 107768914

KNOW ALL PERSONS BY THESE PRESENTS, That we, AMH Development, LLC, called the Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, called the Surety, are held and firmly bound unto City of Bradenton, FL, called the Obligee, in the sum of EIGHT HUNDRED FORTY FIVE THOUSAND FOUR HUNDRED SEVENTY TWO AND 88/100 ($845,472.88) for the payment thereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit, the Principal has entered into a contract with the Obligee which requires the Principal make certain improvements to the land as more particularly set forth in Golden Meadows (hereinafter referred to as the "Contract").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall construct the improvements described in the Contract on or before 12 months (or within such further extensions of time that shall be granted by Obligee in writing and consented to in writing by Surety), then this obligation shall be void, otherwise to remain in full force and effect. This obligation is subject to the following conditions:

1. This bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this bond. No claim shall be allowed against this bond after the expiration of one year from the date set forth in the preceding paragraph, or one year from the end of the latest extension of time consented to in writing by Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

2. This bond is not a forfeiture obligation, and in no event shall the Surety's liability exceed the reasonable cost of completing the improvements described in the Contract not completed by the Principal, or the sum of this bond, whichever is less.

Signed this 15th day of July, 2024.

AMH Development, LLC
(Principal)

By: _____ TODD JAMES SVP

Travelers Casualty and Surety Company of America

By: _____
Susan M. Exline, Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On July 15, 2024 before me, Janet C. Rojo, Notary Public
(insert name and title of the officer)

personally appeared Susan M. Exline,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANET C. ROJO
COMMISSION # 2383404
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
EXP. NOVEMBER 17, 2025

Signature _____ (Seal)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Susan M Exline** of **WALNUT CREEK**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **July**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

SUSAN EXLINE

License Number : W067482

Non Resident Insurance License

- 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

10/14/2011

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at http://www.myfloridacfo.com/agents/.

Jeff Atwater
Chief Financial Officer
State of Florida

MORRIS
ENGINEERING & CONSULTING LLC

JORDAN CREEK WEST
PUBLIC IMPROVEMENTS PERFORMANCE BOND ESTIMATE

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
SITEWORK				
SOD RIGHT-OF-WAY (BAHIA)	2,875	SY	$ 3.00	$ 8,625.00
SOD LAKE BANK (BAHIA)	3,910	SY	$ 3.00	$ 11,730.00
			SUB TOTAL	**$ 20,355.00**
ROADWAY				
12" TYPE B STABILIZED SUBGRADE	2,420	SY	$ 4.75	$ 11,495.00
8" LBR100 BASE	2,420	SY	$ 13.50	$ 32,670.00
1 1/2" TYPE S-III	1,940	SY	$ 12.50	$ 24,250.00
REMOVE AND REPLACE 12" TYPE B STABILIZED SUBGRADE	5,100	SY	$ 7.00	$ 35,700.00
REMOVE AND REPLACE 8" LBR100 BASE	5,100	SY	$ 16.00	$ 81,600.00
REMOVE AND REPLACE 1 1/2" TYPE S-III	5,100	SY	$ 15.50	$ 79,050.00
DROP CURB	1,440	LF	$ 12.50	$ 18,000.00
CONCRETE SIDEWALK (4") (COMMON AREAS)	430	SY	$ 45.00	$ 19,350.00
CONCRETE SIDEWALK (4") (ALONG LOTS)	1,020	SY	$ 45.00	$ 45,900.00
SIDEWALK RAMPS	7	EA	$ 1,100.00	$ 7,700.00
SIGNING & MARKING	1	LS	$ 9,600.00	$ 9,600.00
			SUB TOTAL	**$ 365,315.00**
SANITARY SEWER				
SANITARY MANHOLE (0 - 6)	10	EA	$ 4,400.00	$ 44,000.00
8" SDR 26 (0 - 6)	2,220	LF	$ 19.25	$ 42,735.00
			SUB TOTAL	**$ 86,735.00**
POTABLE WATER				
6" C900 DR 18	2,700	LF	$ 16.50	$ 44,550.00
FIRE HYDRANT ASSEMBLY	3	EA	$ 5,450.00	$ 16,350.00
6" MJ GATE VALVE	8	EA	$ 1,300.00	$ 10,400.00
			SUB TOTAL	**$ 71,300.00**
DRAINAGE				
15" RCP	1,060	LF	$ 38.25	$ 40,545.00
18" RCP	50	LF	$ 46.50	$ 2,325.00
24" RCP	305	LF	$ 62.75	$ 19,138.75
24" PIPE SUPPORT	2	EA	$ 2,100.00	$ 4,200.00
VG INLET	4	EA	$ 5,000.00	$ 20,000.00
TYPE C INLET	2	EA	$ 2,350.00	$ 4,700.00
JUNCTION BOX	3	EA	$ 3,500.00	$ 10,500.00
SMALL CONTROL STRUCTURE	1	EA	$ 5,250.00	$ 5,250.00
			SUB TOTAL	**$ 106,658.75**
			PROJECT CONSTRUCTION TOTAL	$ 650,363.75
			BOND TOTAL (130%)	**$ 845,472.88**

This item has been digitally signed and sealed by **Matthew J. Morris, PE.**, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

MATTHEW J MORRIS LICENSE NO 68434 STATE OF FLORIDA PROFESSIONAL ENGINEER

Matthew J Morris

Digitally signed by Matthew J Morris
Date: 2022.02.23 08:37:31 -05'00'

Matthew J. Morris, PE
FL PE No 68434

phelps

Phelps Dunbar LLP
100 South Ashley Drive, Suite 2000
Tampa, FL 33602
813 472 7550

Robert H. Gidel, Jr.
Partner
robert.gidel@phelps.com
Direct 813 472 7759

July 15, 2024

City of Bradenton, Florida
Attn: Dept. of Planning and Community Development
101 Old Main St.
Bradenton, FL 34205

RE: Title Opinion – Golden Meadows (f.k.a. Jordan Creek West)

To Whom It May Concern:

I am an attorney licensed and eligible to practice law in the State of Florida. I have examined (i) that certain Old Republic National Title Insurance Company Owner's Policy of Title Insurance, Policy Number OYFL-08008569 dated January 13, 2023 at 2:25 pm, and (ii) that certain Plat Property Information Report prepared by Old Republic National Title Insurance Company, File No. 24077464 dated July 12, 2024 based on a search of the Public Records of Manatee County, Florida through July 2, 2024 (the "Effective Date"), which is attached hereto as **Exhibit 1** for the real property located in Manatee County, Florida described on **Exhibit A** attached thereto (the "Property").

Based upon my examination, as of the Effective Date, fee simple title to the Property is vested in:

AMH DEVELOPMENT, LLC, a Delaware limited liability company (the "Owner")

The Owner's title to the Property is encumbered by the following mortgages, liens, encumbrances, easements, rights of way and matters, to-wit:

1. Dedications, set-backs and all other matters set-forth and contained on the Plat of BIDWELL HEIGHTS, recorded January 11, 1926 in Plat Book 4, Page 132, of the Public Records of Manatee County, Florida.

2. Easements, dedications and all other matters set-forth and contained on the Plat of IDA-K, recorded December 30, 1957 in Plat Book 10, Page 57, of the Public Records of Manatee County, Florida.

3. Resolution vacating street attached to instrument recorded December 23, 1962 in Official Records 141, Page 105, of the Public Records of Manatee County, Florida.

4. Resolution No. 85-47 vacating parcel of land recorded September 12, 1985 in Official Records 1122, Page 3266, of the Public Records of Manatee County, Florida.

5. Corrective Resolution No. 85-72 vacating street recorded November 15, 1985 in Official Records 1128, Page 1269, of the Public Records of Manatee County, Florida.

6. Resolution No. 85-78 vacating right-of-way recorded December 27, 1985 in Official Records 1132, Page 243; as amended by Resolution No. 87-23 recorded May 6, 1987 in Official Records 1183, Page 1593, of the Public Records of Manatee County, Florida.

7. Easement and rights in favor of Florida Power & Light Company, its licensees, agents, successors and assigns, recorded June 9, 1986 in Official Records Book 1147, Page 3392, of the Public Records of Manatee County, Florida.

8. Easement and rights in favor of Florida Power & Light Company, its licensees, agents, successors and assigns, recorded April 30, 1991 in Official Records Book 1333, Page 1648, of the Public Records of Manatee County, Florida.

9. Final Order of the City Council for the City of Bradenton Approving a Preliminary Subdivision Plat, recorded September 27, 2021 under Official Records Instrument Number 202141128397, of the Public Records of Manatee County, Florida.

10. Recorded Notice of Environmental Resource Permit from the Southwest Florida Water Management District recorded March 28, 2022 under Official Records Instrument Number 202241041715, of the Public Records of Manatee County, Florida.

All recording references set forth above shall be deemed to refer to the Public Records of Manatee County.

This opinion of title is provided as part of the Owner's Plat submittal to satisfy the requirements of Florida Statutes, Section 177.041 and the City of Bradenton Land Development Code.

Very truly yours,



Robert H. Gidel, Jr., Esq.
(Fla. Bar No. 102632)

Exhibit 1

PLAT PROPERTY INFORMATION REPORT

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

PHELPS DUNBAR, LLP
100 SOUTH ASHLEY DRIVE
SUITE 2000
TAMPA, FL 33602-5311

Attention: Tonya Manning

Re: 37152-0069 - AMH/Golden Meadows (Jordan Creek)
ORT # 24077464

This is to certify that we have searched the public records of Manatee County, Florida, **through July 2, 2024 @ 8:00 a.m.** to the extent the same are maintained in the Office of the Clerk of the Circuit Court, on the property described in the caption of the proposed plat of:

GOLDEN MEADOWS (f.k.a. JORDAN CREEK WEST)

and more particularly described in attached legal description and that said search reveals record title to said lands to be vested in AMH Development, LLC, a Delaware limited liability company, by virtue of Special Warranty Deed recorded January 13, 2023 under Official Records Instrument Number 202341003863, of the Public Records of Manatee County, Florida.

Our search reveals the following encumbrances and/or exceptions to title which are not satisfied or released of record:

1. Dedications, set-backs and all other matters set-forth and contained on the Plat of BIDWELL HEIGHTS, recorded January 11, 1926 in Plat Book 4, Page 132, of the Public Records of Manatee County, Florida.

2. Easements, dedications and all other matters set-forth and contained on the Plat of IDA-K, recorded December 30, 1957 in Plat Book 10, Page 57, of the Public Records of Manatee County, Florida.

3. Resolution vacating street attached to instrument recorded December 23, 1962 in Official Records 141, Page 105, of the Public Records of Manatee County, Florida.

4. Resolution No. 85-47 vacating parcel of land recorded September 12, 1985 in Official Records 1122, Page 3266, of the Public Records of Manatee County, Florida.

5. Corrective Resolution No. 85-72 vacating street recorded November 15, 1985 in Official Records 1128, Page 1269, of the Public Records of Manatee County, Florida.

6. Resolution No. 85-78 vacating right-of-way recorded December 27, 1985 in Official Records 1132, Page 243; as amended by Resolution No. 87-23 recorded May 6, 1987 in Official Records 1183, Page 1593, of the Public Records of Manatee County, Florida.

1410 N. Westshore Blvd. Ste. 800 Tampa FL 33607

Phone: 813-228-0555 Fax: 866 596-8764

7. Easement and rights in favor of Florida Power & Light Company, its licensees, agents, successors and assigns, recorded June 9, 1986 in Official Records Book 1147, Page 3392, of the Public Records of Manatee County, Florida.

8. Easement and rights in favor of Florida Power & Light Company, its licensees, agents, successors and assigns, recorded April 30, 1991 in Official Records Book 1333, Page 1648, of the Public Records of Manatee County, Florida.

9. Final Order of the City Council for the City of Bradenton Approving a Preliminary Subdivision Plat, recorded September 27, 2021 under Official Records Instrument Number 202141128397, of the Public Records of Manatee County, Florida.

10. Recorded Notice of Environmental Resource Permit from the Southwest Florida Water Management District recorded March 28, 2022 under Official Records Instrument Number 202241041715, of the Public Records of Manatee County, Florida.

2023 Tax Information:

- Taxes in the gross amount of $25,737.77 are Paid under Tax ID Number: 4202300109.
- Back Taxes: None.
- Homestead: No.

Notes:

- Verify with the current owner that there are no open mortgages that would affect the subject property as a search of the Public Records does not reveal one.

Supporting Docs

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Date: July 12, 2024

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



Nicholas Peters, Senior Commercial Title Examiner

EXHIBIT A

A parcel of land being a portions of Bidwell Heights, Block D recorded in Plat Book 4, Page 132 and IDA-K Subdivision recorded in Plat Book 10, Page 57, and vacated Right-of-Ways recorded in Official Records Book 1183, Page 1593, Official Records Book 1132, Page 243, Official Records Book 1128, Page 1269 and Official Records Book 141, Page 105 all of the Public Records of Manatee County, Florida, together with other lands all lying and being in Section 34, Township 34 South, Range 17 East, Manatee County, Florida; being more particularly described as follows:

Commence at the Northwest Corner of LOT 36, MAMIE - G SUBDIVISION, according to the Plat thereof recorded in Plat Book 16, Page 12 of the Public Records of Manatee County, Florida; thence N.00°53'54"E., 12.50 feet to the North line of the South half of right of way vacated in Official Records Book 1132, Page 243, of the aforementioned Public Records, as monumented, also being a point on the Easterly right of way of 31st Street West for a POINT OF BEGINNING; thence continue along said Easterly right of way N.00°53'54"E., 631.57 feet to the Northwest corner of Lot 17, of the aforementioned IDA-K SUBDIVISION, also being a point on the Southerly right of way line of 19th Avenue West; thence along said Southerly right of way, S.88°56'02"E., 684.06 feet to the Northeast corner of the aforementioned BLOCK D, BIDWELL HEIGHTS SUBDIVISION, also being a point on the Westerly right of way of 29th Street West; thence along said Westerly right of way, also being the East boundary of said BLOCK D and it's Southerly extension, S.00°59'55"W., 631.37 feet to the aforementioned North line of the South half of right of way vacated in Official Records Book 1132, Page 243 as monumented; thence along said North line; the following two (2) courses: (1) N.88°50'17"W., 307.63 feet; (2) N.89°02'35"W., 375.32 feet to the POINT OF BEGINNING.

Make checks payable in U.S. funds to:
Ken Burton, Jr.
Tax Collector

2023 Real Estate
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
TAXES BECOME DELINQUENT APRIL 1ST

194

PROPERTY I.D. #	REQUESTED BY ESCROW COMPANY	TAX DIST	UNPAID PRIOR YEAR(S) TAXES NOT INCLUDED IN THIS BILL
4202300109		0021	

AMH DEVELOPMENT LLC
23975 PARK SORENTO STE 300
CALABASAS, CA 91302

SEC: 34 TNSHP: 34S RNG: 17E
LOTS 1 THRU 10 & LOTS 21 THRU 30 BLK D OF BIDWELL HEIGHTS SUB, PB 4 PG 132 PRMCF. TOG WITH THE THE N1/2 OF VACATED STREETS DESC IN OR 1132 PG 243,
(CONTINUED ON TAX ROLL)
PAD: 3011 19TH AVE W

AD VALOREM TAXES

TAXING AUTHORITY	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE RATE (Per $1000 of taxable value)	TAXES LEVIED
MANATEE COUNTYWIDE OPERATING (941.745.3730)	1,210,000	0	1,210,000	4.7942	5,800.98
TRANSPORTATION TRUST FUND (941.745.3730)	1,210,000	0	1,210,000	0.4036	488.36
LIBRARY OPERATIONS (941.745.3730)	1,210,000	0	1,210,000	0.2475	299.48
CHILDRENS' SERVICES (941.745.3730)	1,210,000	0	1,210,000	0.3333	403.29
ENVIRONMENTAL LANDS (941.745.3730)	1,210,000	0	1,210,000	0.1500	181.50
PARKS & RECREATION (941.745.3730)	1,210,000	0	1,210,000	0.3040	367.84
SCHOOL BOARD REQUIRED EFFORT (941.708.8770)	1,662,508	0	1,662,508	3.1730	5,275.14
SCHOOL BOARD BASIC DISCRETIONARY (941.708.8770)	1,662,508	0	1,662,508	1.7480	2,906.06
SCHOOL BOARD CAPITAL IMPROVEMENT (941.708.8770)	1,662,508	0	1,662,508	1.5000	2,493.76
CITY OF BRADENTON (941.932.9400)	1,210,000	0	1,210,000	5.7726	6,984.85
SOUTHWEST FLA WATER MGMT DISTRICT (800.423.1476)	1,210,000	0	1,210,000	0.2043	247.20
MANATEE CTY MOSQUITO CONTROL DIST (941.981.3895)	1,210,000	0	1,210,000	0.1997	241.64
WEST COAST INLAND NAVIGATION DIST (941.485.9402)	1,210,000	0	1,210,000	0.0394	47.67

Ken Burton Jr.
TAX COLLECTOR
SERVING MANATEE COUNTY

Tax Roll Certified 10/09/2023	**TOTAL MILLAGE**	18.8696	**AD VALOREM TAXES**	$25,737.77

NON AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT

NON-AD VALOREM ASSESSMENTS	$0.00
COMBINED TAXES AND ASSESSMENTS	$25,737.77

PROPERTY I.D. #	REQUESTED BY ESCROW COMPANY	TAX DIST	UNPAID PRIOR YEAR(S) TAXES NOT INCLUDED IN THIS BILL
4202300109		0021	

PAY ONLY ONE AMOUNT BELOW IN U.S. FUNDS. ENVELOPES MUST BE POSTMARKED BY THE DATE IN THE BOX PAYABLE TO KEN BURTON JR., TAX COLLECTOR · P.O. BOX 25300 · BRADENTON, FL 3420

IF PAID BY 11/30/2023	IF PAID BY 12/31/2023	IF PAID BY 01/31/2024	IF PAID BY 02/29/2024	IF PAID BY 03/31/2024
$24,708.26	$24,965.64	$25,223.01	$25,480.39	$25,737.77

AMH DEVELOPMENT LLC
23975 PARK SORENTO STE 300
CALABASAS, CA 91302

Scan the QR code to pay!

E-check - Free electronic debit to a checking account
Credit Card -

TO AVOID PROCESSING DELAYS,
DO NOT WRITE ON THIS BILL

******* TAXES PAID - FOR YOUR RECORDS ONLY *******

01 2023 00000004202300109 00000000000 00000000000 0 9

Manatee County Tax Collector

Receipt #	Payment Receipt	
H11302023P048556	2023 Real Estate	**24,708.26**

Parcel: 4202300109 **Processed:** Remittance Processor **District:** Bradenton

Date: 11/30/2023

AMH DEVELOPMENT LLC

23975 PARK SORENTO STE 300
CALABASAS CA 91302

Legal: LOTS 1 THRU 10 & LOTS 21 THRU 30 BLK D OF BIDWELL HEIGHTS SUB, PB 4 PG 132 PRMCF. TOG WITH THE THE N1/2 OF VACATED STREETS DESC IN OR 1132 PG 243, AMENDED IN OR 1183/1593, ALSO TOG WITH THE THE E1/2 OF VACATED STREETS DESC IN OR 1128 PG 1269, ALSO TOG WITH VACATED STREET DESC IN OR 141 PG (CONTINUED ON TAX ROLL)

Location: 3011 19TH AVE W

Payments *Real Estate*

Method	Check #	Paid By	Payment Amount
Check	1595369		106,333.77

THIS INFORMATION IS BELIEVED TO BE CORRECT BUT IS SUBJECT TO CHANGE AND NOT WARRANTED

This instrument prepared by and
should be returned to:
AMH Development, LLC
23975 Park Sorrento, Suite 300
Calabasas, CA 91302

Purchase Price: $2,000,000.00
Doc Stamps: $14,000.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 12th day of January, 2023, by **JORDAN CREEK AT BRADENTON WEST, LLC**, a Florida limited liability company, whose address is 11330 SW 23rd Place, Davie, FL 33325 ("Grantor"), in favor of **AMH DEVELOPMENT, LLC**, a Delaware limited liability company, whose address is 23975 Park Sorrento, Suite 300, Calabasas, California 91302 ("Grantee").

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors of assigns of corporations, trust and trustees.)

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten AND NO/100 Dollars ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Manatee County, Florida, to wit:

*****See Exhibit "A" attached hereto*****

Subject, however, to (i) matters of record, (ii) real property taxes not yet due and payable for the year 2023 and all subsequent years, and (iii) all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any; provided however that the foregoing reference to said matters of record in this instrument shall not be deemed to reimpose the same.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land; that Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

THIS PROPERTY IS NOT CURRENTLY AND HAS NOT AT ANY TIME BEEN THE HOMESTEAD OF THE GRANTOR

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

Witnessed by:

Espe Jr
Witness Signature

Espe Jacobson
Witness Name (print/type)

Witness Signature

CARLOS J. VILLANUEVA
Witness Name (print/type)

Grantor:

JORDAN CREEK AT BRADENTON WEST, LLC,
a Florida limited liability company

By: JBHFF, LLC, a Florida limited liability company
Its: Manager

By: _____
Name: Adam H. Jacobson
Title: Member

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10th day of January, 2023, by Adam H. Jacobson, as Member of JBHFF, LLC, a Florida limited liability company, the Manager of **JORDAN CREEK AT BRADENTON WEST, LLC**, a Florida limited liability company, who is personally known to me or who has produced Florida Driver License as identification.

(Notary Seal)

JASON PAGE
Notary Public - State of Florida
Commission # GG 942481
My Comm. Expires Dec 25, 2023
Bonded through National Notary Assn.

_____
Notary Public
Printed Name: Jason Page
My Commission Expires: 12/25/2023

Exhibit "A"

The Real Property

The Land referred to herein below is situated in the County of Manatee, State of Florida, and is described as follows:

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 and 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30, Block D of BIDWELL HEIGHTS, according to the Plat thereof as recorded in Plat Book 4, Page(s) 132, of the Public Records of Manatee County, Florida. Together with vacated streets described in OR Book 1183, Page 1593; OR Book 1132, Page 243; OR Book 1128, Page 1269 and OR Book 141, Page 105.

and

Lots 17, 18, 19 and 20 of IDA-K, according to the Plat thereof as recorded in Plat Book 10, Page 57, of the Public Records of Manatee County, Florida. Together with vacated streets described in OR Book 1183, Page 1593; OR Book 1132, Page 243 and OR Book 1128, Page 1269.

and

A non-plated parcel located between lots 18 and 19 of IDA-K, according to the Plat thereof as recorded in Plat Book 10, Page 57, of the Public Records of Manatee County, Florida.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST; THENCE RUN WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER 300 FEET; THENCE RUN SOUTH PARALLEL TO THE EAST LINE TO THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 25 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH ALONG SAID LINE PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER 619 FEET; THENCE RUN WESTERLY PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 75 FEET; THENCE RUN NORTH PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 619 FEET; THENCE RUN EAST ALONG THE LINE PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING. ALL LOCATED IN THE CITY OF BRADENTON, MANATEE COUNTY, FLORIDA.

and

A Parcel located in the S1/2 OF NW1/4 OF SW1/4, SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST more particularly described as follows:

FROM A POINT OF BEGINNING WHICH IS 25 FEET SOUTH OF AND 25 FEET WEST OF NORTHEAST CORNER OF S1/2 OF NW1/4 OF SW1/4, SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST; SOUTHERLY PARALLEL TO THE EAST LINE OF SAID S1/2 OF NW1/4 OF SW1/4 A DISTANCE OF 625 FEET; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID S1/2 OF NW1/4 OF SW1/4 A DISTANCE OF 275 FEET, THENCE NORTHERLY PARALLEL TO SAID EAST LINE 625 FEET; THENCE EASTERLY PARALLEL TO THE SAID NORTH LINE 275 FEET TO POINT OF BEGINNING. TOGETHER WITH VACATED PARCEL DESCRIBED IN OR BOOK 1122, PAGE 3266.

COMBINED AS-SURVEYED DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MANATEE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

Commencing at the Northwest Corner of the MAMIE - G SUBDIVISION, according to the Official Plat thereof recorded in Plat Book 16, Page 12 of the Records of Manatee County Florida; thence N.00°55'38"E., 12.50 feet to the North line of the South half of right of way vacated in Official Records Book 1132, Page 243, aforesaid records of Manatee County, as monumented, said point also being a point on the Easterly right of way of 29th Street West for a POINT OF BEGINNING; thence continue along said Easterly right of way N.00°55'38"E., 631.57 feet to the Northwest corner of Lot 17, IDA-K SUBDIVISION, according to the Official Plat thereof recorded in Plat Book 10, Page 57 of the Records of Manatee County Florida also being a point on the Southerly right of way line of 19th Avenue West; thence along said Southerly right of way, S.89°00'40"E., 684.23 feet to the Northeast corner of BLOCK D, BIDWELL HEIGHTS SUBDIVISION, according to the Official Plat thereof recorded in Plat Book 4, Page 132 of the Records of Manatee County Florida, also being a point on the Westerly right of way of 29th Street West; thence along said Westerly right of way, also being the East boundary of said BLOCK D and the Southerly extension thereof, S.01°00'25"W., 632.46 feet to the aforesaid North line of the South half of right of way vacated in Official Records Book 1132, Page 243 as monumented; thence along said North line; the following two (2) courses: 1) N.88°48'33"W., 307.63 feet; 2) N.89°02'28"W., 375.72 feet to the POINT OF BEGINNING.

Public Works and Utilities Department
Site Improvement Permit

To:	Matt Morris, PE
From:	Tim Hochuli, PE *TAH*
Date:	February 15, 2022
Subject:	Jordan Creek West
SIP:	21.4436

Enclosed are two sets of approved Jordan Creek West utility and site plan improvements. Attached to the plan set as an on-site reference for the Contractor is a copy of the City of Bradenton's Erosion Control Standards which contain measures suitable for all site development projects. One set of plans is for the EOR's records, the other set is to be kept on site and available by the Contractor.

Specific Conditions:

- The City of Bradenton Solid Waste Department will be responsible for garbage, recycling and trash pick-up. Can service is being provided.
- Water and sanitary sewer service shall be furnished by the City of Bradenton Public Works Department. Connection to the existing sewer and water main services are required. Taps to water services shall be done by City staff; coordinate pressure tests and taps with the City's Construction Inspector Kurt Stokke @ 941-932-7350. Tapping fees must be paid at City Hall prior to scheduling testing and service.
- Water service shall be 32 ¾-inch water meters. Eight of these meters shall be tapped on an existing water main. Twenty-four of the meters shall be tapped off proposed water main.
- Water service shall include four 6-inch water taps.
- Sewer service shall include a connection (tap) fee based on 32 single family homes.
- A performance bond shall be provided to the City prior to the commencement of construction.
- All required easements shall be addressed via the final plat or shall be granted as stand-alone easements with documents prepared by the owner, reviewed and approved by the City and recorded by the owner, prior to approval of any certificates of occupancy by Public Works and Utilities.

General Conditions:

1. The permittee shall commence work on the permitted installation within 60 days of permit issuance and all work shall be completed within 180 days. If work begins more than 60 days after the issuance of this permit or if the work is suspended or abandoned at any time after work has commenced for a period of 180 days (ie no City inspections have been requested or occurred), the Site Improvement Permit will expire and become void unless the permittee requests an extension in writing prior to the permit becoming void. If the permit becomes void, before any work can recommence, a new permit application must be filed.

2. Prior to any groundbreaking or construction activities, the EOR and Contractor must:
   - Schedule and participate in a preconstruction meeting with City Public Works and Building Department staff
   - Submit all final permits, letters of exemption, from all permitting agencies (SWFWMD, FDEP, FDOT, County).
   - Obtain approval on erosion and sediment control measures from City Inspector Call (941) 932-7350 to schedule inspections.

3. The EOR and Contractor must provide any shop drawings for approval prior to installation for any utilities that will be maintained by the City of Bradenton Public Works and Utilities Department.

4. The following general conditions shall apply:
   - Sod all areas within right of way and easements disturbed during construction. Seeding is not permissible.
   - Trees shall be planted a minimum separation of 10 feet from any utility owned and operated by the City of Bradenton. Trees cannot be planted within utility and drainage easements and right of ways. Tree root barriers are required if a variance is approved for planting within the ROW.
   - Fencing is not permitted within flowage or drainage easements.
   - All site improvements and inspections must be coordinated through the Engineering Department (941-708-6300) with 48 hours notice required.
   - The Engineer of Record shall be responsible for all permitting, testing, inspections and certification of site improvements.
   - All testing and inspections of City of Bradenton utilities shall conform to the latest requirements (AWWA, FDOT, FDEP, SWFWMD, Public Works Utility Specifications, etc.)
   - Approved site plans and permits/exemptions must be available for review on site.

5. The EOR shall provide the Public Works and Utilities department with the following items prior to a certificate of occupancy being issued:

   - Verification of a final inspection of site improvements by Public Works and Utilities.

- Record drawings (two complete hard copy sets and one CD with the AutoCad files and pdf of the drawings) prepared in accordance with Public Works and Utilities Standards.

The Site Improvement Permit is inclusive of the City's Right-of-Way Use permit. Maintenance of Traffic plans associated with ROW use must be submitted to Public Works for review and approval prior to the contractor implementing the plan. Note: Any proposed full road closures will require the approval of the Director of Public Works and Utilities and must be submitted 72 hours in advance of the proposed closure.

cc: Jim McLellan, PE, Director of Public Works and Utilities
Kurt Stokke, Inspector
Kenneth Langston, Fire Marshal
Lance Williams, Customer Service Manager
Robin Singer, AICP, Director, Planning & Community Development
Patrick Wenzel, Building Official

2023 FOREIGN LIMITED LIABILITY COMPANY AMENDED ANNUAL REPORT

FILED
Mar 15, 2023
Secretary of State
1964339050CC

DOCUMENT# M16000006560

Entity Name: AMH DEVELOPMENT, LLC

Current Principal Place of Business:

280 E. PILOT ROAD
LAS VEGAS, NV 89119

Current Mailing Address:

280 E. PILOT ROAD
LAS VEGAS, NV 89119 US

FEI Number: 80-0860173

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CT CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	SINGELYN, DAVID P
Address	280 E. PILOT ROAD
City-State-Zip:	LAS VEGAS NV 89119

Title	AUTHORIZED REPRESENTATIVE
Name	JOHNSON, ZACKORY
Address	280 E. PILOT ROAD
City-State-Zip:	LAS VEGAS NV 89119

Title	AUTHORIZED REPRESENTATIVE
Name	PALMER, LINCOLN
Address	280 E. PILOT ROAD
City-State-Zip:	LAS VEGAS NV 89119

Title	AUTHORIZED REPRESENTATIVE
Name	JONES, TODD
Address	280 E. PILOT ROAD
City-State-Zip:	LAS VEGAS NV 89119

Title	MGR
Name	VOGT-LOWELL, SARA
Address	280 E. PILOT ROAD
City-State-Zip:	LAS VEGAS NV 89119

Title	AUTHORIZED REPRESENTATIVE
Name	LANDRY, BRENT
Address	280 E. PILOT ROAD
City-State-Zip:	LAS VEGAS NV 89119

Title	VP
Name	EDWARDS, BRAD
Address	280 E. PILOT ROAD
City-State-Zip:	LAS VEGAS NV 89119

Title	VP
Name	STONE, MICHAEL
Address	280 E. PILOT ROAD
City-State-Zip:	LAS VEGAS NV 89119

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SARA VOGT-LOWELL MANAGER 03/15/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

Authorized Person(s) Detail Continued :

Title	VP
Name	MAHANY, BEN
Address	280 E. PILOT ROAD
City-State-Zip:	LAS VEGAS NV 89119

205

10/16/2019 Division of Corporations

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H19000307695 3)))

H19000307695ABC7

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)617-6383

From:
Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (614)280-3338
Fax Number : (954)208-0845

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address:_____

LLC AMND/RESTATE/CORRECT OR M/MG RESIGN

AMH DEVELOPMENT, LLC

Certificate of Status	0
Certified Copy	1
Page Count	03
Estimated Charge	$55.00

Electronic Filing Menu Corporate Filing Menu Help

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN FLORIDA

SECTION I (1-4 must be completed)

1. Name of limited liability Company as it appears on the records of the Florida Department of State: AMH DEVELOPMENT, LLC

Enter new principal office address, if applicable: _____

(*Principal office address MUST BE A STREET ADDRESS*) _____

_____

Enter new mailing address, if applicable: _____

(*Mailing address MAY BE A POST OFFICE BOX*) _____

_____

2. The Florida document number of this limited liability company is: M16000006560

3. Jurisdiction of its organization: Delaware

4. Date authorized to do business in Florida: August 16, 2016

SECTION II (5-9 complete only the applicable changes)

5. New name of the limited liability company: _____
(must contain "Limited Liability Company," "L.L.C.," or "LLC.")

_____

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C." or "LLC.")

6. If amending the registered agent and/or registered officer address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent: _____

New Registered Office Address: _____
Enter Florida Street Address

_____, Florida _____
City *Zip Code*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply wi the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

_____
If Changing Registered Agent, Signature of New Registered Agent

7 If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

8. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(e), indicate that change:

Title/ Capacity	Name	Address	Type of Actio
SVP	Brent Landry	30601 Agoura Rd, Ste 200L, Agoura Hills CA 91301	☒ Add
			☐ Remov
VP	Geoffrey Reid	30601 Agoura Rd, Ste 200L, Agoura Hills CA 91301	☒ Add
			☐ Remov
			☐ Add
			☐ Remove
			☐ Add
			☐ Remove
			☐ Add
			☐ Remove

9 Attached is a certificate, if required: no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

/s/Sara Vogt-Lowell

Signature of the authorized representative

Sara Vogt-Lowell

Typed or printed name of signee

Filing Fee: $25.00

Public Works and Utilities Department
Memorandum

To: Matthew Morris, PE
From: Tim Hochuli, PE *TAH*
Date: February 16, 2022
Subject: Jordan Creek West

The Public Works and Utilities Department does not have any objection to the performance security bond estimate provided for the amount of $845,472.88 for Jordan Creek West. This estimate will cover all the costs associated with completing the public utilities and road work designated for maintenance by the City's Public Works & Utilities Department.

Prior to any ground breaking or construction, the performance bond in the above amount shall be submitted to the City.

Please contact Public Works and Utilities with any questions at 941.708.6300.

cc: Jim McLellan, PE, Director of Public Works and Utilities
Kenneth Langston, Fire Marshal
Robin Singer, AICP, Planning & Community Development Director
Kurt Stokke, City Inspector

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: 3011 19th Ave. W., Bradenton, FL 34205

I, AMH Development LLC, the registered property owner(s) of the above noted property, do hereby authorize

Matthew J. Morris, Morris Engineering & Consulting, LLC

Print Name of Agent — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Joseph Guttuso

Signature of Owner(s)

23975 Park Sorrento, Suite 300, Calabasas, CA 91302

Owner(s) Address (if different than property above)

Signature of Agent

6997 Professional Pkwy E, Suite B, Sarasota, FL 34240

Agent Address and Phone

NOTARY — REQUIRED

STATE OF FL **COUNTY** Hillsborough

The Foregoing instrument was acknowledged before me this 20 day of Feb, 2024,

produced personally Known respectively, as

as identification and who did (did not) take an oath:

Tracy Maue

Signature

Tracy MAue, Notary Public

Print Name

TRACY D. MAUE
MY COMMISSION # HH 098273
EXPIRES: April 21, 2025
Bonded Thru Notary Public Underwriters

State of Florida
My Commission Expires: _____

GOLDEN MEADOWS CLOSURE REPORT

Name: Standard : 1

North: 1145137.3473' East: 464015.1969'

Segment #1 : Line

Course: S00° 56' 36.19"W Length: 143.435'

North: 1144993.9318' East: 464012.8354'

Segment #2 : Line

Course: N89° 00' 40.08"W Length: 76.139'

North: 1144995.2458' East: 463936.7077'

Segment #3 : Line

Course: N00° 53' 53.94"E Length: 143.539'

North: 1145138.7672' East: 463938.9581'

Segment #4 : Line

Course: S88° 56' 01.57"E Length: 76.252'

North: 1145137.3483' East: 464015.1969'

Perimeter: 439.366' Area: 10933.11 Sq. Ft.

Error Closure: 0.0009 Course: N02° 52' 31.93"W

Error North: 0.00091 East: -0.00005

Precision 1: 488183.333

****

Name: Standard : 2

North: 1145135.9328' East: 464091.2040'

Segment #1 : Line

Course: S00° 55' 38.23"W Length: 143.333'

North: 1144992.6185' East: 464088.8843'

Segment #2 : Line

Course: N89° 00' 40.08"W Length: 76.060'

North: 1144993.9312' East: 464012.8357'

Segment #3 : Line

Course: N00° 56' 36.19"E Length: 143.435'

North: 1145137.3467' East: 464015.1972'

Segment #4 : Line

Course: S88° 56' 01.57"E Length: 76.020'

North: 1145135.9321' East: 464091.2041'

Perimeter: 438.849' Area: 10902.95 Sq. Ft.

Error Closure: 0.0006 Course: S10° 42' 21.78"E

Error North: -0.00061 East: 0.00012

Precision 1: 731413.333

****

Name: Standard : 3

North: 1145134.5182' East: 464167.2110'

Segment #1 : Line

Course: S00° 55' 38.23"W Length: 143.230'

North: 1144991.3069' East: 464164.8931'

Segment #2 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144992.6189' East: 464088.8844'

Segment #3 : Line

Course: N00° 55' 38.23"E Length: 143.333'

North: 1145135.9331' East: 464091.2040'

Segment #4 : Line

Course: S88° 56' 01.57"E Length: 76.020'

North: 1145134.5185' East: 464167.2108'

Perimeter: 438.603' Area: 10892.27 Sq. Ft.

Error Closure: 0.0004 Course: N24° 49' 46.48"W

Error North: 0.00038 East: -0.00017

Precision 1: 1096507.500

****

Name: Standard : 4

North: 1145133.1036' East: 464243.2181'

Segment #1 : Line

Course: S00° 55' 38.23"W Length: 143.128'

North: 1144989.9943' East: 464240.9018'

Segment #2 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144991.3063' East: 464164.8931'

Segment #3 : Line

Course: N00° 55' 38.23"E Length: 143.230'

North: 1145134.5175' East: 464167.2110'

Segment #4 : Line

Course: S88° 56' 01.57"E Length: 76.020'

North: 1145133.1029' East: 464243.2179'

Perimeter: 438.398' Area: 10884.46 Sq. Ft.

Error Closure: 0.0007 Course: S16° 53' 35.13"W

Error North: -0.00062 East: -0.00019

Precision 1: 626282.857

****

Name: Standard : 5

North: 1144989.9947' East: 464240.9018'

Segment #1 : Line

Course: N00° 55' 38.23"E Length: 143.128'

North: 1145133.1039' East: 464243.2181'

Segment #2 : Line

Course: S88° 56' 01.57"E Length: 76.020'

North: 1145131.6893' East: 464319.2249'

Segment #3 : Line

Course: S00° 55' 38.23"W Length: 143.025'

North: 1144988.6831' East: 464316.9103'

Segment #4 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144989.9950' East: 464240.9016'

Perimeter: 438.193' Area: 10876.66 Sq. Ft.

Error Closure: 0.0004 Course: N24° 49' 46.50"W

Error North: 0.00038 East: -0.00017

Precision 1: 1095482.500

****

Name: Standard : 6

North: 1144988.6827' East: 464316.9105'

Segment #1 : Line

Course: N00° 55' 38.23"E Length: 143.025'

North: 1145131.6890' East: 464319.2251'

Segment #2 : Line

Course: S88° 56' 01.57"E Length: 76.020'

North: 1145130.2744' East: 464395.2320'

Segment #3 : Line

Course: S00° 55' 38.23"W Length: 142.922'

North: 1144987.3711' East: 464392.9190'

Segment #4 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144988.6831' East: 464316.9103'

Perimeter: 437.988' Area: 10868.86 Sq. Ft.

Error Closure: 0.0004 Course: N24° 49' 46.52"W

Error North: 0.00038 East: -0.00017

Precision 1: 1094967.500

****

Name: Standard : 7

North: 1145128.8598' East: 464471.2393'

Segment #1 : Line

Course: S00° 55' 38.23"W Length: 105.320'

North: 1145023.5536' East: 464469.5348'

Segment #2 : Line

Course: S00° 55' 38.23"W Length: 37.500'

North: 1144986.0585' East: 464468.9279'

Segment #3 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144987.3705' East: 464392.9193'

Segment #4 : Line

Course: N00° 55' 38.23"E Length: 142.922'

North: 1145130.2737' East: 464395.2322'

Segment #5 : Line

Course: S88° 56' 01.57"E Length: 76.020'

North: 1145128.8591' East: 464471.2391'

Perimeter: 437.782' Area: 10861.06 Sq. Ft.

Error Closure: 0.0007 Course: S16° 53' 35.13"W

Error North: -0.00062 East: -0.00019

Precision 1: 625402.857

****

Name: Standard : 8

North: 1145127.4452' East: 464547.2463'

Segment #1 : Line

Course: S00° 55' 38.23"W Length: 105.217'

North: 1145022.2419' East: 464545.5435'

Segment #2 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1145023.5539' East: 464469.5349'

Segment #3 : Line

Course: N00° 55' 38.23"E Length: 105.320'

North: 1145128.8601' East: 464471.2393'

Segment #4 : Line

Course: S88° 56' 01.57"E Length: 76.020'

North: 1145127.4455' East: 464547.2461'

Perimeter: 362.577' Area: 8002.50 Sq. Ft.

Error Closure: 0.0004 Course: N24° 49' 46.48"W

Error North: 0.00038 East: -0.00017

Precision 1: 906442.500

****

Name: Standard : 9

North: 1145126.0372' East: 464622.8970'

Segment #1 : Line

Course: S00° 59' 54.80"W Length: 105.115'

North: 1145020.9382' East: 464621.0651'

Segment #2 : Line

Course: N89° 00' 40.03"W Length: 75.533'

North: 1145022.2417' East: 464545.5433'

Segment #3 : Line

Course: N00° 55' 38.23"E Length: 105.217'

North: 1145127.4450' East: 464547.2461'

Segment #4 : Line

Course: S88° 56' 01.57"E Length: 75.664'

North: 1145126.0370' East: 464622.8970'

Perimeter: 361.529' Area: 7950.36 Sq. Ft.

Error Closure: 0.0002 Course: S17° 48' 08.40"E

Error North: -0.00021 East: 0.00007

Precision 1: 1807645.000

****

Name: Standard : 10

North: 1145020.9383' East: 464621.0651'

Segment #1 : Line

Course: S00° 59' 54.80"W Length: 75.000'

North: 1144945.9497' East: 464619.7581'

Segment #2 : Line

Course: N89° 00' 40.03"W Length: 75.440'

North: 1144947.2516' East: 464544.3293'

Segment #3 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144948.5636' East: 464468.3206'

Segment #4 : Line

Course: N00° 55' 38.23"E Length: 37.500'

North: 1144986.0587' East: 464468.9275'

Segment #5 : Line

Course: N00° 55' 38.23"E Length: 37.500'

North: 1145023.5538' East: 464469.5344'

Segment #6 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1145022.2418' East: 464545.5431'

Segment #7 : Line

Course: S89° 00' 40.03"E Length: 75.533'

North: 1145020.9382' East: 464621.0648'

Perimeter: 453.012' Area: 11362.97 Sq. Ft.

Error Closure: 0.0003 Course: S82° 44' 14.60"W

Error North: -0.00004 East: -0.00029

Precision 1: 1510043.333

****

Name: Standard : 11

North: 1144993.9313' East: 464012.8353'

Segment #1 : Line

Course: S00° 56' 36.05"W Length: 0.001'

North: 1144993.9303' East: 464012.8353'

Segment #2 : Line

Course: S00° 54' 40.40"W Length: 143.749'

North: 1144850.1995' East: 464010.5493'

Segment #3 : Line

Course: N89° 00' 40.03"W Length: 76.107'

North: 1144851.5130' East: 463934.4536'

Segment #4 : Line

Course: N00° 53' 53.94"E Length: 143.750'

North: 1144995.2453' East: 463936.7073'

Segment #5 : Line

Course: S89° 00' 40.08"E Length: 76.139'

North: 1144993.9313' East: 464012.8350'

Perimeter: 439.747' Area: 10942.71 Sq. Ft.

Error Closure: 0.0004 Course: S86° 36' 23.54"W

Error North: -0.00002 East: -0.00038

Precision 1: 1099365.000

****

Name: Standard : 12

North: 1144848.8874' East: 464086.5579'

Segment #1 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144850.1994' East: 464010.5493'

Segment #2 : Line

Course: N00° 54' 40.40"E Length: 143.749'

North: 1144993.9302' East: 464012.8353'

Segment #3 : Line

Course: N00° 56' 36.05"E Length: 0.001'

North: 1144993.9312' East: 464012.8353'

Segment #4 : Line

Course: S89° 00' 40.08"E Length: 76.060'

North: 1144992.6185' East: 464088.8840'

Segment #5 : Line

Course: S00° 55' 38.23"W Length: 143.750'

North: 1144848.8874' East: 464086.5576'

Perimeter: 439.580' Area: 10930.77 Sq. Ft.

Error Closure: 0.0003 Course: S85° 13' 11.74"W

Error North: -0.00003 East: -0.00030

Precision 1: 1465266.667

****

Name: Standard : 13

North: 1144847.5754' East: 464162.5667'

Segment #1 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144848.8874' East: 464086.5580'

Segment #2 : Line

Course: N00° 55' 38.23"E Length: 143.750'

North: 1144992.6186' East: 464088.8844'

Segment #3 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144991.3066' East: 464164.8930'

Segment #4 : Line

Course: S00° 55' 38.23"W Length: 143.750'

North: 1144847.5754' East: 464162.5667'

Perimeter: 439.540' Area: 10927.88 Sq. Ft.

Error Closure: 0.0000 Course: N00° 00' 00.00"E

Error North: 0.00000 East: 0.00000

Precision 1: 439540000.000

****

Name: Standard : 14

North: 1144846.2634' East: 464238.5754'

Segment #1 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144847.5754' East: 464162.5667'

Segment #2 : Line

Course: N00° 55' 38.23"E Length: 143.750'

North: 1144991.3066' East: 464164.8931'

Segment #3 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144989.9946' East: 464240.9018'

Segment #4 : Line

Course: S00° 55' 38.23"W Length: 143.750'

North: 1144846.2634' East: 464238.5754'

Perimeter: 439.540' Area: 10927.88 Sq. Ft.

Error Closure: 0.0000 Course: N00° 00' 00.00"E

Error North: 0.00000 East: 0.00000

Precision 1: 439540000.000

****

Name: Standard : 15

North: 1144988.6827' East: 464316.9105'

Segment #1 : Line

Course: S00° 55' 38.23"W Length: 143.750'

North: 1144844.9515' East: 464314.5841'

Segment #2 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144846.2635' East: 464238.5754'

Segment #3 : Line

Course: N00° 55' 38.23"E Length: 143.750'

North: 1144989.9947' East: 464240.9018'

Segment #4 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144988.6827' East: 464316.9105'

Perimeter: 439.540' Area: 10927.88 Sq. Ft.

Error Closure: 0.0000 Course: N00° 00' 00.00"E

Error North: 0.00000 East: 0.00000

Precision 1: 439540000.000

****

Name: Standard : 16

North: 1144843.6394' East: 464390.5928'

Segment #1 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144844.9514' East: 464314.5842'

Segment #2 : Line

Course: N00° 55' 38.23"E Length: 143.750'

North: 1144988.6826' East: 464316.9105'

Segment #3 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144987.3706' East: 464392.9192'

Segment #4 : Line

Course: S00° 55' 38.23"W Length: 143.750'

North: 1144843.6394' East: 464390.5928'

Perimeter: 439.540' Area: 10927.88 Sq. Ft.

Error Closure: 0.0000 Course: N00° 00' 00.00"E

Error North: 0.00000 East: 0.00000

Precision 1: 439540000.000

****

Name: Standard : 17

North: 1144842.3275' East: 464466.6016'

Segment #1 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144843.6394' East: 464390.5929'

Segment #2 : Line

Course: N00° 55' 38.23"E Length: 143.750'

North: 1144987.3706' East: 464392.9192'

Segment #3 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144986.0586' East: 464468.9279'

Segment #4 : Line

Course: S00° 55' 38.23"W Length: 37.500'

North: 1144948.5636' East: 464468.3210'

Segment #5 : Line

Course: S00° 55' 38.23"W Length: 106.250'

North: 1144842.3275' East: 464466.6016'

Perimeter: 439.540' Area: 10927.88 Sq. Ft.

Error Closure: 0.0000 Course: N00° 00' 00.00"E

Error North: 0.00000 East: 0.00000

Precision 1: 439540000.000

****

Name: Standard : 18

North: 1144841.0155' East: 464542.6103'

Segment #1 : Line

Course: N89° 00' 40.03"W Length: 76.020'

North: 1144842.3275' East: 464466.6016'

Segment #2 : Line

Course: N00° 55' 38.23"E Length: 106.250'

North: 1144948.5635' East: 464468.3211'

Segment #3 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144947.2516' East: 464544.3298'

Segment #4 : Line

Course: S00° 55' 38.23"W Length: 106.250'

North: 1144841.0155' East: 464542.6103'

Perimeter: 364.540' Area: 8077.13 Sq. Ft.

Error Closure: 0.0000 Course: N00° 00' 00.00"E

Error North: 0.00000 East: 0.00000

Precision 1: 364540000.000

****

Name: Standard : 19

North: 1144945.9497' East: 464619.7581'

Segment #1 : Line

Course: S00° 59' 54.80"W Length: 106.250'

North: 1144839.7158' East: 464617.9064'

Segment #2 : Line

Course: N89° 00' 40.03"W Length: 75.307'

North: 1144841.0155' East: 464542.6106'

Segment #3 : Line

Course: N00° 55' 38.23"E Length: 106.250'

North: 1144947.2516' East: 464544.3301'

Segment #4 : Line

Course: S89° 00' 40.03"E Length: 75.440'

North: 1144945.9496' East: 464619.7589'

Perimeter: 363.247' Area: 8008.43 Sq. Ft.

Error Closure: 0.0008 Course: S84° 55' 10.00"E

Error North: -0.00007 East: 0.00084

Precision 1: 454058.750

****

Name: Standard : 20

North: 1144789.7234' East: 464617.0351'

Segment #1 : Line

Course: S00° 59' 54.80"W Length: 114.370'

North: 1144675.3708' East: 464615.0419'

Segment #2 : Line

Course: N89° 00' 40.01"W Length: 75.503'

North: 1144676.6738' East: 464539.5501'

Segment #3 : Line

Course: N00° 55' 38.23"E Length: 114.370'

North: 1144791.0288' East: 464541.4011'

Segment #4 : Line

Course: S89° 00' 40.03"E Length: 75.645'

North: 1144789.7233' East: 464617.0348'

Perimeter: 379.888' Area: 8643.40 Sq. Ft.

Error Closure: 0.0003 Course: S78° 44' 39.02"W

Error North: -0.00005 East: -0.00026

Precision 1: 1266293.333

****

Name: Standard : 21

North: 1144676.6738' East: 464539.5503'

Segment #1 : Line

Course: N89° 00' 40.01"W Length: 39.155'

North: 1144677.3496' East: 464500.4011'

Segment #2 : Line

Course: N89° 00' 40.01"W Length: 36.815'

North: 1144677.9850' East: 464463.5916'

Segment #3 : Line

Course: N00° 55' 38.23"E Length: 114.370'

North: 1144792.3400' East: 464465.4425'

Segment #4 : Line

Course: S89° 00' 40.03"E Length: 75.970'

North: 1144791.0289' East: 464541.4012'

Segment #5 : Line

Course: S00° 55' 38.23"W Length: 114.370'

North: 1144676.6738' East: 464539.5503'

Perimeter: 380.680' Area: 8688.69 Sq. Ft.

Error Closure: 0.0000 Course: N00° 59' 19.76"E

Error North: 0.00001 East: 0.00000

Precision 1: 380680000.000

****

Name: Standard : 22

North: 1144792.3400' East: 464465.4425'

Segment #1 : Line

Course: S00° 55' 38.23"W Length: 114.370'

North: 1144677.9850' East: 464463.5916'

Segment #2 : Line

Course: N89° 00' 40.01"W Length: 75.970'

North: 1144679.2961' East: 464387.6329'

Segment #3 : Line

Course: N00° 55' 38.23"E Length: 114.370'

North: 1144793.6512' East: 464389.4838'

Segment #4 : Line

Course: S89° 00' 40.03"E Length: 75.970'

North: 1144792.3400' East: 464465.4425'

Perimeter: 380.680' Area: 8688.69 Sq. Ft.

Error Closure: 0.0000 Course: N00° 59' 19.87"E

Error North: 0.00001 East: 0.00000

Precision 1: 380680000.000

****

Name: Standard : 23

North: 1144793.6511' East: 464389.4837'

Segment #1 : Line

Course: S00° 55' 38.23"W Length: 114.370'

North: 1144679.2961' East: 464387.6328'

Segment #2 : Line

Course: N89° 00' 40.01"W Length: 75.970'

North: 1144680.6072' East: 464311.6742'

Segment #3 : Line

Course: N00° 55' 38.23"E Length: 114.370'

North: 1144794.9623' East: 464313.5251'

Segment #4 : Line

Course: S89° 00' 40.03"E Length: 75.970'

North: 1144793.6512' East: 464389.4837'

Perimeter: 380.680' Area: 8688.69 Sq. Ft.

Error Closure: 0.0000 Course: N00° 59' 19.87"E

Error North: 0.00001 East: 0.00000

Precision 1: 380680000.000

****

Name: Standard : 24

North: 1144794.9623' East: 464313.5250'

Segment #1 : Line

Course: S00° 55' 38.23"W Length: 114.370'

North: 1144680.6072' East: 464311.6741'

Segment #2 : Line

Course: N89° 00' 40.01"W Length: 75.970'

North: 1144681.9184' East: 464235.7154'

Segment #3 : Line

Course: N00° 55' 38.23"E Length: 114.370'

North: 1144796.2734' East: 464237.5663'

Segment #4 : Line

Course: S89° 00' 40.03"E Length: 75.970'

North: 1144794.9623' East: 464313.5250'

Perimeter: 380.680' Area: 8688.69 Sq. Ft.

Error Closure: 0.0000 Course: N00° 59' 19.87"E

Error North: 0.00001 East: 0.00000

Precision 1: 380680000.000

****

Name: Standard : 25

North: 1144797.5845' East: 464161.6076'

Segment #1 : Line

Course: S89° 00' 40.03"E Length: 75.970'

North: 1144796.2734' East: 464237.5662'

Segment #2 : Line

Course: S00° 55' 38.23"W Length: 114.370'

North: 1144681.9184' East: 464235.7153'

Segment #3 : Line

Course: N89° 00' 40.01"W Length: 75.970'

North: 1144683.2295' East: 464159.7566'

Segment #4 : Line

Course: N00° 55' 38.23"E Length: 114.370'

North: 1144797.5845' East: 464161.6076'

Perimeter: 380.680' Area: 8688.69 Sq. Ft.

Error Closure: 0.0000 Course: N00° 59' 19.87"E

Error North: 0.00001 East: 0.00000

Precision 1: 380680000.000

****

Name: Standard : 26

North: 1144797.5845' East: 464161.6076'

Segment #1 : Line

Course: S00° 55' 38.23"W Length: 114.370'

North: 1144683.2295' East: 464159.7566'

Segment #2 : Line

Course: N89° 00' 40.03"W Length: 75.970'

North: 1144684.5406' East: 464083.7980'

Segment #3 : Line

Course: N00° 55' 38.23"E Length: 114.370'

North: 1144798.8956' East: 464085.6489'

Segment #4 : Line

Course: S89° 00' 40.03"E Length: 75.970'

North: 1144797.5845' East: 464161.6076'

Perimeter: 380.680' Area: 8688.69 Sq. Ft.

Error Closure: 0.0000 Course: N00° 00' 00.00"E

Error North: 0.00000 East: 0.00000

Precision 1: 380680000.000

****

Name: Standard : 27

North: 1144798.8956' East: 464085.6488'

Segment #1 : Line

Course: S00° 55' 38.23"W Length: 114.370'

North: 1144684.5406' East: 464083.7979'

Segment #2 : Line

Course: N89° 00' 39.97"W Length: 36.940'

North: 1144685.1781' East: 464046.8634'

Segment #3 : Line

Course: N89° 00' 40.04"W Length: 39.030'

North: 1144685.8517' East: 464007.8392'

Segment #4 : Line

Course: N00° 55' 38.23"E Length: 114.370'

North: 1144800.2068' East: 464009.6901'

Segment #5 : Line

Course: S89° 00' 40.03"E Length: 75.970'

North: 1144798.8956' East: 464085.6488'

Perimeter: 380.680' Area: 8688.69 Sq. Ft.

Error Closure: 0.0000 Course: N00° 59' 20.01"E

Error North: 0.00001 East: 0.00000

Precision 1: 380680000.000

****

Name: Standard : 28

North: 1144685.8517' East: 464007.8392'

Segment #1 : Line

Course: N89° 00' 39.99"W Length: 75.974'

North: 1144687.1629' East: 463931.8765'

Segment #2 : Line

Course: N00° 53' 53.94"E Length: 114.370'

North: 1144801.5189' East: 463933.6696'

Segment #3 : Line

Course: S89° 00' 40.03"E Length: 76.032'

North: 1144800.2067' East: 464009.6903'

Segment #4 : Line

Course: S00° 55' 38.23"W Length: 114.370'

North: 1144685.8516' East: 464007.8394'

Perimeter: 380.746' Area: 8692.44 Sq. Ft.

Error Closure: 0.0002 Course: S69° 17' 56.06"E

Error North: -0.00007 East: 0.00017

Precision 1: 1903730.000

****

Name: Standard : 29

North: 1144687.1629' East: 463931.8766'

Segment #1 : Line

Course: S89° 00' 39.99"E Length: 75.974'

North: 1144685.8517' East: 464007.8393'

Segment #2 : Line

Course: S89° 00' 40.04"E Length: 39.030'

North: 1144685.1781' East: 464046.8634'

Segment #3 : Line

Course: S00° 55' 38.23"W Length: 75.000'

North: 1144610.1879' East: 464045.6497'

Segment #4 : Line

Course: N89° 00' 40.01"W Length: 114.966'

North: 1144612.1721' East: 463930.7008'

Segment #5 : Line

Course: N00° 53' 53.94"E Length: 75.000'

North: 1144687.1629' East: 463931.8767'

Perimeter: 379.970' Area: 8623.88 Sq. Ft.

Error Closure: 0.0001 Course: S55° 40' 24.94"E

Error North: -0.00005 East: 0.00008

Precision 1: 3799700.000

****

Name: Standard : 30

North: 1144612.1720' East: 463930.7007'

Segment #1 : Line

Course: S89° 00' 40.01"E Length: 114.966'

North: 1144610.1879' East: 464045.6496'

Segment #2 : Line

Course: S00° 55' 38.23"W Length: 75.000'

North: 1144535.1977' East: 464044.4358'

Segment #3 : Line

Course: N89° 00' 40.01"W Length: 114.928'

North: 1144537.1812' East: 463929.5250'

Segment #4 : Line

Course: N00° 53' 53.94"E Length: 75.000'

North: 1144612.1720' East: 463930.7008'

Perimeter: 379.894' Area: 8621.03 Sq. Ft.

Error Closure: 0.0001 Course: S56° 32' 09.62"E

Error North: -0.00005 East: 0.00008

Precision 1: 3798940.000

****

Name: Standard : 31

North: 1144675.3708' East: 464615.0419'

Segment #1 : Line

Course: S00° 59' 54.80"W Length: 75.000'

North: 1144600.3822' East: 464613.7349'

Segment #2 : Line

Course: N89° 00' 40.01"W Length: 114.669'

North: 1144602.3612' East: 464499.0829'

Segment #3 : Line

Course: N01° 00' 25.23"E Length: 64.997'

North: 1144667.3481' East: 464500.2252'

Segment #4 : Line

Course: S88° 59' 34.94"E Length: 0.000'

North: 1144667.3481' East: 464500.2252'

Segment #5 : Line

Course: N88° 59' 34.94"W Length: 0.000'

North: 1144667.3481' East: 464500.2252'

Segment #6 : Line

Course: N01° 00' 25.23"E Length: 10.003'

North: 1144677.3496' East: 464500.4010'

Segment #7 : Line

Course: S89° 00' 40.01"E Length: 39.155'

North: 1144676.6738' East: 464539.5502'

Segment #8 : Line

Course: S89° 00' 40.01"E Length: 75.503'

North: 1144675.3708' East: 464615.0420'

Perimeter: 379.327' Area: 8599.73 Sq. Ft.

Error Closure: 0.0001 Course: S86° 38' 04.35"E

Error North: -0.00000 East: 0.00006

Precision 1: 3793270.000

****

Name: Standard : 32

North: 1144600.3822' East: 464613.7349'

Segment #1 : Line

Course: S00° 59' 54.80"W Length: 75.000'

North: 1144525.3935' East: 464612.4278'

Segment #2 : Line

Course: N89° 00' 40.01"W Length: 114.680'

North: 1144527.3727' East: 464497.7649'

Segment #3 : Line

Course: N01° 00' 25.23"E Length: 75.000'

North: 1144602.3612' East: 464499.0830'

Segment #4 : Line

Course: S89° 00' 40.01"E Length: 114.669'

North: 1144600.3822' East: 464613.7349'

Perimeter: 379.348' Area: 8600.56 Sq. Ft.

Error Closure: 0.0001 Course: S86° 38' 04.35"E

Error North: -0.00000 East: 0.00006

Precision 1: 3793490.000

****

Name: Standard : TRACT 100

Description: TRACT 100

North: 1144839.7158' East: 464617.9064'

Segment #1 : Line

Course: S00° 59' 54.80"W Length: 50.000'

North: 1144789.7234' East: 464617.0351'

Segment #2 : Line

Course: N89° 00' 40.03"W Length: 75.645'

North: 1144791.0289' East: 464541.4013'

Segment #3 : Line

Course: N89° 00' 40.03"W Length: 75.970'

North: 1144792.3400' East: 464465.4426'

Segment #4 : Line

Course: N89° 00' 40.03"W Length: 75.970'

North: 1144793.6511' East: 464389.4839'

Segment #5 : Line

Course: N89° 00' 40.03"W Length: 75.970'

North: 1144794.9623' East: 464313.5253'

Segment #6 : Line

Course: N89° 00' 40.03"W Length: 75.970'

North: 1144796.2734' East: 464237.5666'

Segment #7 : Line

Course: N89° 00' 40.03"W Length: 75.970'

North: 1144797.5845' East: 464161.6079'

Segment #8 : Line

Course: N89° 00' 40.03"W Length: 75.970'

North: 1144798.8956' East: 464085.6492'

Segment #9 : Line

Course: N89° 00' 40.03"W Length: 75.970'

North: 1144800.2067' East: 464009.6905'

Segment #10 : Line

Course: N89° 00' 40.03"W Length: 76.032'

North: 1144801.5189' East: 463933.6698'

Segment #11 : Line

Course: N00° 53' 53.94"E Length: 50.000'

North: 1144851.5128' East: 463934.4537'

Segment #12 : Line

Course: S89° 00' 40.03"E Length: 76.107'

North: 1144850.1993' East: 464010.5494'

Segment #13 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144848.8873' East: 464086.5581'

Segment #14 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144847.5753' East: 464162.5668'

Segment #15 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144846.2633' East: 464238.5754'

Segment #16 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144844.9514' East: 464314.5841'

Segment #17 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144843.6394' East: 464390.5928'

Segment #18 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144842.3274' East: 464466.6015'

Segment #19 : Line

Course: S89° 00' 40.03"E Length: 76.020'

North: 1144841.0154' East: 464542.6102'

Segment #20 : Line

Course: S89° 00' 40.03"E Length: 75.307'

North: 1144839.7157' East: 464617.9059'

Perimeter: 1467.022' Area: 34175.55 Sq. Ft.

Error Closure: 0.0005 Course: S83° 34' 50.34"W

Error North: -0.00005 East: -0.00048

Precision 1: 2934042.000

****

Name: Standard : TRACT 200

Description: TRACT 200

North: 1144527.3727' East: 464497.7653'

Segment #1 : Line

Course: S89° 00' 40.01"E Length: 114.680'

North: 1144525.3935' East: 464612.4282'

Segment #2 : Line

Course: S00° 59' 54.80"W Length: 30.631'

North: 1144494.7672' East: 464611.8944'

Segment #3 : Line

Course: N88° 50' 17.28"W Length: 307.630'

North: 1144501.0050' East: 464304.3276'

Segment #4 : Line

Course: N89° 02' 34.63"W Length: 375.324'

North: 1144507.2740' East: 463929.0560'

Segment #5 : Line

Course: N00° 53' 53.94"E Length: 29.911'

North: 1144537.1813' East: 463929.5249'

Segment #6 : Line

Course: S89° 00' 40.01"E Length: 114.928'

North: 1144535.1978' East: 464044.4358'

Segment #7 : Line

Course: N00° 55' 38.23"E Length: 75.000'

North: 1144610.1880' East: 464045.6496'

Segment #8 : Line

Course: N00° 55' 38.23"E Length: 75.000'

North: 1144685.1782' East: 464046.8633'

Segment #9 : Line

Course: S89° 00' 39.97"E Length: 36.940'

North: 1144684.5407' East: 464083.7978'

Segment #10 : Line

Course: S89° 00' 40.03"E Length: 75.970'

North: 1144683.2295' East: 464159.7565'

Segment #11 : Line

Course: S89° 00' 40.01"E Length: 75.970'

North: 1144681.9184' East: 464235.7152'

Segment #12 : Line

Course: S89° 00' 40.01"E Length: 75.970'

North: 1144680.6073' East: 464311.6739'

Segment #13 : Line

Course: S89° 00' 40.01"E Length: 75.970'

North: 1144679.2962' East: 464387.6326'

Segment #14 : Line

Course: S89° 00' 40.01"E Length: 75.970'

North: 1144677.9850' East: 464463.5913'

Segment #15 : Line

Course: S89° 00' 40.01"E Length: 36.815'

North: 1144677.3497' East: 464500.4008'

Segment #16 : Line

Course: S01° 00' 25.23"W Length: 10.003'

North: 1144667.3482' East: 464500.2250'

Segment #17 : Line

Course: S01° 00' 25.23"W Length: 64.997'

North: 1144602.3612' East: 464499.0827'

Segment #18 : Line

Course: S01° 00' 25.23"W Length: 75.000'

North: 1144527.3728' East: 464497.7646'

Perimeter: 1726.709' Area: 88493.32 Sq. Ft.

Error Closure: 0.0007 Course: N82° 44' 27.08"W

Error North: 0.00009 East: -0.00070

Precision 1: 2466727.143

Inst. Number: 202441106884 Page 1 of 59 Date: 10/17/2024 Time: 2:15 PM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF GOLDEN MEADOWS

PREPARED BY AND RETURN TO:
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PD.45948269.1

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOLDEN MEADOWS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOLDEN MEADOWS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOLDEN MEADOWS is made and entered into this 17th day of October 2024, by **AMH DEVELOPMENT, LLC**, a Delaware limited liability company ("**Developer**").

RECITALS:

A. Developer is the owner of certain real property located in Manatee County, Florida, described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

B. Developer intends to develop the Property into a community of single-family homes to be known as Golden Meadows (the "**Community**").

C. The Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration.

NOW THEREFORE, Developer hereby declares that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1.1 "ACC" shall mean the Architectural Control Committee for the Community established pursuant to Article IX hereof.

1.2 "Annual Assessments" shall mean assessments or charges levied against all Lots to fund Common Expenses in accordance with this Declaration and as further defined in Article VIII.

1.3 "Assessments" shall mean Annual Assessments, Commencement Assessments, Transfer Assessments, Special Assessments, Specific Assessments and any other assessments or charges levied against Lots in accordance with this Declaration.

1.4 "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, as same may be amended from time to time, a copy of which is attached hereto as **Exhibit B**.

1.5 "Association" shall mean GOLDEN MEADOWS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

1.6 "Board" shall mean the board of directors of the Association.

1.7 "Builder" or "Builders" shall mean any Person (as hereinafter defined) that has acquired title to one or more Lots from Developer for the purpose of constructing Residences on such Lots for later sale to one or more third-party purchasers in the ordinary course of such Person's business.

1.8 "Bylaws" shall mean the bylaws of the Association, as same may be amended from time to time, a copy of which is attached hereto as **Exhibit C**.

1.9 "City" shall mean and be defined as the City of Bradenton, a municipal corporation of the State of Florida, specifically including each and all of its departments and agencies.

1.10 "Common Area" shall mean and all real property (including the improvements thereon) as set forth on the Plat (as hereinafter defined) owned by the Association or easement areas in favor of the Association, for the common use and enjoyment of the Owners. The Common Area includes the Conservation Areas (as hereinafter defined) and Surface Water Management System (as hereinafter defined), excluding Lots.

1.11 "Common Expenses" shall mean the actual and estimated expenses incurred by the Association for the operation, maintenance, monitoring and repair of the Common Area (and all improvements thereon), the Conservation Areas, the Surface Water Management System, wetland mitigation areas, and the Common Maintenance Area, or for the general benefit of all Owners, including, if so determined by Developer or the Association, any reasonable reserves for capital expenditures and/or deferred maintenance, all as may be found to be necessary or appropriate pursuant to the Governing Documents or Florida law.

1.12 "Common Maintenance Area" shall mean all real property, whether located within or outside the Property, from time to time designated by Developer or the Board as a maintenance responsibility of the Association for the common use and enjoyment of the Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon.

1.13 "Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, generally prevailing throughout the Community, or the minimum standards established by Developer or the Board pursuant to Article IX hereof, whichever is the highest standard.

1.14 "Conservation Area(s)" shall mean all conservation areas and/or conservation easement areas, if any, designated by Developer or its successors and assigns upon the Plat (as hereinafter defined), or in any easements, dedications, or restrictions made or imposed pursuant to conservation ordinances, laws, rules, or regulations of governmental authorities.

1.15 "County" shall mean and be defined as Manatee County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

1.16 "Declaration" shall mean this Declaration Of Covenants, Conditions and Restrictions of Golden Meadows.

1.17 "Developer" shall mean AMH DEVELOPMENT, LLC, a Delaware limited liability company, and its successors and assigns. Developer may assign all or a portion of its rights hereunder. In the event of a partial assignment, unless the assigning document states otherwise, the assignee shall not be deemed a Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

1.18 "District" shall mean the Southwest Florida Water Management District.

1.19 "Governing Documents" shall mean and collectively refer to this Declaration, the Articles, the Bylaws and any Rules or Regulations or Community Standards adopted under the authority of the recorded Declaration, and duly adopted amendments thereto.

1.20 "Lot" shall mean any plot of land intended for use as a site for a Residence and which is shown as a Lot on the Plat.

1.21 "Member" shall mean every Person who is an Owner and such Owners comprise the membership of the Association as described in Section 3.1.

1.22 "Owner" shall mean the record owner, whether one or more Persons, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.23 "Permit" shall mean and refer to the Environmental Resource Permit for the Property issued by the District, as may be modified from time to time.

1.24 "Person" shall mean an individual, corporation, limited liability company, governmental agency, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

1.25 "Plat" shall mean the plat of Golden Meadows as recorded in the plat or plats subdividing the Property, as recorded from time to time in the public records of the County. The Plat contains additional covenants, conditions, restrictions, easements, dedications and reservations on all or a portion of the Property.

1.26 "Property" shall mean the real property described in **Exhibit A** attached hereto, and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration.

1.27 "Residence" shall mean any residential dwelling unit constructed or to be constructed on or within any Lot together with any appurtenant improvements.

1.28 "Rules and Regulations" shall mean such rules and regulations pertaining to the Community as may be adopted, amended, restated, supplemented or replaced by the Board from time to time as provided in the Bylaws. The Rules and Regulations may be included into the Community Standards or may be adopted separately by the Board.

1.29 "Streets" shall mean the right(s)-of-way and all streets, roads, drives, courts, ways and cul-de-sacs within the Property as the same are described in and depicted on the Plat, together with all paving, curbing, gutters, sidewalks and other improvements, facilities and appurtenances from time to time located therein.

1.30 "Surface Water Management System" shall mean the surface water management and drainage system for the Property which is designed, constructed, implemented and operated to collect, store, retain, detain, inhibit, absorb, treat, convey, drain, use or reuse water to prevent, control or reduce flooding, overdrainage, water pollution or other environmental degradation or otherwise affect the quality, quantity, direction and/or rate of flow of surface water and stormwater drainage on and discharged from the Property in accordance with and pursuant to the Permit and as reflected on the construction plans approved by the City and/or the County, and includes all land, easements, inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, engineering controls, improvements, facilities, and appurtenances which together constitute and comprise the surface water management and drainage system for the Property. The Surface Water Management System facilities shall be located on land that is designated Common Area on the Plat or located on other land that is owned by the Association or land that is subject to an easement in favor of the Association and its successors.

1.31 "Turnover" shall mean that date following conversion of Class B Membership to Class A Membership upon which Developer transfers majority control of the Board as provided in this Declaration.

ARTICLE II
PROPERTY RIGHTS

2.1 Owners' Easements of Enjoyment. Every Owner subject to the restrictions contained in the Governing Documents, together with the licensees, guests, invitees and agents of the Owners, shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the right of the Association, pursuant to Section 720.305, Florida Statutes, to suspend the right to use Common Area facilities for a reasonable period of time for the failure of the Owner or its occupant, licensee, guest, invitee and agent to comply with the terms of this Declaration.

2.2 Delegation of Use. Any Owner may delegate, in accordance with the Governing Documents, such Owner's right or enjoyment to the Common Area and facilities to family members or tenants who reside on such Owner's Lot, but not otherwise.

2.3 Utility Easements. There are hereby created, declared, granted to and reserved for the benefit of Developer, the County, the Association, all Owners, all Lots, and all public or private providers of utility services to the Property and their respective successors and assigns a non-exclusive perpetual easement for utility purposes over, under, upon and within the Property for the purposes of constructing, installing, inspecting, operating, maintaining, repairing, and replacing, from time to time, any and all utility and service lines, mains, systems, meters, equipment, and facilities from time to time located therein or thereon. The utilities contemplated to be served by such utility easements may include, without limitation, those providing reuse and potable water, sewer, drainage, irrigation systems, telephone, security systems, electricity, gas, cable television or other communication lines and services; provided, the exercise of this easement shall not unreasonably interfere with the use of any Residence located upon the Property.

2.4 Emergency Drainage Easement. There is hereby created, declared and granted to and for the benefit of the City, County and/or the District, a non-exclusive perpetual easement over, under, upon and within the Streets and all drainage easements and drainage easement areas comprising and appurtenant to the Surface Water Management System for the purpose of undertaking emergency maintenance and repairs to the Surface Water Management System in the event that inadequate maintenance or repair of the Surface Water Management System by the Association shall create a hazard to the public health, safety or general welfare. To the extent that the City, the County and/or the District shall, in fact, undertake any such emergency maintenance and repairs to the Surface Water Management System because of the inadequate maintenance and repair thereof by the Association, the City, the County and/or the District as the case may be, shall have a lien upon the Common Area comprising the Surface Water Management System as security for the payment by the Association of those costs and expenses reasonably so incurred by the City, the County and/or the District in connection therewith. It is expressly provided, however, that the creation, declaration, grant and reservation of such Emergency Drainage Easement shall not be deemed to impose upon the City, the County and/or the District any obligation, burden, responsibility or liability to enter upon the Property or any portion thereof to take any action to maintain or to repair the Surface Water Management System or any portion or portions thereof for any reason or reasons whatsoever.

2.5 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the Surface Water Management System. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management

System. No Person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District.

2.6 Swale Maintenance. Developer may construct a drainage swale upon the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot(s) from time to time. Each Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales on their Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swales shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner of the Lot upon which the drainage swale is located.

2.7 Construction and Sales Easement. There is hereby created, declared, granted and reserved for the benefit of Developer and Builders, together with the right to grant, assign and transfer the same to their respective sales representatives and contractors, an easement for construction activities upon Lots and for sales, marketing and promotional activities, including the installation and maintenance of signs on Lots and for the construction and maintenance on Lots from time to time of a sales and administrative center in which and from which Developer and Builders and their respective authorized sales representatives and contractors may engage in marketing, sales and promotional activities and related or supportive administrative activities of a commercial nature. The easements created by this Section 2.7, and the rights reserved herein in favor of Developer and Builders, shall be construed as broadly as possible and supplement the rights of Developer and Builders set forth in this Declaration. Developer and/or Builders shall not be required to pay any consideration whatsoever for its use and enjoyment of such rights and easements.

2.8 Public Easements. Fire, police, school transportation health and sanitation, mail and package delivery services and other public and quasi-public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Property for the purpose of providing public services to the Owners. In addition, to public streets within the Community (if applicable), telecommunications providers shall also have the right to use all paved Streets and roadways which are or become part of the Common Area, if any, for ingress and egress to and from telecommunications systems within the Community.

2.9 Association's Access Easement. The Association's duly authorized representatives or agents shall, at all reasonable times have and possess a reasonable right of entry and inspection upon the Property for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, a non-exclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including, but not limited to, all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association, as determined by the Board.

2.10 Access. Developer reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across those portions of the Common Area lying adjacent to and between the boundary line(s) of their Lot(s) to and from dedicated rights of way.

2.11 Future Easements. There is hereby reserved to Developer and it successors and assigns, as long as Developer owns any of the Property, the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, the City, the County, the District, any other governmental authority

and/or any other parties, together with the right to grant and transfer the same, such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole and absolute discretion of Developer, for the future orderly development of the Property in accordance with the objectives and purposes set forth in this Declaration. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon the Lots pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Lot as a residential home site. The easements contemplated by this Section may include, without limitation, such easements as may be required for utility, drainage, road right-of-way or other purposes reasonably related to the orderly development of the Property in accordance with the objectives and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by Developer without the necessity for the consent or joinder of the owner of the particular portion of the Property over which any such further or additional easement is granted or required.

2.12 Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.1 Membership Appurtenant. Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.2 Voting Rights. The Association shall have two classes of voting membership:

3.2.1 Class A. The "Class A Members" shall be all Owners, with the exception of Developer, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised by a majority of all such Members as they determine, but in no event shall more than one (1) vote be cast with respect to such a Lot.

3.2.2 Class B. The "Class B Member" shall be Developer. The Class B Member shall be entitled to the total number of votes of all Class A Members from time to time plus one (1) vote; provided, however, that the Class B membership shall cease and convert to Class A membership on the happening of any of the following events, whichever shall first occur:

3.2.2.1 Three (3) months after ninety percent (90%) of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed to Class A Members; or

3.2.2.2 Developer, in its sole and absolute discretion, elects to terminate its Class B membership by written notice of such election delivered to the Association (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Notwithstanding that there shall be two (2) classes of voting membership in the Association, voting shall be based upon the votes cast by the membership as a whole; not on votes cast by or within each class of voting membership.

3.3 Turnover of Control of Association. Within ninety (90) days following the cessation and termination of Class B membership in the Association as hereinabove provided, Developer shall deliver to the Class A Members, at Developer's expense, those documents and other materials described in Section 720.307(4), Florida Statutes, and

relinquish control and turnover the management and operation of the Association to the Class A Members as provided in Section 720.307, Florida Statutes.

3.4 Amplification. The provisions of this Declaration are amplified by the Association's Articles of Incorporation and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration or any future Declaration. Developer intends that the provisions of this Declaration on the one hand, and the Articles of Incorporation and Bylaws on the other, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration or any future Declaration control anything in the Articles of Incorporation or Bylaws to the contrary.

ARTICLE IV
PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO THE PROPERTY

4.1 Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

4.2 Additions to the Property. Developer reserves the right to add, or cause to be added, other real property not now included within the Property to the Property, without the consent or joinder of any party, upon the recording of an amendment or supplement to this Declaration in the public records of the County. Thereafter, such real property described therein shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

4.3 Annexation of Property. Real property may be annexed to the Property by the Association upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than a majority of the total votes of the Association. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the public records of the County. Thereafter, such real property described therein shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property. Notwithstanding anything herein to the contrary, as long as the Class B Membership exists the annexation of property must first be approved in writing by Developer.

4.4 Development Approvals. Prior to Turnover, Developer reserves the right to seek and obtain approval from the City, the County and/or any other governmental authority to modify or amend the preliminary subdivision plans, development plans or orders for the Property approved by the City, the County or other governmental authority from time to time, without the joinder, ratification or approval of the Association, any Owner or any lienholder.

4.5 Platting. As long as there is a Class B Membership, Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of any Owner.

4.6 Merger. Nothing in this Declaration is intended to limit or restrict in any way the Association's rights or ability to merge or consolidate with any other association as the Board may feel is in the best interests of the Association and its Members. A merger or consolidation of the Association must be approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than a majority of the total votes of the Association. Upon a merger or consolidation of the Association with another association, all Common Area, rights, and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association, by operation

of law, may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme. Notwithstanding anything herein to the contrary, as long as the Class B Membership exists any merger or consolidation must first be approved in writing by Developer.

4.7 Withdrawal of Property. Developer shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration, if consented to by the owner of said portion of the Property, without the joinder, ratification or approval of the Association, any Owner or any lienholder (the "**Withdrawn Property**"). In order to withdraw the Withdrawn Property from the terms and conditions of this Declaration, Developer shall record in the public records of the County an instrument signed by Developer and the owner of the Withdrawn Property which shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration. Developer shall have the right to later convey previously Withdrawn Property to the Association as Common Area.

4.8 Minor Adjustments in Use Classifications/Conveyances. Notwithstanding any other provisions of this Declaration or the Plat(s) to the contrary, in order to carry out the overall objectives and purposes of this Declaration, Developer hereby reserves the right, subject to and with the written consent and approval of the Board, to make (as determined by Developer in its reasonable discretion) minor or de minimus adjustments in the use classifications of the Property between residential property (i.e., Lots) and Common Area and to thereafter transfer and convey to the Association or to any Owner or third party, and/or cause the Association to transfer and convey to Developer or to any Owner or third party, those relatively small or de minimus portions of the Property to which such adjustments in use classification are so made. For example, Developer, with the written consent and approval of the Board, may declare that a portion of a particular Common Area tract shall be reclassified as a Lot or Lots, or a portion of an existing Lot, and transferred and conveyed by whichever one of Developer or the Association shall then be the Owner thereof. Also, Developer may reclassify a Lot as a portion of the Common Area and convey such Lot or portion of a Lot to the Association as Common Area. Any adjustment to the Common Area pursuant to this Section shall not interfere with the ability of the Owners to use the recreational facilities within the Common Area.

4.9 Special Taxing Districts. In the event that a special taxing district or community development district (hereinafter "**Taxing District**") is established to provide any services currently rendered by or which are the responsibility of the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by the Taxing District; provided however, the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by the Taxing District. The Association shall have the right to convey or transfer all or portions of the Common Area to the Taxing District so long as the Members shall have the right to use and enjoy the Common Area as they had prior to the conveyance or transfer. If the Taxing District is terminated for any reason, these covenants and conditions shall thereupon automatically again apply in full force and effect as if the Taxing District had never been created. Notwithstanding the above, any transfer of the operation and maintenance permit for the Surface Water Management System must be approved in writing by the District.

ARTICLE V
FUNCTIONS OF THE ASSOCIATION

5.1 Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board unless reserved to the Members. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

5.2 Required Services. In addition to those other responsibilities specified in the Governing Documents, the Association or its management company, if applicable, shall be required to provide the following services as and when deemed necessary or appropriate by the Board and shall have easement rights necessary to perform same:

5.2.1 All maintenance of the Common Area and repair and replacement of all improvements thereon as and when deemed appropriate by the Board.

5.2.2 Payment of ad valorem taxes, non-ad valorem assessments and personal property taxes, if applicable, with respect to the Common Area.

5.2.3 Operation of the Common Area, the Common Maintenance Area, if any, in accordance with the rules and other standards adopted by the Board from time to time.

5.2.4 Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in the Governing Documents.

5.2.5 Conducting business of the Association, including arranging for administrative services such as management services, legal, accounting, financial and communication services such as informing Owners of activities, meetings, and other important events.

5.2.6 Purchasing insurance to the extent necessary to insure Association property, liability of the Association, its officers and the Board, and any other insurance to the extent deemed necessary or desirable by the Board. The Association shall carry an insurance policy insuring itself from liability for damages related to or arising in connection with the Community's Streets (if part of the Common Area), sidewalks, Surface Water Management System (including stormwater detention and retention areas), at least in the amount of $1,000,000/$2,000,000.

5.2.7 Acceptance of any instrument of conveyance with respect to the Common Area delivered to the Association.

5.2.8 Operation, maintenance, monitoring and repair of the Surface Water Management System in accordance with the Permit. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District, the City, the County, or other governmental agency, if applicable. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved in writing by the District, the City, the County, or other governmental agency, if applicable.

5.2.9 The Association shall maintain any lakes, ponds, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated Conservation Areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the District, the City, the County or any other governmental agency, and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the District and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts, vegetated natural buffers or similar designations, in

accordance with all permit requirements, rules and regulations promulgated by all local, state and federal authorities having jurisdiction.

5.2.10 Monitoring and maintenance of wetland mitigation areas, if any, described in the Permit shall be the responsibility of the Association. The Association must successfully complete the mitigation and satisfy Permit conditions.

5.3 Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

5.3.1 Such other services as are authorized in the Governing Documents.

5.3.2 Cleanup, landscaping, maintenance, dredging, water treatment or other care of lakes, ponds, canals, roads, or other property (public or private), adjacent to or near the Property, or other property designated Common Maintenance Area by Developer or the Association to the extent such care would be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other Person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

5.4 Developer Responsibility. Until the earlier to occur of Turnover or conveyance of the Common Areas to the Association (the "**Maintenance Responsibility Transfer**"), all maintenance and repair of streets and sidewalks that are to become part of the Common Area, if any, and the Surface Water Management System, including stormwater detention and retention areas, shall be the responsibility of Developer. Before the Maintenance Responsibility Transfer occurs, Developer agrees (and after the Maintenance Responsibility Transfer occurs, the Association agrees) to expressly indemnify and hold the City, the County, and their officers and employees harmless from any cost of maintenance, repair, and reconstruction of, or tort liability or award of damages related to or arising in connection with, Streets and sidewalks that are to become part of the Common Area, if any, and the Surface Water Management System (including stormwater retention and detention area), and any other Community infrastructure which is to become Common Area.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

6.1 Common Area. On or before Turnover, Developer shall convey its interest, if any, in the Common Area to the Association. The Association shall accept title to any interest in real or personal property transferred to it by Developer. Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interest and licenses to use. Any fee simple interest in property transferred to the Association by Developer shall be transferred to the Association by quit-claim deed, free and clear of all liens (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances of record or reserved by Developer in the instrument of conveyance. The property or interest in property transferred to the Association by Developer may impose special restrictions governing the uses of such property and special obligations on the Association with respect to the maintenance of such property. No title insurance or title opinion shall be provided to the Association by Developer.

THE ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY

OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY LOT, THE ASSOCIATION AND ALL OWNERS RELEASE DEVELOPER FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

6.2 Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, any future declaration, or its Articles, Bylaws, Rules and Regulations. The Association may contract with others to furnish trash collection, lawn care, Common Area maintenance, and any other services or materials, or both to all Lots, or to any group of Lots, provided, however, if such services or materials, or both, are furnished to less than all Lots, then;

6.2.1 Only those Lots enjoying the benefit thereof shall be assessed for the cost thereof, as a Specific Assessment as provided in this Declaration; and

6.2.2 Provided further, the consent of the Owner of each such Lot shall be required.

6.3 Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind and enforce reasonable Rules and Regulations governing the use of the Lots, the Common Area, or any combination thereof, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration, and any applicable future declaration. The Rules and Regulations need not be recorded in the public records. The validity of the Association's Rules and Regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. All Rules and Regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and voting at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its Rules and Regulations at all times shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owners choosing. The Rules and Regulations shall not apply to Developer or Builders while Class B membership exists. The Permit and its conditions, as the same may be modified from time to time, shall be attached to the Rules and Regulations as an exhibit.

6.4 Implied Rights. The Association may exercise any other right, power or privilege given to it expressly by this Declaration, any future declaration, the Articles or Bylaws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

6.5 Litigation. The Association shall have the power to mitigate or defend litigation on behalf of the Association; provided, however, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) of each class of Members. This paragraph shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including without limitation, the foreclosure of liens and enforcement of restrictive covenants against Owners), (b) the

imposition and collection of Assessments as provided in this Declaration (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

ARTICLE VII
COMMUNITY WALLS

7.1 Community Walls. Developer or the Association may construct walls or fences (the "**Community Wall(s)**") in the Common Area, easements, or elsewhere on the Property as a visual barrier, decorative, architectural, or safety feature, retaining wall, or for any other reason at the sole discretion of Developer or the Association, or as a requirement of any municipality or governing authority for the benefit of the Association. Such walls or fences cannot alter the drainage flow of the Surface Water Management System unless prior written approval is received from the District.

7.2 Maintenance of Community Walls. Community Wall maintenance and repair shall be performed by the Association, as determined by the Board. Should the Board determine that maintenance and/or repair is a result of negligence or abuse by an Owner, charges for said maintenance and/or repair will be assessed to such Owner as a Specific Assessment. Owners shall not remove, alter, improve, paint, repair, maintain or otherwise modify Community Walls without the express written permission of the Board.

7.3 Easement for Community Walls. An easement is hereby created in favor of Developer and the Association for the construction, management, inspection, painting, maintenance and repair of Community Walls. The easement shall extend five (5) feet into each affected Lot from the Community Wall. Entry upon a Lot by Developer, the Association or their agents, as provided herein, shall not be deemed a trespass.

ARTICLE VIII
COVENANT FOR ASSESSMENTS

8.1 Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot owned, hereby covenants and each Owner, by acceptance of a deed to their Lot, is deemed to covenant and agree to pay to the Association: Commencement Assessments, Transfer Assessments, Annual Assessments, Special Assessments, Specific Assessments, Assessments for the costs of maintenance and operation of the Surface Water Management System and wetland mitigation areas and all other Assessments permitted under this Declaration.

All Assessments, together with late fees, interest, costs and reasonable attorneys' fees for collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot and all improvements thereon against which each Assessment is made. Each of the Assessments, together with interest, costs and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when such Assessments fell due until paid.

8.2 Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement, maintenance and repair of the Common Area, Common Maintenance Area, Conservation Area(s) and Surface Water Management System including but not limited to: work within retention areas, drainage structures and drainage easements, easement areas benefiting the Property, right-of-way areas adjacent to the Property which the Association chooses to maintain, or for any other purpose set forth in this Declaration that the Board deems appropriate. In addition to any other accounts established and maintained by the Association for the purposes stated above, the Association shall establish and maintain an account for annual routine infrastructure maintenance.

8.3 Annual Assessments. The Association shall be and is hereby authorized, empowered and directed to establish, levy, make, impose, enforce and collect during each calendar year an Annual Assessment in order to provide funds required for the payment of Common Expenses to be incurred by the Association during such calendar year in the performance of its duties and obligations pursuant to this Declaration. Such Annual Assessments shall be established, made, levied, imposed, enforced, collected and otherwise governed by the provisions contained in this Declaration.

8.4 Maximum Annual Assessment. DEVELOPER DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT DEVELOPER ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, DEVELOPER SHALL SPECIFICALLY ELECT TO FUND SAID DEFICIT AS PROVIDED IN SECTION 720.308(1)(b), FLORIDA STATUTES. AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES, ARE NOT APPLICABLE TO DEVELOPER OR THE CALCULATION OF SAID DEFICIT OR OTHER AMOUNTS DUE FROM DEVELOPER.

8.5 Commencement Assessment. The Association shall levy and impose on each Lot a commencement assessment of Three Hundred and 00/100 Dollars ($300.00) per Lot (the "**Commencement Assessment**"). The Commencement Assessment shall be paid directly to the Association by the initial Owner of the Lot (other than Developer and Builder) at the closing of the initial sale, transfer and conveyance of such Lot from Developer to such initial Owner. The Association may use the Commencement Assessment for any of the purposes and services set forth in this Declaration.

8.6 Transfer Assessments. Except for transfers of Lots to Developer, the Association shall levy and impose on each Lot a transfer assessment of One Hundred and 00/100 Dollars ($100.00) (the "**Transfer Assessment**"). The Transfer Assessment shall be paid directly to the Association by the purchaser of the Lot (excluding all Builders) at the closing of each sale, transfer and conveyance of such Lot. The Association may use the Transfer Assessment for any of the purposes and services set forth in this Declaration.

8.7 Special Assessments. The Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect from time to time special assessments for any purpose directly related to the discharge of its duties and obligations pursuant to this Declaration ("**Special Assessments**"); provided, however, that any such Special Assessment shall have the prior approval of two-thirds (2/3) of the Members voting in person or by proxy at a meeting of the Association of which written notice specifying the nature and amount of the proposed Special Assessment is sent to all Members at least thirty (30) days in advance of such meeting. All sums collected as Special Assessments shall be used only for the purpose for which such Special Assessment is established, made, levied, imposed, enforced and collected and shall be deposited in a separate interest bearing bank account, certificate(s) of deposit or in United States Treasury Bonds of appropriate maturities, not commingled with any other funds of the Association, and held in trust by the Association until used for such purpose.

8.8 Specific Assessments. The Association may levy assessments or charges against a specific Lot ("**Specific Assessments**") to recover any indebtedness of the Owner of that Lot to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract, express or implied, or because of any act or omission of the Owner or any occupant of such Lot, or arising by reason of Owner's failure to properly maintain their Lot and Residence as herein provided.

8.9 Uniform Rate of Assessment. All Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

8.10 Reserves. The Annual Assessments may include reasonable amounts to be collected and held in reserve accounts for capital expenditures and/or deferred maintenance for which the Association is responsible, including but not limited to future maintenance, repair or replacement of all or any portion of the Common Area and Common Maintenance Area, including, without limitation, the Surface Water Management System. The reserve accounts shall comply with the requirements of Chapter 720, Florida Statutes, as amended from time to time. The Association shall establish and maintain (i) an account for major capital repair and/or replacement of the Community's Streets (if applicable), (ii), an account for major capital repair and/or replacement of the Community's Surface Water Management System, including stormwater retention and detention facilities, and stormwater conveyance systems, and (iii) an account or accounts for major capital repair and/or replacement of other Common Area, Common Maintenance Area and other Community infrastructure for which the Association is responsible (to the extent same exists) such as water pipes and lines, waste water pipes and lines, sidewalks, curbing, bike paths and similar works, as determined by the Association, and which accounts shall be funded as determined by the Association from time to time.

8.11 Date of Commencement of Annual Assessments; Due Dates. Except as otherwise provided herein, Assessments shall commence as to each Owner on the date of the conveyance of title of a Residence to such Owner. Each subsequent Annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The Annual Assessments shall be payable in advance in annual, semi-annual, quarter-annual or monthly installments as determined by the Board. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the periodic payment of the Annual Assessment shall be sent to every Owner subject thereto prior to the due date for same. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8.12 Developer's Obligation for Assessments. Notwithstanding anything herein to the contrary, as long as the Class B Membership exists, Developer may elect not to pay Assessments on unoccupied Lots owned by Developer. Should Developer elect not to pay the Assessments, Developer shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Section 8.2 of this Article, in excess of the total amount collected by the Association through all Assessments ("**Deficit Funding**"); provided, however, unless it chooses otherwise in writing Developer shall not be obligated to contribute to or pay for funding any reserves for capital expenditures or deferred maintenance, capital improvement fund or Special Assessment. Irrespective of any election on the part of Developer, any Residence located on any Lot owned by Developer which is occupied as a residence shall be subject to one hundred percent (100%) of any and all applicable Assessments. Developer may at any time revoke its Deficit Funding election and place itself in the position of being obligated to pay the full impact of all Assessments for each Lot owned by Developer at the time said revocation is presented to the Association. Prior to Turnover, if Developer has elected Deficit Funding, each Builder may elect not to pay Assessments on unoccupied Lots owned by such Builder and instead participate in the payment of Deficit Funding as described herein on a prorata basis (i.e., Deficit Funding shall be allocated between Developer and Builders who elect to participate in Deficit Funding based on the number of Lots owned by each of them at the time Deficit Funding is required).

8.13 Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within fifteen (15) days after the due date shall bear a late fee of twenty-five and 00/100 dollars ($25.00) and interest from the due date at the greater of eighteen percent (18%) per annum or the highest interest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot, or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

8.14 Assumption of Delinquent Assessments by Successors. Except as otherwise provided by law, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that became due up to the time of

the transfer of title. The lien for delinquent Assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

8.15 Subordination of the Lien to Mortgages. The lien for Assessments shall not be affected by any sale or transfer of a Lot except in the event of a sale or transfer pursuant to judicial foreclosure action (or deed in lieu of foreclosure) of a bona fide institutional first mortgage holder, in which event the foreclosing lender acquiring title to the Lot pursuant to the foreclosure action (or deed in lieu of foreclosure) and its successors and assigns shall be liable for unpaid Assessments that became due and payable prior to such foreclosure (or deed in lieu of foreclosure) only to the extent allowed under Section 720.3085(2)(c), Florida Statutes, as amended from time to time. Notwithstanding anything to the contrary set forth herein, if any unpaid Assessments cannot be collected as a lien against a Lot by reason of the provisions of this Section, such unpaid Assessments shall be deemed a Common Expense divided equally among, payable by and a lien against all Lots subject to Assessment by the Association, including the Lot as to which the foreclosure (or deed in lieu of foreclosure) was instituted.

Sale, transfer or conveyance of title to a Lot pursuant to foreclosure action (or deed in lieu of foreclosure) shall not extinguish the personal liability of the Owner of the Lot prior to the foreclosure action (or deed in lieu of foreclosure) as to unpaid Assessments which became due and payable prior to the foreclosure action (or deed in lieu of foreclosure). Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof or the enforcement of collection by means other than foreclosure.

8.16 Developer Advances. Developer may, in its sole discretion, advance and loan monies or other property in lieu of monies to the Association for any purpose including providing working capital. Such advances shall be considered a loan by Developer to the Association and may be evidenced by a promissory note executed by the Association in favor of Developer. The Association, by and through its officers, directors and agents are hereby empowered to, and shall have the authority to, execute such promissory notes in favor of, and on behalf of, the Association and obligate the Association to repay all funds, monies or property so advanced. Even if the advances are not evidenced by promissory notes, the amounts so advanced shall be considered loans which may be due upon demand before or after Turnover.

8.17 Exempt Property. The following Property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein:

8.17.1 All Property deeded to and accepted by the Association, a Taxing District, or a public authority devoted to public use.

8.17.2 All Common Area.

8.17.3 Any Property not designated as a Lot.

ARTICLE IX
ARCHITECTURAL CONTROL

9.1 Architectural Control Committee. The ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until Turnover, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the

ACC shall fill the vacancy by appointment. From and after Turnover, the Board shall have the same rights as Developer with respect to the ACC.

9.2 Membership. There is no requirement that any member of the ACC be a Member of the Association.

9.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of the Community. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within the Community by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to Turnover, any additional standards or modification of existing standards shall require the consent of Developer and Builders, which may be granted or denied in their sole discretion.

9.4 Community Standards. Each Owner, and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by Developer or the ACC and, in the case of the ACC, also approved by the Board. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner or Builder to alter improvements previously constructed. Until Turnover, Developer shall have the right to approve the Community Standards, which approval, may be granted or denied in Developer's sole discretion.

9.5 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

9.6 Power and Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Residence shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer or Builders, and which are visible from the exterior of the Residence, be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

9.7 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

9.7.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as determined by the ACC, from time to time. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

9.7.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

9.7.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

9.7.4 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

9.8 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

9.9 Variances. The Association or the ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance in one or more instances shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

9.10 Permits. Each Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

9.11 Construction Activities. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

9.11.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in the Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in the Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in the Community and no construction materials shall be stored in the Community, subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic

materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of their respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion. There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all Owner's contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. The ACC shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

9.11.2 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in the Community. Further, any employee or Contractor who fails to comply with such terms and conditions (and after notice cures same) more than three (3) times, may be prohibited from performing any further services in the Community by the ACC.

9.11.3 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within the Community. Each Owner shall comply with such standards and cause its respective Contractors and employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within the Community and each Owner shall include the same therein.

9.12 Inspection. There is specifically reserved to the Association and the ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of the Community at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

9.13 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC. The costs shall be deemed a Specific Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Rules and Regulations or Community Standards, by any legal or equitable remedy.

9.14 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

9.15 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, the Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

9.16 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than Developer, or its designees, the ACC shall issue a Certificate of Compliance to the Owner, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Article IX.

9.17 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Builders, or their nominees, including without limitation, improvements made or to be made to the Common Areas or any Lot or Residence, shall not be subject to the review of the ACC, the Association, or the provisions of the Community Standards.

9.18 Exculpation. Developer, the Association, Builders, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, the Association, Builders, the ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against Developer, the Association, Builders, or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, the Association, Builders, the ACC or their respective members, officers, or directors in connection with the provisions of this Article IX.

ARTICLE X
USE RESTRICTIONS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon Developer and upon each Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

10.1 Residential Lots. Except as specifically provided in this Declaration, no use shall be made of Lots other than for residential purposes. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Residence for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with such Owner in the Residence unless the Board provides otherwise in the Rules and Regulations. No Owner (other than Developer) may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of the Association. No day care center or facility may be operated out of a Residence.

10.2 Mining or Drilling. There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of Developer or the Association, or any assignee of Developer or the Association, in dredging lakes, ponds or other water areas, creating land areas from lakes, ponds or other water areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the installation of wells or pumps in compliance with applicable governmental requirements, or for irrigation systems for any portions of the Property.

10.3 Antennas, Aerials, Satellite Dishes and Flagpoles. No Owner shall install or permit to be installed any antenna aerial or satellite dish ("**Antenna**") on a Lot if the size of the Antenna is one meter (39.37 inches) or greater in diameter. Any Owner installing an Antenna less than one meter in diameter shall install such Antenna in a place where it is not visible from the street, giving primary consideration to installation on the rear of the house or the back yard of the Lot. Under no circumstances may an Antenna be mounted on a mast such that the mast height exceeds the top of the roof line of the house on the Lot by more than twelve (12) feet. In the event that any applicable law currently enacted or enacted in the future precludes the enforcement of this provision, this provision shall be preempted only to the minimum extent required to comply with such applicable law. The American flag, together with such other flags specified by Section 720.304(2)(a), Florida Statutes, as amended from time to time, and a flagpole for display of the American flag shall be permitted if displayed in a respectful way.

10.4 Rooftop Structures. Subject to the provisions of all applicable Florida Statutes, to the extent applicable, no discs, dishes, appliances, equipment (including air conditioning equipment), skylights, hot water flues or other rooftop installation or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any Residence without prior written approval of the ACC.

10.5 Shutters and Window and Door Coverings. No exterior windows or doors of any building or other improvements on a Lot shall be covered by any shutters (including hurricane or storm shutters), boards, or similar type window coverings; except such as may be required for protection from severe storms and only then during the actual period of any such severe storm and the period within seventy-two (72) hours before and seventy-two (72) hours after an anticipated severe tropical storm or hurricane; nor shall any such windows or doors be covered by or coated with any foil or other reflecting or mirrored materials. The foregoing restriction shall not be construed as a prohibition against decorative exterior shutters located to the side of or over window or door openings; provided the same have been approved in writing by the ACC.

10.6 Holiday and Outside Lighting. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of Residences and upon Lots in the manner permitted hereunder, commencing on November 15th and shall be removed not later than January 15th of the following year. With regard to those portions of a Lot maintained by the Association (if any), no lighting or any facilities or electrical cords related thereto or any decorations shall be permitted to be placed upon or across any grass area maintained by the Association, and the Association and its agents shall be permitted, but shall not be required, to remove any such items which serve as impediments to the mowing of the grass, and the Owner, by placement of any lighting or decorations, hereby assumes the risk that such lighting and decorations may be inadvertently damaged or destroyed. An Owner shall be permitted to place holiday lighting and decorations on and within the shrubs located in the front yard of the Lot, provided that (i) the Association shall not be required to maintain such shrubs for such period of time as the decorations, lighting and cords are contained within the shrubs, and (ii) such placement shall not otherwise interfere with the mowing of the grass on the Lot by the Association (if any).

Except for the foregoing seasonal holiday lights, and any exterior lighting initially installed by Developer or the Association, no spotlights, flood lights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Residence or upon the Common Area or any part thereof.

10.7 Landscaping. Subject to the provisions of all applicable Florida Statutes, to the extent applicable, no Owner shall construct or install improvements, landscaping, artificial vegetation, exterior sculptures, fountains, rocks, or similar items upon any portion of a Lot, nor shall any Owner alter or make additions to improvements or landscaping installed by Developer or the Association, without the prior written approval of the ACC.

10.8 Trees. Other than normal pruning necessary to maintain a tree's health and the safety of people and property, trees shall not be cut or removed without prior written approval by the ACC.

10.9 Walls and Fences. Except for walls or fences constructed by Developer or the Association, walls, fences, hedge, or similar structures, dog runs or animal pens of any kind shall not be placed or erected on the Property without prior written approval of the ACC.

10.10 Subdivision or Partition. No portion of the Property shall be subdivided except with the Board's or Developer's prior written consent.

10.11 Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard, or other loss, then, within a reasonable period of time after such incident, as determined by the Board, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or clear the damaged improvement and grass over and landscape such Lot. A destroyed improvement shall only be replaced with an improvement of a similar size, type, construction, and elevation as that destroyed unless the prior written consent of the ACC is obtained.

10.12 Insurance. Nothing shall be done or kept on the Common Area or the Property which shall increase the insurance rates of the Association without the prior written consent of the Board.

10.13 Surface Water Management System.

10.13.1 No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Prohibited construction activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. If the Surface Water Management System includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities that are consistent with the design and permit conditions approved by the District in the Permit may be conducted without specific written approval from the District.

10.13.2 No Owner may construct or maintain any building, Residence or structure of any kind, or undertake or perform any activity in the Surface Water Management System, wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit and Plat unless prior approval is received from the Board and the District.

10.13.3 No Owner shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Board and the District.

10.13.4 No Owner shall remove native vegetation that becomes established within the Surface Water Management System without prior written approval from the District and the Board. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp. Owners should address any questions regarding authorized activities within the Surface Water Management System to the District Permitting Department.

10.13.5 No Owner shall in any way deny or prevent ingress and egress by Developer, the Association, the City, the County, or the District to any drainage areas or the Surface Water Management System for

maintenance or landscape or enforcement purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of Developer, the Association, the District, the City, the County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

10.13.6 No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water Management System. No Owner shall dig, excavate, fill, dike, rip-rap, block, divert, or change the established drainage areas or the Surface Water Management System without the prior written consent of the Board and the District.

10.13.7 No sidewalk, driveway, impervious surface, paving, patio, deck, pool, air-conditioner, structure, utility shed, pole, fence, wall, irrigation system, tree, shrub, hedge, planting, landscaping plants other than grass, or other improvement shall be placed by an Owner within a drainage area, drainage easement, or the Surface Water Management System, except for landscaping of stormwater detention and retention ponds as required by governmental land development code.

10.13.8 The Association, the District, the City, the County and any applicable governmental authority shall each have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System and the enforcement of the restrictions stated in Section 10.13.

10.13.9 Developer shall convey its interest in the Surface Water Management System to the Association (excluding that portion of the Surface Water Management System located on Lots). After said conveyance, the Association shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over and responsibility for the administration, monitoring, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Surface Water Management System and all costs incurred by the Association towards the fulfillment of such responsibility shall be Common Expenses. Accordingly, each Owner, by acceptance of a deed to their Lot, shall be deemed to have agreed that Developer, the City, the County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water Management System and each Owner shall be deemed to have agreed to look solely and exclusively to the Association with respect to any such liability or responsibility.

10.13.10 To the extent available, copies of the Permit and any future Permit actions of the District shall be maintained by the Association's Registered Agent for benefit of the Association at the office of the Association. The Permit shall be owned by the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. If the Permit is issued in Developer's name, then on or before Turnover, Developer shall transfer to the Association and the Association shall accept and assume all rights and obligations of Developer under the Permit.

10.13.11 Each Owner shall use and maintain the portion of their Lot located in the Surface Water Management System or within drainage easements, if any, in compliance with the Permit, City approvals, County approvals, and all other applicable rules and regulations. Owner, at its sole expense, shall immediately correct or abate all violations of or non-compliance with the Permit, City approvals, County approvals, and all other applicable rules and regulations.

10.13.12 Each Owner, at the time of construction of a Residence, building or structure, shall comply with the construction plans for the Surface Water Management System approved by and on file with the District.

10.13.13 The Association shall exist in perpetuity. However, in the event of termination, dissolution, or final liquidation of the Association, the Surface Water Management System shall be transferred to and maintained by an entity identified in Section 12.3.1(a) – (f), Applicant's Handbook Volume I, which is deemed acceptable for ensuring operation and maintenance in compliance with the requirements of Section 373.416(2), F.A.C., and Chapter 62-330, F.A.C., and which has the powers listed in Section 12.3.4(b)1-8, Applicant's Handbook Volume I, the covenants and restrictions required in Section 12.3.4(c)1-9, Applicant's Handbook Volume I, and the ability to accept responsibility for the operation and maintenance of the Surface Water Management System under Section 12.3.4(d)1 or 2, Applicant's Handbook Volume I.

10.13.14 In the event of transfer of the Surface Water Management System to an acceptable entity as described in Section 10.13.13 hereinabove, the District shall be notified in writing, within 30 days of any sale, conveyance, or other transfer of a permitted system or facility or within 30 days of any transfer of ownership or control of the real property at which the permitted system is located, in accordance with the requirements set out under Chapter 40C-1, F.A.C. or Chapter 62-330, F.A.C, as applicable.

10.14 Pets, Livestock and Poultry. No livestock (including, without limitation, horses, ponies, cattle, goats, pigs and the like), poultry, reptiles or animals of any kind, nature or description shall be kept, bred or raised upon a Lot, except for dogs, cats, birds and other usual and customary types of household pets, which may be reasonably kept, raised and maintained upon a Lot; provided, however, that the same are not kept, raised, or maintained thereon for breeding or other business or commercial purposes, or in numbers deemed unreasonable by Developer or the Association, in the exercise of their reasonable discretion. Notwithstanding the foregoing provisions of this Section permitting dogs, cats, birds and other usual and customary types of household pets, no animals, birds or other pets may be kept, raised or maintained on a Lot under circumstances which, in the good faith judgment of Developer or the Association, shall constitute an unreasonable annoyance, nuisance or safety hazard to Owners and their respective guests and invitees, or an unreasonable interference with the comfortable and quiet use, occupancy and enjoyment of other Lots or Common Area. In furtherance of the foregoing, no household pet shall be permitted to make an unreasonable amount of noise, disturb the peace or otherwise become an annoyance or nuisance. No animals shall be allowed outside a Lot except on a leash. All owners of animals are responsible for timely clean-up of animal waste and the Board may elect to promulgate rules and regulations to enforce the same.

10.15 Signs. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Community that is visible from the outside of a Lot or vehicle parked within the Community, except as follows: (a) one commercially/professionally produced "for rent", "for sale", or open house sign, not to exceed 18" x 24" in size; (b) political signs (defined as any sign supporting or opposing a political candidate, political party, or a ballot measure), not to exceed 24" x 24" in size, provided that the sign is displayed no sooner than ninety (90) days prior to the election and is removed within ten (10) days after the election. No more than one (1) sign per candidate, party or ballot measure may be displayed on a Lot; (c) one security sign of a reasonable size as determined by the Board; and (d) signs required by governmental agencies (e.g. permit boards). Signs permitted under this Section must be displayed on a Lot and not Common Area. No sign may be placed in the window of a Lot or vehicle parked within the Community. The following content is prohibited on any flag, sign, notice or other lettering exhibited, displayed, inscribed, painted or affixed in or upon any part of the Community that is visible from the outside of a Lot or vehicle parked within the Community, as determined by the Board's sole discretion: hate speech, obscenity, speech threatening or inciting imminent lawless action or illegal conduct, pornography, and as otherwise restricted by law.

10.15.1 All Owners and residents grant to Developer and thereafter to the Board the right to promulgate or adopt additional rules and regulations regarding flags and signs from time to time. All flags and signs shall comply with regulations that may be promulgated or adopted by Developer or Board from time to time.

10.15.2 Developer specifically reserves the right for itself, its successors, nominees, assigns and affiliates, and the Association to place and maintain flags and signs in connection with construction, marketing, sales and leasing of Lots, as well as identifying or informational signs or flags anywhere in the Community.

10.15.3 All Owners and residents grant to Developer and thereafter to the Board the right to remove all flags, flag mounting devices (including flagpoles), and signs not in compliance with these restrictions and in doing so shall not be subject to any liability or criminal action for trespass, destruction of property, or other tort in connection therewith or arising from such removal. The Board may impose a fine against any Owner or Occupant (as defined below) after decision that the violation of these Sections has occurred and suspension of the right to vote and to use any facilities within the Common Area after notice and opportunity for a hearing, in addition to any other remedies of the Association. Any fine imposed pursuant to these Section shall be deemed an assessment against the Lot and may be collected in the same manner as provided herein for collection of assessments.

10.16 Mailboxes. All Lots shall utilize the common mail kiosk shown on the Plat, and no mailboxes shall be located on a Lot.

10.17 Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be placed inside the garage portion of each Residence or in landscaped areas so that they are not visible from any adjoining Lot or any Street. Trash containers may be brought to the curb after 8:00 p.m., on the evening prior to a garbage collection day designated by the agency responsible for collecting garbage and trash for the Property. Trash containers must be removed from the curb within twelve (12) hours of garbage pick-up. Other than one (1) portable propane tank for use with an outdoor barbeque grill, no oil tanks or bottled gas tanks shall be allowed on any Lot without the express written consent of the ACC and such tanks shall be located so they cannot be seen from other Lots, Common Area or Streets. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. There shall be no burning of trash or other waste material. Trash or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

10.18 Garbage Collection Service. Developer until Turnover and thereafter the Association may coordinate and establish exclusive agreements with one or more garbage collection service companies for the provision of garbage collection services to the Association and all Lots. If such agreement is established, Developer may deem the fees for the garbage collection service payable to the service company to be a Common Expense payable by the Association, and Developer shall include the fees within the annual budget for which the Assessments are levied each year, or Developer may direct a garbage collection service company to bill the fees for the garbage collection services directly to Owners. If Developer determines the fees for the garbage collection service shall be a Common Expense, no Owner may avoid or escape liability for any portion of the Assessments by electing not to utilize the garbage collection service.

10.19 Vehicles and Recreational Equipment. No Truck or Commercial Vehicle (each as defined below), limousine, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage. For the purposes of this rule the following definitions shall apply:

10.19.1 "**Truck**" means a vehicle with any sort of weight capacity (except pick-up trucks, vans or sport utility vehicles with a cargo capacity of one ton or less) which has a compartment or bed for carrying cargo, as opposed to passengers, regardless if such vehicle has a cover or topper for the cargo-carrying area.

10.19.2 "**Commercial Vehicle**" means any vehicle (except pick-up trucks, vans or sport utility vehicles with a cargo capacity of one ton or less) which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use. The term commercial vehicle shall not be deemed to include law enforcement vehicles.

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, or to any vehicles used by Developer or Builders in connection with construction, improvement, installation or repair.

Owners shall park their vehicles within the garage portion or driveway of Owner's Residence and Lot. All parking within the Property shall be in accordance with the Rules and Regulations adopted from time to time by the Board. Each Owner is specifically cautioned that they and the occupants of their Residence (collectively, "**Occupants**") may be limited or restricted as to the number of vehicles they may park or store on the Property. Any vehicle parked in violation of this Section is subject to being towed away at the owner's expense without further warning.

10.20 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Residence irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "**vehicle**" shall also mean campers, mobile homes, trailers, or other similar recreational equipment. By accepting title to a Residence, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot, Common Areas, or other areas of the Property that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.

10.21 Garages. Garage doors shall be closed except when reasonably necessary for use of the garage and shall not be permanently enclosed or screened. No garage may be converted for use as living space, office or for any purpose other than as a garage.

10.22 Garage Sales or Yard Sales. No "Garage Sales" or "Yard Sales" or similar sales, by whatever name given or ascribed to the same, shall be conducted or permitted on or within the Lots without prior written approval by the ACC.

10.23 Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property for longer than a six (6) hour period except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed at the expense of the Lot Owner.

10.24 Prohibited Structures. No structure of a temporary character including, but not limited to, trailers, tents, shacks, sheds, barns, tree-houses, garages, tool sheds, guest quarters, carports, storage buildings or other outbuildings shall be placed or erected on any Lot without prior written approval of the ACC.

10.25 Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this Section shall be decided by the Board, whose decision shall be final.

10.26 Window Treatment. No reflective foil, sheets, newspapers or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a Residence shall have a white, beige or similar light coloring. No security bar system may be installed on any window or door of any Residence.

10.27 Air Conditioners. Wall or window air conditioning units or heating units are not permitted.

10.28 Games and Play Structures. All game and play structures, including tree houses and other play structures shall not be permitted on a Lot unless such structures are stored inside the home's garage when not in use and all play shall occur on the Lot surface and not within or upon any roadway surface. All bicycles, toys and other outdoor recreational equipment must be taken inside the Residence at night within one (1) hour after sunset.

10.29 Swimming Pools. No swimming pool shall be constructed on any Lot.

10.30 Common Area. Other than improvements and landscaping constructed or installed by Developer, no improvements or landscaping shall be constructed or installed upon any portion of the Common Area nor shall any alterations or additions be made to said improvements or landscaping without the approval of the ACC. The following shall apply to the Common Area:

10.30.1 No activities constituting a nuisance shall be conducted upon the Common Area.

10.30.2 No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon the Common Area.

10.30.3 The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members.

10.30.4 Nothing shall be stored, constructed within or removed from the Common Area other than by Developer or the Association, except with the prior written approval of the Board.

10.31 Other Restrictions Established by the Board. The Board shall have the authority from time to time to include other restrictions in the Rules as it shall deem appropriate. Said restrictions shall be governed in accordance with the residential planning criteria promulgated by the Board. However, once the Board promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Board modifies, changes or promulgates new restrictions or the Board modifies or changes restrictions set forth by the Board.

10.32 No Implied Waiver. The failure of the Association or Developer to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents shall in no event be deemed a waiver by Developer or the Association, or any other Person having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Declaration.

10.33 Imposition of Fines for Violations. To the maximum extent lawful, the Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes, as amended from time to time, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration.

10.33.1 A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing, subject to the following:

- The 1st letter will be a warning with notice that a $50.00 fine will be assessed to an Owner, tenant, guest or invitee's account if not resolved within the stated number of days.
- The 2nd letter will be a $50.00 fine assessed to an Owner, tenant, guest or invitee's account with a notice that the next letter will come from the Association's attorney.
- The next letter will come from the Association's attorney and all associated legal fees will be assessed to such Owner, tenant, guest or invitee's account.

10.33.2 In the event an Owner, tenant, guest or invitee objects to the Board's levying of a fine or suspension in a writing to the Board or the Association's attorney, any subsequent fine or suspension may not be imposed without notice of at least fourteen (14) days to the Person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

10.33.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee approving or rejecting the fine levied by the Board shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

10.33.4 The Board may impose a fine against the Owner, tenant, guest or invitee in the amount of $50.00 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board may fine an Owner, tenant, guest or invitee. Fines shall be due and payable not later than five (5) days after notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board. Any fine of One Thousand Dollars ($1,000.00) or more shall constitute a lien against the applicable Lot, and a fine may further be foreclosed to the extent otherwise permitted under Florida law.

10.34 Compliance with Documents. Each Owner and their family members, guests, invitees, lessees and their family members, guests, and invitees; and their or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal

property rendered necessary by their act, neglect or carelessness, or by that of any other of the foregoing parties which shall be assessed against the Owner's Lot as a Specific Assessment which shall be due and payable as determined by the Board. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

10.35 Property Maintenance. Each Lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in such a manner, the Owner shall be notified and given seven (7) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot, which lien shall become effective upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

10.36 Sales, Marketing and Promotional Activities. Notwithstanding anything to the contrary set forth in this Article or elsewhere in this Declaration, Developer, its affiliates, successors, nominees and assigns, and Builders may use any portion of the Property, including Lots (other than Lots owned by others), for sales, marketing and promotional activities and related or supportive administrative activities pertaining to and/or in connection with the sale and/or resale of Lots or Residences constructed by Developer, its affiliates, successors, nominees, assigns, or Builders, in their sole and absolute discretion, including without limitation, the construction, maintenance and operation of a sales and administrative center and one (1) or more model homes on Lots. The location of such sales and administrative center within the Property may be changed from time to time by Developer, its affiliates, successors, nominees or assigns, or Builders, in their sole and absolute discretion. It is expressly provided, however, that the location and operation of such sales and administrative center on Lots shall be subject to such approvals of the City and/or County as may be required for the same.

10.37 Association Waiver. In the event that a violation of any of these restrictions shall occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board shall have the right and authority to waive such violation.

ARTICLE XI
INSURANCE

11.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain homeowner's insurance on that Owner's Residence. All Residences shall be insured in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against:

11.1.1 Loss or damage to the Lot and Residence by fire and other hazards covered by a standard extended coverage endorsement;

11.1.2 Any and all risks of loss to the Lot and Residence, the contents thereof, or the personal liability related thereto; and

11.1.3 Such other risks as from time to time shall be customarily covered with respect to personal residences similar in construction, location and use as the Residences, including but not limited to sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, water damage and windstorm.

Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on that Owner's Residence which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with their obligations hereunder.

11.2 Requirement to Reconstruct. In the event that any Residence is damaged or destroyed by fire or other casualty, the Owner of such Residence shall commence reconstruction and/or repair of the Residence (the "**Required Repair**") in conformance with the original plans and specifications of the Residence or such other plans and specifications as may be approved by the ACC. Such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Residence, or within one hundred twenty (120) days of the loss, whichever is earlier. Such repair and/or reconstruction must be completed in a continuous, diligent and timely manner. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have the right to bring an action against Owner who fails to comply with the foregoing requirements. Each Owner acknowledges that the issuance of a building permit in no way shall be deemed to satisfy the requirements set forth in this Section, which are independent of and in addition to any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

11.3 Additional Rights of the Association. If an Owner fails or refuses, for any reason, to perform the Required Repair as herein provided, then the Association, in its sole and absolute discretion, and through the Board, is hereby authorized by such Owner to perform the Required Repairs or remove the Residence in the case of a destroyed Residence. All Required Repairs performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Residence or such other plans and specifications as may be approved by the ACC. The Board may levy a Specific Assessment against the Owner in whatever amount sufficient to adequately pay for the Required Repairs performed by the Association.

11.4 Association Has No Liability. Notwithstanding anything herein to the contrary, the Association, its officers and Board, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage for that Owner's Residence. Further, the Association, its officers and Board, shall not be liable to any Person if the Association does not enforce the rights given to the Association in this Section.

ARTICLE XII
SHORT TERM RENTALS

12.1 Leasing & Rentals. Owners shall be allowed to lease their Residences, provided that any such lease shall require the tenant thereunder to comply with the terms and conditions of the Governing Documents, and provided that such lease and tenancy is otherwise in compliance with any reasonable rules and regulations promulgated by the Board; provided, however, no Owner shall be subject to any rules and/or regulations that expressly (i) impedes, affects, restricts, prohibits and/or limits the leasing of any Residence by an Owner, (ii) conditions the leasing of any Residence by an Owner to the prior approval and/or consent of any third-party (including, without limitation, any third-party board and/or committee established by the Association or otherwise), and/or (iii) conditions the leasing of any Residence by an Owner to an application process, or similar process(es), that otherwise renders the leasing of a Residence more difficult and/or more costly. No subleasing or assignment of lease rights is allowed. No individual rooms may be rented, and no transient tenants may be accommodated.

12.2 Time-Share Prohibition. No time sharing plan as the term is defined in Chapter 721, Florida Statutes, as amended, or any similar plan of fragmented or interval ownership of Residences shall be permitted on the Property, and no attempt to create same by lease or otherwise shall be allowed.

12.3 Amendment. This Article XII shall not be amended without the prior written consent of Developer, unless Developer and any of its affiliates no longer own any land which is subject to this Declaration or subject to annexation to the Declaration. For the benefit of clarity, this Section 12.3 shall be deemed to apply even after Turnover.

ARTICLE XIII
ENFORCEMENT OF NON-MONETARY DEFAULTS

13.1 Non-Monetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the Member or Owner fails to commence, within said seven (7) day period, and, using their best efforts, diligently proceed to completely cure the violation, the Association may, at its option:

13.1.1 Fine. Impose a fine as set forth in Section 10.33; and/or;

13.1.2 Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or;

13.1.3 Damages. Commence an action to recover damages; and/or;

13.1.4 Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Board.

13.2 Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Specific Assessment assessed against the applicable Owner, and shall be due upon written demand by the Association.

13.3 Late Fees. Any amount due to Developer or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five and 00/100 Dollars ($25.00) and interest at the greater of eighteen percent (18%) per annum or the highest interest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot, or both.

13.4 No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant or condition in the future.

13.5 Rights Cumulative. All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the

exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

13.6 Enforcement By or Against the Persons. In addition to the foregoing, this Declaration may be enforced by Developer, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and disbursements through the appellate level.

13.7 Certificate as to Default. Upon request by any Owner or mortgagee holding a mortgage encumbering any Lot, and for a reasonable charge, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE XIV
INDEMNIFICATION

14.1 Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that they are or were a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which they reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that they had no reasonable cause to believe that their conduct was unlawful.

To the extent that a director, officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under the provisions of this Article.

ARTICLE XV
AMENDMENTS

15.1 Amendment by the Association. This Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than a majority of the total votes of the Association. Any amendment of this Declaration shall be recorded in the public records of the County. Notwithstanding anything herein to the contrary, as long as the Class B Membership exists any amendment to this Declaration must first be approved in writing by Developer.

15.2 Amendment to Comply with Governmental Authority. Developer, prior to Turnover, or the Board, after Turnover, specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of the Department of Housing and Urban Development, Veteran's Administration, the District, Federal National Mortgage Association, the City, the County, or any other governmental agency.

ANY AMENDMENT TO THIS DECLARATION AFFECTING THE SURFACE WATER MANAGEMENT SYSTEM OR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL HAVE THE PRIOR WRITTEN APPROVAL OF THE DISTRICT.

15.3 Amendment by Developer. Except as prohibited by law or as otherwise set forth in this Declaration, prior to Turnover, Developer shall have the right to amend this Declaration as it deems appropriate without the joinder or consent of any Person.

15.4 Amendment to Make Non-Material Changes, Correct Scrivener's Errors and Clarify Ambiguities. Developer specifically reserves the right to amend this Declaration, without the consent or joinder of any party, to correct scrivener's errors, to clarify ambiguities determined to exist herein and to make other non-material amendments which Developer believes are in the best interest of the Owners.

15.5 Limitation on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of Developer and the Association to change, amend or modify the terms and provisions of and the covenants, conditions, restrictions, easements and reservations set forth in this Declaration shall at all times be subject to the following limitations and restrictions, to wit:

15.5.1 To the extent that particular rights or interests are expressly conferred upon or granted to the City, the County or other governmental authority pursuant to this Declaration, the particular terms and provisions of this Declaration pursuant to which any such rights and interests are conferred upon and granted to the County or other governmental authority shall not be changed, amended or modified without the prior written consent and joinder of the City, the County or other governmental authority, as applicable.

15.5.2 This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to Developer, the Association, the County, the District, other governmental authority or utility company, respectively, without the prior written approval of Developer, the Association, the City, County, the District or utility company, as the case may be, and any attempt to do so shall be void and of no force and effect.

15.5.3 No amendment to this Declaration shall be approved which conflicts with any land use approval or permits granted by the City, the County or which conflicts with the code of ordinances and/or land development regulations of the City and/or the County.

15.5.4 No amendment to this Declaration may remove, revoke or modify any right or privilege of Developer without the prior express written consent of Developer.

ARTICLE XVI
GENERAL PROVISIONS

16.1 Assignment of Rights and Duties to the Association. Developer may at any time assign and delegate to the Association all or any portion of Developer's rights, title, interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a homeowners' association in order to effectuate the intent of Developer for the proper development, operation and management of the Property. Wherever herein Developer or the Association or both are given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by Developer or the Association until such time as Developer or any successor developer is divested of its interest in any portion of the Property or has terminated its interest in the Property, or Developer has assigned its rights, duties, and obligations hereunder to the Association. Thereafter, all rights, duties and obligations of Developer shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

16.2 Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

16.3 Enforcement. Developer, the Association, the District or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association, the District or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16.4 Enforcement by the District. The District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against any Owner or the Association to compel such Owner or the Association, as applicable, to correct any outstanding problems with the Surface Water Management System.

16.5 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

16.6 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless termination of the provisions of this Declaration is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than a majority of the total votes of the Association. Any termination of this Declaration shall be recorded in the public records of the County. Unless this Declaration is terminated as provided above, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

16.7 Communication. All communication from Owners to Developer, its successors or assigns, the Board, or any officer of the Association shall be in writing.

16.8 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing.

16.9 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Articles shall take precedence over the Bylaws.

16.10 Usage. Whenever used herein the singular number shall include the plural, and plural shall include the singular, and the use of any gender shall include all genders.

16.11 Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in the County.

16.12 Security. Developer and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make them safer than they otherwise might be. Neither Developer nor the Association shall in any way be considered insurers or guarantors of security within the Property, nor shall Developer or the Association be held liable for any loss or damage by reason of failure to provide adequate security or of any effectiveness of security measures undertaken.

16.13 Dissolution. The Association may be dissolved upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of Members holding not less than a majority of the total votes of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency or to any non-profit corporation, association, or other organization to be used for purposes similar to those for which this Association was created. However, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume 1, Section 12.3, and approved in writing by the District prior to such termination, dissolution or liquidation.

NEITHER THE ASSOCIATION NOR DEVELOPER, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, HOWEVER, AND NEITHER THE ASSOCIATION NOR DEVELOPER, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND DEVELOPER DO NOT REPRESENT OR WARRANT THAT (A) ANY FIRE PROTECTION SYSTEM, ELECTRONIC MONITORING SYSTEM, GATEHOUSE OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER OR THE ARCHITECTURE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, (B) THAT ANY FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSE OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, OR (C) THAT FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSE OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, AND DEVELOPER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, AND DEVELOPER, HAVE MADE NO

REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

AMH DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Name: Helen Cho
Its: Vice President – Real Estate Transactions

_____
Print: Svetlana Radeva
Address: 23975 Park Sorrento, Suite 300
Calabasas, CA 91302

_____
Print: Christopher Wiecek
Address: 23975 Park Sorrento, Suite 300
Calabasas, CA 91302

STATE OF California
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 15th day of October, 2024, by Helen Cho as the Vice President – Real Estate Transactions of AMH DEVELOPMENT, LLC, a Delaware limited liability company, on behalf of the limited liability company. She [X] is personally known to me or [ ] has provided California State Drivers License as identification.

_____
NOTARY PUBLIC

(seal)

KARI HARE
Notary Public - California
Ventura County
Commission # 2415774
My Comm. Expires Sep 14, 2026

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A parcel of land being a portions of Bidwell Heights, Block D recorded in Plat Book 4, Page 132 and IDA-K Subdivision recorded in Plat Book 10, Page 57, and vacated Right-of-Ways recorded in Official Records Book 1183, Page 1593, Official Records Book 1132, Page 243, Official Records Book 1128, Page 1269 and Official Records Book 141, Page 105 all of the Public Records of Manatee County, Florida, together with other lands all lying and being in Section 34, Township 34 South, Range 17 East, Manatee County, Florida; being more particularly described as follows:

Commence at the Northwest Corner of LOT 36, MAMIE - G SUBDIVISION, according to the Plat thereof recorded in Plat Book 16, Page 12 of the Public Records of Manatee County, Florida; thence N.00°53'54"E., 12.50 feet to the North line of the South half of right of way vacated in Official Records Book 1132, Page 243, of the aforementioned Public Records, as monumented, also being a point on the Easterly right of way of 31st Street West for a POINT OF BEGINNING; thence continue along said Easterly right of way N.00°53'54"E., 631.57 feet to the Northwest corner of Lot 17, of the aforementioned IDA-K SUBDIVISION, also being a point on the Southerly right of way line of 19th Avenue West; thence along said Southerly right of way, S.88°56'02"E., 684.06 feet to the Northeast corner of the aforementioned BLOCK D, BIDWELL HEIGHTS SUBDIVISION, also being a point on the Westerly right of way of 29th Street West; thence along said Westerly right of way, also being the East boundary of said BLOCK D and it's Southerly extension, S.00°59'55"W., 631.37 feet to the aforementioned North line of the South half of right of way vacated in Official Records Book 1132, Page 243 as monumented; thence along said North line; the following two (2) courses: (1) N.88°50'17"W., 307.63 feet; (2) N.89°02'35"W., 375.32 feet to the POINT OF BEGINNING.

EXHIBIT B

ARTICLES OF INCORPORATION

[See attached]

(((H24000345778 3)))

ARTICLES OF INCORPORATION
OF
GOLDEN MEADOWS HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, a resident of Florida and of full age, for the purpose of forming a corporation not for profit does hereby certify:

ARTICLE I
NAME OF CORPORATION

The name of the corporation shall be Golden Meadows Homeowners Association, Inc. (the "**Association**").

ARTICLE II
PRINCIPAL OFFICE

The principal office of the Association is located at **280 Pilot Road, Las Vegas, NV 89119**.

ARTICLE III
INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be located at **1200 South Pine Island Road, Plantation, Florida 33324**, and the initial registered agent of the Association shall be **CT Corporation System**. The Association may change its registered agent or the location of its registered office, or both, from time to time, with amendment of these Articles of Incorporation.

ARTICLE IV
PURPOSE OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is organized and for which it is to be operated are to provide for maintenance, preservation, and care of the property of the Association, and to provide architectural control of the residences, Lots and common area within that certain tract of property (the "**Property**") described in the Declaration of Covenants, Conditions and Restrictions of Golden Meadows, recorded or to be recorded in the Office of the Clerk of the Circuit Court, Manatee County, Florida (the "**Declaration**") and as the same may be amended from time to time as therein provided, and to promote the health and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes. All capitalized terms used herein that are not defined shall have the meaning set forth for such terms in the Declaration.

ARTICLE V
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of not less than three (3) directors nor more than five (5), who need not be members of the Association (the "**Board**"). The manner in which the directors are elected or appointed is as stated in the bylaws of the Association (the "**Bylaws**"). The initial number of directors shall be three (3) and may be changed by amendment of the Bylaws. The names and addresses of the persons who are to act in the capacity of directors until the election of their successors are:

Todd Jones	**280 Pilot Road** **Las Vegas NV 89119**
Brad Edwards	**280 Pilot Road** **Las Vegas NV 89119**
Ben Pisarev	**280 Pilot Road** **Las Vegas NV 89119**

ARTICLE VI
POWERS OF THE ASSOCIATION

The Association shall have all the powers, rights and privileges which a not-for-profit corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have or exercise.

In addition to the powers set forth above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

1. To perform all the duties and obligations of Association set forth in the Declaration and Bylaws, as herein provided.

2. To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and the Property.

3. To operate, maintain and manage the Common Area and Surface Water Management System for the Property in a manner consistent with the requirements of (i) the Southwest Florida Water Management District (the "**District**") Permit(s) and applicable District rules, and (ii) the United States Army Corps of Engineers Permit(s), and shall assist in the enforcement of the covenants and restrictions in the Declaration which relate to the Surface Water Management System.

4. To require all owners of residential Lots within the Property to be members of the Association.

5. To levy and collect adequate Assessments against members of the Association for the costs of maintenance and operation of the Surface Water Management System.

6. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws.

7. To pay all operating costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Property.

8. To own, acquire (by gift, purchase or otherwise), annex, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property in connection with the functions of Association, except as limited by the Declaration.

9. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

10. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the Association's property, to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

11. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

12. To establish, adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, the Property as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

13. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise, and to take any other action necessary for the purposes for which the Association is organized.

14. To employ personnel and retain independent contractors to contract for management of the Association and the Property as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.

15. To contract for services to be provided to, or for the benefit of, the Association, members of the Association, and the Property as provided in the Declaration such as, but not limited to, telecommunication services, maintenance, garbage pick-up, and utility services.

16. To establish committees and delegate certain of its functions to those committees.

17. To sue and be sued in the name of the Association.

ARTICLE VII
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to the Declaration, including contract sellers, shall be a member of the Association with the voting rights described herein. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment by the Association.

ARTICLE VIII
VOTING RIGHTS

The Association shall have two classes of voting membership with the relative rights and preferences as follows:

Class A: "**Class A Members**" shall be all owners of any Lot shown upon any recorded plat of the Property (the "**Lot**" or "**Lots**"), excluding Developer (as defined in the Declaration). Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, each such person shall be members, however, the vote for such Lot shall be exercised as they collectively determine, and in no event shall more than one vote be cast with respect to such a Lot.

Class B: The "**Class B Member**" shall be the Developer, who shall be entitled to the total number of votes of all Class A Members from time to time plus one (1) vote; provided, however, that the Class B membership shall cease and convert to Class A membership on the happening of any of the following events, whichever shall first occur:

1. Three (3) months after ninety percent (90%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Class A Members; or

2. Developer, in its sole and absolute discretion, elects to terminate its Class B membership by written notice of such election delivered to the Association (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Notwithstanding that there shall be two (2) classes of voting membership in the Association, voting shall be based upon the votes cast by the membership as a whole; not on votes cast by or within each class of voting membership.

ARTICLE IX
DISSOLUTION

The Association may be dissolved upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of members holding not less than a majority of the total votes of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency or to any non-profit corporation, association, or other organization to be used for purposes similar to those for which this Association was created.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume 1, Section 12.3, and approved in writing by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE X
COMMENCEMENT AND DURATION OF CORPORATE EXISTENCE

The Association shall commence corporate existence on the date of filing of these Articles of Incorporation with the Florida Secretary of State. The Association shall exist in perpetuity.

ARTICLE XI
AMENDMENTS

The Association shall have the right to amend these Articles of Incorporation at any time upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of members holding not less than a majority of the total votes of the Association. No amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the Board at the first meeting of directors, and may be altered, amended or rescinded thereafter in the manner provided in the Bylaws.

ARTICLE XIII
INDEMNIFICATION

In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, offices, employees, and agents, and former directors, officers, employees, and agents from and against all liabilities and obligations, including attorneys' fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees, and agents in their capacity as such except for willful misconduct or gross negligence.

ARTICLE XIV
INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is:

Robert H. Gidel, Jr. — **100 S. Ashley Drive, Suite 2000, Tampa, FL 33602**

(Remainder of page intentionally left blank. Certification and Acknowledgement follow.)

(((H24000345778 3)))

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 16th day of October, 2024.

Incorporator:



Robert H. Gidel, Jr.

(((H24000345778 3)))

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE SERVICE OF PROCESS WITHIN FLORIDA AND REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

Golden Meadows Homeowners Association, Inc., desiring to organize as a corporation under the laws of the State of Florida with its registered office and principal place of business at **280 Pilot Road, Las Vegas, NV 89119**, has named and designated **CT Corporation System** as its Registered Agent to accept service of process within the State of Florida.

ACKNOWLEDGEMENT

Having been named to accept service of process for **Golden Meadows Homeowners Association, Inc.,** at the place designated in this Certificate, I am familiar with the duties and obligations of a Registered Agent under Florida Law and I hereby agree to act in this capacity and to comply with the provisions of all statutes relating to the proper and complete performance of my duties.

Dated this 16th day of October, 2024.

CT Corporation System

By: John Flynn

Print Name: John Flynn

Its: Assistant Secretary

EXHIBIT C

BYLAWS

[See attached]

BYLAWS
OF
GOLDEN MEADOWS HOMEOWNERS ASSOCIATION, INC.

NAME AND LOCATION

The name of the corporation is **Golden Meadows Homeowners Association, Inc.** The principal office of the Association shall be located at **280 Pilot Road, Suite 200, Las Vegas NV 89119**, but meetings of members or directors may be held at such places within Florida designated by the Board.

DEFINITIONS

Unless otherwise indicated to the contrary, all capitalized terms used herein without definition shall have the meaning given such term in the Declaration of Covenants, Conditions and Restrictions of Golden Meadows (the "**Declaration**") or the Articles of Incorporation of Golden Meadows Homeowners Association, Inc. ("**Articles**"). For ease of reference, Golden Meadows Homeowners Association, Inc., shall hereinafter be referred to as the "**Association**".

MEMBERS

1. Qualifications. The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles.

2. Member Roster. The Secretary of the Association shall maintain a roster in the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of any change of address of the Member or any change of ownership of the Member's Lot. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

MEETING OF MEMBERS

1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held annually. The Board shall determine the date, time and place to hold the annual meeting.

2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of one-fourth (1/4) of the Class A Members who are entitled to vote.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing, delivering or electronically transmitting a copy of such notice at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4. Attendance at Meetings. Any person entitled to cast the vote of a Member, and in the event a Lot is owned by more than one (1) person, all co-Owners of such Lot, may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members as set forth above may be excluded from any meeting of the Members by the presiding officer of such meeting.

5. Organization. At each meeting of the Members, the President, or in the President's absence, the Vice President, or their designee, shall act as Chairman of the Meeting. The Secretary or, in the Secretary's absence, any person appointed by the Chairman of the Meeting shall act as Secretary of the meeting.

6. Minutes. The Association shall maintain minutes of each meeting of the Members and the Board in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

7. Quorum. At meetings of Members, the presence of Members, in person or by proxy, entitled to cast one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the time, date, and place that the meeting will be reconvened, provided that a quorum is obtained.

8. Proxies. At all meetings of Members, each Member may vote in person or by proxy duly appointed in writing which bears a date not more than ninety (90) days prior to such meeting. All proxies shall be in writing, shall comply with the requirements of Chapter 720, Florida Statutes, as amended from time to time and shall be filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of their Lot.

9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the meetings of Members when not in conflict with the Governing Documents.

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

1. Number. The affairs of this Association shall be managed by a board of a minimum of three (3) and a maximum of five (5) directors as determined by the Members from time to time. The number of directors shall always consist of an odd number.

2. Term of Office. At the annual meetings of the Members, the Members, when entitled, shall elect directors for a term of one (1) year or until the next annual meeting of the Members whichever is later. The term of each director's services shall extend until the next annual Members meeting and until their successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

3. Removal. Any director may be removed from the Board, with or without cause, by the vote or agreement in writing of a majority of the Members of the Association. In the event of death, resignation or removal of a director, their successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of their predecessor.

4. Compensation. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

5. Nomination. Nomination for election to the Board shall be made from the floor at the annual meeting unless the Board establishes a nomination process or committee as set forth in Section 720.306(9), Florida Statutes, as amended from time to time.

6. Election. Election to the Board shall be by written ballot (unless dispensed with by majority consent of the Lots represented at the meeting). At the election Members may cast, in respect to each position to be filled on the

Board, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

7. Members' Right to Elect Director. Members other than Developer are entitled to elect at least one (1) member of the Board if fifty percent (50%) of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed to Members other than the Developer. Directors elected by the Members pursuant to this Section shall be Class A Members of the Association

8. Developer's Right to Elect Director. Developer shall, without regard to the number of votes allocated to Developer, be entitled to appoint one (1) member of the Board as long as Developer holds, for the sale in the ordinary course of business, at least five percent (5%) of the Lots in all phases of the Community that will ultimately be operated by the Association. Nothing contained in the foregoing, however, is intended nor shall be deemed to create any obligation upon the Developer to exercise such right to elect such one (1) director. Any directors appointed or elected by the Developer need not be Members of the Association and need not be residents of the State of Florida.

9. Certification of Directors. Within ninety (90) days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Association that he or she has read the Declaration, the Articles of Incorporation, these Bylaws and any other written rules and policies of the Association; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by an education provider approved by the Division of Florida Condominiums, Timeshares and Mobile Homes in the Department of Business and Professional Regulation or any successor governmental agency, division, or department of the State of Florida, within one (1) year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's appointment or election. However, the Association's failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

MEETINGS OF DIRECTORS

1. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Meetings of the directors shall be open to all Members and notices of such meetings shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance of a meeting, except in an emergency. Notice of any meeting in which Assessments against Lots are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

2. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

3. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.

4. Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by the Members or the directors, at any reasonable time.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers. The Board shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof.

B. Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations.

C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents.

D. Employ a manager, an independent contractor, and such other employees as they deem necessary, and to prescribe their duties.

E. Appoint by resolution, committees as from time to time may be deemed necessary which may exercise such powers, duties and functions as may be determined by the Board, which may include any powers which may be exercised by the Board.

F. Maintain or cause to be maintained all official records of the Association.

2. Duties. It shall be the duty of the Board to:

A. Cause to be kept minutes of all meetings of the Members and Board.

B. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

C. Fix the amount of the Annual Assessment against each Lot.

D. Send written notice of each Assessment to every Owner in advance of each Annual Assessment period.

E. Foreclose the lien against any property for which Assessments are not paid or to bring an action at law against the owner personally obligated to pay the same.

F. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

G. Procure and maintain adequate liability and hazard insurance on property owned by the Association.

H. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

I. Cause the Common Area to be maintained.

J. Supervise and ensure the making of necessary repairs, additions and improvements to, or alterations of the Property.

K. Maintain bank accounts on behalf of the Association and designate signatories required therefor.

L. Enter into and upon any portion of the Property, including any Lot(s), when necessary to maintain, care and preserve any real or personal property in the event the respective Owner fails to do so.

M. Perform all duties and obligations of the Association as set forth in the Governing Documents and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

OFFICERS AND THEIR DUTIES

1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any Officer may be removed from office, with or without cause, by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time as specified, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special appointments created pursuant to Section 4 of this Article.

8. Duties. The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

B. Vice-President. The Vice-President shall act in the place and stead of the President in the event of their absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep

appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures and deliver a copy of each to each of the Members.

INDEMNIFICATION

The directors and officers of the Association shall be indemnified by the Association to the fullest extent now or hereinafter permitted by law and shall not be personally liable for any act, debt, liability or other obligation of the Association. Similarly, Members are not personally liable for any act, debt, liability or obligation of the Association. A Member may become liable to the Association for dues, Assessments or fee as provided by law.

COMMITTEES

The Board may appoint a committee or committees as deemed appropriate in carrying out its purpose.

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times be subject to inspection by any Member. The Declaration, Articles, Bylaws and Rules and Regulations of the Association shall be available for inspection by any Member, where copies may be purchased at a reasonable cost.

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Golden Meadows Homeowners Association, Inc., and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of the Members in attendance at a duly called meeting at which a quorum is present or by a vote of at least two-thirds of the Board in attendance at a duly called meeting at which a quorum is present. Notwithstanding the foregoing, the Developer specifically reserves the right to amend these Bylaws in order to comply with the requirements of the Southwest Florida Water Management District or any other governmental agency.

MISCELLANEOUS

1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

2. Partial Invalidity. If any of the provisions of these Bylaws shall be or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

3. Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, Bylaws and the Rules and Regulations of the Association shall govern, in that order.

4. Captions. Captions are utilized only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provision.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Golden Meadows Homeowners Association, Inc., a Florida corporation not for profit; and

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by consent of the Board.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 16th day of October, 2024.

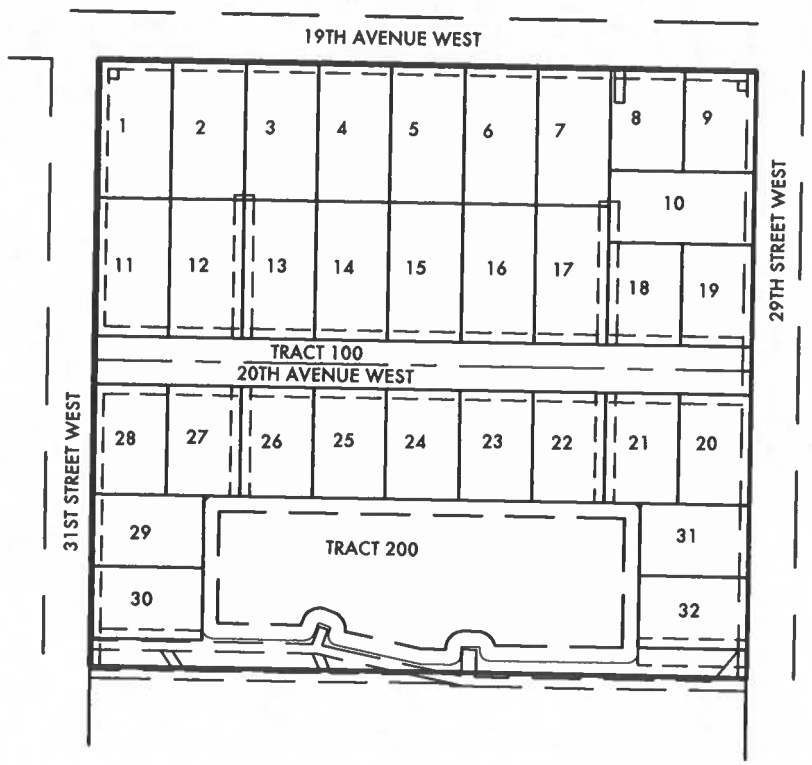
DocuSigned by:
Benjamin Pisarev
3F5EBA666CB449D...
Ben Pisarev, Secretary

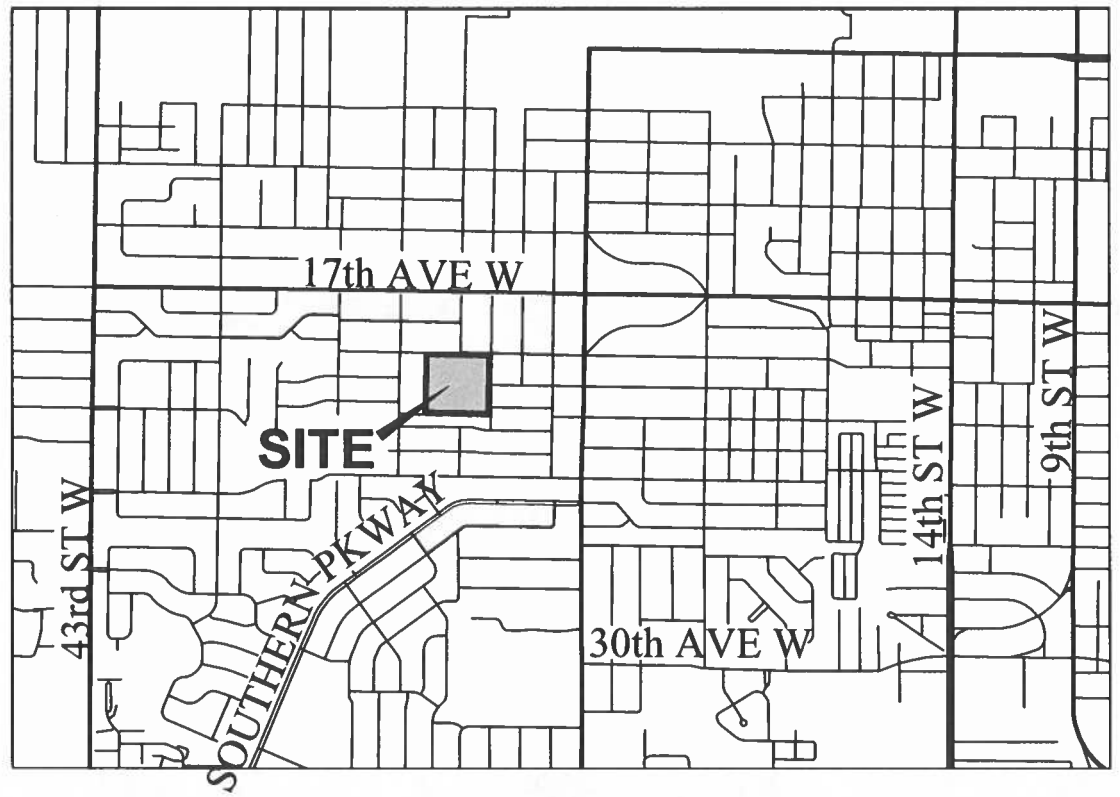
200 SCALE MAP

GOLDEN MEADOWS (f.k.a. JORDAN CREEK WEST)

A SUBDIVISION

REPLAT OF PORTIONS OF IDA-K (PLAT BOOK 10, PAGE 57), BIDWELL HEIGHTS (PLAT BOOK 4, PAGE 132), AND OTHER LANDS LOCATED IN SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST MANATEE COUNTY, FLORIDA





LOCATION MAP
NOT TO SCALE



ZNS ENGINEERING, L.C.
ENGINEERS, PLANNERS, SURVEYORS, LANDSCAPE ARCHITECTS
1023 MANATEE AVE. WEST, 7TH FLOOR, BRADENTON, FLORIDA 34205

GOLDEN MEADOWS (f.k.a. JORDAN CREEK WEST)

A SUBDIVISION

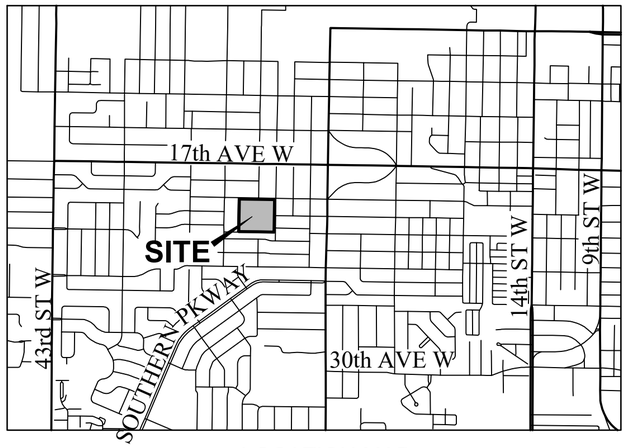
REPLAT OF PORTIONS OF IDA-K (PLAT BOOK 10, PAGE 57), BIDWELL HEIGHTS (PLAT BOOK 4, PAGE 132), AND OTHER LANDS LOCATED IN SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST MANATEE COUNTY, FLORIDA

PLAT BOOK _____ PAGE____
SHEET 1 OF 4
INSTRUMENT NO: _____

DESCRIPTION

A parcel of land being a portions of Bidwell Heights, Block D recorded in Plat Book 4, Page 132 and IDA–K Subdivision recorded in Plat Book 10, Page 57, and vacated Right–of–Ways recorded in Official Records Book 1183, Page 1593, 1132, Page 243, 1128, Page 1269 and 141, Page 105 all of the Public Records of Manatee County, Florida, together with other lands all lying and being in Section 34, Township 34 South, Range 17 East, Manatee County, Florida; being more particularly described as follows:

Commence at the Northwest Corner of LOT 36, MAMIE – G SUBDIVISION, according to the Plat thereof recorded in Plat Book 16, Page 12 of the Public Records of Manatee County Florida; thence N.00°53'54"E., 12.50 feet to the North line of the South half of right of way vacated in Official Records Book 1132, Page 243, of the aforementioned Public Records, as monumented, also being a point on the Easterly right of way of 31st Street West for a POINT OF BEGINNING; thence continue along said Easterly right of way N.00°53'54"E., 631.57 feet to the Northwest corner of Lot 17, of the aforementioned IDA–K SUBDIVISION, also being a point on the Southerly right of way line of 19th Avenue West; thence along said Southerly right of way, S.88°56'02"E., 684.06 feet to the Northeast corner of the aforementioned BLOCK D, BIDWELL HEIGHTS SUBDIVISION, also being a point on the Westerly right of way of 29th Street West; thence along said Westerly right of way, also being the East boundary of said BLOCK D and it's Southerly extension, S.00°59'55"W., 631.37 feet to the aforementioned North line of the South half of right of way vacated in Official Records Book 1132, Page 243 as monumented; thence along said North line; the following two (2) courses: (1) N.88°50'17"W., 307.63 feet; (2) N.89°02'35"W., 375.32 feet to the POINT OF BEGINNING.



LOCATION MAP
NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ARE BASED ON THE THE SOUTH RIGHT–OF–WAY LINE OF 19TH AVENUE WEST HAVING A GRID BEARING OF S88°56'02"E. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM [WEST ZONE] NAD83 2001 ADJUSTMENT. THE COORDINATES FOR COB 1023 (PID D06907) AND COB 1024 (PID D06908) WERE USED TO VALIDATE THE PROJECT.
2. PORTIONS OF THIS SURVEY WERE UNDERTAKEN USING A GPS SURVEYING TECHNIQUE IN REAL TIME KINEMATIC MODE WITH CORRECTIONS PROVIDED BY THE FLORIDA PERMANENT REFERENCE NETWORK SITE "G STROOP". REDUNDANCY WAS ACHIEVED BY MULTIPLE OCCUPATIONS OF POINTS USING VARYING SATELLITE CONFIGURATIONS. OBSERVATIONS WERE MADE DURING TIME PERIODS WHEN FIVE OR MORE SATELLITES WERE AVAILABLE AND A PDOP OF LESS THAN FOUR WAS IN EFFECT
3. THE PROPERTY LIES WITHIN FLOOD ZONE "X", AS SHOWN ON FLOOD INSURANCE RATE MAP PANEL No. 12081C0302F REVISED 08/10/2021.
4. "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."
5. THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOLDEN MEADOWS HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT–FOR–PROFIT IS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER _____ OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
6. TOTAL ACREAGE OF SUBDIVISION CONTAINS 9.90 ACRES, MORE/LESS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

PURSUANT TO FLORIDA STATUTE 177.081, THE UNDERSIGNED, BRAD EDWARDS, AS VICE PRESIDENT OF LAND DEVELOPMENT OF AMH DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, CERTIFIES OWNERSHIP OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THIS PLAT ENTITLED GOLDEN MEADOWS (f.k.a. JORDAN CREEK WEST) TO BE MADE AND DOES HEREBY DEDICATE THE FOLLOWING:

1. TO THE CITY OF BRADENTON FOR USE BY THE GENERAL PUBLIC FOREVER, THE FOLLOWING:

a) A PUBLIC UTILITY EASEMENT OVER ALL STREETS SHOWN ON THIS PLAT; TOGETHER WITH A (10) FOOT WIDE PUBLIC UTILITY EASEMENT LYING PARALLEL AND CONTIGUOUS WITH THE OUTSIDE PARAMETERS OF SAID STREETS FOR INSTALLATION, OPERATION AND MAINTENANCE OF PUBLIC WATER, AND WASTEWATER INFRASTRUCTURE FACILITIES AND METER MAINTENANCE, REPLACEMENT AND READING.

b) PUBLIC RIGHT OF WAY OVER ALL STREETS SHOWN ON THIS PLAT

c) NON–EXCLUSIVE EASEMENT OVER ALL "DRAINAGE EASEMENTS" SHOWN ON THIS PLAT.

IN WITNESS WHERE OF , THE COMPANY, HAS CAUSED THE CERTIFICATE TO BE EXECUTED THIS _____ DAY OF _____ , 2024.

BY: AMH DEVELOPMENT, LLC

BY: _____
BRAD EDWARDS
VICE PRESIDENT – LAND DEVELOPMENT

WITNESSES:

_____(SIGNATURE) _____(SIGNATURE)

_____ ___(PRINT NAME) _____(PRINT NAME)

STATE OF _____)
COUNTY OF _____) SS

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF "(_)" PHYSICAL PRESENCE OR "(_)" ONLINE NOTORIZATION, THIS ____ DAY OF _____, 2024, BY BRAD EDWARDS AS VICE PRESIDENT OF LAND DEVELOPMENT OF AMH DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, ON BEHALF OF SAID COMPANY THE ABOVE NAMED PERSON IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION ID INDICATED.

_____
NOTARY PUBLIC–STATE OF _____

MY COMMISSION EXPIRES: _____ _____
(STAMP)

CERTIFICATE OF APPROVAL OF THE DIRECTOR OF PUBLIC WORKS AND UTILITIES

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

IT IS HEREBY CERTIFIED THAT A SURETY BOND HAS BEEN POSTED FOR THE ABOVE NAMED SUBDIVISION PLAT WITH THE CITY OF BRADENTON FOR A SUFFICIENT AMOUNT TO ASSURE COMPLETION OF ALL PUBLIC IMPROVEMENTS. THE AMOUNT OF THE BOND IS $___,___ WHICH REPRESENTS 110% OF AN ENGINEERING COST ESTIMATE OF THE ABOVE PUBLIC IMPROVEMENTS THAT REMAIN BASED ON THE FINAL DEVELOPMENT PLAT.

APPROVED: _____ _____
DIRECTOR OF PUBLIC WORKS DATE
IRVIN LEE

CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA)
:SS
COUNTY OF MANATEE)

I, ANGELINA COLONNESO, CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FROM WITH ALL THE REQUIREMENTS OF THE STATUES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGES _____ THROUGH _____ PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THIS _____ DAY OF _____ , 20__.

_____
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND THE LAND USE REGULATIONS OF THE CITY OF BRADENTON, FLORIDA. THE GEOMATIC DATA HAS NOT BEEN VERIFIED..

_____ _____
DAVID CRONKHITE, P.S.M. DATE
CITY OF BRADENTON SURVEYOR
FLORIDA CERTIFICATION NO. 6078

CERTIFICATE OF APPROVAL OF THE CITY OF BRADENTON

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD AND ALL OFFERS OF DEDICATION ACCEPTED AND APPROVED BY THE COUNCIL OF THE CITY OF BRADENTON, MANATEE COUNTY, FLORIDA ON THIS _____ DAY OF _____ 2024.

ATTEST:

_____ _____
TAMARA MELTON, CITY CLERK GENE BROWN, MAYOR

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, PART I OF THE FLORIDA STATUTES AND THE MANATEE COUNTY LAND DEVELOPMENT CODE AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN INSTALLED. THE PERMANENT CONTROL POINTS, BENCHMARKS AND LOT CORNERS WILL BE INSTALLED AND CERTIFIED BY AN OFFICIAL AFFIDAVIT WITHIN ONE (1) YEAR OF THE RECORDING OF THIS PLAT OR PRIOR TO THE RELEASE OF THE IMPROVEMENT BOND.

DATE OF CERTIFICATION: _____

SIGNATURE: _____
KAVIN C. WILMOTT
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 6809
CERTIFICATE OF AUTHORIZATION # LB6982

ZNS ENGINEERING, L.C.
ENGINEERS, PLANNERS, SURVEYORS, LANDSCAPE ARCHITECTS
1023 MANATEE AVE. WEST, 7TH FLOOR, BRADENTON, FLORIDA 34205

INDEX MAP/SHEET

GOLDEN MEADOWS (f.k.a. JORDAN CREEK WEST)

PLAT BOOK _____ PAGE____
SHEET 2 OF 4

A SUBDIVISION
REPLAT OF PORTIONS OF IDA-K (PLAT BOOK 10, PAGE 57), BIDWELL HEIGHTS (PLAT BOOK 4, PAGE 132), AND OTHER LANDS LOCATED IN
SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

SCALE 1"=200'
0 60 120

LEGEND:

P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT

TRACT DESIGNATION

TRACT 100: PUBLIC RIGHT-OF-WAY, PUBLIC UTILITY EASEMENT, & PUBLIC DRAINAGE EASEMENT

TRACT 200: OPEN SPACE, HARDSCAPING/LANDSCAPPING/IRRIGATION, PUBLIC DRAINAGE EASEMENTS, STORMWATER RETENTION AREAS, LAKE MAINTENANCE EASEMENTS, PUBLIC FLOWAGE EASEMENTS, LANDSCAPE BUFFERS

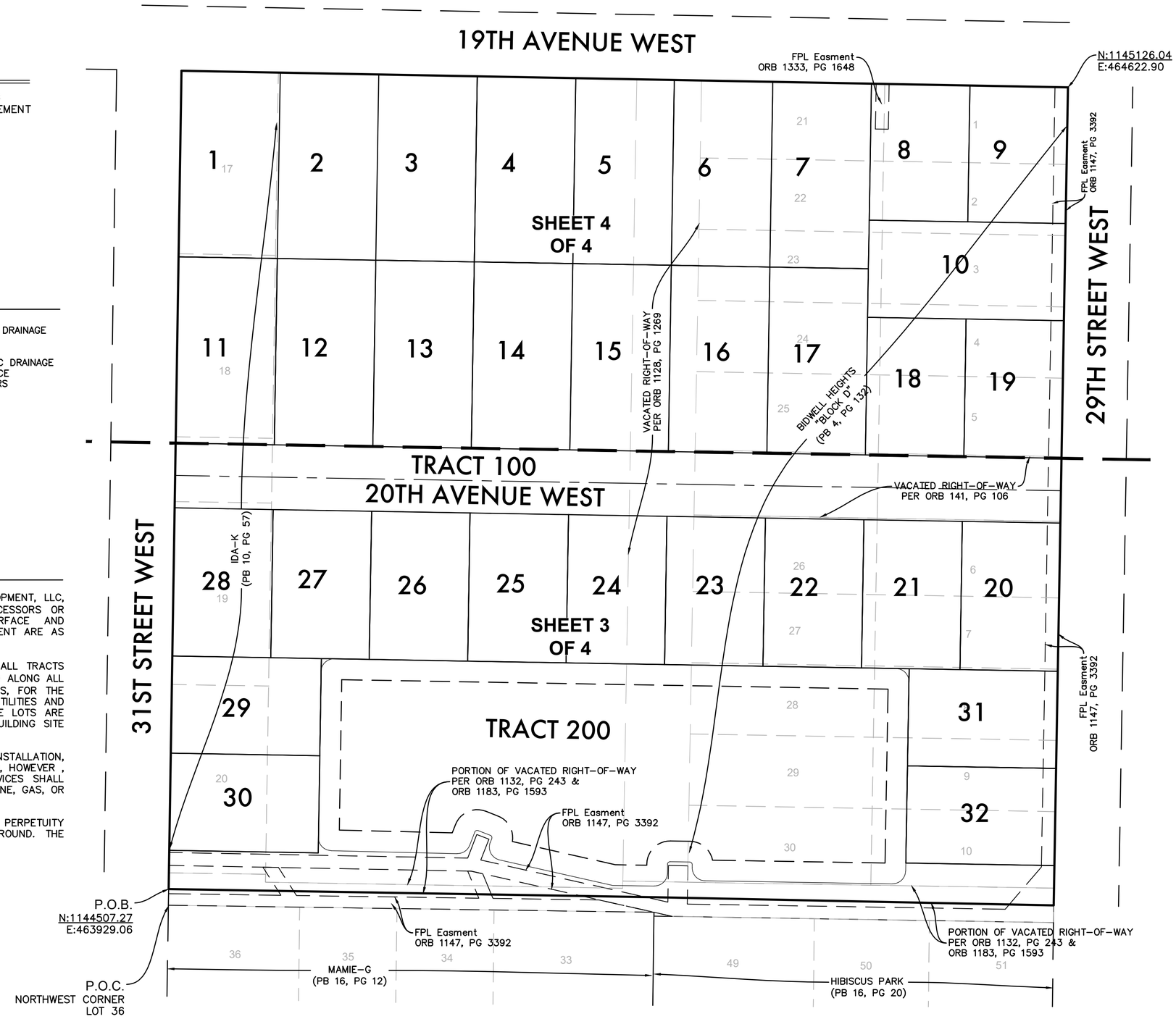
RESERVATION OF EASEMENTS

THERE ARE HEREBY EXPRESSLY RESERVED EASEMENTS TO AMH DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE "COMPANY", ITS SUCCESSORS OR ASSIGNS FOR THE EXPRESS PURPOSE OF ACCOMMODATING SURFACE AND UNDERGROUND DRAINAGE AND UNDERGROUND UTILITIES. THESE EASEMENT ARE AS FOLLOWS:

TEN (10) FEET IN WIDTH ALONG ALL FRONT LOT LINES AND ALONG ALL TRACTS ADJACENT TO ALL PUBLIC RIGHT-OF-WAYS, AND FIVE (5) FEET IN WIDTH ALONG ALL REAR LOT LINES, FIVE (5) FEET IN WIDTH ALONG ALL SIDE LOT LINES, FOR THE EXPRESS PURPOSE OF ACCOMMODATING SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE. WHERE MORE THAN ONE LOT OR PARTS OF ONE OR MORE LOTS ARE INTENDED AS A BUILDING SITE, THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENTS.

SUCH EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICE; PROVIDED, HOWEVER , NO SUCH INSTALLATION, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERENCE WITH THE FACILITIES AND SERVICES OF ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

ALL OTHER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN PERPETUITY FOR THE PURPOSE NOTED. ALL UTILITIES WILL BE PLACED UNDERGROUND. THE UTILITY FOR CABLE T.V. IS INCLUDED.



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GOLDEN MEADOWS (f.k.a. JORDAN CREEK WEST)

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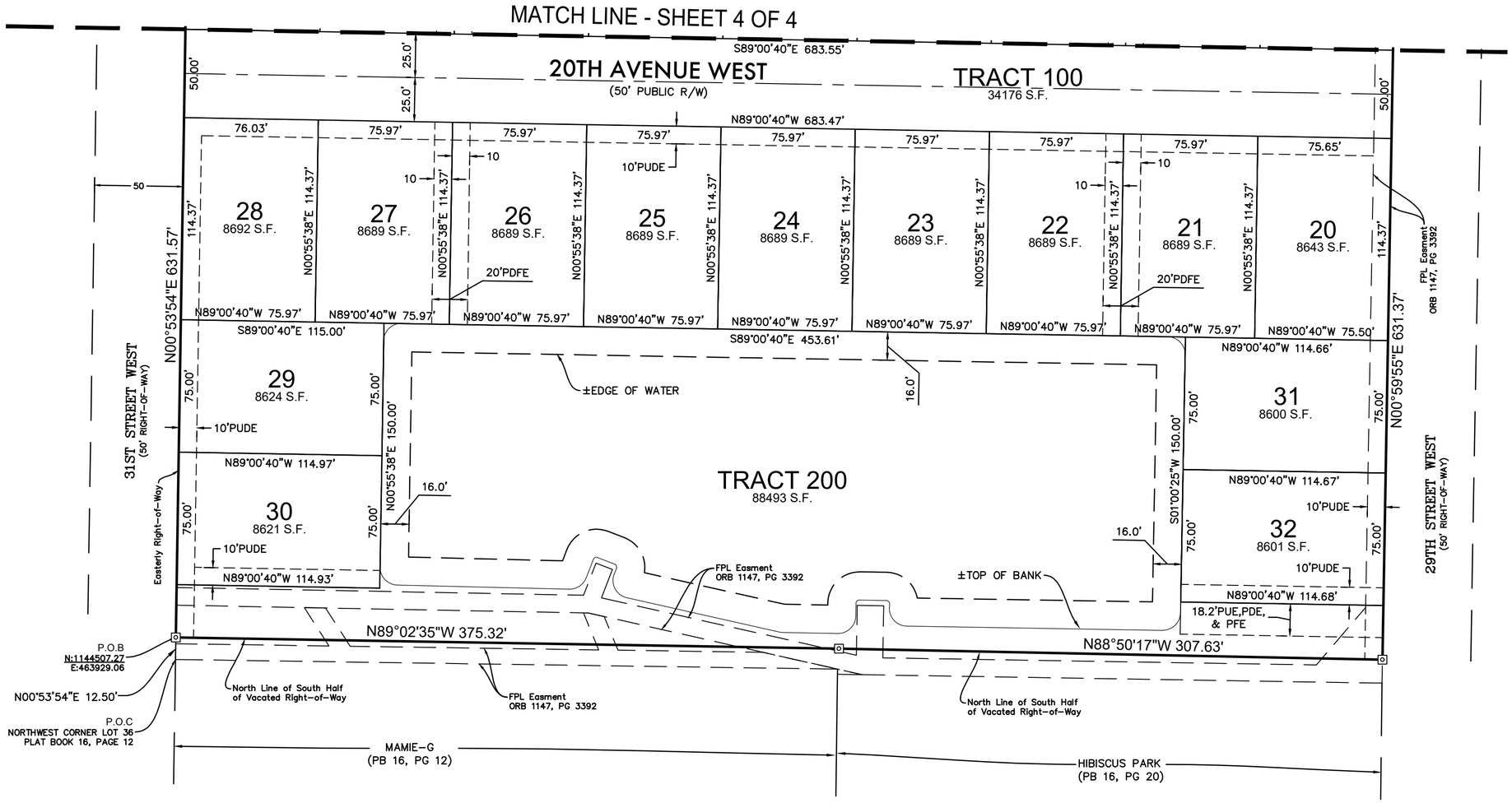
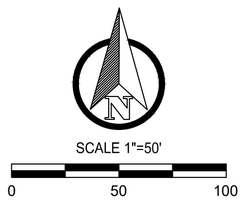
MANATEE COUNTY, FLORIDA



NOTES

1. THERE ARE HEREBY EXPRESSLY RESERVED EASEMENTS OF TEN (10') FEET IN WIDTH ALONG EACH FRONT LOT LINE, FIVE (5') FEET IN WIDTH ALONG EACH REAR LOT LINE, AND FIVE (5') FEET IN WIDTH ALONG EACH SIDE LOT LINE, UNLESS OTHERWISE SHOWN ON THIS PLAT. THE EXPRESS PURPOSE OF THIS EASEMENT IS FOR ACCOMMODATING SURFACE AND UNDERGROUND DRAINAGE AND UNDERGROUND UTILITIES, IRRIGATION, MAINTENANCE AND ACCESS. SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ANY ELECTRIC, TELEPHONE, GAS, OR OTHER UTILITIES. WHERE MORE THAN ONE LOT IS INTENDED AS A BUILDING SITE, THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENTS AND THE INTERVENING LOT LINE EASEMENT SHALL NOT EXIST.
2. EXCEPT IN THE CASE OF AN IRREGULAR BOUNDARY OR WATER COURSE, A NUMERICAL EXPRESSION TO THE NEAREST FOOT, SHOWN AS SUCH FOR CLARITY, SHALL BE INTERPRETED AS HAVING A PRECISION OF THE NEAREST ONE HUNDREDTH OF A FOOT.
3. SEE SHEET 2 FOR TRACT LEGEND.



LEGEND:

⊙	– NAIL AND DISK SET (P.C.P. # LB6982)	LB	– LICENSED BUSINESS
●	– NAIL AND DISK FOUND (AS NOTED)	LS	– LICENSED SURVEYOR
⊡	– PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT (P.R.M. # LB6982)	R/W	– RIGHT OF WAY
■	– PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT (P.R.M. # LB6982) UNLESS NOTED	O.R.B.	– OFFICIAL RECORD BOOK
		PG.	– PAGE
○	– 5/8" IRON ROD SET (# LB6982)	+	– DENOTES P.C., P.T., P.I., P.R.C. AND P.C.C.
●	– 5/8" IRON ROD FOUND (# LB6982) UNLESS NOTED	Δ	– CENTRAL ANGLE
		R	– RADIUS
PDE	– PUBLIC DRAINAGE EASEMENT	L	– ARC LENGTH
PUDE	– PUBLIC UTILITY & DRAINAGE EASEMENT	C	– CHORD LENGTH
PDFE	– PUBLIC DRAINAGE & FLOWAGE EASEMENT	T	– TANGENT LENGTH
PFE	– PUBLIC FLOWAGE EASEMENT	CB	– CHORD BEARING
S.F.	– SQUARE FEET	UE	– UTILITY EASEMENT
P.O.B.	– POINT OF BEGINNING	(NR)	– NON RADIAL
(O/A)	– OVERALL DISTANCE		
P.C.	– POINT OF CURVATURE		
P.T.	– POINT OF TANGENCY		
FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION		
CCR	– CERTIFIED CORNER REFERENCE		

ZNS ENGINEERING, L.C.
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GOLDEN MEADOWS (f.k.a. JORDAN CREEK WEST)

PLAT BOOK _____ PAGE____
SHEET 4 OF 4

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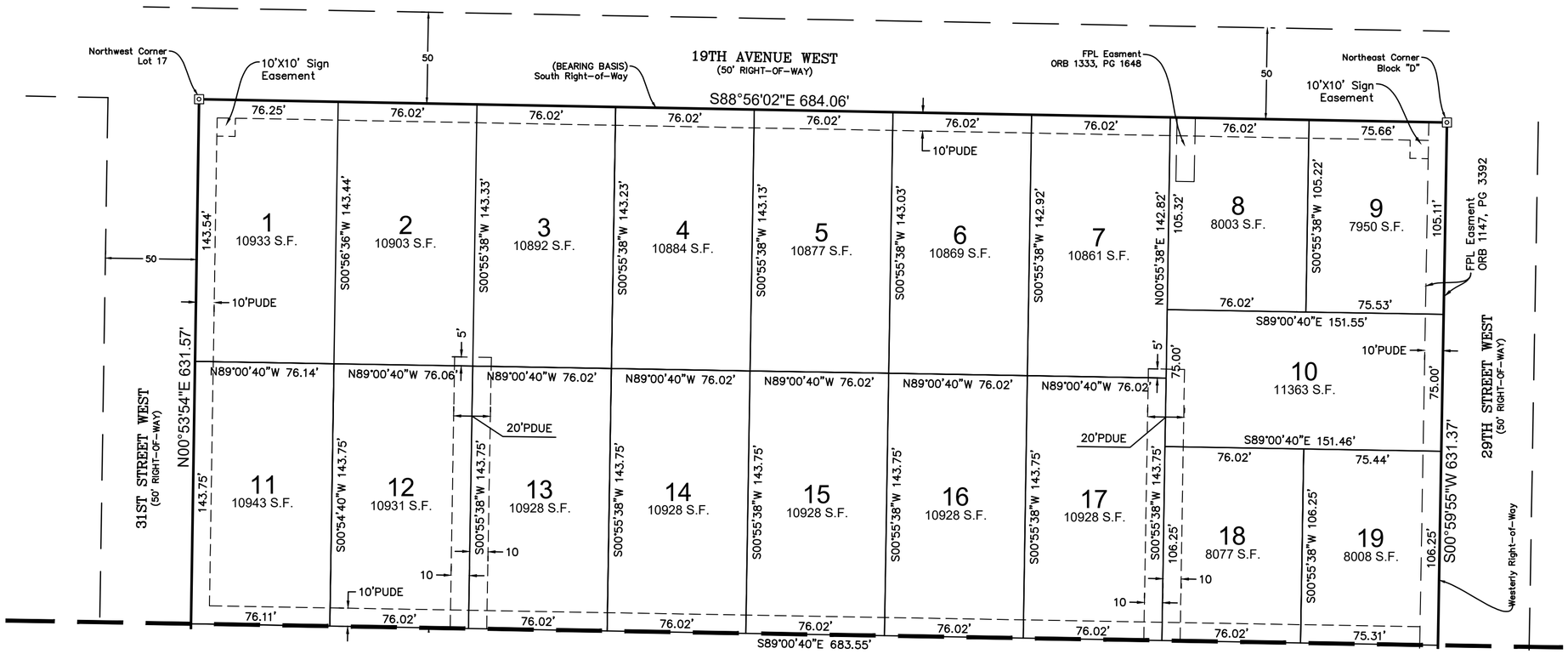
SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA



MATCH LINE - SHEET 3 OF 4

NOTES

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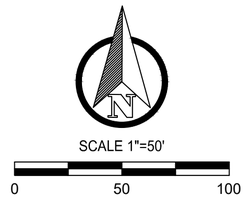

LEGEND:

◎	– NAIL AND DISK SET (P.C.P. # LB6982)
●	– NAIL AND DISK FOUND (AS NOTED)
◘	– PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT (P.R.M. # LB6982)
■	– PERMANENT REFERENCE MONUMENT FOUND 4"x4" CONCRETE MONUMENT (P.R.M. # LB6982) UNLESS NOTED
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PDE	– PUBLIC DRAINAGE EASEMENT
PUE	– PUBLIC UTILITY EASEMENT
PFE	– PUBLIC FLOWAGE EASEMENT
S.F.	– SQUARE FEET
P.O.B.	– POINT OF BEGINNING
(O/A)	– OVERALL DISTANCE
P.C.	– POINT OF CURVATURE
P.T.	– POINT OF TANGENCY
FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION
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LB	– LICENSED BUSINESS
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R/W	– RIGHT OF WAY
O.R.B.	– OFFICIAL RECORD BOOK
PG.	– PAGE
+	– DENOTES P.C., P.T., P.I., P.R.C. AND P.C.C.
△	– CENTRAL ANGLE
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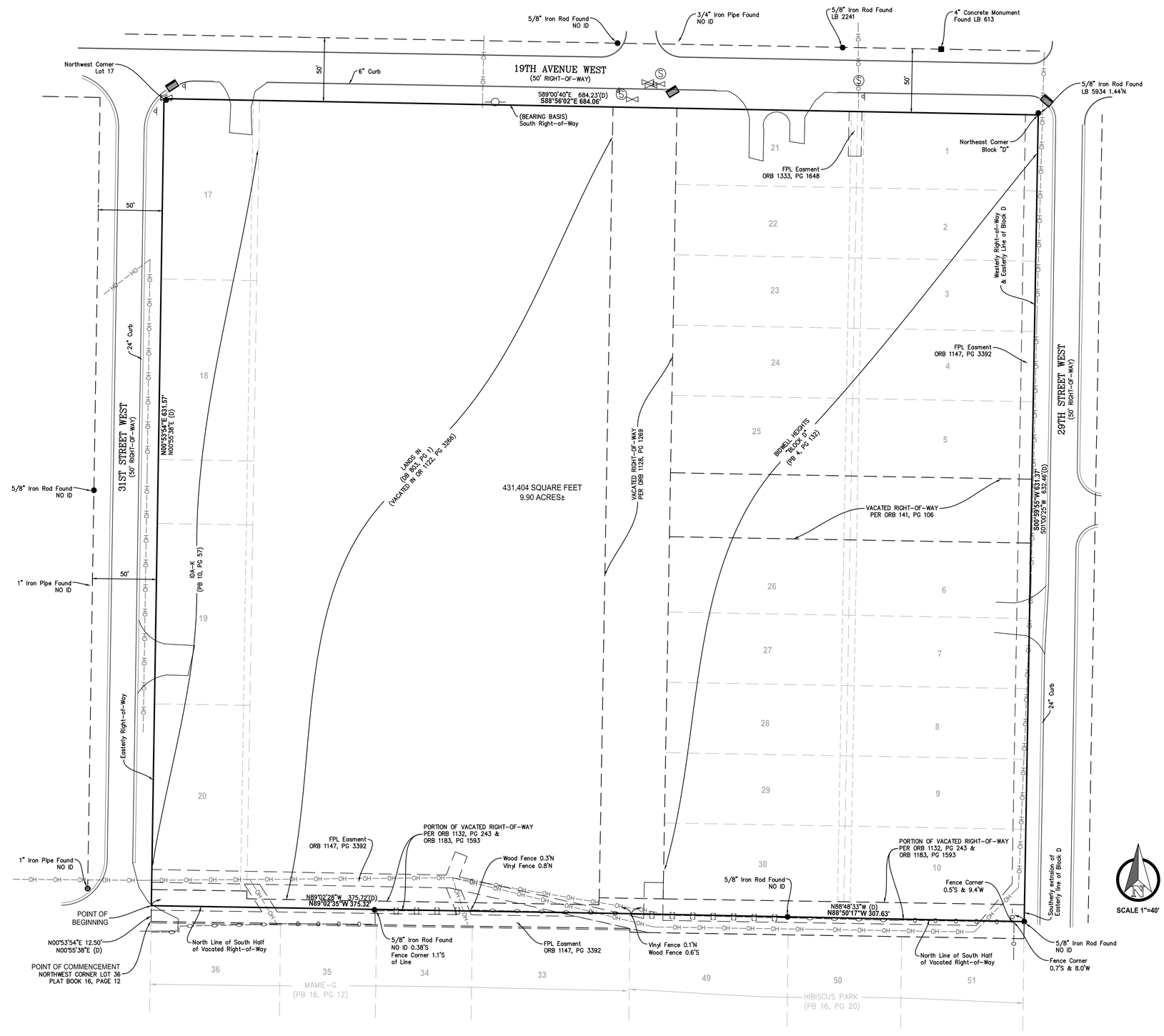

DESCRIPTION: (PER ORI# 202341003863)

The Land referred to herein below is situated in the County of Manatee, State of Florida, and is described as follows:

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 and 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30, Block D of BIDWELL HEIGHTS, according to the Plat thereof as recorded in Plat Book 4, Page(s) 132, of the Public Records of Manatee County, Florida. Together with vacated streets described in OR Book 1183, Page 1593; OR Book 1132, Page 243; OR Book 1128, Page 1269 and OR Book 141, Page 105.

and

Lots 17, 18, 19 and 20 of IDA-K, according to the Plat thereof as recorded in Plat Book 10, Page 57, of the Public Records of Manatee County, Florida. Together with vacated streets described in OR Book 1183, Page 1593; OR Book 1132, Page 243 and OR Book 1128, Page 1269.

and

A non-plated parcel located between lots 18 and 19 of IDA-K, according to the Plat thereof as recorded in Plat Book 10, Page 57, of the Public Records of Manatee County, Florida.

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST; THENCE RUN WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER 300 FEET; THENCE RUN SOUTH PARALLEL TO THE EAST LINE TO THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 25 FEET TO THE **POINT OF BEGINNING**; THENCE RUN SOUTH ALONG SAID LINE PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER 619 FEET; THENCE RUN WESTERLY PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 75 FEET; THENCE RUN NORTH PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 619 FEET; THENCE RUN EAST ALONG THE LINE PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING. ALL LOCATED IN THE CITY OF BRADENTON, MANATEE COUNTY, FLORIDA.

and

A Parcel located in the S1/2 OF NW I/4 OF SW I/4, SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST more particularly described as follows:

FROM A POINT OF BEGINNING WHICH IS 25 FEET SOUTH OF AND 25 FEET WEST OF NORTHEAST CORNER OF S 1/2 OF NW I/4 OF SW I/4, SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST; SOUTHERLY PARALLEL TO THE EAST LINE OF SAID S 1/2 OF NW I/4 OF SW I/4 A DISTANCE OF 625 FEET; THENCE WESTERLY PARALLEL TO THE NORTH LINE OF SAID S 1/2 OF NW I/4 OF SW I/4 A DISTANCE OF 275 FEET, THENCE NORTHERLY PARALLEL TO SAID EAST LINE 625 FEET; THENCE EASTERLY PARALLEL TO THE SAID NORTH LINE 275 FEET TO POINT OF BEGINNING. TOGETHER WITH VACATED PARCEL DESCRIBED IN OR BOOK 1122, PAGE 3266.

COMBINED AS-SURVEYED DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MANATEE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

Commencing at the Northwest Corner of the MAMIE – G SUBDIVISION, according to the Official Plat thereof recorded in Plat Book 16, Page 12 of the Records of Manatee County Florida; thence N.00°55'38"E., 12.50 feet to the North line of the South half of right of way vacated in Official Records Book 1132, Page 243, aforesaid records of
** Manatee County, as monumented, said point also being a point on the Easterly right of way of **"29th Street West"** for a **POINT OF BEGINNING**; thence continue along said Easterly right of way N.00°55'38"E., 631.57 feet to the Northwest corner of Lot 17, IDA-K SUBDIVISION, according to the Official Plat thereof recorded in Plat Book 10, Page 57 of the Records of Manatee County Florida also being a point on the Southerly right of way line of 19th Avenue West; thence along said Southerly right of way, S.89°00'40"E., 684.23 feet to the Northeast corner of BLOCK D, BIDWELL HEIGHTS SUBDIVISION, according to the Official Plat thereof recorded in Plat Book 4, Page 132 of the Records of Manatee County Florida, also being a point on the Westerly right of way of 29th Street West; thence along said Westerly right of way, also being the East boundary of said BLOCK D and the Southerly extension thereof, S.01°00'25"W., 632.46 feet to the aforesaid North line of the South half of right of way vacated in Official Records Book 1132, Page 243 as monumented; thence along said North line; the following two (2) courses: 1) N.88°48'33"W., 307.63 feet; 2) N.89°02'28"W., 375.72 feet to the POINT OF BEGINNING.

** NOTE – It is this surveyor's belief that the description contained in Official Records Instrument 202341003863 contains a scriveners error and the reference to the "Easterly right of way of 29th Street West" should read the "Easterly right of way of 31ST Street West".

NOTES:

1. This survey is a graphic depiction of the current boundary and visible improvements in accordance with the legal description shown hereon and may not reflect ownership.
2. Bearings and coordinates shown hereon are based on Florida State Plane Coordinate System, West Zone, as referenced to the North American Datum of 1983(2011) adjustment, deriving a bearing of S88°56'02"E for the South right-of-way of 19th Avenue West
3. Coordinates Shown hereon are based on Florida State Plane Coordinate System, West Zone, as referenced to the North American Datum of 1983, adjustment of 1990, NAD83(90). (Follow with a description of monuments used with their coordinate values.)
4. This survey shows visible, above ground features. No underground features, including but not limited to foundations, structures, installations, or improvements have been located, except as shown hereon. Underground utilities shown if any are based on above-ground evidence and surface marking found during this survey. There may be other underground installations within or near the subject property which were not located and are not shown. Utilities shown hereon are not to be used for construction and do not necessarily indicate availability.
5. This property lies in Flood Zone "X" of the Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map (FIRM), Map Number 12081C0302F which bears an effective date of 08/10/2021. As shown on the FEMA Website (http://msc.fema.gov).
6. This survey prepared without the benefit of a title search. No instruments of record reflecting ownership, easements or rights of way were furnished to the undersigned, unless otherwise shown hereon.
7. There may be additional easements, reservations, restrictions and/or other matters of record affecting this property that are not shown hereon that may (or may not) be found in the public records of this county. The ZNS Engineering or undersigned has not performed an independent search for additional records and makes no representations or guarantees pertaining to easements, right-of-way, set back lines, reservations and agreements.
8. This survey does not certify or warranty: title, zoning, easements, or freedom of encumbrances.
9. Some features may be exaggerated for clarity. Dimensions shown supersede scaled dimensions.
10. No information on adjoining property owners or adjoining property recording information was provided to the surveyor.
11. This survey meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to this type of Surveys.
12. Ownership of fences shown hereon if any has not been determined as a part of this survey.
13. Portions of this survey were undertaken using GPS surveying techniques in real time kinematic (RTK) mode with corrections provided by the Florida Permanent Reference Network. Redundancy was achieved by multiple occupations of points using varying satellite configurations.
14. There may be portions of this property which may be termed jurisdictional wetlands by various government agencies. These possible jurisdictional areas have not been dealt with as part of this survey.
15. Unauthorized copies and/or reproductions via any medium of this survey or any portions thereof are expressly prohibited without the written consent of ZNS Engineering. and the undersigned Professional Surveyor and Mapper.
16. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
17. This survey represents the conditions & improvements as of the last date of the field survey only, and not the signature date (if any).
18. Gross land area is 431,404 square feet or 9.90 acres more or less.
19. This survey is not valid without the original signature and raised seal of a licensed Florida Professional Surveyor and Mapper, an electronic copy must have a verified independent authenticated seal affixed.
20. This parcel was an active construction site at the time of our field survey. Interior improvements not shown, not a part of this survey.
21. Bearings and Distances shown hereon are field measured unless noted otherwise.

LEGEND

(CMF)CONCRETE MONUMENT FOUND	BOUNDARY LINE
(IRF)IRON ROD FOUND	RIGHT-OF-WAY LINE
(NDS)NAIL & DISK FOUND	OVERHEAD UTILITY LINE
IRON PIPE FOUND	BARBED WIRE FENCE
CATCH BASIN	CHAINLINK FENCE
SANITARY MANHOLE	VINYL FENCE
UTILITY POLE	WOOD FENCE
CONCRETE UTILITY POLE	ORB OFFICIAL RECORDS BOOK
FIRE HYDRANT	(D) DEED DATA
WATER VALVE	(F) FIELD DATA
BACK FLOW PREVENTER	LB LICENSED BUSINESS
GUY WIRE	PSM PROFESSIONAL SURVEYOR & MAPPER
SIGN POST	LS LICENSED SURVEYOR
	PB PLAT BOOK
	PG PAGE

BOUNDARY SURVEY
OF
A PARCEL OF LAND
LOCATED IN
SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

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FLORIDA CERTIFICATE No. PSM 6809
DATE OF CERTIFICATION 07-01-2024

BY: KAVIN C. WILMOTT, P.S.M.

REVISION	BY	DATE

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365
1023 MANATEE AVENUE WEST (7TH FLOOR), BRADENTON, FL 34205
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

DRAWN BY DML FIELD BY KRZY JOB NO. 45518 DATE 05-15-2023 SCALE 1:40 SHEET 1 OF 1

T:_2023\45518 Jordan Creek\Survey\45518 JORDAN CRK BS.dwg, Plot Date: Jul 03, 2024@10:46am, By:DMDL

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
November 6, 2024

Staff Report

Case Number:	SF.24.3165
Applicant:	Matthew J. Morris, P.E.; Morris Engineering & Consulting, LLC (agent)
Owner:	AMH Development, LLC
Address:	3011 19th Avenue West, Bradenton, FL 34205
Parcel IDs:	4202300109
Zoning:	R-1 (Low Density, Single-Family)
Future Land Use:	RESLOW (Low Density Residential)

SUMMARY OF REQUEST:

The applicant is requesting Final Plat approval for Golden Meadows (f.k.a. Jordan Creek West). The subject plat represents 32 new single-family home lots with a common open space that includes a storm water retention area. In addition, the development consists of an east/west extension of 20th Avenue West between 29th Street West and 31st Street West.

City Surveyor David Cronkhite, PSM, of the Bradenton Public Works & Utilities Department, has certified that the plat is in accordance with Florida Statute 177.

LAND USE REGULATIONS:

2.2.11 Subdivision Plat Approval.

2.2.11.1 Requirement. The recording of a Final Subdivision Plat (Final Plat) approved as set forth in these LURs is required prior to the subdivision of property. For the purposes of these LURs, "subdivision" is defined as: the division of a parcel of land into three or more lots or parcels of land less than five acres each, for the purpose, whether immediate or future, of transfer of ownership; or any division of land regardless of the size of parcels if the establishment of a new street is involved.

2.2.11.2 Application.

d. Final Plat submission.

Following the approval of the site improvement plans, the Final Plat and a paper or electronic application may be submitted. In addition, a reproducible plan showing all lot lines, easements, and rights-of-way, shall be submitted in a digital .dwg format. However, the Final Plat shall not be accepted for review if the reservation of capacity has expired (See Subsection 2.2.10.4.a.iv below). The number of copies of the Final Plat, application information required for review, and deadlines for submission are set forth in the Procedures Manual maintained by the PCD Director. Also required are a completed application form, the fee set forth in Appendix A and the Final Plat showing information as required in F.S. Chapter 177.

2.2.11.4 Review and Approval

b. Final Plat requirements.

i. Prior to forwarding the Final Plat to City Council for approval, a certification of one of the following must be obtained from Public Works.
   a) All required public improvements have been completed to the satisfaction of the Director of Public Works and are accepted by the City.
   b) A bond or letter of credit deemed sufficient by the City Clerk and the Director of Public Works has been posted.

ii. Surveyors Certificate of Approval certifying that the Final Plat has been reviewed for conformity with the requirements of F.S. Chapter 177, these LURs and the subdivision ordinance of the City.

iii. If the Final Plat is substantially in accord with the approved Preliminary Plat, fulfills all attached conditions and stipulations, and the applicant has furnished proof that the taxes are paid to date as required by F.S. 197.192, and is complete and contains all of the required certifications, the City Council shall approve the plat, and the Mayor shall indicate such approval on the Final Plat by signing the certification of approval for recording. Approval of the Final Plat shall reserve capacity of public facilities for a period of two years except that reservation for single-family subdivisions shall have no expiration date. At the end of the two years, the reservation shall expire for all lots which have not received Building Permits for structures (See Subsection 4.1.1.5).

iv. If the Final Plat is disapproved, the grounds for disapproval shall be stated in the record of the City Council and in writing to the applicant.

Chapter 2.2.11.5 Recording. When all certifications have been made by the City, the City Clerk and Treasurer shall record the Final Plat with the Clerk of the Circuit Court as an official plat of record. A second reproducible and fully certified copy shall be filed with the PCD director for permanent record.

STAFF COMMENT:

The application for the subject final subdivision plat appears to meet the criteria for review and approval. The subject plat is consistent with approved Preliminary Plat (approved September 8, 2021), Bradenton's Land Use Regulations, Bradenton's Comprehensive Plan, and it has been certified per the City Surveyor.

Respectfully submitted,

Gregory J. DeLong
Assistant PCD Development

EXHIBITS:

EXHIBIT "A": Location Map

EXHIBIT "B": Zoning Map

EXHIBIT "C": Future Land Use Map (FLUM)

EXHIBIT "D": Final Plat – Golden Meadows

EXHIBIT "A"
Location Map



EXHIBIT "B"
Zoning Map

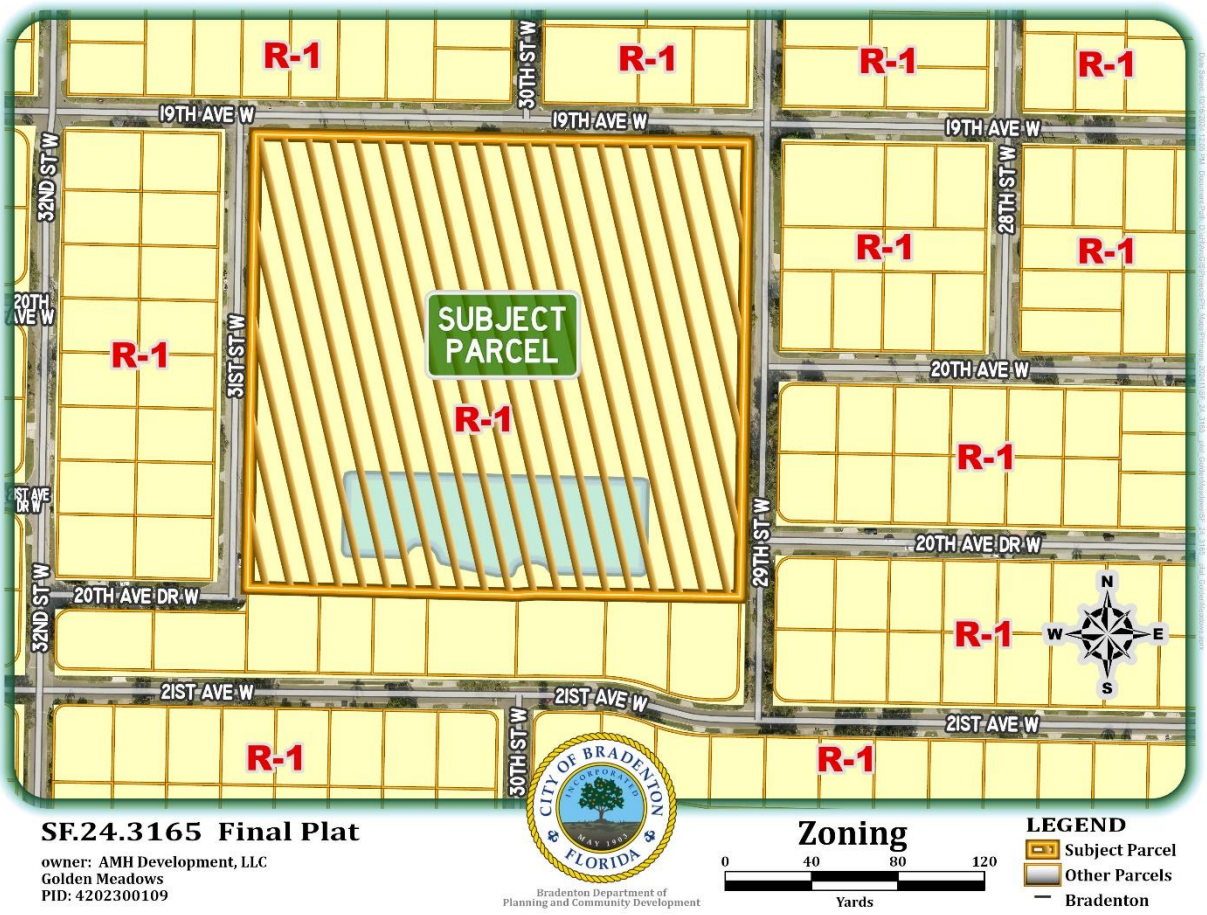
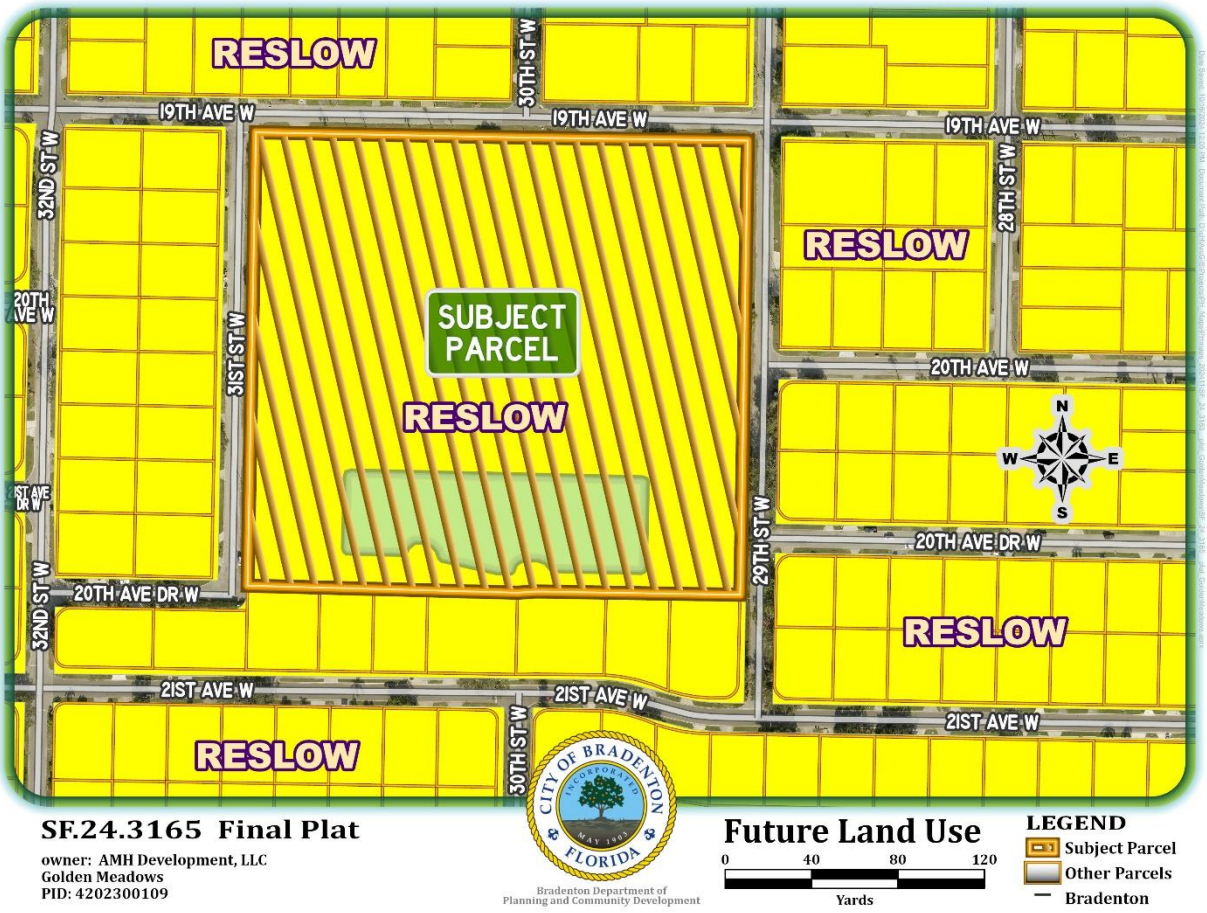


EXHIBIT "C"
Future Land Use Map (FLUM)



GOLDEN MEADOWS (f.k.a. JORDAN CREEK WEST)

A SUBDIVISION

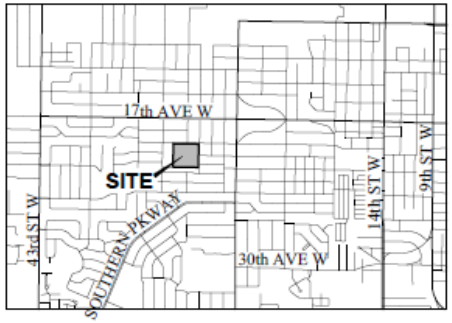
REPLAT OF PORTIONS OF IDA-K (PLAT BOOK 10, PAGE 57), BIDWELL HEIGHTS (PLAT BOOK 4, PAGE 132), AND OTHER LANDS LOCATED IN SECTION 34, TOWNSHIP 34 SOUTH, RANGE 17 EAST MANATEE COUNTY, FLORIDA

PLAT BOOK _____ PAGE____
SHEET 1 OF 4
INSTRUMENT NO: _____

DESCRIPTION

A parcel of land being a portions of Bidwell Heights, Block D recorded in Plat Book 4, Page 132 and IDA–K Subdivision recorded in Plat Book 10, Page 57, and vacated Right–of–Ways recorded in Official Records Book 1183, Page 1593, 1132, Page 243, 1128, Page 1268 and 141, Page 105 all of the Public Records of Manatee County, Florida, together with other lands all lying and being in Section 34, Township 34 South, Range 17 East, Manatee County, Florida; being more particularly described as follows:

Commence at the Northwest Corner of LOT 36, MAMIE – G SUBDIVISION, according to the Plat thereof recorded in Plat Book 16, Page 12 of the Public Records of Manatee County Florida; thence N.00°53'54"E., 12.50 feet to the North line of the South half of right of way vacated in Official Records Book 1132, Page 243, of the aforementioned Public Records, as monumented, also being a point on the Easterly right of way of 31st Street West for a POINT OF BEGINNING; thence continue along said Easterly right of way N.00°53'54"E., 631.57 feet to the Northwest corner of Lot 17, of the aforementioned IDA–K SUBDIVISION, also being a point on the Southerly right of way line of 19th Avenue West; thence along said Southerly right of way, S.88°56'02"E., 684.06 feet to the Northeast corner of the aforementioned BLOCK D, BIDWELL HEIGHTS SUBDIVISION, also being a point on the Westerly right of way of 29th Street West; thence along said Westerly right of way, also being the East boundary of said BLOCK D and it's Southerly extension, S.00°59'55"W., 631.37 feet to the aforementioned North line of the South half of right of way vacated in Official Records Book 1132, Page 243 as monumented; thence along said North line; the following two (2) courses: (1) N.88°50'17"W., 307.63 feet; (2) N.89°02'35"W., 375.32 feet to the POINT OF BEGINNING.



LOCATION MAP
NOT TO SCALE

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ARE BASED ON THE THE SOUTH RIGHT–OF–WAY LINE OF 19TH AVENUE WEST HAVING A GRID BEARING OF S88°56'02"E. THE GRID BEARINGS AS SHOWN HEREON REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM [WEST ZONE] NAD83 2001 ADJUSTMENT. THE COORDINATES FOR COB 1023 (PID D06907) AND COB 1024 (PID D06908) WERE USED TO VALIDATE THE PROJECT.
2. PORTIONS OF THIS SURVEY WERE UNDERTAKEN USING A GPS SURVEYING TECHNIQUE IN REAL TIME KINEMATIC MODE WITH CORRECTIONS PROVIDED BY THE FLORIDA PERMANENT REFERENCE NETWORK SITE "G STROOP". REDUNDANCY WAS ACHIEVED BY MULTIPLE OCCUPATIONS OF POINTS USING VARYING SATELLITE CONFIGURATIONS. OBSERVATIONS WERE MADE DURING TIME PERIODS WHEN FIVE OR MORE SATELLITES WERE AVAILABLE AND A PDOP OF LESS THAN FOUR WAS IN EFFECT
3. THE PROPERTY LIES WITHIN FLOOD ZONE "X", AS SHOWN ON FLOOD INSURANCE RATE MAP PANEL No. 12081C0302F REVISED 08/10/2021.
4. "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."
5. THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GOLDEN MEADOWS HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT–FOR–PROFIT IS RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER _____ OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
6. TOTAL ACREAGE OF SUBDIVISION CONTAINS 9.90 ACRES, MORE/LESS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

PURSUANT TO FLORIDA STATUTE 177.081, THE UNDERSIGNED, BRAD EDWARDS, AS VICE PRESIDENT OF LAND DEVELOPMENT OF AMH DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, FEE SIMPLE OWNERSHIP OF THE PROPERTY DESCRIBED HEREON AND HAS CAUSED THIS PLAT ENTITLED GOLDEN MEADOWS (f.k.a. JORDAN CREEK WEST) TO BE MADE AND DOES HEREBY DEDICATE THE FOLLOWING:

1. TO THE CITY OF BRADENTON FOR USE BY THE GENERAL PUBLIC FOREVER, THE FOLLOWING:

a) A PUBLIC UTILITY EASEMENT OVER ALL STREETS SHOWN ON THIS PLAT; TOGETHER WITH A (10) FOOT WIDE PUBLIC UTILITY EASEMENT LYING PARALLEL AND CONTIGUOUS WITH THE OUTSIDE PARAMETERS OF SAID STREETS FOR INSTALLATION, OPERATION AND MAINTENANCE OF PUBLIC WATER, AND WASTEWATER INFRASTRUCTURE FACILITIES AND METER MAINTENANCE, REPLACEMENT AND READING.

b) PUBLIC RIGHT OF WAY OVER ALL STREETS SHOWN ON THIS PLAT

c) NON–EXCLUSIVE EASEMENT OVER ALL "DRAINAGE EASEMENTS" SHOWN ON THIS PLAT.

IN WITNESS WHERE OF , THE COMPANY, HAS CAUSED THE CERTIFICATE TO BE EXECUTED THIS _____ DAY OF _____ , 2024.

BY: AMH DEVELOPMENT, LLC

BY: _____
BRAD EDWARDS
VICE PRESIDENT – LAND DEVELOPMENT

WITNESSES:

_____(SIGNATURE) _____(SIGNATURE)

_____(PRINT NAME) _____(PRINT NAME)

STATE OF _____)
COUNTY OF _____) SS

THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION WAS ACKNOWLEDGED BEFORE ME BY MEANS OF "(_)" PHYSICAL PRESENCE OR "(_)" ONLINE NOTORIZATION, THIS _____ DAY OF _____, 2024, BY BRAD EDWARDS AS VICE PRESIDENT OF LAND DEVELOPMENT OF AMH DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, ON BEHALF OF SAID COMPANY THE ABOVE NAMED PERSON IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION ID INDICATED.

_____
NOTARY PUBLIC–STATE OF _____

MY COMMISSION EXPIRES: _____ _____
(STAMP)

CERTIFICATE OF APPROVAL OF THE DIRECTOR OF PUBLIC WORKS AND UTILITIES

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

IT IS HEREBY CERTIFIED THAT A SURETY BOND HAS BEEN POSTED FOR THE ABOVE NAMED SUBDIVISION PLAT WITH THE CITY OF BRADENTON FOR A SUFFICIENT AMOUNT TO ASSURE COMPLETION OF ALL PUBLIC IMPROVEMENTS. THE AMOUNT OF THE BOND IS $_____ WHICH REPRESENTS 110% OF AN ENGINEERING COST ESTIMATE OF THE ABOVE PUBLIC IMPROVEMENTS THAT REMAIN BASED ON THE FINAL DEVELOPMENT PLAT.

APPROVED: _____ _____
DIRECTOR OF PUBLIC WORKS DATE
IRVIN LEE

CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA)
:SS
COUNTY OF MANATEE)

I, ANGELINA COLONNESO, CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FROM WITH ALL THE REQUIREMENTS OF THE STATUES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGES _____ THROUGH _____ PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THIS _____ DAY OF _____, 20__

_____
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND THE LAND USE REGULATIONS OF THE CITY OF BRADENTON, FLORIDA. THE GEOMATIC DATA HAS NOT BEEN VERIFIED..

_____ _____
DAVID CRONKHITE, P.S.M. DATE
CITY OF BRADENTON SURVEYOR
FLORIDA CERTIFICATION NO. 6078

CERTIFICATE OF APPROVAL OF THE CITY OF BRADENTON

STATE OF FLORIDA)
COUNTY OF MANATEE) SS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD AND ALL OFFERS OF DEDICATION ACCEPTED AND APPROVED BY THE COUNCIL OF THE CITY OF BRADENTON, MANATEE COUNTY, FLORIDA ON THIS _____ DAY OF _____ 2024.

ATTEST:

_____ _____
TAMARA MELTON, CITY CLERK GENE BROWN, MAYOR

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, PART I OF THE FLORIDA STATUTES AND THE MANATEE COUNTY LAND DEVELOPMENT CODE AND THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN INSTALLED. THE PERMANENT CONTROL POINTS, BENCHMARKS AND LOT CORNERS WILL BE INSTALLED AND CERTIFIED BY AN OFFICIAL AFFIDAVIT WITHIN ONE (1) YEAR OF THE RECORDING OF THIS PLAT OR PRIOR TO THE RELEASE OF THE IMPROVEMENT BOND.

DATE OF CERTIFICATION: _____

SIGNATURE: _____
KAVIN C. WILMOTT
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 6809
CERTIFICATE OF AUTHORIZATION # LB6982

ZNS ENGINEERING, L.C.
ENGINEERS, PLANNERS, SURVEYORS, LANDSCAPE ARCHITECTS
1023 MANATEE AVE. WEST, 7TH FLOOR, BRADENTON, FLORIDA 34205

EXHIBIT "D"
Final Plat – Golden Meadows (page 1)

EXHIBIT "D"
Final Plat – Golden Meadows (page 2)

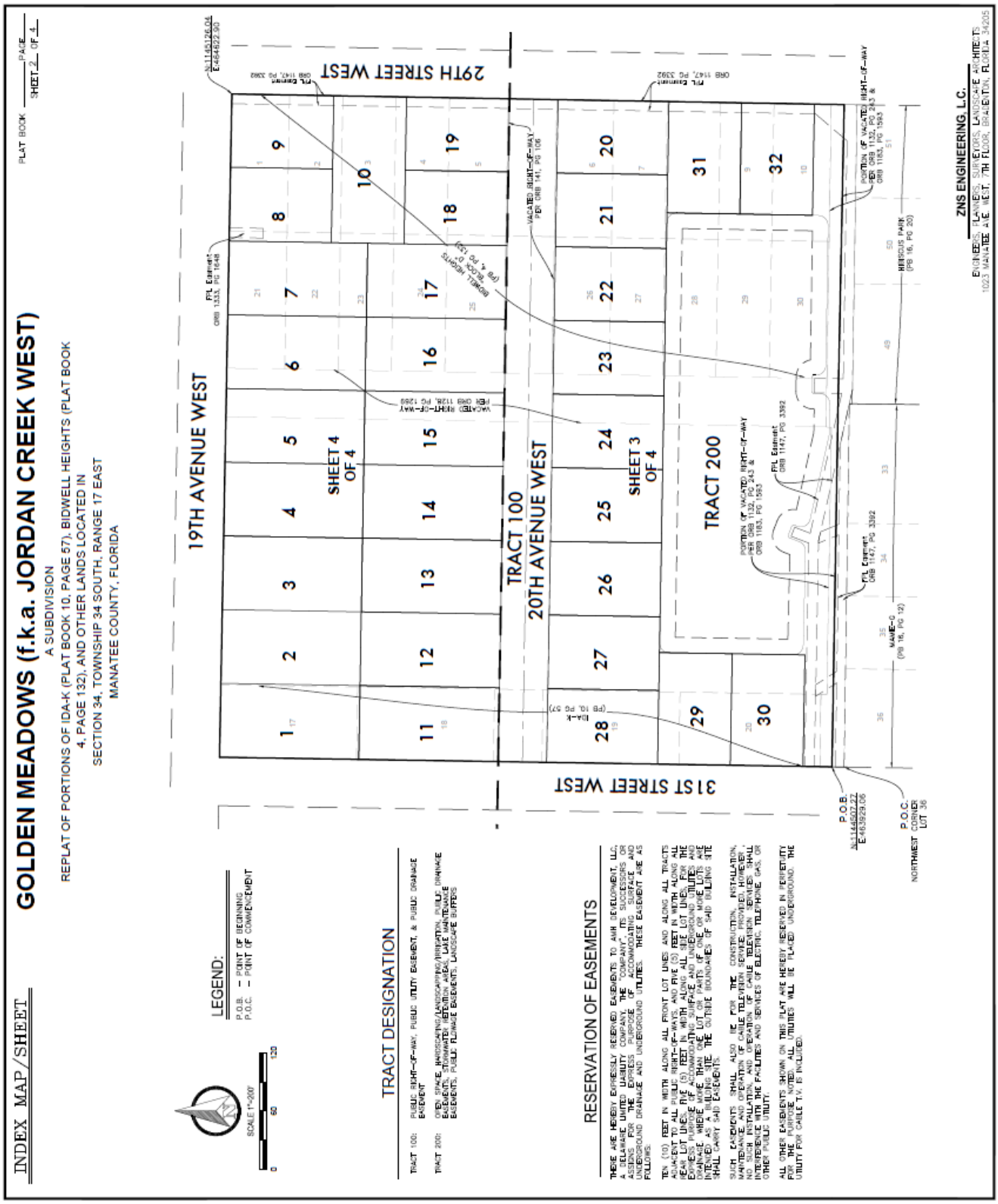


EXHIBIT "D"
Final Plat – Golden Meadows (page 3)

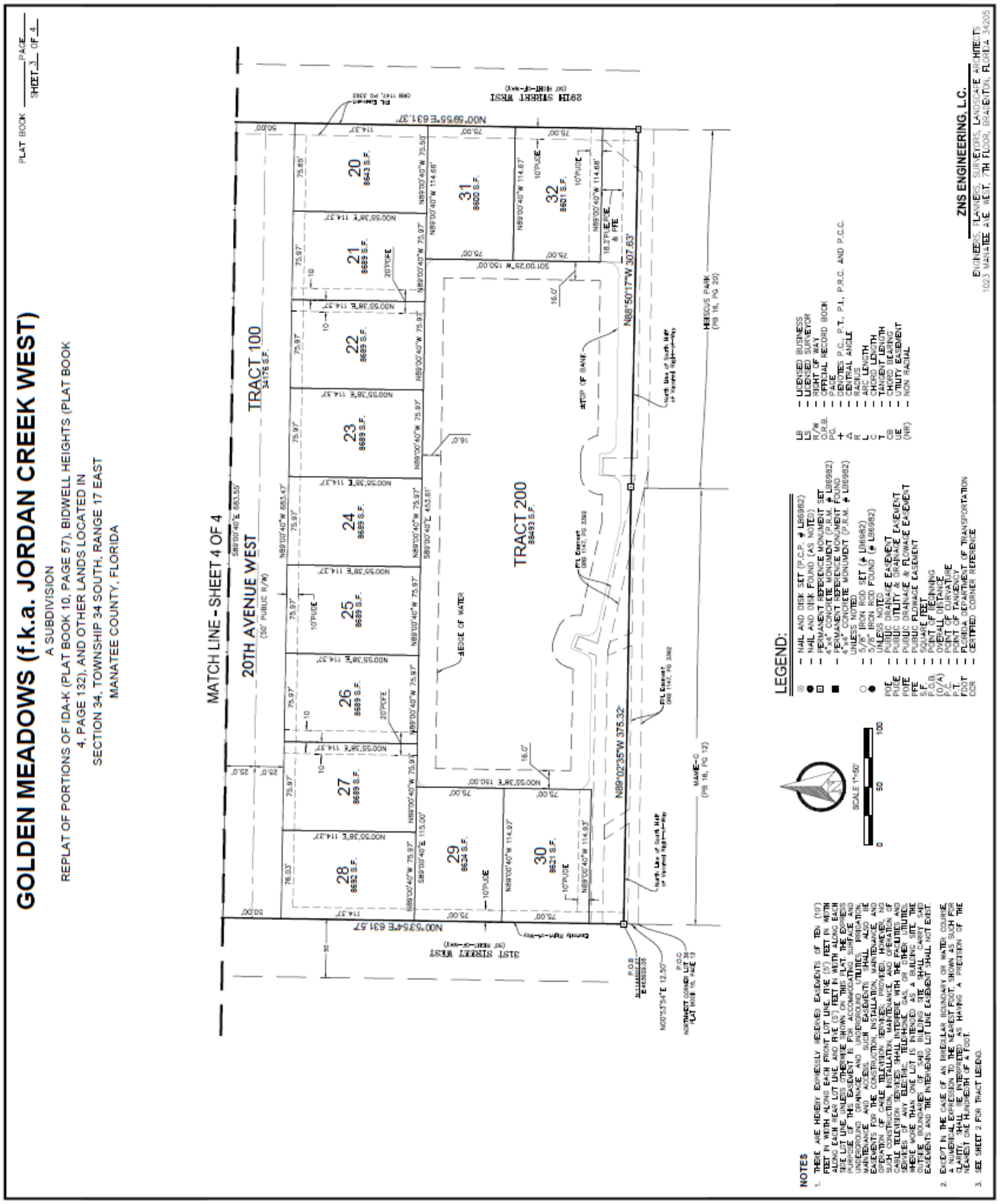
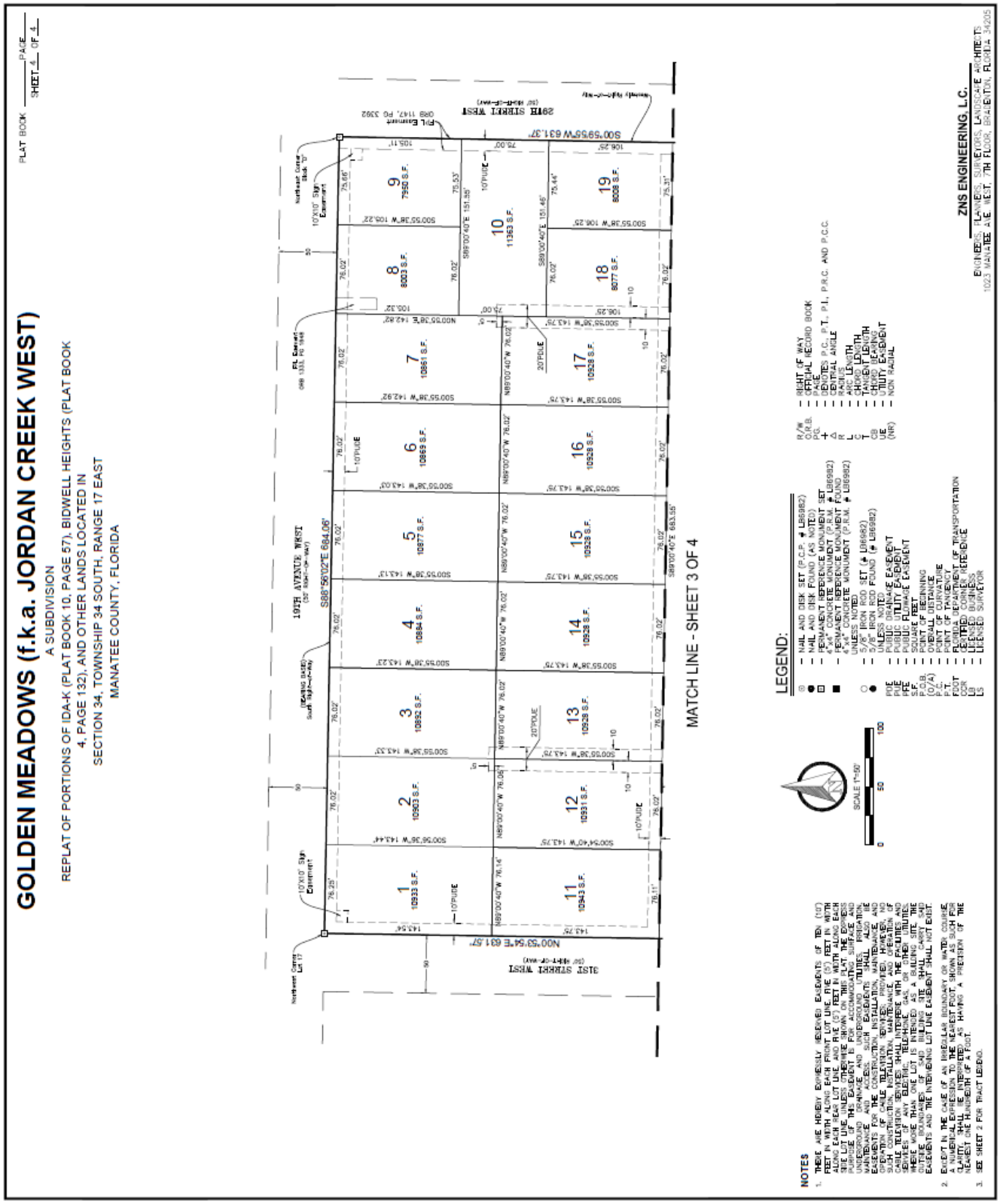


EXHIBIT "D"
Final Plat – Golden Meadows (page 4)



Survey & Mapping
Public Works & Utilities Department
Memorandum

TO: Matt Morris, Mary Stephens, Ben Shoemaker, Kavin Wilmott, David Lambert

FROM: David Cronkhite, PSM

Cc: Greg DeLong, Jamie Schindewolf, Kim Clayback, Dawn Jani

DATE: 14 October 2024

SUBJECT: Golden Meadows Plat Approval

I have reviewed the plat "Golden Meadows" and find the review comments have been addressed. This plat complies with Chapter 177 of the Florida Statutes and the City of Bradenton Land Use Regulations as it pertains to subdivision plats. Additionally, I have personally field inspected all of the Permanent Reference Monuments (PRMs) on October 14, 2024 and have found them to have been set in compliance with Chapter 177 of the Florida Statutes.



David Cronkhite, PSM
City Surveyor
City of Bradenton
David.Cronkhite@bradentonfl.gov

AGENDA ITEM NO. 6.v

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement with Florida High School for Accelerated Learning for School Resource Officer (SRO) Services

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Approval of agreement between the City of Bradenton and Florida High School Accelerated Learning to provide SRO services at Bradenton Bay Charter High School.

FINANCIAL IMPACT:
30% of salary or approximately $33,900.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved.

SUGGESTED MOTION:
Motion to approve the SRO agreement with Florida High School for Accelerated Learning.

ATTACHMENTS:
Agreement with Florida High School for Accelerated Learning

AGREEMENT BETWEEN FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee, INC. AND THE CITY OF Bradenton, FLORIDA RELATING TO SCHOOL RESOURCE OFFICER (SRO) SERVICES

THIS AGREEMENT by and between Florida High School For Accelerated Learning - Manatee, Inc., a Florida not for profit corporation, whose address is ALS Education, LLC., 5850 T.G. Lee Boulevard, Suite 345, Orlando, Florida 32822-4407, as bound to the terms and conditions of this Agreement by the actions herein of ALS Education, LLC, a Delaware limited liability company, which is financially and operationally responsible for the day-to-day management of the school referenced herein and bound by the terms of this Agreement, whose address is 5850 T G Lee Boulevard, Suite 345, Orlando, Florida 32822 (hereinafter collectively referred to as "ALS"), and the City of Bradenton, Florida, a municipal corporation, whose address is 101 Old Main St. W. 34205 Bradenton Fl. (hereinafter referred to as "City") and each represent as follows

WHEREAS, the Florida Legislature enacted the *Marjory Stoneman Douglas High School Public Safety Act* amending Section 1006.12, *Florida Statutes*, relating to safety school officers at each public school, which allows for the provision of School Resource Officer ("SRO") programs in public schools; and

WHEREAS, ALS desires the City to provide law enforcement personnel as an SRO to Bradenton Bay Charter High School Charter High School operated by ALS within the City Limits of the City of Bradenton; and

WHEREAS, the City is willing to partner with ALS to provide for available law enforcement personnel it currently has employed and may employ in the future; and

WHEREAS, ALS will operate a Florida charter school (Bradenton Bay Charter High School) located within the Manatee

County Florida Public School District and governed by Section 1002.33, *Florida Statutes*, and, as such, the school is part of Florida's program of public education and is recognized by statute as a public school (the "ALS School" herein); and

WHEREAS, Section 1002.33 (16)(a) 5, *Florida Statutes*, requires a charter school to be in compliance with provisions in Chapters 1000 through 1013, *Florida Statutes*, pertaining to student health, safety, and welfare; and

WHEREAS, Section 1002.33(16)(b) 8, *Florida Statutes*, requires a Charter School to be in compliance with Section 1006.12, *Florida Statutes*, relating to safe school officers; and

WHEREAS, Section 1002.33(16)(b) 9, *Florida Statutes*, requires a charter school to be in compliance with Section 1006.07(7), *Florida Statutes*, relating to threat assessment teams; and

WHEREAS, Section 1002.33(16)(b) 10, *Florida Statutes*, requires a charter school to be in compliance with Section 1006.07(9), *Florida Statutes*, relating to school environmental safety incident reporting; and

WHEREAS, Section 1002.33(16)(b) 11, *Florida Statutes*, requires a charter school to be in compliance with Section 1006.1493, *Florida Statutes*, relating to the Florida safe schools assessment tool; and

WHEREAS, Section 1002.33(16)(b) 12, *Florida Statutes*, requires a charter school to be in compliance with Section 1006.07(6)(c), *Florida Statutes*, relating to adopting an active assailant response plan; and

WHEREAS, Section 1002.33(16)(b) 13, *Florida Statutes*, requires a charter school to be in compliance with Section 943.082(4)(b), *Florida Statutes*, relating to the mobile suspicious activity reporting tool; and

WHEREAS, Section 1002.33(16)(b) 14, *Florida Statutes*, requires a charter

school to be in compliance with Section 1012.584, *Florida Statutes*, relating to youth mental health awareness and assistance training; and

WHEREAS, Section 1006.12, *Florida Statutes*, requires that 1 or more safe school officers be located at each school facility within each school district which school safety officer may be an SRO as recognized under the program established in Section 1006.12, *Florida Statutes*; and

WHEREAS, ALS desires to provide for the services of an SRO consistent with that in use by Manatee County Public School District under agreements between the School Board of Manatee County and the City of Bradenton under the provisions of Section 1006.12, *Florida Statutes*, which provides for an SRO program; and

WHEREAS, the City has agreed to provide a law enforcement officer to perform the duties of SRO at the ALS School; and

WHEREAS, the City and ALS agree that the provision of an SRO will enhance existing school safety initiatives in existence in the City of Bradenton and

WHEREAS, the City has internal Police Department personnel capable to enhance school safety initiatives in Manatee County Public Schools; and

WHEREAS, ALS has agreed with the City to have the City Police Department's designated personnel to be designated as the ALS School Safety and Security Specialist over the ALS School as authorized by Section 1006.07(6)(a), *Florida Statutes*; and

WHEREAS, the SRO placed at the ALS School shall be trained and monitored by the City's Police Department so as to maintain consistency with all City SROs; and

WHEREAS, uniformity in addressing the SRO school safety provisions and oversight by the City's Police Department will enhance uniformity and consistency in the

ALS School's compliance with other mandated statutory responsibilities pursuant to Section 1002.33, *Florida Statutes*, although the City shall not undertake or accept the obligations of ALS in terms of complying with controlling Florida law; and

WHEREAS, the City and ALS have determined that it shall serve the public interest to enter into this Agreement; and

WHEREAS, ALS shall at all times remains responsible for the safety and security of its students and faculty pursuant to Section 1002.33, *Florida Statutes*, and Section 1006, *Florida Statutes*.

NOW THEREFORE, in consideration of mutual covenants and promises between the Parties to this Agreement, the sufficiency of which is hereby acknowledged, the Parties each mutually agree as follows:

Section 1. Recitals. The above recitals set forth in the whereas clauses of this Agreement form and constitute a material part of this Agreement upon which the parties have relied.

Section 2. Term.

(a). The term of this Agreement shall be for the 2024-2025 school year (from August 12, 2024 until May 30, 2025, the date of signatures by the parties notwithstanding) and subject to annual appropriation by both parties and, if later determined applicable, approval by the School Board of Manatee County.

(b). ALS shall advise the City of the ALS School's calendar immediately upon its creation or amendment.

Section 3. Purpose and Intent of Agreement.

(a). An SRO Program is hereby established with ALS and the City for the ALS School to assist ALS with the compliance requirements of Section 1006.12, *Florida Statutes*, to provide for the protection and safety of school personnel, property, students, and visitors and to enhance school safety so that effective crisis preparedness and uniform response to threats to student safety, both real and threatened, within the school environment are addressed. It is also the purpose of this Agreement to provide an SRO consistent with the provision of this mandate adopted by Manatee County Public Schools to facilitate uniformity in compliance with all school safety requirements in Section 1002.33, *Florida Statutes*. It is agreed that the parties shall provide all necessary cooperation and assistance so as to facilitate this Agreement and achieve the goals set forth in this Agreement.

(b). Additionally, it is also the intent of this Agreement:

(i). To deter crime on or about school premises by the presence of a law enforcement officer, to enforce local, state, and federal laws, and to have enforcement officers available for presentations to students, faculty and parents concerning law enforcement, school safety, and related law enforcement subjects and foster better relations between students and law enforcement personnel. (ii). To enhance existing school safety initiatives in existence between all Manatee County Public Schools both traditional and Charter within the Manatee County School District and establish uniformity through the direction of the School Safety Director so that effective crisis preparedness

and uniform response to threats to student safety, both real and threatened, within the school environment are addressed.

Section 4. Duties of the City Relating to the ALS School.

(a), The operational hours of the ALS School are a morning session that runs from 7:00 a.m. to 12:00 p.m. (noon), with teachers taking a lunch period from 12:00 p.m. (noon) until 12:30 p.m., and a second session beginning at 12:30 p.m. and ending at 5:30 p.m. As such, both parties understand and agree that the SRO shall arrive at 6:45 a.m. and depart at 5:45 p.m., thereby resulting in a workweek of 55 hours. The parties understand and agree that time spent by the SRO attending court or involved in criminal cases arising from his or her assignment as an SRO, shall be considered as hours worked under this Agreement for ALS and, regardless of whether the arrest occurs on the ALS School campus or off the ALS School campus, such time spent attending court or involved in criminal cases shall be compensated time for the City with payment being made by ALS. Additional reporting and departure times, such as during summer school session, may be provided upon request of the ALS School as authorized by the City. The expectation of service is that a sworn law enforcement officer trained as an SRO will be on campus daily and provide continuous coverage during ALS School hours. In any event, whenever an SRO is not present at the ALS School campus and an incident occurs at the ALS School campus, the City shall bear no liability or responsibility of any type or nature and ALS shall assume any and all risks arising therefrom and, notwithstanding the provisions of Section 22, ALS shall fully discharge and indemnify the City against and all losses, claims, damages or any other liability occurring when an SRO

is not present on the ALS School campus and, further, ALS shall ensure that all insurance policies apply to and insure against any such incidents.

(b). The City shall provide from its Police Department an SRO who has full fitness for duty in order to be able to respond to crisis situations and who shall be supervised by City Police Department personnel, as follows:

(i). The SRO shall be assigned to the ALS School on a full-time basis as set forth above. In addition, the SRO may be requested to work for any significant public school-related activities at the request of the ALS School such as sporting events or other special school events, which time shall be treated and managed as an off-duty detail. Payment to the law enforcement officer will be made directly to the law enforcement officer by the City and reimbursed to the City within 30 days of receipt of the invoice in the amounts consistent with the City's off-duty detail rate. The City shall submit monthly invoices indicating the law enforcement officer's name, the date service was provided, and the rate of pay.

(ii). The SRO shall not be required at the ALS School on days on which students are not present to include teacher workdays and other holidays when ALS School staff is on campus, but students are not on campus or if on campus, not receiving educational instruction.

(iii). The SRO may be temporarily reassigned by the City during school holidays, vacations, or during a period of any law enforcement emergency.

(iv). The SRO shall perform the duties as defined in Section 1006.12, *Florida Statutes*, and as set forth in Exhibit "A" to this Agreement. (v). If the SRO is not able to be on the ALS School campus because of training, light-duty, FMLA, sick leave, personal time off, or administrative leave, the City will provide a sworn law enforcement officer that is fit for duty to cover the ALS School during required school hours. If the City is unable to fulfill this requirement, through the fault of the City, it will inform the ALS School in a timely manner,

and the City shall adjust its compensation and payment reimbursement invoice to the ALS School to reflect the service deficiency. Notwithstanding the requirements outlined herein, the requirements of this provision are not applicable during a critical event/incident where both parties agree upon the reallocation of mission-critical assets.

Section 5. Role and Duties of ALS.

(a). ALS shall provide to the SRO the following materials and facilities which are deemed necessary for the performance of his or her duties:

(i). A secure and private office located as close to the principal's or designee's office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment:

(A). Air conditioning.
(B). Computer with Internet access and VPN, or other connection type, required to connect to the City's network and access software programs and network resources.
(C). Desk and chair.

(D). 4-drawer legal locking file cabinet.

(E). 6-shelf bookshelf.

(F). 2 visitor chairs for counseling and interviews.

(G). 1 worktable.

(H). Office supplies as requested.

(I). Phone with local and long-distance calling capability.

(J). School email address.

(K). 1 large dry erase board.

(ii). A radio, if the ALS School is utilizing a frequency band not compatible with the SRO's City-issued radio.

(iii). Access to the School's student information systems, to include access to student information, for the purpose of minimizing juvenile delinquency and truancy and maintaining student safety. Any information obtained by the SRO through such access shall be maintained confidential pursuant to the *Family Educational Rights and Privacy Act* and Section 1002.22, *Florida Statutes*. The SRO shall only use the information made accessible to him or her by the School pursuant to this Agreement, for the purposes for which the disclosure was made. City acknowledges and agrees that the assigned SRO is not a "school official" pursuant to Section 1002.221, *Florida Statutes*, 20 *United States Code* Section 1232g, and the

Federal regulations issued pursuant thereto. A disclosure of unauthorized information by the SRO to any person or party of unauthorized confidential information may result in the immediate termination of SRO being assigned to the ALS School and may also result in the termination of this Agreement.

Section 6. Financing of the SRO Program; Payments.

(a). ALS shall provide funds to the City to cover a portion of the annual salary including benefits and overtime costs for the SRO for the services set forth herein. The sum, which provides for both sessions as described in this agreement, totals $96,906.02 and shall be broken into 4 payments of $24,226.51. All sums shall be payable in advance upon presentation of an invoice by the City to ALS in advance of the month of services commencing on August 12, 2024 notwithstanding the date of execution of this Agreement. Additional overtime will be paid directly to the SRO by the City and reimbursed to the City by ALS within 30 days of the date of an invoice issued by the City to ALS. The rate of reimbursement for working overtime shall be at the rate of actual costs, including employee benefits, of the individual working the overtime. A 3-hour minimum applies to any overtime incurred that is not a continuation of the SRO's standard duty day. Additionally, any request, which will result in the SRO traveling outside of Manatee County, must be in writing and submitted to the city in a reasonable advance time period and will require that a copy of the request be provided to the SRO's Police Department supervisor together with advance payment of any travel costs and expenses.

ALS Education SRO Budget Proposal- PROPOSED 2024-2025 - 1 FULL-TIME OFFICER

Personal Expenses	2024-2025
Regular Salary	71,602.96
FICA	5,477.63
Retirement	20,285.12
Benefits	15,963.93
Total Personnel Expenses	113,329.64
70% Cost of Personnel	79,330.75
Manadatory Overtime	
2 hours/day for 180 days per year (Estimated)	
$48.8202/hour//$97.6404/day	17,575.27
TOTAL COST	$ 96,906.02
ALS 70% share +100% Overtime Cost	$ 96,906.02

Four payments $ 24,226.51

	Rate of Pay per Contract	Annual Salary	Holiday Pay	Total Salary	28.33% Retirement	0.0765 FICA	0.043 W/C	Hospital	Total
Employee									
TBD Officer- Estimated Salary	32.5468	67,697.34	3,905.62	71,602.96	20,285.12	5,477.63	3,078.93	12,885.00	113,329.64

(b). ALS shall monitor hours of coverage by having each SRO sign in and out at the assigned school, showing all times of arrival and departure for and during each day of work.

(c). ALS shall fund the tuition of 1 SRO to attend the yearly Florida Association of SROs (FASRO) conference.

(d). The City shall cover the costs of equipment and required training for the SRO except for tuition for the FASRO conference. The SRO shall, at a minimum, be equipped with a patrol vehicle, a personal weapon, a radio that meets City standards and requirements only, and such equipment normally issued by the City Police Department to its Police Officers.

(e). The SRO shall undergo criminal background checks, drug testing, and a psychological evaluation, as outlined in Section 1006.12 (1)(c), *Florida Statutes*, and be a certified law enforcement officer, as defined in Section 943.10(1), *Florida Statutes*. The

ALS School recognizes that the City's Police Department may have additional non statutory training requirements for officers assigned as an SRO, which training may or may not be completed prior to the beginning of the 2024-2025 school year.

(e). The City shall ensure that the SRO is employed by the City's Police Department and maintains the powers and duties of a sworn law enforcement officer during his or her tenure as the ALS School's SRO.

Section 7. Employment Status of SRO. The SRO shall remain an employee of the City and is not an employee of ALS or the Manatee County School District. ALS and the City acknowledge that the SRO shall remain responsive to the chain of command of the Bradenton Police Department. The Collective Bargaining Agreement between the City of Bradenton and the Florida Police Benevolent Association, along with, the City Personnel Policy shall govern personnel issues as appropriate.

Section 8. Appointment and Training of SROs.

(a).
The City's Chief of Police shall have sole discretion over the appointment of the SRO. The appointment shall be made in accordance with City policy.

(b). The SRO will receive the following training:

(i). As determined by the City's Chief of Police, selected SROs will attend the annual Florida Association of SROs (FASRO) Conference, as well as other applicable seminars and schools in order to keep abreast of the current curriculum and issues related to SRO programs. The city will pay for all travel costs associated with FASRO. If ALS requests the SRO attend specific training, ALS shall be responsible for all costs of the associated training including registration, travel and food. The training must be approved by the City.

(ii). The SRO is required to attend the law enforcement agency's scheduled in-service training to meet the yearly retraining requirements of the Florida Department of Law Enforcement and the Police Department. SROs will
coordinate training dates with the ALS School.

(iii). The SRO shall notify the ALS School as soon as he or she becomes aware of the scheduled training. SROs assigned to special units may participate in more frequent training and prolonged absences. In the event the SRO must leave campus for more than 3 successive days for training, the City shall provide an interim SRO.

Section 9. Dismissal of SRO; Replacement.

(a).

In the event that ALS feels that the SRO is not effectively performing his or her duties and responsibilities, as outlined in Section 1006.12, *Florida Statutes*, ALS shall recommend to the City that the SRO be removed from the school and shall state the reasons for removal in writing to the Chief of Police.

(i). Upon receipt of such recommendation from ALS, the Chief of Police, or designee, shall meet with the SRO and his or her immediate supervisors to mediate or resolve any problems which may exist. At such meeting, specified members of the staff of the ALS School, may be required to be present.

(ii). If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO shall be removed from the ALS School and a replacement assigned to the ALS School.

(iii). In the event mediation is not sought by the City, then the SRO shall be removed from the ALS School and a replacement assigned to the ALS School.

(iv). The Chief of Police may, at any time, dismiss or reassign an SRO based upon City rules and regulations.

(v). In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of long-term absences by a SRO, the City will provide a temporary or permanent replacement.

Section 10. Public Records Act/Chapter 119, *Florida Statutes*, Requirements.

(a).

(i). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(ii). Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law. (iii). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of ALS upon termination of the contract and destroy any duplicate public records that are exempt or confidential and

exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(c). If ALS does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

(d). Failure by ALS to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. ALS shall promptly provide the City with a copy of any request to inspect or copy public records in possession of ALS and shall promptly provide the City with a copy of ALS' response to each such request.

Section 11. Default. If any party is found to be in default of any terms or provisions of this Agreement, the party not in default must notify the defaulting party of the default in writing. Said default shall be remedied or brought into compliance by the defaulting party within 10 days receipt of the default notice. In the event the defaulting party fails to timely correct or remedy the event of default, unless the time to cure period is extended in writing by the non-defaulting party, the non-defaulting party may declare the Agreement in default and pursue any remedy available by law or equity against the defaulting party. Each party waives the right to dispute resolution pursuant to Chapter 164, *Florida Statutes*.

Section 12. Termination of Agreement. This Agreement may be terminated by either party upon a 30-day written notice that any other party has failed to substantially

perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon a 30-day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the City for all services performed to the date of termination. ALS shall be entitled to prorated refund for any time SRO services are not provided due to the termination of this Agreement.

Section 13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and Agreements between the parties relating to the subject matter of this Agreement.

Section 14. Construction of Agreement. This Agreement has been fully reviewed and approved by the parties hereto and their respective counsels. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

Section 15. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 16. Modification. This document constitutes the full understanding of the Parties and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

Section 17. Severability. If any provision, term or clause of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, shall be severable, the remainder continuing in full force and effect, but only to the extent that the

remainder does not become unreasonable or otherwise contrary to the purpose and intent of this Agreement.

Section 18. Non-Assignment. This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of ALS and the City is obtained.

Section 19. Compliance with Laws and Regulations: In performing under this Agreement, the parties, shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any material violation of said law, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement.

Section 20. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

Section 21. No Public Rights Created. Nothing herein shall create or be construed to be created any rights in and/or for the benefit of the general public, except as may be expressly permitted by the grantee.

Section 22. Indemnification; No Waiver of Sovereign Immunity; Insurance.

(a). Except as otherwise provided herein, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when the employees are acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of this Agreement. Neither party waives sovereign immunity or any rights or limits to liability existing under Sections 768.28, and 1002.33, *Florida Statutes*. The City is protected by sovereign immunity and that is a central part of its risk management program. ALS shall, indemnify, defend and hold the City harmless and from and against any and all claims, of whatsoever type or nature, demands, obligations, liabilities, penalties, fines, charges, costs and expenses, all of whatsoever type or nature, including, but not limited to, attorney's fees, costs and expenses for the defense thereof, arising from any and all occurrences in or on or about the ALS School and from ALS's activities thereon of whatsoever type or nature. ALS hereby agrees to defend, indemnify and hold harmless, the City, its agents, officers, employees and servants from any and all claims, suits, causes of action or any claim whatsoever made or howsoever arising from any claims for damages to property or injuries to (or death of) persons which may be occasioned by any activity carried on by ALS, or its officers, employees or agents, at the ALS School or at any other location. ALS understands and agrees that neither the City nor any City representatives have accepted, or will accept, liability under any theory of liability known or unknown. In addition to the obligation to indemnify, insure and defend the City, ALS covenants not to sue the City or participate in the prosecution of any lawsuit or claim against the City.

(b). ALS shall procure and maintain insurance with minimum coverages of the following amounts and types and list the City as additional Insured and provide the City with a certificate of insurance relative thereto as determined by the City's Risk Manager: (i). Workers Compensation/Employer Liability: Worker's

Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and $3,000,000 for Employer's Liability.

(ii). Comprehensive General Liability: Coverage for all operations including, but not limited to, contractual, products, complete operations, and personal injury. Commercial General Liability is to include premises/operations liability, products and completed operations coverage, and independent contractor's liability or owner's and contractor's protective liability. The limits will not be less than $2,000,000 Combined Single Limit (CDL) or its equivalent. (iii). Comprehensive Automobile Liability: Complete coverage for owned and non-owned vehicles for limits not less than $2,000,000 CSL or its equivalent.

(iv). Professional Liability: Coverage for all professional services performed. The limits will not be less than $2,000,000 CSL or its equivalent.

(v). Sex Abuse Liability: Coverage with limits not less than $1,000,000 CDL or its equivalent.

(c). This Section shall survive the termination of this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

Section 23. Force Majeure. Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire caused by nature, hurricane earthquake, accident, flood, acts of God, or by reason of any other matter or condition caused by nature and beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

Section 24. Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

Section 25. Applicable Law, Venue, and Waiver of Jury Trial. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. The venue of all actions shall be Manatee County, Florida. Each party waives the right to a jury trial.

Section 26. Good Faith. ALS and the City, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between ALS and the City.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by there in proper officers on the day and year written below.

SIGNATURE BLOCKS FOLLOW:

ATTEST: **ALS EDUCATION, LLC, a Delaware limited liability company, for itself and for and on behalf of Florida High School For Accelerated Learning - Manatee, Inc.**

Charles Finch
Director of Safety and Security

Jeffrey Dilley
CFO

STATE OF FLORIDA)

COUNTY OF ORANGE)

I Hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared of Charles Finch and Jeffery Dilley Florida High School for Accelerated Learning - Manatee, Inc, and they acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and they are personally known to me or provided _____ as identification. **Witness** my hand and official seal in the County and State last aforesaid this 3rd day of October 2024.

(Affix Notary Seal)

JEANETTE RODRIGUEZ
Notary Public-State of Florida
Commission # HH 268071
My Commission Expires
June 30, 2026

Notary Public; State of Florida
Printed Name: Jeanette Rodriguez

ADDITIONAL SIGNATURE BLOCK FOLLOWS:

ATTEST: **CITY OF Bradenton, FORIDA**

Rob Perry
City Administrator

Melanie Bevan
Chief of Police

Gene Brown
Mayor

EXHIBIT "A"
SRO DUTIES AND RESPONSIBILITIES

In addition to the routine duties and responsibilities of a City Police Officer, an SRO, will have the following specific duties and responsibilities.

(1). The SRO shall at all times perform his or her duties in accordance with City of Bradenton Police Department standard operating procedures.

(2). The SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his or her position as a Police Officer while assigned to the SRO program.

(3). The SRO shall be responsible for the City Police Department in all matters relating to employment, except those activities conducted by the SRO which are part of the regular school instructional program shall be under the direction of the ALS School.

(4). The SRO shall record his or her service time on campus.

(5). The SRO shall perform such duties as directed by the City's Police Department.

(6). The SRO shall contact no students during school hours in conjunction with a criminal investigation of any nature without notice first being given to the ALS School. Any such contacts will be conducted in accordance with the Bradenton Police Department standard operating procedures.

(7). The SRO will interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is in attendance. The expectation is that the SRO will roam the ALS School premises, check perimeters, and remain unpredictable.

(8). The SRO will consult with the ALS School and the City's Police Department regarding procedures for emergency drills and actual emergencies, including but not limited to, fires, natural disasters, hostage or active assailant situations, and bomb threats.

(9). The SRO will be given sufficient time at the beginning of the ALS School year and quarterly to participate in training conducted for school administrators, faculty, staff, and students on safety matters such as School Crises and Emergency plans, bomb threat(s) procedures, active threats, hostage or active assailant situations, workplace violence, bomb lockdowns and barricades, school evacuation procedures and other school safety matters as determined by ALS. A reasonable amount of time will also be provided quarterly for the SRO to provide relevant school safety training to school staff. The SRO shall provide the necessary training.

(10). The SRO will assist with training and assist the ALS School administration with conducting lockdown and/or evacuation drills during the ALS School year as scheduled by the Principal. The SRO will also assist in completing after-action reports to document emergency drills and real-world incidents.

(12). The SRO shall assist in the completion of the Florida Department of Education, Florida Safe Schools Assessment Tools: School Security Risk Assessment.

(13). The SRO shall participate as a member of the ALS School Threat Assessment and Safety Team pursuant to Section 1006.07(7), *Florida Statutes*, the ALS School's Emergency Response Planning Team, and, if applicable, take an active role in the ALS School's Safety Patrol Program, if any exists.

(14). The SRO will serve as a referral resource for students, faculty, and parents to community agencies.

(15). The SRO will serve as a law enforcement resource person to the ALS School administration.

(16). The SRO will assist the ALS School in developing plans and strategies for the prevention and control of dangerous situations at the ALS School.

(17). The SRO will coordinate activities with the ALS School guidance department to identify services and/ or resource materials for those students who exhibit indications of early delinquent behavior or are truant.

(18). The SRO shall participate in classroom teaching activities as requested by the ALS School. The SRO will be given appropriate classroom time for approved Juvenile Intervention and Crime Reduction programs.

(19). At the ALS Schools' request, the SRO shall attend meetings of the ALS School faculty, student council, parent-teacher organization, and other such school-based meetings that occur during the workday. The SRO shall attend all meetings and training scheduled by the City's Police Department.

(20). The SRO shall be informed of any situation occurring on school grounds that the ALS School believes to be a violation of the law or criminal in nature.

(21). The SRO and ALS School shall work together to keep each other informed during all criminal investigations, if not prohibited by law or City Police Department's policy.

(22). The SRO shall communicate with the ALS School when determining whether a student arrest will be made or if there is an alternative solution to the incident, which

would still be following Florida law. The final decision for whether to arrest or not to arrest will be with the law enforcement officer on scene at the incident.

(23). The SRO shall be familiar with any applicable student conduct and disciplinary code and policies related to criminal activities committed by students or faculty. The SRO will also be familiar with applicable criteria for assigning a student who commits a petty act of misconduct to a school-based intervention program. If a student's assignment is based on a non-criminal offense, the student's participation in a school based intervention program may not be entered into the Juvenile Justice Information System Prevention Web.

(24). All sworn statements from the ALS School administrator(s), teacher(s) and other staff members related to an incident where law enforcement action was deemed to be appropriate must be provided to the SRO prior to the end of the day that the incident or event occurred.

(25). The SRO is expected to conduct regular safety, and security checks, including but not limited to classroom locked door compliance, visitor management digital check in process, and emergency drill compliance and reported them to his or her supervisory personnel if they cannot be resolved or corrected promptly.

(29). The SRO will assist the ALS School in assuring faculty and student readiness for all potential hazards and critical incidents.

(30). The primary responsibility of the SRO is the safety of all students, staff, and school property and to provide emergency response and stabilization of critical school incidents.

(31). The following additional duties and responsibilities shall apply if the assigned law

enforcement officer is required by the City's Police Department to utilize a body-worn camera in the normal course of his or her business:

(i). The City shall have a clearly defined body-worn camera policy, which shall address its use in the ALS School, a copy of which shall be provided to ALS.

(ii). The use of the body-worn camera is for use solely when the officer is performing law enforcement functions on campus. The body worn cameras are not to be left on for continuous recording and will only be activated when the law enforcement officer is performing a law enforcement function on campus.

(iii). The City must have clearly articulated standards for secure evidence storage and preservation.

(iv). The City is responsible for having the law enforcement officer participate in ongoing agency training pertaining to equipment use, and compliance with applicable laws concerning the use of the body worn cameras.

(v). The law enforcement officer will document the use of the body worn camera by use of agency case reference or another method when the body worn camera is used within the ALS School and provide to his agency supervisor such documentation upon request and as authorized by law.

(vi). The law enforcement officer shall not release any body camera recording, except as strictly authorized by law and in accord with City policy.

(32). The SRO is also expected to promote and inform the ALS School of the City's school safety division mission, projects and campaigns.

(33). The SRO will notify the ALS School of the following which occur on ALS School grounds, during ALS School transportation to the extent directly know by the SRO, or during ALS School-sponsored activities to the extent that the SRO may be made aware of them: lockdowns, uses of force that exceed a routine takedown or redirection, felony arrests on campus, massive school disruptions, medical emergencies, weapons possession or use when there is intended harm toward another person; hostage or active assailant situations; murders, homicides, or manslaughters; sex offenses including, but not limited to, rape, sexual assault or sexual misconduct with a student by school personnel; any involuntary examination, as defined in Section 394.455, *Florida Statutes*, which are initiated at the ALS School, on ALS School transportation, or at an ALS School-sponsored activity by the SRO and any events that could cause reasonably cause public concern or attention as determined by the City.

(34). If the SRO evaluates a minor student as possibly meeting criteria for involuntary treatment pursuant to Section 394.451, *Florida Statutes*, et sequentia (the *Baker Act*), the SRO will follow City policy in deciding whether to proceed with implementing *Baker Act* proceedings, or alternatively, and only if consistent with City procedure and policy, allowing the student's parents or legal guardian to take custody of the student in exchange for written confirmation from the parent/guardian that the student will be provided with an immediate professional mental health evaluation. Alternatives to initiating a *Baker Act* proceeding should not be employed if the SRO does not believe that the parent will follow through with mental health evaluation, or if the SRO believes

that the minor student is in extreme crisis. Prior to initiating any *Baker Act* and transporting a student to a facility for an involuntary examination pursuant to Section 394.463, *Florida Statutes*, the SRO will notify the ALS School so that the ALS School has the opportunity to make a reasonable attempt to notify the student's parent, guardian, or other known emergency contact whom the student's parent or guardian has authorized to receive notification of an involuntary examination. This does not negate the SRO's responsibility for parental notification requirements pursuant to City policy.

AGENDA ITEM NO. 6.w

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA24-14

SUGGESTED ACTION: Approve Budget Adjustment BA24-14

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

FINANCIAL IMPACT:
Use of carry forward funds and contingency funds for forfeiture accounts.

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA24-14.

ATTACHMENTS:
Budget Adjustment BA24-14

RESOLUTION NUMBER BA24-14

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2023-2024 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City's Police Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of recording budget funds for Forfeiture Seizure and Second Dollar accounts based on actual revenue and expenditures.

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

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 6TH DAY OF NOVEMBER 2024.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

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

Budget adjustments MUST balance

Requested by: Melanie Bevan-Chief of Police

For: 2023-2024 Year End Budget Adjustments

Date: 11/6/24

Budget Adjustment #: BA-24-14

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

Explanation for Adjustment: To record budget funds for Forfeiture Seizure and Second Dollar accounts based on actual revenue and expenditures.

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

Account Number: 15002 351510
Line item description: Law Enforcement Education fo Criminal Justice Education Fund Revenue

Increase (in $):9,759. Decrease (in $):

Account Number: 15052100 555000
Line item description: Law Enforcement Education for Criminal Justice Education Fund Expenditure

Increase (in $): 11,005. Decrease (in $):

Account Number: 15002 369150
Line item description: Cash Carry Forward-Criminal Justice Education Fund

Increase (in $): 1,246. Decrease (in $):

Account Number: 15102 369827
Line item description: BPD Explorer Fund Revenue

Increase (in $): 3,995. Decrease (in $):

Account Number: 15152100-551300
Line item description: BPD Explorer Fund Expenditure

Increase (in $):7,915 Decrease (in $):

Account Number:15102-369150
Line item description:Cash Carry Forward-Explorer Fund

Increase (in $): 3,920. Decrease (in $):

Account Number: 15202 369815
Line item description: BPD Fed. Forfeiture Fund-Revenue

Increase (in $): 35,595. Decrease (in $):

Account Number:15258100 599100
Line item description: Reserve for Contingencies-BPD Fed. Forfeiture

Increase (in $): 30,615.. Decrease (in $):

Account Number: 152152100-551800
Line item description: BPD-Fed. Forfeiture Fund Expenditures

Increase (in $): 4,980. Decrease (in $):

Account Number: 15302-369800
Line item description: BPD-State Forfeiture-Revenue

Increase (in $): 13,058. Decrease (in $):

Account Number: 15352100-551500
Line item description: BPD-State Forfeiture-Expenditures

Increase (in $): 127,704. Decrease (in $):

Account Number:15302-369150
Line item description: Cash Carry Forward State Forfeiture

Increase (in $): 114,646. Decrease (in $):

Account Number: 15402 369825
Line item description: BPD Abandoned Property-Revenue

Increase (in $): 3. Decrease (in $):

Account Number: 154 52100 551600
Line item description: BPD Abandoned Property-Expenditures

Increase (in $): 20,774. Decrease (in $):

Account Number: 15402-369150
Line item description: Cash Carry Forward Abandoned Property Fund

Increase (in $): 20,771. Decrease (in $):

Approved by:

_____
Department Head / Manager

_____
City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.x

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Real Time Crime Center Grant Acceptance from the Department of Justice (DOJ)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The City of Bradenton was awarded $750,000 from the Department of Justice (DOJ). The award number is 15JCOPS-24-GG-02150-TECP.

FINANCIAL IMPACT:
$750,000 Grant Funding

SUGGESTED MOTION:
Motion to accept the grant funding from the Department of Justice.

ATTACHMENTS:
DOJ Grant Award 15JCOPS-24-GG-02150-TECP

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF BRADENTON 101 12TH ST W
City, State and Zip:	BRADENTON, FL 34205
Recipient UEI:	P3FLJ98L86V8

Project Title: Real Time Crime Center for City of Bradenton Police Department	**Award Number:** 15JCOPS-24-GG-02150-TECP
Solicitation Title: FY24 COPS Technology and Equipment Program Invitational Solicitation	
Federal Award Amount: $750,000.00	**Federal Award Date:** 9/30/24
Awarding Agency: Office of Community Oriented Policing Services	
Funding Instrument Type: Grant	
Opportunity Category: D **Assistance Listing:** 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 3/9/24	**Project Period End Date:** 3/31/26
Budget Period Start Date: 3/9/24	**Budget Period End Date**: 3/31/26

Project Description:

The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading “Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment” in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.

Award Letter

September 30, 2024

Dear Melanie Bevan,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF BRADENTON for an award under the funding opportunity entitled 2024 FY24 COPS Technology and Equipment Program Invitational Solicitation. The approved award amount is $750,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF BRADENTON

UEI
P3FLJ98L86V8

ORI Number
FL04102

Street 1
101 12TH ST W

Street 2

City
BRADENTON

State/U.S. Territory
Florida

Zip/Postal Code
34205

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
9/30/24

Award Type
Initial

Award Number
15JCOPS-24-GG-02150-TECP

Supplement Number
00

Federal Award Amount
$750,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2024 FY24 COPS Technology and Equipment Program Invitational Solicitation

Awarding Agency
COPS

Application Number
GRANT14142257

Grant Manager
VERLENA BRAXTON

Phone Number
202-598-3920

E-mail Address
VERLENA.BRAXTON@USDOJ.GOV

Project Title
Real Time Crime Center for City of Bradenton Police Department

Performance Period Start Date
03/09/2024

Performance Period End Date
03/31/2026

Budget Period Start Date
03/09/2024

Budget Period End Date
03/31/2026

Project Description

The FY24 COPS Office Technology and Equipment Program (TEP) provides grants to state, local, Tribal, territorial, and other entities to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The goal of the program is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide funding for projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. Funding shall be used for the projects, and in the amounts, specified under the heading “Community Oriented Policing Services, Technology and Equipment Community Projects/COPS Law Enforcement Technology and Equipment” in Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 118-42.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/7/24 7:04 PM

Comments
No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	$0	$0	$0	no value
Civilian or Non-Sworn Personnel:	$0	$0	$0	no value
Travel:	$0	$0	$0	no value
Equipment:	$734,400	$0	$734,400	no value
Supplies:	$0	$0	$0	no value
SubAwards:	$0	$0	$0	no value
Procurement Contracts:	$0	$0	$0	no value
Other Costs:	$15,600	$0	$15,600	no value
Total Direct Costs:	$750,000	$0	$750,000	no value
Indirect Costs:	$0	$0	$0	no value
Total Project Costs:	$750,000	$0	$750,000	no value
Federal Funds:	$750,000	$0	$750,000	100.00%
Match Amount:	$0	$0	$0	0.00%
Program Income:	$0	$0	$0	0.00%

Budget Category
Sworn Officer
Civilian Personnel

Travel
Equipment
Supplies
SubAwards
Procurement Contracts
Other Costs
Indirect Costs

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Other Award Documents

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 3
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 4
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 5
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner’s Manual for a full text of the contract provisions.

Condition 6
Award Owner’s Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

Condition 7
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 8
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient’s employees must not engage in:
(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award
or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial
actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB
Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency
may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C.
7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this
appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the
conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB
Guidelines to Agencies on Government-wide Debarment and Suspension
(Nonprocurement),'' as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing
requirements.
Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms ‘‘severe forms of trafficking in persons,’’ ‘‘commercial sex act,’’ ‘‘sex trafficking,’’ ‘‘Abuse or threatened abuse of law or legal process,’’ ‘‘coercion,’’ ‘‘debt bondage,’’ and ‘‘involuntary servitude’’ have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 9
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 10
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or

liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 11
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward
described in paragraph (a)(1) of this award term to the Federal Funding Accountability
and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or
exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
2025, the executive total compensation must be reported by no later than December 31,
2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds
$30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts
(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
(iii) The public does not have access to information about the compensation of the executives through periodic reports

filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
(c)(1) of this appendix. The recipient is required to submit this information to the
Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and
(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 12
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 13
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 14
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 15
Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

Condition 16
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is

to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 17
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 18
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 19
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 20
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 21
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about

registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined
in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 22
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 23
Criminal Intelligence Systems: Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. At the time of application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

Condition 24
Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 25
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 26
Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 27
Buy America Preference
Recipients of an award of Federal financial assistance for the construction, alteration, maintenance, or repair of infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:
(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and (3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b)For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the

draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers.
When necessary, recipients may apply for, and the Office of Community Oriented Policing Services (COPS Office) may grant, a waiver from these requirements.

The COPS Office may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

(1) applying the Buy America Preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. If requested, the COPS Office will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Recipients do not need to obtain a waiver of the Buy America Preference requirements from the COPS Office if they will use only iron, steel, manufactured products, and construction materials that meet the criteria as specified above for the project.

If a recipient determines a waiver is necessary, an application for a waiver should be submitted as soon as possible and provide detailed information to expedite the COPS Office’s review. Recipients agree not to obligate, expend or draw down funds for infrastructure projects or activities unless they comply with the Buy America Preference requirements or request and obtain a waiver of the requirements from the COPS Office.

If you have any questions about this requirement or requesting a waiver of the requirement, please contact your COPS Office Program Manager at 800-421-6770.

Condition 28
Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers, January 25, 2021.

Condition 29
Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient’s COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 30

Community Policing: Community policing activities to be initiated or enhanced by your agency were identified and described in your award application. All equipment, technology, training, and civilian positions awarded under your agency's COPS Office award must be linked to the implementation or enhancement of community policing. 34 U.S.C. § 10382 (c)(10).

Condition 31
Compliance with National Environmental Policy Act and related statutes: Upon request, the recipient must assist the COPS Office in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the recipient agrees to determine if new construction or renovation or remodeling of a property will be funded by the grant, and if so, agrees to comply with all NEPA requirements prior to obligating, expending, or drawing down award funds for any award purposes. The recipient understands and agrees that complying with NEPA may require the preparation of an environmental study, including an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS), as directed by the COPS Office. The NEPA compliance process may take several months to complete. 42 U.S.C. §§ 4321 et seq.

Condition 32
Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 33
The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 34
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 35
Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 36
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 37
Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 38

State Information Technology Point of Contact: The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to https://it.ojp.gov/technology-contacts.

Condition 39
Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2024, Public Law 118-42, Division C, Title V, Section 527.

Condition 40
Contracts and/or MOUs with Other Jurisdictions: Items funded under this award must only be used for law enforcement activities or services that benefit your agency and the population that it serves and cannot be utilized by other agencies unless the items benefit the population that your agency serves.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	Hugh T. Clements	9/19/24 2:18 AM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official) no value

Declaration and Certification (Government Executive/Financial Official) no value

AGENDA ITEM NO. 6.y

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: FDEP Adaptation Plan Grant Agreement

SUGGESTED ACTION: Approval for the City to enter into the agreement with FDEP for an Adaptation Plan and for the Mayor to sign the agreement on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Adaptation Plan is an extension of the Vulnerability Assessment the City currently has underway. The VA provided for 10 projects to be prioritized for short term resiliency improvements; the Adaptation Plan will prioritize the remainder of the projects in the VA, giving the City a roadmap to resiliency and storm hardening priorities as well as allowing the opportunity for future funding through the FDEP Resiliency Program.

FINANCIAL IMPACT:
The project is being fully funded through a FDEP Resiliency grant.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the grant and had no objections.

SUGGESTED MOTION:
Motion to approve the agreement with FDEP for an Adaptation Plan and for the Mayor to sign the agreement on behalf of the City.

ATTACHMENTS:

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Bradenton Adaptation Plan**
Agreement Number: **24PLN41**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bradenton** Entity Type: **Local Government**

Grantee Address: **101 Old Main Street Bradenton Florida 34205** FEID: **59-6000283** (Grantee)

3. Agreement Begin Date: **07/01/2023**
Date of Expiration: **06/30/2026**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Manatee County**

Project Description: **The project will complete an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook.**

5. Total Amount of Funding: **$ 80,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**FY 23-24 GAA Line Item #1820**	$ **80,000.00**
☐ State ☐Federal		$
☒ Grantee Match		$ **40,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **120,000.00**

6. Department's Grant Manager

Name: **Saed Johnson** or successor

Address: **Resilient Florida Program**
3900 Commonwealth Boulevard MS230
Tallahassee, Florida 32399

Phone: **850-245-7509**

Email: **Saed.Johnson@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Kim Clayback** or successor

Address: **City of Bradenton**
1411 9th street West
Bradenton Florida 34205

Phone: **941-708-6304**

Email: **kim.clayback@bradentonFL.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification,**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Bradenton **GRANTEE**

By _____ _____
(*Authorized Signature)* Date Signed

Gene Brown, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

_____

DEP Grant Manager, Saed Johnson

_____

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
    i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 24PLN41

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Bradenton Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 24PLN41

ATTACHMENT 3

PROJECT TITLE: City of Bradenton Adaptation Plan

PROJECT LOCATION: The Project is located in City of Bradenton within Manatee County, Florida.

PROJECT DESCRIPTION:
The City of Bradenton (Grantee) will complete the City of Bradenton Adaptation Plan Project (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The Grantee will prepare the agenda, sign-in sheet, draft project schedule, presentation, and other meeting materials as necessary.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting; and
- **1.5:** A summary report including attendee input and meeting outcomes.

Task 2: Assemble Steering Committee

Description: The Grantee will identify potential local representatives to serve on the project steering committee and prepare a draft list of representatives to serve on the project steering committee. It is recommended that the committee be limited to no more than 10 representatives to better manage project outcomes. The Grantee will review and approve the steering committee list and then send an email to the members with the request to confirm their acceptance or denial of their participation on the steering committee.

Deliverables: The Grantee will provide the following:

- **2.1:** A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes; and
- **2.2:** List of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in setting the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, assist in identifying available data and resources, identify relevant assets, and recommend focus areas for public input. A minimum of two steering committee meetings is recommended, at the beginning and end of the project; however, more may be necessary to provide guidance at critical decision points throughout the project process. The Grantee will prepare meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following for each meeting:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation;
- **3.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, appropriate resources and data, relevant assets, and recommended focus areas.

Task 4: Public Outreach Meeting

Description: The Grantee will conduct a public outreach meeting during the initial development of the AP. The purpose of the meeting is to distribute results of the Vulnerability Assessment and allow the public to provide input during the initial planning stages, to include input on preferred methodologies and existing geographic, social, structural, and environmental conditions. Additionally, the Grantee will conduct exercises to encourage the public to prioritize the critical assets in preparation for the development of adaptation strategies and project development. The Grantee will prepare any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- **5.1:** A draft AP.

Task 6: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes.

Task 7: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

Deliverables: The Grantee will provide the following:

- **7.1:** A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 8: Public Presentation

Description: The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and

- **8.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	12/31/2024
2	Assemble Steering Committee	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2025
3	Conduct Steering Committee Meetings	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2026
4	Public Outreach Meeting	Contractual Services	$10,000	$5,000	$$15,000	7/1/2023	6/30/2025
5	Draft Adaptation Needs and Strategies	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	9/30/2025
6	Community Prioritization of Adaptation Needs	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	12/31/2025
7	Final Adaptation Plan	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2026
8	Public Presentation	Contractual Services	$10,000	$5,000	$15,000	7/1/2023	3/31/2026
		Total:	**$80,000**	**$40,000**	**$120,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $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 Part 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 federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 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 of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 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 year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	23.24	37.098	Resilient Florida Programs	$80,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$80,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date. For projects that are not completed by the Agreement End Date, Exhibit F must be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement End Date.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata

must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

Implementation Grants

10. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

11. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

12. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 24PLN41

CITY OF BRADENTON ADAPTATION PLAN

CITY OF BRADENTON

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 24PLN41

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 24PLN41

Project Title: City of Bradenton Adaptation Plan

Grantee: City of Bradenton

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

The City of Bradenton is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Saed Johnson

Title: Infrastructure Engineer

Signature: Date: 03.28.2024

AGENDA ITEM NO. 6.z

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Lift Station 4 Repair and Rehabilitation

SUGGESTED ACTION: Approval of attached estimate and invoice for the total project cost for the repair.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
During Tropical Storm Debby, the internal piping to LS04 failed and caused the drywell portion of the lift station to flood and compromise the pumps. The lift station has been on emergency bypass while the repair parts and pumps have been on order. One attachment is for the bypass pumping costs through September 30, 2024; the second attachment is for the repair and rehab of the station to include valving required for the repair, additional bypass pumping, and piping.

FINANCIAL IMPACT:
The repair and rehab are budgeted in 40859000-563000-25506, approved by Council in September 2024.

SUGGESTED MOTION:
Motion to approve Lift Station 4 repair and rehabilitation as presented.

ATTACHMENTS:
Billing Summary from Bearing Point Construction, LLC
Proposal from Bearing Point Construction, LLC

Remit to:
Bearing Point Construction, LLC.
10315 Technology Terrace
Lakewood Ranch, FL 34211
305-906-0694

Date: **10/18/2024**
Invoice No.: **24067-001**
Period Ending: **10/18/2024**
Emergency Bypass
BPC Job No: **24067**

City of Bradenton LS04 Emergency Bypass
Service Location:
1411 9th Street West
Bradenton, FL 34205
Contact:
Kim Clayback PE (941)708-6300 Ext.224

SUMMARY INVOICE BILLING NO. 24067-001

Cost Code Task/Description	Contract Amount	% Complete	Actual Hours BTD	$ Balance To Finish	$ Amount Complete to Date	Previous Invoice	Amount This Period
PURCHASE ORDER BREAKDOWN							
Project Management	$3,910.00	100%	34	$0.00	$3,910.00	$0.00	$3,910.00
Field Foreman	$14,260.00	100%	124	$0.00	$14,260.00	$0.00	$14,260.00
Maintenance Mechanic	$10,030.00	100%	118	$0.00	$10,030.00	$0.00	$10,030.00
Misc Materials, Subs, Equip	$24,877.09	100%		$0.00	$24,877.09	$0.00	$24,877.09
Materials/Equip 10% Markup	$2,487.71	100%	10%	$0.00	$2,487.71	$0.00	$2,487.71
SUBOTAL	$55,564.80	100%		$0.00	$55,564.80	$0.00	$55,564.80
TOTAL AMOUNTS	**$55,564.80**	**100%**		**$0.00**	**$55,564.80**	**$0.00**	**$55,564.80**

AMOUNT DUE THIS PERIOD **$55,564.80**

By:_____
Authorized Signature

Printed Name: Joey Myers

Title: Project Manager

24067-0100-001-[redacted]
500

WELCOME

Bypass Fuel

DATE 9/20/24 8:38
TRAN#9080674
PUMP# 08
SERVICE LEVEL: SELF
PRODUCT: DIESEL
GALLONS: 34.829
PRICE/G: $3.589
FUEL SALE $125.00
CREDIT $125.00
SALE Receipt

AMERICAN EXPRESS
**********1167
Entry:Chip Read
Auth #: 844536
Resp Code: 000
Stan: 235311494991
Invoice #: 963157

AuthNet: AMEX
MODE: Issuer
AID: A0000000250108
0
BP SITE ID: 2761450
AMEX

THANK YOU
HAVE A NICE DAY

24067-0100-001-500

BYPASS FUEL

Wawa #5178
4455 SR 64 East
Brandenton FL 34208
****
9/24/2024 1:32:59 PM
Term: XXXXXXXXX0004
Appr: 888443
Seq#: 046930
Product: Diesel
Pump Gallons Price
01 49.441 $3.359
Total Sale $166.07
Capture

American Express
XXXXXXXXXXX1167
Chip Read

USD$ 166.07

AMERICAN EXPRESS
Mode: Issuer
AID:
A0000000250108O1
TVR: 0000008000
IAD: XXXXXXXXXXXXXX
TSI: E800
ARC: 00
ARQC:
6E291AD753EB7663

09/24/2024 13:27:03

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.
****
YOUR OPINION MATTERS
Tell us about your
experience at
* MyWawaVisit.com *
Take our survey for
a chance to win
Free Hoagies for
a year (1 per week)
or Wawa swag basket
& $25 gift card!!
Disponible
en Espanol
****
Survey Code: 1118502
Store Number:05178
****
Please respond
within 5 days
NO PURCHASE

24067-0100-001-200



How doers get more done.

5820 STATE ROAD 64 EAST
BRADENTON, FL 34208 (941)213-6700

1863 00003 10003 09/20/24 07:36 AM
SALE CASHIER ALAN

720305794281 CNTRCTR SILT <A> 47.97
3'X100' CONTRACTOR GRADE SILT FENCE

SUBTOTAL	47.97
SALES TAX	3.36
TOTAL	$51.33
XXXXXXXXXXX1167 AMEX	
	USD$ 51.33
AUTH CODE 846610/3030014	TA

Chip Read
AID A0000000025010801 AMERICAN EXPRESS

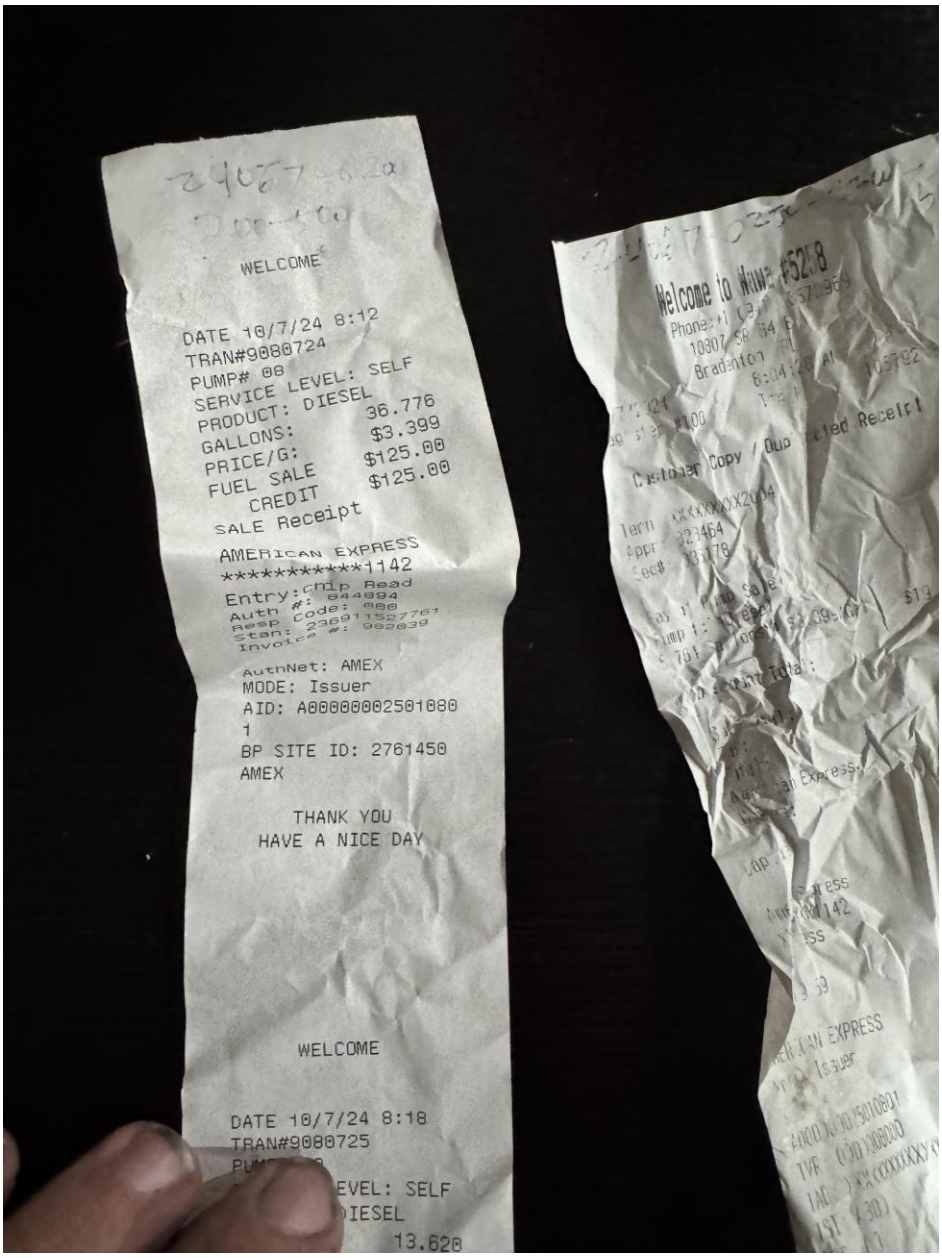
1863 09/20/24 07:36 AM



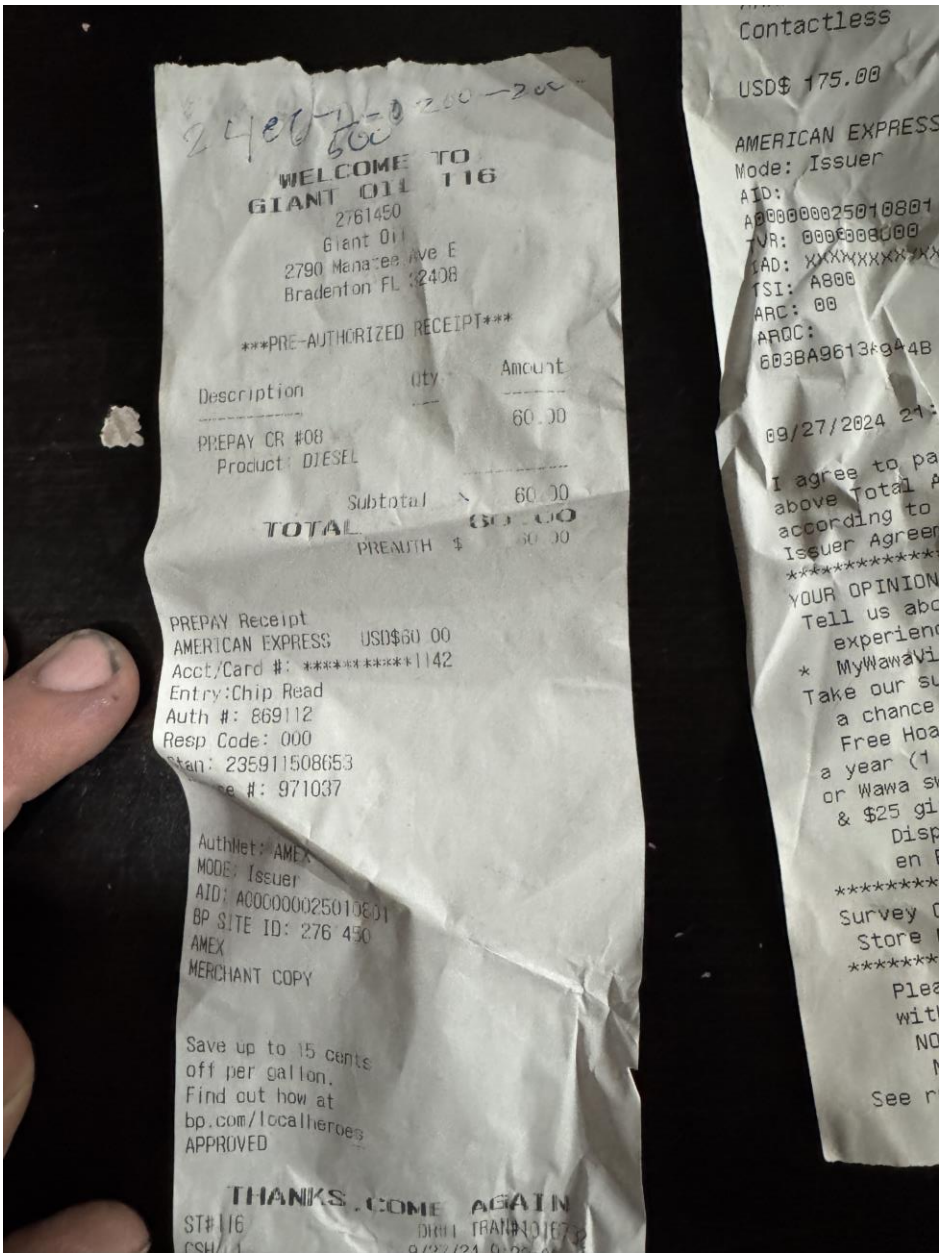
1863 03 10003 09/20/2024 6674

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	12/19/2024


WELCOME
DATE 10/7/24 8:12
TRAN#9080724
PUMP# 08
SERVICE LEVEL: SELF
PRODUCT: DIESEL
GALLONS: 36.776
PRICE/G: $3.399
FUEL SALE $125.00
CREDIT $125.00
SALE Receipt
AMERICAN EXPRESS
**********1142
Entry:Chip Read
Auth #: 044994
Resp Code: 000
Stan: 236911527767
Invoice #: 902039
AuthNet: AMEX
MODE: Issuer
AID: A0000000250108
1
BP SITE ID: 2761450
AMEX
THANK YOU
HAVE A NICE DAY
WELCOME
DATE 10/7/24 8:18
TRAN#9080725
13.620


24067-
0208-20-500
Wawa #5258
10807 SR 64 E
****
9/27/2024 9:21:48 PM
Term: XXXXXXXX2004
Appr: 802364
Seq#: 006890
Product: Diesel
Pump Gallons Price
64 51.486 $3.399
Total Sale $175.00
Capture
American Express
XXXXXXXXXX1142
Contactless
USD$ 175.00
AMERICAN EXPRESS
Mode: Issuer
AID:
A0000000250108O1
TVR: 0000008000
IAD: XXXXXXXXXXXXXX
TSI: A800
ARC: 00
ARQC:
603BA9613AF9484B
09/27/2024 21:5:08
I agree to pay he
above Total Amout
according to Car
Issuer Agreement.
****
YOUR OPINION MATTERS
Tell us about your
experience at
* MyWawaVisit.com *
Take our survey for
a chance to win
Free Hoagies for
a year (1 per week)
or Wawa swag basket
& $25 gift card!!
Disponible
en Espanol



WELCOME TO
GIANT 011 116
2761450
Giant 011
2790 Manatee Ave E
Bradenton FL 34208

PRE-AUTHORIZED RECEIPT

Description	Qty	Amount
PREPAY CR #08		60.00
Product: DIESEL		
Subtotal		60.00
TOTAL		60.00
PREAUTH $		60.00

PREPAY Receipt
AMERICAN EXPRESS USD$60.00
Acct/Card #: **********1142
Entry:Chip Read
Auth #: 869112
Resp Code: 000
Stan: 235911508653
Ref #: 971037

AuthNet: AMEX
MODE: Issuer
AID: A0000000250108O1
BP SITE ID: 276 450
AMEX
MERCHANT COPY

Save up to 15 cents
off per gallon.
Find out how at
bp.com/localheroes
APPROVED

THANKS. COME AGAIN
ST# 116

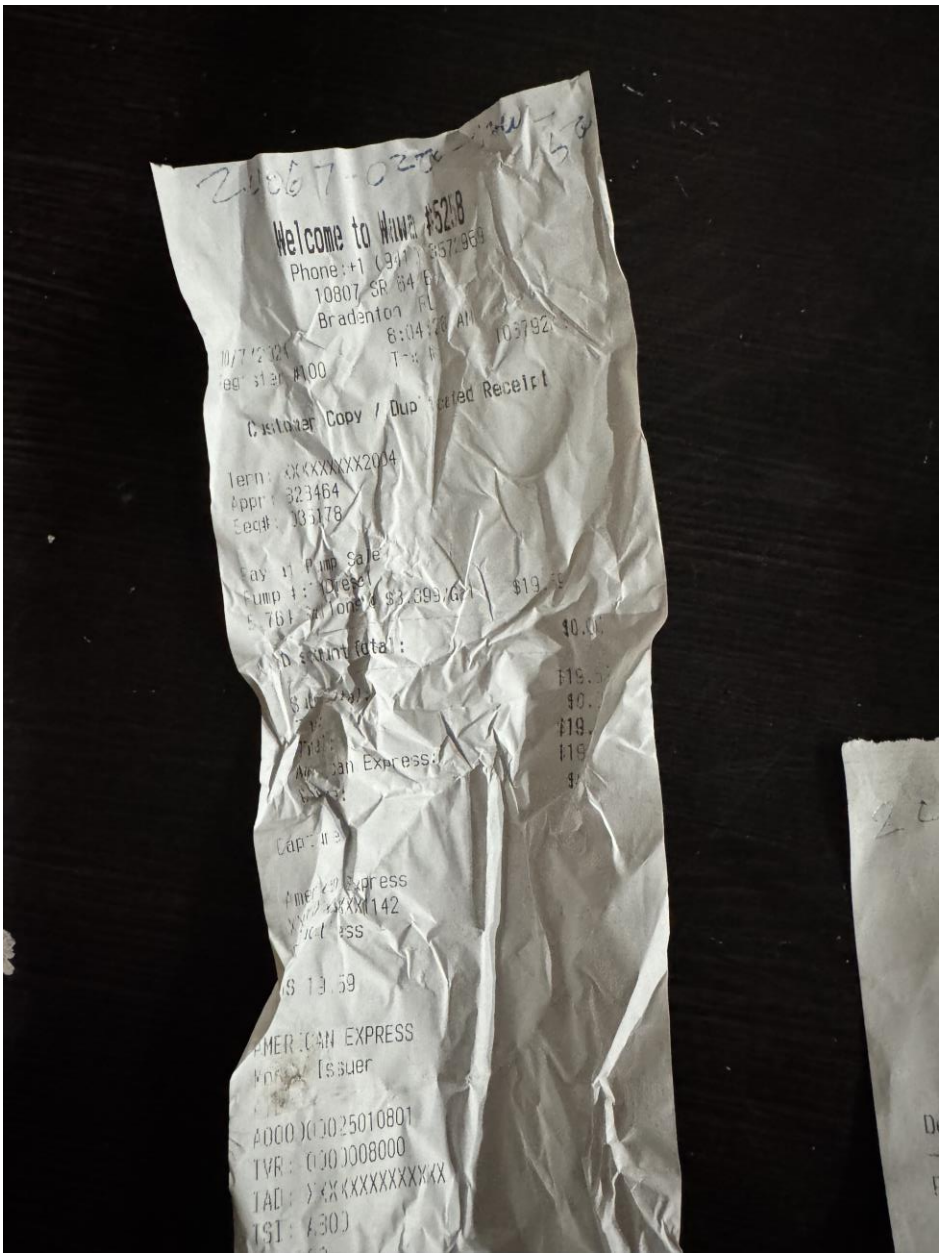
Contactless

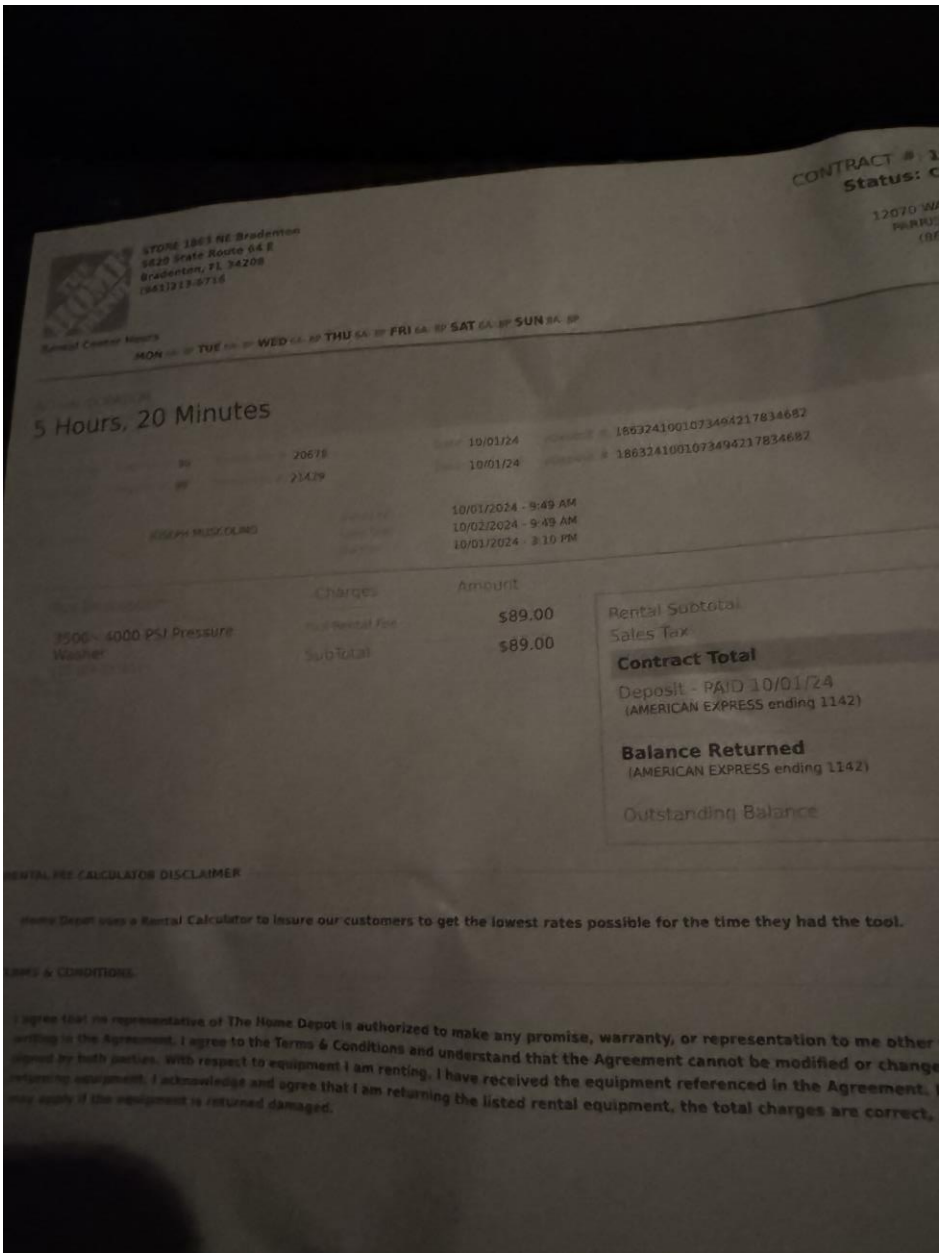
USD$ 175.00

AMERICAN EXPRESS
Mode: Issuer
AID:
A0000000250108O1
TVR: 0000008000
IAD: XXXXXXXXXXX
TSI: A800
ARC: 00
AROC:
603BA9613A944B

09/27/2024 21:

I agree to pa
above total A
according to
Issuer Agreem
****
YOUR OPINION
Tell us abo
experienc
* MyWawaVi
Take our su
a chance
Free Hoa
a year (1
or Wawa sw
& $25 gi
Disp
en
****
Survey C
Store
****
Plea
wit
NO
See r


Welcome to Wawa #5218
Customer Copy / Duplicated Receipt
AMERICAN EXPRESS
Issuer
A0000000025010801
TVR: 0000008000
IAD: XXXXXXXXXXXX
ISI: 6300



STORE 1863 NE Bradenton
5820 State Route 64 E
Bradenton, FL 34208
(941)213-6716

Rental Center Hours
MON 8A - 8P TUE 8A - 8P WED 8A - 8P THU 8A - 8P FRI 8A - 8P SAT 8A - 8P SUN 8A - 8P

CONTRACT #
Status:

5 Hours, 20 Minutes

20678
21479

10/01/24
10/01/24

186324100107349421783468 2
186324100107349421783468 2

10/01/2024 - 9:49 AM
10/02/2024 - 9:49 AM
10/01/2024 - 3:10 PM

Charges	Amount
3500 - 4000 PSI Pressure Washer	$89.00
SubTotal	$89.00

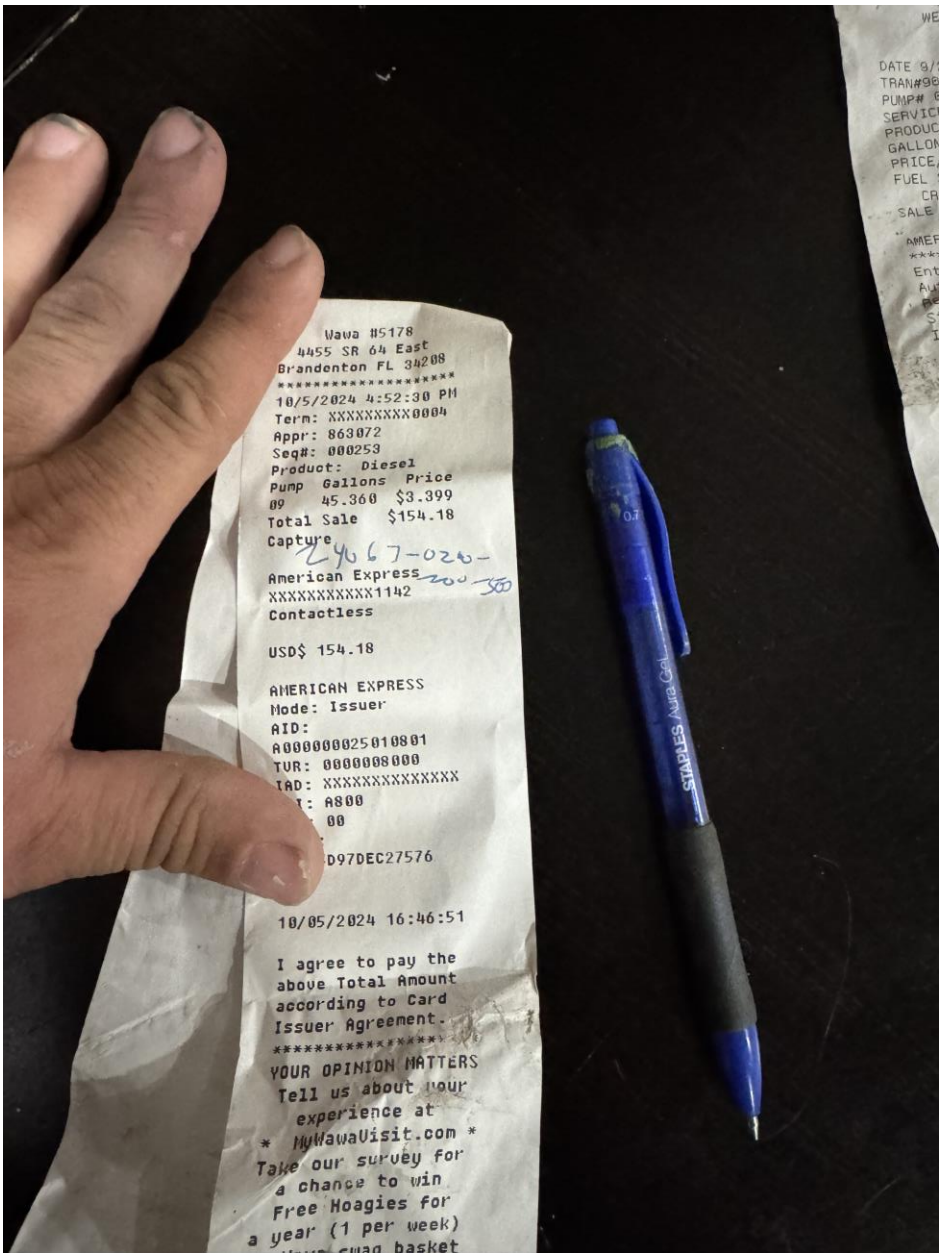
Rental Subtotal
Sales Tax
Contract Total
Deposit - PAID 10/01/24
(AMERICAN EXPRESS ending 1142)
Balance Returned
(AMERICAN EXPRESS ending 1142)
Outstanding Balance

RENTAL FEE CALCULATOR DISCLAIMER

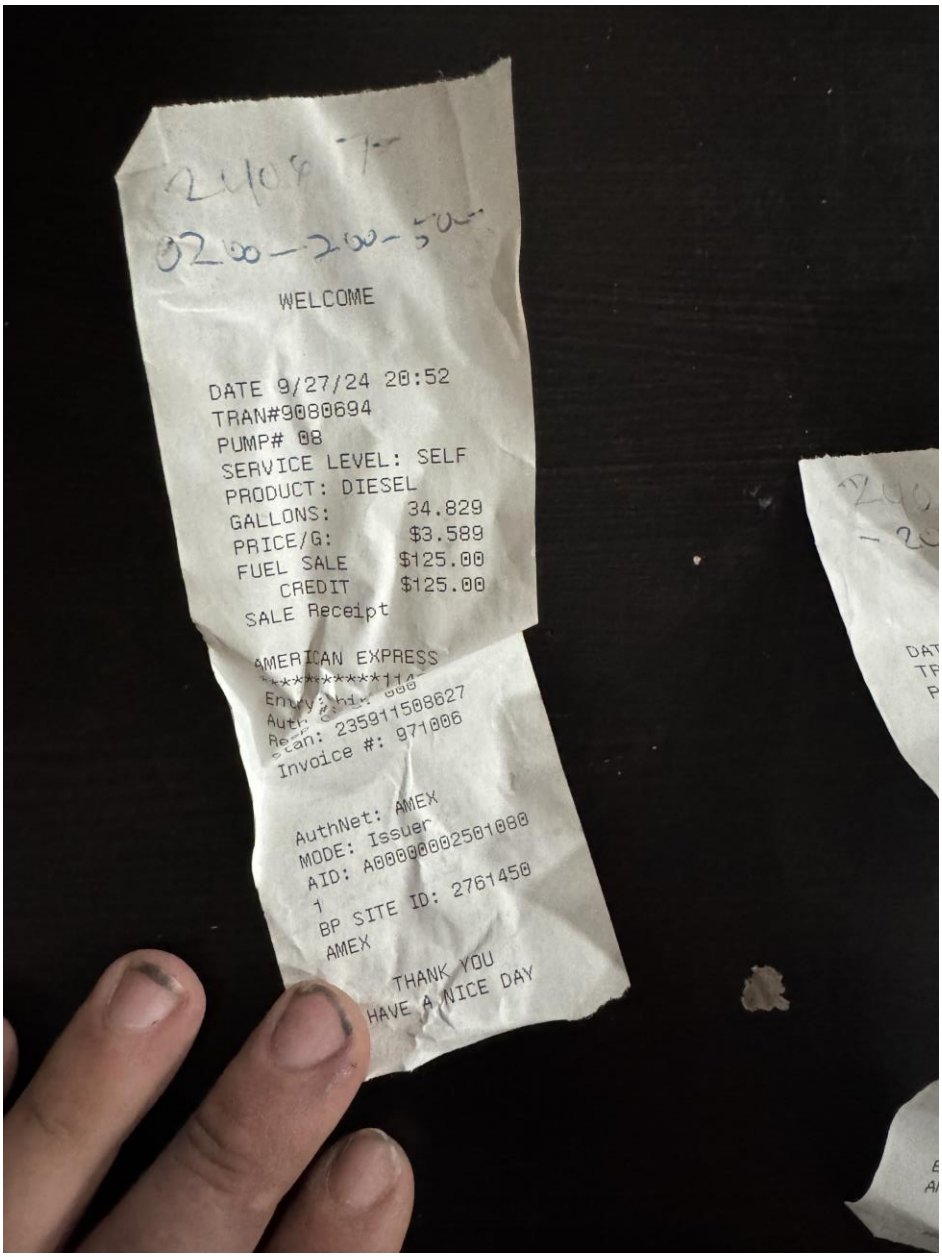
Home Depot uses a Rental Calculator to insure our customers to get the lowest rates possible for the time they had the tool.

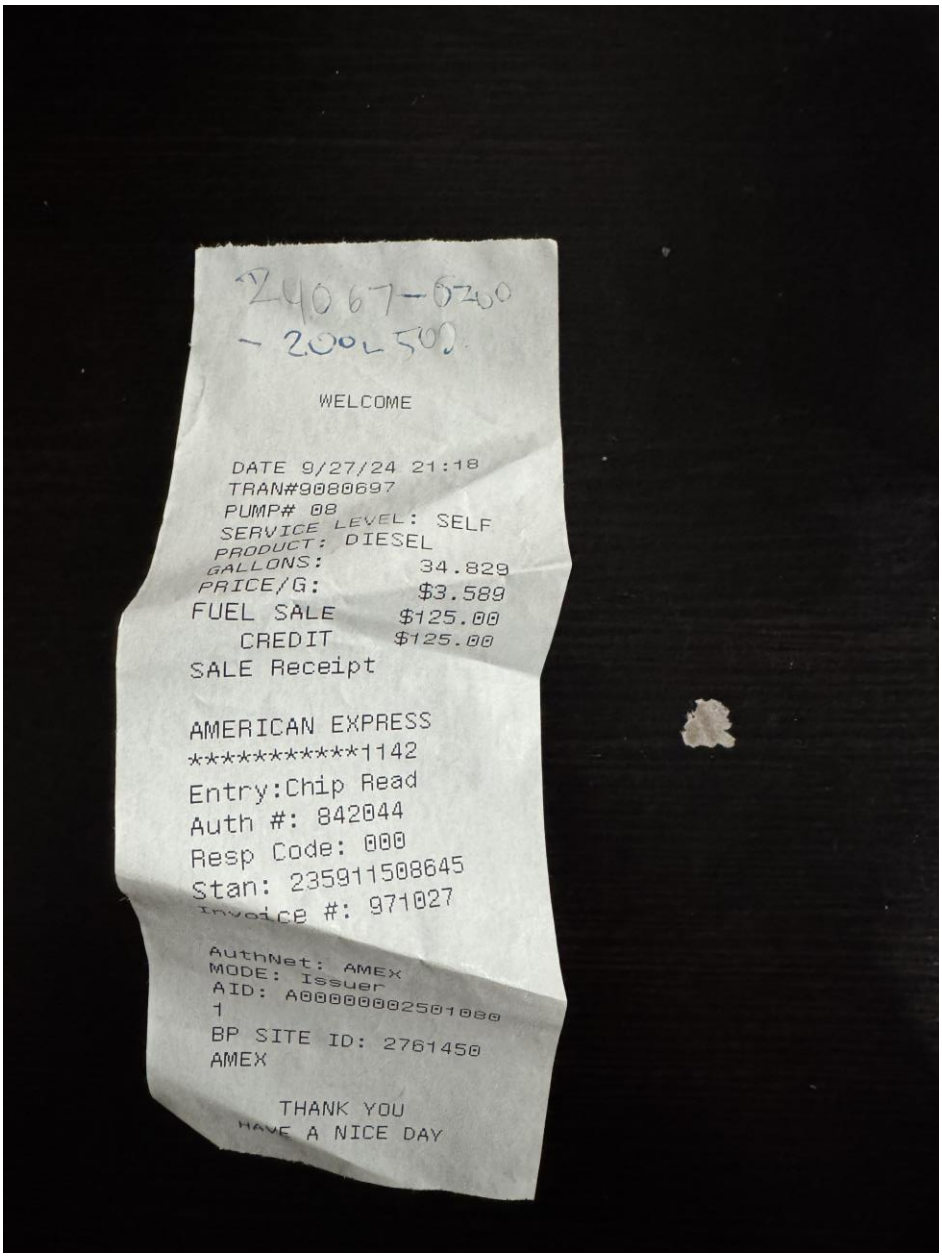
TERMS & CONDITIONS

I agree that no representative of The Home Depot is authorized to make any promise, warranty, or representation to me other
writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or change
signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement.
returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct,
may apply if the equipment is returned damaged.


Wawa #5178
4455 SR 64 East
Brandenton FL 34208
10/5/2024 4:52:30 PM
Term: XXXXXXXX0004
Appr: 863072
Seq#: 000253
Product: Diesel
Pump Gallons Price
09 45.360 $3.399
Total Sale $154.18
Capture
American Express
XXXXXXXXXX1142
Contactless
USD$ 154.18
AMERICAN EXPRESS
Mode: Issuer
AID:
A0000000025010801
TVR: 0000008000
IAD: XXXXXXXXXXXXX
A800
00
D97DEC27576
10/05/2024 16:46:51
I agree to pay the
above Total Amount
according to Card
Issuer Agreement.
YOUR OPINION MATTERS
Tell us about your
experience at
MyWawaVisit.com
Take our survey for
a chance to win
Free Hoagies for
a year (1 per week)
STAPLES


WELCOME
DATE 9/27/24 20:58
TRAN#9080696
PUMP# 08
SERVICE LEVEL: SELF
PRODUCT: DIESEL
GALLONS: 22.185
PRICE/G: $3.589
FUEL SALE $79.62
CREDIT $79.62
SALE Receipt
AMERICAN EXPRESS
**********1142
Entry:Chip Read
Auth #: 884022
Resp Code: 000
Invoice #: 971015
AuthNet: AMEX
MODE: Issuer
BP SITE ID: 2761
AMEX
THANK YOU
HAVE A NICE DAY


WELCOME
DATE 9/27/24 20:52
TRAN#9080694
PUMP# 08
SERVICE LEVEL: SELF
PRODUCT: DIESEL
GALLONS: 34.829
PRICE/G: $3.589
FUEL SALE $125.00
CREDIT $125.00
SALE Receipt
AMERICAN EXPRESS
Invoice #: 971006
AuthNet: AMEX
MODE: Issuer
AID: A0000000025010 00
1
BP SITE ID: 2761450
AMEX
THANK YOU
HAVE A NICE DAY



24067-6240
- 200.500

WELCOME

DATE 9/27/24 21:18
TRAN#9080697
PUMP# 08
SERVICE LEVEL: SELF
PRODUCT: DIESEL
GALLONS: 34.829
PRICE/G: $3.589
FUEL SALE $125.00
CREDIT $125.00
SALE Receipt

AMERICAN EXPRESS
**********1142
Entry:Chip Read
Auth #: 842044
Resp Code: 000
Stan: 235911508645
Invoice #: 971027

AuthNet: AMEX
MODE: Issuer
AID: A0000000025010801
BP SITE ID: 2761450
AMEX

THANK YOU
HAVE A NICE DAY

HydroExcavators, LLC
2095 Plunkett Rd
Conyers, GA 30012

Invoice Number	0000064338	Customer Number: 240670100001300
Invoice Date	September 26, 2024	
Due Date	October 26, 2024	
PO Number		
Contract		
Project	2746-100000-	

Accounts Payable
Bearing Point Construction LLC
10315 Technology Terrace
Bradenton, FL 34211
United States

Project **Bearing Point Construction LLC**

Work Order: TAM Tampa TAM
Crew Hydro Vac 597 - Tri Axle

		Current Qty	Rate	Current Amount
Hydro Vac (one-man crew)		3.50	262.00	917.00
			Subtotal	917.00
Subtotal	Project	Bearing Point Construction LLC		917.00
Invoice Total				**917.00**

We appreciate your business. Please send your payment to the following address by the due date above to avoid finance charge and/or service interruption.

Remit to:
Hydroexcavators LLC
PO Box 746962
Atlanta, GA 30374-6962

Please direct emails concerning remittances to billing@hydroexcavators.com. Thanks!

- Close Window
- Print This Page
- Expand All | Collapse All

J-69814

Job Details

Job Name	J-69814	**Job Status**	Pending Billing Approval
Job Date	9/20/2024	**Job Description**	
Job Location	602 27th St. E Bradenton FL	**Asset**	0597
Area	FL - Tampa	**Contact**	Matt Allen
Resources Name	Millman Joshua Eugene |	**Approve Ticket?**	☑
Assigned To		**Dispatcher Notes**	Josh. Spotting utilities. Call this contact- (305) 793-0196
Area	TAM		
Company Id	025		
Agreement			
Job Local			
PDF Generated ?	☐		
Total Hours in Job ticket	1.00		

Additional Information

Customer	Bearing Point Construction LLC	**Supervisor**	Christopher Allen
Customer Job No.	24067-0100-001-300	**Signed By**	Matt allen
Completion Notes			

Billing Information

Project	Bearing Point Construction LLC	**Project ID**	2746100000
Work Order	TAM		

Job Assignments

JAN-109655

Resource	**Millman, Joshua Eugene**
Status	**Assigned**
Start Time	**6:00 AM**
End Time	**10:30 AM**
Lunch Time (in mins)	**0**
Total Hours	**4.50**
Clone Job Allocation	**Clone**

Job Tickets

0000063459

Location	**602 27th St. E Bradenton FL**
Customer Reference Number	**24067-0100-001-300**
Status	**New**

Clone Job Ticket **Clone**

Notes **Pre trip at 6, filled water and fuel tanks, on site at 8, located existing line depth and valve, dumped on site, left site at 9, returned to yard at 10, performed post trip, off work at 1030**

Job Tickets Detail

130224

Unit Item **Hydro Vac (one-man crew)**

Quantity **3.50**

Operator Hours **3.50**

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MERSINO | GLOBAL PUMP
A MERSINO COMPANY

900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

Shipping Address:
Bearing Point Construction, 58563 - Project Address
650 27th Street East
Bradentono FL 34208
United States

Bearing Point Construction
10135 Technology Terrace
Bradenton FL 34211
United States
EIN: 45-4371360
PST:

Invoice 125444

Invoice Date:
10/17/2024

Due Date:
11/16/2024

Source:
S10023

Description	Start Date	End Date	Fleet Number	Quantity	Unit Price	Taxes	Amount
58563 - Lift Station 4							
Mobilization & Equipment Rental							
MOBILIZATION	09/11/2024			3.00 Units	$ 350.00	Tax 6%	$ 1,050.00
[BCVHTK01] SERVICE TRUCK - DAILY CHARGE	09/11/2024			1.00 Units	$ 185.00	Tax 6%	$ 185.00
LABOR - HOURLY / STRAIGHT TIME INSTALLATION	09/11/2024			8.00 Hours	$ 125.00	Tax 6%	$ 1,000.00
LABOR - HOURLY / OVER TIME AS NEEDED AFTER 5PM.	09/11/2024			6.00 Hours	$ 187.50	Tax 6%	$ 1,125.00
One Month Rental							

Remit payments to: Mersino Dewatering, LLC P.O. Box 675406 Detroit, MI 48267-5406

MERSINO | GLOBAL PUMP
A MERSINO COMPANY

900 N Squirrel Rd
Suite 210
Auburn Hills, MI 48326
United States

Description	Start Date	End Date	Fleet Number	Quantity	Unit Price	Taxes	Amount
LIFT STATION 4 1,000GPM @ 62' TDH (Split for Discretionary Tax - Total $13,905.00)	09/11/2024	10/08/2024	ST6-11292, PL12-2408, ST6-11673	1.00 Units	$ 8,905.00	Tax 6%	$ 8,905.00
LIFT STATION 4 1,000GPM @ 62' TDH (Split for Discretionary Tax - Total $13,905.00)	09/11/2024	10/08/2024		1.00 Units	$ 5,000.00	Tax 1%, Tax 1%	$ 5,000.00
MOBILIZATION	10/01/2024			1.00 Units	$ 350.00	Tax 6%	$ 350.00
One Month Rental							
ADDITION OF 15" X 30" PIPE PLUG	10/01/2024	10/28/2024		1.00 Units	$ 1,890.00	Tax 6%	$ 1,890.00

Untaxed Amount	$ 19,505.00
Taxes	$ 970.30
Total	$ 20,475.30

Please use the following communication for your payment : **125444**

Unless stated otherwise: Quotations are only valid for 30 days; any rental time frame is based upon three days equaling one week and three weeks equaling one (28-day) month; and any quantities mentioned in the pricing schedule are only estimated and will be billed per the actual quantities provided. Rental of equipment starts upon delivery. Payment terms are net 30.
By agreeing to this quotation, you agree and accept the full terms and conditions located at https://apps.mersino.com/terms/Pumping-Gen-T-and-C.pdf

S.O.S. SEPTIC, INC.
80 HARVARD ST
ENGLEWOOD, FL 34223
941-473-1767 OFFICE

Invoice

DATE	INVOICE NO.
10/1/2024	102263

BILL TO	JOB SITE
BEARING POINT CONSTRUCTION 10315 TECHNOLOGY TERRACE BRADENTON, FL 34211	650 27TH ST E BRADENTON, FL 34208

Customer Phone
305-793-0196 - JOEY

TECH
KER

ITEM	DESCRIPTION	QTY	RATE	SERVICED	GALLONS	AMOUNT
VAC TRUCK	VAC TRUCK - PER HOUR (2-HOUR MINIMUM)	9	220.00	10/1/2024		1,980.00
SERVICE C...	WASH OUT	1	220.00	10/1/2024		220.00
	START TIME 7AM STOP TIME 4PM					

THANK YOU! WE APPRECIATE YOUR BUSINESS!

Total	$2,200.00
Payments/Credits	$0.00
Balance Due	$2,200.00

You may now pay by Visa/MC!

Card Type_____

Payment Amount_____

Phone #
941-473-1767

BEARING POINT CONSTRUCTION, LLC

10315 Technology Terrace Bradenton, FL 34211

Date: 10/28/2024

Kim Clayback PE

City of Bradenton Public Works and Utilities

1411 9th St W Bradenton, FL 34205

941.708.6300 x224

BPC PROJECT #24067

Lift Station #4 Dry Well Repair

We appreciate the opportunity to provide this proposal to the City of Bradenton. Bearing Point Construction will provide all labor, tools, and safety necessary to perform the below scope of work for LS4.

We propose to perform the following scope of work:

- Temporary Bypass Setup
- Line Stop & Install New Isolation Valve
- Pumping out Dry/Wet Well
- Demolition of Existing:
  - Piping and Valves in Dry Well
- Removal of Pumps for C.O.B. Repair
- Installation of New Pipe, Valves, Bolts, and Pipe Supports
- Fusing of HDPE pipe
- Installation of HDPE Down Pipe
- Installation of 48” x 60” Hatches
- Installation of 8” HDPE Suction Pipe for Wet Well
- Installation of Water Piping in Dry Well
- Installation of 2 Ton Gantry with Electric Hoist

Labor Included:

- **Project Management - 48 hours @ $115 /Hour**
- **Field Foremen – 72 hours @ $115 /Hour**
- **Maintenance Mechanic – 216 hours @ 85/ Hour**

Total Labor = $32,160.00

Material, Rental Equipment and Subcontractors:

- Mersino (Bypass)
- Gantry Crane (BPC)
- Hatches (Dixie Metal)
- Forristall (Concrete Cutting for Hatch)
- HDPE Inc.
- Ductile Iron Fittings & Valves
- Rangeline Tapping
- Permanent Indoor Electric Opertaor Gantry System

Material Total = $119,577.00

Grand Total = $151,737.00

Proposal Inclusion and Clarifications:

1. Temporary safe and reliable electric and water sources shall be provided within 100 feet of the work areas.
2. Progress payments to be paid within (30) days of invoicing.
3. There will be no retainage for this work.
4. 10% Markup is included on all material, equipment, and subcontractors.

Proposal Exclusions :

1. Furnishing any equipment, parts, hardware, or any permanent materials not included in the above scope.
2. Material testing.
3. Bulk fuel.
4. I&C.
5. Site security.
6. Temporary water or power.
7. Painting or coating
8. Permitting.
9. Maintenance of traffic.
10. Submittals.

Joey Myers ***– Project Manager/Estimator***

Bearing Point Construction, LLC (305)793-0196

AGENDA ITEM NO. 6.aa

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Manhole Lining Work Assignment in the LS14 Sewershed

SUGGESTED ACTION:
Approval of the attached work assignment for Inliner Solutions to clean and line sanitary sewer manholes in the LS14 sewershed.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is actively working to line sanitary sewer manholes that have reached the end of its useful life; the manholes targeted for lining are generally old brick manholes with grout voids, missing bricks and significant root intrusion and generally installed prior to 1970. Lining is far less intrusive than a full manhole replacement and more cost effective; generally, lining a pipe provides another 30 years of useful life to the manhole. The lining decreases the opportunity for infiltration via groundwater into the system thereby reducing flows to the water reclamation facility. This work is to be completed in accordance with terms and pricing as outlined in PB 23-015KC.

FINANCIAL IMPACT:

The overall project budget was approved by Council in September 2024 and will be encumbered in GL account 40859000-563000-25505.

ATTORNEY REVIEW/RECOMMENDATION:
NA

SUGGESTED MOTION:
Motion to approve manhole lining work assignment in the LS14 Sewershed.

ATTACHMENTS:
Inliner Solutions Proposal
Manhole Lining Map

Inliner Solutions, LLC
2531 Jewett Ln. Sanford, FL 32771

INLINER SOLUTIONS PROPOSAL

October 15, 2024

City of Bradenton
Attn: Kim Clayback
1411 9th St W
Bradenton, FL 34205

LOCATION: LS 14 MH Rehab

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
167. MOT Heavy Traffic - 2 lane road - 1 lane operation	7	DAY	$ 700.00	$ 4,900.00
174. Structure Rehab Cost Per Square Foot	1,961	SF	$ 44.00	$ 86,284.00
			TOTAL	**$91,184.00**

ALL WORK TO BE DONE PER THE VOLUSIA COUNTY T8033 22-B-41HO CONTRACT SPECIFICATIONS

Please be advised that this pricing is valid for 30 Days

Additional Notes:

1. Quantities are based on a 4’ diameter manhole 6’ deep. Payment will be based on actual manhole depths.
2. The conversion factor for a 4’ diameter manhole is 12.57 SF per each VF.
3. Mh rehab will be sprayed with Geotree brand of geopolymer.

Inliner Solutions, LLC appreciates the opportunity of submitting our proposal for the above referenced project. If you have any questions, please feel free to contact our office.

Sincerely,

Richard Herrmann, Area Director

2521 2024.09.30.LS14 26MH WA: 2521

14-058	14-046	14-044	14-022	14-030
14-027	14-025	14-155	14-037	14-036
14-035	14-042	14-403	14-424	14-427
14-174	14-175	14-262	14-544	14-282
14-277	14-338	14-186	14-540	14-346
14-197				

AGENDA ITEM NO. 6.ab

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	November 6, 2024
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Contract
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Pipe Lining Work Assignment in the LS21F Water Shed
SUGGESTED ACTION:	Approval of the attached work assignment for Insituform to clean, camera, and line sanitary sewer gravity mains in the LS21 sewer shed.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is actively working to clean, camera, and line sanitary sewer pipe that has reached the end of its useful life; the pipe targeted for lining is old, vitrified clay pipe installed prior to 1970. Lining is far less intrusive than a full pipe replacement and more cost effective; generally, lining a pipe provides another 40-50 years of useful life to the pipe. The lining decreases the opportunity for infiltration via groundwater into the system, thereby reducing flows to the water reclamation facility.

FINANCIAL IMPACT:
The overall project budget was approved by Council in September 2024 and will be encumbered in GL account 40859000-563000-25504.

SUGGESTED MOTION:
Motion to approve the work assignment with Insituform as presented.

ATTACHMENTS:
Proposal from Insituform
Pipe Lining Map

580 Goddard Avenue
Chesterfield, MO 63005
www.insituform.com

Name: Kenny Boeh
Title: Commercial Manager
Phone: 412-310-8826

Fax: 813-627-0006
Email: kboeh@aegion.com

9/24/2024

SO-00195760

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

Project Name: Bradenton FL - Parent - Omnia Pricing Agreement 2024-142509 - LS21 CIPP Rehabilitation

PROPOSAL PRICING:

Bid Items Per Documents	Description	Unit of Measure	Quantity	Bid Unit Price	Total
1	CIPP 6" x 4.5mm	LF	100	$50.00	$5,000.00
2	CIPP 8" x 6.0mm	LF	1,016	$45.00	$45,720.00
37.1	Service Reinstatement in 6" – 18"	EA	24	$300.00	$7,200.00
31	6" - 10" Backyard Easement Setup Per Install Length	LF	866	$2.00	$1,732.00
34	CIPP Short Length Add-On (<300 LF)	LF	351	$2.00	$702.00
56	6" Clean and TV	LF	100	$6.00	$600.00
57	8" Clean and TV	LF	3,067	$4.00	$12,268.00
71	6" - 18" Post TV Inspection After Rehabilitation	LF	1,016	$2.00	$2,032.00
74	Root/Grease removal 6" - 12"	LF	100	$5.00	$500.00
508	Travel and Mobilization	EA	1	$5,000.00	$5,000.00
				Total	$80,754.00

Submitted By:

Kenny Boeh | Commercial Manager - Florida | **Insituform Technologies, LLC**
3014 North US Highway 301, Suite #700 | Tampa, FL 33619
Cell: 412-310-8826 | **Fax: 636.530.8701** | **www.insituform.com**
kboeh@aegion.com

Accepted By: _____ Date: _____
(signed)

_____ Title: _____
(print name)


B21MH127
B21MH121
B21MH260
34TH AVE DR W
SOUTHERN PKWY
B21MH039
B21MH128
33RD ST CT W
33RD ST W
34TH AVE DR W
B21MH099
B21MH098
36TH ST W
B21MH129
B21MH130
B21MH041
B21MH088
B21MH007
36TH AVE W
35TH AVE DR W
B21MH038
B21MH042
36TH AVE DR W
36TH AVE DR W
B21MH040
B21MH044
B21MH043
35TH AVE W
38TH AVE W
B21MH093
B21MH049
B21MH055
B21MH052
37TH AVE W
B21MH089
B21MH017
B21MH060
B21MH006
B21MH045
B21MH051
B21MH090
B21MH059
B21MH048
B21MH054
36TH ST W
35TH ST W
37TH ST CT W
37TH ST W
B21MH091
B21MH005
B21MH016
36TH AVE W
39TH AVE W
B21MH058
B21MH046
B21MH047
B21MH050
B21MH053
40TH AVE W
38TH AVE W
449

AGENDA ITEM NO. 6.ac

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Pipe Lining Work Assignment in the LS23 Sewershed

SUGGESTED ACTION:

Approval of the attached work assignment for Insituform to clean, camera, and line sanitary sewer gravity mains in the LS23 sewershed.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City is actively working to clean, camera, and line sanitary sewer pipe that has reached the end of its useful life; the pipe targeted for lining is old, vitrified clay pipe installed prior to 1970. Lining is far less intrusive than a full pipe replacement and more cost effective; generally, lining a pipe provides another 40 -50 years of useful life to the pipe. The lining decreases the opportunity for infiltration via groundwater into the system thereby reducing flows to the water reclamation facility.

FINANCIAL IMPACT:

The overall project budget was approved by Council in September 2024 and will be encumbered in GL account 40859000-563000-25504.

ATTORNEY REVIEW/RECOMMENDATION:

NA

SUGGESTED MOTION:
Motion to approve pipe lining work assignment in the LS23 Sewershed.

ATTACHMENTS:
Insituform Proposal
Pipe Lining Map

580 Goddard Avenue
Chesterfield, MO 63005
www.insituform.com

Name: Kenny Boeh
Title: Commercial Manager
Phone: 412-310-8826

Fax: 813-627-0006
Email: kboeh@aegion.com

9/24/2024

SO-00195760

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

Project Name: Bradenton FL - Parent - Omnia Pricing Agreement 2024-142509 - LS23 CIPP Rehabilitation

PROPOSAL PRICING:

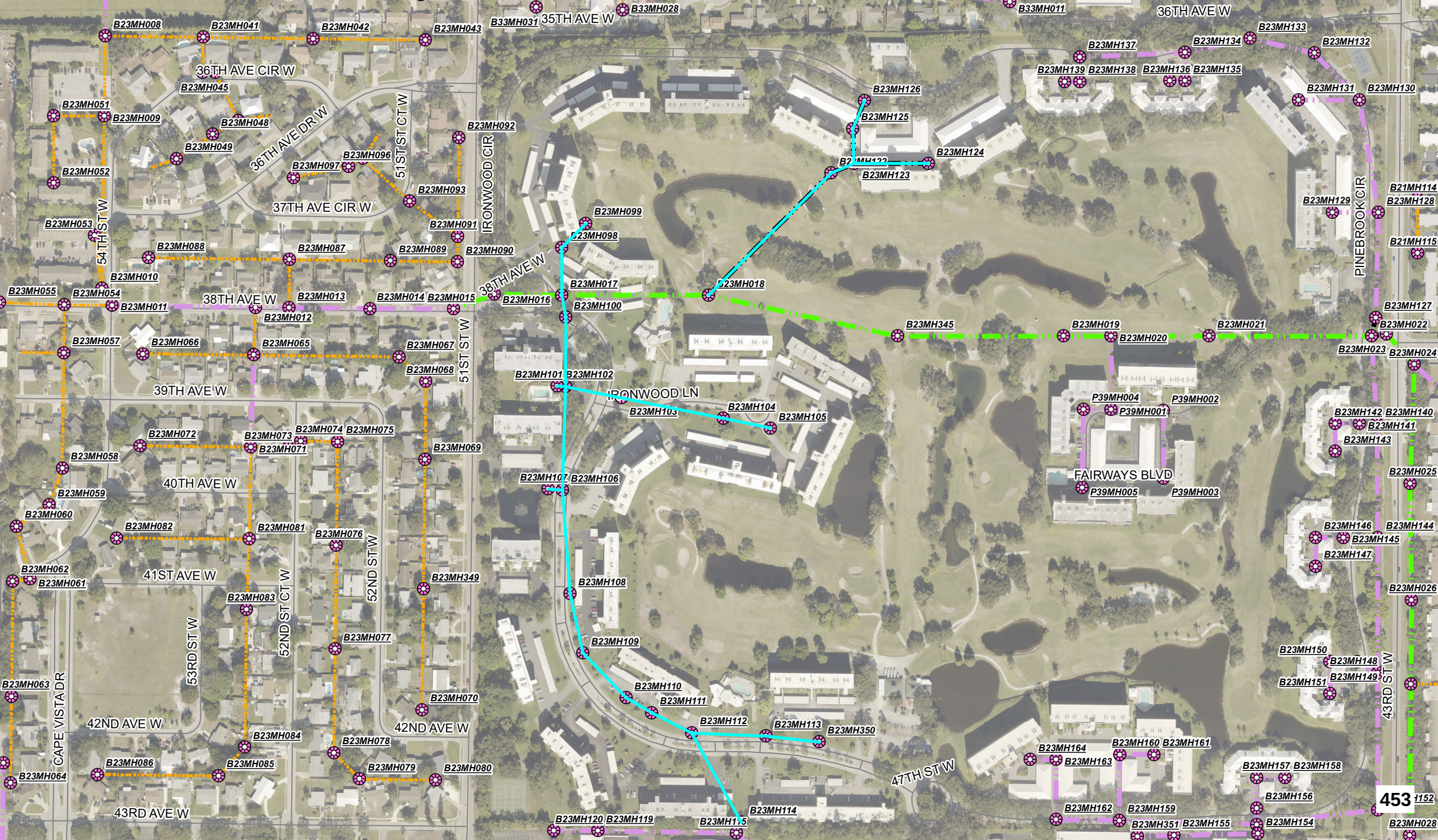
Bid Items Per Documents	Description	Unit of Measure	Quantity	Bid Unit Price	Total
2	CIPP 8" x 6.0mm	LF	3,717	$45.00	$167,265.00
3	CIPP 10" x 6.0mm	LF	265	$50.00	$13,250.00
37.1	Service Reinstatement in 6" – 18"	EA	28	$300.00	$8,400.00
31	6" - 10" Backyard Easement Setup Per Install Length	LF	960	$2.00	$1,920.00
34	CIPP Short Length Add-On (<300 LF)	LF	2,381	$2.00	$4,762.00
57	8" Clean and TV	LF	3,717	$4.00	$14,868.00
58	10" Clean and TV	LF	265	$8.00	$2,120.00
71	6" - 18" Post TV Inspection After Rehabilitation	LF	3,982	$2.00	$7,964.00
74	Root/Grease removal 6" - 12"	LF	100	$5.00	$500.00
508	Travel and Mobilization	EA	1	$5,000.00	$5,000.00
				Total	$226,049.00

Submitted By:

Kenny Boeh | Commercial Manager - Florida | **Insituform Technologies, LLC**
3014 North US Highway 301, Suite #700 | Tampa, FL 33619
Cell: 412-310-8826 | **Fax: 636.530.8701** | **www.insituform.com**
kboeh@aegion.com

Accepted By: _____ Date: _____
(signed)

_____ Title: _____
(print name)


B23MH008
B23MH041
B23MH042
B23MH043
B33MH031
35TH AVE W
B33MH028
B33MH011
36TH AVE W
B23MH133
B23MH137
B23MH134
B23MH132
B23MH139
B23MH138
B23MH136
B23MH135
B23MH131
B23MH130
36TH AVE CIR W
B23MH045
B23MH051
B23MH009
B23MH048
B23MH049
36TH AVE DR W
51ST ST CT W
B23MH092
IRONWOOD CIR
B23MH126
B23MH125
B23MH124
B23MH123
B23MH052
B23MH096
B23MH097
B23MH093
37TH AVE CIR W
54TH ST W
B23MH053
B23MH091
B23MH099
B23MH098
B23MH088
B23MH087
B23MH089
B23MH090
B23MH010
B23MH055
B23MH054
B23MH011
38TH AVE W
B23MH013
B23MH014
B23MH015
B23MH012
B23MH016
B23MH017
B23MH100
B23MH018
B23MH345
B23MH019
B23MH020
B23MH021
B23MH129
B21MH114
B23MH128
B21MH115
PINEBROOK CIR
B23MH127
B23MH022
B23MH023
B23MH024
B23MH057
B23MH066
B23MH065
B23MH067
B23MH068
51ST ST W
39TH AVE W
B23MH101
B23MH102
IRONWOOD LN
B23MH103
B23MH104
B23MH105
P39MH004
P39MH001
P39MH002
B23MH142
B23MH140
B23MH141
B23MH143
B23MH072
B23MH073
B23MH074
B23MH075
B23MH071
B23MH069
B23MH058
40TH AVE W
B23MH107
B23MH106
FAIRWAYS BLVD
P39MH005
P39MH003
B23MH025
B23MH059
B23MH060
B23MH082
B23MH081
B23MH076
B23MH146
B23MH144
B23MH145
B23MH147
B23MH062
B23MH061
41ST AVE W
52ND ST W
B23MH349
B23MH108
B23MH026
B23MH083
52ND ST CT W
53RD ST W
B23MH077
B23MH109
B23MH150
B23MH148
B23MH149
B23MH151
43RD ST W
B23MH063
CAPE VISTA DR
B23MH110
B23MH111
B23MH070
B23MH112
B23MH113
B23MH350
42ND AVE W
42ND AVE W
B23MH084
B23MH078
B23MH164
B23MH160
B23MH161
B23MH163
B23MH157
B23MH158
B23MH086
B23MH085
B23MH079
B23MH080
47TH ST W
B23MH064
B23MH156
B23MH162
B23MH159
B23MH351
B23MH155
B23MH154
B23MH028
B23MH120
B23MH119
B23MH115
B23MH114
43RD AVE W
453

AGENDA ITEM NO. 6.ad

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Jean Totti, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Underground Distribution Facilities Installation Agreement with Florida Power & Light (FPL) for Fire Station 2

SUGGESTED ACTION: Approve Agreement for Installation with payment for contribution of $34,735.64 to cover differential cost between overhead and an underground system. Authorize the City of Bradenton to provide public easement as per drawing #WR13227352, including description and sketch provided by professional surveyor. Record said easement with Manatee County.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
An underground distribution facilities agreement has been issued by FPL to the City of Bradenton. Said agreement shall be approved, signed and return to FPL with payment of $34,735.64. Also enclosed is the easement form required by FPL to provide electric service to 2233 Manatee Avenue East, Parcel ID#1319900109.

FINANCIAL IMPACT:
A payment of $34,735.64 shall be issued to FPL.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the documents.

SUGGESTED MOTION:
Motion to approve the Underground Distribution Facilities Installation Agreement and authorize staff to issue the payment of $34,735.64 to FPL.

ATTACHMENTS:
Underground Distribution Facilities Agreement
Underground Easement

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 6th of November, 2024 by and between City of Bradenton (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as City of Bradenton located in Bradenton, Florida.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of $34,735.64 (the total Contribution) to cover the differential cost between an underground and an overhead system This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.

2. That a credit of $2,268.83 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be $32,466.81.

3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.

4. That the Contribution provides for 120/208 volt, 3 phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.

5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

   If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

   Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.

   a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.

   b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.

   c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.

7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:

   a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,

   b) A construction schedule,

   c) An estimate of when electric service will be required, and

   d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plats provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.

8. Prior to FPL construction pursuant to this agreement, the Customer shall:

   a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.

   b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.

d) Provide sufficient and timely advance notice (45 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.

e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.

f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

9. FPL shall:

a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.

b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.

c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

_____

For FPL (Date)

Accepted:

_____

Customer (Date)

_____

Witness (Date)

_____

Witness (Date)

Work Request No. 11519253

Sec.30, Twp 34 S, Rge 18 E

Parcel I.D. 1319900109
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Edrewns St Louis
Co. Name: Florida Power & Light
Address: 1253 12th Ave E
Palmetto, FL 34221

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20____.

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

_____
(Witness' Signature)

Print Name: _____
(Witness)

City of Bradenton

By: _____

Print Name: _____

Print Address: _____

_____

STATE OF _____ AND COUNTY OF_____.

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization,

this _____day of _____, 20____, by _____

and _____ who is (are) personally known to me or has (have)

produced _____ as identification.

[Notary Seal]

_____
Notary Public, Signature

Print Name: _____

_____
Title or Rank

_____
Serial Number, if any

Exhibit "A"

SKETCH & DESCRIPTION

LYING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 18 EAST,
MANATEE COUNTY, FLORIDA.

NOT A BOUNDARY SURVEY

SHEET NO. 1 of 2

FLORIDA POWER & LIGHT EASEMENT DESCRIPTION

A 10.00 feet wide Easement, being a portion of those lands described in Official Records Instrument Number 202141164033, of the Public Records of Manatee County, Florida, lying in Section 30, Township 34 South, Range 18 East, Manatee County, Florida, and more particularly described as follows:

COMMENCE at the Northwest Corner of those lands described in Official Records Instrument Number 202141164033, of the Public Records of Manatee County, Florida; thence S.89°23'00"E., along the North line of said lands described in Official Records Instrument Number 202141164033, a distance of 22.31 feet to the POINT OF BEGINNING; thence S.89°23'00"E., continuing along said North line, a distance of 360.70 feet to the intersection with the East line of said lands described in Official Records Instrument Number 202141164033; thence S.00°13'30"W., along said East line, a distance of 10.00 feet; thence N.89°23'00"W., a distance of 350.77 feet; thence S.00°37'00"W., a distance of 15.01 feet; thence N.89°23'00"W., a distance of 10.00 feet; thence N.00°37'00"E., a distance of 25.01 feet to the POINT OF BEGINNING.

Parcel contains 3,757 Square Feet, or 0.0863 Acres more or less.

HAROLD EUGENE NOON, JR. License Number 6568 STATE OF FLORIDA Professional Surveyor and Mapper

August 7, 2024
Date

Harold E. Noon, Jr.
Professional Surveyor and Mapper LS 6568

NOT VALID WITHOUT ALL SHEETS
SEE SHEET 2 OF 2 FOR SKETCH

Not valid without the original signature and embossed seal of a Professional Land Surveyor and Mapper

GEOSURV SURVEYING & MAPPING
www.geosurveygroup.com L.B. 7731
5707 19th Street W.
Bradenton, Fl. 34207
Tel. 877.407.3734
Fax 866.624.5163

FLORIDA POWER AND LIGHT EASEMENT

FIELD: --

DATE: 8/7/24 FB: -- PG: --
PROJECT NO. 240009
DRAWING 240009_SD FPL.dwg

SEC. 30 TWP. 34S RNG. 18E
COUNTY MANATEE
PARCEL AREA 3757 Sq. Ft.±

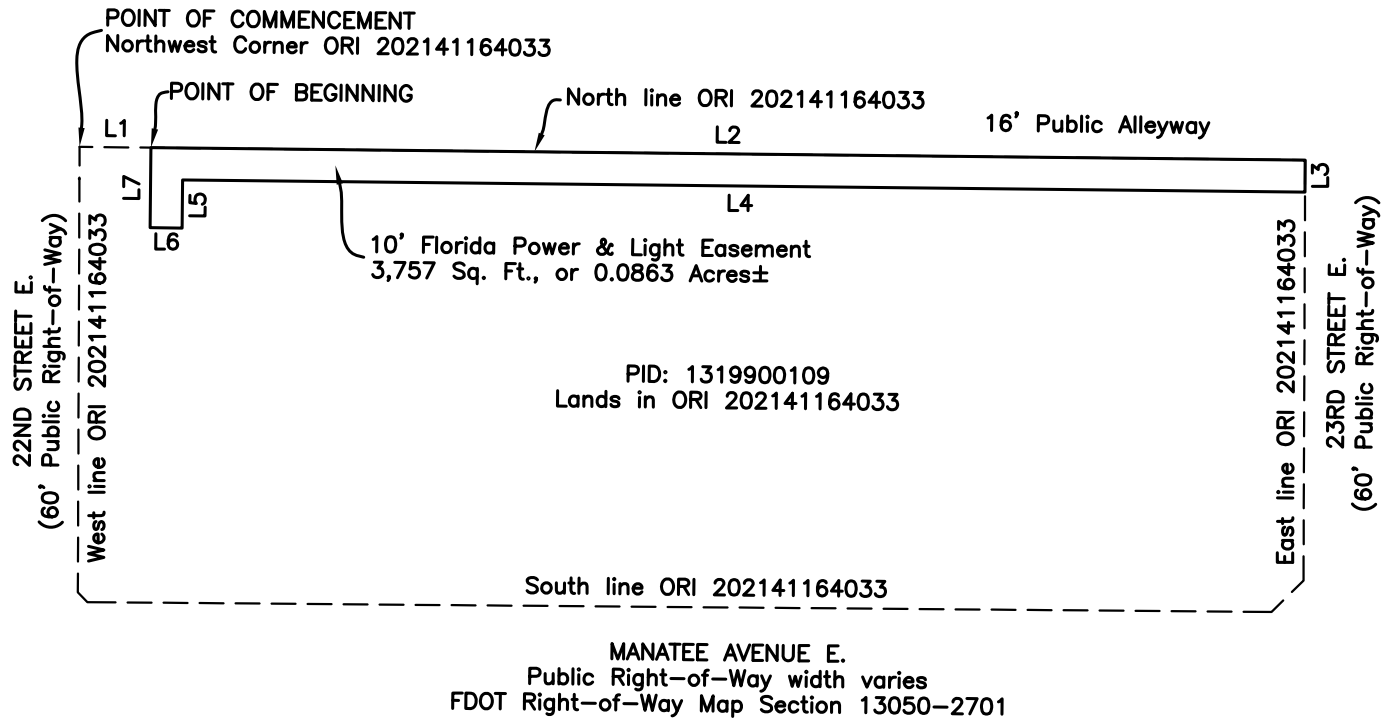
DRAWN BY: DC
CHECK BY: H

459

SKETCH & DESCRIPTION

LYING IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 18 EAST,
MANATEE COUNTY, FLORIDA.

NOT A BOUNDARY SURVEY



LEGEND

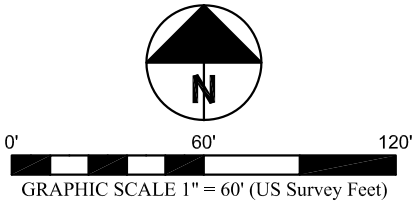
These standard symbols and abbreviations can be found herein.

ORI	Official Records Instrument
Sq. Ft.	Square Feet
PB	Plat Book
PG	Page
PID	Parcel Identification (now, or formerly)
PRM	Permanent Reference Mark

SKETCH NOTES

1. NOT A BOUNDARY SURVEY, per 5J-17, FAC. Sketch provides graphic depiction of description on SHEET 1 of 2.
2. Subject to easements of record.
3. Not valid without all sheets.
4. Bearings shown hereon based on an assumed meridian, reference the North line of ORI 202141164033, with a bearing of S.89°23'00"E.

LINE	BEARING	DISTANCE
L1	S 89°23'00" E	22.31'
L2	S 89°23'00" E	360.70'
L3	S 00°13'30" W	10.00'
L4	N 89°23'00" W	350.77'
L5	S 00°37'00" W	15.01'
L6	N 89°23'00" W	10.00'
L7	N 00°37'00" E	25.01'



GRAPHIC SCALE 1" = 60' (US Survey Feet)

NOT A BOUNDARY SURVEY

SKETCH OF DESCRIPTION

FLORIDA POWER AND LIGHT EASEMENT

FIELD: --

DATE: 8/7/2024 FB: -- PG: --

SEC. 30 TWP. 34S RNG. 18E

PROJECT NO. 240009

COUNTY MANATEE

DRAWING 240009_SD FPL.dwg

PARCEL AREA 3757 Sq. Ft.±

DRAWN BY: DC

CHECK BY: H

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AGENDA ITEM NO. 6.ae

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Water Reclamation Facility Clarifier Construction Change Order (CO) No. 01

SUGGESTED ACTION: Approval for CO 01 for the clarifier construction project.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Several changes to the contract were required to facilitate construction at the WRF. Changes include moving unidentified pipe in the footprint of the new clarifier, scum pump wetwell redesign, vibration monitoring, etc. The project is funded through FDEP State Revolving Fund, the items in the CO have been vetted through FDEP and are all considered acceptable to be included in the funding package.

FINANCIAL IMPACT:
The original contract with Poole and Kent for the clarifier was for $15,908,210; the change order is for $174,449; approximately 1% of the contract value.

ATTORNEY REVIEW/RECOMMENDATION:
NA

SUGGESTED MOTION:
Motion to approve the change order for $174,449.00 for the additional work Poole and Kent has completed relative to the clarifier construction.

ATTACHMENTS:

Change Order No. 01
Change Order No. 01 Attachments

Alachua | Jacksonville | Tampa | Titusville
Sarasota | Winter Haven

JonesEdmunds

CHANGE ORDER (CO) NO. 01

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-24518 PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF 4th Clarifier

DATE OF ISSUANCE: _____ 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: $ 15,908,210.00	Original Contract Times: ☐ Working days ☐ Calendar days Notice to Proceed: 10/11/2023 Substantial Completion (days *and* date): _____ Ready for final payment (days *and* date): _____
[Increase/Decrease] from previously approved Change Orders No. n/a to No. n/a: $ 0.00	[Increase/Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $ 15,908,210.00	Contract Times prior to this Change Order: Substantial completion (days or date): 04/14/2025 Ready for final payment (days or date): 05/13/2025
Increase of this Change Order: $ 174,449.00	[Increase/Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $ 16,082,659	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
Scum Pump Wet Well Redesign		$ 79,547.00
Waste Activated Sludge UG Piping Redirection		$ 5,001.00
6 in found Potable Water Line Near Sludge Handling Facility		$ 13,724.00
Removal Of UG Pipes In Proximity To Digesters		$ 24,980.00
8-inch Drain Reroute		$ 43,955.00
Vibration Monitoring		$ 7,242.00
SUBTOTAL		$ 174,449.00

Alachua | Jacksonville | Tampa | Titusville
Sarasota | Winter Haven

ATTACHMENTS
(List documents supporting change.)

Jones Edmunds PCM 04 - Scum pump Wet Well Redesign / Poole & Kent PCO 09 Scum Pump Wet Well and Additional Scum Pump
Jones Edmunds PCM 05 - WAS UG Piping Redirection / Poole & Kent PCO 01 Temporary WAS Bypass
Jones Edmunds PCM 06 - Removal Of UG Pipes In Proximity To Digesters / Poole & Kent PCO 03 Additional Demolition
Jones Edmunds PCM 07 – 6 in Found Potable Water Line Near Sludge Handling Facility / Poole & Kent PCO 07 6 in Potable water Reroute.
Poole & Kent - PCO 08 8-inch Drain Reroute
Jones Edmunds PCM 10 - Vibration Monitoring / Poole & Kent PCO #10 Vibration Monitoring

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: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

_____ Date: _____

PROPOSED CONTRACT MODIFICATION (PCM) No. 04

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-WTRKP PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF Addition Of 4th Clarifier Plant Modifications Associated With Injection Well

TO: Kyle Jackson – Poole & Kent DATE: 2/8/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – WWTF Improvement - Project Plan Set – DWG No. M9 & C3 - Redlines

DESCRIPTION OF MODIFICATION: Contractor is requested to provide equitable itemized proposal for the installation of an above grade assembly and slab for the associated valves and appurtenances. The adjusted design includes some of the originally designed components that were to be in the Scum Pump Wet Well, but generally modifies: HDPE replacing DI inside wet well, addition of pump base detail, replacement of allowed wet well liner, addition of bypass pump-out connection and ARV, replacement of ball check valve with lever/weight check valve, replacement of buried plug valve with above grade plug valve, and addition of concrete pad.

REASON FOR MODIFICATION: The City of Bradenton has adopted Wet Well standards that prohibit the location of valves and appurtenances inside the wet wells for maintenance purposes. All of these components are to be located above grade.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

☒ Do not proceed with the work until a change order is issued.

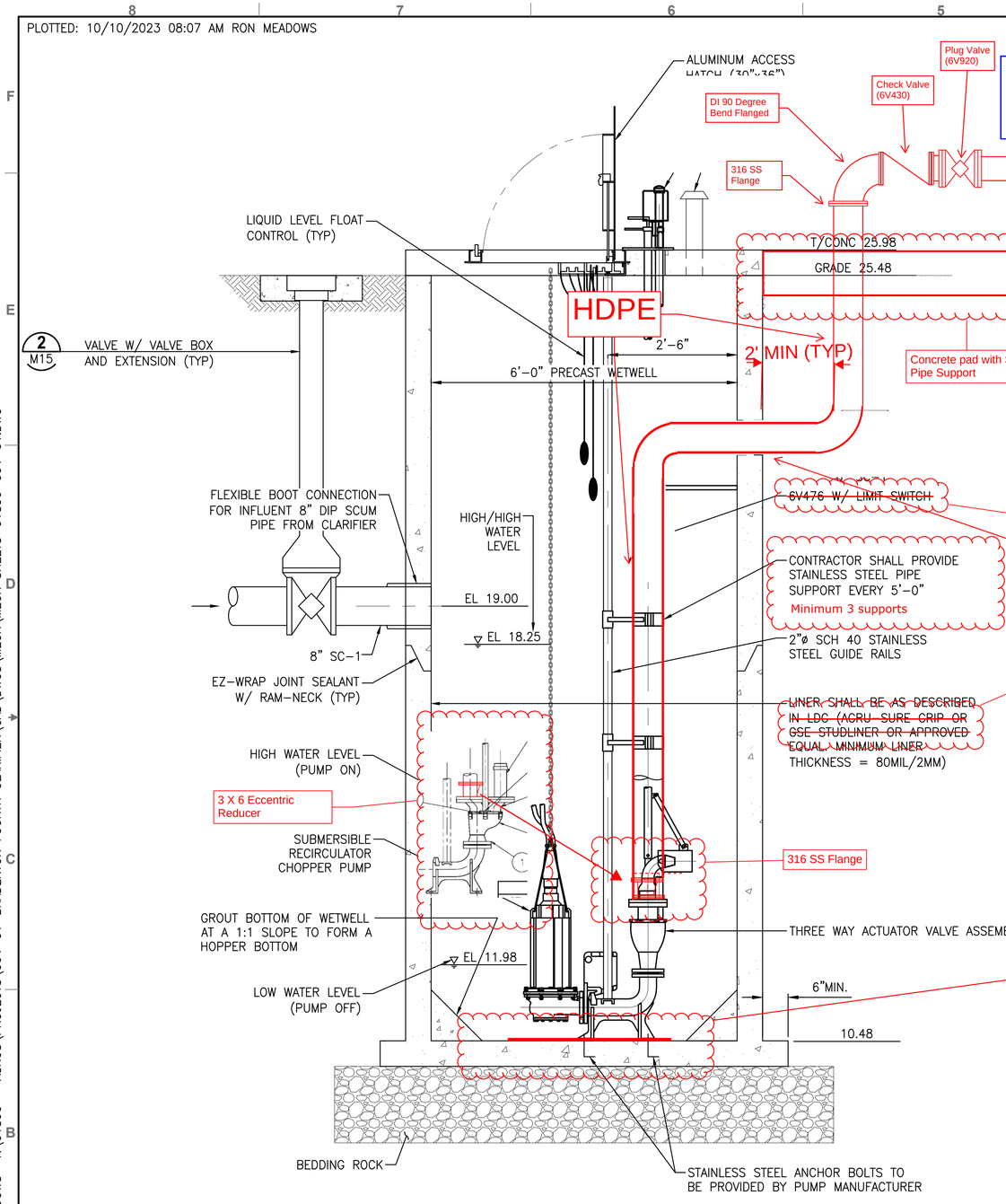
Your response is requested by 2/22/2024

xc:

SIGNATURE: Christopher Seufert

PLOTTED: 10/10/2023 08:07 AM RON MEADOWS

© Jones Edmunds 2234



SECTION A (A / M9)
3/4" = 1'-0"

UPPER PLAN DETAIL 1
3/4" = 1'-0"

PUMP BASE DETAIL 4
NTS

LOWER PLAN DETAIL 2
3/4" = 1'-0"

GENERAL NOTES:

1. VERIFICATION AND/OR COORDINATION BY CONTRACTOR IS REQUIRED WITH RESPECT TO APPROVED SHOP DRAWING PRIOR TO CONSTRUCTION.
2. PUMP INSTALLATION SHALL BE PER MFR'S RECOMMENDATIONS.
3. ALL HARDWARE IN WETWELL TO BE 316SS.
4. ALL DISCHARGE PIPING SHALL BE RESTRAINED AND SUPPORTED. JIB CRANE HOOK REACH VERIFICATION AND/OR COORDINATION WITH PUMP SUPPLIER IS REQUIRED FOR PROPER PUMP INSTALLATION AND REMOVAL UTILIZING GUIDE RAIL SYSTEM.
5. REQUIRES VERIFICATION AND/OR COORDINATION BY CONTRACTOR WITH RESPECT TO APPROVED SHOP DRAWING PRIOR TO CONSTRUCTION.
6. SEE DRAWING M4 FOR SCUM PUMP STATION LAYOUT

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

SCUM PUMP PLAN AND SECTION

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.:	DATE:
01890-004-01	OCT 2023
INDEX No.:	DWG No.:
	M9

SAVED: 10/10/2023 8:02 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\MECH\MECH SHEETS-01890-004-01.DWG

PLOTTED: 10/10/2023 08:05 AM RON MEADOWS

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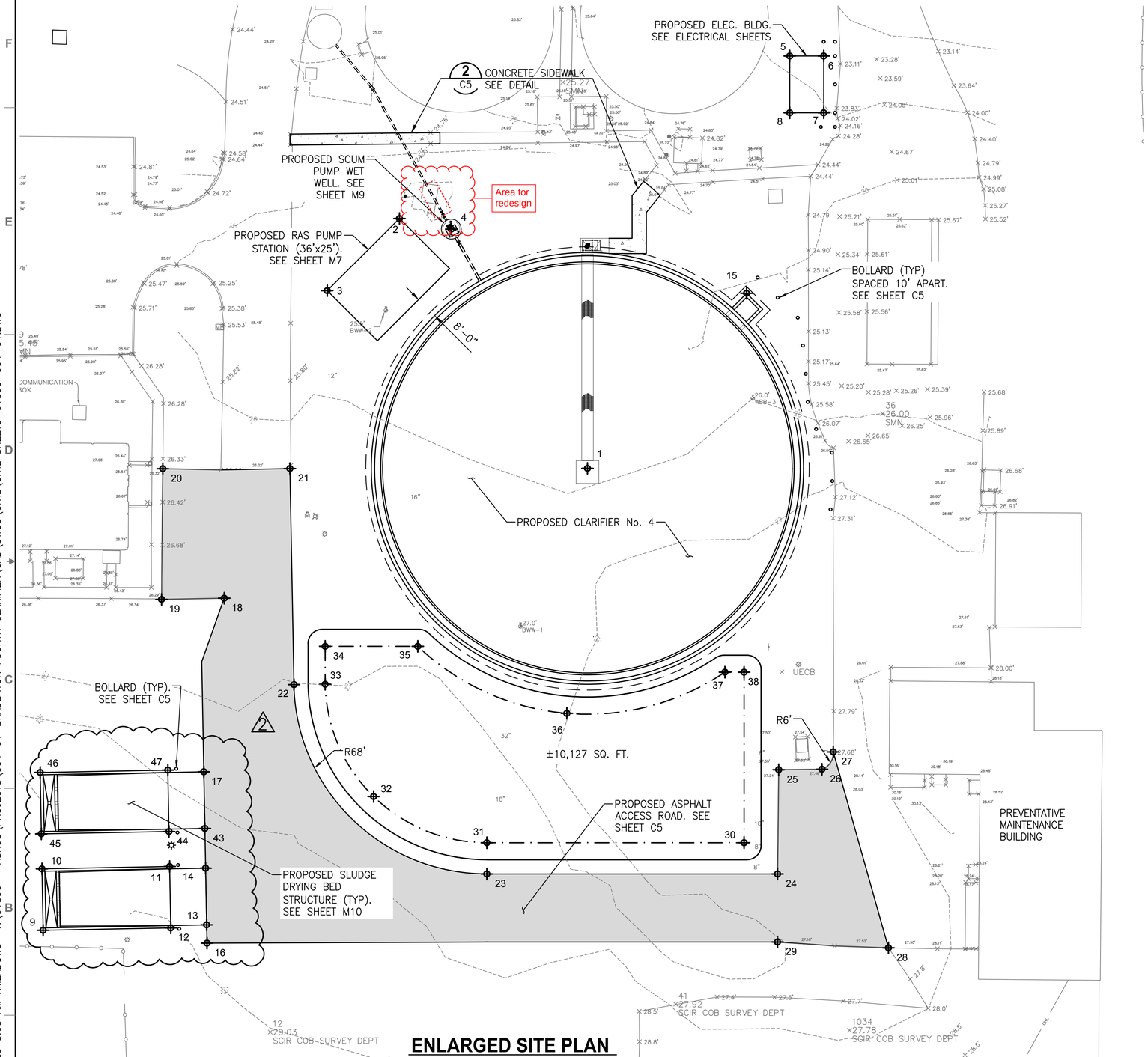


ENLARGED SITE PLAN

1"=20'

COORDINATE TABLE			
POINT	NORTHING	EASTING	DESCRIPTION
1	1144971.30	473288.01	150' DIAM. CLARIFIER CENTER
2	1145059.42	473221.75	RAS PAD N CORNER
3	1145033.98	473196.28	RAS PAD W CORNER
4	1145055.68	473240.00	SCUM PUMP WELL CENTER
5	1145116.70	473359.32	ELEC. BLDG. NW CORNER
6	1145116.70	473371.32	ELEC. BLDG. NE CONER
7	1145096.70	473371.32	ELEC. BLDG. SE CORNER
8	1145096.70	473359.32	ELEC. BLDG. SW CORNER
9	1144808.47	473096.14	SLUDGE DRYING BED SW CORNER
10	1144830.13	473095.73	SLUDGE DRYING BED NW CORNER
11	1144830.97	473140.72	SLUDGE DRYING BED NE CORNER
12	1144809.31	473141.13	SLUDGE DRYING BED SE CORNER
13	1144810.38	473153.78	EDGE OF ASPHALT
14	1144830.37	473153.41	EDGE OF ASPHALT
15	1145033.06	473344.11	NW CORNER EFFLUENT BOX
16	1144803.93	473153.90	PAVEMENT TANGENT PT
17	1144864.37	473152.77	PAVEMENT TANGENT PT
18	1144925.55	473159.96	PAVEMENT CORNER
19	1144925.12	473137.86	PAVEMENT CORNER
20	1144971.20	473138.31	PAVEMENT CORNER
21	1144971.24	473183.11	PAVEMENT CORNER
22	1144895.07	473184.53	PAVEMENT TANGENT PT
23	1144828.33	473252.52	PAVEMENT TANGENT PT
24	1144828.33	473355.01	PAVEMENT CORNER
25	1144865.10	473355.42	PAVEMENT CORNER
26	1144865.25	473370.67	PAVEMENT TANGENT PT
27	1144871.35	473374.66	PAVEMENT CORNER
28	1144802.25	473394.11	PAVEMENT CORNER
29	1144804.33	473355.01	PAVEMENT CORNER
30	1144839.33	473343.21	GRADING BOTTOM
31	1144839.33	473252.52	GRADING BOTTOM
32	1144855.62	473212.63	GRADING BOTTOM
33	1144895.17	473195.53	GRADING BOTTOM
34	1144908.58	473195.53	GRADING BOTTOM
35	1144908.58	473228.20	GRADING BOTTOM
36	1144884.94	473280.74	GRADING BOTTOM
37	1144899.46	473336.48	GRADING BOTTOM
38	1144899.46	473343.21	GRADING BOTTOM
39	1145061.04	473018.67	RAS FLOW METER PAD
40	1145090.23	473018.79	RAS FLOW METER PAD
41	1145090.21	473024.79	RAS FLOW METER PAD
42	1145061.02	473024.67	RAS FLOW METER PAD
43	1144844.37	473153.15	PAVEMENT TANGENT PT
44	1144843.30	473140.49	SLUDGE DRYING BED SE CORNER
45	1144842.46	473095.50	SLUGE DRYING BED SW CORNER
46	1144864.12	473095.10	SLUDGE DRYING BED NW CORNER
47	1144864.96	473140.09	SLUDGE DRYING BED NE CORNER

GRAPHIC SCALE
0 10 20 40
SCALE IN FEET

2 COORDINATES UPDATED TO REFLECT NEW SLUDGE DRYING BEDS LOCATION.

SEE SHEET C4 FOR LOCATION

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.
2	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

GEOMETRY AND PAVING PLAN AND COORDINATE TABLE

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: C3

SAVED: 10/10/2023 8:03 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\CIVIL\CIVIL SHEETS-01890-004-01.DWG

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

April 29th, 2024

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #09 – Scum Pump Wet Well and Additional Scum Pump

City of Bradenton,

This proposal is for the changes to the scum pump piping, valves, and appurtenances in accordance with PCM #04. It also includes the addition of a spare scum pump in accordance with PCM #09.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $79,547.

This proposal includes the following:

1. The above grade assembly of piping and valves, additional slab, pump base, HDPE in wet well, replacing AGRU lining with Green Monster, spare scum pump, and credits for the removal of materials associated with original design.
2. Pricing is valid for 30 days.
3. Pricing is based on normal working hours and not any overtime.
4. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
5. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
6. This PCO includes the previously submitted price associated with PCO #06.
7. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 9

Date: 4/29/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ 21,033.80	$ 2,500.00
2	Rental Equipment + Tools	$ -	
3	Suppliers & Subcontractors	$ 40,883.54	
4	Incidental/Consumables (2% of PK Labor)	$ 64.00	$700.00
Totals: Material Cost - Labor Hours		$ 61,981.34	$ 3,200.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	33.00	$45.00	$1,485.00
Journeyman/Foreman	9.00	$55.00	$495.00
Superindentant	8.00	$65.00	$520.00
TOTAL LABOR			$2,500.00

Suppliers		26,976.00
Labor Cost		3,200.00
Material Cost		21,033.80
Rental Equipment		0.00
Sales Tax	7.5%	3,600.74
Incidentals & Delivery		64.00
SubTotal		54,874.54
General Markup	15%	8,231.18
Subtotal		63,105.72
Subcontractors		13,907.54
Sub Mark Up	7%	973.53
Subtotal		77,986.78
Bond	1%	779.87
Insurance	1%	779.87
Final Adjustment		0.48
Total		$79,547.00

Sheet Identification: MATERIAL AND LABOR COST ESTIMATE SHEET Sheet No. 1

QUANTITY	DESCRIPTION	MATERIAL		LABOR	
		Unit Price	Ext. Price	UNIT	TOTAL
1	Material Add	$ 29,625.13	$ 29,625.13		0
1	Material Deduct	$ (8,591.33)	$ (8,591.33)		0
			$ -		
			$ -		0
			$ -		0
			$ -		0

CONSTRUCTION EQUIPMENT AND MAJOR TOOLS

EQUIPMENT / TOOLS	QTY	UNIT	COST PER UNIT	TOTAL COST
Acetylene Rigs Complete		hrs		0.00
Air Compressor, Chipping Hammer, and Hose		day		0.00
Backhoe		day		0.00
Saw W. Gas		hrs		0.00
Barricades		hrs		0.00
Blower/Fan		hrs		0.00
Bomag Roller		hrs		0.00
Case Wheel Loader		day	0.00	0.00
Concrete Pump Truck		Yds		0.00
Core Drill Machine		day	110.00	0.00
Crane		hrs		0.00
Crane (Boom Truck)		hrs		0.00
Crawler		Trips		0.00
Compactor W. Fuel & Delivery		day		0.00
Dewatering Equipment		Weeks		0.00
Diesel Welding Machine		week		0.00
Drill - Variable Speed		hrs		0.00
Dumpster		month	125.00	0.00
Dumptruck		hrs		0.00
Excavator (Mini)		day	560.00	0.00
Excavator (Mini) Delivery & Pickup				0.00
Flat Bed Truck - 2 Ton		hrs		0.00
Fork Lift		month	3,504.15	0.00
Fork Lift & pickup			400.00	0.00
Front End Loader		week		0.00
Generator		hrs		0.00
Diesel		gallons	5.50	0.00
Grooving Machine		hrs		0.00
Hilti Drill		hrs		0.00
Ladders		hrs		0.00
Laser		hrs		0.00
Pick-up Truck		hrs		0.00
Pipe Bending Machine		week		0.00
Pipe Machine		hrs		0.00
Plate Compactor		day	150.00	0.00
Portable Power Jack		hrs		0.00
2" Electric Pump (2 Pumps)		week	250.00	0.00
Restroom		month	220.00	0.00
Roust-A-Bouts		hrs		0.00
Rubber Tire Combination		hrs		0.00
Scaffolding/shoring		month	281.00	0.00
Scaffolding/shoring Delivery & pickup			400.00	0.00
Scissor/Hi-Lift		week		0.00
Safety Equipment		month		0.00
Temporary OH Crane (2)		Month	1,000.00	0.00
Track Backhoe		hrs		0.00
Transit/Level		hrs		0.00
Trench Box		days		0.00
Trenching Machine		hrs		0.00
Other (Concrete/Grout Hual off)		n/a		0.00
Snokel Lift				0.00
Delivery/ Pick Up of Equipment		n/a		0.00
				0.00
		EQUIPMENT & TOOLS TOTAL COSTS		$0.00

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
Concrete Products	Lining Deduct	$ (3,328.00)
FJ Nugent	Additional Pump	$ 29,381.00
FJ Nugent	Pump Base	$ 923.00
	TOTAL EQUIPMENT	26,976.00

SUBCONTRACTOR	SCOPE	PRICE
Acclaim	Concrete Pad	$ 1,635.54
GML Coatings	Green Monster Coating	$ 12,272.00
	TOTAL SUBCONTRACTORS	13,907.54

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	4	100.00	400.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	3	100.00	300.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$700.00

F. J. Nugent & Associates Inc
269 Hunt Park Cove
Longwood , FL 32750
Phone: 407-936-1139

PROPOSAL

1-19-24

To: Kyle Jackson PM Poole & Kent 1715 W. Lemon Street Tampa, FL 33606
Cell: (813) 476-3116, (813) 251-2438 kylej@pkflorida.com

Project: Bradenton Clarifier #4 Vaughan 5 Hp scum pit chopper pump, factory testing, spare parts & control panel Per section 11340 specifications **with additional spare crated pump**

We are pleased to offer the following equipment for the above referenced project:

Vaughan Model S3F RAV-060 Scum Pit Recirculating Submersible Chopper Pump system includes the following items:

Casing, cast ductile iron with 3" ANSI CL 125 discharge flange.
Drive, 5 HP, 1750 RPM, **460** volt, 3 phase, 60 Hz, 1.15 SF, Explosion Proof (Class 1, Group C & D) 15 minute in air continuous duty submersible motor with tandem mechanical seals, moisture sensors, internal thermostats, and **50** feet of power and control cable, manufactured by ABB/Baldor.
Impeller, Cutter Bar, Cutter Nut Upper Cutter, cast steel, heat treated to minimum Rockwell C60.
Mechanical Seal, cartridge type with ductile iron gland, Viton O-rings, tungsten carbide faces, and integral stainless-steel sleeve as manufactured by Vaughan.
Elastomers, Buna N
Bearings, oil bath lubricated with minimum 100,000-hour L-10 bearing life.
Bearing Housing, cast ductile iron with piloted motor mount.
Automatic Oil Level Monitor, PVC plastic reservoir with 120V switch and relay and 25 ft. of hose.
Shaft, heat treated steel
Recirculation Nozzle Assembly consisting of: Not included in the spare pump proposal
- **Valve Assembly**, cast ductile iron with *4" ANSI CL 125 flanged discharge* and a stainless steel valve disk, manually operated for recirculation or discharge.
- **Recirculation Nozzle**, cast ductile iron nozzle with adjustable stainless-steel deflector.
- **Deck Plate**, fabricated stainless steel with reach rods and handles for adjustment of valve and nozzle orientation from above grade.
- **Electric Linear Valve Actuator**, ball screw type for automatic operation of valve recirculation or discharge. Non-explosion proof motor is 115/1/60 rated. Includes a limit switch for indicating valve recirculation or discharge positions.

Pump Finish: Sandblast and coat with minimum 30 MDFT Tnemec Perma-Shield PL Series 431 epoxy.
Standard Guide Rail System consisting of: Not included in the spare pump proposal
3" Base Elbow, cast ductile iron.
3" Guide Bracket, cast ductile iron.



F. J. Nugent & Associates Inc
269 Hunt Park Cove
Longwood , FL 32750
Phone: 407-936-1139

20’ 2” 316 SS guide rails, Anchor bolts, pump lifting chains and Kellum grips
4” x 6” eccentric reducer ANSI 125 (for connection to the recirculation valve)
30” x 36” AL access hatch
Control panel per specifications
Spare Parts consisting of one set of the following:

impeller, cutter bar, set of cutter bar shims, and lower pump mechanical seal

Factory Services consisting of: Additional pump included in factory testing

Factory Performance Testing & Factory Submittals & Factory O&M Manuals
Motor Meggar Test.
2 sets of Pump Overhaul Tools.
One (1) electronic copy of preliminary submittal with up to (8) hardcopies of approved submittals and O & M manuals on 20 lbs. 8 ½” x 11” letter size paper in standard Three (3) Ring Binder.

Price for S3F-060 submersible chopper pump (crated spare) $ 29,381/ea
316 SS ½” thick pump base 24” x 24” (incl cutting to 16” x 20”) $ 923 /ea
Note: Vaughan pump price is for delivery with scum pump system.
Freight is an additional $ 1500 if shipped, separately.

Note: Priced per section 11340 specifications with the following exceptions:

1. Section 11340 Paragraph 3.02.A: Vaughan cannot apply the paint specified in section 09900. Pumps to be coated per paragraph 2.04.A which is Tnemec Series 27WB with a thickness of 16-20 MDFT.
2. Section 16150 This motor section does not include details specific to submersible motors. The quoted motor meets the motor features listed in Section 11340.

Note: Price does NOT include taxes, electrical installation nor anything not specifically included in this proposal.
Terms: Net 30 days, Proposal is valid for 90 days.
Freight: Freight allowed to jobsite
Delivery: Pump and accessories approx. 14-16 weeks after receipt of approved submittals

Thank you for the opportunity to quote on this project.
Please contact me with any questions.
Best Regards, Accepted by: _____

Date: _____

Tom Meyers
SWFl Sales Engineer (239) 224-8422 tmeyers@nugentco.com new: tom@nugentco.com



FERGUSON WATERWORKS

FEL-SARASOTA, FL WATERWORKS
#1212
1601 SARASOTA CENTER BOULEVARD
SARASOTA, FL 34240
Phone: 941-379-8989
Fax: 941-379-3797

Deliver To: .
From: Gary Morgan
Comments:

FEL-SARASOTA, FL WATERWORKS
Price Quotation
Phone: 941-379-8989
Fax: 941-379-3797

Bid No: B553092
Bid Date: 04/23/24
Quoted By: GM

Cust Phone: 410-247-2200
Terms: NET 10TH PROX

Customer:
POOLE AND KENT COMPANY OF
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Ship To:
POOLE AND KENT COMPANY OF
1810 1ST ST WEST
23707 BRADENTON WRF CLARIFI
.
BRADENTON, FL 34205

Cust PO#: 23707 SCUM PS

Job Name: 23707 BRADENTON WRF CLARI

Item	Description	Quantity	Net Price	UM	Total
	PER RED HIGHLIGHTED MARKED UP DRAWING M9				
DFERP4UP	DOM 6X4 DI 125# FLG P-401 ECC RED	1	884.000	EA	884.00
SP-LTFPU	6" SDR11 DIPS HDPE FABRICATED RISER 6" FLG/10'0/90/6'0/PE DIPS 11 W/SS BUR	1	1750.000	EA	1750.00
SP-LTFPU	6" SDR11 DIPS HDPE FABRICATED RISER 6"FLG/6'0/90/4'0/PE DIPS 11 W/SS BUR	1	1413.000	EA	1413.00
PED11E47SCU	6 DIPS PC200 DR11 EF 4.7S COUP	1	115.000	EA	115.00
.CE110EFD	CENTRAL 110V EF BOX RNTL DLY	1	800.000	EA	800.00
DMJ9P4LAU	DOM 6 MJ C153 P-401 90 BEND L/A	1	538.000	EA	538.00
E110600DAP	6 MEGALUG F/DI W/ DMJBGPU	2	49.180	EA	98.36
DFPPP4UU	6X6'0 DOM FLGXPE P-401 BT DI SPL DOMESTIC FLANGES, P401/PC	2	1625.000	EA	3250.00
DF9P4U	DOM 6 DI 125# FLG P-401 90 BEND	1	616.760	EA	616.76
SP-G200U	6 GA 200 FLG RUB DISC CHK VLV AIS OPTION	1	4572.000	EA	4572.00
SP-G517U	6 FLG PLUG VLV W/ H/WHL WORM GEAR AIS OPTION	2	2200.000	EA	4400.00
SP-GA929K	2" GA929 AIR RELEASE VLV AIS	1	2375.000	EA	2375.00
DFFPP4UG	6X1'0 DOM FLGXFLG P-401 BT DI SPL DOMETSIC FLANGES	1	554.610	EA	554.61
DFCROSSU	DOM 6 DI 125# C110 FLG CRS	1	1155.000	EA	1155.00
DTAPBFP4UK	DOM 6X2 DI P-401 125# TAP BLND FLG	1	552.000	EA	552.00
DCFU	DOM 6 DI C110 THRD COMP FLG F/ STL	1	103.000	EA	103.00
D600FSS	6 SS MALE CAMLOK X MIP ADPT	1	328.570	EA	328.57
D600DCSS	6 SS DUST CAP	1	374.290	EA	374.29
DS46NKU	2X6 S40 316L WLD NIP TBE	1	36.113	EA	36.11
A76F10827A	LF 2 SS 1000# THRD FP BV LL	1	254.691	EA	254.69
DS46NKM	2X3 S40 316L WLD NIP TBE	2	18.812	EA	37.62
DS6RFTFK	2 SS 316 150# RF THRD FLG	2	142.000	EA	284.00
SSFAPU	6 SS FLG ACC PKG	8	231.890	EA	1855.12
SSFAPP	4 SS FLG ACC PKG	1	179.000	EA	179.00
SP-SSFAPHU	6" SS FLG ACC KIT F/HDPE	3	250.000	EA	750.00

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=44&on=66045

FERGUSON WATERWORKS

FEL-SARASOTA, FL WATERWORKS
Price Quotation

Fax: 941-379-3797

16:47:52 APR 24 2024
Reference No: B553092

Item	Description	Quantity	Net Price	UM	Total
	316SS 1" LONGER FOR HDPE FLG				
SP-SSPSU	6 SS PIPE SUPPORT	1	799.000	EA	799.00
	APPROX 3'0 TO CL OF DIP (CONFIRM)				
SP-WMPSU	6" SS WALL MOUNTED PIPE SUPPORT	1	1200.000	EA	1200.00
	WALL MOUNTED BRACKETS, CONFIRM				
	DISTANCE FROM WALL TO DIPS HDPE				
PLS410S	LS-410S LINK SEAL W/ SS NUT & BLT	10	35.000	EA	350.00
	6" DIPS HDPE THRU 10" CORE HOLE				
	SUBTOTAL				29625.13

	DEDUCT PREVIOUS DESIGN				
SP-GAPV06MGNAIS	6 MJ PLUG VLV STD PORT W/ 2" OP NUT	1	-1848.720	EA	-1848.72
D461SS	2PC SC CI VLV BX 19-22 SWR	1	-224.700	EA	-224.70
E110600DAP	6 MEGALUG F/DI W/ DMJBGPU	1	-49.180	EA	-49.18
DF9P4U	DOM 6 DI 125# FLG P-401 90 BEND	1	-616.760	EA	-616.76
DFFPP4UG	6X1'0 DOM FLGXFLG P-401 BT DI SPL	2	-554.610	EA	-1109.22
SP-3146PRX	6 125# FLG BALL CHK VLV PROX SWITCH	1	-1255.000	EA	-1255.00
DFFPP4UX	6X8'0 DOM FLGXFLG P-401 BT DI SPL	1	-1307.640	EA	-1307.64
SP-6DIPFABSPOOL	6 DIP FAB SPOOL-DESCRIPTION BELOW	1	-788.770	EA	-788.77
	6X1'0 FLG X WC X MJ WALL PIPE				
SSFAPU	6 SS FLG ACC PKG	6	-231.890	EA	-1391.34
	SUBTOTAL				-8591.33

Net Total:	$21033.80
Tax:	$1262.04
Freight:	$0.00
Total:	$22295.84

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=44&on=66045

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

QUOTATION DATE: Tuesday, February 6, 2024
PROPOSAL #: 24022

Kyle Jackson
Poole & Kent Contractors
1715 W. Lemon Street
Tampa, FL 33606

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
- Pipe Cleaning, CCTV Inspection & Laser Measurement
- Low Pressure Air Testing & Deflection Testing

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
Dale@gmlcoatings.com

SCOPE OF WORK

1. Surface preparation will begin by sandblasting the entire substrate preparing the surface so that it is structurally intact and clean of all corrosion.
2. After sandblasting is completed, the surface area will be power washed at 4000psi, ridding the substrate of all dust and sand.
3. All sand will be removed from the structure along with other debris. Concrete will be applied as needed to specific areas (Joints/Sections).
4. The work area will be completely dried using indirect heat; providing the most ideal environment for superior adhesion.
5. Green Monster™ Structural is spray applied at a 250 mil thickness. This will be sprayed from the top down creating a 100% monolithic lining system throughout the structure.

LS COATING

NO.	STRUCTURE ID	DIAMETER	DEPTH	PRICE (EA)
1	LS	6.00	15.50	$12,272.00
		TOTAL=		**$12,272.00**

EXCLUSIONS:

Any Excavation Work.

Structures are to be cleaned and dry prior to GML's arrival on site.

Pricing does not include removal of existing coatings, fillet repair, leak or crack injection.

Any and all bypassing

Any existing coating removal.

Any leak/crack injection.

Manhole frame adjustment/ replacement

Davis Bacon/Prevailing Wages.

CLARIFICATIONS:

This proposal is based on GML Coatings work plans in an un-obstructed area, changes/delays in the work plan may incur additional cost.

This proposal is based on (5) days a week (10) hour per day - work week, (1) shift per day.

GC to provide water source at work area.

Concrete resurface is not required for new structures. Limited areas may require some resurfacing (joints for example). If a larger area requires to be resurfaced it may incur additional cost.

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.

CONCRETE PRODUCTS OF THE PALM BEACHES, INC.

DATE: 1/12/2024

PRECAST CHANGE ORDER

CUSTOMER:	POOLE AND KENTO CO	**PO:**	
JOB NAME:	BRADENTON WRF		
PERSON CALLING:	KYLE JACKSON	**JOB NUMBER**	JD2023-127

ADD QTY	STR#	ITEMS DESCRIPTION	CASTING REQ.		ITEM PRICE
1		6' RD SUM PS NO AGRU			18,000.00

SUBTOTAL: 18,000.00

DELETE QTY	STR#	ITEMS DESCRIPTION	CASTING REQ.		ITEM PRICE
1		6' RD SCUM PS W/AGRU			21,328.00

SUBTOTAL: 21,328.00

REMARKS/REASON FOR CHANGE(S)	ADDITIONAL COMMENTS/ NOTES	
1. WHY IS C/O NEEDED? OWNER WANTED A DEFERENT COATING/LINER		
2. IS IT IN THE ORIGINAL PLANS? NO	SUBTOTAL:	$
3. WAS IT PART OF THE ORIGINAL QUOTE? NO	CHANGE ORDER TOTAL:	$19,528.00
4. CAN THE CUSTOMER PASS THE COST OF CHANGE(S) ON? YES	REQUESTED DELIVERY :	
5. WHO IS APPROVING IT? KYLE JACKSON		
	COMPLETED BY:	JEFF DICK

CUSTOMER APPROVAL

SIGNED: _____

PRINTED NAME + DATE:

ACCLAIM SERVICE GROUP

Company:	**Poole & Kent**
Address:	**1715 West Lemon Street, Tampa, Fl 33606**
PM / Estimator:	**Kyle Jackson**
Change Order Request #:	**03**
Date:	**4/29/2024**
Description of Change:	**Estimate / COR to Add 12'x6'x12" pad per PCM 04 -scum pump wet well.**

Project:	**Bradenton 4th Clarifier**

LABOR

Quantity	Unit type	Description	$/unit	Cost of labor
1	hrs	Foreman	$ 59.29	$ 59.29
9	hrs	Skill Worker	$ 44.47	$ 400.23
		Labor Subtotal		$ 459.52
		Labor Burden Percentage	0%	$ -
		Labor Total		$ 459.52

MATERIAL

Quantity	Unit type	Description	$/unit	Cost of Material
1	LS	Min. Load (5cy) Concrete Mix CAJB5R12 -no Penetron	$ 878.00	$ 878.00
1	LS	Concrete Forms (plywood & 2x4's)	$ 50.00	$ 50.00
0	LS	Rebar / reinforcing not required	$ -	$ -
		Material subtotal		$ 928.00
		Material Sales Tax	0.00%	
		Material Total		$ 928.00

EQUIPMENT / SUBCONTRACTORS / UNIT COSTS

Quantity	Unit type	Description	$/unit	Cost of E/S/U
0	Ls		$ -	$ -
0	LS		$ -	$ -
				$ -
		Equipment & Sub Total		$ -

Labor Total		$ 459.52
Material total		$ 928.00
Equip./Sub/ Unit Total		$ -
Subtotal		$ 1,387.52
Allowable OH&P	15%	$ 208.13
Bond Rate	2.50%	$ 39.89
GRAND TOTAL		**$ 1,635.54**

11504 Perpetual Drive, Odessa, Fl 33556
Ph: 727-848-3200 / Fax: 727-848-3211

PROPOSED CONTRACT MODIFICATION (PCM) No. 04

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-WTRKP PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF Addition Of 4th Clarifier Plant Modifications Associated With Injection Well

TO: Kyle Jackson – Poole & Kent DATE: 2/8/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – WWTF Improvement - Project Plan Set – DWG No. M9 & C3 - Redlines

DESCRIPTION OF MODIFICATION: Contractor is requested to provide equitable itemized proposal for the installation of an above grade assembly and slab for the associated valves and appurtenances. The adjusted design includes some of the originally designed components that were to be in the Scum Pump Wet Well, but generally modifies: HDPE replacing DI inside wet well, addition of pump base detail, replacement of allowed wet well liner, addition of bypass pump-out connection and ARV, replacement of ball check valve with lever/weight check valve, replacement of buried plug valve with above grade plug valve, and addition of concrete pad.

REASON FOR MODIFICATION: The City of Bradenton has adopted Wet Well standards that prohibit the location of valves and appurtenances inside the wet wells for maintenance purposes. All of these components are to be located above grade.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

☒ Do not proceed with the work until a change order is issued.

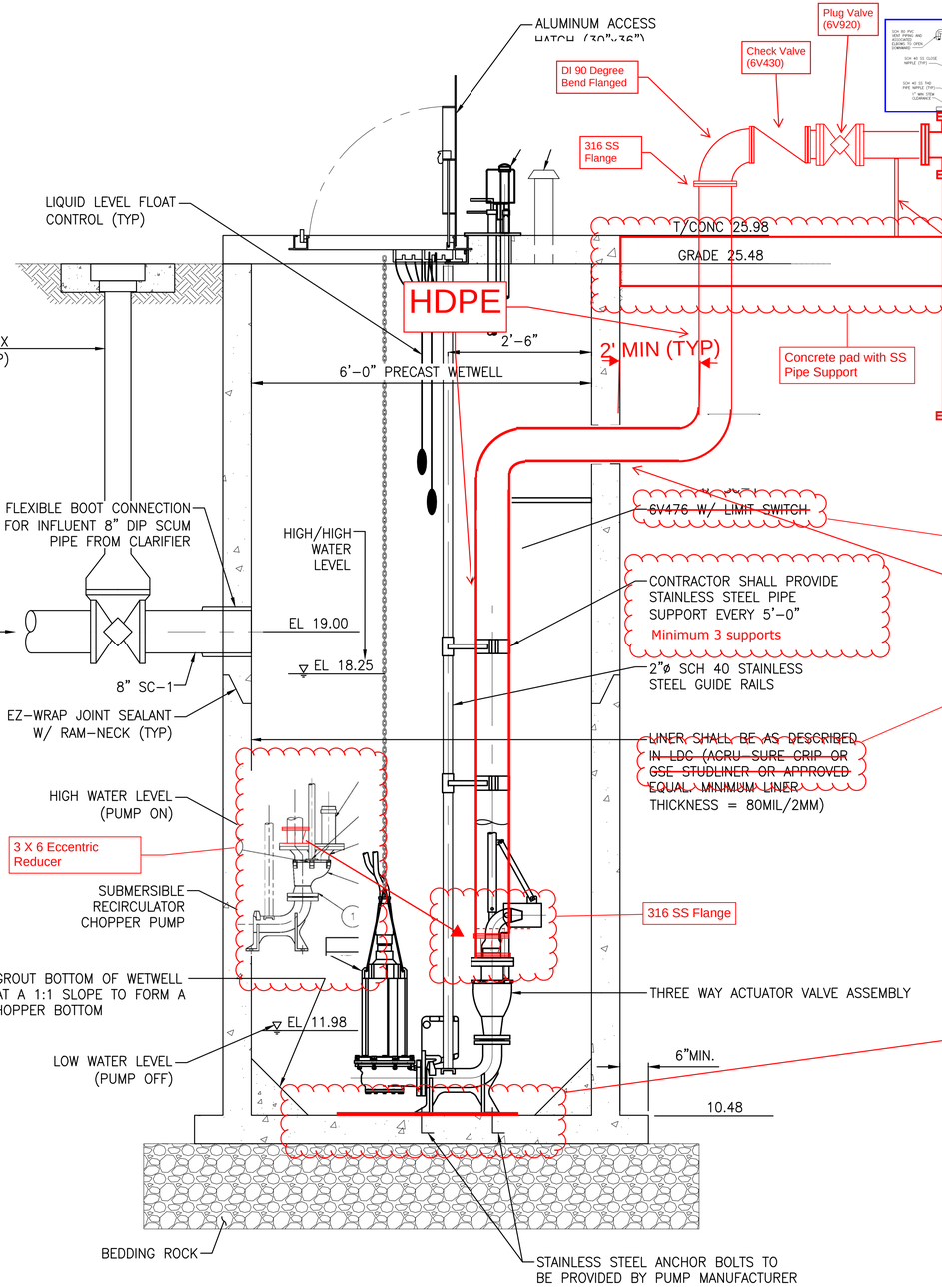
Your response is requested by 2/22/2024

xc:

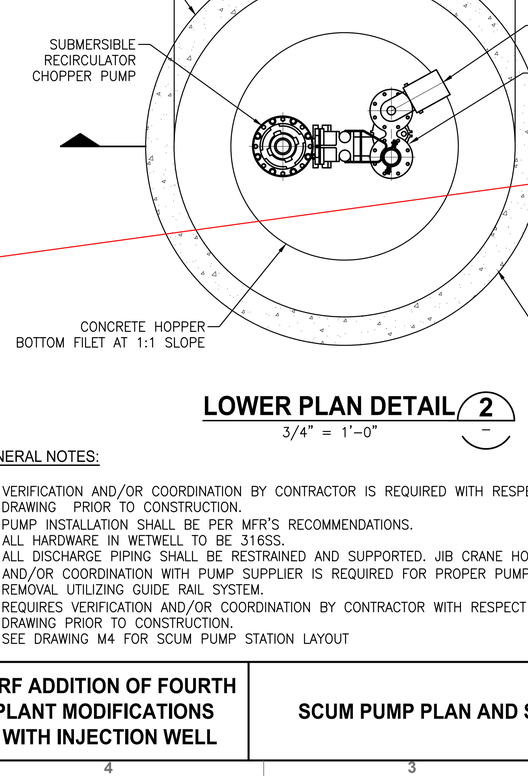
SIGNATURE: Christopher Seufert

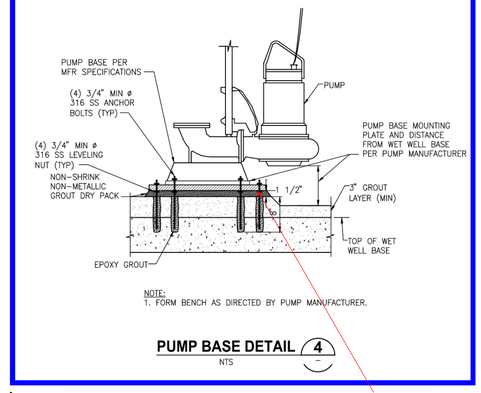
PLOTTED: 10/10/2023 08:07 AM RON MEADOWS

© Jones Edmunds 2234



UPPER PLAN DETAIL 1
3/4" = 1'-0"





PUMP BASE DETAIL 4
NTS

Steel Plate Under Base Elbow SS 1/2" - 16" X 20" min - See detail above. Contractor responsible for providing or coordinating with pump manufacturer

LOWER PLAN DETAIL 2
3/4" = 1'-0"

SECTION A M9
3/4" = 1'-0"

GENERAL NOTES:

1. VERIFICATION AND/OR COORDINATION BY CONTRACTOR IS REQUIRED WITH RESPECT TO APPROVED SHOP DRAWING PRIOR TO CONSTRUCTION.
2. PUMP INSTALLATION SHALL BE PER MFR'S RECOMMENDATIONS.
3. ALL HARDWARE IN WETWELL TO BE 316SS.
4. ALL DISCHARGE PIPING SHALL BE RESTRAINED AND SUPPORTED. JIB CRANE HOOK REACH VERIFICATION AND/OR COORDINATION WITH PUMP SUPPLIER IS REQUIRED FOR PROPER PUMP INSTALLATION AND REMOVAL UTILIZING GUIDE RAIL SYSTEM.
5. REQUIRES VERIFICATION AND/OR COORDINATION BY CONTRACTOR WITH RESPECT TO APPROVED SHOP DRAWING PRIOR TO CONSTRUCTION.
6. SEE DRAWING M4 FOR SCUM PUMP STATION LAYOUT

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

SCUM PUMP PLAN AND SECTION

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

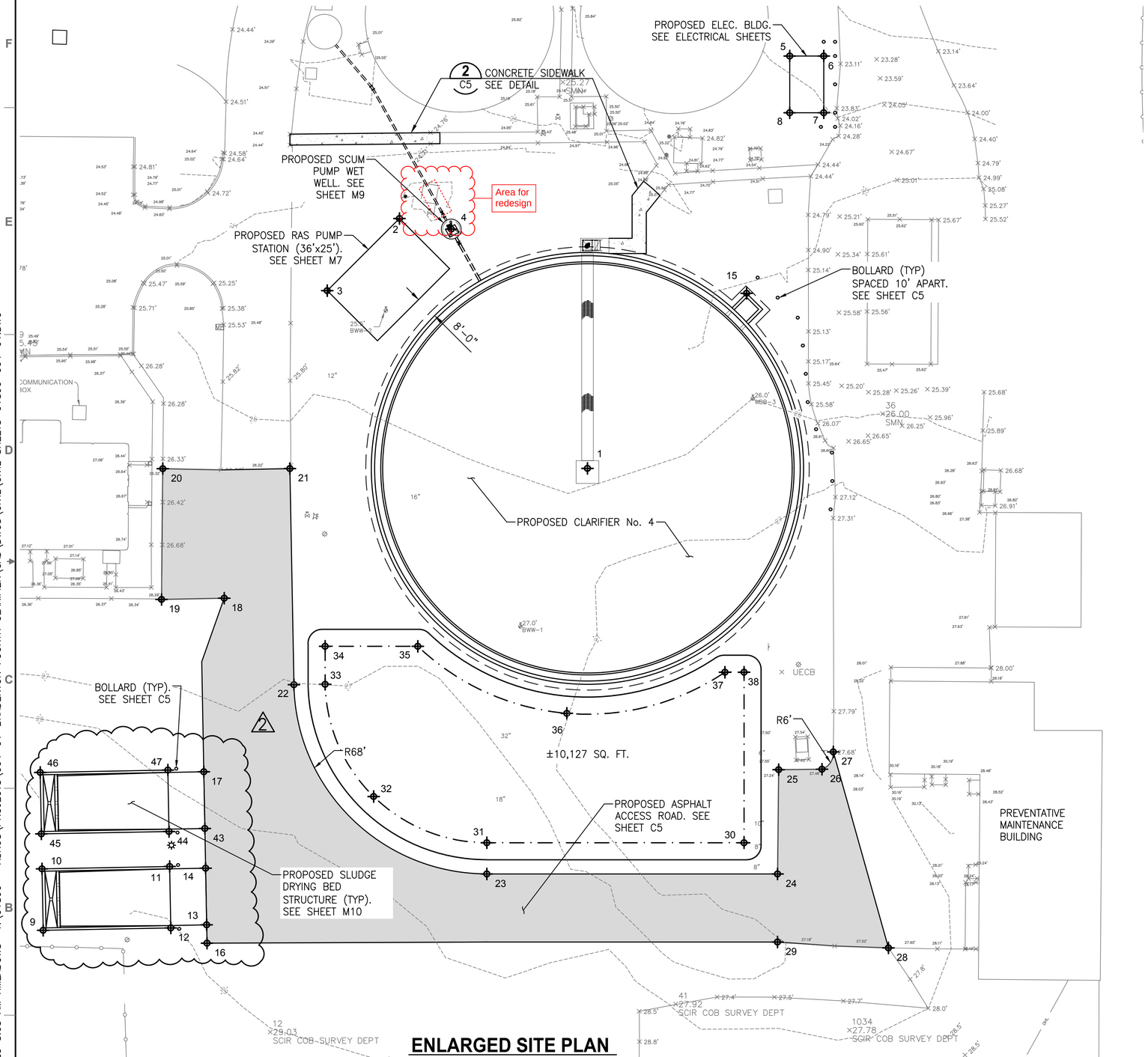
Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: M9

SAVED: 10/10/2023 8:02 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\MECH\MECH SHEETS-01890-004-01.DWG

PLOTTED: 10/10/2023 08:05 AM RON MEADOWS

© Jones Edmunds 2234



ENLARGED SITE PLAN

1"=20'

COORDINATE TABLE

POINT	NORTHING	EASTING	DESCRIPTION
1	1144971.30	473288.01	150' DIAM. CLARIFIER CENTER
2	1145059.42	473221.75	RAS PAD N CORNER
3	1145033.98	473196.28	RAS PAD W CORNER
4	1145055.68	473240.00	SCUM PUMP WELL CENTER
5	1145116.70	473359.32	ELEC. BLDG. NW CORNER
6	1145116.70	473371.32	ELEC. BLDG. NE CONER
7	1145096.70	473371.32	ELEC. BLDG. SE CORNER
8	1145096.70	473359.32	ELEC. BLDG. SW CORNER
9	1144808.47	473096.14	SLUDGE DRYING BED SW CORNER
10	1144830.13	473095.73	SLUDGE DRYING BED NW CORNER
11	1144830.97	473140.72	SLUDGE DRYING BED NE CORNER
12	1144809.31	473141.13	SLUDGE DRYING BED SE CORNER
13	1144810.38	473153.78	EDGE OF ASPHALT
14	1144830.37	473153.41	EDGE OF ASPHALT
15	1145033.06	473344.11	NW CORNER EFFLUENT BOX
16	1144803.93	473153.90	PAVEMENT TANGENT PT
17	1144864.37	473152.77	PAVEMENT TANGENT PT
18	1144925.55	473159.96	PAVEMENT CORNER
19	1144925.12	473137.86	PAVEMENT CORNER
20	1144971.20	473138.31	PAVEMENT CORNER
21	1144971.24	473183.11	PAVEMENT CORNER
22	1144895.07	473184.53	PAVEMENT TANGENT PT
23	1144828.33	473252.52	PAVEMENT TANGENT PT
24	1144828.33	473355.01	PAVEMENT CORNER
25	1144865.10	473355.42	PAVEMENT CORNER
26	1144865.25	473370.67	PAVEMENT TANGENT PT
27	1144871.35	473374.66	PAVEMENT CORNER
28	1144802.25	473394.11	PAVEMENT CORNER
29	1144804.33	473355.01	PAVEMENT CORNER
30	1144839.33	473343.21	GRADING BOTTOM
31	1144839.33	473252.52	GRADING BOTTOM
32	1144855.62	473212.63	GRADING BOTTOM
33	1144895.17	473195.53	GRADING BOTTOM
34	1144908.58	473195.53	GRADING BOTTOM
35	1144908.58	473228.20	GRADING BOTTOM
36	1144884.94	473280.74	GRADING BOTTOM
37	1144899.46	473336.48	GRADING BOTTOM
38	1144899.46	473343.21	GRADING BOTTOM
39	1145061.04	473018.67	RAS FLOW METER PAD
40	1145090.23	473018.79	RAS FLOW METER PAD
41	1145090.21	473024.79	RAS FLOW METER PAD
42	1145061.02	473024.67	RAS FLOW METER PAD
43	1144844.37	473153.15	PAVEMENT TANGENT PT
44	1144843.30	473140.49	SLUDGE DRYING BED SE CORNER
45	1144842.46	473095.50	SLUGE DRYING BED SW CORNER
46	1144864.12	473095.10	SLUDGE DRYING BED NW CORNER
47	1144864.96	473140.09	SLUDGE DRYING BED NE CORNER

SEE SHEET C4 FOR LOCATION

N

GRAPHIC SCALE

0 10 20 40

SCALE IN FEET

2

COORDINATES UPDATED TO REFLECT NEW SLUDGE DRYING BEDS LOCATION.

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.
2	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

GEOMETRY AND PAVING PLAN AND COORDINATE TABLE

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: C3

SAVED: 10/10/2023 8:03 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\CIVIL\CIVIL SHEETS-01890-004-01.DWG

PROPOSED CONTRACT MODIFICATION (PCM) No. 09

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-WTRKP PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF Addition Of 4th Clarifier Plant Modifications Associated With Injection Well

TO: Kyle Jackson – Poole & Kent DATE: 2/19/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – WWTF Improvement - Project Specification – Specification 11340.

DESCRIPTION OF MODIFICATION: Contractor is requested to provide equitable itemized proposal for the addition of a spare part to item 1.08.A of Specification 11340, Submersible Centrifugal Chopper Pumps: One uninstalled spare pump, ready and prepared to be placed into service.

REASON FOR MODIFICATION: The City of Bradenton has adopted Wet Well standards that require all lift stations to be minimum duplex or at if simplex is required, include an uninstalled spare pump.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

☒ Do not proceed with the work until a change order is issued.

Your response is requested by 03/01/2024

xc:

SIGNATURE: Christopher Seufert

PROPOSED CONTRACT MODIFICATION (PCM) No. 04

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-WTRKP PROJECT MANAGER: Dean Jones

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF Addition Of 4th Clarifier Plant Modifications Associated With Injection Well

TO: Kyle Jackson – Poole & Kent DATE: 1/5/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – WWTF Improvement - Project Plan Set – DWG No. D5 Redlines

DESCRIPTION OF MODIFICATION: It is understood that contractor participated in modifications as time was of the essence regarding found conditions. Contractor is requested to provide equitable itemized proposal for the Time, Materials and Equipment needed for installation of a temporary bypass for existing WAS piping, to intercept piping from the Sludge Pump Station Building to Digesters #1 & #2. Please also itemize any field spotting and/or demolition not indicated in the original contract.

REASON FOR MODIFICATION: During excavation it was found due to previous repairs and construction projects at the WWTF, the WAS piping was found tied into a series of Underground connections leading to Digesters #1 & #2.

WORK DIRECTIVE:

☒ Proceed with the work immediately.

☐ Do not proceed with the work until a change order is issued.

Your response is requested by 1/5/2024

xc:

SIGNATURE: Christopher Seufert



PLOTTED: 10/10/2023 08:05 AM RON MEADOWS

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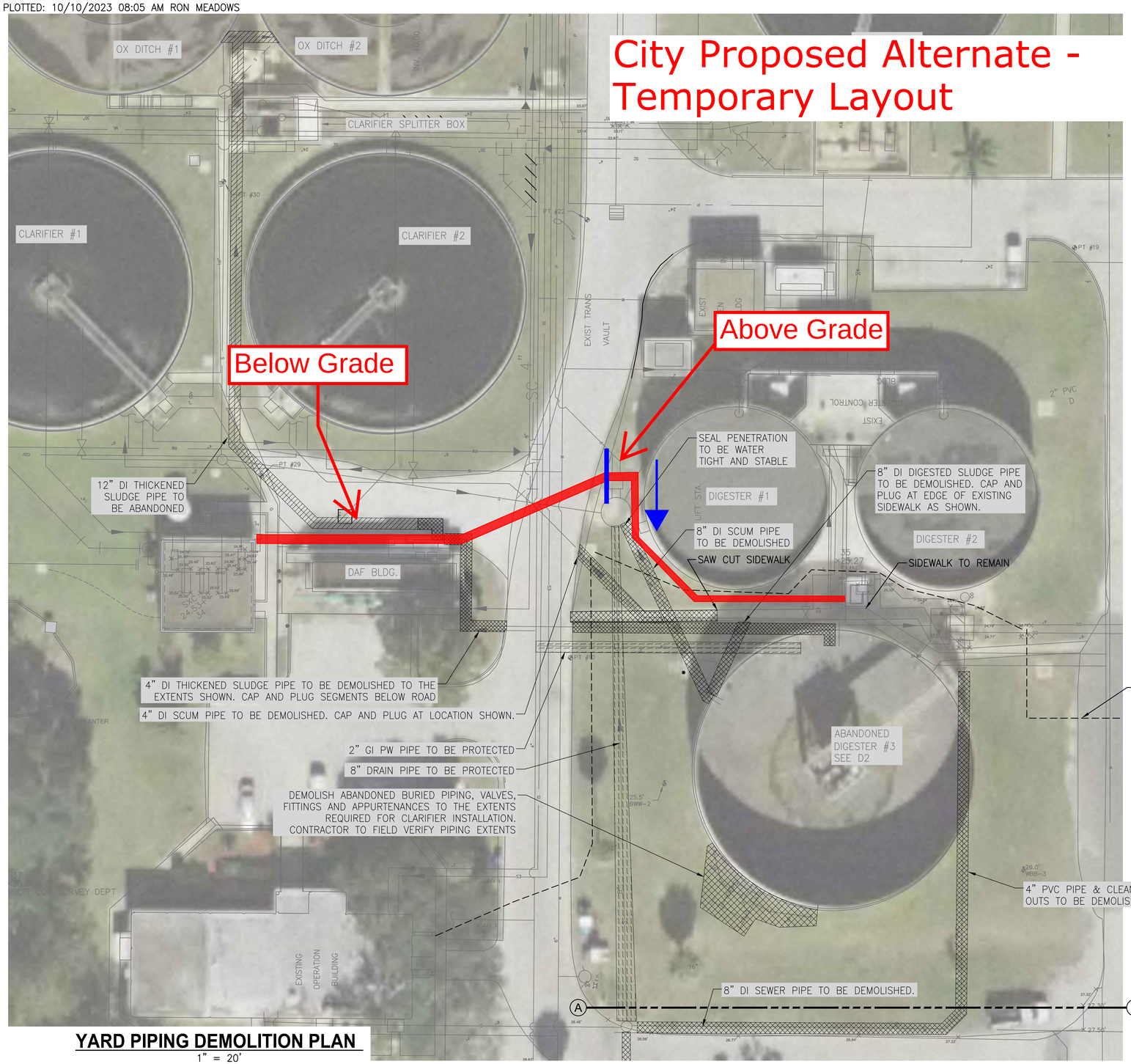
City Proposed Alternate - Temporary Layout



YARD PIPING DEMOLITION PLAN

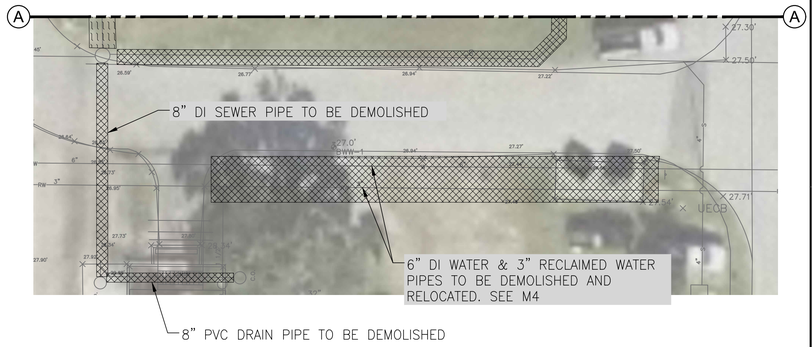
1" = 20'

GRAPHIC SCALE

0 10 20 40

SCALE IN FEET

N



LEGEND

- DEMOLISH AND REMOVE
- TO BE PROTECTED AND/OR RELOCATED
- ABANDON IN PLACE AND PLUG BOTH ENDS W/ NON-SHRINK GROUT
- TO BE REFURBISHED

NOTES:

1. CONTRACTOR TO DEVELOP A MAINTENANCE OF PLANT OPERATIONS (MOPO) PLAN TO KEEP THE THREE EXISTING CLARIFIERS IN-SERVICE DURING MODIFICATION AND CONSTRUCTION OF THE FOURTH CLARIFIER WEIR AND ISOLATION GATE. PLAN SHALL BE SUBMITTED TO OWNER AND ENGINEER.
2. APPROXIMATE LOCATION OF BURIED CONDUIT AND/OR FIBER OPTIC CABLE FROM DEWATERING BUILDING TO ADMINISTRATIVE BUILDING. CONTRACTOR TO FIELD VERIFY EXACT LOCATION AND RELOCATE AS NECESSARY BEFORE DEMOLITION OR CONSTRUCTION OF NEW CLARIFIER.

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

YARD PIPING DEMOLITION

Sean P. Menard, State of Florida, Professional Engineer, License #58647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: D5

SAVED: 10/10/2023 8:03 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\DEMO SHEETS-01890-004-01.DWG

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

January 26th, 2024

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #01 – Temporary WAS Bypass

City of Bradenton,

This proposal is for the previously completed work under a field directive. The work included the routing of a temporary WAS Bypass that ties in by the DAF building and ties in to the 8" DIP into the digester building. This proposal does not include any future permanent piping solutions.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $5,001.

This proposal includes the following:

1. This proposal is valid for a period of 21 days, at which point it is void at option of Poole and Kent.
2. Pricing is based on normal working hours and not any overtime.
3. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
4. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
5. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Regards,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 1

Date: 1/26/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ 2,039.88	$ 855.00
2	Rental Equipment + Tools	$ 830.00	
3	Suppliers & Subcontractors	$ -	
4	Incidental/Consumables (2% of PK Labor)	$ 23.10	$300.00
Totals: Material Cost - Labor Hours		$ 2,892.98	$ 1,155.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	10.00	$45.00	$450.00
Journeyman/Foreman	5.00	$55.00	$275.00
Superindentant	2.00	$65.00	$130.00
TOTAL LABOR			$855.00

Suppliers		0.00
Labor Cost		1,155.00
Material Cost		2,039.88
Rental Equipment		830.00
Sales Tax	7.5%	215.24
Incidentals & Delivery		23.10
SubTotal		4,263.22
General Markup	15%	639.48
Subtotal		4,902.70
Subcontractors		0.00
Sub Mark Up	7%	0.00
Subtotal		4,902.70
Bond	1%	49.03
Insurance	1%	49.03
Final Adjustment		0.24
Total		$5,001.00

Sheet Identification: MATERIAL AND LABOR COST ESTIMATE SHEET Sheet No. 1

QUANTITY	DESCRIPTION	MATERIAL		LABOR	
		Unit Price	Ext. Price	UNIT	TOTAL
1	PVC Materials for Bypass	$ 2,039.88	$ 2,039.88		0
			$ -		0
			$ -		
			$ -		0
			$ -		0
			$ -		0

CONSTRUCTION EQUIPMENT AND MAJOR TOOLS

EQUIPMENT / TOOLS	QTY	UNIT	COST PER UNIT	TOTAL COST
Acetylene Rigs Complete		hrs		0.00
Air Compressor, Chipping Hammer, and Hose		day		0.00
Backhoe		day		0.00
Saw W. Gas	1	day	245.00	245.00
Barricades		hrs		0.00
Blower/Fan		hrs		0.00
Bomag Roller		hrs		0.00
Case Wheel Loader		day	0.00	0.00
Concrete Pump Truck		Yds		0.00
Core Drill Machine		day	110.00	0.00
Crane		hrs		0.00
Crane (Boom Truck)		hrs		0.00
Crawler		Trips		0.00
Compactor W. Fuel & Delivery		day		0.00
Dewatering Equipment		Weeks		0.00
Diesel Welding Machine		week		0.00
Drill - Variable Speed		hrs		0.00
Dumpster		month	125.00	0.00
Dumptruck		hrs		0.00
Excavator (Mini)	1	day	585.00	585.00
Excavator (Mini) Delivery & Pickup				0.00
Flat Bed Truck - 2 Ton		hrs		0.00
Fork Lift		month	3,504.15	0.00
Fork Lift & pickup			400.00	0.00
Front End Loader		week		0.00
Generator		hrs		0.00
Diesel		gallons	5.50	0.00
Grooving Machine		hrs		0.00
Hilti Drill		hrs		0.00
Ladders		hrs		0.00
Laser		hrs		0.00
Pick-up Truck		hrs		0.00
Pipe Bending Machine		week		0.00
Pipe Machine		hrs		0.00
Plate Compactor		day	150.00	0.00
Portable Power Jack		hrs		0.00
2" Electric Pump (2 Pumps)		week	250.00	0.00
Restroom		month	220.00	0.00
Roust-A-Bouts		hrs		0.00
Rubber Tire Combination		hrs		0.00
Scaffolding/shoring		month	281.00	0.00
Scaffolding/shoring Delivery & pickup			400.00	0.00
Scissor/Hi-Lift		week		0.00
Safety Equipment		month		0.00
Temporary OH Crane (2)		Month	1,000.00	0.00
Track Backhoe		hrs		0.00
Transit/Level		hrs		0.00
Trench Box		days		0.00
Trenching Machine		hrs		0.00
Other (Concrete/Grout Hual off)		n/a		0.00
Snokel Lift				0.00
Delivery/ Pick Up of Equipment		n/a		0.00
				0.00
		EQUIPMENT & TOOLS TOTAL COSTS		$830.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	1	100.00	100.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	2	100.00	200.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$300.00

FERGUSON WATERWORKS

EMAIL DUPLICATE INVOICE

FEL-SARASOTA, FL WATERWORKS
 # 44
PO BOX 100286
ATLANTA, GA 30384-0286

Deliver To:
From: Riley Erisman
Comments:

Please Contact With Questions:
941-379-8989

Invoice Number	*Customer*	*Page*
2071134	66045	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> **2162.27**

FEL-SARASOTA, FL WATERWORKS
44
PO BOX 100286
ATLANTA, GA 30384-0286

Sold To:
POOLE AND KENT COMPANY OF FL
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Ship To:
COUNTER PICK UP
#1212
1601 SARASOTA CENTER BOULEVARD
SARASOTA, FL 34240

Ship Whse	*Sell Whse*	*Tax Code*	*Customer Order Number*	*Sales Person*	*Job Name*	*Invoice Date*	*Batch*
1212	1212	FLOCAP	23707	106	23707 BRADENTON WRF CLARI	01/04/2024	116896

Ordered	*Shipped*	*Item Number*	*Description*	*Unit Price*	*UM*	*Amount*
200	200	P40BEPP20	4X20 FT PVC S40 BE PIPE	665.500	C	1331.00
4	4	P40S9P	4 PVC S40 SXS 90 ELL	28.358	EA	113.43
1	1	P40S4P	4 PVC S40 SXS 45 ELL	36.943	EA	36.94
1	1	P80VSSFP	4 PVC S80 VAN STONE SOC FLG	47.052	EA	47.05
1	1	PMJBCGASPEPDM	4 MJ GSKT & BLU BOLT PK W/ EPDM	51.934	EA	51.93
1	1	R31105	24 ALUM STRT PIPE WRCH 82	126.855	EA	126.86
1	1	PSCTB14	14-1/2 BLAC PROSELECT C/TIE 100PK	42.552	PK	42.55
1	1	ARM4000XL	DISP NITR 6 MIL BLK XL 100/BX	18.515	BX	18.52
1	1	A1160100	60 WDG PINCH POINT CROW BAR	61.171	EA	61.17
1	1	GPRPMANATEE	4' MANATEE CNTY PROBE ROD	49.644	EA	49.64
1	1	PP54504	4 FT GATE VLV T HDL KEY	96.850	EA	96.85
1	1	PP55308	36 90 DEG M/HOLE CVR HOOK	47.200	EA	47.20
3	3	FEIBUCKET	5G BCKT FERGUSON LOGO GRAD	5.580	EA	16.74

Invoice Sub-Total	**2039.88**
Tax	**122.39**
Total Amt	**2162.27**

TOTAL DUE ---> **2162.27**

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT https://www.ferguson.com/content/website-info/terms-of-sale GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKETUNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

PROPOSED CONTRACT MODIFICATION (PCM) No. 04

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-WTRKP PROJECT MANAGER: Dean Jones

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF Addition Of 4th Clarifier Plant Modifications Associated With Injection Well

TO: Kyle Jackson – Poole & Kent DATE: 1/5/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – WWTF Improvement - Project Plan Set – DWG No. D5 Redlines

DESCRIPTION OF MODIFICATION: It is understood that contractor participated in modifications as time was of the essence regarding found conditions. Contractor is requested to provide equitable itemized proposal for the Time, Materials and Equipment needed for installation of a temporary bypass for existing WAS piping, to intercept piping from the Sludge Pump Station Building to Digesters #1 & #2. Please also itemize any field spotting and/or demolition not indicated in the original contract.

REASON FOR MODIFICATION: During excavation it was found due to previous repairs and construction projects at the WWTF, the WAS piping was found tied into a series of Underground connections leading to Digesters #1 & #2.

WORK DIRECTIVE:

☒ Proceed with the work immediately.

☐ Do not proceed with the work until a change order is issued.

Your response is requested by 1/5/2024

xc:

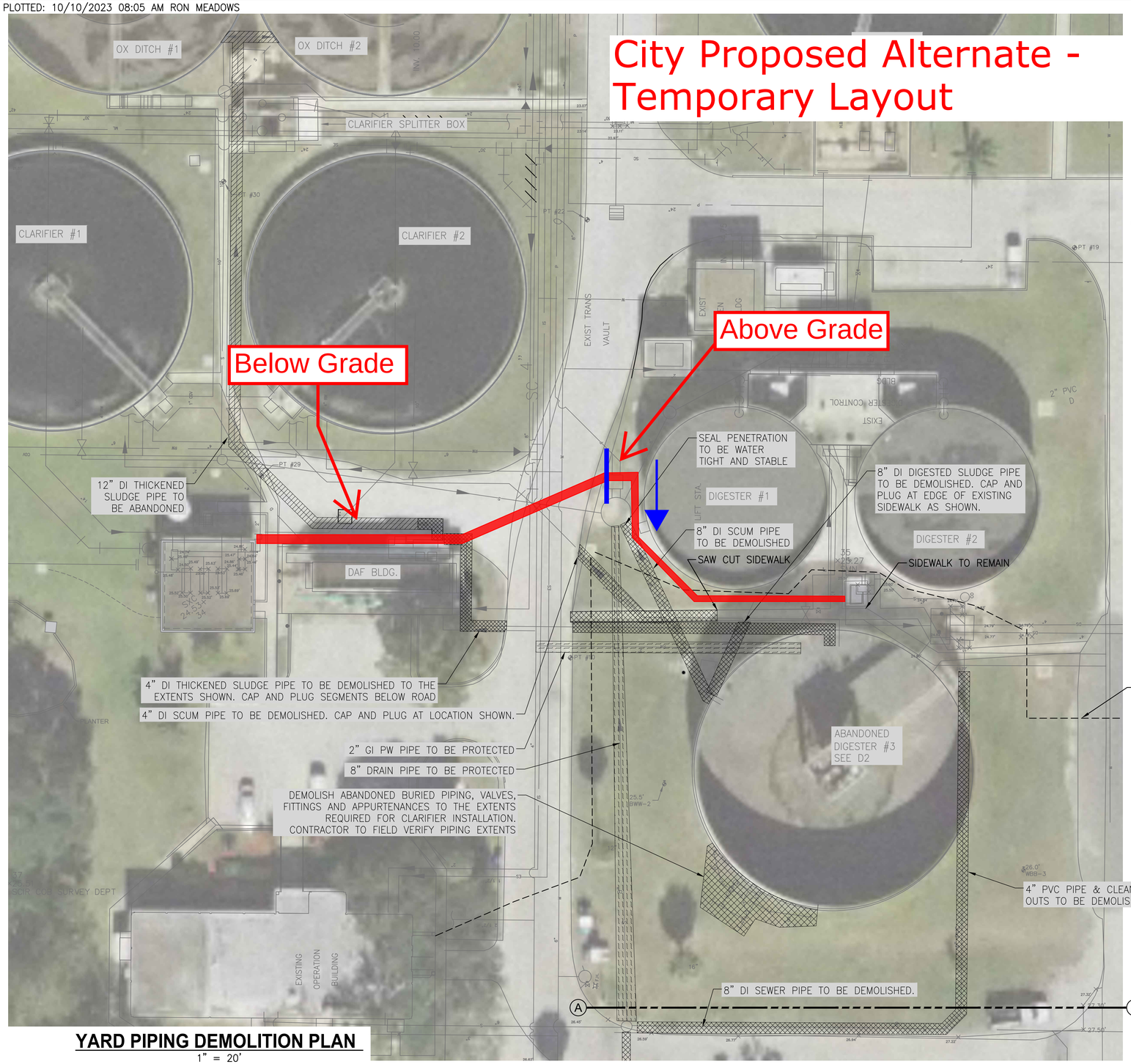
SIGNATURE: Christopher Seufert



PLOTTED: 10/10/2023 08:05 AM RON MEADOWS

© Jones Edmunds 2234

City Proposed Alternate - Temporary Layout



YARD PIPING DEMOLITION PLAN

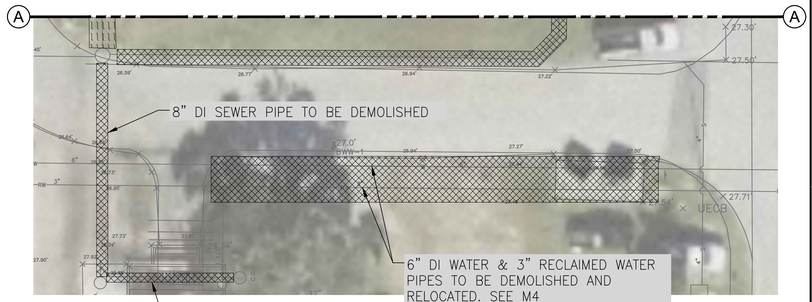
1" = 20'

GRAPHIC SCALE

0 10 20 40

SCALE IN FEET

N



LEGEND

- DEMOLISH AND REMOVE
- TO BE PROTECTED AND/OR RELOCATED
- ABANDON IN PLACE AND PLUG BOTH ENDS W/ NON-SHRINK GROUT
- TO BE REFURBISHED

NOTES:

1. CONTRACTOR TO DEVELOP A MAINTENANCE OF PLANT OPERATIONS (MOPO) PLAN TO KEEP THE THREE EXISTING CLARIFIERS IN-SERVICE DURING MODIFICATION AND CONSTRUCTION OF THE FOURTH CLARIFIER WEIR AND ISOLATION GATE. PLAN SHALL BE SUBMITTED TO OWNER AND ENGINEER.
2. APPROXIMATE LOCATION OF BURIED CONDUIT AND/OR FIBER OPTIC CABLE FROM DEWATERING BUILDING TO ADMINISTRATIVE BUILDING. CONTRACTOR TO FIELD VERIFY EXACT LOCATION AND RELOCATE AS NECESSARY BEFORE DEMOLITION OR CONSTRUCTION OF NEW CLARIFIER.

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

YARD PIPING DEMOLITION

Sean P. Menard, State of Florida, Professional Engineer, License #68647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: D5

SAVED: 10/10/2023 8:03 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\DEMO SHEETS-01890-004-01.DWG

PROPOSED CONTRACT MODIFICATION (PCM) No. 06

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-WTRKP PROJECT MANAGER: Dean Jones

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF Addition Of 4th Clarifier Plant Modifications Associated With Injection Well

TO: Kyle Jackson – Poole & Kent DATE: 1/11/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – WWTF Improvement - Project Plan Set – DWG No. D5 Redlines

DESCRIPTION OF MODIFICATION: The Contractor is requested to provide equitable itemized proposal for the Time, Materials and Equipment needed for removal in the highlighted area in lieu of abandon in place of remaining 4" Thickened Sludge and 8" DI Digested Sludge Pipe additional to work outlined in plan, South of Digesters #1 & #2.

REASON FOR MODIFICATION: During excavation it was found due to previous repairs and construction projects at the WWTF, the Digested Sludge and Thickened Sludge piping was found tied into a series of Underground connections leading to Digester #3. The request to remove the pipe instead of abandon in place will provide more footprint for designed installations.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

☒ Do not proceed with the work until a change order is issued.

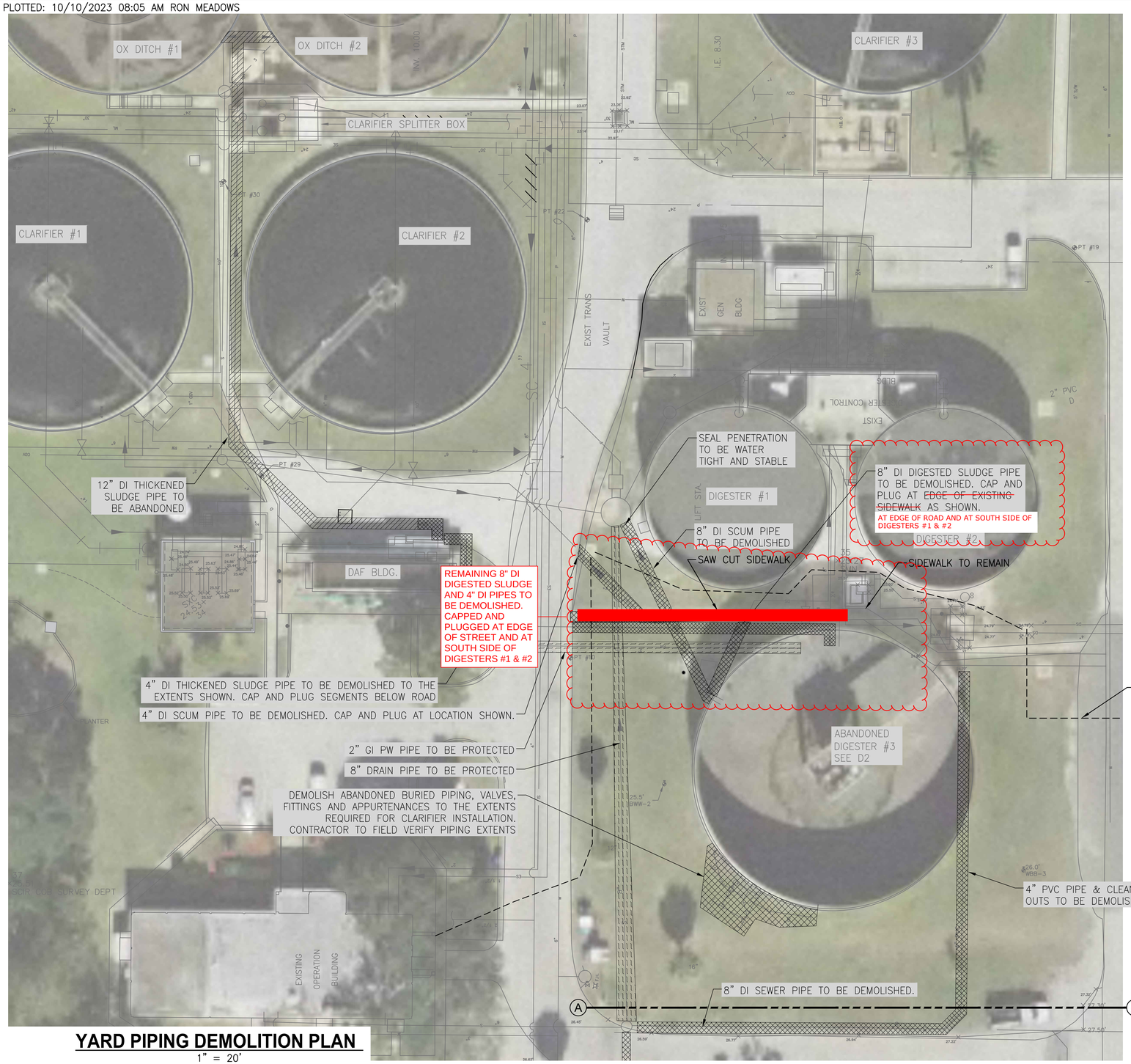
Your response is requested by 1/24/2024

xc:

SIGNATURE: Christopher Seufert

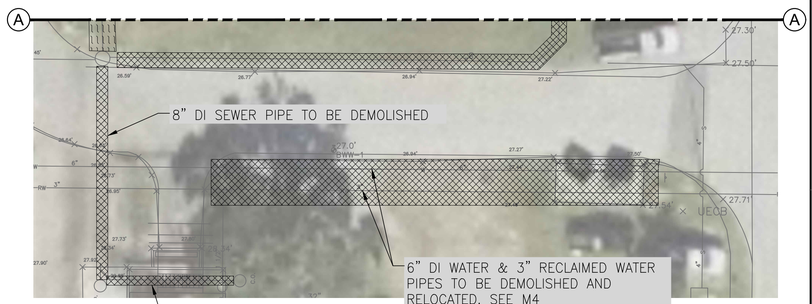
PLOTTED: 10/10/2023 08:05 AM RON MEADOWS

© Jones Edmunds 2234



YARD PIPING DEMOLITION PLAN

1" = 20'



GRAPHIC SCALE

0 10 20 40

SCALE IN FEET

N

LEGEND

- DEMOLISH AND REMOVE
- ABANDON IN PLACE AND PLUG BOTH ENDS W/ NON-SHRINK GROUT
- TO BE PROTECTED AND/OR RELOCATED
- TO BE REFURBISHED

NOTES:

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CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

YARD PIPING DEMOLITION

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

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PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: D5

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Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

February 7th, 2023

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #03 – Additional Demolition

City of Bradenton,

This proposal is for the previously completed work under a field directive and covers the materials and labor required up to 1/25/24. The work included the exploration of unknown underground piping, demolition of (2) pipe encasements located underneath the demolished digester, modifications to 6" drain from digester building. This proposal does not include any future demolition or relocations added to our scope of work.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $24,980.

This proposal includes the following:

1. This proposal is valid for a period of 21 days, at which point it is void at option of Poole and Kent.
2. Pricing is based on normal working hours and not any overtime.
3. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
4. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
5. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Regards,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 1

Date: 2/7/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ 2,598.97	$ 7,630.00
2	Rental Equipment + Tools	$ 4,868.00	
3	Suppliers & Subcontractors	$ 4,800.00	
4	Incidental/Consumables (2% of PK Labor)	$ 172.60	$1,000.00
Totals: Material Cost - Labor Hours		$ 12,439.57	$ 8,630.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	88.00	$45.00	$3,960.00
Journeyman/Foreman	36.00	$55.00	$1,980.00
Superindentant	26.00	$65.00	$1,690.00
TOTAL LABOR			$7,630.00

Suppliers		0.00
Labor Cost		8,630.00
Material Cost		2,598.97
Rental Equipment		4,868.00
Sales Tax	7.5%	560.02
Incidentals & Delivery		172.60
SubTotal		16,829.59
General Markup	15%	2,524.44
Subtotal		19,354.03
Subcontractors		4,800.00
Sub Mark Up	7%	336.00
Subtotal		24,490.03
Bond	1%	244.90
Insurance	1%	244.90
Final Adjustment		0.17
Total		$24,980.00

Sheet Identification: MATERIAL AND LABOR COST ESTIMATE SHEET Sheet No. 1

QUANTITY	DESCRIPTION	MATERIAL		LABOR	
		Unit Price	Ext. Price	UNIT	TOTAL
1	Misc Materials for Additional Demolition	$ 1,115.29	$ 1,115.29		0
1	Tracer Wire	$ 140.75	$ 140.75		0
1	MJ's	$ 1,342.93	$ 1,342.93		
			$ -		0
			$ -		0
			$ -		0

CONSTRUCTION EQUIPMENT AND MAJOR TOOLS

EQUIPMENT / TOOLS	QTY	UNIT	COST PER UNIT	TOTAL COST
Acetylene Rigs Complete		hrs		0.00
Air Compressor, Chipping Hammer, and Hose	1	week	429.00	0.00
Backhoe		day		0.00
Saw W. Gas		hrs		0.00
Barricades		hrs		0.00
Blower/Fan		hrs		0.00
Bomag Roller		hrs		0.00
Case Wheel Loader		day	0.00	0.00
Concrete Pump Truck		Yds		0.00
Core Drill Machine		day	110.00	0.00
Crane		hrs		0.00
Crane (Boom Truck)		hrs		0.00
Crawler		Trips		0.00
Compactor W. Fuel & Delivery		day		0.00
Dewatering Equipment		Weeks		0.00
Diesel Welding Machine		week		0.00
Drill - Variable Speed		hrs		0.00
Dumpster		month	125.00	0.00
Dumptruck		hrs		0.00
Excavator (Mini)	1	month	4,173.00	4,173.00
Excavator (Mini) Delivery & Pickup				0.00
Flat Bed Truck - 2 Ton		hrs		0.00
Fork Lift		month	3,504.15	0.00
Fork Lift & pickup			400.00	0.00
Front End Loader		week		0.00
Generator		hrs		0.00
Diesel		gallons	5.50	0.00
Grooving Machine		hrs		0.00
Hilti Drill		hrs		0.00
Ladders		hrs		0.00
Laser		hrs		0.00
Pick-up Truck		hrs		0.00
Pipe Bending Machine		week		0.00
Pipe Machine		hrs		0.00
Plate Compactor		day	150.00	0.00
Portable Power Jack		hrs		0.00
2" Electric Pump (2 Pumps)		week	250.00	0.00
4 Inch Diaphram Pump	1	week	695.00	695.00
Restroom		month	220.00	0.00
Roust-A-Bouts		hrs		0.00
Rubber Tire Combination		hrs		0.00
Scaffolding/shoring		month	281.00	0.00
Scaffolding/shoring Delivery & pickup			400.00	0.00
Scissor/Hi-Lift		week		0.00
Safety Equipment		month		0.00
Temporary OH Crane (2)		Month	1,000.00	0.00
Track Backhoe		hrs		0.00
Transit/Level		hrs		0.00
Trench Box		days		0.00
Trenching Machine		hrs		0.00
Other (Concrete/Grout Hual off)		n/a		0.00
Snokel Lift				0.00
Delivery/ Pick Up of Equipment		n/a		0.00
				0.00
		EQUIPMENT & TOOLS TOTAL COSTS		$4,868.00

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
	TOTAL EQUIPMENT	0.00

SUBCONTRACTOR	SCOPE	PRICE
SEAS	ENCASEMENT/ADDITIONAL PIPE DEMOLITION	$ 4,800.00
	TOTAL SUBCONTRACTORS	4,800.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	2	100.00	200.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	8	100.00	800.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$1,000.00

FERGUSON WATERWORKS

EMAIL DUPLICATE INVOICE

FEL-SARASOTA, FL WATERWORKS
 # 44
PO BOX 100286
ATLANTA, GA 30384-0286

Deliver To:
From: Riley Erisman
Comments:

Please Contact With Questions:
941-379-8989

Invoice Number	*Customer*	*Page*
2070363	66045	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> **1297.97**

FEL-SARASOTA, FL WATERWORKS
44
PO BOX 100286
ATLANTA, GA 30384-0286

Sold To:
POOLE AND KENT COMPANY OF FL
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Ship To:
COUNTER PICK UP
#1212
1601 SARASOTA CENTER BOULEVARD
SARASOTA, FL 34240

Ship Whse	*Sell Whse*	*Tax Code*	*Customer Order Number*	*Sales Person*	*Job Name*	*Invoice Date*	*Batch*
1212	1212	FLOCAP	23707	106	23707 BRADENTON WRF CLARI	12/28/2023	116846

Ordered	*Shipped*	*Item Number*	*Description*	*Unit Price*	*UM*	*Amount*
2	2	SSLDEX8	8 DIP WDG REST GLND *ONELOK E-COAT	63.789	EA	127.58
1	1	SSLDEX12	12 DIP WDG REST GLND *ONELOK E-COAT	137.753	EA	137.75
2	2	MJTCAPLAXK	8X2 MJ C153 TAP CAP L/A	150.528	EA	301.06
1	1	MJTCAPLA12K	12X2 MJ C153 TAP CAP L/A	247.296	EA	247.30
2	2	PMJBCGASXEPDM	8 MJ GSKT & BLU BOLT PK W/ EPDM	74.762	EA	149.52
1	1	PMJBCGAS12EPDM	12 MJ GSKT & BLU BOLT PK W/ EPDM	99.293	EA	99.29
3	3	IBRLFCPLUGK	LF 2 BRS SQ HD CORED PLUG	17.598	EA	52.79
12	12	ARM1415XL	HI VIZ NYL 15G NITR GLV XL	3.215	PR	~~38.58~~
2	2	ARMAP1CLR	CLR HALF FRM S/GLS DAVENPORT	4.970	EA	~~9.94~~
2	2	ARMVT1IO	I/O FULL FRM S/GLS GOYENS	9.195	EA	~~18.39~~
1	1	ARM9700BL10	RAIN/MUD BOOT BLAC PLAIN TOE SZ 10	21.145	PR	~~21.15~~
1	1	ARM9700BL12	RAIN/MUD BOOT BLAC PLAIN TOE SZ 12	21.145	PR	~~21.15~~

Invoice Sub-Total	1115.29	~~1224.50~~
Tax	66.92	~~73.47~~
Total Amt	1182.21	~~1297.97~~

TOTAL DUE ---> **1297.97**

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT https://www.ferguson.com/content/website-info/terms-of-sale GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKETUNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

FERGUSON WATERWORKS

EMAIL DUPLICATE INVOICE

FEL-SARASOTA, FL WATERWORKS
 # 44
PO BOX 100286
ATLANTA, GA 30384-0286

Deliver To:
From: Riley Erisman
Comments:

Please Contact With Questions:
941-379-8989

Invoice Number	*Customer*	*Page*
WS020879	66045	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> **164.19**

FEL-SARASOTA, FL WATERWORKS
44
PO BOX 100286
ATLANTA, GA 30384-0286

Sold To:
POOLE AND KENT COMPANY OF FL
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Ship To:
POOLE AND KENT COMPANY OF FL
1810 1ST ST WEST
23707 BRADENTON WRF CLARIFIER
BRADENTON, FL 34205

Ship Whse	*Sell Whse*	*Tax Code*	*Customer Order Number*	*Sales Person*	*Job Name*	*Invoice Date*	*Batch*
1212	1212	FLOCAP	23707-2-006	106	23707	12/22/2023	116822

Ordered	*Shipped*	*Item Number*	*Description*	*Unit Price*	*UM*	*Amount*
1	*1*	*PSD3105G4*	*3X1000 UG DET SWR GREE*	*28.610*	*EA*	*28.61*
			Sequence #: 347			
			Cust Desc : 3" X 1000'			
			SEWER DET TAPE-GREEN			
500	*500*	*P744130532*	*10GA SLD HFCCS PE30 WIRE GREE 500*	*224.280*	*M*	*112.14*
			Sequence #: 346			
			Cust Desc : 10 GAUGE SOLID			
			WIRE-500' - GREEN			
			INSULATION			

Invoice Sub-Total	**140.75**
Delivery	**14.99**
Tax	**8.45**
Total Amt	**164.19**

TOTAL DUE ---> **164.19**

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FERGUSON WATERWORKS

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 # 44
PO BOX 100286
ATLANTA, GA 30384-0286

Deliver To:
From: Riley Erisman
Comments:

Please Contact With Questions:
941-379-8989

Invoice Number	*Customer*	*Page*
2070215	66045	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> **2049.22**

FEL-SARASOTA, FL WATERWORKS
44
PO BOX 100286
ATLANTA, GA 30384-0286

Sold To:
POOLE AND KENT COMPANY OF FL
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Ship To:
COUNTER PICK UP
#1212
1601 SARASOTA CENTER BOULEVARD
SARASOTA, FL 34240

Ship Whse	*Sell Whse*	*Tax Code*	*Customer Order Number*	*Sales Person*	*Job Name*	*Invoice Date*	*Batch*
1212	1212	FLOCAP	23707	106	23707 BRADENTON WRF CLARI	12/26/2023	116822

Ordered	*Shipped*	*Item Number*	*Description*	*Unit Price*	*UM*	*Amount*
2	2	SSLCEX4	4 PVC WDG REST GLND *ONELOK E-COAT	43.720	EA	87.44
4	4	SSLCEX6	6 PVC WDG REST GLND *ONELOK E-COAT	53.119	EA	212.48
1	1	SSLCEX8	8 PVC WDG REST GLND *ONELOK E-COAT	78.535	EA	78.54
2	2	MJSCAPLAP	4 MJ C153 SLD CAP L/A	38.400	EA	76.80
2	2	MJ4LAU	6 MJ C153 45 BEND L/A	134.400	EA	268.80
1	1	MJTCAPLAXK	8X2 MJ C153 TAP CAP L/A	150.528	EA	150.53
2	2	PMJBCGASPEPDM	4 MJ GSKT & BLU BOLT PK W/ EPDM	51.934	EA	103.87
4	4	PMJBCGASUEPDM	6 MJ GSKT & BLU BOLT PK W/ EPDM	68.028	EA	272.11
1	1	PMJBCGASXEPDM	8 MJ GSKT & BLU BOLT PK W/ EPDM	74.762	EA	74.76
1	1	IBRLFCPLUGK	LF 2 BRS SQ HD CORED PLUG	17.598	EA	17.60
1	1	FNWCGAALK	2 ALUM QCK COUP A	6.547	EA	~~6.55~~
1	1	A1131200050CE	2X50 DISCHRG HOSE W/ C+E COUP	100.200	EA	~~100.20~~
1	1	A1148200050CE	2X50 PVC DISCHRG HSE MXF QC BLUE	118.330	EA	~~118.33~~
1	1	THS24S62	1/2HP SGL PH 115V TRASH PUMP	365.210	EA	~~365.21~~

Invoice Sub-Total	1342.93	~~1933.22~~
Tax	80.58	~~116.00~~
Total Amt	1423.51	~~2049.22~~

TOTAL DUE ---> **2049.22**

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		HOURS		
DATE	TASK	APPRENTICE	FOREMAN	SUPERINTENDENT
13-Dec	EXPLORATION NORTH OF DIGESTER	8	4	2
19-Dec	EXPLORATION NORTH OF DIGESTER	8	4	2
21-Dec	EXPLORATION SOUTH OF DIGESTER	8	4	2
26-Dec	EXPLORATION EAST OF DIGESTER	8	4	2
27-Dec	EXPLORATION EAST OF DIGESTER	8	4	2
28-Dec	EXPLORATION/DEMO IVO LIFT STATION & DEMO'D TRANSFER PUMPS	8	4	4
29-Dec	EXPLORATION/DEMO IVO LIFT STATION & DEMO'D TRANSFER PUMPS	8	4	4
10-Jan	ADDITIONAL PIPE DEMOLITION NORTH OF DIGESTER	8	4	3
11-Jan	6" MODIFICATIONS	8	4	3
16-Jan	PIPE ENCASEMENTS DEMO	8	0	1
17-Jan	PIPE ENCASEMENTS DEMO	8	0	1
Total		**88**	**36**	**26**

PROPOSED CONTRACT MODIFICATION (PCM) No. 07

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-WTRKP PROJECT MANAGER: Dean Jones

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF Addition Of 4th Clarifier Plant Modifications Associated with Injection Well

TO: Kyle Jackson – Poole & Kent DATE: 2/7/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – WWTF Improvement - Project Plan Set – DWG No. M2 Redlines

DESCRIPTION OF MODIFICATION: The Contractor is requested to provide equitable itemized proposal for the Time, Materials and Equipment needed for installation, in the highlighted area, of 6" C900 pipe to redirect the 6" potable water unknown during design running North/South in the proximity of the Sludge Handling Facility.

REASON FOR MODIFICATION: During excavation it was found due to previous repairs and construction projects at the WWTF, the 6" potable water line feeding the maintenance building and the sludge handling building transversed into the location of the proposed new clarifier. The request to redirect the 6" potable pipe which will provide more footprint for designed installations.

WORK DIRECTIVE:

☒ Proceed with the work immediately.

☐ Do not proceed with the work until a change order is issued.

Your response is requested by 2/21/2024

xc:

SIGNATURE: Christopher Seufert

6" SC-1

8" SC-1

3" RCW

3

8

2

9

M4

WM

WM

WM

Dewatering Building

152'-0"

25.5
BWW-2

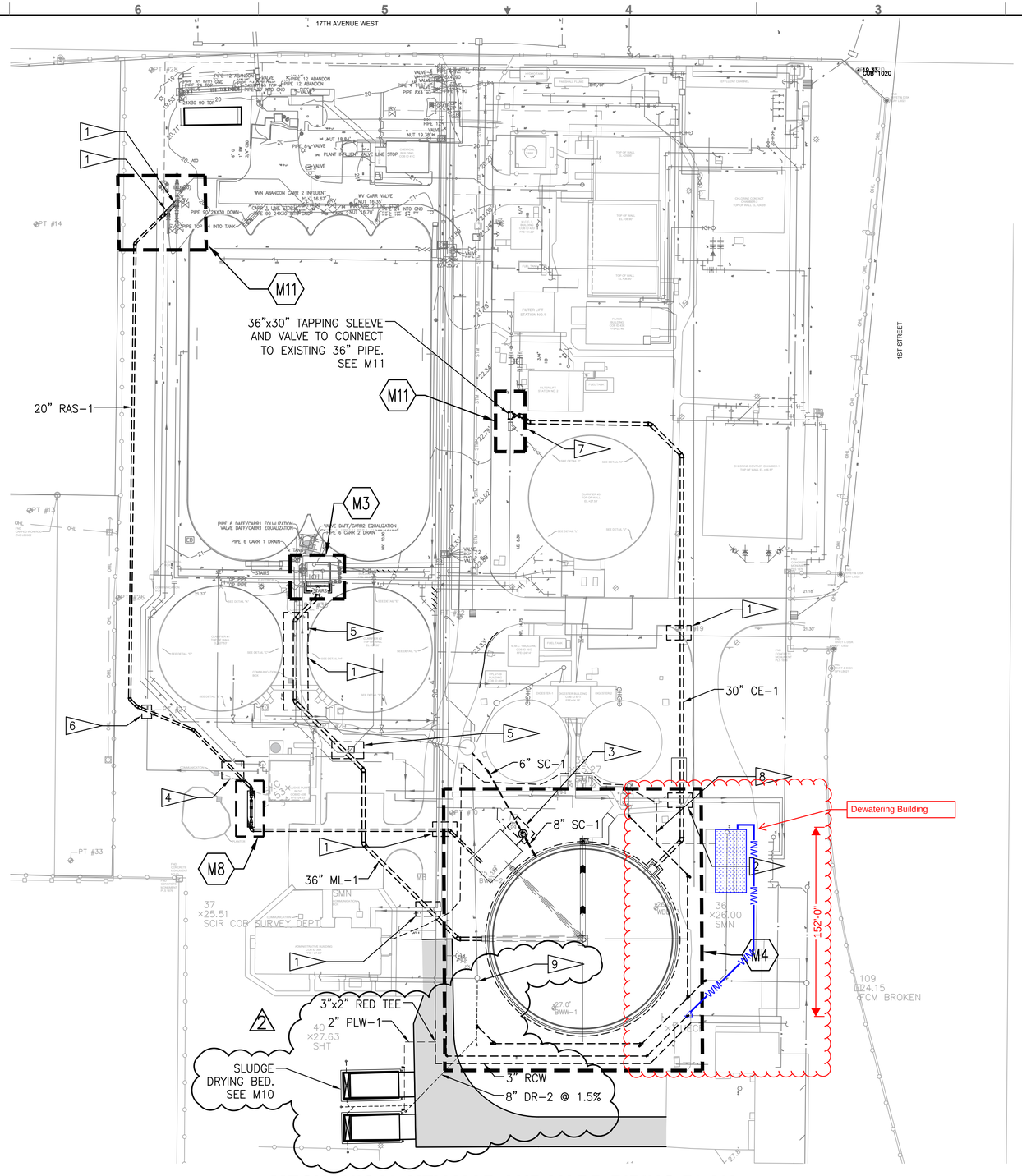
27.0'
BWW-1

36
×26.00
SMN

109
24.15
FCM BROKEN

PLOTTED: 10/10/2023 08:06 AM RON MEADOWS

© Jones Edmunds 2234



MECHANICAL KEY MAP AND YARD PIPING PLAN

1"=50'

NOTES:

1. PRIOR TO INSTALLATION NEW PIPING THAT WILL CONNECT OR TIE-IN TO EXISTING PIPING CONTRACTOR SHALL EXPOSE EXISTING PIPING AT THE CONNECT/TIE-IN POINT TO FIELD VERIFY ELEVATION, SIZE AND MATERIAL. IF DIFFERS FROM DRAWING CONTRACTOR SHALL NOTIFY THE ENGINEER.

GRAPHIC SCALE

0 25 50 100

SCALE IN FEET

PIPE CONFLICTS

1. CONTRACTOR TO CONFIRM INVERT ELEVATION OF EXISTING PIPING AND INSTALL FITTINGS ON NEW PIPE AS NECESSARY TO AVOID CONFLICTS IN ACCORDANCE WITH NOTE 1 (THIS SHEET), GENERAL NOTES 9, 11, AND 30 ON G4, AND DETAIL 1 ON M14.
2. FROM BELT PRESS PUMPS TO SLUDGE HANDLING FACILITY. IE: 21.21' TO IE: CONTRACTOR TO CONFIRM.
3. FROM DISCHARGE PIPE (6") OF SCUM PUMPS TO THE PLANT LIFT STATION. IE: CONTRACTOR TO CONFIRM TO IE: 16.91'.
4. FROM DISCHARGE PIPE OF RAS PUMPS IN SLUDGE PUMPING STATION TO 24"x14" REDUCER. IE: 18.91' TO IE: CONTRACTOR TO CONFIRM.
5. FROM 12" PIPE (SUBNATANT EFFLUENT DRAIN) OF SLUDGE THICKENER TO AERATION TANKS. IE: CONTRACTOR TO CONFIRM TO IE: 14.41'.
5. FROM 14" PIPE (SLUDGE DRAW-OFF) OF CLARIFIER TO SLUDGE PUMPING STATION. IE: 9.33' TO IE: 18.91'.
6. FROM DISCHARGE PIPE OF RAS PUMPS IN SLUDGE PUMPING STATION TO 24"x14" REDUCER. IE: 18.91' TO IE: CONTRACTOR TO CONFIRM.
7. FROM 36"x24" WYE CONNECTION TO 36" TEE FITTING. IE: 10.16' TO IE: 9.16'.
8. APPROXIMATE LOCATION OF BURIED CONDUIT AND/OR FIBER OPTIC CABLE FROM DEWATERING BUILDING TO ADMINISTRATIVE BUILDING. CONTRACTOR TO FIELD VERIFY EXACT LOCATION AND RELOCATE AS NECESSARY BEFORE DEMOLITION OR CONSTRUCTION OF NEW CLARIFIER.
9. 8" DR-2 TO TIE INTO EXISTING MANHOLE USING EXISTING SOUTH CORE, IE: 20.41'

CONFORMED SET

REV	DATE	REVISION DESCRITION	BY	APP'D.
2	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

MECHANICAL KEY MAP AND YARD PIPING

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: M2

SAVED: 10/10/2023 8:02 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\MECH SHEETS-01890-004-01.DWG

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

April 10th, 2024

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #07 – 6 Inch Potable Water Reroute

City of Bradenton,

This proposal is to reroute a 6" Potable Water Pipe around the east side of the screw press building in order to remove the conflict with the proposed clarifier and keep the water service to the screw press building.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $13,724.

This proposal includes the following:

1. Pricing is valid for 30 days.
2. Pricing is based on normal working hours and not any overtime.
3. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
4. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
5. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 7

Date: 4/10/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ 6,358.00	$ 3,200.00
2	Rental Equipment + Tools	$ 1,110.00	
3	Suppliers & Subcontractors	$ -	
4	Incidental/Consumables (2% of PK Labor)	$ 72.00	$400.00
Totals: Material Cost - Labor Hours		$ 7,540.00	$ 3,600.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	40.00	$45.00	$1,800.00
Journeyman/Foreman	16.00	$55.00	$880.00
Superindentant	8.00	$65.00	$520.00
TOTAL LABOR			$3,200.00

Suppliers		0.00
Labor Cost		3,600.00
Material Cost		6,358.00
Rental Equipment		1,110.00
Sales Tax	7.5%	560.10
Incidentals & Delivery		72.00
SubTotal		11,700.10
General Markup	15%	1,755.02
Subtotal		13,455.12
Subcontractors		0.00
Sub Mark Up	7%	0.00
Subtotal		13,455.12
Bond	1%	134.55
Insurance	1%	134.55
Final Adjustment		(0.22)
Total		$13,724.00

Sheet Identification: MATERIAL AND LABOR COST ESTIMATE SHEET Sheet No. 1

QUANTITY	DESCRIPTION	MATERIAL		LABOR	
		Unit Price	Ext. Price	UNIT	TOTAL
1	Extra 6" Materials	$ 6,358.00	$ 6,358.00		0
			$ -		0
			$ -		
			$ -		0
			$ -		0
			$ -		0

CONSTRUCTION EQUIPMENT AND MAJOR TOOLS

EQUIPMENT / TOOLS	QTY	UNIT	COST PER UNIT	TOTAL COST
Acetylene Rigs Complete		hrs		0.00
Air Compressor, Chipping Hammer, and Hose		week	429.00	0.00
Backhoe		day		0.00
Saw W. Gas		hrs		0.00
Barricades		hrs		0.00
Blower/Fan		hrs		0.00
Bomag Roller		hrs		0.00
Case Wheel Loader		day	0.00	0.00
Concrete Pump Truck		Yds		0.00
Core Drill Machine		day	110.00	0.00
Crane		hrs		0.00
Crane (Boom Truck)		hrs		0.00
Crawler		Trips		0.00
Compactor W. Fuel & Delivery		day		0.00
Dewatering Equipment		Weeks		0.00
Diesel Welding Machine		week		0.00
Drill - Variable Speed		hrs		0.00
Dumpster		month	125.00	0.00
Dumptruck		hrs		0.00
Excavator (Mini)	1	week	960.00	960.00
Excavator (Mini) Delivery & Pickup				0.00
Flat Bed Truck - 2 Ton		hrs		0.00
Fork Lift		month	3,504.15	0.00
Fork Lift & pickup			400.00	0.00
Front End Loader		week		0.00
Generator		hrs		0.00
Diesel		gallons	5.50	0.00
Grooving Machine		hrs		0.00
Hilti Drill		hrs		0.00
Ladders		hrs		0.00
Laser		hrs		0.00
Pick-up Truck		hrs		0.00
Pipe Bending Machine		week		0.00
Pipe Machine		hrs		0.00
Plate Compactor	1	day	150.00	150.00
Portable Power Jack		hrs		0.00
2" Electric Pump (2 Pumps)		week	250.00	0.00
4 Inch Diaphram Pump		week	695.00	0.00
Restroom		month	220.00	0.00
Roust-A-Bouts		hrs		0.00
Rubber Tire Combination		hrs		0.00
Scaffolding/shoring		month	281.00	0.00
Scaffolding/shoring Delivery & pickup			400.00	0.00
Scissor/Hi-Lift		week		0.00
Safety Equipment		month		0.00
Temporary OH Crane (2)		Month	1,000.00	0.00
Track Backhoe		hrs		0.00
Transit/Level		hrs		0.00
Trench Box		days		0.00
Trenching Machine		hrs		0.00
Other (Concrete/Grout Hual off)		n/a		0.00
Snokel Lift				0.00
Delivery/ Pick Up of Equipment		n/a		0.00
				0.00
		EQUIPMENT & TOOLS TOTAL COSTS		$1,110.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	2	100.00	200.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	2	100.00	200.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$400.00

PROPOSED CONTRACT MODIFICATION (PCM) No. 07

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-WTRKP PROJECT MANAGER: Dean Jones

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF Addition Of 4th Clarifier Plant Modifications Associated with Injection Well

TO: Kyle Jackson – Poole & Kent DATE: 2/7/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

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REASON FOR MODIFICATION: During excavation it was found due to previous repairs and construction projects at the WWTF, the 6" potable water line feeding the maintenance building and the sludge handling building transversed into the location of the proposed new clarifier. The request to redirect the 6" potable pipe which will provide more footprint for designed installations.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

☒ Do not proceed with the work until a change order is issued.

Your response is requested by 2/21/2024

xc:

SIGNATURE: Christopher Seufert

6" SC-1

8" SC-1

3" RCW

3

8

2

9

M4

WM

WM

WM

Dewatering Building

152'-0"

25.5
BWW-2

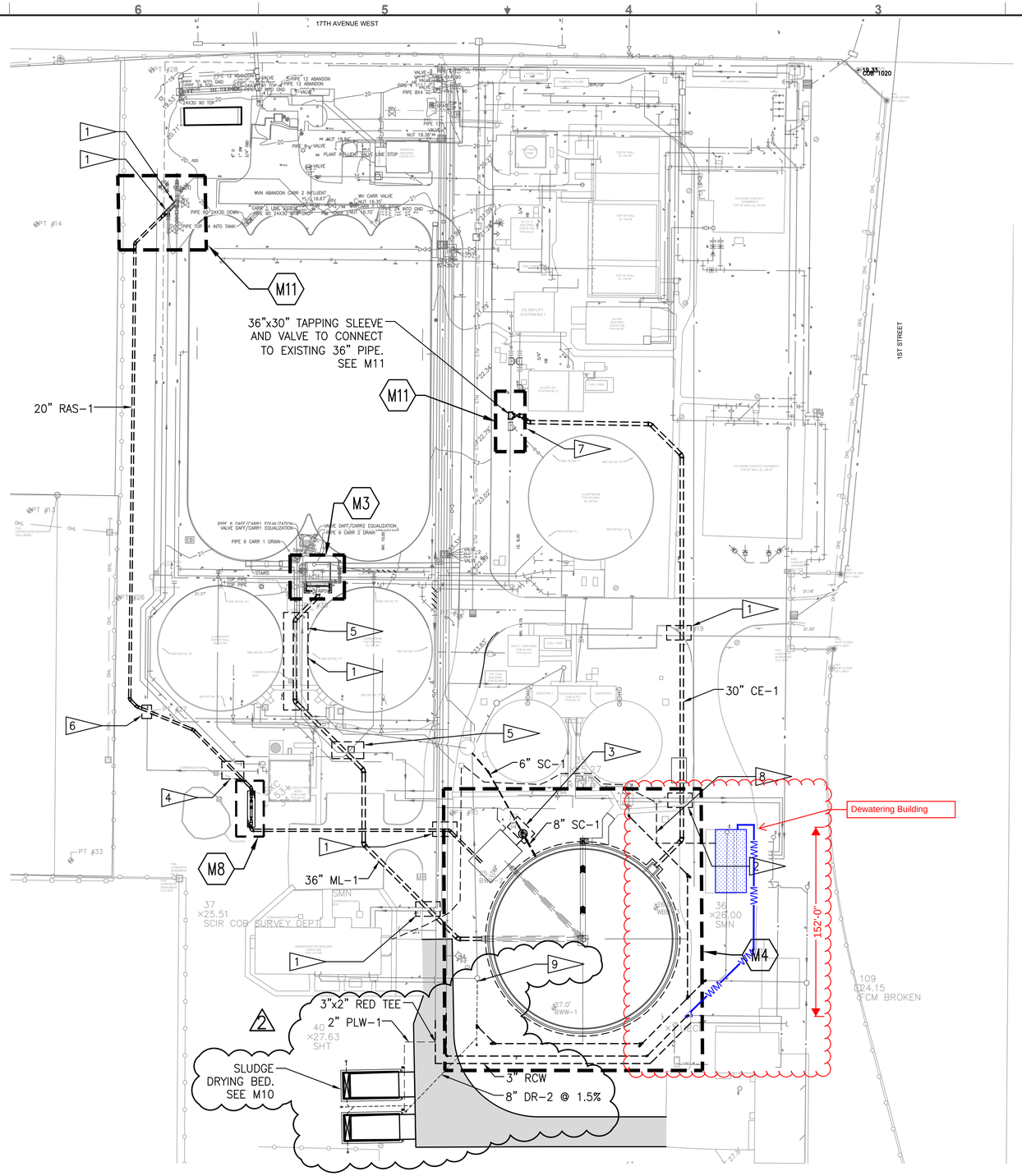
27.0'
BWW-1

36
×26.00
SMN

109
24.15
FCM BROKEN

PLOTTED: 10/10/2023 08:06 AM RON MEADOWS

© Jones Edmunds 2234



PIPE CONFLICTS

1. CONTRACTOR TO CONFIRM INVERT ELEVATION OF EXISTING PIPING AND INSTALL FITTINGS ON NEW PIPE AS NECESSARY TO AVOID CONFLICTS IN ACCORDANCE WITH NOTE 1 (THIS SHEET), GENERAL NOTES 9, 11, AND 30 ON G4, AND DETAIL 1 ON M14.
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3. FROM DISCHARGE PIPE (6") OF SCUM PUMPS TO THE PLANT LIFT STATION. IE: CONTRACTOR TO CONFIRM TO IE: 16.91'.
4. FROM DISCHARGE PIPE OF RAS PUMPS IN SLUDGE PUMPING STATION TO 24"x14" REDUCER. IE: 18.91' TO IE: CONTRACTOR TO CONFIRM.
5. FROM 12" PIPE (SUBNATANT EFFLUENT DRAIN) OF SLUDGE THICKENER TO AERATION TANKS. IE: CONTRACTOR TO CONFIRM TO IE: 14.41'.
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7. FROM 36"x24" WYE CONNECTION TO 36" TEE FITTING. IE: 10.16' TO IE: 9.16'.
8. APPROXIMATE LOCATION OF BURIED CONDUIT AND/OR FIBER OPTIC CABLE FROM DEWATERING BUILDING TO ADMINISTRATIVE BUILDING. CONTRACTOR TO FIELD VERIFY EXACT LOCATION AND RELOCATE AS NECESSARY BEFORE DEMOLITION OR CONSTRUCTION OF NEW CLARIFIER.
9. 8" DR-2 TO TIE INTO EXISTING MANHOLE USING EXISTING SOUTH CORE, IE: 20.41'

GRAPHIC SCALE
0 25 50 100
SCALE IN FEET

NOTES:

1. PRIOR TO INSTALLATION NEW PIPING THAT WILL CONNECT OR TIE-IN TO EXISTING PIPING CONTRACTOR SHALL EXPOSE EXISTING PIPING AT THE CONNECT/TIE-IN POINT TO FIELD VERIFY ELEVATION, SIZE AND MATERIAL. IF DIFFERS FROM DRAWING CONTRACTOR SHALL NOTIFY THE ENGINEER.

MECHANICAL KEY MAP AND YARD PIPING PLAN

1"=50'

CONFORMED SET

REV	DATE	REVISION DESCRITION	BY	APP'D.
2	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASR US, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

MECHANICAL KEY MAP AND YARD PIPING

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: M2

SAVED: 10/10/2023 8:02 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\MECH\MECH SHEETS-01890-004-01.DWG

FERGUSON WATERWORKS

FEL-SARASOTA, FL WATERWORKS
#1212
1601 SARASOTA CENTER BOULEVARD
SARASOTA, FL 34240
Phone: 941-379-8989
Fax: 941-379-3797

Deliver To: .
From: Gary Morgan
Comments:

FEL-SARASOTA, FL WATERWORKS
Price Quotation
Phone: 941-379-8989
Fax: 941-379-3797

Bid No: B547899
Bid Date: 02/02/24
Quoted By: GM

Cust Phone: 410-247-2200
Terms: NET 10TH PROX

Customer:
POOLE AND KENT COMPANY OF
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Ship To:
POOLE AND KENT COMPANY OF
1810 1ST ST WEST
23707 BRADENTON WRF CLARIFI
.
BRADENTON, FL 34205

Cust PO#: 23707

Job Name: 23707 BRADENTON WRF CLARI

Item	Description	Quantity	Net Price	UM	Total
	ADDED PW LINE				
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	260	21.000	FT	5460.00
DMJ9LAU	DOM 6 MJ C153 90 BEND L/A	2	195.000	EA	390.00
E2006PEC	6 MEGALUG EBAASEAL ACCY PKG F/ PVC	4	127.070	EA	508.28

Net Total:	$6358.28
Tax:	$381.50
Freight:	$0.00
Total:	$6739.78

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=44&on=66045

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

April 10th, 2024

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #08 – 8 Inch Drain Reroute

City of Bradenton,

This proposal is to reroute a 8"drain from the existing manhole behind the maintenance building. The proposed route will come from the existing manhole to the east of the screw press building. The new 8" drain will tie in to the proposed contract 8" drain reroute to the south of the clarifer. This proposal also includes the grout and abandoning of the existing 8" pipe, rerouting the maintenance building 8" sewer drain to the same manhole, tying in the 4" floor drain from the screw press building.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $43,955.

This proposal includes the following:

1. Pricing is valid for 30 days.
2. Pricing is based on normal working hours and not any overtime.
3. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
4. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
5. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 8

Date: 4/10/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ 21,607.46	$ 8,640.00
2	Rental Equipment + Tools	$ 4,673.00	
3	Suppliers & Subcontractors	$ -	
4	Incidental/Consumables (2% of PK Labor)	$ 180.80	$400.00
Totals: Material Cost - Labor Hours		$ 26,461.26	$ 9,040.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	120.00	$45.00	$5,400.00
Journeyman/Foreman	40.00	$55.00	$2,200.00
Superindentant	16.00	$65.00	$1,040.00
TOTAL LABOR			$8,640.00

Suppliers		0.00
Labor Cost		9,040.00
Material Cost		21,607.46
Rental Equipment		4,673.00
Sales Tax	7.5%	1,971.03
Incidentals & Delivery		180.80
SubTotal		37,472.29
General Markup	15%	5,620.84
Subtotal		43,093.14
Subcontractors		0.00
Sub Mark Up	7%	0.00
Subtotal		43,093.14
Bond	1%	430.93
Insurance	1%	430.93
Final Adjustment		0.00
Total		$43,955.00

Sheet Identification: MATERIAL AND LABOR COST ESTIMATE SHEET Sheet No. 1

QUANTITY	DESCRIPTION	MATERIAL		LABOR	
		Unit Price	Ext. Price	UNIT	TOTAL
1	8" and 4" Materials	$ 20,920.46	$ 20,920.46		0
1	Flowable Fill	$ 687.00	$ 687.00		0
			$ -		
			$ -		0
			$ -		0
			$ -		0
			$ -		0
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CONSTRUCTION EQUIPMENT AND MAJOR TOOLS

EQUIPMENT / TOOLS	QTY	UNIT	COST PER UNIT	TOTAL COST
Acetylene Rigs Complete		hrs		0.00
Air Compressor, Chipping Hammer, and Hose		day		0.00
Backhoe		day		0.00
Saw W. Gas		hrs		0.00
Barricades		hrs		0.00
Blower/Fan		hrs		0.00
Bomag Roller		hrs		0.00
Case Wheel Loader		day	0.00	0.00
Concrete Pump Truck		Yds		0.00
Core Drill Machine	1	day	400.00	400.00
Crane		hrs		0.00
Crane (Boom Truck)		hrs		0.00
Crawler		Trips		0.00
Compactor W. Fuel & Delivery		day		0.00
Dewatering Equipment		Weeks		0.00
Diesel Welding Machine		week		0.00
Drill - Variable Speed		hrs		0.00
Dumpster		month	125.00	0.00
Dumptruck		hrs		0.00
Excavator (Mini)	1	Month	4,123.00	4,123.00
Excavator (Mini) Delivery & Pickup				0.00
Flat Bed Truck - 2 Ton		hrs		0.00
Fork Lift		month	3,504.15	0.00
Fork Lift & pickup			400.00	0.00
Front End Loader		week		0.00
Generator		hrs		0.00
Diesel		gallons	5.50	0.00
Grooving Machine		hrs		0.00
Hilti Drill		hrs		0.00
Ladders		hrs		0.00
Laser		hrs		0.00
Pick-up Truck		hrs		0.00
Pipe Bending Machine		week		0.00
Pipe Machine		hrs		0.00
Plate Compactor	1	day	150.00	150.00
Portable Power Jack		hrs		0.00
2" Electric Pump (2 Pumps)		week	250.00	0.00
Restroom		month	220.00	0.00
Roust-A-Bouts		hrs		0.00
Rubber Tire Combination		hrs		0.00
Scaffolding/shoring		month	281.00	0.00
Scaffolding/shoring Delivery & pickup			400.00	0.00
Scissor/Hi-Lift		week		0.00
Safety Equipment		month		0.00
Temporary OH Crane (2)		Month	1,000.00	0.00
Track Backhoe		hrs		0.00
Transit/Level		hrs		0.00
Trench Box		days		0.00
Trenching Machine		hrs		0.00
Other (Concrete/Grout Hual off)		n/a		0.00
Snokel Lift				0.00
Delivery/ Pick Up of Equipment		n/a		0.00
				0.00
		EQUIPMENT & TOOLS TOTAL COSTS		$4,673.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	2	100.00	200.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	2	100.00	200.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$400.00

FERGUSON WATERWORKS

FEL-SARASOTA, FL WATERWORKS
#1212
1601 SARASOTA CENTER BOULEVARD
SARASOTA, FL 34240
Phone: 941-379-8989
Fax: 941-379-3797

Deliver To: .
From: Gary Morgan
Comments:

13:32:16 MAR 21 2024

FEL-SARASOTA, FL WATERWORKS
Price Quotation
Phone: 941-379-8989
Fax: 941-379-3797

Bid No: B551060
Bid Date: 03/19/24
Quoted By: GM

Cust Phone: 410-247-2200
Terms: NET 10TH PROX

Customer:
POOLE AND KENT COMPANY OF
1781 NW N RIVER DRIVE
23707 BRADENTON WRF CLARI
MIAMI, FL 33125

Ship To:
POOLE AND KENT COMPANY OF
1810 1ST ST WEST
23707 BRADENTON WRF CLARIFI
.
BRADENTON, FL 34205

Cust PO#: 23707 C/O

Job Name: 23707 BRADENTON WRF CLARI

Item	Description	Quantity	Net Price	UM	Total
	LEAD TIME TBD				

DR18GPX	8 C900 DR18 PVC GJ GREE PIPE	240	34.031	FT	8167.44
DR18GPP	4 C900 DR18 PVC GJ GREE PIPE	80	9.723	FT	777.84
E160800	8 JT REST DEV F/ C900	6	146.842	EA	881.05
E160400	4 JT REST DEV F/ C900	4	65.692	EA	262.77
DMJYP4LAXP	DOM 8X4 MJ C153 P-401 WYE L/A	1	1298.460	EA	1298.46
DMJ4P4LAP	DOM 4 MJ C153 P-401 45 BEND L/A	3	386.170	EA	1158.51
DMJ4P4LAX	DOM 8 MJ C153 P-401 45 BEND L/A	3	798.093	EA	2394.28
DMJLSP4LAX	DOM 8 C153 P401 LONG SLV L/A	1	769.230	EA	769.23
DMJLSP4LAP	DOM 4 MJ C153 P-401 LONG SLV L/A	1	389.230	EA	389.23
DMJ9P4LAP	DOM 4 MJ C153 P-401 90 BEND L/A	1	413.090	EA	413.09
DMJTCAPP4LAXK	DOM 8X2 MJ C153 P-401 TAP CAP L/A	2	743.075	EA	1486.15
E2008PEC	8 MEGALUG EBAASEAL ACCY PKG F/ PVC	9	170.170	EA	1531.53
E2004PEC	4 MEGALUG EBAASEAL ACCY PKG F/ PVC	11	99.620	EA	1095.82
E1108DEC	8 MEGALUG EBAASEAL ACCY PKG F/ DI	2	147.530	EA	295.06

Net Total:	$20920.46
Tax:	$1255.23
Freight:	$0.00
Total:	$22175.69

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to
complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=44&on=66045

PROPOSED CONTRACT MODIFICATION (PCM) No. 10

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-24518 PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF 4th Clarifier

TO: Kyle Jackson – Poole & Kent DATE: 05/22/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – Bradenton WRF – 4th Clarifier Plans – Sheet C3 Mark Up & Spec Section 02160 TEMPORARY EXCAVATION SUPPORT SYSTEMS

DESCRIPTION OF MODIFICATION: The contractor is requested to submit an equitable itemized proposal for the procurement, installation, and monitoring of vibration monitoring components as indicated on the attached mark ups provided and adhere to the spec section provided in the attached documents.

REASON FOR MODIFICATION: The City of Bradenton has requested vibration monitoring be setup on site to ensure the Sludge Handling Facility is secure during the installation of sheet piles.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

☒ Do not proceed with the work until a change order is issued.

Your response is requested by 05/30/2024

xc:

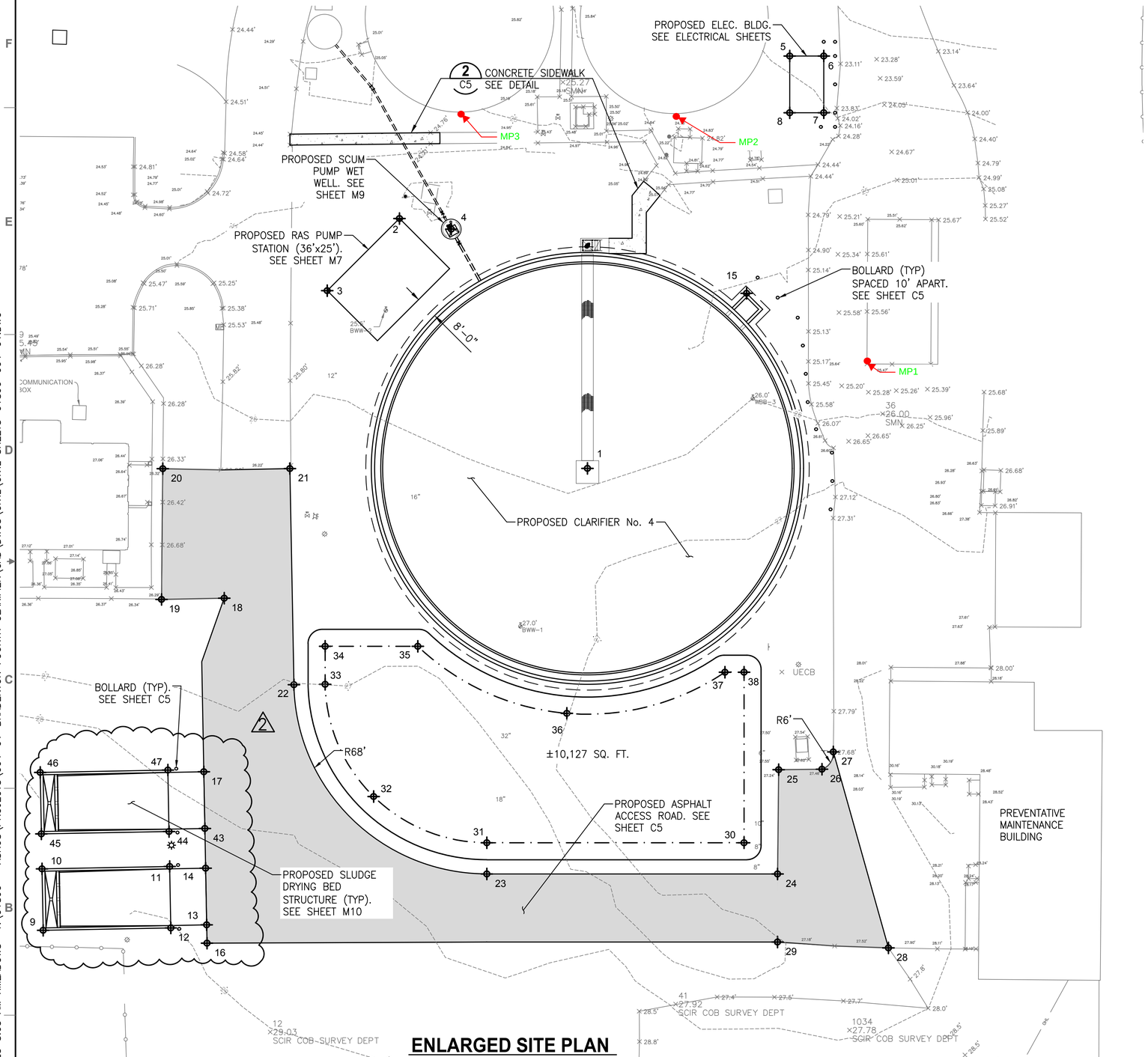
SIGNATURE: Christopher Seufert

ATTACHMENT 1

PLAN SHEET C3 MARK-UP

PLOTTED: 10/10/2023 08:05 AM RON MEADOWS

© Jones Edmunds 2234



ENLARGED SITE PLAN

1"=20'

COORDINATE TABLE

POINT	NORTHING	EASTING	DESCRIPTION
1	1144971.30	473288.01	150' DIAM. CLARIFIER CENTER
2	1145059.42	473221.75	RAS PAD N CORNER
3	1145033.98	473196.28	RAS PAD W CORNER
4	1145055.68	473240.00	SCUM PUMP WELL CENTER
5	1145116.70	473359.32	ELEC. BLDG. NW CORNER
6	1145116.70	473371.32	ELEC. BLDG. NE CONER
7	1145096.70	473371.32	ELEC. BLDG. SE CORNER
8	1145096.70	473359.32	ELEC. BLDG. SW CORNER
9	1144808.47	473096.14	SLUDGE DRYING BED SW CORNER
10	1144830.13	473095.73	SLUDGE DRYING BED NW CORNER
11	1144830.97	473140.72	SLUDGE DRYING BED NE CORNER
12	1144809.31	473141.13	SLUDGE DRYING BED SE CORNER
13	1144810.38	473153.78	EDGE OF ASPHALT
14	1144830.37	473153.41	EDGE OF ASPHALT
15	1145033.06	473344.11	NW CORNER EFFLUENT BOX
16	1144803.93	473153.90	PAVEMENT TANGENT PT
17	1144864.37	473152.77	PAVEMENT TANGENT PT
18	1144925.55	473159.96	PAVEMENT CORNER
19	1144925.12	473137.86	PAVEMENT CORNER
20	1144971.20	473138.31	PAVEMENT CORNER
21	1144971.24	473183.11	PAVEMENT CORNER
22	1144895.07	473184.53	PAVEMENT TANGENT PT
23	1144828.33	473252.52	PAVEMENT TANGENT PT
24	1144828.33	473355.01	PAVEMENT CORNER
25	1144865.10	473355.42	PAVEMENT CORNER
26	1144865.25	473370.67	PAVEMENT TANGENT PT
27	1144871.35	473374.66	PAVEMENT CORNER
28	1144802.25	473394.11	PAVEMENT CORNER
29	1144804.33	473355.01	PAVEMENT CORNER
30	1144839.33	473343.21	GRADING BOTTOM
31	1144839.33	473252.52	GRADING BOTTOM
32	1144855.62	473212.63	GRADING BOTTOM
33	1144895.17	473195.53	GRADING BOTTOM
34	1144908.58	473195.53	GRADING BOTTOM
35	1144908.58	473228.20	GRADING BOTTOM
36	1144884.94	473280.74	GRADING BOTTOM
37	1144899.46	473336.48	GRADING BOTTOM
38	1144899.46	473343.21	GRADING BOTTOM
39	1145061.04	473018.67	RAS FLOW METER PAD
40	1145090.23	473018.79	RAS FLOW METER PAD
41	1145090.21	473024.79	RAS FLOW METER PAD
42	1145061.02	473024.67	RAS FLOW METER PAD
43	1144844.37	473153.15	PAVEMENT TANGENT PT
44	1144843.30	473140.49	SLUDGE DRYING BED SE CORNER
45	1144842.46	473095.50	SLUGE DRYING BED SW CORNER
46	1144864.12	473095.10	SLUDGE DRYING BED NW CORNER
47	1144864.96	473140.09	SLUDGE DRYING BED NE CORNER

SEE SHEET C4 FOR LOCATION

GRAPHIC SCALE
0 10 20 40
SCALE IN FEET

2 COORDINATES UPDATED TO REFLECT NEW SLUDGE DRYING BEDS LOCATION.

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.
2	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

GEOMETRY AND PAVING PLAN AND COORDINATE TABLE

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: C3

SAVED: 10/10/2023 8:03 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\CIVIL\CIVIL SHEETS-01890-004-01.DWG

ATTACHMENT 2

SPECIFICATION SECTION 02160
TEMPORARY EXCAVATION SUPPORT SYSTEMS

SECTION 02160
TEMPORARY EXCAVATION SUPPORT SYSTEMS

PART 1 - GENERAL

1.01 SCOPE OF WORK

1.02 Design, furnish and install temporary excavation support systems as required to maintain lateral support, prevent loss of ground, limit soil movements to acceptable limits and protect from damage existing and proposed improvements including, but not limited to, pipelines, utilities, structures, and other facilities. Temporary excavation support systems shall also limit groundwater loss below existing structures during construction activities so as to minimize any settlement of existing structures and to mitigate risk of damage due to settlement. Groundwater cutoff walls which are independent of the excavation support systems may be required.

1.03 Common types of excavation support system include cantilever steel sheet pile wall, and braced sheet pile walls or combination thereof. Trench box temporary excavation support system is only acceptable for pipe or utility trench excavations. Temporary unsupported open cut excavation with stable sloping sides is allowed where applicable.

1.04 Adjacent structures are those that bear upon soils above the proposed excavation depth and within a distance equal to twice the total depth of the excavation away from the closest edge of the excavation. Monitor and protect adjacent structures as specified and indicated.

1.05 Vibration monitoring for excavation support systems will be performed by Contractor's vibration consultant and monitoring firm. Vibration due to Contractor's operations shall not exceed specified limits stated in 1.09/B.

1.06 The Contractor shall bear the entire cost and responsibility of correcting any failure, damages, subsidence, upheaval or cave ins as a result of improper installation, maintenance or design of the temporary excavation support systems. The Contractor shall pay for all claims, costs and damages that arise as a result of the work performed at no additional cost to the Owner.

1.07 SUBMITTALS

1.08 Submit to the Engineer, in accordance with Division 01 specifications, shop drawings and product data showing materials of construction and details of installation.

1.09 Provide the Owner and Engineer a record of the temporary excavation support plan. The copy is to be provided at least three (2) weeks prior to start of the construction of the respective work where the support will be required. The copy will be for documentation of temporary excavation support plan for the information of the Owner and third parties for an overall understanding of the project relating to access, maintenance of existing facilities and proper utilization of the site.

1.10

1.11 Provide qualification of prosed sheet pile installer.

A. Contractor shall provide information from the manufacturer that indicates the sheet piling meets or exceeds the specification listed in this section.

B. Contractor shall submit verification from the manufacturer that the hammer can deliver the required energy.

C. Qualifications of independent vibration consulting and monitoring firm as specified herein.

D. Vibration monitoring plan including instruments, locations, etc. Submittal shall also include contingency plan if monitoring indicates the installation is not in conformance with the requirements specified in paragraph 1.09/B.

E. Splice locations, if necessary, shall be reviewed and accepted by engineer prior to installation.

F. Provide the Owner and Engineer a record of the temporary excavation support design drawings signed and sealed by a Registered Professional Engineer in the State of Florida. The copy is to be provided at least three (2) weeks prior to start of the construction of the respective work where the support will be required. The copy will be for documentation of temporary excavation support design. This information will not be reviewed or accepted by the Owner and Engineer in any manner so as to relieve the Contractor from sole responsibility from maintaining the temporary excavation support systems. The Contractor shall remain responsible for the adequacy and safety of the means, methods and sequencing of construction. The plan shall include the following items as a minimum:

G. Proposed temporary excavation support system(s), groundwater cutoff walls (if utilized), details, location, layout, depths, extent of different types of support relative to existing features and the permanent structures to be constructed, and methods and sequence of installation and removal.

1.12 REFERENCE STANDARDS

A. American Concrete Institute (ACI)

1. ACI 318/318R - Building Code Requirements for Structural Concrete and Commentary

B. American Petroleum Institute (API)

1. API Spec 5L - Specification for Line Pipe.

C. American Society for Testing and Materials (ASTM)

1. ASTM A36 – Standard Specification for Carbon Structural Steel.

2. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

3. ASTM A139 = Standard Specification for Electric-Fusion (ARC) – Welded Steel Pipe (NPS 4 and Over).

4. A252 - Standard Specification for Welded and Seamless Steel Pipe Piles

5. A328 – Standard Specification for Steel Sheet Piling.

6. A572 – Standard Specification for High-Strength Low-Alloy Columbium - Vanadium Structural Steel.

7. A690 – Standard Specification A690 – Standard Specification for High-Strength Low-Alloy Nickel, Copper, Phosphorus Steel H-Piles and Sheet Piling with Atmospheric Corrosion Resistance for Use in Marine Environments.

8. ASTM A1011/A101M – Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.

D. American Water Works Association (AWWA)

1. AWWA C200 – Steel Water Pipe – 6 in. (50 mm) and Larger.

E. American Welding Society (AWS)

1. AWS D1.1 – Structural Welding Code – Steel

F. Occupational Safety and Health Administration (OSHA) Standards and Regulations contained in Title 29: Subpart P - Excavations, Trenching and Shoring.

1.13 QUALITY ASSURANCE

A. Conform to the requirements of the OSHA Standards and Interpretations: "Part 1926 Subpart P - Excavation, Trenching, and Shoring", and all other applicable laws, regulations, rules, and codes.

B. Installer Qualifications: Sheet piling installer shall have, as a minimum, three (3) successful past installations of sheet piling of comparable overall heights and sections and comparable penetration into soils similar to those found on the project.

C. Retain the services of an independent vibration consulting firm with the following in-house personnel to conduct the following vibration monitoring requirements:

1. Preparing, reviewing and signing of monitoring plans and daily reports, and overseeing of the monitoring and interpretation of the vibration data shall be performed by personnel with the following qualifications:

a. Be a Registered Professional Structural Engineer in the State of Florida.

b. Have a minimum of five (5) years' experience in the vibration consulting field.

c. Have successfully completed at least five (5) projects with vibration-inducing construction operations, pile driving, and noise levels equal to or more severe than those to be encountered.

2. Assist Contractor in selecting pile driving equipment which will generate the lowest vibration and noise levels.

3. Installation, monitoring and interpretation of monitoring equipment shall be performed by personnel with the following qualifications:

a. Have at least three (3) years of experience in the operation of monitoring equipment proposed for use and interpretation of records produced by such equipment.

b. Have installed, operated, monitored and interpreted equipment and records on at least three (3) projects with vibration-inducing construction operations, pile driving, and noise levels equal to or more severe than those to be encountered.

C. The peak particle velocity for pile driving, or other vibration-inducing operations, shall not exceed the following:

Type of Concrete	Peak Particle Velocity in/sec
Existing Structures, And/or utilities	0.5

PART 2 – PRODUCTS

2.01 GENERAL

A. All Steel sheet piling shall be new and unspliced material throughout, unless otherwise reviewed and accepted by Engineer.

2.02 MATERIALS

A. Steel sheet piling shall meet the requirements of ASTM A572, (Grade 50)

B. Steel corners, tees, wyes, and crosses shall meet the requirements of ASTM A572 (Grade 50)

C. Steel sheet piles required for the project shall be the type and weight shown on the drawings.

1. Additional length beyond those indicated on the drawings may be required to provide the trimming of tops of sheet piling.

D. The interlocks between steel sheet pile sections shall be configured such that the average width of the annular space between all contact points of the interlocks shall be a maximum of one-eighth (1/8) inch, as determined by Engineer.

E. Steel sheet piles and interlocks shall not have excessive kinks, camber or twist that would prevent the pile from reasonably free sliding to grade.

F. All fabricated connections shall be made with the use of angles or bent plates, as necessary, and shall be adequately welded or connected with high strength bolts as accepted by Engineer.

G. Concrete: Refer to Section 03300.

H. Handling Holes:

1. If handling holes are provided they shall be two (2) standard two and nine-sixteenth (2-9/16) inch diameter handling holes located six (6) inches from one end.

I. A vibratory hammer shall be utilized for driving the temporary sheet piling providing that such operations do not exceed vibration/noise requirements of the specifications. Impact hammer shall be utilized when vibratory hammer is unable to drive temporary sheet piling to required depth and/or unable to meet vibration requirements. Impact hammer shall also meet noise requirement.

2.03 STORAGE AND HANDLING

1. Do not subject piles to damage by impact bending stresses in transporting to and store piles outside.

2. Store and Handle piles such that corrosion protection coating will not be damaged.

PART 3 – EXECUTION

3.01 INSTALLATION

A. General:

1. All welding or gas cutting shall be in accordance with the current standards of the American Welding Society AWS D1.1.

2. Virtual Refusal:

a. Steel sheet piling shall be driven to the depths shown in the drawings or to virtual refusal if approved by Engineer. Contractor shall provide pre-drilling where necessary to reach those depths specified on the drawings.

b. Virtual refusal is defined as ten (10) blows per inch with an approved pile hammer.

c. A pile hammer shall be used to determine virtual refusal.

d. The hammer shall be operating at the manufacturer's recommended stroke and speed when virtual refusal is measured.

B. Sheet Pile Installation:

1. Steel sheet piling shall be assembled before driving and then driven as a continuous wall, progressively in stages to keep the piles aligned correctly and minimize the danger of breaking the interlock between the sheets.

2. Steel sheet piling shall be driven to form a tight bulkhead.

3. A driving head shall be used and any piling which is damaged in driving or which has broken interlocks between sections shall be pulled and replaced at contractor's expense.

4. The piling shall be driven within the following tolerances:

a. Alignment:

i. Sheet pile shall be driven to form a relatively straight line between the terminal points shown on the drawings.

ii. Horizontal deviation of any point from a straight line connecting the two ends of the wall section shall be a maximum of two (2) inches.

b. Plumbness: Each individual sheet pile section shall be driven vertical, within a horizontal tolerance of two percent (2%) of any vertical length measured along the pile.

c. Elevation:

i. Tops of sheet pile sections shall be within a tolerance of one (1) inch form plan elevations.

ii. Contractor shall not be paid for excess sheet pile trimmed off the end of the pile to meet final grade.

C. Contractor shall brace and/or provide soil grading as necessary during construction operations in order to provide lateral stability for the sheet pile wall as required by the delegated design of the excavation support system.

D. Care shall be taken during driving to keep from causing deformations of the top of the piles, splitting of section, or breaking of the interlock between sections. Care shall also be taken during driving to prevent and correct any tendency of steel sheet piles to twist or get out of plumb.

E. Steel Z piling shall be driven with the ball-end leading. Proper care and planning shall be used to allow for this construction procedure in both immediate and possible future walls.

F. Alternate Z piles shall be reversed end for proper interlocking in the “normal” position. Piles shall also be aligned properly to maintain a “normal” driving width.

G. Steel sheet pile that is full length shown on the drawings and is required to be driven below the specified cutoff elevation shall be spliced with additional steel sheet piling with a full penetration butt weld.

H. Removal Of Earth Retention System:

1. All temporary sheeting for excavations shall be removed.

2. In cases where sheeting must be removed, remove the temporary excavation support system without endangering the constructed or adjacent structures, utilities, or property. Immediately backfill all voids left or caused by withdrawal of temporary excavation support systems.

3. When tiebacks are used, release tension in tiebacks as the excavation is backfilled. Do not leave tensioned tieback in place at the completion of the work.

4. The excavation support system left-in-place shall be cut-off a minimum of 2 feet below the bottom of the next higher foundation level or a minimum of 5 feet below finished grade, or as directed by the Structural Engineer responsible for the Temporary Excavation Support System.

5. Conduct survey of the locations and final cut-off elevations of the excavation support systems left in place.

END OF SECTION

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

May 24th, 2024

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #10 – Vibration Monitoring

City of Bradenton,

This proposal is for the addition of vibration monitoring during sheet pile installation as well as the additional specification section 02160 added to the contract documents. This PCO is associated with PCM #10.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $7,242.

This proposal includes the following:

1. This price is only valid for 2 weeks of vibration monitoring in (3) locations: the sludge handling building, digesters 1 & 2. If more than 2 weeks is needed, an additional PCO will be issued.
2. Specification 02160, Section 1.06 is not accepted and excluded from this proposal.
3. Specification 02160, Section 3.01/B is excluded.
4. If vibration levels exceed the new standard set by specification section 02160, any additional costs associated with alternate pile driving methods, mitigation procedures, dampeners, impact hammers, hydraulic presses, etc. are not included in this proposal.
5. Pricing is valid for 30 days.
6. Pricing is based on normal working hours and not any overtime.
7. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
8. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
9. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 10

Date: 5/24/2024

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ -	$ 130.00
2	Rental Equipment + Tools	$ 5,050.00	
3	Suppliers & Subcontractors	$ -	
4	Incidental/Consumables (2% of PK Labor)	$ 14.60	$600.00
Totals: Material Cost - Labor Hours		$ 5,064.60	$ 730.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	0.00	$45.00	$0.00
Journeyman/Foreman	0.00	$55.00	$0.00
Superindentant	2.00	$65.00	$130.00
TOTAL LABOR			$130.00

Suppliers		0.00
Labor Cost		730.00
Material Cost		0.00
Rental Equipment		5,050.00
Sales Tax	7.5%	378.75
Incidentals & Delivery		14.60
SubTotal		6,173.35
General Markup	15%	926.00
Subtotal		7,099.35
Subcontractors		0.00
Sub Mark Up	7%	0.00
Subtotal		7,099.35
Bond	1%	70.99
Insurance	1%	70.99
Final Adjustment		0.66
Total		$7,242.00

CONSTRUCTION EQUIPMENT AND MAJOR TOOLS

EQUIPMENT / TOOLS	QTY	UNIT	COST PER UNIT	TOTAL COST
Acetylene Rigs Complete		hrs		0.00
Air Compressor, Chipping Hammer, and Hose		day		0.00
Backhoe		day		0.00
Saw W. Gas		hrs		0.00
Barricades		hrs		0.00
Blower/Fan		hrs		0.00
Bomag Roller		hrs		0.00
Case Wheel Loader		day	0.00	0.00
Concrete Pump Truck		Yds		0.00
Core Drill Machine		day	110.00	0.00
Crane		hrs		0.00
Crane (Boom Truck)		hrs		0.00
Crawler		Trips		0.00
Compactor W. Fuel & Delivery		day		0.00
Dewatering Equipment		Weeks		0.00
Diesel Welding Machine		week		0.00
Drill - Variable Speed		hrs		0.00
Dumpster		month	125.00	0.00
Dumptruck		hrs		0.00
Excavator (Mini)		day	560.00	0.00
Excavator (Mini) Delivery & Pickup				0.00
Flat Bed Truck - 2 Ton		hrs		0.00
Fork Lift		month	3,504.15	0.00
Fork Lift & pickup			400.00	0.00
Front End Loader		week		0.00
Generator		hrs		0.00
Diesel		gallons	5.50	0.00
Grooving Machine		hrs		0.00
Hilti Drill		hrs		0.00
Ladders		hrs		0.00
Laser		hrs		0.00
Pick-up Truck		hrs		0.00
Pipe Bending Machine		week		0.00
Pipe Machine		hrs		0.00
Plate Compactor		day	150.00	0.00
Portable Power Jack		hrs		0.00
2" Electric Pump (2 Pumps)		week	250.00	0.00
Restroom		month	220.00	0.00
Roust-A-Bouts		hrs		0.00
Rubber Tire Combination		hrs		0.00
Scaffolding/shoring		month	281.00	0.00
Scaffolding/shoring Delivery & pickup			400.00	0.00
Scissor/Hi-Lift		week		0.00
Safety Equipment		month		0.00
Temporary OH Crane (2)		Month	1,000.00	0.00
Track Backhoe		hrs		0.00
Transit/Level		hrs		0.00
Trench Box		days		0.00
Trenching Machine		hrs		0.00
Other (Concrete/Grout Hual off)		n/a		0.00
Snokel Lift				0.00
Delivery/ Pick Up of Equipment		n/a		0.00
Vibration Monitor	2	Week	2,525.00	5,050.00
		EQUIPMENT & TOOLS TOTAL COSTS		$5,050.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	3	100.00	300.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	3	100.00	300.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$600.00

AREHNA | Engineering, Inc.

Bradenton 4th Clarifier
Estimated Fees
M.Prop-24-008.02
Date: 05/17/24

VIBRATION MONITORING SERVICES

Vibration Monitoring Services	**Quantity**	**Units**	**Rate**	**Subtotal**
Remote Vibration Monitoring (RVM) Units				
Three (3) Remote Vibration Monitoring (RVM) Units	1	week	$ 2,100.00	$ 2,100.00
Vibration Monitoring Technician				
Installation and Removal of Units	5	hour	$ 85.00	$ 425.00
			VIBRATION MONITORING SERVICES TOTAL	**$ 2,525.00**

Notes:
1. Equipment rate is based on a 1-week minimum for one (3) RVM units
2. Owner/Contractor is responsible for providing email addresses and cell phone numbers to AREHNA Engineering, Inc. prior to equipment set up for all personnel designated to receive vibration monitoring notifications
3. If the scheduled time of monitoring is extended past 12 months, additional shipping charges for the units to be recalibrated may be required

PROPOSED CONTRACT MODIFICATION (PCM) No. 10

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-24518 PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF 4th Clarifier

TO: Kyle Jackson – Poole & Kent DATE: 05/22/2024

Please submit your proposal for an equitable adjustment in the contract amount and/or performance time in accordance with the following:

CONTRACT DOCUMENT REFERENCE(S): City of Bradenton – Bradenton WRF – 4th Clarifier Plans – Sheet C3 Mark Up & Spec Section 02160 TEMPORARY EXCAVATION SUPPORT SYSTEMS

DESCRIPTION OF MODIFICATION: The contractor is requested to submit an equitable itemized proposal for the procurement, installation, and monitoring of vibration monitoring components as indicated on the attached mark ups provided and adhere to the spec section provided in the attached documents.

REASON FOR MODIFICATION: The City of Bradenton has requested vibration monitoring be setup on site to ensure the Sludge Handling Facility is secure during the installation of sheet piles.

WORK DIRECTIVE:

☐ Proceed with the work immediately.

☒ Do not proceed with the work until a change order is issued.

Your response is requested by 05/30/2024

xc:

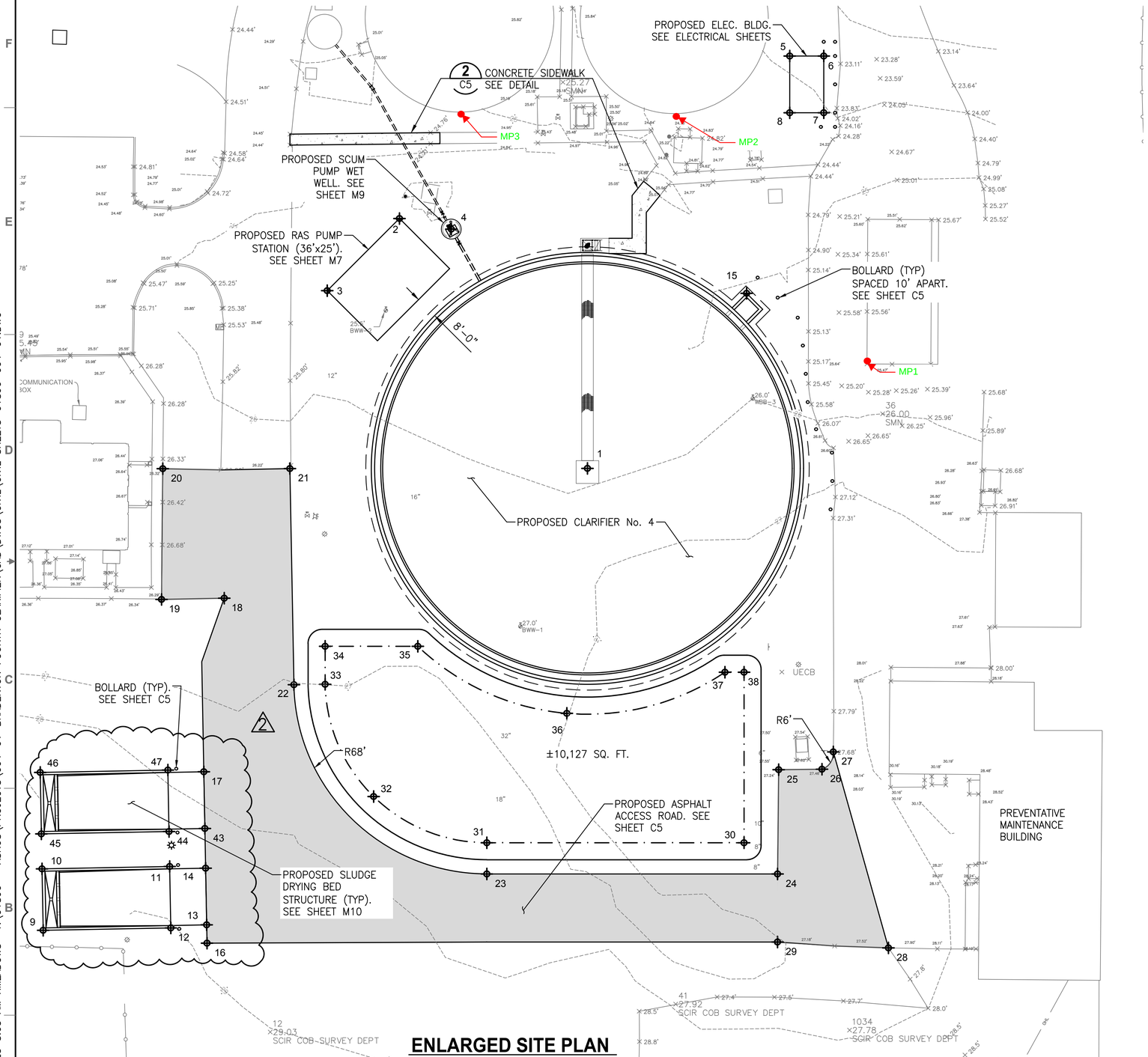
SIGNATURE: Christopher Seufert

ATTACHMENT 1

PLAN SHEET C3 MARK-UP

PLOTTED: 10/10/2023 08:05 AM RON MEADOWS

© Jones Edmunds 2234



ENLARGED SITE PLAN

1"=20'

COORDINATE TABLE

POINT	NORTHING	EASTING	DESCRIPTION
1	1144971.30	473288.01	150' DIAM. CLARIFIER CENTER
2	1145059.42	473221.75	RAS PAD N CORNER
3	1145033.98	473196.28	RAS PAD W CORNER
4	1145055.68	473240.00	SCUM PUMP WELL CENTER
5	1145116.70	473359.32	ELEC. BLDG. NW CORNER
6	1145116.70	473371.32	ELEC. BLDG. NE CONER
7	1145096.70	473371.32	ELEC. BLDG. SE CORNER
8	1145096.70	473359.32	ELEC. BLDG. SW CORNER
9	1144808.47	473096.14	SLUDGE DRYING BED SW CORNER
10	1144830.13	473095.73	SLUDGE DRYING BED NW CORNER
11	1144830.97	473140.72	SLUDGE DRYING BED NE CORNER
12	1144809.31	473141.13	SLUDGE DRYING BED SE CORNER
13	1144810.38	473153.78	EDGE OF ASPHALT
14	1144830.37	473153.41	EDGE OF ASPHALT
15	1145033.06	473344.11	NW CORNER EFFLUENT BOX
16	1144803.93	473153.90	PAVEMENT TANGENT PT
17	1144864.37	473152.77	PAVEMENT TANGENT PT
18	1144925.55	473159.96	PAVEMENT CORNER
19	1144925.12	473137.86	PAVEMENT CORNER
20	1144971.20	473138.31	PAVEMENT CORNER
21	1144971.24	473183.11	PAVEMENT CORNER
22	1144895.07	473184.53	PAVEMENT TANGENT PT
23	1144828.33	473252.52	PAVEMENT TANGENT PT
24	1144828.33	473355.01	PAVEMENT CORNER
25	1144865.10	473355.42	PAVEMENT CORNER
26	1144865.25	473370.67	PAVEMENT TANGENT PT
27	1144871.35	473374.66	PAVEMENT CORNER
28	1144802.25	473394.11	PAVEMENT CORNER
29	1144804.33	473355.01	PAVEMENT CORNER
30	1144839.33	473343.21	GRADING BOTTOM
31	1144839.33	473252.52	GRADING BOTTOM
32	1144855.62	473212.63	GRADING BOTTOM
33	1144895.17	473195.53	GRADING BOTTOM
34	1144908.58	473195.53	GRADING BOTTOM
35	1144908.58	473228.20	GRADING BOTTOM
36	1144884.94	473280.74	GRADING BOTTOM
37	1144899.46	473336.48	GRADING BOTTOM
38	1144899.46	473343.21	GRADING BOTTOM
39	1145061.04	473018.67	RAS FLOW METER PAD
40	1145090.23	473018.79	RAS FLOW METER PAD
41	1145090.21	473024.79	RAS FLOW METER PAD
42	1145061.02	473024.67	RAS FLOW METER PAD
43	1144844.37	473153.15	PAVEMENT TANGENT PT
44	1144843.30	473140.49	SLUDGE DRYING BED SE CORNER
45	1144842.46	473095.50	SLUGE DRYING BED SW CORNER
46	1144864.12	473095.10	SLUDGE DRYING BED NW CORNER
47	1144864.96	473140.09	SLUDGE DRYING BED NE CORNER

SEE SHEET C4 FOR LOCATION

N

GRAPHIC SCALE

0 10 20 40

SCALE IN FEET

2

COORDINATES UPDATED TO REFLECT NEW SLUDGE DRYING BEDS LOCATION.

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.
2	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

GEOMETRY AND PAVING PLAN AND COORDINATE TABLE

Sean P. Menard, State of Florida, Professional Engineer, License #88647.

This item has been digitally signed and sealed by Sean P. Menard on the date indicated.

Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.:	DATE:
01890-004-01	OCT 2023
INDEX No.:	DWG No.:
	C3

SAVED: 10/10/2023 8:03 AM RMEADOWS Y:\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\CIVIL\CIVIL SHEETS-01890-004-01.DWG

ATTACHMENT 2

SPECIFICATION SECTION 02160
TEMPORARY EXCAVATION SUPPORT SYSTEMS

SECTION 02160
TEMPORARY EXCAVATION SUPPORT SYSTEMS

PART 1 - GENERAL

1.01 SCOPE OF WORK

1.02 Design, furnish and install temporary excavation support systems as required to maintain lateral support, prevent loss of ground, limit soil movements to acceptable limits and protect from damage existing and proposed improvements including, but not limited to, pipelines, utilities, structures, and other facilities. Temporary excavation support systems shall also limit groundwater loss below existing structures during construction activities so as to minimize any settlement of existing structures and to mitigate risk of damage due to settlement. Groundwater cutoff walls which are independent of the excavation support systems may be required.

1.03 Common types of excavation support system include cantilever steel sheet pile wall, and braced sheet pile walls or combination thereof. Trench box temporary excavation support system is only acceptable for pipe or utility trench excavations. Temporary unsupported open cut excavation with stable sloping sides is allowed where applicable.

1.04 Adjacent structures are those that bear upon soils above the proposed excavation depth and within a distance equal to twice the total depth of the excavation away from the closest edge of the excavation. Monitor and protect adjacent structures as specified and indicated.

1.05 Vibration monitoring for excavation support systems will be performed by Contractor's vibration consultant and monitoring firm. Vibration due to Contractor's operations shall not exceed specified limits stated in 1.09/B.

1.06 The Contractor shall bear the entire cost and responsibility of correcting any failure, damages, subsidence, upheaval or cave ins as a result of improper installation, maintenance or design of the temporary excavation support systems. The Contractor shall pay for all claims, costs and damages that arise as a result of the work performed at no additional cost to the Owner.

1.07 SUBMITTALS

1.08 Submit to the Engineer, in accordance with Division 01 specifications, shop drawings and product data showing materials of construction and details of installation.

1.09 Provide the Owner and Engineer a record of the temporary excavation support plan. The copy is to be provided at least three (2) weeks prior to start of the construction of the respective work where the support will be required. The copy will be for documentation of temporary excavation support plan for the information of the Owner and third parties for an overall understanding of the project relating to access, maintenance of existing facilities and proper utilization of the site.

1.10

1.11 Provide qualification of prosed sheet pile installer.

A. Contractor shall provide information from the manufacturer that indicates the sheet piling meets or exceeds the specification listed in this section.

B. Contractor shall submit verification from the manufacturer that the hammer can deliver the required energy.

C. Qualifications of independent vibration consulting and monitoring firm as specified herein.

D. Vibration monitoring plan including instruments, locations, etc. Submittal shall also include contingency plan if monitoring indicates the installation is not in conformance with the requirements specified in paragraph 1.09/B.

E. Splice locations, if necessary, shall be reviewed and accepted by engineer prior to installation.

F. Provide the Owner and Engineer a record of the temporary excavation support design drawings signed and sealed by a Registered Professional Engineer in the State of Florida. The copy is to be provided at least three (2) weeks prior to start of the construction of the respective work where the support will be required. The copy will be for documentation of temporary excavation support design. This information will not be reviewed or accepted by the Owner and Engineer in any manner so as to relieve the Contractor from sole responsibility from maintaining the temporary excavation support systems. The Contractor shall remain responsible for the adequacy and safety of the means, methods and sequencing of construction. The plan shall include the following items as a minimum:

G. Proposed temporary excavation support system(s), groundwater cutoff walls (if utilized), details, location, layout, depths, extent of different types of support relative to existing features and the permanent structures to be constructed, and methods and sequence of installation and removal.

1.12 REFERENCE STANDARDS

A. American Concrete Institute (ACI)

1. ACI 318/318R - Building Code Requirements for Structural Concrete and Commentary

B. American Petroleum Institute (API)

1. API Spec 5L - Specification for Line Pipe.

C. American Society for Testing and Materials (ASTM)

1. ASTM A36 – Standard Specification for Carbon Structural Steel.

2. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

3. ASTM A139 = Standard Specification for Electric-Fusion (ARC) – Welded Steel Pipe (NPS 4 and Over).

4. A252 - Standard Specification for Welded and Seamless Steel Pipe Piles

5. A328 – Standard Specification for Steel Sheet Piling.

6. A572 – Standard Specification for High-Strength Low-Alloy Columbium - Vanadium Structural Steel.

7. A690 – Standard Specification A690 – Standard Specification for High-Strength Low-Alloy Nickel, Copper, Phosphorus Steel H-Piles and Sheet Piling with Atmospheric Corrosion Resistance for Use in Marine Environments.

8. ASTM A1011/A101M – Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.

D. American Water Works Association (AWWA)

1. AWWA C200 – Steel Water Pipe – 6 in. (50 mm) and Larger.

E. American Welding Society (AWS)

1. AWS D1.1 – Structural Welding Code – Steel

F. Occupational Safety and Health Administration (OSHA) Standards and Regulations contained in Title 29: Subpart P - Excavations, Trenching and Shoring.

1.13 QUALITY ASSURANCE

A. Conform to the requirements of the OSHA Standards and Interpretations: "Part 1926 Subpart P - Excavation, Trenching, and Shoring", and all other applicable laws, regulations, rules, and codes.

B. Installer Qualifications: Sheet piling installer shall have, as a minimum, three (3) successful past installations of sheet piling of comparable overall heights and sections and comparable penetration into soils similar to those found on the project.

C. Retain the services of an independent vibration consulting firm with the following in-house personnel to conduct the following vibration monitoring requirements:

1. Preparing, reviewing and signing of monitoring plans and daily reports, and overseeing of the monitoring and interpretation of the vibration data shall be performed by personnel with the following qualifications:

a. Be a Registered Professional Structural Engineer in the State of Florida.

b. Have a minimum of five (5) years' experience in the vibration consulting field.

c. Have successfully completed at least five (5) projects with vibration-inducing construction operations, pile driving, and noise levels equal to or more severe than those to be encountered.

2. Assist Contractor in selecting pile driving equipment which will generate the lowest vibration and noise levels.

3. Installation, monitoring and interpretation of monitoring equipment shall be performed by personnel with the following qualifications:

a. Have at least three (3) years of experience in the operation of monitoring equipment proposed for use and interpretation of records produced by such equipment.

b. Have installed, operated, monitored and interpreted equipment and records on at least three (3) projects with vibration-inducing construction operations, pile driving, and noise levels equal to or more severe than those to be encountered.

C. The peak particle velocity for pile driving, or other vibration-inducing operations, shall not exceed the following:

Type of Concrete	Peak Particle Velocity in/sec
Existing Structures, And/or utilities	0.5

PART 2 – PRODUCTS

2.01 GENERAL

A. All Steel sheet piling shall be new and unspliced material throughout, unless otherwise reviewed and accepted by Engineer.

2.02 MATERIALS

A. Steel sheet piling shall meet the requirements of ASTM A572, (Grade 50)

B. Steel corners, tees, wyes, and crosses shall meet the requirements of ASTM A572 (Grade 50)

C. Steel sheet piles required for the project shall be the type and weight shown on the drawings.

1. Additional length beyond those indicated on the drawings may be required to provide the trimming of tops of sheet piling.

D. The interlocks between steel sheet pile sections shall be configured such that the average width of the annular space between all contact points of the interlocks shall be a maximum of one-eighth (1/8) inch, as determined by Engineer.

E. Steel sheet piles and interlocks shall not have excessive kinks, camber or twist that would prevent the pile from reasonably free sliding to grade.

F. All fabricated connections shall be made with the use of angles or bent plates, as necessary, and shall be adequately welded or connected with high strength bolts as accepted by Engineer.

G. Concrete: Refer to Section 03300.

H. Handling Holes:

1. If handling holes are provided they shall be two (2) standard two and nine-sixteenth (2-9/16) inch diameter handling holes located six (6) inches from one end.

I. A vibratory hammer shall be utilized for driving the temporary sheet piling providing that such operations do not exceed vibration/noise requirements of the specifications. Impact hammer shall be utilized when vibratory hammer is unable to drive temporary sheet piling to required depth and/or unable to meet vibration requirements. Impact hammer shall also meet noise requirement.

2.03 STORAGE AND HANDLING

1. Do not subject piles to damage by impact bending stresses in transporting to and store piles outside.

2. Store and Handle piles such that corrosion protection coating will not be damaged.

PART 3 – EXECUTION

3.01 INSTALLATION

A. General:

1. All welding or gas cutting shall be in accordance with the current standards of the American Welding Society AWS D1.1.

2. Virtual Refusal:

a. Steel sheet piling shall be driven to the depths shown in the drawings or to virtual refusal if approved by Engineer. Contractor shall provide pre-drilling where necessary to reach those depths specified on the drawings.

b. Virtual refusal is defined as ten (10) blows per inch with an approved pile hammer.

c. A pile hammer shall be used to determine virtual refusal.

d. The hammer shall be operating at the manufacturer's recommended stroke and speed when virtual refusal is measured.

B. Sheet Pile Installation:

1. Steel sheet piling shall be assembled before driving and then driven as a continuous wall, progressively in stages to keep the piles aligned correctly and minimize the danger of breaking the interlock between the sheets.

2. Steel sheet piling shall be driven to form a tight bulkhead.

3. A driving head shall be used and any piling which is damaged in driving or which has broken interlocks between sections shall be pulled and replaced at contractor's expense.

4. The piling shall be driven within the following tolerances:

a. Alignment:

i. Sheet pile shall be driven to form a relatively straight line between the terminal points shown on the drawings.

ii. Horizontal deviation of any point from a straight line connecting the two ends of the wall section shall be a maximum of two (2) inches.

b. Plumbness: Each individual sheet pile section shall be driven vertical, within a horizontal tolerance of two percent (2%) of any vertical length measured along the pile.

c. Elevation:

i. Tops of sheet pile sections shall be within a tolerance of one (1) inch form plan elevations.

ii. Contractor shall not be paid for excess sheet pile trimmed off the end of the pile to meet final grade.

C. Contractor shall brace and/or provide soil grading as necessary during construction operations in order to provide lateral stability for the sheet pile wall as required by the delegated design of the excavation support system.

D. Care shall be taken during driving to keep from causing deformations of the top of the piles, splitting of section, or breaking of the interlock between sections. Care shall also be taken during driving to prevent and correct any tendency of steel sheet piles to twist or get out of plumb.

E. Steel Z piling shall be driven with the ball-end leading. Proper care and planning shall be used to allow for this construction procedure in both immediate and possible future walls.

F. Alternate Z piles shall be reversed end for proper interlocking in the “normal” position. Piles shall also be aligned properly to maintain a “normal” driving width.

G. Steel sheet pile that is full length shown on the drawings and is required to be driven below the specified cutoff elevation shall be spliced with additional steel sheet piling with a full penetration butt weld.

H. Removal Of Earth Retention System:

1. All temporary sheeting for excavations shall be removed.

2. In cases where sheeting must be removed, remove the temporary excavation support system without endangering the constructed or adjacent structures, utilities, or property. Immediately backfill all voids left or caused by withdrawal of temporary excavation support systems.

3. When tiebacks are used, release tension in tiebacks as the excavation is backfilled. Do not leave tensioned tieback in place at the completion of the work.

4. The excavation support system left-in-place shall be cut-off a minimum of 2 feet below the bottom of the next higher foundation level or a minimum of 5 feet below finished grade, or as directed by the Structural Engineer responsible for the Temporary Excavation Support System.

5. Conduct survey of the locations and final cut-off elevations of the excavation support systems left in place.

END OF SECTION

AGENDA ITEM NO. 6.af

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-24-029NT with EWT Holdings III Corp. d/b/a Evoqua Water Technologies, LLC

SUGGESTED ACTION: Approve the agreement with EWT Holdings III Corp. d/b/a Evoqua Water Technologies, LLC for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
EWT Holdings III Corp. d/b/a Evoqua Water Technologies, LLC ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with corrosion and odor control services to include materials, labor and equipment necessary to provide the services. This agreement is in accordance with the specifications per the Manatee County and Contractor Agreement for Corrosion & Odor Control Services, including all amendments, Manatee County Solicitation No. 24-R084063BB, and Contractor's response. Contract term shall be through September 25, 2025, with four (4) additional one (1) year renewal options

FINANCIAL IMPACT:
Used through departments operating expense.

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

SUGGESTED MOTION:

Motion to approve the agreement with Evoqua Water Technologies, Inc.

ATTACHMENTS:
PB-24-029NT with Evoqua Water Technologies, LLC

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-24-029NT BETWEEN THE CITY OF BRADENTON AND EWT HOLDINGS III CORP. D/B/A EVOQUA WATER TECHNOLOGIES, LLC

EWT Holdings III Corp. d/b/a Evoqua Water Technologies, LLC ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with corrosion and odor control services to include materials, labor and equipment necessary to provide the services. This agreement is in accordance with the specifications per the Manatee County and Contractor Agreement for Corrosion & Odor Control Services, including all amendments, Manatee County Solicitation No. 24-R084063BB, and Contractor's response to No. 24-R084063BB, attached hereto, and incorporated herein, as Composite Exhibit "A," including pricing, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through September 25, 2025, with four (4) additional one (1) year renewal options, with the following modifications:

1. All references to the "Manatee County" or "County" shall be replaced with "City of Bradenton, Florida."

2. All references to "County Administrator" shall be replaced with "City Administrator."

3. Article 5C shall be modified to state that payments from the City shall be made in accordance with Florida's Prompt Payment Act.

4. Article 9 shall be deleted in its entirety and replaced with the following:

   Either Party may terminate this Agreement with thirty (30) days written notice to the other party. All outstanding obligations of the Parties shall be satisfied as of the date of termination.

5. Article 11 shall be deleted in its entirety.

6. Article 15 shall be modified to replace the bolded language with the following:

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

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: cityclerk@cityofbradenton.com

7. Article 16A shall be deleted in its entirety.

8. Article 18 and Exhibit D shall be deleted in its entirety and replaced with the following:

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

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

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

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

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

(Each Accident) $100,000

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

B) **Commercial General Liability**.

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

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

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

C) **Business Auto Policy**

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

D) **Certificates of Insurance and Copies of Policies**

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

E) **Complete Policies**:

The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of services by the Contractor, renewal certificates of insurance and required copies of policies

shall be furnished by the Contractor and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the City, or to any workers, suppliers, material men or employees in relation to this Contract.

F) By way of its execution of the Contract, Contractor:

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

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

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

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: **PB-23-009NT**

b. Certificate shall be mailed to:
The City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Attn: Purchasing

9. Article 25 shall be modified to reflect the following contact information for the City: Purchasing Department City of Bradenton, 101 Old Main Street, Bradenton, Florida 34205.

10. Exhibit E shall be deleted in its entirety and replaced with the amended Exhibit E, attached and incorporated herein.

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Nicole Springer, General Manger Evoqua Water Technologies, LLC	10/2/2024 Date
Gene Brown, Mayor City of Bradenton	Date
Erin Jones CPPB NIGP-CPP, Purchasing Manager City of Bradenton	10/02/2024 Date

EXHIBIT E – LIFT STATIONS LOCATIONS

LIFT STATION NUMBER	LOCATION
1	1070 3rd Avenue East
2	1800 Riverside Drive East
3	2598 2nd Avenue East
4	600 27th Street East
5	200 2nd Street East
6	200 20th Street West
7	1700 8th Avenue West
8	1500 1st Avenue West
9	4502 47th Avenue West
10	400 Manatee Avenue West
11	231 13th Avenue East
12	1300 20th Street West
13	100 25th Street Court East
14	1901 17th Avenue West
15	1217 Oak Leaf Boulevard
16	107 22nd Street East
17	422 9th Avenue West
18	1200 15th Street East
19	1800 27th Street East
20	7001 23rd Avenue West
21	3800 43rd Street West
22	1701 39th Street West
23	3200 59th Street West
24	3810 SR64 East
25	3811 24th Avenue West
26	1614 54th Street West
27	1014 Baytree Road
28	2500 13th Avenue East
29	1900 34th Street West
30	3901 71st Street West
31	Blake Hospital
32	2100 59th Street West
33	4800 34th Avenue West
34	5303 26th Avenue Court West
35	3300 Carlton Arms Drive
36	6520 Heritage Lane
37	3250 43rd Street West
38	4107 66th Street Circle West
39	3551 68th Street West
40	204 3rd Street West
41	11000 Bristol Bay Drive
42	4700 SR 64 East
43	1801 27th Street East

EXHIBIT E – LIFT STATIONS LOCATIONS

44	1011 30th Street East
45	900 48th Street Court East
46	1101 Edgewater Circle
47	1901 16th Avenue East
48	1801 27th Street East
49	7410 Hamilton Road
50	5315 44th Avenue West
51	4965 SR 64 East
52	3825 SR 64 East
53	5325 4th Avenue Circle East
54	145 Americas Cup Boulevard
55	500 48th Street Circle East
56	937 Riverscape Street
57	712 3rd Avenue West
58	4650 Tidewater Preserve Street
59	5711 Tidewater Preserve Boulevard
60	444 3rd Avenue West
61	154 Riverfront Boulevard
62	102 Lorenzo Court
63	5107 San Palermo Drive
64	Village of Glen Creek

AGENDA ITEM NO. 6.ag

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-24-030MK with Odyssey Manufacturing Co.

SUGGESTED ACTION: Approve the Agreement for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Odyssey Manufacturing Co. agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with purchase and delivery of sodium hypochlorite services.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget.

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

SUGGESTED MOTION:
Motion to approve the agreement with Odyssey Manufacturing Co.

ATTACHMENTS:
PB-24-030MK with Odyssey Manufacturing Co.

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-24-030MK BETWEEN THE CITY OF BRADENTON AND ODYSSEY MANUFACTURING CO.

Odyssey Manufacturing Co. agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with purchase and delivery of sodium hypochlorite services at the rate of $1.60 per gallon. This agreement is in accordance with the specifications per the City of St. Augustine, Florida's RFB #24052, Odyssey Manufacturing Co.'s response thereto, and resulting Contract #24052 with Odyssey Manufacturing Co., including all amendments, renewals, and prices quoted, attached hereto and incorporated herein as Exhibit "A," for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through September 25, 2027, with two (2) additional three (3) year period options, with the following modifications:

1. All references to the "City of St. Augustine" shall be replaced with "City of Bradenton, Florida."

2. The contact information for any communications to the City shall be as follows:

   Marcus Kerber
   Purchasing Dept, City of Bradenton
   101 Old Main Street
   Bradenton, Florida 34205

3. Delivery locations by Tanker shall be made to:

   Water Treatment Plant
   5600 Natalie Way
   Bradenton, Florida 34203

   Water Reclamation Facility
   1810 1st Street West
   Bradenton, FL 34208

4. All references to the "Project Manager" shall be replaced with "The City."

5. The bolded language on page 2 of the Agreement shall be replaced with the following public records language:

> **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**
>
> **City Clerk**
> **101 Old Main Street West**
> **Bradenton, FL 34205**
> **Phone: 941-923-9400**
> **Email: Cityclerk@cityofbradenton.com**

6. Employment Eligibility on Page 2 of the Agreement shall be deleted in its entirety and replaced with the following:

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

7. Section 19 of Exhibit B, General Terms and Conditions, shall be revised to state that venue shall lie in Manatee County, Florida.

8. Section 24 of Exhibit B, General Terms and Conditions, and Exhibit C to the Agreement, Insurance Requirements, shall be delated and replaced with the following:

> Contractor will not commence work under the Agreement until all insurance under this section and such insurance coverage as might be required by City has been obtained. Contractor shall obtain, and submit to the Purchasing Division within ten (10) Calendar days from the date of the Agreement, at its expense, the following

minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

A) Workers' Compensation/Employers' Liability

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

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

B) Commercial General Liability

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

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

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

C) Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

If the initial insurance expires prior to the completion of operations and/or services by the Contractor renewal certificates of insurance shall be furnished by the Contractor and delivered to the Purchasing Official as soon as reasonably practicable. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor s sureties to the City or to any workers, suppliers, material men or employees in relation to this Agreement.

E) By way of its execution of this Agreement, Contractor:

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

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

F) Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

a. The certificate holder shall be:

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

b. Certificate shall be mailed to:

The City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7863
Attn: Purchasing Dept
Reference: PB24-030MK

9. A new Section 28 shall be added to Exhibit B, General Terms and Conditions, as follows:

Method of Payment. Contractor shall submit an invoice to the City upon completion of the tasks described in the Agreement. Unless otherwise agreed, the City shall pay the Contractor's invoices in accordance with Florida's Prompt Payment Act.

10. A new Section 29 shall be added to Exhibit B, General Terms and Conditions, as follows:

Indemnification. Contractor covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of or related to the negligent actions of the Contractor and its subcontractors under this Agreement; for any personal injury, loss of life, or damage to the property sustained as a result of this Agreement or the actions described therein; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other

liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof.

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Patrick H. Allman, General Manager Odyssey Manufacturing Co.	9.23.2024 Date
Gene Brown, Mayor City of Bradenton	Date
Erin Jones NIGP-CPP, CPPB, Purchasing Manager City of Bradenton	10/1/2024 Date

AGENDA ITEM NO. 6.ah

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-24-034NT with Premier Magnesia, LLC.

SUGGESTED ACTION: Approve agreement for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Premier Magnesia, LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with corrosion and odor control services to include materials, labor and equipment necessary to provide the services. This agreement is in accordance with the specifications per the Manatee County and Contractor Agreement for Corrosion & Odor Control Services, including all amendments, Manatee County Solicitation No. 24-R084063BB, and Contractor’s response to No. 24-R084063BB, attached hereto, and incorporated herein, as Composite Exhibit “A,” including pricing, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through September 25, 2025, with four (4) additional one (1) year renewal options.

FINANCIAL IMPACT:
Included in FY-25

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve agreement PB-24-034NT with Premier Magnesia, LLC

ATTACHMENTS:
PB24-034NT with Premier Magnesia, LLC

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-24-034NT BETWEEN THE CITY OF BRADENTON AND PREMIER MAGNESIA, LLC

Premier Magnesia, LLC ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with corrosion and odor control services to include materials, labor and equipment necessary to provide the services. This agreement is in accordance with the specifications per the Manatee County and Contractor Agreement for Corrosion & Odor Control Services, including all amendments, Manatee County Solicitation No. 24-R084063BB, and Contractor's response to No. 24-R084063BB, attached hereto, and incorporated herein, as Composite Exhibit "A," including pricing, for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through September 25, 2025, with four (4) additional one (1) year renewal options, with the following modifications:

1. All references to the "Manatee County" or "County" shall be replaced with "City of Bradenton, Florida."

2. All references to "County Administrator" shall be replaced with "City Administrator."

3. Article 5C shall be modified to state that payments from the City shall be made in accordance with Florida's Prompt Payment Act.

4. Article 9 shall be deleted in its entirety and replaced with the following:

   Either Party may terminate this Agreement with thirty (30) days written notice to the other party. All outstanding obligations of the Parties shall be satisfied as of the date of termination.

5. Article 11 shall be deleted in its entirety.

6. Article 15 shall be modified to replace the bolded language with the following:

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

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: cityclerk@cityofbradenton.com

7. Article 16A shall be deleted in its entirety.

8. Article 18 and Exhibit D shall be deleted in its entirety and replaced with the following:

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

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

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

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

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

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

(Disease-Each Employee) $100,000

B) **Commercial General Liability**.

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

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

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

C) **Business Auto Policy**

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

D) **Certificates of Insurance and Copies of Policies**

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

E) **Complete Policies**:

The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of services by the Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor and delivered to the Purchasing Official thirty

(30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor's sureties to the City, or to any workers, suppliers, material men or employees in relation to this Contract.

F) By way of its execution of the Contract, Contractor:

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

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

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

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: **PB-24-034NT**

b. Certificate shall be mailed to:
The City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Attn: Purchasing

9. Article 25 shall be modified to reflect the following contact information for the City: Purchasing Department City of Bradenton, 101 Old Main Street, Bradenton, Florida 34205.

10. Exhibit E shall be deleted in its entirety and replaced with the amended Exhibit E, attached and incorporated herein.

This Agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Todd a. Baker 10/30/24

Todd Baker, Premier Magnesia, LLC — Date

Gene Brown, Mayor — Date
City of Bradenton

Erin Jones 10/30/2024

Erin Jones CPPB NIGP-CPP, — Date
Purchasing Manager
City of Bradenton

EXHIBIT E – LIFT STATIONS LOCATIONS

LIFT STATION NUMBER	LOCATION	PUMP CAPACITY GPM (gallons per minute)
1	1070 3rd Avenue East	
2	1800 Riverside Drive East	925 GPM
3	2598 2nd Avenue East	
4	600 27th Street East	
5	200 2nd Street East	
6	200 20th Street West	2000 GPM
7	1700 8th Avenue West	
8	1500 1st Avenue West	
9	4502 47th Avenue West	1250 GPM
10	400 Manatee Avenue West	
11	231 13th Avenue East	
12	1300 20th Street West	
13	100 25th Street Court East	
14	1901 17th Avenue West	
15	1217 Oak Leaf Boulevard	
16	107 22nd Street East	
17	422 9th Avenue West	
18	1200 15th Street East	
19	1800 27th Street East	
20	7001 23rd Avenue West	1800 GPM
21	3800 43rd Street West	
22	1701 39th Street West	
23	3200 59th Street West	
24	3810 SR64 East	2000 GPM
25	3811 24th Avenue West	
26	1614 54th Street West	
27	1014 Baytree Road	
28	2500 13th Avenue East	
29	1900 34th Street West	
30	3901 71st Street West	
31	Blake Hospital	
32	2100 59th Street West	
33	4800 34th Avenue West	
34	5303 26th Avenue Court West	
35	3300 Carlton Arms Drive	
36	6520 Heritage Lane	
37	3250 43rd Street West	
38	4107 66th Street Circle West	
39	3551 68th Street West	
40	204 3rd Street West	
41	11000 Bristol Bay Drive	800 GPM
42	4700 SR 64 East	
43	1801 27th Street East	

EXHIBIT E – LIFT STATIONS LOCATIONS

44	1011 30th Street East	
45	900 48th Street Court East	370 GPM
46	1101 Edgewater Circle	
47	1901 16th Avenue East	
48	1801 27th Street East	
49	7410 Hamilton Road	690 GPM
50	5315 44th Avenue West	
51	4965 SR 64 East	
52	3825 SR 64 East	
53	5325 4th Avenue Circle East	
54	145 Americas Cup Boulevard	
55	500 48th Street Circle East	
56	937 Riverscape Street	
57	712 3rd Avenue West	
58	4650 Tidewater Preserve Street	
59	5711 Tidewater Preserve Boulevard	
60	444 3rd Avenue West	
61	154 Riverfront Boulevard	
62	102 Lorenzo Court	
63	5107 San Palermo Drive	
64	Village of Glen Creek	

AGREEMENT No. 24-R084063BB

CORROSION & ODOR CONTROL SERVICES

between

MANATEE COUNTY
(COUNTY)

and

PREMIER MAGNESIA, LLC
(CONTRACTOR)

AGREEMENT FOR CORROSION & ODOR CONTROL SERVICES

THIS AGREEMENT is made and entered into as of this 20th day of July, 2024 ("Effective Date"), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (**"COUNTY"**), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **PREMIER MAGNESIA, LLC**, a Deleware limited liability corporation, (**"CONTRACTOR")** with offices located at 75 Giles Place, Waynesville, NC 28786, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONTRACTOR engages in the business of corrosion and odor control services; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR'S submission of a proposal in response to Request for Proposal No. 24-R084063BB and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in **Exhibit A**, Scope of Services ("Services"). "Task" as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and six (6) exhibits, which are as follows:

Exhibit A Scope of Services
Exhibit B Fee Rate Schedule
Exhibit C Affidavit of No Conflict
Exhibit D Insurance Requirements
Exhibit E Lift Station Locations and Capacity
Exhibit F Service Area Schematics

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

A. This Agreement shall commence on the Effective Date and remain in force for an initial term of one (1) year, unless terminated by COUNTY pursuant to Article 9.

B. COUNTY reserves the right to extend the initial term of one (1) year for an additional four (4), one-year renewals.

ARTICLE 4. COMPENSATION

A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.

B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.

B. COUNTY shall approve of all invoices prior to payment.

C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.

D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.

E. All costs of providing the Services shall be the responsibility of CONTRACTOR.

F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate

a different agent, provided that COUNTY is given advance written notice thereof.

B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.

C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.

D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.

E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.

F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.

H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.

I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation

stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.

B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.

C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.

D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.

E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.

F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONTRACTOR hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONTRACTOR further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

ARTICLE 9. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
b. Failure to perform the Services within the time specified in this Agreement; or
c. Work that is at a rate that disrupts the overall performance of this Agreement.

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.

4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.

5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

   a. Stop the Services on the date and to the extent specified;
   b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
   c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
   d. Continue and complete all parts of the Services that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

ARTICLE 10. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with

COUNTY to assist with the orderly transfer of the Services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the Services to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the Services;

B. Executing the Transition Services plan activities;

C. Answering questions regarding the Services on an as-needed basis; and

D. Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 11. DISPUTE RESOLUTION

A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official.

B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 12. COMPLIANCE WITH LAWS

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 13. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES

A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 15. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.

B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.

D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S

custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org

Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

ARTICLE 16. INDEMNIFICATION

A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable

statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 18. INSURANCE

A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.

B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.

C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.

D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

ARTICLE 19. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 22. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Charles Gehret, Contract Administrator

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

ARTICLE 23. SUB-CONTRACTORS

If it is determined by either party that a sub-contractor will be required in order to complete the services as described in **Exhibit A**, CONTRACTOR shall request the use of a sub-contractor in writing and receive prior written approval from COUNTY.

ARTICLE 24. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing the Services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of the Services.

ARTICLE 25. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
Utilities Department
Attn: Lift Station Superintendent
4530 66th Street West
Bradenton, FL 34210

Phone: (941) 792-8811
Email: erik.gibson@mymanatee.org

To CONTRACTOR: Premier Magnesia, LLC
Attn: Contract Administrator
75 Giles Place
Waynesville, NC 28786
Phone: (828) 452-4784
Email: chgehret@premiermagnesia.com

ARTICLE 26. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 27. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or Services required hereunder.

ARTICLE 28. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the Services, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the Services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the Services rendered to COUNTY.

ARTICLE 29. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 30. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 31. FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 33. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the Services.

ARTICLE 35. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 36. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed

and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 37. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 38. HEADINGS, CONSTRUCTION

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 39. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 40. E-VERIFY

The CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR or subcontractor. The CONTRACTOR hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONTRACTOR shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor shall provide the CONTACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

ARTICLE 42. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

PREMIER MAGNESIA, LLC

By: _____

Printed Name: John Haar

Title: General Counsel & Corp. Sec.

Date: 5-20-24

MANATEE COUNTY, a political subdivision of the State of Florida

_____

Jacob Erickson, MBA, CPPO, NIGP-CPP
Purchasing Official

Date: 6/11/24

EXHIBIT A, SCOPE OF SERVICES

EXHIBIT A, SCOPE OF SERVICES

1.01 SCOPE

A. Contractor shall furnish all personnel, materials, chemicals, services, permits, licenses, methodology, supplies, reports, and equipment necessary to provide the Services described in this Scope that will meet the requirements of the resulting agreement (hereinafter referred to as "Agreement").

B. Contractor shall provide the Services in accordance with Magnesium Hydroxide, as described in this Scope; and as applicable to Magnesium Hydroxide, Contractor shall provide vapor phase treatment for nuisance odor issues.

C. Contractor shall provide all Services in accordance with the requirements and specifications described in this Scope.

D. Contractor shall provide the Services at the treatment locations along with the dosage amounts identified in Exhibit F, Service Area Schematics.

E. At the County's request, Contractor shall provide additional Services for alternative locations and service areas. Such requests made by the County would be the result of the County's continued treatment strategy evaluation.

F. The County reserves the right to request that the Contractor upgrade or increase the storage capacity or the type of control system at any site at any time during the term of the Agreement.

1.02 MAGNESIUM HYDROXIDE – GENERAL REQUIREMENTS

A. Contractor shall provide a magnesium hydroxide-based pH treatment strategy for application at specific locations within the County's wastewater system as shown in Exhibit F. These locations generally focus on the larger lift stations and the long manifolded force mains within the collection system.

B. Contractor shall provide all new storage and dosing equipment at the beginning of the Agreement term and replace the equipment as applicable throughout the Agreement term. Note: This requirement does not pertain to existing Contractors who are currently contracted with the County to provide corrosion and odor control services.

C. Contractor shall employ existing storage and dosing equipment at the beginning of the Agreement term and replace the equipment as applicable throughout the Agreement term. Note: This requirement only pertains to existing Contractors who are currently contracted with the County to provide corrosion and odor control services.

D. Contractor shall provide and utilize storage and dosing equipment that is compatible with the material being stored and pumped. All storage and dosing equipment provided and utilized by the Contractor to provide the Services under the Agreement shall be compatible with the material being stored and pumped.

E. Contractor shall provide and utilize storage and dosing equipment that meets all Manatee County, State of Florida, and Federal laws, rules, and regulations. All storage and dosing equipment provided and utilized by the Contractor to provide the Services under the Agreement shall meet all Manatee County, State of Florida, and Federal laws, rules, and regulations.

F. Contractor shall provide storage tanks at all dosing locations that are 1000 gallon or greater size, based on the site and County requirements. All storage tanks shall be equipped with product level sensors that can be remotely monitored on a daily basis by the Contractor to ensure proper dosage is occurring. Evidence of improper dosing shall either trigger a site visit within 24 hours to fix or adjust the dosing pump(s), or a remote adjustment within four hours to the dosing pump(s). All dose systems shall be capable of remote shut down and start up by the Contractor of the dosing activity. Any existing equipment shall be equipped with remote shutdown capability within six months of award of the Agreement. Note: The County reserves the right to request that the Contractor upgrade or increase the storage capacity or the type of control system at any site at any time during the term of the Agreement.

G. Contractor shall be responsible for installation and maintenance of the storage and delivery systems and all associated piping and appurtenances during the term of the Agreement.

H. Contractor shall be responsible for obtaining all County required construction permits, drawings and schematics necessary for the installation of the storage and delivery system. All plans and schematics provided by the Contractor shall be stamped by a licensed engineer registered in the State of Florida.

I. Contractor shall provide a minimum of one week of gas phase hydrogen sulfide monitoring each month for key corrosion and odor control points as shown in Exhibit F and modified throughout the Agreement term. Note: Due to the length of time treatment systems at most locations have been in place, pretreatment H2S baseline levels are no longer available.

J. Contractor shall provide routine scheduled service at intervals not exceeding 15 calendar days for any site and scheduled service visits shall include, at a minimum, the following:

1. Control point gas phase hydrogen sulfide (H_2S) emissions.
2. Control point wastewater dissolved sulfide, temperature, and pH measurement.
3. Control point surface pH measurement.
4. Scheduled preventative maintenance on storage tanks and dosing system as per manufacturer's recommendations.
5. Chemical feed rate measurement and adjustment (if necessary).

K. Contractor shall establish a monthly communication link with County personnel as determined by the Wastewater Division Manager of the Manatee County Utilities Department. The County shall have final approval of ongoing corrosion/odor control

planning and adjustment process as wastewater collection/treatment systems expand and as evaluation of the systems by the County continues.

L. Contractor shall provide an organizational seminar regarding its services and introduce its staff members to the County representatives within 30 days of award of the Agreement.

M. Contractor shall hold at least one (1) yearly workshop for County employees at a County designated location to describe the latest techniques in odor and corrosion control treatment, as well as safe handling techniques of chemical products. An agenda and detailed outline of topics for the workshop shall be provided to the County at least 30 days prior to each workshop as agreed to by the County.

N. Contractor shall be fully responsible for conforming to all requirements regarding handling, hauling, spill reporting and disposal of chemicals for the control services provided at each County work site in accordance with OSHA regulations and those that may be mandated by Federal or State Governments.

O. Contractor shall be fully responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the Contractor to protect the workers, public and County staff from any exposure to harmful or hazardous substances within the sewer system and from dangerous work materials and equipment.

P. Contractor shall be fully responsible for the operation of their vehicles and handling of all materials related to the corrosion and odor control services at all locations within the County.

Q. Contractor shall inform the County of its planned work schedule to include delivery of chemical products and shall afford the County reasonable opportunity to observe and inspect the Contractor's work in progress.

R. Contractor shall provide monthly reports to include complete system overview with total chemical usage, routine performance data collected, and equipment repairs/maintenance performed for that month.

S. Upon request by the County, Contractor shall provide the following services at no additional cost: Coordination and facilitation of meetings with County staff to update operational agreements to include, but not be limited to, protocols, training, system repairs, adjustments, targeted goals, and program oversight. Includes participation in meetings deemed necessary by the County to address corrosion/odor control program needs.

T. Contractor shall be available to provide the Services 24 hours per day, seven (7) days per week and shall maintain adequate service technicians, chemicals, equipment, and supplies to be on site to respond to odor problems, equipment problems, and emergency situations as follows: same-day onsite response to standard requests and four-hour onsite response to emergency requests.

1.03 MAGNESIUM HYDROXIDE – TECHNICAL REQUIREMENTS

A. Contractor shall, based upon treatment and budgetary objectives established by the Utilities Department and as directed by the Utilities Department upon award of the Agreement, refine and adjust the existing corrosion/odor control program. Treatment strategies must emphasize prevention/minimization of hydrogen sulfide production in the system where practical (as opposed to treating for odor after hydrogen sulfide formation has occurred). The treatment program shall include, but not be limited to, expanding services to wastewater treatment plants and designated pumping stations.

Contractor shall, at a minimum, meet the technical specifications identified in Table 2 shown below.

Table 2: Technical Specifications for Magnesium Hydroxide

	Typical	Maximum	Minimum
Slurry Basis:			
$Mg(OH)_2$ contained lb./dry Gallon	7.9	8.0	7.8
Dry Solids Basis:			
MgO, wt.%	98.8	99.5	98.5
CaO, wt.%	0.6	0.8	
SiO_2, wt.%	.15	.35	
Fe_2O_3, wt.%	.10	.21	
Acid Insolubles, wt.%	.3	1.0	
Median Particle Size, Micron	3.0	5.0	1.0
Specific Surface Area, m^2/g	14	20	12
Acres/Gallon	3.21	3.5	3.0
Lbs. Alkalinity/Gallon, Equivalent CaCO3/gallon	13.5	14.0	13.2
Caustic Magnesia Activity/Sec	200	250	
Timed Liquid/Solid Settlometer Test, Colloidal Suspension mL/48 hours	248.0	240.0	250.0
Stabilized Residual Test, Grams	1.0	4.0	
Caustic Soda (NaOH) Equivalent	1 lb. Equivalent to .73 lb. $Mg(OH)^2$		
Soda Ash (Na_2CO_3) Equivalent	1 lb. Equivalent to .55 lb. $Mg(OH)^2$		
Physical Properties:			
Density, lbs./gal.	13.0	13.2	12.8
Solids, Weight Percent %	61.5	62.5	61.0
Viscosity, cps	150	300	100
% Passing -325 Mesh Sieve	99.6	100	99.0
Certifications:			
ISO 9001:2008 – ANSI/ISO/ASQ Q9001-2008 Certified Distribution, Sales, and Manufacture of periclase and technical grades of magnesium oxide and hydroxide products.			

1. Magnesium hydroxide slurry produced or derived from uncalcined brucite, uncalcined dolomite, dolime, brucitic marble, or any caustic-enhanced or lime/calcium carbonate- enhanced versions of the former are not acceptable.

2. The magnesium hydroxide slurry must be produced and derived from highly reactive magnesium chloride brine that originates and is manufactured in the United States. The product quality shall be confirmed by a written analysis of all specifications listed and must include the International Standards Organization (ISO) certificate. Proof of origination shall require the Contractor to provide the written street address, city, state, zip code, contact name and contact telephone number at the manufacturing location address.

END OF EXHIBIT A

EXHIBIT B, FEE RATE SCHEDULE

1. FEES

Fees for the goods and services detailed in this Agreement shall be as indicated in this **Exhibit B**.

2. ESCALATION/DE-ESCALATION

Contractor's fees for corrosion and odor control services shall remain firm for a minimum of one (1) year after execution of the Agreement. Any escalation or de-escalation in pricing thereafter will be based on the U.S. Bureau of Labor Statistic Employment Cost Index (ECI) and/or the Producer Price Index (PPI) change in most recent 12-month period. No more than one (1) price increase is allowed in a 12-month period.

[Remainder of page intentionally left blank]

EXHIBIT B - FEE RATE: MAGNESIUM HYDROXIDE

1. Contractor's fees must be all inclusive. No other fees will be allowed. Manatee County doses approximately 600,000 gallons of Magnesium Hydroxide annually.

2. Contractor's fees for the chemical as follows:

Description	Unit of Measure	Unit Cost
Chemical, Magnesium Hydroxide	Gallon	$4.27

END OF EXHIBIT B

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF North Carolina
COUNTY OF Haywood

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] John Haar, as [INSERT TITLE] General Counsel & Corp. Sec. of [INSERT CONTRACTOR NAME] Premier Magnesia, LLC, (hereinafter "CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 24-R084063BB for Corrosion and Odor Control Services

DATED this 20th day of May, 20 24.

CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 20th day of May, 2024, by [NAME] John Haar, as [TITLE] General Counsel & Corp. Sec. of [CONTRACTOR] Premier Magnesia, LLC. He / She is personally known to me or has produced _____ [TYPE OF IDENTIFICATION] as identification.

Kaitlyn M Williams
Notary Signature
Commission No. 202305400050

KAITLYN M WILLIAMS NOTARY PUBLIC HAYWOOD COUNTY, NC My Commission Expires 02-21-28

EXHIBIT D, INSURANCE REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

☒ ***Automobile Liability Insurance Required Limits***

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- $1,000,000 Combined Single Limit; OR
- $ 500,000 Bodily Injury and $500,000 Property Damage
- $10,000 Personal Injury Protection (No Fault)
- $500,000 Hired, Non-Owned Liability
- $10,000 Medical Payments

This policy shall contain severability of interests' provisions.

☒ ***Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)***

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $1,000,000 Single Limit Per Occurrence
- $2,000,000 Aggregate
- $1,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury Liability
- $50,000 Fire Damage Liability
- $10,000 Medical Expense, and
- $1,000,000, Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

This policy shall contain severability of interests' provisions.

☒ ***Employer's Liability Insurance***

Coverage limits of not less than:

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

☒ ***Worker's Compensation Insurance***

☐ **US Longshoremen & Harbor Workers Act**
☐ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

☐ **Aircraft Liability Insurance Required Limits**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury with no less than $100,000 per passenger each occurrence or a 'smooth' limit.
- $ General Aggregate.

☐ **Un-Manned Aircraft Liability Insurance (Drone)**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- $ General Aggregate

☐ **Installation Floater Insurance**
When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☒ Professional Liability and/or Errors and Omissions (E&O) Liability Insurances
Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- $ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- $ 2,000,000 General Aggregate

☐ **Builder's Risk Insurance**
When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than $10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**
Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- $ Security Breach Liability
- $ Security Breach Expense Each Occurrence
- $ Security Breach Expense Aggregate
- $ Replacement or Restoration of Electronic Data
- $ Extortion Threats
- $ Business Income and Extra Expense
- $ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than $25,000.

☐ **Hazardous Materials Insurance (As Noted Below)**
Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.
All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract.

Limits must not be less than:

☐ ***Pollution Liability***
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Asbestos Liability (If handling within scope of Contract)***
Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ ***Disposal***
When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a $1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

☐ **Hazardous Waste Transportation Insurance**
CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a $1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper's Liability Insurance**
Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name

"Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee's Customer Liability Insurance**
Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**
Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- $ Each Occurrence
- $ General Aggregate
- $ Fire Damage Liability
- $10,000 Medical Expense, and
- $ Third Party Property Damage
- $ Project Specific Aggregate (Required on projects valued at over $10,000,000)

☐ **Other [Specify]**

REQUIRED BONDS

☐ **Bid Bond**
A Bid Bond in the amount of $_____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of $_____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over $200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☐ **Payment and Performance Bond**
A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over $200,000 requires a Payment and

Performance Bond.

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

a. **"Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

   In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.

c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract

number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.

b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

c. The project's solicitation number and title shall be listed on each certificate.

d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.

e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.

f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.

g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.

h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.

j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.

k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

III. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award**. The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes,

and must not contain notice, demand or other terms and conditions, including **informal** pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. **The** attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", **within ten (10) calendar days after issuance of notice of intent to award**.

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance requirements of this Agreement and shall provide the insurance required by this section within ten (10) days from the date of notice of intent to award.

Date: 5/21/24

Contractor's Name: Premier Magnesia, LLC

Authorized Signature: [signature]

Printed Name/Title: Charles Gehret

Insurance Agency: The Graham Company

Agent Name: Colin Montgomery

Agent Phone: 215-701-5415

Return this completed and signed statement with your agreement.

EXHIBIT E, LIFT STATION LOCATIONS AND CAPACITY

LIFT STATION NAME	RTU	ADDRESS	CITY	PUMP CAPACITY GPM (gallons per minute)
Parrish Master	999	12110 Erie Road	Parrish	4200
N7A	554	2889 16th Ave E	Palmetto	315
West Memphis	557	2279 2nd Ave W	Palmetto	100
Memphis Road	534	1721 17th Street E	Palmetto	775
Plantation Bay	514	625 25th Drive E	Ellenton	735
Tidevue 4 Master	533	1355 41st Ave E	Ellenton	1629
Oak Creek	568	5910 37th Street E	Ellenton	170
Colony Cove 6	522	162 Colony Drive N	Ellenton	1100
Colony Cove 8	524	7100 Lakeshore Dr	Ellenton	250
Twin Rivers 1	595	3825 Twin Rivers Trail	Parrish	675
Chelsea Oaks	598	12495 30th Street E	Parrish	315
River Woods	569	3202 Riverwoods Drive	Parrish	264
River Wilderness 4	532	11721 Old Tampa Rd	Parrish	500
River Plantation	806	12600 22nd Ct E	Parrish	235
Oakleaf Hammock 2	841	4922 72 Terrace	Ellenton	236
Thousand Oaks	516	8001 55th Street E	Palmetto	373
N5A	537	619 45th Ave E	Ellenton	124
N6B	553	755 33rd Street W	Palmetto	430
N2B	548	326 47th Street W	Palmetto	1000
N5B	552	8818 Bayshore Road	Palmetto	600
NSK2	562	410 Terra Ceia Road	Terra Ceia	210
N4B	550	1211 72nd Street E	Palmetto	1080
N1C	546	3800 Erie Road	Parrish	1460
N1H	513	11220 US41 North	Palmetto	500
N1B Master	549	2888 69th Ct E	Palmetto	1400
Manatee County Jail	565	14470 Harlee Road	Palmetto	200
Waterford	593	5203 Lakehurst Ct	Palmetto	113
Parc Imperial	577	6150 Bobby Jones Road	Palmetto	150
Artisan Lakes MLS	838	9760 Gillet Road	Palmetto	2042
Rye Road Master	892	156 Rye Road	Bradenton	695
Pope Road Master	683	12405 44th Ave E	Bradenton	5500
Southeast Master	677	14700 The Masters Ave	Bradenton	1300
Lakewood Repump	603	8155 Lakewood Ranch Blvd.	Bradenton	1224

Lakewood Ranch Town Cntr 4	604	7540 Town Center Parkway	Bradenton	381
Bridgewater	623	13408 Bridgeport Crossing	Bradenton	225
Arnold Palmer Green 2	626	7533 Arnold Palmer Green	Bradenton	390
University Common	639	3880 84th Ave Cir E	Bradenton	220
Legacy 10	660	7955 Legacy Blvd	Bradenton	974
Legacy 13	662	8425 Legacy Blvd	Bradenton	418
Greenbrook 2	620	13324 Adventure Place	Bradenton	300
Lakewood Ranch Riverwalk	602	7035 Honeysuckle Trail	Bradenton	1427
Lakewood Ranch Master	362	11600 Clubhouse Drive	Bradenton	1520
River Club 5	364	7515 River Club Blvd	Bradenton	160
Linger Lodge	325	7030 85th Sreet CT E	Bradenton	250
Braden Woods	326	6712 99th Street E	Bradenton	750
University Park	483	6926 Langley Place	Bradenton	500
Country Oaks	462	8202 Cypress Lake Drive	Sarasota	309
41A	454	5195 Whitfield Ave	Bradenton	2000
Tara 4	351	6311 Stone River Road	Bradenton	90
Tara 5	354	6514 Turner Gap Road	Bradenton	125
Tara 6	613	7406 Tara Preserve Lane	Bradenton	400
Tara 20 Master	323	7211 Stone River Road	Bradenton	2000
Mill Creek 4	374	811 137th Street NE	Bradenton	467
Mill Creek 2	358	13407 2nd Ave NE	Bradenton	95
Greyhawk Landings 1	618	1004 Brambling Ct	Bradenton	249
Greyhawk Landings 3	637	12407 Daisy Place	Bradenton	343
Missionary Village	329	1201 117th Street E	Bradenton	930
Waterlefe 1	394	10335 Wwaterlefe Ave	Bradenton	498
Upper Manatee River Road	330	1010 Upper Man. River Rd	Bradenton	920
Gates Creek	335	11312 3RD ACE. E.	Bradenton	400
Heritage Harbor 8	674	8804 River Preserve Drive	Bradenton	242
Heritage Harbor 9	667	320 River Enclave Ct	Bradenton	418
Heritage Harbor 6	647	9047 Stone Harbor Loop	Bradenton	124
Heritage Harbor 12	609	6830 Grand Estuary Trail	Bradenton	215
Heritage Harbor Master	640	7299 Montauk Point Crossing	Bradenton	1654
Kay Road	328	900 Kary Road	Bradenton	200
Riverdale 1	332	412 43rd Street Blvd E	Bradenton	466
Rye Wilderness 1	634	3441 Brookridge Lane	Parrish	200
Manatee Palms 1	313	115 Kay Road	Bradenton	700
Palm Aire 3	443	7583 Whitfield Ave	Bradenton	1000
Peridia 1	476	5050 Peridia Blvd E	Bradenton	700
Sonoma	678	5329 Napa Drive	Bradenton	138
Country Meadows	657	318 Country Meadows Way	Bradenton	294

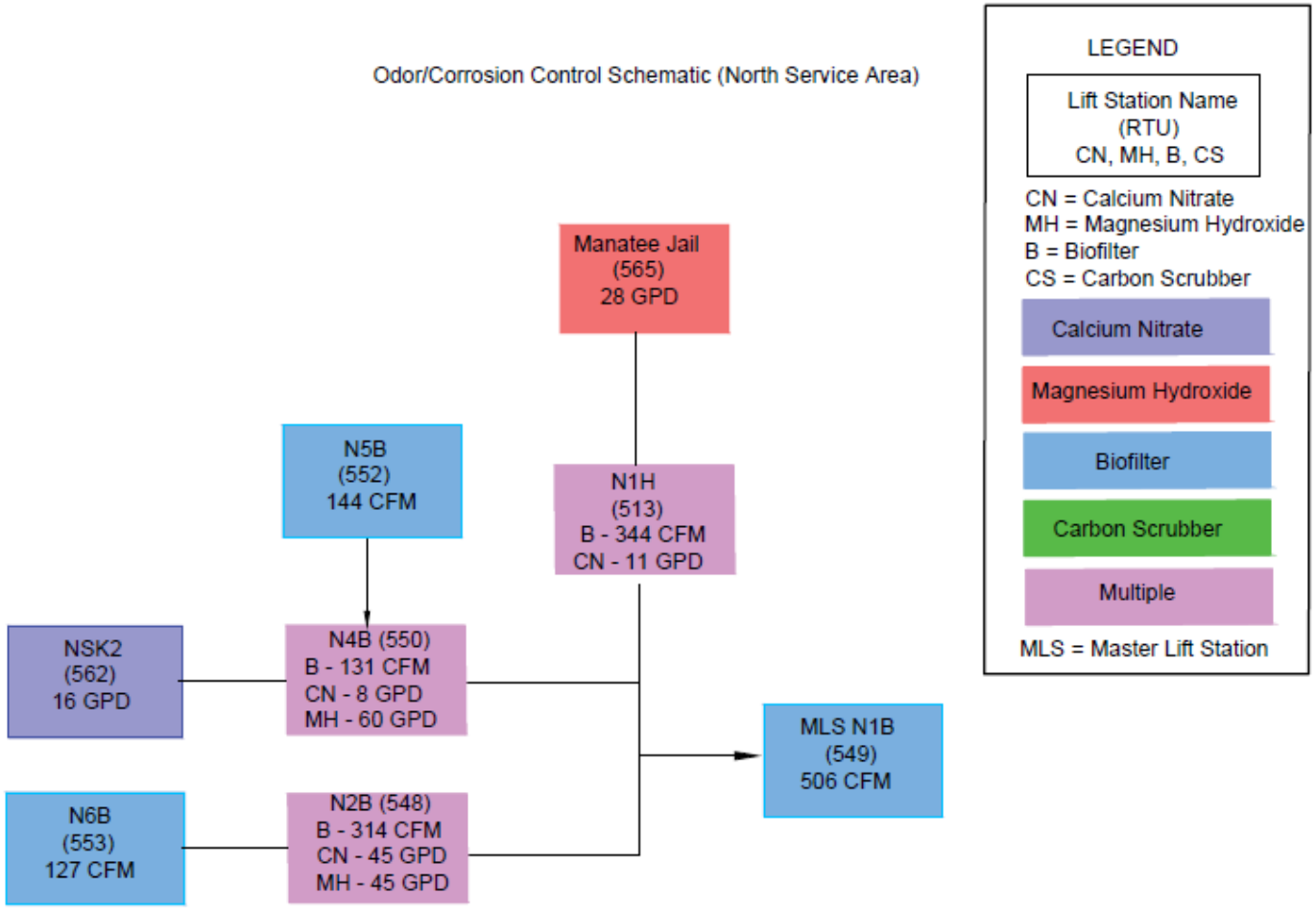
38A	427	5519 24th Street E	Bradenton	340
Henson Industrial Park	430	2821 62nd Ave E	Bradenton	140
40A	429	3550 63rd Ave E	Bradenton	750
301 Park of Commerce	311	2315 58th Ave E	Bradenton	105
Sabal Cove	470	5340 33rd Street E	Bradenton	935
Sabal Harbor 1	386	4503 Sabal Key Drive	Bradenton	550
39A Master	428	5621 39th Sreet E	Bradenton	2300
Braden River High School	649	5265 60th Street E	Bradenton	420
Bayshore Yacht Basin	101	6805 26th Street West	Bradenton	950
12A Master	139	2007 Bay Drive	Bradenton	3000
El Conquistador 1	104	3790 El. Conquistador Pkwy	Bradenton	800
Samoset 4	340	1919 15th St E	Samoset	100
Samoset 5	341	2206 26th Ave E	Samoset	450
Samoset 1	308	1801 34th Ave E	Samoset	1150
30EE	333	3831 11th Street E	Bradenton	125
42A	431	1560 60th Ave Dr E	Bradenton	200
20A	433	5932 12th Street E	Bradenton	651
13A Master	408	112 63rd Ave E	Bradenton	3319
33A	238	3250 26th Street W	Bradenton	400
34A	239	4006 24th Street W	Bradenton	963
26A	418	800 Orlando Ave	Bradenton	780
31A	126	1710 47th Ave Drive W	Bradenton	1542
Wildwood Springs 2	115	3985 Oakview Drive	Bradenton	190
23AA	411	1203 51st Avenue Dr W	Bradenton	250
27A Master	138	2484 53rd Ave W	Bradenton	2950
30AA	248	4602 34th St W	Bradenton	1000
#12	65	501 Magnolia Ave	Anna Maria	600
#11	64	8501 Gulf Dr	Holmes Beach	1000
#7	62	6900 Holmes Blvd	Holmes Beach	800
5 Master	71	4150 Gulf Drive	Holmes Beach	1830
2C	57	2301 Ave C	Bradenton	400
#1	54	111 6th Street S	Bradenton Beach	300
1M Master	203	8720 44th Ave W	Bradenton	3393
The Loop	147	9400 17th Ave NW	Bradenton	210
9D	226	6504 5th Ave NW	Bradenton	1000
Perico Island	207	407 107th Ct W	Bradenton	165
Flamingo Cay	208	10301 Manatee Ave W	Bradenton	320
1D Master	237	1806 51st Street W	Bradenton	2609
Glenn Lakes	119	5005 47th Street W	Bradenton	300
12D	221	7830 Desoto Memorial Dr	Bradenton	500

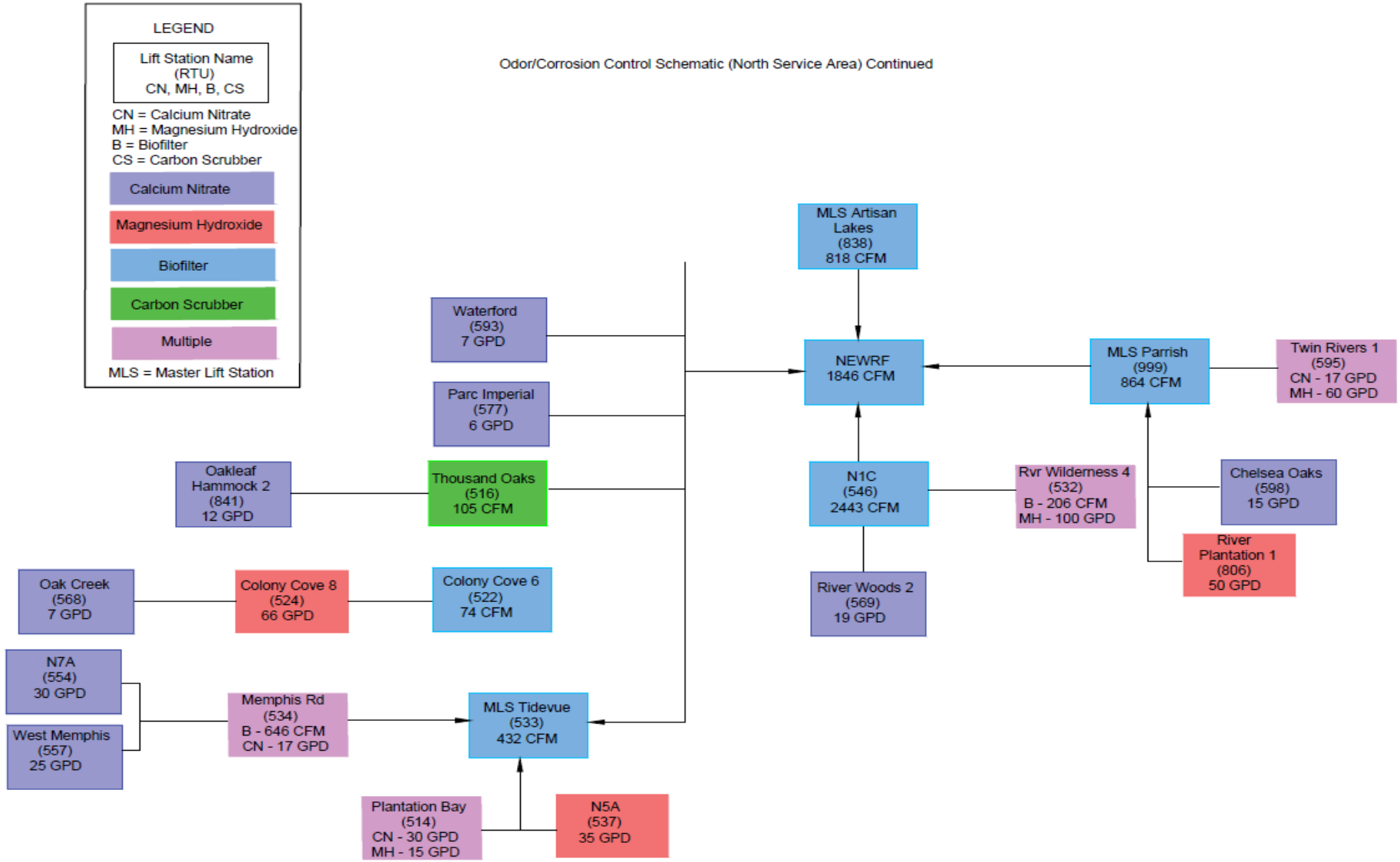
15D	218	1001 Palma Sola Blvd	Bradenton	600
19D	217	2314 Palma Sola Blvd	Bradenton	207
8D	225	6700 9th Ave NW	Bradenton	750
37A	302	800 39th Ave W	Bradenton	480
Manatee Woods	319	3600 3rd Street E	Bradenton	133
9A	436	1160 Rome Ave	Bradenton	225
6A	136	7678 West Moreland Dr	Bradenton	453
17A	404	816 63rd Ave W	Bradenton	195
32AA	334	509 28th Ave W	Bradenton	200
#15	67	420 North Bay Blvd	Anna Maria	250

END OF EXHIBIT E

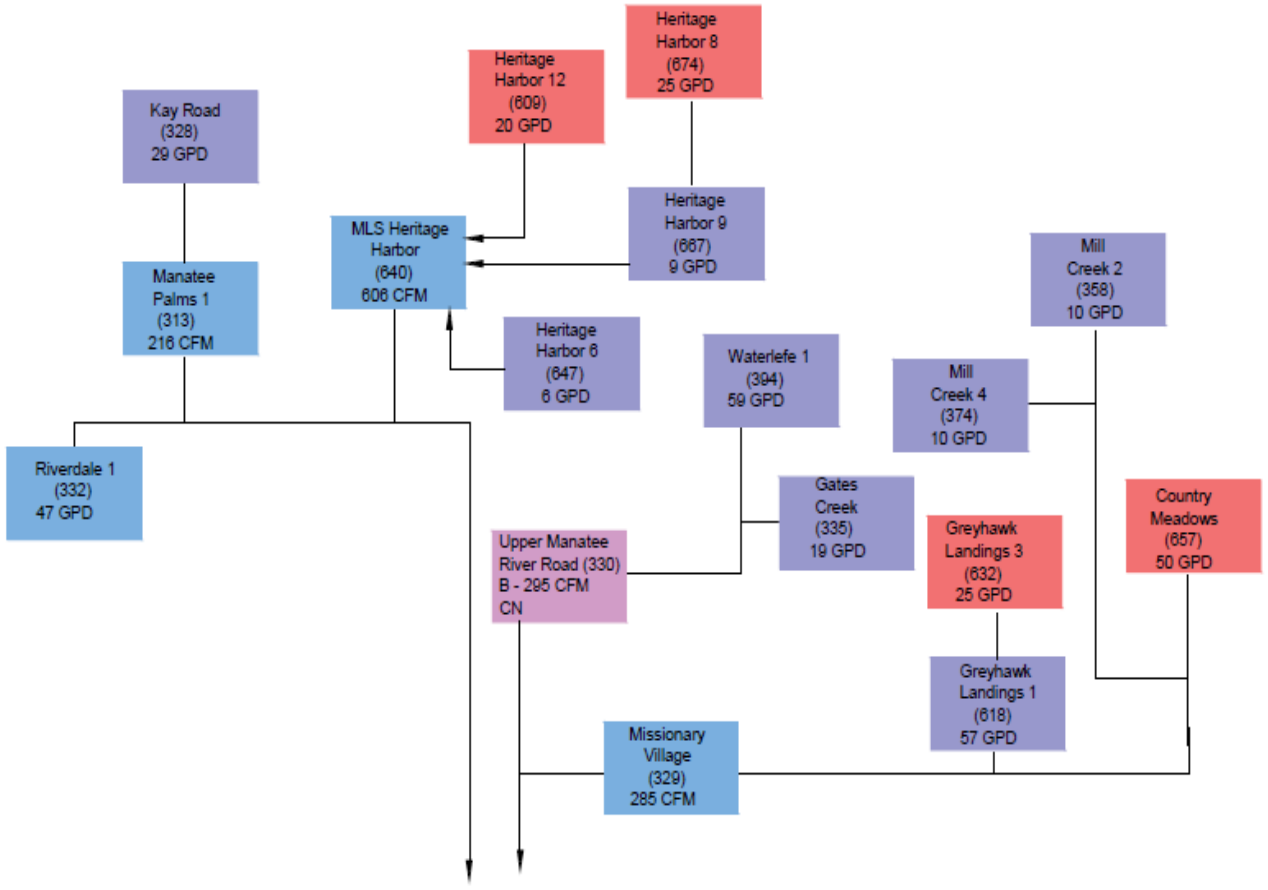
EXHIBIT F, SERVICE AREA SCHEMATICS

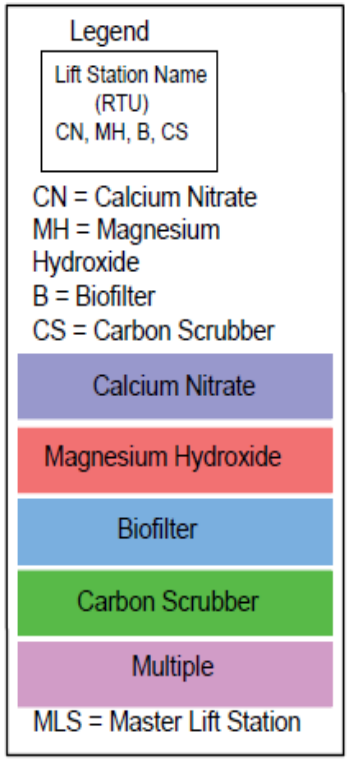
Please note that these charts do not geographically represent the wastewater system. It is only used to show a simple flow diagram and what products are used at each location.


Odor/Corrosion Control Schematic (North Service Area)
Manatee Jail
(565)
28 GPD
N5B
(552)
144 CFM
N1H
(513)
B - 344 CFM
CN - 11 GPD
NSK2
(562)
16 GPD
N4B (550)
B - 131 CFM
CN - 8 GPD
MH - 60 GPD
MLS N1B
(549)
506 CFM
N6B
(553)
127 CFM
N2B (548)
B - 314 CFM
CN - 45 GPD
MH - 45 GPD
LEGEND
Lift Station Name
(RTU)
CN, MH, B, CS
CN = Calcium Nitrate
MH = Magnesium Hydroxide
B = Biofilter
CS = Carbon Scrubber
Calcium Nitrate
Magnesium Hydroxide
Biofilter
Carbon Scrubber
Multiple
MLS = Master Lift Station

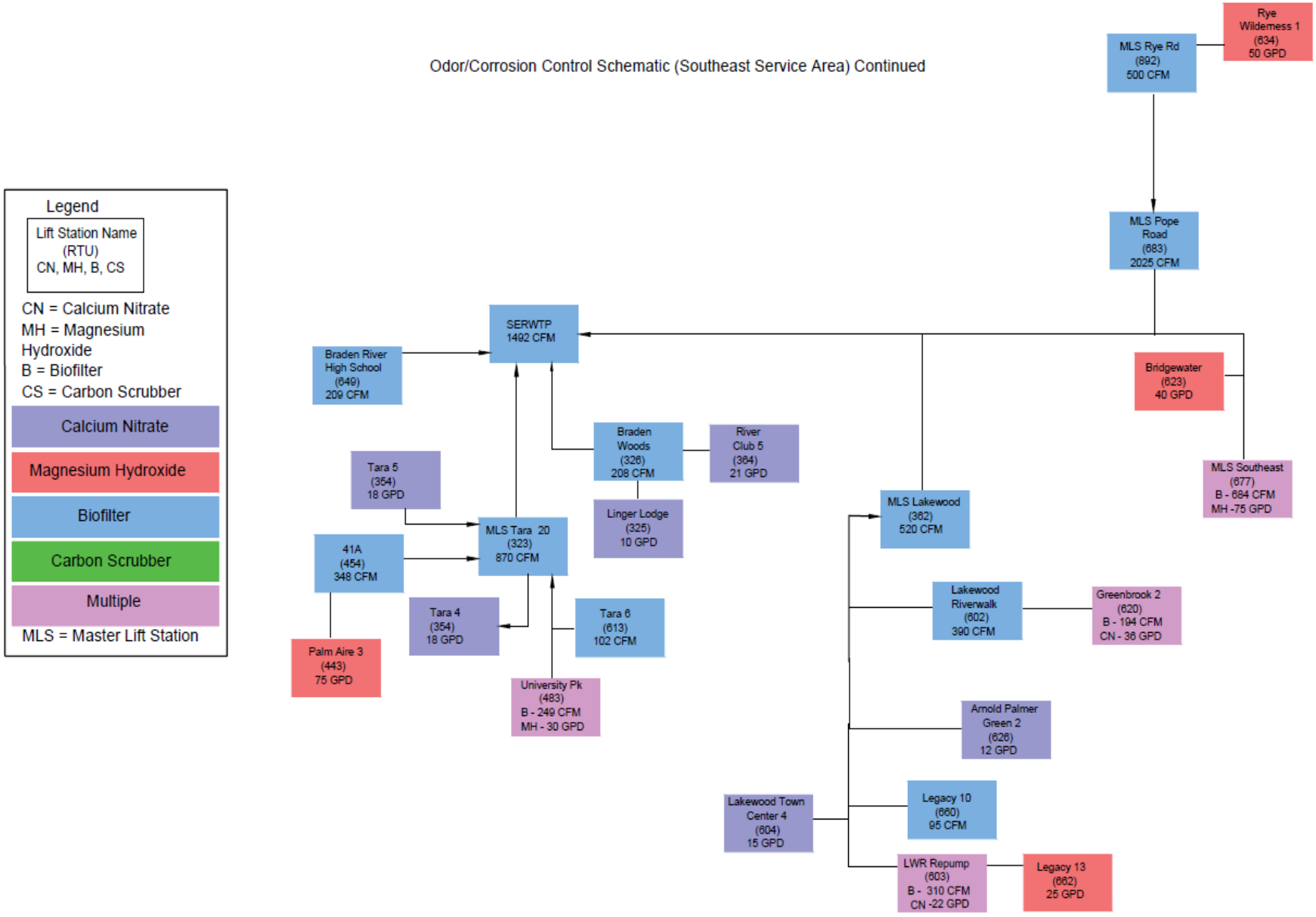

LEGEND
Lift Station Name
(RTU)
CN, MH, B, CS
CN = Calcium Nitrate
MH = Magnesium Hydroxide
B = Biofilter
CS = Carbon Scrubber
Calcium Nitrate
Magnesium Hydroxide
Biofilter
Carbon Scrubber
Multiple
MLS = Master Lift Station
Odor/Corrosion Control Schematic (North Service Area) Continued
MLS Artisan Lakes (838) 818 CFM
Waterford (593) 7 GPD
NEWRF 1846 CFM
MLS Parrish (999) 864 CFM
Twin Rivers 1 (595) CN - 17 GPD MH - 60 GPD
Parc Imperial (577) 6 GPD
Oakleaf Hammock 2 (841) 12 GPD
Thousand Oaks (516) 105 CFM
N1C (546) 2443 CFM
Rvr Wilderness 4 (532) B - 206 CFM MH - 100 GPD
Chelsea Oaks (598) 15 GPD
River Plantation 1 (806) 50 GPD
Oak Creek (568) 7 GPD
Colony Cove 8 (524) 66 GPD
Colony Cove 6 (522) 74 CFM
River Woods 2 (569) 19 GPD
N7A (554) 30 GPD
West Memphis (557) 25 GPD
Memphis Rd (534) B - 646 CFM CN - 17 GPD
MLS Tidevue (533) 432 CFM
Plantation Bay (514) CN - 30 GPD MH - 15 GPD
N5A (537) 35 GPD

Odor/Corrosion Control Schematic (Southeast Service Area)

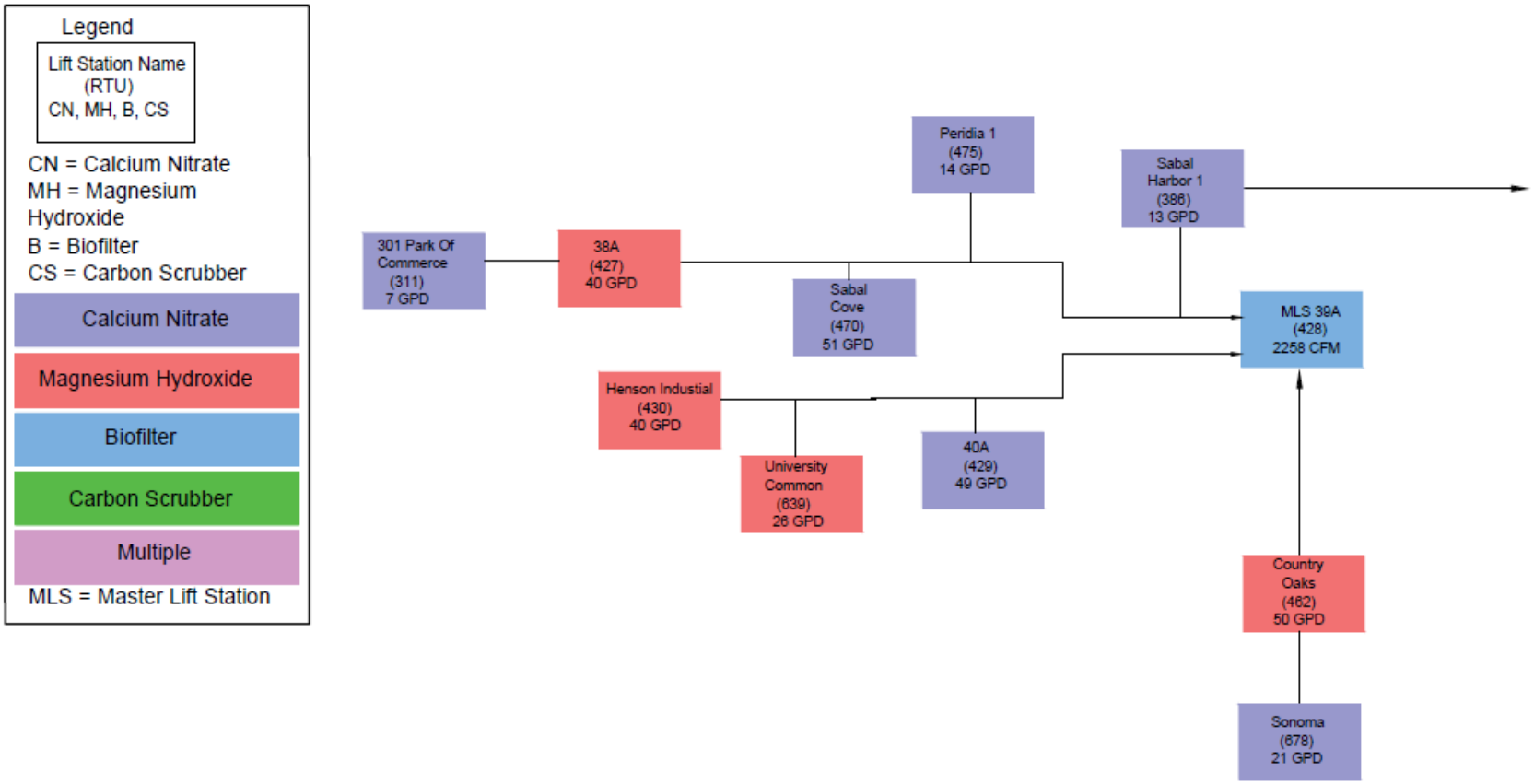




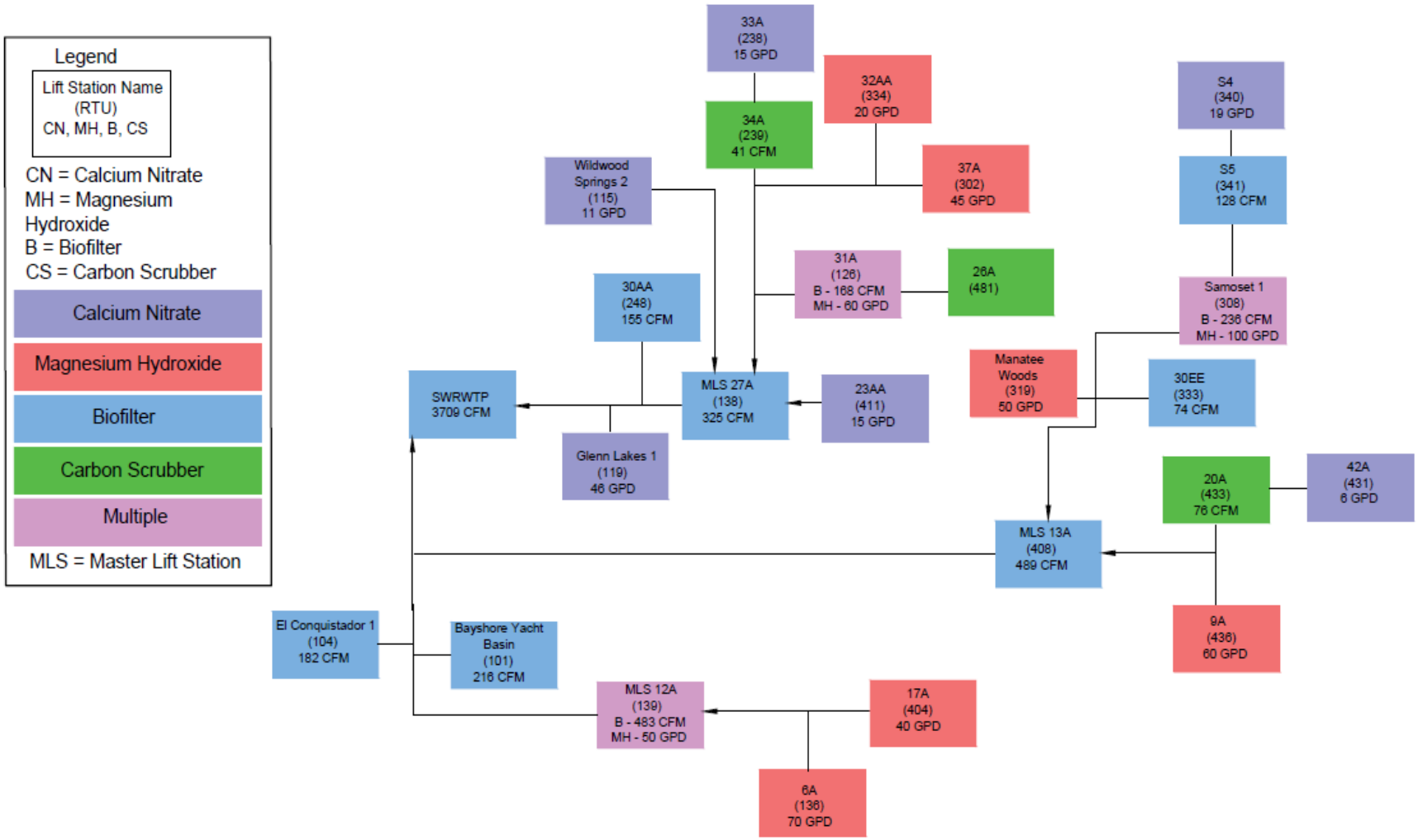
Odor/Corrosion Control Schematic (Southeast Service Area) Continued



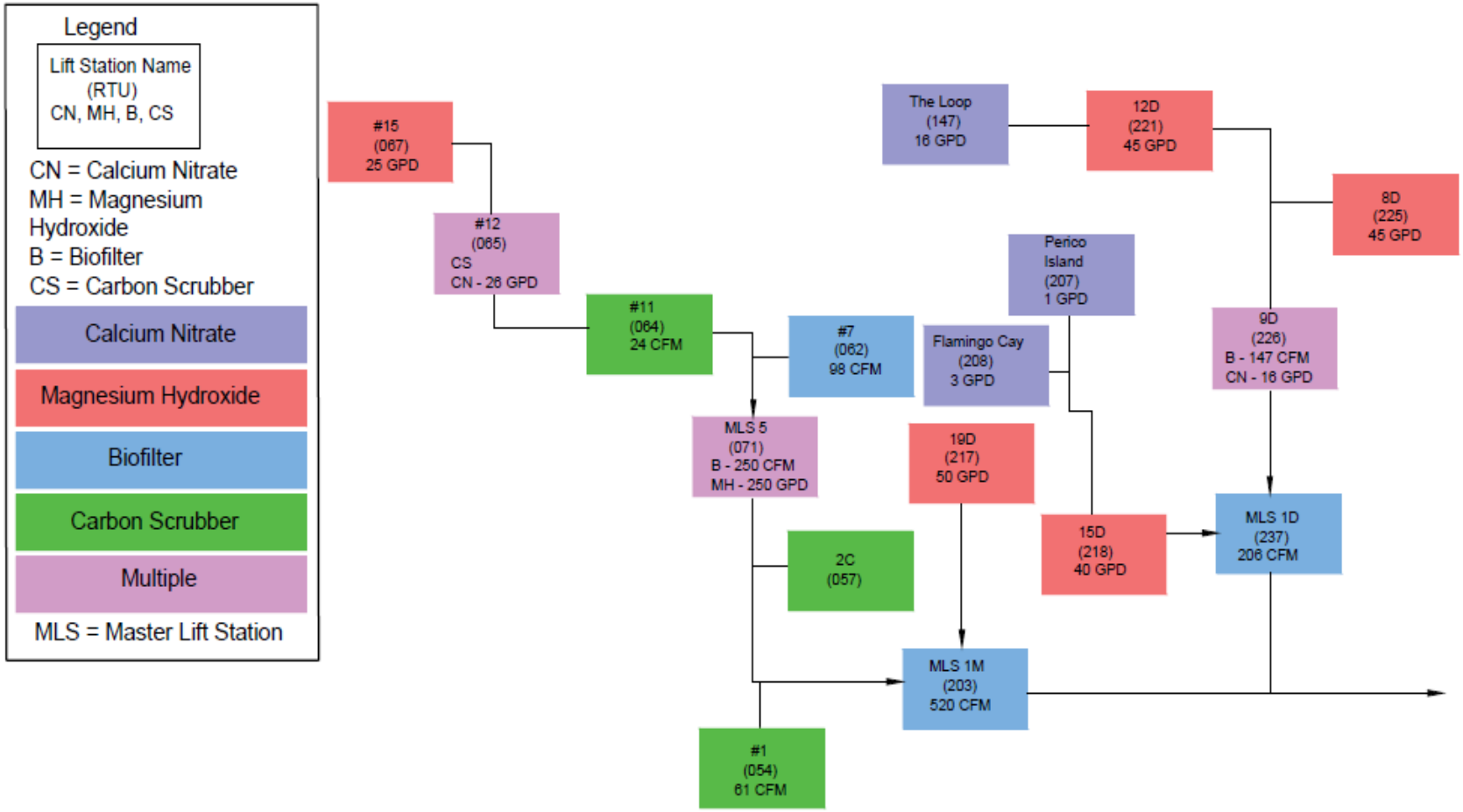
Odor/Corrosion Control Schematic (Southeast Service Area) Continued



Odor/Corrosion Control Schematics (Southwest Service Area)



Odor/Corrosion Control Schematic (Southwest Service Area) Continued



END OF EXHIBIT F

AGENDA ITEM NO. 6.ai

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract for Demolition of Public Works and Associated Structures

SUGGESTED ACTION: Approve Contract for Mayor's Signature

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On September 25, 2024, Council approved IFB 24-033NT recommendation of award to USA Fence Company LLC. to provide Demolition Services. Purchasing is now bringing forward the resulting contract for execution.

FINANCIAL IMPACT:
Included in the department's operating budget.

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

SUGGESTED MOTION:
Motion to approve the Contract Demolition with USA Fence Company.

ATTACHMENTS:
Contract with USA Fence Company

3761336

CONTRACT DEMOLITION WITH USA FENCE COMPANY

THIS CONTRACT is made on this 6th day of November 2024 ("Effective Date") between the City of Bradenton, a municipal corporation ("City"), and USA Fence Company, a Florida corporation with its principal address located at 1209 44th Avenue East, Bradenton, Florida 34203 (the "Contractor") (the City and the Contractor hereinafter collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the City issued IFB 24-022NT (the "IFB") seeking bids to provide the City with demolition of public works buildings and associated structures services;

WHEREAS, the Contractor submitted a proposal to the IFB (the "Proposal");

WHEREAS, the City selected the Contractor as a winning proposer;

WHEREAS, the Parties desire to enter into a contract to outline the terms and conditions governing the demolition of the public works buildings and associated structures.

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

1. CONTRACT DOCUMENTS AND SCOPE OF WORK

The contract documents, which comprise the entire contract between the Parties and which are made a part hereof by reference, shall consist of the following:

1. Contract;
2. IFB; and
3. Proposal

(collectively the "Contract Documents"). The IFB and the Proposal are attached hereto and incorporated herein as Exhibit "A". To the extent there is conflict between the terms and provisions of the Contract Documents, the order of precedence shall be the order in which the documents are listed above.

The Contractor agrees to diligently provide all necessary labor, services, materials, equipment, tools, consumables, and skills to perform the services as described in the Contract Documents (the "Work").

2. TERM

This Contract shall commence upon execution by both the City and the Contractor. Contractor shall complete the Work within 120 days from issued notice to proceed.

3. FEE AND PAYMENT

City agrees to pay Contractor the sum of One Hundred Five Thousand Eight Hundred Seventy-Five Dollars and Fifty Cents ($105,875.50) (the "Fee") for the Work during the Term of this

Contract. Contractor shall submit a monthly invoice and upon acceptance by the City, the invoice(s) will be paid in accordance with Florida's Prompt Payment Act.

4. RESPONSIBILITIES OF THE CONTRACTOR

Contractor agrees to diligently perform the contractor responsibilities as described in the Contract Documents.

5. TIMELY PERFORMANCE BY CONTRACTOR

a. The timely performance and completion of the required services is of the essence and vitally important to the interest of the City.
b. The personnel assigned by the Contractor to perform the Work shall comply with the information presented in the Contract Documents. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified to and capable of performing their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

6. OBLIGATIONS OF THE CITY

a. City shall cooperate fully with Contractor in the performance of Contractor's obligations under this Contract.
b. City shall timely produce and complete accurate information necessary to effectuate the gathering of the public input, at the request of Contract. City further agrees to provide Contractor with notice of any material changes in City's organization and/or operations, or in any other material information provided under this Contract.

7. TERMINATION

a. This Contract is subject to termination in accordance with the terms of the Contract Documents.

8. INDEMNIFICATION

a. Contractor covenants and agrees to indemnify and hold harmless the City in accordance with the terms of the Contract Documents.

9. INSURANCE

a. Contractor shall procure and maintain insurance as specified in the Contract Documents.

10. PUBLIC RECORDS

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

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

b. Upon request from the City, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
c. Contractor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City;
d. Contractor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and
e. Contractor acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

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

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: Cityclerk@cityofbradenton.com

11. SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

12. NOTICE

Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt:

To City:	City of Bradenton c/o Purchasing 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A. c/o Scott E. Rudacille, Esq. 802 11th Street West Bradenton, Florida 34205
To Contractor:	USA Fence Company c/o _____ _____ _____

13. ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Agreement is executed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written above.

CONTRACTOR

USA FENCE COMPANY

By: _____

Its: _____
(Title of Authorized Representative)

Date: 10/30/2024

CITY OF BRADENTON

BY: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

BY: _____
TAMARA MELTON
City Clerk

Approved as to form:

BY: _____
SCOTT E. RUDACILLE
City Attorney

4945275v1

Exhibit "A"

IFB 24-022NT, Addenda, and Contractor's Proposal

Notice to Proposers **August 16, 2024**

IFB 24-022NT

Demolition of Public Works Buildings and Associated Structures

ADDENDUM # 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the Bid. Items not referenced herein remain unchanged, including the response date. Proposer are further instructed to note receipt of the addendum in the solicitation submission form. Questions or changes are as follows:

Part I – Pertaining to the Solicitation Package: N/A

Part II – Pertaining to the Technical Specifications/Scope of Work: N/A

Part III – Responses to Questions:

Question 1:	**Is it possible to make a site visit and inspect the buildings in order to provide the quote?**
Answer 1:	Yes, a scheduled site visit will be on August 21st at 9:00 AM located at 1411 9th St. W Bradenton, FL 34205
Question 2:	Do I need to schedule with someone on site for access to the buildings?
Answer 2:	Please refer to answer above
Question 3:	What is the estimated construction budget for this project?
Answer 3:	N/A

Approved by City:

Nicholas Toth

Nicholas Toth, Purchasing Analyst A

City of Bradenton

Purchasing Department

101 Old Main Street

Bradenton, Florida 34205

Telephone: 941-714-9467

Notice to Proposers **September 5, 2024**

IFB 24-022NT

Demolition of Public Works Buildings and Associated Structures

ADDENDUM # 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the Bid. Items not referenced herein remain unchanged, including the response date. Proposer are further instructed to note receipt of the addendum in the solicitation submission form. Questions or changes are as follows:

Part II – Pertaining to the Technical Specifications/Scope of Work:

Replace 24-022NT Part II – Scope of Services with Addendum #2 24-022NT Part II Scope of Services

Part III – Responses to Questions:

Question 1:	Has there ever been an asbestos survey or an Environmental Hazard Assessment done on any of the buildings?
Answer 1:	***Please refer to Part II – Scope of Services Section C.i and C.iii of the solicitation.***
Question 2:	Is the City keeping the Generator?
Answer 2:	***Yes.***
Question 3:	Is the asphalt paving to be removed?
Answer 3:	***No.***
Question 4:	Would the city do the capping of water and sewer disconnections?
Answer 4:	***Yes.***
Question 5:	The buildings to be demolished are on three different property parcels. Will there be three different permits? If so, would the city waive the cost of the demolition permits?
Answer 5:	***Yes, there will be three separate permits. City will not waive the costs.***
Question 6:	Can there be another scheduled site visit?

Answer 6:	***The city is not scheduling another site visit. However, vendors can view and access the outside of the buildings during the hours of 7:00 AM – 4:00 PM as they are open to the public.***
Question 7:	What is the exact count of square footage of the facade of the brick building?
Answer 7:	***We do not have the exact count of the facade of the brick building. However, the total building square footage is 12,104 Sq ft.***
Question 8:	Do you require construction fence around the 2-Story building for demolition? If so, A. Approximate Linear Footage? B. 6' chain link with driven posts or panels on stands with sandbags? C. Duration the fence is needed? D. Windscreen (green, blue, black, or custom graphic)? E. Gates? What type and how many (man gates, double drive swing gates, slide gates)?
Answer 8:	***A. 970+ Linear Feet*** ***B. Chain link with driven posts.*** ***C. Proximately 2 years. This fence will be up during the construction of the ball field.*** ***D. City Park Graphics and Message*** ***E. No gates needed, as the fence will start at the Southwest corner of the building.***
Question 9:	Does the City want the contractor to salvage all the bricks? Or as many as possible?
Answer 9:	***As many as possible.***
Question 10:	How does the City want contractors to preserve the condition and integrity of the bricks during demolition?
Answer 10:	***The contractor shall work with the City's Project Manager to determine the best location to store the bricks during demolition. The salvaged bricks should be placed on pallets for transportation by the City at a later date.***

Approved by City:

Erin Jones

Erin Jones, NIGP-CPP, CPPB

Purchasing Manager

City of Bradenton

Purchasing Department

101 Old Main Street

Bradenton, Florida 34205

Telephone: 941-714-9467

ADDENDUM NO.2
PART II SCOPE OF SERVICES

I. OVERVIEW

The City of Bradenton is seeking bids from a qualified firm to provide all necessary equipment, materials, transportation, and labor for demolition and clean-up services for buildings and structures located at 1411 9th Street West 34205 Bradenton, FL.

II. SCOPE OF WORK

A. EXISTING CONDITIONS

i. Demolition work will consist of the following:

a. One (1), two-story brick building, located on the West side of the property, measuring approximately 12,104 square feet.

b. Two (2) portable units, located on the South side of the property, measuring 2,706.44 total square feet.

c. One (1) metal, L-shaped carport, located on the Northwest side of the property, measuring 8,888.22 square feet.

d. One (1) metal carport, located on the North side of the property, measuring 11,072.95 square feet.

e. One (1) metal carport, located on the East side of the property, measuring 7,140.52 square feet.

ii. The Contractor shall visit the site and familiarize themselves with the existing conditions of the adjoining community, roads, and structures adjacent to the site.

iii. The Contractor shall investigate the conditions of public thoroughfares and roads as to availability, clearances, loads, limits, restrictions, and other limitations affecting transportation to, and ingress and egress of the site.

iv. The Contractor shall conform to all City, State, and Federal regulations regarding the transportation of materials to and from and at the job site and shall secure in advance such permits as may be required.

v. The Contractor shall be familiar with applicable federal, state, and local requirements for performing this work, including all specific requirements, as they relate to storage, transportation, and permitted work hours.

vi. The Contractor shall coordinate with Florida Power & Light (FPL) and other applicable utilities services.

B. SALVAGE/DISPOSAL

i. Except for items of materials indicated to be reused, salvaged, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractors property and shall be removed from the site with further disposition at the Contractor's option.

a. The City would like to retain ownership of all bricks associated with the S. Earl Crawley building, located at 1411 9th Street West, for reuse at a

different location. Thus, the Contractor will take necessary measures to preserve the condition and integrity of bricks during demolition.

b. Contractor will stack/store bricks at an agreed upon, by the City's Project Manager, location prior to demolition.

c. The City will coordinate efforts to move the bricks to the new location. If it is decided the bricks cannot be moved or reused, the Project Manager will inform the Contractor and the Contractor will properly dispose of the brinks.

ii. Salvaged Materials: Items of salvageable value to the Contractor, after approval by the Owner is given, may be removed from the structure, and become the property of the Contractor as work progresses. Transport salvaged items from the site as they are removed.

iii. The Owner reserves the right to salvage all material as deems useful prior to the scheduled demolition. The Contractor shall notify the Owner of their intent to start demolition (In writing) with sufficient time to allow salvage operations by the Owner to take place without disrupting the Construction Schedule.

iv. Storage or sale of removed items will not be permitted on site.

v. Prior to demolition, Contractor and Owner shall identify what objects must be removed from each site.

C. ASBESTOS/HAZARD MATERIALS

i. An Environmental Hazard Assessment will need to be performed to identify any Lead-Based Paint (LBP). All metal components present at the facility that have LBP must be sent to a local recycler.

ii. All Hazardous Materials, if encountered, shall be handled and disposed of in accordance with Federal, State and Local regulations. Transfer of all hazardous materials shall be to a facility that is licensed by the United States Environmental Protection Agency (USEPA). Copies of all Waste Manifests shall be provided to the Owner for his record keeping.

iii. Contractor shall perform an Asbestos Inspection on the buildings to be demolished. if asbestos is present in the building to be demolished. A report on the presence of asbestos should be provided as part of the preliminary site environmental review.

iv. Contractor performing the asbestos inspection shall have an authorized asbestos business license by the State of Florida Department of Business & Professional Regulation.

v. Should asbestos be found during demolition when (iii) the asbestos survey, if performed, indicates no asbestos is present within the structure, or (iii) an asbestos survey was not required or performed in accordance with applicable federal and state rules and regulations, the Contractor shall immediately stop work and report the finding to the City. The Contractor shall prepare a proposed Change Order for work

required to deal with the asbestos for city review and approval prior to recommencing demolition activities.

iv. Upon completion of any asbestos removal, the Contractor shall provide completed, signed, and notarized statements indicating that all identified asbestos containing materials included in the scope of work were properly removed in accordance with applicable rules and regulations and as specified herein

v. It is the responsibility for the Contractor to dispose of all household hazardous waste.

D. PRE-DEMO SUBMITTALS

Submit each item in this Article according to the Conditions of the Contract:

i. Environmental Hazard Assessment Report

ii. Proposed dust control measures

iii. Proposed noise control measures

iv. Proposed Health and Safety Plan

v. Performance Bond if needed.

Schedule of demolition activities indicating the following:

i. Proposed methods and operations of demolition

ii. Detailed sequence of demolition and removal work, with starting and ending dates for each activity

iii. Permits and notices authorizing building demolition

iv. Permit for transport and disposal of debris

v. Other applicable permits as required by City of Bradenton and the State of Florida

vi. Inventory of items to be removed and salvaged/recycled

vii. Inventory of items to be removed by Owner

viii. Photographs or videotapes, sufficiently detailed of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by demolition operations

ix. Identify and accurately locate capped utilities, and other subsurface structural, electrical, or mechanical conditions

x. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licenses to accept hazardous wastes

E. SITE PREP

i. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks and other adjacent occupied and used site facilities.

ii. Temporary Traffic Control (TTC) shall be provided during all project phases in compliance with standards identified in the Manual on Uniform Traffic Control Devices (MUTCD) and Florida Department of Transportation (FDOT) Standard Plans.

iii. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities. Ensure safe passage of people around demolition area.

iv. Protect existing site improvements, appurtenances, and landscaping to remain.

v. Provide and maintain interior and exterior shoring, bracing or structural support to preserve stability and prevent movement, settlement, or collapse of buildings to be demolished and adjacent buildings to remain.

vi. Strengthen or add new supports when required during progress of demolition.

vii. Install construction fencing around the perimeter of the demolition site.

F. DEMOLITION REQUIREMENTS

i. Contractor shall conduct demolitions to minimize interference with adjacent structures and occupancies.

ii. Cease operations immediately if adjacent structures appear to be in danger. Notify owner. Do not resume operations until directed.

iii. Disconnect, remove, cap, and identify designated utilities within demolition areas.

iv. Backfill open pits and holes caused as a result of demolition.

v. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.

vi. Rough grade and compact areas affected by demolition to maintain site grades and contours.

vii. Fill materials shall be identified and approved by City.

G. CONTRACTOR RESPONSIBILITIES

i. Contractor shall be responsible for notifying Florida Environmental Protection Agency (EPA), if required, before beginning any abatement process.

ii. Contractor shall work in accordance with specifications set forth herein, and all applicable local, state and federal laws, codes, ordinances.

iii. Contractor shall follow all current best practice procedures as determined by industry standards or as directed by the City.

iv. Contractor shall provide all personnel and equipment necessary to perform the services described herein.

v. Every Contractor crew must have at least one employee on site that can effectively communicate in English with the City staff and with the public.

vi. Contractor shall provide a qualified employee who shall be present during the course of work, who can make on-site decisions. The qualified employee shall be

knowledgeable about all procedures and practices applicable to the contracted service requirements and conditions.

vii. All Contractor's personnel shall have access to cell phone or radio to communicate with each other, any subcontractors and the City.

viii. Contractor's employees shall have identification, including a uniform or lanyard with badges for the staff identifying the company name.

ix. Contractor's vehicles shall have identification (i.e., a sign affixed to the vehicle) and be equipped with proper safety equipment as required by transportation authorities.

x. Contractor shall coordinate work so that there is minimal to no interruption to daily work at any location and shall notify the City whenever on City property to perform requested work.

xi. Mandatory Kick-Off Meeting: Upon approval of the contract, Contractor shall attend a mandatory kick-off meeting with City representatives to discuss important information related to the contract and the scope of work. The City shall not be responsible for payment to Contractor for any briefings or meetings held between the City and Contractor, as these meetings are to the mutual benefit of both parties.

xii. All correspondence between the City and Contractor concerning services within the scope of this agreement shall contain the contract number, work order (WO) number (if provided) and purchase order (PO) number.

xiii. Contractor is responsible for any damage to City or third-party property caused by Contractor or their employees. Restoration shall be made to the City's satisfaction.

xiv. Contractor shall ensure conditions of the work site always reflect good housekeeping and safety practices. Contractor shall be responsible for all trash and debris disposal from the work site.

xv. Contractor shall document and report all safety-related incidents on the project site immediately to the City's Project Manager and Safety Specialist.

xvi. Contractor shall be responsible for any and all permitting and must send a copy of the permit to the City's project manager, as listed on the City's PO, prior to commencing work.

xvii. The Contractor shall be responsible for all underground utility locates, inclusive, of irrigation, and shall provide a copy of underground utilities locate report/plan to appropriate end user for project, prior to destruction commencement.

xviii. The Contractor shall provide protection to buildings, structures, and utilities that are under or above the ground, or on the surface from contractor's operations that may be hazardous and/or damaging to said facilities

xix. The Contractor shall contact the City to request an inspection after the demolition project has been completed.

H. PROJECT CLOSEOUT

ADDENDUM NO.2
PART II SCOPE OF SERVICES

i. At the completion of the project the Contractor shall submit a Closure Package to the City. The Closure Package shall include, but not limited to:

   a. Final Invoice (original)
   b. Certificate of Completion (original)
   c. Checklist (from quote document)
   d. Final Building Permit
   e. Household hazardous waste (i.e., paints, insecticides) invoices showing disposal at authorized disposal site.
   f. Scaled Landfill tickets. Tickets must be filled out and include property address. (original)
   g. Final Unconditional Release of Lien from all Subcontractor(s) (original)

ii. The Contractor must submit final close-out documents, which include, but are not limited to, final manifests and landfill receipts, personal air sampling data, copies of the daily log and reports, and copies of the daily sign-in/sign-out sheets.

iii. The Contractor must submit affidavit and release of all claims form as required under the general conditions of the contract.

iv. The Contractor must submit consent of surety to final payment.

v. The Contractor must submit the payment requests with releases and supporting documentation not previously submitted and accepted.

I. SCHEDULING/HOURS

i. The Contractor must provide a schedule prior to issuance of the Notice of Commencement with it to be agreed upon by the City prior to the Notice of Commencement being issued. All paperwork noted as a part of the Closure Package must be submitted no later than five (5) business days of the Completion Date stated in the Notice to Commence Services.

ii. Work is to be performed during normal business hours. Normal business hours are defined as Monday through Friday, 7:00 a.m. – 5:00 p.m., except City observed Holidays.

iii. Work may be performed on Saturdays with approval from the City. Upon approval the Contractor shall obtain a noise permit through the City Clerk. The Contractor will indicate on the noise permit specific hours in which heavy equipment will be used during demolition.

Changes are indicated in bold using underlined text to show additions and strikethrough text to show deletions.

Attachment B - Fence Perimeter



Distance
971.31 ft

Form #1 – Response Form

City of Bradenton
Response Form

Company Name: USA Fence

Date Submitted: 9/11/24

Project Identification #: IFB 24-022NT

Project Name: Demolition of Public works buildings and associated structures

Company Name: USA Fence

Name & Title: Link Glasgow- Manager

Business Address (Physical): 1209 44th Ave E Bradenton, Fl 34203

Corporate or Mailing Address [X] Same as Physical:

ADDRESS MUST MATCH SUNBIZ 1209 44th Ave E Bradenton, Fl 34203

E-MAIL ADDRESS: Link.glasgow@myusafence.com

PHONE NUMBER: O-9417568727 C-9417827738 FAX NUMBER:

In submitting this proposal, Proposer makes all representations required by the Instructions to Proposers and further warrants and represents that: Proposal has examined copies of all the solicitation documents and the following addenda:

No.	bid format	Date:	8/9/24	No.	Add #2	Date:	9/5/24
No.	Bid Doc	Date:	8/12/24	No.		Date:	
No.	Add #1	Date:	8/16/24	No.		Date:	

City of Bradenton, Bradenton, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that the Proposer have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be finished, here by propose and agree to furnish this service in according to the requirement set out in the specifications or scope of work for said services for the pries as listed on the City provided price sheet or agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: 59-1702108

(1) Employer Identification Number -or- (2) Social Security Number:

** *The City of Bradenton collects your social security number for tax reporting purposes only*

ALL BIDS MUST BE SIGNED AND EXECUTED BY A CORPORATE AUTHORITY.

Where Proposer is a Corporation, add:

USA Fence
Company Name: (Name printed or typed)

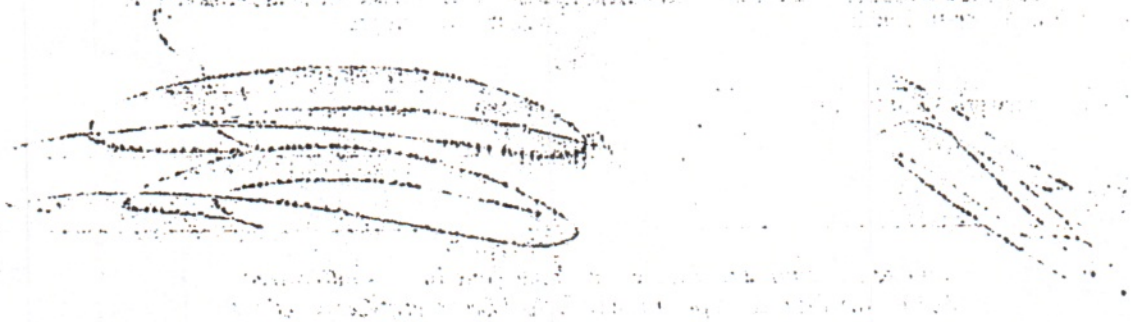
Attest:
Secretary

Authorized Proposer:

Shannon Glasgow
Proposer: (Name printed or typed)

Authorized Signature and Proposer Title

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Divisions of Corporations*. Please refer to website: *www.sunbiz.org*



Form #2 – Interest in Competitive Bidding

FORM 2 INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
Shannon Glasgow	President
MAILING ADDRESS	AGENCY
1209 44th Ave E	USA Fence
CITY / ZIP / COUNTY	ADDRESS OF AGENCY
Bradenton Fl 34203 Manatee	1209 4th Ave E Bradenton Fl 34203

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

1. The competitive bid to which this statement applies has been will be (strike one) submitted to the following government agency:

2. The person submitting the bid is Name: Shannon Glasgow Position: President

3. The business entity with which the person submitting the bid is associated is: USA Fence

4. My relationship to the person or business entity submitting the bid is as follows: President

5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:
   a. The realty, goods and/or services to be supplied specifically include: Demolition
   b. The realty, goods and/or services will be supplied for the following period of time: 120 days
   c. Will the contract be subject to renewal without further competitive bidding: ___ Yes _X_ No if so, how often? _____

6. Additional comments:

7. Signature: [signature] Date Signed: 5/1/2024 Date Filed:

FILING INSTRUCTIONS

If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $5,000.00.

Form #3-Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT
(Prime Contractor/Vendor)

State of Florida.

County of Manatee.

USA Fence, C. being first duly sworn, deposes and says that they are

Shannon Glasgow, Pres. the party making the fore-going solicitation
(Partner or officer of the firm, etc.)

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Bradenton of any person interested in the proposed contract; and that all statements in said solicitation are true.

(Contractor/ Vendor, if the Contractor/vendor is an individual;
Partner, if the Contractor/vendor is a partnership;
Officer, if the Contractor/vendor is a corporation)

Lo [[USA Fence
(Company Name)

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by mean of ☑ physical presence or ☐ online, this

USA Fence by Shannon Glasgow of USA Fence, a Florida corporation on behalf of the

Corporation. He/She is personally known to me or has produced _____ as identification.

(Signature line for notary public)

(Name of notary typed, printed or stamped)

Notary Public State of Florida
Juliana Alcaraz Chang
My Commission HH 475566
Expires 4/19/2026

(Title or rank)

(Serial number, if any)

Notary Public State of Rhode
Juliana Alcantz Cheng
My Commission HH 475545
Expires 4/19/2026

Form #4 - Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to City of Bradenton
(Print name of the public entity)

by Shannon Glasgow President
(Print individual's name and title)

for USA Fence
(Print name of entity submitting sworn statement)

whose business address is 1209 44th Ave E Bradenton, Fl 34203

(If applicable) its Federal Employer Identification Number (FEIN) is 59-1702108

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict , nonjury trial, or entry of a plea of guilty or nolocontendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime: or:

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

Form #4 - Public Entity Crimes

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (*Please indicate which statement applies*)**

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

X The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

X The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT TIDS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WIDCH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

5/11/2024
(Date)

STATE OF Florida
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me by mean of ☑ physical presence or ☐ online notarization, this 11th day of, Sept by Shannon Glasgow

Notary Public State of Florida
Juliana Alcarez Chang
My Commission HH 475586
Expires 4/10/2028

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

✓ personally known or _____ Produced Identification

Type of Identification Produced _____

Notary Public State of Florida
Juliana Alecrit Chang
My Commission HH 475566
Expires 4/19/2026

Form #5 - Negligence or Breach of Contract Disclosure Form

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name	USA Fence					
2.	Type of Incident	Place an X in the appropriate block.	IFB 24-0022NT Alleged Negligence			Breach of Contract	
3.	Date of Incident						
4.	Who Took Action Against Your Company? (Include name, state, and City.)	NA					
5.	What was the initial circumstance for this action?	NA					
6.	What was the final outcome of this action?	NA					

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE" on the page and return it with the company name completed.

Page Number: [ ] of [ ]

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Alternate Reporting: If you have too many lawsuits report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the plaintiff (Do not include litigation with your company as the plaintiff), Date of filing, initial reason for circumstances, final outcome. Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" of you use this alternate method

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after suchconviction.

5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Loyd Glasgow

~~Loyd Glasgow~~ USA Fence

CONTRACTOR VENDOR NAME

AUTHORIZED SIGNATURE

Form #7 – Scrutinized Companies Form

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: USA Fence

Respondent's Authorized Representative Name and Title: shannon Glasgow President

Address: 1209 44th Ave E

City: Bradenton State: Fl Zip: 34203

Phone Number: 9417568727 Respondent FEIN: 59-1702108

Email Address: link.glasgow@myusafence.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" 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, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: Shannon Glasgow, Pres. USA Fence Co.

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

Print Name and Title: Shannon Glasgow Pres.

Reference Form

REFERENCE #1

Company Name: Sarasota Housing Authority
Address: 269 S. Osprey Avenue, Suite 100 Sarasota, FL 34236
Contact Name: Lance Clayton
Telephone: 9415448380 Email: lclayton@sarasotahousing.org
Describe products/services provided: demolition
Provided from 1/1/2(to 9/11/20

REFERENCE #2

Company Name: Sarasota County
Address: 1001 Sarasota Center Blvd, Sarasota Fl
Contact Name: Debbie Wagner
Telephone: 941-861-6612 Email:: dwagner@scgov.net
Describe products/services provided: demoltion
Provided from 1/1/20 to 9/11/24

REFERENCE #3

Company Name: City of Palmetto
Address: 516 8th Ave W, Palmetto, FL 34221
Contact Name: Jim Freeman
Telephone: (P) 941.723.457(Email: jfreeman@palmettofl.org
Describe products/services provided: demolition
Provided from 1/1/20 to 9/11/24

REFERENCE #4

Company Name: Eason Building Group
Address: 6812 Gulf of Mexico Dr, Longboat Key, FL
Contact Name: Scott Eason
Telephone: 9417787665 Email: scott@ebgflorida.com
Describe products/services provided: demolition
Provided from 1/1/20 to 9/11/24

REFERENCE #5

Company Name:
Address:
Contact Name:
Telephone: Email:
Describe products/services provided:
Provided from to

REFERENCE #6

Company Name:
Address:
Contact Name:
Telephone: Email:
Describe products/services provided:
Provided from to

BID FORM

IFB-24-022NT

Demolition of Public Works Buildings and Associated Structures

Demolition for 1411 9th St West	
TOTAL LUMP SUM PRICE	$105,875.50
One hundred and five thounsad, eight hundred and seventy five dolllars and fifty cents	

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
USA FENCE COMPANY

Filing Information

Document Number	519757
FEI/EIN Number	59-1702108
Date Filed	12/07/1976
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	02/07/2007
Event Effective Date	NONE

Principal Address

1209 44TH AVE. EAST
BRADENTON, FL 34203

Changed: 02/09/2007

Mailing Address

1209 44TH AVE. EAST
BRADENTON, FL 34203

Changed: 02/09/2007

Registered Agent Name & Address

GLASGOW, LOYD H
1209 44TH AVE. EAST
BRADENTON, FL 34203

Name Changed: 04/11/2008

Address Changed: 02/16/1987

Officer/Director Detail

Name & Address

Title CEO

GLASGOW, HARRIS L
1209 44TH AVE E
BRADENTON, FL 34203

Title P

GLASGOW, MICHAEL S
1418 ROSSLYN DR
PALMETTO, FL 34221

Annual Reports

Report Year	Filed Date
2022	04/13/2022
2023	04/05/2023
2024	01/30/2024

Document Images

01/30/2024 -- ANNUAL REPORT	View image in PDF format
04/05/2023 -- ANNUAL REPORT	View image in PDF format
04/13/2022 -- ANNUAL REPORT	View image in PDF format
07/28/2021 -- ANNUAL REPORT	View image in PDF format
06/08/2020 -- ANNUAL REPORT	View image in PDF format
04/19/2019 -- ANNUAL REPORT	View image in PDF format
03/28/2018 -- ANNUAL REPORT	View image in PDF format
03/22/2017 -- ANNUAL REPORT	View image in PDF format
03/24/2016 -- ANNUAL REPORT	View image in PDF format
03/20/2015 -- ANNUAL REPORT	View image in PDF format
04/11/2014 -- ANNUAL REPORT	View image in PDF format
03/05/2013 -- ANNUAL REPORT	View image in PDF format
03/22/2012 -- ANNUAL REPORT	View image in PDF format
03/22/2011 -- ANNUAL REPORT	View image in PDF format
03/25/2010 -- ANNUAL REPORT	View image in PDF format
03/26/2009 -- ANNUAL REPORT	View image in PDF format
04/11/2008 -- ANNUAL REPORT	View image in PDF format
02/09/2007 -- ANNUAL REPORT	View image in PDF format
02/07/2007 -- Name Change	View image in PDF format
03/30/2006 -- ANNUAL REPORT	View image in PDF format
03/24/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
04/04/2003 -- ANNUAL REPORT	View image in PDF format
05/01/2002 -- ANNUAL REPORT	View image in PDF format
02/21/2001 -- ANNUAL REPORT	View image in PDF format
05/30/2000 -- ANNUAL REPORT	View image in PDF format
05/06/1999 -- ANNUAL REPORT	View image in PDF format
04/22/1998 -- ANNUAL REPORT	View image in PDF format
04/18/1997 -- ANNUAL REPORT	View image in PDF format

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GLASGOW, LOYD HARRIS III

USA FENCE COMPANY
1209 44TH AVENUE EAST
BRADENTON FL 34203

LICENSE NUMBER: CBC1262677

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/23/2024

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AGENDA ITEM NO. 6.aj

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract for State Lobbying Services with Ballard Partners, Inc.

SUGGESTED ACTION: Approve contract for Mayor's Signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On September 11, 2024, Council approved RFP 24-023EJ recommendation of award to Ballard Partners, Inc. to provide State Lobbying Services. Purchasing is now bringing forward the resulting contract for execution.

FINANCIAL IMPACT:
Departments operating expenses.

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

SUGGESTED MOTION:
Motion to approve the contract for lobbying services with Ballard Partners, Inc.

ATTACHMENTS:
Contract with Ballard Partners, Inc.

CONTRACT FOR LOBBYING SERVICES WITH BALLARD PARTNERS, INC.

THIS CONTRACT (the "Contract") is made on this 9th day of October, 2024 ("Effective Date") between the City of Bradenton, a municipal corporation ("City"), and Ballard Partners, Inc., a Florida corporation with its principal address located at 201 East Park Avenue, 5th Floor, Tallahassee, Florida 32301 (the "Vendor").

WITNESSETH

WHEREAS, the City issued RFP #24-023EJ (the "RFP") seeking bids to provide the City with State lobbying services;

WHEREAS, the Vendor submitted a proposal to the RFP (the "Proposal");

WHEREAS, the City selected the Vendor as a winning proposer;

WHEREAS, the parties desire to enter into a contract to outline the terms and conditions governing the hauling and disposal services.

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

1. DESCRIPTION OF WORK

The contract documents, which comprise the entire contract between the Parties and which are made a part hereof by reference, shall consist of the following:

1. Contract;
2. RFP and addenda;
3. Proposal

(collectively the "Contract Documents"). The RFP, addenda, and the Proposal are attached hereto and incorporated herein as Exhibit "A." To the extent there is conflict between the terms and provisions of the Contract Documents, the order of precedence shall be the order in which the documents are listed above.

The Vendor agrees to diligently provide all necessary labor, services, materials, equipment, tools, consumables, and skills to perform the services as described in the Contract Documents (the "Work").

2. FEE AND PAYMENT

City agrees to pay Vendor the sum of Six Thousand Two Hundred Fifty Dollars and No Cents ($6,250.00) per month, for a total annual fee of Seventy-Five Thousand Dollars and No Cents ($75,000.00) (the "Fee") for the Work during the Term of this Contract. Vendor shall submit a monthly invoice and upon acceptance by the City, the invoice(s) will be paid in accordance with Florida's Prompt Payment Act.

This Contract is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this Contract. City shall provide prompt written notice to the Vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this Contract, and, shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to this Contract.

3. TERM AND RENEWAL

The term of this Contract shall be effective October 9, 2024, through October 8, 2027 (the "Term"). The Contract can be renewed for two (2) additional one-year periods by mutual written consent.

4. INSURANCE

Vendor shall not commence Work under this Contract until it procures all insurance as required in the Contract Documents. Vendor shall maintain insurance during the term of this Contract.

5. TERMINATION

Either party may terminate this Contract in accordance with the terms of the Contract Documents.

6. ASSIGNMENT

This Contract may not be assigned without the written consent of the other party.

7. ENTIRE AGREEMENT

This Contract and attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

8. WAIVER

A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

9. SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Vendor, who agree that this Contract shall be reformed to replace such stricken provision

or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10. NOTICE

Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt:

To City:
City of Bradenton
c/o Rob Perry
101 12th Street West
Bradenton, Florida 34205

With a copy to:
Blalock Walters, P.A.
c/o Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205

To Vendor:
Ballard Partners, Inc.
c/o Brian D. Ballard, President
201 East Park Avenue, 5th Floor
Tallahassee, FL 32301

11. PUBLIC RECORDS

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

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

stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

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

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

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: Cityclerk@cityofbradenton.com

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written above.

VENDOR

BALLARD PARTNERS, INC.

By: _____
Brian D. Ballard
Its: President
(Title of Authorized Representative)

Date: September 30, 2024

CITY OF BRADENTON

BY: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

BY:_____
TAMARA MELTON
City Clerk

Approved as to form:

BY:_____
SCOTT E. RUDACILLE
City Attorney

4905984v1

AGENDA ITEM NO. 6.ak

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract for State Lobbying Services with The Southern Group of Florida, Inc.

SUGGESTED ACTION: Approve contract for Mayor's Signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On September 11, 2024, Council approved RFP 24-023EJ recommendation of award to The Southern Group of Florida, Inc. to provide State Lobbying Services. Purchasing is now bringing forward the resulting contract for execution.

FINANCIAL IMPACT:
Departments operating expenses

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

SUGGESTED MOTION:
Motion to approve the contract for lobbying services with The Southern Group of Florida, Inc.

ATTACHMENTS:
Contract with The Southern Group of Florida, Inc.

CONTRACT FOR LOBBYING SERVICES WITH THE SOUTHERN GROUP OF FLORIDA, INC.

THIS CONTRACT (the "Contract") is made on this 9th day of October, 2024 ("Effective Date") between the City of Bradenton, a municipal corporation ("City"), and The Southern Group of Florida, Inc., a Florida corporation with its local address as 1646 W Snow Avenue, Suite 282, Tampa, Florida 33606 and its principal address as 123 S. Adams St., Tallahassee, FL 32301 (the "Vendor").

WITNESSETH

WHEREAS, the City issued RFP #24-023EJ (the "RFP") seeking bids to provide the City with State lobbying services;

WHEREAS, the Vendor submitted a proposal to the RFP (the "Proposal");

WHEREAS, the City selected the Vendor as a winning proposer;

WHEREAS, the parties desire to enter into a contract to outline the terms and conditions governing the hauling and disposal services.

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

1. DESCRIPTION OF WORK

The contract documents, which comprise the entire contract between the Parties and which are made a part hereof by reference, shall consist of the following:

1. Contract;
2. RFP and addenda;
3. Proposal

(collectively the "Contract Documents"). The RFP, addenda, and the Proposal are attached hereto and incorporated herein as Exhibit "A." To the extent there is conflict between the terms and provisions of the Contract Documents, the order of precedence shall be the order in which the documents are listed above.

The Vendor agrees to diligently provide all necessary labor, services, materials, equipment, tools, consumables, and skills to perform the services as described in the Contract Documents (the "Work").

2. FEE AND PAYMENT

City agrees to pay Vendor the sum of Six Thousand Two Hundred Fifty Dollars and No Cents ($6,250.00) per month, for a total annual fee of Seventy-Five Thousand Dollars and No Cents ($75,000.00) (the "Fee") for the Work during the Term of this Contract. Vendor shall submit a monthly invoice and upon acceptance by the City, the invoice(s) will be paid in accordance with Florida's Prompt Payment Act.

This Contract is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this Contract. City shall provide prompt written notice to the Vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this Contract, and, shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to this Contract.

3. TERM AND RENEWAL

The term of this Contract shall be effective October 9, 2024 through October 8, 2027 (the "Term"). The Contract can be renewed for two (2) additional one-year periods by mutual written consent.

4. INSURANCE

Vendor shall not commence Work under this Contract until it procures all insurance as required in the Contract Documents. Vendor shall maintain insurance during the term of this Contract.

5. TERMINATION

Either party may terminate this Contract in accordance with the terms of the Contract Documents.

6. ASSIGNMENT

This Contract may not be assigned without the written consent of the other party.

7. ENTIRE AGREEMENT

This Contract and attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

8. WAIVER

A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

9. SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Vendor, who agree that this Contract shall be reformed to replace such stricken provision

or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10. NOTICE

Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt:

To City: City of Bradenton
c/o Rob Perry
101 12th Street West
Bradenton, Florida 34205

With a copy to: Blalock Walters, P.A.
c/o Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205

To Vendor: The Southern Group of Florida, Inc.
c/o Adria Cavany, COO
P.O. Box 10570
Tallahassee, FL 32302

11. PUBLIC RECORDS

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

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

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

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

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

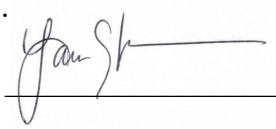
City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: Cityclerk@cityofbradenton.com

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written above.

VENDOR

THE SOUTHERN GROUP OF FLORIDA, INC.

By: 

Its: Partner
(Title of Authorized Representative)

Date: October 1, 2024

CITY OF BRADENTON

BY: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

BY:_____
TAMARA MELTON
City Clerk

Approved as to form:

BY:_____
SCOTT E. RUDACILLE
City Attorney

AGENDA ITEM NO. 6.al

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Extension of RFP #23-009EJ with Matrix Consulting Group, LTD.

SUGGESTED ACTION: Approve contract extension

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor entered into a contract in response to RFP 23-009EJ (the "Contract") on July 26, 2023, whereby Contractor was to provide the City with consulting services to conduct an organizational and operational assessment of the City's Public Works & Utilities Department and Planning & Development Department. The Contract allows the option to renew for four (4) additional one-year periods. The City now desires to exercise the first of four options and extend the contract to July 25, 2025.

FINANCIAL IMPACT:
Operational Cost

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille

SUGGESTED MOTION:
Motion to approve the first extension of RFP #23-009EJ with Matrix Consulting Group, LTD.

ATTACHMENTS:

First Extension of RFP #23-009EJ with Matrix Consulting

First Extension of RFP # 23-009EJ between Matrix Consulting Group, LTD. and the City of Bradenton

This FIRST EXTENSION of RFP 23-009EJ (the "Extension"), is made this ____ day of October 2024, between the CITY OF BRADENTON, a Florida municipality, hereinafter referred to as the "City" and Matrix Consulting Group, LTD., a California corporation authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the City and Contractor entered into a contract in response to RFP 23-009EJ (the "Contract") on July 26, 2023, whereby Contractor was to provide the City with consulting services to conduct an organizational and operational assessment of the City's Public Works & Utilities Department and Planning & Development Department;

WHEREAS, the Agreement with the City provided for a one-year term, through July 25, 2024;

WHEREAS, the Agreement allows the option to renew for four (4) additional one-year periods;

WHEREAS, the parties desire to exercise the first of four options to extend the term of the Agreement to July 25, 2025;

WHEREAS, the City and the Contractor desire to make certain amendments to the Agreement as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Agreement, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendment to the Agreement**. The following provisions are hereby added to the Agreement as follows, and such additional terms shall prevail over conflicting provisions of the Agreement:
   a. Article B: Term. The Agreement is hereby extended an additional one-year term, and the Agreement shall now expire on July 25, 2025.
3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Agreement, and the rights and obligations of the City

and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this ___ day of October 2024.

Richard Brady — 9-30-24

Richard Brady, President Matrix Consulting Group, LTD. — Date

Gene Brown
Mayor, City of Bradenton — Date

Erin Jones — 9/30/2024

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager, City of Bradenton — Date

AGENDA ITEM NO. 6.am

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Master Service Agreement (MSA) with OpenGov, Inc.

SUGGESTED ACTION: Approve Agreement for Mayor's signature

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
OpenGov is a comprehensive, cloud-based solution that empowers public agencies to manage and automate the complete process for developing and collaborating on all procurement projects. This will allow the City to streamline the development of solicitations through the award stage. Implementing this software will allow the City to operate efficiently in one comprehensive system across all departments and ensure a quicker process, accountability, transparency, and more vendor engagement within our solicitation process. The agreement is a 3 year annual subscription total of $83,299.34

FINANCIAL IMPACT:
Approved in FY 2024-25 budget and utilize GL account 00151330-564000.

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

SUGGESTED MOTION:
Motion to approve the Master Services Agreement with OpenGov, Inc.

ATTACHMENTS:
Master Services Agreement with OpenGov

OpenGov Statement of Work
Order Form with OpenGov

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the customer named in the signature block below ("Customer"). This Agreement, which becomes binding when the parties have signed it (the "Effective Date"), sets forth the terms under which Customer will be permitted to use OpenGov's hosted software services and receive professional services.

1. Definitions

1.1. "Customer Data" means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record). Customer Data does not include any confidential personally identifiable information.

1.2. "Documentation" means materials produced by OpenGov that provide information about OpenGov's software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.

1.3. "Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

1.4. "Order Form" means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.

1.5. "Term" refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form ("Software Services").

2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3. Professional Services

2.3.1. If OpenGov or its authorized independent contractors provides professional services

to Customer, such as implementation services, then these professional services ("Professional Services") will be described in an applicable statement of work ("SOW") agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third-party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data

analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.

4.3. Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, the Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.

4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.

5.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no

event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.

6.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the Initial Term.

6.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.

6.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 6.1, 6.2, or 6.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices without setoffs, withholdings, or deductions of any kind and in accordance with Florida's Prompt Payment Act. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.

7.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

7.1.3. Travel Expenses. OpenGov will invoice Customer for approved travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices in accordance with Florida's Prompt Payment Act. Each invoice shall include receipts for the travel expenses listed on the invoice.

7.1.4. Customer Delays; On Hold Fee.

7.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 10.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

7.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on-hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.

7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest and will indemnify OpenGov for any liability or expense incurred in connection with such

Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax-exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.

9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com. The Customer's address for notice shall be as follows: City of Bradenton, c/o Purchasing Manager 101 Old Main Street, Bradenton, Florida 34205 and email: erin.jones@bradentonfl.gov.

10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.

10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.

10.10. Governing Law and Jurisdiction. Florida laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Manatee County, Florida, and the parties submit to the personal jurisdiction and venue therein.

10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

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

a. OpenGov shall keep and maintain public records required by the Customer in order to perform the service;
b. Upon request from the Customer, OpenGov shall provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
c. OpenGov shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if OpenGov does not transfer the records to the Customer;
d. OpenGov shall upon completion of the agreement transfer, at no cost, to the Customer all public records in possession of OpenGov or keep and maintain public records required by the Customer to perform the service. If OpenGov transfers all public records to the Customer upon completion of the agreement, OpenGov shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OpenGov keeps and maintains public records upon completion of the agreement, OpenGov shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer; and
e. OpenGov acknowledges that all information relating to the agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

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

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: Cityclerk@cityofbradenton.com

10.13. E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly

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

Signatures	
Customer: City of Bradenton Signature: _____ Name: _____ Title: _____ Date: _____	**OpenGov, Inc.** Signature: _____ Name: _____ Title: _____ Date: _____

Statement of Work

City of Bradenton, FL

Creation Date: 10/02/2024
SoW Expiration Date: 01/02/2024
Document Number: PS-06294.1
Created by: David Anilus

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OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Bradenton, FL ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in Exhibit 1: Implementation Activities. Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

   Under this project, OpenGov will deliver cloud based solutions (detailed list in "Exhibit 1"). OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Section 14.

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

   Adjustments to the deliverables in Exhibit 1 may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

   3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.
   3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

   4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in Section 14), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.
   4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.
   4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.
   4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

- 6.5.1. Weekly status reports
- 6.5.2. Project Plan
- 6.5.3. Project Charter, defining project plan and Go-live date
- 6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

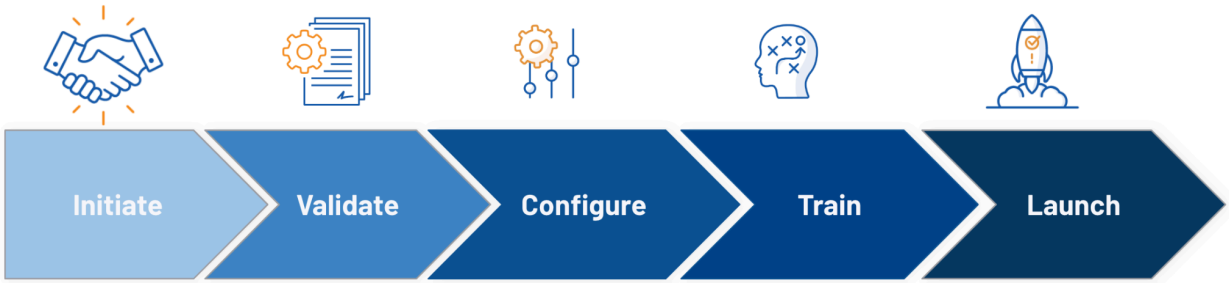
7.3.1. Identification of an issue impeding deployment progres or, outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

8. Opengov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.

8.1.2. OpenGov will provide system administrators creation.

8.1.3. This activity is complete when Customer has access to their site.

8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.
8.2.2. OpenGov will confirm the Data Validation strategy.
8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.
8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
8.4.2. OpenGov will provide Administrator training.
8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
8.4.4. Customer will Sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.
9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
11.2. Customer's Project Manager will have decision authority to approve/reject all Project Criteria, Phase Acceptance and Engagement Acceptance.
11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.
11.5 Both OpenGov and Customer recognize that failure to complete tasks and

respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase	Deliverable	Month 1		Month 2	Month 3	Month 4
Initiate	Project Kick off and Planning					
Validate	Requirements Matrix, Validation workshop					
	Solicitation Development					
Configure	Solicitation Templates					
Train	Admin Training					
Launch	Go Live, HyperAdpotion, Project Closure					

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

14.3.The approval process for a Change Order is as follows:

14.3.1.Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Procurement:

Use Cases Build for Procurement:

- Solicitation Development
- Supplier Engagement
- Evaluation and Awards

Initiate

Provisioning Procurement Website Instance

OpenGov will:

- Configure customer portal and upload Customer's logo.

Customer will:

- Provide logo.
- Confirm access to the Portal.

Completion Criteria

- Customer verifies access to the site.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) two-hour working session at the beginning of the project to:
    - Confirm list of templates
    - Review technical requirements
    - Provide documentation on requirements and processes

OpenGov Assumptions:

- Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on the project plan.

Configure

Supplier Engagement, Evaluation and Award Configuration

Vendor Portal

OpenGov will:

- Provide the Customer with iframe code and documentation to create the Vendor Portal.
- Import the list of vendors provided by Customer.

OpenGov Assumptions:

- Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.

Customer will:

- Allocate resources to create the Vendor Portal.
- Provide vendor email list and send vendor email/letter.
- Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.

Completion Criteria

- Customer sign-off that Vendor Portal has been configured.

Generic Template

OpenGov will:

- Deploy generic templates.
- Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.

Customer will:

- Provide a copy of the next solicitation document.
- Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.
- Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).

Completion Criteria

- Customer sign-off that the Generic Template has been configured.

Solicitation Template Development Solution

OpenGov will:

- Review and confirm the Solicitation Templates and documents provided by the Customer.
- Configure up to three (3) total Solicitation Template(s) from customer provided templates:
    - three (3) Non-Construction Solicitation Template will be built based on examples collected from the customer up to one hundred (100) pages in length.
- Work with Customer to design and get sign off on the template(s).

OpenGov Assumption:

- If templates were not provided by the Customer prior to the creation of the SOW and the customer provides templates during the project that exceed the assumptions above, the Change Order Process will be followed.

Customer will:

- Provide templates.
- Provide forms associated with solicitation templates.
- Provide admin documents.
- Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design
- Test the configuration of each template by creating test projects and provide feedback.
- Validate and provide signoff on Solicitation Templates.

Completion Criteria

- Customer sign-off that the Solicitation template(s) have been configured.

Admin Documents and Checklist Configuration

OpenGov will:

- Review & configure up to four (4) standard Admin Documents :
  - Proposal Viewer Agreement
  - Interview Invitation
  - Non-Award Letter
  - Notice of Intent to Award

Customer will:

- Provide Admin Documents.

Completion Criteria

- Admin Documents and Checklist have been configured.

Single Sign On (SSO) Implementation

OpenGov will:

- OpenGov implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification.
- Add OpenGov as a new application in Customer identity provider.

Completion Criteria

- Single Sign On has been configured.

Train

Procurement Training

OpenGov will:

- Provide training on system functionality. Topics include:
    - Creating Bids with Generic Templates
    - Live Bid Management & Vendor Experience
    - Evaluation and Awarding
    - Writing Solicitations using templates

Customer will:

- Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.

Completion Criteria

- Training has been conducted.

Working Sessions

OpenGov will:

- Assign practice exercises to Customer to gain familiarization.
- Assist Customer during first real-life solicitation posting, and opening (if during deployment).
- Respond to questions regarding configured system functionality.

Customer will:

- Complete practice exercises to gain familiarization.
- Identify internal Admin Users & security permissions for all other users.

Completion Criteria

- Working sessions have been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of remote working session(s) to answer any questions following solution acceptance.
- Send Solution Acceptance Document
- Transition for project team to Customer Success.

Customer will:

- Identify issues and attend sessions.
- Sign Solution Acceptance Document

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Procurement Technical Requirements

Logo

- .png or .jpg file
- At least 300KB but not larger than 500KB

Vendor List

- Single Flat file
- .csv or .xlsx format

Sample Documents or Boilerplate Templates

- PDF or Word format, including all related attachments and documents.

Boilerplate Templates

- A boilerplate template document that can be reused more than once without any substantive change.
- Up to 50 pages in length each unless otherwise specified in Appendix B.
- All templates are assumed to be non-construction unless otherwise specified in Appendix B. A “Construction” template refers to templates inclusive of requirements, specifications, and conditions for construction projects: including any of the following examples but not limited to: regulations, codes, and standards, risk management, insurance management, dispute resolution mechanisms, phases, tasks, dependencies, materials, equipment, construction methods, liability and warranty periods.

Admin Documents

- PDF or Word format

OPENGOV

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: OG-014017
Created On: 10/2/2024
Order Form Expiration: 10/30/2024
Subscription Start Date: 11/1/2024
Subscription End Date: 9/30/2027

Prepared By: Braden Taylor
Email: salesops@opengov.com
Contract Term: Prorated + 24 Months

Customer Information

Customer: City of Bradenton, FL
Bill To/Ship To: 101 Old Main St. W.
Bradenton, FL
United States

Contact Name: Erin Jones
Email: erin.jones@bradentonfl.gov
Phone: 941-932-9467

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Supplier Engagement, Solicitation Development, Evaluation & Awards	11/1/2024	9/30/2025	$25,738.56
Supplier Engagement, Solicitation Development, Evaluation & Awards	10/1/2025	9/30/2026	$28,078.43
Supplier Engagement, Solicitation Development, Evaluation & Awards	10/1/2026	9/30/2027	$29,482.35

Annual Subscription Total: See Service Terms

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.

Professional Services Total: **$23,000.00**

Serivce Terms

Service Date:	Amount:	
November 1, 2024	$48,738.56	*(Prorated Annual Software Fee + Professional Services)*
October 1, 2025	$28,078.43	*(Annual Software Fee)*
October 1, 2026	$29,482.35	

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at https://opengov.com/terms-of-service/master-services-agreement/.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Bradenton, FL

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM NO. 6.an

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Recommendation for Award for RFP-24-028MK Subrogation Recovery Services

SUGGESTED ACTION: Authorize award and pursue a contract with selected vendor.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The evaluation meeting for this solicitation is Monday November 4, 2024. Following that meeting the Notice of Recommended Award will be provided along with any supporting documents.

On September 16, 2024, the City of Bradenton advertised Request for Proposal (RFP) #24-028MK Subrogation Recovery Services. Notice of this RFP was made through DemandStar and an outreach email (498 vendors notified). 11 vendors viewed the solicitation, and 3 vendors submitted proposals. All bidders were deemed responsive by Purchasing. The first evaluation meeting will be held on November 4, 2024, where a three-member evaluation committee will review and score each of the proposals based on the qualifications, capabilities and demonstrated experience, project approach, and compensation. After the committee members score each proposer, Purchasing will tally all the committees scores and deem the highest scoring proposer as the awarded vendor.

FINANCIAL IMPACT:
N/A - Financial impact will be included in the proposed contract that will be brought before Council once negotiations are completed.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille will be sent the contract for review once negotiated.

SUGGESTED MOTION:
Motion to authorize the award for RFP 24-028MK Subrogation Recovery Services and to pursue a contract with the selected vendor.

ATTACHMENTS:

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **QUASI-JUDICIAL:** RESOLUTION 24-76 - PUBLIC HEARING

SUGGESTED ACTION: Motion to either approve or deny Resolution 24-76, Case SU.24.3129, with the following stipulations:

1. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
2. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
3. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
4. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
5. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
6. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Planning Commission met on September 18, 2024, and voted 5-0 to recommend to City Council approval with stipulations of Resolution 24-76.

Is this item Quasi-Judicial?

Yes

Does this item require a public hearing?
Yes

EXPLANATION:

Michael W. Adams of Mike Carter Construction Inc., agent for The Carter Family Revocable Living Trust, has submitted a Special Use application requesting permission to allow a sidewalk café with alcohol sales at 417 12th Street West (Jennings Downtown Provisions).

While a sidewalk cafe has been in place at the subject property, the subject Special Use permit will ensure compliance to the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Resolution 24-76 with stipulations recommended by staff.

ATTACHMENTS:
Resolution 24-76
Special Use Application
Staff Report
Presentation

RESOLUTION 24-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.3129 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR THE PROPERTY LOCATED AT 417 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 3296100005), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Michael M. Carter; Carter Family Revocable Living Trust U/A DTD 10/6/2017 (the "Property Owner" or "Applicant") owns the property located at 417 12th Street West, Bradenton, Florida (Parcel ID 3296100005), more particularly described in Exhibit "A" (the "Property"), and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T5) Urban Center – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T5 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Café/Sidewalk Café with less than 20 seats as a permitted use in the T5 transect zoning district; but stipulates that City Council approval may be required per the Land Use Regulations; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 4.3.11.4, states that alcoholic beverage sales served as part of any sidewalk café on public property shall require City Council approval; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a sidewalk café with alcoholic sales; and

WHEREAS, the Planning Commission held a noticed public hearing on September 18, 2024 at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on November 6, 2024, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a Special Use Permit to operate a sidewalk café with alcoholic sales, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
d. The City's professional staff recommended stipulations to consider for an approval.
e. The Planning Commission, which is designated as the local planning agency, determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
f. The Planning Commission recommended approval with stipulations.

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
e. Screening, buffering or separation of any nuisance or hazardous feature of the use.
f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
h. Adequacy of land and/or building which are to be used.
i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
k. Consistency with the city's comprehensive plan.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a sidewalk café with alcoholic sales for a maximum of 14 seats, as generally shown on the Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

1. The approved Resolution, including the approved site plan and conditions shall be on display and accessible during business hours.
2. An Indemnification Agreement shall be put in place between the city and the property owner.
3. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
4. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
5. Any type of cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.

6. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Special Use Permit which shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 6th DAY OF NOVEMBER 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT A

JENNINGS ARCADE, ON 12TH ST W, BRADENTON FLORIDA AS SHOWN ON PLAT REC IN PB 4 PG 136 PRMCF, BEING THE S 55 FT OF LOTS 13 & 14, TURNER'S PLAT REC IN DB "D" PG 527 PI#32961.0000/5

EXHIBIT B


BIKE RACK
POWER PEDESTAL
POLE LIGHT
5'-0" WALKWAY CLEARANCE
JENNINGS PROVISIONS
JENNINGS PROVISIONS
411 12th ST. W.
INSIDE SEATING - 51 SEATS
INSIDE TABLES - 12 TABLES
SIDEWALK SEATING - 14 SEATS
OUTDOOR TABLES - 4 TABLES

Mike Carter Rentals
435 12th St W
Bradenton, FL 34205
(941)745-1700

July 29, 2024

City of Bradenton
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205

RE: Special Use Application

Please accept our special use application for a revised sidewalk café permit.
In this submittal you will find:

- The completed application form.
- An architectural site plan.
- Specifications for the furniture to be used on the public sidewalk.
- A graphic and photo of our requested after hours securing of furniture.
- Suggested language for the furniture requirement and the afterhours securing.
- Requests to serve alcohol on the public sidewalk.
- Individual site plans for each food / alcohol establishment.
- Request for “doggy dining” on the public sidewalk.
- A certificate of liability insurance.

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION — REQUIRED

Name of Property Owner: Michael M. Carter, The Carter Family Revocable Living Trust

Owner Address: 435 12th St W, Bradenton, FL 34205 Telephone: 941-745-1700

Name of Agent: Michael W. Adams

Agent Address: 435 12th St W, Bradenton, FL 34205 Telephone: 941-745-1700

Owner/Agent Email: Mike@MCConst.com / MikeAdams@MCConst.com

PROPERTY INFORMATION — REQUIRED

Property Address: 417-435 12th St W, Bradenton, FL 34205

Parcel ID: 3296100005,3296900008,3297200002 Acreage: _____

Zoning District: _____ *click to view Zoning map

Future Land Use: _____ *click to view FLU map

Ward #: _____ *click to view Ward map

Neighborhood #: _____ *click to view Neighborhoods map

DESCRIPTION — REQUIRED

Indicate Type of Special Use Request:

Special Use ☐ Special Use-Amendment ☑

Provide a brief description of the propose land use activity: _____

MATERIALS FOR REVIEW — REQUIRED

- **Special Use**
  - Special Use Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Review Criteria (see page 2 for Special Use Review Criteria)
  - Site Plan
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - Special Use Amendment Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials including site plan
- **Application Submittal Deadline Date and Information**
  - Planning Commission meets on the third Wednesday of each month, except for December where they meet on the second Wednesday.
  - Application submittal deadline date is 40-days prior to the meeting date. Submittals found to be incomplete will be rejected and the application will not be placed on the Commission agenda. If an application is found to be incomplete, the applicant may submit missing materials by the application deadline. No late submittals will be accepted.

CITY STAFF ONLY — REQUIRED

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

243129 - 417 12th St. W.
243621 - 419 12th St. W.
243622 - 421-435 12th St. W.

FEE COLLECTED: $_____

RECEIPT #: _____

APPLICATION #: _____

CITY COUNCIL: _____

PLANNING COMMISSION: _____

DRC: _____

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:
Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:
Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas*
E. *Utilities on the site*
F. *Signs and exterior lighting*

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: 417-435 12th St W, Bradenton, FL 34205

I, Michael M. Carter, The Carter Family Revocable Living Trust, the registered property owner(s) of the above noted property, do hereby authorize

Michael W. Adams — Print Name of Agent
Mike Carter Construction, Inc. — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

435 12th St W, Bradenton, FL 34205
Owner(s) Address (if different than property above)

Signature of Agent

435 12th St W, Bradenton, FL 34205 / 941-745-1700
Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 28th day of June 2024, produced FL Drivers License respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Kristen A. Merritt, Notary Public
Print Name

State of Florida
My Commission Expires: 05-07-2027

KRISTEN A. MERRITT
Notary Public - State of Florida
Commission # HH 395024
My Comm. Expires May 7, 2027
Bonded through National Notary Assn.

Mike Carter Rentals
435 12th St W
Bradenton, FL 34205
(941)745-1700

July 29, 2024

City of Bradenton
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205

Re: Special Use Application

1) Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
   (a) Pedestrian access, ingress and egress to storefronts, minimum clear walkways are shown on the architectural site plan.

2) Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects for the use on adjoining properties.
   (b) N/A

3) Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
   (c) Shared food service dumpster is located at the rear of the building.

4) Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
   (d) All utilities are all existing.

5) Screening, buffering or separation of any nuisance or hazardous feature of the use.
   (e) N/A

6) Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
   (f) All signage and lighting are existing.

7) Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.
(g) N/A

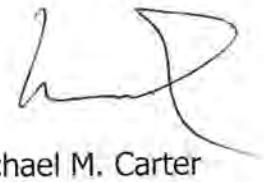
8) Adequacy of land and/or building which are to be used.
(h) Demonstrated on the architectural site plan.

9) General compatibility or appropriateness with adjacent properties and other properties in the district with special consideration given to proposed hours of operation.
(i) N/A

10) Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.
(j) No change to the use and quality is proposed.

11) Consistency with the City of Bradenton Comprehensive Plan.
(k)

Sincerely,



Michael M. Carter

August 21, 2024

To: City of Bradenton Planning Department
Attention: Greg DeLong, Assistant Director
101 Old Main Street W
Bradenton, FL 34205

Re: Special Use Application
O'Bricks Irish Pub
427 12th Street W
Bradenton, FL 34205

Dear Mr. DeLong,

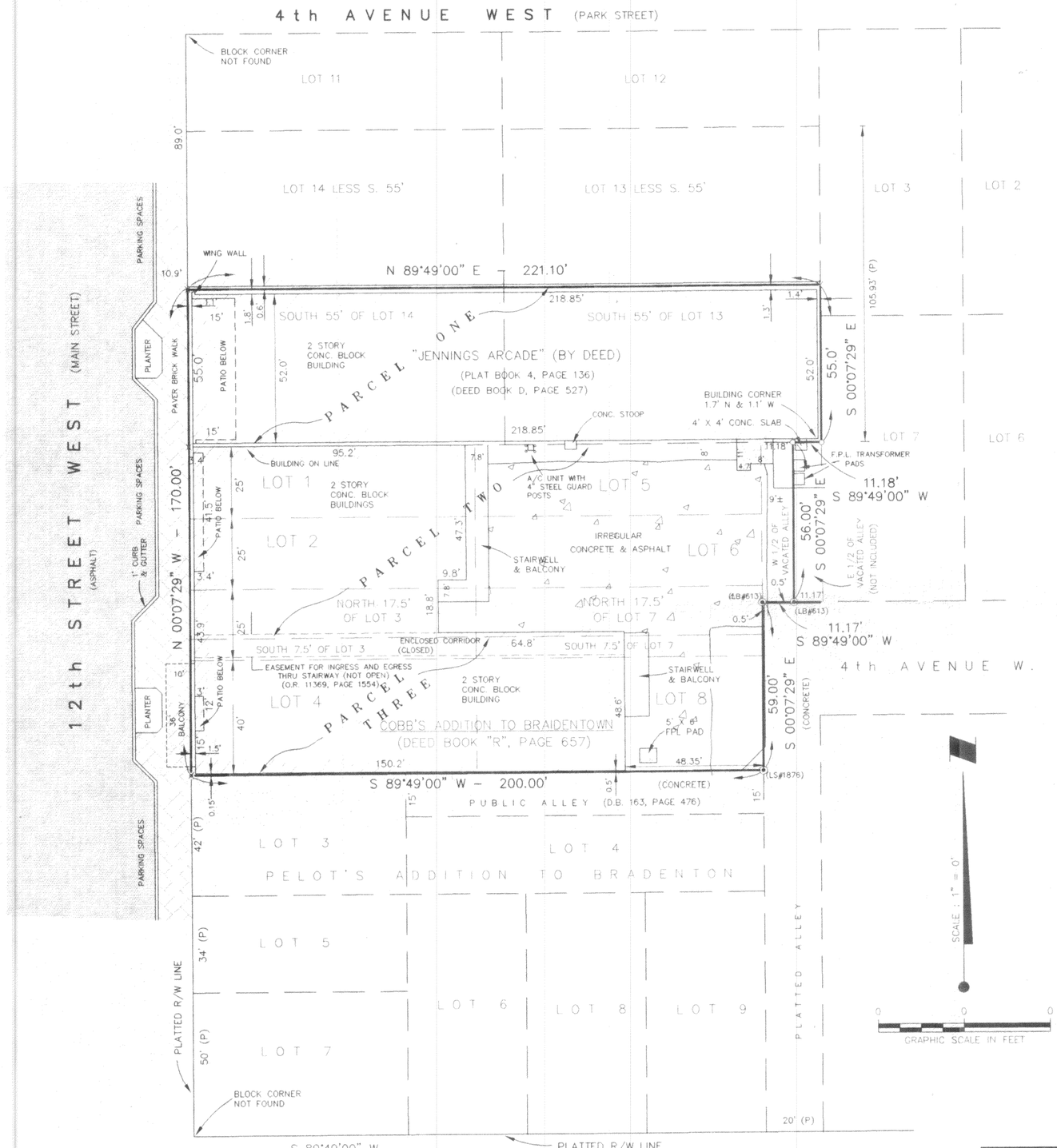
On behalf of O'Bricks Irish Pub please except this letter as a request for an exception to the City Code limiting the number of seats and keeping outdoor furniture on the public sidewalk overnight.

The current code limits the number of outdoor seating to a total of 20. O'Bricks has 110LF of frontage available for tables and chairs. The table and chair set up is demonstrated on the application site plan. Please consider this as our request to increase the total number of allowable seats to 50.

The current code requires all dinning furniture to be removed from the public sidewalk when the establishment is closed. O'Bricks has 4 tables with umbrellas and 16 chairs that have very heavy bases and are difficult to move. Please consider this as our request to allow the chairs and tables to remain on the public sidewalk overnight. They will be cabled in a tight cluster rendering them unusable and located in the area shown on our application site plan.

Sincerely,

Michael M. Carter



LEGEND:

- × = CROSS CUT WITH TAB SET IN CONCRETE (LB#613)
- ⊙ = TAB FOUND IN CONCRETE (NUMBER AS SHOWN)
- ○ = 1/2" IRON ROD SET (LB#613)
- ⌄ = CROWS FOOT FOUND AT BUILDING CORNER
- LB# = LICENSED BUSINESS NUMBER
- LS# = LICENSED SURVEYOR NUMBER
- (P) = PLAT
- D.B. = DEED BOOK
- P.B. = PLAT BOOK
- = BUILDING LINE
- = CONC. = CONCRETE
- = ASPHALT

NOTES:

1. BEARINGS SHOWN HEREON REFER TO THE EAST RIGHT-OF-WAY LIEN OF 12th STREET WEST BEING ASSUMED AS N00°07'29"W.
2. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS IF ANY, NOT LOCATED FOR PURPOSES OF THIS SURVEY.
3. THE SUBJECT LAND LIES IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY- PANEL NUMBER 120155-0009-C (DATED 11/16/83). SUBJECT TO VERIFICATION.
4. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
5. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.

DESCRIPTIONS:

PARCEL ONE:
JENNINGS ARCADE, ON THE 12TH STREET WEST, BRADENTON, FLORIDA, AS SHOWN ON PLAT IN PLAT BOOK 4, PAGE 136, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING THE SOUTH 55 OF LOTS 13 AND 14 OF TURNER'S PLAT, AS RECORDED IN DEED BOOK "D", PAGE 527, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL TWO:
LOTS 1, 2, 5 AND 6 AND THE NORTH 17.5 FEET OF LOTS 3 AND 7, OF COBB'S ADDITION TO BRADENTON, IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN DEED BOOK R, PAGE 657, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
AND
THE WEST 1/2 OF THAT PORTION OF AN ABANDONED ALLEY LYING AS FOLLOWS: BETWEEN LOTS 5 AND 6 OF COBB'S ADDITION TO BRADENTON (PLAT IN DEED BOOK R, PAGE 657) AND LOT 7, BLOCK F OF SMITH'S ADDITION TO BRADENTON, AS PER PLATS RECORDED IN PLAT BOOK 1, PAGES 80 AND 135 OF SAID RECORDS, RESPECTIVELY.

PARCEL THREE:
LOTS 4 AND 8 AND THE SOUTH SEVEN AND FIVE-TENTHS (7.5) FEET OF LOTS 3 AND 7 OF COBB'S ADDITION TO BRADENTON, IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ACCORDING TO MAP OR PLAT THEREOF, AS THE SAME IS DULY RECORDED IN DEED BOOK "R", AT PAGE 657, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, INCLUDING WITHIN THE ABOVE DESCRIPTION LOTS 1 AND 2 OF BLOCK 1 OF PELOT'S ADDITION TO BRADENTON, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 80, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. SAID PROPERTY BEING ALSO BEING DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 2, OF PELOT'S ADDITION TO BRADENTON, FLORIDA, AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, AT PAGE 80, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN NORTH, ALONG THE EAST LINE OF MAIN STREET IN THE CITY OF BRADENTON, FLORIDA, AS NOW LOCATED AND ESTABLISHED, TO A POINT WHERE THE CENTERLINE OF THE WALL SEPARATING THE STOREROOM OCCUPIED APRIL 12, 1940 BY DOOLITTLE HARDWARE COMPANY FROM THE STOREROOM OCCUPIED APRIL 12, 1940, BY C.F. STRONG, BOTH FRONTING ON MAIN STREET, INTERSECTS SAID EAST LINE OF MAIN STREET; THENCE RUN EAST ALONG THE CENTERLINE OF SAID WALL AND A PROJECTION THEREOF AND PARALLEL TO THE NORTHERN BOUNDARY LINE OF LOTS 1 AND 5 OF COBB'S ADDITION TO BRADENTON, AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN DEED BOOK "R", AT PAGE 657, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, TO A POINT ON THE EASTERN BOUNDARY LINE OF LOT 7 OF SAID COBB'S ADDITION, WHERE THE CENTERLINE OF SAID WALL AS PROJECTED INTERSECTS THE SAME; THENCE RUN SOUTH ALONG THE EASTERN BOUNDARY LINE OF LOT 7 OF SAID COBB'S ADDITION AND LOT 1 OF SAID PELOT'S ADDITION TO THE SOUTHEAST CORNER OF LOT 1 OF SAID PELOT'S ADDITION; THENCE RUN WEST, ALONG THE SOUTH BOUNDARY LINE OF LOTS 1 AND 2 OF SAID PELOT'S ADDITION TO THE POINT OF BEGINNING. ALL ACCORDING TO THE MAPS OR PLATS OF SAID COBB'S ADDITION AND SAID PELOT'S ADDITION HEREINBEFORE REFERRED TO.

ADDRESS:

417, 421 AND 435 12TH STREET WEST

CERTIFIED TO:

- * MICHAEL M. CARTER
- * BARNES WALKER TITLE, INC.
- * ATTORNEYS' TITLE INSURANCE FUND, INC.
- * AMERICAN BANK
- * HAMRICK, PERREY, QUINLAN & SMITH

BOUNDARY SURVEY

FOR: MICHAEL M. CARTER

LYING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

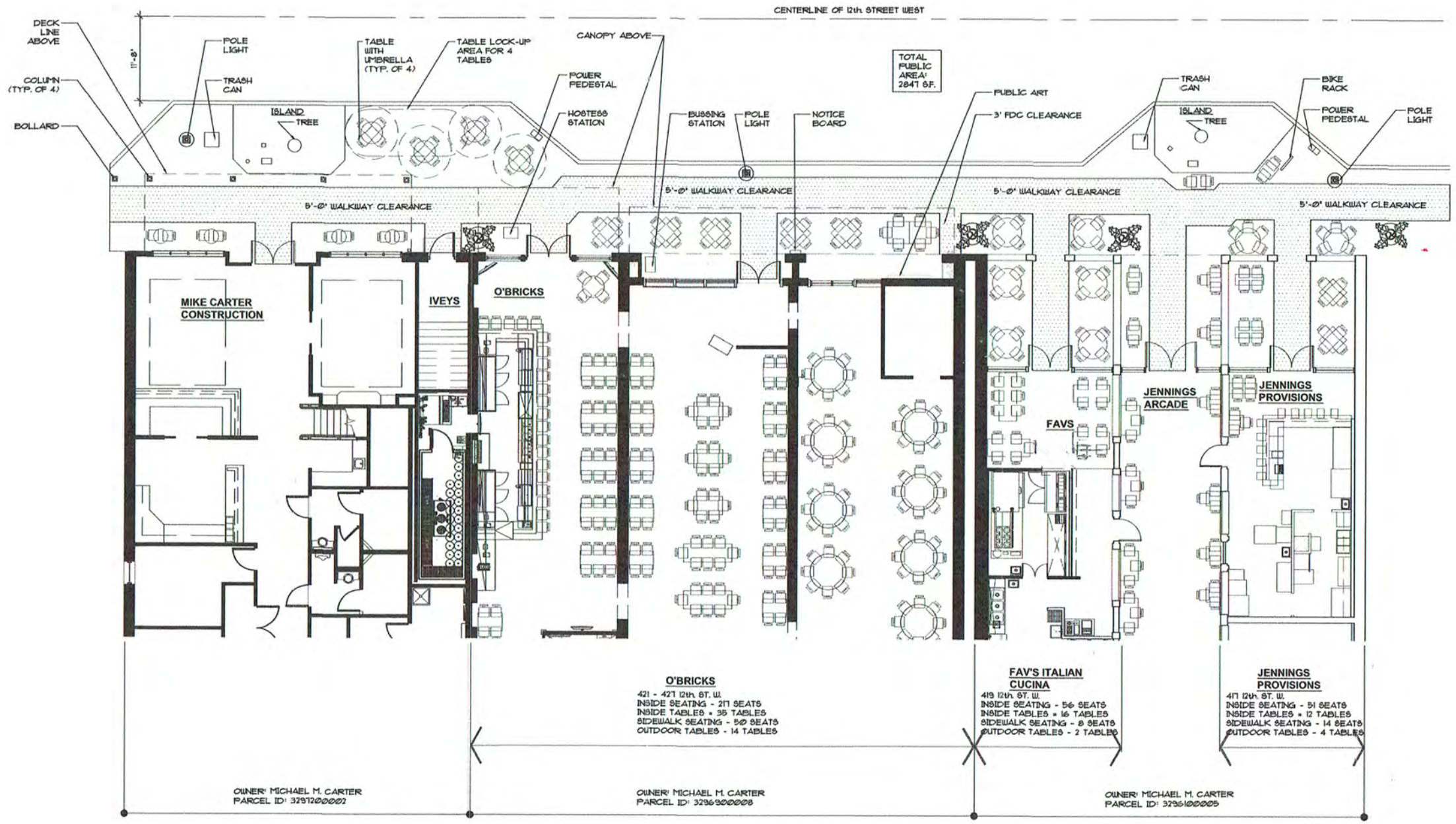
BY: Leo Mills
LEO MILLS, REGISTERED STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER No. 1735

DATE: 5/30/01	JOB NO. C-0488
SCALE: 1" = 30'	REVISIONS:
DRAWN BY: GHC	
CHECKED BY: MLM	

Leo Mills & Associates, Inc.
LICENSED BUSINESS #613
SURVEYING - LAND PLANNING
620 8th AVENUE, PALMETTO, FL 34221, (941) 722-2460
22 NORTH POLK AVENUE, ARCADIA, FL 34266, (863) 993-4141

DWG. FILE: C0488 STA.2

Dr. 25 # 218



① ARCHITECTURAL SITE PLAN

SCALE: 1/8" = 1'-0"

724

7	6	5	4	3	2	1	REVISION

PROJECT ARCHITECT:

PROJECT MANAGER: GIG

DRAWN BY: GIG

DATE: 6/24/24

SCALE: 1/8" = 1'-0"

FILE NAME: SEATING PLAN

Garry L. Roberts
Florida #AR 12663

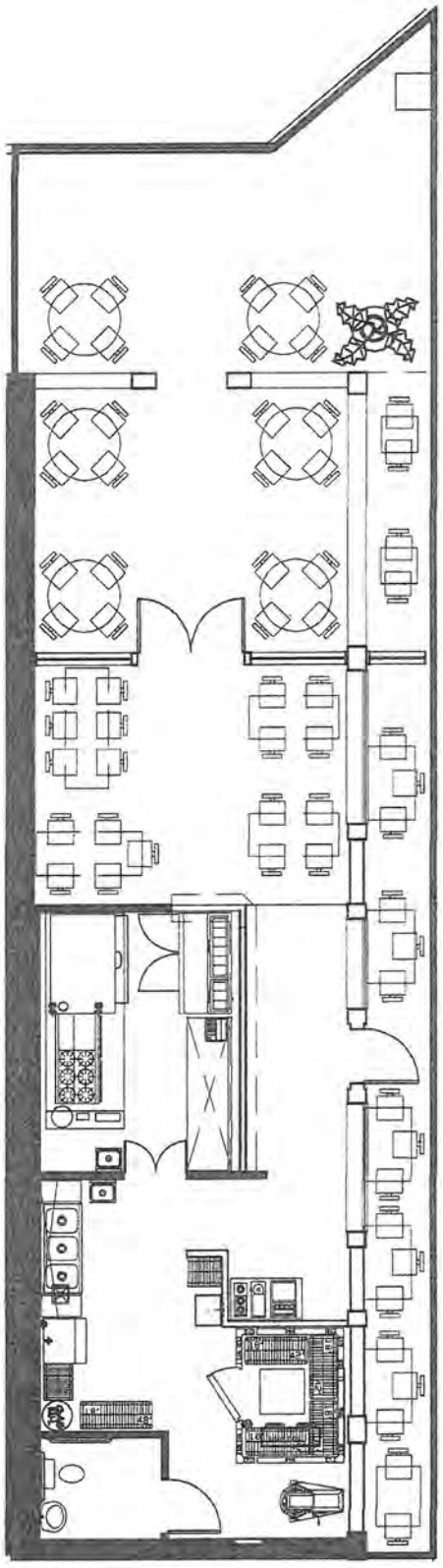
Garry Roberts Architecture LLC
435 10th. Ave. W. Suite 200, Palmetto, Florida 34221

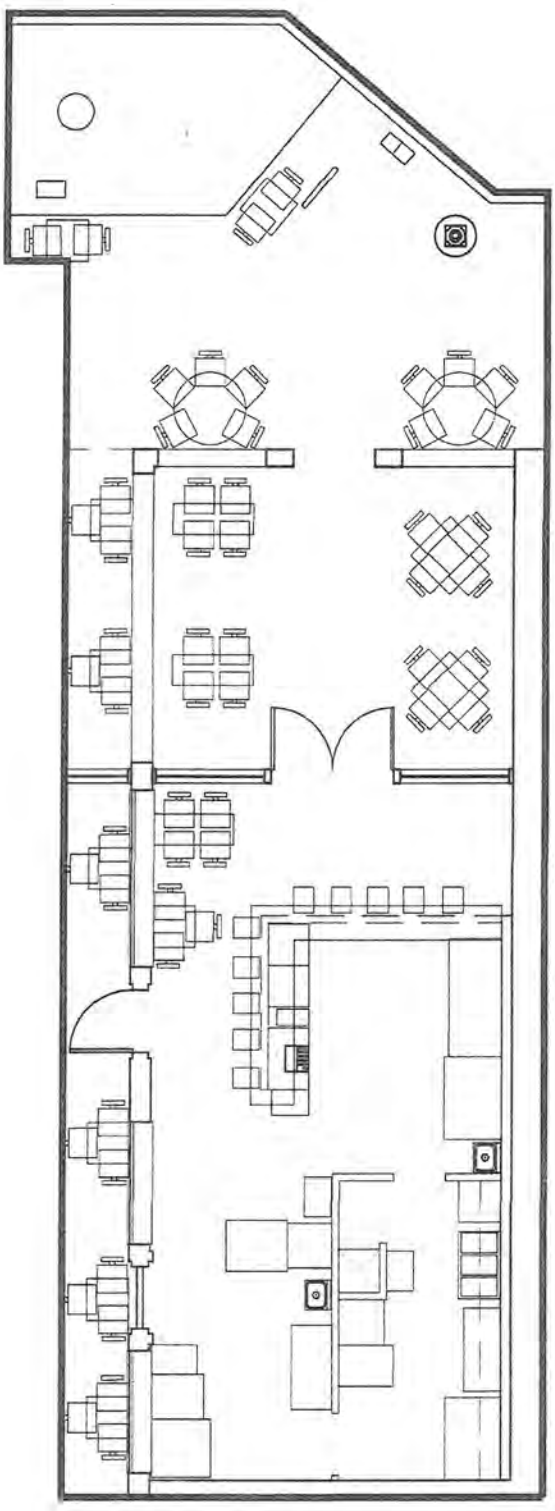
PROJECT: OLD MAIN STREET MASTER SEATING PLAN

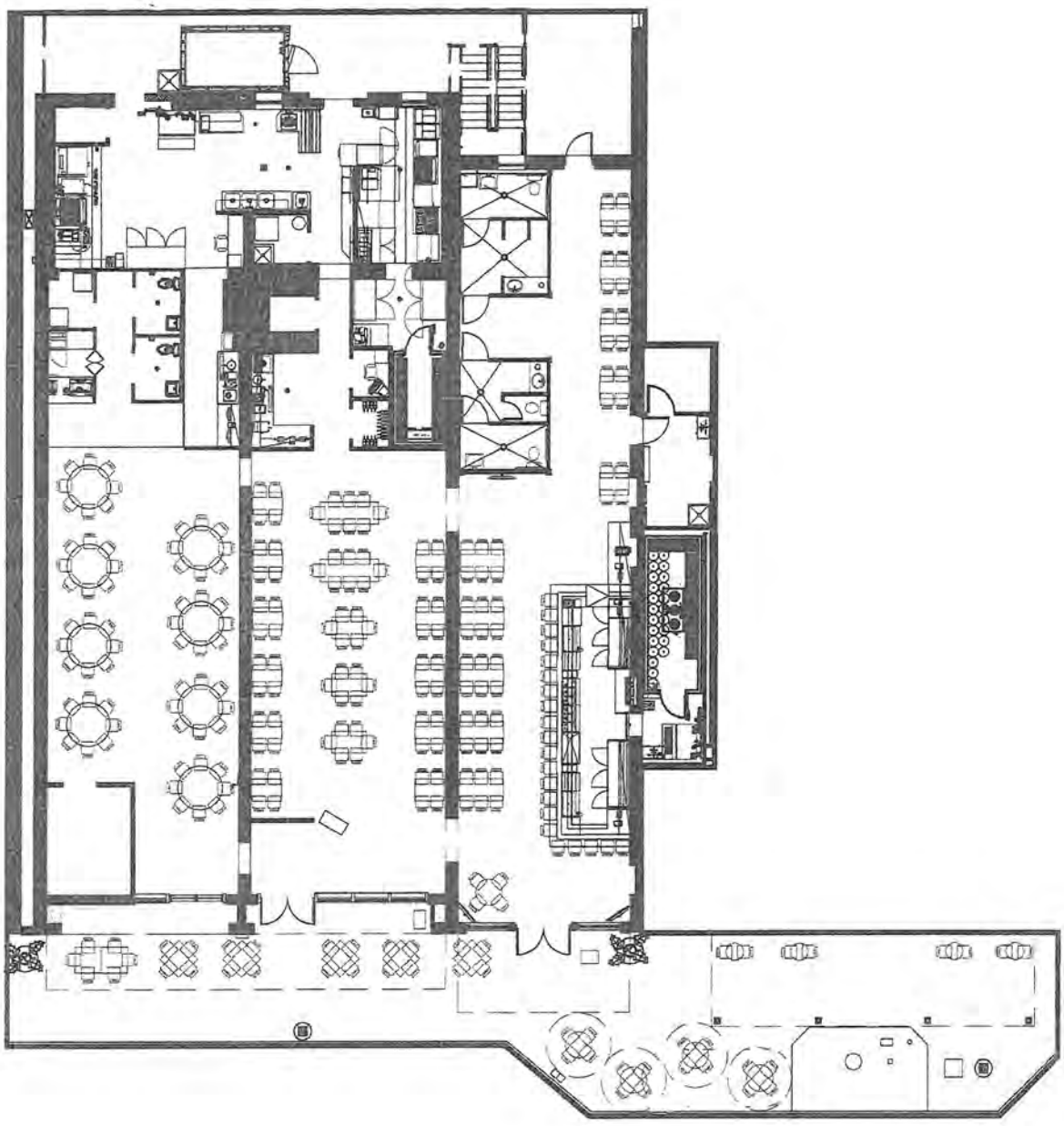
DRAWING TITLE: ARCHITECTURAL SITE PLAN

PROJECT NO. 2401

DRAWING NO. A.1.1







LANCASTER
TABLE & SEATING



Lancaster Table & Seating Alloy Series Onyx Black Outdoor Backless Barstool

#164BMBKLSBLK

Item #: 164BMBKLSBLK Qty: _____

Project: _____

Approval: _____ Date: _____



Features

- Rust-resistant steel construction with e-coat sealant and onyx black powder coat
- Perfect for bar and raised table seating
- Ample 400 lb. weight capacity
- Designed for use indoors and outdoors
- Stackable with other Lancaster Table & Seating Alloy backless bar stools for space-saving storage

Certifications

Stackable Fully Assembled

Width	16 1/2 Inches
Depth	16 1/2 Inches
Height	30 1/8 Inches
Seat Width	12 Inches
Seat Depth	12 Inches
Height Style	Bar Height
Seat Height	30 1/8 Inches
Arms	Without Arms
Assembled	Fully Assembled
Back	Without Back

© 2024 Lancaster Table & Seating

Capacity	400 lb.
Features	E-Coat Sealant Powder Coated Stackable
Finish	Powder-Coated
Frame Color	Black
Frame Material	Metal Steel
Padded Seat	Without Padded Seat
Product Line	Lancaster Table & Seating Alloy Series
Seat Color	Black
Seat Material	Metal Steel
Seat Type	Drain Hole
Style	Backless
Type	Stools
Usage	Indoor Outdoor

Plan View



© 2024 Lancaster Table & Seating

Notes & Details

Take your modern restaurant, cafe, or bistro to the next level with this Lancaster Table & Seating Alloy Series onyx black outdoor backless barstool! This stool is made of durable steel and double coated to withstand years of use. The onyx black color adds a sleek, modern touch to any setting and is sure to be a contemporary design choice that guests love. Comfortable and stylish, this strong yet light weight stool is an excellent choice for your indoor or outdoor dining area. To save time and hassle, this barstool ships fully assembled.

Ready to withstand daily outdoor use, this stool is constructed of durable steel. It's then e-coated and powder coated for rust and corrosion resistance as well as extra protection against everyday wear and tear. The frame is reinforced with additional under-seat cross bracing to provide strength and stability without adding extra bulk or weight to this sleek design.

Boasting a 400 lb. weight capacity, this industrial barstool includes a footrest to reduce pressure on your customers' legs and lower backs. To ensure that your customers are free to enjoy your signature drinks, appetizers, entrees, and desserts, it features a comfortable seat with a raised, rounded lip for a sleek, minimalist look. In addition to being stylish and durable, this light weight stool is also easy to move and transport so you can quickly reconfigure your dining space and easily clean up at the end of the night. It can be used indoors during the off-season then transferred outdoors as the weather gets nicer!

This stool can even be stacked with up to six other Lancaster Table & Seating Alloy Series outdoor backless barstools to maximize storage space! With a wide variety of color options to choose from, you'll be able to mix and match to create a vibrant seating arrangement in your establishment. This low-maintenance stool features protective glides that help keep floor surfaces in pristine condition. Plus, the drain hole ensures that water won't pool on the seat, helping it to dry faster after washing or accidental spills.

⚠ **WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.p65warnings.ca.gov.

© 2024 Lancaster Table & Seating

LANCASTER
TABLE & SEATING



Lancaster Table & Seating Alloy Series Onyx Black Outdoor Cafe Chair

#164CMCAFEBLK

Item #: 164CMCAFEBLK Qty: _____

Project: _____

Approval: _____ Date: _____





Features

- Rust-resistant steel construction with e-coat sealant and onyx black powder coat
- Ample 400 lb. weight capacity
- Reinforced frame with under-seat cross bracing enhances strength and stability
- Designed for use indoors and outdoors
- Stackable with other Lancaster Table & Seating Alloy cafe chairs for space-saving storage

Certifications

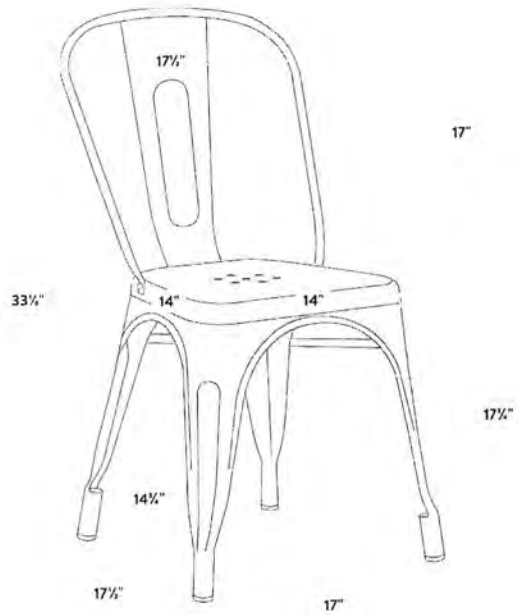
Stackable Fully Assembled

Width	17 1/2 Inches
Depth	17 1/2 Inches
Height	33 1/8 Inches
Seat Width	14 Inches
Seat Depth	14 Inches
Back Height	17 Inches
Height Style	Standard Height
Seat Height	17 3/4 Inches
Arms	Without Arms
Assembled	Fully Assembled

© 2024 Lancaster Table & Seating

Back	With Back
Back Color	Black
Back Material	Metal
Capacity	400 lb.
Features	E-Coat Sealant Powder Coated Stackable
Finish	Powder-Coated
Frame Color	Black
Frame Material	Metal Steel
Installation Type	Freestanding
Padded Seat	Without Padded Seat
Product Line	Lancaster Table & Seating Alloy Series
Seat Color	Black
Seat Material	Metal Steel
Seat Type	Drain Hole
Style	Cafe and Side Chairs Side Chair
Type	Chairs
Usage	Indoor Outdoor

Plan View



© 2024 Lancaster Table & Seating

Notes & Details

Take your modern restaurant, cafe, or bistro to the next level with this Lancaster Table & Seating Alloy Series onyx black outdoor cafe chair! This chair is made of durable steel and double coated to withstand years of use. The onyx black color adds a sleek, modern touch to any setting and is sure to be a contemporary design choice that guests love. Comfortable and stylish, this strong yet lightweight chair is an excellent choice for your indoor or outdoor dining area. To save time and hassle, this chair ships fully assembled.

Ready to withstand daily outdoor use, this chair is constructed of durable steel. It's then e-coated and powder coated for rust and corrosion resistance as well as extra protection against everyday wear and tear. The frame is reinforced with additional under-seat cross bracing to provide strength and stability without adding extra bulk or weight to this sleek design.

This industrial chair boasts a 400 lb. weight capacity. To ensure that your customers are free to enjoy your signature drinks, appetizers, entrees, and desserts, it features a supportive back and comfortable seat with rounded corners for a sleek, minimalist look. In addition to being stylish and durable, this lightweight chair is also easy to move and transport so you can quickly reconfigure your dining space and easily clean up at the end of the night. It can be used indoors during the off-season then transferred outdoors as the weather gets nicer!

This chair can even be stacked with up to six other Lancaster Table & Seating Alloy Series outdoor cafe chairs to maximize storage space! With a wide variety of color options to choose from, you'll be able to mix and match to create a vibrant seating arrangement in your establishment. This low-maintenance chair features protective glides that help keep floor surfaces in pristine condition. Plus, the drain holes ensure that water won't pool on the seat, helping it to dry faster after washing or accidental spills.

⚠ **WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.p65warnings.ca.gov.

© 2024 Lancaster Table & Seating

LANCASTER
TABLE & SEATING



Lancaster Table & Seating Alloy Series 32" x 32" Onyx Black Bar Height Outdoor Table

#164BA3232BLK

Item #: 164BA3232BLK Qty: _____

Project: _____

Approval: _____ Date: _____





Features

- Designed for use indoors and outdoors
- E-coat sealant and onyx black powder coat for rust and corrosion resistance
- 32" x 32" square shape and bar height fits a variety of settings
- Durable steel construction is perfect for long-term use
- Easy to assemble and lightweight enough to move around for special events

Certifications

Seating Capacity: 4

Technical Data	
Length	31 1/2 Inches
Width	31 1/2 Inches
Height	42 Inches
Height Style	Bar Height
Assembled	Assembly Required
Color	Black
Features	E-Coat Sealant Powder Coated
Frame Material	Steel
Installation Type	Freestanding

© 2024 Lancaster Table & Seating

Shape	Square
Table Seating Capacity	4 Chairs
Tabletop Material	Steel
Type	Tables
Usage	Indoor Outdoor

Plan View



Notes & Details

Take your modern restaurant, cafe, or bistro to the next level with this Lancaster Table & Seating Alloy Series 32" x 32" onyx black bar height outdoor table! This table is made of durable steel and double coated to withstand years of use. The onyx black color adds a sleek, modern touch to any setting and is sure to be a contemporary design choice that guests love. Comfortable and stylish, this strong yet lightweight bar height table is an excellent choice for your indoor or outdoor dining area. To save you money on shipping costs, this table ships unassembled. All required assembly hardware is included so you can quickly set it up in its proper space and let your guests enjoy!

Ready to withstand daily outdoor use, this table is constructed of durable steel. It's then e-coated and powder coated for rust and corrosion resistance as well as extra protection against everyday wear and tear. The sturdy base is reinforced with additional cross bracing to provide strength and stability without adding extra bulk or weight to this sleek design.

In addition to being stylish and durable, this lightweight table is also easy to move and transport so you can quickly reconfigure your dining space and easily clean up at the end of the night. It can be used indoors during the off-season then transferred outdoors as the weather gets nicer! Plus, cleaning is as easy as wiping the surface with a damp cloth and all-purpose cleaner.

Its 32" x 32" square surface is perfect for comfortably seating two to four guests while saving space on your patio. With a wide variety of color options to choose from, you'll be able to mix and match to create a vibrant seating arrangement in your establishment. This low-maintenance table features protective glides that help keep floor surfaces in pristine condition.

⚠ **WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.p65warnings.ca.gov.

© 2024 Lancaster Table & Seating

Grosfillex EXPERT

Havana Stacking Armchair



Back Height:	34"
Seat Height:	-
Arm Height:	17.5
Depth:	21.75"
Width:	18.5"

Product Specifications

Product Description	Reference Number	Color	UPC Code 014306	Weight Each (lbs.)	Master Pack	Master Pack Volume (cu. ft)
Havana Stacking Armchair	45903037	Bronze	912141	13.30	12	60.29
	US903037	Bronze	912141	12.42	4	21.60
	45903181	Taupe	929064	13.30	12	60.29
	US903181	Taupe	929064	12.42	4	21.60
	45903002	Charcoal	912172	13.30	12	60.29
	US903002	Charcoal	912172	12.42	4	21.60

Features & Benefits

Warranty: 3 Yrs.

- Tested in accordance with and passes each test procedure utilized in ASTM F 1561-96 Class B performance standard for commercial outdoor seating.
- A product of Grosfillex MPC Technology®
- Designer's Choice with a decorative wicker finish texture - front and back.
- Texture will not harbor dirt, germs, bacteria, nor fungi.
- Easy to clean with soap or a mild detergent and water.
- Rated to 300 lbs. for safe use in commercial environments.
- 1 1/4" square powder coated aluminum legs with hard wearing footpads for structural integrity.
- Stacks for easy storage.


Bronze


Taupe


Charcoal

Grosfillex EXPERT

Havana Barstool with Arms



Back Height:	46.5"
Seat Height:	30"
Arm Height:	-
Depth:	24"
Width:	19.5"

Product Specifications

Product Description	Reference Number	Color	UPC Code 014306	Weight Each (lbs.)	Master Pack	Master Pack Volume (cu. ft)
Havana Barstool with Arms	48260037	Bronze	923017	29.60	1	19.77
	US254181	Taupe	929057	29.60	1	19.77
	48260002	Charcoal	923048	29.60	1	19.77

Features & Benefits

Warranty: 3 Yrs.

- Tested and certified in compliance with the ASTM F 1561-03 Class B performance standard for commercial use.
- Barstool with armrests for extra comfort!
- All-Weather Wicker performance, without the maintenance!
- A product of Grosfillex MPC Technology®
- Rated to 300 lbs. for safe use in commercial areas.
- Texture will not harbor dirt, sand, food, bacteria nor fungi.
- Easy to clean with soap and mild detergent and water.
- 1 1/4" square powder coated aluminum legs with hard wearing footpads for structural integrity.
- Color-fast - no resin strand to unravel.
- Made in the U.S.A. from U.S. and imported parts.


Bronze


Taupe


Charcoal



Grosfillex EXPERT

Ibiza 46" Round Pedestal Table



Product Specifications

Product Description	Reference Number	Color	UPC Code 014308	Weight Each (lbs.)	Master Pack	Master Pack Volume (cu. ft)
Ibiza 46" Round Pedestal Table	US526704	White	704524	27.80	1	8.38
	US526766	Sandstone	705200	27.80	1	8.38
	US526778	Amazon Green	704548	27.80	1	8.38

Features & Benefits

Warranty: 1 Yr.

- The ideal poolside table!
- Sits up to 6 people comfortably.
- Made of 100% prime resin, a material impervious to salt air, chlorine and most common stains.
- "Tulip" resin base with a broad base span for increased stability—designed for use with the Grosfillex 35 lb. table umbrella base and optional 35 lb. base ring, or the resin umbrella base with filling cap.
- Umbrella hole with cap to fit all Grosfillex umbrellas with 1 1/2" pole.
- High resin table edge to resist impact and chipping.
- Easy to clean with soap and water, a mild solution of chlorine bleach and water, or even pool water.
- Easy to assemble.



Model: WB695518

EXCLUSIVE BRANDS BESTSELLER

Global Industrial™ Outdoor Resin Stacking Chair, White - Pkg Qty 4

★★★★★ (1)

Available on or around 07/16/2024

Product Description

Global Industrial™ Outdoor Resin Stacking Chairs, pack of 4

Global Industrial. Traditional resin stack chairs are great for restaurants, hotels, homes and other outdoor gathering areas. Made of polypropylene, these outdoor stack chairs are ASTM F1561-03 Class B certified and rated with a 300 lb. weight capacity. Safe for outdoor commercial environments, these stack chairs resist harsh weather environments, pool side chemicals and most common food stains. Easy to clean and stackable for easy storing. Sold

in a set of 4.

Overall Dimensions: 24-1/2"W x 22-3/4"D x 34"H
Stacked Dimensions: 24-1/2"W x 22-3/4"D x 40-3/4"H

Specifications

Weights & Dimensions

Width	24-1/2 in
Depth	22-3/4 in
Height	34 in
Weight Capacity	300 lbs
Seat Height	34 in

Product Details

Assembly Required	No
Type	Dining Chair
Frame Color Family	White
Stackable	Yes
Seat Color Family	White
Arm Type	Fixed
Package Quantity	4
Description	Resin Stack Chair
Frame Material	Resin
Manufacturers Part Number	695518
Back Style	Fan Back
Seat Material	Resin

SIDEWALK CAFÉ PERMIT

FURNITURE

- All furniture to be placed on the public sidewalk shall be commercially manufactured for that purpose.
- Manufacturers spec sheets and photos are included with this application.
- Placement of furniture shall be in the locations shown on the permit application site plan.

NON-BUSINESS HOURS SECURED AREA

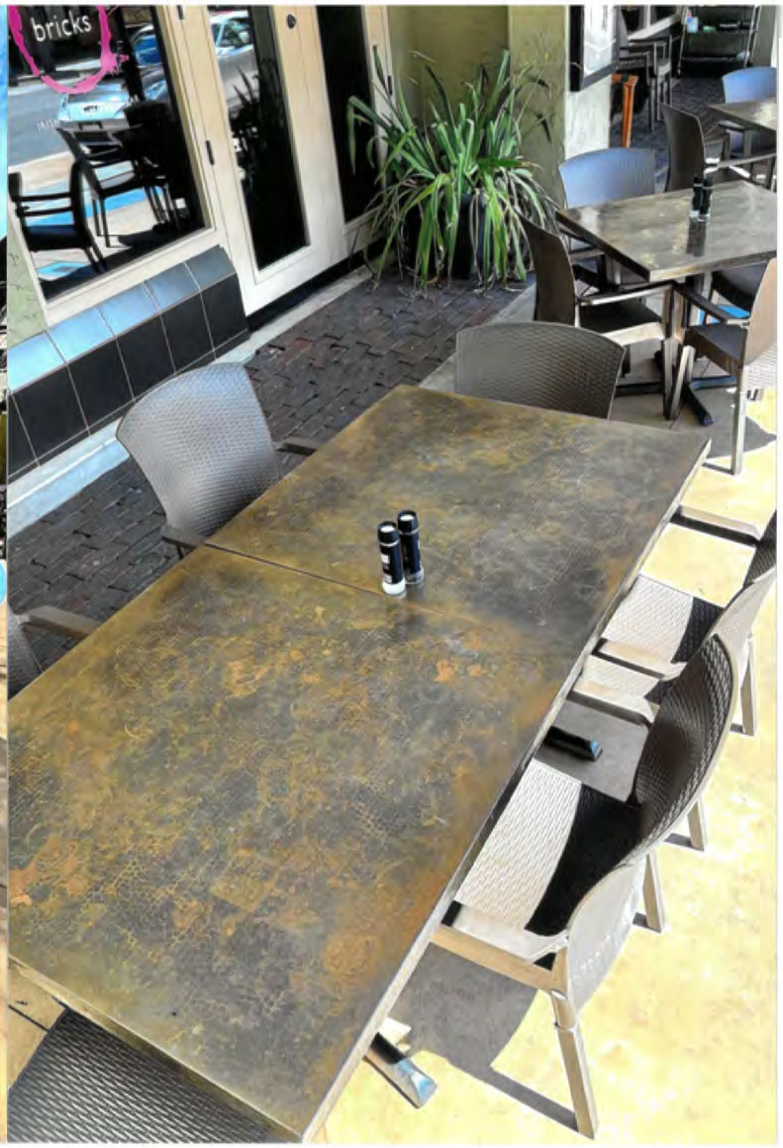
- Tables and chairs to remain on the public sidewalk during non-business hours shall be in a designated location as shown on the permitted site plan.
- Tables and chairs shall be cable locked in a way which will not allow their use.




FIRE
DEPT
CONNECTION


RIPPEY BUILDING

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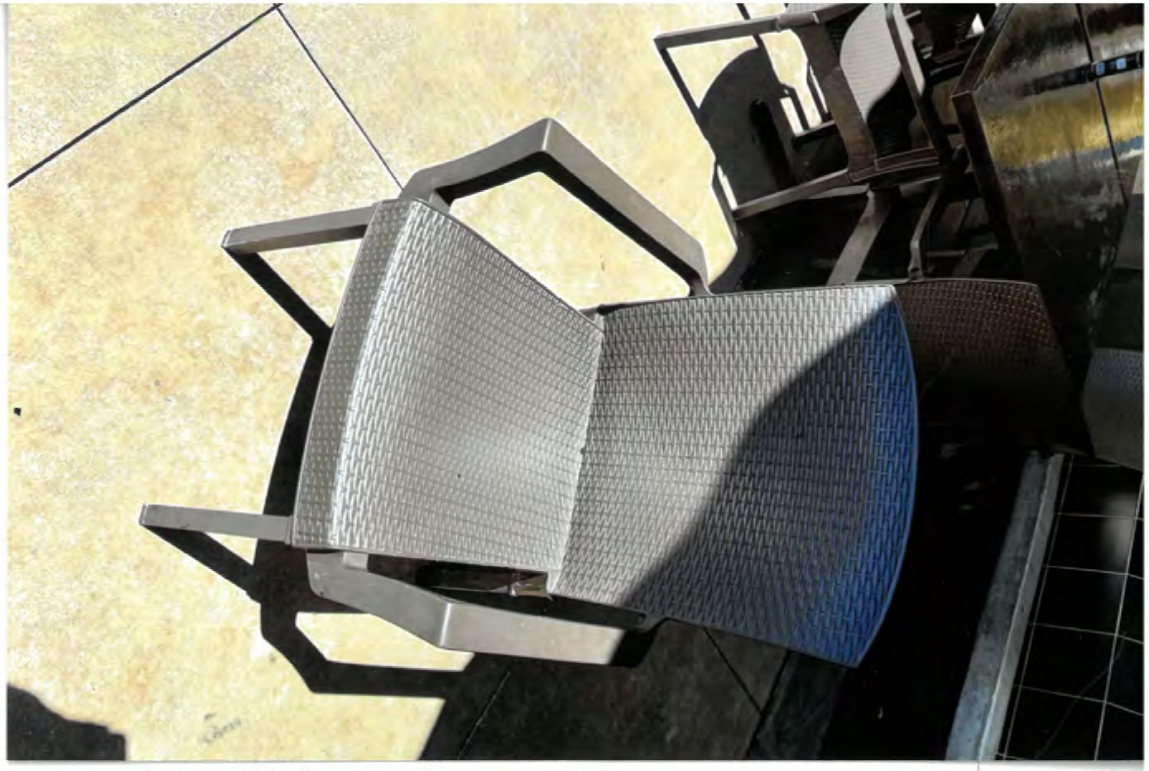
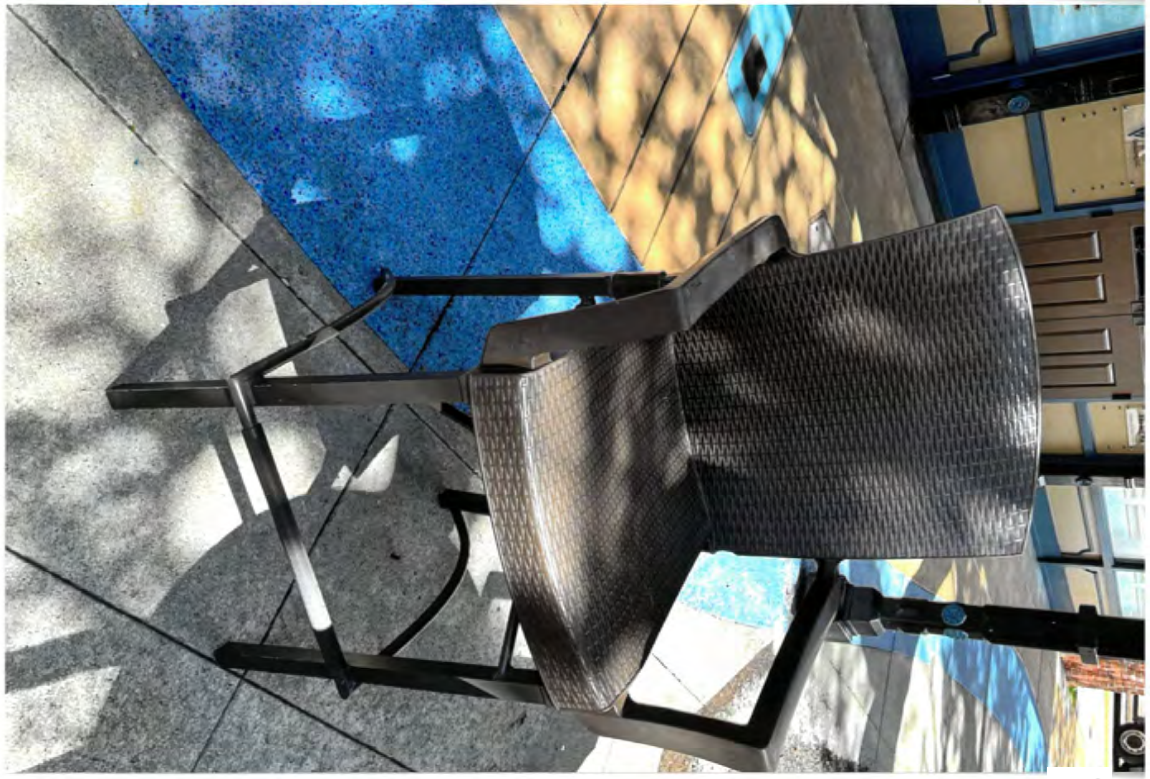
Pressed Cubans







INSTRUCTIONS FOR COMPLETING
DBPR ABT – 6029
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO
APPLICATION FOR EXTENSION OR AMENDED SKETCH OF LICENSED PREMISES

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

GENERAL REQUIREMENTS

This application must be submitted for approval when changes are made to the licensed premises whether the extension is permanent or temporary.

Please complete all information. Incomplete applications will be returned. All questions are applicable and must be answered fully and truthfully.

You must provide an original application and a copy of all supporting documentation. All signatures must be original.

APPLICATION REQUIREMENTS

Applicants for Temporary Extension of Premises Permits must submit the application at least seven (7) days prior to the first date of the event to insure the permit is issued by the event date.

Zoning Approval – Applies to Permanent or Temporary Extension of Premises Only
Zoning approval is executed by the city or county zoning authority in which the business to be licensed is located. This application is to be taken to the Zoning Department (City or County) that governs the location of your business.

Health Approval – Applies to Permanent Extension of Premises Only
Health approval is required on all applications for consumption on the premises. Businesses that serve food or are located on premises licensed by the Division of Hotels and Restaurants, must obtain approval from that division. Businesses that do not serve food must contact the County Health Authority or the Department of Health. Food service establishments located in grocery and convenience stores, bakeries or delicatessens must contact the Department of Agriculture and Consumer Services.

Note: Health Approval is not required for a temporary extension of the licensed premises or amended sketch of the licensed premises.

Affidavit of Applicant
Read and sign in the presence of a notary. The affidavit must be signed by the individual applicant, each partner of a general partnership, a general partner of a general partnership of a limited partnership, a managing member, manager, or officer of a limited liability company, each partner of a limited liability partnership, or one of the officers of a corporate applicant.

Sketch of Premises
A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. Include any outside areas where alcoholic beverages will be sold, consumed, or served. **Due to the difficulty of scanning, no blueprints are accepted.**

Amended Sketch of Premises
A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. **Changes may be made to the interior of the existing premises only; no additional rooms may be added.**

Note: Zoning Approval is not required for an amended sketch of premises.

APPLICATION CHECKLIST

Select the appropriate transaction below and comply with the corresponding application requirements.

TRANSACTION	APPLICATION REQUIREMENTS
Extension of Licensed Premises	❑ Complete DBPR ABT-6029 Division of Alcoholic Beverages and Tobacco Application for Extension or Amended Sketch of Licensed Premises ❑ Pay $100 fee for each temporary extension of licensed premises requested (make check payable to the Division of Alcoholic Beverages and Tobacco)
Amended Sketch	☑ Complete DBPR ABT-6029 Division of Alcoholic Beverages and Tobacco Application for Extension or Amended Sketch of Licensed Premises

DBPR ABT-6029 – Division of Alcoholic Beverages and Tobacco
Application for Extension or Amended Sketch of Licensed Premises

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DBPR Form
ABT-6029
Revised 02/2013

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED

Transaction Type:

- ☐ Temporary Extension
- ☒ Permanent Extension
- ☑ Amended Sketch

SECTION 2 - LICENSE INFORMATION

Licensee (as listed on alcoholic beverage license): Fav's Italian Cucina INC.			
Business Name (D/B/A): Fav's Italian Cucina INC			
Location Address (Street): 419 12th St W.			
City: Bradenton	County: Manatee	State: FL	Zip Code: 34205
Alcoholic Beverage License Number: BEV 5102348	Series: 2COP	Type/Class:	
Business Telephone Number: 941-708-3287 ext.	Email Address (Optional): Imfavasuli@gmail.com		

FOR TEMPORARY EXTENSIONS ONLY:

Date(s) of Extension:

ABT District Office Received / Date Stamp

SECTION 3 - ZONING APPROVAL
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION
(This section only applies to a permanent or temporary extension of licensed premises)

Location Street Address 419 12th St W.

City	County		Zip Code
Bradenton	Manatee	FL	34205

Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?" ☑ Yes ☐ No

☑ The PERMANENT extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

☐ The TEMPORARY extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

Signed: _____ Title: _____ Date: _____

This approval is valid until _____

SECTION 4 - HEALTH
TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date 6-28-24

Title Safety and Sanitation Specialist

Agency DBPR

This approval is valid until 7-28-24

SECTION 5 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A) Fav's Italian Cucina Inc.

"I, the undersigned individually, or if a registered legal entity for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes that the foregoing information is true and correct."

If applying for a temporary extension, check the box to confirm the following statement:
☑ **"I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."**

STATE OF Florida

COUNTY OF Manatee

Michael F. Favasuli
APPLICANT SIGNATURE

APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR (✓) Acknowledged Before me this 15th Day of July, 2024, By Michael F. Favasuli who is (✓) personally
(print name(s) of person(s) making statement)

known to me OR ( ) who produced _____ as identification.

Kristen A. Merritt
Notary Public

Commission Expires: 05-07-2027

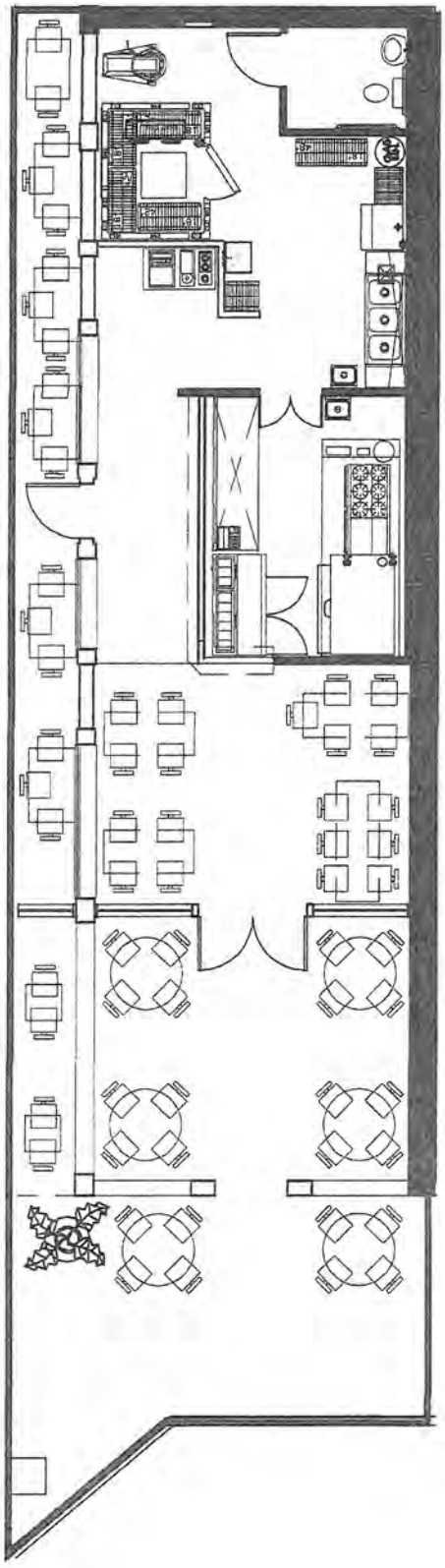
KRISTEN A. MERRITT
Notary Public - State of Florida
Commission # HH 395024
My Comm. Expires May 7, 2027
Bonded through National Notary Assn.

SECTION 6 – DESCRIPTION OF PREMISES TO BE LICENSED

Business Name (D/B/A) Fav's Italian Cucina INC

1.	Yes ☐	No ☒	Is the proposed premises movable or able to be moved?
2.	Yes ☐	No ☒	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes ☐	No ☒	Are there more than 3 separate rooms or enclosures with permanent bars or counters?
4.	Yes ☐	No ☐	Is the business located within a Specialty Center? If yes, check the applicable statute: ☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S.

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.



INSTRUCTIONS FOR COMPLETING
DBPR ABT – 6029
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO
APPLICATION FOR EXTENSION OR AMENDED SKETCH OF LICENSED PREMISES

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

GENERAL REQUIREMENTS

This application must be submitted for approval when changes are made to the licensed premises whether the extension is permanent or temporary.

Please complete all information. Incomplete applications will be returned. All questions are applicable and must be answered fully and truthfully.

You must provide an original application and a copy of all supporting documentation. All signatures must be original.

APPLICATION REQUIREMENTS

Applicants for Temporary Extension of Premises Permits must submit the application at least seven (7) days prior to the first date of the event to insure the permit is issued by the event date.

Zoning Approval – Applies to Permanent or Temporary Extension of Premises Only
Zoning approval is executed by the city or county zoning authority in which the business to be licensed is located. This application is to be taken to the Zoning Department (City or County) that governs the location of your business.

Health Approval – Applies to Permanent Extension of Premises Only
Health approval is required on all applications for consumption on the premises. Businesses that serve food or are located on premises licensed by the Division of Hotels and Restaurants, must obtain approval from that division. Businesses that do not serve food must contact the County Health Authority or the Department of Health. Food service establishments located in grocery and convenience stores, bakeries or delicatessens must contact the Department of Agriculture and Consumer Services.

Note: Health Approval is not required for a temporary extension of the licensed premises or amended sketch of the licensed premises.

Affidavit of Applicant
Read and sign in the presence of a notary. The affidavit must be signed by the individual applicant, each partner of a general partnership, a general partner of a general partnership of a limited partnership, a managing member, manager, or officer of a limited liability company, each partner of a limited liability partnership, or one of the officers of a corporate applicant.

Sketch of Premises
A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. Include any outside areas where alcoholic beverages will be sold, consumed, or served. **Due to the difficulty of scanning, no blueprints are accepted.**

Amended Sketch of Premises
A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. **Changes may be made to the interior of the existing premises only; no additional rooms may be added.**

Note: Zoning Approval is not required for an amended sketch of premises.

APPLICATION CHECKLIST

Select the appropriate transaction below and comply with the corresponding application requirements.

TRANSACTION	APPLICATION REQUIREMENTS
Extension of Licensed Premises	❑ Complete DBPR ABT-6029 Division of Alcoholic Beverages and Tobacco Application for Extension or Amended Sketch of Licensed Premises ❑ Pay $100 fee for each temporary extension of licensed premises requested (make check payable to the Division of Alcoholic Beverages and Tobacco)
Amended Sketch	❑ Complete DBPR ABT-6029 Division of Alcoholic Beverages and Tobacco Application for Extension or Amended Sketch of Licensed Premises

DBPR ABT-6029 – Division of Alcoholic Beverages and Tobacco
Application for Extension or Amended Sketch of Licensed Premises

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DBPR Form ABT-6029 Revised 02/2013

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED

Transaction Type:

- ☐ Temporary Extension
- ☑ Permanent Extension
- ☑ Amended Sketch

SECTION 2 - LICENSE INFORMATION

Licensee (as listed on alcoholic beverage license): MACS INC			
Business Name (D/B/A): Jennings Downtown Provisions			
Location Address (Street): 417 12th St. W. Suite 101			
City: Bradenton	County: Manatee	State: FL	Zip Code: 34205
Alcoholic Beverage License Number: BEV5103518	Series: 2COP	Type/Class: BEER/WINE	
Business Telephone Number: 941-779-6876 ext. or cell 941-896-5450	Email Address (Optional):		

FOR TEMPORARY EXTENSIONS ONLY:

Date(s) of Extension:

ABT District Office Received / Date Stamp

SECTION 3 - ZONING APPROVAL
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION
(This section only applies to a permanent or temporary extension of licensed premises)

Location Street Address 417 12th St W, Suite 101

City	County		Zip Code
Bradenton	Manatee	FL	34205

Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?" ☑ Yes ☐ No

☐ The PERMANENT extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

☐ The TEMPORARY extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

Signed: _____ Title: _____ Date: _____

This approval is valid until _____

SECTION 4 - HEALTH
TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date 7-11-2024

Title Safety and Sanitation Specialist

Agency DBPR

This approval is valid until 8-10-2024

SECTION 5 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A) Jennings Downtown Provisions

"I, the undersigned individually, or if a registered legal entity for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes that the foregoing information is true and correct."

If applying for a temporary extension, check the box to confirm the following statement:
☐ **"I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."**

STATE OF Florida

COUNTY OF Manatee

[signature]
APPLICANT SIGNATURE

APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR (✓) Acknowledged Before me this 11th Day of July, 2024, By Marc Cripe who is (✓) personally known to me OR ( ) who produced _____ as identification.
(print name(s) of person(s) making statement)

[signature]
Notary Public

Commission Expires: 05/07/2027

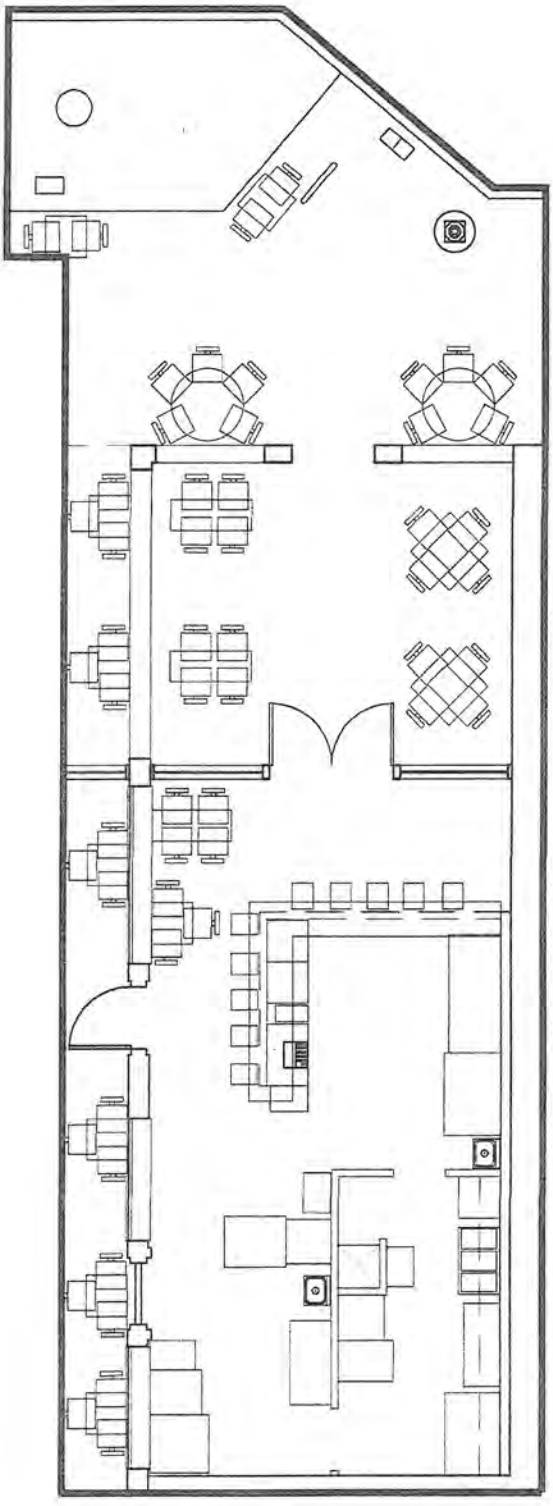
KRISTEN A. MERRITT
Notary Public - State of Florida
Commission # HH 395024
My Comm. Expires May 7, 2027
Bonded through National Notary Assn.

SECTION 6 – DESCRIPTION OF PREMISES TO BE LICENSED

Business Name (D/B/A) Jennings Downtown Provisions

1.	Yes ☐	No ☑	Is the proposed premises movable or able to be moved?
2.	Yes ☐	No ☑	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes ☐	No ☑	Are there more than 3 separate rooms or enclosures with permanent bars or counters?
4.	Yes ☐	No ☑	Is the business located within a Specialty Center? If yes, check the applicable statute: ☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S.

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.



DBPR ABT-6029 – Division of Alcoholic Beverages and Tobacco
Application for Extension or Amended Sketch of Licensed Premises

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DBPR Form ABT-6029 Revised 02/2013

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED

Transaction Type:
☐ Temporary Extension
☐ Permanent Extension
☒ Amended Sketch

SECTION 2 - LICENSE INFORMATION

Licensee (as listed on alcoholic beverage license)
O'BRICKS IRISH PUB LLC

Business Name (D/B/A)
O'BRICKS IRISH PUB & MARTINI BAR

Location Address (Street)
427 12TH. ST. W.

City	County	State	Zip Code
BRADENTON	MANATEE	FL	34205

Alcoholic Beverage License Number	Series	Type/Class
BEV5102273	4COP	

Business Telephone Number	Email Address (Optional)
941. 896. 8860 ext.	

FOR TEMPORARY EXTENSIONS ONLY:
Date(s) of Extension:

ABT District Office Received / Date Stamp

SECTION 3 - ZONING APPROVAL
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION
(This section only applies to a permanent or temporary extension of licensed premises)

Location Street Address: 427 12TH. ST. W.

City	County		Zip Code
BRADENTON	MANATEE	FL	34205

Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?" ☒ Yes ☐ No

☒ The PERMANENT extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

☐ The TEMPORARY extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

Signed: _____ Title: _____ Date: _____

This approval is valid until _____

SECTION 4 - HEALTH
TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date 6-28-24

Title SAFETY AND SANITATION SPECIALIST

Agency DBPR

This approval is valid until 7-28-2024

SECTION 5 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A)
O'Bricks Irish Pub, LLC

"I, the undersigned individually, or if a registered legal entity for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes that the foregoing information is true and correct."

If applying for a temporary extension, check the box to confirm the following statement:
☐ **"I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."**

STATE OF FLORIDA

COUNTY OF MANATEE

_____
APPLICANT SIGNATURE

_____
APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR (✓) Acknowledged Before me this 27th Day of June, 2024 By Rick Williams who is (✓) personally
(print name(s) of person(s) making statement)

known to me OR ( ) who produced _____ as identification.

_____
Notary Public

Commission Expires: 05.07.2027

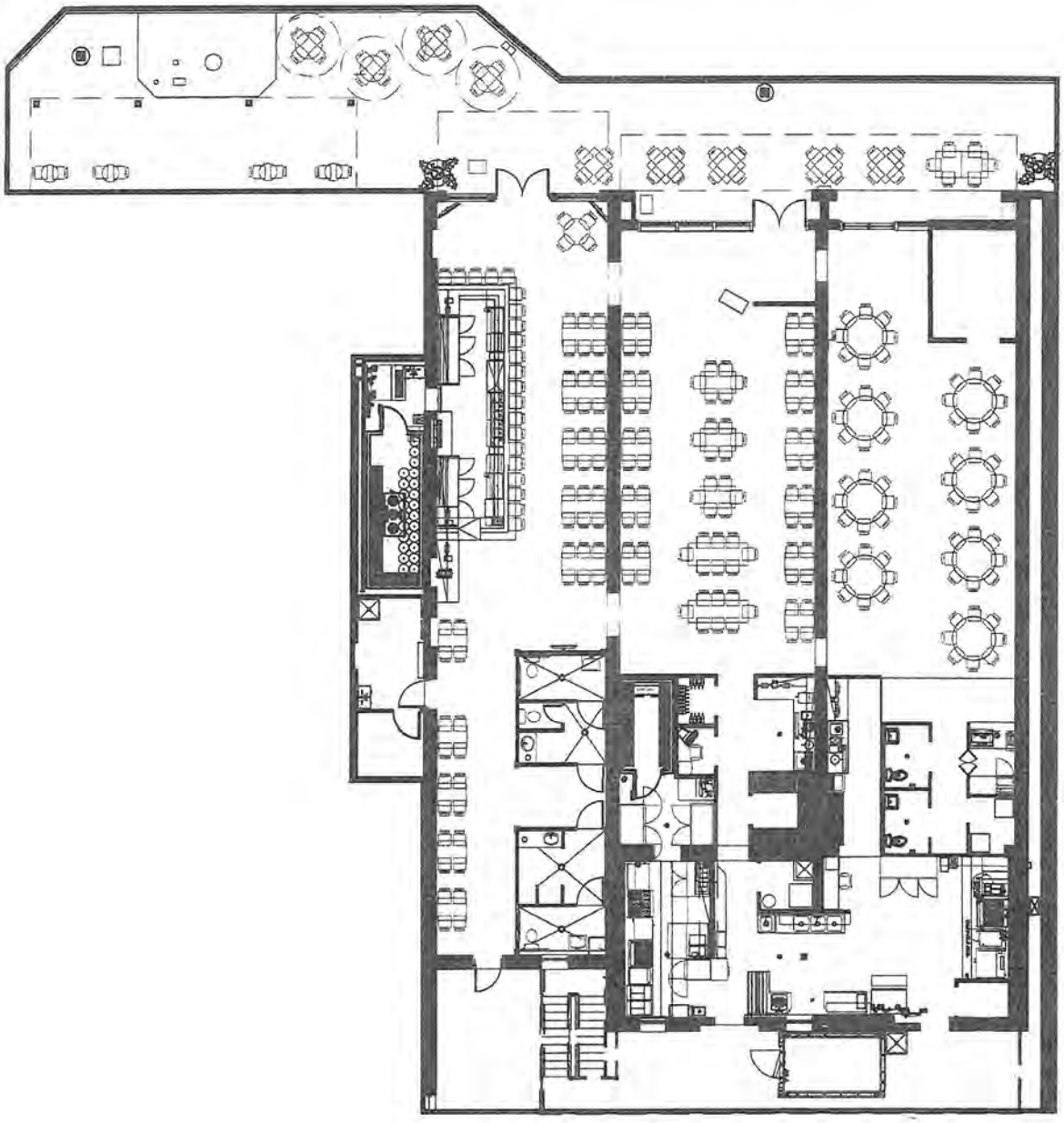
KRISTEN A. MERRITT
Notary Public - State of Florida
Commission # HH 395024
My Comm. Expires May 7, 2027
Bonded through National Notary Assn.

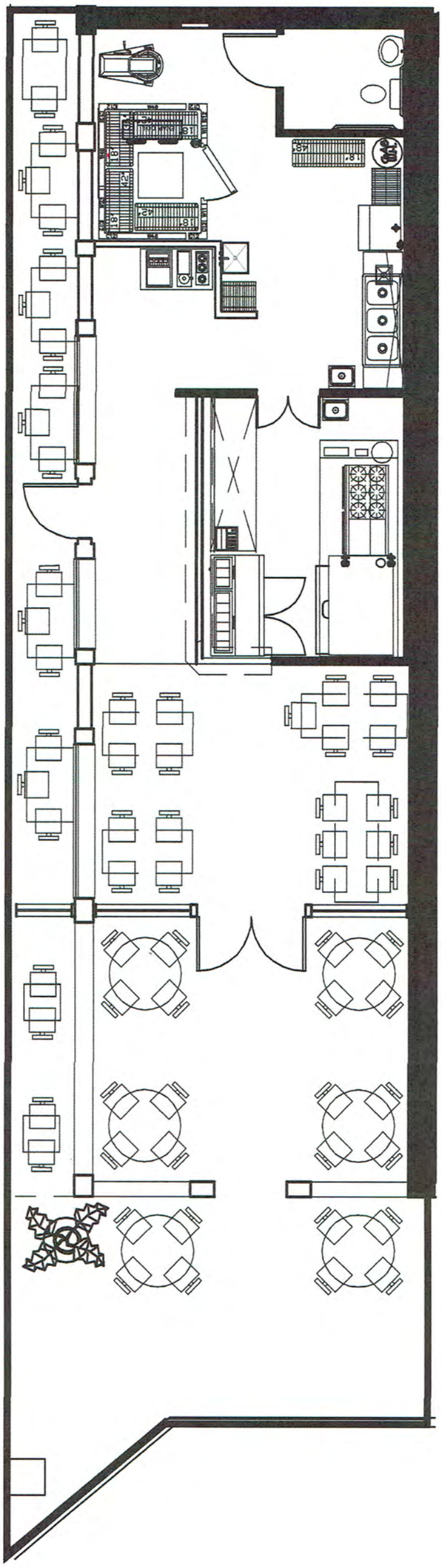
SECTION 6 – DESCRIPTION OF PREMISES TO BE LICENSED

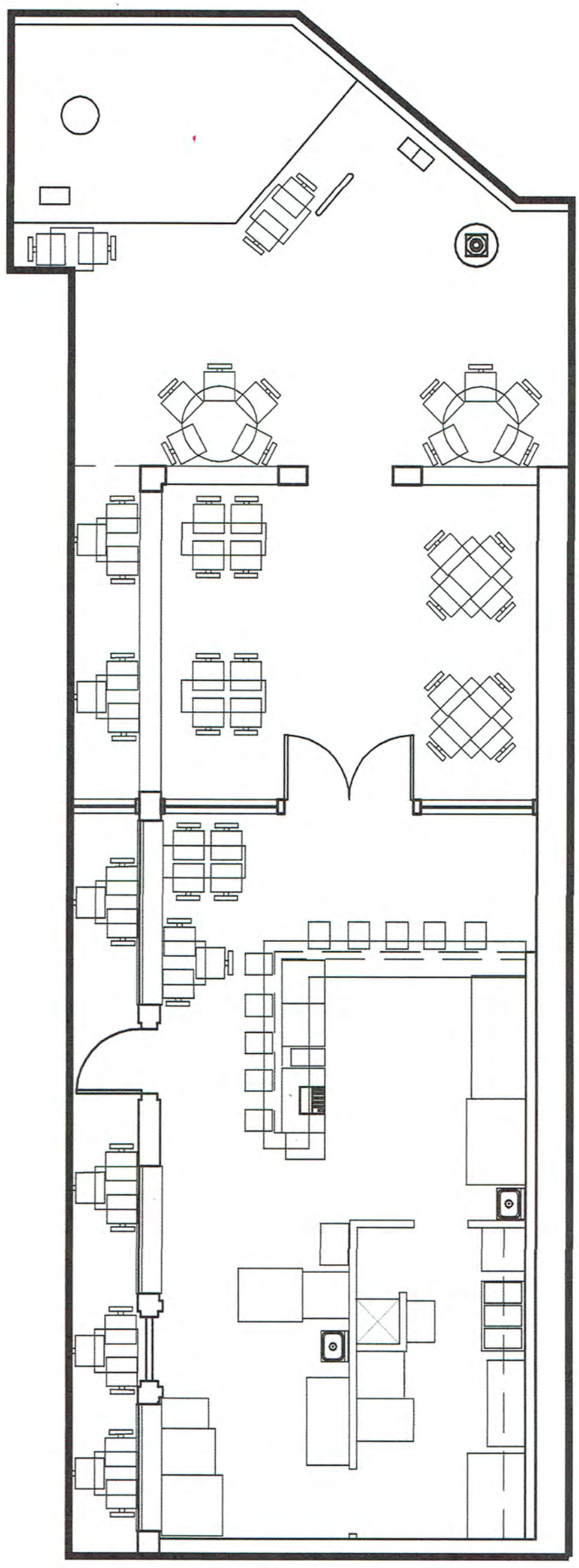
Business Name (D/B/A)

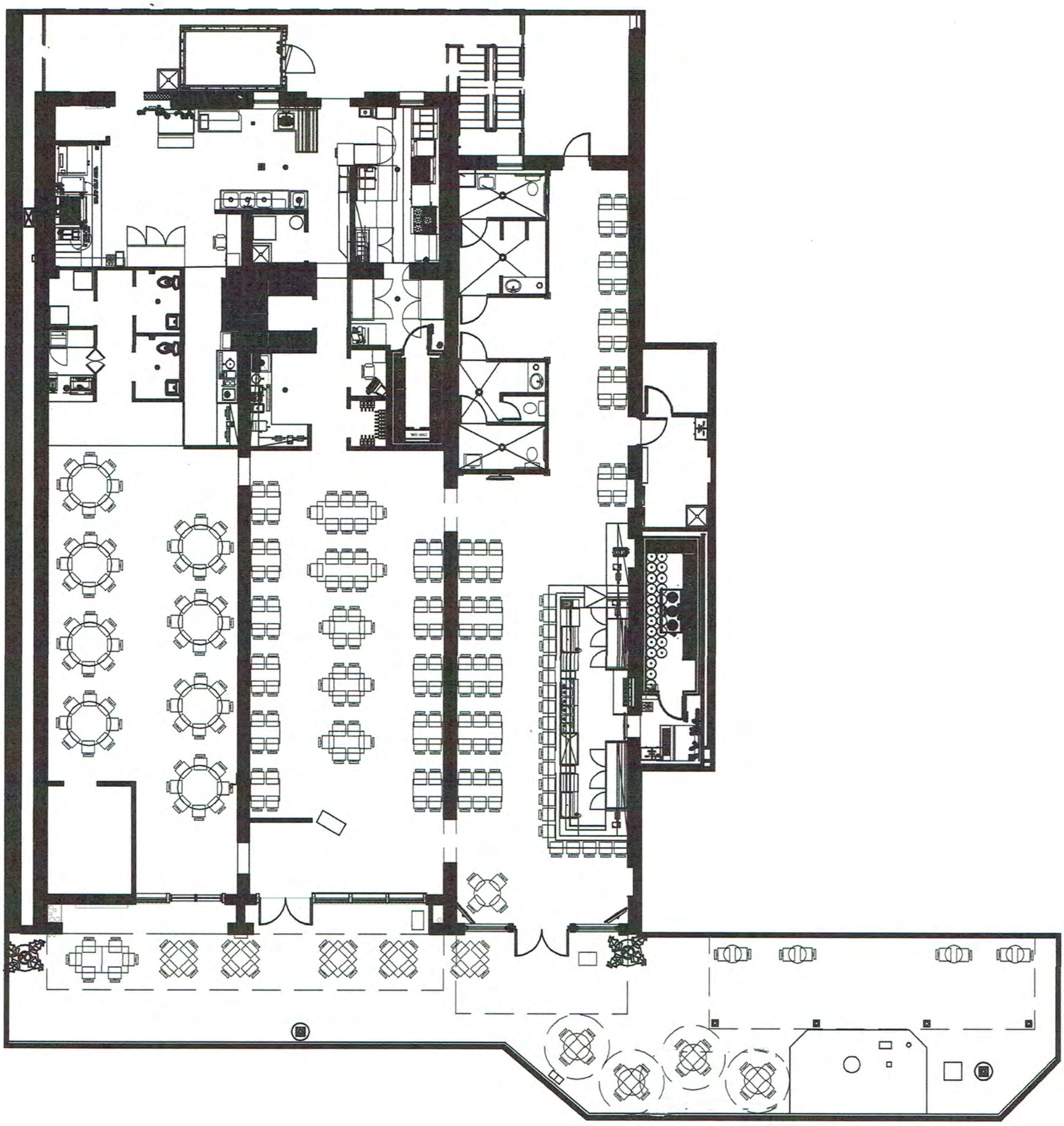
1.	Yes ☐	No ☒	Is the proposed premises movable or able to be moved?
2.	Yes ☐	No ☒	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes ☒	No ☐	Are there more than 3 separate rooms or enclosures with permanent bars or counters?
4.	Yes ☐	No ☒	Is the business located within a Specialty Center? If yes, check the applicable statute: ☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S.

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.









CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Belvitch	
Ben Brown Insurance Agency	PHONE (A/C, No, Ext): (941) 487-3502	FAX (A/C, No): (941) 365-3143
3731 S Tuttle Ave	E-MAIL ADDRESS: certificates@benbrownins.com	
Sarasota FL 34239-6410	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Southern Owners Insurance Co	10190
INSURED	INSURER B :	
Michael Carter and	INSURER C :	
The Carter Family Revocable Living Trust	INSURER D :	
435 West 12th Street	INSURER E :	
Bradenton FL 34205	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			20793675	12/15/2023	12/15/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 417-435 West 12th Street, Bradenton FL 34205

CERTIFICATE HOLDER

City of Bradenton Building Dept
101 Old Main Street
Bradenton FL 34205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
November 6, 2024

Staff Report

Case Numbers:	SU.24.3129, SU.24.3621, and SU.24.3622
Res. Numbers:	24-76, 24-77, and 24-78
Applicant:	Michael W. Adams (agent)
Addresses:	417 12th Street West, 419 12th Street West, and 421-435 12th Street West
Parcel ID Nos:	3296100005, 3296900008, and 3297200002
Current Zoning:	T5 (Urban Center – Transect District)
Future Land Use:	URBCORE (Urban Core)
Flood Zone:	X

Surrounding Property Zoning:

Current Zoning:	North: T5 (Urban Center – Transect District) South: T6 (Urban Core – Transect District) East: T6 (Urban Core – Transect District) West: T5 (Urban Center – Transect District)
Future Land Use:	North: URBCORE (Urban Core) South: URBCORE (Urban Core) East: URBCORE (Urban Core) West: URBCORE (Urban Core)

Michael W. Adams of Mike Carter Construction Inc., agent for The Carter Family Revocable Living Trust, has submitted a Special Use application requesting permission to allow sidewalk cafés with alcohol sales at 417 12th Street West (Jennings Downtown Provisions), 419 12th Street West (FAVS Italian Cucina) and 421-435 12th Street West (O' Bricks).

While sidewalk cafés have been in place at the subject properties, the subject Special Use process will ensure compliance to the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

According to the submitted application materials, the proposed café areas will all be located on the sidewalk along 12th Street West. The following is a summary of each request.

Jennings Downtown Provisions:
- Number of Tables: 4
- Number of Seats: 14
- Bussing and Hostess Stations: No
- Will remove tables and seating from the sidewalk when the business is closed.

FAVS Italian Cucina:
- Number of Tables: 2
- Number of Seats: 8
- Bussing and Hostess Stations: No
- Will remove tables and seating from the sidewalk when the business is closed.

O' Bricks:
- Number of Tables: 14
- Number of Seats: 50
- Bussing and Hostess Stations: Yes (one of each)
- Requesting to allow for 4 tables with umbrellas and 16 chairs to remain on the sidewalk when the business is closed. The items will be cabled in a tight cluster rendering them unusable. The reason is due to their weight. The table lock-up area is shown on the submitted site plan.
- The number of seats (50) and the storing of furniture on the sidewalk during hours the business is closed may be applied as conditions of approval by the Planning Commission and City Council should the Commission and Council choose to do so.

Based on the submitted site plan, a minimum of 5' of traversable space for pedestrians to pass by the café areas will be provided, with the 5' dimension being measured from the perimeter of the table umbrellas. In addition, a minimum of 3' of clearance is being provided to all Fire Department Connections (FDC).

The subject properties are in the T5 Urban Center Transect District. According to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Café's with less than 20 seats are a permitted use. City Council approval may be required if there is the sale of alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LURs).

Table 4.7: Specific Function & Use.

	T3	T4-S	T4-R	T4-O	T5	T6	SD
Special Events			SU	SU	SU	SU	P
Retail Building				P	P	P	SU
Display Gallery				P	P	P	SU
Restaurant				P	P	P	SU
Kiosk				P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]				P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

As part of the application submittal packet, the applicant also included:
- Furniture Specifications.
- Certificate of Liability Insurance.

- Liquor licenses to be executed should the subject requests be approved, permanently extending the sale of alcohol onto the sidewalk café areas.

FORM BASED CODE REGULATIONS:

12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

COMPREHENSIVE PLAN:

Design Element:

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space and the Public Realm

The City shall consider inclusion of additional requirements for enhancements in the Land Development Regulations. Standards for enhancements to be considered include the following:

Public Streets

Public Streets should provide the primary vehicle and pedestrian circulation infrastructure for the City. Public and private development should use the existing street grid as a framework and should expand the public street network as necessary to provide connectivity between new and older development. Development of new and extended streets should generally be kept in scale with the existing street network found along Bradenton's waterfront including the Downtown and Old Manatee Village areas.

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity.

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide.

LAND USE REGULATIONS:

2.2.10 *Alcoholic beverage sale approval*. Administrative approval is allowable for all complete alcoholic beverage state license applications, except events proposed to be held on public property or requiring public services. The PCD director may require city council approval of certain alcoholic beverage license applications to

protect the public interest. Certain uses associated with alcoholic beverage licensing may require discretionary review pursuant to schedule 3.2.1.2. and shall comply with subsection 2.2.9.

2.2.10.1 Application. The application (paper or electronic media in a PDF format) must indicate the type of state license the business is to operate under, and be accompanied by a site plan showing all churches, day care facilities and schools within a 1,000-foot radius of the subject property boundary, as well as other information that may be required by the PCD director to sufficiently review the application per subsection 4.3.1. The application fee is set forth in appendix A.

2.2.10.2 Public notice. When required, public notice shall be given as per subsection 2.3.1.

2.2.10.3 Review and approval. The application shall be reviewed using the criteria in subsection 4.3 pursuant to schedule 2.3. Upon the granting of approval by city council, or if administrative approval is authorized, the PCD director shall sign the state alcoholic beverage vending license application.

3.3 Special Use Permits.

Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if in the specific instance the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The special use permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure.

4.3.1 *Alcoholic beverage sale approval.* The following are the criteria for review and approval of an application for alcoholic beverage sales (see section 2.2.9 for application requirements).

4.3.1.1 Approval shall not be granted for a site in a residential land use atlas district.

4.3.1.2 Approval shall not be granted on any site within 300 feet of any place of worship, day care center, or public or private elementary, middle, or high school. In accordance with F.S. § 562.45(2a) establishments licensed after July 1, 1999, or restaurants not meeting the 51 percent rule shall not be located within 500 feet of any such school. Such distance shall be measured from the main entrance of the applicant establishment, along the shortest route of pedestrian travel, to the main entrance of the principal

building of the place of worship or day care center, or to the nearest point on the school grounds.

4.3.1.3 Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.

4.3.1.4 Reasonable stipulations may be attached to an approval for the purpose of rendering the use compatible with surrounding land use. Stipulations may include, but are not limited to, restrictions on the hours of operation and the addition of buffer strips.

4.3.11 Sidewalk *café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalk approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible

with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS (LAND USE REGULATIONS):

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS):

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

Staff Response: It appears that the proposed use of a sidewalk café is suitable for the subject locations.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: It appears that access points will not be negatively impacted by the proposed use.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: No new buildings will be constructed as part of the proposed use.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: Requirement cannot be met due to the existing built environment.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: No new ingress and egress points are being proposed as part of the subject requests. The applicant is also proposing a minimum of 5′ of traversable space on the public sidewalk and 3′ to all Fire Department Connections (FDC).

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: It appears that the subject requests will not have any negative impacts on adjacent properties as far as smoke, glare, dust, vibrations, fumes, and pollution.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

   Staff Response: It appears that the subject requests will not affect the location and design of existing refuse and service areas.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: It appears that the subject requests will not affect or impact existing utilities.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: No screening, buffering or separation are being proposed as the area is a built environment.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: No new lighting or signage is being proposed as part of the subject requests. Should any lighting or signage be installed in the future, it shall be in accordance with the City of Bradenton's requirements.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: It appears that the subject requests will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

Staff Response: It appears that the area is adequate in size for the subject requests. The existing uses (sidewalk cafes) have been in place in the subject area. The subject requests are to ensure compliance to the Form Based Code and Land Use Regulations.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: It appears that the proposed requests are appropriate for the subject property and district.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

Staff Response: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the subject requests.

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed sidewalk cafés are consistent with the Comprehensive Plan as the Comprehensive Plan encourages walkability and non-auto-oriented uses.

** Please see the application materials for the applicant's response to the Review Criteria.

STAFF COMMENTS:

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.
2. It is the 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.

Resolution 24-76 | Case SU.24.3129
Jennings Downtown Provisions – 417 12th Street West.

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Resolution 24-76, Case SU.24.3129 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Resolution 24-77 | Case SU.24.3621
FAVS Italian Cucina – 419 12th Street West

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Resolution 24-77, Case SU.24.3621 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.

d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Resolution 24-78 | Case SU.24.3622
O' Bricks – 421-435 12th Street West

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 4-1) of Resolution 24-78, Case SU.24.3622 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 4 tables with umbrellas and 16 chairs may remain on the sidewalk when the business is closed. The items shall be cabled in a tight cluster rendering them unusable and shall be placed as shown on the site plan attached as Exhibit "B".
d. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

EXHIBITS:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Proposed Overall Project Site Layout

Exhibit E: Proposed Site Layout - Jennings Downtown Provision

Exhibit F: Proposed Site Layout – FAVS Italian Cucina

Exhibit G: Proposed Site Layout – O' Bricks

EXHIBIT "A"
Location Map



Sidewalk Café
owner: Michael M. Carter
417 thru 435 12th Street W (Old Main Street)
PIDs: 3296100005, 3296900008, 3297200002

Bradenton Department of
Planning and Community Development

Location
0 30 60 90
Yards

LEGEND
Subject Parcel
Other Parcels
Bradenton

EXHIBIT "B"
Future Land Use Map

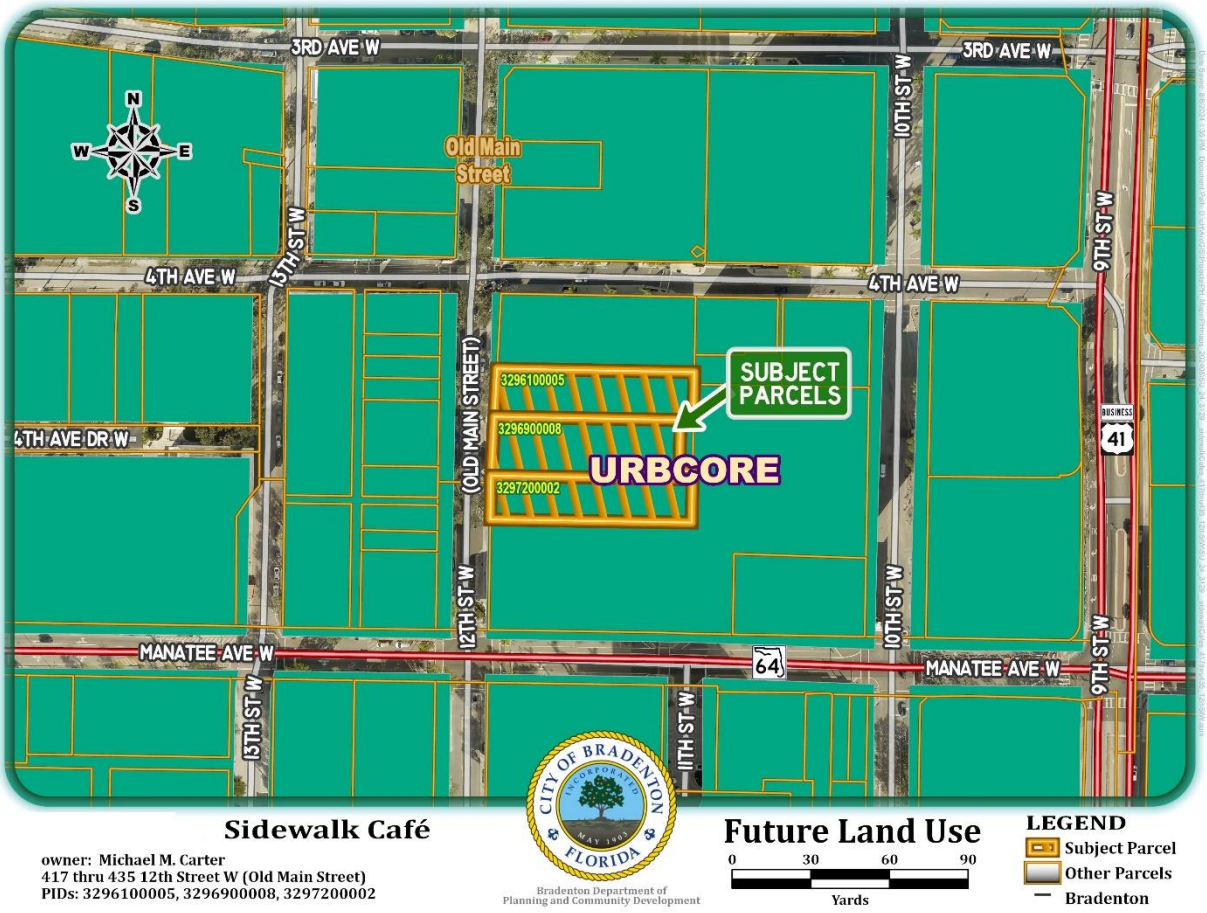


EXHIBIT "C"
Zoning Map

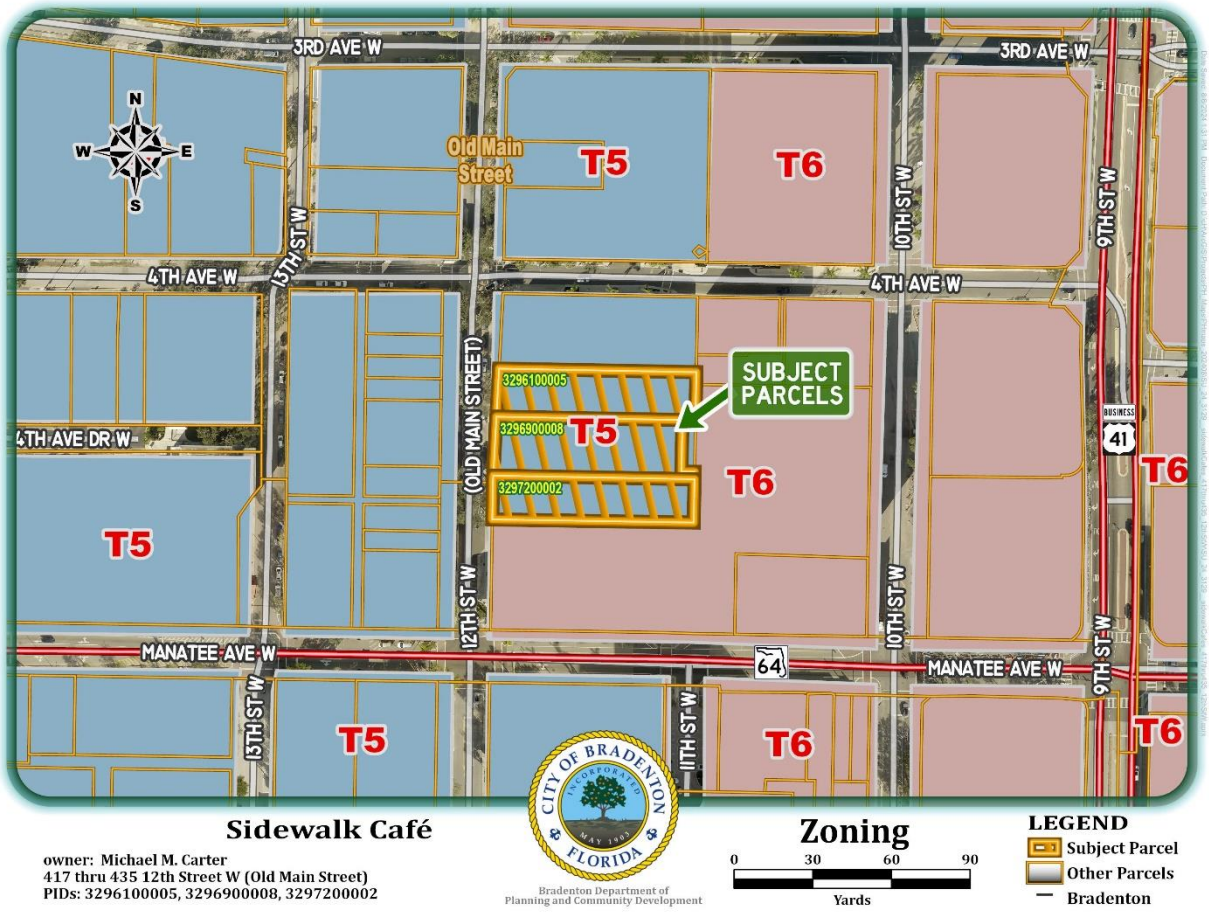


EXHIBIT "D"
Proposed Overall Project Site Layout



EXHIBIT "E"
Proposed Site Layout - Jennings Downtown Provision



EXHIBIT "F"
Proposed Site Layout – FAVS Italian Cucina

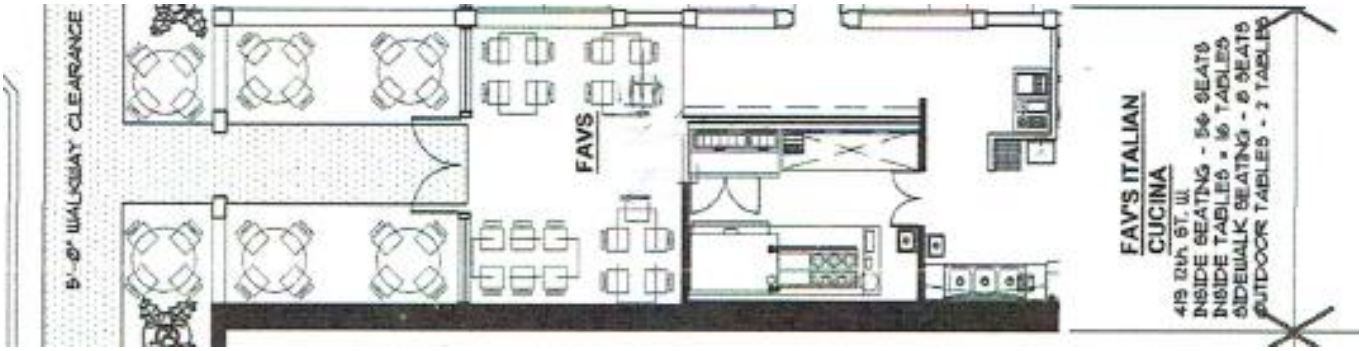
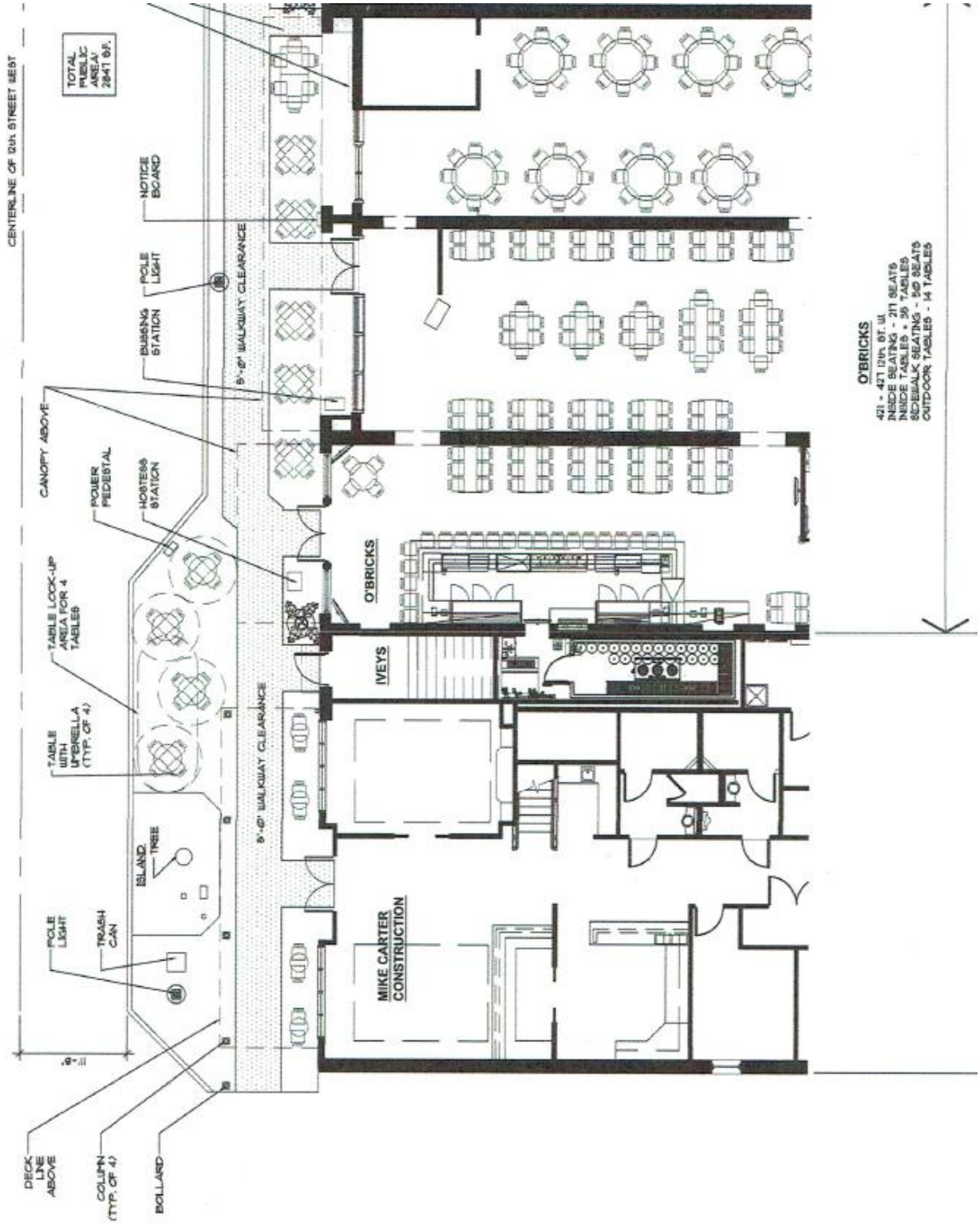


EXHIBIT "G"
Proposed Site Layout – O' Bricks



City Council
November 6, 2024

Case SU.24.3129 | Resolution 24-76
Case SU.24.3621 | Resolution 24-77
Case SU.24.3622 | Resolution 24-78

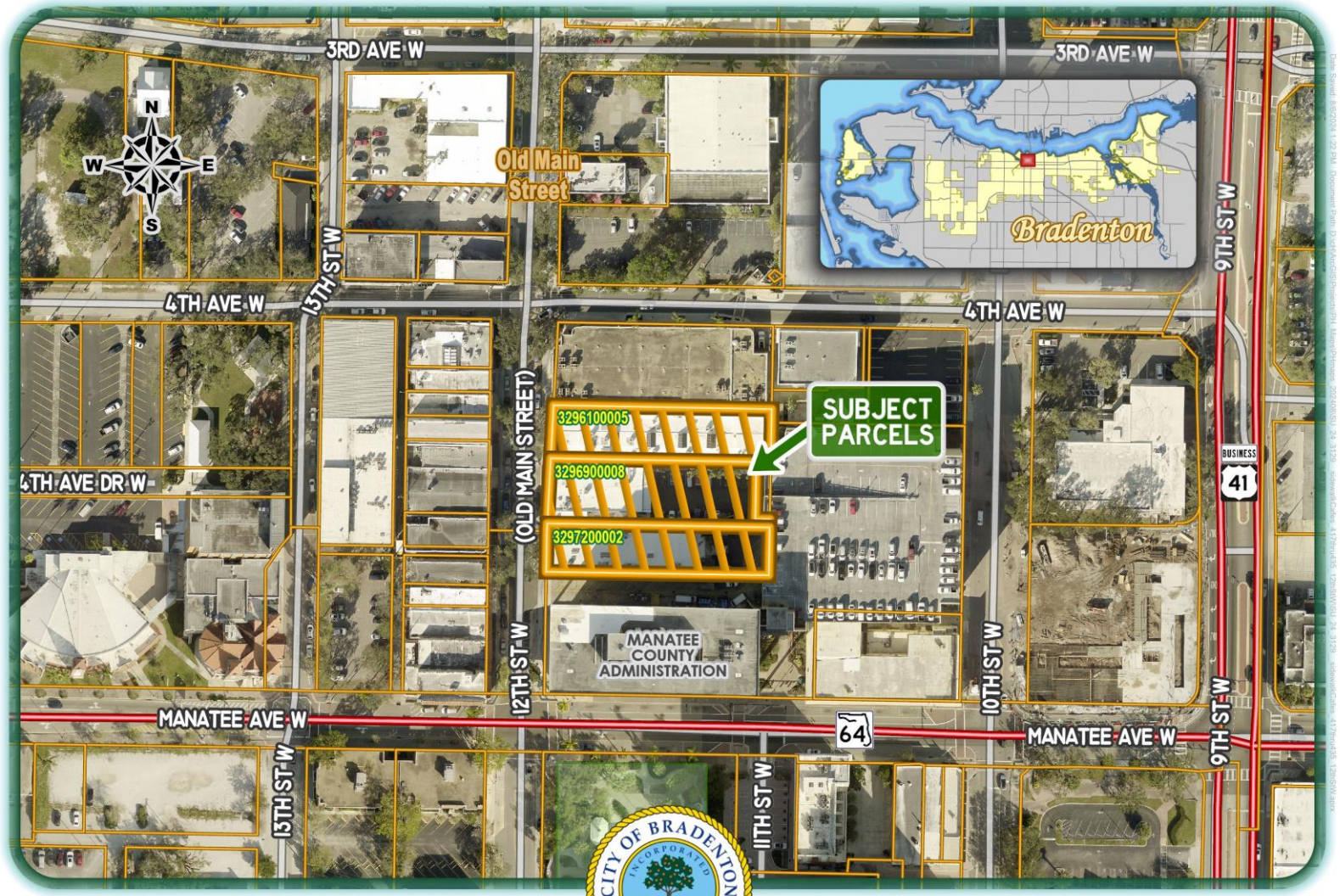
Special Use request to permit sidewalk cafés with alcohol beverage sales for properties located at 417-435 12th Street West

Staff Contact: Greg DeLong; Asst. Director of PCD

Case Information

- Applicant: Michael W. Adams (agent) for The Carter Family Revocable Living Trust
- Addresses: 417-435 12th Street West
- Parcel ID Nos: 3296100005, 3296900008, 3297200002
- Acreage: .8173 acres
- Current Zoning: T4 (Urban Center – Transect District)
- FLUM Zoning: URBCORE (Urban Core)
- Flood Zone: X
- Existing Uses: Three restaurants with alcohol sales
- Purpose: Special Use approval to allow sidewalk cafés with alcohol beverage sales

Location Map



Sidewalk Café

owner: Michael M. Carter
417 thru 435 12th Street W (Old Main Street)
PIDs: 3296100005, 3296900008, 3297200002

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

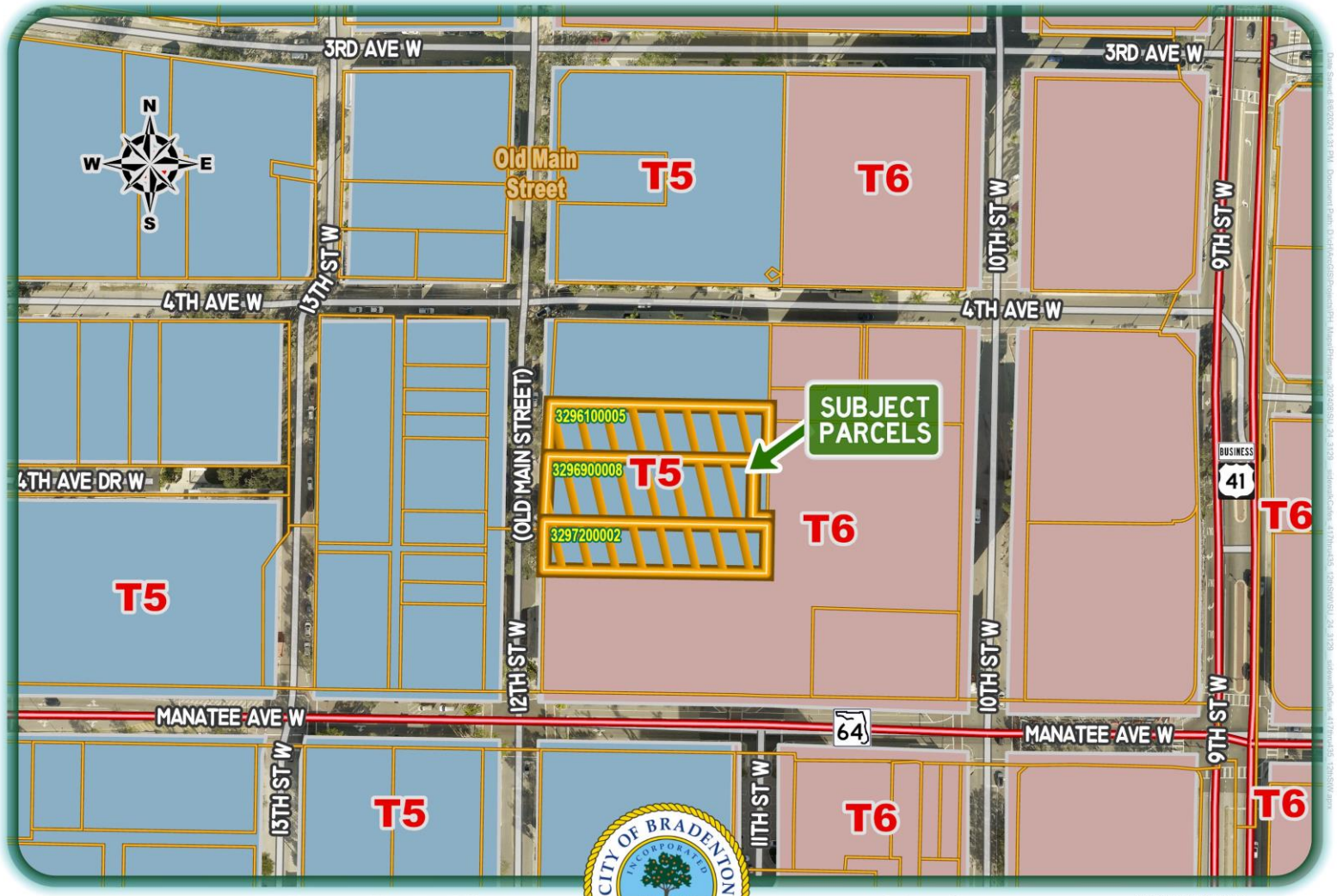
Location

0 30 60 90
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Zoning Map



Sidewalk Café

owner: Michael M. Carter
417 thru 435 12th Street W (Old Main Street)
PIDs: 3296100005, 3296900008, 3297200002

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Zoning

0 30 60 90
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Future Land Use Map



Form Based Code Regulations

- Definitions:
  - 12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

Proposed Requests

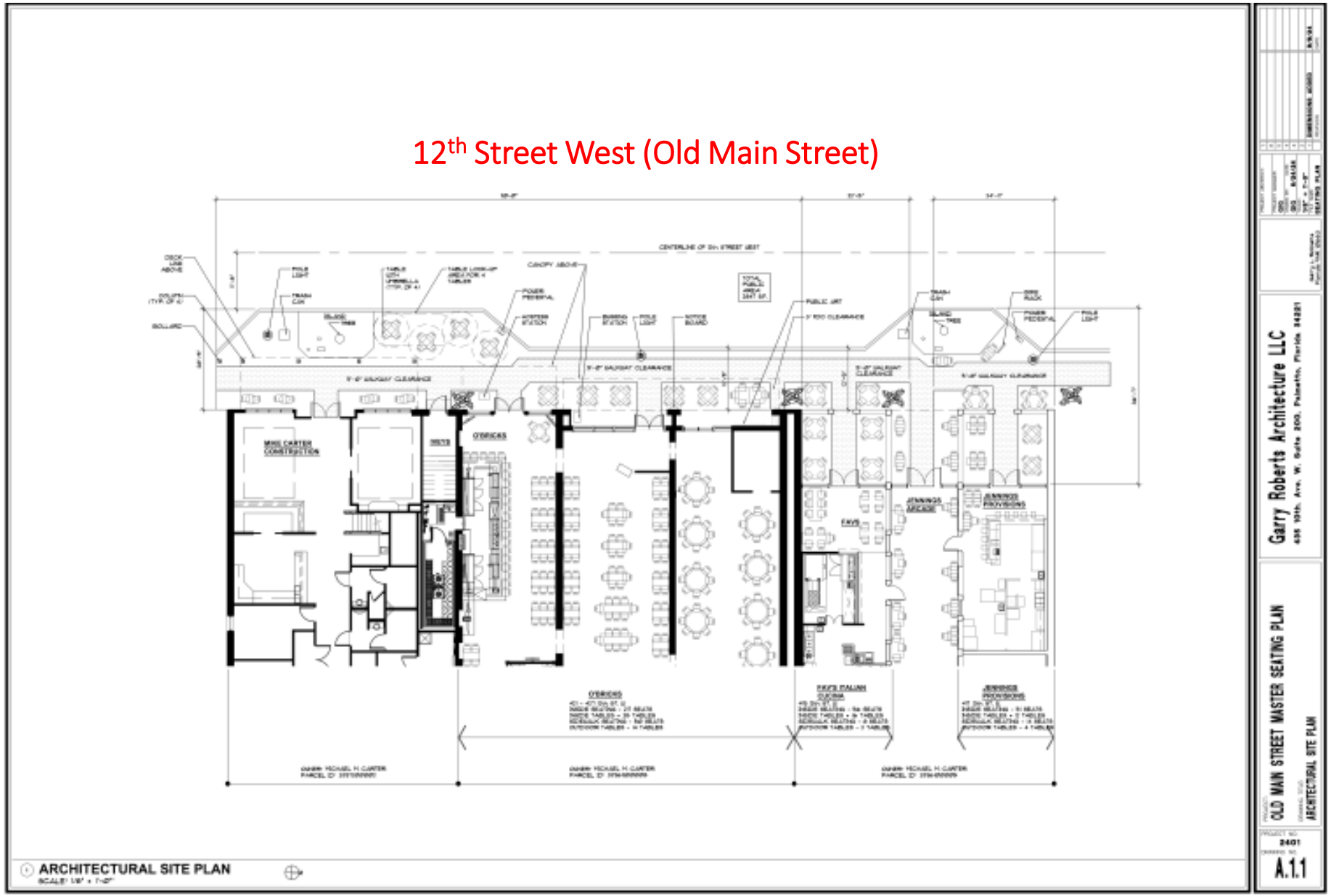
- Applicant is requesting to continue the use of:
  - Sidewalk cafés with alcohol sales at:
    - 417 12th Street West (Jennings Downtown Provisions)
    - 419 12th Street West (FAVS Italian Cucina)
    - 421-435 12th Street West (O' Bricks)
- Proposed request, if approved, will bring the properties into code compliance
- Subject properties are located within the city's Form Based Code Area:
  - Sidewalk cafes with less than 20 seats are permitted but if alcohol sales occur, City Council approval may be required

T4-S

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats(1)			P	P	P	P

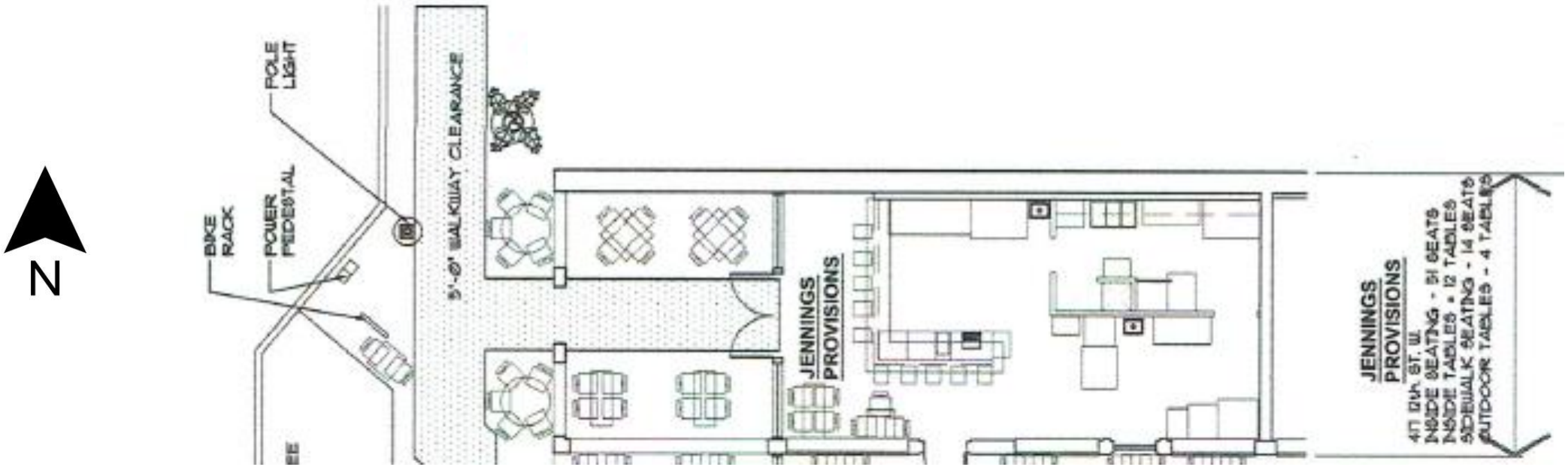
1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

Summary of Proposed Request



Summary of Proposed Request

- Jennings Downtown Provisions:
  - Number of Tables: 4
  - Number of Seats: 14
  - Bussing/Hostess Stations: No
  - Will remove tables and seating from sidewalk when business is closed



Summary of Proposed Request

- Jennings Downtown Provisions:





Summary of Proposed Request

- FAVS Italian Cucina:
  - Number of Tables: 2
  - Number of Seats: 8
  - Bussing/Hostess Stations: No
  - Will remove tables and seating from sidewalk when business is closed



Summary of Proposed Request

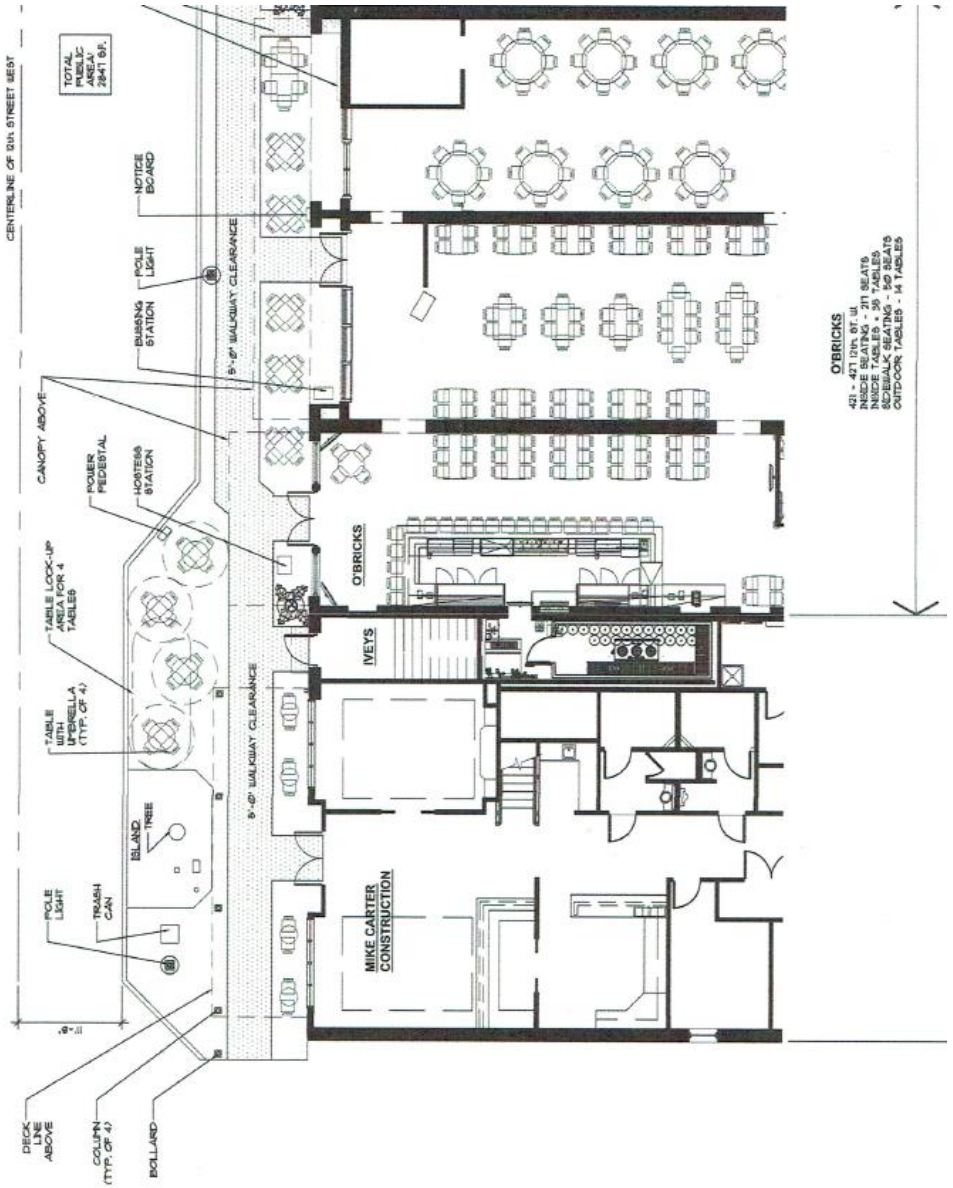
- FAVS Italian Cucina:



Summary of Proposed Request

- O'Bricks:
  - Number of Tables: 14
  - Number of Seats: 50
  - Bussing/Hostess Stations: Yes (one of each)
  - Requesting to allow for 4 tables with umbrellas and 16 chairs to remain on the sidewalk when the business is closed
    - Items will be cabled in a tight cluster rendering them unusable
    - Furniture storage location shown on plans
  - The allowance of 50 chairs and 4 tables with umbrellas to remain on the sidewalk when the business is closed may be applied as a stipulation of approval

Summary of Proposed Request



Summary of Proposed Request

- O’Bricks:





Summary of Proposed Request

- O’Bricks:





Summary of Proposed Request

- Additional Information:
  - 5-ft. of traversable space will be provided (measured from perimeter of umbrellas)
    - Meets minimum ADA requirements
  - 3-ft. of clearance being provided to all Fire Department Connections (FDC)

Comprehensive Plan (Design Element)

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space and the Public Realm

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide

LURs (Alcohol & Sidewalk Cafes)

4.3.11 *Sidewalk café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.2 *Maintenance.* Public sidewalks approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

General Special Use Standards

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

- 3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.
- 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.
- 3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

Review Criteria (LURs)

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

- 3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
- 3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.
- 3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.
- 3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Review Criteria (LURs)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.
F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Review Criteria (LURs) - Continued

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

Staff Comments

For Cases SU.24.3129, SU.24.3621, and SU.24.3622 | Resolutions 24-76, 24-77, and 24-78 respectively;

1. City Council is encouraged to evaluate the requests based on the provided criteria, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the requests are found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission Meeting Summary

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Resolution 24-76, Case SU.24.3129 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Planning Commission Meeting Summary

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Resolution 24-77, Case SU.24.3621 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Planning Commission Meeting Summary

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 4-1) of Resolution 24-78, Case SU.24.3622 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 4 tables with umbrellas and 16 chairs may remain on the sidewalk when the business is closed. The items shall be cabled in a tight cluster rendering them unusable and shall be placed as shown on the site plan attached as Exhibit “B”.
d. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.

Planning Commission Meeting Summary

Resolution 24-78, Case SU.24.3622

Continued list of stipulations:

e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Questions?

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **QUASI-JUDICIAL:** RESOLUTION 24-77 - PUBLIC HEARING

SUGGESTED ACTION: Motion to either approve or deny Resolution 24-77, Case SU.24.3621 with the following stipulations:

1. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
2. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
3. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
4. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
5. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
6. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Planning Commission met on September 18, 2024, and voted 5-0 to recommend to City Council approval with stipulations for Resolution 24-77.

Is this item Quasi-Judicial?

Yes

Does this item require a public hearing?
Yes

EXPLANATION:

Michael W. Adams of Mike Carter Construction Inc., agent for The Carter Family Revocable Living Trust, has submitted a Special Use application requesting permission to allow a sidewalk café with alcohol sales at 419 12th Street West (FAVS Italian Cucina).

While a sidewalk cafe has been in place at the subject property, the subject Special Use permit will ensure compliance to the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Resolution 24-77, Case SU.24.3621 with the stipulations recommended from staff.

ATTACHMENTS:
Resolution 24-77
Special Use Application
Staff Report
Presentation

RESOLUTION 24-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.3621 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR THE PROPERTY LOCATED AT 419 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 3296100005), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Michael M. Carter; Carter Family Revocable Living Trust U/A DTD 10/6/2017 (the "Property Owner" or "Applicant") owns the property located at 419 12th Street West, Bradenton, Florida (Parcel ID 3296100005), more particularly described in Exhibit "A" (the "Property"), and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T5) Urban Center – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T5 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Café/Sidewalk Café with less than 20 seats as a permitted use in the T5 transect zoning district; but stipulates that City Council approval may be required per the Land Use Regulations; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 4.3.11.4, states that alcoholic beverage sales served as part of any sidewalk café on public property shall require City Council approval; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a sidewalk café with alcoholic sales; and

WHEREAS, the Planning Commission held a noticed public hearing on September 18, 2024 at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on November 6, 2024, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a Special Use Permit to operate a sidewalk café with alcoholic sales, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
d. The City's professional staff recommended stipulations to consider for an approval.
e. The Planning Commission, which is designated as the local planning agency, determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
f. The Planning Commission recommended approval with stipulations.

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
e. Screening, buffering or separation of any nuisance or hazardous feature of the use.
f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
h. Adequacy of land and/or building which are to be used.
i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
k. Consistency with the city's comprehensive plan.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a sidewalk café with alcoholic sales for a maximum of 8 seats, as generally shown on the Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

1. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
2. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
3. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
4. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.

5. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.

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 Special Use Permit which shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 6th DAY OF NOVEMBER 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

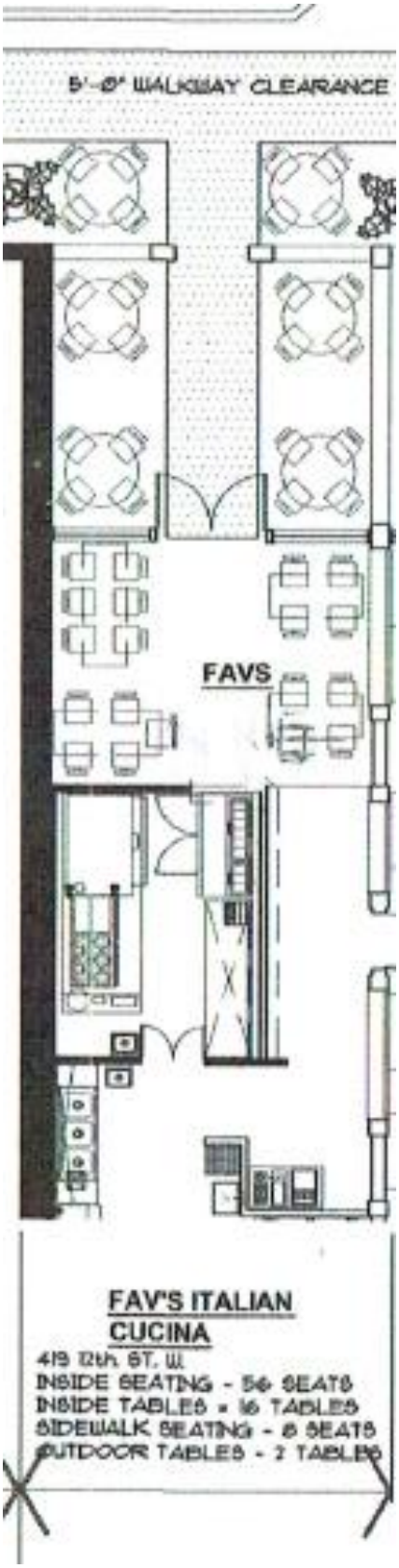
APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT A

JENNINGS ARCADE, ON 12TH ST W, BRADENTON FLORIDA AS SHOWN ON PLAT REC IN PB 4 PG 136 PRMCF, BEING THE S 55 FT OF LOTS 13 & 14, TURNER'S PLAT REC IN DB "D" PG 527 PI#32961.0000/5

EXHIBIT B


5'-0" WALKWAY CLEARANCE
FAVS
FAV'S ITALIAN
CUCINA
419 12th ST. W
INSIDE SEATING - 56 SEATS
INSIDE TABLES - 16 TABLES
SIDEWALK SEATING - 6 SEATS
OUTDOOR TABLES - 2 TABLES

Mike Carter Rentals
435 12th St W
Bradenton, FL 34205
(941)745-1700

July 29, 2024

City of Bradenton
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205

RE: Special Use Application

Please accept our special use application for a revised sidewalk café permit.
In this submittal you will find:

- The completed application form.
- An architectural site plan.
- Specifications for the furniture to be used on the public sidewalk.
- A graphic and photo of our requested after hours securing of furniture.
- Suggested language for the furniture requirement and the afterhours securing.
- Requests to serve alcohol on the public sidewalk.
- Individual site plans for each food / alcohol establishment.
- Request for “doggy dining” on the public sidewalk.
- A certificate of liability insurance.

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION — REQUIRED

Name of Property Owner: Michael M. Carter, The Carter Family Revocable Living Trust

Owner Address: 435 12th St W, Bradenton, FL 34205 Telephone: 941-745-1700

Name of Agent: Michael W. Adams

Agent Address: 435 12th St W, Bradenton, FL 34205 Telephone: 941-745-1700

Owner/Agent Email: Mike@MCConst.com / MikeAdams@MCConst.com

PROPERTY INFORMATION — REQUIRED

Property Address: 417-435 12th St W, Bradenton, FL 34205

Parcel ID: 3296100005,3296900008,3297200002 Acreage: _____

Zoning District: _____ *click to view Zoning map

Future Land Use: _____ *click to view FLU map

Ward #: _____ *click to view Ward map

Neighborhood #: _____ *click to view Neighborhoods map

DESCRIPTION — REQUIRED

Indicate Type of Special Use Request:

Special Use ☐ Special Use-Amendment ☑

Provide a brief description of the propose land use activity: _____

MATERIALS FOR REVIEW — REQUIRED

- **Special Use**
  - Special Use Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Review Criteria (see page 2 for Special Use Review Criteria)
  - Site Plan
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - Special Use Amendment Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials including site plan
- **Application Submittal Deadline Date and Information**
  - Planning Commission meets on the third Wednesday of each month, except for December where they meet on the second Wednesday.
  - Application submittal deadline date is 40-days prior to the meeting date. Submittals found to be incomplete will be rejected and the application will not be placed on the Commission agenda. If an application is found to be incomplete, the applicant may submit missing materials by the application deadline. No late submittals will be accepted.

CITY STAFF ONLY — REQUIRED

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

243129 - 417 12th St. W.
243621 - 419 12th St. W.
243622 - 421-435 12th St. W.

FEE COLLECTED: $_____

RECEIPT #: _____

APPLICATION #: _____

CITY STAFF ONLY

CITY COUNCIL: _____

PLANNING COMMISSION: _____

DRC: _____

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:
Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:
Please prepare an accurate, legible, scaled site plan containing the following information:

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas*
E. *Utilities on the site*
F. *Signs and exterior lighting*

REQUIRED

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: 417-435 12th St W, Bradenton, FL 34205

I, Michael M. Carter, The Carter Family Revocable Living Trust, the registered property owner(s) of the above noted property, do hereby authorize

Michael W. Adams — Print Name of Agent
Mike Carter Construction, Inc. — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

435 12th St W, Bradenton, FL 34205
Signature of Owner(s) — Owner(s) Address (if different than property above)

435 12th St W, Bradenton, FL 34205 / 941-745-1700
Signature of Agent — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 28th day of June 2024, produced FL Drivers License respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Kristen A. Merritt, Notary Public
Print Name

State of Florida
My Commission Expires: 05-07-2027

KRISTEN A. MERRITT
Notary Public - State of Florida
Commission # HH 395024
My Comm. Expires May 7, 2027
Bonded through National Notary Assn.

Mike Carter Rentals
435 12th St W
Bradenton, FL 34205
(941)745-1700

July 29, 2024

City of Bradenton
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205

Re: Special Use Application

1) Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
   (a) Pedestrian access, ingress and egress to storefronts, minimum clear walkways are shown on the architectural site plan.

2) Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects for the use on adjoining properties.
   (b) N/A

3) Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
   (c) Shared food service dumpster is located at the rear of the building.

4) Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
   (d) All utilities are all existing.

5) Screening, buffering or separation of any nuisance or hazardous feature of the use.
   (e) N/A

6) Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
   (f) All signage and lighting are existing.

7) Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.
(g) N/A

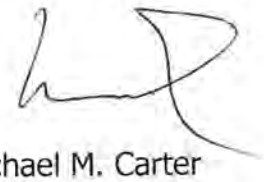
8) Adequacy of land and/or building which are to be used.
(h) Demonstrated on the architectural site plan.

9) General compatibility or appropriateness with adjacent properties and other properties in the district with special consideration given to proposed hours of operation.
(i) N/A

10) Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.
(j) No change to the use and quality is proposed.

11) Consistency with the City of Bradenton Comprehensive Plan.
(k)

Sincerely,



Michael M. Carter

August 21, 2024

To: City of Bradenton Planning Department
Attention: Greg DeLong, Assistant Director
101 Old Main Street W
Bradenton, FL 34205

Re: Special Use Application
O'Bricks Irish Pub
427 12th Street W
Bradenton, FL 34205

Dear Mr. DeLong,

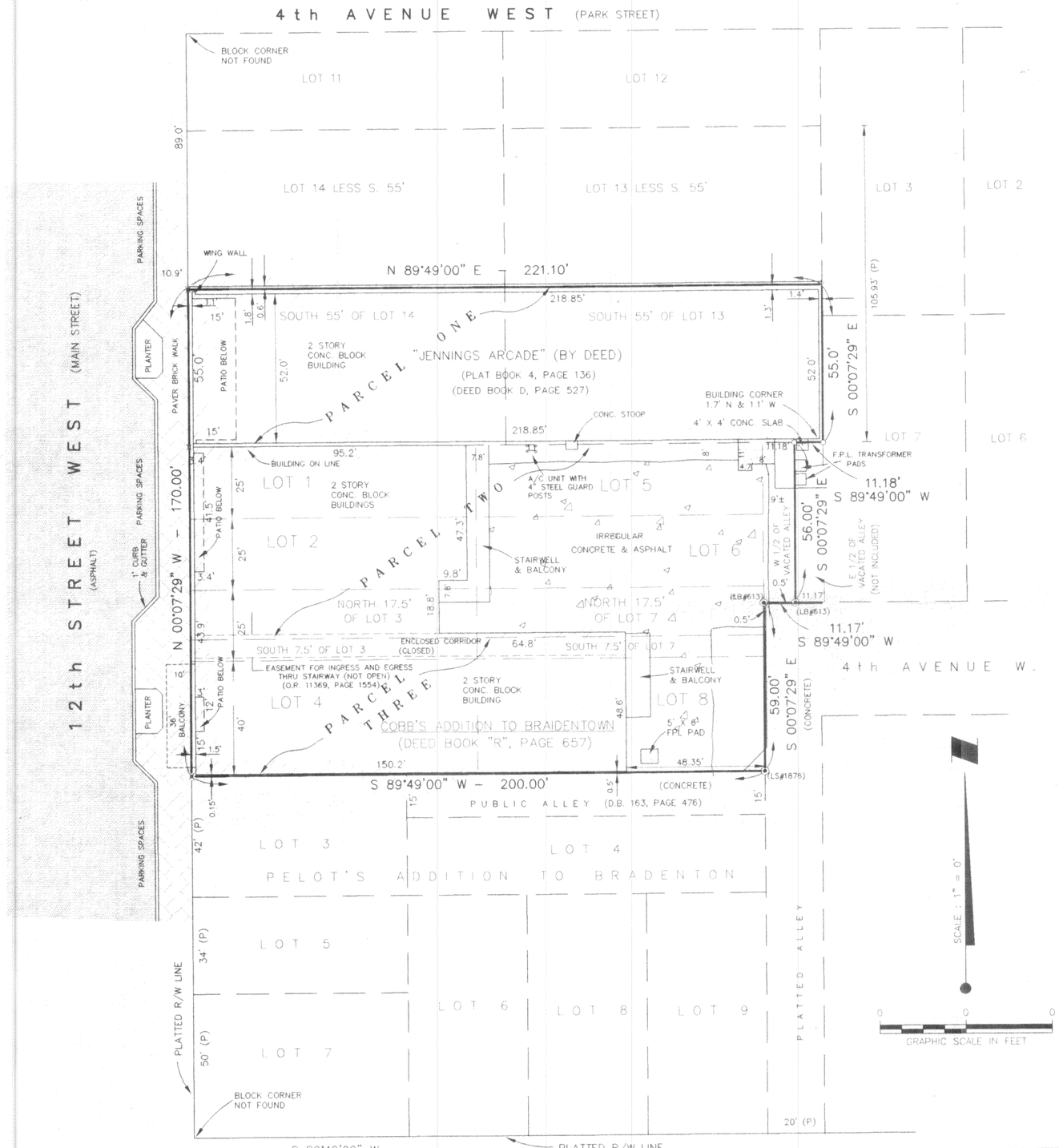
On behalf of O'Bricks Irish Pub please except this letter as a request for an exception to the City Code limiting the number of seats and keeping outdoor furniture on the public sidewalk overnight.

The current code limits the number of outdoor seating to a total of 20. O'Bricks has 110LF of frontage available for tables and chairs. The table and chair set up is demonstrated on the application site plan. Please consider this as our request to increase the total number of allowable seats to 50.

The current code requires all dinning furniture to be removed from the public sidewalk when the establishment is closed. O'Bricks has 4 tables with umbrellas and 16 chairs that have very heavy bases and are difficult to move. Please consider this as our request to allow the chairs and tables to remain on the public sidewalk overnight. They will be cabled in a tight cluster rendering them unusable and located in the area shown on our application site plan.

Sincerely,

Michael M. Carter



LEGEND:

- × = CROSS CUT WITH TAB SET IN CONCRETE (LB#613)
- ⊙ = TAB FOUND IN CONCRETE (NUMBER AS SHOWN)
- ○ = 1/2" IRON ROD SET (LB#613)
- ⌄ = CROWS FOOT FOUND AT BUILDING CORNER
- LB# = LICENSED BUSINESS NUMBER
- LS# = LICENSED SURVEYOR NUMBER
- (P) = PLAT
- D.B. = DEED BOOK
- P.B. = PLAT BOOK
- = BUILDING LINE
- = CONC. = CONCRETE
- = ASPHALT

NOTES:

1. BEARINGS SHOWN HEREON REFER TO THE EAST RIGHT-OF-WAY LIEN OF 12th STREET WEST BEING ASSUMED AS N00°07'29"W.
2. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS IF ANY, NOT LOCATED FOR PURPOSES OF THIS SURVEY.
3. THE SUBJECT LAND LIES IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY- PANEL NUMBER 120155-0009-C (DATED 11/16/83). SUBJECT TO VERIFICATION.
4. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
5. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.

DESCRIPTIONS:

PARCEL ONE:
JENNINGS ARCADE, ON THE 12TH STREET WEST, BRADENTON, FLORIDA, AS SHOWN ON PLAT IN PLAT BOOK 4, PAGE 136, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING THE SOUTH 55 OF LOTS 13 AND 14 OF TURNER'S PLAT, AS RECORDED IN DEED BOOK "D", PAGE 527, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL TWO:
LOTS 1, 2, 5 AND 6 AND THE NORTH 17.5 FEET OF LOTS 3 AND 7, OF COBB'S ADDITION TO BRADENTON, IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN DEED BOOK R, PAGE 657, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
AND
THE WEST 1/2 OF THAT PORTION OF AN ABANDONED ALLEY LYING AS FOLLOWS: BETWEEN LOTS 5 AND 6 OF COBB'S ADDITION TO BRADENTON (PLAT IN DEED BOOK R, PAGE 657) AND LOT 7, BLOCK F OF SMITH'S ADDITION TO BRADENTON, AS PER PLATS RECORDED IN PLAT BOOK 1, PAGES 80 AND 135 OF SAID RECORDS, RESPECTIVELY.

PARCEL THREE:
LOTS 4 AND 8 AND THE SOUTH SEVEN AND FIVE-TENTHS (7.5) FEET OF LOTS 3 AND 7 OF COBB'S ADDITION TO BRADENTON, IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ACCORDING TO MAP OR PLAT THEREOF, AS THE SAME IS DULY RECORDED IN DEED BOOK "R", AT PAGE 657, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, INCLUDING WITHIN THE ABOVE DESCRIPTION LOTS 1 AND 2 OF BLOCK 1 OF PELOT'S ADDITION TO BRADENTON, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 80, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. SAID PROPERTY BEING ALSO BEING DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 2, OF PELOT'S ADDITION TO BRADENTON, FLORIDA, AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, AT PAGE 80, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN NORTH, ALONG THE EAST LINE OF MAIN STREET IN THE CITY OF BRADENTON, FLORIDA, AS NOW LOCATED AND ESTABLISHED, TO A POINT WHERE THE CENTERLINE OF THE WALL SEPARATING THE STOREROOM OCCUPIED APRIL 12, 1940 BY DOOLITTLE HARDWARE COMPANY FROM THE STOREROOM OCCUPIED APRIL 12, 1940, BY C.F. STRONG, BOTH FRONTING ON MAIN STREET, INTERSECTS SAID EAST LINE OF MAIN STREET; THENCE RUN EAST ALONG THE CENTERLINE OF SAID WALL AND A PROJECTION THEREOF AND PARALLEL TO THE NORTHERN BOUNDARY LINE OF LOTS 1 AND 5 OF COBB'S ADDITION TO BRADENTON, AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN DEED BOOK "R", AT PAGE 657, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, TO A POINT ON THE EASTERN BOUNDARY LINE OF LOT 7 OF SAID COBB'S ADDITION, WHERE THE CENTERLINE OF SAID WALL AS PROJECTED INTERSECTS THE SAME; THENCE RUN SOUTH ALONG THE EASTERN BOUNDARY LINE OF LOT 7 OF SAID COBB'S ADDITION AND LOT 1 OF SAID PELOT'S ADDITION TO THE SOUTHEAST CORNER OF LOT 1 OF SAID PELOT'S ADDITION; THENCE RUN WEST, ALONG THE SOUTH BOUNDARY LINE OF LOTS 1 AND 2 OF SAID PELOT'S ADDITION TO THE POINT OF BEGINNING. ALL ACCORDING TO THE MAPS OR PLATS OF SAID COBB'S ADDITION AND SAID PELOT'S ADDITION HEREINBEFORE REFERRED TO.

ADDRESS:

417, 421 AND 435 12TH STREET WEST

CERTIFIED TO:

* MICHAEL M. CARTER
* BARNES WALKER TITLE, INC.
* ATTORNEYS' TITLE INSURANCE FUND, INC.
* AMERICAN BANK
* HAMRICK, PERREY, QUINLAN & SMITH

BOUNDARY SURVEY

FOR: MICHAEL M. CARTER

LYING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

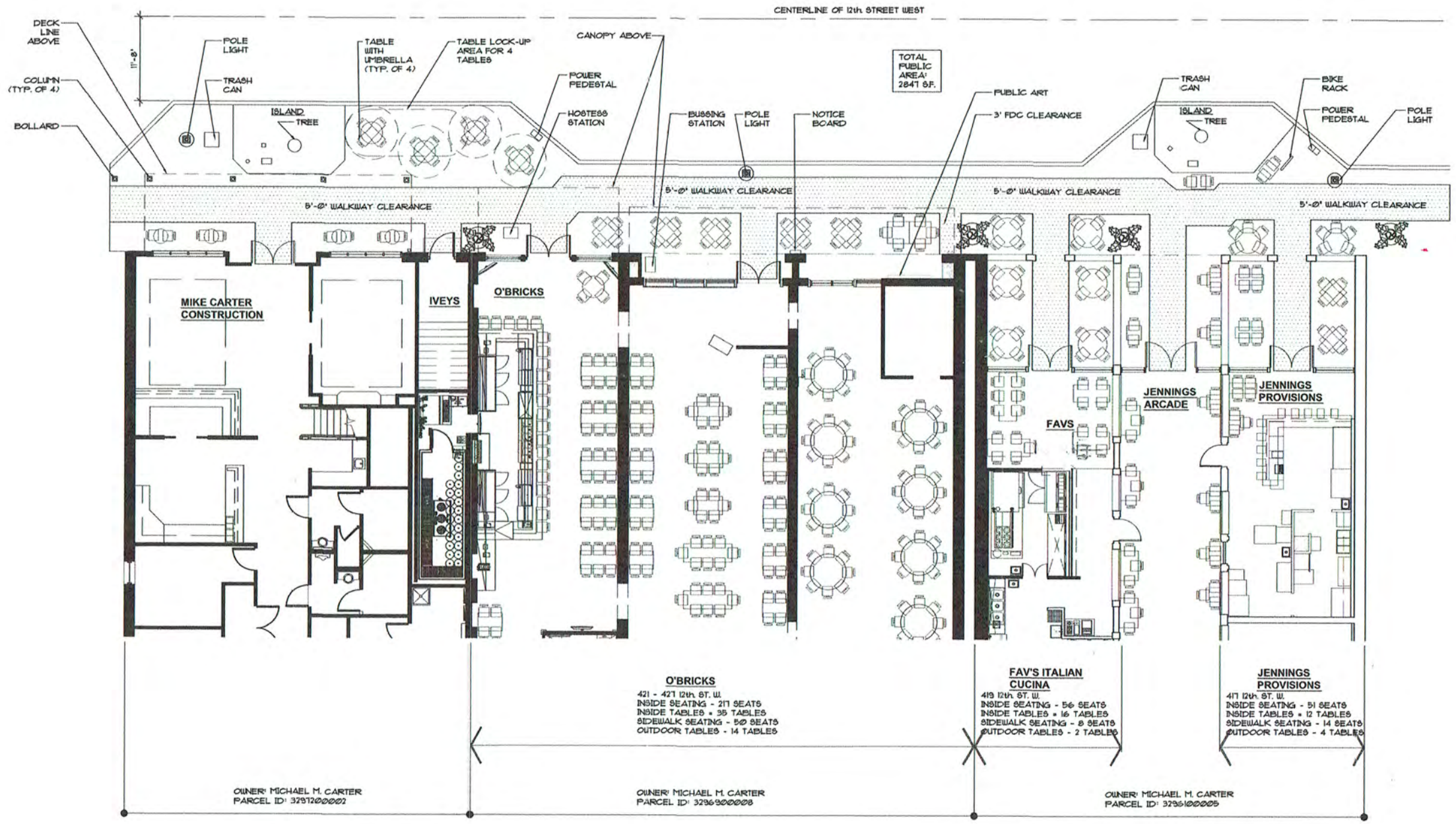
BY: Leo Mills
LEO MILLS, REGISTERED STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 1735

DATE: 5/30/01	JOB NO. C-0488
SCALE: 1" = 30'	REVISIONS:
DRAWN BY: GHC	
CHECKED BY: MLM	

Leo Mills & Associates, Inc.
LICENSED BUSINESS #613
SURVEYING - LAND PLANNING
620 8th AVENUE, PALMETTO, FL 34221, (941) 722-2460
22 NORTH POLK AVENUE, ARCADIA, FL 34266, (863) 993-4141

DWG. FILE: C0488 STA.2

Dr. 25 # 218



① ARCHITECTURAL SITE PLAN

SCALE: 1/8" = 1'-0"

837

7	6	5	4	3	2	1	REVISION

PROJECT ARCHITECT:

PROJECT MANAGER: GIG

DRAWN BY: GIG

DATE: 6/24/24

SCALE: 1/8" = 1'-0"

FILE NAME: SEATING PLAN

Garry L. Roberts
Florida #AR 12663

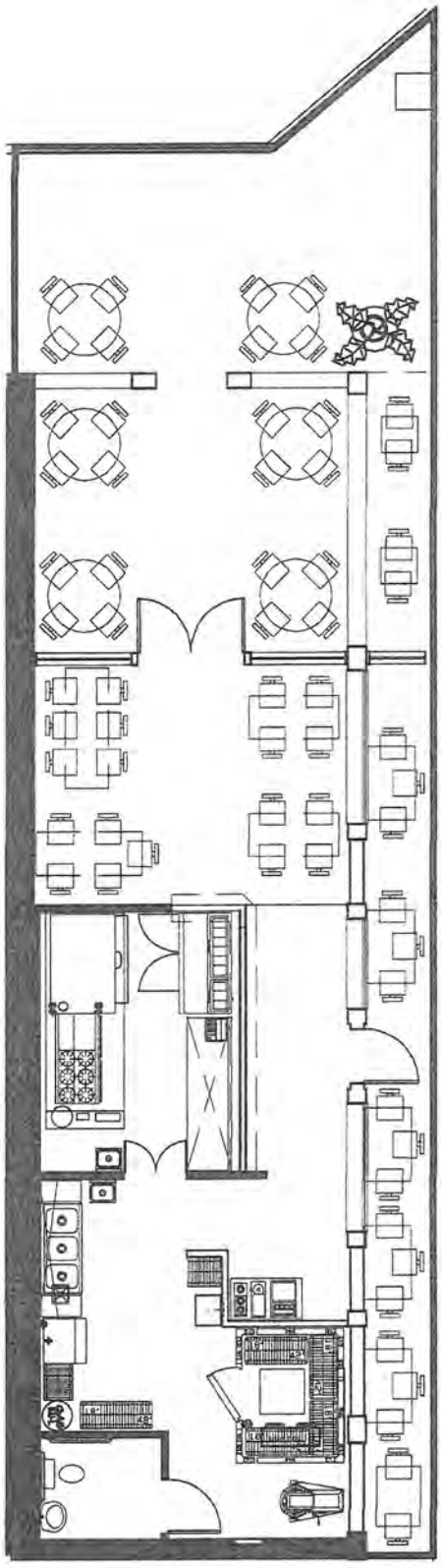
Garry Roberts Architecture LLC
435 10th. Ave. W. Suite 200, Palmetto, Florida 34221

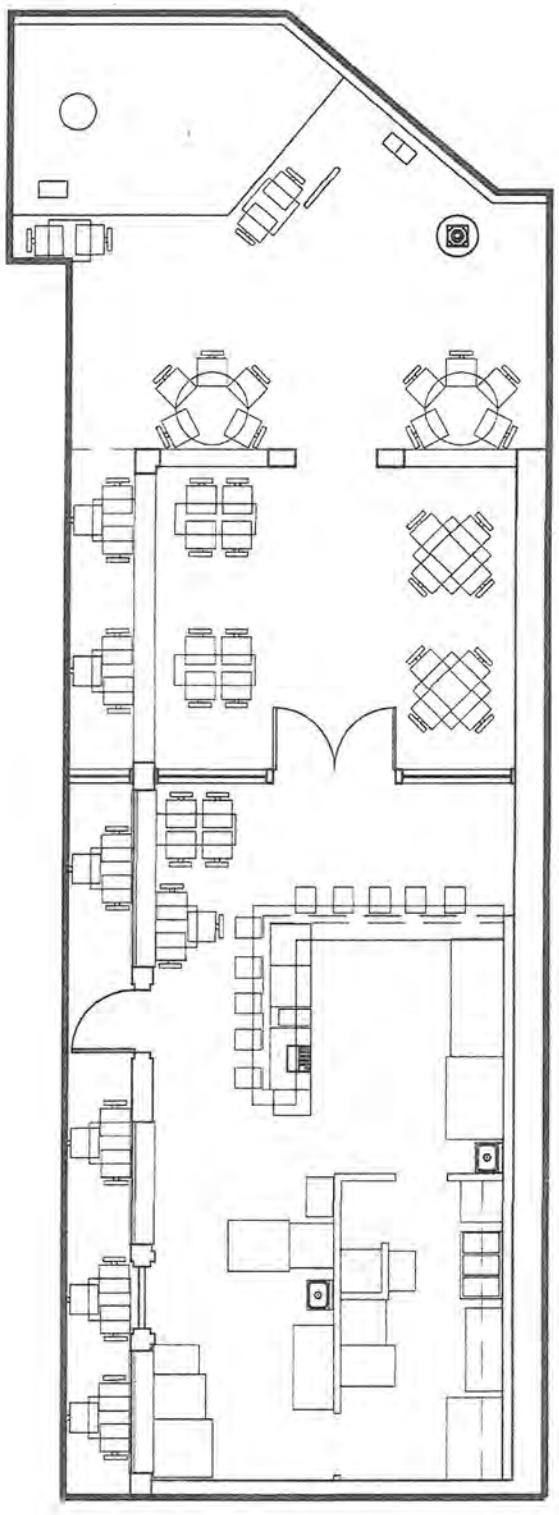
PROJECT: OLD MAIN STREET MASTER SEATING PLAN

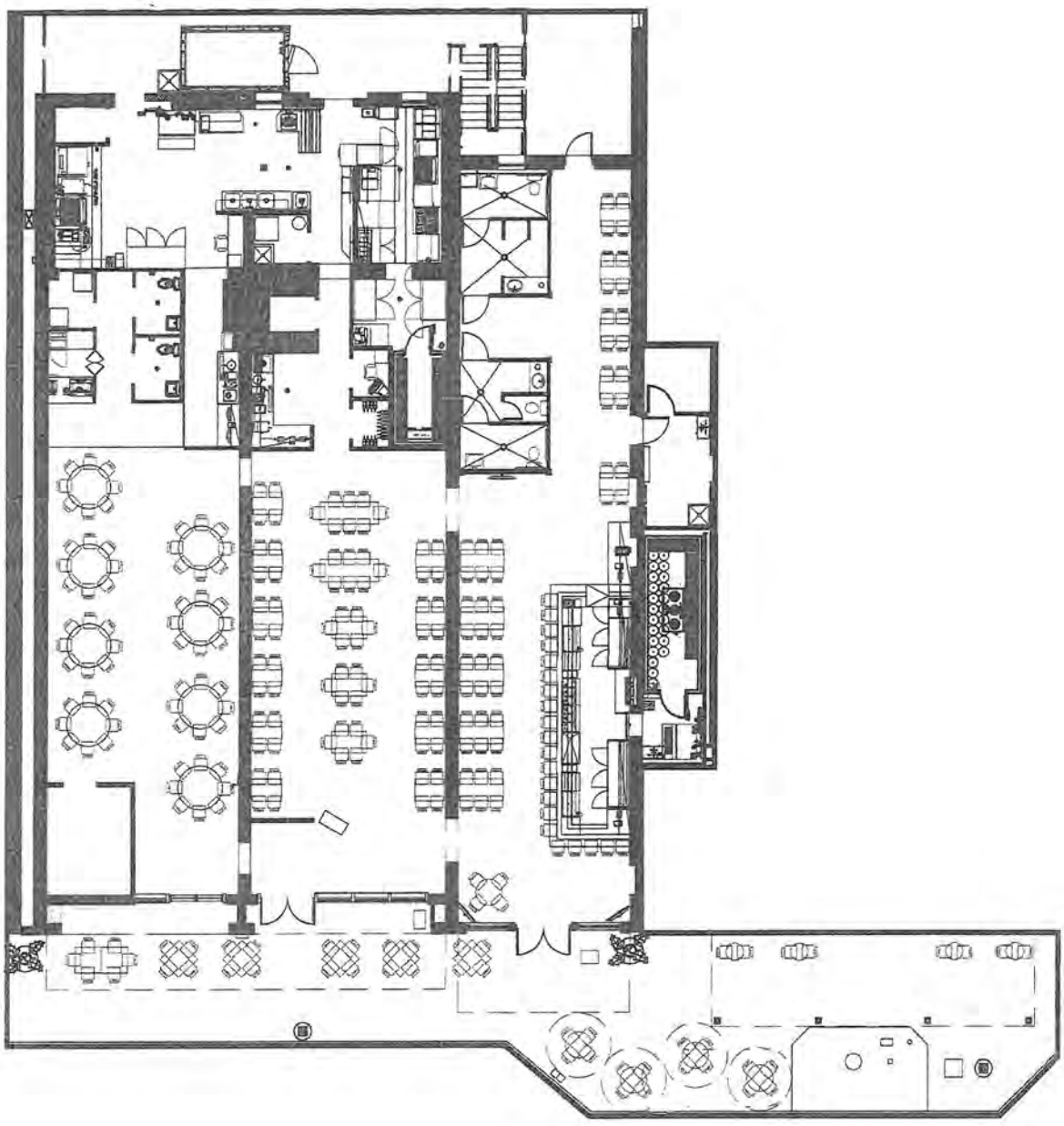
DRAWING TITLE: ARCHITECTURAL SITE PLAN

PROJECT NO. 2401

DRAWING NO. A.1.1







LANCASTER
TABLE & SEATING



Lancaster Table & Seating Alloy Series Onyx Black Outdoor Backless Barstool

#164BMBKLSBLK

Item #: 164BMBKLSBLK Qty: _____

Project: _____

Approval: _____ Date: _____



Features

- Rust-resistant steel construction with e-coat sealant and onyx black powder coat
- Perfect for bar and raised table seating
- Ample 400 lb. weight capacity
- Designed for use indoors and outdoors
- Stackable with other Lancaster Table & Seating Alloy backless bar stools for space-saving storage

Certifications

Stackable Fully Assembled

Width	16 1/2 Inches
Depth	16 1/2 Inches
Height	30 1/8 Inches
Seat Width	12 Inches
Seat Depth	12 Inches
Height Style	Bar Height
Seat Height	30 1/8 Inches
Arms	Without Arms
Assembled	Fully Assembled
Back	Without Back

© 2024 Lancaster Table & Seating

Capacity	400 lb.
Features	E-Coat Sealant Powder Coated Stackable
Finish	Powder-Coated
Frame Color	Black
Frame Material	Metal Steel
Padded Seat	Without Padded Seat
Product Line	Lancaster Table & Seating Alloy Series
Seat Color	Black
Seat Material	Metal Steel
Seat Type	Drain Hole
Style	Backless
Type	Stools
Usage	Indoor Outdoor

Plan View



© 2024 Lancaster Table & Seating

Notes & Details

Take your modern restaurant, cafe, or bistro to the next level with this Lancaster Table & Seating Alloy Series onyx black outdoor backless barstool! This stool is made of durable steel and double coated to withstand years of use. The onyx black color adds a sleek, modern touch to any setting and is sure to be a contemporary design choice that guests love. Comfortable and stylish, this strong yet light weight stool is an excellent choice for your indoor or outdoor dining area. To save time and hassle, this barstool ships fully assembled.

Ready to withstand daily outdoor use, this stool is constructed of durable steel. It's then e-coated and powder coated for rust and corrosion resistance as well as extra protection against everyday wear and tear. The frame is reinforced with additional under-seat cross bracing to provide strength and stability without adding extra bulk or weight to this sleek design.

Boasting a 400 lb. weight capacity, this industrial barstool includes a footrest to reduce pressure on your customers' legs and lower backs. To ensure that your customers are free to enjoy your signature drinks, appetizers, entrees, and desserts, it features a comfortable seat with a raised, rounded lip for a sleek, minimalist look. In addition to being stylish and durable, this light weight stool is also easy to move and transport so you can quickly reconfigure your dining space and easily clean up at the end of the night. It can be used indoors during the off-season then transferred outdoors as the weather gets nicer!

This stool can even be stacked with up to six other Lancaster Table & Seating Alloy Series outdoor backless barstools to maximize storage space! With a wide variety of color options to choose from, you'll be able to mix and match to create a vibrant seating arrangement in your establishment. This low-maintenance stool features protective glides that help keep floor surfaces in pristine condition. Plus, the drain hole ensures that water won't pool on the seat, helping it to dry faster after washing or accidental spills.

⚠ **WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.p65warnings.ca.gov.

© 2024 Lancaster Table & Seating

LANCASTER
TABLE & SEATING



Lancaster Table & Seating Alloy Series Onyx Black Outdoor Cafe Chair

#164CMCAFEBLK

Item #: 164CMCAFEBLK Qty: _____

Project: _____

Approval: _____ Date: _____





Features

- Rust-resistant steel construction with e-coat sealant and onyx black powder coat
- Ample 400 lb. weight capacity
- Reinforced frame with under-seat cross bracing enhances strength and stability
- Designed for use indoors and outdoors
- Stackable with other Lancaster Table & Seating Alloy cafe chairs for space-saving storage

Certifications

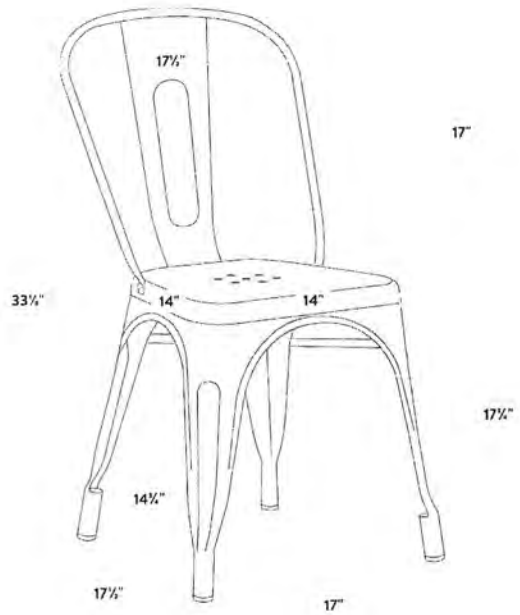
Stackable Fully Assembled

Width	17 1/2 Inches
Depth	17 1/2 Inches
Height	33 1/8 Inches
Seat Width	14 Inches
Seat Depth	14 Inches
Back Height	17 Inches
Height Style	Standard Height
Seat Height	17 3/4 Inches
Arms	Without Arms
Assembled	Fully Assembled

© 2024 Lancaster Table & Seating

Back	With Back
Back Color	Black
Back Material	Metal
Capacity	400 lb.
Features	E-Coat Sealant Powder Coated Stackable
Finish	Powder-Coated
Frame Color	Black
Frame Material	Metal Steel
Installation Type	Freestanding
Padded Seat	Without Padded Seat
Product Line	Lancaster Table & Seating Alloy Series
Seat Color	Black
Seat Material	Metal Steel
Seat Type	Drain Hole
Style	Cafe and Side Chairs Side Chair
Type	Chairs
Usage	Indoor Outdoor

Plan View



© 2024 Lancaster Table & Seating

Notes & Details

Take your modern restaurant, cafe, or bistro to the next level with this Lancaster Table & Seating Alloy Series onyx black outdoor cafe chair! This chair is made of durable steel and double coated to withstand years of use. The onyx black color adds a sleek, modern touch to any setting and is sure to be a contemporary design choice that guests love. Comfortable and stylish, this strong yet lightweight chair is an excellent choice for your indoor or outdoor dining area. To save time and hassle, this chair ships fully assembled.

Ready to withstand daily outdoor use, this chair is constructed of durable steel. It's then e-coated and powder coated for rust and corrosion resistance as well as extra protection against everyday wear and tear. The frame is reinforced with additional under-seat cross bracing to provide strength and stability without adding extra bulk or weight to this sleek design.

This industrial chair boasts a 400 lb. weight capacity. To ensure that your customers are free to enjoy your signature drinks, appetizers, entrees, and desserts, it features a supportive back and comfortable seat with rounded corners for a sleek, minimalist look. In addition to being stylish and durable, this lightweight chair is also easy to move and transport so you can quickly reconfigure your dining space and easily clean up at the end of the night. It can be used indoors during the off-season then transferred outdoors as the weather gets nicer!

This chair can even be stacked with up to six other Lancaster Table & Seating Alloy Series outdoor cafe chairs to maximize storage space! With a wide variety of color options to choose from, you'll be able to mix and match to create a vibrant seating arrangement in your establishment. This low-maintenance chair features protective glides that help keep floor surfaces in pristine condition. Plus, the drain holes ensure that water won't pool on the seat, helping it to dry faster after washing or accidental spills.

⚠ **WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.p65warnings.ca.gov.

© 2024 Lancaster Table & Seating

LANCASTER
TABLE & SEATING



Lancaster Table & Seating Alloy Series 32" x 32" Onyx Black Bar Height Outdoor Table

#164BA3232BLK

Item #: 164BA3232BLK Qty: _____

Project: _____

Approval: _____ Date: _____





Features

- Designed for use indoors and outdoors
- E-coat sealant and onyx black powder coat for rust and corrosion resistance
- 32" x 32" square shape and bar height fits a variety of settings
- Durable steel construction is perfect for long-term use
- Easy to assemble and lightweight enough to move around for special events

Certifications

Seating Capacity: 4

Technical Data	
Length	31 1/2 Inches
Width	31 1/2 Inches
Height	42 Inches
Height Style	Bar Height
Assembled	Assembly Required
Color	Black
Features	E-Coat Sealant Powder Coated
Frame Material	Steel
Installation Type	Freestanding

© 2024 Lancaster Table & Seating

Shape	Square
Table Seating Capacity	4 Chairs
Tabletop Material	Steel
Type	Tables
Usage	Indoor Outdoor

Plan View



Notes & Details

Take your modern restaurant, cafe, or bistro to the next level with this Lancaster Table & Seating Alloy Series 32" x 32" onyx black bar height outdoor table! This table is made of durable steel and double coated to withstand years of use. The onyx black color adds a sleek, modern touch to any setting and is sure to be a contemporary design choice that guests love. Comfortable and stylish, this strong yet lightweight bar height table is an excellent choice for your indoor or outdoor dining area. To save you money on shipping costs, this table ships unassembled. All required assembly hardware is included so you can quickly set it up in its proper space and let your guests enjoy!

Ready to withstand daily outdoor use, this table is constructed of durable steel. It's then e-coated and powder coated for rust and corrosion resistance as well as extra protection against everyday wear and tear. The sturdy base is reinforced with additional cross bracing to provide strength and stability without adding extra bulk or weight to this sleek design.

In addition to being stylish and durable, this lightweight table is also easy to move and transport so you can quickly reconfigure your dining space and easily clean up at the end of the night. It can be used indoors during the off-season then transferred outdoors as the weather gets nicer! Plus, cleaning is as easy as wiping the surface with a damp cloth and all-purpose cleaner.

Its 32" x 32" square surface is perfect for comfortably seating two to four guests while saving space on your patio. With a wide variety of color options to choose from, you'll be able to mix and match to create a vibrant seating arrangement in your establishment. This low-maintenance table features protective glides that help keep floor surfaces in pristine condition.

⚠ **WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.p65warnings.ca.gov.

© 2024 Lancaster Table & Seating

Grosfillex EXPERT

Havana Stacking Armchair



Back Height:	34"
Seat Height:	-
Arm Height:	17.5
Depth:	21.75"
Width:	18.5"

Product Specifications

Product Description	Reference Number	Color	UPC Code 014306	Weight Each (lbs.)	Master Pack	Master Pack Volume (cu. ft)
Havana Stacking Armchair	45903037	Bronze	912141	13.30	12	60.29
	US903037	Bronze	912141	12.42	4	21.60
	45903181	Taupe	929064	13.30	12	60.29
	US903181	Taupe	929064	12.42	4	21.60
	45903002	Charcoal	912172	13.30	12	60.29
	US903002	Charcoal	912172	12.42	4	21.60

Features & Benefits

Warranty: 3 Yrs.

- Tested in accordance with and passes each test procedure utilized in ASTM F 1561-96 Class B performance standard for commercial outdoor seating.
- A product of Grosfillex MPC Technology®
- Designer's Choice with a decorative wicker finish texture - front and back.
- Texture will not harbor dirt, germs, bacteria, nor fungi.
- Easy to clean with soap or a mild detergent and water.
- Rated to 300 lbs. for safe use in commercial environments.
- 1 1/4" square powder coated aluminum legs with hard wearing footpads for structural integrity.
- Stacks for easy storage.


Bronze


Taupe


Charcoal

Grosfillex EXPERT

Havana Barstool with Arms



Back Height:	46.5"
Seat Height:	30"
Arm Height:	-
Depth:	24"
Width:	19.5"

Product Specifications

Product Description	Reference Number	Color	UPC Code 014306	Weight Each (lbs.)	Master Pack	Master Pack Volume (cu. ft)
Havana Barstool with Arms	48260037	Bronze	923017	29.60	1	19.77
	US254181	Taupe	929057	29.60	1	19.77
	48260002	Charcoal	923048	29.60	1	19.77

Features & Benefits

Warranty: 3 Yrs.

- Tested and certified in compliance with the ASTM F 1561-03 Class B performance standard for commercial use.
- Barstool with armrests for extra comfort!
- All-Weather Wicker performance, without the maintenance!
- A product of Grosfillex MPC Technology®
- Rated to 300 lbs. for safe use in commercial areas.
- Texture will not harbor dirt, sand, food, bacteria nor fungi.
- Easy to clean with soap and mild detergent and water.
- 1 1/4" square powder coated aluminum legs with hard wearing footpads for structural integrity.
- Color-fast - no resin strand to unravel.
- Made in the U.S.A. from U.S. and imported parts.


Bronze


Taupe


Charcoal



Grosfillex EXPERT

Ibiza 46" Round Pedestal Table



Product Specifications

Product Description	Reference Number	Color	UPC Code 014308	Weight Each (lbs.)	Master Pack	Master Pack Volume (cu. ft)
Ibiza 46" Round Pedestal Table	US526704	White	704524	27.80	1	8.38
	US526766	Sandstone	705200	27.80	1	8.38
	US526778	Amazon Green	704548	27.80	1	8.38

Features & Benefits

Warranty: 1 Yr.

- The ideal poolside table!
- Sits up to 6 people comfortably.
- Made of 100% prime resin, a material impervious to salt air, chlorine and most common stains.
- "Tulip" resin base with a broad base span for increased stability—designed for use with the Grosfillex 35 lb. table umbrella base and optional 35 lb. base ring, or the resin umbrella base with filling cap.
- Umbrella hole with cap to fit all Grosfillex umbrellas with 1 1/2" pole.
- High resin table edge to resist impact and chipping.
- Easy to clean with soap and water, a mild solution of chlorine bleach and water, or even pool water.
- Easy to assemble.



GLOBAL INDUSTRIAL
We can supply that.

Sales: 1.888.978.7759

Model: WB695518

EXCLUSIVE BRANDS BESTSELLER

Global Industrial™ Outdoor Resin Stacking Chair, White - Pkg Qty 4

★★★★★ (1)

Available on or around 07/16/2024

Product Description

Global Industrial™ Outdoor Resin Stacking Chairs, pack of 4

Global Industrial. Traditional resin stack chairs are great for restaurants, hotels, homes and other outdoor gathering areas. Made of polypropylene, these outdoor stack chairs are ASTM F1561-03 Class B certified and rated with a 300 lb. weight capacity. Safe for outdoor commercial environments, these stack chairs resist harsh weather environments, pool side chemicals and most common food stains. Easy to clean and stackable for easy storing. Sold

in a set of 4.

Overall Dimensions: 24-1/2"W x 22-3/4"D x 34"H
Stacked Dimensions: 24-1/2"W x 22-3/4"D x 40-3/4"H

Specifications

Weights & Dimensions

Width	24-1/2 in
Depth	22-3/4 in
Height	34 in
Weight Capacity	300 lbs
Seat Height	34 in

Product Details

Assembly Required	No
Type	Dining Chair
Frame Color Family	White
Stackable	Yes
Seat Color Family	White
Arm Type	Fixed
Package Quantity	4
Description	Resin Stack Chair
Frame Material	Resin
Manufacturers Part Number	695518
Back Style	Fan Back
Seat Material	Resin

SIDEWALK CAFÉ PERMIT

FURNITURE

- All furniture to be placed on the public sidewalk shall be commercially manufactured for that purpose.
- Manufacturers spec sheets and photos are included with this application.
- Placement of furniture shall be in the locations shown on the permit application site plan.

NON-BUSINESS HOURS SECURED AREA

- Tables and chairs to remain on the public sidewalk during non-business hours shall be in a designated location as shown on the permitted site plan.
- Tables and chairs shall be cable locked in a way which will not allow their use.



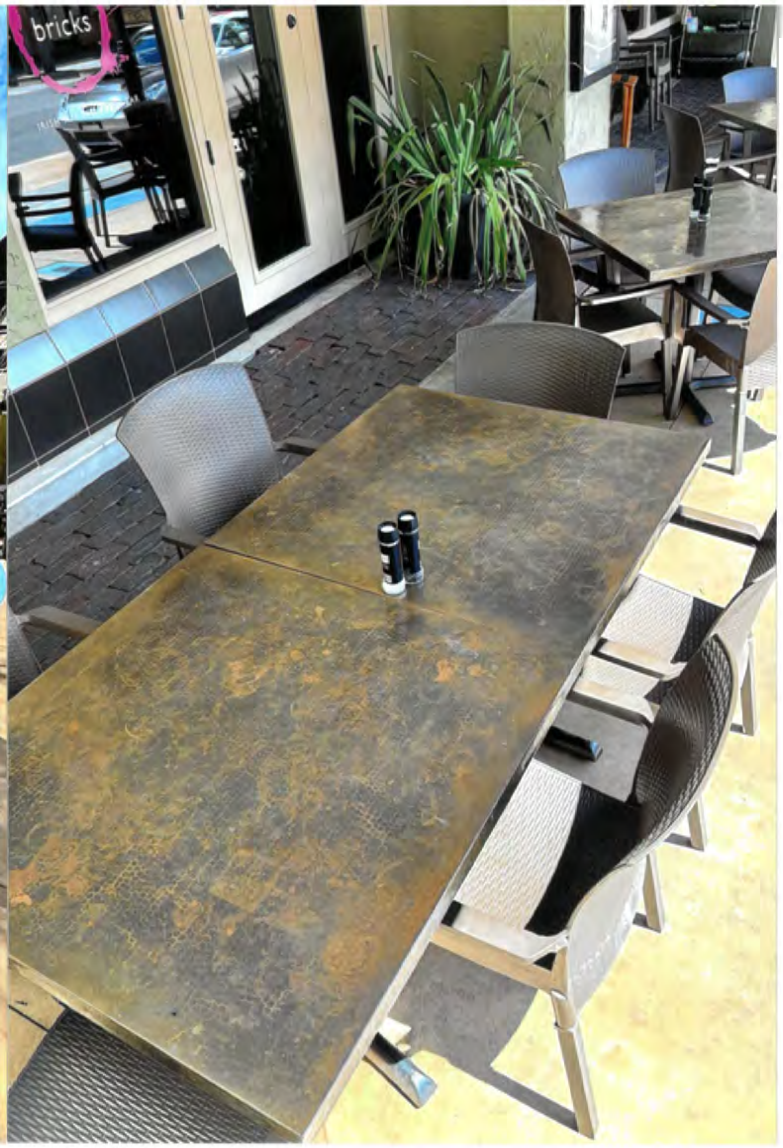





FIRE
DEPT
CONNECTION


RIPPEY BUILDING




bricks


Pressed Cubans







INSTRUCTIONS FOR COMPLETING
DBPR ABT – 6029
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO
APPLICATION FOR EXTENSION OR AMENDED SKETCH OF LICENSED PREMISES

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

GENERAL REQUIREMENTS

This application must be submitted for approval when changes are made to the licensed premises whether the extension is permanent or temporary.

Please complete all information. Incomplete applications will be returned. All questions are applicable and must be answered fully and truthfully.

You must provide an original application and a copy of all supporting documentation. All signatures must be original.

APPLICATION REQUIREMENTS

Applicants for Temporary Extension of Premises Permits must submit the application at least seven (7) days prior to the first date of the event to insure the permit is issued by the event date.

Zoning Approval – Applies to Permanent or Temporary Extension of Premises Only
Zoning approval is executed by the city or county zoning authority in which the business to be licensed is located. This application is to be taken to the Zoning Department (City or County) that governs the location of your business.

Health Approval – Applies to Permanent Extension of Premises Only
Health approval is required on all applications for consumption on the premises. Businesses that serve food or are located on premises licensed by the Division of Hotels and Restaurants, must obtain approval from that division. Businesses that do not serve food must contact the County Health Authority or the Department of Health. Food service establishments located in grocery and convenience stores, bakeries or delicatessens must contact the Department of Agriculture and Consumer Services.

Note: Health Approval is not required for a temporary extension of the licensed premises or amended sketch of the licensed premises.

Affidavit of Applicant
Read and sign in the presence of a notary. The affidavit must be signed by the individual applicant, each partner of a general partnership, a general partner of a general partnership of a limited partnership, a managing member, manager, or officer of a limited liability company, each partner of a limited liability partnership, or one of the officers of a corporate applicant.

Sketch of Premises
A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. Include any outside areas where alcoholic beverages will be sold, consumed, or served. **Due to the difficulty of scanning, no blueprints are accepted.**

Amended Sketch of Premises
A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. **Changes may be made to the interior of the existing premises only; no additional rooms may be added.**

Note: Zoning Approval is not required for an amended sketch of premises.

APPLICATION CHECKLIST

Select the appropriate transaction below and comply with the corresponding application requirements.

TRANSACTION	APPLICATION REQUIREMENTS
Extension of Licensed Premises	❑ Complete DBPR ABT-6029 Division of Alcoholic Beverages and Tobacco Application for Extension or Amended Sketch of Licensed Premises ❑ Pay $100 fee for each temporary extension of licensed premises requested (make check payable to the Division of Alcoholic Beverages and Tobacco)
Amended Sketch	☑ Complete DBPR ABT-6029 Division of Alcoholic Beverages and Tobacco Application for Extension or Amended Sketch of Licensed Premises

DBPR ABT-6029 – Division of Alcoholic Beverages and Tobacco
Application for Extension or Amended Sketch of Licensed Premises

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DBPR Form
ABT-6029
Revised 02/2013

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED

Transaction Type:

- ☐ Temporary Extension
- ☒ Permanent Extension
- ☑ Amended Sketch

SECTION 2 - LICENSE INFORMATION

Licensee (as listed on alcoholic beverage license): Fav's Italian Cucina INC.			
Business Name (D/B/A): Fav's Italian Cucina INC			
Location Address (Street): 419 12th St W.			
City: Bradenton	County: Manatee	State: FL	Zip Code: 34205
Alcoholic Beverage License Number: BEV 5102348	Series: 2COP	Type/Class:	
Business Telephone Number: 941-708-3287 ext.	Email Address (Optional): Imfavasuli@gmail.com		

FOR TEMPORARY EXTENSIONS ONLY:

Date(s) of Extension:

ABT District Office Received / Date Stamp

SECTION 3 - ZONING APPROVAL
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION
(This section only applies to a permanent or temporary extension of licensed premises)

Location Street Address 419 12th St W.

City	County		Zip Code
Bradenton	Manatee	FL	34205

Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?" ☑ Yes ☐ No

☑ The PERMANENT extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

☐ The TEMPORARY extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

Signed: _____ Title: _____ Date: _____

This approval is valid until _____

SECTION 4 - HEALTH
TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date 6-28-24

Title Safety and Sanitation Specialist

Agency DBPR

This approval is valid until 7-28-24

SECTION 5 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A) Fav's Italian Cucina Inc.

"I, the undersigned individually, or if a registered legal entity for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes that the foregoing information is true and correct."

If applying for a temporary extension, check the box to confirm the following statement:
☑ **"I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."**

STATE OF Florida

COUNTY OF Manatee

Michael F. Favasuli
APPLICANT SIGNATURE

APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR (✓) Acknowledged Before me this 15th Day of July, 2024, By Michael F. Favasuli who is (✓) personally known to me OR ( ) who produced _____ as identification.
(print name(s) of person(s) making statement)

Kristen Merritt
Notary Public

Commission Expires: 05-07-2027

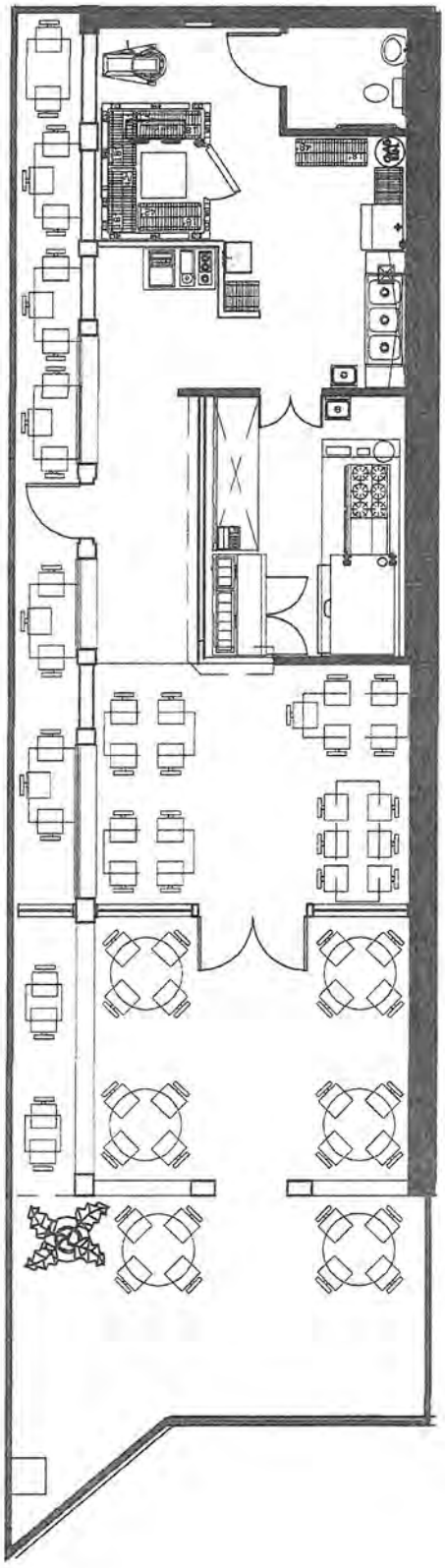
KRISTEN A. MERRITT
Notary Public - State of Florida
Commission # HH 395024
My Comm. Expires May 7, 2027
Bonded through National Notary Assn.

SECTION 6 – DESCRIPTION OF PREMISES TO BE LICENSED

Business Name (D/B/A) Fav's Italian Cucina INC

1.	Yes ☐	No ☒	Is the proposed premises movable or able to be moved?
2.	Yes ☐	No ☒	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes ☐	No ☒	Are there more than 3 separate rooms or enclosures with permanent bars or counters?
4.	Yes ☐	No ☐	Is the business located within a Specialty Center? If yes, check the applicable statute: ☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S.

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.



INSTRUCTIONS FOR COMPLETING
DBPR ABT – 6029
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO
APPLICATION FOR EXTENSION OR AMENDED SKETCH OF LICENSED PREMISES

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

GENERAL REQUIREMENTS

This application must be submitted for approval when changes are made to the licensed premises whether the extension is permanent or temporary.

Please complete all information. Incomplete applications will be returned. All questions are applicable and must be answered fully and truthfully.

You must provide an original application and a copy of all supporting documentation. All signatures must be original.

APPLICATION REQUIREMENTS

Applicants for Temporary Extension of Premises Permits must submit the application at least seven (7) days prior to the first date of the event to insure the permit is issued by the event date.

Zoning Approval – Applies to Permanent or Temporary Extension of Premises Only
Zoning approval is executed by the city or county zoning authority in which the business to be licensed is located. This application is to be taken to the Zoning Department (City or County) that governs the location of your business.

Health Approval – Applies to Permanent Extension of Premises Only
Health approval is required on all applications for consumption on the premises. Businesses that serve food or are located on premises licensed by the Division of Hotels and Restaurants, must obtain approval from that division. Businesses that do not serve food must contact the County Health Authority or the Department of Health. Food service establishments located in grocery and convenience stores, bakeries or delicatessens must contact the Department of Agriculture and Consumer Services.

Note: Health Approval is not required for a temporary extension of the licensed premises or amended sketch of the licensed premises.

Affidavit of Applicant
Read and sign in the presence of a notary. The affidavit must be signed by the individual applicant, each partner of a general partnership, a general partner of a general partnership of a limited partnership, a managing member, manager, or officer of a limited liability company, each partner of a limited liability partnership, or one of the officers of a corporate applicant.

Sketch of Premises
A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. Include any outside areas where alcoholic beverages will be sold, consumed, or served. **Due to the difficulty of scanning, no blueprints are accepted.**

Amended Sketch of Premises
A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. **Changes may be made to the interior of the existing premises only; no additional rooms may be added.**

Note: Zoning Approval is not required for an amended sketch of premises.

APPLICATION CHECKLIST

Select the appropriate transaction below and comply with the corresponding application requirements.

TRANSACTION	APPLICATION REQUIREMENTS
Extension of Licensed Premises	❑ Complete DBPR ABT-6029 Division of Alcoholic Beverages and Tobacco Application for Extension or Amended Sketch of Licensed Premises ❑ Pay $100 fee for each temporary extension of licensed premises requested (make check payable to the Division of Alcoholic Beverages and Tobacco)
Amended Sketch	❑ Complete DBPR ABT-6029 Division of Alcoholic Beverages and Tobacco Application for Extension or Amended Sketch of Licensed Premises

DBPR ABT-6029 – Division of Alcoholic Beverages and Tobacco
Application for Extension or Amended Sketch of Licensed Premises

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DBPR Form ABT-6029
Revised 02/2013

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED

Transaction Type:
☐ Temporary Extension
☑ Permanent Extension
☑ Amended Sketch

SECTION 2 - LICENSE INFORMATION

Licensee (as listed on alcoholic beverage license): MACS INC

Business Name (D/B/A): Jennings Downtown Provisions

Location Address (Street): 417 12th St. W. Suite 101

City: Bradenton | County: Manatee | State: FL | Zip Code: 34205

Alcoholic Beverage License Number: BEV 5103518 | Series: 2 COP | Type/Class: BEER/WINE

Business Telephone Number: 941-779-6876 ext. or cell 941-896-5450 | Email Address (Optional):

FOR TEMPORARY EXTENSIONS ONLY:
Date(s) of Extension:

ABT District Office Received / Date Stamp

SECTION 3 - ZONING APPROVAL
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION
(This section only applies to a permanent or temporary extension of licensed premises)

Location Street Address 417 12th St W, Suite 101

City	County		Zip Code
Bradenton	Manatee	FL	34205

Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?" ☑ Yes ☐ No

☐ The PERMANENT extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

☐ The TEMPORARY extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

Signed: _____ Title: _____ Date: _____

This approval is valid until _____

SECTION 4 - HEALTH
TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date 7-11-2024

Title Safety and Sanitation Specialist

Agency DBPR

This approval is valid until 8-10-2024

SECTION 5 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A) Jennings Downtown Provisions

"I, the undersigned individually, or if a registered legal entity for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes that the foregoing information is true and correct."

If applying for a temporary extension, check the box to confirm the following statement:
☐ **"I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."**

STATE OF Florida

COUNTY OF Manatee

[signature]
APPLICANT SIGNATURE

APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR (✓) Acknowledged Before me this 11th Day of July, 2024, By Marc Cripe who is (✓) personally known to me OR ( ) who produced _____ as identification.
(print name(s) of person(s) making statement)

[signature]
Notary Public

Commission Expires: 05/07/2027

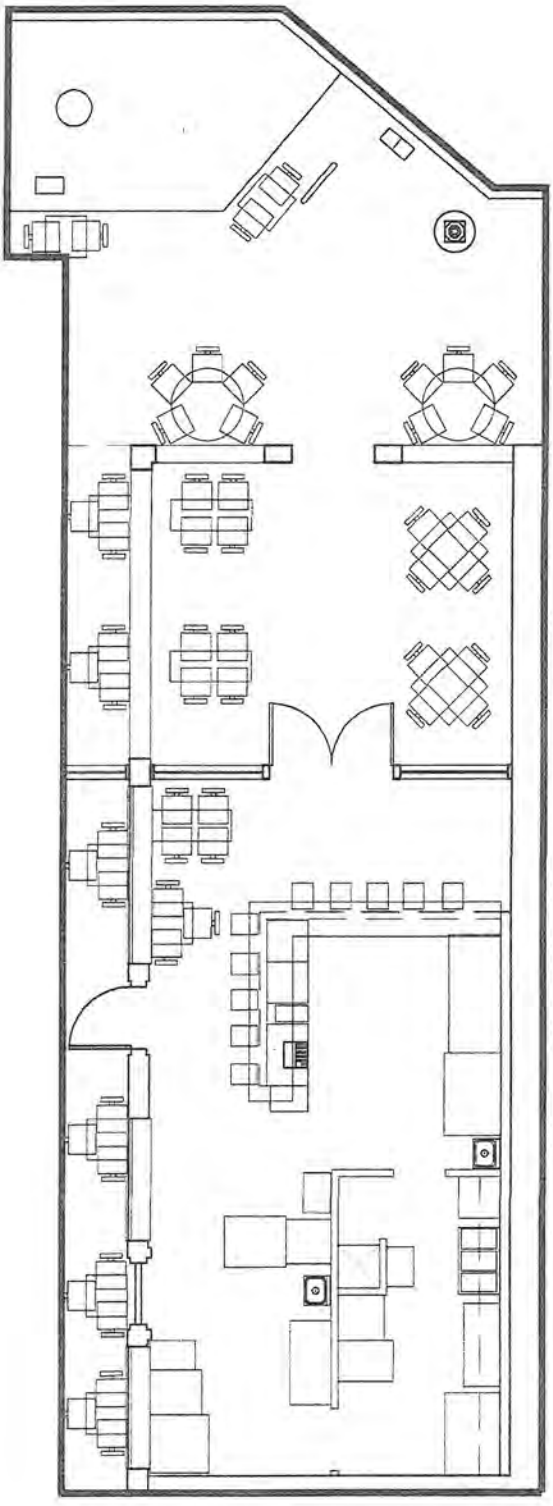
KRISTEN A. MERRITT
Notary Public - State of Florida
Commission # HH 395024
My Comm. Expires May 7, 2027
Bonded through National Notary Assn.

SECTION 6 – DESCRIPTION OF PREMISES TO BE LICENSED

Business Name (D/B/A) Jennings Downtown Provisions

1.	Yes ☐	No ☑	Is the proposed premises movable or able to be moved?
2.	Yes ☐	No ☑	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes ☐	No ☑	Are there more than 3 separate rooms or enclosures with permanent bars or counters?
4.	Yes ☐	No ☑	Is the business located within a Specialty Center? If yes, check the applicable statute: ☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S.

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.



DBPR ABT-6029 – Division of Alcoholic Beverages and Tobacco
Application for Extension or Amended Sketch of Licensed Premises

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DBPR Form ABT-6029 Revised 02/2013

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED

Transaction Type:
☐ Temporary Extension
☐ Permanent Extension
☒ Amended Sketch

SECTION 2 - LICENSE INFORMATION

Licensee (as listed on alcoholic beverage license)
O'BRICKS IRISH PUB LLC

Business Name (D/B/A)
O'BRICKS IRISH PUB & MARTINI BAR

Location Address (Street)
427 12TH. ST. W.

City	County	State	Zip Code
BRADENTON	MANATEE	FL	34205

Alcoholic Beverage License Number	Series	Type/Class
BEV5102273	4COP	

Business Telephone Number	Email Address (Optional)
941. 896. 8860 ext.	

FOR TEMPORARY EXTENSIONS ONLY:
Date(s) of Extension:

ABT District Office Received / Date Stamp

Auth. 61A-5.0017

SECTION 3 - ZONING APPROVAL
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION
(This section only applies to a permanent or temporary extension of licensed premises)

Location Street Address: 427 12TH. ST. W.

City	County		Zip Code
BRADENTON	MANATEE	FL	34205

Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?" ☒ Yes ☐ No

☒ The PERMANENT extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

☐ The TEMPORARY extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

Signed: _____ Title: _____ Date: _____

This approval is valid until _____

SECTION 4 - HEALTH
TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date 6-28-24

Title SAFETY AND SANITATION SPECIALIST

Agency DBPR

This approval is valid until 7-28-2024

SECTION 5 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A)
O'Bricks Irish Pub, LLC

"I, the undersigned individually, or if a registered legal entity for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes that the foregoing information is true and correct."

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☐ **"I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."**

STATE OF FLORIDA

COUNTY OF MANATEE

_____
APPLICANT SIGNATURE

_____
APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR (✓) Acknowledged Before me this 27th Day of June, 2024 By Rick Williams who is (✓) personally
(print name(s) of person(s) making statement)

known to me OR ( ) who produced _____ as identification.

_____
Notary Public

Commission Expires: 05.07.2027

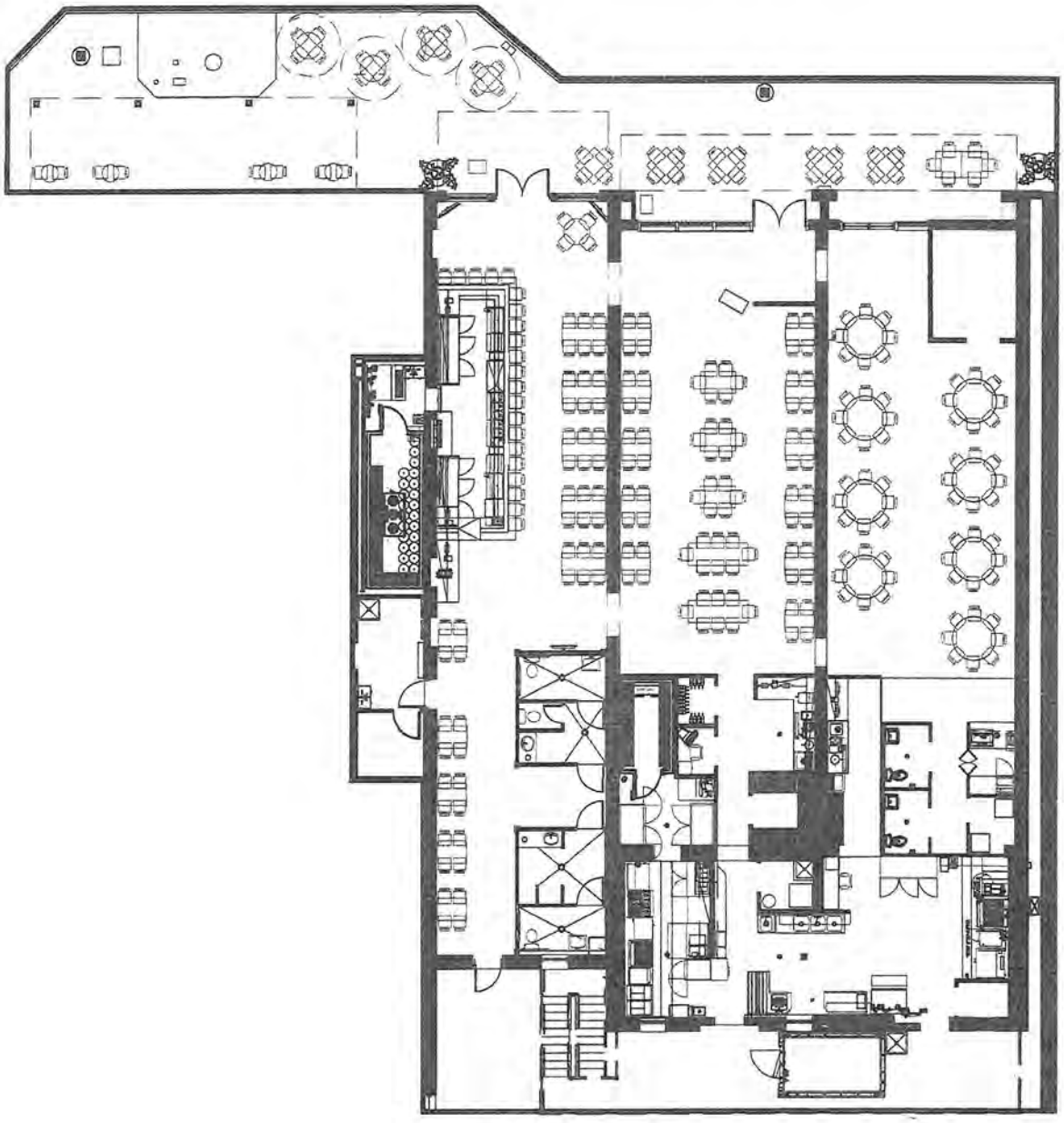
KRISTEN A. MERRITT
Notary Public - State of Florida
Commission # HH 395024
My Comm. Expires May 7, 2027
Bonded through National Notary Assn.

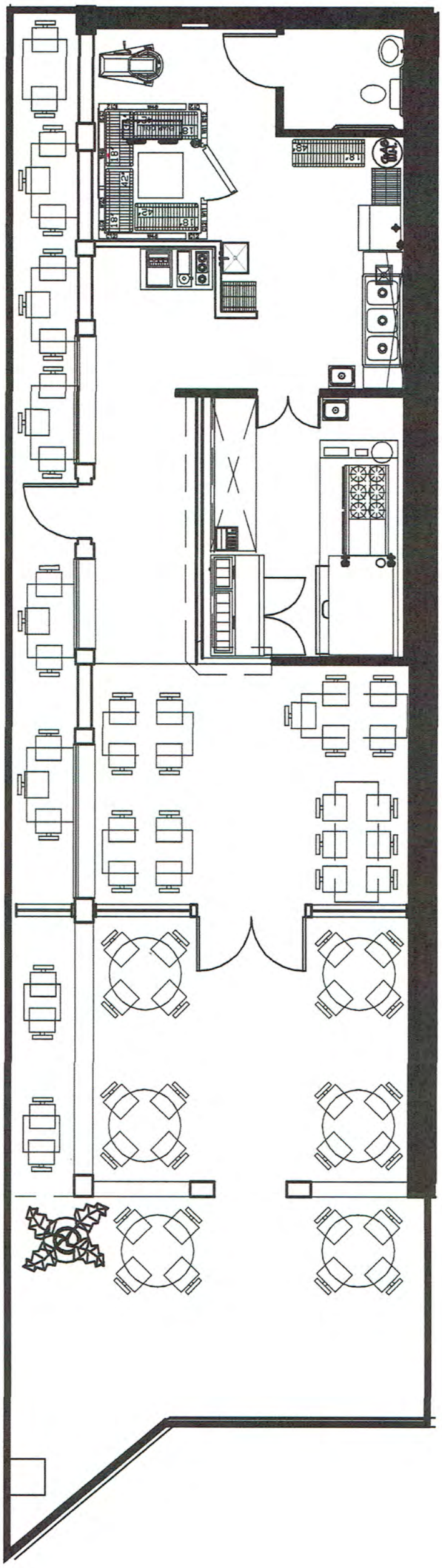
SECTION 6 – DESCRIPTION OF PREMISES TO BE LICENSED

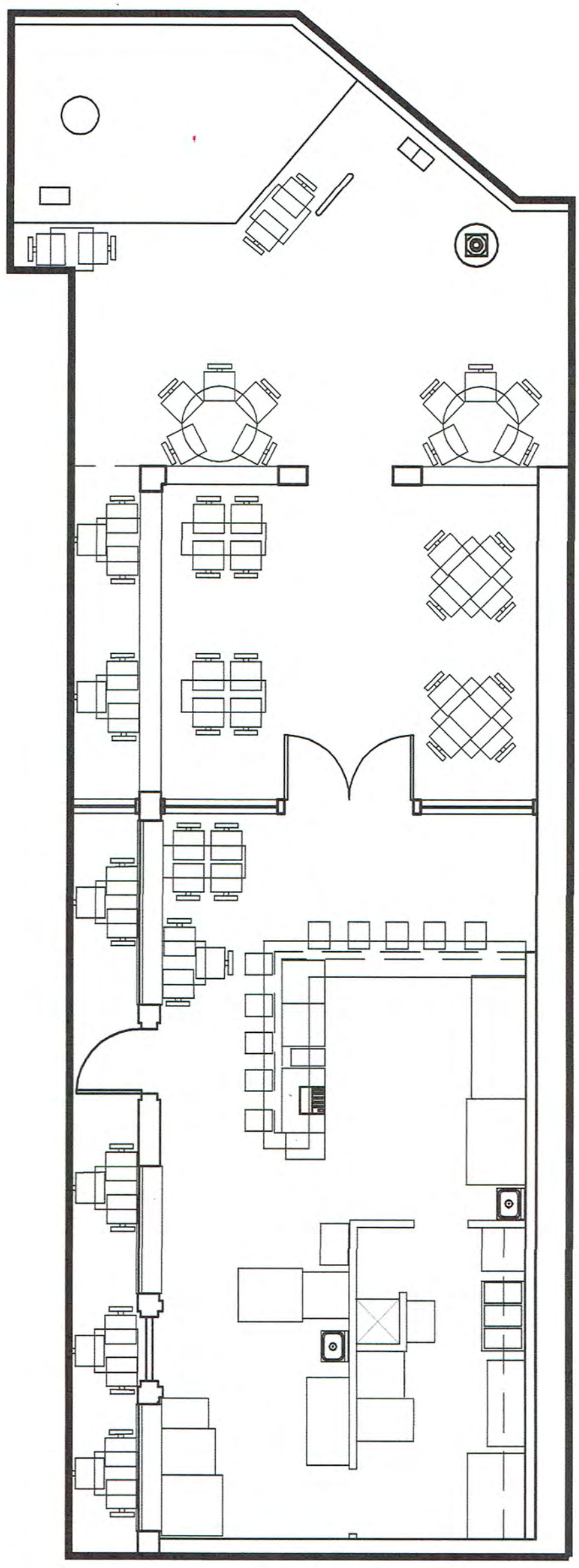
Business Name (D/B/A)

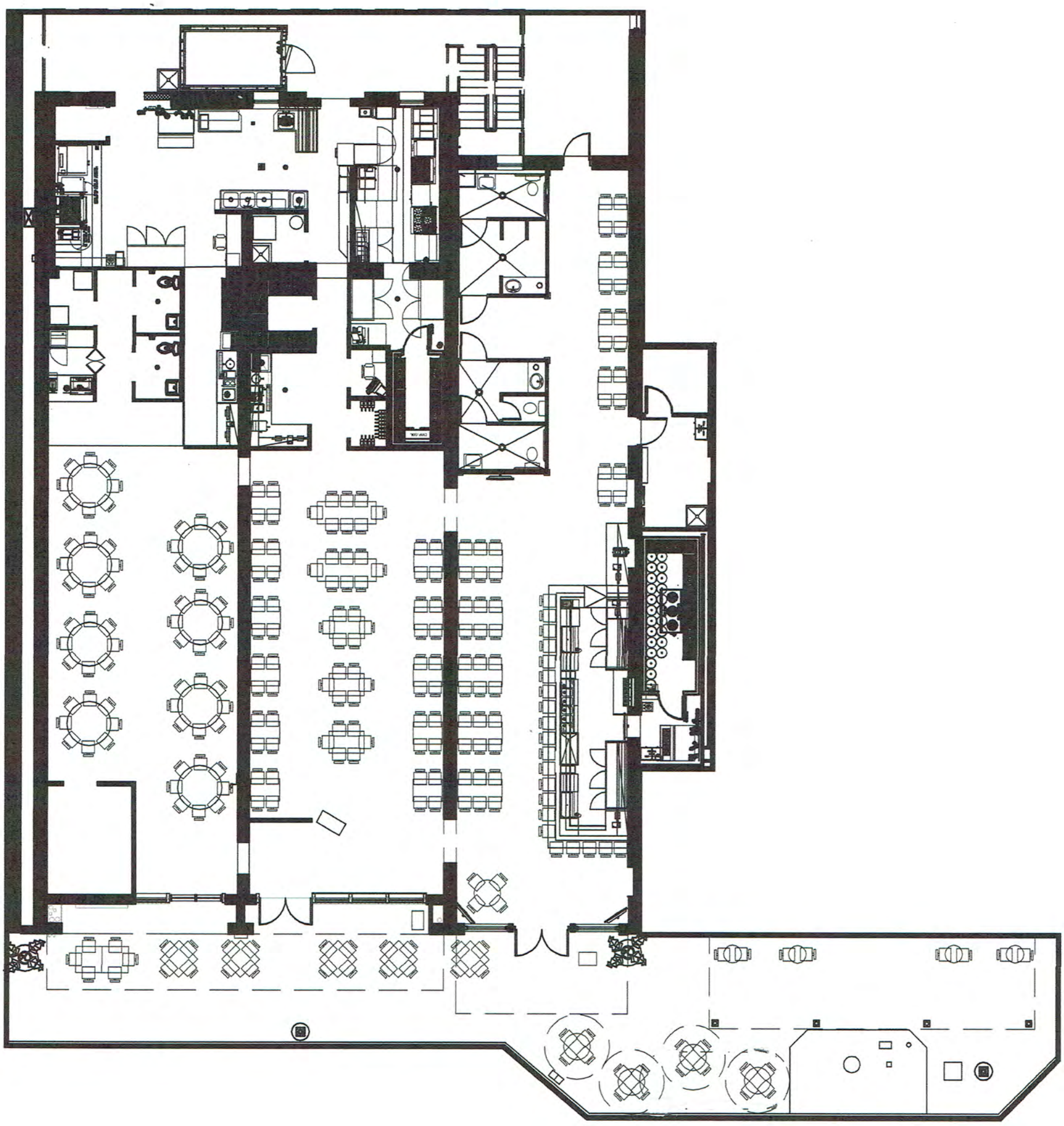
1.	Yes ☐	No ☒	Is the proposed premises movable or able to be moved?
2.	Yes ☐	No ☒	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes ☒	No ☐	Are there more than 3 separate rooms or enclosures with permanent bars or counters?
4.	Yes ☐	No ☒	Is the business located within a Specialty Center? If yes, check the applicable statute: ☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S.

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.









CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Belvitch	
Ben Brown Insurance Agency	PHONE (A/C, No, Ext): (941) 487-3502	FAX (A/C, No): (941) 365-3143
3731 S Tuttle Ave	E-MAIL ADDRESS: certificates@benbrownins.com	
Sarasota FL 34239-6410	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Southern Owners Insurance Co	10190
INSURED	INSURER B :	
Michael Carter and	INSURER C :	
The Carter Family Revocable Living Trust	INSURER D :	
435 West 12th Street	INSURER E :	
Bradenton FL 34205	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			20793675	12/15/2023	12/15/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 417-435 West 12th Street, Bradenton FL 34205

CERTIFICATE HOLDER

City of Bradenton Building Dept
101 Old Main Street
Bradenton FL 34205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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City of Bradenton
Planning and Community Development Department
City Council Public Hearing
November 6, 2024

Staff Report

Case Numbers:	SU.24.3129, SU.24.3621, and SU.24.3622
Res. Numbers:	24-76, 24-77, and 24-78
Applicant:	Michael W. Adams (agent)
Addresses:	417 12th Street West, 419 12th Street West, and 421-435 12th Street West
Parcel ID Nos:	3296100005, 3296900008, and 3297200002
Current Zoning:	T5 (Urban Center – Transect District)
Future Land Use:	URBCORE (Urban Core)
Flood Zone:	X

Surrounding Property Zoning:

Current Zoning:	North: T5 (Urban Center – Transect District) South: T6 (Urban Core – Transect District) East: T6 (Urban Core – Transect District) West: T5 (Urban Center – Transect District)
Future Land Use:	North: URBCORE (Urban Core) South: URBCORE (Urban Core) East: URBCORE (Urban Core) West: URBCORE (Urban Core)

Michael W. Adams of Mike Carter Construction Inc., agent for The Carter Family Revocable Living Trust, has submitted a Special Use application requesting permission to allow sidewalk cafés with alcohol sales at 417 12th Street West (Jennings Downtown Provisions), 419 12th Street West (FAVS Italian Cucina) and 421-435 12th Street West (O' Bricks).

While sidewalk cafés have been in place at the subject properties, the subject Special Use process will ensure compliance to the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

According to the submitted application materials, the proposed café areas will all be located on the sidewalk along 12th Street West. The following is a summary of each request.

Jennings Downtown Provisions:
- Number of Tables: 4
- Number of Seats: 14
- Bussing and Hostess Stations: No
- Will remove tables and seating from the sidewalk when the business is closed.

FAVS Italian Cucina:
- Number of Tables: 2
- Number of Seats: 8
- Bussing and Hostess Stations: No
- Will remove tables and seating from the sidewalk when the business is closed.

O' Bricks:
- Number of Tables: 14
- Number of Seats: 50
- Bussing and Hostess Stations: Yes (one of each)
- Requesting to allow for 4 tables with umbrellas and 16 chairs to remain on the sidewalk when the business is closed. The items will be cabled in a tight cluster rendering them unusable. The reason is due to their weight. The table lock-up area is shown on the submitted site plan.
- The number of seats (50) and the storing of furniture on the sidewalk during hours the business is closed may be applied as conditions of approval by the Planning Commission and City Council should the Commission and Council choose to do so.

Based on the submitted site plan, a minimum of 5' of traversable space for pedestrians to pass by the café areas will be provided, with the 5' dimension being measured from the perimeter of the table umbrellas. In addition, a minimum of 3' of clearance is being provided to all Fire Department Connections (FDC).

The subject properties are in the T5 Urban Center Transect District. According to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Café's with less than 20 seats are a permitted use. City Council approval may be required if there is the sale of alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LURs).

Table 4.7: Specific Function & Use.

	T3	T4-S	T4-R	T4-O	T5	T6	SD
Special Events			SU	SU	SU	SU	P
Retail Building				P	P	P	SU
Display Gallery				P	P	P	SU
Restaurant				P	P	P	SU
Kiosk				P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]				P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

As part of the application submittal packet, the applicant also included:
- Furniture Specifications.
- Certificate of Liability Insurance.

- Liquor licenses to be executed should the subject requests be approved, permanently extending the sale of alcohol onto the sidewalk café areas.

FORM BASED CODE REGULATIONS:

12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

COMPREHENSIVE PLAN:

Design Element:

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space and the Public Realm

The City shall consider inclusion of additional requirements for enhancements in the Land Development Regulations. Standards for enhancements to be considered include the following:

Public Streets

Public Streets should provide the primary vehicle and pedestrian circulation infrastructure for the City. Public and private development should use the existing street grid as a framework and should expand the public street network as necessary to provide connectivity between new and older development. Development of new and extended streets should generally be kept in scale with the existing street network found along Bradenton's waterfront including the Downtown and Old Manatee Village areas.

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity.

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide.

LAND USE REGULATIONS:

2.2.10 *Alcoholic beverage sale approval*. Administrative approval is allowable for all complete alcoholic beverage state license applications, except events proposed to be held on public property or requiring public services. The PCD director may require city council approval of certain alcoholic beverage license applications to

protect the public interest. Certain uses associated with alcoholic beverage licensing may require discretionary review pursuant to schedule 3.2.1.2. and shall comply with subsection 2.2.9.

2.2.10.1 Application. The application (paper or electronic media in a PDF format) must indicate the type of state license the business is to operate under, and be accompanied by a site plan showing all churches, day care facilities and schools within a 1,000-foot radius of the subject property boundary, as well as other information that may be required by the PCD director to sufficiently review the application per subsection 4.3.1. The application fee is set forth in appendix A.

2.2.10.2 Public notice. When required, public notice shall be given as per subsection 2.3.1.

2.2.10.3 Review and approval. The application shall be reviewed using the criteria in subsection 4.3 pursuant to schedule 2.3. Upon the granting of approval by city council, or if administrative approval is authorized, the PCD director shall sign the state alcoholic beverage vending license application.

3.3 Special Use Permits.

Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if in the specific instance the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The special use permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure.

4.3.1 *Alcoholic beverage sale approval.* The following are the criteria for review and approval of an application for alcoholic beverage sales (see section 2.2.9 for application requirements).

4.3.1.1 Approval shall not be granted for a site in a residential land use atlas district.

4.3.1.2 Approval shall not be granted on any site within 300 feet of any place of worship, day care center, or public or private elementary, middle, or high school. In accordance with F.S. § 562.45(2a) establishments licensed after July 1, 1999, or restaurants not meeting the 51 percent rule shall not be located within 500 feet of any such school. Such distance shall be measured from the main entrance of the applicant establishment, along the shortest route of pedestrian travel, to the main entrance of the principal

building of the place of worship or day care center, or to the nearest point on the school grounds.

4.3.1.3 Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.

4.3.1.4 Reasonable stipulations may be attached to an approval for the purpose of rendering the use compatible with surrounding land use. Stipulations may include, but are not limited to, restrictions on the hours of operation and the addition of buffer strips.

4.3.11 Sidewalk *café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalk approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible

with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS (LAND USE REGULATIONS):

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS):

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

Staff Response: It appears that the proposed use of a sidewalk café is suitable for the subject locations.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: It appears that access points will not be negatively impacted by the proposed use.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: No new buildings will be constructed as part of the proposed use.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: Requirement cannot be met due to the existing built environment.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: No new ingress and egress points are being proposed as part of the subject requests. The applicant is also proposing a minimum of 5′ of traversable space on the public sidewalk and 3′ to all Fire Department Connections (FDC).

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: It appears that the subject requests will not have any negative impacts on adjacent properties as far as smoke, glare, dust, vibrations, fumes, and pollution.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

   Staff Response: It appears that the subject requests will not affect the location and design of existing refuse and service areas.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: It appears that the subject requests will not affect or impact existing utilities.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: No screening, buffering or separation are being proposed as the area is a built environment.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: No new lighting or signage is being proposed as part of the subject requests. Should any lighting or signage be installed in the future, it shall be in accordance with the City of Bradenton's requirements.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: It appears that the subject requests will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

Staff Response: It appears that the area is adequate in size for the subject requests. The existing uses (sidewalk cafes) have been in place in the subject area. The subject requests are to ensure compliance to the Form Based Code and Land Use Regulations.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: It appears that the proposed requests are appropriate for the subject property and district.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

Staff Response: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the subject requests.

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed sidewalk cafés are consistent with the Comprehensive Plan as the Comprehensive Plan encourages walkability and non-auto-oriented uses.

** Please see the application materials for the applicant's response to the Review Criteria.

STAFF COMMENTS:

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.
2. It is the 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.

Resolution 24-76 | Case SU.24.3129
Jennings Downtown Provisions – 417 12th Street West.

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Resolution 24-76, Case SU.24.3129 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Resolution 24-77 | Case SU.24.3621
FAVS Italian Cucina – 419 12th Street West

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Resolution 24-77, Case SU.24.3621 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.

d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Resolution 24-78 | Case SU.24.3622
O' Bricks – 421-435 12th Street West

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 4-1) of Resolution 24-78, Case SU.24.3622 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 4 tables with umbrellas and 16 chairs may remain on the sidewalk when the business is closed. The items shall be cabled in a tight cluster rendering them unusable and shall be placed as shown on the site plan attached as Exhibit "B".
d. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

EXHIBITS:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Proposed Overall Project Site Layout

Exhibit E: Proposed Site Layout - Jennings Downtown Provision

Exhibit F: Proposed Site Layout – FAVS Italian Cucina

Exhibit G: Proposed Site Layout – O' Bricks

EXHIBIT "A"
Location Map



Sidewalk Café
owner: Michael M. Carter
417 thru 435 12th Street W (Old Main Street)
PIDs: 3296100005, 3296900008, 3297200002

Bradenton Department of
Planning and Community Development

Location
0 30 60 90
Yards

LEGEND
Subject Parcel
Other Parcels
Bradenton

EXHIBIT "B"
Future Land Use Map

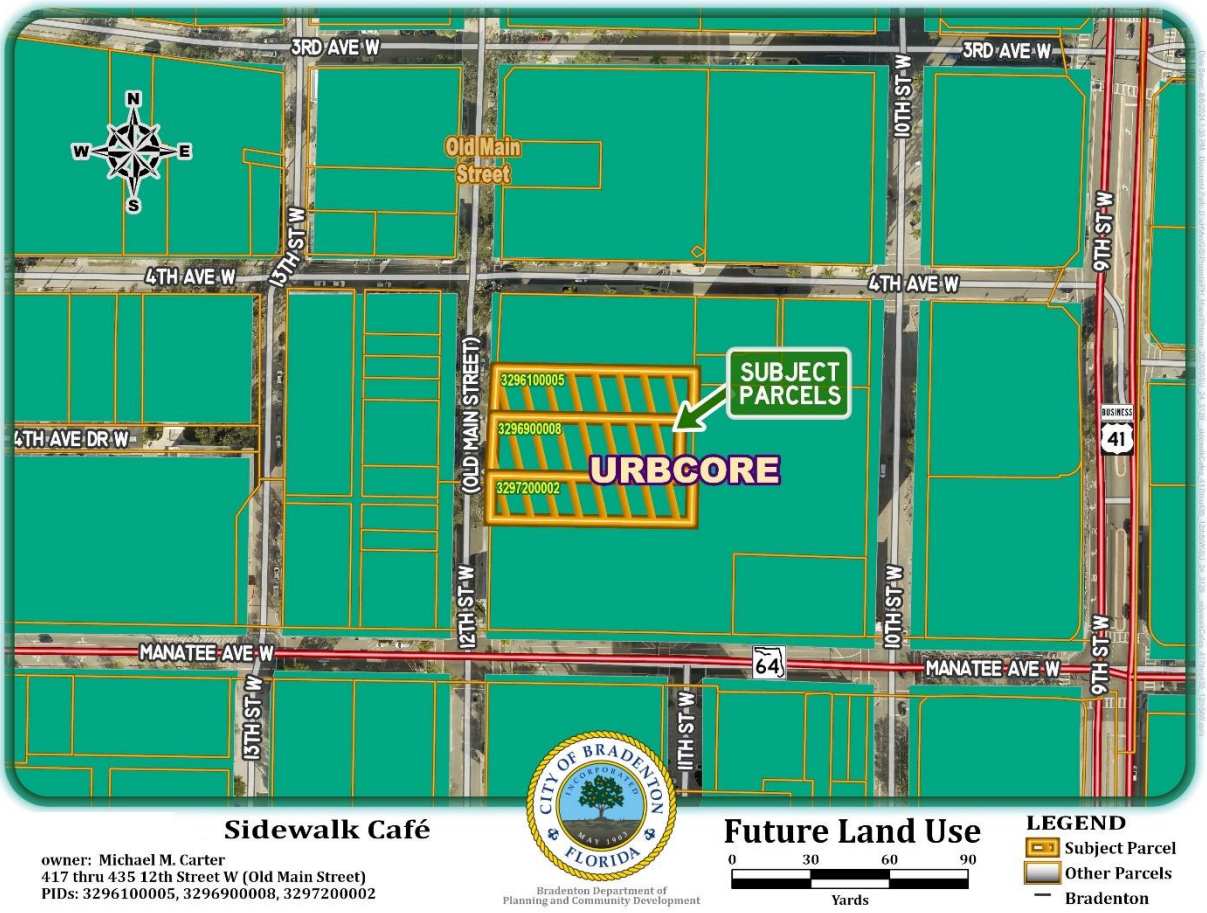


EXHIBIT "C"
Zoning Map

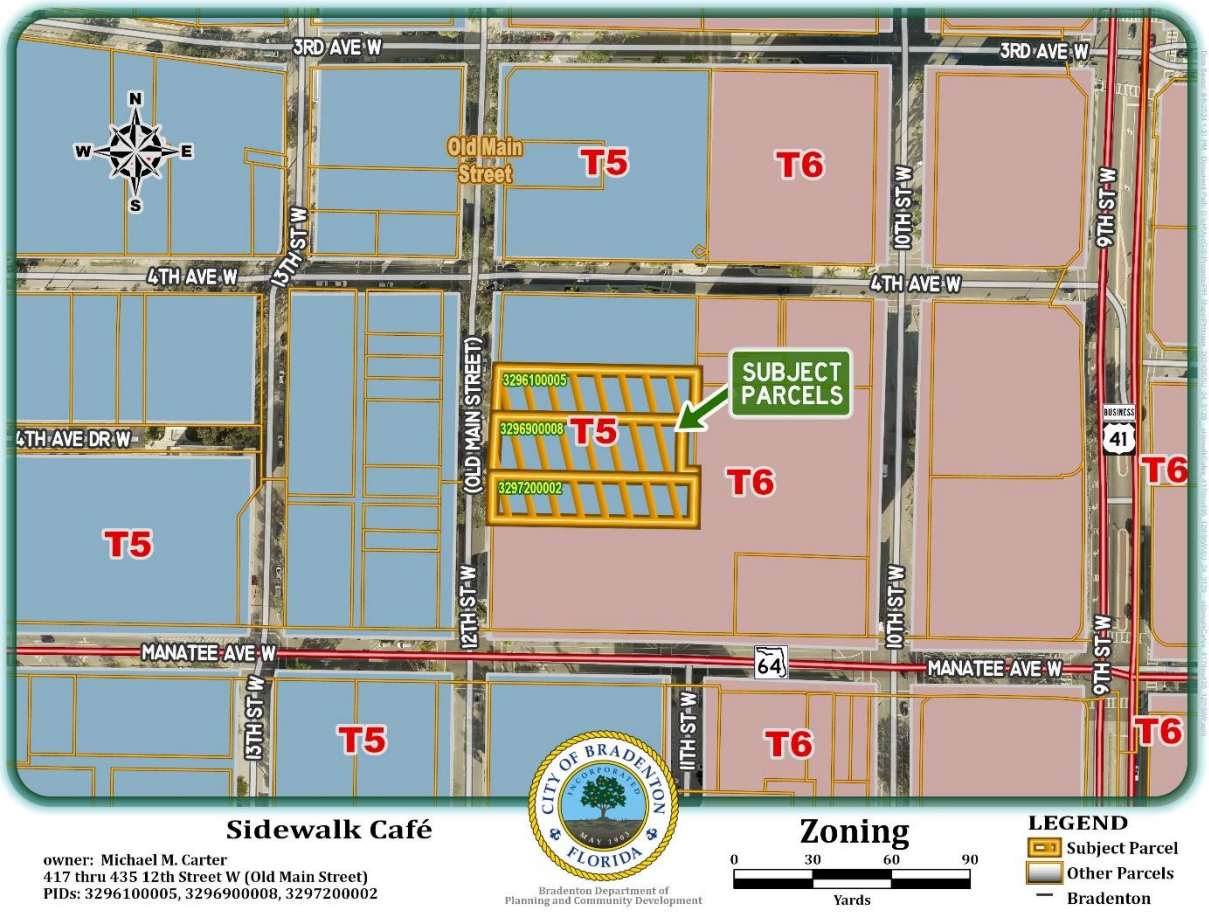


EXHIBIT "D"
Proposed Overall Project Site Layout



EXHIBIT "E"
Proposed Site Layout - Jennings Downtown Provision



EXHIBIT "F"
Proposed Site Layout – FAVS Italian Cucina

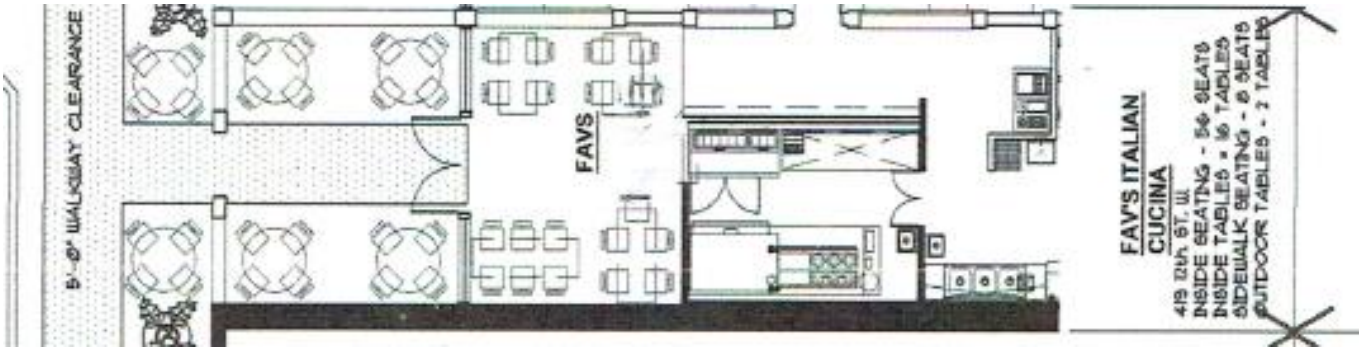
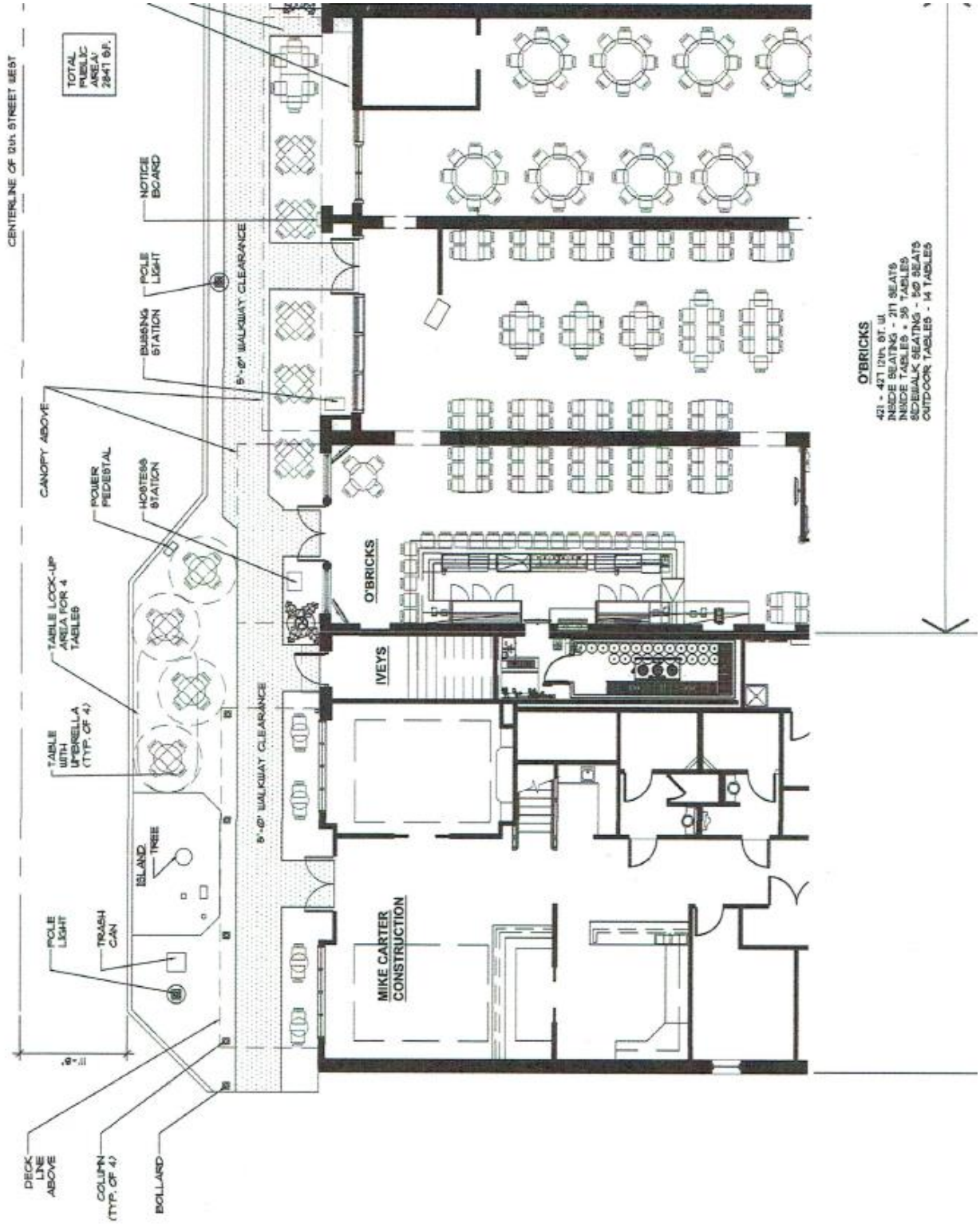


EXHIBIT "G"
Proposed Site Layout – O' Bricks



City Council
November 6, 2024

Case SU.24.3129 | Resolution 24-76
Case SU.24.3621 | Resolution 24-77
Case SU.24.3622 | Resolution 24-78

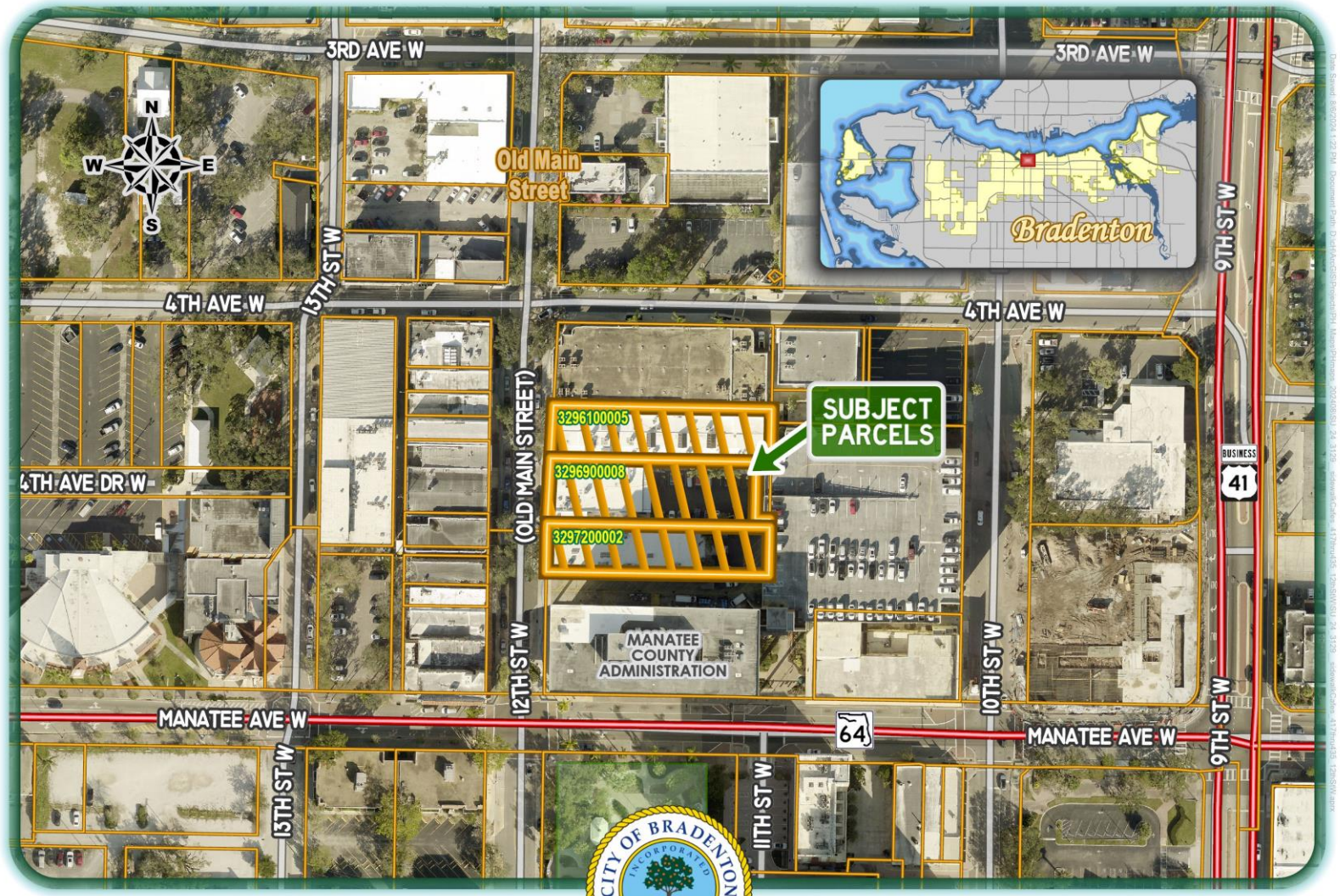
Special Use request to permit sidewalk cafés with alcohol beverage sales for properties located at 417-435 12th Street West

Staff Contact: Greg DeLong; Asst. Director of PCD

Case Information

- Applicant: Michael W. Adams (agent) for The Carter Family Revocable Living Trust
- Addresses: 417-435 12th Street West
- Parcel ID Nos: 3296100005, 3296900008, 3297200002
- Acreage: .8173 acres
- Current Zoning: T4 (Urban Center – Transect District)
- FLUM Zoning: URBCORE (Urban Core)
- Flood Zone: X
- Existing Uses: Three restaurants with alcohol sales
- Purpose: Special Use approval to allow sidewalk cafés with alcohol beverage sales

Location Map



Sidewalk Café

owner: Michael M. Carter
417 thru 435 12th Street W (Old Main Street)
PIDs: 3296100005, 3296900008, 3297200002

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

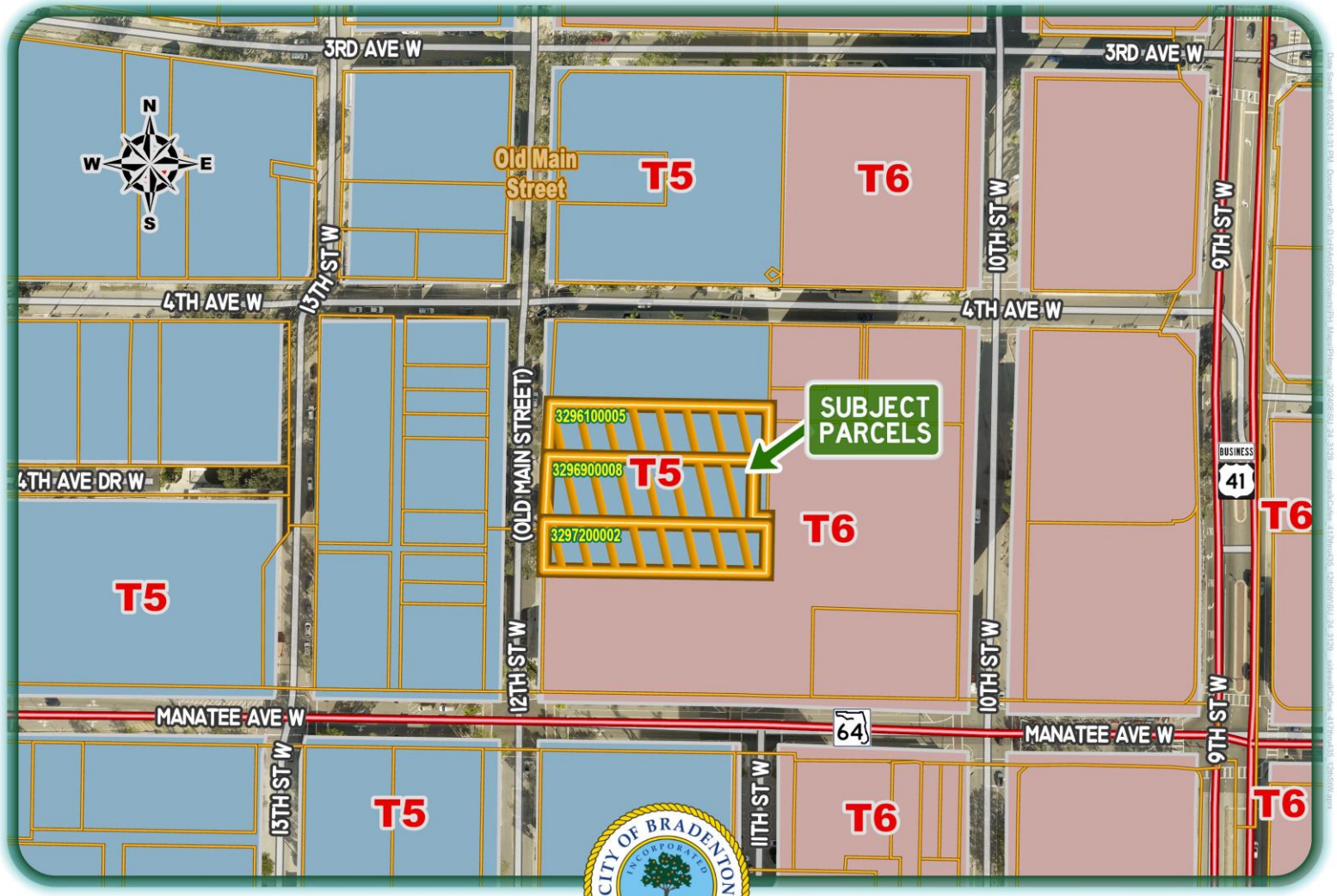
Location

0 30 60 90
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Zoning Map



Sidewalk Café

owner: Michael M. Carter
417 thru 435 12th Street W (Old Main Street)
PIDs: 3296100005, 3296900008, 3297200002

Future Land Use Map



Sidewalk Café

owner: Michael M. Carter
417 thru 435 12th Street W (Old Main Street)
PIDs: 3296100005, 3296900008, 3297200002

Bradenton Department of Planning and Community Development

Future Land Use

0 30 60 90
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Form Based Code Regulations

- Definitions:
  - 12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

Proposed Requests

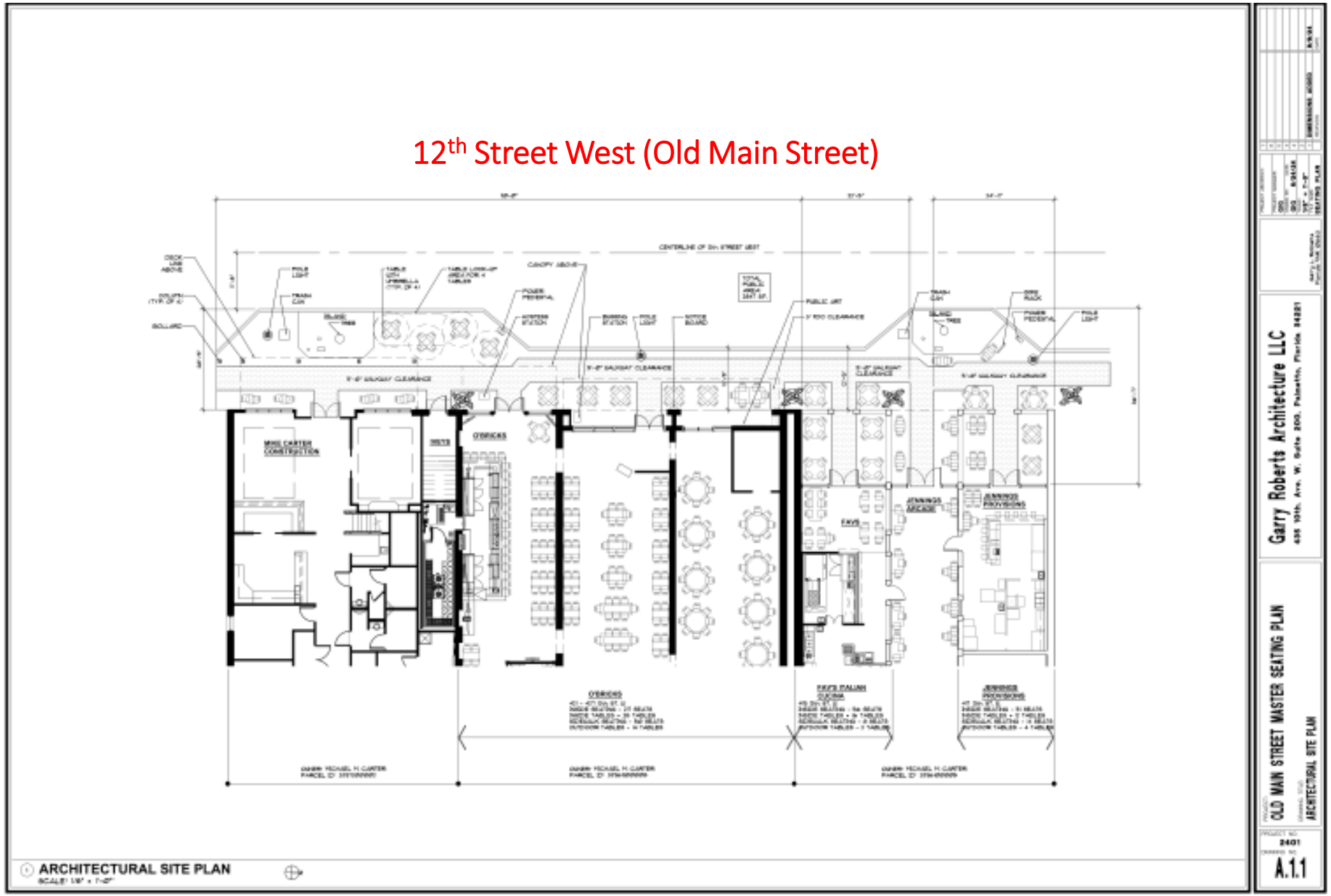
- Applicant is requesting to continue the use of:
  - Sidewalk cafés with alcohol sales at:
    - 417 12th Street West (Jennings Downtown Provisions)
    - 419 12th Street West (FAVS Italian Cucina)
    - 421-435 12th Street West (O' Bricks)
- Proposed request, if approved, will bring the properties into code compliance
- Subject properties are located within the city's Form Based Code Area:
  - Sidewalk cafes with less than 20 seats are permitted but if alcohol sales occur, City Council approval may be required

T4-S

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats(1)			P	P	P	P

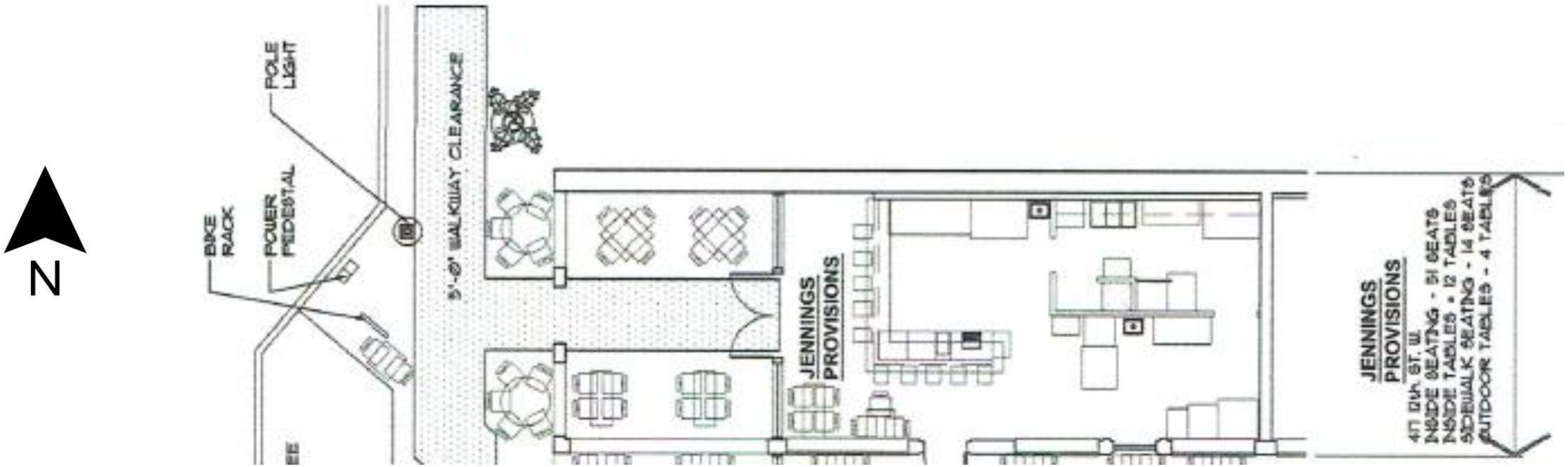
1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

Summary of Proposed Request



Summary of Proposed Request

- Jennings Downtown Provisions:
  - Number of Tables: 4
  - Number of Seats: 14
  - Bussing/Hostess Stations: No
  - Will remove tables and seating from sidewalk when business is closed



Summary of Proposed Request

- Jennings Downtown Provisions:





Summary of Proposed Request

- FAVS Italian Cucina:
  - Number of Tables: 2
  - Number of Seats: 8
  - Bussing/Hostess Stations: No
  - Will remove tables and seating from sidewalk when business is closed



Summary of Proposed Request

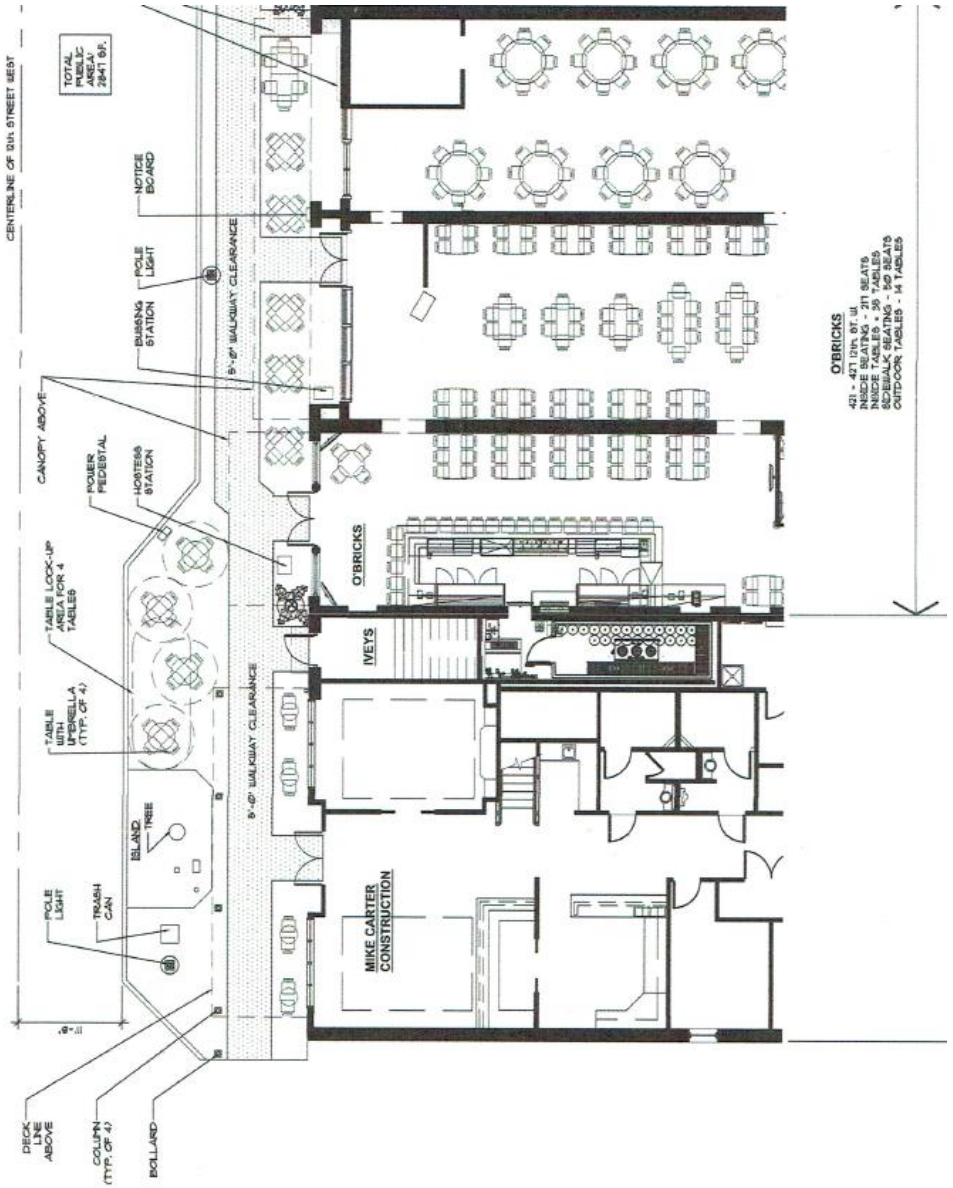
- FAVS Italian Cucina:



Summary of Proposed Request

- O'Bricks:
  - Number of Tables: 14
  - Number of Seats: 50
  - Bussing/Hostess Stations: Yes (one of each)
  - Requesting to allow for 4 tables with umbrellas and 16 chairs to remain on the sidewalk when the business is closed
    - Items will be cabled in a tight cluster rendering them unusable
    - Furniture storage location shown on plans
  - The allowance of 50 chairs and 4 tables with umbrellas to remain on the sidewalk when the business is closed may be applied as a stipulation of approval

Summary of Proposed Request



N

Summary of Proposed Request

- O’Bricks:





Summary of Proposed Request

- O’Bricks:





Summary of Proposed Request

- Additional Information:
  - 5-ft. of traversable space will be provided (measured from perimeter of umbrellas)
    - Meets minimum ADA requirements
  - 3-ft. of clearance being provided to all Fire Department Connections (FDC)

Comprehensive Plan (Design Element)

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space and the Public Realm

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide

LURs (Alcohol & Sidewalk Cafes)

4.3.11 *Sidewalk café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.2 *Maintenance.* Public sidewalks approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

General Special Use Standards

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

- 3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.
- 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.
- 3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

Review Criteria (LURs)

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

- 3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
- 3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.
- 3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.
- 3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Review Criteria (LURs)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.
F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Review Criteria (LURs) - Continued

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

Staff Comments

For Cases SU.24.3129, SU.24.3621, and SU.24.3622 | Resolutions 24-76, 24-77, and 24-78 respectively;

1. City Council is encouraged to evaluate the requests based on the provided criteria, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the requests are found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission Meeting Summary

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Resolution 24-76, Case SU.24.3129 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Planning Commission Meeting Summary

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Resolution 24-77, Case SU.24.3621 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Planning Commission Meeting Summary

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 4-1) of Resolution 24-78, Case SU.24.3622 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 4 tables with umbrellas and 16 chairs may remain on the sidewalk when the business is closed. The items shall be cabled in a tight cluster rendering them unusable and shall be placed as shown on the site plan attached as Exhibit “B”.
d. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.

Planning Commission Meeting Summary

Resolution 24-78, Case SU.24.3622

Continued list of stipulations:

e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Questions?

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **QUASI-JUDICIAL:** RESOLUTION 24-78 - PUBLIC HEARING

SUGGESTED ACTION: Motion to either approve or deny Resolution 24-78, Case SU.24.3622 with the following stipulations:

1. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
2. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
3. No more than 4 tables with umbrellas and 16 chairs may remain on the sidewalk when the business is closed. The items shall be cabled in a tight cluster rendering them unusable and shall be placed as shown on the site plan attached as Exhibit "B".
4. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
5. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
6. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
7. Any future increase in seating for the sidewalk

café area shall be approved by City Council.

Planning Commission met on September 18, 2024, and voted 4-1 to recommend to City Council approval with stipulations for Resolution 24-78.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:

Michael W. Adams of Mike Carter Construction Inc., agent for The Carter Family Revocable Living Trust, has submitted a Special Use application requesting permission to allow a sidewalk café with alcohol sales at 421-435 12th Street West (O' Bricks).

While a sidewalk cafe has been in place at the subject properties, the subject Special Use permit will ensure compliance to the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Resolution 24-78, Case SU.24.3622 with the stipulations recommended by staff.

ATTACHMENTS:
Resolution 24-78
Special Use Application
Staff Report
Presentation

RESOLUTION 24-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.3622 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTIES LOCATED AT 421-435 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NOS 3296900008 and 3297200002), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Michael M. Carter; Carter Family Revocable Living Trust U/A DTD 10/6/2017 (the "Property Owner" or "Applicant") owns the properties located at 421-435 12th Street West, Bradenton, Florida (Parcel ID Nos 3296900008 and 3297200002), more particularly described in Exhibit "A" (the "Property"), and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T5) Urban Center – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T5 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Café/Sidewalk Café with less than 20 seats as a permitted use in the T5 transect zoning district; but stipulates that City Council approval may be required per the Land Use Regulations; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 4.3.11.4, states that alcoholic beverage sales served as part of any sidewalk café on public property shall require City Council approval; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a sidewalk café with alcoholic sales; and

WHEREAS, the Planning Commission held a noticed public hearing on September 18, 2024 at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on November 6, 2024, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a Special Use Permit to operate a sidewalk café with alcoholic sales, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
d. The City's professional staff recommended stipulations to consider for an approval.
e. The Planning Commission, which is designated as the local planning agency, determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
f. The Planning Commission recommended approval with stipulations.

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
e. Screening, buffering or separation of any nuisance or hazardous feature of the use.
f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
h. Adequacy of land and/or building which are to be used.
i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
k. Consistency with the city's comprehensive plan.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a sidewalk café with alcoholic sales for a maximum of 50 seats, as generally shown on the Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 4 tables with umbrellas and 16 chairs may remain on the sidewalk when the business is closed. The items shall be cabled in a tight cluster rendering them unusable and shall be placed as shown on the site plan attached as Exhibit "B".
d. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or

umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.

e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Special Use Permit which shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 6th DAY OF NOVEMBER 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

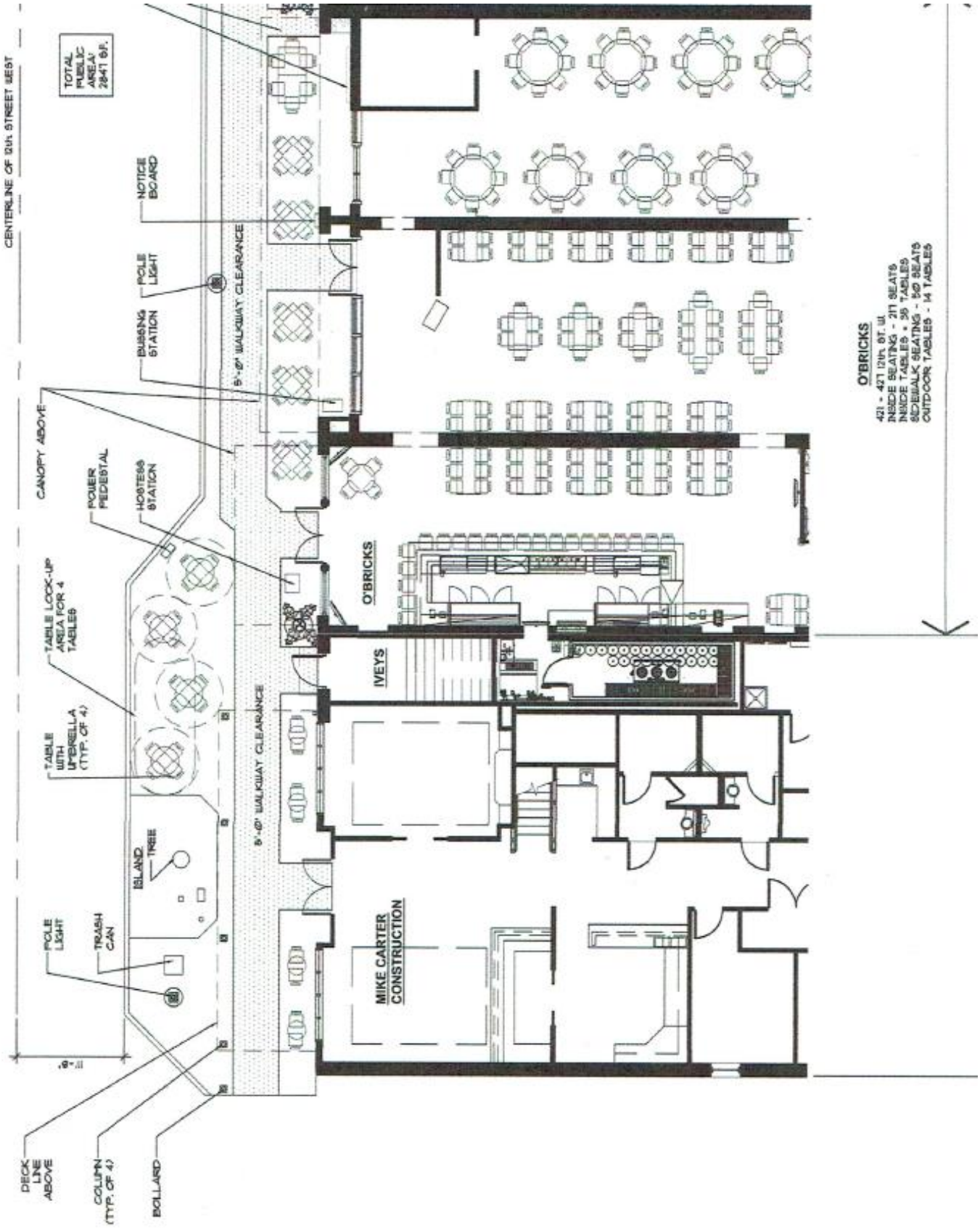
_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT A

Parcel 3296900008:
LOTS 1, 2, 5 & 6 & THE N 17.5 FT OF LOTS 3 & 7 OF COBB'S ADD TO BRADENTON IN THE NE1/4 OF THE SW1/4 OF SEC 26 ACCORDING TO THE MAP OR PLAT THEREOF AS REC IN DB R PG 657, &: THE W1/2 OF THAT PORTION OF AN ABANDONED ALLEY LYING AS FOLLOWS: BETWEEN LOTS 5 & 6 OF COBB'S ADD TO BRADENTON & LOT 7 BLK F OF SMITH'S ADD TO BRADENTON AS PER PLATS REC IN PB 1 PGS 80 & 135 RESPECTIVELY, SD PROPERTY IS THE SAME AS PROPERTY DEEDED IN DB 167 P 241 TO MERLE TINKHAM & DEEDED BY TINKHAM TO ALDERMAN OLDSMOBILE INC IN OR 128 P 356 & VACATED ALLEY DEEDED BY CITY OF BRADENTON IN OR 139 P 576 (OR 1391 P 3829) PI#32969.0000/8

Parcel 3297200002:
LOTS 4 AND 8 AND THE S 7.5 FT OF LOTS 3 AND 7, OF COBBS ADD TO BRADENTON IN THE NE1/4 OF THE SW1/4 OF SEC 26, PER PLAT IN DB R P 657; INCLUDING WITHIN THE ABOVE DESCRIPTION LOTS 1 AND 2 OF BLK 1 OF PELOTS ADD TO BRADENTON IN PB 1 PG 80; SD PROPERTY ALSO DESC AS FOLLOWS: BEG AT THE SW COR OF LOT 2 OF PELOTS ADD TO BRADENTON, TH RUN N ALG THE E LN OF MAIN ST IN THE CITY OF BRADENTON, AS NOW LOCATED AND ESTABLISHED TO A PT WHERE THE C/L OF THE WALL SEPARATING THE STOREROOM OCCUPIED 4/12/40, BY DOOLITTLE HARDWARE COMPANY FROM THE STOREROOM OCCUPIED 4/12/40, BY C F STRONG, BOTH FRONTING ON MAIN ST, INTERSECTS SD E LN OF MAIN ST, TH RUN E ALG THE C/L OF SD WALL AND A PROJECTION THEREOF AND PARALLEL TO THE NORTHERN BDRY LN OF LOTS 1 AND 5 OF COBB ADD TO BRADENTON, DB R PG 657, TO A PT ON THE EASTERN BDRY LN OF LOT 7 OF SD COBBS ADD, WHERE THE C/L OF SD WALL AS PROJECTED INTERSECTS THE SAME, TH RUN S ALG THE EASTERN BDRY LN OF LOT 7 OF SD COBBS ADD AND LOT 1 OF SD PELOTS ADD TO THE SE COR OF LOT ONE (1) OF SD PELOTS ADD, TH RUN W ALG THE S BDRY LN OF LOTS ONE (1) AND TWO (2) OF SD PELOTS ADD TO A POB, ALL ACCORDING TO THE MAPS OR PLATS OF SD COBBS ADD AND SD PELOTS ADD HEREINBEFORE REFERRED TO. SUBJ, HOWEVER TO EASMT FOR INGRESS/EGRESS (1139/1554) PI#32972.0000/2

EXHIBIT B


CENTERLINE OF 12th STREET WEST
TOTAL PUBLIC AREA 2841 S.F.
NOTICE BOARD
POLE LIGHT
BUSING STATION
5'-0" WALKWAY CLEARANCE
CANOPY ABOVE
POWER PEDESTAL
HOSTESS STATION
O'BRICKS
TABLE LOCK-UP AREA FOR 4 TABLES
IVEYS
TABLE WITH UMBRELLA (TYP. OF 4)
ISLAND
TREE
5'-0" WALKWAY CLEARANCE
POLE LIGHT
TRASH CAN
MIKE CARTER CONSTRUCTION
DECK LINE ABOVE
COLUMN (TYP. OF 4)
BOLLARD
O'BRICKS
421 - 427 12th ST. W.
INSIDE SEATING - 211 SEATS
INSIDE TABLES - 36 TABLES
SIDEWALK SEATING - 50 SEATS
OUTDOOR TABLES - 14 TABLES

Mike Carter Rentals
435 12th St W
Bradenton, FL 34205
(941)745-1700

July 29, 2024

City of Bradenton
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205

RE: Special Use Application

Please accept our special use application for a revised sidewalk café permit.
In this submittal you will find:

- The completed application form.
- An architectural site plan.
- Specifications for the furniture to be used on the public sidewalk.
- A graphic and photo of our requested after hours securing of furniture.
- Suggested language for the furniture requirement and the afterhours securing.
- Requests to serve alcohol on the public sidewalk.
- Individual site plans for each food / alcohol establishment.
- Request for “doggy dining” on the public sidewalk.
- A certificate of liability insurance.

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION — REQUIRED

Name of Property Owner: Michael M. Carter, The Carter Family Revocable Living Trust

Owner Address: 435 12th St W, Bradenton, FL 34205 Telephone: 941-745-1700

Name of Agent: Michael W. Adams

Agent Address: 435 12th St W, Bradenton, FL 34205 Telephone: 941-745-1700

Owner/Agent Email: Mike@MCConst.com / MikeAdams@MCConst.com

PROPERTY INFORMATION — REQUIRED

Property Address: 417-435 12th St W, Bradenton, FL 34205

Parcel ID: 3296100005,3296900008,3297200002 Acreage: _____

Zoning District: _____ *click to view Zoning map

Future Land Use: _____ *click to view FLU map

Ward #: _____ *click to view Ward map

Neighborhood #: _____ *click to view Neighborhoods map

DESCRIPTION — REQUIRED

Indicate Type of Special Use Request:

Special Use ☐ Special Use-Amendment ☑

Provide a brief description of the propose land use activity: _____

MATERIALS FOR REVIEW — REQUIRED

- **Special Use**
  - Special Use Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Review Criteria (see page 2 for Special Use Review Criteria)
  - Site Plan
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - Special Use Amendment Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials including site plan
- **Application Submittal Deadline Date and Information**
  - Planning Commission meets on the third Wednesday of each month, except for December where they meet on the second Wednesday.
  - Application submittal deadline date is 40-days prior to the meeting date. Submittals found to be incomplete will be rejected and the application will not be placed on the Commission agenda. If an application is found to be incomplete, the applicant may submit missing materials by the application deadline. No late submittals will be accepted.

CITY STAFF ONLY — REQUIRED

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

FEE COLLECTED: $_____

RECEIPT #: _____

APPLICATION #: _____

243129 - 417 12th St. W.
243621 - 419 12th St. W.
243622 - 421-435 12th St. W.

CITY STAFF ONLY

CITY COUNCIL: _____

PLANNING COMMISSION: _____

DRC: _____

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:
Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:
Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas*
E. *Utilities on the site*
F. *Signs and exterior lighting*

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: 417-435 12th St W, Bradenton, FL 34205

I, Michael M. Carter, The Carter Family Revocable Living Trust, the registered property owner(s) of the above noted property, do hereby authorize

Michael W. Adams — Print Name of Agent
Mike Carter Construction, Inc. — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

435 12th St W, Bradenton, FL 34205
Owner(s) Address (if different than property above)

Signature of Agent

435 12th St W, Bradenton, FL 34205 / 941-745-1700
Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 28th day of June 2024, produced FL Drivers License respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Kristen A. Merritt, Notary Public
Print Name

State of Florida
My Commission Expires: 05-07-2027

KRISTEN A. MERRITT
Notary Public - State of Florida
Commission # HH 395024
My Comm. Expires May 7, 2027
Bonded through National Notary Assn.

Mike Carter Rentals
435 12th St W
Bradenton, FL 34205
(941)745-1700

July 29, 2024

City of Bradenton
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205

Re: Special Use Application

1) Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
   (a) Pedestrian access, ingress and egress to storefronts, minimum clear walkways are shown on the architectural site plan.

2) Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects for the use on adjoining properties.
   (b) N/A

3) Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
   (c) Shared food service dumpster is located at the rear of the building.

4) Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
   (d) All utilities are all existing.

5) Screening, buffering or separation of any nuisance or hazardous feature of the use.
   (e) N/A

6) Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
   (f) All signage and lighting are existing.

7) Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.
(g) N/A

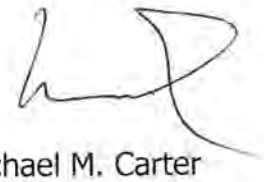
8) Adequacy of land and/or building which are to be used.
(h) Demonstrated on the architectural site plan.

9) General compatibility or appropriateness with adjacent properties and other properties in the district with special consideration given to proposed hours of operation.
(i) N/A

10) Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.
(j) No change to the use and quality is proposed.

11) Consistency with the City of Bradenton Comprehensive Plan.
(k)

Sincerely,



Michael M. Carter

August 21, 2024

To: City of Bradenton Planning Department
Attention: Greg DeLong, Assistant Director
101 Old Main Street W
Bradenton, FL 34205

Re: Special Use Application
O'Bricks Irish Pub
427 12th Street W
Bradenton, FL 34205

Dear Mr. DeLong,

On behalf of O'Bricks Irish Pub please except this letter as a request for an exception to the City Code limiting the number of seats and keeping outdoor furniture on the public sidewalk overnight.

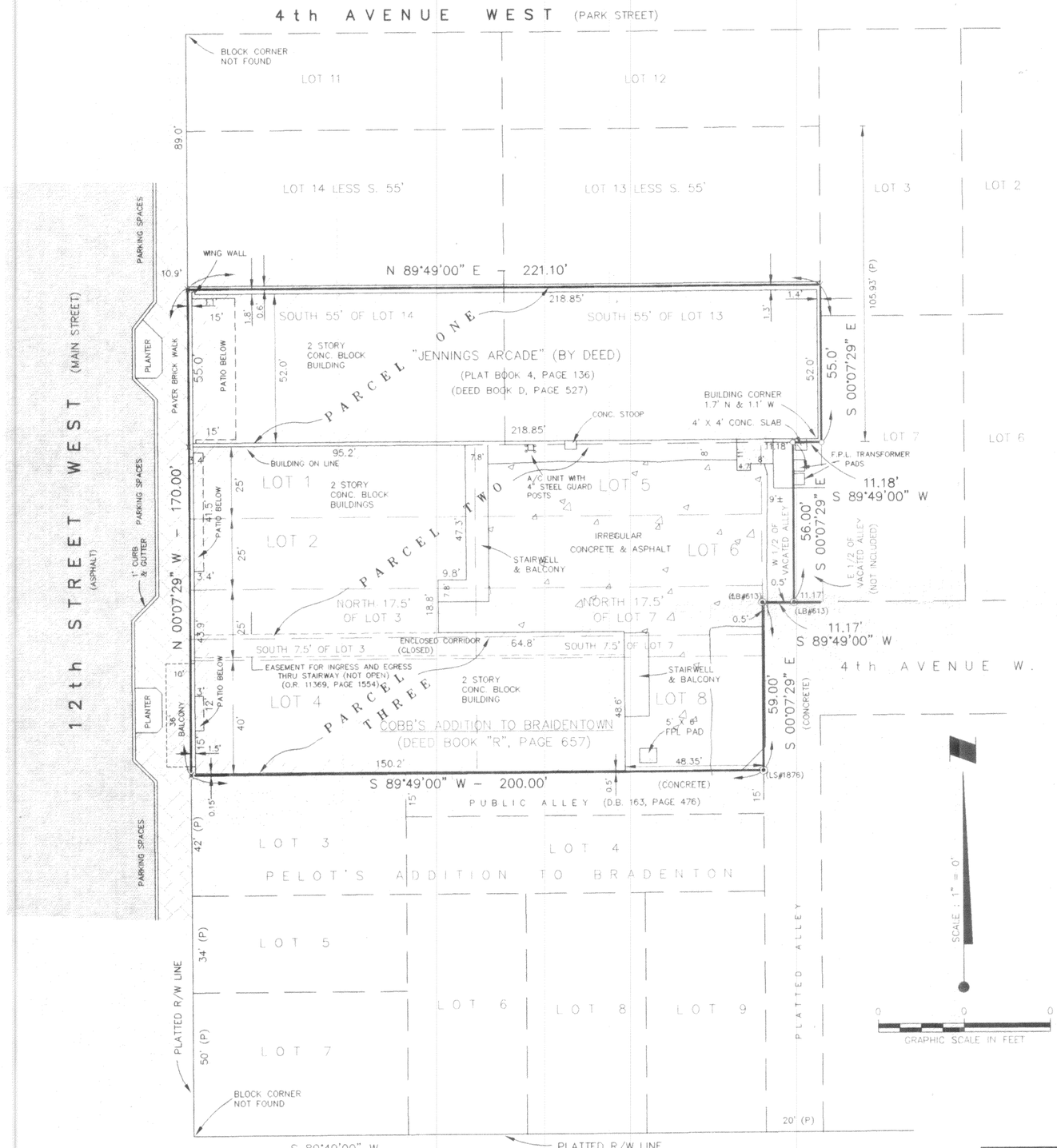
The current code limits the number of outdoor seating to a total of 20. O'Bricks has 110LF of frontage available for tables and chairs. The table and chair set up is demonstrated on the application site plan. Please consider this as our request to increase the total number of allowable seats to 50.

The current code requires all dinning furniture to be removed from the public sidewalk when the establishment is closed. O'Bricks has 4 tables with umbrellas and 16 chairs that have very heavy bases and are difficult to move. Please consider this as our request to allow the chairs and tables to remain on the public sidewalk overnight. They will be cabled in a tight cluster rendering them unusable and located in the area shown on our application site plan.

Sincerely,



Michael M. Carter



LEGEND:

- × = CROSS CUT WITH TAB SET IN CONCRETE (LB#613)
- ⊙ = TAB FOUND IN CONCRETE (NUMBER AS SHOWN)
- ○ = 1/2" IRON ROD SET (LB#613)
- ⌄ = CROWS FOOT FOUND AT BUILDING CORNER
- LB# = LICENSED BUSINESS NUMBER
- LS# = LICENSED SURVEYOR NUMBER
- (P) = PLAT
- D.B. = DEED BOOK
- P.B. = PLAT BOOK
- = BUILDING LINE
- = CONC. = CONCRETE
- = ASPHALT

NOTES:

1. BEARINGS SHOWN HEREON REFER TO THE EAST RIGHT-OF-WAY LIEN OF 12th STREET WEST BEING ASSUMED AS N00°07'29"W.
2. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS IF ANY, NOT LOCATED FOR PURPOSES OF THIS SURVEY.
3. THE SUBJECT LAND LIES IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY- PANEL NUMBER 120155-0009-C (DATED 11/16/83). SUBJECT TO VERIFICATION.
4. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
5. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.

DESCRIPTIONS:

PARCEL ONE:
JENNINGS ARCADE, ON THE 12TH STREET WEST, BRADENTON, FLORIDA, AS SHOWN ON PLAT IN PLAT BOOK 4, PAGE 136, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING THE SOUTH 55 OF LOTS 13 AND 14 OF TURNER'S PLAT, AS RECORDED IN DEED BOOK "D", PAGE 527, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL TWO:
LOTS 1, 2, 5 AND 6 AND THE NORTH 17.5 FEET OF LOTS 3 AND 7, OF COBB'S ADDITION TO BRADENTON, IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN DEED BOOK R, PAGE 657, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
AND
THE WEST 1/2 OF THAT PORTION OF AN ABANDONED ALLEY LYING AS FOLLOWS: BETWEEN LOTS 5 AND 6 OF COBB'S ADDITION TO BRADENTON (PLAT IN DEED BOOK R, PAGE 657) AND LOT 7, BLOCK F OF SMITH'S ADDITION TO BRADENTON, AS PER PLATS RECORDED IN PLAT BOOK 1, PAGES 80 AND 135 OF SAID RECORDS, RESPECTIVELY.

PARCEL THREE:
LOTS 4 AND 8 AND THE SOUTH SEVEN AND FIVE-TENTHS (7.5) FEET OF LOTS 3 AND 7 OF COBB'S ADDITION TO BRADENTON, IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ACCORDING TO MAP OR PLAT THEREOF, AS THE SAME IS DULY RECORDED IN DEED BOOK "R", AT PAGE 657, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, INCLUDING WITHIN THE ABOVE DESCRIPTION LOTS 1 AND 2 OF BLOCK 1 OF PELOT'S ADDITION TO BRADENTON, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, AT PAGE 80, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. SAID PROPERTY BEING ALSO BEING DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 2, OF PELOT'S ADDITION TO BRADENTON, FLORIDA, AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, AT PAGE 80, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE RUN NORTH, ALONG THE EAST LINE OF MAIN STREET IN THE CITY OF BRADENTON, FLORIDA, AS NOW LOCATED AND ESTABLISHED, TO A POINT WHERE THE CENTERLINE OF THE WALL SEPARATING THE STOREROOM OCCUPIED APRIL 12, 1940 BY DOOLITTLE HARDWARE COMPANY FROM THE STOREROOM OCCUPIED APRIL 12, 1940, BY C.F. STRONG, BOTH FRONTING ON MAIN STREET, INTERSECTS SAID EAST LINE OF MAIN STREET; THENCE RUN EAST ALONG THE CENTERLINE OF SAID WALL AND A PROJECTION THEREOF AND PARALLEL TO THE NORTHERN BOUNDARY LINE OF LOTS 1 AND 5 OF COBB'S ADDITION TO BRADENTON, AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN DEED BOOK "R", AT PAGE 657, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, TO A POINT ON THE EASTERN BOUNDARY LINE OF LOT 7 OF SAID COBB'S ADDITION, WHERE THE CENTERLINE OF SAID WALL AS PROJECTED INTERSECTS THE SAME; THENCE RUN SOUTH ALONG THE EASTERN BOUNDARY LINE OF LOT 7 OF SAID COBB'S ADDITION AND LOT 1 OF SAID PELOT'S ADDITION TO THE SOUTHEAST CORNER OF LOT 1 OF SAID PELOT'S ADDITION; THENCE RUN WEST, ALONG THE SOUTH BOUNDARY LINE OF LOTS 1 AND 2 OF SAID PELOT'S ADDITION TO THE POINT OF BEGINNING. ALL ACCORDING TO THE MAPS OR PLATS OF SAID COBB'S ADDITION AND SAID PELOT'S ADDITION HEREINBEFORE REFERRED TO.

ADDRESS:

417, 421 AND 435 12TH STREET WEST

CERTIFIED TO:

* MICHAEL M. CARTER
* BARNES WALKER TITLE, INC.
* ATTORNEYS' TITLE INSURANCE FUND, INC.
* AMERICAN BANK
* HAMRICK, PERREY, QUINLAN & SMITH

BOUNDARY SURVEY

FOR: MICHAEL M. CARTER

LYING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

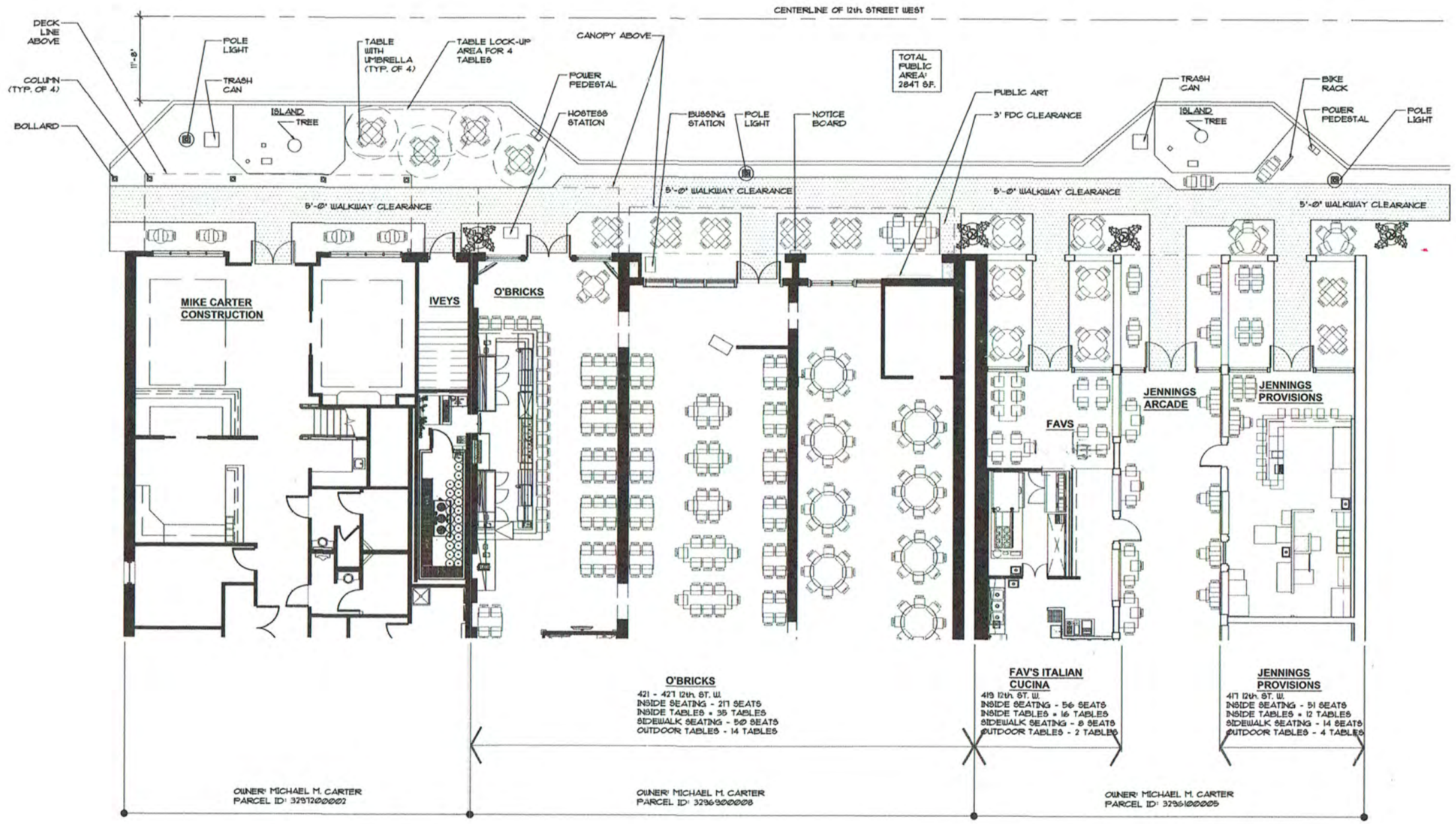
BY: Leo Mills
LEO MILLS, REGISTERED STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER No. 1735

DATE: 5/30/01	JOB NO. C-0488
SCALE: 1" = 30'	REVISIONS:
DRAWN BY: GHC	
CHECKED BY: MLM	

Leo Mills & Associates, Inc.
LICENSED BUSINESS #613
SURVEYING - LAND PLANNING
620 8th AVENUE, PALMETTO, FL 34221, (941) 722-2460
22 NORTH POLK AVENUE, ARCADIA, FL 34266, (863) 993-4141

DWG. FILE: C0488 STA.2

Dr. 25 # 218



① ARCHITECTURAL SITE PLAN

SCALE: 1/8" = 1'-0"

950

7			
6			
5			
4			
3			
2			
1	REVISION		DATE

PROJECT ARCHITECT:

PROJECT MANAGER: GIG

DRAWN BY: GIG

DATE: 6/24/24

SCALE: 1/8" = 1'-0"

FILE NAME: SEATING PLAN

Garry L. Roberts
Florida #AR 12663

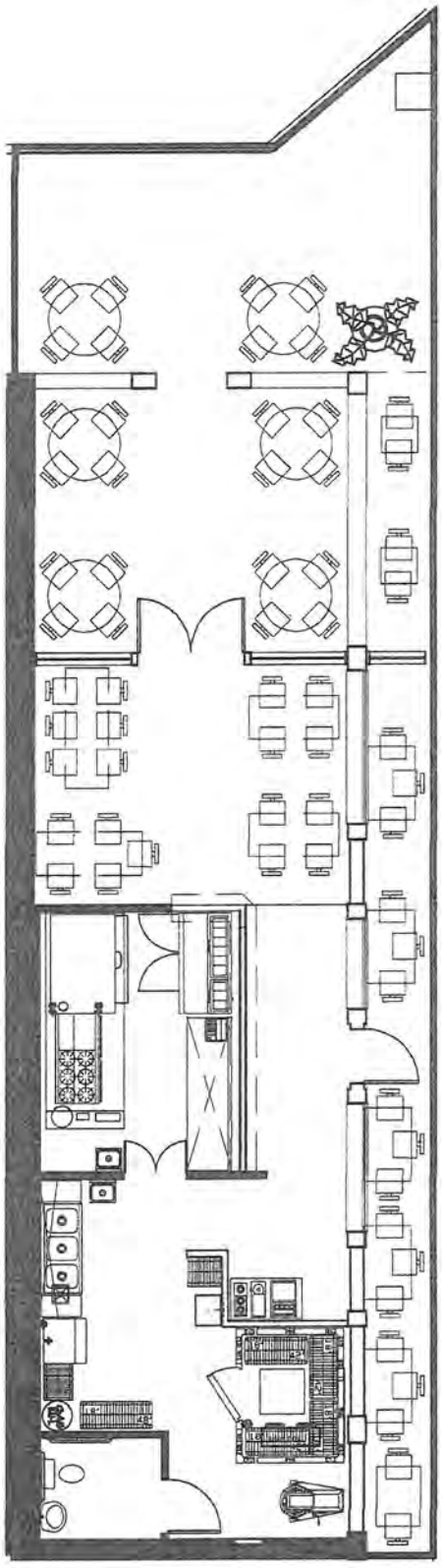
Garry Roberts Architecture LLC
435 10th. Ave. W. Suite 200, Palmetto, Florida 34221

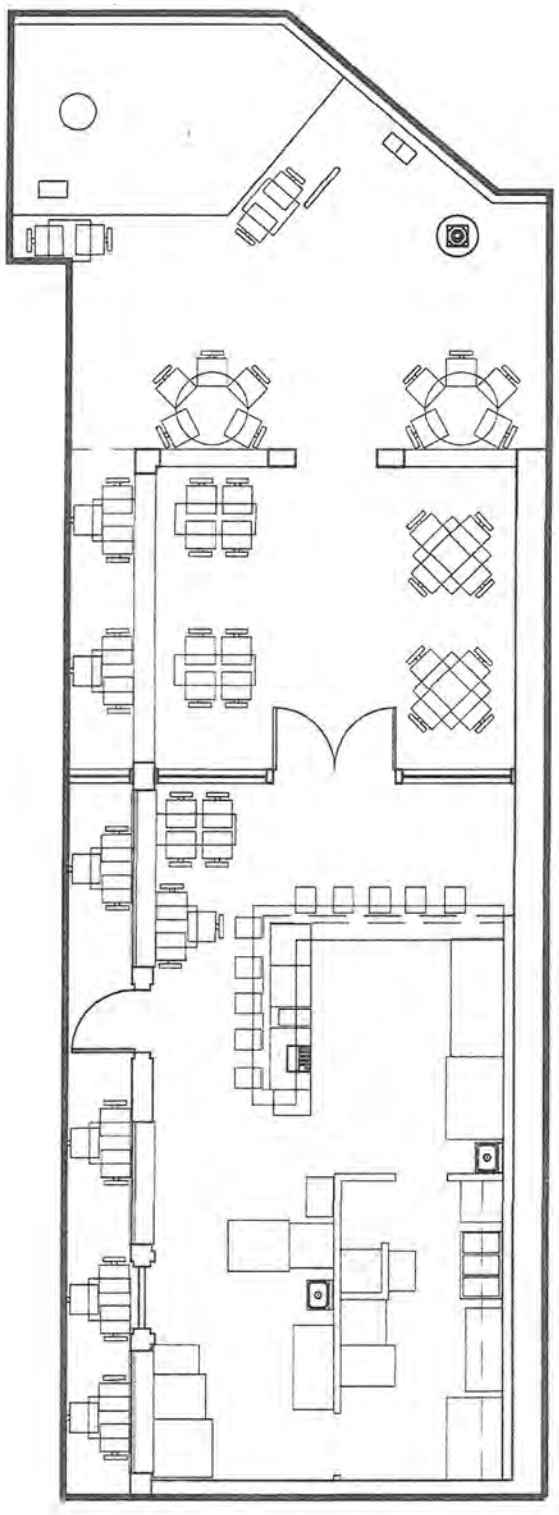
PROJECT: OLD MAIN STREET MASTER SEATING PLAN

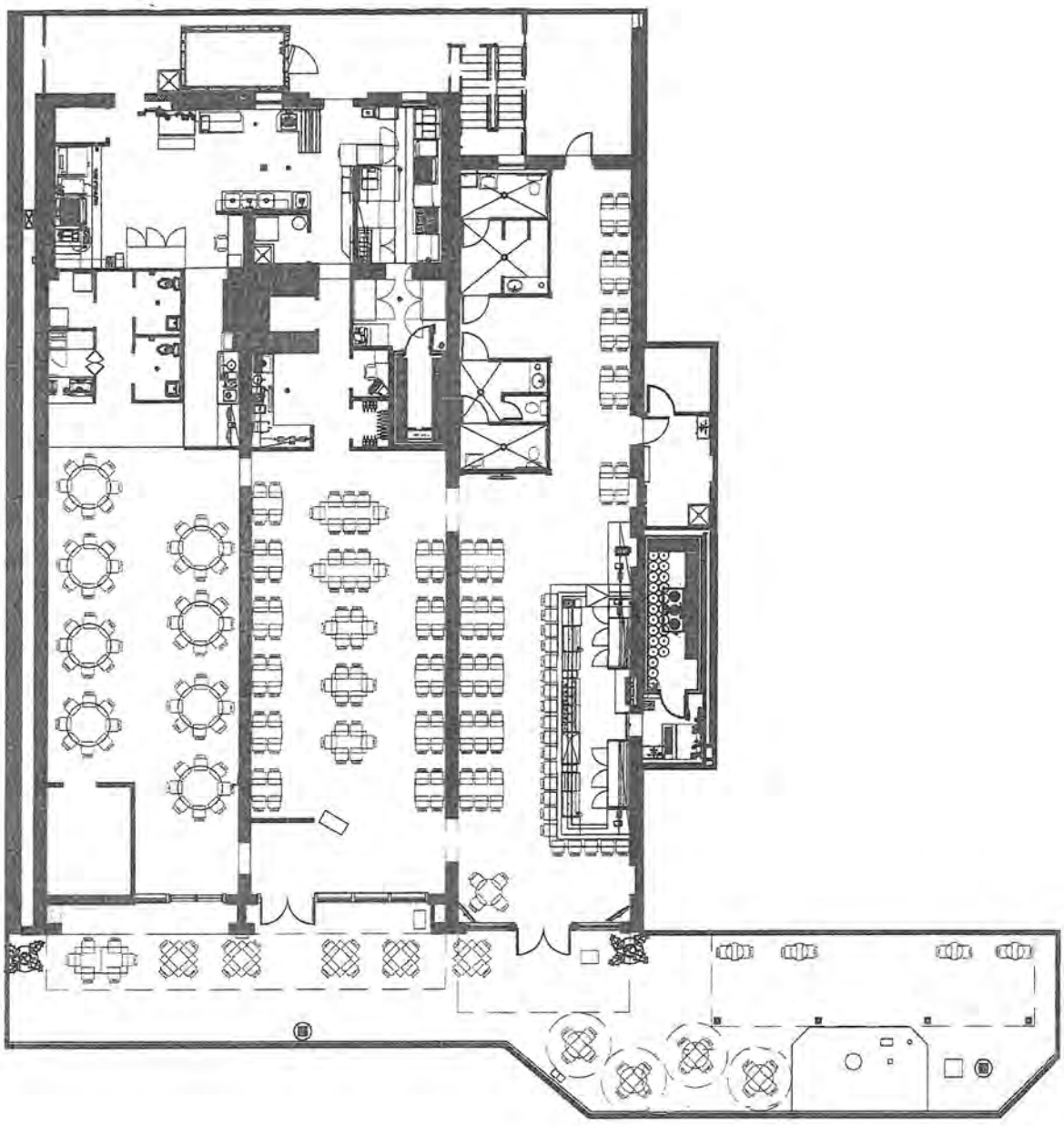
DRAWING TITLE: ARCHITECTURAL SITE PLAN

PROJECT NO. 2401

DRAWING NO. A.1.1







LANCASTER
TABLE & SEATING



Lancaster Table & Seating Alloy Series Onyx Black Outdoor Backless Barstool

#164BMBKLSBLK

Item #: 164BMBKLSBLK Qty: _____

Project: _____

Approval: _____ Date: _____



Features

- Rust-resistant steel construction with e-coat sealant and onyx black powder coat
- Perfect for bar and raised table seating
- Ample 400 lb. weight capacity
- Designed for use indoors and outdoors
- Stackable with other Lancaster Table & Seating Alloy backless bar stools for space-saving storage

Certifications

Stackable Fully Assembled

Width	16 1/2 Inches
Depth	16 1/2 Inches
Height	30 1/8 Inches
Seat Width	12 Inches
Seat Depth	12 Inches
Height Style	Bar Height
Seat Height	30 1/8 Inches
Arms	Without Arms
Assembled	Fully Assembled
Back	Without Back

© 2024 Lancaster Table & Seating

Capacity	400 lb.
Features	E-Coat Sealant Powder Coated Stackable
Finish	Powder-Coated
Frame Color	Black
Frame Material	Metal Steel
Padded Seat	Without Padded Seat
Product Line	Lancaster Table & Seating Alloy Series
Seat Color	Black
Seat Material	Metal Steel
Seat Type	Drain Hole
Style	Backless
Type	Stools
Usage	Indoor Outdoor

Plan View



© 2024 Lancaster Table & Seating

Notes & Details

Take your modern restaurant, cafe, or bistro to the next level with this Lancaster Table & Seating Alloy Series onyx black outdoor backless barstool! This stool is made of durable steel and double coated to withstand years of use. The onyx black color adds a sleek, modern touch to any setting and is sure to be a contemporary design choice that guests love. Comfortable and stylish, this strong yet light weight stool is an excellent choice for your indoor or outdoor dining area. To save time and hassle, this barstool ships fully assembled.

Ready to withstand daily outdoor use, this stool is constructed of durable steel. It's then e-coated and powder coated for rust and corrosion resistance as well as extra protection against everyday wear and tear. The frame is reinforced with additional under-seat cross bracing to provide strength and stability without adding extra bulk or weight to this sleek design.

Boasting a 400 lb. weight capacity, this industrial barstool includes a footrest to reduce pressure on your customers' legs and lower backs. To ensure that your customers are free to enjoy your signature drinks, appetizers, entrees, and desserts, it features a comfortable seat with a raised, rounded lip for a sleek, minimalist look. In addition to being stylish and durable, this light weight stool is also easy to move and transport so you can quickly reconfigure your dining space and easily clean up at the end of the night. It can be used indoors during the off-season then transferred outdoors as the weather gets nicer!

This stool can even be stacked with up to six other Lancaster Table & Seating Alloy Series outdoor backless barstools to maximize storage space! With a wide variety of color options to choose from, you'll be able to mix and match to create a vibrant seating arrangement in your establishment. This low-maintenance stool features protective glides that help keep floor surfaces in pristine condition. Plus, the drain hole ensures that water won't pool on the seat, helping it to dry faster after washing or accidental spills.

⚠ **WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.p65warnings.ca.gov.

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LANCASTER
TABLE & SEATING



Lancaster Table & Seating Alloy Series Onyx Black Outdoor Cafe Chair

#164CMCAFEBLK

Item #: 164CMCAFEBLK Qty: _____

Project: _____

Approval: _____ Date: _____





Features

- Rust-resistant steel construction with e-coat sealant and onyx black powder coat
- Ample 400 lb. weight capacity
- Reinforced frame with under-seat cross bracing enhances strength and stability
- Designed for use indoors and outdoors
- Stackable with other Lancaster Table & Seating Alloy cafe chairs for space-saving storage

Certifications

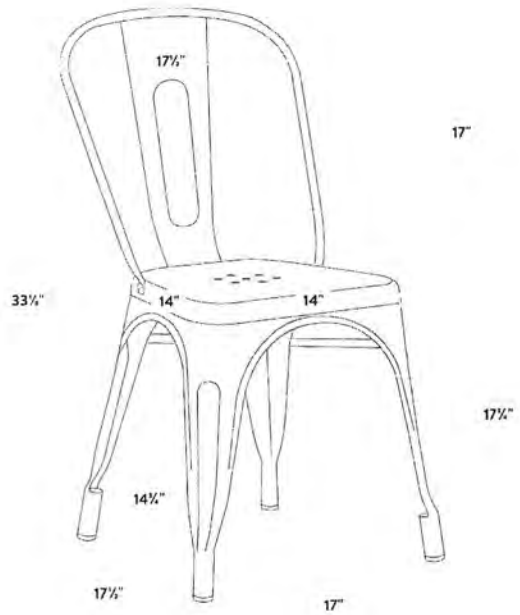
Stackable Fully Assembled

Width	17 1/2 Inches
Depth	17 1/2 Inches
Height	33 1/8 Inches
Seat Width	14 Inches
Seat Depth	14 Inches
Back Height	17 Inches
Height Style	Standard Height
Seat Height	17 3/4 Inches
Arms	Without Arms
Assembled	Fully Assembled

© 2024 Lancaster Table & Seating

Back	With Back
Back Color	Black
Back Material	Metal
Capacity	400 lb.
Features	E-Coat Sealant Powder Coated Stackable
Finish	Powder-Coated
Frame Color	Black
Frame Material	Metal Steel
Installation Type	Freestanding
Padded Seat	Without Padded Seat
Product Line	Lancaster Table & Seating Alloy Series
Seat Color	Black
Seat Material	Metal Steel
Seat Type	Drain Hole
Style	Cafe and Side Chairs Side Chair
Type	Chairs
Usage	Indoor Outdoor

Plan View



© 2024 Lancaster Table & Seating

Notes & Details

Take your modern restaurant, cafe, or bistro to the next level with this Lancaster Table & Seating Alloy Series onyx black outdoor cafe chair! This chair is made of durable steel and double coated to withstand years of use. The onyx black color adds a sleek, modern touch to any setting and is sure to be a contemporary design choice that guests love. Comfortable and stylish, this strong yet lightweight chair is an excellent choice for your indoor or outdoor dining area. To save time and hassle, this chair ships fully assembled.

Ready to withstand daily outdoor use, this chair is constructed of durable steel. It's then e-coated and powder coated for rust and corrosion resistance as well as extra protection against everyday wear and tear. The frame is reinforced with additional under-seat cross bracing to provide strength and stability without adding extra bulk or weight to this sleek design.

This industrial chair boasts a 400 lb. weight capacity. To ensure that your customers are free to enjoy your signature drinks, appetizers, entrees, and desserts, it features a supportive back and comfortable seat with rounded corners for a sleek, minimalist look. In addition to being stylish and durable, this lightweight chair is also easy to move and transport so you can quickly reconfigure your dining space and easily clean up at the end of the night. It can be used indoors during the off-season then transferred outdoors as the weather gets nicer!

This chair can even be stacked with up to six other Lancaster Table & Seating Alloy Series outdoor cafe chairs to maximize storage space! With a wide variety of color options to choose from, you'll be able to mix and match to create a vibrant seating arrangement in your establishment. This low-maintenance chair features protective glides that help keep floor surfaces in pristine condition. Plus, the drain holes ensure that water won't pool on the seat, helping it to dry faster after washing or accidental spills.

⚠ **WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.p65warnings.ca.gov.

© 2024 Lancaster Table & Seating

LANCASTER
TABLE & SEATING



Lancaster Table & Seating Alloy Series 32" x 32" Onyx Black Bar Height Outdoor Table

#164BA3232BLK

Item #: 164BA3232BLK Qty: _____

Project: _____

Approval: _____ Date: _____





Features

- Designed for use indoors and outdoors
- E-coat sealant and onyx black powder coat for rust and corrosion resistance
- 32" x 32" square shape and bar height fits a variety of settings
- Durable steel construction is perfect for long-term use
- Easy to assemble and lightweight enough to move around for special events

Certifications

Seating Capacity: 4

Technical Data	
Length	31 1/2 Inches
Width	31 1/2 Inches
Height	42 Inches
Height Style	Bar Height
Assembled	Assembly Required
Color	Black
Features	E-Coat Sealant Powder Coated
Frame Material	Steel
Installation Type	Freestanding

© 2024 Lancaster Table & Seating

Shape	Square
Table Seating Capacity	4 Chairs
Tabletop Material	Steel
Type	Tables
Usage	Indoor Outdoor

Plan View



Notes & Details

Take your modern restaurant, cafe, or bistro to the next level with this Lancaster Table & Seating Alloy Series 32" x 32" onyx black bar height outdoor table! This table is made of durable steel and double coated to withstand years of use. The onyx black color adds a sleek, modern touch to any setting and is sure to be a contemporary design choice that guests love. Comfortable and stylish, this strong yet lightweight bar height table is an excellent choice for your indoor or outdoor dining area. To save you money on shipping costs, this table ships unassembled. All required assembly hardware is included so you can quickly set it up in its proper space and let your guests enjoy!

Ready to withstand daily outdoor use, this table is constructed of durable steel. It's then e-coated and powder coated for rust and corrosion resistance as well as extra protection against everyday wear and tear. The sturdy base is reinforced with additional cross bracing to provide strength and stability without adding extra bulk or weight to this sleek design.

In addition to being stylish and durable, this lightweight table is also easy to move and transport so you can quickly reconfigure your dining space and easily clean up at the end of the night. It can be used indoors during the off-season then transferred outdoors as the weather gets nicer! Plus, cleaning is as easy as wiping the surface with a damp cloth and all-purpose cleaner.

Its 32" x 32" square surface is perfect for comfortably seating two to four guests while saving space on your patio. With a wide variety of color options to choose from, you'll be able to mix and match to create a vibrant seating arrangement in your establishment. This low-maintenance table features protective glides that help keep floor surfaces in pristine condition.

⚠ **WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to www.p65warnings.ca.gov.

© 2024 Lancaster Table & Seating

Grosfillex EXPERT

Havana Stacking Armchair



Back Height:	34"
Seat Height:	-
Arm Height:	17.5
Depth:	21.75"
Width:	18.5"

Product Specifications

Product Description	Reference Number	Color	UPC Code 014306	Weight Each (lbs.)	Master Pack	Master Pack Volume (cu. ft)
Havana Stacking Armchair	45903037	Bronze	912141	13.30	12	60.29
	US903037	Bronze	912141	12.42	4	21.60
	45903181	Taupe	929064	13.30	12	60.29
	US903181	Taupe	929064	12.42	4	21.60
	45903002	Charcoal	912172	13.30	12	60.29
	US903002	Charcoal	912172	12.42	4	21.60

Features & Benefits

Warranty: 3 Yrs.

- Tested in accordance with and passes each test procedure utilized in ASTM F 1561-96 Class B performance standard for commercial outdoor seating.
- A product of Grosfillex MPC Technology®
- Designer's Choice with a decorative wicker finish texture - front and back.
- Texture will not harbor dirt, germs, bacteria, nor fungi.
- Easy to clean with soap or a mild detergent and water.
- Rated to 300 lbs. for safe use in commercial environments.
- 1 1/4" square powder coated aluminum legs with hard wearing footpads for structural integrity.
- Stacks for easy storage.


Bronze


Taupe


Charcoal

Grosfillex EXPERT

Havana Barstool with Arms



Back Height:	46.5"
Seat Height:	30"
Arm Height:	-
Depth:	24"
Width:	19.5"

Product Specifications

Product Description	Reference Number	Color	UPC Code 014306	Weight Each (lbs.)	Master Pack	Master Pack Volume (cu. ft)
Havana Barstool with Arms	48260037	Bronze	923017	29.60	1	19.77
	US254181	Taupe	929057	29.60	1	19.77
	48260002	Charcoal	923048	29.60	1	19.77

Features & Benefits

Warranty: 3 Yrs.

- Tested and certified in compliance with the ASTM F 1561-03 Class B performance standard for commercial use.
- Barstool with armrests for extra comfort!
- All-Weather Wicker performance, without the maintenance!
- A product of Grosfillex MPC Technology®
- Rated to 300 lbs. for safe use in commercial areas.
- Texture will not harbor dirt, sand, food, bacteria nor fungi.
- Easy to clean with soap and mild detergent and water.
- 1 1/4" square powder coated aluminum legs with hard wearing footpads for structural integrity.
- Color-fast - no resin strand to unravel.
- Made in the U.S.A. from U.S. and imported parts.


Bronze


Taupe


Charcoal



Grosfillex EXPERT

Ibiza 46" Round Pedestal Table



Product Specifications

Product Description	Reference Number	Color	UPC Code 014308	Weight Each (lbs.)	Master Pack	Master Pack Volume (cu. ft)
Ibiza 46" Round Pedestal Table	US526704	White	704524	27.80	1	8.38
	US526766	Sandstone	705200	27.80	1	8.38
	US526778	Amazon Green	704548	27.80	1	8.38

Features & Benefits

Warranty: 1 Yr.

- The ideal poolside table!
- Sits up to 6 people comfortably.
- Made of 100% prime resin, a material impervious to salt air, chlorine and most common stains.
- "Tulip" resin base with a broad base span for increased stability—designed for use with the Grosfillex 35 lb. table umbrella base and optional 35 lb. base ring, or the resin umbrella base with filling cap.
- Umbrella hole with cap to fit all Grosfillex umbrellas with 1 1/2" pole.
- High resin table edge to resist impact and chipping.
- Easy to clean with soap and water, a mild solution of chlorine bleach and water, or even pool water.
- Easy to assemble.



Model: WB695518

EXCLUSIVE BRANDS BESTSELLER

Global Industrial™ Outdoor Resin Stacking Chair, White - Pkg Qty 4

★★★★★ (1)

Available on or around 07/16/2024

Product Description

Global Industrial™ Outdoor Resin Stacking Chairs, pack of 4

Global Industrial. Traditional resin stack chairs are great for restaurants, hotels, homes and other outdoor gathering areas. Made of polypropylene, these outdoor stack chairs are ASTM F1561-03 Class B certified and rated with a 300 lb. weight capacity. Safe for outdoor commercial environments, these stack chairs resist harsh weather environments, pool side chemicals and most common food stains. Easy to clean and stackable for easy storing. Sold

in a set of 4.

Overall Dimensions: 24-1/2"W x 22-3/4"D x 34"H
Stacked Dimensions: 24-1/2"W x 22-3/4"D x 40-3/4"H

Specifications

Weights & Dimensions

Width	24-1/2 in
Depth	22-3/4 in
Height	34 in
Weight Capacity	300 lbs
Seat Height	34 in

Product Details

Assembly Required	No
Type	Dining Chair
Frame Color Family	White
Stackable	Yes
Seat Color Family	White
Arm Type	Fixed
Package Quantity	4
Description	Resin Stack Chair
Frame Material	Resin
Manufacturers Part Number	695518
Back Style	Fan Back
Seat Material	Resin

SIDEWALK CAFÉ PERMIT

FURNITURE

- All furniture to be placed on the public sidewalk shall be commercially manufactured for that purpose.
- Manufacturers spec sheets and photos are included with this application.
- Placement of furniture shall be in the locations shown on the permit application site plan.

NON-BUSINESS HOURS SECURED AREA

- Tables and chairs to remain on the public sidewalk during non-business hours shall be in a designated location as shown on the permitted site plan.
- Tables and chairs shall be cable locked in a way which will not allow their use.



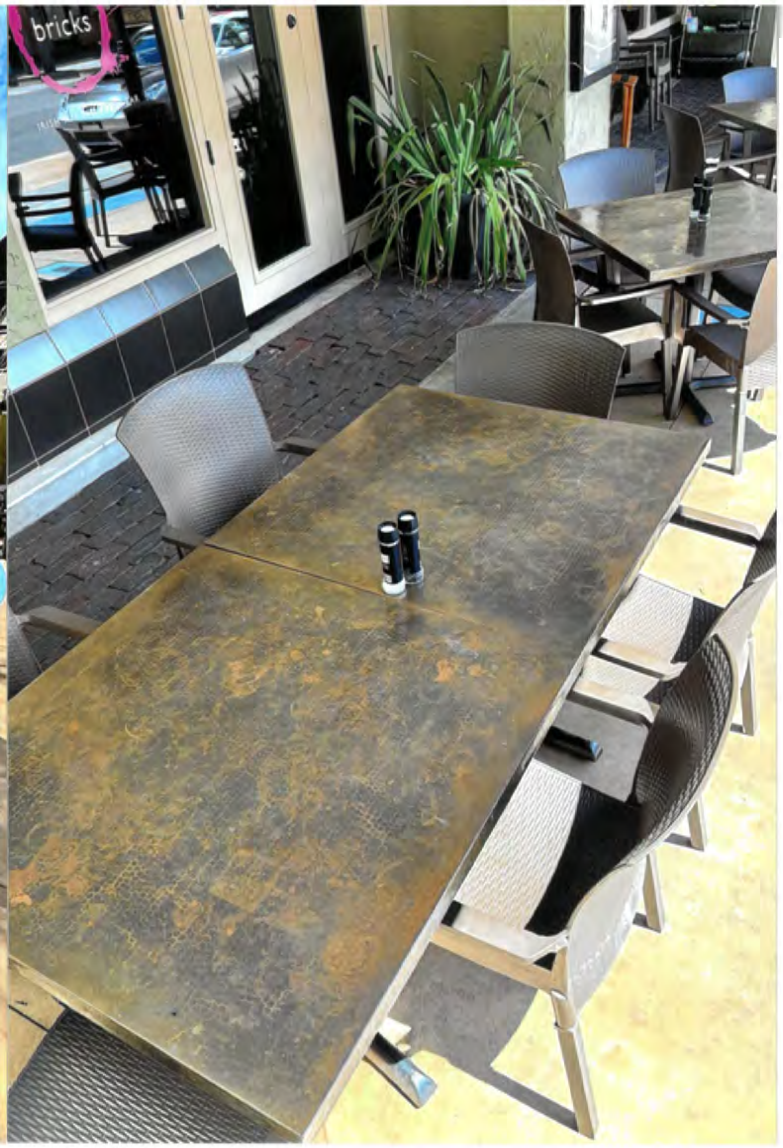





FIRE
DEPT
CONNECTION


RIPPEY BUILDING




bricks


Pressed Cubans







INSTRUCTIONS FOR COMPLETING
DBPR ABT – 6029
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO
APPLICATION FOR EXTENSION OR AMENDED SKETCH OF LICENSED PREMISES

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

GENERAL REQUIREMENTS

This application must be submitted for approval when changes are made to the licensed premises whether the extension is permanent or temporary.

Please complete all information. Incomplete applications will be returned. All questions are applicable and must be answered fully and truthfully.

You must provide an original application and a copy of all supporting documentation. All signatures must be original.

APPLICATION REQUIREMENTS

Applicants for Temporary Extension of Premises Permits must submit the application at least seven (7) days prior to the first date of the event to insure the permit is issued by the event date.

Zoning Approval – Applies to Permanent or Temporary Extension of Premises Only
Zoning approval is executed by the city or county zoning authority in which the business to be licensed is located. This application is to be taken to the Zoning Department (City or County) that governs the location of your business.

Health Approval – Applies to Permanent Extension of Premises Only
Health approval is required on all applications for consumption on the premises. Businesses that serve food or are located on premises licensed by the Division of Hotels and Restaurants, must obtain approval from that division. Businesses that do not serve food must contact the County Health Authority or the Department of Health. Food service establishments located in grocery and convenience stores, bakeries or delicatessens must contact the Department of Agriculture and Consumer Services.

Note: Health Approval is not required for a temporary extension of the licensed premises or amended sketch of the licensed premises.

Affidavit of Applicant
Read and sign in the presence of a notary. The affidavit must be signed by the individual applicant, each partner of a general partnership, a general partner of a general partnership of a limited partnership, a managing member, manager, or officer of a limited liability company, each partner of a limited liability partnership, or one of the officers of a corporate applicant.

Sketch of Premises
A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. Include any outside areas where alcoholic beverages will be sold, consumed, or served. **Due to the difficulty of scanning, no blueprints are accepted.**

Amended Sketch of Premises
A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. **Changes may be made to the interior of the existing premises only; no additional rooms may be added.**

Note: Zoning Approval is not required for an amended sketch of premises.

APPLICATION CHECKLIST

Select the appropriate transaction below and comply with the corresponding application requirements.

TRANSACTION	APPLICATION REQUIREMENTS
Extension of Licensed Premises	❑ Complete DBPR ABT-6029 Division of Alcoholic Beverages and Tobacco Application for Extension or Amended Sketch of Licensed Premises ❑ Pay $100 fee for each temporary extension of licensed premises requested (make check payable to the Division of Alcoholic Beverages and Tobacco)
Amended Sketch	☑ Complete DBPR ABT-6029 Division of Alcoholic Beverages and Tobacco Application for Extension or Amended Sketch of Licensed Premises

DBPR ABT-6029 – Division of Alcoholic Beverages and Tobacco
Application for Extension or Amended Sketch of Licensed Premises

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DBPR Form ABT-6029
Revised 02/2013

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED

Transaction Type:

- ☐ Temporary Extension
- ☒ Permanent Extension
- ☑ Amended Sketch

SECTION 2 - LICENSE INFORMATION

Licensee (as listed on alcoholic beverage license): Fav's Italian Cucina INC.			
Business Name (D/B/A): Fav's Italian Cucina INC			
Location Address (Street): 419 12th St W.			
City: Bradenton	County: Manatee	State: FL	Zip Code: 34205
Alcoholic Beverage License Number: BEV 5102340	Series: 2COP	Type/Class:	
Business Telephone Number: 941-708-3287 ext.	Email Address (Optional): Imfavasuli@gmail.com		

FOR TEMPORARY EXTENSIONS ONLY:

Date(s) of Extension:

ABT District Office Received / Date Stamp

SECTION 3 - ZONING APPROVAL
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION
(This section only applies to a permanent or temporary extension of licensed premises)

Location Street Address 419 12th St W.

City	County		Zip Code
Bradenton	Manatee	FL	34205

Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?" ☑ Yes ☐ No

☑ The PERMANENT extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

☐ The TEMPORARY extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

Signed: _____ Title: _____ Date: _____

This approval is valid until _____

SECTION 4 - HEALTH
TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date 6-28-24

Title Safety and Sanitation Specialist

Agency DBPR

This approval is valid until 7-28-24

SECTION 5 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A) Fav's Italian Cucina Inc.

"I, the undersigned individually, or if a registered legal entity for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes that the foregoing information is true and correct."

If applying for a temporary extension, check the box to confirm the following statement:
☑ **"I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."**

STATE OF Florida

COUNTY OF Manatee

Michael F. Favasuli
APPLICANT SIGNATURE

APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR (✓) Acknowledged Before me this 15th Day of July, 2024, By Michael F. Favasuli who is (✓) personally
(print name(s) of person(s) making statement)

known to me OR ( ) who produced _____ as identification.

Kristen A. Merritt
Notary Public

Commission Expires: 05-07-2027

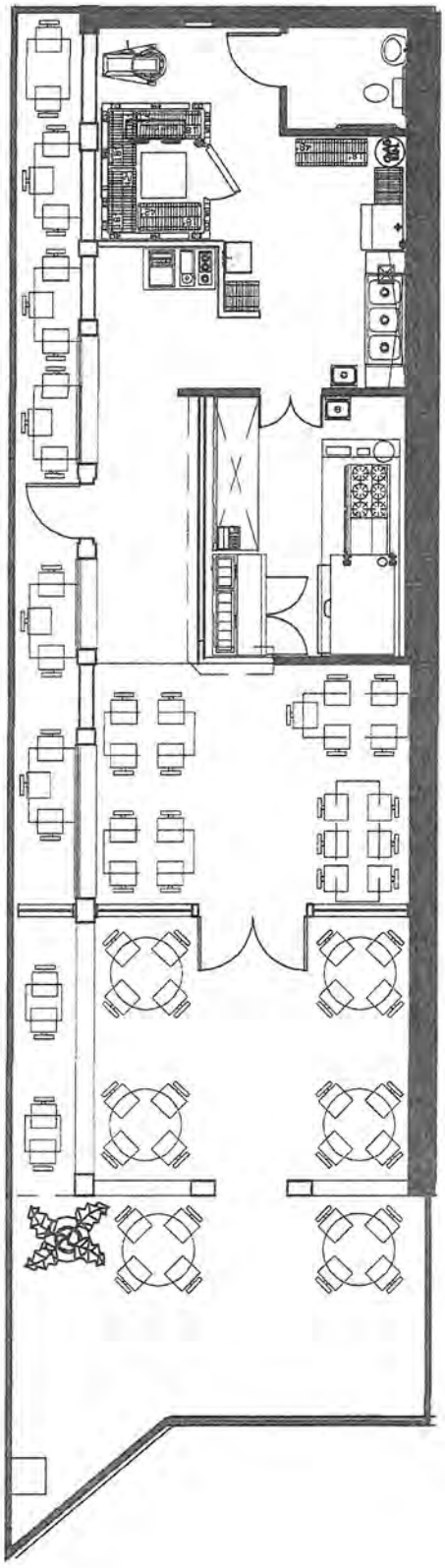
KRISTEN A. MERRITT
Notary Public - State of Florida
Commission # HH 395024
My Comm. Expires May 7, 2027
Bonded through National Notary Assn.

SECTION 6 – DESCRIPTION OF PREMISES TO BE LICENSED

Business Name (D/B/A) Fav's Italian Cucina INC

1.	Yes ☐	No ☒	Is the proposed premises movable or able to be moved?
2.	Yes ☐	No ☒	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes ☐	No ☒	Are there more than 3 separate rooms or enclosures with permanent bars or counters?
4.	Yes ☐	No ☐	Is the business located within a Specialty Center? If yes, check the applicable statute: ☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S.

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.



INSTRUCTIONS FOR COMPLETING
DBPR ABT – 6029
DIVISION OF ALCOHOLIC BEVERAGES AND TOBACCO
APPLICATION FOR EXTENSION OR AMENDED SKETCH OF LICENSED PREMISES

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

GENERAL REQUIREMENTS

This application must be submitted for approval when changes are made to the licensed premises whether the extension is permanent or temporary.

Please complete all information. Incomplete applications will be returned. All questions are applicable and must be answered fully and truthfully.

You must provide an original application and a copy of all supporting documentation. All signatures must be original.

APPLICATION REQUIREMENTS

Applicants for Temporary Extension of Premises Permits must submit the application at least seven (7) days prior to the first date of the event to insure the permit is issued by the event date.

Zoning Approval – Applies to Permanent or Temporary Extension of Premises Only
Zoning approval is executed by the city or county zoning authority in which the business to be licensed is located. This application is to be taken to the Zoning Department (City or County) that governs the location of your business.

Health Approval – Applies to Permanent Extension of Premises Only
Health approval is required on all applications for consumption on the premises. Businesses that serve food or are located on premises licensed by the Division of Hotels and Restaurants, must obtain approval from that division. Businesses that do not serve food must contact the County Health Authority or the Department of Health. Food service establishments located in grocery and convenience stores, bakeries or delicatessens must contact the Department of Agriculture and Consumer Services.

Note: Health Approval is not required for a temporary extension of the licensed premises or amended sketch of the licensed premises.

Affidavit of Applicant
Read and sign in the presence of a notary. The affidavit must be signed by the individual applicant, each partner of a general partnership, a general partner of a general partnership of a limited partnership, a managing member, manager, or officer of a limited liability company, each partner of a limited liability partnership, or one of the officers of a corporate applicant.

Sketch of Premises
A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. Include any outside areas where alcoholic beverages will be sold, consumed, or served. **Due to the difficulty of scanning, no blueprints are accepted.**

Amended Sketch of Premises
A complete sketch of the premises, drawn in ink or computer generated (letter size) which includes all permanent walls, doors, windows, counters, labeling each room and area. **Changes may be made to the interior of the existing premises only; no additional rooms may be added.**

Note: Zoning Approval is not required for an amended sketch of premises.

APPLICATION CHECKLIST

Select the appropriate transaction below and comply with the corresponding application requirements.

TRANSACTION	APPLICATION REQUIREMENTS
Extension of Licensed Premises	❑ Complete DBPR ABT-6029 Division of Alcoholic Beverages and Tobacco Application for Extension or Amended Sketch of Licensed Premises ❑ Pay $100 fee for each temporary extension of licensed premises requested (make check payable to the Division of Alcoholic Beverages and Tobacco)
Amended Sketch	❑ Complete DBPR ABT-6029 Division of Alcoholic Beverages and Tobacco Application for Extension or Amended Sketch of Licensed Premises

DBPR ABT-6029 – Division of Alcoholic Beverages and Tobacco
Application for Extension or Amended Sketch of Licensed Premises

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DBPR Form ABT-6029 Revised 02/2013

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED

Transaction Type:
- ☐ Temporary Extension
- ☑ Permanent Extension
- ☑ Amended Sketch

SECTION 2 - LICENSE INFORMATION

Licensee (as listed on alcoholic beverage license): MACS INC

Business Name (D/B/A): Jennings Downtown Provisions

Location Address (Street): 417 12th St. W. Suite 101

City: Bradenton | County: Manatee | State: FL | Zip Code: 34205

Alcoholic Beverage License Number: BEV 5103518 | Series: 2 COP | Type/Class: BEER/WINE

Business Telephone Number: 941-779-6876 ext. or cell 941-896-5450 | Email Address (Optional):

FOR TEMPORARY EXTENSIONS ONLY:
Date(s) of Extension:

ABT District Office Received / Date Stamp

SECTION 3 - ZONING APPROVAL
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION
(This section only applies to a permanent or temporary extension of licensed premises)

Location Street Address 417 12th St W, Suite 101

City	County		Zip Code
Bradenton	Manatee	FL	34205

Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?" ☑ Yes ☐ No

☑ The PERMANENT extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

☐ The TEMPORARY extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

Signed: _____ Title: _____ Date: _____

This approval is valid until _____

SECTION 4 - HEALTH
TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date 7-11-2024

Title Safety and Sanitation Specialist

Agency DBPR

This approval is valid until 8-10-2024

SECTION 5 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A) Jennings Downtown Provisions

"I, the undersigned individually, or if a registered legal entity for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes that the foregoing information is true and correct."

If applying for a temporary extension, check the box to confirm the following statement:
☐ **"I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."**

STATE OF Florida

COUNTY OF Manatee

[signature]
APPLICANT SIGNATURE

APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR (✓) Acknowledged Before me this 11th Day of July, 2024, By Marc Crispe who is (✓) personally known to me OR ( ) who produced _____ as identification.
(print name(s) of person(s) making statement)

[signature]
Notary Public

Commission Expires: 05/07/2027

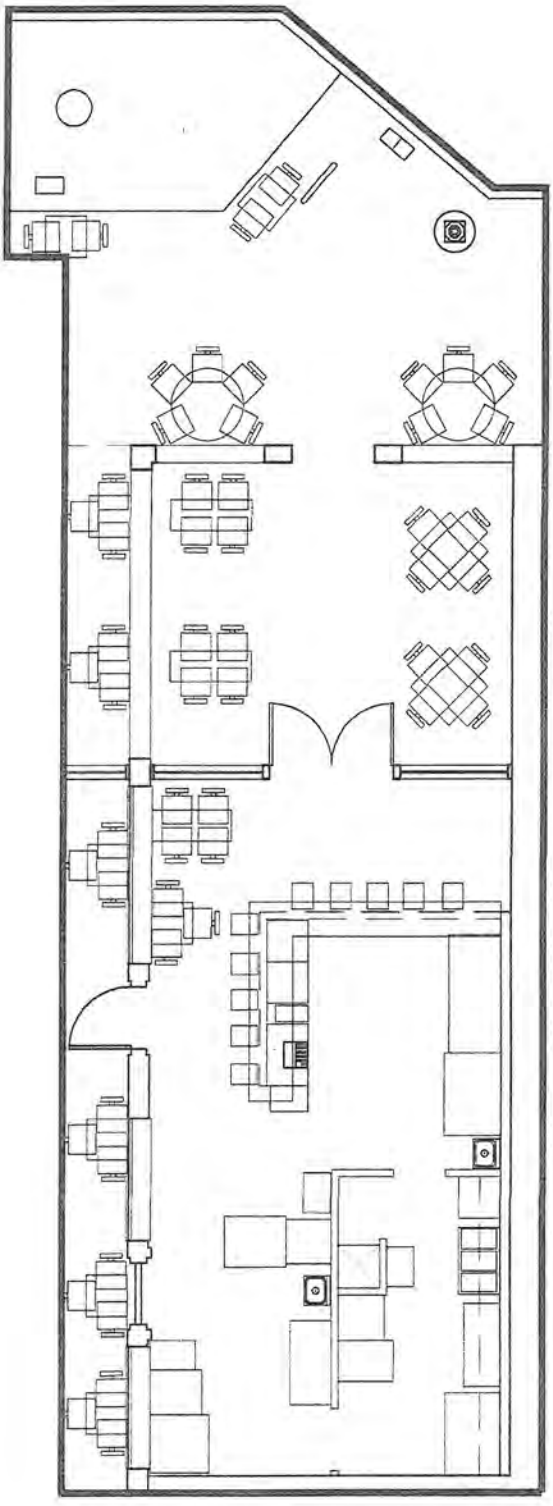
KRISTEN A. MERRITT
Notary Public - State of Florida
Commission # HH 395024
My Comm. Expires May 7, 2027
Bonded through National Notary Assn.

SECTION 6 – DESCRIPTION OF PREMISES TO BE LICENSED

Business Name (D/B/A) Jennings Downtown Provisions

1.	Yes ☐	No ☑	Is the proposed premises movable or able to be moved?
2.	Yes ☐	No ☑	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes ☐	No ☑	Are there more than 3 separate rooms or enclosures with permanent bars or counters?
4.	Yes ☐	No ☑	Is the business located within a Specialty Center? If yes, check the applicable statute: ☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S.

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.



DBPR ABT-6029 – Division of Alcoholic Beverages and Tobacco
Application for Extension or Amended Sketch of Licensed Premises

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DBPR Form ABT-6029 Revised 02/2013

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

http://www.myflorida.com/dbpr/abt/district_offices/licensing.html

SECTION 1 - CHECK TRANSACTION REQUESTED

Transaction Type:
☐ Temporary Extension
☐ Permanent Extension
☒ Amended Sketch

SECTION 2 - LICENSE INFORMATION

Licensee (as listed on alcoholic beverage license) O'BRICKS IRISH PUB LLC			
Business Name (D/B/A) O'BRICKS IRISH PUB & MARTINI BAR			
Location Address (Street) 427 12TH. ST. W.			
City BRADENTON	County MANATEE	State FL	Zip Code 34205
Alcoholic Beverage License Number BEV5102273	Series 4COP	Type/Class	
Business Telephone Number 941. 896. 8860 ext.		Email Address (Optional)	

FOR TEMPORARY EXTENSIONS ONLY:
Date(s) of Extension:

ABT District Office Received / Date Stamp

SECTION 3 - ZONING APPROVAL
TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION
(This section only applies to a permanent or temporary extension of licensed premises)

Location Street Address: 427 12TH. ST. W.

City	County		Zip Code
BRADENTON	MANATEE	FL	34205

Are there outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed?" ☒ Yes ☐ No

☒ The PERMANENT extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

☐ The TEMPORARY extension of the licensed premises as shown in the sketch complies with zoning requirements for the sale of alcoholic beverages pursuant to this application.

Signed: _____ Title: _____ Date: _____

This approval is valid until _____

SECTION 4 - HEALTH
TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date 6-28-24

Title SAFETY AND SANITATION SPECIALIST

Agency DBPR

This approval is valid until 7-28-2024

SECTION 5 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED

Business Name (D/B/A)
O'Bricks Irish Pub, LLC

"I, the undersigned individually, or if a registered legal entity for itself, its officers and directors, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the extended licensed premises and agree that the place of business may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the sheriff, his deputies, and police officers for the purposes of determining compliance with the beverage and cigarette laws."

I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes that the foregoing information is true and correct."

If applying for a temporary extension, check the box to confirm the following statement:
☐ **"I understand that the premises must be restored to its original form at the conclusion of the authorized temporary event."**

STATE OF FLORIDA

COUNTY OF MANATEE

_____
APPLICANT SIGNATURE

_____
APPLICANT SIGNATURE

The foregoing was ( ) Sworn to and Subscribed OR (✓) Acknowledged Before me this 27th Day of June, 2024 By Rick Williams who is (✓) personally known to me OR ( ) who produced _____ as identification.
(print name(s) of person(s) making statement)

_____
Notary Public

Commission Expires: 05.07.2027

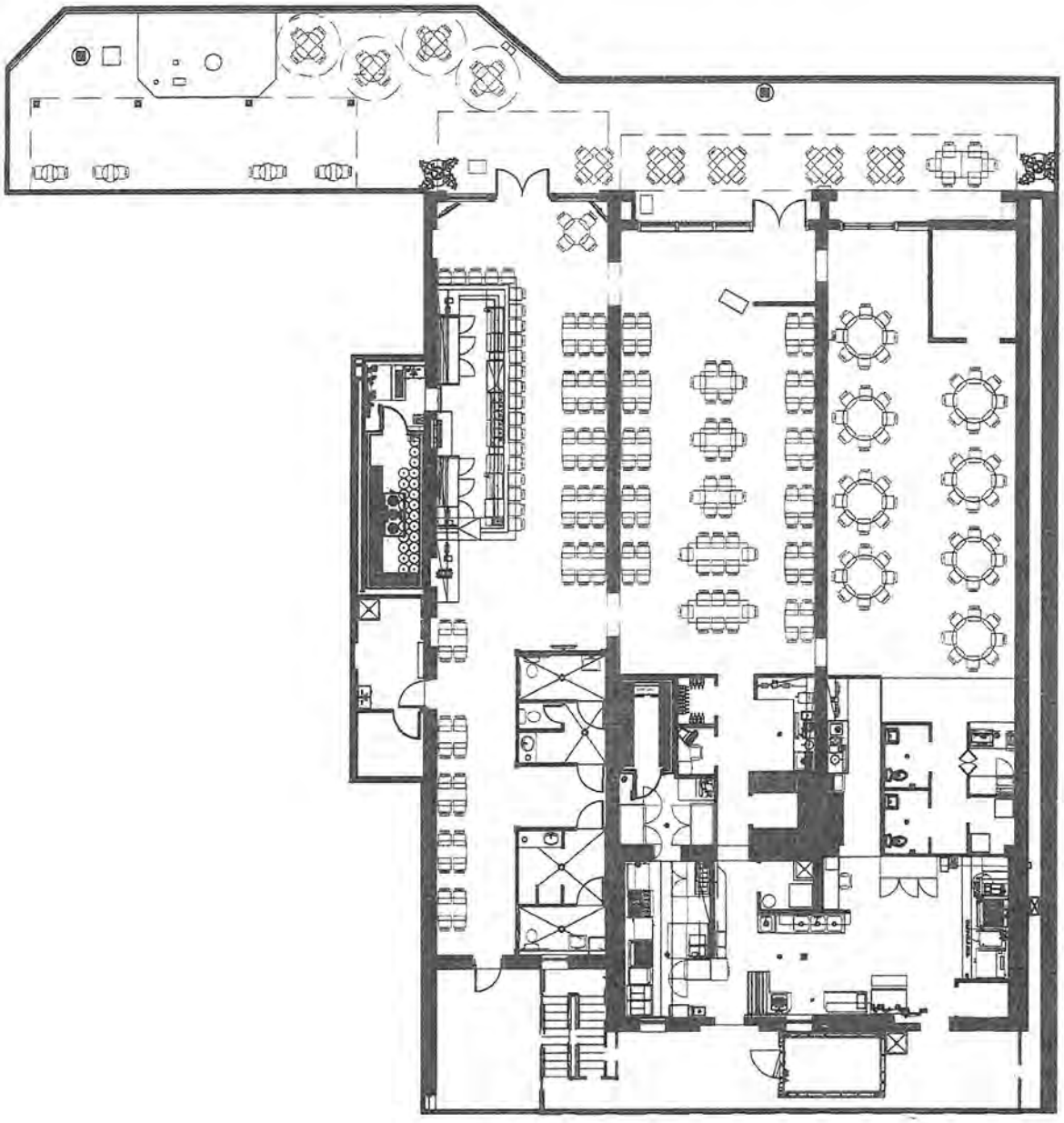
KRISTEN A. MERRITT
Notary Public - State of Florida
Commission # HH 395024
My Comm. Expires May 7, 2027
Bonded through National Notary Assn.

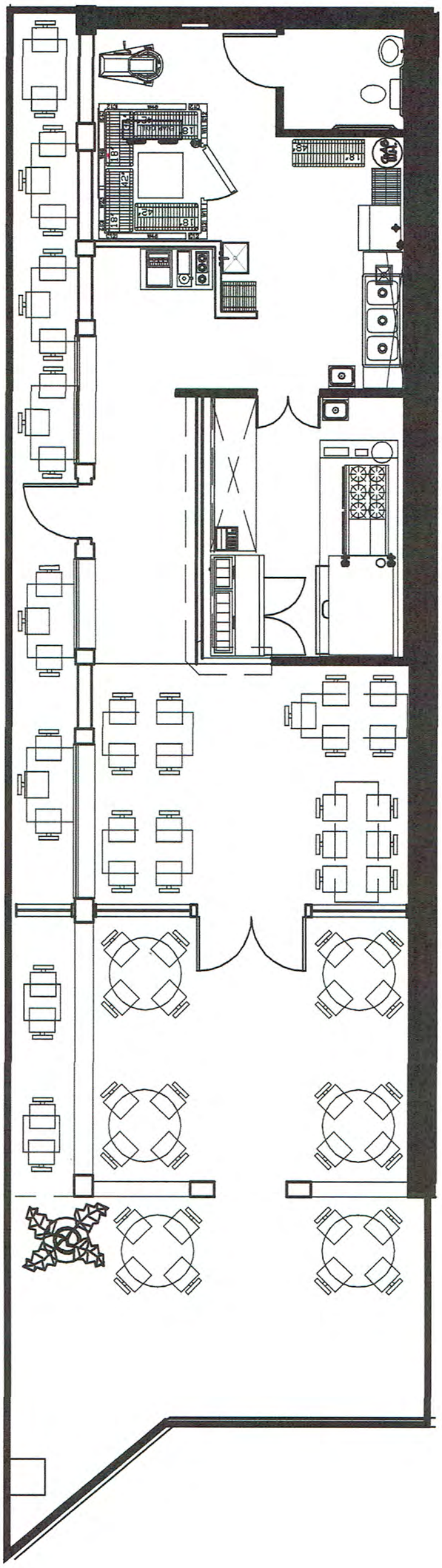
SECTION 6 – DESCRIPTION OF PREMISES TO BE LICENSED

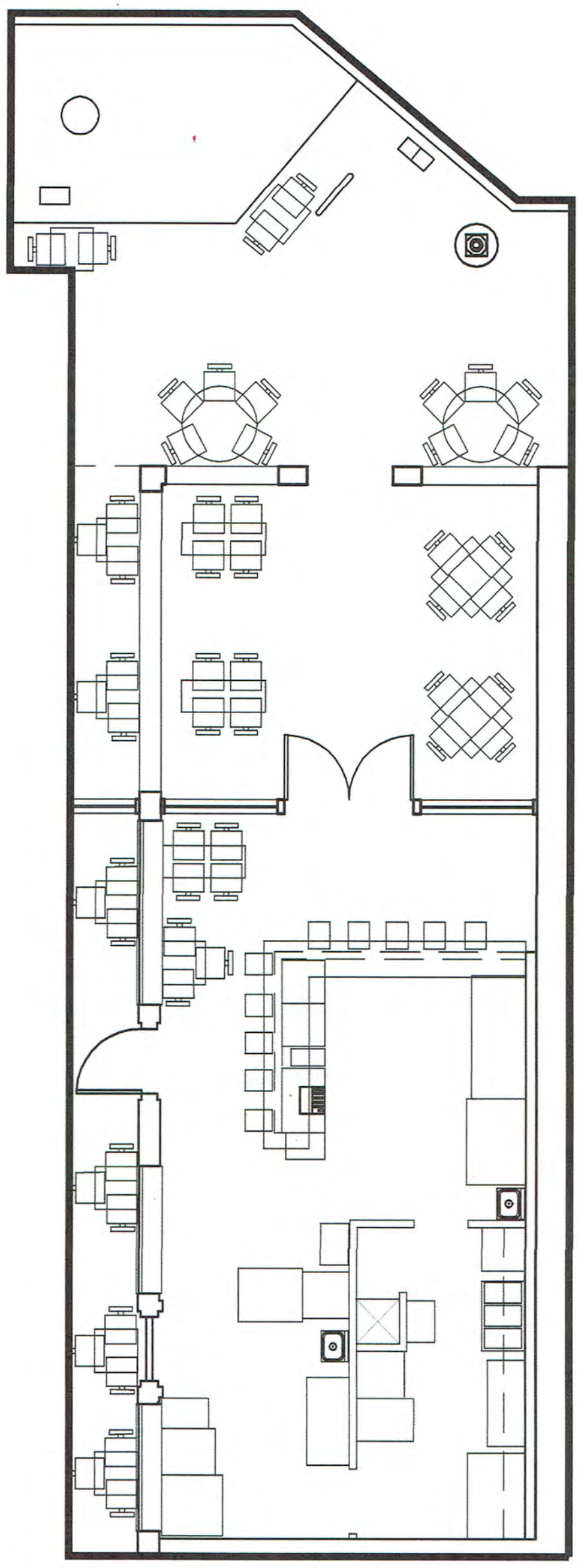
Business Name (D/B/A)

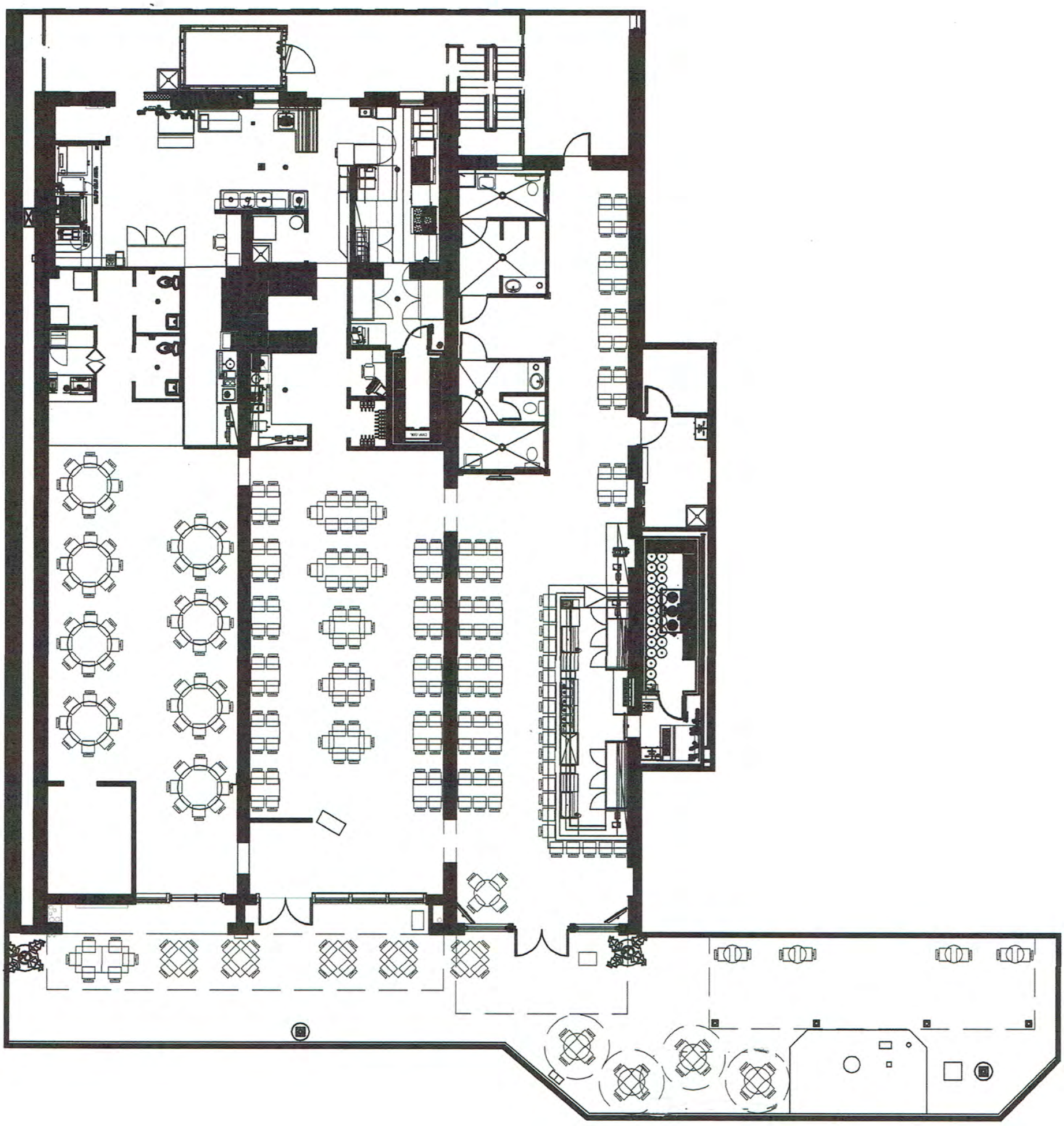
1.	Yes ☐	No ☒	Is the proposed premises movable or able to be moved?
2.	Yes ☐	No ☒	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes ☒	No ☐	Are there more than 3 separate rooms or enclosures with permanent bars or counters?
4.	Yes ☐	No ☒	Is the business located within a Specialty Center? If yes, check the applicable statute: ☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S.

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.









CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Belvitch	
Ben Brown Insurance Agency 3731 S Tuttle Ave Sarasota FL 34239-6410	PHONE (A/C, No, Ext): (941) 487-3502	FAX (A/C, No): (941) 365-3143
	E-MAIL ADDRESS: certificates@benbrownins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners Insurance Co	10190
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Michael Carter and
The Carter Family Revocable Living Trust
435 West 12th Street
Bradenton FL 34205

COVERAGES **CERTIFICATE NUMBER:** 24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			20793675	12/15/2023	12/15/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 417-435 West 12th Street, Bradenton FL 34205

CERTIFICATE HOLDER

City of Bradenton Building Dept
101 Old Main Street
Bradenton FL 34205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Bradenton
Planning and Community Development Department
City Council Public Hearing
November 6, 2024

Staff Report

Case Numbers:	SU.24.3129, SU.24.3621, and SU.24.3622
Res. Numbers:	24-76, 24-77, and 24-78
Applicant:	Michael W. Adams (agent)
Addresses:	417 12th Street West, 419 12th Street West, and 421-435 12th Street West
Parcel ID Nos:	3296100005, 3296900008, and 3297200002
Current Zoning:	T5 (Urban Center – Transect District)
Future Land Use:	URBCORE (Urban Core)
Flood Zone:	X

Surrounding Property Zoning:

Current Zoning:	North: T5 (Urban Center – Transect District) South: T6 (Urban Core – Transect District) East: T6 (Urban Core – Transect District) West: T5 (Urban Center – Transect District)
Future Land Use:	North: URBCORE (Urban Core) South: URBCORE (Urban Core) East: URBCORE (Urban Core) West: URBCORE (Urban Core)

Michael W. Adams of Mike Carter Construction Inc., agent for The Carter Family Revocable Living Trust, has submitted a Special Use application requesting permission to allow sidewalk cafés with alcohol sales at 417 12th Street West (Jennings Downtown Provisions), 419 12th Street West (FAVS Italian Cucina) and 421-435 12th Street West (O' Bricks).

While sidewalk cafés have been in place at the subject properties, the subject Special Use process will ensure compliance to the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

According to the submitted application materials, the proposed café areas will all be located on the sidewalk along 12th Street West. The following is a summary of each request.

Jennings Downtown Provisions:
- Number of Tables: 4
- Number of Seats: 14
- Bussing and Hostess Stations: No
- Will remove tables and seating from the sidewalk when the business is closed.

FAVS Italian Cucina:
- Number of Tables: 2
- Number of Seats: 8
- Bussing and Hostess Stations: No
- Will remove tables and seating from the sidewalk when the business is closed.

O' Bricks:
- Number of Tables: 14
- Number of Seats: 50
- Bussing and Hostess Stations: Yes (one of each)
- Requesting to allow for 4 tables with umbrellas and 16 chairs to remain on the sidewalk when the business is closed. The items will be cabled in a tight cluster rendering them unusable. The reason is due to their weight. The table lock-up area is shown on the submitted site plan.
- The number of seats (50) and the storing of furniture on the sidewalk during hours the business is closed may be applied as conditions of approval by the Planning Commission and City Council should the Commission and Council choose to do so.

Based on the submitted site plan, a minimum of 5' of traversable space for pedestrians to pass by the café areas will be provided, with the 5' dimension being measured from the perimeter of the table umbrellas. In addition, a minimum of 3' of clearance is being provided to all Fire Department Connections (FDC).

The subject properties are in the T5 Urban Center Transect District. According to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Café's with less than 20 seats are a permitted use. City Council approval may be required if there is the sale of alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LURs).

Table 4.7: Specific Function & Use.

	T3	T4-S	T4-R	T4-O	T5	T6	SD
Special Events			SU	SU	SU	SU	P
Retail Building				P	P	P	SU
Display Gallery				P	P	P	SU
Restaurant				P	P	P	SU
Kiosk				P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]				P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

As part of the application submittal packet, the applicant also included:
- Furniture Specifications.
- Certificate of Liability Insurance.

- Liquor licenses to be executed should the subject requests be approved, permanently extending the sale of alcohol onto the sidewalk café areas.

FORM BASED CODE REGULATIONS:

12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

COMPREHENSIVE PLAN:

Design Element:

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space and the Public Realm

The City shall consider inclusion of additional requirements for enhancements in the Land Development Regulations. Standards for enhancements to be considered include the following:

Public Streets

Public Streets should provide the primary vehicle and pedestrian circulation infrastructure for the City. Public and private development should use the existing street grid as a framework and should expand the public street network as necessary to provide connectivity between new and older development. Development of new and extended streets should generally be kept in scale with the existing street network found along Bradenton's waterfront including the Downtown and Old Manatee Village areas.

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity.

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide.

LAND USE REGULATIONS:

2.2.10 *Alcoholic beverage sale approval*. Administrative approval is allowable for all complete alcoholic beverage state license applications, except events proposed to be held on public property or requiring public services. The PCD director may require city council approval of certain alcoholic beverage license applications to

protect the public interest. Certain uses associated with alcoholic beverage licensing may require discretionary review pursuant to schedule 3.2.1.2. and shall comply with subsection 2.2.9.

2.2.10.1 Application. The application (paper or electronic media in a PDF format) must indicate the type of state license the business is to operate under, and be accompanied by a site plan showing all churches, day care facilities and schools within a 1,000-foot radius of the subject property boundary, as well as other information that may be required by the PCD director to sufficiently review the application per subsection 4.3.1. The application fee is set forth in appendix A.

2.2.10.2 Public notice. When required, public notice shall be given as per subsection 2.3.1.

2.2.10.3 Review and approval. The application shall be reviewed using the criteria in subsection 4.3 pursuant to schedule 2.3. Upon the granting of approval by city council, or if administrative approval is authorized, the PCD director shall sign the state alcoholic beverage vending license application.

3.3 Special Use Permits.

Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if in the specific instance the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The special use permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure.

4.3.1 *Alcoholic beverage sale approval.* The following are the criteria for review and approval of an application for alcoholic beverage sales (see section 2.2.9 for application requirements).

4.3.1.1 Approval shall not be granted for a site in a residential land use atlas district.

4.3.1.2 Approval shall not be granted on any site within 300 feet of any place of worship, day care center, or public or private elementary, middle, or high school. In accordance with F.S. § 562.45(2a) establishments licensed after July 1, 1999, or restaurants not meeting the 51 percent rule shall not be located within 500 feet of any such school. Such distance shall be measured from the main entrance of the applicant establishment, along the shortest route of pedestrian travel, to the main entrance of the principal

building of the place of worship or day care center, or to the nearest point on the school grounds.

4.3.1.3 Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.

4.3.1.4 Reasonable stipulations may be attached to an approval for the purpose of rendering the use compatible with surrounding land use. Stipulations may include, but are not limited to, restrictions on the hours of operation and the addition of buffer strips.

4.3.11 Sidewalk *café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalk approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible

with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS (LAND USE REGULATIONS):

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS):

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

Staff Response: It appears that the proposed use of a sidewalk café is suitable for the subject locations.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: It appears that access points will not be negatively impacted by the proposed use.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: No new buildings will be constructed as part of the proposed use.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: Requirement cannot be met due to the existing built environment.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: No new ingress and egress points are being proposed as part of the subject requests. The applicant is also proposing a minimum of 5′ of traversable space on the public sidewalk and 3′ to all Fire Department Connections (FDC).

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: It appears that the subject requests will not have any negative impacts on adjacent properties as far as smoke, glare, dust, vibrations, fumes, and pollution.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

   Staff Response: It appears that the subject requests will not affect the location and design of existing refuse and service areas.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: It appears that the subject requests will not affect or impact existing utilities.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: No screening, buffering or separation are being proposed as the area is a built environment.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: No new lighting or signage is being proposed as part of the subject requests. Should any lighting or signage be installed in the future, it shall be in accordance with the City of Bradenton's requirements.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: It appears that the subject requests will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

Staff Response: It appears that the area is adequate in size for the subject requests. The existing uses (sidewalk cafes) have been in place in the subject area. The subject requests are to ensure compliance to the Form Based Code and Land Use Regulations.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: It appears that the proposed requests are appropriate for the subject property and district.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

Staff Response: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the subject requests.

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed sidewalk cafés are consistent with the Comprehensive Plan as the Comprehensive Plan encourages walkability and non-auto-oriented uses.

** Please see the application materials for the applicant's response to the Review Criteria.

STAFF COMMENTS:

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.
2. It is the 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.

Resolution 24-76 | Case SU.24.3129
Jennings Downtown Provisions – 417 12th Street West.

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Resolution 24-76, Case SU.24.3129 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Resolution 24-77 | Case SU.24.3621
FAVS Italian Cucina – 419 12th Street West

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Resolution 24-77, Case SU.24.3621 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.

d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Resolution 24-78 | Case SU.24.3622
O' Bricks – 421-435 12th Street West

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 4-1) of Resolution 24-78, Case SU.24.3622 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 4 tables with umbrellas and 16 chairs may remain on the sidewalk when the business is closed. The items shall be cabled in a tight cluster rendering them unusable and shall be placed as shown on the site plan attached as Exhibit "B".
d. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

EXHIBITS:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Proposed Overall Project Site Layout

Exhibit E: Proposed Site Layout - Jennings Downtown Provision

Exhibit F: Proposed Site Layout – FAVS Italian Cucina

Exhibit G: Proposed Site Layout – O' Bricks

EXHIBIT "A"
Location Map



Sidewalk Café
owner: Michael M. Carter
417 thru 435 12th Street W (Old Main Street)
PIDs: 3296100005, 3296900008, 3297200002

Bradenton Department of
Planning and Community Development

Location
0 30 60 90
Yards

LEGEND
Subject Parcel
Other Parcels
Bradenton

EXHIBIT "B"
Future Land Use Map

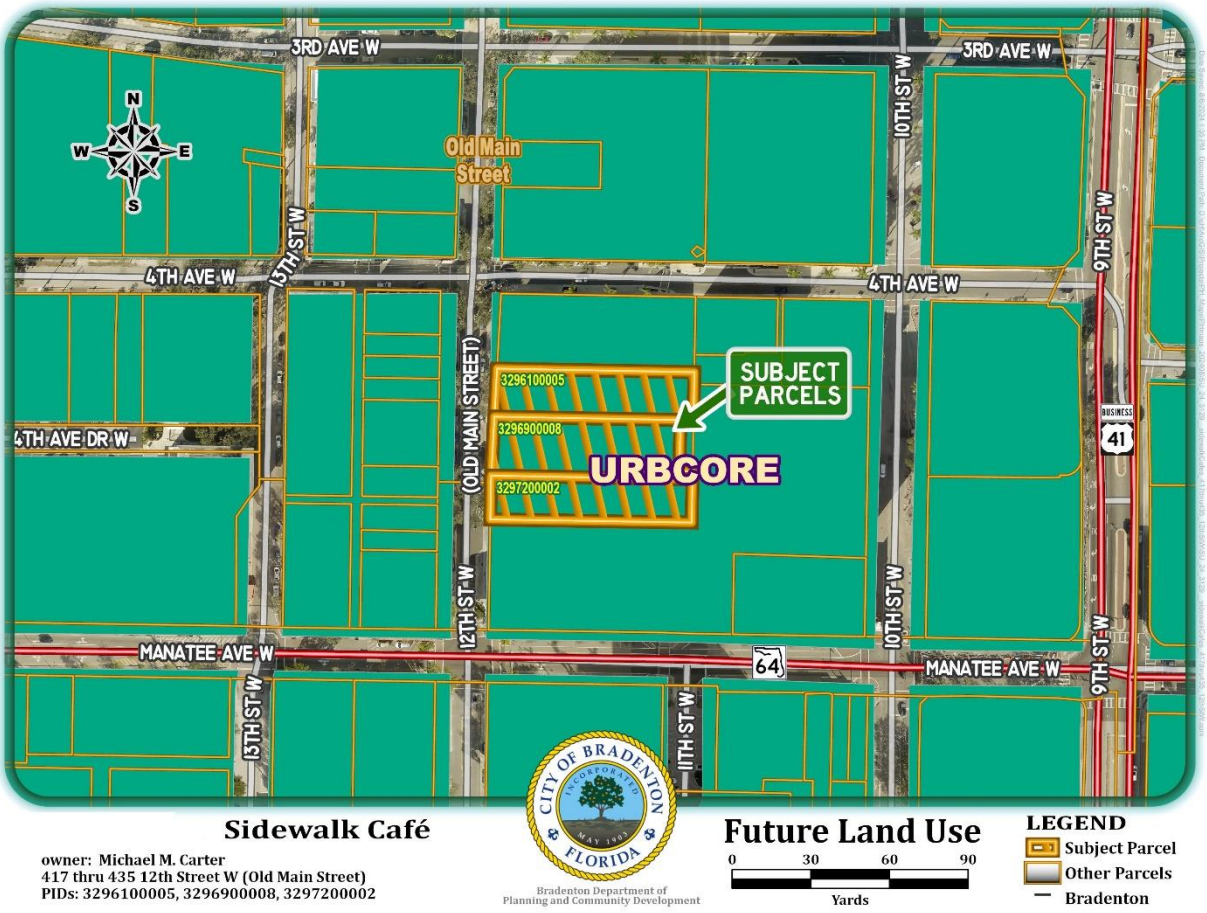


EXHIBIT "C"
Zoning Map

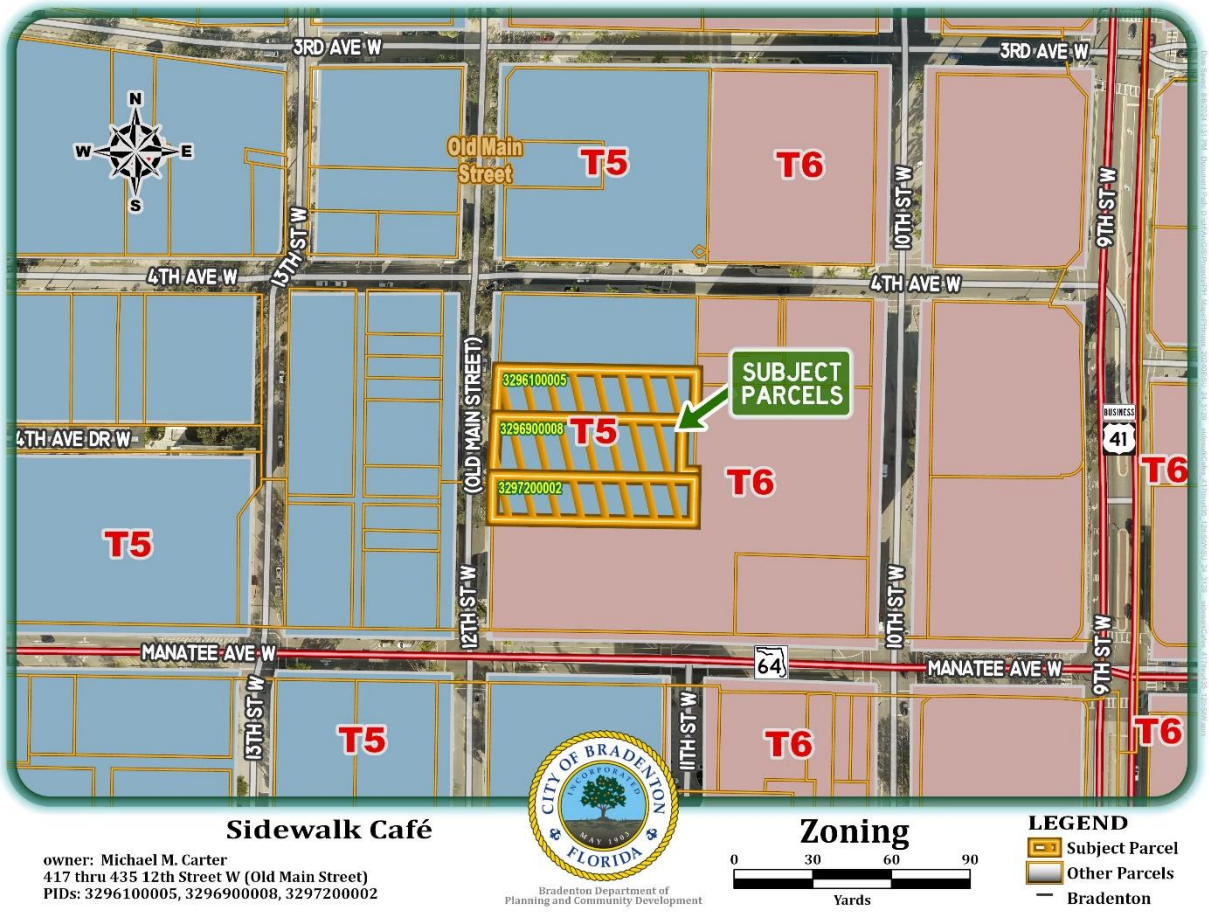


EXHIBIT "D"
Proposed Overall Project Site Layout



EXHIBIT "E"
Proposed Site Layout - Jennings Downtown Provision



EXHIBIT "F"
Proposed Site Layout – FAVS Italian Cucina

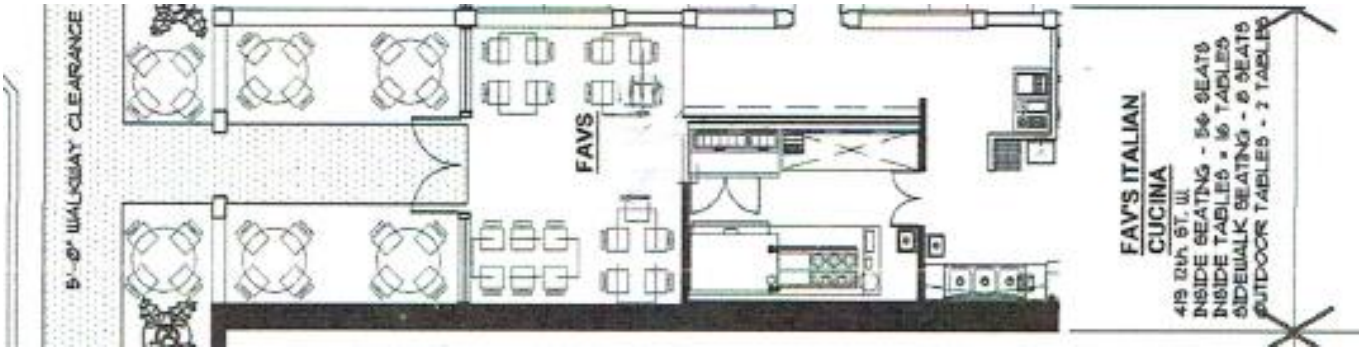
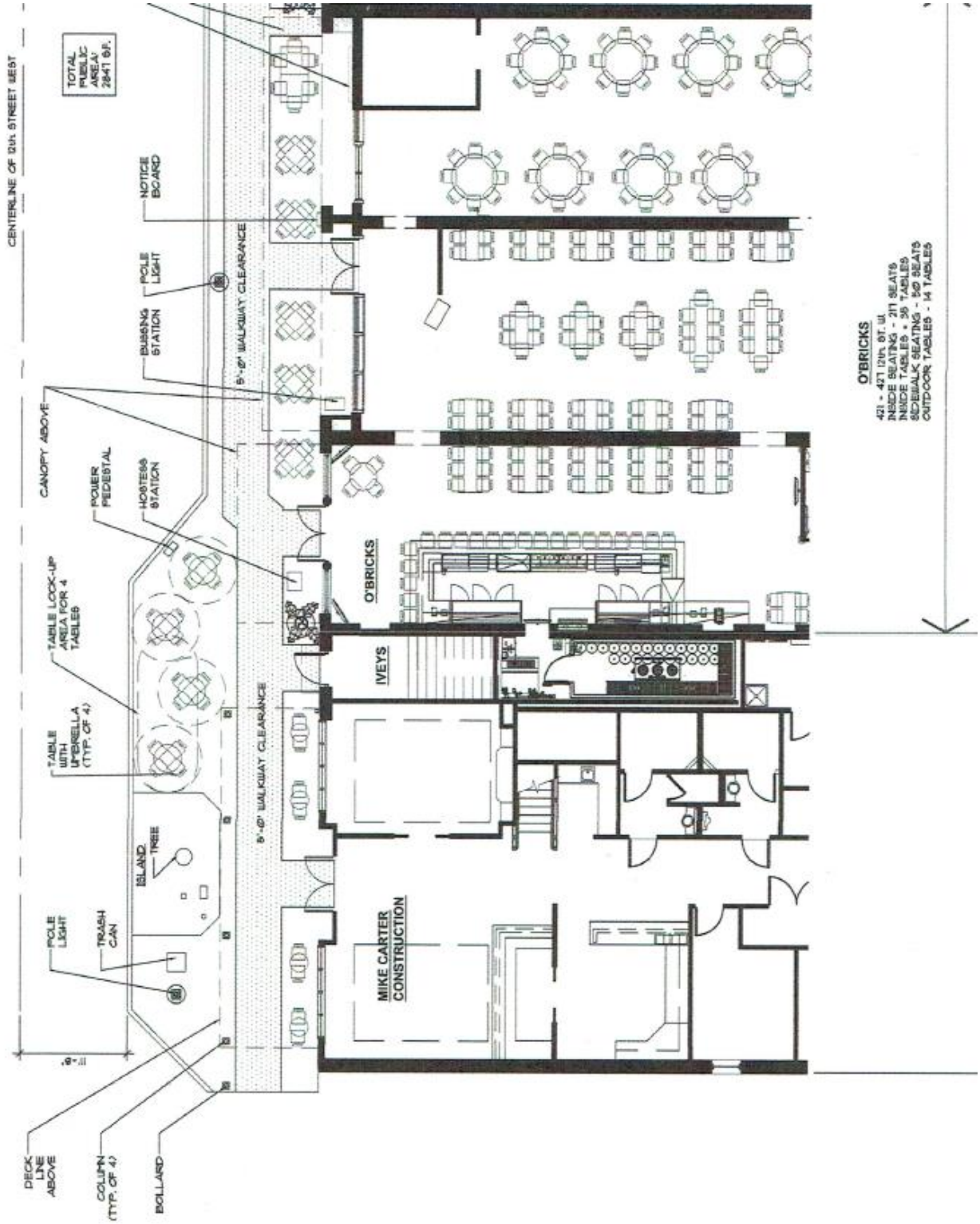


EXHIBIT "G"
Proposed Site Layout – O' Bricks



City Council
November 6, 2024

Case SU.24.3129 | Resolution 24-76
Case SU.24.3621 | Resolution 24-77
Case SU.24.3622 | Resolution 24-78

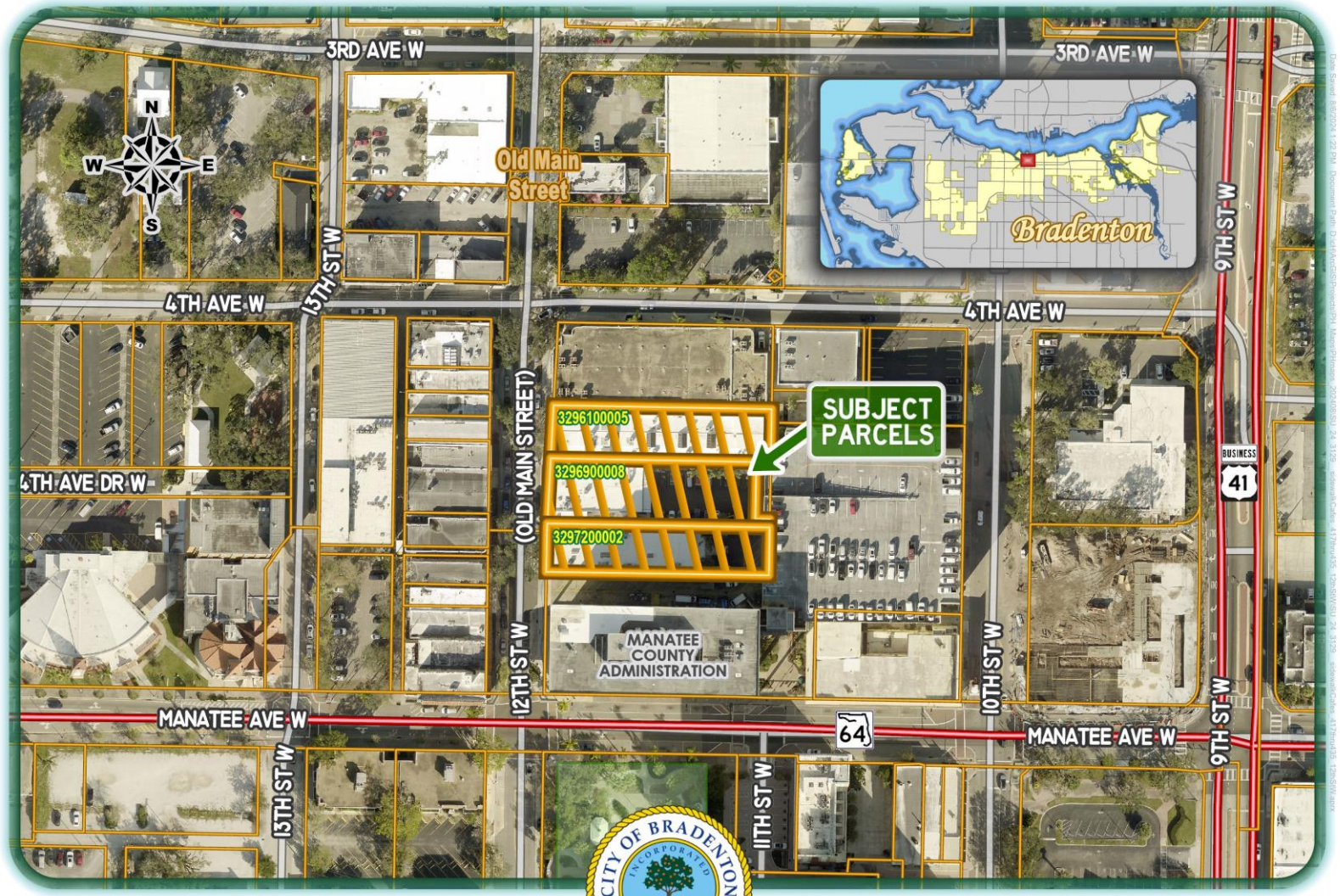
Special Use request to permit sidewalk cafés with alcohol beverage sales for properties located at 417-435 12th Street West

Staff Contact: Greg DeLong; Asst. Director of PCD

Case Information

- Applicant: Michael W. Adams (agent) for The Carter Family Revocable Living Trust
- Addresses: 417-435 12th Street West
- Parcel ID Nos: 3296100005, 3296900008, 3297200002
- Acreage: .8173 acres
- Current Zoning: T4 (Urban Center – Transect District)
- FLUM Zoning: URBCORE (Urban Core)
- Flood Zone: X
- Existing Uses: Three restaurants with alcohol sales
- Purpose: Special Use approval to allow sidewalk cafés with alcohol beverage sales

Location Map



Sidewalk Café

owner: Michael M. Carter
417 thru 435 12th Street W (Old Main Street)
PIDs: 3296100005, 3296900008, 3297200002

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

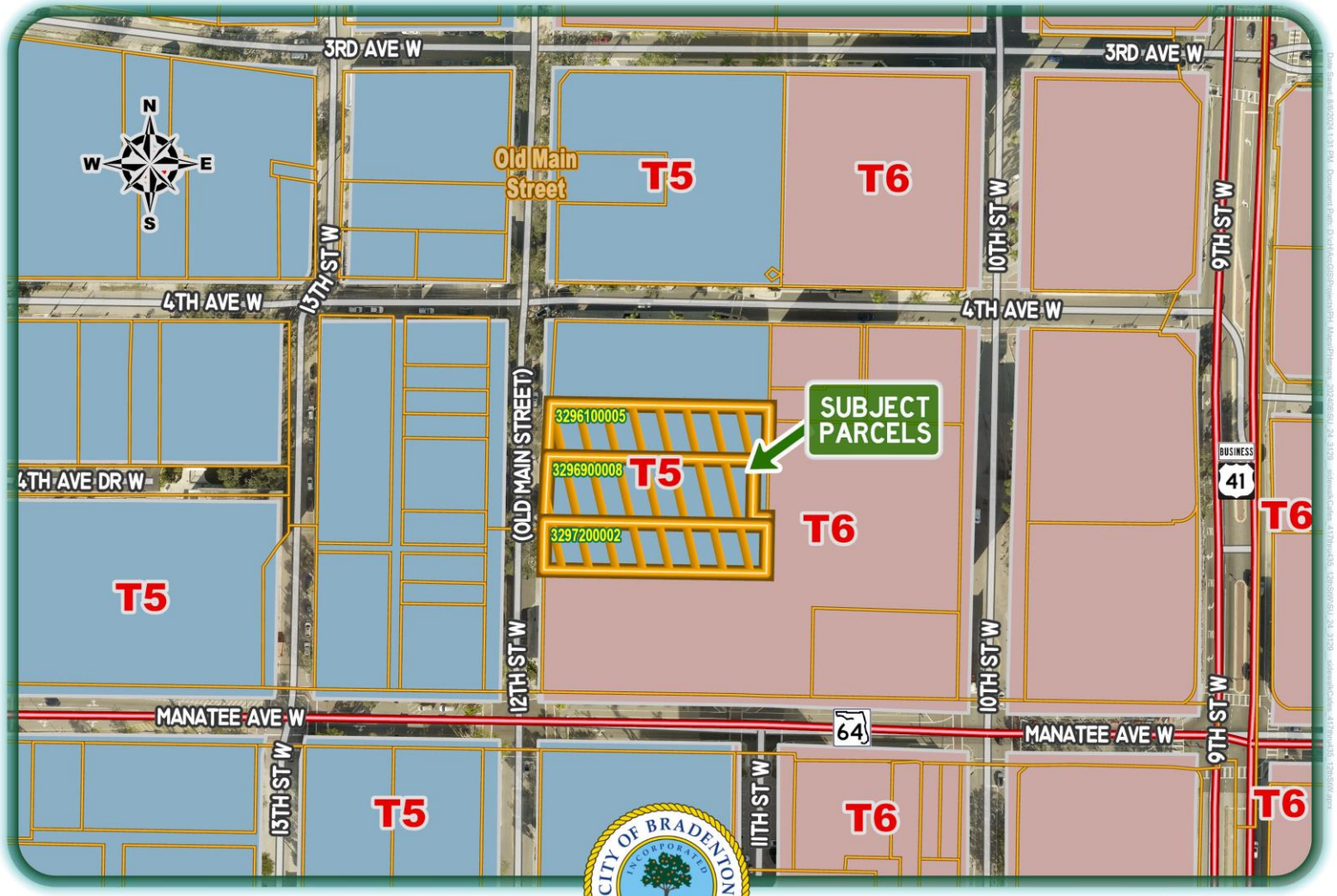
Location

0 30 60 90
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Zoning Map



Sidewalk Café

owner: Michael M. Carter
417 thru 435 12th Street W (Old Main Street)
PIDs: 3296100005, 3296900008, 3297200002

Future Land Use Map



Form Based Code Regulations

- Definitions:
  - 12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

Proposed Requests

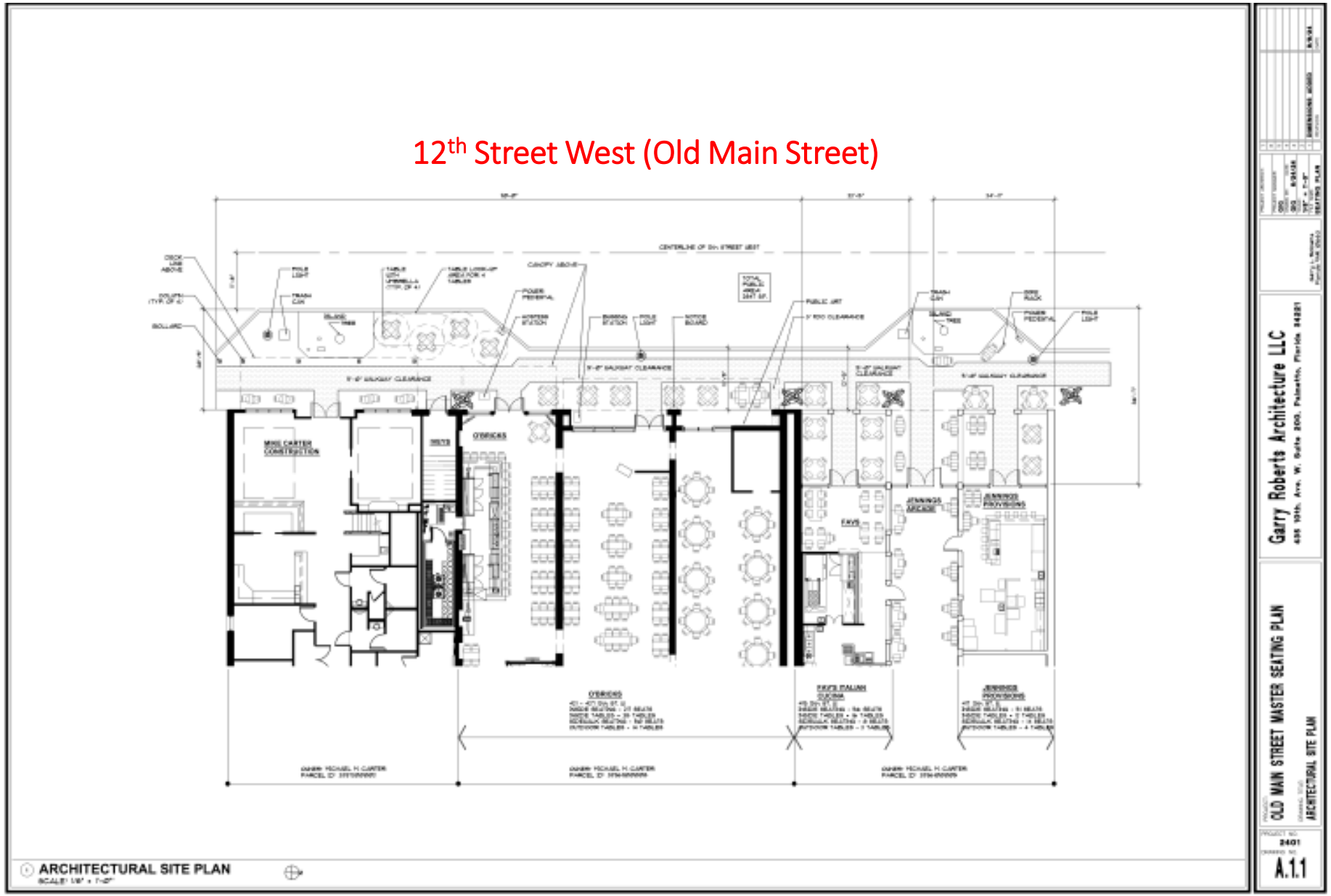
- Applicant is requesting to continue the use of:
  - Sidewalk cafés with alcohol sales at:
    - 417 12th Street West (Jennings Downtown Provisions)
    - 419 12th Street West (FAVS Italian Cucina)
    - 421-435 12th Street West (O' Bricks)
- Proposed request, if approved, will bring the properties into code compliance
- Subject properties are located within the city's Form Based Code Area:
  - Sidewalk cafes with less than 20 seats are permitted but if alcohol sales occur, City Council approval may be required

T4-S

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats(1)			P	P	P	P

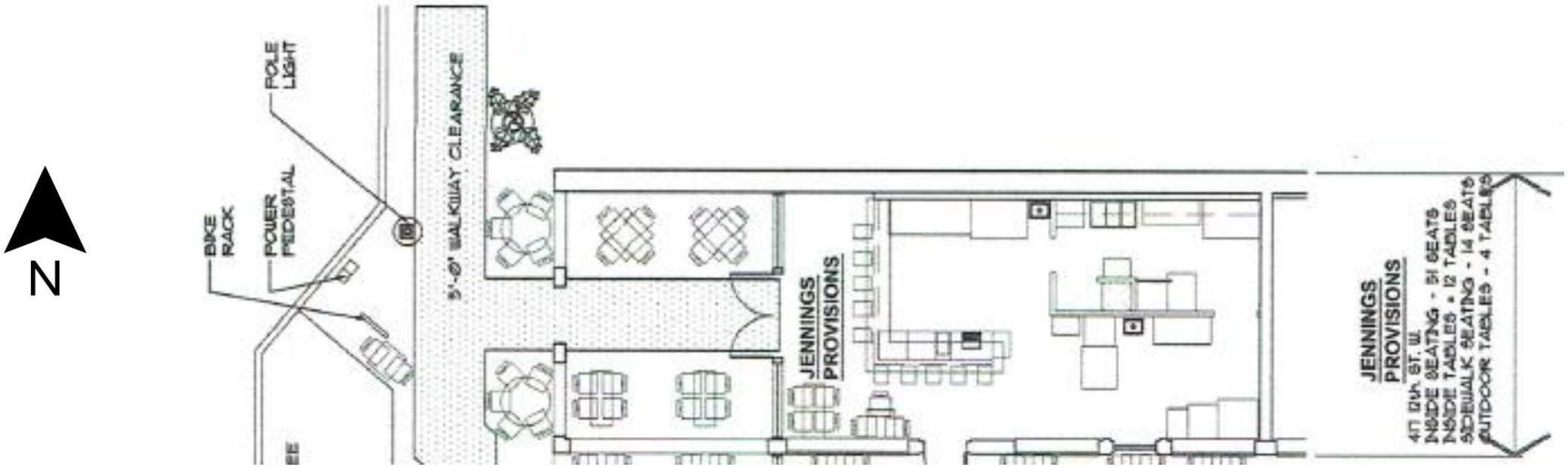
1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

Summary of Proposed Request



Summary of Proposed Request

- Jennings Downtown Provisions:
  - Number of Tables: 4
  - Number of Seats: 14
  - Bussing/Hostess Stations: No
  - Will remove tables and seating from sidewalk when business is closed



Summary of Proposed Request

- Jennings Downtown Provisions:





Summary of Proposed Request

- FAVS Italian Cucina:
  - Number of Tables: 2
  - Number of Seats: 8
  - Bussing/Hostess Stations: No
  - Will remove tables and seating from sidewalk when business is closed



Summary of Proposed Request

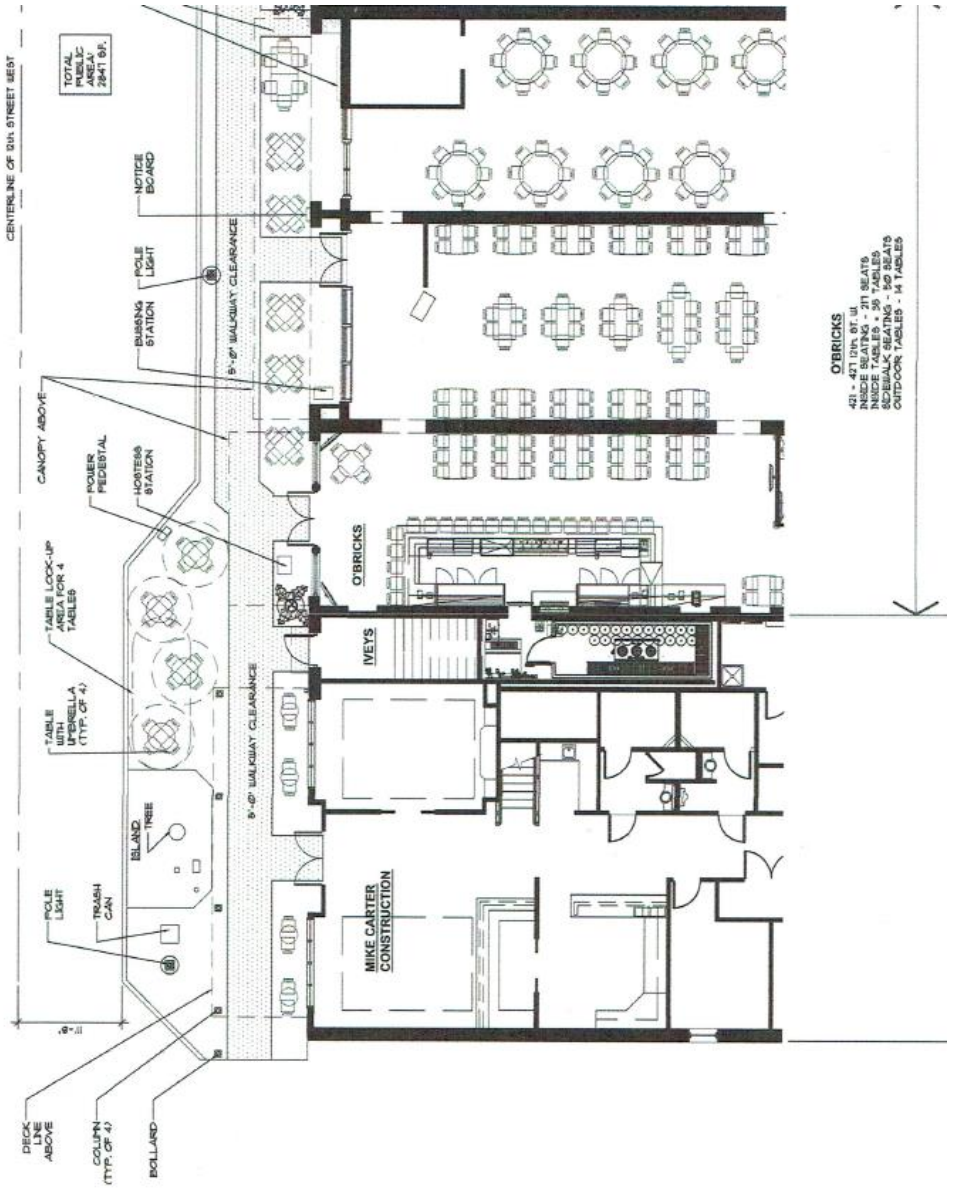
- FAVS Italian Cucina:



Summary of Proposed Request

- O'Bricks:
  - Number of Tables: 14
  - Number of Seats: 50
  - Bussing/Hostess Stations: Yes (one of each)
  - Requesting to allow for 4 tables with umbrellas and 16 chairs to remain on the sidewalk when the business is closed
    - Items will be cabled in a tight cluster rendering them unusable
    - Furniture storage location shown on plans
  - The allowance of 50 chairs and 4 tables with umbrellas to remain on the sidewalk when the business is closed may be applied as a stipulation of approval

Summary of Proposed Request



N

Summary of Proposed Request

- O’Bricks:





Summary of Proposed Request

- O’Bricks:





Summary of Proposed Request

- Additional Information:
  - 5-ft. of traversable space will be provided (measured from perimeter of umbrellas)
    - Meets minimum ADA requirements
  - 3-ft. of clearance being provided to all Fire Department Connections (FDC)

Comprehensive Plan (Design Element)

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space and the Public Realm

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide

LURs (Alcohol & Sidewalk Cafes)

4.3.11 *Sidewalk café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.2 *Maintenance.* Public sidewalks approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

General Special Use Standards

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

- 3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.
- 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.
- 3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

Review Criteria (LURs)

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

- 3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
- 3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.
- 3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.
- 3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Review Criteria (LURs)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.
F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Review Criteria (LURs) - Continued

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

Staff Comments

For Cases SU.24.3129, SU.24.3621, and SU.24.3622 | Resolutions 24-76, 24-77, and 24-78 respectively;

1. City Council is encouraged to evaluate the requests based on the provided criteria, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the requests are found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission Meeting Summary

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Resolution 24-76, Case SU.24.3129 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Planning Commission Meeting Summary

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Resolution 24-77, Case SU.24.3621 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Planning Commission Meeting Summary

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 4-1) of Resolution 24-78, Case SU.24.3622 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 4 tables with umbrellas and 16 chairs may remain on the sidewalk when the business is closed. The items shall be cabled in a tight cluster rendering them unusable and shall be placed as shown on the site plan attached as Exhibit “B”.
d. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating, tables, or umbrellas affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.

Planning Commission Meeting Summary

Resolution 24-78, Case SU.24.3622

Continued list of stipulations:

e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works Department.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Questions?

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	November 6, 2024
SUBMITTED BY:	Monica Friedl, Planning & Community Development
ITEM TYPE:	Resolution
AGENDA SECTION:	BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS
SUBJECT:	**QUASI-JUDICIAL:** FINAL ORDER 24-97, CASE AD.24.3736 - PUBLIC HEARING
SUGGESTED ACTION:	Based on the type of request, this was not brought before Planning Commission.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant is requesting approval to allow for an 8-foot-high-fence that includes 3 strand barbed wire within 35 feet of intersecting streets along the primary frontage along 13th Avenue East and the secondary frontage along 21st Street East within the T4-R district whereas, Barbed wire is prohibited, unless specifically approved by the City Council for non-residential properties.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to either approve or deny Resolution 24-97, Case AD.24.3736

ATTACHMENTS:
Resolution 24-97

Staff Report
Form Based Code Adjustment Application
Presentation

FINAL ORDER
RESOLUTION 24-97

FINAL ORDER OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, APPROVING FORM BASED CODE ADJUSTMENT NO. AD.24.3736 TO ALLOW A 8-FOOT-HIGH FENCE THAT INCLUDES ANTI CLIMB OUTRIGGERS WITH 3 STRAND BARBED WIRE TO BE LOCATED ALONG A PORTION OF THE WESTERN FRONTAGE OF 21ST STREET EAST AND A PORTION OF THE SOUTHERN FRONTAGE OF 13TH AVENUE EAST; FOR PROPERTY LOCATED AT 2100 13TH AVENUE EAST, BRADENTON, FLORIDA, 34208 (PARCEL ID 1360500209), AS MORE PARTICULARY DESCRIBED HEREIN.

WHEREAS, the City of Bradenton ("Property Owner") owns the property located at 2100 13th Avenue East, Bradenton, Florida, more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the Florida National Guard through its Department of Military Affairs (the "Applicant") is the lessee of the Property and submitted an application for a request to allow a 8-foot-high fence to include anti-climb outriggers with 3 stranded barbed wire to be located within the primary and secondary frontages along 21st Street East and 13th Avenue East, as shown on the site plan attached as Exhibit "B"; and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Element designates the Property as RESMED (Medium Density Residential); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property as T4-R (General Urban Restricted);

WHEREAS, the City of Bradenton Form Based Code Regulations, Section 4.13, provides standards regarding Dimensional requirements for fences; and

WHEREAS, the City of Bradenton Form Based Code Regulations, Section 4.13.1 states barbed wire is prohibited, unless specifically approved by the City Council for non-residential properties only; and

WHEREAS, the City of Bradenton Form Based Code Regulations, Section 1.5.3 states the Land Use Regulations shall be used for subjects not covered by this code; and

WHEREAS, the record of the public hearing, including the staff report and applicant submittal materials, are hereby incorporated and made a part of this Final Order.

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:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.

b. The Property Owner is requesting approval to allow an 8' fence to include anti-climb outrigger with 3 strand barbed wire within the primary and secondary frontages of the lot, as shown on the site plan attached as Exhibit "B".

c. Perimeter and barbed wiring fencing meet minimum Army Regulation requirements as suitable protection and physical security measures for protecting high-value physical capital and human resources.

d. The request is consistent with the Goals, Policies, and Objectives of the Comprehensive Plan.

Section 2. Order. Based upon the foregoing, the request is hereby approved for the Property to allow an 8' high black vinyl fence to include anti- climb outriggers with 3 stranded barbed wire along a portion of the western frontage off 21st Street East and a portion of the southern frontage off 13th Avenue East, as shown on the site plan attached as Exhibit "B", subject to the following stipulations:

a. A 35-foot sight visibility triangle shall be maintained on the corner of 21st Street East and 13th Avenue East.
b. The fence shall remain within the property's boundary and out of the right-of-way.

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 Order 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 Variance which shall remain in full force and effect.

Section 5. Effective Date. The effective date of this Order shall be upon adoption and recordation of the Order in the Official Records of Manatee County. The Applicant shall be responsible for recording the Order with the Clerk of the Court and delivering a copy of the recorded Order to the City Planning Department.

ADOPTED WITH A QUORUM PRESENT AND VOTING BY THE CITY COUNCIL OF THE CITY OF BRADENTON THIS 6TH DAY OF NOVEMBER, 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

Legal Description:

LOT 61 LESS THE N 29.5 FT & LOTS 86,87, 88,89 BLK B LOTS 102 THRU 108 & LOTS 133 THRU 140 BLK C LOTS 15, 16,17,18,19,20,31,32, 33,34,35, 36,37,38 BLK D LOTS 62 THRU 70 & LOTS 76 THRU 85 BLK E LOTS 109 THRU 118 & LOTS 122 THRU 132 BLK F, THAT PART OF PERRY PARK REPLAT NOT PLATTED REPLAT OF PERRY PARK P-10 TOGETHER WITH THAT PART OF VACATED 11TH AVE E FROM THE W R/W LN OF 21ST ST CT E TO THE E R/W LN OF 24TH ST E LYING ADJ TO ABOVE PARCEL, ALSO TOGETHER WITH VACATED 21ST ST CT E FROM N R/W LN OF 11TH AVE E TO THE N R/W LN OF 13TH AVE E, ALSO TOGETHER WITH VACATED 22ND ST E FROM A PT WHICH IS 215.15 FT N OF THE N R/W LN OF 11TH AVE E & ALSO THE SE COR OF LOT 90, PERRY PARK REPLAT TO THE N R/W LN OF 13TH AVE E, ALSO TOGETHER WITH THE W 1/2 VACATED 23RD ST E FROM THE N R/W LN OF 10TH AVE DR E TO THE N R/W LN OF 13TH AVE E, ALL PER RES NO. 07-36 REC IN OR 2226/5502 & CORRECTED PER OR 2230/3459 & OR 2300/7276 DTD 08/15/07; TOG WITH THE FOLLOWING DESC PARCEL: LOTS 21 THRU 59 INCLUSIVE, LOTS 61 & 62 SOUTH AVENUE PARK TOGETHER WITH THE S 1/2 OF VACATED 10TH AVE DR E, FROM THE E R/W LN OF 23RD ST E TO W R/W 24TH ST E, TOGETHER WITH THAT PART OF THE E 1/2 OF VACATED 23RD ST E FROM THE N R/W LN OF 10TH AVE DR E TO THE N R/W LN OF 13TH AVE E LYING ADJ TO ABOVE PARCEL, TOGETHER WITH THAT PART OF VACATED 11TH AVE E FROM THE W R/W LN OF 21ST ST CT E TO THE E R/W LN OF 24TH ST E LYING ADJ TO ABOVE PARCEL, TOGETHER WITH THAT PART OF VACATED 12TH AVE E FROM THE E R/W LN OF 23RD ST E TO THE W R/W LN OF 25TH ST E LYING ADJ TO ABOVE PARCEL, TOGETHER WITH THAT PART OF VACATED 12TH AVE DR E FROM THE E R/W LN OF 23RD ST E TO THE W R/W LN OF 25TH ST E LYING ADJ TO ABOVE PARCEL, TOGETHER WITH W 1/2 OF VACATED 24TH ST E FROM THE N R/W LN OF 11TH AVE E TO THE N R/W LN OF 13TH AVE E ALL PER RESOLUTION NO. 07-36 REC IN OR 2226/5502 & CORRECTED PER OR 2230/3459 & OR 2300/7276 DTD 08/15/07; LESS THAT PART INCL IN OR 2372/1180 DESC AS FOLLOWS: PARCEL TWO: A PARCEL OF LAND BEING A PORTION OF SOUTH AVENUE PARK, A SUB LYING IN SEC 31, TWN 34, RNG 18, AS PER PLAT THEREOF, REC IN PB 4 PG 124 OF PRMCF, BEING DESC AS FOLLOWS: COM AT THE NE COR OF LOT 6 OF SD SOUTH AVENUE PARK; TH S 00 DEG 16 MIN 05 SEC W, ALG THE E LN OF SD SOUTH AVENUE PARK, ALSO BEING THE WEST R/W LN OF 24ST E, A DIST OF 359.89 FT TO THE POB; TH CONT S 00 DEG 16 MIN 05 SEC W, ALG SD E LN, A DIST OF 54.91 FT TO THE NE COR OF LOT 26 OF SD SOUTH AVENUE PARK; TH N 89 DEG 32 MIN 36 SEC W, ALG THE N LN OF LOTS 26, 25, 24, 23 AND 22, A DIST OF 222.49 FT TO THE NW COR OF SD LOT 22; TH N 00 DEG 47 MIN 25

SEC W, A DIST OF 40.01 FT TO THE SW COR OF LOT 19 OF SD SOUTH AVENUE PARK; TH N 00 DEG 44 MIN 47 SEC W, ALG THE W LN OF SD LOT 19, A DIST OF 14.91 FT; TH S 89 DEG 32 MIN 36 SEC E, A DIST OF 223.50 FT TO THE POB; ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOTS 33 THRU 62 SHADOWLAWN TOGETHER WITH THAT PART OF THE E 1/2 VACATED 24TH ST E FROM THE N R/W LN OF 11TH AVE E TO THE N R/W LN OF 13TH AVE E LYING ADJ TO ABOVE PARCEL, ALSO TOGETHER WITH THAT PART OF VACATED 12TH AVE E FROM THE E R/W LN OF 23RD ST E TO THE W R/W LN OF 25TH ST E LYING ADJ TO ABOVE PARCEL, ALSO TOGETHER WITH THAT PART OF VACATED 12TH AVE DR E FROM THE E R/W LN OF 23RD ST E TO THE W R/W LN OF 25TH ST E LYING ADJ TO ABOVE PARCEL ALL PER RES NO.07-36 REC IN OR 2226/5502 & CORRECTED PER OR 2230/3459 & OR 2300/7276 DTD 08/15/07; ALSO TOG WITH THE FOLLOWING DESC PARCEL: PARCEL TWO: A PARCEL OF LAND BEING A PORTION OF SOUTH AVENUE PARK, A SUB LYING IN SEC 31, TWN 34, RNG 18, AS PER PLAT THEREOF, REC IN PB 4 PG 124 OF PRMCF, BEING DESC AS FOLLOWS: COM AT THE NE COR OF LOT 6 OF SD SOUTH AVENUE PARK; TH S 00 DEG 16 MIN 05 SEC W, ALG THE E LN OF SD SOUTH AVENUE PARK, ALSO BEING THE WEST R/W LN OF 24ST E, A DIST OF 359.89 FT TO THE POB; TH CONT S 00 DEG 16 MIN 05 SEC W, ALG SD E LN, A DIST OF 54.91 FT TO THE NE COR OF LOT 26 OF SD SOUTH AVENUE PARK; TH N 89 DEG 32 MIN 36 SEC W, ALG THE N LN OF LOTS 26, 25, 24, 23 AND 22, A DIST OF 222.49 FT TO THE NW COR OF SD LOT 22; TH N 00 DEG 47 MIN 25 SEC W, A DIST OF 40.01 FT TO THE SW COR OF LOT 19 OF SD SOUTH AVENUE PARK; TH N 00 DEG 44 MIN 47 SEC W, ALG THE W LN OF SD LOT 19, A DIST OF 14.91 FT; TH S 89 DEG 32 MIN 36 SEC E, A DIST OF 223.50 FT TO THE POB, (OR 2372/1180); ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOT 60, SOUTH AVENUE PARK (1986/4132) TOGETHER WITH THAT PART OF THE S 1/2 VACATED 12TH AVE DR E FROM THE E R/W LN OF 23RD ST E TO THE W R/W LN OF 25TH ST E LYING ADJ TO LOT 60, SOUTH AVE PARK PER RESOLUTION NO. 07-36 REC IN OR 2226/5502 & CORRECTED PER OR 2230/3459 & OR 2300/7276 DTD 08/15/07; ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOT 20 SOUTH AVENUE PARK; TOGETHER WITH THAT PART OF THE N 1/2 VACATED 10TH AVE DR E, FROM E R/W N OF 23RD ST E TO W R/W 24TH ST E, LYING S OF ABOVE PARCEL, ALSO TOGETHER WITH THAT PART OF VACATED 23RD ST E FROM N R/W LN OF 10TH AVE DR E TO THE N R/W LN OF 13TH AVE E LYING CONTIGUOUS TO ABOVE PARCEL, PER RESOLUTION NO.07-36 REC IN OR 2226/5502 & CORRECTED IN OR 2230/3459 & OR 2300/7276, PI#13605.0020/9

EXHIBIT "B"

Bradenton Armory, 2100 13th Ave, E, Bradenton, Florida 34208



City of Bradenton
Planning and Community Development Department
City Council Public Hearing
November 6, 2024

Staff Report

Case Number:	AD.24.3736
Resolution:	24-97
Applicant:	Joanne Diaz, Deputy CRMO; Department of Military Affairs (agent)
Address:	2100 13th Ave. East
Parcel ID:	1360500209
Zoning:	T4-R (General Urban Restricted)
FLUM:	RESMED (Residential Medium Density) & R/OS (Recreation/Open Space)
Flood Zone:	X

Surrounding Properties

Zoning:

North:	T4-R (General Urban Restricted)
South:	R-2 (Medium Density Single Family)
East:	T4-R (General Urban Restricted)
West:	T4-R (General Urban Restricted)

Future Land Use:

North:	RESMED (Residential Medium Density)
South:	RESMED (Residential Medium Density)
East:	RESMED (Residential Medium Density)
West:	RESMED (Residential Medium Density)

REQUEST

The applicant is requesting approval to construct a new 8’ high fence which includes 7’ of black coated vinyl chain link with an additional 1’ on top consisting of three strand barbed wire and two new manual cantilevers along a portion of the primary south and secondary west frontages of the subject parcel within 35-feet of the right-of-way.

The subject property is about 29.5 acres and is leased to the Department of Military Affairs by the City of Bradenton. This site is located within the Form Based Code area of the city.

Per the application materials, the proposed fence meets minimum Army Regulation requirements ensuring physical security measures by protecting high-value physical capital and human resources while satisfying vulnerability assessment requirements.

Construction of the proposed fence will include:

- 12-gauge steel ties.
- Tension wires will be installed and interwoven along the top and bottom of the fence for stabilization of the fence fabric.
- Chain link fabric will be 7’ high with an additional 1’ in height composed of 3 strands of barbed wired as required, totaling a fence height of 8’.
- A top guard overhang of barbed wire will be installed along the top of a fence, facing outward (away from the protected site) and upward at approximately a 45-degree angle.
- Top guard supporting arms will be permanently affixed to the top of fence posts to increase the overall height of the fence at least 1 foot.
- Three strands of 12-guage barbed wire, equally spaced, will be installed on the supporting arms.

This request has been brought directly to City Council per section 4.13.1 of the Form Based Code which notes “barbed wire is prohibited, unless specifically approved by the City Council for non-residential properties.” Further noted within Land Use regulations for non- residential properties, “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.

FORM BASED CODE

Article 1- General Provisions

Schedule 1- Approvals Required for Land Use Requests

TYPE OF REQUEST SECTION REFERENCE	APPROVALS REQUIRED (PH-Public Hearing, O-Ordinance)				
	ADMINISTRATIVE	PLANNING COMMISSION (PC)	CITY COUNCIL	ARCHITECTURAL REVIEW BOARD (ARB)	CIRCUIT COURT
2.2.18 Special City Council Approval			X		

4.13 Fence Standards

4.13.1 Fences, to include garden walls, hedges, and similar screening devices, shall be subject to the following general standards for zones T3, T4-R, T4-O, T5, T6.

a. A fence not more than 4 feet in height may be located along all property lines.

b. A fence not more than 6 feet in height may be allowed on any property line (or lot line, as applicable) that is located at or behind the façade of the primary structure.

c. No fence shall be erected that interferes with sight visibility triangles.

d. Fences, or garden walls, of permanent construction may be made of metal, wood, vinyl, masonry, or concrete. Other fences or supporting structure materials may be considered by the PCD Director. Such fences may be subject to review by the Fire Department and the Building & Construction Services Division.

e. Barbed wire is prohibited, unless specifically approved by the City Council for non-residential properties only.

f. Vacant lots cannot be enclosed with a fence without the presence of a permitted primary structure.

g. The City shall not be responsible for improperly placed fences. When the PCD Director determines that a fence has been improperly placed, the owner of the fence shall relocate the fence within ten days of a notice of violation issued by the City. A fence or hedge may be permitted within an easement, provided the owner signs an affidavit, prior to the issuance of a fence permit stating that if it becomes necessary for the City or public utility to use the easement, the property owner will remove any portion or all of the fence at his/her expense.

h. Temporary fences may be permitted for non-residential uses with approval by the PCD Director for up to two years from permit approval. An extension may be granted up to one year by the PCD Director.

LAND USE REGULATIONS

Per Article 1- Schedule 1 of the Form Based Code, special city council approval is required in certain cases.

2.2.18 Special city council approvals

> Special approvals by city council as required in various sections of these LURs may be applied for by submitting a letter of request to the PCD director along with the fee as required by appendix A. Unless otherwise stated elsewhere in these LURs, no public hearing shall be required. City council shall hear the request and render a decision on the application.

5.2.2.4 Fences & Hedges. The following standards shall apply:

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.

Chapter 10 Definitions:

Visibility triangle or *vision triangle:* A triangular-shaped portion of land established at street intersections or street and driveway intersections in which nothing is erected or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. For street intersections, this triangle is measured 35 feet in length from the intersection along the abutting right-of-way lines to form a triangle; and for driveway intersections, this triangle is measured ten feet from the intersection along the right-of-way line and along the driveway line to form a triangle.

COMPREHENSIVE PLAN ELEMENTS

Policy 1.1.2 – Traditional/Urban Neighborhood Principles

The City shall preserve and enhance neighborhoods based on each neighborhood’s essential ingredients. These ingredients are important in the design of the neighborhood. The design principles for traditional/urban neighborhoods are:

- Neighborhoods should be designed to establish an identity and value that motivate residents to protect them, including:

    1. Neighborhood names and identities;
    2. Lot and block designs that reinforce pedestrian use of the streets and a neighborly relationship of the homes;
    3. Compatible, not necessarily identical, residential densities and housing types, consistent with the future land use designation and zoning category;
    4. Economic and social diversity;
    5. Neighborhood parks;
    6. Neighborhood organization for communication and conflict resolution; and
    7. Training and technical assistance for neighborhood-based planning initiatives.

Policy 1.2.1 – Establish a Future Land Use Map

Medium Density Residential (RESMED):

Residential uses, with a potential neighborhood commercial component, as part of a Planned Development or in the form-based code area which will consist of light retail, restaurants, personnel services, office and other similar neighborhood activities. Auto-oriented uses such as gas stations, car washes, vehicles sales, auto repair, vehicle storage, and drive thru's are prohibited.

PLANNING & COMMUNITY DEVELOPMENT ANALYSIS

**** Please see the application materials for the applicant's response to the Review Criteria & Letter of Request.***

**** Reminder: If approved, the approval will run in perpetuity with the land and not the use of the property or ownership.***

Form Based Code regulations associated with fences for a non-residential site allows; (1) a 4' fence may be placed along all property lines, (2) No fence shall be erected that interferes with sight visibility triangles (35-feet in length from the intersection of streets), and (3) Barbed wire is prohibited, unless specifically approved by the City Council for non-residential properties only.

The applicant's request is to deviate from the three previously noted requirements within 35-feet of a right-of-way.

The Comprehensive Plan encourages the City to preserve and enhance existing neighborhoods and foster development which are sensitive to the development pattern of surrounding properties. Compatibility is critical to maintaining the character and integrity of an established neighborhood. As the Commission reviews the subject request, the Commission should take into consideration the intent of the Comprehensive Plan and whether the proposed request alters the character of the neighborhood.

Should City Council wish to approve the proposed request, staff recommends that the following conditions be considered for its approval.

a. A 35-foot sight visibility triangle shall be installed and maintained on the corner of 21st Street East and 13th Avenue East.
b. The fence shall be installed within the property's boundary and out of the right-of-way.

Respectfully submitted,

Monica Friedl
City Planner

EXHIBITS

EXHIBIT A: Location
EXHIBIT B: Future Land Use
EXHIBIT C: Zoning
EXHIBIT D: Legal Description
EXHIBIT E: Site Plan

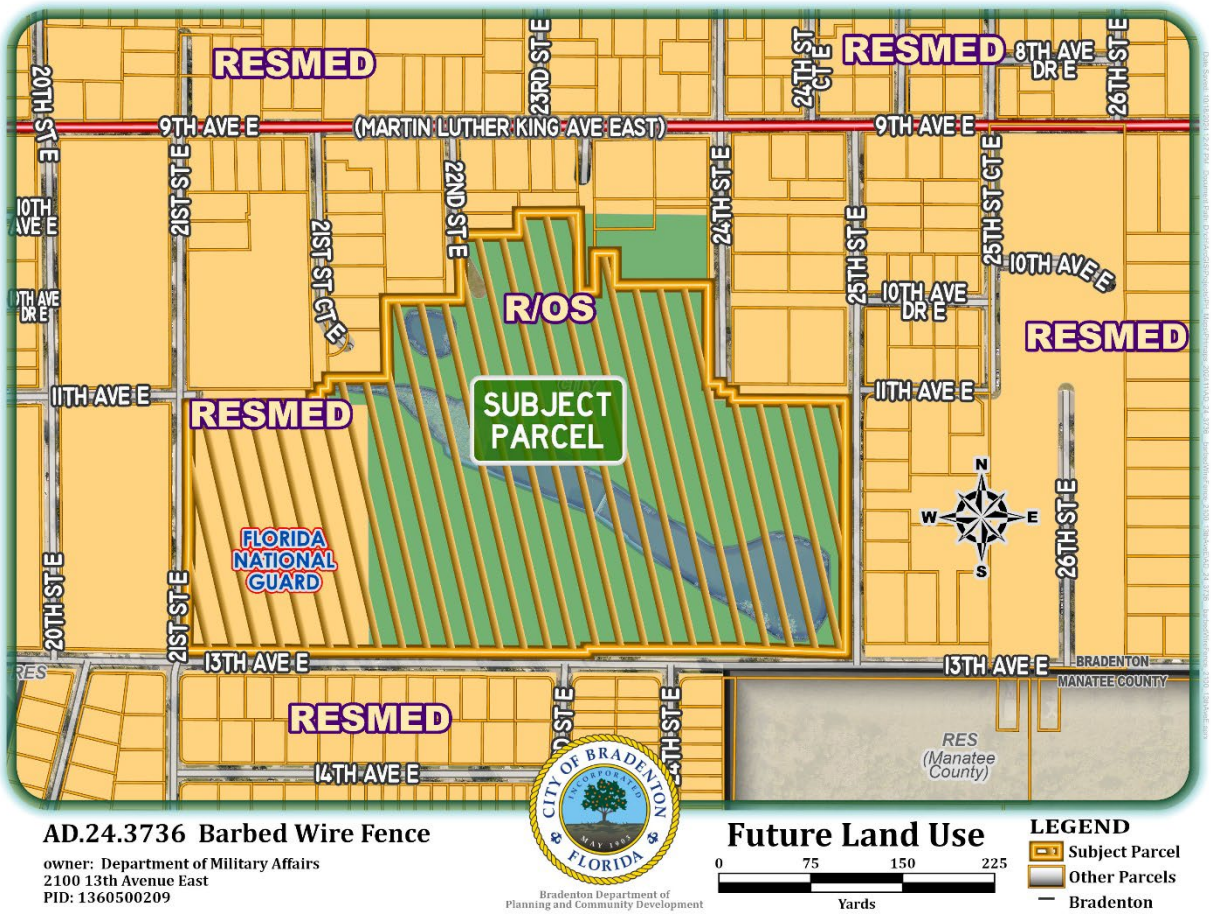
EXHIBIT A

Location Map



EXHIBIT B

Future Land Use Map



AD.24.3736 Barbed Wire Fence

owner: Department of Military Affairs
2100 13th Avenue East
PID: 1360500209

Bradenton Department of Planning and Community Development

Future Land Use

0 75 150 225
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

EXHIBIT C

Zoning Map

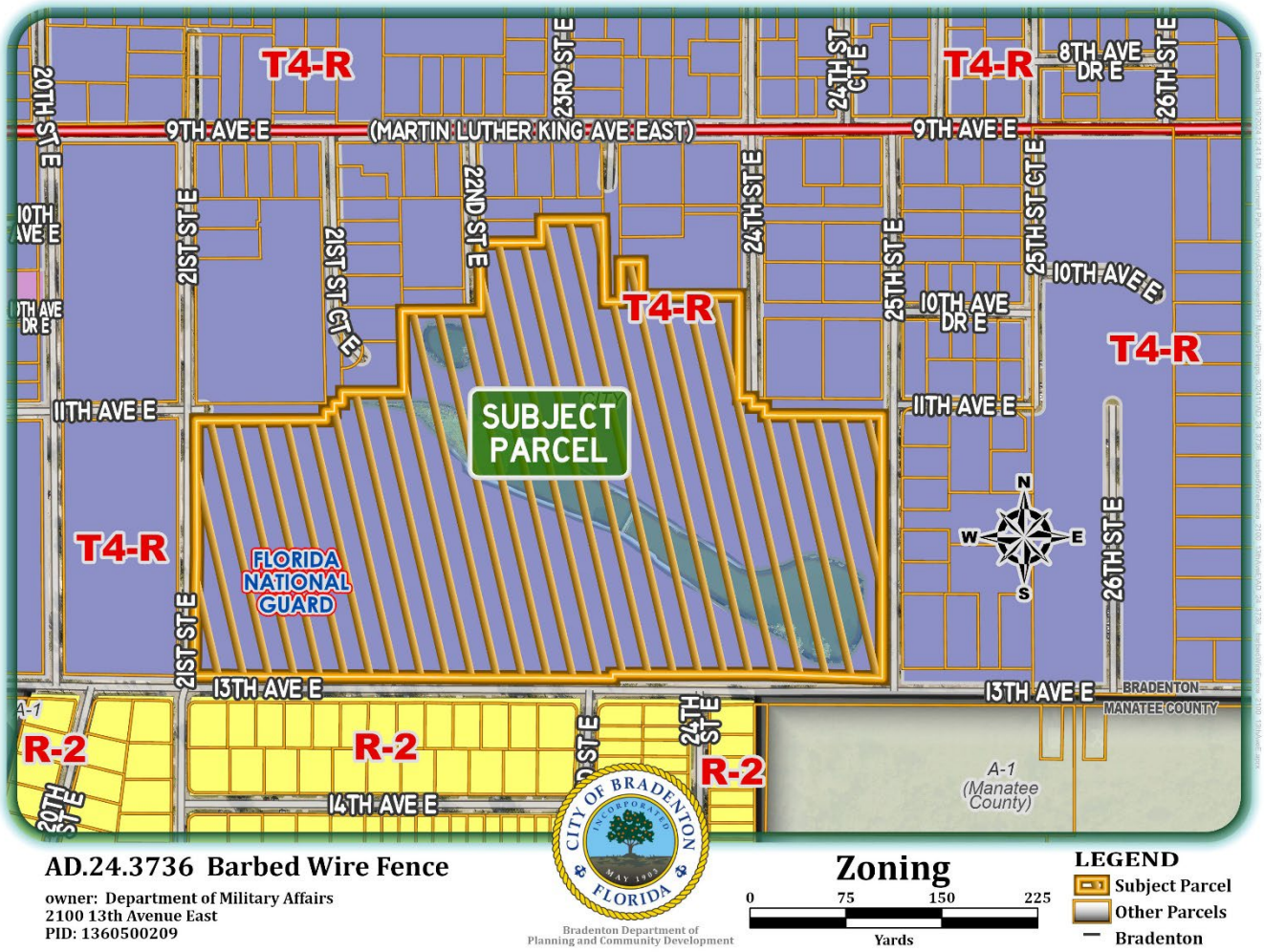


EXHIBIT D

Legal Description

LOT 61 LESS THE N 29.5 FT & LOTS 86,87, 88,89 BLK B LOTS 102 THRU 108 & LOTS 133 THRU 140 BLK C LOTS 15, 16,17,18,19,20,31,32, 33,34,35, 36,37,38 BLK D LOTS 62 THRU 70 & LOTS 76 THRU 85 BLK E LOTS 109 THRU 118 & LOTS 122 THRU 132 BLK F, THAT PART OF PERRY PARK REPLAT NOT PLATTED REPLAT OF PERRY PARK P-10 TOGETHER WITH THAT PART OF VACATED 11TH AVE E FROM THE W R/W LN OF 21ST ST CT E TO THE E R/W LN OF 24TH ST E LYING ADJ TO ABOVE PARCEL, ALSO TOGETHER WITH VACATED 21ST ST CT E FROM N R/W LN OF 11TH AVE E TO THE N R/W LN OF 13TH AVE E, ALSO TOGETHER WITH VACATED 22ND ST E FROM A PT WHICH IS 215.15 FT N OF THE N R/W LN OF 11TH AVE E & ALSO THE SE COR OF LOT 90, PERRY PARK REPLAT TO THE N R/W LN OF 13TH AVE E, ALSO TOGETHER WITH THE W 1/2 VACATED 23RD ST E FROM THE N R/W LN OF 10TH AVE DR E TO THE N R/W LN OF 13TH AVE E, ALL PER RES NO. 07-36 REC IN OR 2226/5502 & CORRECTED PER OR 2230/3459 & OR 2300/7276 DTD 08/15/07; TOG WITH THE FOLLOWING DESC PARCEL: LOTS 21 THRU 59 INCLUSIVE, LOTS 61 & 62 SOUTH AVENUE PARK TOGETHER WITH THE S 1/2 OF VACATED 10TH AVE DR E, FROM THE E R/W LN OF 23RD ST E TO W R/W 24TH ST E, TOGETHER WITH THAT PART OF THE E 1/2 OF VACATED 23RD ST E FROM THE N R/W LN OF 10TH AVE DR E TO THE N R/W LN OF 13TH AVE E LYING ADJ TO ABOVE PARCEL, TOGETHER WITH THAT PART OF VACATED 11TH AVE E FROM THE W R/W LN OF 21ST ST CT E TO THE E R/W LN OF 24TH ST E LYING ADJ TO ABOVE PARCEL, TOGETHER WITH THAT PART OF VACATED 12TH AVE E FROM THE E R/W LN OF 23RD ST E TO THE W R/W LN OF 25TH ST E LYING ADJ TO ABOVE PARCEL, TOGETHER WITH THAT PART OF VACATED 12TH AVE DR E FROM THE E R/W LN OF 23RD ST E TO THE W R/W LN OF 25TH ST E LYING ADJ TO ABOVE PARCEL, TOGETHER WITH W 1/2 OF VACATED 24TH ST E FROM THE N R/W LN OF 11TH AVE E TO THE N R/W LN OF 13TH AVE E ALL PER RESOLUTION NO. 07-36 REC IN OR 2226/5502 & CORRECTED PER OR 2230/3459 & OR 2300/7276 DTD 08/15/07; LESS THAT PART INCL IN OR 2372/1180 DESC AS FOLLOWS: PARCEL TWO: A PARCEL OF LAND BEING A PORTION OF SOUTH AVENUE PARK, A SUB LYING IN SEC 31, TWN 34, RNG 18, AS PER PLAT THEREOF, REC IN PB 4 PG 124 OF PRMCF, BEING DESC AS FOLLOWS: COM AT THE NE COR OF LOT 6 OF SD SOUTH AVENUE PARK; TH S 00 DEG 16 MIN 05 SEC W, ALG THE E LN OF SD SOUTH AVENUE PARK, ALSO BEING THE WEST R/W LN OF 24ST E, A DIST OF 359.89 FT TO THE POB; TH CONT S 00 DEG 16 MIN 05 SEC W, ALG SD E LN, A DIST OF 54.91 FT TO THE NE COR OF LOT 26 OF SD SOUTH AVENUE PARK; TH N 89 DEG

32 MIN 36 SEC W, ALG THE N LN OF LOTS 26, 25, 24, 23 AND 22, A DIST OF 222.49 FT TO THE NW COR OF SD LOT 22; TH N 00 DEG 47 MIN 25 SEC W, A DIST OF 40.01 FT TO THE SW COR OF LOT 19 OF SD SOUTH AVENUE PARK; TH N 00 DEG 44 MIN 47 SEC W, ALG THE W LN OF SD LOT 19, A DIST OF 14.91 FT; TH S 89 DEG 32 MIN 36 SEC E, A DIST OF 223.50 FT TO THE POB; ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOTS 33 THRU 62 SHADOWLAWN TOGETHER WITH THAT PART OF THE E 1/2 VACATED 24TH ST E FROM THE N R/W LN OF 11TH AVE E TO THE N R/W LN OF 13TH AVE E LYING ADJ TO ABOVE PARCEL, ALSO TOGETHER WITH THAT PART OF VACATED 12TH AVE E FROM THE E R/W LN OF 23RD ST E TO THE W R/W LN OF 25TH ST E LYING ADJ TO ABOVE PARCEL, ALSO TOGETHER WITH THAT PART OF VACATED 12TH AVE DR E FROM THE E R/W LN OF 23RD ST E TO THE W R/W LN OF 25TH ST E LYING ADJ TO ABOVE PARCEL ALL PER RES NO.07-36 REC IN OR 2226/5502 & CORRECTED PER OR 2230/3459 & OR 2300/7276 DTD 08/15/07; ALSO TOG WITH THE FOLLOWING DESC PARCEL: PARCEL TWO: A PARCEL OF LAND BEING A PORTION OF SOUTH AVENUE PARK, A SUB LYING IN SEC 31, TWN 34, RNG 18, AS PER PLAT THEREOF, REC IN PB 4 PG 124 OF PRMCF, BEING DESC AS FOLLOWS: COM AT THE NE COR OF LOT 6 OF SD SOUTH AVENUE PARK; TH S 00 DEG 16 MIN 05 SEC W, ALG THE E LN OF SD SOUTH AVENUE PARK, ALSO BEING THE WEST R/W LN OF 24ST E, A DIST OF 359.89 FT TO THE POB; TH CONT S 00 DEG 16 MIN 05 SEC W, ALG SD E LN, A DIST OF 54.91 FT TO THE NE COR OF LOT 26 OF SD SOUTH AVENUE PARK; TH N 89 DEG 32 MIN 36 SEC W, ALG THE N LN OF LOTS 26, 25, 24, 23 AND 22, A DIST OF 222.49 FT TO THE NW COR OF SD LOT 22; TH N 00 DEG 47 MIN 25 SEC W, A DIST OF 40.01 FT TO THE SW COR OF LOT 19 OF SD SOUTH AVENUE PARK; TH N 00 DEG 44 MIN 47 SEC W, ALG THE W LN OF SD LOT 19, A DIST OF 14.91 FT; TH S 89 DEG 32 MIN 36 SEC E, A DIST OF 223.50 FT TO THE POB, (OR 2372/1180); ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOT 60, SOUTH AVENUE PARK (1986/4132) TOGETHER WITH THAT PART OF THE S 1/2 VACATED 12TH AVE DR E FROM THE E R/W LN OF 23RD ST E TO THE W R/W LN OF 25TH ST E LYING ADJ TO LOT 60, SOUTH AVE PARK PER RESOLUTION NO. 07-36 REC IN OR 2226/5502 & CORRECTED PER OR 2230/3459 & OR 2300/7276 DTD 08/15/07; ALSO TOG WITH THE FOLLOWING DESC PARCEL: LOT 20 SOUTH AVENUE PARK; TOGETHER WITH THAT PART OF THE N 1/2 VACATED 10TH AVE DR E, FROM E R/W N OF 23RD ST E TO W R/W 24TH ST E, LYING S OF ABOVE PARCEL, ALSO TOGETHER WITH THAT PART OF VACATED 23RD ST E FROM N R/W LN OF 10TH AVE DR E TO THE N R/W LN OF 13TH AVE E LYING CONTIGUOUS TO ABOVE PARCEL, PER RESOLUTION NO.07-36 REC IN OR 2226/5502 & CORRECTED IN OR 2230/3459 & OR 2300/7276, PI#13605.0020/9

EXHIBIT E

SITE PLAN



RECEIVED
By Monica Friedl at 11:22 am, Sep 16, 2024

1067

Form-Based Code Adjustment Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

bradenton
The Friendly City

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: Department Of Military Affairs

Owner Address: 82 Marine St, St. Augustine, FL 32084 Telephone: (904) 823-0364

Name of Agent: Joanne E. Diz

Agent Address: 2305 SR 207, St Augustine, FL 32086 Telephone: 904-823-0460

Owner/Agent Email: joanne.e.diz.nfg@army.mil

PROPERTY INFORMATION (REQUIRED)

Property Address: 2100 13TH AVE E, BRADENTON, FL 34208-3402

Parcel ID: 1360500209 Acreage: 29.5552 Acres

Zoning District: T4-R *click to view Zoning map

Future Land Use: Government *click to view FLU map

Ward #: 4 *click to view Ward map

Neighborhood #: 4070; PERRY PARK *click to view Neighborhoods map

DESCRIPTION (REQUIRED)

Provide a brief description of the Adjustment request: Department of Military Affairs Force Protection requires barbed-wire security fencing to abide by Federal Army Regulations to ensure physical security measures are met to protect high-value assets and sensitive information co-located within the facility.

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- ▶ Form-Based Code Adjustment Application
- ▶ Application Fee: $200 (Admin Approval). $460 (ARB or Planning Commission Approval, if necessary). $160 (Public Notice/Hearing Signs, if necessary). After the Fact Application and Review Fee: $350
- ▶ Agent Authorization Form, if applicable
- ▶ Letter of Request
- ▶ Four (4) copies of Site Plan / Plot Plan to scale
- ▶ Property Survey (signed & sealed within the last three years)
- ▶ One (1) electronic copy of Adjustment Application and all materials for review in PDF format
- ▶ Additional information may be required for review, as needed

SIGNATURE (REQUIRED)

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Signature of Owner/Applicant Date 9/16/24

CITY STAFF ONLY

Application Fees:
Fee Required: **$200** (Administrative Approval)
$460 (ARB or PC Approval, if necessary)
$160 (Public Notice/Hearing Signs, if necessary)
$350 (If After the Fact)
FEE COLLECTED: $_____
RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

APPLICATION #: _____

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

PC REVIEW*: _____
ARB REVIEW*: _____
DRC: _____

Form-Based Code Adjustment Application

Department of Planning & Community Development
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Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

bradenton
The Friendly City

ADJUSTMENT REVIEW CRITERIA

ADJUSTMENT REVIEW CRITERIA:

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Adjustment complies with each of the following review criteria:

1. *Granting the Adjustment will promote the same general level of land use compatibility as the otherwise applicable standards.*

2. *Granting the Adjustment will not materially affect adjacent land uses and the physical character of uses in the immediate vicinity of the proposed development because of inadequate buffering, screening, setback and other land use considerations.*

3. *Granting the Adjustment will be generally consistent with the purpose and intent of the Form-Based Code and the existing LURs, where applicable.*

REQUIRED

ADJUSTMENT PROCEDURE

ADJUSTMENT REVIEW PROCEDURE:

The Adjustment review allows the PCD Director to make limited modifications to the application of Form-Based Code regulations. Adjustment reviews provide moderate flexibility of development standards for unique situations, while still providing certainty and rapid processing for land use applications.

The PCD Director has the authority to adjust eligible regulations that are listed in Section 1.10.2.a of the Form-Based Code. The PCD Director's review shall be conducted administratively. If a request for Adjustment exceeds the authority of the PCD Director (for such elements as density/intensity, building height, signage), then the request shall be referred to the Architectural Review Board or Planning Commission for consideration at a public hearing. An appeal of an Adjustment decision made by the PCD Director, Architectural Review Board, or Planning Commission can be heard before the City Council in a public hearing.

Form-Based Code Adjustment Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 Fax: (941) 932-9534
www.cityofbradenton.com

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 2100 13th Ave, Bradenton, Fl 34208

I, Rob Perry, City Admin, the registered property owner(s) of the above noted property, do hereby authorize

Joanne E. Diz, Deputy CFMO — Department of Military Affairs

Print Name of Agent — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

101 12th St W, Bradenton, FL 34205

Signature of Owner(s) — Owner(s) Address (if different than property above)

DIZ.JOANNE.E.1397838826 Digitally signed by DIZ.JOANNE.E.1397838826 Date: 2024.09.13 13:18:14 -04'00'

2305 State Road 207 St. Augustine, FL 32086 (904) 823-0460

Signature of Agent — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 16th day of September, 2024, ~~produced~~ Rob Perry, City Administrator who is Personally Known ~~respectively, as identification~~ and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

Corey J. Fortin, Notary Public
Print Name

Notary Public State of Florida
Corey J Fortin
My Commission HH 066117
Expires 12/05/2024

State of Florida
My Commission Expires: 12.5.24

1070

DEPARTMENT OF THE ARMY AND THE AIR FORCE
FLORIDA NATIONAL GUARD
OFFICE OF THE ADJUTANT GENERAL
ST. FRANCIS BARRACKS, P.O. BOX 1008
ST. AUGUSTINE FL 32085-1008

NGFL-FMO-DR

19 October 2022

MEMORANDUM FOR Whom It May Concern

SUBJECT: Designate Signature Authority for USP&FO for Real Property

As the appointed Assistant of USP&FO for Real Property, I hereby designate and authorize Joanne E. Diz, Deputy Construction & Facility Management Officer, Florida Department of Military Affairs to act on my behalf, and on behalf of the Florida National Guard, as the signature authority in processing permit requirements of the agency for construction, renovation, maintenance, and environmental permitting with respect to Real Property improvements within the Florida National Guard Real Property inventory.

RYAN A. LEONARD
LTC, EN, FLARNG
Construction & Facility Management Officer

STATE OF FLORIDA
COUNTY OF ST JOHNS

The foregoing instrument was acknowledged before me this 19th day of OCT 2022, by Ryan A. Leonard, personally known to me.

Signature of Notary Public-State of Florida

SANDRA R. BURCHFIELD
Commission # GG 326211
Expires May 18, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF FLORIDA
Department of Military Affairs
Office of the Adjutant General

St. Francis Barracks, P.O. Box 1008
St. Augustine, Florida 32085-1008

September 6, 2024

City of Bradenton
101 Old Main Street
Bradenton, FL 34205
ATTN: Planning & Zoning

RE: Bradenton Force Protection Fencing Project Based Code Application, Permit 243560, 2306 Manatee Avenue East

City of Bradenton,

The Department of Military Affairs, Construction & Facility Management Office, is formally requesting an Adjustment as outlined in the Form- Based Code Adjustment Application and offer the following:

1. Special Conditions and/or Circumstances: Barbed wire fencing meets minimum Army Regulation requirements ensuring Physical Security measures protecting high-value physical capital and human resources, while satisfying vulnerability assessment (security engineering analysis) results. Accordingly, guidelines prescribe barbed fencing protection for sensitive compartmentalized information co-located within facility.

2. Federal Directive passed down from Department of Defense, through the Department of the Army to include National Guard Bureau entities, has been implemented. Federal Army Regulation 190-11 specifically identifies perimeter fencing surrounding military installations, providing barbed wiring at locations necessitating this security feature, in accordance with vulnerability assessments (security engineering analysis). Furthermore, initiatives from Florida State Governor, directed by Chief Executive Officer the Adjutant General of Florida National Guard, directs all National Guard Armories to implement suitable and adequate security engineering efforts (Force Protection Measures) to protect soldiers, physical capital, and human resources co-located at these facilities. The Security Engineering analyses, via Vulnerability Assessment conducted, prescribed barbed wire fencing as minimum suitable protection enhancement.

3. This Adjustment will not affect surrounding property owners. Barbed wiring will be placed along prescribed facility perimeter fencing with consideration to city aesthetic standards.

4. Approval of this adjustment does not limit others from doing anything necessitating security efforts provided by Federal, State, and Military stipulations enumerated above.

5. Denial would prevent minimum required protection of physical capital, human resources, and compartmentalized information granted to other state Military facilities throughout the state.

6. Adjustment approval will not negatively impact surrounding neighborhood. Pedestrian maintenance of traffic will be preserved.

The point of contact for this office is Krystal Sheeley, Engineer III, at 904-823-0287, krystal.r.sheeley.nfg@army.mil or the undersigned at 904-823-0460, joanne.e.diz.nfg@army.mil.

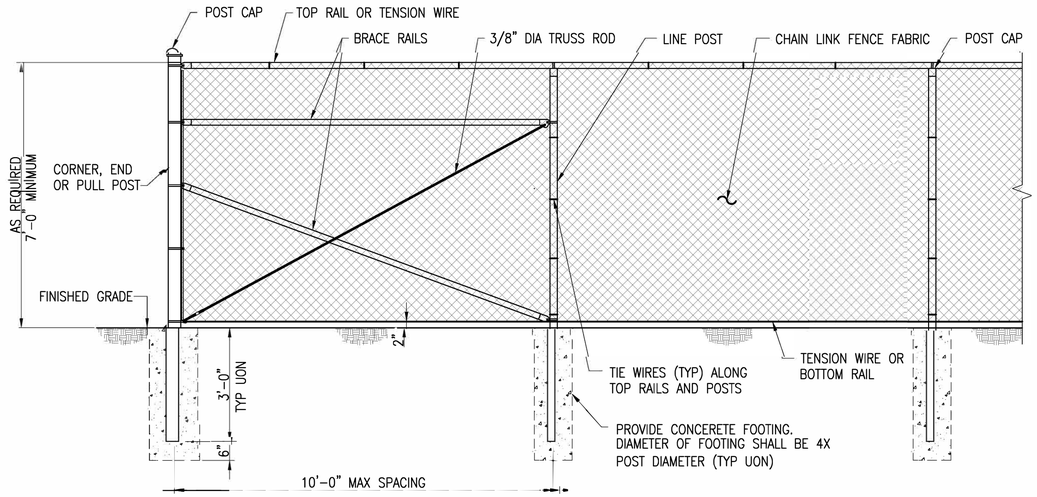
Respectfully,

Joanne E. Diz
Civilian, Florida National Guard
Deputy Construction & Facility Management

cc: CFMO File
AD Morgan File

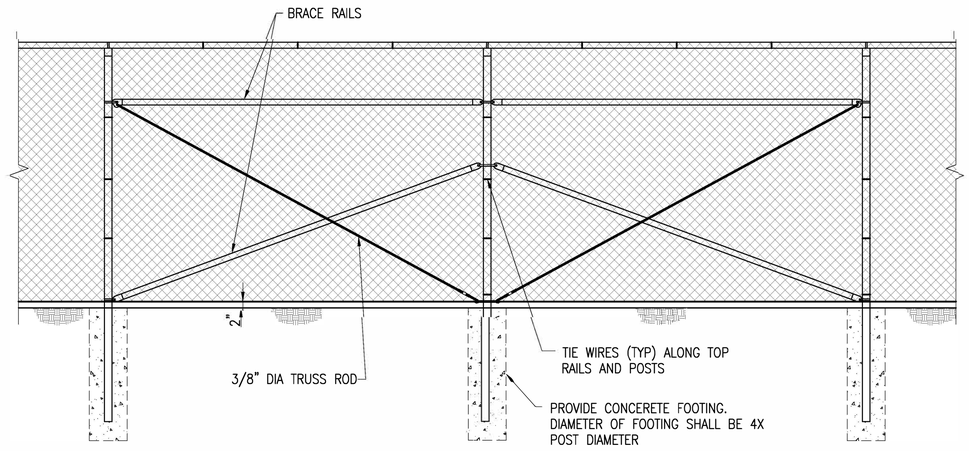
Bradenton Armory, 2100 13th Ave, E, Bradenton, Florida 34208





TYPICAL FENCE AND CORNER PANEL ELEVATION

SCALE: 1" = 1'-0"

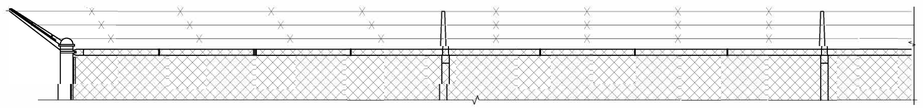


TYPICAL FENCE AND BRACED PANEL ELEVATION

SCALE: 1" = 1'-0"

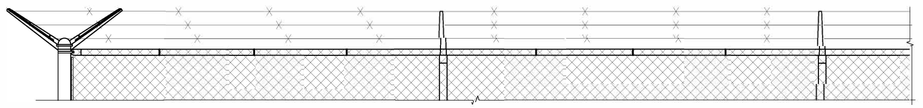
NOTE (1): A BOTTOM RAIL CAN BE ADDED FOR SECURITY, IT SHALL BE INSTALLED APPROX 3" ABOVE GRADE (A MINIMUM OF 2" AND A MAXIMUM OF 4"). HARDWARE SHALL BE WELDED OR SHOT NAILED TO POSTS AND RAILS IN ORDER TO SECURE IN PLACE. ATTACH FABRIC TO NEW BOTTOM RAIL TO ELIMINATE POSSIBILITY OF PEELING UP FABRIC.

NOTE (2): SOME LOCATIONS MAY REQUIRE 8' OF FABRIC.



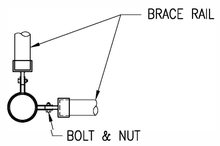
TYPICAL 3 STRAND BARBED WIRE AND SINGLE EXTENSION ARM CONFIGURATION

SCALE: 1" = 1'-0"

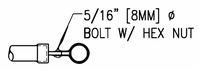


TYPICAL 6 STRAND BARBED WIRE AND DOUBLE EXTENSION ARM CONFIGURATION

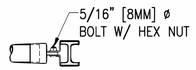
SCALE: 1" = 1'-0"



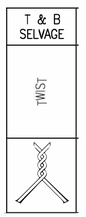
PLAN



PLAN – ROUND POST

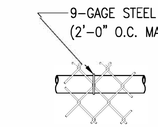


PLAN – "H" POST





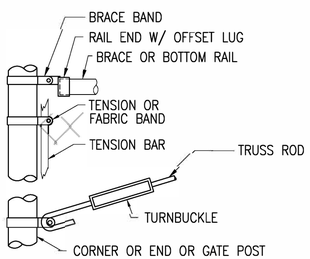
PLAN – ROUND POST



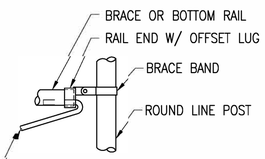
ELEVATION
TOP OR BRACE RAIL ATTACHMENT



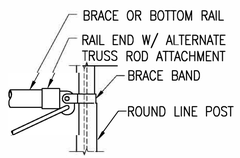
PLAN – "H" POST



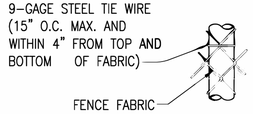
ELEVATION



ELEVATION – ROUND POST

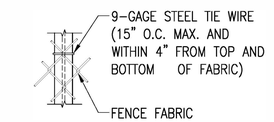


ELEVATION – "H" POST

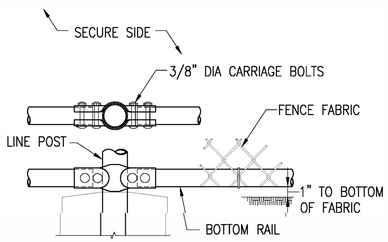


ELEVATION – ROUND POST

FITTINGS NOTES
1. METRIC DIMENSIONS ARE NOMINAL EQUIVALENTS TO U.S. DIMENSIONS.
2. ALL FITTINGS MATERIAL SHALL BE AS SPECIFIED.



ELEVATION – "H" POST



BOTTOM RAIL OPTION

LINE POST DETAILS

SCALE: 1 1/2" = 1'-0"

CORNER OR END POSTS

SCALE: 1 1/2" = 1'-0"

GRAPHIC SCALES

1" = 1'-0" — 0 6" 1' 2'

1 1/2" = 1'-0" — 0 4" 8" 1'-4"

UNIFIED FACILITIES CRITERIA 4-022-03 SECURITY ENGINEERING: FENCES, GATES AND GUARD FACILITIES
DEFINITIVE DRAWINGS FOR SECURITY FENCING, GATES AND CABLING

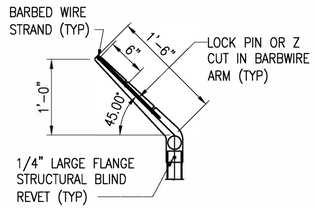
CHAIN LINK FENCE AND DETAILS

UFC-700

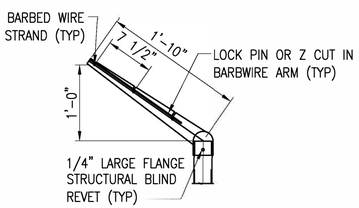
DRAWFORM REVISION: 24 AUGUST 2007

1074

FILE NAME: J:\CCE\FENCE DRAWINGS\552003_UFC_700.dwg LAYOUT NAME: S-700 PLOTTED: Mon@9h, April 29, 2013 - 1:03pm



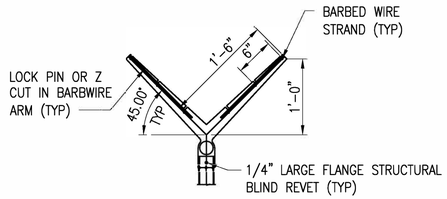
LINE POST



CORNER POST

SINGLE EXTENSION ARM DETAILS

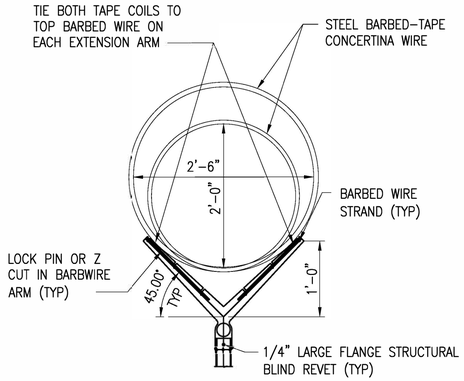
SCALE: 1" = 1'-0"



LINE POST

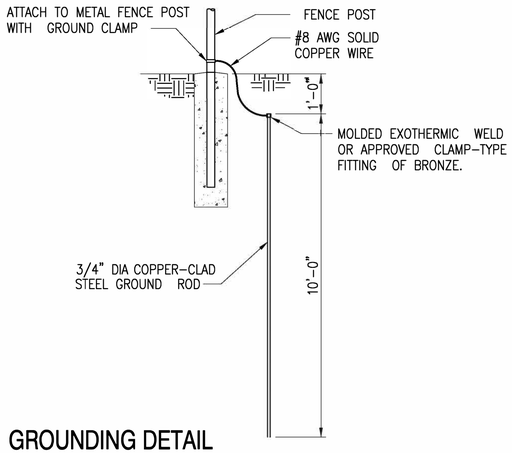
DOUBLE EXTENSION ARM DETAILS

SCALE: 1" = 1'-0"



CONCERTNA WIRE MOUNTING

SCALE: 1" = 1'-0"



GROUNDING DETAIL

NO SCALE

CHAIN LINK FENCING NOTES

1. FABRIC: THE STANDARD FENCE FABRIC SHALL BE BLACK VINYL, ZINC OR ALUMINUM-COATED STEEL WIRE CHAIN LINK WITH MESH OPENINGS NOT LARGER THAN TWO INCHES PER SIDE AND A TWISTED AND BARBED SELVAGE AT TOP AND BOTTOM IN ACCORDANCE WITH THE SPECIFICATIONS. UTILIZE 6-GAUGE FOR BASE PERIMETER OR HEIGHTENED SECURITY ZONES AND 9-GAUGE FOR BASE INTERIOR OR WHEN JOINING AN EXISTING FENCE WHICH IS ALREADY 9-GAUGE.
2. FABRIC TIES: ONLY 12-GAUGE STEEL TIES SHALL BE USED. COATING OR PLATING WILL BE ELECTROLYTICALLY COMPATIBLE WITH THE FENCE FABRIC TO INHIBIT CORROSION.
3. REINFORCEMENT: TENSION WIRES SHALL BE INSTALLED AND INTERWOVEN (OR AFFIXED WITH FABRIC TIES) ALONG THE TOP & BOTTOM OF THE FENCE FOR STABILIZATION OF THE FENCE FABRIC.
4. FENCE HEIGHT: CHAIN LINK FABRIC SHALL BE 7' HIGH WITH AN ADDITIONAL 1' IN HEIGHT COMPOSED OF 3 STRANDS OF BARBED WIRE AS REQUIRED. THE TOTAL FENCE HEIGHT SHALL BE 8'.
5. GROUND CLEARANCE: BOTTOM OF THE FENCE FABRIC SHALL BE WITHIN TWO INCHES OF FIRM SOIL.
6. TOP GUARDS: A TOP GUARD IS AN OVERHANG OF BARBED WIRED ALONG THE TOP OF A FENCE, FACING OUTWARD (AWAY FROM PROTECTED SITE) AND UPWARD AT APPROX. 45 ANGLE. TOP GUARD SUPPORTING ARMS WILL BE PERMANENTLY AFFIXED TO THE TOP OF FENCE POSTS TO INCREASE THE OVERALL HEIGHT OF THE FENCE AT LEAST 1 FOOT. THREE STRANDS OF 12-GAUGE BARBED WIRE, EQUALLY SPACED, SHALL BE INSTALLED ON THE SUPPORTING ARMS.
7. FENCE POSTS: SHALL BE ASTM F1043 OR F1083 ROUND PIPE OR SQUARE TUBE AND SHALL BE GALVANIZED IN ACCORDANCE WITH THE SPECIFICATIONS. FENCE POST SPACING AND SIZE (DIAMETER) SHALL BE DETERMINED IN ACCORDANCE WITH CHAIN LINK FENCE MANUFACTURERS' INSTITUTE (WLG 2445). SPACING SHALL NOT EXCEED 10'-0" OC. SIZE (DIAMETER) SHALL NOT BE LESS THAN THAT SPECIFIED.

GRAPHIC SCALES

1" = 1'-0"

0 6" 1' 2'

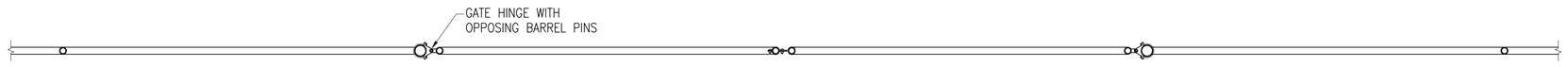
UNIFIED FACILITIES CRITERIA 4-022-03 SECURITY ENGINEERING: FENCES, GATES AND GUARD FACILITIES
DEFINITIVE DRAWINGS FOR SECURITY FENCING, GATES AND CABLING

BARBED WIRE ARRANGEMENT DETAILS

UFC-701

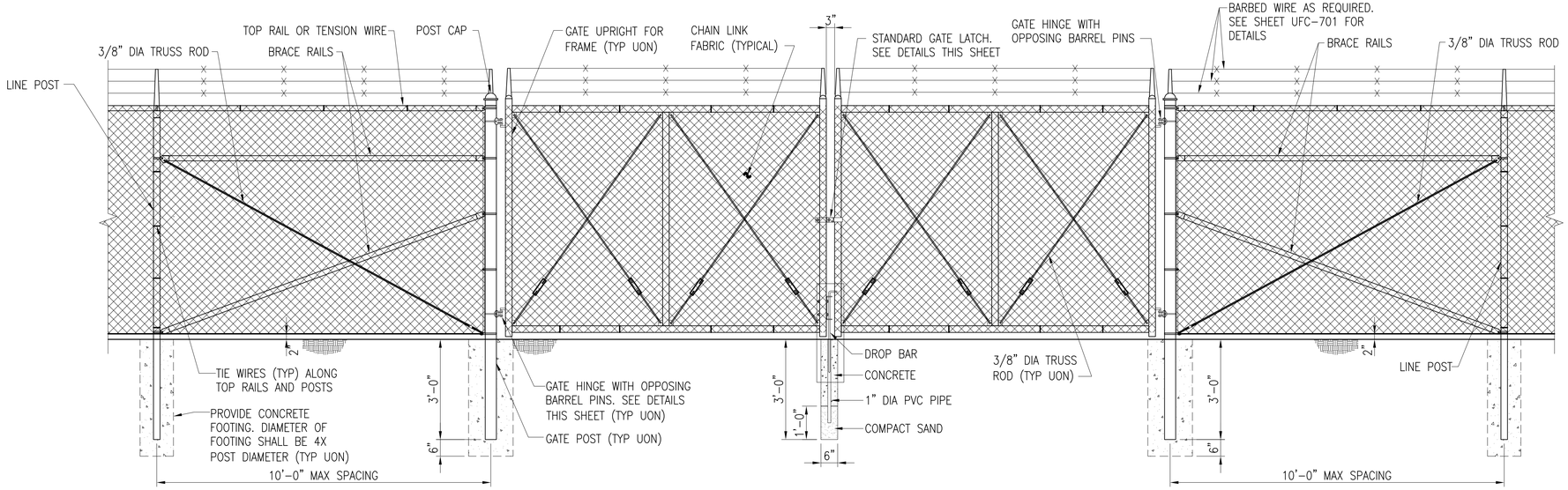
DRAWFORM REVISION: 24 AUGUST 2007

FILE NAME: J:\CAD\FENCE DRAWINGS\552005-UFC-701.dwg LAYOUT NAME: #-### PLOTTED: Monday, April 29, 2013 - 1:05pm



PLAN - DOUBLE SWING GATE

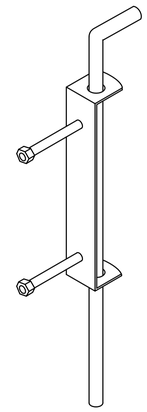
SCALE: 1" = 1'-0"



TYPICAL DOUBLE SWING GATE ELELVATION

SCALE: 1/2" = 1'-0"

NOTE: PROVIDE ONE DROP BAR FOR EACH LEAF (TYP). ASSOCIATED GALV SLEEVES TO BE INSTALLED FLUSH WILL GRADE AT FULLY OPEN AND CLOSED POSITIONS. CONTRACTOR SHALL PROVIDE 6" LAYER OF #10 STONE BELOW BOTTOM OF SLEEVE TO ALLOW FOR DRAINAGE.



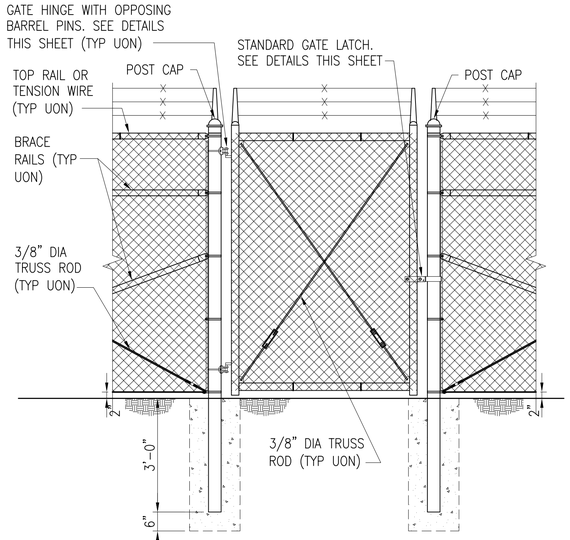
DETAIL: DROP BAR

NOT TO SCALE



PLAN SINGLE SWING GATE

SCALE: 1" = 1'-0"



TYPICAL FENCE SINGLE SWING GATE ELELVATION

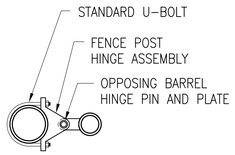
SCALE: 1/2" = 1'-0"

SINGLE OR DOUBLE LEAF GATES		
NOM HEIGHT (H)	UPRIGHT HT (U)	FRAME HT (F)
NOM HT INCLUDING BARBED WIRE	ACTUAL DIM	ACTUAL DIM
8'-0" [2438MM]	7'-10" [2388MM]	6'-8 1/2" [2045MM]

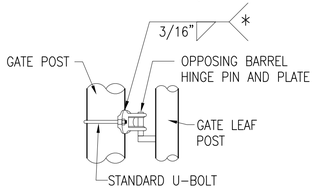
SINGLE LEAF GATES		
OPENING	GATE POSTS	HINGE SPACE (S)
FACE TO FACE	SQUARE & ROUND SIZES	POST TO UPRIGHT
3'-0" [914MM] THROUGH 6'-0" [1829MM]	2.5"[63.5MM]SQ x 3/16"TH OR 2.875" [73MM] OD	FOR SQUARE & ROUND GATE POSTS: 2 1/4" [57MM]
6'-0" [1829MM] THROUGH 12'-0" [3657MM]	4" [102MM] SQ x 3/16"TH OR 4" [102MM] OD	FOR SQUARE & ROUND GATE POSTS: 2 1/4" [57MM]
12'-0" [3657MM] THROUGH 19'-0" [5790MM]	6" [153MM] SQ x 3/16"TH OR 6.625" [168MM] OD	FOR SQUARE & ROUND GATE POSTS: 2 1/4" [57MM]
19'-0" [5790MM] THROUGH 23'-0" [7010MM]	8" [203MM] SQ x 1/4"TH OR 8.625" [219MM] OD	FOR SQUARE & ROUND GATE POSTS: 2 1/4" [57MM]

GATE POSTS & FOUNDATIONS: GATE POST SIZE AND ASSOCIATED FOOTING DIAMETER TO BE DETERMINED BY MANUFACTURER, BASED ON LEAF WEIGHT & DIMENSION, BUT NOT LESS THAN DIAMETER SHOWN ON THESE DRAWINGS. MINIMUM FOOTING DIAMETERS (TO BE FILLED W/4000 PSI CONC): 40" ø FOR 8" POST; 36" ø FOR 6" POST; 24" ø FOR 4" POST; OTHER SIZES TO BE DESIGNED BY MFR OR KTR. NO FOOTING WIDTH SHALL BE LESS THAN 4(X) THE POST WIDTH.

NOTE: IF GATE HINGES ARE NOT OPPOSING (AS SHOWN ABOVE) OR LEAF IS NOT LOCKED MECHANICALLY TO THE HINGES, WELD AN ANGLE, PLATE, OR BLOCK ABOVE HINGE TO RESTRICT LEAF FROM BEING REMOVED OR LIFTED OFF. RESTRICTION SHALL NOT HINDER OPERATION OF GATE.

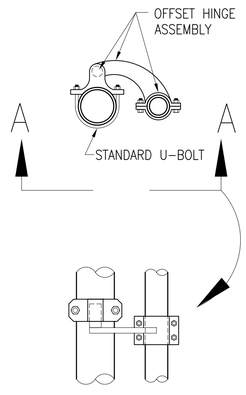


(*)NOTE: WELD HINGES TO POST IF INSTALLING CABLE REINFORCEMENT ON GATES. ENSURE CORRECT HEIGHT FOR FULL OPERATION PRIOR TO WELDING (TYPICAL)



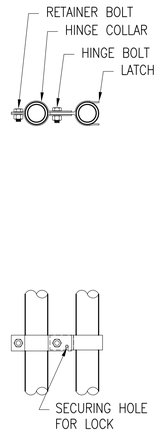
GATE HINGE DETAIL

SCALE: 1 1/2" = 1'-0"



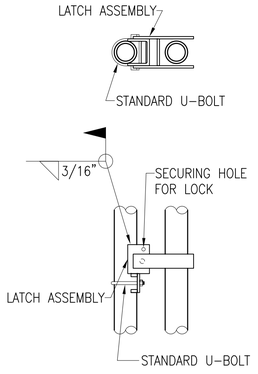
OFFSET HINGE DETAIL

SCALE: 1 1/2" = 1'-0"



GATE LATCH DETAIL

SCALE: 1 1/2" = 1'-0"



FULCRUM LATCH DETAIL

SCALE: 1 1/2" = 1'-0"

GRAPHIC SCALES

1/2" = 1'-0" — 0 1' 2' 4'

1 1/2" = 1'-0" — 0 4" 8" 1'-4"

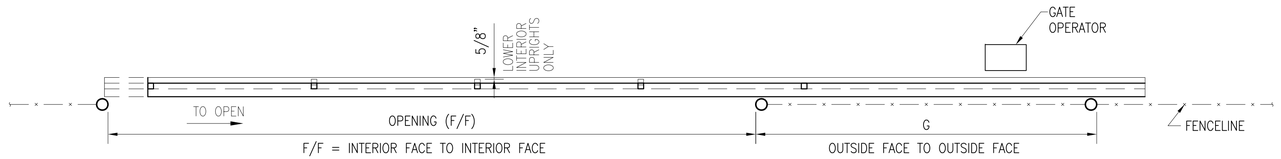
UNIFIED FACILITIES CRITERIA 4-022-03 SECURITY ENGINEERING: FENCES, GATES AND GUARD FACILITIES
DEFINITIVE DRAWINGS FOR SECURITY FENCING, GATES AND CABLING

CHAIN LINK SWING GATE AND DETAILS

UFC-702

DRAWFORM REVISION: 24 AUGUST 2007

FILE NAME: J:\DICE\FENCE DRAWINGS\552005-UFC-702.dwg LAYOUT NAME: S-702 PLOTTED: Monday, April 29, 2013 - 1:07pm



GATE PLAN

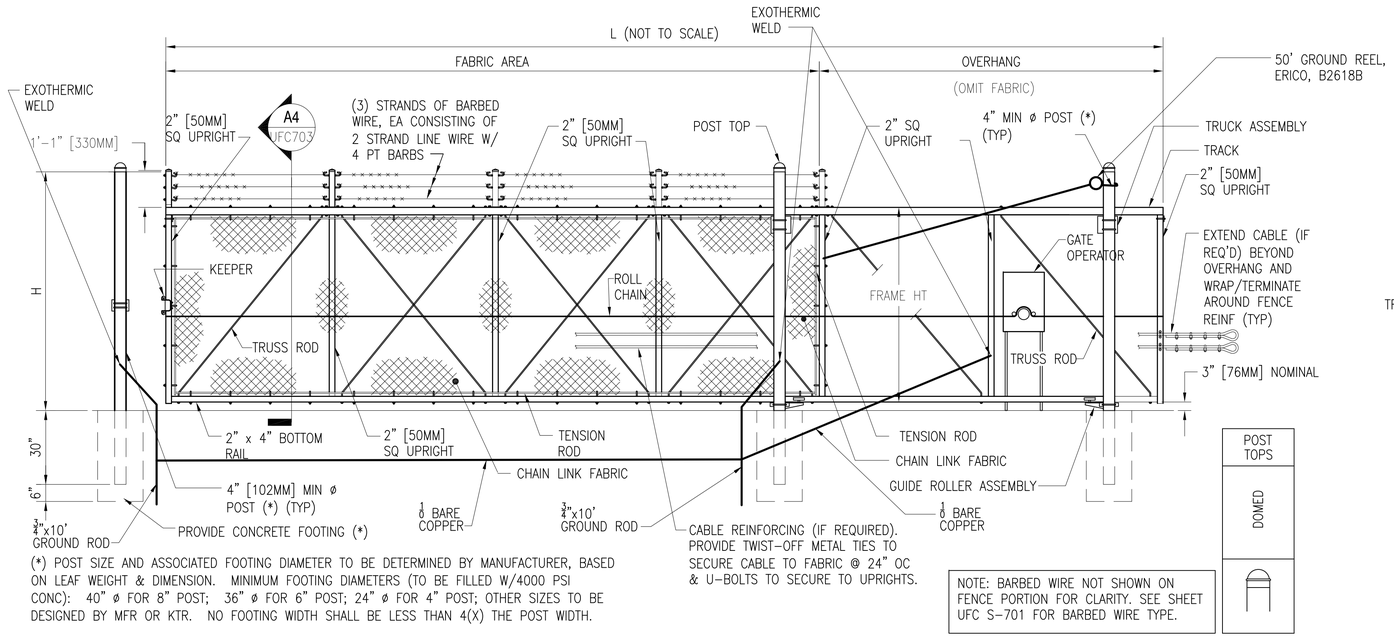
NOT TO SCALE

A1 UFC-703

C1 CIVIL DWGS | UFC-703

SAMPLING OF SIZES:

OPENING (F/F)	NOMINAL HEIGHT (H)	LENGTH (L)	GATE POSTS (G)	BAYS / OVERHANG
37'-0"	8'-0"	53'-3"	16'-0"	5 (FABRIC) / 2 (W/O)
30'-0"	8'-0"	42'-3"	12'-0"	4 (FABRIC) / 2 (W/O)
24'-0"	8'-0"	36'-3"	12'-0"	3 (FABRIC) / 2 (W/O)



(*) POST SIZE AND ASSOCIATED FOOTING DIAMETER TO BE DETERMINED BY MANUFACTURER, BASED ON LEAF WEIGHT & DIMENSION. MINIMUM FOOTING DIAMETERS (TO BE FILLED W/4000 PSI CONC): 40" ø FOR 8" POST; 36" ø FOR 6" POST; 24" ø FOR 4" POST; OTHER SIZES TO BE DESIGNED BY MFR OR KTR. NO FOOTING WIDTH SHALL BE LESS THAN 4(X) THE POST WIDTH.

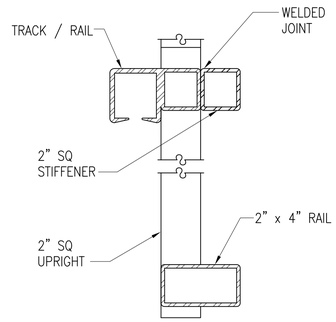
NOTE: BARBED WIRE NOT SHOWN ON FENCE PORTION FOR CLARITY. SEE SHEET UFC S-701 FOR BARBED WIRE TYPE.

TYPICAL SINGLE CANTILEVERED SLIDING GATE ELEVATION- (4) BAYS SHOWN

NOT TO SCALE

WITH ROUND POSTS & WITH BARBED WIRE

A1 UFC-703 | UFC-703



SECTION (TYP)

NOT TO SCALE

A4 UFC-703 | UFC-703

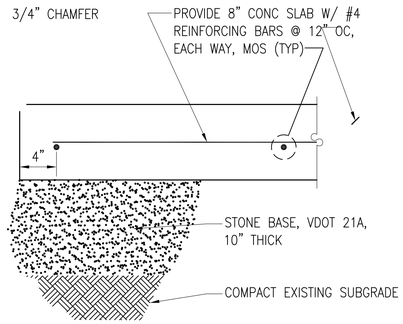
UNIFIED FACILITIES CRITERIA 4-022-03 SECURITY ENGINEERING: FENCES, GATES AND GUARD FACILITIES
DEFINITIVE DRAWINGS FOR SECURITY FENCING, GATES AND CABLING

CHAIN LINK CANTILEVERED GATE DETAILS

UFC-703

DRAWFORM REVISION: 24 AUGUST 2007

FILE NAME: J:\CICE\FENCE DRAWINGS\552005-UFC-703.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, April 29, 2013 - 1:09pm



TURNSTILE MOUNTING SLAB

C2

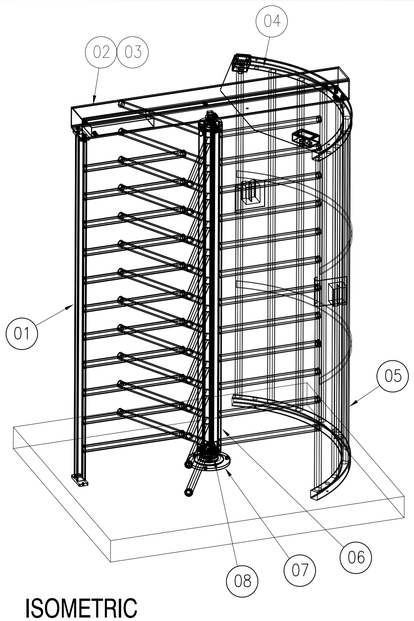
SCALE: 1-1/2" = 1'-0" | UFC-705 | UFC-705

1 1/2" = 1'-0" 0 4" 8" 1'-4"

TURNSTILE NOTES:

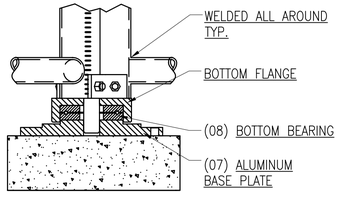
1. TURNSTILE SHALL BE COMPOSED OF CARBON STEEL. ALL MATERIALS SHALL BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123.
2. TURNSTILE SHALL HAVE BI-DIRECTIONAL CONTROLS: IN THE CASE OF A POWER FAILURE, OUTBOUND TRAFFIC SHALL BE SET TO "FAIL SAFE"; THE INBOUND TRAFFIC WILL HAVE A "FAIL LOCK" MECHANISM (UNLESS OTHERWISE DIRECTED BY THE ACTIVITY VIA THE CONTRACTING OFFICER).
3. PROVIDE CARD READER MOUNTING PLATES FOR BOTH SIDES (INBOUND & OUTBOUND) OF TURNSTILE. CARD READER WILL BE INSTALLED BY THE ACTIVITY AT A LATER DATE.
4. BRACE BARRIER POST AT TOP TO ADJACENT VERTICAL SURFACE.
5. ALLOW 5 INCH CLEARANCE ABOVE TOP OF TURNSTILE TO REMOVE LIFT-OFF TYPE TOP COVER.
6. CONCRETE MOUNTING SLAB MUST BE LEVEL WITHIN 1/4". SEE DETAIL C2 THIS SHEET FOR CONC MOUNTING PAD.
7. CONTRACTOR SHALL PROVIDE AN ELECTRICAL 3-ROTOR FULL HEIGHT TURNSTILE AS MANUFACTURED BY TOMSED, MODEL THT-100ECP(3), OR APPROVED EQUAL.
8. TURNSTILE SHALL HAVE FINISH TO MATCH ADJACENT FENCEWORK: POWDER COATED BLACK FOR ORNAMENTAL FENCE AND GALVANIZED FOR CHAIN-LINK.
9. INSTALL 3 STRANDS BARBED WIRE OR CONCERTINA WIRE OVER TOP CHANNEL OF TURNSTILE (BETWEEN ADJACENT FENCE POSTS) TO HINDER SCALING UNIT.

TURNSTILE SKETCHES:



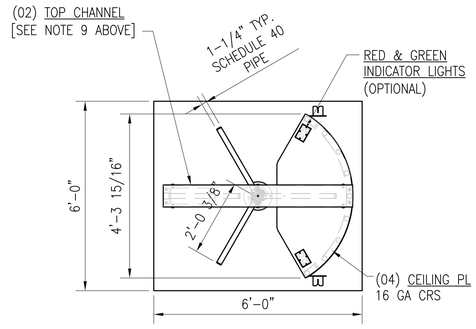
ISOMETRIC

NOT TO SCALE



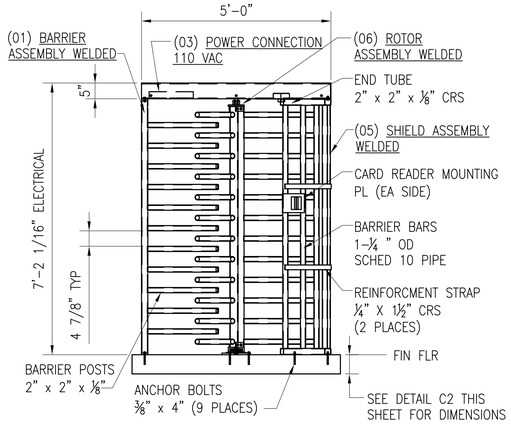
BOTTOM BEARING DETAIL

NOT TO SCALE



PLAN VIEW

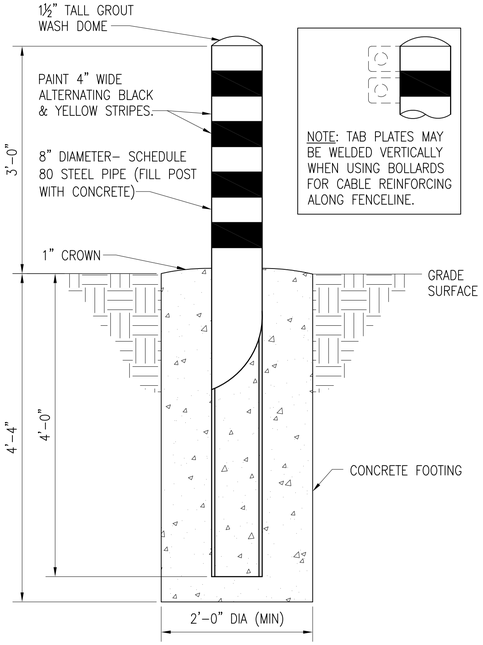
NOT TO SCALE



ELEVATION VIEW

NOT TO SCALE

NOTE: STEEL PIPE FOR BOLLARDS SHALL CONFORM TO ASTM A53, TYPE E OR S, GALVANIZED.

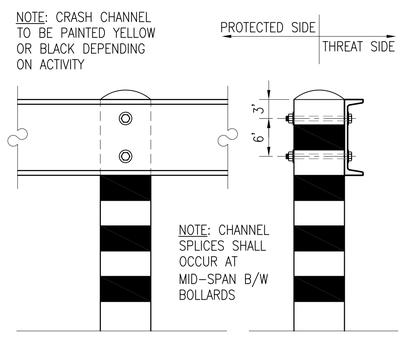


CONC FILLED BOLLARD ~ FOOTING

B3

SCALE: 1" = 1'-0" | VARIOUS | UFC-705

NOTE: CRASH CHANNEL TO BE PAINTED YELLOW OR BLACK DEPENDING ON ACTIVITY



CHANNEL FOR BOLLARDS

A3

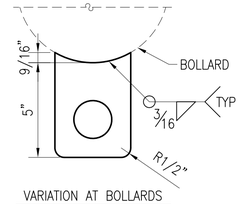
SCALE: 1" = 1'-0" | CIVIL DWGS | UFC-705

GRAPHIC SCALES

1" = 1'-0" 0 6" 1' 2'

1 1/2" = 1'-0" 0 4" 8" 1'-4"

3" = 1'-0" 0 3" 6" 9"



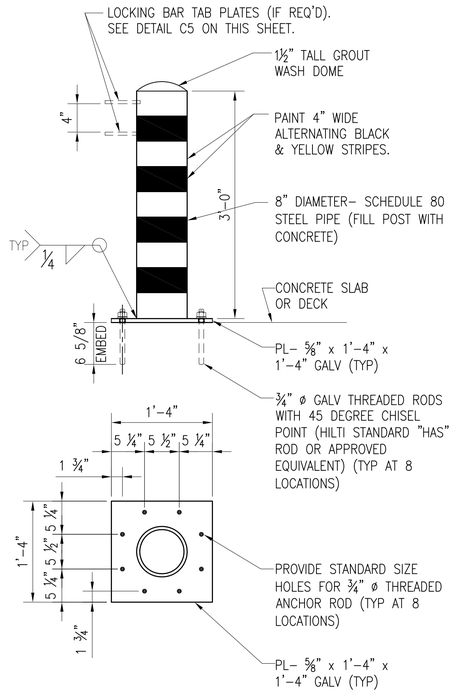
VARIATION AT BOLLARDS

TAB PLATE DETAIL

C5

SCALE: 3" = 1'-0" | UFC-705 | UFC-705

NOTE: CONTRACTOR SHALL HAVE PLATED BOLLARD CONNECTION ANALYZED AND STAMPED BY A REGISTERED ENGINEER FOR IT BE USED FOR ATFP PURPOSES.



CONC FILLED BOLLARD ~ PLATE

A4

SCALE: 1" = 1'-0" | CIVIL DWGS | UFC-705

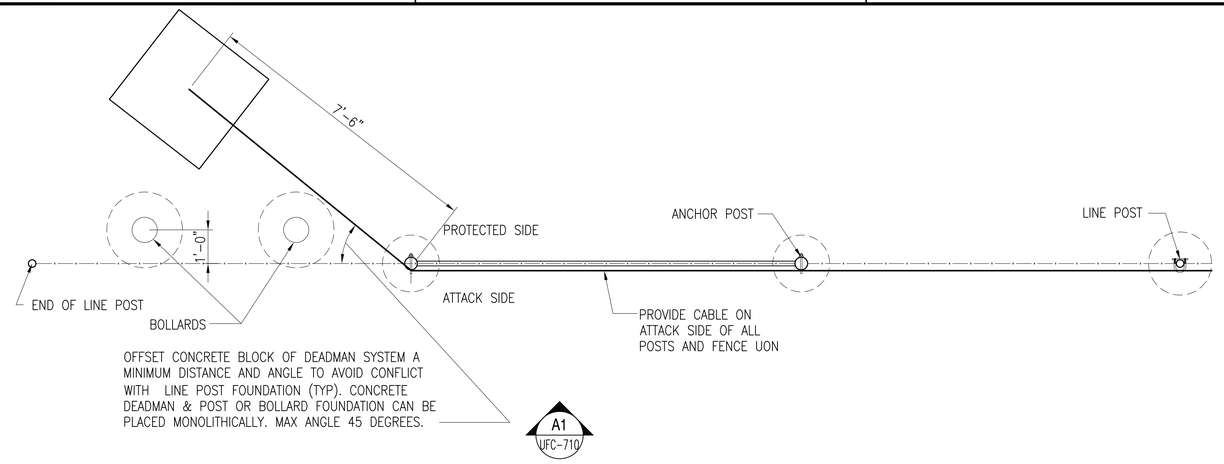
UNIFIED FACILITIES CRITERIA 4-022-03 SECURITY ENGINEERING: FENCES, GATES AND GUARD FACILITIES
DEFINITIVE DRAWINGS FOR SECURITY FENCING, GATES AND CABLING

TYPICAL TURNSTILE AND BOLLARD DETAILS

UFC-705

DRAWFORM REVISION: 24 AUGUST 2007

FILE NAME: z:\OCE\FENCE DRAWINGS\552005-UFC-705.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, April 29, 2013 - 1:14pm

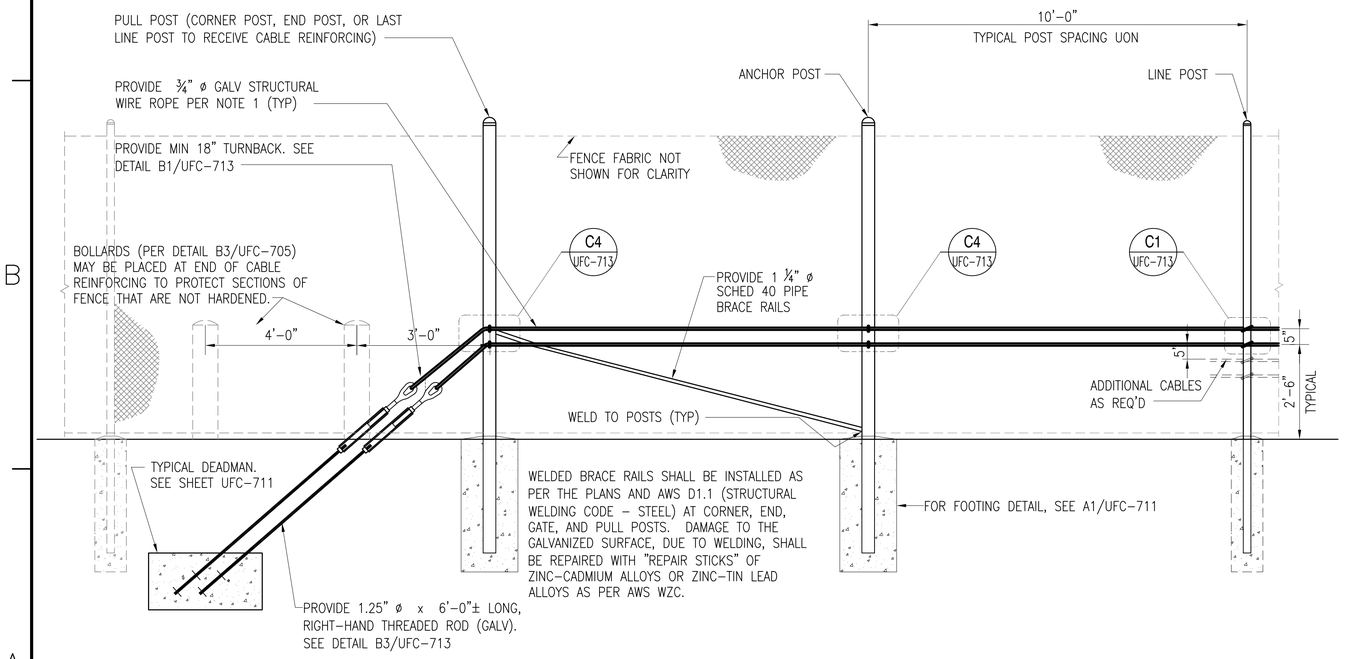


TYPICAL PLAN OF END POST DEADMAN AND LINE POST LAYOUT

SCALE: 1/2" = 1'-0"

C1 — CIVIL DWGS | UFC-710

NOTE: FOR RETROFITTING OF EXIST CLF, CABLE CAN BE PLACED ON THE ATTACK SIDE OF THE FENCE FABRIC. FOR NEW CONSTRUCTION, CABLE SHALL BE INSTALLED ON ATTACK SIDE OF POST, BETWEEN POST AND FABRIC.



TYPICAL ELEVATION OF END POST DEADMAN AND LINE POST LAYOUT

SCALE: 1/2" = 1'-0"

A1 — UFC-710 | UFC-710

LAYOUT OF REINFORCING

DESIGNER OF RECORD TO LOCATE DEADMEN ON SITE PLANS, SATISFYING SPACING CRITERIA, OVERLAPS, AND FENCE CORNERS / TURNING POINTS. AT GATES IT IS DESIRABLE TO HAVE TRAFFIC ON EITHER SIDE OF A MEDIAN TO OPERATE AND PROTECT INDEPENDENTLY (NOT UTILIZING THE SAME DEADMAN SYSTEMS). THEREFORE DEADMEN SHOULD BE PLACED IN THE MEDIAN TO ANCHOR THE GATE REINFORCING FOR EACH SIDE OF THE ROAD. IF THERE IS NO PHYSICAL MEDIAN (MERELY PAINTED LINES), LIMITED ROOM, OR UTILITY CONFLICTS THAT DO NOT ALLOW FOR DEADMEN PLACEMENT BETWEEN THE GATES, ENSURE THAT THE CABLING FOR BOTH GATES ARE CONNECTED-- EITHER DIRECTLY OR VIA AN INTERMEDIATE CABLE WHICH CREATES AN INTEGRAL CABLE SYSTEM ACROSS THE ENTIRE GATE AREA.

MODIFICATIONS TO TYPICAL DESIGN

NOTE FOR CONTRACTOR: IF LARGER DESIGN THREATS OR CUSTOMER REQUESTS INDICATE A NEED FOR GREATER SECURITY, MORE 3/4" ø CABLES CAN BE UTILIZED OR THE CABLES CAN BE UPGRADED TO 1" ø. BOTH SCENARIOS REQUIRE THE DEADMAN (WHICH WILL NEED TO BE LARGER) TO BE DESIGNED BY A PROFESSIONAL ENGINEER TO SATISFY THE CRITERIA OUTLINED IN REINF NOTE 18 ON THIS SHEET. FOR BIDDING PURPOSES, ESTABLISH A UNIT COST FOR ADDITIONAL EXCAVATION AND NEW CONCRETE PER CUBIC FOOT.

IF 1" ø CABLE IS USED, SPECIFICATIONS SHALL MATCH REINF NOTE 1 ON THIS SHEET, EXCEPT THE CABLE SHALL HAVE A MINIMUM BREAKING STRENGTH OF 70,000 POUNDS (35 TONS). OTHER COMPONENTS, SUCH AS EYEBOLTS, U-BOLTS, ROPE CLIPS, THIMBLES, AND OTHER ASSOCIATED HARDWARE SHALL BE SIZED ACCORDINGLY.

GRAPHIC SCALES

1/2" = 1'-0"

0 1' 2' 4'

REINFORCING NOTES

1. REINFORCING CABLES SHALL BE U.S. DOMESTIC MINIMUM 3/4" ø 6x19 CLASS WIRE ROPE, REGULAR LAY, EXTRA IMPROVED PLOW STEEL (EIP), INDEPENDENT WIRE ROPE CORE (IWRC), CONFORMING TO ASTM A1023 AND GALVANIZED IN ACCORDANCE WITH ASTM A475 CLASS A, & HAVE A MINIMUM BREAKING STRENGTH OF 40,000 POUNDS (20 TONS). CABLES WITH A BLACK VINYL COATING, SHALL NOT BE IMPREGNATED.
2. CABLES SHALL BE CONTINUOUS FROM DEADMAN TO DEADMAN. NO SPLICES IN CABLE SHALL BE ALLOWED. CABLE BARRIER SHALL BE INSTALLED BETWEEN FENCE POST AND FENCE FABRIC AS PER PLANS. U-BOLTS SHALL BE INSTALLED PERPENDICULAR TO THE LAY OF THE STRANDS OF THE WIRE ROPE AND SHALL BE TIGHTENED AFTER SAG IN CABLE BARRIER HAS BEEN REMOVED. UNLESS INDICATED OTHERWISE, CONCRETE DEADMAN SPACING SHALL BE AT MAXIMUM 200' INTERVALS & TURNING POINTS (EXTERNAL CORNERS).
3. WIRE ROPE ENDS SHALL TERMINATE AROUND TURNBUCKLES, GATE POSTS OR EXTRA HEAVY-DUTY WIRE ROPE THIMBLES (AT GATES). THESE TERMINATIONS REQUIRE 18" MINIMUM OF ROPE FOR TURN BACK AND A MINIMUM OF (4)- CLIPS EACH (EQUAL SPACING).
4. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO ORDERING MATERIALS.
5. DEADMEN SHALL BE INSTALLED ON THE SECURED SIDE (INTERIOR) OF THE FENCE; WHILE CABLES SHALL BE INSTALLED ON THE EXTERIOR SIDE OF POST.
6. PROVIDE NECESSARY SLACK IN CABLES (GATES ONLY) TO ALLOW FOR FULL SWING OF ALL GATE LEAVES.
7. OFFSET DEADMAN SYSTEMS FROM FENCELINE (PLAN VIEW) TO AVOID CONFLICT WITH EXISTING FENCE POSTS.
8. ALLOW EPOXY ANCHOR BOLTS (MIN 2 DAYS) & CONCRETE DEADMEN (MIN 7 DAYS) TO CURE, PRIOR TO APPLYING LOADS (INSTALLING TURNBUCKLES & STRAIGHTENING CABLES).
9. ALL WELDING SHALL BE DONE IN ACCORDANCE WITH AWS D1.1. ALL WELD MATERIAL SHALL BE E70XX ELECTRODES.
10. STRUCTURAL STEEL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NINTH EDITION OF THE AISC "MANUAL OF STEEL CONSTRUCTION FOR ALLOWABLE STRESS DESIGN.
11. STRUCTURAL STEEL SHALL CONFORM TO ASTM A36 AND SHALL HAVE A MINIMUM YIELD STRESS OF 36,000 PSI.
12. ALL STRUCTURAL STEEL MEMBERS AND HARDWARE USED IN CABLE ANCHORING SYSTEM SHALL BE HOT-DIPPED GALVANIZED. ANY AREAS WHERE COATING IS DAMAGED OR REMOVED SHALL BE COVERED WITH A ZINC RICH COMPOUND.
13. TURNBUCKLES SHALL BE 1¼"x18", TYPE I, GALVANIZED IN ACCORDANCE WITH ASTM F1145.
14. WIRE ROPE CLAMPS SHALL BE TYPE I, GALVANIZED, AND CONFORM TO FS FF-C-450.
15. ALL THREADED RODS, U-BOLTS, AND BOLTS SHALL CONFORM TO ASTM A307 AND SHALL BE INSTALLED WITH F844 WASHERS AND A563 NUTS. ENTIRE BOLT ASSEMBLY SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
16. ZINC RICH COMPOUND FOR REPAIRS SHALL BE 95% METALLIC ZINC, BY WEIGHT IN DRIED FILM; INSTALL AT LEAST TWO COATS, 4 MILS MIN TOTAL THICKNESS.
17. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 318. CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4000 PSI. THE MINIMUM CONCRETE COVER SHALL BE 3", UNLESS OTHERWISE NOTED.
18. DESIGN CRITERIA:
    UFC 4-022-03 "Security Engineering: Fences and Gates

    UFC 4-022-02 "SELECTION AND APPLICATION OF VEHICLE BARRIERS"
19. AT CABLE REINFORCING GATES, PROVIDE TWIST-OFF METAL TIES TO SECURE CABLE TO GATE FABRIC @ 24" OC & U-BOLTS TO SECURE TO GATE UPRIGHTS. MODIFY AS NEEDED TO FACILITATE OPERATION OF GATE.

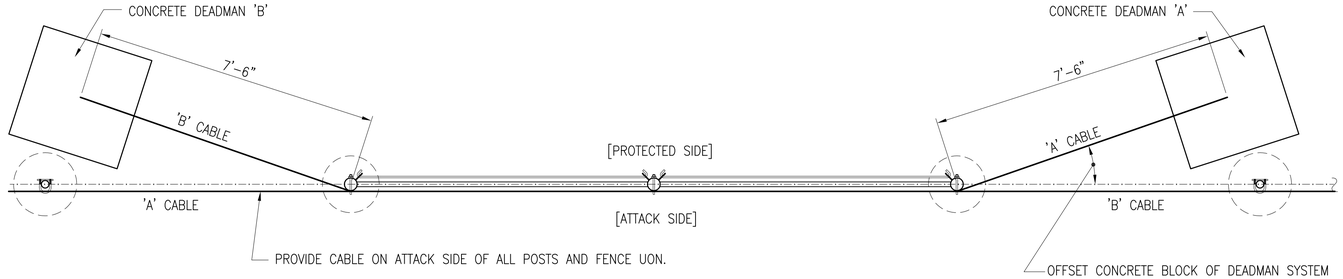
UNIFIED FACILITIES CRITERIA 4-022-03 SECURITY ENGINEERING: FENCES, GATES AND GUARD FACILITIES
DEFINITIVE DRAWINGS FOR SECURITY FENCING, GATES AND CABLING

TYPICAL CABLE REINFORCED CHAIN LINK

UFC-710

DRAWFORM REVISION: 24 AUGUST 2007

FILE NAME: J:\DICE\FENCE DRAWINGS\552005-UFC-710.dwg LAYOUT NAME: #-### PLOTTED: Monday, April 29, 2013 - 1:17pm



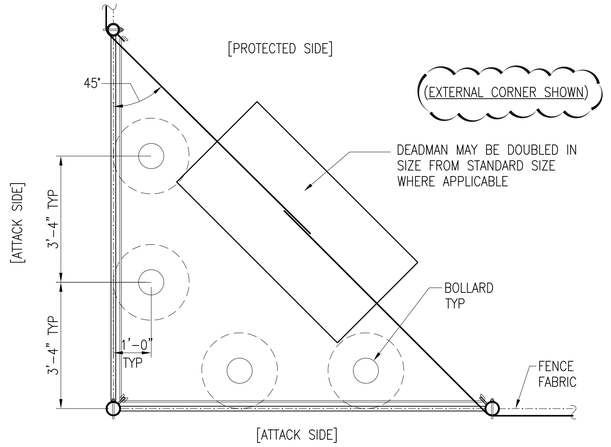
NOTE: FOR RETROFITTING OF EXIST CLF, CABLE CAN BE PLACED ON THE ATTACK SIDE OF THE FENCE FABRIC. FOR NEW CONSTRUCTION, CABLE SHALL BE INSTALLED ON ATTACK SIDE OF POST, BETWEEN POST AND FABRIC.

A1 / UFC-711

TYPICAL PLAN OF DEADMAN AND LINE POST LAYOUT

SCALE: 1/2" = 1'-0"

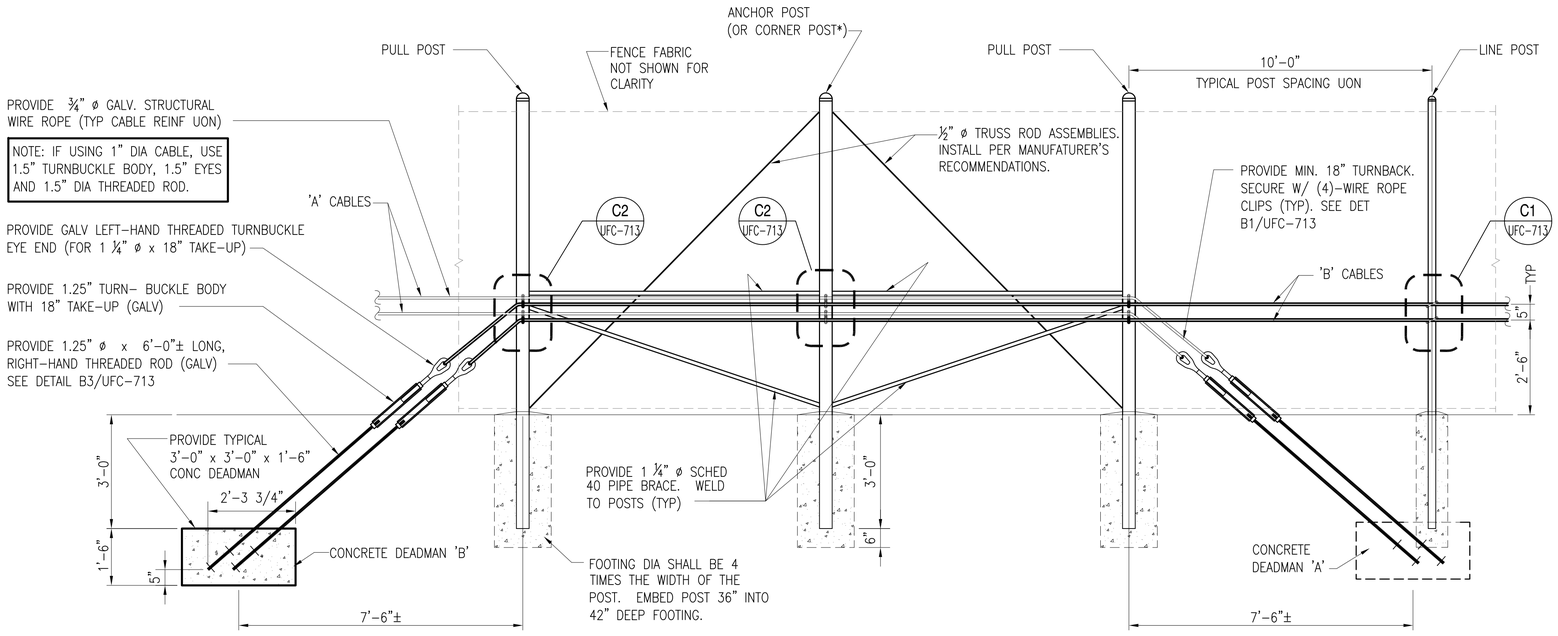
C1 / CIVIL DWGS | UFC-711



TYPICAL PLAN OF TURNING POINT POST LAYOUT

SCALE: 1/2" = 1'-0"

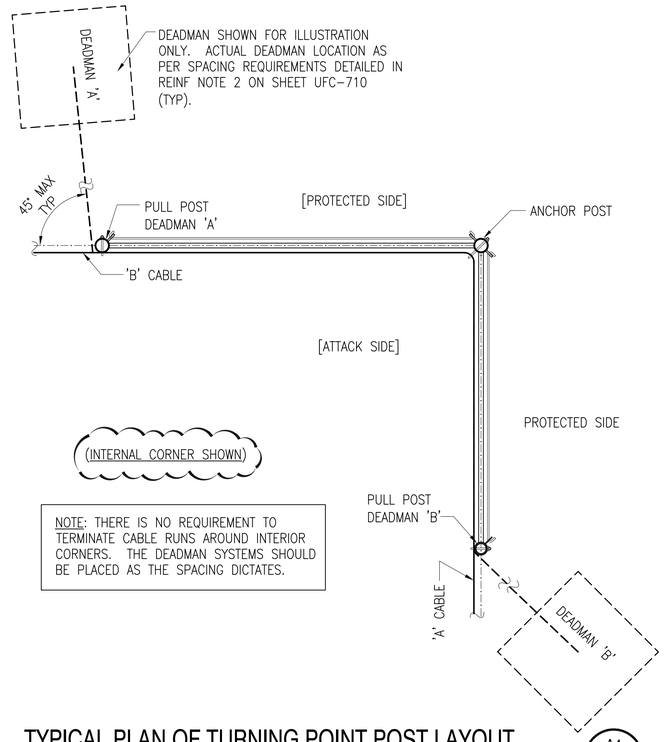
C4 / CIVIL DWGS | UFC-711



TYPICAL ELEVATION OF DEADMAN AND LINE POST LAYOUT

SCALE: 1/2" = 1'-0"

A1 / CIVIL DWGS | UFC-711



NOTE: THERE IS NO REQUIREMENT TO TERMINATE CABLE RUNS AROUND INTERIOR CORNERS. THE DEADMAN SYSTEMS SHOULD BE PLACED AS THE SPACING DICTATES.

TYPICAL PLAN OF TURNING POINT POST LAYOUT

NOT TO SCALE

A4 / CIVIL DWGS | UFC-711

UNIFIED FACILITIES CRITERIA 4-022-03 SECURITY ENGINEERING: FENCES, GATES AND GUARD FACILITIES
DEFINITIVE DRAWINGS FOR SECURITY FENCING, GATES AND CABLING

TYPICAL CABLE REINF CHAIN LINK FENCE-DEADMAN AND LINE POST

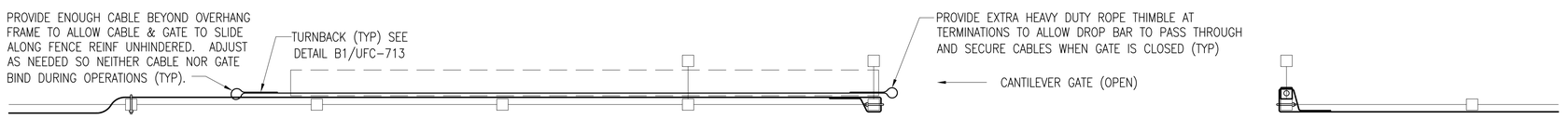
GRAPHIC SCALES

1/2" = 1'-0" 0 1' 2' 4'

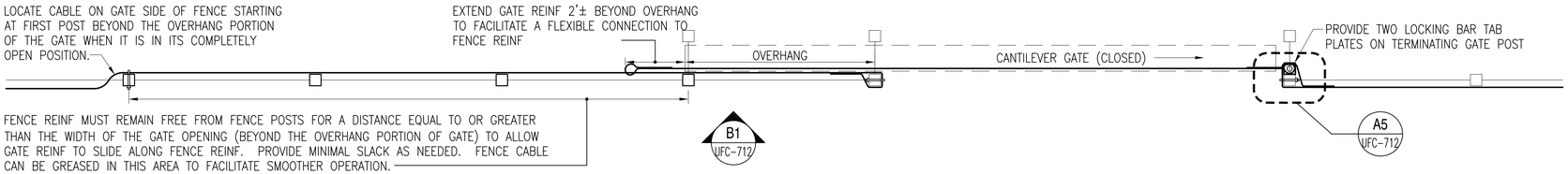
UFC-711

DRAWFORM REVISION: 24 AUGUST 2007

FILE NAME: d:\CIVIL\FENCE DRAWINGS\552005-UFC-711.dwg LAYOUT NAME: #-### PLOTTED: Monday, April 29, 2013 - 1:19pm



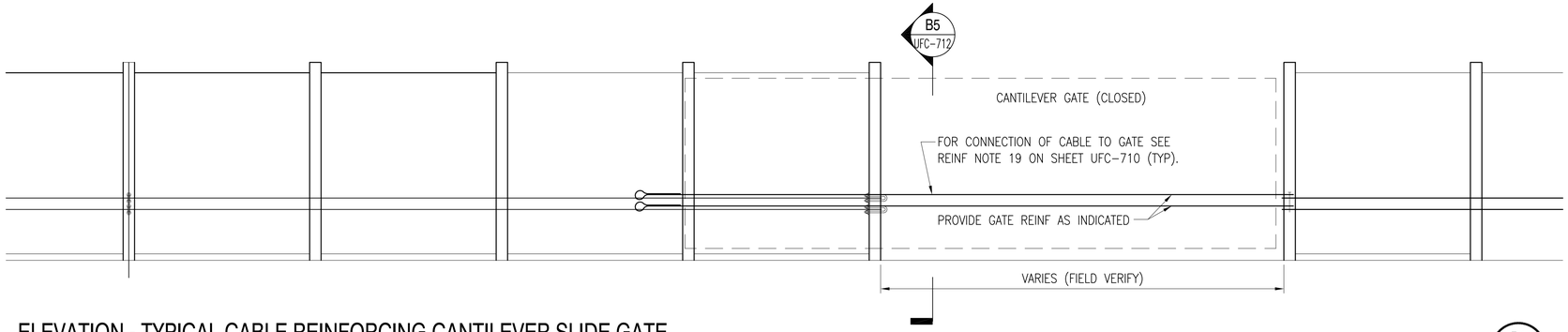
PLAN VIEW (GATE OPEN)



PLAN VIEW (GATE CLOSED)

SCALE: 1/2" = 1'-0"

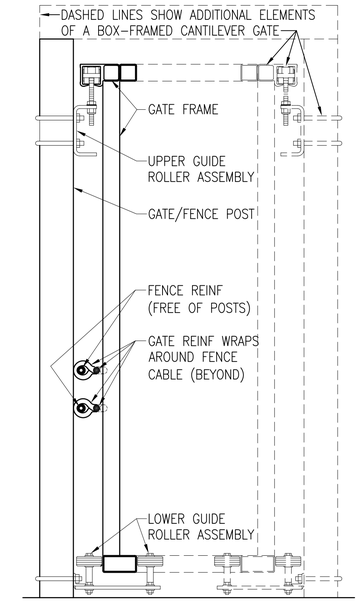
C1 | CIVIL DWGS | UFC-712



ELEVATION - TYPICAL CABLE REINFORCING CANTILEVER SLIDE GATE

SCALE: 1/2" = 1'-0"

B1 | UFC-712 | UFC-712

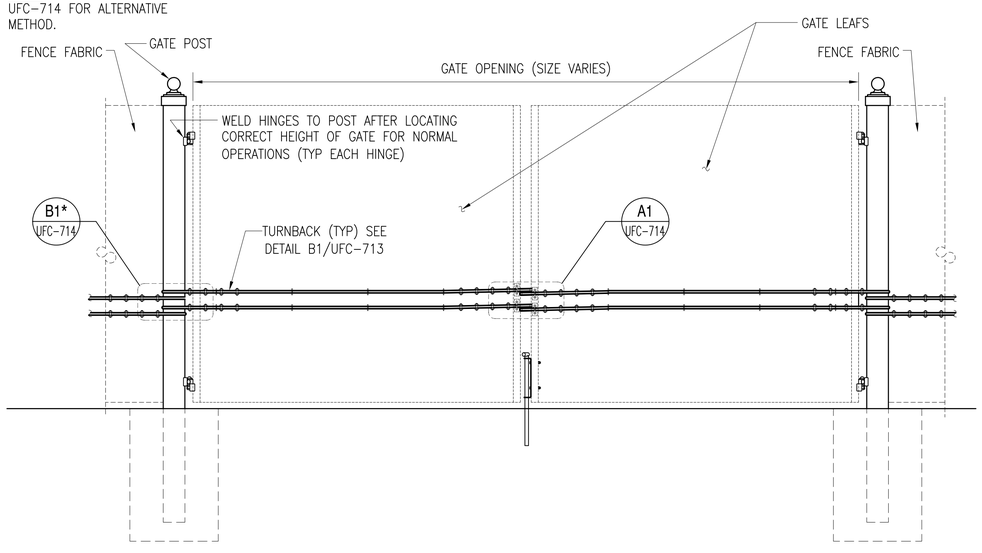


GATE SECTION

SCALE: 1/2" = 1'-0"

B5 | UFC-712 | UFC-712

*NOTE: SEE DETAIL D1 ON SHEET UFC-714 FOR ALTERNATIVE METHOD.

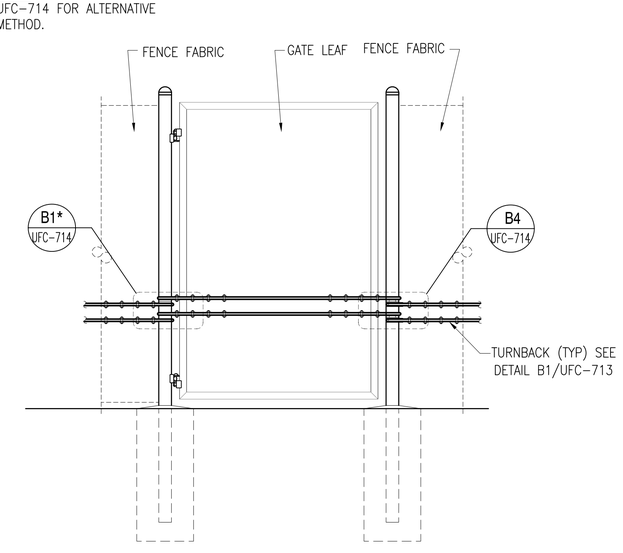


ELEVATION - TYP CABLE REINFORCING DOUBLE FOR SWING GATE

SCALE: 1/2" = 1'-0"

A1 | CIVIL DWGS | UFC-712

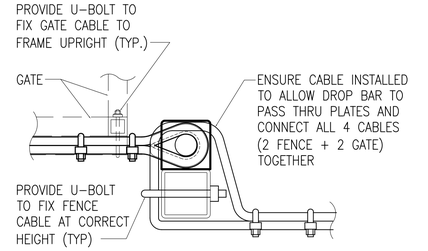
*NOTE: SEE DETAIL D1 ON SHEET UFC-714 FOR ALTERNATIVE METHOD.



ELEVATION - TYP CABLE REINF SINGLE SWING GATE

SCALE: 1/2" = 1'-0"

A3 | CIVIL DWGS | UFC-712



GATE SECTION

NOT TO SCALE

A5 | UFC-712 | UFC-712

UNIFIED FACILITIES CRITERIA 4-022-03 SECURITY ENGINEERING: FENCES, GATES AND GUARD FACILITIES
DEFINITIVE DRAWINGS FOR SECURITY FENCING, GATES AND CABLING

TYPICAL CABLE REINFORCED CHAIN LINK FENCE - GATES

GRAPHIC SCALES

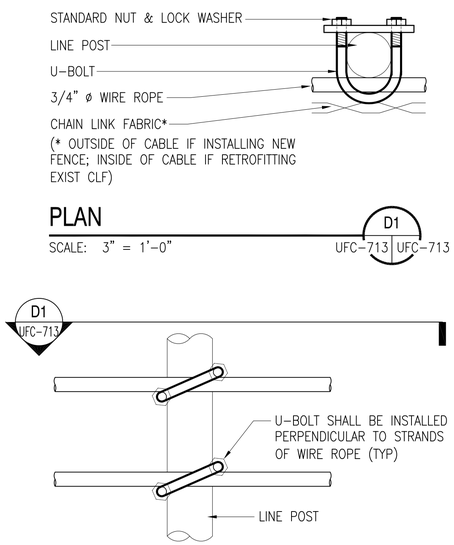
1/2" = 1'-0"

0 1' 2' 4'

UFC-712

DRAWFORM REVISION: 24 AUGUST 2007

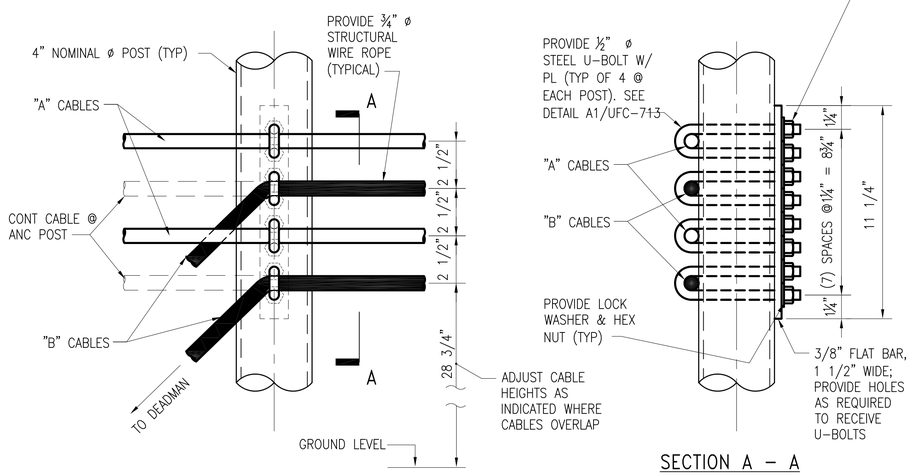
FILE NAME: J:\OCE\FENCE DRAWINGS\552005-UFC-712.dwg LAYOUT NAME: #-### PLOTTED: Monday, April 29, 2013 - 1:22pm



LINE POST DETAIL (CLF ONLY)

SCALE: 3" = 1'-0"

C1 — UFC-711,UFC-710 | UFC-713

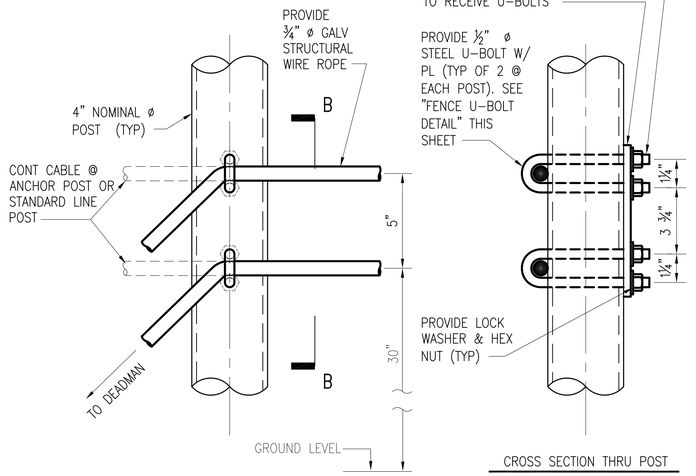


CABLE ANCHORAGE DETAIL @ PULL & ANCHOR POST W/ OVERLAPPING CABLES

SCALE: 3"= 1'-0"

C2 — UFC-710 | UFC-713

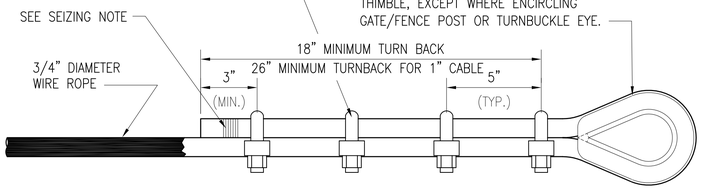
NOTE: USE THIS DETAIL FOR ORNAMENTAL LINE POSTS. OPTIONAL REPLACEMENT OF DETAIL C1 THIS SHEET FOR CLF LINE POST.



CABLE ANCHORAGE DETAIL @ PULL & ANCHOR POST

SCALE: 3" = 1'-0"

C4 — UFC-711 | UFC-713

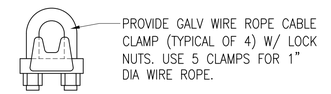


ORNAMENTAL FENCE NOTE: STRIP VINYL COATING OFF WIRE ROPE IN AREA OF CLIPS AND THIMBLE (APPROX. LAST 4'-6").	SEIZING NOTE: WIND SEIZING WIRE IN A TIGHT SPIRAL AROUND THE ROPE END TO A 1" LENGTH OF SEIZING. TWIST THE TWO ENDS OF THE SEIZING WIRE AT THE CENTER OF THE SEIZING LENGTH. USE ZINC COATED STEEL WIRE.
NOTE (ALL FENCE TYPES): INSTALL SADDLE OF CLIPS ON LIVE SIDE (AS SHOWN), SEIZE CUT END OF WIRE ROPE, AND TORQUE NUTS PER MANUFACTURER'S RECOMMENDATIONS (TYP).	

TYPICAL TURNBACK AND CLAMP DETAIL

SCALE: 3" = 1'-0"

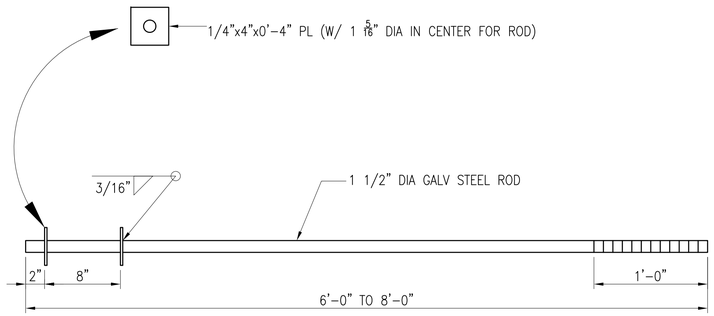
B1 — UFC-710, UFC-711, UFC-712, UFC-720, UFC-721, UFC-722 | UFC-713



CLAMP DETAIL

NOT TO SCALE

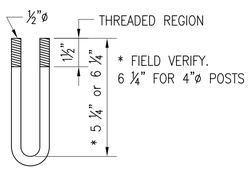
B2 — UFC-713 | UFC-713



DEADMAN ANCHOR ROD

SCALE: 1 1/2" = 1'-0"

B3 — UFC-710, UFC-711, UFC-720, UFC-721 | UFC-713



FENCE U-BOLT DETAIL

SCALE: 3" = 1'-0"

A1 — UFC-713 | UFC-713

GRAPHIC SCALES

3" = 1'-0" — 0 1" 2" 3" 4" 5" 6" 1'

1 1/2" = 1'-0" — 0 4" 8" 1'-4"

1" = 1'-0" — 0 6" 1' 2'

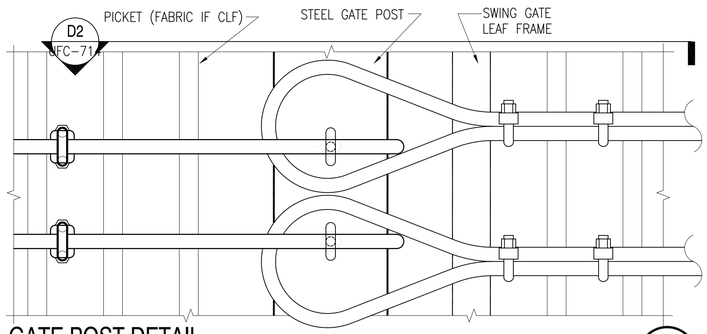
UNIFIED FACILITIES CRITERIA 4-022-03 SECURITY ENGINEERING: FENCES, GATES AND GUARD FACILITIES
DEFINITIVE DRAWINGS FOR SECURITY FENCING, GATES AND CABLING

CABLE REINFORCING DETAILS

UFC-713

DRAWFORM REVISION: 24 AUGUST 2007

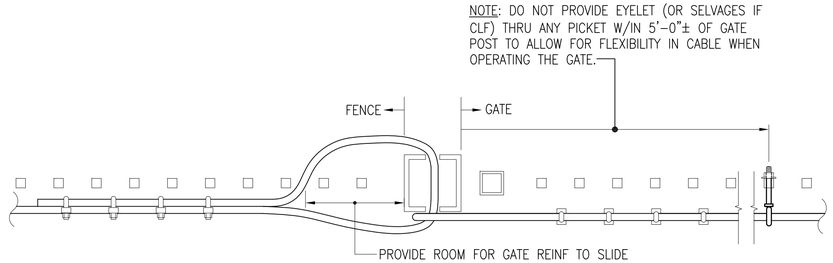
FILE NAME: J:\OCE\FENCE DRAWINGS\552005-UFC-713.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, April 29, 2013 - 2:23pm



GATE POST DETAIL

SCALE: 3" = 1'-0"

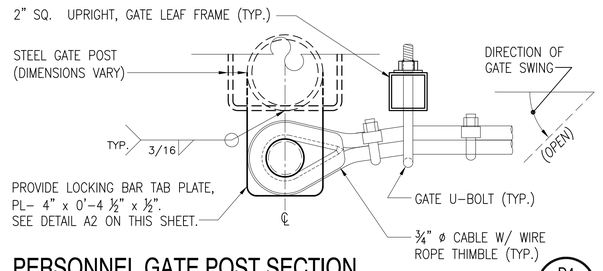
D1 — UFC-712, UFC-714 & UFC-722 | UFC-714



ALTERNATIVE CABLE LASHING - ORNAMENTAL SHOWN (CLF SIMILAR)

SCALE: 1 1/2" = 1'-0"

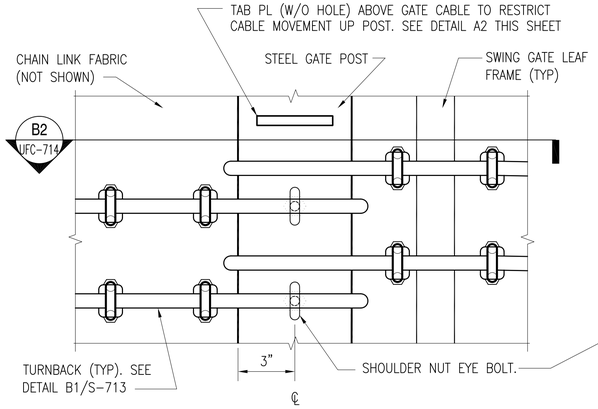
D2 — UFC-714 | UFC-714



PERSONNEL GATE POST SECTION

SCALE: 3" = 1'-0"

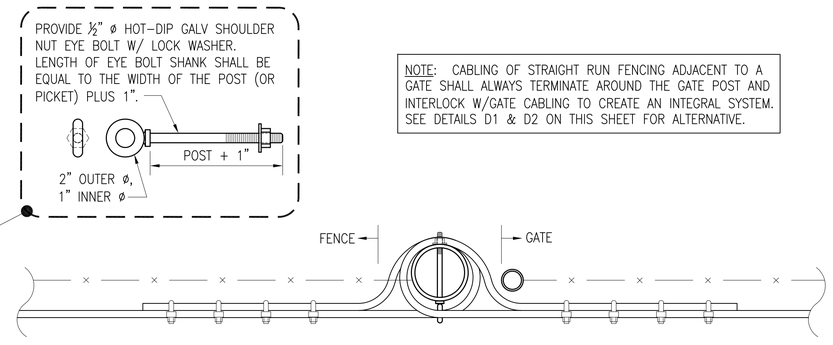
D4 — UFC-714 | UFC-714



GATE POST DETAIL

SCALE: 3" = 1'-0"

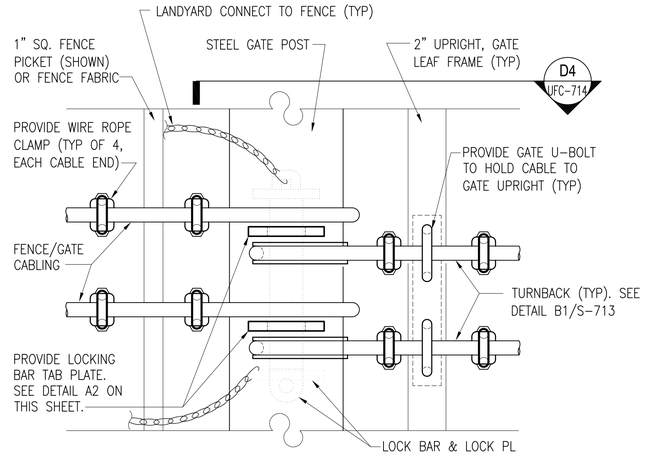
B1 — UFC-712 & UFC-722 | UFC-714



SECTION

SCALE: 1 1/2" = 1'-0"

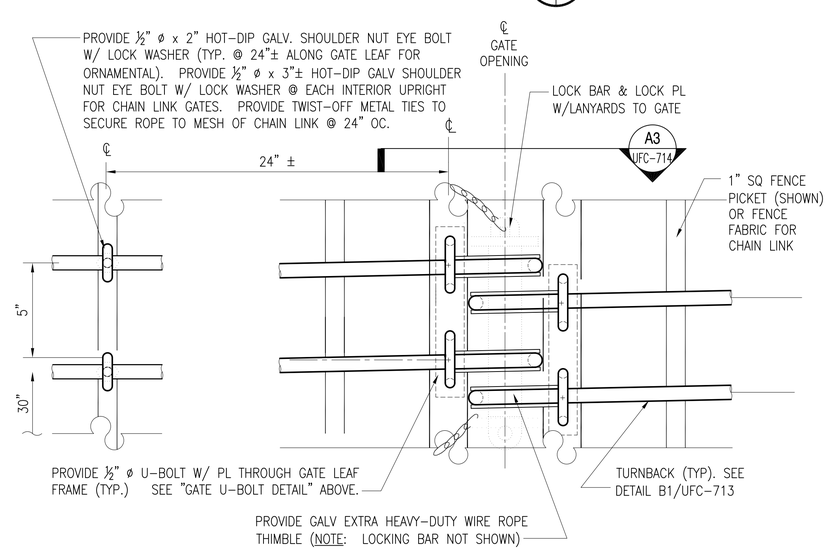
B2 — UFC-714 | UFC-714



PERSONNEL GATE POST DETAIL (TYP.)

SCALE: 3" = 1'-0"

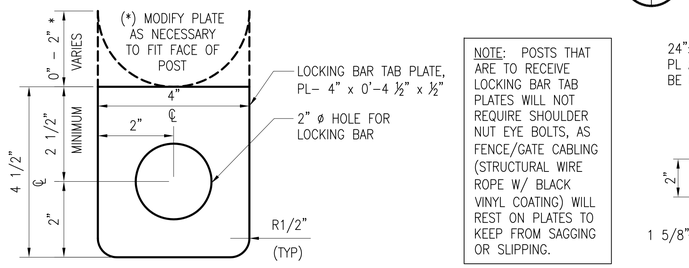
B4 — UFC-712 & UFC-722 | UFC-714



DOUBLE GATE LEAF LOCK DETAIL

SCALE: 3" = 1'-0"

A1 — UFC-712 & UFC-722 | UFC-714

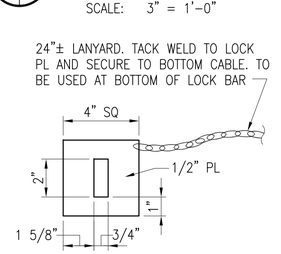


LOCKING BAR TAB PLATE DETAIL

SCALE: 6" = 1'-0"

A2 — UFC-714 | UFC-714

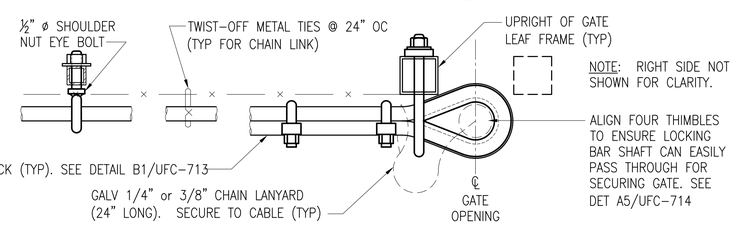
NOTE: POSTS THAT ARE TO RECEIVE LOCKING BAR TAB PLATES WILL NOT REQUIRE SHOULDER NUT EYE BOLTS, AS FENCE/GATE CABLING (STRUCTURAL WIRE ROPE W/ BLACK VINYL COATING) WILL REST ON PLATES TO KEEP FROM SAGGING OR SLIPPING.



LOCK PLATE

SCALE: 3" = 1'-0"

A4 — UFC-714 | UFC-714

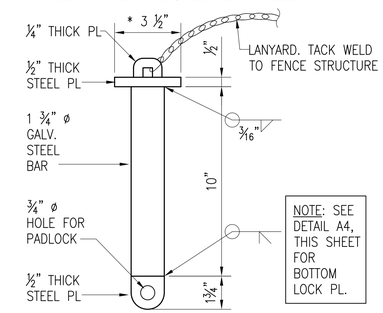


SECTION

SCALE: 3" = 1'-0"

A3 — UFC-712 & UFC-722 | UFC-714

NOTE: ALL WELDS SHALL BE CONTINUOUS. PROVIDE CHAIN LANYARDS, SECURE TO CABLE.



LOCK BAR DETAIL

SCALE: 3" = 1'-0"

A5 — UFC-714 | UFC-714

GRAPHIC SCALES

3" = 1'-0" — 0 1" 2" 3" 4" 5" 6" 1'

1 1/2" = 1'-0" — 0 4" 8" 1'-4"

UFC-714

DRAWFORM REVISION: 24 AUGUST 2007

UNIFIED FACILITIES CRITERIA 4-022-03 SECURITY ENGINEERING: FENCES, GATES AND GUARD FACILITIES
DEFINITIVE DRAWINGS FOR SECURITY FENCING, GATES AND CABLING

CABLE REINFORCING DETAILS (CONT'D)

FILE NAME: J:\DICE\FENCE DRAWINGS\552005-UFC-714.dwg LAYOUT NAME: Layout1 PLOTTED: Monday, April 29, 2013 - 2:27pm

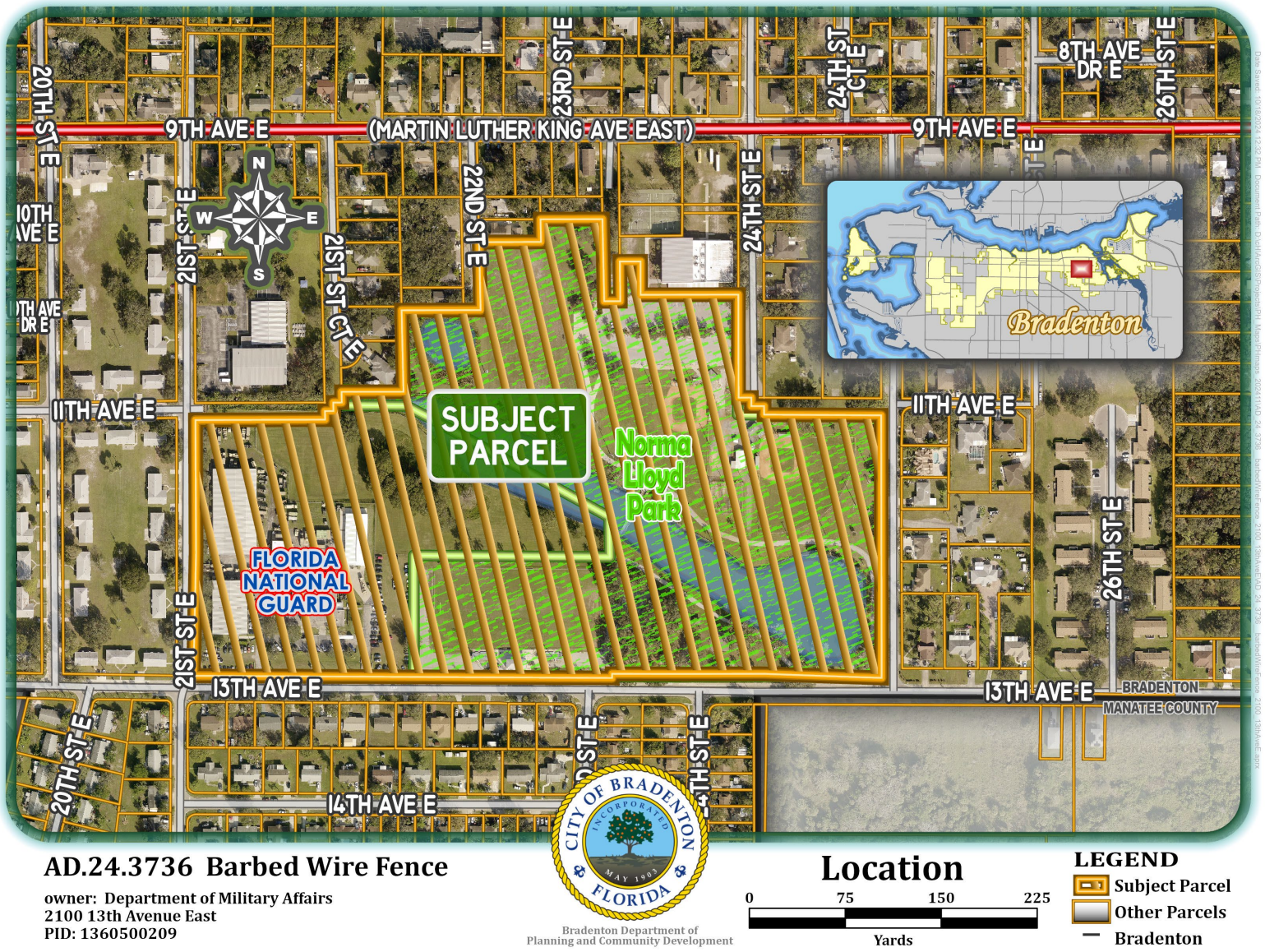
CITY COUNCIL

November 6, 2024
AD.24.3736

2100 13th Avenue East, Bradenton, FL 34208

Request to allow an 8’ high fence to include barbed wire along the primary and secondary frontages within the T4-R Zoning District

Staff Contact: Monica Friedl, City Planner



AD.24.3736 Barbed Wire Fence

owner: Department of Military Affairs
2100 13th Avenue East
PID: 1360500209

Bradenton Department of
Planning and Community Development

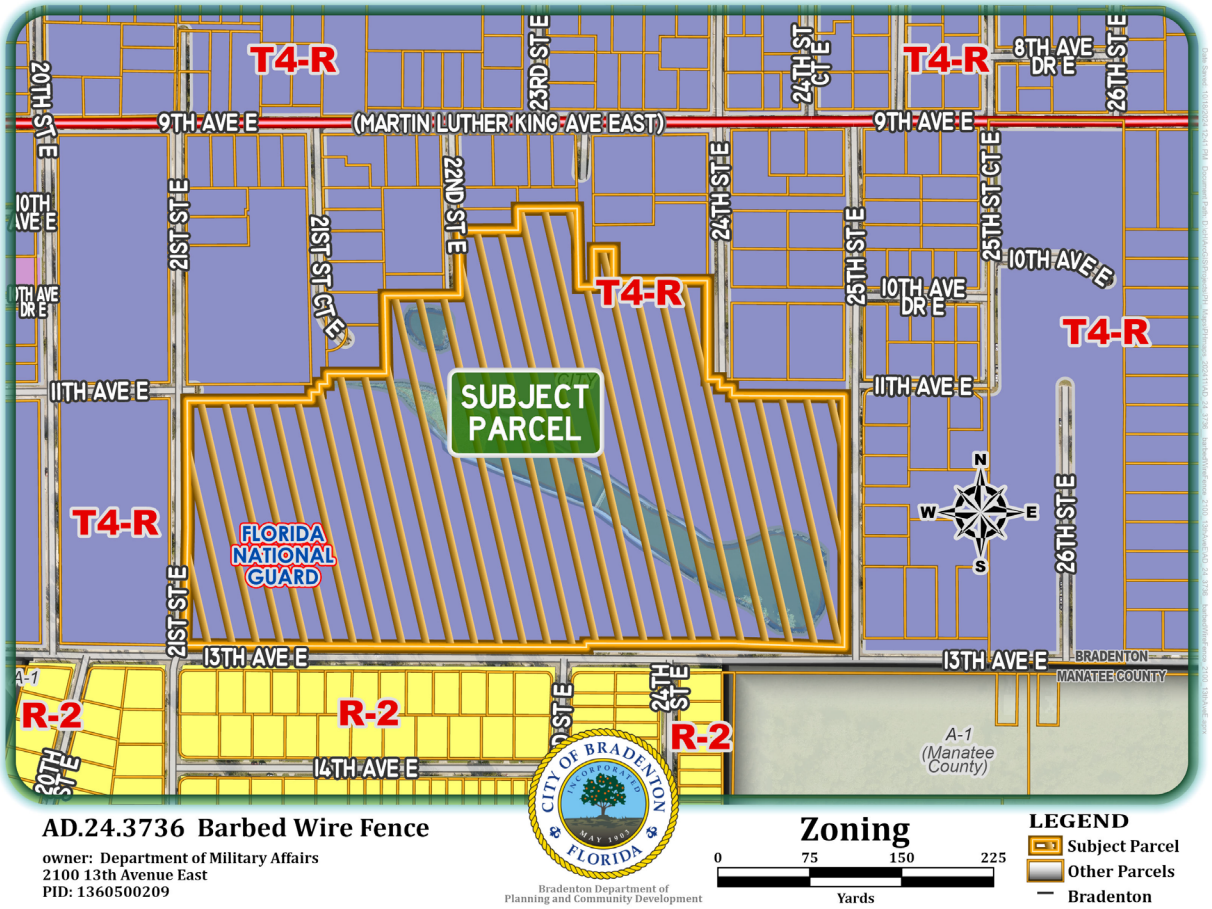
Location

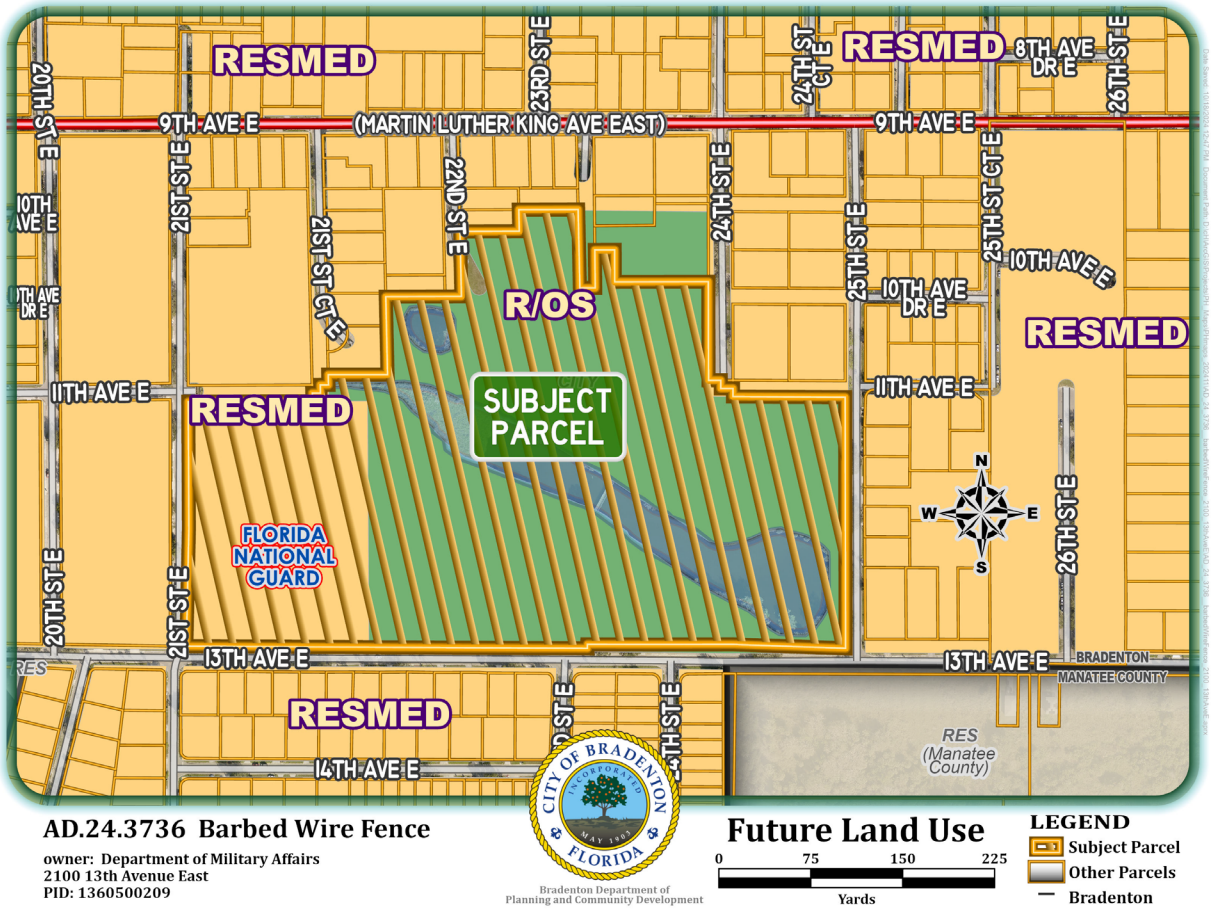
0 75 150 225
Yards

LEGEND
- Subject Parcel
- Other Parcels
- Bradenton

The subject property is 29.5 acres

The property is in the T4-R zoning district.





The future land use is **RESMED, Medium Density & Recreation/Open Space.**

The Request

- Allow a 7’ high black coated vinyl chain link with an additional 1’ consisting of 3 stranded barbed wire along the primary and secondary frontages within 35 feet of intersecting streets.

Permitted

- A fence not more than 4 feet in height may be located along all property lines
- A fence not more than 6 feet in height may be allowed on any property line (or lot line, as applicable) that is located at or behind the façade of the primary structure.
- No fence shall be erected that interferes with sight visibility triangles
- Barbed wire is prohibited, unless specifically approved by the City Council for non-residential properties only.

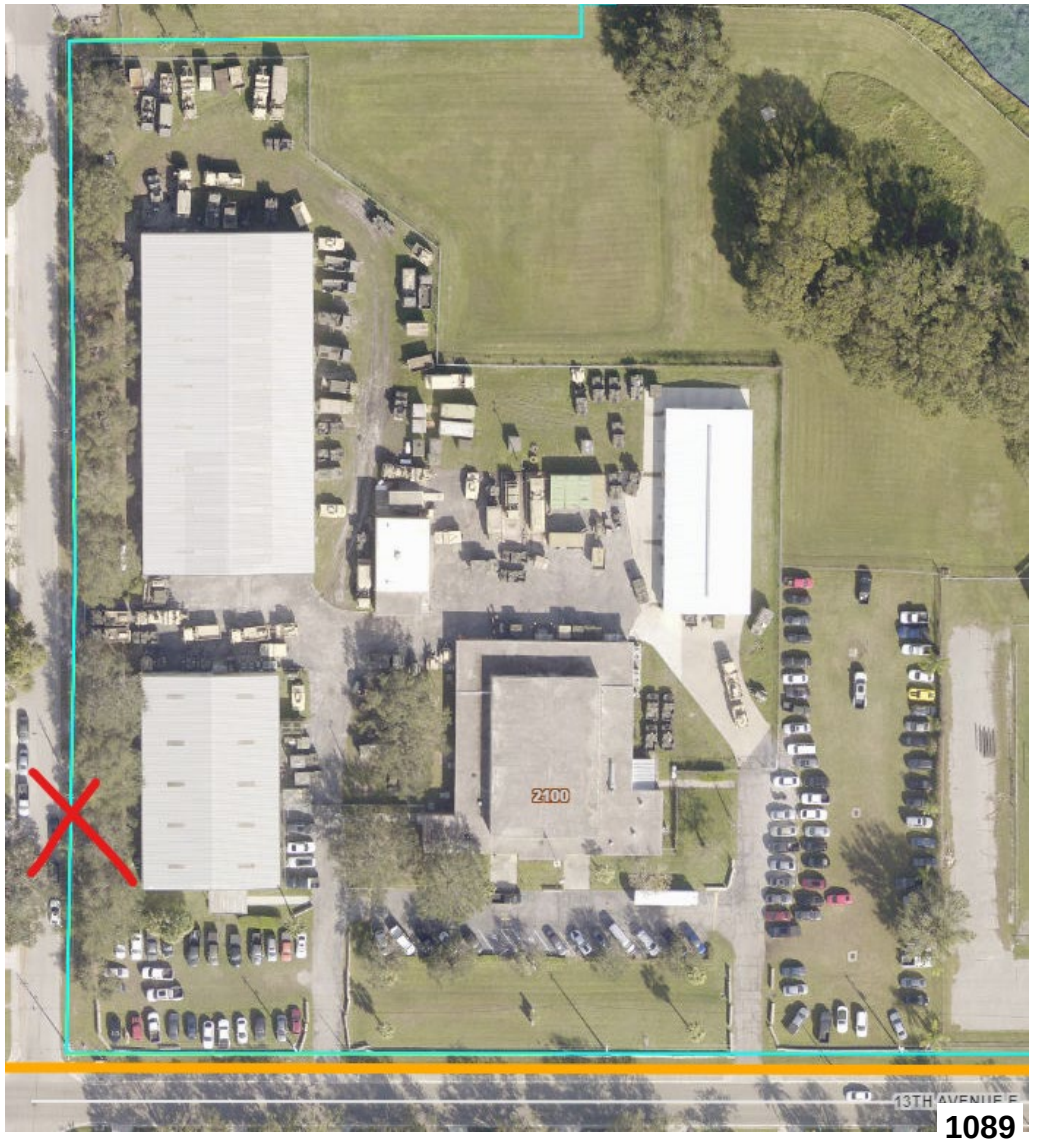


Proposed Site Plan

The Property

Southwest Corner- Facing South

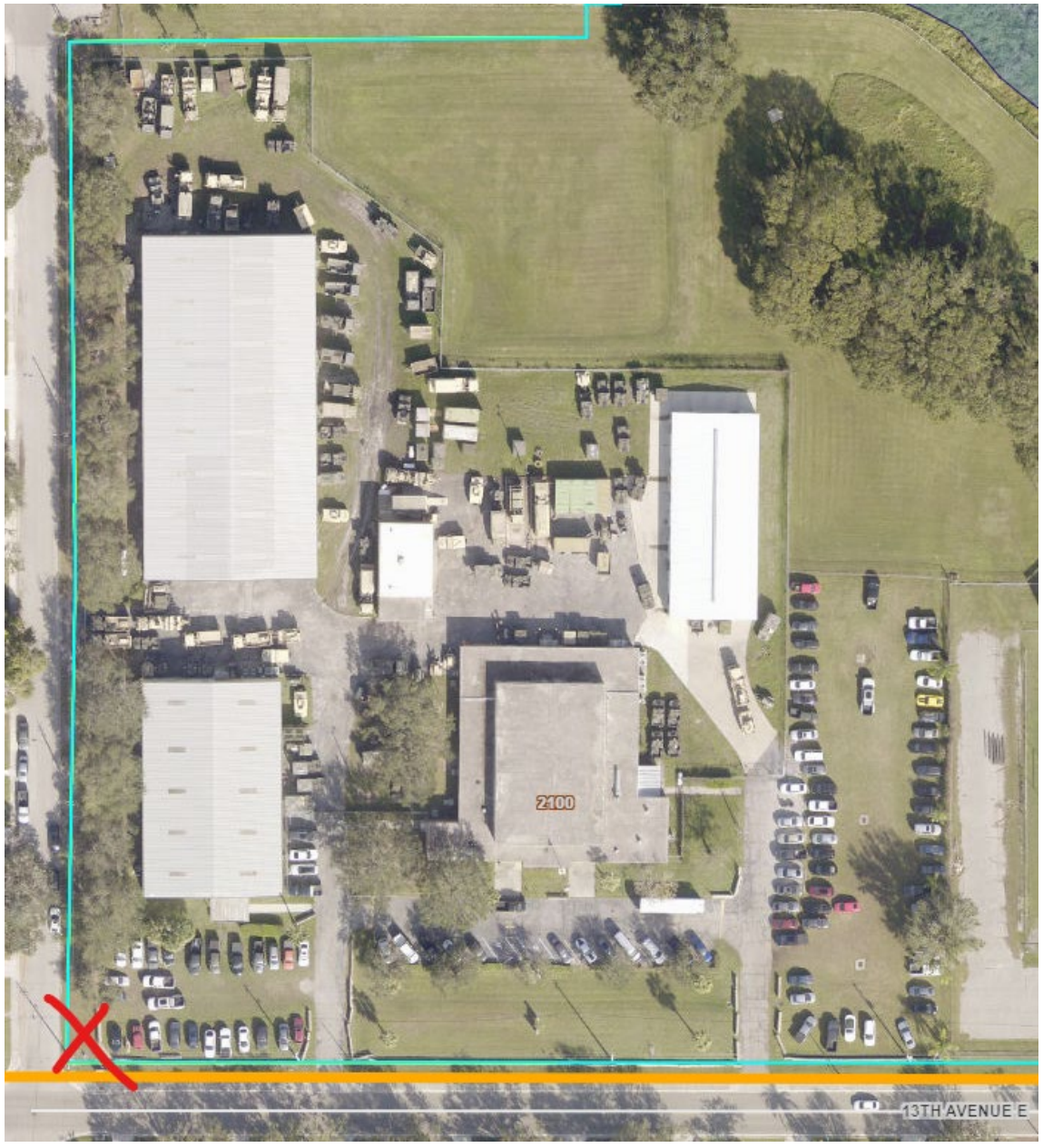




The Property

Southwest Corner- Facing North

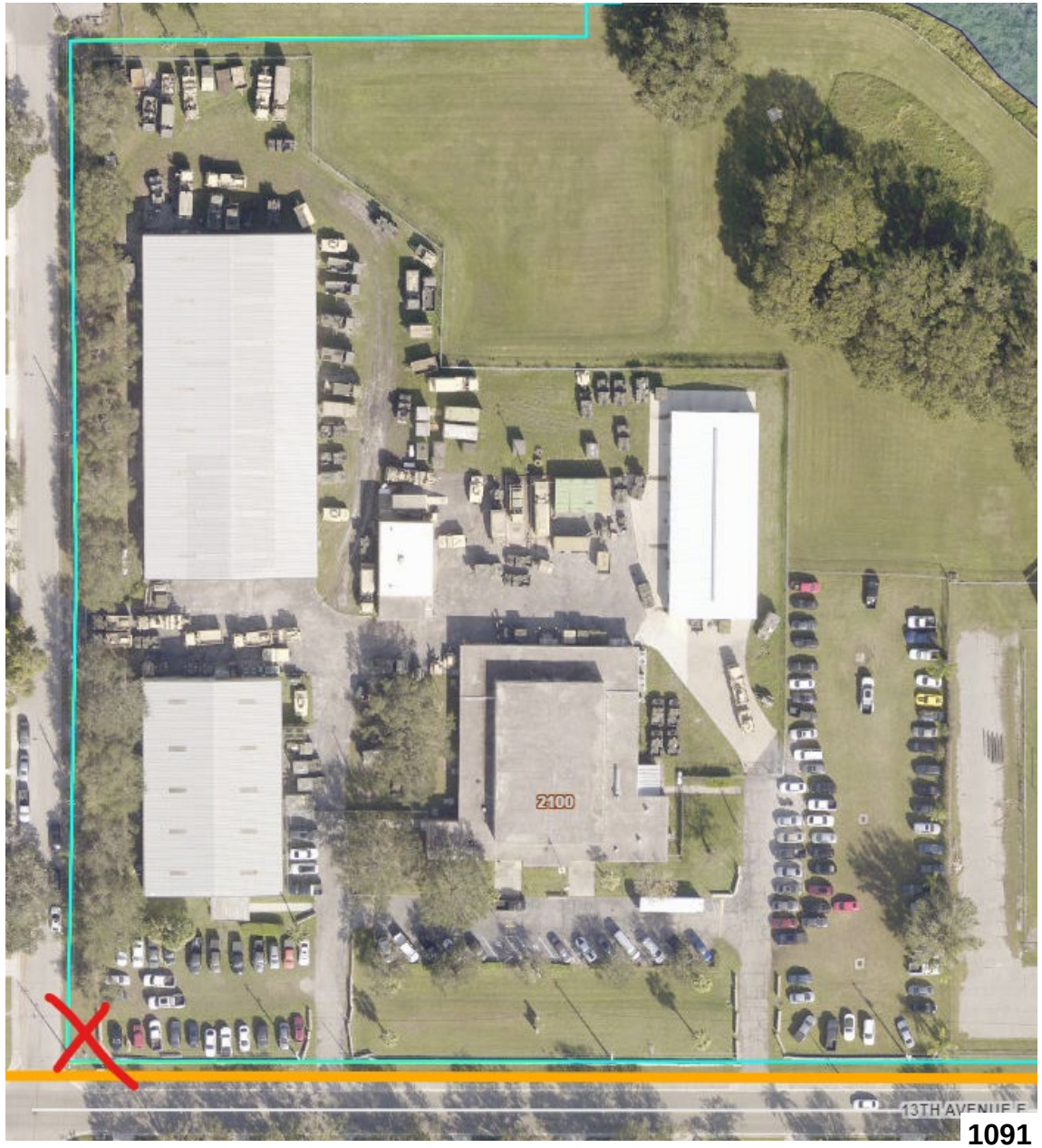




1090

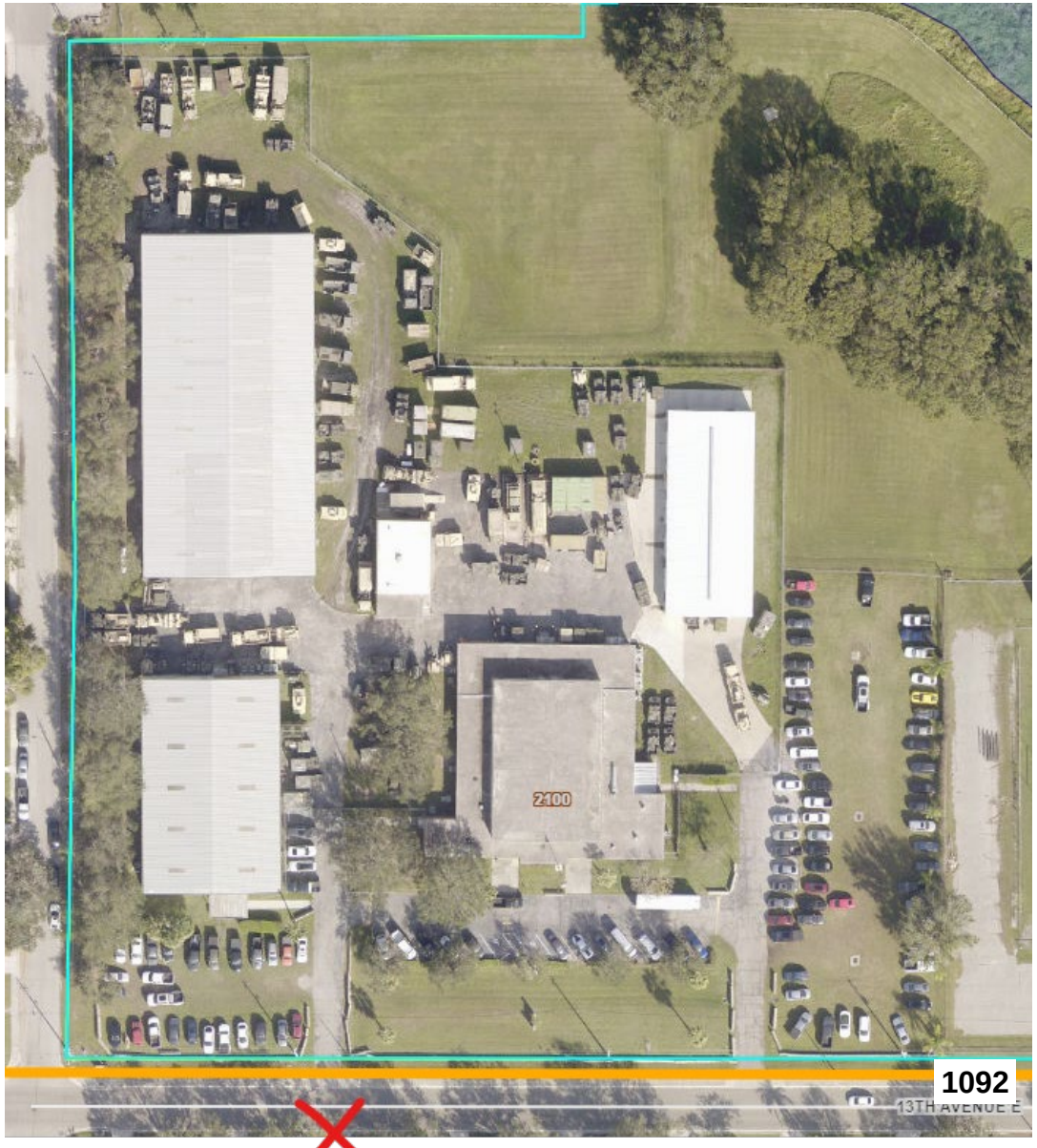
Southwest Corner- Facing East





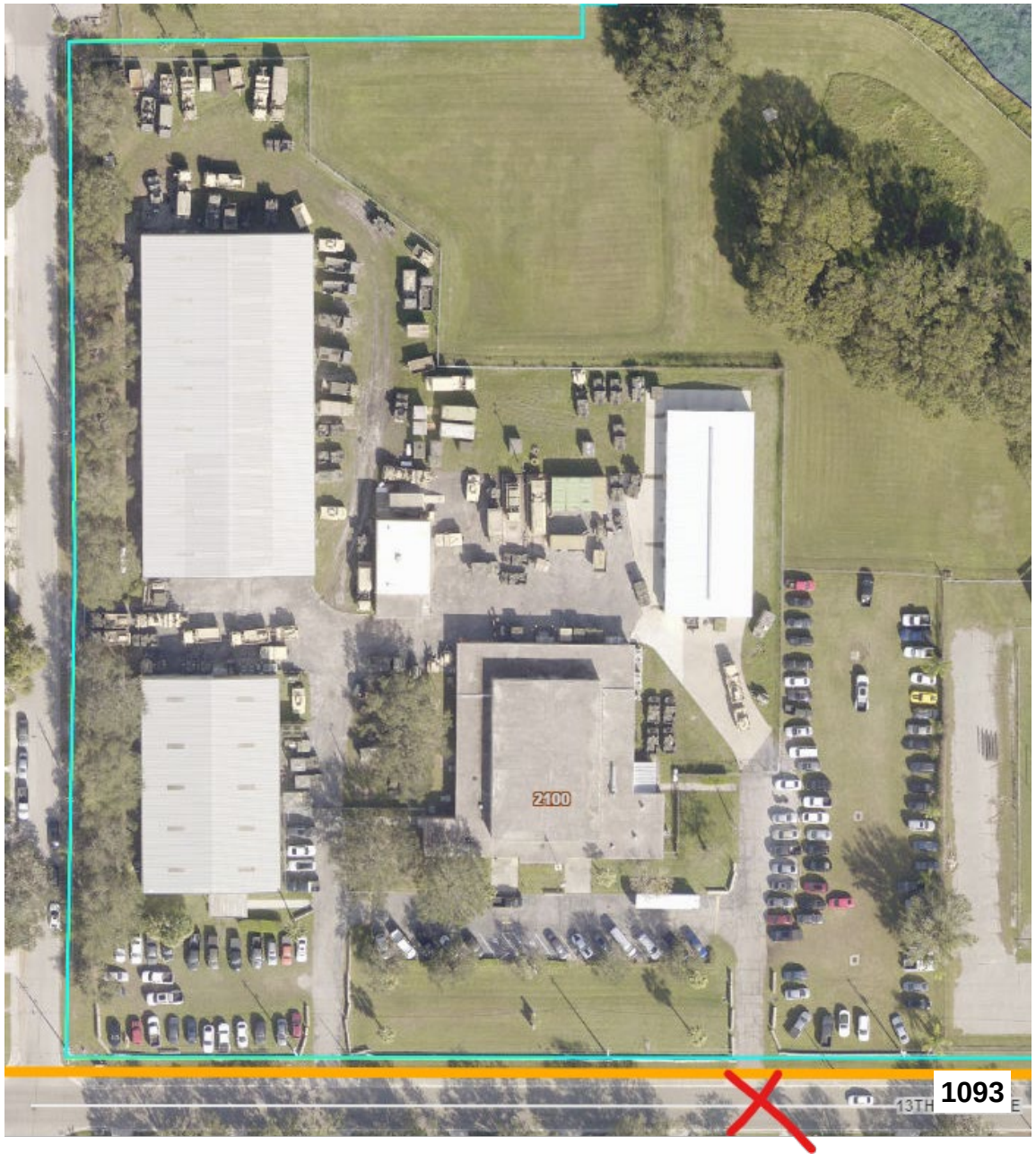
South side- Facing North





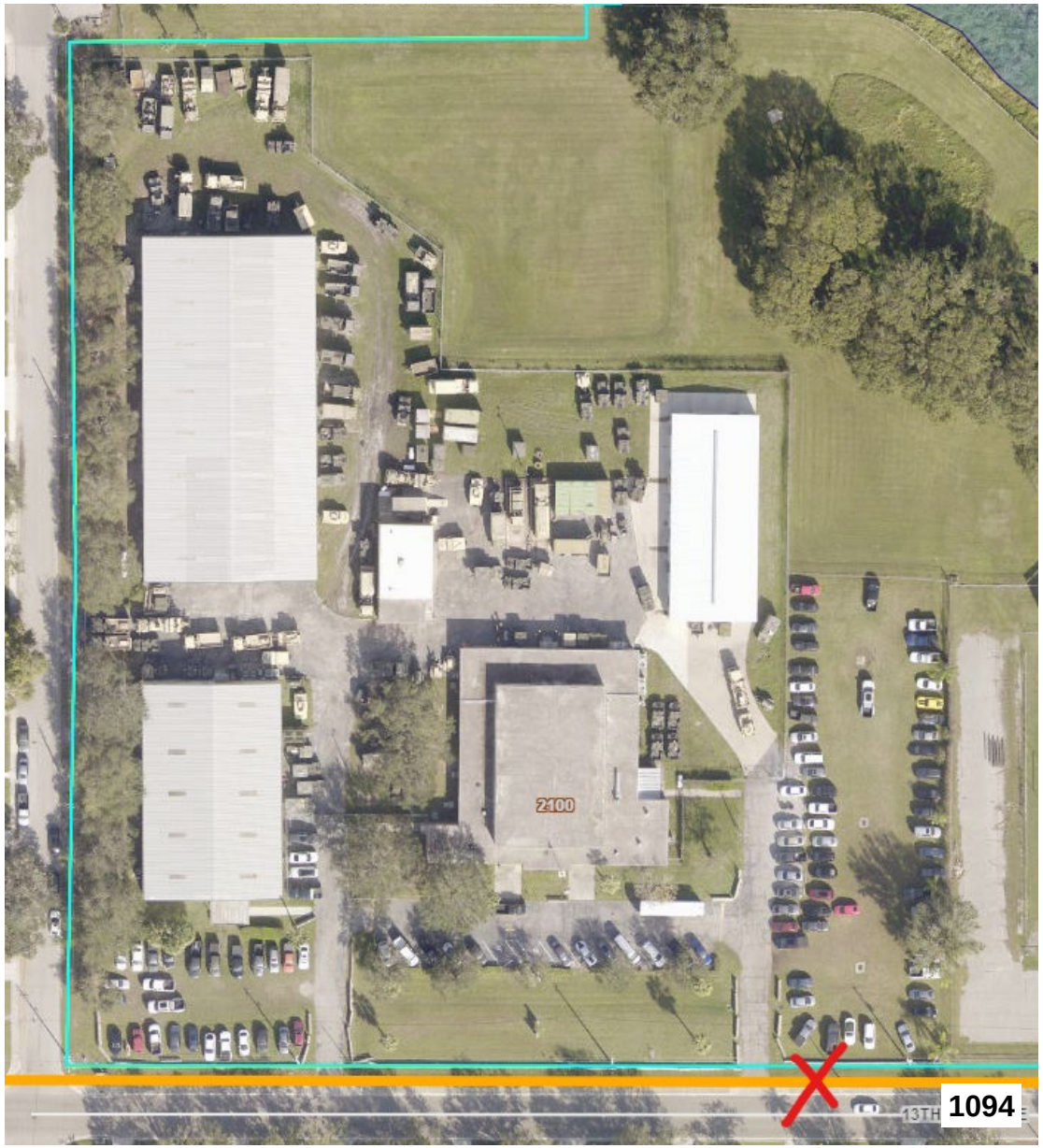
South Side- Facing North

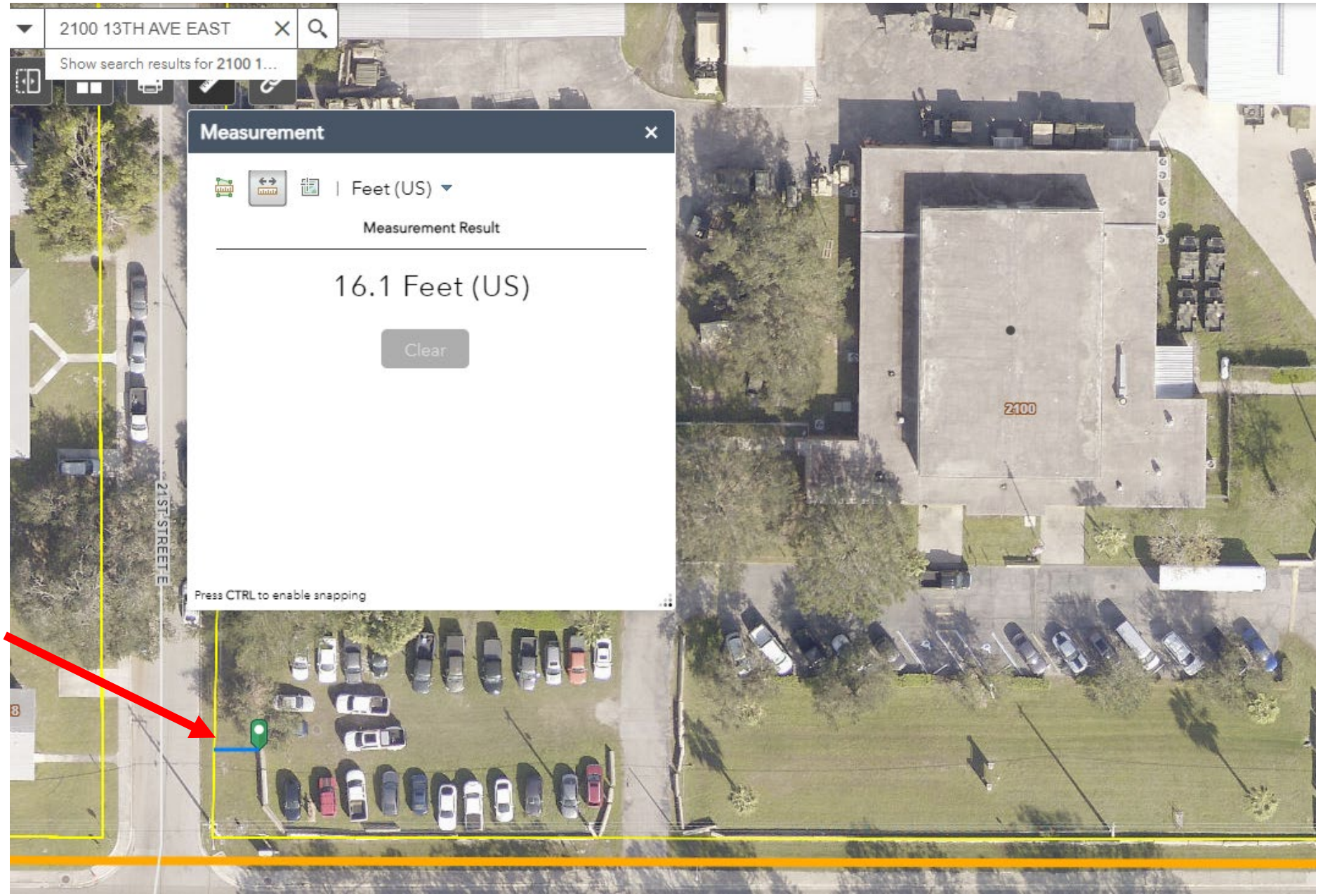




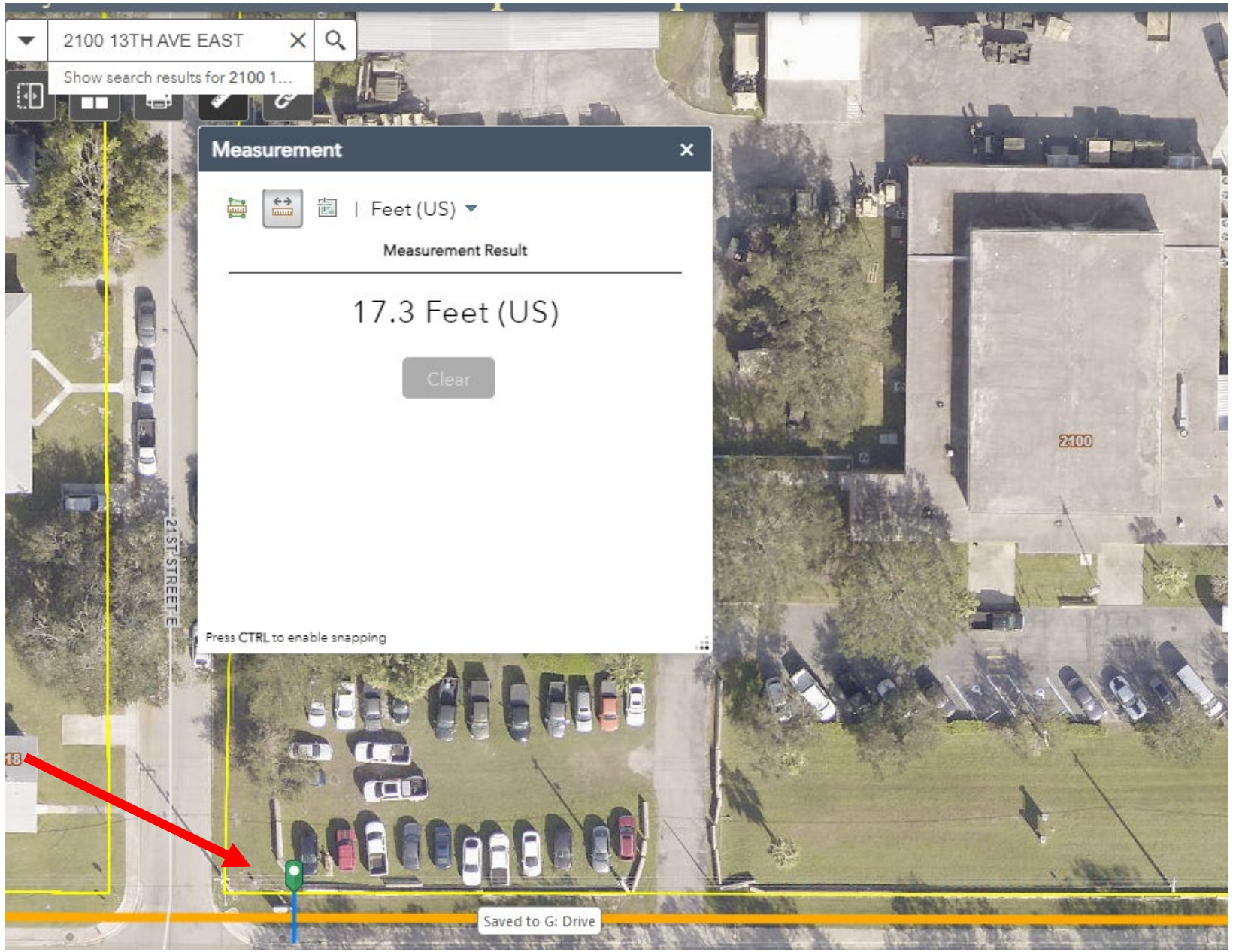
South Side- Facing Northwest







DIMENSIONS PROVIDED FOR REFERENCE



DIMENSIONS PROVIDED FOR REFERENCE

Land Use Regulations

- Land Use Regulations 5.2.2.4 stipulates that the proposed material will require City Council approval

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.

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 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.

Planning & Community Development Analysis:

Should the Planning Commission approve the requested Variance, the following stipulations are recommended:

1- A 35-foot sight visibility triangle will be maintained on the corner of 21st Street East and 13th Avenue East.
2- The fence shall remain within the property's boundary and out of the right-of-way.

AGENDA ITEM NO. 7.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Affordable Housing Surplus Property Bid Review - PUBLIC HEARING

SUGGESTED ACTION: Review proposals and make a determination as to whether to accept or reject.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
On November 1, 2023, by Resolution 23-43 City Council adopted an inventory list identifying property as surplus and deemed appropriate for use as potential affordable housing pursuant to Section 166.0451 of the Florida Statutes. We have recently received bids on three of those properties.

As is required by our Policy, the bids were brought before the Affordable Housing Committee for review on August 15, 2024. The Affordable Housing Committee came to the conclusion that they did not feel the proposed projects were a good fit. They were concerned about the quality of housing and the creativity of the project. They were also concerned that these projects did not provide a substantial amount of housing. A copy of the memo from the AHAC is included.

These proposals are now before you for consideration.

Also, on August 23, 2024, the CRA Director, Jeff Burton, reached out to the City Administrator to indicate that the CRA is interested in having the parcels located at 520 19th Street East and 519 18th Street East transferred back to the CRA to

be used for workforce single family owner occupied residential use.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to reject the three proposals submitted by Domka, Inc., as recommended by the Affordable Housing Committee.

Motion to approve/reject the request of the CRA to have 519 18th Street East and 520 19th Street East parcels transferred back to the CRA to be used for workforce single family owner occupied residential use.

ATTACHMENTS:
Affordable Housing Surplus Property Bids Presentation

CITY OF BRADENTON

AFFORDABLE HOUSING SURPLUS PROPERTY BIDS

bradenton
The Friendly City

(Disclaimer: The City reserves the right to withdraw from surplus any property it owns at any time without notice. The city reserves the right to reject any and all proposals, responses, offers and/or bids for its properties.)

FLORIDA STATUTE 166.0451

CITY OF BRADENTON

Florida Statute 166.0451 defines Requirements for disposition of municipal property for affordable housing:

- The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, or sold with a restriction that requires the development of the property as permanent affordable housing, or donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the municipality may otherwise make the property available for use for the production and preservation of permanent affordable housing.

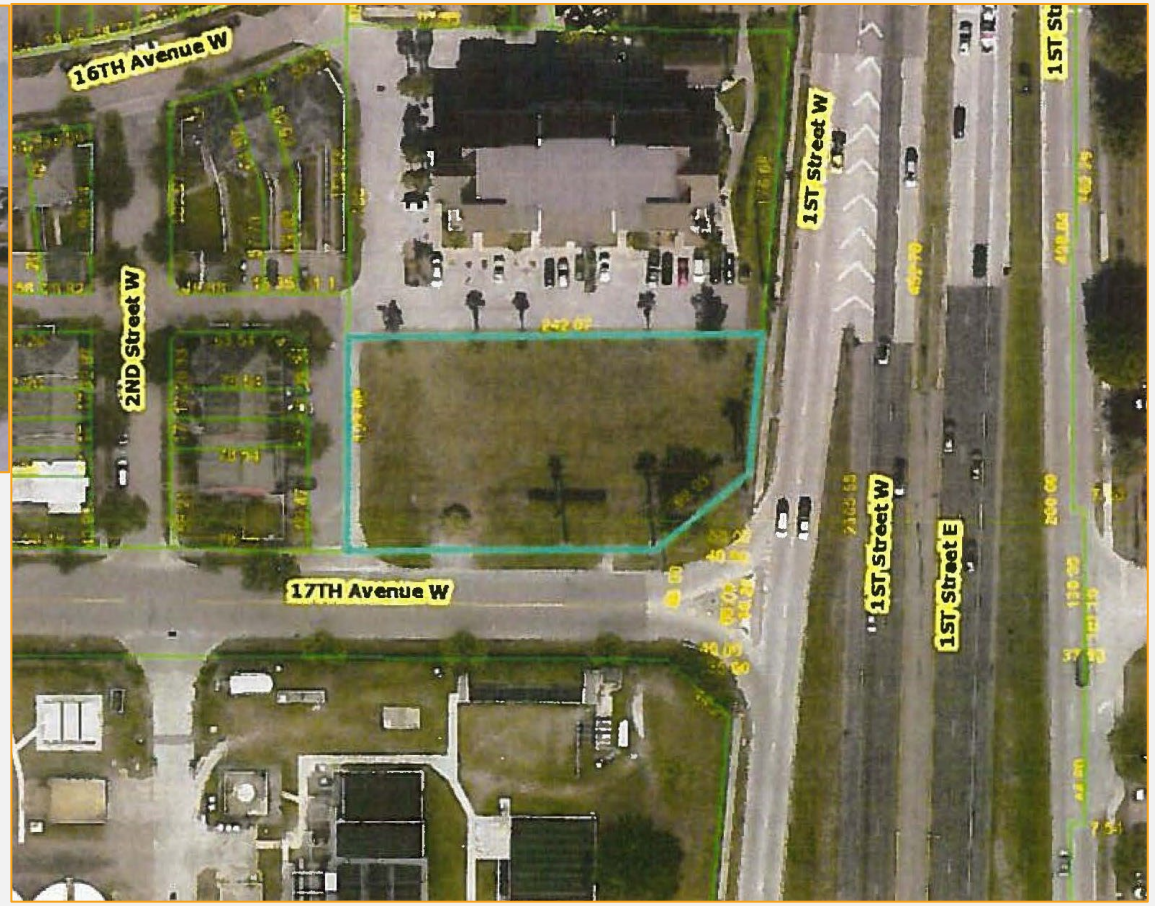
102 17TH AVENUE WEST

PARCEL ID # 4342500759 - .06502 ACRES MOL

VACANT – ACROSS FROM THE WASTE WATER TREATMENT FACILITY

CITY OF BRADENTON





#98

LOCATED IN CENTRAL CRA

102 17TH AVENUE WEST - BID RECEIVED FROM DOMKA, INC.

CITY OF BRADENTON

BID FORM
City of Bradenton Surplus Land

Address of the Property being bid on: 102 17th Ave W, Bradenton, FL 34205

Bidder Name: DOMKA, INC

Bidder Address: 4740 N CUMBERLAND AVE, UNIT 293, CHICAGO, IL 60656

Email: INFO@DOMKA.US Telephone No. 302-217-6554

Bid Amount: $54,565.00 Bid Deposit: $5456.50

Proposed use of property:

Affordable housing project offering modern hurricane rated 2br 1ba tiny homes to Bradenton families.

Scope of Project and timeline for implementation:

Minimal modification of existing lot, allocating 10 micro parcels with infrastructure utilities such as electrical, water, sewer and access road over several month period, and delivery/installation of 10 single family homes in 12 months from completion of infrastructure. Each unit takes 3-7 days for installation. In order to keep final unit affordable, we are offering what a similar surplus 1 acre parcel approved by the city for affordable housing was valued at.

Proposed Closing Date:

Required:

- All bids require a 10% deposit in the form of a certified check or cashier's check, payable to the City of Bradenton.
- All bids require proof of funds if cash purchase or a Letter of credit from lender if financing is required. The City of Bradenton will not extend credit.

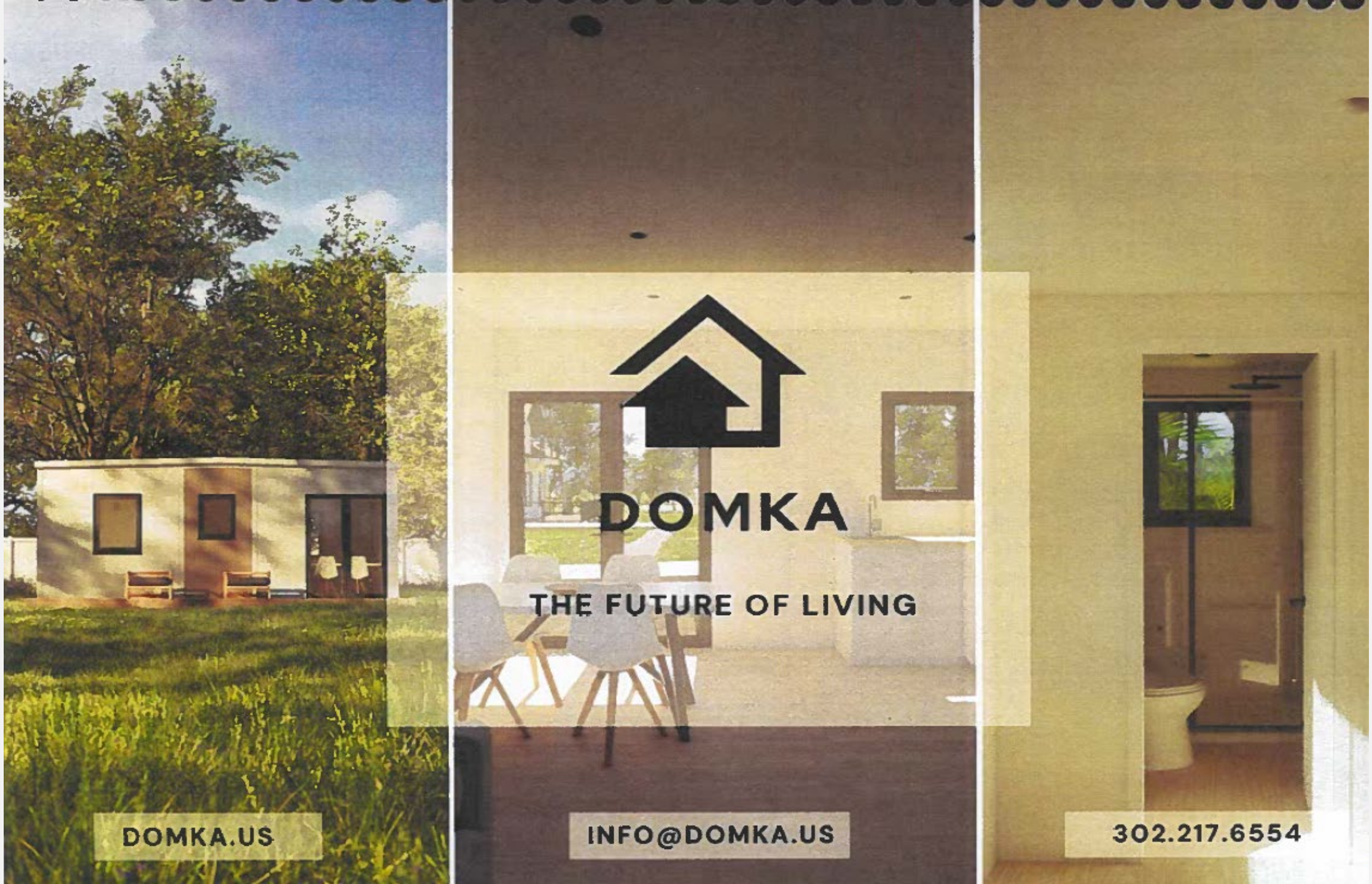
102 17TH AVENUE WEST - BID RECEIVED FROM DOMKA, INC.

The property will be conveyed "AS IS" generally by Quit Claim Deed, subject to all encumbrances of records and with no representations or warranties from the City. The Bidder hereby agrees and acknowledges that they shall be responsible for all closing costs.

By submitting this bid, I/we understand that the deposit will be returned if I/we are not the successful bidder. If I/we are the successful bidder, we will be notified by certified mail, and within thirty days thereafter will enter into a binding Purchase & Sale Agreement with the City of Bradenton, with a closing date within 90 days of execution and approval of the sales price by City Council. At closing, the remainder of the purchase price will be due in the form of a cashier's or certified check, payable to the City of Bradenton. My/our failure to remit the balance pursuant to the terms and conditions of the Purchase & Sale Agreement will result in a forfeiture of the deposit.

Signed: 

Date: 07/19/2024


DOMKA
THE FUTURE OF LIVING
DOMKA.US
INFO@DOMKA.US
302.217.6554

PROBLEM

61% of families can't afford **$150,000** housing

12+ month waiting time to get any ADU, Tiny Home, House

$1,900 / Month is the average rent in US with 1 year lease

7+ million affordable homes needed today



SOLUTION = DOMKA ADU

SELECT. Under $60,000 fully furnished DOMKA unit

PRE-ORDER: Get your DOMKA ADU in 3-6 Months

LIVE & RENT. Great for short or long term living and or rental

REPEAT. Create communities and help people







DOMKA UNITS



HOME

$58,000

430 sq. ft. Home. 2 bedrooms, full bathroom, kitchen, living room and fully furnished

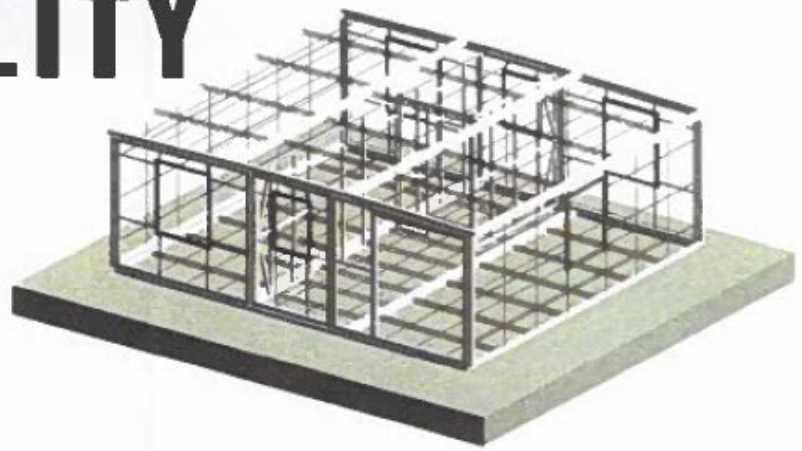


HOME PLUS

$60,000

430 sq. ft. Home. 2 bedrooms, full bathroom, bigger kitchen, 2 entry doors, living room and fully furnished

DOMKA = SUSTAINABILITY



Can sustain up to 150 mph wind



Metal frame contruction design

Water resistance

Energy efficent



Ashley & Vance ENGINEERING, INC

DOMKA = HOME

Bed

Smart TV

HVAC

Smart Lock*

Smart Home*

Microwave

Fridge

Stove

Sink

Dining Set

Shower

Washer*

Dryer*

Vanity

Toilet

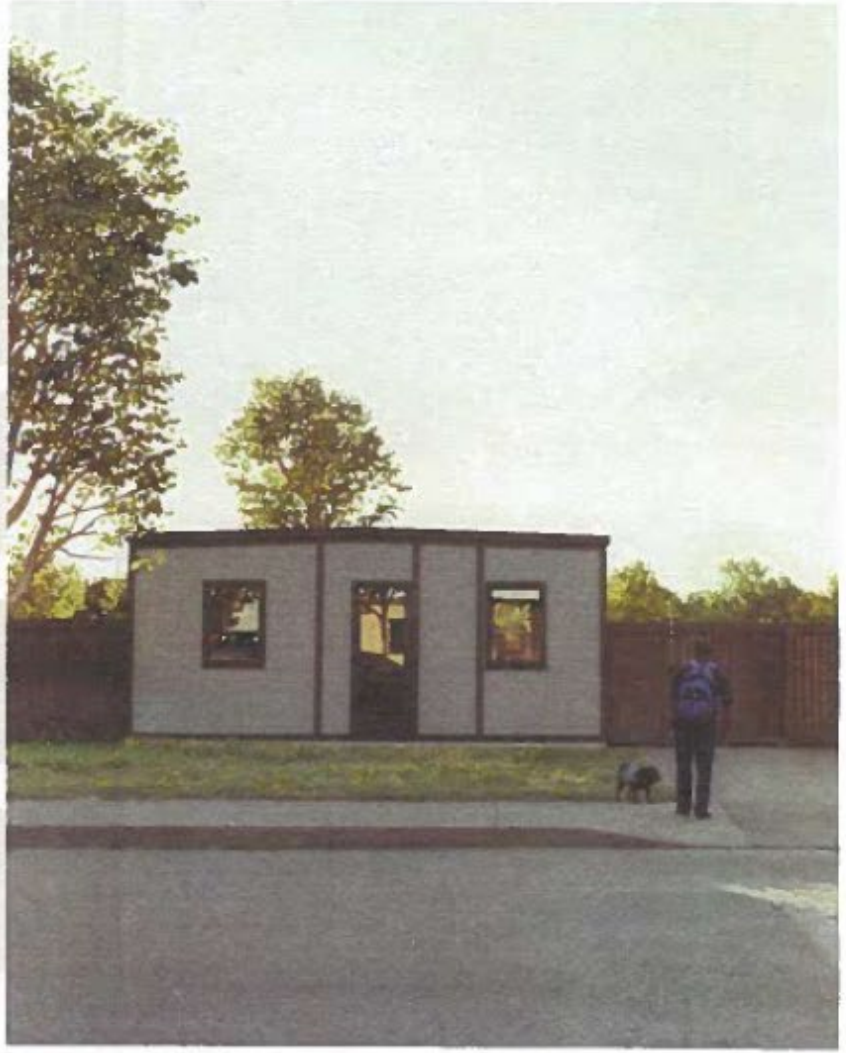
*Additional fees





DOMKA=ECO FRENDLY

- Easy plug and play installation
- Compact, efficient and solar ready
- Saves up to 7,000 kWh and 5,000 CO2 Annually / 1 unit
- Eco-friendly waste management saves up to 30% of water

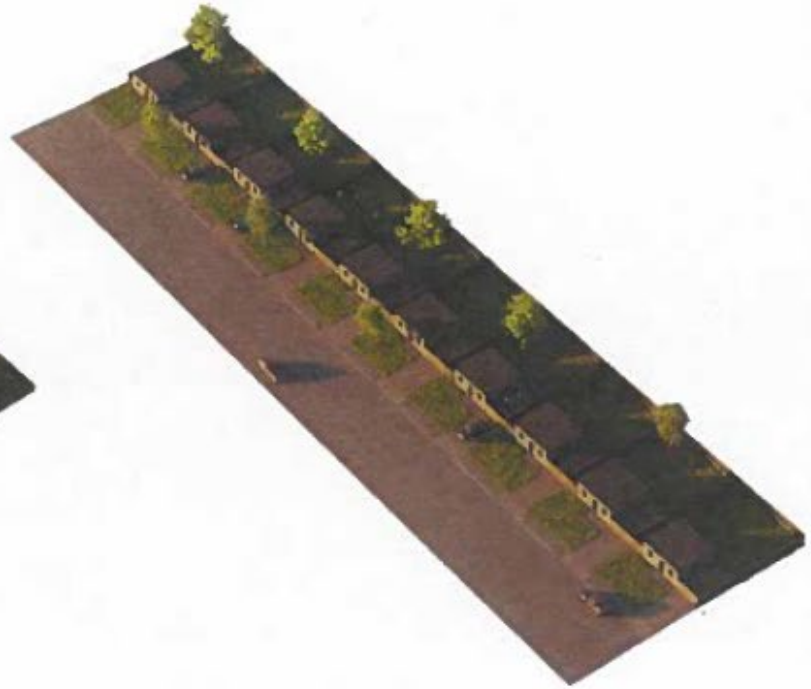


DOMKA COMMUNITY

1 ACRE OF LAND ACCOMMODATES 10 SINGLE-FAMILY DOMKA HOUSES



PLAN A



PLAN B



PLAN C

520 19TH STREET EAST

PARCEL ID# 1289200006- 1.000 ACRES MOL

VACANT

CITY OF BRADENTON





#17

LOCATED IN CENTRAL CRA

520 19TH ST E - BID RECEIVED FROM DOMKA, INC.

BID FORM
City of Bradenton Surplus Land

Address of the Property being bid on: 520 19th St E, Bradenton, FL 34208; 520 19th St E Bradenton, FL 342

Bidder Name: DOMKA, INC

Bidder Address: 4740 N CUMBERLAND AVE, UNIT 293, CHICAGO, IL 60656

Email: INFO@DOMKA.US Telephone No. 302-217-6554

Bid Amount: $20,000.00 Bid Deposit: $2,000.0

Proposed use of property:

Affordable housing project offering modern 2br 1ba tiny homes to Bradenton families.

Scope of Project and timeline for implementation:

Large tree removal and grading needed, new surveys shot to allocate 12-15 micro parcels, plans drafted and utiliti such as water/sewer/electricity to be pulled to each unit location, with concrete pads poured for each unit with anchors placed, access road paved and driveways paved, minor landscaping and delivery installation of 12-15 single family homes in 12 months from completion of infrastructure. We wish to offer these completed 2Br 1Ba single family homes with a yard to consumers at a price point of $150,000. Homebuyers can acquire financing fron less than $1,000/month to own, plus insurance and taxes/utilities.

Proposed Closing Date: 11/18/2024

Required:

- All bids require a 10% deposit in the form of a certified check or cashier's check, payable to the City of Bradenton.
- All bids require proof of funds if cash purchase or a Letter of credit from lender if financing is required. The City of Bradenton will not extend credit.

520 19TH ST E - BID RECEIVED FROM DOMKA, INC.

The property will be conveyed "AS IS" generally by Quit Claim Deed, subject to all encumbrances of records and with no representations or warranties from the City. The Bidder hereby agrees and acknowledges that they shall be responsible for all closing costs.

By submitting this bid, I/we understand that the deposit will be returned if I/we are not the successful bidder. If I/we are the successful bidder, we will be notified by certified mail, and within thirty days thereafter will enter into a binding Purchase & Sale Agreement with the City of Bradenton, with a closing date within 90 days of execution and approval of the sales price by City Council. At closing, the remainder of the purchase price will be due in the form of a cashier's or certified check, payable to the City of Bradenton. My/our failure to remit the balance pursuant to the terms and conditions of the Purchase & Sale Agreement will result in a forfeiture of the deposit.

Signed: 

Date: 08/20/2024

520 19TH ST E - BID RECEIVED FROM DOMKA, INC.

BID FORM
City of Bradenton Surplus Land

Address of the Property being bid on: 520 19th St E, Bradenton, FL 34208

Bidder Name: DOMKA, INC

Bidder Address: 4740 N CUMBERLAND AVE, UNIT 293, CHICAGO, IL 60656

Email: INFO@DOMKA.US Telephone No. 302-217-6554

Bid Amount: $15,000.00 Bid Deposit: $1,500.0

Proposed use of property:

Affordable housing project offering modern 2br 1ba tiny homes to Bradenton families.

Scope of Project and timeline for implementation:

Large tree removal and grading needed, new surveys shot to allocate 8-10 micro parcels, plans drafted and utilitie such as water/sewer/electricity to be pulled to each unit location, with concrete pads poured for each unit with anchors placed, access road paved and driveways paved, minor landscaping and delivery installation of 8-10 sing family homes in 12 months from completion of infrastructure. We wish to offer these completed 2Br 1Ba single family homes with a yard to consumers at a price point of $150,000. Homebuyers can acquire financing from less than $1,000/month to own, plus insurance and taxes/utilities.

Proposed Closing Date: 11/18/2024

Required:

- All bids require a 10% deposit in the form of a certified check or cashier's check, payable to the City of Bradenton.
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By submitting this bid, I/we understand that the deposit will be returned if I/we are not the successful bidder. If I/we are the successful bidder, we will be notified by certified mail, and within thirty days thereafter will enter into a binding Purchase & Sale Agreement with the City of Bradenton, with a closing date within 90 days of execution and approval of the sales price by City Council. At closing, the remainder of the purchase price will be due in the form of a cashier's or certified check, payable to the City of Bradenton. My/our failure to remit the balance pursuant to the terms and conditions of the Purchase & Sale Agreement will result in a forfeiture of the deposit.

Signed:  Date: 08/20/2024

CITY OF BRADENTON

From the office of Pam Skelding

MEMORANDUM

DATE: August 20, 2024

TO: Corey Fortin

FROM: Pam Skelding

SUBJECT: Affordable Housing Advisory Committee Comments
Domka Proposal for 102 17th Avenue West

At the end of the discussion, the committee felt that this project was not a good use of the property. They would like to see more units of affordable housing created.

The committee was concerned about the quality of the housing. They also commented on the creativity of the project. Other concerns were that 10 tiny homes do not provide a substantial amount of housing.

The comments also included concerns about the property being in a flood zone, how many housing projects DOMKA has been involved with and how long they have been in business.

If you have questions or need anything additional, please let me know.

Thank you.

AGENDA ITEM NO. 7.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) - PUBLIC HEARING

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Proposed Plan for the Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program.

SUGGESTED MOTION:
Motion to approve the proposed plan for the Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant.

ATTACHMENTS:
Proposed Plan for the JAG Formula Program

City of Bradenton

Proposed Plan for the Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program

Public Comment & Plan Availability Period:	September 20, 2024 - October 20, 2024
Posted to City's Webpage:	September 20, 2024
Governing Body Notified of Grant Opportunity:	September 17, 2024
Governing Body Consideration for Adoption:	October 9, 2024
Application Submission:	October 21, 2024

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Overview

City of Bradenton Proposed Use of Funds

- Program Narrative
- Budget Narrative and Budget
- Detail Budget
- Review Narrative

Public Advertisement as to Plan Availability for Public Comment

Appendix

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. Bureau of Justice Assistance (BJA) will award JAG Program funds to eligible local government units as described in this FY 2024 JAG Program Local Solicitation (BJA will issue a separate solicitation for states).

City of Bradenton Proposed Use of Funds

The City of Bradenton proposes to use its fiscal year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) formula program funds to purchase one (1) Forensic Data Extraction Software and eight (8) Rapid ID Fingerprint Units.

Program Narrative

The City of Bradenton is located along the west-central coast of Florida. The Bradenton Police Department has an authorized police force of 132 officers dedicated to serving a community of approximately 60,000 residents, with an average of more than 3 million visitors to the Bradenton area each year.

The Bradenton Police Department proposes using the FY 2024 Local Edward Byrne Memorial Justice Assistance Grant funds to purchase (1) forensic data extraction software license and eight (8) Rapid-ID systems.

The Bradenton Police Department continues confronting crime and violence within the city. Purchasing and deploying new technologies will greatly enhance our ability to conduct thorough investigations. To strengthen our investigative capacity and improve our ability to solve complex digital crimes, we are applying for Byrne JAG funding to purchase specialized software that enables the extraction and recovery of deleted data from computers and mobile devices.

In today's digital age, criminals increasingly rely on sophisticated methods to conceal their activities, including intentionally deleting incriminating information. This advanced software will allow us to retrieve vital evidence that would otherwise remain hidden, significantly enhancing our ability to investigate cases involving fraud, cybercrimes, human trafficking, drug-related offenses, and other serious criminal activities. This tool will be invaluable in bringing justice to victims and holding offenders accountable.

As part of our ongoing efforts to enhance public safety and streamline law enforcement operations, we also seek Byrne JAG funding to purchase eight (8) Rapid ID fingerprint units. These devices will allow our officers to quickly and accurately identify individuals in the field by scanning fingerprints and cross-referencing them with local, state, and national databases.

The ability to instantly verify a person's identity is crucial during routine traffic stops, arrests, and investigations, particularly when dealing with individuals who lack proper identification or attempt to provide false information. By using Rapid ID technology, our agency will be able to improve

the efficiency of our operations, enabling officers to make informed decisions faster and more effectively while in the field.

The need for these devices is especially critical in high-crime areas where swift identification can prevent escalating situations and assist in apprehending individuals with outstanding warrants or criminal backgrounds. Rapid ID units will also enhance officer safety by providing real-time information, ensuring they are fully aware of the risks posed by individuals they encounter.

Furthermore, these units can expedite the identification process for individuals who may be victims of human trafficking, missing persons, or those in need of urgent assistance. By equipping our officers with these advanced fingerprint identification units, we will be better positioned to serve our community, improve response times, and increase the overall effectiveness of our law enforcement efforts.

Florida and the City of Bradenton have seen the population grow, and the department must possess the necessary resources to leverage emerging technology to direct such resources efficiently and effectively. The equipment listed in this proposal is essential to enhance the ability to identify deleted digital evidence and lead to successful prosecutions. Additionally, this technology will allow officers to quickly identify individuals in the field who may not possess identification or are attempting to conceal themselves from law enforcement.

This technology will augment our ability to conduct criminal investigations and positively identify individuals they encounter. The Bradenton Police Department will continue to work collaboratively with our community partners to strengthen community policing, reduce the fear and incidence of crime, and develop safe communities for our residents. The purchase and implementation of the forensic data extraction software and Rapid ID units will afford the police department the ability to analyze and recover hidden or deleted data, provide evidence for prosecution, identify individuals in the field, and expand our ability to locate wanted persons.

This grant proposal aims to meet the JAG requirements by providing equipment to enhance law enforcement programs and aid in the successful prosecution of criminals. After the program, data will be summarized, compared, and reported as required by the Department of Justice. The Bradenton Police Department is confident that we can fulfill this proposal as we seek to reduce crime and raise the quality of life for our stakeholders.

Budget Narrative and Budget

Equipment

1. Forensic Data Extraction Software

We seek Byrne JAG funding to acquire forensic data extraction software critical to modern investigative processes. With the rapid evolution of digital technology, law enforcement agencies are increasingly encountering devices and systems that store vast amounts of data, including computers, smartphones, tablets, and other digital storage mediums. This software will allow our forensic investigators to efficiently extract, recover, and analyze data from various devices. The ability to access even deleted, encrypted, or hidden data is essential for uncovering evidence in cases involving cybercrime, fraud, drug trafficking, human trafficking, and other serious offenses. As many of these crimes now have a digital component, this tool will significantly enhance our department's ability to pursue comprehensive investigations and bring offenders to justice.

The forensic data extraction software we aim to purchase will be instrumental in maintaining the integrity of digital evidence throughout the investigative process. It allows for the recovery of critical data, even if an attempt has been made to delete or conceal it. This is especially important in cases where evidence is intentionally removed or altered to hinder investigations. With this technology, our forensic team will be able to recover emails, messages, call logs, location data, images, and other forms of digital evidence that are pivotal in building strong cases. Additionally, the software will provide advanced reporting features that enable investigators to present clear and concise evidence in court, strengthening the legal process and improving conviction rates.

Beyond enhancing our investigative capacity, this software will reduce our dependency on external forensic service providers, often resulting in delays and increased costs. By bringing this capability in-house, we can process evidence more efficiently, ensuring that investigations are not stalled due to bottlenecks in forensic data analysis. This will improve case turnaround times, allowing us to act swiftly on time-sensitive matters such as locating missing persons or preventing further criminal activity. The software will be a vital asset in both high-profile investigations and day-to-day policing activities, empowering our department with the tools needed to meet the growing challenges posed by digital crime.

The cost of the Forensic data extraction software is **$9,495**

2. Handheld Rapid ID Fingerprint Devices

Additionally, we seek Byrne JAG funding to acquire eight Rapid ID fingerprint units to significantly enhance our department's ability to quickly and accurately identify individuals in the field. These portable devices allow officers to capture fingerprints and instantly compare them against local, state, and national databases, providing real-time identity verification. When individuals lack proper identification or provide false information, Rapid ID units can quickly confirm or refute their identity, enabling officers to make faster, more informed decisions. This technology will be invaluable in streamlining the identification process during traffic stops, arrests,

and investigations, improving overall operational efficiency, and reducing the need for time-consuming trips to booking stations.

Rapid ID units are critical for our department's work in high-crime areas where quick identification can prevent dangerous situations from escalating. The ability to verify a person's criminal history or outstanding warrants on the spot greatly enhances officer safety by alerting them to potential threats in real time. These devices can also help identify individuals involved in human trafficking or other crimes where victims may not have traditional forms of identification. Additionally, by providing accurate and immediate identification, Rapid ID units can reduce the likelihood of detaining innocent individuals, ensuring that officers focus their resources on those who pose a genuine threat to public safety.

Moreover, implementing these Rapid ID fingerprint units will improve our department's overall effectiveness and enhance public trust. The community will benefit from a more responsive and accountable law enforcement presence by reducing response times and ensuring the swift apprehension of individuals involved in criminal activity. In addition, these units will contribute to more efficient case processing by ensuring accurate identification from the outset of an investigation. This advanced technology aligns with our department's goals of leveraging cutting-edge tools to improve policing and promote safer communities. Investing in these Rapid ID units empowers our officers with the tools they need to operate more effectively and protect their community.

The cost of the eight (8) Rapid ID fingerprint devices is **$15,446**

Total JAG Fiscal Year 2024 Equipment Costs **$24,941.00**.

Detail Budget

Total JAG Allotment	$24,941.00
Equipment	
- Forensic data extraction software	$ 9,495.00
- Rapid ID fingerprint devices (8)	$15,446.00
Total Equipment Cost	$24,941.00
Leveraged Funds	$0
Total Fiscal Year 2024 JAG Budget	**$24,941.00**

REVIEW NARRATIVE

The proposed plan was provided to the governing body for review on September 17, 2024, and will be considered by the City Council on October 9, 2024. The application will be submitted to the Department of Justice on October 21, 2024. Public comment will be allowed during the public hearing considering the plan adoption on October 9, 2024, during a regularly scheduled City Council meeting. The plan will be available for public review and comment 30 days before submission, beginning on September 20, 2024.

The following timeline will be followed during this application process:

Public Notice Advertisement:	September 20, 2024
Public Comment & Plan Availability Period:	September 20, 2024 to October 20, 2024
Posted to City's Webpage:	September 20, 2024
Governing Body Notified of Grant Opportunity	September 17, 2024
Governing Body Consideration for Adoption:	October 9, 2024
Application Submission:	October 21, 2024

The proposed plan will be available to the public on the City's webpage, www.cityofbradenton.com, as well as at City Hall and the Bradenton Police Department.

Public comment will also be allowed during the public hearing considering the plan adoption on October 9, 2024, during a regularly scheduled City Council meeting. Any comments will be forwarded to the DOJ for review.

City of Bradenton

ADVERTISEMENT NOTICE OF FUNDING AVAILABILITY & NOTICE OF CITIZEN COMMENT PERIOD

The City of Bradenton has received notice from the U.S. Department of Justice of its proposed allocation of the $24,941 Justice Assistance Grant (JAG) Program (A maximum of 10% of the funds may be used for planning and administration).

The City's proposed plan identifying how it intends to use these funds will be available for public review at the following locations:

City of Bradenton webpage - www.cityofbradenton.com
City of Bradenton - 101 Old Main Street, Bradenton, FL 34205
Bradenton Police Department - 100 10th Street West, Bradenton, FL 34205
Bradenton Police Department webpage – www.bradentonpd.com

Citizen comments will be received from **September 20, 2024, through the close of business day, October 20, 2024**. The City Council will conduct a public hearing and consider adopting the recommended application during the **October 9, 2024**, City Council meeting commencing at 8:30 AM. All comments received during the citizen input period will be forwarded with the grant application submittal to the Department of Justice.

City of Bradenton
C/O Jeremy S. Giddens
2024 Justice Assistance Program
100 10th St West
Bradenton, Florida 34205

For more information, please contact Jeremy Giddens at 941-932-9300.

APPENDIX

Budget Detail Summary

Equipment Request:	Federal: $24,941	Non-Federal: $0	Total: $24,941
Total Direct Costs:	Federal: $24,941	Non-Federal: $0	Total: $24,941
Total Project Costs:	Federal: $24,941	Non-Federal: $0	Total: $24,941

Total Federal Request: $24,941

AGENDA ITEM NO. 7.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4050 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 2.0 ADMINISTRATION AND PROCEDURES, AMENDING SECTION 2.1.3.1 "COMPOSITION AND TERMS OF TLPB MEMBERS" AND 2.1.3.3 "FUNCTIONS, POWERS, AND DUTIES."; AMENDING CHAPTER 4.0 GENERAL REGULATIONS 4.1.3.5 "SIDEWALKS"; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for December 18, 2024.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Tree and Land Preservation Board has provided recommendations for updating the City of Bradenton Land Development Code. Specifically, the code sections that regulate the composition of the Tree and Land Preservation Board

(Chapter 2) and the planting of trees in City rights-of-way (Chapter 4).

Planning Commission heard the case at the August 21, 2024, meeting. The Planning Commission voted to recommend approval of the proposed changes. Additionally, the Planning Commission voted to instruct the City Attorney to craft an additional amendment to 2.1.3.3.b, removing the power of the Tree and Land Preservation Board to delay the removal of a tree for up to 180 days.

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 public hearing are scheduled for December 18, 2024.

ATTACHMENTS:
Ordinance 4050
Zoning Text Amendment Application
Staff Report

ORDINANCE NO. 4050

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 2.0 ADMINISTRATION AND PROCEDURES, AMENDING SECTION 2.1.3.1 "COMPOSITION AND TERMS OF TLPB MEMBERS" TO MODIFY QUORUM REQUIREMENTS AND SECTION 2.1.3.3 "FUNCTIONS, POWERS, AND DUTIES." TO AMEND THE FUNCTIONS AND DUTIES OF THE TREE AND LAND PRESERVATION BOARD; AMENDING CHAPTER 4.0 GENERAL REGULATIONS SECTION 4.1.3.5 "SIDEWALKS" TO MODIFY RIGHT-OF-WAY LANDSCAPING REQUIREMENTS AND ADD A TREE SPECIES MATRIX; 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 the composition of the Tree and Land Preservation Board; and

WHEREAS, the City wishes to amend the Land Use Regulations to modify the functions, powers, and duties of the Tree and Land Preservation Board; and

WHEREAS, the City wishes to amend the Land Use Regulations to modify right-of-way landscaping requirements and add a tree species matrix; 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 2.0, Section 2.1.3 of the Land Use Regulations is hereby amended to read as follows (underline indicates additions):

2.1.3 *Tree and land preservation board.* The city recognizes that a green and well-landscaped environment is important and healthy to its citizens and business community, and prospective residents and visitors. The purpose of the tree and land preservation board (TLPB) is to promote awareness of the city-wide tree canopy and tree education programs, and open space and parklands preservation initiatives. The TLPB may also, when determined by the PCD, advise owners of buildings, land, and other properties that may impact the city's tree canopy and open spaces, and other lands concerning

the treatment of the natural, visual characteristics and value of such properties. The TLPB works closely with city departments, various civic and private groups, individuals, and outside agencies and organizations.

2.1.3.1 *Composition and terms of TLPB members.* The TLPB shall consist of not less than 3 and not greater than 11 members appointed by the mayor and confirmed by city council for terms of three years. The professional members do not have to be residents of the city. The PCD director or his or her designee shall serve as staff to the TLPB board, and shall bring forth items to the board for consideration as outlined in section 2.1.3.3. Any member may be removed upon the recommendation of the mayor and a majority vote by city council. A simple majority of the members then-appointed shall constitute a quorum. Members ~~shall~~ should be a diverse mix, representative of the community, in the following or similar professions: ~~appointed as follows:~~

- ~~Two~~ Florida-registered landscape architects;
- ~~One~~ Florida-certified arborists;
- ~~One~~ County agricultural extension office representative;
- ~~Two~~ Land use planners;
- ~~Two~~ Landscape nursery professionals;
- ~~One~~ Keep Manatee Beautiful members;
- Foresters
- Environmental professionals
- A maximum of ~~T~~three city residents interested in the TLPB's purpose;

~~• One alternate.~~

2.1.3.2 *Bylaws and procedures.* The TLPB shall adopt bylaws and procedures regarding the election and terms of officers, establishment, calling, conducting and recording of a regular schedule of public meetings. The bylaws and procedures shall be incorporated into the procedures manual maintained by the PCD director. The city council may make appropriations for salaries, fees and expenses necessary for conducting the work of the TLPB. The PCD director, at his/her discretion, may authorize expenditures by the TLPB, of less than $10,000.00 when a detailed analysis has

been prepared by the TLPB, and funds are available in the city's tree program fund.

2.1.3.3 *Functions, powers, and duties.* The TLPB is authorized and empowered to undertake such actions as necessary to achieve its purpose, including the following:

a. Consider and make recommendations on items submitted to them by the PCD director, to the city council pertaining to the aesthetic programs and standards of the city including, but not limited to, the city's tree program (section 4.1.2), and parks and open space initiatives. The TLPB may, as determined by the PCD director, act on its own behalf in implementing related goals and objectives, as well as, consider and make recommendations regarding other matters as submitted by the city council and other city entities that make such requests.
b. Provide guidance to the PDC director, when requested, regarding tree removal permits involving grand or notable tree or trees.
c. Establish and implement programs of education, information or research toward advancing its purpose.
d. Prepare an annual ~~beautification strategy~~ strategic plan focusing on preservation and enhancement of the city's tree canopy, parks and open space, and other related programs. The ~~beautification strategy~~ strategic plan shall be submitted as a recommendation to city council for its approval. At a minimum, the ~~beautification strategy~~ strategic plan shall comply with the minimum standards associated with Tree City, USA membership, and other similar programs.
e. The TLPB shall review, as needed, the city's LURs for revisions which advance and strengthen its purpose. Such revisions shall require Staff review and be made as recommendations to the planning commission and city council for approval.
f. Organize and conduct ~~in January of each year~~ an Arbor Day celebration annually to educate the public on the importance of trees in our community and maintaining and enhancing the city's tree canopy.
g. Coordinate the city's memorial and notable tree programs by processing new applications, maintaining accurate records, and providing guidance with tree location, planting, and care processes.
h. In coordination with the city's grants and assistance division and approval by the city council, search and prepare proposals for financial and technical assistance grants and prepare proposals to obtain funds to finance initiatives to advance its purpose. When awarded such grants, it shall be the responsibility of the

TLPB to oversee their implementation through coordination with the PCD director.

i. Establish, with city council approval, an entity to accept and maintain donated or purchased lands which achieve its purpose.

Section 3. Chapter 4.0, Section 4.1.3.5 of the Land Use Regulations is hereby amended to read as follows (underline indicates additions). The Tree Matrix, attached hereto as Exhibit A, shall be incorporated into the Land Use Regulations as Schedule 4.1.3.5:

4.1.3.5 *Sidewalks*. Sidewalks shall be provided on at least one side of all local streets and minor collectors and both sides of arterials and major collectors. In the UC/UCBD and UV districts, sidewalks shall be provided on both sides of the street, regardless of the street classification. Sidewalks shall be concrete and shall be a minimum of four inches thick and five feet wide in residential areas, and eight feet wide in mixed-use and non-residential districts. ~~Except in the UC/UCDB district there shall be at minimum a three-foot-wide strip of landscaped area (as defined in section 4.1.4.4.b.) between the sidewalk and curb, in which a tree (as listed herein) shall be planted every 100 feet.~~ The Landscaped area between the sidewalk and curb shall be a minimum of three feet, where feasible, and maximized within the available right of way. A tree shall be planted within the landscaped area every 100 linear feet according to the following criteria:

Tree~~s shall be~~ species shall ~~limited to~~not include the following:

- ~~Black Olive~~
- ~~Dwarf magnolia;~~
- ~~Palms (with the exception of cabbage palms):~~
- ~~Crape myrtle.~~
- Brazilian Pepper, Carrotwood, Australian Pine, Chinese tallow, Melaleuca or any tree that meets the definition of 'Invasive' as determined by the Florida Invasive Species Council.

Tree species shall be chosen based on climate suitability and site constraints following the principle of 'Right Tree, Right Place'. See Tree Matrix Schedule 4.1.3.5 for suggested species and characteristics.

The director of public works may, at his/her discretion, prohibit planting under certain circumstances. Trees planted in the right of way must meet the following criteria:

a. A root barrier shall be placed around select trees within or near the right-of-way.
b. No tree shall be placed any closer than ten feet (five feet with a root barrier) to any

utility owned and operated by the City of Bradenton Public Works Department.

c. No trees shall be planted within utility easements.
d. No trees shall be planted under overhead utility lines.
e. Trees planted within medians shall not be paced as to hinder site [sight] visibility at intersections from any direction.
f. Trees planted in medians should be limited to height and diameter as to not cause damage to vehicles from the drip line.
g. Trees planted next to sidewalks shall be planted at a height as to not obstruct pedestrians use.
h. Trees shall not be planted in front of any signs.
i. All trees must be provided with an adequate watering system schedule until established.
j. In instances where tree planting is hindered by existing infrastructure or lack of adequate space, a modular suspended pavement system such as Silva-cells may be installed.

In PDPs where adequate provision for pedestrian circulation is provided, the requirements of this section may be modified by the approving body. Sidewalks shall be constructed as part of the street construction in subdivisions and PDPs unless phasing is specifically stipulated by city council. As part of the approval of a permit for a construction or alteration of structure or parking area, the PCD director may require the construction or reconstruction of sidewalks in order to fulfill the requirements of this section.

Section 4. 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 5. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all Ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 6. 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 9. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING: November 6, 2024
SECOND READING: December 18, 2024

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 18TH DAY OF DECEMBER, 2024.

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

By: _____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

Exhibit A

TREE TYPE / SIZE / FORM			TREE DENDROLOGY				TYPICAL CHARACTERISTICS				POWER LINE TREE? (Y/N)
Tree Type [1]	Tree Size [2]	FL Grades & Standards Tree Type-Form [3]	Common Name	Scientific Name	Plant Family	Florida Native	Mature Crown Spread	Mature Height	Species Rating [4,5]	Growth Rate [6]	
SHADE	SMALL	TYPE 1	Oriental Sweetgum	Liquidambar orientalis	Altingiaceae	NO	10' to 12'	15' to 20'	[5]	FAST	N
SHADE	MEDIUM	TYPE 1	American Hornbeam	Carpinus caroliniana	Betulaceae	YES	20' to 30'	20' to 30'	41-60%	SLOW	N
SHADE	MEDIUM	TYPE 1	Bluejack Oak	Quercus incana	Fagaceae	YES	25' to 35'	25' to 50'	[5]	MODERATE	N
SHADE	MEDIUM	TYPE 1	Florida Maple	Acer floridanum	Sapindaceae	YES	25' to 40'	20' to 40'	41-60%	MODERATE	N
SHADE	MEDIUM	TYPE 1	Myrtle oak	Quercus myrtifolia	Fagaceae	YES	35' to 40'	35' to 40'	81-100%	MODERATE	N
SHADE	MEDIUM	TYPE 1	Red Bay	Persea borbonia	Lauraceae	YES	30' to 50'	30' to 50'	21-40%	MODERATE	N
SHADE	MEDIUM	TYPE 1	Swamp Bay	Persea palustris	Lauraceae	YES	25' to 30'	25' to 35'	[5]	MODERATE	N
SHADE	MEDIUM	TYPE 1	Turkey Oak	Quercus laevis	Fagaceae	YES	25' to 30'	30' to 40'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	(American) Sycamore	Platanus occidentalis	Platanaceae	YES	50' to 70'	75' to 90'	41-60%	FAST	N
SHADE	LARGE	TYPE 1	American Elm	Ulmus americana	Ulmaceae	YES	50' to 70'	70' to 90'	81-100%	FAST	N
SHADE	LARGE	TYPE 1	Black Cherry	Prunus serotina	Rosaceae	YES	35' to 50'	60' to 90'	41-60%	FAST	N
SHADE	LARGE	TYPE 1	Black Gum/Tupelo	Nyssa sylvatica	Cornaceae	YES	25' to 35'	65' to 75'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Bluff Oak	Quercus austrina	Fagaceae	YES	35' to 50'	40' to 60'	61-80%	NOT AVAIL	N
SHADE	LARGE	TYPE 1	Camphor	Cinnamomum camphora	Lauraceae	NO	50' to 70'	40' to 50'	<21%	FAST	N
SHADE	LARGE	TYPE 1	Common Hackberry	Celtis occidentalis	Celtidaceae	YES	40' to 50'	45' to 80'	[5]	FAST	N
SHADE	LARGE	TYPE 1	Common Persimmon	Diospyros virginiana	Ebenaceae	YES	20' to 35'	40' to 60'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Durand Oak	Quercus durandii (sinuata)	Fagaceae	YES	40' to 60'	50' to 90'	61-80%	NOT AVAIL	N
SHADE	LARGE	TYPE 1	Green Ash	Fraxinus pennsylvanica	Oleaceae	YES	25' to 30'	30' to 45'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Laurel Oak	Quercus laurifolia	Fagaceae	YES	35' to 45'	60' to 70'	61-80%	FAST	N
SHADE	LARGE	TYPE 1	Pecan	Carya illinoensis	Juglandaceae	NO	50' to 70'	70' to 100'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Pignut Hickory	Carya glabra	Juglandaceae	YES	30' to 40'	50' to 65'	81-100%	MODERATE	N
SHADE	LARGE	TYPE 1	Pop Ash	Fraxinus caroliniana	Oleaceae	YES	40' to 60'	50' to 80'	[5]	FAST	N
SHADE	LARGE	TYPE 1	Pumpkin Ash	Fraxinus tomentosa (sp. "profunda")	Oleaceae	YES	45' to 50'	60' to 70'	61-80%	FAST	N
SHADE	LARGE	TYPE 1	Red Maple	Acer rubrum	Sapindaceae	YES	25' to 35'	60' to 75'	61-80%	FAST	N
SHADE	LARGE	TYPE 1	Sand Live Oak	Quercus geminata	Fagaceae	YES	45' to 60'	30' to 50'	81-100%	MODERATE	N
SHADE	LARGE	TYPE 1	Shumard's Oak	Quercus shumardii	Fagaceae	YES	40' to 50'	55' to 80'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Silver Maple	Acer saccharinum	Sapindaceae	YES	40' to 60'	60' to 80'	<21%	FAST	N
SHADE	LARGE	TYPE 1	Southern Live Oak	Quercus virginiana	Fagaceae	YES	60' to 120'	60' to 80'	81-100%	MODERATE	N
SHADE	LARGE	TYPE 1	Southern Red Oak	Quercus falcata	Fagaceae	YES	60' to 70'	60' to 80'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Strangler Fig	Ficus aurea	Moraceae	YES	50' to 70'	50' to 60'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Sugarberry	Celtis laevigata	Celtidaceae	YES	50' to 60'	50' to 70'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Swamp Chestnut Oak	Quercus michauxii	Fagaceae	YES	40' to 60'	60' to 80'	61-80%	NOT AVAIL	N
SHADE	LARGE	TYPE 1	Swamp Tupelo	Nyssa sylvatica var. biflora	Cornaceae	YES	65' to 70'	80' to 100'	61-80%	SLOW	N
SHADE	LARGE	TYPE 1	Sweetgum	Liquidambar styraciflua	Altingiaceae	YES	35' to 50'	60' to 75'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Water Hickory	Carya aquatica	Juglandaceae	YES	25' to 40'	60' to 70'	61-80%	SLOW	N
SHADE	LARGE	TYPE 1	Water Oak	Quercus nigra	Fagaceae	YES	60' to 70'	50' to 60'	41-60%	FAST	N
SHADE	LARGE	TYPE 1	Water Tupelo	Nyssa aquatica	Cornaceae	YES	25' to 35'	75' to 100'	61-80%	SLOW	N
SHADE	LARGE	TYPE 1	White Ash	Fraxinus americana	Oleaceae	YES	10' to 15'	35' to 60'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Willow Oak	Quercus phellos	Fagaceae	YES	40' to 50'	60' to 75'	<21%	FAST	N
CONIFEROUS	MEDIUM	TYPE 2	American Hophornbeam	Ostrya virginiana	Betulaceae	YES	15' to 25'	25' to 40'	<21%	SLOW	N
CONIFEROUS	MEDIUM	TYPE 2	Podocarpus (Yew Plum)	Podocarpus macrophyllus	Podocarpaceae	NO	20' to 25'	30' to 40'	81-100%	SLOW	N
CONIFEROUS	MEDIUM	TYPE 2	Red Cedar	Juniperus virginiana	Cupressaceae	YES	20' to 30'	30' to 45'	81-100%	FAST	N
CONIFEROUS	MEDIUM	TYPE 2	Sand Pine	Pinus clausa	Pinaceae	YES	15' to 25'	25' to 40'	41-60%	SLOW	N
CONIFEROUS	LARGE	TYPE 2	Baldcypress	Taxodium distichum	Cupressaceae	YES	25' to 35'	60' to 80'	81-100%	FAST	N
CONIFEROUS	LARGE	TYPE 2	Broadleaf Podocarpus	Podocarpus nagi	Podocarpaceae	NO	15' to 25'	30' to 50'	81-100%	MODERATE	N
CONIFEROUS	LARGE	TYPE 2	Chinese Juniper	Juniperus chinensis	Cupressaceae	NO	15' to 25'	40' to 50'	[5]	MODERATE	N
CONIFEROUS	LARGE	TYPE 2	Loblolly Pine	Pinus taeda	Pinaceae	YES	30' to 35'	50' to 80'	61-80%	FAST	N
CONIFEROUS	LARGE	TYPE 2	Loblolly-Bay	Gordonia lasianthus	Theaceae	YES	25' to 35'	50' to 75'	81-100%	MODERATE	N
CONIFEROUS	LARGE	TYPE 2	Longleaf Pine	Pinus palustris	Pinaceae	YES	30' to 40'	60' to 80'	61-80%	FAST	N
CONIFEROUS	LARGE	TYPE 2	Pondcypress	Taxodium ascendens	Cupressaceae	YES	10' to 15'	50' to 60'	81-100%	SLOW	N

CONIFEROUS	LARGE	TYPE 2	Slash Pine	Pinus elliottii var densa	Pinaceae	YES	35' to 50'	75' to 100'	61-80%	FAST	**N**
ORNAMENTAL	SMALL	TYPE 3	American Elder	Sambucus nigra (subsp. Canadensis)	Adoxaceae	YES	6' to 10'	8' to 12'	21-40%	MODERATE	**Y**
ORNAMENTAL	SMALL	TYPE 3	Blackhaw (Walter's Vibernum)	Viburnum obovatum	Caprifoliaceae	YES	6' to 10'	8' to 25'	61-80%	MODERATE	**N**
ORNAMENTAL	SMALL	TYPE 3	Burford Holly (Chinese Holly)	Ilex cornuta 'Burfordii'	Aquifoliaceae	NO	15' to 25'	15' to 25'	81-100%	MODERATE	**Y**

TREE TYPE / SIZE / FORM			TREE DENDROLOGY				TYPICAL CHARACTERISTICS				
Tree Type [1]	Tree Size [2]	FL Grades & Standards Tree Type-Form [3]	Common Name	Scientific Name	Plant Family	Florida Native	Mature Crown Spread	Mature Height	Species Rating [4,5]	Growth Rate [6]	POWER LINE TREE? (Y/N)
ORNAMENTAL	SMALL	TYPE 3	Chickasaw Plum	Prunus angustifolia	Rosaceae	YES	15' to 20'	12 to 20'	61-80%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Chinese Fringetree	Chionanthus retusus	Oleaceae	NO	10' to 15'	15' to 20'	41-60%	SLOW	N
ORNAMENTAL	SMALL	TYPE 3	Crapemyrtle	Lagerstroemia indica	Lythraceae	NO	15' to 25'	10' to 30'	81-100%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Devilwood	Osmanthus americanus	Oleaceae	YES	10' to 15'	15' to 25'	[5]	MODERATE	N
ORNAMENTAL	SMALL	TYPE 3	Flatwoods Plum	Prunus umbellata	Rosaceae	YES	12' to 20'	12' to 20'	41-60%	MODERATE	N
ORNAMENTAL	SMALL	TYPE 3	Florida Privet	Forestiera segregata	Oleaceae	YES	5 to 10'	10' to 15'	61-80%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Fringetree	Chionanthus virginicus	Oleaceae	YES	10' to 15'	12 to 20'	41-60%	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Jerusalem-Thorn	Parkinsonia aculeata	Fabaceae	NO	20' to 25'	15' to 20'	41-60%	FAST	N
ORNAMENTAL	SMALL	TYPE 3	Lemon Bottlebrush	Callistemon citrinus	Myrtaceae	NO	10' to 15'	10' to 15'	[5]	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Ligustrum (Japanese Privet)	Ligustrum japonicum	Oleaceae	NO	15' to 25'	8' to 12'	81-100%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Loquat	Eriobotrya japonica	Rosaceae	NO	20'	25'	61-80%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Possumhaw	Ilex decidua	Aquifoliaceae	YES	10' to 15'	10' to 15'	[5]	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Purple Tabebuia	Tabebuia impetiginosa	Bignoniaceae	NO	10' to 15'	12' to 18'	[5]	SLOW	N
ORNAMENTAL	SMALL	TYPE 3	Red Buckeye	Aesculus pavia	Sapindaceae	YES	15' to 25'	15' to 20'	21-40%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Southern Wax Myrtle	Myrica cerifera	Myricaceae	YES	20' to 25'	15' to 25'	[5]	FAST	Y
ORNAMENTAL	SMALL	TYPE 3	Starburst	Clerodendrum Quadriloculare	Lamiaceae	NO	10'	15'	[5]	FAST	Y
ORNAMENTAL	SMALL	TYPE 3	Swamp ("Stiff") Dogwood	Cornus foemina	Cornaceae	YES	10' to 15'	10' to 25'	[5]	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Sweet Acacia	Acacia farnesiana	Fabaceae	YES	15' to 25'	15' to 25'	41-60%	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Upright Bottlebrush	Callistemon rigidus	Myrtaceae	NO	8' to 12'	8' to 12'	41-60%	FAST	Y
ORNAMENTAL	SMALL	TYPE 3	Weeping Bottlebrush	Callistemon viminalis [7]	Myrtaceae	NO	15' to 20'	15' to 20'	41-60%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	White Geiger (Wild Olive)	Cordia boissieri	Boraginaceae	NO	10' to 15'	15' to 20'	41-60%	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Yaupon Holly	Ilex vomitoria	Aquifoliaceae	YES	15' to 20'	15' to 20'	81-100%	MODERATE	Y
ORNAMENTAL	MEDIUM	TYPE 3	'Nellie R. Stevens' Holly	Ilex x 'Nellie R. Stevens'	Aquifoliaceae	YES	10' to 15'	20' to 30'	81-100%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Black Mangrove	Avicennia germinans	Avicenniaceae	YES	NOT AVAIL	20' to 40'	41-60%	NOT AVAIL	N
ORNAMENTAL	MEDIUM	TYPE 3	Coastal Plain Willow	Salix caroliniana	Salicaceae	YES	25' to 35'	25' to 35'	61-80%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 2	Dahoon Holly	Ilex cassine	Aquifoliaceae	YES	8' to 12'	20' to 30'	61-80%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 2	'East Palatka' Holly	Ilex x attenuata	Aquifoliaceae	YES	10' to 15'	30' to 45'	21-40%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 2	Eastern Redbud	Cercis canadensis	Fabaceae	YES	15' to 25'	20' to 30'	21-40%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 3	Flowering Dogwood	Cornus florida	Cornaceae	YES	25' to 30'	20' to 30'	21-40%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Golden Trumpet Tree	Tabebuia chrysotricha	Bignoniaceae	NO	25' to 35'	25' to 35'	41-60%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 1	Jacaranda	Jacaranda mimosifolia	Fabaceae	NO	45' to 60'	25' to 40'	41-60%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 3	Red Mangrove	Rhizophora mangle	Rhizophoraceae	YES	15' to 25'	15' to 25'	81-100%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Seagrape	Coccoloba uvifera	Polygonaceae	YES	20' to 30'	25' to 30'	61-80%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Simpson Stopper	Myrcianthes fragrans	Myrtaceae	YES	15' to 20'	15' to 20'	81-100%	SLOW	N
ORNAMENTAL	MEDIUM	TYPE 3	Witch-Hazel	Hamamelis virginiana	Hamamelidaceae	YES	15' to 25'	20' to 30'	[5]	SLOW	N
ORNAMENTAL	LARGE	TYPE 2	American Holly	Ilex opaca	Aquifoliaceae	YES	15' to 25'	35' to 50'	61-80%	SLOW	N
ORNAMENTAL	LARGE	TYPE 1	'Bosque' Chinese Elm	Ulmus parvifolia	Ulmaceae	NO	35' to 50'	35' to 45'	41-60%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	'Drake' Chinese Elm	Ulmus parvifolia 'Drake'	Ulmaceae	NO	35' to 50'	35' to 45'	41-60%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 2	Japanese Blueberry	Eleocarpus decipiens	Caprifoliaceae	NO	20' to 40'	40' to 60'	81-100%	SLOW	N
ORNAMENTAL	LARGE	TYPE 2	Olive	Olea europaea	Oleaceae	NO	35' to 50'	25' to 50'	61-80%	SLOW	N
ORNAMENTAL	LARGE	TYPE 2	Red Mulberry	Morus rubra	Moraceae	YES	35' to 50'	50' to 75'	41-60%	FAST	N
ORNAMENTAL	LARGE	TYPE 1	Southern Magnolia	Magnolia grandiflora	Magnoliaceae	YES	30' to 40'	60' to 80'	61-80%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	Sweetbay Magnolia	Magnolia virginiana	Magnoliaceae	YES	15' to 25'	40' to 50'	61-80%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	White Mangrove	Laguncularia racemosa	Combretaceae	YES	30' to 40'	30' to 50'	81-100%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	Winged Elm	Ulmus alata	Ulmaceae	YES	30' to 40'	45' to 70'	61-80%	FAST	N
PALM	SMALL	PALM	Chinese Windmill Palm	Trachycarpus fortunei	Arecaceae	NO	6' to 10'	10' to 20'	61-80%	SLOW	Y
PALM	SMALL	PALM	Cliff Date Palm	Phoenix rupicola	Arecaceae	NO	20'	25'	[5]	FAST	Y
PALM	SMALL	PALM	European Fan Palm	Chamaerops humilis	Arecaceae	NO	20'	15'	81-100%	SLOW	Y
PALM	SMALL	PALM	Pindo Palm	Butia capitata	Arecaceae	NO	10' to 15'	15' to 25'	61-80%	SLOW	Y
PALM	SMALL	PALM	Pygmy Date Palm	Phoenix roebellenii	Arecaceae	NO	7'	12'	61-80%	SLOW	Y
PALM	MEDIUM	PALM	Paurotis Palm	Acoelorraphe wrightii	Arecaceae	YES	12'	30'	61-80%	SLOW	N
PALM	MEDIUM	PALM	Puerto Rican Hat Palm	Sabal causarium	Arecaceae	NO	15'	45'	[5]	SLOW	N
PALM	MEDIUM	PALM	Senegal Date Palm	Phoenix reclinata [7]	Arecaceae	NO	40' to 50'	30' to 35'	61-80%	MODERATE	N
PALM	MEDIUM	PALM	Wild Date Palm	Phoenix sylvestris	Arecaceae	NO	20'	40'	81-100%	FAST	N

TREE TYPE / SIZE / FORM			TREE DENDROLOGY				TYPICAL CHARACTERISTICS				POWER LINE TREE? (Y/N)
Tree Type [1]	Tree Size [2]	FL Grades & Standards Tree Type-Form [3]	Common Name	Scientific Name	Plant Family	Florida Native	Mature Crown Spread	Mature Height	Species Rating [4,5]	Growth Rate [6]	
PALM	LARGE	PALM	Bismarck Palm	Bismarkia nobilis	Arecaceae	NO	12' to 16'	30' to 60'	[5]	SLOW	**N**
PALM	LARGE	PALM	Cabbage Palm	Sabal palmetto	Arecaceae	YES	10' to 15'	40' to 50'	81-100%	SLOW	**N**
PALM	LARGE	PALM	Canary Island Date Palm	Phoenix canariensis	Arecaceae	NO	20' to 25'	40' to 60'	81-100%	SLOW	**N**
PALM	LARGE	PALM	Chinese Fan Palm	Livistona chinensis	Arecaceae	NO	10' to 12'	30' to 50'	81-100%	MODERATE	**N**
PALM	LARGE	PALM	Date Palm	Phoenix dactylifera	Arecaceae	NO	12 to 15'	50' to 80'	81-100%	MODERATE	**N**
PALM	LARGE	PALM	Ribbon Fan Palm	Livistona decora (deciphens)	Arecaceae	NO	15'	30'	81-100%	SLOW	**N**
PALM	LARGE	PALM	Washington (Mexican Fan) Palm	Washingtonia robusta [7]	Arecaceae	NO	10' to 15'	60' to 90'	61-80%	FAST	**N**

Notes:

[1] Typology: Shade; Coniferous; Ornamental; Palm

[2] Small [0-20' avg height]; Medium [20-40' avg height]; Large [40' or higher avg height]. Average ["avg"] height dimension is at time of full growth/maturity.

[3] Source: FL Dept of Agricultural & Consumer Services, Florida Grades and Standards for Nursery Plants 2015.

[4] Source: Tree Species Ratings for Florida, January 2016, International Society of Arboriculture, FL Chapter. Rating % assigned to a specific tree upon evaluation and determination of its existing condition. Refer to sec. 27-285.4.1 for Rating % and tree condition equivalency factors. The higher the Rating % = the higher suitability in Tampa's urban environment (assuming proper placement & general maintenance).

[5] Species Rating not available from Florida ISA. Use Condition Rating factor as Species Rating factor in Mitigation calculation for grand trees.

[6] Growth Rate: refers to the vertical increase in growth. Slow: ≤ 12" per year; Moderate: 13"-24" per year; Fast: ≥ 25" per year. (Source: Dirr, M., Manual of Woody Landscape Plants, pub. Jan. 1990)

[7] Species listed as Category II on the 2017 Florida Exotic Pest Plant Council List of Exotic Species. Specie may be planted and/or retained, but no credit shall be factored into mitigation formula. See also sec. 27-284.1.2(2).

Reference : "Y" means "Yes," "N" means "No," "NOT AVAIL" means "not available at time of adoption of this document."

Zoning Text Amendment Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

RECEIVED
By Jamie Schindewolf at 2:51 pm, Jul 08, 2024

CONTACT INFORMATION — REQUIRED

Name of Applicant: City of Bradenton Tree and Land Preservation Board

Applicant Address: 101 Old Main Street, Bradenton FL, 34205

Applicant Telephone: 941-932-9426 (staff liaison)

Applicant Email: jamie.schindewolf@BradentonFL.gov (staff liaison)

REQUIRED

Indicate Zoning Ordinance Being Amended: Land Use Regulations Form-Based Code

MATERIALS FOR REVIEW — REQUIRED

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- ► Text Amendment Application
- ► Application Fee : $5,520 ($4,000 if advertised concurrently with a FLUM Amendment)
- ► Letter of Request
- ► Proposed Text Changes in Strikethrough and Underline Format (provide One (1) electronic copy of text changes in Word .doc format
- ► Include one (1) electronic copy (pdf) of Application and all support materials.

SIGNATURE — REQUIRED

The applicant agrees to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Jamie Schindewolf
Signature of Applicant

7/8/2024
Date

CITY STAFF ONLY — CITY STAFF ONLY

Application Fees:
Fee Required: **$5,520**
Fee Required: **$4,000** if submitted with FLUM Amendment

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☒
Incomplete: ☐ _____

APPLICATION #: 24.2761

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

2nd CC READ: _____

1st CC READ: _____

PC REVIEW: _____

DRC: _____

City of Bradenton
Planning and Community Development Department
Planning Commission
August 21, 2024

LU.24.1672 Staff Report

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 2.0 ADMINISTRATION AND PROCEDURES, AMENDING SECTION 2.1.3.1 "COMPOSITION AND TERMS OF TLPB MEMBERS" AND 2.1.3.3 "FUNCTIONS, POWERS, AND DUTIES."; AMENDING CHAPTER 4.0 GENERAL REGULATIONS 4.1.3.5 "SIDEWALKS"; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Tree and Land Preservation Board (TLPB) has provided recommendations for updating the City of Bradenton Land Development code. Specifically, the code sections regulate the composition of the Tree and Land Preservation Board (Chapter 2) and the planting of trees in City rights of way (Chapter 4).

The changes to Section 2.1.3 were approved for recommendation to City Council at the November 2023 meeting. The Board has experienced some challenges with gathering a quorum for monthly meetings. The strict board composition requirements in Section 2.1.3 makes it difficult to find volunteers to serve, and the list leaves out some relevant professions. The Board is suggesting removing most of the numbers for each type of individual but keeping a cap of three on interested city residents.

The Section 4.1.3 changes were voted on and approved for recommendation to City Council at the June 2024 Tree and Land Preservation Board meeting. These changes were suggested as a way to expand the currently allowed tree species in City right of ways, bringing the code up to date with a more modern understanding of appropriate tree plantings (known as "Right Tree Right Place").

A version of the relevant code sections in strikethrough underline format can be found on the following pages.

Planning Commission heard the case at the August 21, 2024 meeting. The Planning Commission voted to recommend approval of the proposed changes. Additionally, the Planning Commission voted to instruct the City Attorney to craft an additional amendment to 2.1.3.3.b, removing the power of the Tree and Land Preservation Board to delay the removal of a tree for up to 180 days. The City Attorney suggested language can be found attached to the proposed Ordinance.

2.1.3 *Tree and land preservation board.* The city recognizes that a green and well-landscaped environment is important and healthy to its citizens and business community, and prospective residents and visitors. The purpose of the tree and land preservation board (TLPB) is to promote awareness of the city-wide tree canopy and tree education programs, and open space and parklands preservation initiatives. The TLPB may also, when determined by the PCD, advise owners of buildings, land, and other properties that may impact the city's tree canopy and open spaces, and other lands concerning the treatment of the natural, visual characteristics and value of such properties. The TLPB works closely with city departments, various civic and private groups, individuals, and outside agencies and organizations.

~~2.1.3.1~~ *Composition and terms of TLPB members.* The TLPB shall consist of up to 11 members appointed by the mayor and confirmed by city council for terms of three years. The professional members do not have to be residents of the city. The PCD director or his or her designee shall serve as staff to the TLPB board, and shall bring forth items to the board for consideration as outlined in section 2.1.3.3. Any member may be recommended for removal by the mayor and a majority vote by city council. A simple majority of appointed members, or ~~F~~five members being present shall constitute a quorum. Members ~~shall~~ should be a diverse mix, representative of the community, in the following or similar professions: ~~appointed as follows:~~

- ~~Two~~ Florida-registered landscape architects;
- ~~One~~ Florida-certified arborists;
- ~~One~~ county agricultural extension office representative;
- ~~One~~ Land use planners;
- ~~Two~~ Landscape nursery professionals;
- ~~One~~ Keep Manatee Beautiful members;
- Foresters
- Environmental professionals
- A maximum of ~~T~~three city residents interested in the TLPB's purpose; ~~and~~
- ~~One alternate.~~

2.1.3.2 *Bylaws and procedures.* The TLPB shall adopt bylaws and procedures regarding the election and terms of officers, establishment, calling, conducting and recording of a regular schedule of public meetings. The bylaws and procedures shall be incorporated into the procedures manual maintained by the PCD director. The city council may make appropriations for salaries, fees and expenses necessary for conducting the work of the TLPB. The PCD director, at his/her discretion, may authorize expenditures by the TLPB, of less than $10,000.00 when a detailed analysis has been prepared by the TLPB, and funds are available in the city's tree program fund.

2.1.3.3 *Functions, powers, and duties.* The TLPB is authorized and empowered to undertake such

actions as necessary to achieve its purpose, including the following:

a. Consider and make recommendations on items submitted to them by the PCD director, to the city council pertaining to the aesthetic programs and standards of the city including, but not limited to, the city's tree program (section 4.1.2), and parks and open space initiatives. The TLPB may, as determined by the PCD director, act on its own behalf in implementing related goals and objectives, as well as, consider and make recommendations regarding other matters as submitted by the city council and other city entities that make such requests.

b. Delay removal of a grand or notable tree or trees, or other remarkable tree as recommended by the PCD director, for a period of up to 180 days for the purpose of negotiations between the TLPB and property owner(s) in an effort to find a means of preserving the tree(s).

c. Establish and implement programs of education, information or research toward advancing its purpose.

d. Prepare an annual ~~beautification strategy~~ strategic plan focusing on preservation and enhancement of the city's tree canopy, parks and open space, and other related programs. The ~~beautification strategy~~ strategic plan shall be submitted as a recommendation to city council for its approval. At a minimum, the ~~beautification strategy~~ strategic plan shall comply with the minimum standards associated with Tree City, USA membership, and other similar programs.

e. The TLPB shall review, as needed, the city's LURs for revisions which advance and strengthen its purpose. Such revisions shall require Staff review and be made as recommendations to the planning commission and city council for approval.

f. Organize and conduct ~~in January of each year~~ an Arbor Day celebration annually to educate the public on the importance of trees in our community and maintaining and enhancing the city's tree canopy.

g. Coordinate the city's memorial and notable tree programs by processing new applications, maintaining accurate records, and providing guidance with tree location, planting, and care processes.

h. In coordination with the city's grants and assistance division and approval by the city council, search and prepare proposals for financial and technical assistance grants and prepare proposals to obtain funds to finance initiatives to advance its purpose. When awarded such grants, it shall be the responsibility of the TLPB to oversee their implementation through coordination with the PCD director.

i. Establish, with city council approval, an entity to accept and maintain donated or purchased lands which achieve its purpose.

4.1.3.5 *Sidewalks*. Sidewalks shall be provided on at least one side of all local streets and minor collectors and both sides of arterials and major collectors. In the UC/UCBD and UV districts, sidewalks shall be provided on both sides of the street, regardless of the street classification. Sidewalks shall be concrete and shall be a minimum of four inches thick and five feet wide in residential areas, and eight feet wide in mixed-use and non-residential districts. ~~Except in the UC/UCDB district there shall be at minimum a three-foot-wide strip of landscaped area (as defined in section 4.1.4.4.b.) between the sidewalk and curb, in which a tree (as listed herein) shall be planted every 100 feet.~~ Landscaped area shall be a minimum of three feet and in all areas possible maximized within the right of way, trees shall be planted every 100 feet according to the following criteria:

Tree~~s shall be~~ species shall ~~limited to~~not include ~~t~~the following:

- Brazilian Pepper, Carrotwood, Australian Pine, Chinese tallow, Melaleuca or any tree that meets the definition of 'Invasive' as determined by the Florida Invasive Species Council. https://floridainvasivespecies.org/plantlist.cfm

Tree species shall be chosen based on climate suitability and site constraints following the principle of 'Right Tree, Right Place'. See below tree matrix for suggested species and characteristics.

TREE TYPE / SIZE / FORM			TREE DENDROLOGY				TYPICAL CHARACTERISTICS				
Tree Type [1]	Tree Size [2]	FL Grades & Standards Tree Type-Form [3]	Common Name	Scientific Name	Plant Family	Florida Native	Mature Crown Spread	Mature Height	Species Rating [4,5]	Growth Rate [6]	POWER LINE TREE? (Y/N)
SHADE	SMALL	TYPE 1	Oriental Sweetgum	Liquidambar orientalis	Altingiaceae	NO	10' to 12'	15' to 20'	[5]	FAST	N
SHADE	MEDIUM	TYPE 1	American Hornbeam	Carpinus caroliniana	Betulaceae	YES	20' to 30'	20' to 30'	41-60%	SLOW	N
SHADE	MEDIUM	TYPE 1	Bluejack Oak	Quercus incana	Fagaceae	YES	25' to 35'	25' to 50'	[5]	MODERATE	N
SHADE	MEDIUM	TYPE 1	Florida Maple	Acer floridanum	Sapindaceae	YES	25' to 40'	20' to 40'	41-60%	MODERATE	N
SHADE	MEDIUM	TYPE 1	Myrtle oak	Quercus myrtifolia	Fagaceae	YES	35' to 40'	35' to 40'	81-100%	MODERATE	N
SHADE	MEDIUM	TYPE 1	Red Bay	Persea borbonia	Lauraceae	YES	30' to 50'	30' to 50'	21-40%	MODERATE	N
SHADE	MEDIUM	TYPE 1	Swamp Bay	Persea palustris	Lauraceae	YES	25' to 30'	25' to 35'	[5]	MODERATE	N
SHADE	MEDIUM	TYPE 1	Turkey Oak	Quercus laevis	Fagaceae	YES	25' to 30'	30' to 40'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	(American) Sycamore	Platanus occidentalis	Platanaceae	YES	50' to 70'	75' to 90'	41-60%	FAST	N
SHADE	LARGE	TYPE 1	American Elm	Ulmus americana	Ulmaceae	YES	50' to 70'	70' to 90'	81-100%	FAST	N
SHADE	LARGE	TYPE 1	Black Cherry	Prunus serotina	Rosaceae	YES	35' to 50'	60' to 90'	41-60%	FAST	N
SHADE	LARGE	TYPE 1	Black Gum/Tupelo	Nyssa sylvatica	Cornaceae	YES	25' to 35'	65' to 75'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Bluff Oak	Quercus austrina	Fagaceae	YES	35' to 50'	40' to 60'	61-80%	NOT AVAIL	N
SHADE	LARGE	TYPE 1	Camphor	Cinnamomum camphora	Lauraceae	NO	50' to 70'	40' to 50'	<21%	FAST	N
SHADE	LARGE	TYPE 1	Common Hackberry	Celtis occidentalis	Celtidaceae	YES	40' to 50'	45' to 80'	[5]	FAST	N
SHADE	LARGE	TYPE 1	Common Persimmon	Diospyros virginiana	Ebenaceae	YES	20' to 35'	40' to 60'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Durand Oak	Quercus durandii (sinuata)	Fagaceae	YES	40' to 60'	50' to 90'	61-80%	NOT AVAIL	N
SHADE	LARGE	TYPE 1	Green Ash	Fraxinus pennsylvanica	Oleaceae	YES	25' to 30'	30' to 45'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Laurel Oak	Quercus laurifolia	Fagaceae	YES	35' to 45'	60' to 70'	61-80%	FAST	N
SHADE	LARGE	TYPE 1	Pecan	Carya illinoensis	Juglandaceae	NO	50' to 70'	70' to 100'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Pignut Hickory	Carya glabra	Juglandaceae	YES	30' to 40'	50' to 65'	81-100%	MODERATE	N
SHADE	LARGE	TYPE 1	Pop Ash	Fraxinus caroliniana	Oleaceae	YES	40' to 60'	50' to 80'	[5]	FAST	N
SHADE	LARGE	TYPE 1	Pumpkin Ash	Fraxinus tomentosa (sp. "profunda")	Oleaceae	YES	45' to 50'	60' to 70'	61-80%	FAST	N
SHADE	LARGE	TYPE 1	Red Maple	Acer rubrum	Sapindaceae	YES	25' to 35'	60' to 75'	61-80%	FAST	N
SHADE	LARGE	TYPE 1	Sand Live Oak	Quercus geminata	Fagaceae	YES	45' to 60'	30' to 50'	81-100%	MODERATE	N
SHADE	LARGE	TYPE 1	Shumard's Oak	Quercus shumardii	Fagaceae	YES	40' to 50'	55' to 80'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Silver Maple	Acer saccharinum	Sapindaceae	YES	40' to 60'	60' to 80'	<21%	FAST	N
SHADE	LARGE	TYPE 1	Southern Live Oak	Quercus virginiana	Fagaceae	YES	60' to 120'	60' to 80'	81-100%	MODERATE	N
SHADE	LARGE	TYPE 1	Southern Red Oak	Quercus falcata	Fagaceae	YES	60' to 70'	60' to 80'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Strangler Fig	Ficus aurea	Moraceae	YES	50' to 70'	50' to 60'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Sugarberry	Celtis laevigata	Celtidaceae	YES	50' to 60'	50' to 70'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Swamp Chestnut Oak	Quercus michauxii	Fagaceae	YES	40' to 60'	60' to 80'	61-80%	NOT AVAIL	N
SHADE	LARGE	TYPE 1	Swamp Tupelo	Nyssa sylvatica var. biflora	Cornaceae	YES	65' to 70'	80' to 100'	61-80%	SLOW	N
SHADE	LARGE	TYPE 1	Sweetgum	Liquidambar styraciflua	Altingiaceae	YES	35' to 50'	60' to 75'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Water Hickory	Carya aquatica	Juglandaceae	YES	25' to 40'	60' to 70'	61-80%	SLOW	N
SHADE	LARGE	TYPE 1	Water Oak	Quercus nigra	Fagaceae	YES	60' to 70'	50' to 60'	41-60%	FAST	N
SHADE	LARGE	TYPE 1	Water Tupelo	Nyssa aquatica	Cornaceae	YES	25' to 35'	75' to 100'	61-80%	SLOW	N
SHADE	LARGE	TYPE 1	White Ash	Fraxinus americana	Oleaceae	YES	10' to 15'	35' to 60'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Willow Oak	Quercus phellos	Fagaceae	YES	40' to 50'	60' to 75'	<21%	FAST	N
CONIFEROUS	MEDIUM	TYPE 2	American Hophornbeam	Ostrya virginiana	Betulaceae	YES	15' to 25'	25' to 40'	<21%	SLOW	N
CONIFEROUS	MEDIUM	TYPE 2	Podocarpus (Yew Plum)	Podocarpus macrophyllus	Podocarpaceae	NO	20' to 25'	30' to 40'	81-100%	SLOW	N
CONIFEROUS	MEDIUM	TYPE 2	Red Cedar	Juniperus virginiana	Cupressaceae	YES	20' to 30'	30' to 45'	81-100%	FAST	N
CONIFEROUS	MEDIUM	TYPE 2	Sand Pine	Pinus clausa	Pinaceae	YES	15' to 25'	25' to 40'	41-60%	SLOW	N
CONIFEROUS	LARGE	TYPE 2	Baldcypress	Taxodium distichum	Cupressaceae	YES	25' to 35'	60' to 80'	81-100%	FAST	N
CONIFEROUS	LARGE	TYPE 2	Broadleaf Podocarpus	Podocarpus nagi	Podocarpaceae	NO	15' to 25'	30' to 50'	81-100%	MODERATE	N
CONIFEROUS	LARGE	TYPE 2	Chinese Juniper	Juniperus chinensis	Cupressaceae	NO	15' to 25'	40' to 50'	[5]	MODERATE	N
CONIFEROUS	LARGE	TYPE 2	Loblolly Pine	Pinus taeda	Pinaceae	YES	30' to 35'	50' to 80'	61-80%	FAST	N
CONIFEROUS	LARGE	TYPE 2	Loblolly-Bay	Gordonia lasianthus	Theaceae	YES	25' to 35'	50' to 75'	81-100%	MODERATE	N
CONIFEROUS	LARGE	TYPE 2	Longleaf Pine	Pinus palustris	Pinaceae	YES	30' to 40'	60' to 80'	61-80%	FAST	N
CONIFEROUS	LARGE	TYPE 2	Pondcypress	Taxodium ascendens	Cupressaceae	YES	10' to 15'	50' to 60'	81-100%	SLOW	N
CONIFEROUS	LARGE	TYPE 2	Slash Pine	Pinus elliottii var densa	Pinaceae	YES	35' to 50'	75' to 100'	61-80%	FAST	N
ORNAMENTAL	SMALL	TYPE 3	American Elder	Sambucus nigra (subsp. Canadensis)	Adoxaceae	YES	6' to 10'	8' to 12'	21-40%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Blackhaw (Walter's Vibernum)	Viburnum obovatum	Caprifoliaceae	YES	6' to 10'	8' to 25'	61-80%	MODERATE	N
ORNAMENTAL	SMALL	TYPE 3	Burford Holly (Chinese Holly)	Ilex cornuta 'Burfordii'	Aquifoliaceae	NO	15' to 25'	15' to 25'	81-100%	MODERATE	Y

TREE TYPE / SIZE / FORM			TREE DENDROLOGY				TYPICAL CHARACTERISTICS				
Tree Type [1]	Tree Size [2]	FL Grades & Standards Tree Type-Form [3]	Common Name	Scientific Name	Plant Family	Florida Native	Mature Crown Spread	Mature Height	Species Rating [4,5]	Growth Rate [6]	POWER LINE TREE? (Y/N)
ORNAMENTAL	SMALL	TYPE 3	Chickasaw Plum	Prunus angustifolia	Rosaceae	YES	15' to 20'	12 to 20'	61-80%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Chinese Fringetree	Chionanthus retusus	Oleaceae	NO	10' to 15'	15' to 20'	41-60%	SLOW	N
ORNAMENTAL	SMALL	TYPE 3	Crapemyrtle	Lagerstroemia indica	Lythraceae	NO	15' to 25'	10' to 30'	81-100%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Devilwood	Osmanthus americanus	Oleaceae	YES	10' to 15'	15' to 25'	[5]	MODERATE	N
ORNAMENTAL	SMALL	TYPE 3	Flatwoods Plum	Prunus umbellata	Rosaceae	YES	12' to 20'	12' to 20'	41-60%	MODERATE	N
ORNAMENTAL	SMALL	TYPE 3	Florida Privet	Forestiera segregata	Oleaceae	YES	5 to 10'	10' to 15'	61-80%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Fringetree	Chionanthus virginicus	Oleaceae	YES	10' to 15'	12 to 20'	41-60%	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Jerusalem-Thorn	Parkinsonia aculeata	Fabaceae	NO	20' to 25'	15' to 20'	41-60%	FAST	N
ORNAMENTAL	SMALL	TYPE 3	Lemon Bottlebrush	Callistemon citrinus	Myrtaceae	NO	10' to 15'	10' to 15'	[5]	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Ligustrum (Japanese Privet)	Ligustrum japonicum	Oleaceae	NO	15' to 25'	8' to 12'	81-100%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Loquat	Eriobotrya japonica	Rosaceae	NO	20'	25'	61-80%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Possumhaw	Ilex decidua	Aquifoliaceae	YES	10' to 15'	10' to 15'	[5]	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Purple Tabebuia	Tabebuia impetiginosa	Bignoniaceae	NO	10' to 15'	12' to 18'	[5]	SLOW	N
ORNAMENTAL	SMALL	TYPE 3	Red Buckeye	Aesculus pavia	Sapindaceae	YES	15' to 25'	15' to 20'	21-40%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Southern Wax Myrtle	Myrica cerifera	Myricaceae	YES	20' to 25'	15' to 25'	[5]	FAST	Y
ORNAMENTAL	SMALL	TYPE 3	Starburst	Clerodendrum Quadriloculare	Lamiaceae	NO	10'	15'	[5]	FAST	Y
ORNAMENTAL	SMALL	TYPE 3	Swamp ("Stiff") Dogwood	Cornus foemina	Cornaceae	YES	10' to 15'	10' to 25'	[5]	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Sweet Acacia	Acacia farnesiana	Fabaceae	YES	15' to 25'	15' to 25'	41-60%	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Upright Bottlebrush	Callistemon rigidus	Myrtaceae	NO	8' to 12'	8' to 12'	41-60%	FAST	Y
ORNAMENTAL	SMALL	TYPE 3	Weeping Bottlebrush	Callistemon viminalis [7]	Myrtaceae	NO	15' to 20'	15' to 20'	41-60%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	White Geiger (Wild Olive)	Cordia boissieri	Boraginaceae	NO	10' to 15'	15' to 20'	41-60%	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Yaupon Holly	Ilex vomitoria	Aquifoliaceae	YES	15' to 20'	15' to 20'	81-100%	MODERATE	Y
ORNAMENTAL	MEDIUM	TYPE 3	'Nellie R. Stevens' Holly	Ilex x 'Nellie R. Stevens'	Aquifoliaceae	YES	10' to 15'	20' to 30'	81-100%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Black Mangrove	Avicennia germinans	Avicenniaceae	YES	NOT AVAIL	20' to 40'	41-60%	NOT AVAIL	N
ORNAMENTAL	MEDIUM	TYPE 3	Coastal Plain Willow	Salix caroliniana	Salicaceae	YES	25' to 35'	25' to 35'	61-80%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 2	Dahoon Holly	Ilex cassine	Aquifoliaceae	YES	8' to 12'	20' to 30'	61-80%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 2	'East Palatka' Holly	Ilex x attenuata	Aquifoliaceae	YES	10' to 15'	30' to 45'	21-40%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 2	Eastern Redbud	Cercis canadensis	Fabaceae	YES	15' to 25'	20' to 30'	21-40%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 3	Flowering Dogwood	Cornus florida	Cornaceae	YES	25' to 30'	20' to 30'	21-40%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Golden Trumpet Tree	Tabebuia chrysotricha	Bignoniaceae	NO	25' to 35'	25' to 35'	41-60%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 1	Jacaranda	Jacaranda mimosifolia	Fabaceae	NO	45' to 60'	25' to 40'	41-60%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 3	Red Mangrove	Rhizophora mangle	Rhizophoraceae	YES	15' to 25'	15' to 25'	81-100%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Seagrape	Coccoloba uvifera	Polygonaceae	YES	20' to 30'	25' to 30'	61-80%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Simpson Stopper	Myrcianthes fragrans	Myrtaceae	YES	15' to 20'	15' to 20'	81-100%	SLOW	N
ORNAMENTAL	MEDIUM	TYPE 3	Witch-Hazel	Hamamelis virginiana	Hamamelidaceae	YES	15' to 25'	20' to 30'	[5]	SLOW	N
ORNAMENTAL	LARGE	TYPE 2	American Holly	Ilex opaca	Aquifoliaceae	YES	15' to 25'	35' to 50'	61-80%	SLOW	N
ORNAMENTAL	LARGE	TYPE 1	'Bosque' Chinese Elm	Ulmus parvifolia	Ulmaceae	NO	35' to 50'	35' to 45'	41-60%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	'Drake' Chinese Elm	Ulmus parvifolia 'Drake'	Ulmaceae	NO	35' to 50'	35' to 45'	41-60%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 2	Japanese Blueberry	Eleocarpus decipiens	Caprifoliaceae	NO	20' to 40'	40' to 60'	81-100%	SLOW	N
ORNAMENTAL	LARGE	TYPE 2	Olive	Olea europaea	Oleaceae	NO	35' to 50'	25' to 50'	61-80%	SLOW	N
ORNAMENTAL	LARGE	TYPE 2	Red Mulberry	Morus rubra	Moraceae	YES	35' to 50'	50' to 75'	41-60%	FAST	N
ORNAMENTAL	LARGE	TYPE 1	Southern Magnolia	Magnolia grandiflora	Magnoliaceae	YES	30' to 40'	60' to 80'	61-80%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	Sweetbay Magnolia	Magnolia virginiana	Magnoliaceae	YES	15' to 25'	40' to 50'	61-80%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	White Mangrove	Laguncularia racemosa	Combretaceae	YES	30' to 40'	30' to 50'	81-100%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	Winged Elm	Ulmus alata	Ulmaceae	YES	30' to 40'	45' to 70'	61-80%	FAST	N
PALM	SMALL	PALM	Chinese Windmill Palm	Trachycarpus fortunei	Arecaceae	NO	6' to 10'	10' to 20'	61-80%	SLOW	Y
PALM	SMALL	PALM	Cliff Date Palm	Phoenix rupicola	Arecaceae	NO	20'	25'	[5]	FAST	Y
PALM	SMALL	PALM	European Fan Palm	Chamaerops humilis	Arecaceae	NO	20'	15'	81-100%	SLOW	Y
PALM	SMALL	PALM	Pindo Palm	Butia capitata	Arecaceae	NO	10' to 15'	15' to 25'	61-80%	SLOW	Y
PALM	SMALL	PALM	Pygmy Date Palm	Phoenix roebellenii	Arecaceae	NO	7'	12'	61-80%	SLOW	Y
PALM	MEDIUM	PALM	Paurotis Palm	Acoelorraphe wrightii	Arecaceae	YES	12'	30'	61-80%	SLOW	N
PALM	MEDIUM	PALM	Puerto Rican Hat Palm	Sabal causarium	Arecaceae	NO	15'	45'	[5]	SLOW	N
PALM	MEDIUM	PALM	Senegal Date Palm	Phoenix reclinata [7]	Arecaceae	NO	40' to 50'	30' to 35'	61-80%	MODERATE	N
PALM	MEDIUM	PALM	Wild Date Palm	Phoenix sylvestris	Arecaceae	NO	20'	40'	81-100%	FAST	N

TREE TYPE / SIZE / FORM			TREE DENDROLOGY				TYPICAL CHARACTERISTICS				POWER LINE TREE? (Y/N)
Tree Type [1]	Tree Size [2]	FL Grades & Standards Tree Type-Form [3]	Common Name	Scientific Name	Plant Family	Florida Native	Mature Crown Spread	Mature Height	Species Rating [4,5]	Growth Rate [6]	
PALM	LARGE	PALM	Bismarck Palm	Bismarkia nobilis	Arecaceae	NO	12' to 16'	30' to 60'	[5]	SLOW	N
PALM	LARGE	PALM	Cabbage Palm	Sabal palmetto	Arecaceae	YES	10' to 15'	40' to 50'	81-100%	SLOW	N
PALM	LARGE	PALM	Canary Island Date Palm	Phoenix canariensis	Arecaceae	NO	20' to 25'	40' to 60'	81-100%	SLOW	N
PALM	LARGE	PALM	Chinese Fan Palm	Livistona chinensis	Arecaceae	NO	10' to 12'	30' to 50'	81-100%	MODERATE	N
PALM	LARGE	PALM	Date Palm	Phoenix dactylifera	Arecaceae	NO	12 to 15'	50' to 80'	81-100%	MODERATE	N
PALM	LARGE	PALM	Ribbon Fan Palm	Livistona decora (deciphens)	Arecaceae	NO	15'	30'	81-100%	SLOW	N
PALM	LARGE	PALM	Washington (Mexican Fan) Palm	Washingtonia robusta [7]	Arecaceae	NO	10' to 15'	60' to 90'	61-80%	FAST	N

Notes:

[1] Typology: Shade; Coniferous; Ornamental; Palm

[2] Small [0-20' avg height]; Medium [20-40' avg height]; Large [40' or higher avg height]. Average ["avg"] height dimension is at time of full growth/maturity.

[3] Source: FL Dept of Agricultural & Consumer Services, Florida Grades and Standards for Nursery Plants 2015.

[4] Source: Tree Species Ratings for Florida, January 2016, International Society of Arboriculture, FL Chapter. Rating % assigned to a specific tree upon evaluation and determination of its existing condition. Refer to sec. 27-285.4.1 for Rating % and tree condition equivalency factors. The higher the Rating % = the higher suitability in Tampa's urban environment (assuming proper placement & general maintenance).

[5] Species Rating not available from Florida ISA. Use Condition Rating factor as Species Rating factor in Mitigation calculation for grand trees.

[6] Growth Rate: refers to the vertical increase in growth. Slow: ≤ 12" per year; Moderate: 13"-24" per year; Fast: ≥ 25" per year. (Source: Dirr, M., Manual of Woody Landscape Plants, pub. Jan. 1990)

[7] Species listed as Category II on the 2017 Florida Exotic Pest Plant Council List of Exotic Species. Specie may be planted and/or retained, but no credit shall be factored into mitigation formula. See also sec. 27-284.1.2(2).

Reference : "Y" means "Yes," "N" means "No," "NOT AVAIL" means "not available at time of adoption of this document."

https://www.tampa.gov/document/city-tampa-tree-matrix-17196

~~Black olive;~~

- ~~Dwarf magnolia;~~
- ~~Palms (with the exception of cabbage palms);~~
- ~~Crape myrtle.~~

The director of public works may, at ~~his~~ their discretion, ~~approve additional species or~~ prohibit planting under certain circumstances. Trees planted in the right of way must meet the following criteria:

a. A root barrier shall be placed around select trees within or near the right-of-way.

b. No tree shall be placed any closer than ten feet (five feet with a root barrier) to any utility owned and operated by the City of Bradenton Public Works Department.

c. No trees shall be planted within utility easements.

d. No trees shall be planted under overhead utility lines.

e. Trees planted within medians shall not be paced as to hinder site [sight] visibility at intersections from any direction.

f. Trees planted in medians should be limited to height and diameter as to not cause damage to vehicles from the drip line.

g. Trees planted next to sidewalks shall be planted at a height as to not obstruct pedestrians use.

h. Trees shall not be planted in front of any signs.

i. All trees must be provided with an adequate watering system schedule until established.

j. In instances where tree planting is hindered by existing infrastructure or lack of adequate space, a modular suspended pavement system such as Silva-cells should be installed.

In PDPs where adequate provision for pedestrian circulation is provided, the requirements of this section may be modified by the approving body. Sidewalks shall be constructed as part of the street construction in subdivisions and PDPs unless phasing is specifically stipulated by city council. As part of the approval of a permit for a construction or alteration of structure or parking area, the PCD director may require the construction or reconstruction of sidewalks in order to fulfill the requirements of this section.

AGENDA ITEM NO. 7.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4051 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 10-FOOT ALLEY AS SHOWN ON THE PLAT OF THE HIGH SCHOOL ADDITION TO MANATEE, RECORDED IN BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED NORTH OF 5TH AVENUE DRIVE EAST, SOUTH OF MANATEE AVENUE EAST, WEST OF 2ND STREET EAST, AND EAST OF 1ST STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for December 18, 2024.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The applicant has submitted a right-of-way vacation application requesting to vacate a 10-foot-wide alley located between properties located at 102 Manatee Avenue East, 120 Manatee Avenue East, 113 5th Avenue Drive East. The proposed

vacation is approximately 2,129 sq. ft. or 0.049 acres in size.

The applicant is requesting the vacation in order to prepare the property for a future car wash. As part of the vacation request, Florida Power and Light (FPL) submitted a letter of approval with the stipulation that a 10-foot easement be recorded to protect their existing facilities on site.

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 public hearing are scheduled for December 18, 2024.

ATTACHMENTS:
Ordinance 4051
Request to Vacate
Staff Report
Presentation

Ordinance No. 4051

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 10-FOOT ALLEY AS SHOWN ON THE PLAT OF THE HIGH SCHOOOL ADDITION TO MANATEE, RECORDED IN BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED NORTH OF 5TH AVENUE DRIVE EAST, SOUTH OF MANATEE AVENUE EAST, WEST OF 2ND STREET EAST, AND EAST OF 1ST STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes; except when expressly prohibited by law and to enact ordinances in furtherance thereof; and

WHEREAS, Vott Partners LLC and Bradenton Centre LLC (collectively, the "Applicant" or "Property Owner"), own property located 102 Manatee Avenue East, 120 Manatee Avenue East, and 113 5th Avenue Drive East, Bradenton, FL 34205, and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Applicant filed an application to vacate a platted 10 foot alley, as legally described in Exhibit B attached hereto (the "Alley"); and

WHEREAS, the Alley proposed for vacation is adjacent to the Property; and

WHEREAS, all things necessary and required by law have occurred for the vacation of that certain Alley as shown on the plat of the High School Addition to Manatee, and more particular described in Exhibit B; and

WHEREAS, Florida Power and Light has existing facilities within the Alley to service to the Property; and

WHEREAS, the City Council has reviewed the request for vacation of the Alley and finds that it meets the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of the Alley is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest, nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said Alley is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

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. Vacated Alley. The City Council for the City of Bradenton, Florida, pursuant to due and proper petition and application and other procedures as required by law and the rules and regulations of this Council for vacating the following described Alley having been accomplished, does hereby vacate, close and abandon that Alley which is described and illustrated on Exhibit "B" attached hereto and incorporated herein by reference, subject to the conditions described herein. The vacation of the Alley is conditioned upon the Applicant providing an easement, in a form acceptable to Florida Power and Light, to address existing FPL facilities located within the Alley (the "Easement").

Section 3. Recordation. Upon adoption of this Ordinance and receipt of the fully executed Easement, the City Clerk shall ensure that the Ordinance and Easement are recorded in the Official Records of Manatee County, Florida, with the Ordinance being recorded immediately prior to the Easement.

Section 4. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law, but the vacation described herein shall not be effective until such time as the Ordinance and Easement are recorded as provided in Section 3 herein. Should the Ordinance and Easement not be recorded within two (2) years following the effective date of this Ordinance, then the vacation shall be deemed null and void.

FIRST READING	November 6, 2024
PUBLICATION DATE	December 1, 2024
SECOND READING	December 18, 2024

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 18th day of December 2024.

CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton, City Clerk

Gene Brown, Mayor

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

EXHIBIT "A"

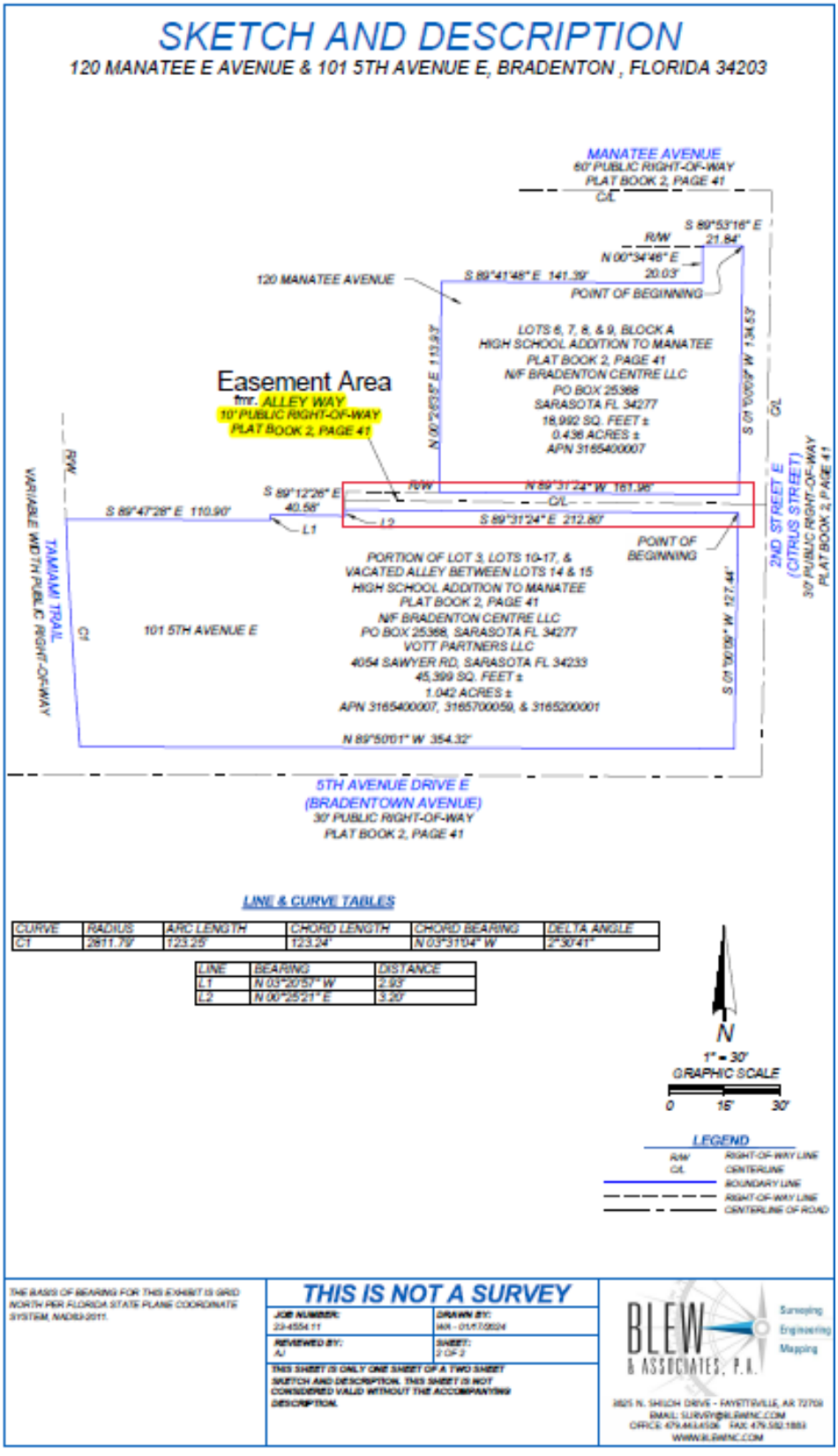
Legal Description of the Property

102 Manatee Avenue East:
LOTS 1,2, LOT 3 LESS S 30 FT, LOTS 4, 5; LOTS 6 & 7 LESS ST RD R/W, N 12 FT OF LOT 15, ALSO N 15 FT OF W 18 FT OF LOT 16, N 15 FT OF LOT 17, N 15 FT OF LOT 18 LESS THAT PORTION FOR H/W R/W FOR ST RD 55 BLK A HIGH SCHOOL ADD PI#31650.0000/5

120 Manatee Avenue East:
LOTS 8, 9, 10 & 11, BLK A, HIGH SCHOOL ADD, LESS H/W R/W FOR STATE RD NO 55; OFF OF LOT 9, SUBJ TO EASMT DESC IN OR 894 P 951 PI#31654.0000/7

113 5th Avenue Drive East:
LOTS 12, 13, 14 & 15 LESS THE N 12 FT OF LOT 15, BLK A HIGH SCHOOL SUBDIV A/K/A HIGH SCHOOL ADDITION TO MANATEE ACCORDING TO THE PLAT THEREOF REC IN PB 2 PG 41 PRMCF AND THAT VACATED ALLEY LYING BETWEEN LOTS 14 & 15, BLK A, HIGH SCHOOL SUBDIV A/K/A HIGH SCHOOL ADDISTION TO MANATEE ACCORDING TO THE PLAT THEREOF REC IN PB 2 PG 41 PRMCF (INST#202041096087) PI #31657.0005/9

EXHIBIT "B"


SKETCH AND DESCRIPTION
120 MANATEE E AVENUE & 101 5TH AVENUE E, BRADENTON , FLORIDA 34203
MANATEE AVENUE
60' PUBLIC RIGHT-OF-WAY
PLAT BOOK 2, PAGE 41
C/L
S 89°53'16" E
21.84'
R/W
N 00°34'46" E
20.03'
120 MANATEE AVENUE
S 89°41'48" E 141.39'
POINT OF BEGINNING
LOTS 6, 7, 8, & 9, BLOCK A
HIGH SCHOOL ADDITION TO MANATEE
PLAT BOOK 2, PAGE 41
N/F BRADENTON CENTRE LLC
PO BOX 25368
SARASOTA FL 34277
18,992 SQ. FEET ±
0.436 ACRES ±
APN 3165400007
N 00°26'53" E 113.93'
S 01°00'09" W 134.53'
Easement Area
fmr. ALLEY WAY
10' PUBLIC RIGHT-OF-WAY
PLAT BOOK 2, PAGE 41
R/W
S 89°12'26" E
40.56'
L1
L2
N 89°31'24" W 161.96'
C/L
S 89°31'24" E 212.80'
S 89°47'26" E 110.90'
POINT OF
BEGINNING
2ND STREET E
(CITRUS STREET)
30' PUBLIC RIGHT-OF-WAY
PLAT BOOK 2, PAGE 41
TAMIAMI TRAIL
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
101 5TH AVENUE E
PORTION OF LOT 3, LOTS 10-17, &
VACATED ALLEY BETWEEN LOTS 14 & 15
HIGH SCHOOL ADDITION TO MANATEE
PLAT BOOK 2, PAGE 41
N/F BRADENTON CENTRE LLC
PO BOX 25368, SARASOTA FL 34277
VOTT PARTNERS LLC
4054 SAWYER RD, SARASOTA FL 34233
45,399 SQ. FEET ±
1.042 ACRES ±
APN 3165400007, 3165700059, & 3165200001
S 01°00'09" W 127.44'
N 89°50'01" W 354.32'
5TH AVENUE DRIVE E
(BRADENTOWN AVENUE)
30' PUBLIC RIGHT-OF-WAY
PLAT BOOK 2, PAGE 41
LINE & CURVE TABLES
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE
C1 | 2811.79' | 123.25' | 123.24' | N 03°31'04" W | 2°30'41"
LINE | BEARING | DISTANCE
L1 | N 03°20'57" W | 2.93'
L2 | N 00°25'21" E | 3.20'
N
1" = 30'
GRAPHIC SCALE
0
15'
30'
LEGEND
R/W RIGHT-OF-WAY LINE
C/L CENTERLINE
BOUNDARY LINE
RIGHT-OF-WAY LINE
CENTERLINE OF ROAD
THE BASIS OF BEARING FOR THIS EXHIBIT IS GRID NORTH PER FLORIDA STATE PLANE COORDINATE SYSTEM, NAD83-2011.
THIS IS NOT A SURVEY
JOB NUMBER: 23-4554.11
DRAWN BY: WA - 01/17/2024
REVIEWED BY: AJ
SHEET: 2 OF 2
THIS SHEET IS ONLY ONE SHEET OF A TWO SHEET SKETCH AND DESCRIPTION. THIS SHEET IS NOT CONSIDERED VALID WITHOUT THE ACCOMPANYING DESCRIPTION.
BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE 479.443.4506 FAX 479.582.1883
WWW.BLEWINC.COM

PROPOSED VACATION OF 10' ALLEYWAY

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ALSO BEING THE 10' UNNAMED ALLEY BETWEEN LOTS 4-9 AND LOTS 10-14 OF BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT NINE (9), BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, THENCE PROCEED SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF 2ND (SECOND) STREET (CITRUS STREET PER PLAT) RUN S 01°00'09" W A DISTANCE OF 134.53 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF AN UNNAMED ALLEY (10 FEET WIDE) AND POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 2ND (SECOND STREET) RUN S 01°00'09" W A DISTANCE OF 10.00 FEET TO SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALLEY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY RUN OF SAID ALLEY RUN 89°31'24" W A DISTANCE OF 212.81 FEET TO THE SOUTHWEST CORNER OF SAID ALLEY, ALSO BEING THE NORTHWEST CORNER OF UNNAMED VACATED 10' ALLEY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID ALLEY, RUN N 00°25'21" W A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID ALLEY, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN S 89°31'24" E A DISTANCE OF 212.91 FEET TO POINT OF BEGINNING; SAID PARCEL HAVING AN AREA OF 0.049 ACRES (2,129 SQUARE FEET), MORE OR LESS.

1160

RECEIVED
AUG - 9 2024
CITY OF BRADENTON
PLANNING DEPT.

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: Vott Partners LLC and Bradenton Centre LLC

Owner Address: 4054 Sawyer Rd., Sarasota 34233 Telephone: (941) 321-2828

Name of Agent: Bill Galvano, Esq., Grimes Galvano

Agent Address: 1023 Manatee Ave. W., Bradenton, FL 34205 Telephone: (941) 748-0151

Owner/Agent Email: bgalvano@grimesgalvano.com

PROPERTY INFORMATION (REQUIRED)

Property Address: 120 Manatee Ave. East and 113 5th Avenue East, Bradenton

Parcel ID: 3165400007, 3165700059 Acreage: 0.049

Zoning District: SD - Special District *click to view Zoning map

Future Land Use: UCBD *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: 7003 *click to view Neighborhoods map

Indicate Type of Vacation Requested: (Right-of-Way) Easement (REQUIRED)

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- ▶ **Right-of-Way Vacation**
  - ° Right-of-Way Vacation Application Fee: $1,530
  - ° Letter of Request
  - ° Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - ° Legal Description of Right-of-Way to be Vacated
  - ° Property Survey (signed & sealed within the last 3 years)
  - ° One (1) electronic copy in pdf format of Application and all required support materials
- ▶ **Easement Vacation**
  - ° Easement Vacation Review Fee: $900.
  - ° Notarized Agent Authorization Form, if applicable
  - ° Letter of Request
  - ° Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - ° Legal Description of Easement to be Vacated
  - ° Property Survey (signed & sealed within the last 3 years)
  - ° One (1) electronic copy in pdf format of Application and all required support materials

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws. (REQUIRED)

Signature of Owner/Applicant Date 2/19/24

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

APPLICATION #: 243327

CITY STAFF ONLY

CITY COUNCIL: _____
PLANNING COMMISSION: _____
DRC: _____
REVIEW DATES – TO BE COMPLETED BY CITY STAFF

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

- [x] City of Bradenton
  Public Works & Utilities
  Jim McLellan, Director
  1411 9th Street West Bradenton, FL 34205
  941.708.6300

- [x] Florida Power and Light
  Greg Coker
  1253 12th Ave. E. Palmetto, FL 34221
  813.422.8232

- [ ] Frontier Communications
  Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
  1280 Cleveland Street, Clearwater, FL 33755
  941.266.9218

- [ ] Spectrum Communication
  Alex Fleming, Field Eng.
  5413 East State Road 64 Bradenton, FL 34203
  941.737.1352

- [ ] Comcast Cable
  Paul Brown, Manager, Construction SWFL
  PO Box 1178. Sarasota, FL 34230
  941.914.7844

- [x] Teco/Peoples Gas
  Alex Mcfarlane, Gas Design Tech
  Rep. 8261 Vico Ct. Sarasota, FL 34240
  813.275.3762

1162

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 120 Manatee Ave. East and 113 5th Ave. Dr. East

I, Gary Kompothecras, manager of Vott Partners LLC and Bradenton Centre LLC, the registered property owner(s) of the above noted property, do hereby authorize

Bill Galvano, Esq. — Print Name of Agent

Grimes Galvano — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

6910 Pointe Rocks Rd Sarasota FL 34242
Owner(s) Address (if different than property above)

Signature of Agent

1023 Manatee Ave W., Bradenton, FL 34205; (941) 748-0151
Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

NOTARY — REQUIRED

The Foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 19th day of February 2024 produced _____ respectively, as identification and who did (did not) take an oath:

Brenda Kay Sibert
Signature

Brenda Kay Sibert, Notary Public
Print Name

State of Florida
My Commission Expires: 06/17/2025

Notary Public State of Florida
Brenda Kay Sibert
My Commission HH 131385
Expires 06/17/2025

GRIMES GALVANO
Grimes Hawkins Gladfelter & Galvano, P.L.
Attorneys at Law | Est. 1922

Caleb J. Grimes
Jack Hawkins
Bill Galvano
Derin Parks
Kyle W. Grimes
Neil G. Taylor
Mitchell O. Palmer
Stephen R. Josephik
Chad Manausa
Gianna M. Tomeo

Of Counsel
Leslie Horton Gladfelter

March 14, 2024

Via Electronic Mail
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205
zoning@bradentonfl.gov
Planning@Bradentonfl.gov

Re: LETTER OF REQUEST
Right-of-Way Vacation
120 Manatee Avenue East, Bradenton (PID: 3165400007)
113 5th Avenue East, Bradenton (PID: 3165700059)

Good afternoon:

On behalf of our clients, Vott Partners LLC and Bradenton Centre LLC, we are submitting a Request to Vacate a 10' alley east to west from 2nd Street East toward US 41 in between 120 Manatee Avenue East and 113 5th Avenue East in the City of Bradenton. In support of this submittal, enclosed please find the following:

1. Request to Vacate with agent authorization;
2. Narrative of request;
3. Legal description of Right-of-Way to be vacated;
4. Approval from Utilities; and
5. Property Survey.

Thank you for your assistance in processing this application. Should you have any questions or concerns please do not hesitate to contact me.

Sincerely,

GRIMES GALVANO

By: _____
Bill Galvano, Esq.

REQUEST TO VACATE
NARRATIVE

Vott Partners LLC
Bradenton Centre LLC

The applicants, Vott Partners LLC and Bradenton Centre LLC (collectively, the "Applicant") are requesting right-of-way vacation of a 10' alley ("Alleyway") east to west from 2nd Street East toward US 41 in between 120 Manatee Avenue East and 113 5th Avenue East in the City of Bradenton. The Alleyway is legally described and depicted on the sketch and description included with this submittal. This request is consistent with the planned development of the Applicant's land adjacent to the existing ROW, which includes the construction of an automated carwash. Applicant is the owner of all parcels contiguous with the Alleyway to be vacated.

By way of background, the Property's Future Land Use Designation is Urban Central Business District (UCBD). Pursuant to Ordinance No. 3084, auto-oriented uses, specifically including but not limited to car washes, are permitted within the UCBD if "specifically authorized and approved by the City Council." On or about August 9, 2023 City Council approved Ordinance No. 4012, rezoning the subject Property to Special District ("SD"), which includes car wash as a permitted use. During the hearing, it was expressly indicated that the planned development of the site would be for an automated carwash.

Currently, the Applicant is processing a site plan which proposes incorporating the existing Alleyway into the project. However, the Applicant's site plan maintains appropriate access for the City to the existing dumpster behind the Starbucks property. A copy of the proposed site plan is included with this submittal.

With this submittal, please find the following documents:

1. Sketch and Descriptions:
    a. Applicant's Property
    b. Alleway
2. Agent Authorization:
    a. Vott Partners
    b. Bradenton Centre LLC

We look forward to speaking with you on this matter, should you have any questions, please do not hesitate to contact me.

Sincerely,

GRIMES GALVANO

By: _____
Bill Galvano, Esq.

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: 101 5th Ave. Dr. E Bradenton FL. 34208 & 120 Manatee Ave. E

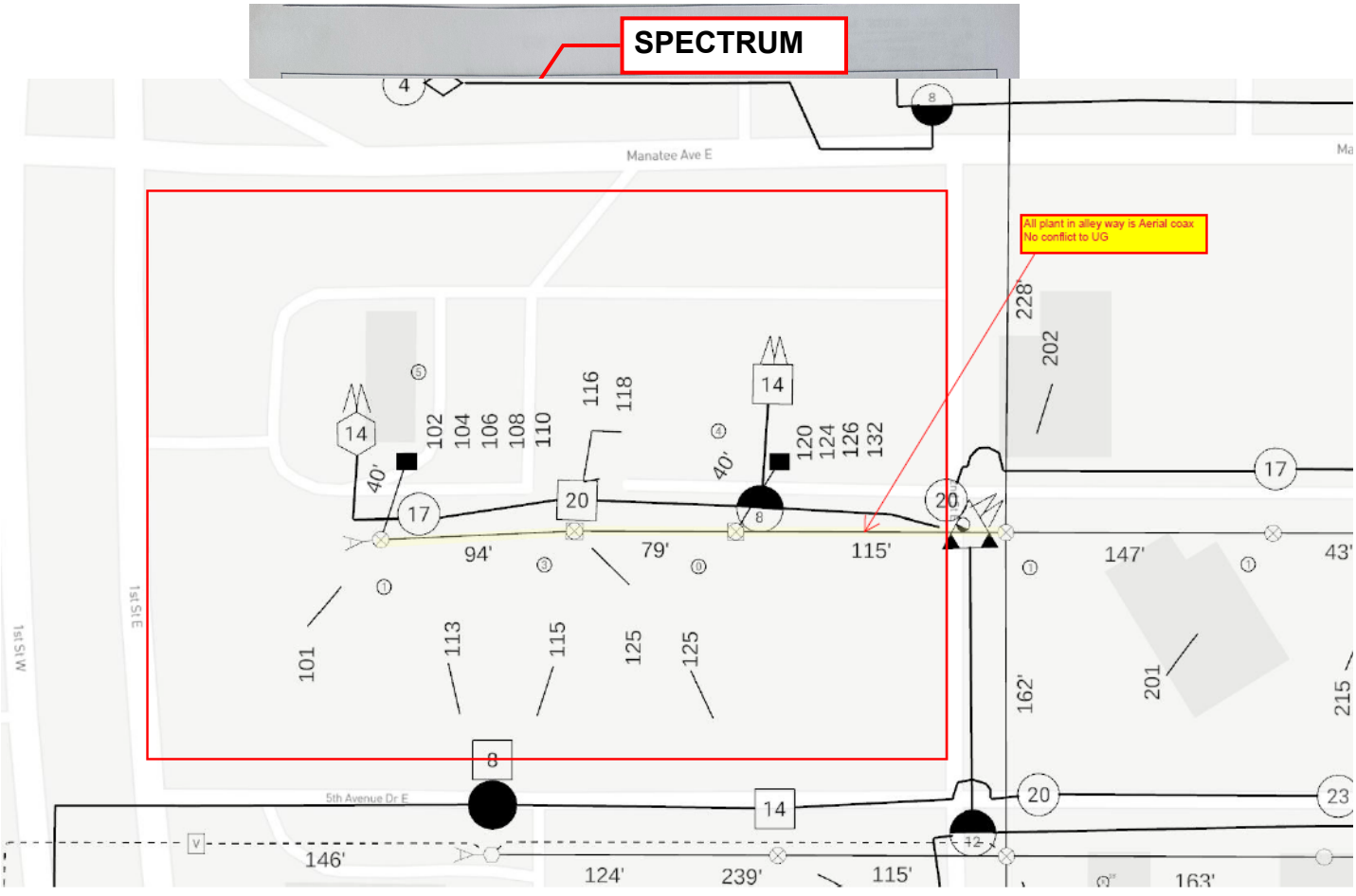
Reviewing Agency: SPECTRUM/CHARTER Reviewed By: David Schisler Date: 8.19.24

1. Do you have facilities within the easement to be released?
( ) YES (X) NO
COMMENTS: All Plant is aerial on FPL poles If FPL sets new poles we can transfer as necessary, no UG plant inarea that is known

2. Will subject Easement be needed in the future?
( ) YES (X) NO
COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
(X) YES ( ) NO
Contact Person:
Phone No.
COMMENTS:

4. Do you object to this easement release?
( ) YES (X) NO
COMMENTS:



February 22,2024

City of Bradenton
101 Old Main St
Bradenton FL 34205

RE: 101 5TH AVENUE E, BRADENTON , FLORIDA 34203
120 MANATEE E AVENUE, BRADENTON , FLORIDA 34203

To Whom it May Concern,

TECO Peoples Gas has no objection to proposed easement vacation. We have no facilities within referenced easement.

If you have any questions or need additional information, please contact me at (813)275-3762 or amfarlane@tecoenergy.com.

Sincerely,

Alex McFarlane
Project Manager

TECO ENERGY
AN EMERA COMPANY

TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619

1167

Florida Power & Light Company, 5657 Mcintosh Rd, Sarasota, FL 34212
Phone: 941-927-4262, Fax: n/a

August 1, 2024

Abed Suwaity
Physicians Group Inc
M: 941.232.1750
Abed.Suwaity@physiciansgroupinc.com
Bradenton, FL, 34212

Dear Abed Suwaity,

This letter is in response to your request for the release of a platted road right-of-way.

In meeting with your request, FPL has no objection to releasing our rights in the road right-of-way known as "ALLEY WAY" in Plat Book 2, Page 41 of the Public records of Manatee County County .

The release is restricted to the following description: An easement is recorded with the Manatee County Clerk of Courts to be used by FPL in an effort to protect the existing facilities on site.

Should you have any questions or concerns, please do not hesitate to contact Ray Vargas at 941-927-4262.

Sincerely,

Ray Vargas
Engineering Lead

RETURN TO:
Cameron Crenshaw
Florida Power & Light Company
1777 Tamiami Trail, Suite 501
Port Charlotte, FL 33948

AGREEMENT TO GRANT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned has applied to the City of Bradenton, Florida, for the vacation of a certain street or alley, as shown on the High School Addition to Manatee, a Subdivision, as recorded in Plat Book 2, Page 41 of the Public Records of Manatee County, Florida in, on and under which said street or alley there exists structures and facilities owned by Florida Power & Light Company, a Florida corporation ("FPL"); and

WHEREAS, FPL is willing to waive any objection to the application of the undersigned for such street or alley vacation provided that the undersigned grants to FPL an easement on its usual form permitting FPL to utilize and occupy the area presently occupied by FPL's structures and facilities; and

WHEREAS, the undersigned is willing to grant to FPL such easement as soon as the undersigned has a valid legal right to do so and the undersigned is desirous of binding himself or itself to the ultimate grant of such easement;

NOW, THEREFORE, in consideration of the aforesaid premises, the waiver of objection, as aforesaid, by FPL, and the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, intending to bind himself or itself, and his or its heirs, personal representatives, successor and assigns, does hereby agree to and for the benefit of FPL and its successors and assigns, as follows:

1. Immediately upon the legal effectuation of the vacation of the aforementioned street or alley and the vesting of legal title therein and thereto in the undersigned, the undersigned shall execute and deliver an easement to FPL and its successors and assigns in form and substance as appears on the easement instrument designated as Exhibit "1" attached hereto and by this reference made a part hereof.

2. No additional consideration, either monetary or non-monetary, shall be required of FPL for the execution and delivery by the undersigned of said easement.

3. In the event the undersigned shall fail to execute and deliver said easement, as aforesaid, FPL shall, without notice or demand of the undersigned, (a) be entitled to record this Agreement among the Public Records of Manatee County, Florida, in order to evidence its interest in said vacated street or alley and its right to continue to occupy the same with its structures and facilities, including the right to reconstruct, inspect, alter, improve, enlarge, add to, change the nature or physical characteristics of, replace, remove or relocate such structures or facilities or any part of the same, and (b) be entitled to bring an action against the undersigned for specific performance of the undersigned's agreement to execute and deliver said easement and the undersigned agrees to pay all court costs and attorneys' fees incurred by FPL in the bringing and prosecution of said action for specific performance.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the ___day of June, 2024.

Signed, sealed and delivered
in the presence of:

Grantor:

_____ _____
Print Name: _____ Print Name: _____
Address: _____

_____ _____
Print Name: _____ Print Name: _____
Address: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ Physical Presence or ☐ online notarization, this _____ day of _____, 2024 by_____, as _____of _____, on behalf of the _____.

(NOTARIAL SEAL)

Notary: _____
Print Name:_____
Notary Public, State of _____
My commission expires:_____

☐ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced_____

1170

Work Request No. 13204259

Sec. 25, Twp 34 S, Rge 17 E

Parcel I.D. ____
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 6/11

EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Carey McCoy
Co. Name: Florida Power & Light Co
Address: 1253 12th Ave E
Palmetto, FL 34221

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for FPL's communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on June 28th, 2024

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: William Galvano
(Witness)

Katherine M. Morrissey
(Witness' Signature)

Print Name: Katherine M. Morrissey
(Witness)

Entity name Bradenton Centre, LLC

By: _____

Print Name: Gary Kompothecras

Print Address: 14045 Sawyer Rd
Sarasota, FL 34236

STATE OF Florida AND COUNTY OF Manatee. The foregoing instrument was acknowledged before me this 28th day of June, 2024 by Gary Kompothecras, the Manager of Bradenton Centre LLC FL LLC, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

Notary Public State of Florida
Katherine M Morrissey
My Commission HH 017316
Expires 10/25/2024

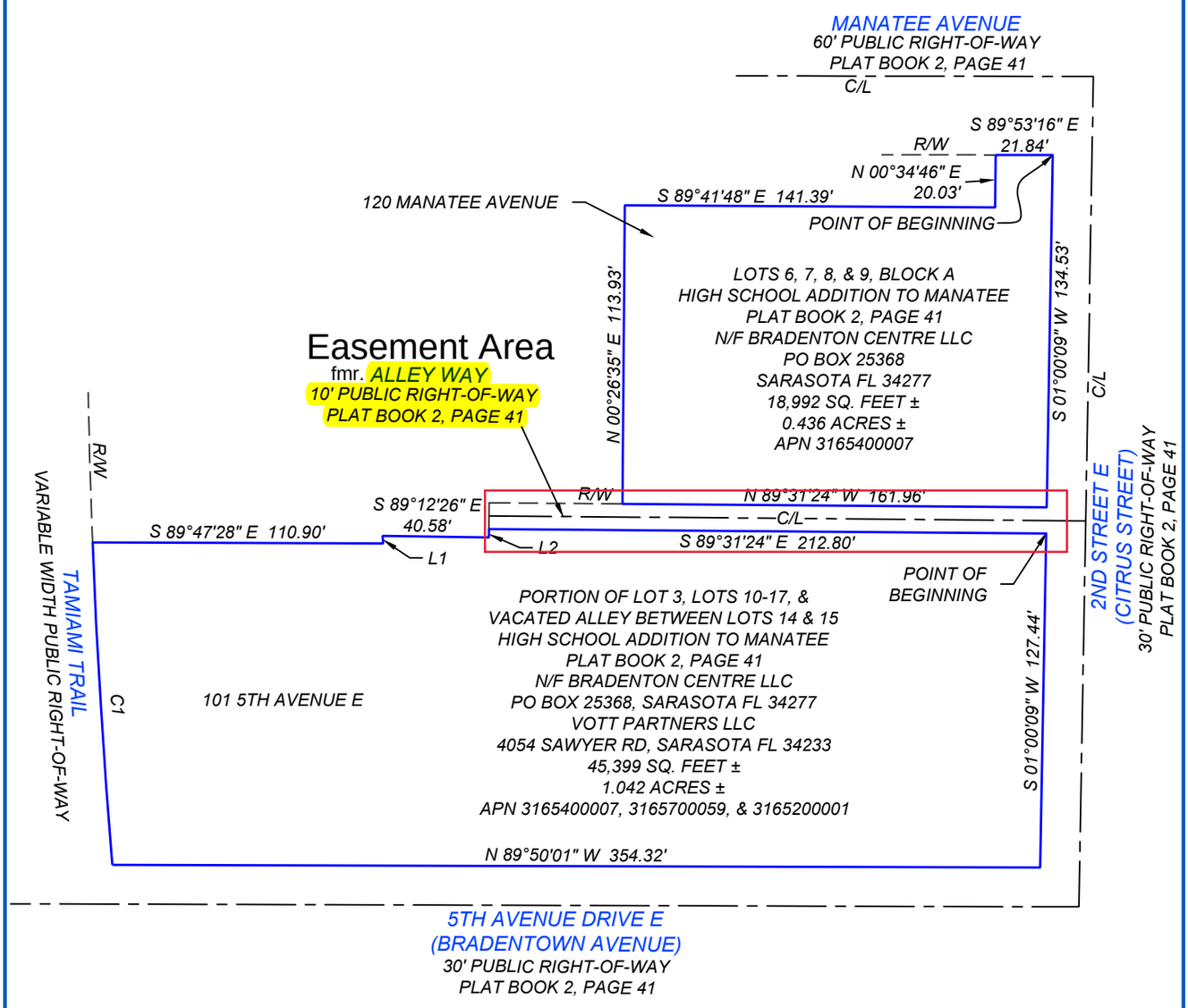
Katherine M. Morrissey
Notary Public, Signature

Print Name Katherine M Morrissey

Exhibit A

SKETCH AND DESCRIPTION

120 MANATEE E AVENUE & 101 5TH AVENUE E, BRADENTON , FLORIDA 34203



LINE & CURVE TABLES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2811.79'	123.25'	123.24'	N 03°31'04" W	2°30'41"

LINE	BEARING	DISTANCE
L1	N 03°20'57" W	2.93'
L2	N 00°25'21" E	3.20'

N

1" = 30'
GRAPHIC SCALE

0 15' 30'

LEGEND

R/W	RIGHT-OF-WAY LINE
C/L	CENTERLINE
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	CENTERLINE OF ROAD

THE BASIS OF BEARING FOR THIS EXHIBIT IS GRID NORTH PER FLORIDA STATE PLANE COORDINATE SYSTEM, NAD83-2011.

THIS IS NOT A SURVEY

JOB NUMBER: 23-4554.11	**DRAWN BY:** WA - 01/17/2024
REVIEWED BY: AJ	**SHEET:** 2 OF 2

THIS SHEET IS ONLY ONE SHEET OF A TWO SHEET SKETCH AND DESCRIPTION. THIS SHEET IS NOT CONSIDERED VALID WITHOUT THE ACCOMPANYING DESCRIPTION.

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

Work Request No. 13204259

Sec.25, Twp 34 S, Rge 17 E

Parcel I.D.____
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 6/11

EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Carey McCoy
Co. Name: Florida Power & Light Co
Address: 1253 12th Ave E
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See Exhibit "A" ("Easement Area")

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IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

_____
(Witness' Signature)

Print Name: _____
(Witness)

Entity name

By: _____

Print Name: _____

Print Address: _____

_____

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

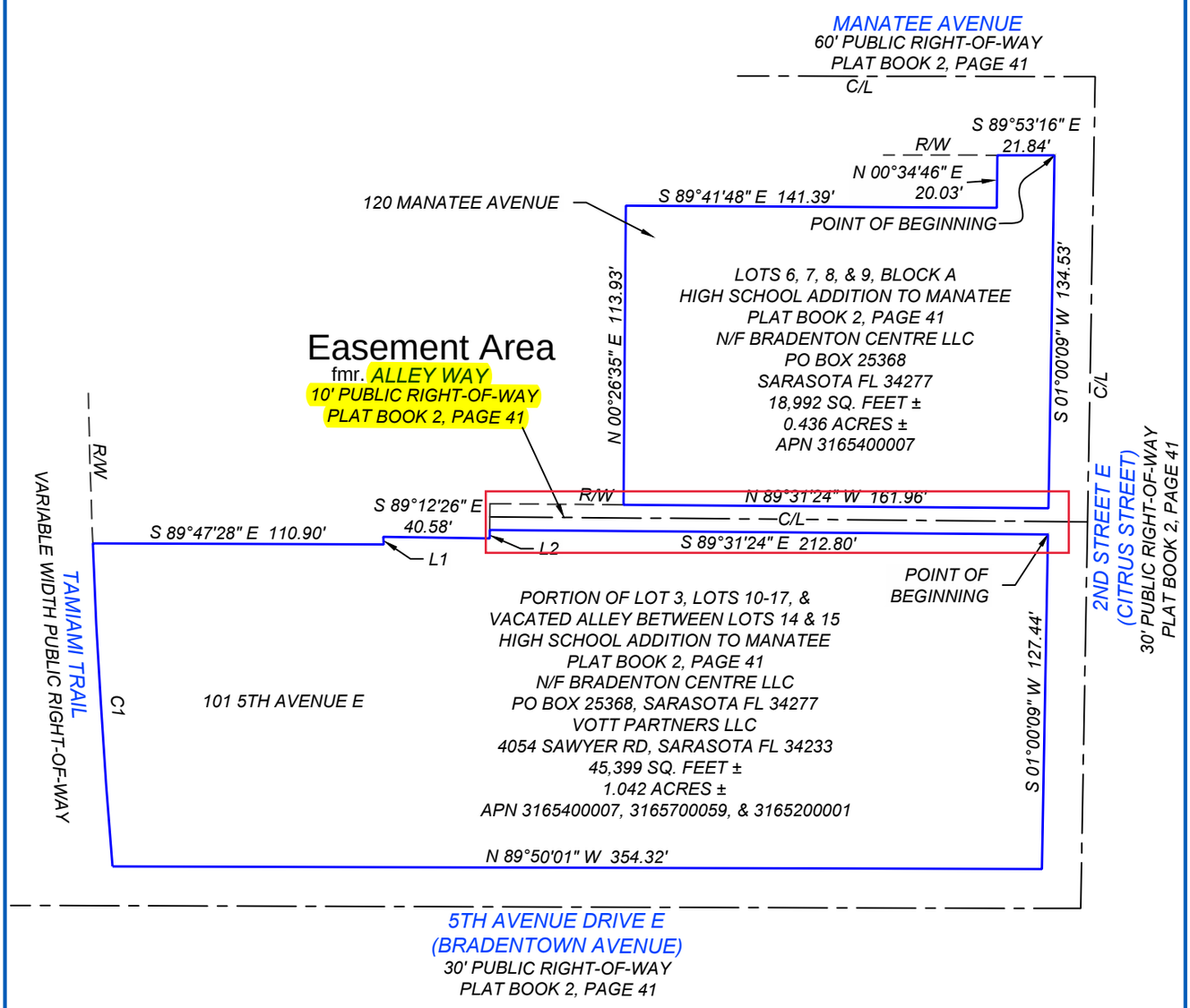
_____
Notary Public, Signature

Print Name _____

Exhibit A

SKETCH AND DESCRIPTION

120 MANATEE E AVENUE & 101 5TH AVENUE E, BRADENTON , FLORIDA 34203



LINE & CURVE TABLES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
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1" = 30'
GRAPHIC SCALE

0 15' 30'

LEGEND

R/W	RIGHT-OF-WAY LINE
C/L	CENTERLINE
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	CENTERLINE OF ROAD

THE BASIS OF BEARING FOR THIS EXHIBIT IS GRID NORTH PER FLORIDA STATE PLANE COORDINATE SYSTEM, NAD83-2011.

THIS IS NOT A SURVEY

JOB NUMBER: 23-4554.11	**DRAWN BY:** WA - 01/17/2024
REVIEWED BY: AJ	**SHEET:** 2 OF 2

THIS SHEET IS ONLY ONE SHEET OF A TWO SHEET SKETCH AND DESCRIPTION. THIS SHEET IS NOT CONSIDERED VALID WITHOUT THE ACCOMPANYING DESCRIPTION.

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SKETCH AND DESCRIPTION

PROPOSED VACATION OF 10' ALLEYWAY

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ALSO BEING THE 10' UNNAMED ALLEY BETWEEN LOTS 4-9 AND LOTS 10-14 OF BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT NINE (9), BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, THENCE PROCEED SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF 2ND (SECOND) STREET (CITRUS STREET PER PLAT) RUN S 01°00'09" W A DISTANCE OF 134.53 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF AN UNNAMED ALLEY (10 FEET WIDE) AND POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 2ND (SECOND STREET) RUN S 01°00'09" W A DISTANCE OF 10.00 FEET TO SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALLEY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY RUN OF SAID ALLEY RUN 89°31'24" W A DISTANCE OF 212.81 FEET TO THE SOUTHWEST CORNER OF SAID ALLEY, ALSO BEING THE NORTHWEST CORNER OF UNNAMED VACATED 10' ALLEY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID ALLEY, RUN N 00°25'21" W A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID ALLEY, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN S 89°31'24" E A DISTANCE OF 212.91 FEET TO POINT OF BEGINNING; SAID PARCEL HAVING AN AREA OF 0.049 ACRES (2,129 SQUARE FEET), MORE OR LESS.

THIS IS NOT A SURVEY

JOB NUMBER: 23-4554.12	**DRAWN BY:** JCH - 02/01/2024
REVIEWED BY: JCH	**SHEET:** 1 OF 2

THIS SHEET IS ONLY ONE SHEET OF A TWO SHEET SKETCH AND DESCRIPTION. THIS SHEET IS NOT CONSIDERED VALID WITHOUT THE ACCOMPANYING SKETCH.

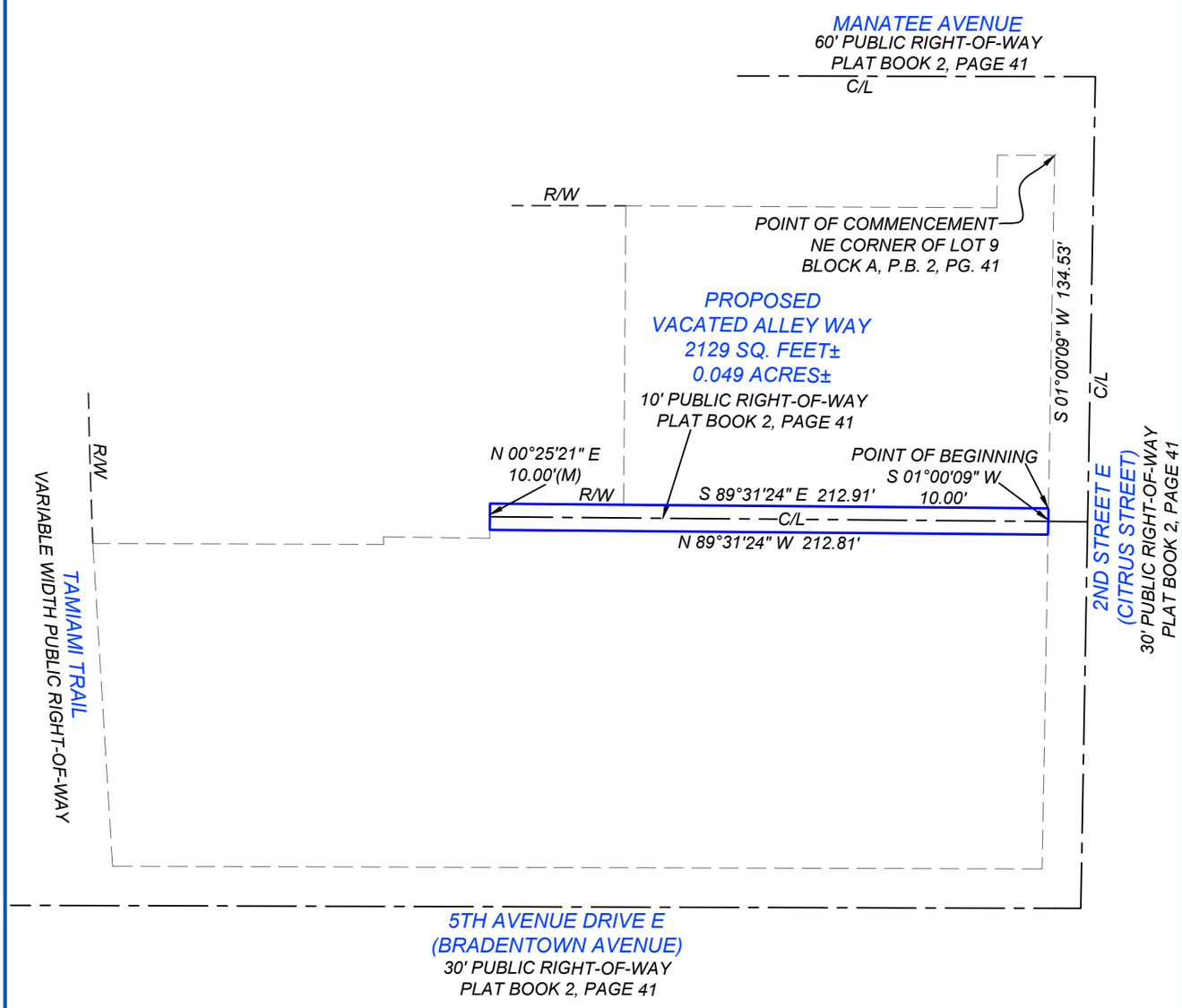
PETER G. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER NO. LS5913
STATE OF FLORIDA
FLORIDA C.O.A. LB8173

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SKETCH AND DESCRIPTION

120 MANATEE E AVENUE & 101 5TH AVENUE E, BRADENTON , FLORIDA 34203



LINE & CURVE TABLES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2811.79'	123.25'	123.24'	N 03°31'04" W	2°30'41"

LINE	BEARING	DISTANCE
L1	N 03°20'57" W	2.93'
L2	N 00°25'21" E	3.20'

N

1" = 30'
GRAPHIC SCALE

0 15' 30'

LEGEND

R/W	RIGHT-OF-WAY LINE
C/L	CENTERLINE
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	CENTERLINE OF ROAD

THE BASIS OF BEARING FOR THIS EXHIBIT IS GRID NORTH PER FLORIDA STATE PLANE COORDINATE SYSTEM, NAD83-2011.

THIS IS NOT A SURVEY

JOB NUMBER: 23-4554.12	**DRAWN BY:** JCH - 02/01/2024
REVIEWED BY: JCH	**SHEET:** 2 OF 2

THIS SHEET IS ONLY ONE SHEET OF A TWO SHEET SKETCH AND DESCRIPTION. THIS SHEET IS NOT CONSIDERED VALID WITHOUT THE ACCOMPANYING DESCRIPTION.

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WWW.BLEWINC.COM

SKETCH AND DESCRIPTION

120 MANATEE E AVENUE, BRADENTON , FLORIDA 34203

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ALSO BEING A PORTION OF LOTS 6, 7, 8, AND 9, BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 9, BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF 2ND (SECOND) STREET RUN S 01°00'09" W A DISTANCE OF 134.53 FEET TO POINT; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE NORTHERLY LINE OF AN UNNAMED ALLEY (10 FEET WIDE) RUN N 89°31'24" W A DISTANCE OF 161.96 FEET TO A POINT; THENCE DEPARTING SAID ALLEY RUN N 00°26'35" E A DISTANCE OF 113.93 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MANATEE AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) CALLS: 1) THENCE S 89°41'48" E A DISTANCE OF 141.39 FEET TO A POINT; 2) THENCE N 00°34'46" E A DISTANCE OF 20.03 FEET TO A POINT; 3) THENCE S 89°53'16" E A DISTANCE OF 21.84 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING AN AREA OF 0.436 ACRES (18992 SQUARE FEET), MORE OR LESS.

101 5TH AVENUE E, BRADENTON , FLORIDA 34203

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ALSO BEING A PORTION OF LOT 3 AND LOTS 10 THROUGH 17, AS WELL AS THE VACATED ALLEY BETWEEN LOTS 14 AND 15, BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, THENCE PROCEED SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF 2ND (SECOND) STREET (CITRUS STREET PER PLAT) RUN S 01°00'09" W A DISTANCE OF 127.44 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 5TH (FIFTH) AVENUE EAST (BRADENTOWN AVENUE PER PLAT); THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE RUN N 89°50'01" W A DISTANCE OF 354.32 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SOUTH TAMIAMI TRAIL; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY AND WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 123.25 FEET, A RADIUS OF 2811.79 FEET, A CHORD BEARING OF N 03°31'04" W, AND A CHORD LENGTH OF 123.24 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY RUN S 89°47'28" E A DISTANCE OF 110.90 FEET; THENCE N 03°20'57" W A DISTANCE OF 2.93 FEET; THENCE S 89°12'26" E A DISTANCE OF 40.58 FEET; THENCE N 00°25'21" E A DISTANCE OF 3.20 FEET TO A POINT ON AN UNNAMED ALLEY (10 FEET WIDE PER PLAT); THENCE ALONG THE SOUTH LINE OF SAID ALLEY RUN S 89°31'24" E A DISTANCE OF 212.80 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL HAVING AN AREA OF 1.042 ACRES (45,399 SQUARE FEET), MORE OR LESS.



THIS IS NOT A SURVEY

JOB NUMBER: 23-4554.11	**DRAWN BY:** WA - 01/17/2024
REVIEWED BY: AJ	**SHEET:** 1 OF 2

THIS SHEET IS ONLY ONE SHEET OF A TWO SHEET SKETCH AND DESCRIPTION. THIS SHEET IS NOT CONSIDERED VALID WITHOUT THE ACCOMPANYING SKETCH.

PETER G. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER NO. LS5913
STATE OF FLORIDA
FLORIDA C.O.A. LB8173

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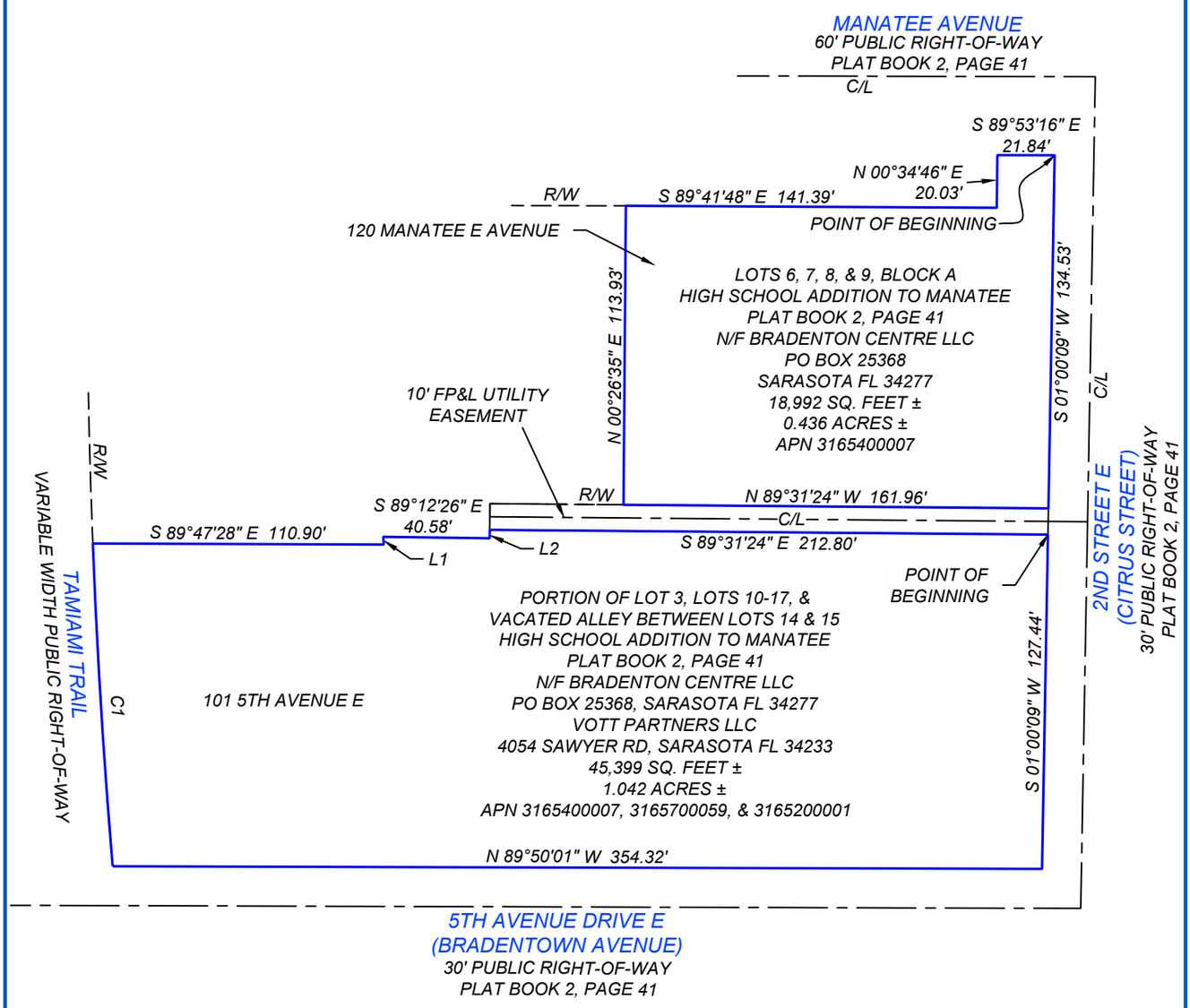
SKETCH AND DESCRIPTION

120 MANATEE E AVENUE & 101 5TH AVENUE E, BRADENTON , FLORIDA 34203



LINE & CURVE TABLES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2811.79'	123.25'	123.24'	N 03°31'04" W	2°30'41"

LINE	BEARING	DISTANCE
L1	N 03°20'57" W	2.93'
L2	N 00°25'21" E	3.20'

N

1" = 30'
GRAPHIC SCALE

0 15' 30'

PETER G. JOHNSON
LICENSE NUMBER
5913
STATE OF
FLORIDA
Professional Surveyor and Mapper

LEGEND

R/W	RIGHT-OF-WAY LINE
C/L	CENTERLINE
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	CENTERLINE OF ROAD
	EASEMENT LINE

THE BASIS OF BEARING FOR THIS EXHIBIT IS GRID NORTH PER FLORIDA STATE PLANE COORDINATE SYSTEM, NAD83-2011.

THIS IS NOT A SURVEY

JOB NUMBER: 23-4554.11	**DRAWN BY:** WA - 01/17/2024
REVIEWED BY: AJ	**SHEET:** 2 OF 2

THIS SHEET IS ONLY ONE SHEET OF A TWO SHEET SKETCH AND DESCRIPTION. THIS SHEET IS NOT CONSIDERED VALID WITHOUT THE ACCOMPANYING DESCRIPTION.

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ALTA/NSPS LAND TITLE SURVEY

101 & 113 5TH AVENUE DRIVE EAST, 120 MANATEE AVENUE EAST, AND 126 5TH AVENUE EAST,

LOCATED IN: SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST

BRADENTON, MANATEE COUNTY, FLORIDA 34208

SITE INFORMATION

N/F: OWNERS: BRADENTON CENTRE, LLC & VOTT PARTNERS LLC
ADDRESSES: 101 & 113 5TH AVE DR E, 120 MANATEE AVE E,
AND 126 5TH AVE E, BRADENTON, FL 34208
APN'S: 3165200001, 3165700059, 3165400007, 3174200000, 3174300008, 3174500003, & 3174400006
95,745 ± SQUARE FEET, OR 2.198 ± ACRES

TITLE SEARCH INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE SEARCH REPORT, ORT FILE NO. 23074907, WITH AN EFFECTIVE DATE OF JULY 5, 2023 AT 8:00 A.M.

SCHEDULE A DESCRIPTION

Parcel 1:

Lots 1, 2 and Lot 3, less the South 30 feet of Lot 3, Lots 4, 5, 6 and 7, less State Road Right-of-Way; the North 12 feet of Lot 15, also the North 15 feet of the West 18 feet of Lot 16; the North 15 feet of Lot 17, and the North 15 feet of Lot 18, less that portion for highway right-of-way for State Road 55, of Block A, HIGH SCHOOL SUBDIVISION a/k/a HIGH SCHOOL ADDITION TO MANATEE, according to the plat thereof recorded in Plat Book 2, Page 41, of the Public Records of Manatee County, Florida.

Lying and being in Section 25, Township 34, South, Range 17 East, Manatee County, Florida.

Together with:

Lots 8, 9, 10 and 11, Block A, HIGH SCHOOL ADDITION, less highway right-of-way for State Road 55 off of Lots 8 and 9, High School Subdivision a/k/a High School Addition to Manatee, according to the plat thereof recorded in Plat book 2, Page 41, of the Public Records of Manatee County, Florida.

Lying and being in Section 25, Township 34 South, Range 17 East, Manatee County, Florida.

Parcel 2:

The South 30 feet of Lot 3, Block A, HIGH SCHOOL ADDITION; Lot 16, less the North 15 feet of the West 18 feet; Lot 17, less the North 15 feet thereof, and also less that part of Lot 17 taken by State Road 55 within 53 feet of the center line of State Road 55; also Lot 18 less the North 15 feet thereof and also less Highway right-of-way for State Road 55; Block A, HIGH SCHOOL ADDITION, as per plat thereof recorded in Plat Book 2, Page 41, of the Public Records of Manatee County, Florida.

Parcel 3:

Lots 12, 13, 14, and 15, less the North 12 feet of Lot 15, Block A, HIGH SCHOOL SUBDIVISION a/k/a HIGH SCHOOL ADDITION TO MANATEE, according to the plat thereof recorded in Plat Book 2, Page 41, of the Public Records of Manatee County, Florida and that vacated alley lying between Lots 14 and 15, Block A, HIGH SCHOOL SUBDIVISION a/k/a HIGH SCHOOL ADDITION TO MANATEE, according to the plat thereof recorded in Plat Book 2, Page 41, of the Public Records of Manatee County, Florida.

And

Lot 8 and the East half of Lot 7, Block I, HIGH SCHOOL SUBDIVISION a/k/a HIGH SCHOOL ADDITION TO MANATEE, according to the plat thereof recorded in Plat Book 2, Page 41, of the Public Records of Manatee County, Florida.

All of the above lands lying and being in Section 25, Township 34, South, Range 17 East, Manatee County, Florida.

NOTES CORRESPONDING TO SCHEDULE B

(8) — *UNRECORDED LEASE BY AND BETWEEN BRADENTON CENTRE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND STARBUCKS CORPORATION, A WASHINGTON CORPORATION DATED DECEMBER 10, 2007, AMENDED BY FIRST AMENDMENT DATED AUGUST 4, 2008, AS EVIDENCED BY MEMORANDUM OF LEASE RECORDED IN O.R. BOOK 2275, PAGE 3319, TOGETHER WITH SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RECORDED IN O.R. INSTRUMENT NO. 202041031714, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. (AS TO PARCEL 1)*
(AFFECTS, PLOTTED AS SHOWN)

(9) — *FENCE WAIVER WITH THE CITY OF BRADENTON AS RECORDED IN O.R. BOOK 2307, PAGE 5537, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. (AS TO PARCEL 2)*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(11) — *ALL MATTERS CONTAINED ON THE PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

PARKING INFORMATION

REGULAR= 20
HANDICAP= 1
TOTAL= 21

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NOS. 12081C0302F & 12081C0306F, WHICH BOTH BEAR AN EFFECTIVE DATE OF 08/10/2021 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE "X" IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

BASIS OF BEARING

THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH BASED ON THE NORTH LINE OF THE SUBJECT PROPERTY, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF MANATEE AVENUE EAST. THE BEARING IS DENOTED AS S 89°41'48" E PER GPS COORDINATE OBSERVATIONS FLORIDA STATE PLANE, WEST ZONE NAD83.
LATITUDE = 27°29'40.4519"
LONGITUDE = -82°33'44.9229"
CONVERGENCE ANGLE = -00°15'34.86"

SIGNIFICANT OBSERVATIONS

NONE OBSERVED AT THE TIME OF THE ALTA/NSPS SURVEY.

UTILITY INFORMATION

THE UTILITIES SHOWN ON THIS DRAWING HEREON HAVE BEEN LOCATED BY FIELD MEASUREMENTS, UTILITY MAP DRAWINGS, AND 811 DIG UTILITY LOCATE REQUEST. BLEW AND ASSOCIATES MAKES NO WARRANTY TO THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ANY AND ALL UTILITIES PRIOR TO CONSTRUCTION. TICKET NUMBERS: 198304154, 198304962, & 198305024

COMPANY	*RESPONSE*
CHARTER COMMUNICATIONS	*CLEAR NO FACILITIES*
CITY OF BRADENTON	*MARKED*
CROWN CASTLE NG	*CLEAR NO FACILITIES*
FLORIDA POWER & LIGHT--MANATEE	*CLEAR NO FACILITIES*
FRONTIER COMMUNICATIONS	*CLEAR NO FACILITIES*
MANATEE COUNTY TRANSPORTATION DEPARTMENT	*ACTIVE FACILITIES ARE PRESENT*
MANATEE COUNTY UTILITY OPERATIONS	*ACTIVE FACILITIES ARE PRESENT*
MCI	*UNMARKED*
TECO PEOPLES GAS- SARASOTA	*CLEAR NO FACILITIES*
UNITI FIBER LLC	*CLEAR NO FACILITIES*
ZAYO GROUP / FORMERLY LIGHTWAVE, LLC	*CLEAR NO FACILITIES*

ZONING INFORMATION

PROPERTY IS CURRENTLY ZONED:
AWAITING ZONING REPORT

ITEM	*REQUIRED*	*OBSERVED*
PERMITTED USE		*COMMERCIAL / VACANT*
MIN. LOT AREA		*95,745 SQ. FT.*
MIN. LOT WIDTH		*60.00'*
MAX. BLDG COVERAGE		*1.8%±*
MIN. SETBACKS FRONT		*29.5'*
MIN. SETBACKS SIDE		*87.5'*
MIN. SETBACKS REAR		*26.5'*
MAX. BUILDING HEIGHT		*20.6'*
PARKING REGULAR		*20*
PARKING HANDICAP		*1*
PARKING TOTAL		*21*

PARKING INFORMATION:

NOTES:
Because there may be a need for interpretation of the applicable zoning codes, we refer you to Manatee County for zoning laws and applicable codes.

ZONING PROVIDED BY:

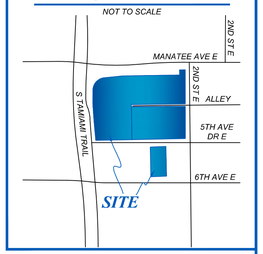
SEE SHEET 2 OF 2 FOR THE ALTA SURVEY DRAWING

GENERAL NOTES

1. *SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.*
2. *DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.*
3. *IN REGARD TO ALTA/NSPS TABLE A ITEM 16, THERE WAS NO OBSERVABLE EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS EXCEPT AS SHOWN HEREON.*
4. *IN REGARD TO ALTA/NSPS TABLE A ITEM 17, THERE WERE NO KNOWN PROPOSED CHANGES IN RIGHT OF WAY LINES, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS EXCEPT AS SHOWN HEREON.*
5. *AT THE TIME OF THE ALTA/NSPS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.*
6. *AT THE TIME OF THE ALTA/NSPS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A CEMETERY, ISOLATED GRAVE SITE OR BURIAL GROUNDS.*
7. *COMPLETED FIELD WORK WAS AUGUST 20, 2023.*
8. *THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENT.*
9. *THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF 5TH AVENUE DRIVE EAST AND 2ND STREET EAST, WHICH IS LOCATED AT THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY.*
10. *THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO MANATEE AVENUE EAST, 2ND STREET EAST, 5TH AVENUE DRIVE EAST, SOUTH TAMIAMI TRAIL, AND AN ALLEY, ALL BEING A PUBLICLY DEDICATED RIGHTS-OF-WAY.*
11. *EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.*
12. *NO SURVEYOR OR ANY OTHER PERSON OTHER THAN A LICENSED FLORIDA ATTORNEY MAY PROVIDE LEGAL ADVICE CONCERNING THE STATUS OF TITLE TO THE PROPERTY DESCRIBED IN THIS SURVEY ("THE SUBJECT PROPERTY"). THE PURPOSE OF THIS SURVEY, AND THE COMMENTS RELATED TO THE SCHEDULE B-II EXCEPTIONS, IS ONLY TO SHOW THE LOCATION OF BOUNDARIES AND PHYSICAL OBJECTIONS IN RELATION THERETO. TO THE EXTENT THAT THE SURVEY INDICATES THAT THE LEGAL INSTRUMENT "AFFECTS" THE SUBJECT PROPERTY, SUCH STATEMENT IS ONLY INTENDED TO INDICATE THAT PROPERTY BOUNDARIES INCLUDED IN SUCH INSTRUMENT INCLUDE SOME OR ALL OF THE SUBJECT PROPERTY. THE SURVEYOR DOES NOT PURPORT TO DESCRIBE HOW SUCH INSTRUMENT AFFECTS THE SUBJECT PROPERTY OR THE ENFORCEABILITY OR LEGAL CONSEQUENCES OF SUCH INSTRUMENT.*
13. *NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM MANATEE COUNTY GIS.*
14. *THE SUBJECT PROPERTY SHOWN HEREON FORMS A MATHEMATICALLY CLOSED FIGURE AND IS CONTIGUOUS WITH THE ADJOINING PUBLIC RIGHT-OF-WAY AND/OR ADJOINING PARCELS WITH NO GAPS OR OVERLAPS.*
15. *ELEVATIONS ESTABLISHED WITH GPS OBSERVATIONS UTILIZING THE NATIONAL GEODETIC SURVEY (NGS) NETWORK WITH ORIGINATING BENCHMARK NGS PID: DO6888, VERTICAL DATUM BASED UPON NORTH AMERICAN VERTICAL DATUM (NAVD88) IN US SURVEY FEET. CONTOURS SHOWN ARE 1' INTERVALS*
PID: DO6888
PUBLISHED ELEVATION: 13.83'
MONUMENT DESCRIPTION: ALUMINUM ALLOY ROD W/O SLEEVE

VICINITY MAP

NOT TO SCALE



SURVEYOR'S CERTIFICATE

TO: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 6B, 7A, 7B1, 7C, 8, 9, 11A, 13, 14, 15, 16, AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 08/20/2023.

DATE OF PLAT OR MAP: 08/21/2023

PETER G. JOHNSON
LICENSE NUMBER
5913
STATE OF FLORIDA
Professional Surveyor and Mapper

PETER G. JOHNSON
PROFESSIONAL SURVEYOR AND MAPPER LS5913
STATE OF FLORIDA
FLORIDA C.O.A. LB8173

DATE	*REVISION HISTORY*	*BY*

BLEW & ASSOCIATES, P.A.
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SURVEYOR JOB NUMBER: *23-4554*	***SURVEY DRAWN BY:*** *AK - 08/21/2023*
SURVEY REVIEWED BY: *LT*	***SHEET:*** *1 OF 2*

ALTA/NSPS LAND TITLE SURVEY

TREE TABLE

TAG	TRUNK	TREE TYPE
T1	18"	PALM
T2	13"	PALM
T3	12"	PALM
T4	12"	PALM
T5	17"	PALM
T6	20"	PALM
T7	15"	PALM
T8	13"	PALM
T9	54"	ELM
T10	13"	PALM
T11	12"	PALM
T12	14"	PALM
T13	12"	PALM
T14	10"	PALM
T15	11"	PALM
T16	12"	PALM
T17	12"	OAK
T18	18"	COASTAL LIVE OAK
T19	19"	COASTAL LIVE OAK
T20	16"	COASTAL LIVE OAK
T21	12"	PALM
T22	8"	POPLAR
T23	8"	POPLAR
T24	24"	COASTAL LIVE OAK
T25	12"	POPLAR
T26	22"	COASTAL LIVE OAK
T27	42"	COASTAL LIVE OAK
T28	9"	COASTAL LIVE OAK
T29	12"	COASTAL LIVE OAK
T30	12"	POPLAR
T31	8"	POPLAR
T32	9"	POPLAR
T33	40"	COASTAL LIVE OAK
T34	30"	COASTAL LIVE OAK
T35	25"	BUDDHIST PINE
T36	8"	JUNIPER
T37	8"	JUNIPER
T38	14"	DOGWOOD
T39	14"	OAK
T40	12"	OAK
T41	14"	OAK
T42	10"	OAK
T43	7"	OAK
T44	27"	OAK
T45	15"	PALM
T46	20"	JUNIPER
T47	10"	JUNIPER
T48	12"	JUNIPER
T49	13"	JUNIPER
T50	42"	OAK

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1(M)	2873.79'	0°29'51"	24.95'	N 02°02'06" W	24.95'
C2(M)	50.00'	83°45'22"	73.09'	N 44°07'02" E	66.75'
C3(M)	2873.79'	2°27'26"	123.25'	N 03°30'44" W	123.24'

PARCEL DETAILS

PARCEL 1 (I)
LOTS 1, 2, & 3, LESS THE SOUTH 30' OF LOT 3,
LOTS 4, 5, 6, & 7, LESS STATE ROAD RIGHT-OF-WAY,
NORTH 12' OF LOT 15,
NORTH 15' OF THE WEST 18' OF LOT 16,
NORTH 15' OF LOT 17,
AND NORTH 15' OF LOT 18, LESS THAT PORTION
FOR HIGHWAY RIGHT-OF-WAY FOR STATE ROAD 55,
BLOCK A, HIGH SCHOOL SUBDIVISION, PLAT BK. 2, PG. 41
N/F: OWNER: BRADENTON CENTRE, LLC
ADDRESS: 102 MANATEE AVE E,
BRADENTON, FL 34208
APN: 3165400007
AREA: 43,340 SQ. FT. / 0.995 ACRES±

PARCEL 1(II) - TOGETHER WITH
LOTS 8, 9, 10, & 11, LESS HIGHWAY
RIGHT-OF-WAY FOR STATE ROAD 55,
BLOCK A, HIGH SCHOOL SUBDIVISION, PLAT BK. 2, PG. 41
ADDRESS: 120 MANATEE AVE E,
BRADENTON, FL 34208
APN: 3165400007
AREA: 10,540 SQ. FT. / 0.242 ACRES±

PARCEL 2
SOUTH 30' LOT 3,
LOT 16, LESS THE NORTH 15' OF THE WEST 18'.
LOT 17, LESS THE NORTH 15'; LESS PART TAKEN BY STATE ROAD 55,
LOT 18, LESS THE NORTH 15'; LESS PART TAKEN BY STATE ROAD 55,
BLOCK A, HIGH SCHOOL SUBDIVISION, PLAT BK. 2, PG. 41
N/F: OWNER: VOTT PARTNERS LLC
ADDRESS: 101 5TH AVE DR E,
BRADENTON, FL 34208
APN: 3165200001
AREA: 13,168 SQ. FT. / 0.302 ACRES±

PARCEL 3 (I)
LOTS 12, 13, 14, AND 15, LESS THE NORTH 12' OF LOT 15
BLOCK A, HIGH SCHOOL SUBDIVISION, PLAT BK. 2, PG. 41
N/F: OWNER: VOTT PARTNERS LLC
ADDRESS: 113 5TH AVE DR E,
BRADENTON, FL 34208
APN: 3165700059
AREA: 21,690 SQ. FT. / 0.498 ACRES±

PARCEL 3 (II)
LOT 8 & THE EAST HALF OF LOT 7,
BLOCK A, HIGH SCHOOL SUBDIVISION, PLAT BK. 2, PG. 41
N/F: OWNER: VOTT PARTNERS LLC
ADDRESS: 126 5TH AVE DR E,
BRADENTON, FL 34208
APN: 3174300008
AREA: 7,007 SQ. FT. / 0.161 ACRES±

TOTAL AREA: 95,745 SQ. FT. / 2.198 ACRES±

N

W E

S

SCALE: 1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

LEGEND & SYMBOLS

- FOUND MONUMENT AS NOTED
- SET MONUMENT AS NOTED
- COMPUTED POINT
- SET TEMPORARY BENCHMARK
- HANDICAP PARKING
- POWER POLE
- GUY WIRE ANCHOR
- LIGHT
- ELECTRIC VAULT
- ELECTRIC METER
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- FIBER OPTIC VAULT
- TELEPHONE PEDESTAL
- STORM MANHOLE
- CURB INLET W/ DRAIN GRATE
- DRAIN GRATE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- GREASE TRAP
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- IRRIGATION CONTROL VALVE
- BOLLARD
- SIGN
- KCP PEDESTRIAN CROSSING POLE
- WP WOOD POST
- UTILITY MANHOLE
- MAILBOX
- UTILITY VAULT
- DECIDUOUS TREE
- CONIFEROUS TREE
- (M) MEASURED/CALCULATED DIMENSION
- (R) RECORD DIMENSION
- N/F NOW OR FORMERLY
- BHL BUILDING HEIGHT LOCATION
- FFE FINISHED FLOOR ELEVATION
- PS PARKING SPACE(S)
- AP ASPHALT
- AR ADA RAMP
- BR BRICK
- CB CONCRETE BASE
- CLF CHAINLINK FENCE
- CN CONCRETE
- CP CONCRETE PAVERS
- CS CONCRETE SIDEWALK
- CW CONCRETE WALL
- DU DUMPSTER
- GR GRAVEL
- MC MOUNTABLE CURB
- MOS METAL OVERHANGING SIGN
- MP METAL POLE
- OV OVERHANG
- SWG SWINGING GATE
- BB BOTTOM OF BANK
- BOC BACK OF CURB
- CR CROWN OF ROAD
- EA EDGE OF ASPHALT
- EC EDGE OF CONCRETE
- EG EDGE OF GRAVEL
- FL FLOW LINE
- NG NATURAL GROUND
- TA TOP OF ASPHALT
- TB TOP OF BANK
- TC TOP OF CONCRETE
- WIF WROUGHT IRON FENCE
- HDPP HIGH DENSITY POLYETHYLENE PIPE
- RCP REINFORCED CONCRETE PIPE
- BOUNDARY LINE
- EASEMENT LINE
- SETBACK LINE
- R/W RIGHT-OF-WAY LINE
- C/L CENTERLINE
- FENCE LINE
- OHP OVERHEAD POWER LINE
- UGT UNDERGROUND TELEPHONE LINE
- WL UNDERGROUND WATER LINE
- GAS UNDERGROUND GAS LINE
- SS SANITARY SEWER LINE
- SD STORM SEWER LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1(M)	N 85°33'53" E	71.05'
L2(M)	S 89°41'48" E	226.90'
L3(M)	N 00°34'46" E	20.03'
L4(M)	S 89°53'16" E	21.84'
L5(M)	S 01°00'09" W	134.53'
L7(M)	N 89°12'26" W	40.58'
L8(M)	S 03°20'57" E	2.93'
L9(M)	N 89°47'28" W	110.98'
L10(M)	N 01°26'24" E	50.77'
L11(M)	S 89°31'24" E	212.80'
L12(M)	S 01°00'09" W	127.44'
L13(M)	N 89°50'01" W	354.32'
L14(M)	S 00°25'21" W	122.90'
L15(M)	S 00°25'21" W	13.20'
L16(M)	S 89°50'01" E	59.82'
L17(M)	S 00°23'45" W	117.15'
L18(M)	N 89°50'01" W	59.82'
L19(M)	N 00°23'45" E	117.15'
L20(M)	S 89°50'01" E	81.72'
L21(M)	S 00°21'07" W	110.13'
L22(M)	S 49°11'55" W	10.70'
L23(M)	N 89°50'01" W	73.76'

BASIS OF BEARINGS

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 23-4554	**SURVEY DRAWN BY:** AK - 08/21/2023
SURVEY REVIEWED BY: LT	**SHEET:** 2 OF 2

Proposed Features:

Feature	Description
	Property Line
	Onsite Property Line
	Offsite Property Line
	Right-Of-Way Line
	Setback Line
	Easement Line
	Zoning Limite
℄	Street / Drive Centerline
	Curb And Gutter (See Site Plan For Size)
	Thickened Edge Of Pavement
	Edge Of Gravel
	Firelane Striping
	Asphalt Pavement (See Detail Sheet For Pavement Sections)
	Concrete Pavement (See Detail Sheet For Pavement Sections)
	Concrete Sidewalk (See Site Plan For Dimensions)
X	General Fence Line (See Plan For Type)
	Chain Link Fence Line
	Board Fence Line
20 SPACES	Parking Counter
STORM CATCH BASIN TYPE P-1 / STORM CATCH BASIN TYPE P-2 / STORM CATCH BASIN TYPE P-3 / STORM CATCH BASIN TYPE P-4 / STORM CATCH BASIN TYPE P-5 / STORM CATCH BASIN TYPE P-6	Storm Catch Basin(s)
	Retaining Wall
	See Utility Plan For Line Sizes
	Gate Valve
	Fire Hydrant & Assembly
	Water Meter - Single
	Water Meter - Double
	Sanitary Sewer Manhole
	Utility Pole
	Light Pole

Note:

- Only Symbols That Appear On This Sheet Are Shown In This Legend.
- See Survey For Existing Features Legend.
- See Cover Sheet For Abbreviation List.

Site General Notes:

- Dimensions are measured from the Face of Curb, the Edge of Pavement, the Edge of Sidewalk the Face/Corner of the Building(s) or the Center/End of Stripe.
- All radii shall be 4 foot at Face of Curb unless otherwise specified.
- Layout of Site Plan is based on and limited to survey information.
- All Curb & Gutter shall be 24" wide per detail sheet.
- All Pavement Marking shall be applied in accordance with the requirements outlined in the most current edition of the "Manual on Uniform Traffic Control Devices" (MUTCD).
- All Signs, Traffic Control Devices, etc. shall follow the guidelines of the MUTCD.
- The Contractor shall refer to the Architectural drawings for Building Floor plans and Dimensions, Wall Sections, Door Openings, Building Utility Entrance Points, etc. The Contractor shall immediately notify the Architect and Engineer in the event that the Civil Site Plans Building Layout does not match the Architectural drawings.
- All handicap spaces shall be striped / marked in accordance with the handicap striping detail.
- All pavement indicated shall be standard duty bituminous pavement unless otherwise noted on plan. The pavement shall be constructed in accordance with the pavement section detail.
- It is the Contractor's responsibility to calculate construction staking coordinates according to the dimensions shown on these plans. The Contractor shall verify the accuracy of the coordinates shown on the plans and notify the Engineer of any irregularities before construction starts.
- All ramps shall have detectable truncated dome panels per A.D.A. and city standards and the detail sheet

Site Plan Notes:

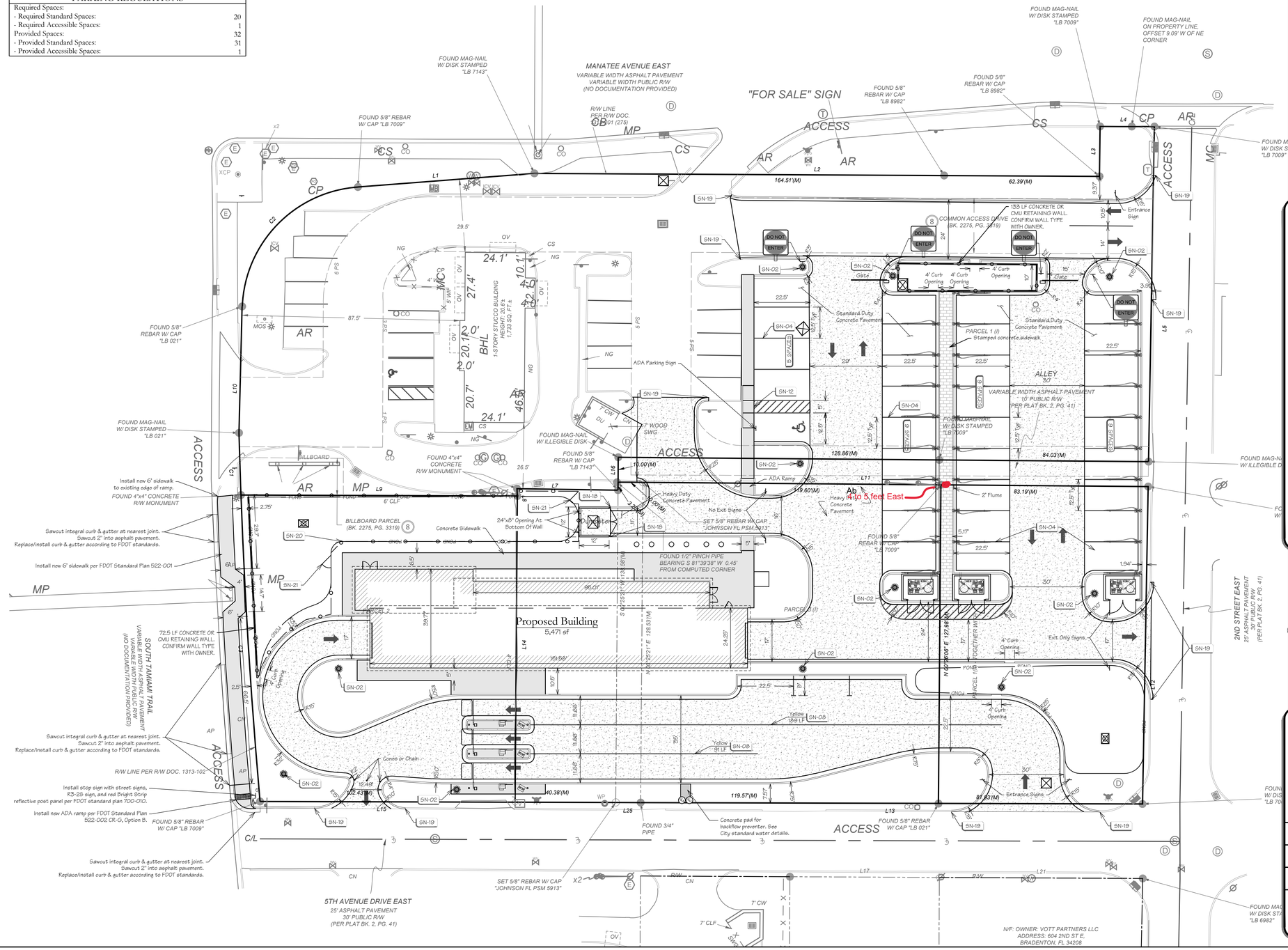
SN-02	Street Light per Municipal Standards.
SN-04	4" Painted Yellow Striping
SN-08	4" Wide Single Lane Striping - Per M.U.T.C.D. (See Plan for Length and Color)
SN-12	Accessible Ramp in Sidewalk
SN-18	End of Curb
SN-19	Taper curb to match existing
SN-20	6' Tall Chainlink Fence - Coordinate manufacturer with architect
SN-21	5' Wide Fence Gate

Site Information:

PROPERTY INFORMATION		
Gross Site Area:	95,745.00 sf	2.20 acres
Proposed Dedicated R.O.W:	0.00 sf	0.00 acres
Net Site Area:	95,745.00 sf	2.20 acres
Zoning:		Commercial / Vacant
ZONING REGULATIONS		
Front Setback:		0' to 8' max
Side Setback:		0' to 24' max
Rear Setback:		3' min
Lot Coverage:		80% max
Max Building Height:		5 Stories
SITE INFORMATION		
Total Paved Area:	54,450.00 sf	1.25 acres
Total Sidewalk Area:	3,472.00 sf	0.08 acres
Total Building Footprint Area:	7,204.00 sf	0.17 acres
Total Impervious Area:	65,126.00 sf	68.0%
Total Pervious Area:	30,619.00 sf	32.0%
PARKING REGULATIONS		
Required Spaces:		
- Required Standard Spaces:		20
- Required Accessible Spaces:		1
Provided Spaces:		32
- Provided Standard Spaces:		31
- Provided Accessible Spaces:		1

Sign Legend

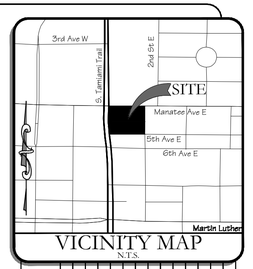
Symbol	Code	Description	Size	Post Type
HANDICAP PARKING ONE VAN ACCESSIBLE	-	Handicap Sign	12 x 18	U-Channel
DO NOT ENTER	R5-1	Do Not Enter Sign	30 x 30	U-Channel





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

GRAPHIC SCALE
30' 0 15' 30' 60' 90'
(IN FEET)
1 inch = 20 ft



VICINITY MAP
N.T.S.

REVISIONS:

No:	DESCRIPTION:	DATE:
1	PER RED	. . . . .
2	PER RED	. . . . .

Development Plans For:

Happy Frog Car Wash

101 5th Ave Dr E Bradenton, Florida

Happy Frog, Bradenton, LLC
4054 Sawyer Road, Sarasota, FL 34233
(813) 796-7688

SEAL

NOT FOR CONSTRUCTION FOR REVIEW ONLY!!!

FIRM:

BLEW
Surveying | Engineering
Environmental

5102 S. Pinnacle Hills Pkwy
Rogers, Arkansas 72758
Office: (479) 443-4506
www.BLEWINC.com

Engineering Business Registry License № 36641

DATE:	JOB NUMBER:
2024-02-23	23-4554
DRAWN BY: K. Holt	REVIEWED BY: J. Du Quesne
DRAWING NAME: 23-4554 Civil 005.dwg	
SHEET NUMBER: C2	

p:\23-4554 cbre happy frog car wash bradenton, fl\civil drawings\23-4554 civil 005.dwg - Plotted on 4/5/2024 3:29:56 PM @ a scale of 1:1 to autocad pdf (smallest file).pc3 by Evan McMahon

Proposed Features:

Feature	Description
	Property Line
	Onsite Property Line
	Offsite Property Line
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	Easement Line
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	Thickened Edge Of Pavement
	Edge Of Gravel
	Asphalt Pavement (See Detail Sheet For Pavement Sections)
	Concrete Pavement (See Detail Sheet For Pavement Sections)
	Concrete Sidewalk (See Site Plan For Dimensions)
X	General Fence Line (See Plan For Type)
	Chain Link Fence Line
	Board Fence Line
DRAIN INLET MANHOLE VALVE CLEAN OUT BOX	Storm Catch Basin(s)
	Ditch Line
	Fault Line / Grade Change
	Storm Pipe (See Grading Plan For Type and Size)
	Retaining Wall
	See Utility Plan For Line Sizes
X"W	Water Line
	Tee, Cross, Bends, Gate Vale & Reducer
	Fire Hydrant & Assembly
W	Water Meter - Single
W	Water Meter - Double
X"FM	Sanitary Sewer Force Main
X"SS	Sanitary Sewer Line
	Sanitary Sewer Service
S	Sanitary Sewer Manhole
GAS	Gas Line
OHE	Overhead Electric Line
UGE	Underground Electric Line
C-TV	Cable Television Line
FO	Fiber Optic Line
OHT	Overhead Telephone Line
UGT	Underground Telephone Line
	Utility Pole
	Light Pole

Note:
- Only Symbols That Appear On This Sheet Are Shown In This Legend.
- See Survey For Existing Features Legend.
- See Cover Sheet For Abbreviation List.

Grading Notes:

PRE-CONSTRUCTION:

- Prior to start of site grading, erosion control measures shall be installed in accordance to the erosion control plan. These erosion control measures, as a minimum, shall include all silt fencing, temporary sediment ponds, temporary construction entrance, and any other measures necessary to ensure that sediment does not leave the site.
- Contractor shall notify the appropriate Utility Companies and the State One-Call System a minimum of 48 hours prior to any excavation for the location of all underground utility lines that will be affected by this development. Please note that existing utilities noted on plan have been located with all available information and that exact location of utility lines may not be accurate.
- A pre-construction meeting shall be held on site once ALL Erosion Control Measures have been installed and prior to any site grading / construction / demolition.

GENERAL:

- Contractor shall install/use all required equipment so as to comply with all safety standards dictated by OSHA, Federal, State, and Local Regulations.
- Contractor shall coordinate with appropriate Utility Company as listed on the cover sheet for adjustment of utility lines affected by cut and fill.
- Areas to be graded shall be cleared and grubbed so as to remove all organic material including but not limited to vegetation, trees, roots, debris or other materials that would affect the stability of the fill. If uncertainty exists as to the suitability of any material, the contractor shall have a Registered Geotechnical Engineer make the final determination.
- Contractor shall ensure that the fill material be free of organic materials, frozen materials, muck, highly compressible materials, rocks, rubbish, timber, brush, stumps, building debris, and other materials that would negatively affect the fill material.
- Contractor shall stock pile and maintain all good top soil removed from areas to be graded and filled for use in final grading all critical / unpaved areas.
- Contractor shall proof roll subgrade of all areas to be paved prior to installation of paving materials. Any soft areas shall be removed and replaced with select fill and compacted as noted in the pavement section shown on the detail sheet.
- Contractor shall employ a Geotechnical Engineering / Inspection Firm registered with the State of Arkansas for inspection and testing of subgrade for proper compaction (95% standard proctor).

STORM SYSTEM:

- All drainage structures under paved areas and / or areas expecting heavy duty traffic loading shall be designed to meet AASHTO Heavy Duty (H20) traffic loading.
- Storm pipe / box shall be bedded in accordance with the bedding detail and in accordance with the specifications of ASTM D2321 (latest edition available at http://www.ASTM.org).
- Storm system is measured from the center of the box and from the end of the flared end sections.
- Drainage structures shall be constructed so that the appropriate section of the box, such as the gutter for curb inlets, the grate for drop inlets, is at an elevation that will allow for the maximum drainage into the box in accordance with proposed grades and spot elevation shown on the plan. The contractor shall notify the engineer of record in the event of a discrepancy.
- All drainage structures located within the State or Local Right of Way shall be constructed in accordance with the specifications and details of the Appropriate Governing Agency.

POST-CONSTRUCTION:

- Contractor shall scarify any area to receive top soil to a min. depth of 3".
- All unpaved disturbed areas shall be graded smooth and receive a minimum of 4" of topsoil. The area shall be seeded and / or sodded in accordance with the landscape plan. The area shall be watered until a hardy cover of grass has been established and 80% of the site has been stabilized in accordance with ADEQ's Construction General Permit (ARR150000).
- Once the site has reached final stabilization in accordance to the requirements set forth in ADEQ's Construction General Permit, the contractor shall file a notice of termination.

Storm Sewer Schedule

Inlet Up	Top Elev.	Inv. Up	Length	Size	Type	Slope	Inv. Dn	Inlet Dn
				STORM LINE "A"				
A-4	13.59	11.90	29 LF	15"	RCP	@ 7.59%	9.70	A-3
A-3	13.39	9.70	205 LF	15"	RCP	@ 0.39%	8.90	A-2
A-2	14.40	8.90	75 LF	15"	RCP	@ 0.36%	8.62	A-1
A-1	13.50	8.62	10 LF	15"	RCP	@ 0.21%	8.60	A-0
A-4a	12.70	10.00	29 LF	8"	PVC	@ 1.03%	9.70	A-4
				STORM LINE "B"				
B-1	14.22	9.50	82 LF	15"	RCP	@ 0.73%	8.90	A-2
B-2	Existing	Existing	Existing	Existing	Existing	Existing	Existing	B-1
B-3	Existing	Existing	Existing	Existing	Existing	Existing	Existing	B-2
B-4	13.1	11.00	28 LF	8 LF	PVC	@ 4.64%	9.7	B-3
				STORM LINE "C"				
C-1	12.60	10.00	40 LF	15"	RCP	@ 2.75%	8.90	A-2

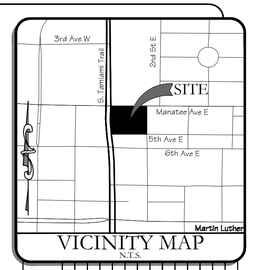
VERTICAL DATUM NOTE FROM SURVEY:

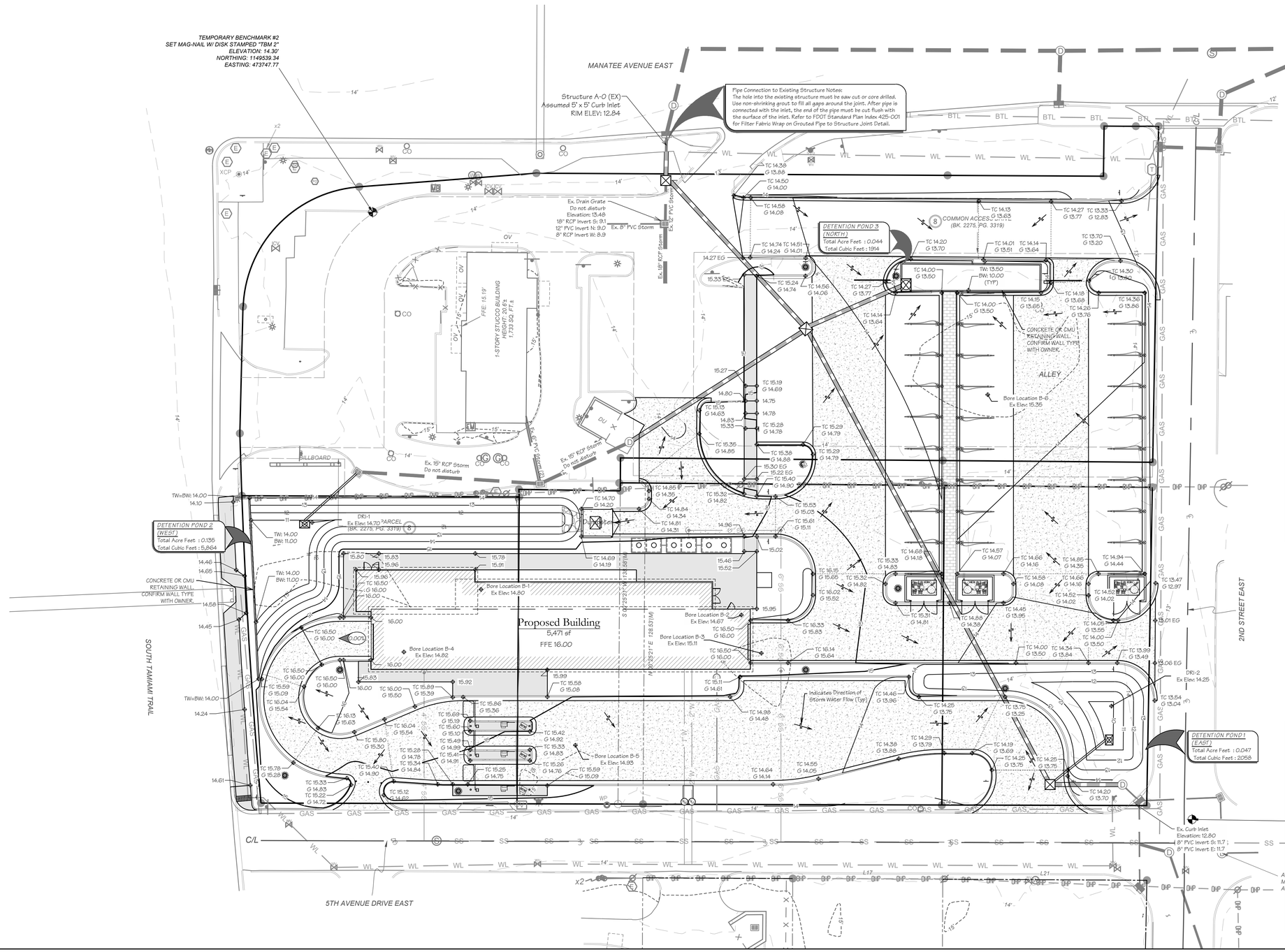
ELEVATIONS ESTABLISHED WITH GPS OBSERVATIONS UTILIZING THE NATIONAL GEODETIC SURVEY (NGS) NETWORK WITH ORIGINATING BENCHMARK NGS PID: DO6888, VERTICAL DATUM BASED UPON NORTH AMERICAN VERTICAL DATUM (NAVD88) IN US SURVEY FEET. CONTOURS SHOWN ARE 1' INTERVALS
PID: DO6888
PUBLISHED ELEVATION: 13.83'
MONUMENT DESCRIPTION: ALUMINUM ALLOY ROD W/O SLEEVE

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft

Know what's below. Call before you dig.





REVISIONS:

NO.	DESCRIPTION	DATE
1	PER RED	
2	PER RED	

NOT FOR CONSTRUCTION FOR REVIEW ONLY!!!

Grading Plan
-
Development Plans for:
Happy Frog Car Wash
101 5th Ave Dr E Bradenton, Florida

Happy Frog, Bradenton, LLC
4054 Sawyer Road, Sarasota, FL 34233
(813) 796-7688

BLEW
Surveying | Engineering
Environmental
5102 S. Pinnacle Hills Pkwy Office: (479) 443-4506
Rogers, Arkansas 72758 www.BLEWINC.com
Engineering Business Registry License № 36641

DATE:	JOB NUMBER:
2024-04-05	23-4554
DRAWN BY:	REVIEWED BY:
E. McMahon	J. Du Quesne
DRAWING NAME:	
23-4554 Civil 005.dwg	
SHEET NUMBER:	
C4	

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City of Bradenton
Planning and Community Development Department
City Council Public Hearing
December 18, 2024

Staff Report

Ordinance No.: 4051
Case No.: RV.24.3327
Applicant: Bill Galvano, Esq., Grimes Galvano (agent)
Address: 102 Manatee Ave. E., 120 Manatee Ave. E. and 113 5th Ave. Dr. E.
Parcel ID: 3165400007, 3165700059
Current Zoning: SD (Special District)
Future Land Use: UCBD (Urban Central Business District)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T5 (Urban Center Transect District)
South: T5 (Urban Center Transect District)
East: T5 (Urban Center Transect District)
West: T5 (Urban Center Transect District)

Future Land Use: North: UCBD (Urban Central Business District)
South: UCBD (Urban Central Business District)
East: UCBD (Urban Central Business District)
West: UCBD (Urban Central Business District)

The applicant has submitted a right-of-way vacation application requesting to vacate a 10-foot-wide alley located between properties located at 102 Manatee Avenue East, 120 Manatee Avenue East, 113 5th Avenue Drive East. The proposed vacation is approximately 2,129 sq. ft. or 0.049 acres in size.

The applicant is requesting the vacation in order to prepare the property for a future car wash. As part of the vacation request, Florida Power and Light (FPL) submitted a letter of approval with the stipulation that a 10-foot easement be recorded to protect their existing facilities on site.

History related to the property:

- Ordinance 3084 (adopted December 15, 2021): Amended Policy 1.2.1 of the Future Land Use Element of the City's Comprehensive Plan to allow auto-oriented uses, specifically including but not limited to car washes within parts of the UCBD district if approved by City Council.

- Ordinance 4012 (adopted on August 9, 2023): Property was rezoned from T5 to SD, to permit the proposed car wash called Happy Frog.

In review of the submitted application materials, it appears that specific items were not included as part of the submittal. Planning staff did notify the applicant about the missing items, but the applicant requested that the case continue to move forward (see Exhibit "G").

As of the completion and submission of this report on October 14, 2024, an approval letter from Frontier Communications remains omitted from the application submittal package.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public right-of-way. The section calls for the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, the subject right-of-way appears to be no longer needed by any public or public-serving agencies, but this cannot be confirmed without receiving letters from all agencies. As previously stated, FPL has requested that an easement be recorded to protect their existing facilities.

If approved by City Council, the City Clerk shall record the reversion of the subject of right-of-way to adjacent property owners (the applicant).

As exhibited in the submitted application materials, some private and public utilities that may utilize these right-of-way's have agreed to the vacations as they are no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 *Vacation of public rights-of-way or public easements.* The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 *Application.* Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 *Public Notice.* shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD

Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 *Review of Application.* The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience. Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 *Approval/Denial.*

a. Easement. City council may approve the vacation of an easement only with a favorable recommendation from the director of public works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 *Public Recording.* The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

COMPREHENSIVE PLAN:

Transportation Element:

Objective 1.5 Right-of-Way Preservation
Where transportation improvement projects are consistent with the goals and vision of the City as stated in the Comprehensive Plan, the City shall ensure that any needed right of way is protected and preserved.

Policy 1.5.1 Right-of-Way Contributions
The City shall seek donations or dedications of needed right-of-way by developers, where feasible.

Policy 1.5.2 Impact of Right-of-Way on Natural Systems
The City shall coordinate with land owners and governmental entities to ensure the location and design or roadway and public transit rights-of-way, and improvements therein, shall minimize direct and indirect impacts to jurisdictional wetland areas, rivers, lakes, and streams, as well as listed species.

Policy 1.5.3 Transit System Right-of-Way
The City shall consider, and include as necessary, transit and alternative mode corridor protection and reservation through the inclusion of appropriate bus and rail transit corridors, and alternative mode corridors on the Transportation Map series.

Policy 1.5.4 Provision of Adequate Access to Land Use Activities
To provide adequate access to land use activities, the City shall enforce policies, standards and regulations that relate the design, function and balance of the transportation facilities to the type, size and location of the land uses that they serve.

Staff Comments:

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.

2. It is in staff's opinion that the request is found to be consistent with the intent of Section 2.2.7 of the Land Use Regulations and the Transportation Element of the Comprehensive Plan.

3. It is in staff's opinion that the application remains incomplete although the applicant was made aware of the deficiencies from the original submittal date of March 27, 2024, and follow up submittal on August 9, 2024. It was also stated by staff during the September 18, 2024, Planning Commission meeting.

Should City Council approve of the subject application, staff recommends that the following stipulations considered.

1. An easement be recorded to meet the needs of Florida Power and Light.
2. Provide the city with an updated survey showing the vacation and the dedicated easement.

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** of Ordinance 4051, Case RV.24.3327 with the aforementioned stipulations (vote 5-0).

Respectfully submitted,

Gregory J. DeLong
Assistant PCD Director

EXHIBITS:

EXHIBIT A: Location Map

EXHIBIT B: Future Land Use Map

EXHIBIT C: Zoning Map

EXHIBIT D: Sketch of Description – Map of Right-of-Way

EXHIBIT E: Sketch of Description – Legal Description

EXHIBIT F: Boundary Survey

EXHIBIT G: Email Communication

EXHIBIT "A"
Location Map

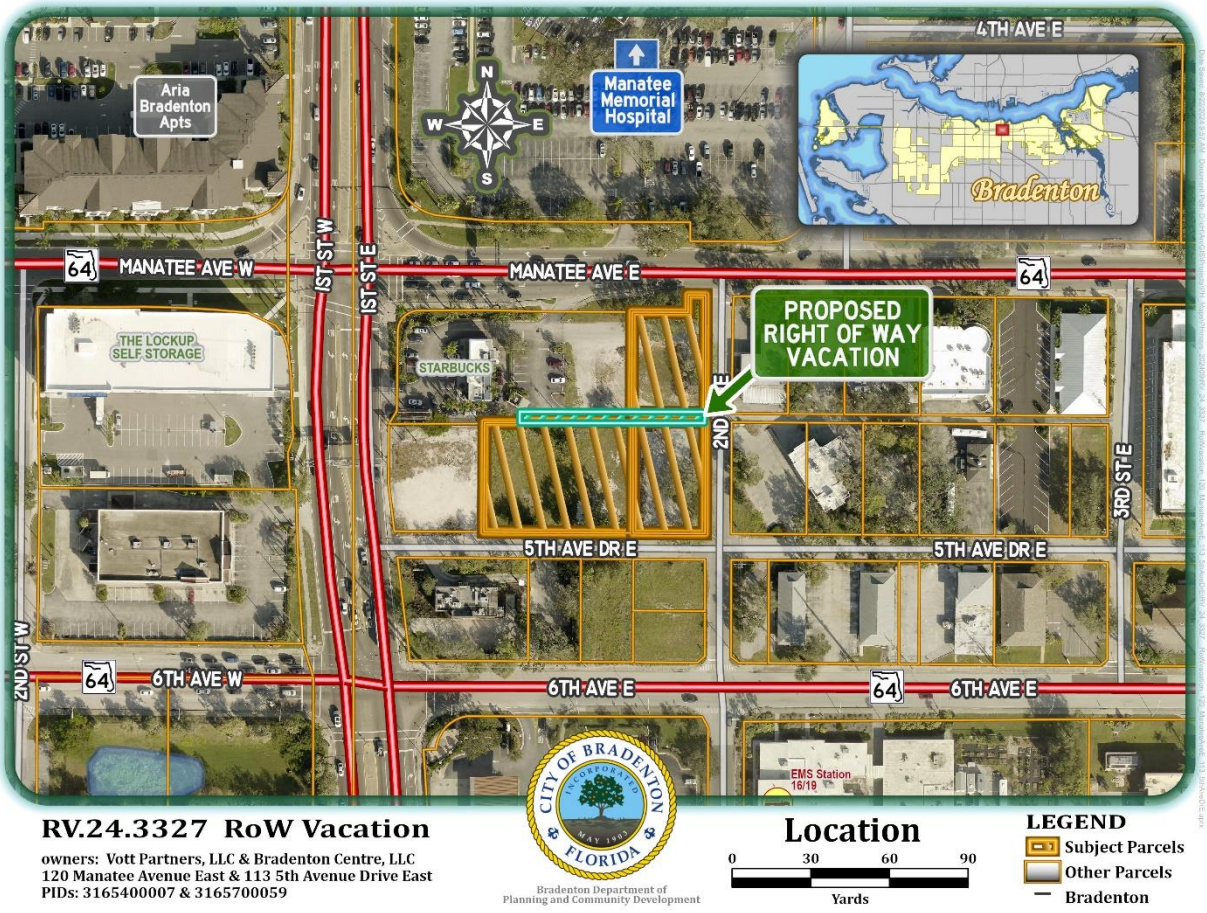


EXHIBIT "B"
Future Land Use Map

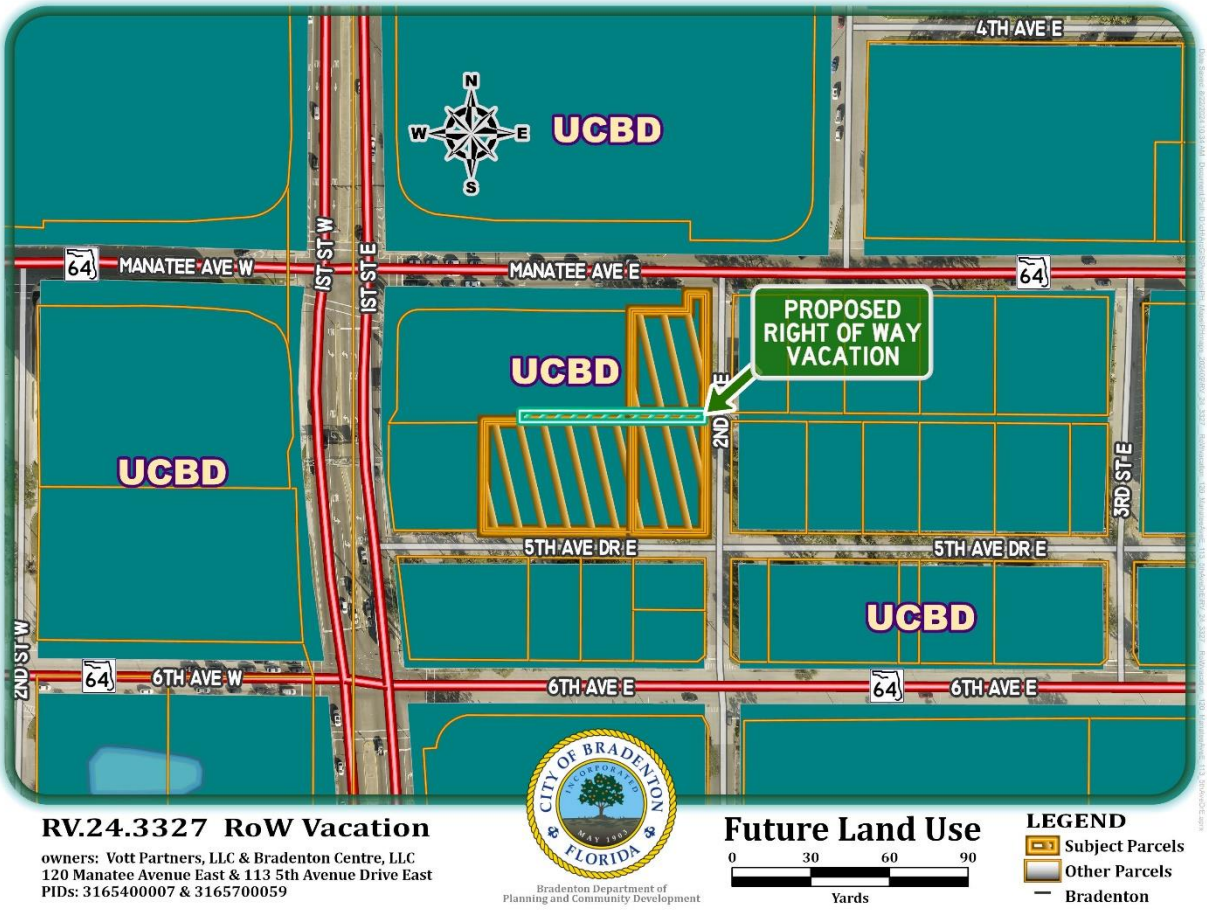


EXHIBIT "C"
Zoning Map

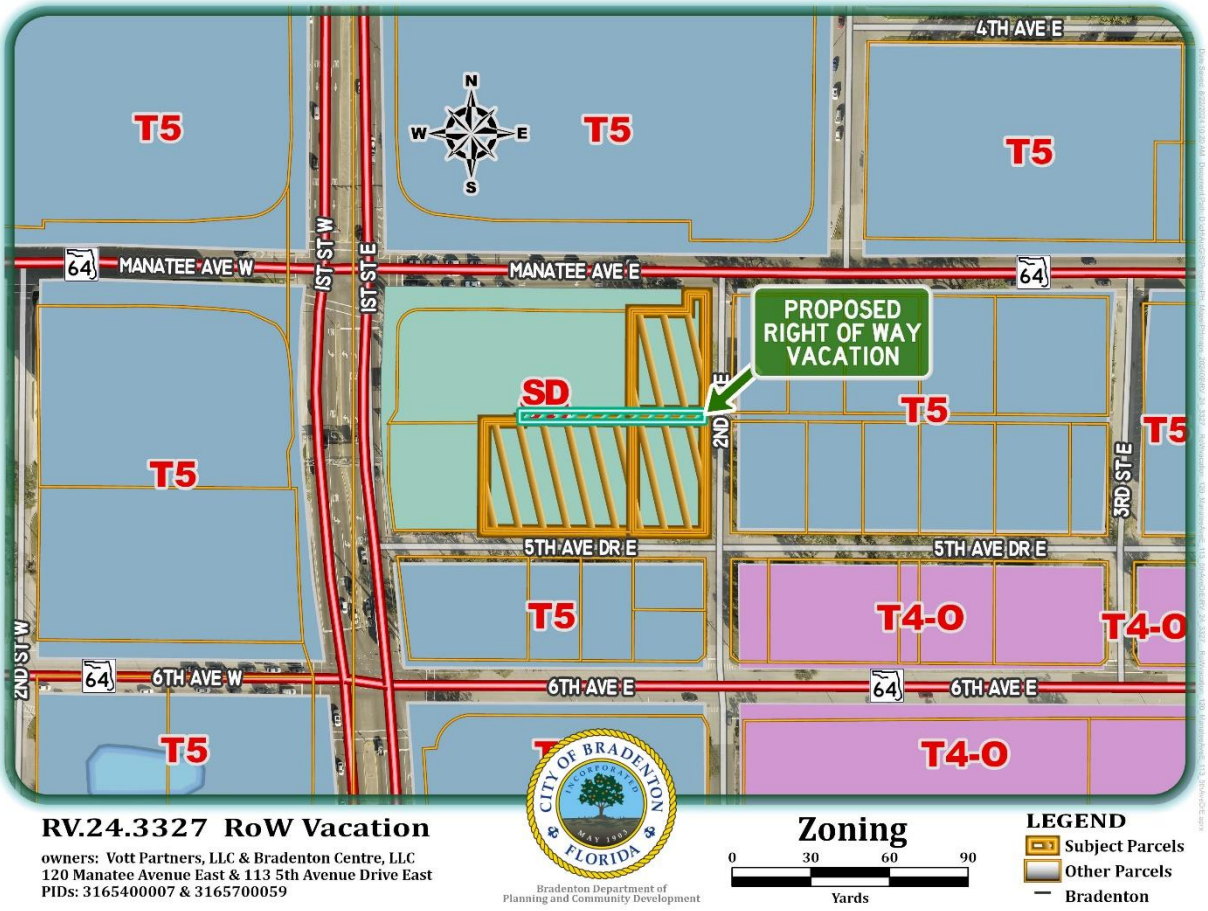


EXHIBIT "D"
Sketch of Description – Map of Right-of-Way

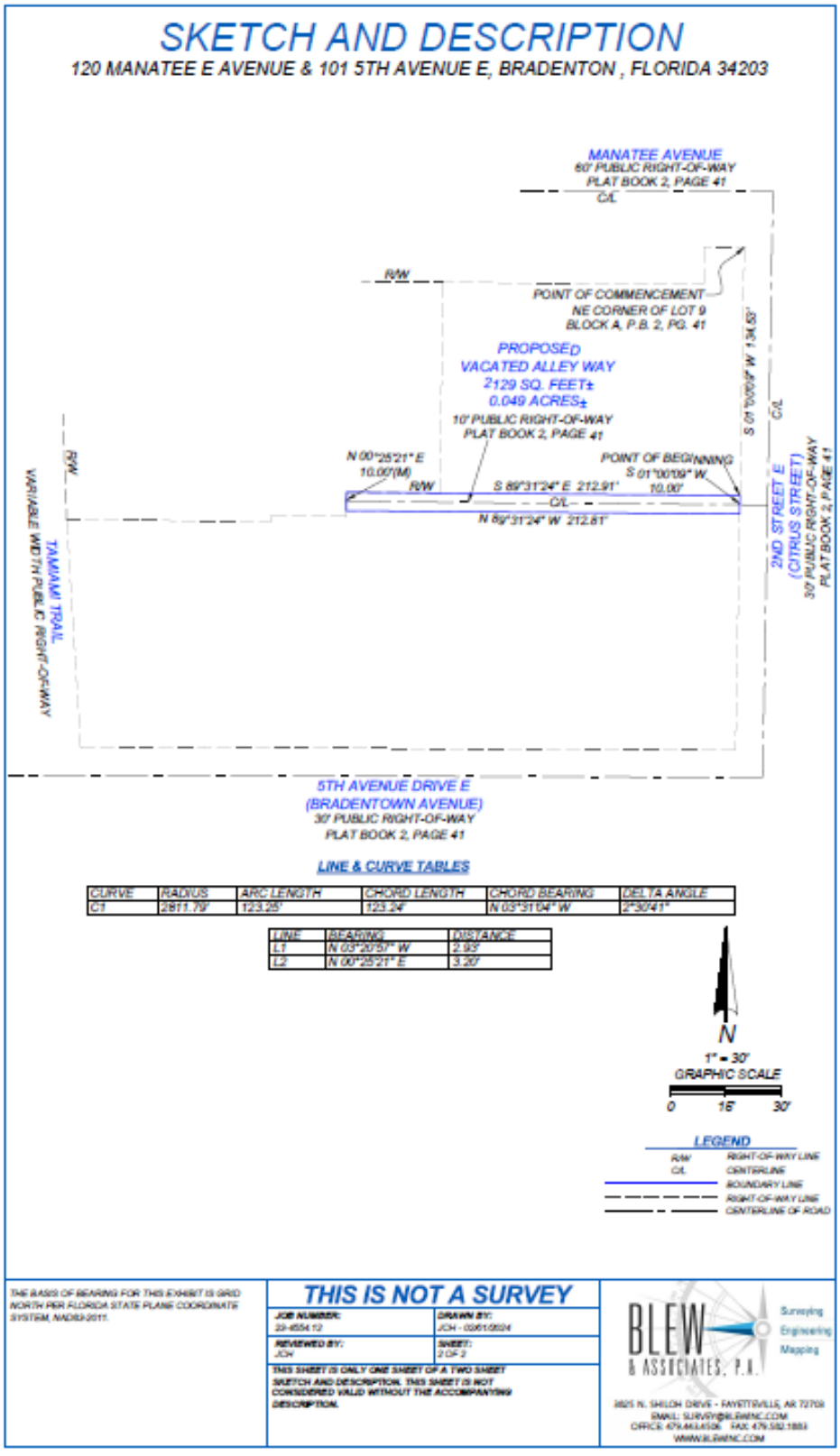


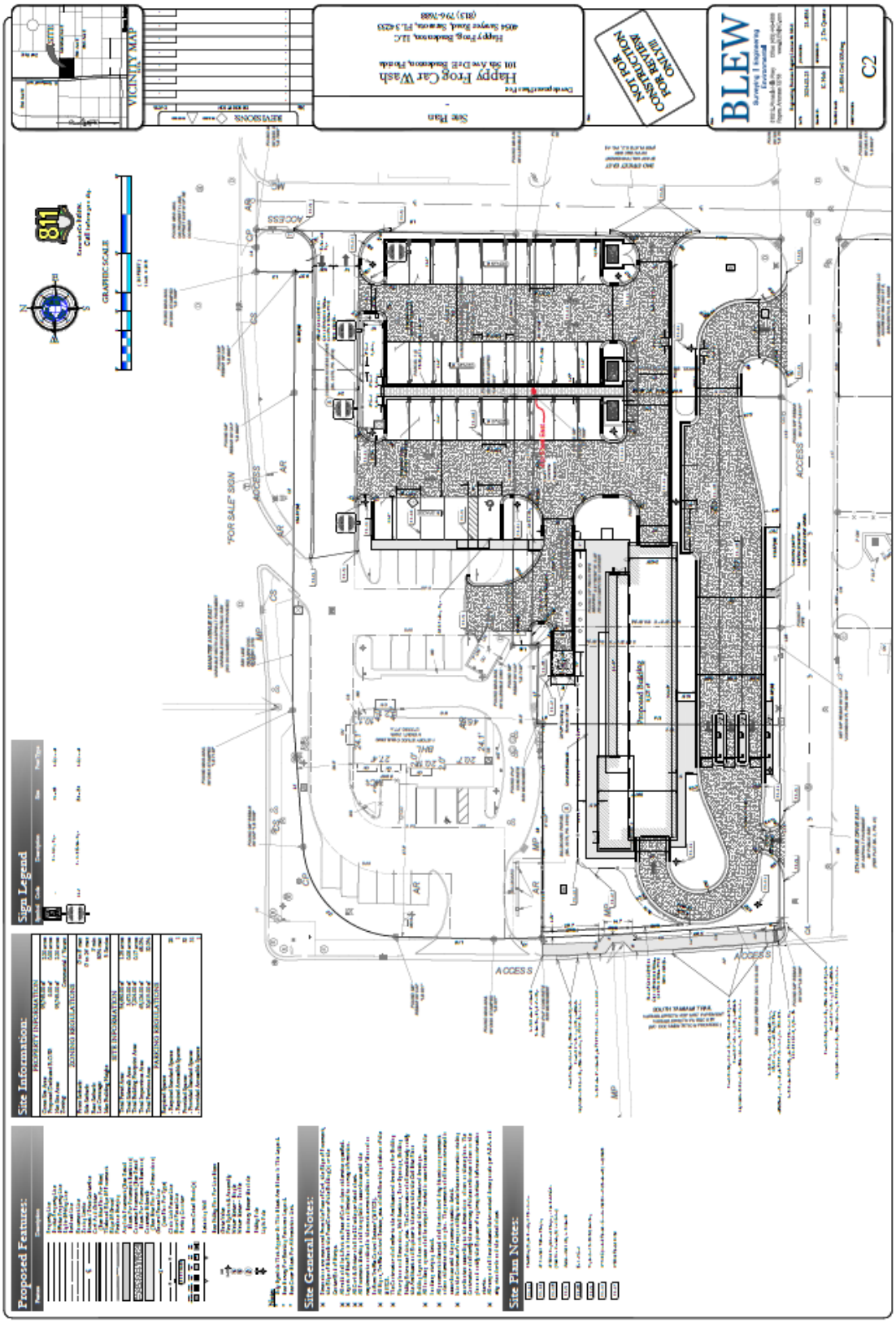
EXHIBIT "E"
Sketch of Description – Legal Description

PROPOSED VACATION OF 10' ALLEYWAY

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ALSO BEING THE 10' UNNAMED ALLEY BETWEEN LOTS 4-9 AND LOTS 10-14 OF BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT NINE (9), BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, THENCE PROCEED SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF 2ND (SECOND) STREET (CITRUS STREET PER PLAT) RUN S 01°00'09" W A DISTANCE OF 134.53 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF AN UNNAMED ALLEY (10 FEET WIDE) AND POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 2ND (SECOND STREET) RUN S 01°00'09" W A DISTANCE OF 10.00 FEET TO SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALLEY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY RUN OF SAID ALLEY RUN 89°31'24" W A DISTANCE OF 212.81 FEET TO THE SOUTHWEST CORNER OF SAID ALLEY, ALSO BEING THE NORTHWEST CORNER OF UNNAMED VACATED 10' ALLEY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID ALLEY, RUN N 00°25'21" W A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID ALLEY, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN S 89°31'24" E A DISTANCE OF 212.91 FEET TO POINT OF BEGINNING; SAID PARCEL HAVING AN AREA OF 0.049 ACRES (2,129 SQUARE FEET), MORE OR LESS.

EXHIBIT "F"
Boundary Survey



City Council
December 18, 2024

Case Number RV.24.3327 | Ordinance 4051

Request to vacate a platted 10-foot-wide alley located at 102 & 120 Manatee Avenue East and at 113 5th Avenue Drive East

Staff Contact: Greg DeLong; Asst. PCD Director

Case Information

- Applicants: Vott Partners LLC and Bradenton Centre LLC
- Addresses: 102 Manatee Avenue East, 120 Manatee Avenue East and 113 5th Avenue Drive East
- Area Size: Approx. 2,129-sq. ft. (0.049 acres)
- Current Zoning: SD (Special District)
- FLUM Zoning: UCBD (Urban Center Business District)
- Flood Zone: X
- Existing Use: Vacant Land
- Purpose: Prepare property for the future construction of a car wash

Request

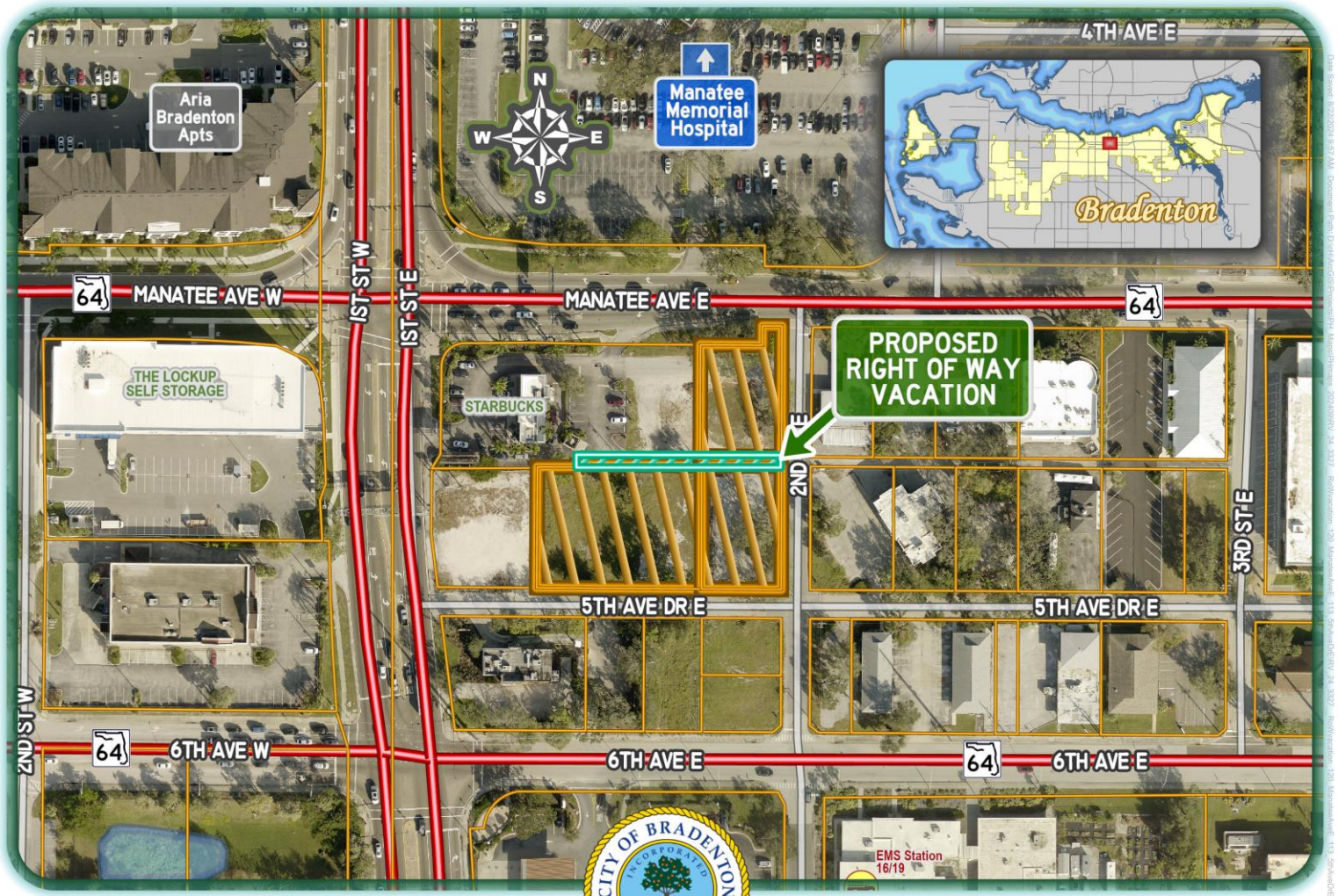
- Vacate a platted 10-ft. wide alley
- Request is approximately 2,129-square feet (0.049 acres) in size
- Subject alley runs in an east/west direction:
  - From 2nd Street East and terminating just south of the existing dumpster enclosure at Starbucks
- Purpose of vacation is to prepare the subject property for the construction of a future car wash
- All utility companies have signed off on the proposed request, except for Frontier Communications
  - Florida Power & Light approved the request with the stipulation that a 10-ft. easement be recorded for access to their existing facilities

Zoning History

- Ordinance 3084 (adopted December 15, 2021): Amended Policy 1.2.1 of the Future Land Use Element of the City's Comprehensive Plan to allow auto-oriented uses, specifically including but not limited to car washes within parts of the UCBD district, if approved by City Council.

- Ordinance 4012 (adopted on August 9, 2023): Properties were rezoned from T5 to SD, to permit the proposed car wash called Happy Frog.

Location Map



RV.24.3327 RoW Vacation

owners: Vott Partners, LLC & Bradenton Centre, LLC
120 Manatee Avenue East & 113 5th Avenue Drive East
PIDs: 3165400007 & 3165700059

Bradenton Department of Planning and Community Development

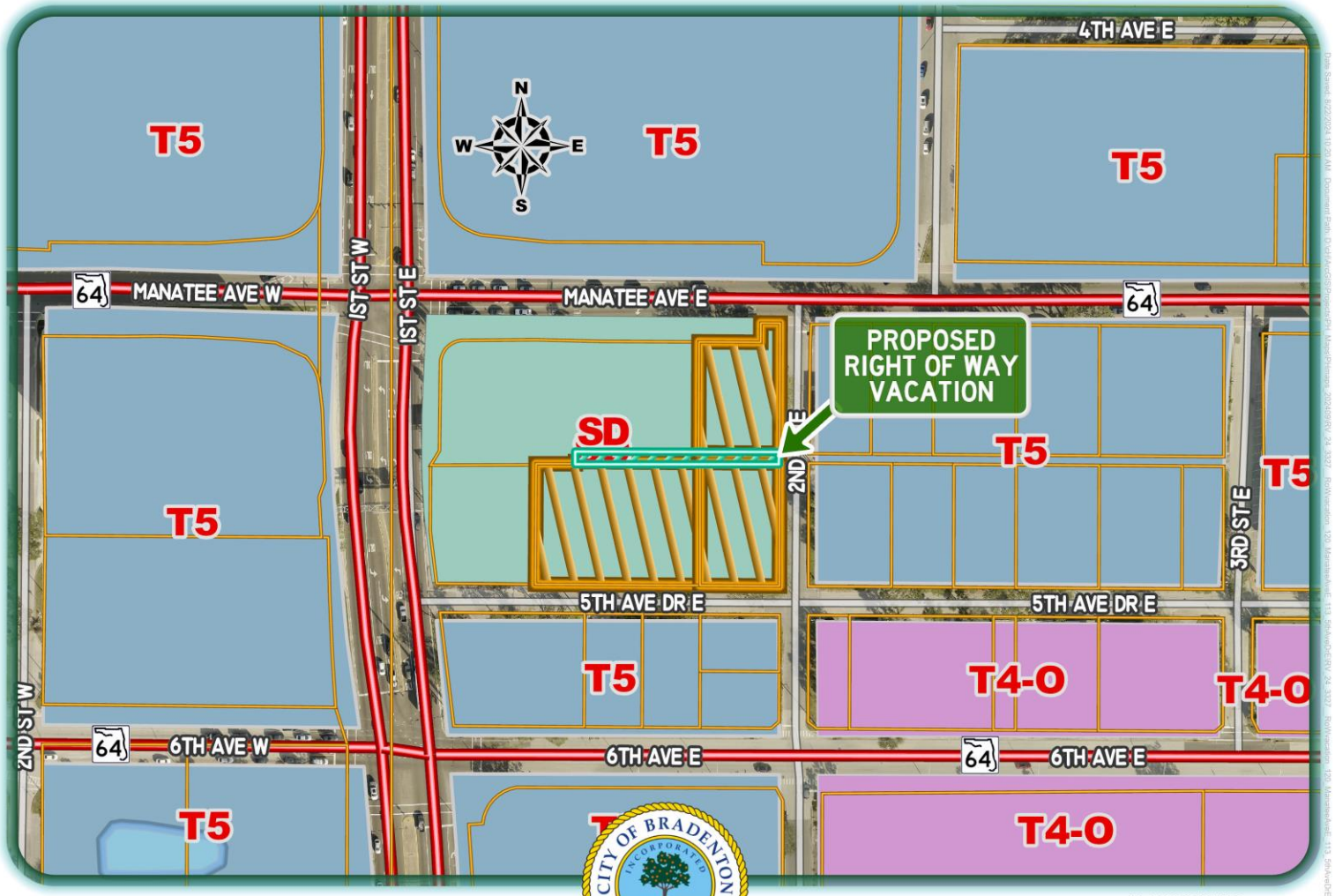
Location

0 30 60 90
Yards

LEGEND

- Subject Parcels
- Other Parcels
- Bradenton

Zoning Map


4TH AVE E
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PROPOSED
RIGHT OF WAY
VACATION
SD
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3RD ST E
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5TH AVE DR E
5TH AVE DR E
T5
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6TH AVE E
T5
T4-O
RV.24.3327 RoW Vacation
owners: Vott Partners, LLC & Bradenton Centre, LLC
120 Manatee Avenue East & 113 5th Avenue Drive East
PIDs: 3165400007 & 3165700059
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
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30
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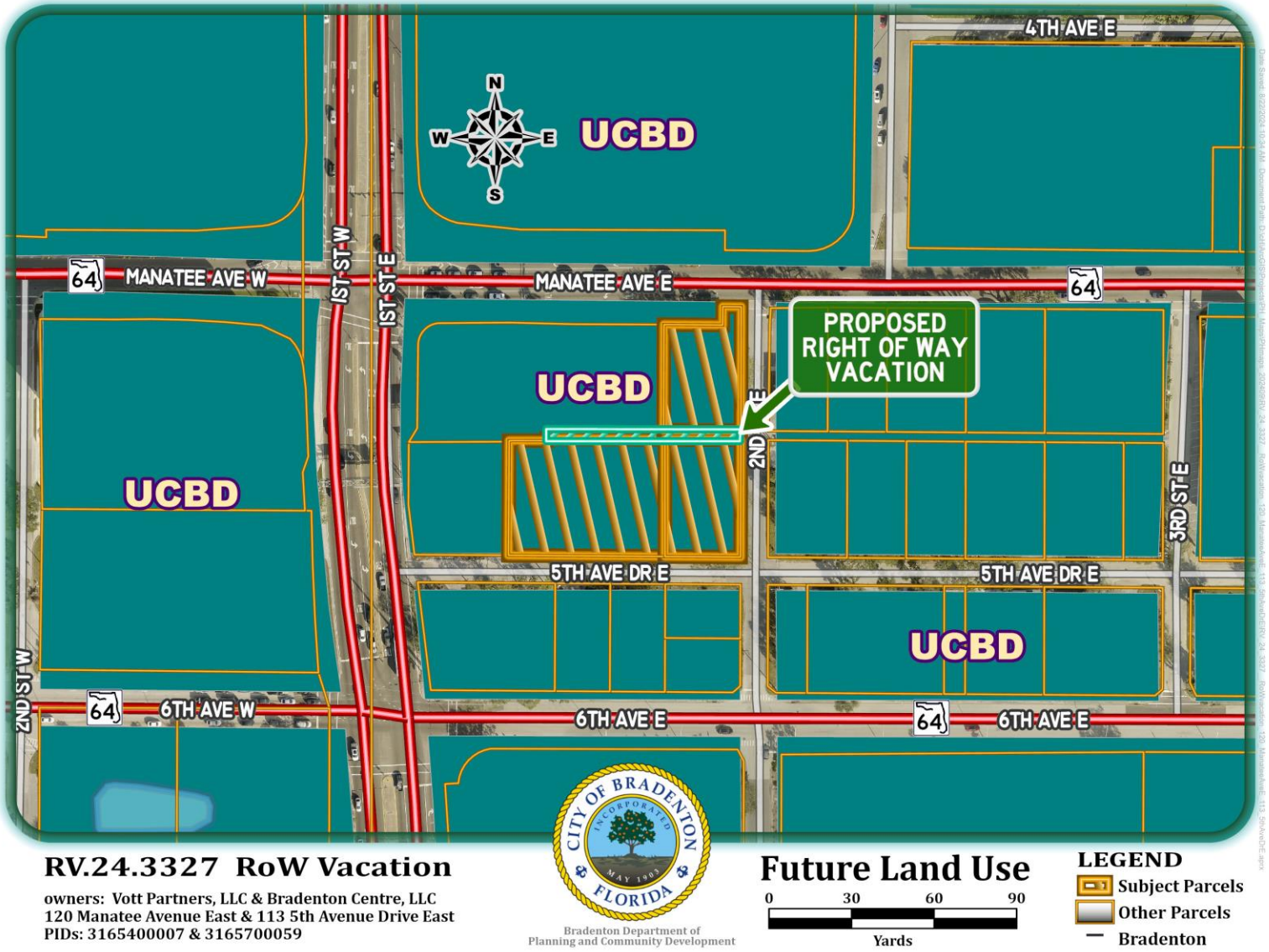
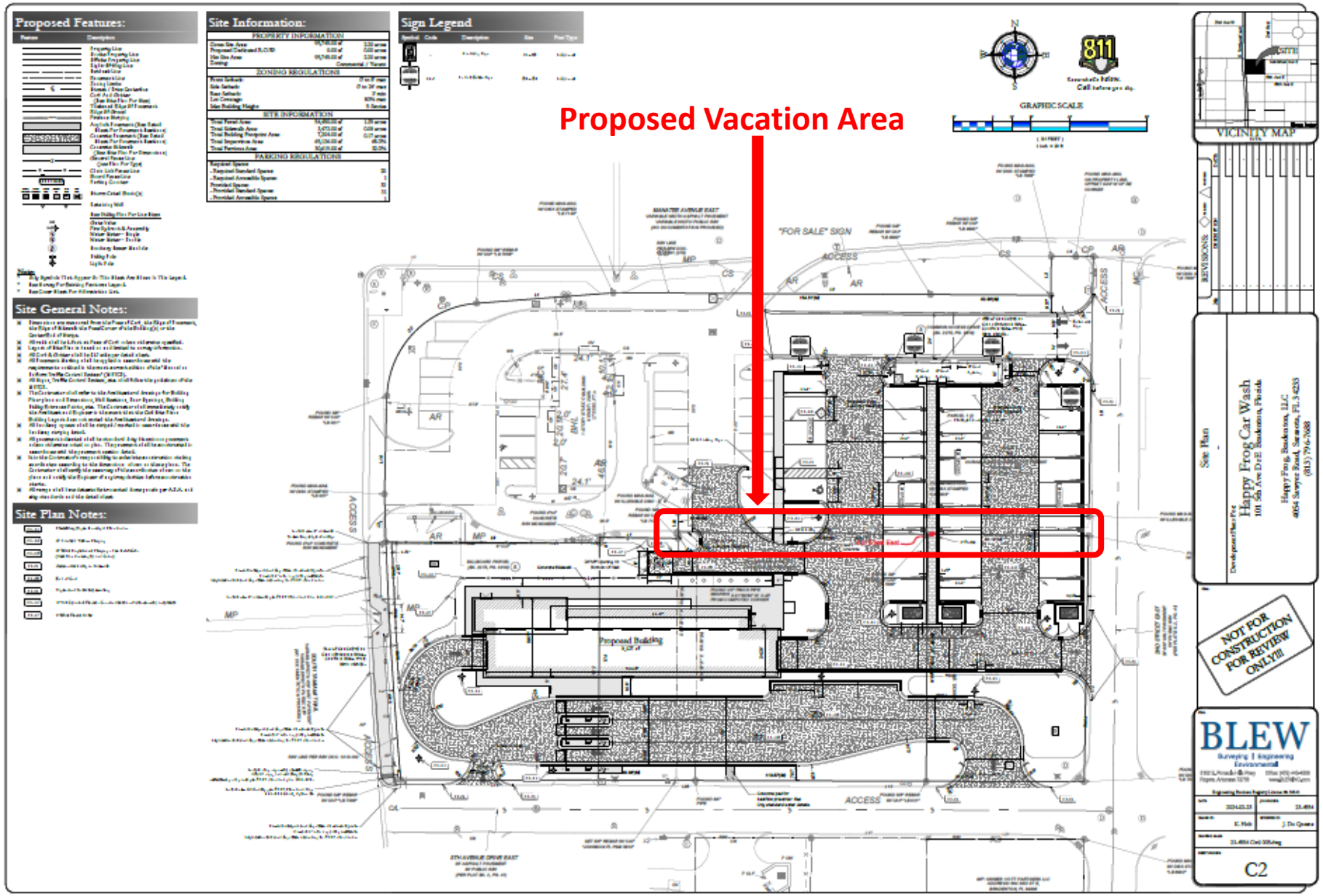
LEGEND
Subject Parcels
Other Parcels
Bradenton

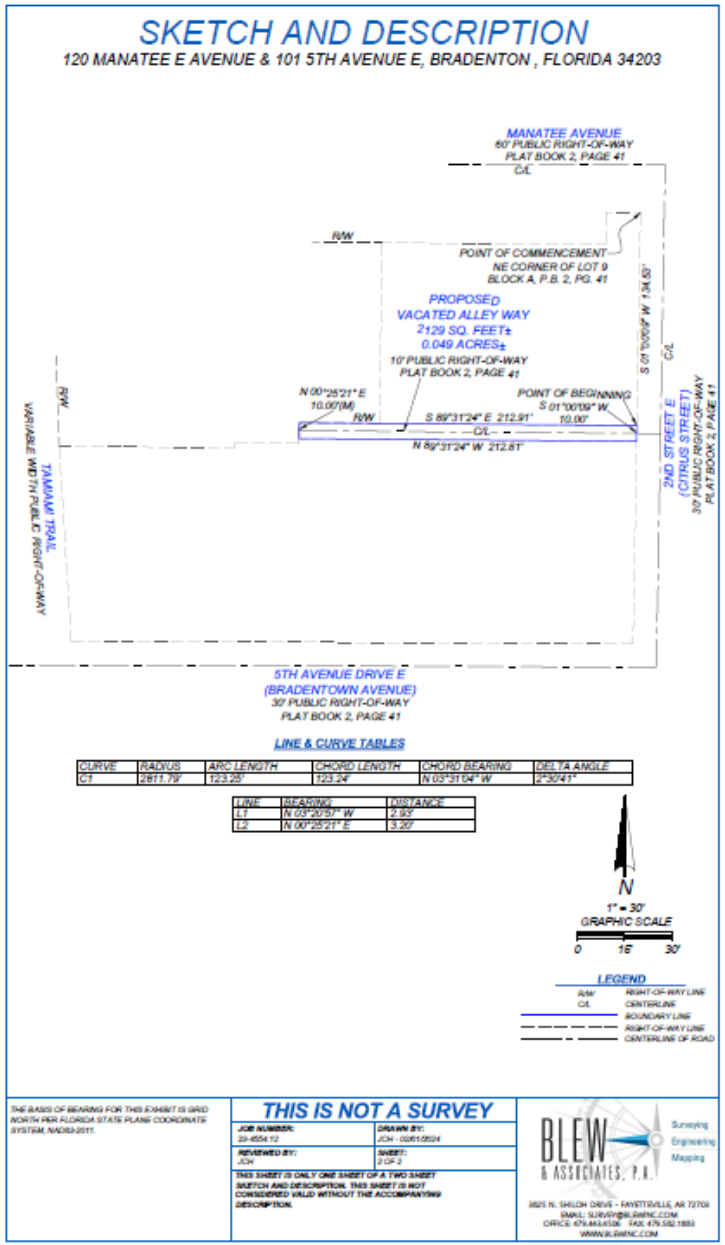
Future Land Use Map



Boundary Survey



Sketch and Legal Description



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Existing Conditions



Looking north towards Manatee Ave. East

Existing Conditions





Looking west towards 1st Street

Existing Conditions





Looking east towards 2nd Street East

Existing Conditions



Looking south towards 5th Avenue Drive East and 6th Avenue East

Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way including the review criteria

  Key points for review include:

  - Vacation will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right-of-way, as demonstrated by letters of verification that were submitted with the application

  ✗ *Uncertain as Frontier Communication did not submit a letter of approval*

  ✓ *All other utility companies submitted letters, and FPL requested a stipulation of approval based on a recorded easement*

Comprehensive Plan

- Objective 1.5 Right-of-Way Preservation

  Where transportation improvement projects are consistent with the goals and vision of the City as stated in the Comprehensive Plan, the City shall ensure that any needed right-of-way is protected and preserved.

  ✖ *Uncertain due to the applicant not receiving letters from all utility companies approving or approving the proposed request with stipulations*

Staff Comments

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of Section 2.2.7 of the Land Use Regulations and the Transportation Element of the Comprehensive Plan.
3. It is in staff's opinion that the application remains incomplete although the applicant was made aware of the deficiencies from the original submittal date of March 27, 2024, and follow up submittal on August 9, 2024. It was also stated by staff during the September 18, 2024, Planning Commission meeting.

Planning Commission Meeting Summary

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Ordinance 4051, Case RV.24.3327 with the following stipulations:

1. An easement be recorded to meet the needs of Florida Power and Light.
2. Provide the city with an updated survey showing the vacation and the dedicated easement.

Questions?

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

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

SUBJECT: West Coast Inland Navigation District (WCIND) Grant Acceptance

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Acceptance of WCIND Grant with Manatee County for the purchase of a new boat. The total grant award is $312,255.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
Approval

SUGGESTED MOTION:
Motion to accept the WCIND Grant with Manatee County for the purchase of a new boat

ATTACHMENTS:
Subrecipient Agreement for WCIND Waterway Development Program

SUBRECIPIENT AGREEMENT
FOR WEST COAST INLAND NAVIGATION DISTRICT WATERWAY DEVELOPMENT PROGRAM

Agreement: M-406

THIS AGREEMENT is entered into October 1, 2024, by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as "the County" and City of Bradenton Police Department hereinafter referred to as "Recipient" and is for Patrol Boat & Equipment, hereinafter "Project" to be carried out with funding provided by the West Coast Inland Navigation District hereinafter "WCIND" under its Waterway Development Program.

WHEREAS, the County has entered into a Project Agreement with WCIND for the Waterway Development Grant Program and assumes responsibility for the grant funds; and

WHEREAS, funds received from WCIND through the Waterway Development Grant Program are committed for expenditure in program activities that meet WCIND's criteria for the grant; and

WHEREAS, the County has approved the Recipient's request for funding under the WCIND Waterway Development Program by adoption of [RESOLUTION R-24-097]; and

WHEREAS, it is in the best interest of the County and the Recipient, and serves a valid public purpose, for the County to fund the water development program of the Recipient in the manner set forth herein.

NOW, THEREFORE, in consideration of the foregoing which is incorporated herein by reference, the parties hereto agree as follows:

A) Reimbursement. The County agrees to reimburse the Recipient in an aggregate amount not to exceed $312,255.00 for actual Project costs incurred in accordance with the terms and conditions in the WCIND Waterway Development Program Project Agreement "Project Agreement" between the WCIND and the County (ATTACHMENT A).

1. Submission of Written Request and Invoice. The grant funds shall be disbursed to Recipient upon receipt by the County of:
    a) A completed W9 (with first billing only) and copies of all paid invoices with sufficient supporting documentation; and
    b) a report indicating what activities occurred during the billing period.
2. Processing and Payment. The County shall review the invoice (ATTACHMENT B) and either approve the invoice for payment or request from the Recipient additional information. If the invoice is approved for payment, the County shall remit payment to the Recipient within forty-five (45) days of the date of the original submittal to the County. If any amount in the request is disputed by the County, the County shall, as soon as practical, notify the Recipient and make partial payment of the amount

which is not in dispute pursuant to this paragraph. The Recipient and the County shall meet within seven (7) days of the County notification to attempt to resolve any disputed amounts.

3. Availability of Funds. The obligation of the County to reimburse the Recipient for reimbursable costs hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds in amounts sufficient to fund such reimbursements from WCIND funds provided pursuant to the Project Agreement. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County or the State of Florida, or to result in a pledge of or lien upon any revenues of the County or the State of Florida.

B) Recipient's Obligations. The Recipient agrees, warrants, and covenants as follows:

1. All monies expended shall be for services, equipment and supplies solely used to further WCIND's Waterway Development Program goals and objectives, as set forth in the WCIND's grant program guidelines, Section 374.976, Florida Statutes, and Chapter 66A-2, Florida Administrative Code.
2. Any capital equipment expenditure made under this grant shall become the property of the County when they are no longer necessary for the Recipient's Project unless the County releases the capital equipment to the Recipient.
3. Recipient shall utilize procedures established by Chapter 287, Florida Statutes, and the Manatee County Procurement Code in effecting and documenting purchases made through expenditure of WCIND grant funds.
4. This grant program is not subject to funding by the Florida Boating Improvement Program of the Florida Department of Environmental Protection sources under Chapter 68, Florida Administrative Code.
5. Facilities developed with the assistance of this grant shall be for the use and benefit of the general public.
6. Grant funds are subject to Chapter 66A-2.005, Florida Administrative Code, and shall not be used for following purposes: land acquisition projects; pre-construction costs incurred for surveys, appraisals, engineering and architectural fees, permitting and utility fees; planning studies to determine the demand for facilities or improvements eligible for funding by this Program; tools, equipment, boats, motors, office furniture and supplies; law enforcement and safety equipment; contract labor and materials not used exclusively for the authorized Project; in-house labor, equipment or other services; and operational or administrative costs.
7. The Recipient shall initiate the Project within six (6) months after Approval Date as defined in the Project Agreement between WCIND and the County and shall complete the Project within three hundred and sixty-five (365) days from the Approval Date of the Project Agreement. Said completion date may be extended for good cause as defined by Rule 66A-2.007(9), Florida Administrative Code, upon written request

from the Recipient, but in no event shall completion date be extended beyond three (3) years following the approval of the Project.

8. The Recipient shall submit progress reports, on a quarterly basis (due on December 31, March 31, June 30 and September 30) summarizing the work accomplished, problems encountered, percentage of completion and other appropriate information and in a format as directed by the County (ATTACHMENT C). Photographs shall be submitted when appropriate to reflect work accomplished.

C) Financial Records and Accounting. The Recipient shall keep and maintain accurate financial records related to the expenditure of grant funds in accordance with generally accepted accounting principles, and these records shall be available at all reasonable times for inspection, review, or audit by the County, the Clerk of the Circuit Court, or WCIND. Records shall be kept for a period of at least three (3) years following the end of the grant period, and in the case of a dispute the records shall be kept until the Recipient receives notice from the County that it does not need to retain these records any longer.

1. All expenditure reports must be accompanied by sufficient supporting invoices and documentation to support pre-audit and post-audit review. The sufficiency of said documentation shall be determined by the Executive Director of WCIND and the Clerk of the Circuit Court of Manatee County, who may seek additional information as the circumstances require.
2. The performance of this Agreement shall be in compliance with all applicable laws, orders, and codes of Federal, State and Local governments, including the Americans with Disabilities Act.

D) Indemnification. The County shall not be liable to any person, firm or corporation that contracts with the Recipient to provide goods or services associated with the Program conducted with grant monies. Nor shall the County be liable to any person, firm, or corporation for claims against the Recipient or debts incurred by the Recipient. The Recipient, to the extent of and without waiving the restrictions of Section 768.28, Florida Statutes, shall indemnify, defend and hold harmless the County from claims, actions, demands, costs, penalties, fines, liabilities or suits of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Recipient, its agents, consultants, contractors, officers or its employees resulting from the subject matter of this Agreement.

E) Public Records. The Recipient Shall:

1. Keep and maintain public records required by the County to perform the Activities. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

2. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the County.
3. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Recipient or keep and maintain public records required by the County to perform the service. If the Recipient transfers all public records to the County upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Lacy.Pritchard@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

F) Construction.

1. Entire Agreement: This Agreement represents the full agreement of the parties.
2. Equal Construction: Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.
3. Headings and Captions: The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

G) Duration and Termination. This Agreement is for twelve months and shall terminate September 30, 2025. Upon termination, the Recipient shall provide a final invoice to the County and the County shall make a final reimbursement then due and owing for all reimbursable costs incurred on or prior to the date of termination under this Agreement and not previously invoiced. The County shall have the right to terminate this Agreement and demand a full refund of all monies reimbursed to Recipient from the County under this Agreement, upon the occurrence of one or more of the following events:

1. Should WCIND determine that the County is not a qualified grantee for funds awarded under the applicable statutes;

2. In the event that Recipient fails to provide the reports and documents required under this Agreement in accordance with the grant criteria or fails to expend the funds in a manner consistent with the grant criteria;
3. Should the Recipient fail to comply with the terms of this Agreement or it is determined that a material omission or misrepresentation occurred in the application (ATTACHMENT D) for funding by the Recipient; or
4. In the event it is determined that any grant funds were expended in non-compliance with the terms of this Agreement, the rules of the WCIND, or other applicable statutes and rules.

Upon receipt of notice by the County of the occurrence the above listed event(s), the Recipient shall, within thirty (30) days thereafter, return the funds to the County pursuant to this Agreement regardless of whether such funds have already been expended or encumbered by the Recipient.

H) Amendments. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by both parties. Any amendments to this Agreement shall become effective upon approval and execution by both parties.

I) Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

J) Severability. Should any section, sentence, or clause of this Agreement be deemed unlawful by a court of competent jurisdiction, no other provision hereof shall be affected, and all other provisions of this Agreement shall continue in full force and effect.

K) Validity. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

L) Governing Law. This Agreement shall be governed by the laws of the State of Florida and those specific provisions and rules pertaining to WCIND and the Waterway Development Program (Section 374.976, Florida Statutes, and Chapter 66A-2, Florida Administrative Code). In the event

that a provision in this Agreement is in conflict with the applicable rules and statutes, the parties hereto may negotiate in good faith to reconcile such conflict, or either party may terminate this Agreement to the extent funds have not previously been expended.

M) Venue. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

N) Notices. All notices, demands, request for approvals, or other communications given by either party to another shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by recognized national courier service or by hand delivery to the office of each party indicated below addressed as follows:

To the County:
Manatee County Government
1112 Manatee Avenue West
Bradenton, Florida 34205
ATTN: County Administrator

with a copy to:

Natural Resources Department
1022 26th Avenue East
Bradenton, FL 34208
annette.cottrell@mymanatee.org
941.720.7229

To the Recipient:	with a copy to:
Organization: City of Bradenton Police Dept	
Address: 100 10th St West	
City State Zip: Bradenton, FL 34205	
Email: jeremy.giddens@bradentonpd.com	
Phone: 941-932-9350	

O) Catastrophic Events. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

P) Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof, accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Recipient and any providers of promotional, advertising or other services, or goods, purchased by the Recipient. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or

conditions hereof.

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed herein below set forth.

MANATEE COUNTY, a political subdivision of the State of Florida

By: _____
County Administrator

Date: _____

Witness: _____

[City of Bradenton Police Department]

By: _____
[Project Manager]

Date: _____

Witness: _____

ATTACHMENT A Project Agreement with WCIND and Manatee County

WEST COAST INLAND NAVIGATION DISTRICT
WATERWAY DEVELOPMENT PROJECT AGREEMENT

Manatee County Contract No.: M-406
WCIND Project No.: M-406
WCIND Board Approval Date: September 13, 2024

This **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the "Agreement") made and entered into this 1st day of October 2024, by and between the West Coast Inland Navigation District ("WCIND"), and MANATEE COUNTY (the "County"), collectively the "Parties".

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **PROJECT.** This Agreement is entered pursuant to Section 374.976, Fla. Stat., and the Waterway Development Program (the "Program"), as codified in Chapter 66A-2, F.A.C., to furnish financial assistance to the County to implement one of the following type(s) of waterway development project(s): ☐Public Navigation; ☐ Boater Recreation; Boating Safety and Education; ☒Marine Law Enforcement; ☐Environmental Education; ☐Disaster Relief (hereinafter the "Project"), more specifically described as follows.

a. **Project Title.** Marine Law Enforcement

b. **Project Scope.** Metal Shark 25'-30' Patrol boat with trailer – electronics, navigation, 350 twin mercury engines, controls, markings, and lighting.

2. **TIME; COMMENCEMENT; COMPLETION.** This Agreement shall become effective on October 1, 2024 and have a term of one year ("Project Period"). The County shall commence the Project no later than six months from the effective date and shall complete the Project within the one-year Project Period.

a. **Time Extensions.** Upon written request of the County, the Project Period may be extended if significant progress has been made toward completion of the Project or if extenuating circumstances exist beyond the County's control which warrant the extension. Extension requests shall be submitted for the WCIND Board's consideration in accordance with Rule 66A-2.0072, F.A.C. The WCIND Board may approve two, one-year extensions for the Project. Bringing the total maximum project period to a possible three years.

b. **Failure to Timely Perform.** Failure to timely commence or complete the Project without an approved extension may result in WCIND withholding further reimbursement payments and denial of future Program funding requests until the Project is completed or closed to the satisfaction of WCIND. If the County fails to complete the Project within three years from

the effective date, WCIND shall terminate this Agreement and transfer any remaining undisbursed Project funds into the County's unencumbered CNIF reserve balances.

3. **PROJECT FUNDING.** WCIND shall obligate and make available to the County an amount of $312,255.00 for reimbursement to the County for the Project's costs as set forth within the Project's Funding Application, attached hereto and incorporated herein as Exhibit "A". In accordance with Rule 66A-2.0072(7), F.A.C., upon receipt of the County's request for payment certificate(s), WCIND shall make reimbursement payment(s) only for those County's expenditures which are eligible under Rule 66A-2, F.A.C., and are integral, reasonable, and necessary for the effective and efficient accomplishment of the Project.

a. **Matching Funds.** Where applicable, the County warrants and represents that it has the matching funds as identified in Exhibit "A" in the amount of $0 available for the completion of the Project. Prior to the execution of this Agreement, the County shall, certify the availability and eligibility of such matching funds pursuant to Rule 66A-2.005, F.A.C., using Exhibit "B", Matching Funds Certification.

a. **Marine Law Enforcement Funds.** Where applicable, the County shall pre-certify the eligibility of marine law enforcement project expenditures and include a completed Exhibit "C", Certification of Marine Law Enforcement Expenditures, with this Agreement prior to receiving any reimbursement payment(s) for marine law enforcement projects.

b. **Pre-Agreement Costs.** Unless otherwise approved by the Board for a real property acquisition project under Rule 66A-2.0071, F.A.C., and delineated in Exhibit "D", Pre-Agreement Costs, WCIND shall not allow match credit for any County obligation or expenditure made prior to the execution of this Agreement.

4. **PROJECT MANAGEMENT; NOTICES.** The WCIND Executive Director, or his/her designee, is hereby designated as WCIND's Project Manager for the purposes of this Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment. The County's liaison shall act on behalf of the County relative to the carrying out the Project provisions of this Agreement. All formal notices required pursuant to this Agreement shall be made in writing to such representatives at the following:

WCIND Project Manager:
Jeremy S. Giddens
100 10th St West
Bradenton, FL 34205
941-932-9350
Email: jeremy.giddens@bradentonpd.com

County Liaison Agent:
Annette Cottrell, Grants Administrator
1022 26th Ave E. Bradenton, FL. 34209
Phone: 941-748-4501 ex. 8022
Email: annette.cottrell@mymanatee.org

5. **STATUS REPORTS.** The County shall submit signed Project status reports on a quarterly basis (due on the 15th calendar day following the end of each quarter) pursuant to Rule 66A-

2.0072(6), F.A.C. When appropriate, photographs and the number of on the water marine law enforcement patrol hours shall be submitted with the quarterly reports to show work accomplished.

6. **PROJECT ACCESSIBILITY.** Notwithstanding facilities used exclusively for marine law enforcement or marine fire/rescue services, or similarly restricted facilities, the County shall ensure that the Project's facilities when complete, are accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, marital status, disability, or ethnic group, and that they are open to the public at reasonable times.

7. **USER FEES.** The County may charge reasonable user fees for the use of Project facilities when completed. Unless otherwise approved by the Board pursuant to Rule 66A-2.007(7), F.A.C., and described in Exhibit "E", Residential User Fees, discrimination based on residence, including preferential reservation, membership or annual permit systems shall be prohibited.

8. **PROJECT CONDITIONS.** This Agreement shall be subject to, and incorporates by reference, all conditions, restrictions, and requirements set forth in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., which are not otherwise specifically stated herein.

9. **ADDITIONAL PROJECT CONDITIONS.** WCIND and the County mutually agree to the additional terms and conditions contained in the following exhibits which are attached hereto and incorporated herein as part of this Agreement:

a. Exhibit "B", Matching Funds Certification Requirement, if any.
b. Exhibit "C", Certification of Law Enforcement Funds, if any.
c. Exhibit "D", Pre-Agreement Costs, if any.
d. Exhibit "E", Residential User Fees, if any.
e. Exhibit "F", Other Project Specific Terms and Conditions, if any.

10. **PROJECT RECORDS; INSPECTION.** The County shall retain all records supporting Project costs, at minimum, for three years after the end of the fiscal year in which the final Project payment was released by WCIND, or until final resolution of any litigation, claim, or audit that started prior to the expiration of the three-year record retention period. WCIND reserves the right to inspect the Project sites, facilities, and other waterway related assets, as well as the right to inspect and audit any and all financial records pertaining to the Project at any reasonable time upon request.

11. **DEFAULT; REMEDIES.**

a. **Notice; Opportunity to Cure.** If the County breaches any terms of this Agreement, WCIND shall provide written notice of the breach and provide the County thirty (30) days to cure the same. If the County fails to cure the breach within the 30-day cure period, WCIND may require the County to immediately refund all reimbursements paid to the County under this Agreement. Payment of the refund shall include interest from date of original County receipt of the funds,

through date of their return to WCIND at the same rate which would have been paid during said period for the funds if they have been invested in the State of Florida Local Government Surplus Funds Trust Fund (Florida PRIME). Upon the County's payment of the full refund amount, plus interest, to WCIND, this Agreement, and all further rights and obligations thereunder, shall be terminated with the refunds being transferred into the County's unencumbered CNIF reserve balances. In addition to the aforesaid refund payment, WCIND may pursue all other remedies available at law or in equity against the County for breach of this Agreement, including, but not limited to, specific performance and other appropriate injunctive relief.

b. **Waiver.** WCIND's failure to give the aforesaid notice to cure shall not be construed as a waiver of any County breach or default. Furthermore, an actual waiver by WCIND of any County breach shall not be construed as a waiver of any subsequent breach(es) of any other duty or obligation imposed by this Agreement.

12. **ENTIRE AGREEMENT; MODIFICATIONS.** This Agreement embodies the entire understanding of the respective Parties hereto regarding the subject matter hereof, and supersedes and replaces any other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof. With the exception of time extensions approved by the WCIND Board in accordance with Section 2 above and Rule 66A-2.0072, F.A.C., all modifications to this Agreement shall be made by a written amendment duly executed by authorized representatives of WCIND and the County. Amendments seeking to change the Project's category or the amount of financial assistance, shall be approved and executed by the WCIND Board. The WCIND Executive Director may approve and execute amendments which change the Project scope, but do not change the Project's category or amount of financial assistance. Formal amendments to this Agreement shall be made in substantial conformance with the Project Agreement Amendment Form, attached hereto as Exhibit "G".

13. **THIRD-PARTY OPERATORS.** The County may authorize project funds for use by third-Party operators in accordance with Rule 66A-2.007(8), F.A.C. However, the rights, duties and obligations arising under this Agreement shall not be otherwise assignable to a third-Party operator or any third Party whatsoever, and the County shall remain solely responsible for the compliance of the terms and conditions set forth herein.

14. **SURVIVAL OF CERTAIN TERMS.** Notwithstanding any provisions to the contrary contained herein, provisions of this Agreement requiring continued performance, compliance, or effect after termination or expiration hereof, shall survive such termination or expiration and shall be enforceable by the WCIND should the County fail to perform or comply as required by the same.

15. **NO AGENCY RELATIONSHIP.** WCIND's role with respect to the Project is that of a funding assistance authority only and WCIND is not, and shall not be considered to be, an agent, partner, or joint venturer with the County with respect to the Project.

16. **INDEMNIFICATION; SOVEREIGN IMMUNITY.** Each Party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity and the liability limitations set forth in Section 768.28, Fla. Stat.

17. **VENUE; GOVERNING LAW.** All disputes arising under this Agreement shall be governed by the laws of the State of Florida. Any dispute arising hereunder shall be subject to, and all rights contained herein may be enforced through, an appropriate action in law or in equity as brought in a court of competent jurisdiction located in Sarasota County, Florida.

18. **ATTORNEY'S FEES.** In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party/Parties its reasonable attorneys' fees and costs.

19. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be effected. To that end, this Agreement is declared to be severable.

20. **MUTUAL TERMINATION.** Notwithstanding any provisions to the contrary contained herein, upon written request by either Party, WCIND and County may mutually agree to terminate this Agreement. All undisbursed Project funds remaining at the time of such mutual termination will be transferred into the County's unencumbered CNIF reserve balances.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown below.

[End of provisions – Signature page follows]

ATTEST: [Print Name], AGENCY CLERK

By: _____
[Print Name], Executive Director and Agency Clerk

WEST COAST INLAND NAVIGATION DISTRICT

By: _____
WCIND Chair

Date: 9/24/2024

ATTEST:

By: _____
County Clerk

MANATEE **County**

By: _____
[Print Name & Title] Charlie Bishop, County Administrator

Date: May 28, 2024

EXHIBIT "A"
FUNDING APPLICATION

WEST COAST INLAND NAVIGATION DISTRICT
FUNDING APPLICATION

PROJECT NUMBER: _____
(To be populated by WCIND)

FUNDING CYCLE: ON__X__ OFF_____

APPLICATION DATE: 04/30/2024

1. MEMBER COUNTY: Manatee County

2. PROJECT CATEGORY:

☐ Public Navigation ■ Marine Law Enforcement ☐ Environmental Education
☐ Boater Recreation ☐ Boating Safety & Education ☐ Disaster Relief

3. PROJECT TITLE: Patrol Boat & Equipment C.O.B.

4. PROJECT DESCRIPTION AND PUBLIC BENEFIT TO RESULT: Metal Shark
25'-30' Patrol Boat w/Trailer - electronics, navigation, 350 twin mercury engines, controls, markings, lighting. Boat will support public safety/rescue/security/emergencies.

5. IMPLEMENTATION BY THIRD-PARTY OPERATOR (TPO)? YES ■ NO ☐
IF YES, PROVIDE THE FOLLOWING:

TPO NAME:	Metal Shark	TPO MANAGER:	John Hotz
FEID:	GS-07F-0362T	PHONE:	337-364-0777
ADDRESS:	6814 Admiral Doyle Drive	CITY:	Jeanerette
STATE:	LA	ZIP:	70544

6. TYPE AND STATUS OF REQUIRED PERMITS, AUTHORIZATIONS, EASEMENTS OR LEASES NECESSARY FOR THE PROJECT:

TYPE:	STATUS:
None	None

7. ESTIMATED PROJECT START DATE: 10/01/2024 COMPLETION DATE: 09/30/2025

8. REQUIRED ATTACHMENTS:

A. VICINITY MAP IF APPLICABLE
B. SITE DEVELOPMENT PLAN IF APPLICABLE
C. PERMITS IF APPLICABLE

9. WCIND FUNDS REQUESTED: 312,255.00 DOLLARS

10. COMPLETE ATTACHED BUDGET DETAIL - LIST AMOUNT(S) AND SOURCE(S) OF OTHER PROJECT FUNDS. CLEARLY IDENTIFY AND ENUMERATING THE AMOUNT AND SOURCE OF ALL MATCHING FUNDS. ACCORDING TO SECTION 374.976 F.S. AND RULE 66A-2, F.A.C., MATCHING FUNDS ARE REQUIRED FOR BOATING SAFETY AND EDUCATION, AND BOATER RECREATION PROJECTS.

11. ESTIMATED TOTAL PROJECT COST: 312,255.00 DOLLARS

12. APPLICANT IDENTIFICATION:

LIAISON AGENT: Jeremy S. Giddens

ADDRESS: 100 10th St West
Bradenton, FL 34205

TELEPHONE NO.: 941-932-9350

EMAIL.: Jeremy.Giddens@bradentonpd.com

13. SIGNATURE: JSG

14. DATE: 04/30/2024

BUDGET ESTIMATE DETAIL	Grant Funds	Matching Funds[1]	Total
Construction Expenses	0	0	0
(specify)			
Contractual Services	0	0	0
(specify)			
Materials	0	0	0
(specify)			
Equipment			
(specify)			
28' Relentless welded Aluminum central console	153,553.00	0	153,553.00
Twin 350 Mercury Verado outboard engine	49,590.00	0	49,590.00
Markings, Electrical, Navigation, Trailer, Delivery, Electronics	109,112.00	0	109,112.00
Salaries[2]	0	0	0
Other	0	0	0
(specify)			
GRAND TOTAL	$312,255.00	$0	$312,255.00

SOURCE(S) OF MATCHING FUNDS: None

Additional Information: At this time leverage/matching funds are not available.

[1] Matching funds are **required** only for Boating Safety and Education, and Boater Recreation projects, but are encouraged for all projects.

[2] Salaries are only eligible as a grant expense for Marine Law Enforcement projects.

EXHIBIT "B"
WCIND WATERWAY DEVELOPMENT PROGRAM
MATCHING FUNDS CERTIFICATION REQUIREMENT

Project: _____

County: _____ Project No: _____

The matching funds as further identified in this Project Agreement meet the eligibility requirements under 66A-2.005, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat.

_____ _____
Date County Liaison Agent

_____
County Administrator or
Financial Officer

EXHIBIT "C"
WCIND WATERWAY DEVELOPMENT PROGRAM
CERTIFICATION OF LAW ENFORCEMENT EXPENDITURES

PROJECT: _____

County: _____ PROJECT NO: _____

All funds allocated for the above Project and further identified in this Project Agreement will be expended for marine law enforcement purposes only in compliance with the eligibility requirements under Rules 66A-2.005 and 2.0055, F.A.C., and the remaining conditions set forth in Waterway Development Program, as further codified in Chapter 66A-2, F.A.C., and Section 374.976, Fla. Stat., and Program funds shall not be used to supplement any other activities or purposes.

_____ _____
Date County Liaison Agent

_____
County Administrator or

Financial Officer

EXHIBIT "D"
PRE-AGREEMENT COSTS

EXHIBIT "E"
RESIDENTIAL USER FEES

EXHIBIT "F"
OTHER PROJECT SPECIFIC TERMS AND CONDITIONS

EXHIBIT "G"
PROJECT AGREEMENT AMENDMENT FORM

_____ County Contract No.: _____
WCIND Project No.: _____
WCIND Board Approval Date: _____

This **AMENDMENT** to the above-described **WATERWAY DEVELOPMENT PROJECT AGREEMENT** (the "Amendment") is made and entered into on this _____ day of _____, 20____, by and between the West Coast Inland Navigation District ("WCIND"), and _____ COUNTY (the "County"), collectively referred to as the "Parties."

RECITALS:

WHEREAS, on _____the WCIND Board of Commissioners approved and entered into the above-described Waterway Development Project Agreement ("Agreement") with the County;

WHEREAS, the County has requested that the Agreement be amended in accordance with Rule 66A-2.0072, F.A.C.; and

WHEREAS, WCIND has approved the County's requested amendment and the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **RECITALS.** The above-referenced recitals are true, correct and incorporated herein.

2. **AMENDMENTS.** The following Section(s) of the Agreement is/are modified and amended:

a. **SECTION 1 - PROJECT.** The requested change to the Agreement's Project [select Category, Title and/or Scope] has been approved. The Agreement's [select Category, Title and/or Scope] in Section 1 is amended to read [enter new Category, Title and/or Scope, and incorporate by reference the replacing/superseding Exhibit "A", Project Scope and Budget, containing the new Category, Title and/or Scope].

b. **SECTION 3 –PROJECT FUNDING.** The requested change in the amount of Project funding from $_____ to $_____ has been approved. The Agreement's Project funding amount is amended to now read $_____ and the new Exhibit "A", Project Scope and Budget, containing the revised Project costs is incorporated herein by reference, which replaces and supersedes the previous Exhibit "A".

4. **[Insert other Sections and detail amendments as necessary]**

5. **LIMITS OF EFFECT.** This Amendment and attached Exhibit "A", are incorporated by reference into the Agreement, and the Agreement and all prior amendments or time extensions thereto, if any, remain in full force and effect except as specifically modified, amended or changed herein.

6. **EFFECTIVE DATE.** This Amendment shall become effective on the date it is approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement as of the dates shown below.

[*End of provisions – Signature page follows*]

[*Signature block for amendments to Project Scope and other changes with no changes in Funding Amount*]

WEST COAST INLAND NAVIGATION DISTRICT

By:_____
(Signature & Date)

_____
(Print Name & Title)
Address:

Phone:
Fax:
Email:

_____ County

By:_____
(Signature & Date)

_____
(Print Name & Title)
Address:

Phone:
Fax:
Email:

[*Signature block for amendments to Project Category and or Funding Amount*]

ATTEST: [Print Name], AGENCY CLERK

By: _____
[Print Name], Executive Director and Agency Clerk

WEST COAST INLAND NAVIGATION DISTRICT

By: _____
WCIND Chair

Date: _____

ATTEST:

By: _____
County Clerk

_____ County

By: _____
[Print Name & Title]

Date: _____

ATTACHMENT B –

WCIND Request for Payment

1 PROJECT NAME: _____ Date(s) of Request: _____

2 PROJECT NUMBER: _____

PROGRAM: _____ WDP _____ CNIF

3 COUNTY/Dept.: _____ (name of County) _____ (name of Department) State of Florida

4 PROJECT EXPENDITURES SUMMARY:

	TOTAL TO DATE:	THIS REQUEST:
Pre-construction expenses:		
Contractual Services:		
Materials and Supplies:		
Other Eligible Expenses:		
TOTAL:	$ -	$ -

6 WCIND FUNDS REQUESTED: $ - $ -

7 AMOUNT ALLOCATED BY WCIND

WCIND Funds previously disbursed

BALANCE AVAILABLE

WCIND Funds Requested this payment

BALANCE REMAINING

CERTIFICATION FOR REIMBURSEMENT: BY SIGNING BELOW, I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED FOR THE APPROVED PROJECT AND THAT THE PROGRESS OF THE PROJECT IS CONSISTENT WITH THE AMOUNT REQUESTED.

_____
Applicant liaison/project admin. Date

_____
Financial Officer Date

_____
WCIND Director Date

ATTACHMENT C

WCIND Quarterly Status Report

COUNTY _____ Project Number _____

Project Title _____

Project Elements % Complete

Work Accomplished

Problems Encountered

Period Covered

_____Oct-Dec	2019 1st Quarter
_____Jan-Mar	2020 2nd Quarter
_____Apr-Jun	2020 3rd Quarter
_____ Jul-Sep	2020 4th Quarter

Project Director _____ Date _____

County Liaison _____ Date _____

ATTACHMENT D - APPLICATION

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Authorization to Negotiate Property Purchase for 504 9th Avenue West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The property at 504 9th Avenue West has a history of annual flooding from Lift Station 17. It has flooded multiple times in the last five years. Several factors limit the potential for remediation or permanent repair: 1) it's a low-lying area; 2) its adjacency to the railroad; and 3) adjacency to Lift Station 17. The property is the low spot geographically on 9th Avenue West between 1st Street and 9th Street West, and the collection spot for storm water runoff. Building the property to be higher and out of the floodplain is difficult due to the proximity to the railroad right-of-way. Building at a higher elevation will adversely impact the railroad. The property is within 100 feet of Lift Station 17. The home has a direct connection to a master manhole that surcharges on a regular basis causing sanitary sewer backups into the home.

It would be more cost effective to purchase and demolish the home than to attempt to elevate the home and pay for repairs caused by the flooding that has previously occurred.

FINANCIAL IMPACT:
To be determined. The appraisal is pending and anticipated to be received on

11/4/24. The appraisal will be emailed to Council upon receipt.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to authorize the City Administrator to negotiate the purchase of the property located at 504 9th Avenue West.

ATTACHMENTS:

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Disaster Recovery Emergency Program

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City Administrator will explain his findings for a City Disaster Recovery Emergency Program.

SUGGESTED MOTION:
TBD

ATTACHMENTS:

AGENDA ITEM NO. 8.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: No action is required.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
At the October 5, 2024 City Council emergency meeting, Council approved Resolution 24-102, declaring that the threat of a disaster emergency was imminent related to Tropical Storm Milton, which became Hurricane Milton.

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.

SUGGESTED MOTION:
No motion is required.

ATTACHMENTS:

AGENDA ITEM NO. 9.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: November 6, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Authorization to Proceed with Purchase of 1307 9th Street West from RRMMS Properties, LLC

SUGGESTED ACTION: Authorize City Administrator to proceed with the closing for the purchase of 1307 9th Street West.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
At the City Council Meeting on August 28, 2024 Council authorized the City Administrator to execute an Agreement for Purchase and Sale of 1307 9th Street West for $737,000.00 and proceed with due diligence. The property was appraised at $670,000.00 and a 10% premium was offered to avoid condemnation, real estate fees and other costs associated with eminent domain had the City been required to "take" the property. This property will provide the City many more design options for roadway, City Park, streetscape, parking and other design aspects.

In addition to the appraisal, a title search, survey, and environmental assessment have been completed on the property. Due diligence efforts are now complete and with no substantial issues reported, the City Administrator is requesting permission to move forward with scheduling the closing on or before November 23rd.

FINANCIAL IMPACT:
$737,000.00. Funding for this purchase will be from funds the City has obtained through intergovernmental project grants.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to authorize the City Administrator to proceed with the closing for the purchase of 1307 9th Street West on or before November 23, 2024.

ATTACHMENTS:
Boundary Survey
Title Commitment

Boundary Survey
Lots 13 & 14 Hines Addition to Bradentown
Lying in Section 35, Township 34 South, Range 17 East

Schedule B-II of Old Republic National Title Insurance Company, Commitment Number 24102090MA:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
NOT A MATTER OF SURVEY.

2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
NOT A MATTER OF SURVEY.

3. Rights or claims of parties in possession.
NOT A MATTER OF SURVEY.

4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
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7. Matters contained on the plat of Howe's Addition to Bradentown Fla, recorded in Plat Book 1, Page 215A, of the Public Records of Manatee County, Florida.
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9. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
NOT A MATTER OF SURVEY.

Certified to:

Blalock Walters, PA
Old Republic National Title Company
City of Bradenton, a Florida municipal corporation

Surveyor's Notes:

1) This is a boundary survey consisting of two (2) sheets.
2) This survey is NOT complete without Sheet 2 of 2.
3) Bearing are based on the East right-of-way line of 9th Street West being N0° 33' 54"E, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).
4) Distances are in U.S. Survey Feet.
5) The subject property lies in Flood Zone "X", according to Flood Insurance Rate Map, Map No. 12081C0302F for Manatee County, Florida Community No. 120153, dated August 10, 2021 and issued by the Federal Emergency Management Agency.
6) Underground improvements shown here on are per above ground evidence only. No excavation was performed to verify the location or existence of any underground improvements, structures or foundations. This document should not be relied upon for excavation or critical design functions without field verification of under ground improvement locations.
7) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 24102090MA, Issuing Office File Number 41324.049, Commitment Date, September 12, 2024 at 8:00am. No other instruments of record, rights-of-way and/or ownership are known by, or were furnished this Surveyor except as shown hereon.
8) This survey meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to boundary surveys.
9) Any additions or deletions to this sketch of survey by other than the signing party without written consent of the signing party is prohibited.
10) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.
11) Fence ownership is undetermined.
12) The encroachments found on site are noted and graphically shown on Sheet 2.
13) The 20' alley adjoining the east property line is shown on Hines Addition to Bradentown, Plat Book 1, Page 215A, of the Public Records of Manatee County, Florida, recorded November 3, 1911. Hines Addition to Bradentown does not include any formal dedication of rights-of-way to the general public.
14) Date of survey is 9/23/2024 and represents last date of field measurements.
15) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

David E Cronkhite
Digitally signed by David E Cronkhite
Date: 2024.09.24 15:41:46 -04'00'

09/24/2024
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E CRONKHITE License Number 6078 STATE OF FLORIDA Professional Surveyor and Mapper

W	=WATER METER	⊡	=CONCRETE MONUMENT (CM)
	=SANITARY SEWER CLEANOUT	●	=CAPPED IRON ROD (CIR)
	=POWER POLE	○	=IRON PIPE (IP)
OHL	=OVERHEAD LINE	◉	=MAG NAIL & DISK (MND)
		(M)	=FIELD MEASURED DATA
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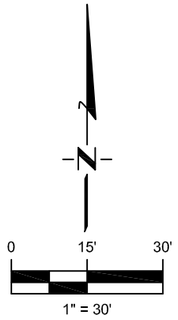
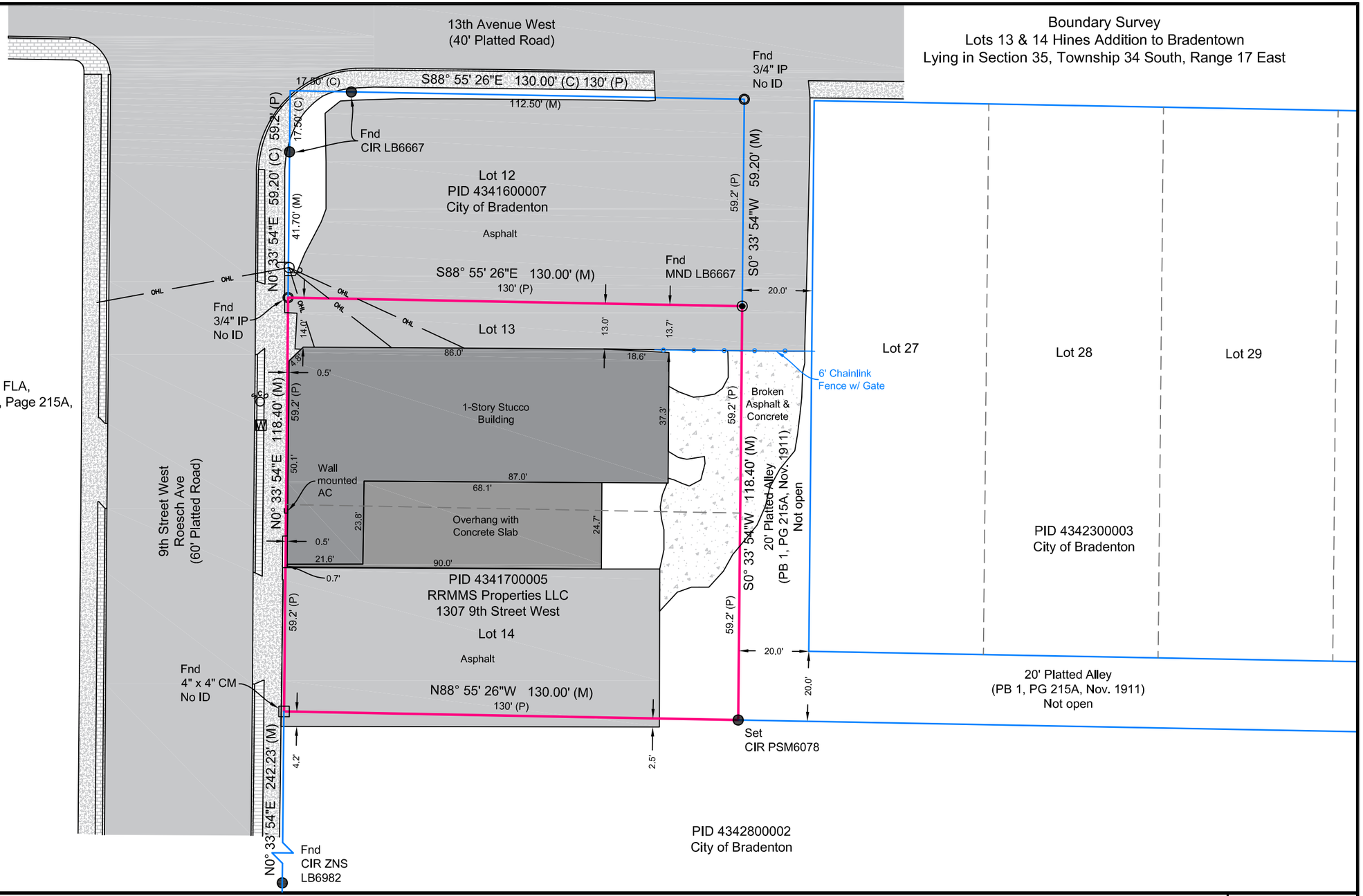
LB	=LICENSED SURVEY BUSINESS
PSM	=PROFESSIONAL SURVEYOR & MAPPER
FND	=FOUND
ID	=IDENTIFICATION
PB	=PLAT BOOK
OR	=OFFICIAL RECORDS BOOK
PG	=PAGE
PID	=PARCEL IDENTIFICATION NUMBER

SCALE: 1" = 30'
SHEET: 1 OF 2
SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/24/2024

Boundary Survey
Lots 13 & 14 Hines Addition to Bradentown
Lying in Section 35, Township 34 South, Range 17 East





Description:

Lots 13 and 14, HINES ADDITION TO BRADENTOWN, FLA, according to the Plat thereof as recorded in Plat Book 1, Page 215A, of the Public Records of Manatee County, Florida.

Encroachments:

1) Wall mounted air conditioner unit (AC) encroaches 0.45' into the right-of-way of 9th Street West.
2) Asphalt parking lot encroaches onto City of Bradenton parcel to the south along the south boundary line.
3) Area of broken asphalt and concrete encroaches into 20' platted alley along east boundary line.
4) 6' chainlink fence and gate encroaches into 20' platted alley along east boundary line.

Surveyor's Notes:

1) This is a boundary survey consisting of two (2) sheets.
2) This survey is NOT complete without Sheet 1 of 2.
3) See Sheet 1 for additional notes.

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SCALE: 1" = 30'
SHEET: 2 OF 2
SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/24/2024

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:	**Blalock Walters, P.A.**
Issuing Office:	**802 11th Street West Bradenton, FL 34205**
Loan ID Number:	
Commitment Number:	**24102090MA**
Your File No.:	**41324.049**
Property Address:	**1307 9th St W, Bradenton, FL 34205**

Old Republic National Title Insurance Company
6000 Cattleridge Drive, #104
Sarasota, Florida 34232

SCHEDULE A
COMMITMENT

1. Commitment Effective Date: September 12, 2024 at 8:00am

2. Policy to be issued:

   (a) 2021 ALTA OWNER'S POLICY (with Florida Modifications) Proposed Insured:
   Proposed Policy Amount: $737,000.00

   City of Bradenton, a Florida municipal corporation

   (b) 2021 ALTA LOAN POLICY (with Florida Modifications) Proposed Insured:
   Proposed Policy Amount: N/A

   N/A

3. The estate or interest in the Land described at the Commitment Date is Fee Simple.

4. The Title is, at the Commitment Date, vested in: **RRMMS Properties LLC, a Florida limited liability company** and, as disclosed in the Public Records, has been since April 15, 2021

5. The Land is described as follows:

LOTS 13 AND 14, HINES ADDITION TO THE CITY OF BRADENTON, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 215A, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA

Issued through the Office of:
Blalock Walters, P.A.
802 11th Street West
Bradenton, FL 34205
Phone: 941-748-0100

Authorized Signature

SCHEDULE B - I
COMMITMENT

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Warranty Deed from RRMMS Properties LLC, a Florida limited liability company, to the proposed insured.

6. The agent must
(1) Determine that RRMMS Properties LLC is in good standing in the state of its formation; and
(2) Establish that the person(s) executing the deed or mortgage to be issued are authorized by law to execute said instruments on behalf of the company.
(3) If any managing member is a legal or commercial entity, require a good standing certificate from the date of purchase through to the present time, and proof of authority to execute documents on behalf of the legal or commercial entity.
(4) Obtain an affidavit from authorized signatory on behalf of said limited liability company should be recorded stating that A) The member/manager executing the deed or mortgage is authorized under the articles of organization and operating agreement, or Statement of Authority (if Florida LLC), and all necessary consents obtained; (B) The LLC has not been dissolved; (C) The LLC, nor any of its members are currently debtors to any bankruptcy proceedings and (D) All members/managers of the LLC are identified.

7. Verify with the current owner that there are no open mortgages that would affect the subject property as a search of the Public Records does not reveal one.

8. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.

9. Submit proof that all municipal charges and assessments and all municipal service charges for water, sewer and waste collection, if any, are paid.

   Note: Taxes for the year 2023 in the amount of $4,264.08 became a lien on the land on January 1, 2023 and are due and payable on Nov. 1, 2023. Said taxes are paid. Tax ID Number 43417.0000/5.

   Note: No Personal Property Taxes are due for the year 2023 under Tax ID Number 900011760192.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Note: The following is for informational purposes only and will not appear in the policy to be issued: The following deed(s) affecting the land described in Schedule A hereof cover a minimum twenty-four month period prior to the effective date of this commitment:

O.R. Instrument No. 202141049212

NOTE: All recording references in this commitment/policy shall refer to the Public Records of Manatee County, unless otherwise noted.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

SCHEDULE B - II
COMMITMENT

Exceptions From Coverage

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.

3. Rights or claims of parties in possession.

4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.

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Boundary Survey
Lots 13 & 14 Hines Addition to Bradentown
Lying in Section 35, Township 34 South, Range 17 East

Schedule B-II of Old Republic National Title Insurance Company, Commitment Number 24102090MA:

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David E Cronkhite
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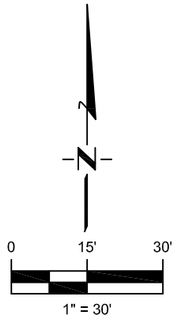
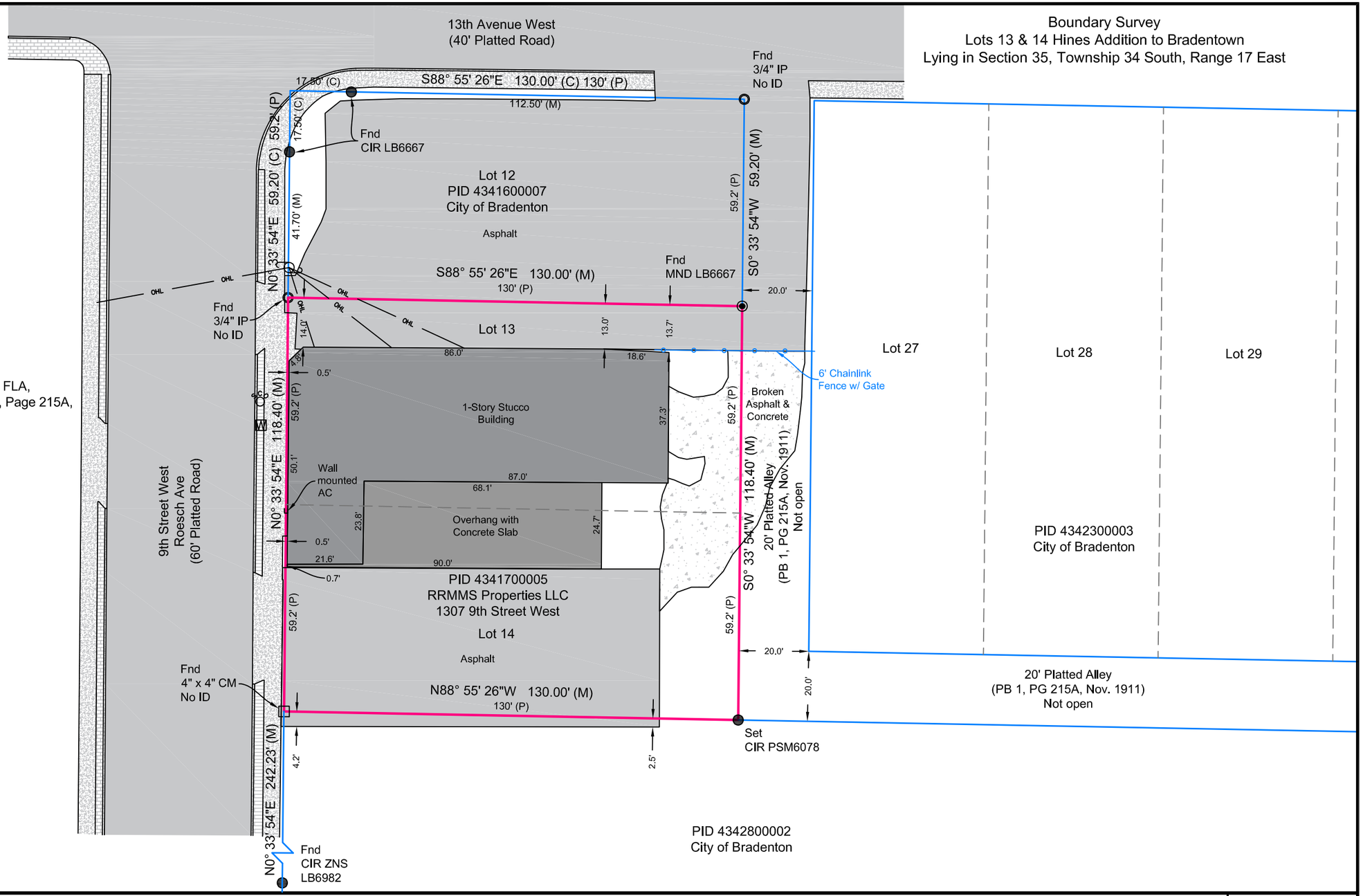
SCALE: 1" = 30'
SHEET: 1 OF 2
SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 09/24/2024

Boundary Survey
Lots 13 & 14 Hines Addition to Bradentown
Lying in Section 35, Township 34 South, Range 17 East





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