AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, January 28, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Pastor, Rev. Dr. Joe Lemmons with Calvary Baptist Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Black History Month
Black History Month Proclamation

4. PRESENTATIONS

a) Police: Plaque Presentation
b) Information Technology: Retirement Announcement

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 26-09 - Community Development Block Grant (CDBG) funding for the City of Bradenton Public Works and Utilities Department
Resolution 26-09
b) Administrative Services: Resolution 26-10 - Community Development Block Grant (CDBG) for the City of Bradenton Community Redevelopment Agency (CRA)
Resolution 26 -10
c) City Administration: Resolution 26-12 - Opioid Settlement Funds Disbursement Policy
Resolution 25-12
d) City Administration: Second Amendment to the Watertank Lease Agreement with T-Mobile South, LLC - EWT #5 at 2901 59th Street West
Second Amendment to Water Tank Lease Agreement

e) Clerk: Resolution 26-11 - Revision of the Affordable Housing Advisory Committee (AHAC) Bylaws
Resolution 26-11

f) Event Review Committee: DeSoto River Regatta Fundraiser
Application and Site Plan

g) Event Review Committee: Earth Day
Earth Day Application and Site Plan

h) Event Review Committee: Law Enforcement Torch Run Manatee 5K
Law Enforcement Torch Run Application and Site Plan

i) Legislative: Resolution 26-07- Architectural Review Board Reappointment
Resolution 26-07

j) Legislative: Resolution 26-08 - Citizens Advisory Committee of the Metropolitan Planning Organization (MPO) Reappointment
Resolution 26-08

k) Purchasing: Agreement for Construction Manager at Risk (CMAR) Services for the City of Bradenton City Park Project
Agreement for Construction Manager at Risk Services for the City of Bradenton City Park Project

l) Purchasing: Second Contract Amendment of ITB 22-002KC with AJ General Construction Services, Inc.
Second Contract Amendment of ITB 22-002KC with AJ General Construction Services, Inc.

m) Purchasing: Third Contract Amendment to PB-21-021KC with GML Coatings, LLC
Amendment No. 3 to PB-21-021KC and Fee Schedule

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development: **Quasi Judicial:** Petition PLN-APL-25-003 - PUBLIC HEARING - **TIME CERTAIN AT 10:00 AM**
Petition PLN-APL-25-0003
Staff Report
Final Order
10-15-2025 Planning Commission Minutes
11-19-2025 Planning Commission Minutes
Correspondence before Planning Commission - 1
Correspondence before Planning Commission - 2
Correspondence from Ms. Price

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

a) City Administration: Emergency Procurement Report

b) Purchasing: Addendum No. 2 Guaranteed Maximum Price (GMP) to Agreement for Construction Management at Risk (CMAR) Continuing Services with Halfacre Construction for Lift Station 03 Expansion

Addendum No. 2 GMP to Agreement for CMAR Continuing Services with Halfacre Construction

9. UNFINISHED BUSINESS

a) City Administration: Second Amendment to Purchase and Sale Agreement between New Rogers Garden, Limited Partnership, Housing Authority of the City of Bradenton, and the City of Bradenton
Second Amendment to Purchase and Sale Agreement

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: January 28, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Black History Month

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Black History Month Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Black History Month
February 2026

Whereas, Black History Month is observed annually in February to encourage all citizens to have a deeper understanding of history and acknowledge the struggle for equality and freedom for all citizens; and

Whereas, in 1915, Dr. Carter G. Woodson founded the organization known as Association for the Study of African American Life and History (ASALH) and was instrumental in the origin of Black History Month; and

Whereas, Black and African Americans have continued to help enrich and shape the lives of all communities through their contributions in arts, law, sciences and politics; and

Whereas, the 2026 Black History Month theme of "A Century of Black History Commemorations" focuses on the profound ways that all citizens can take time to look back so we can push forward and continue to uplift our history; and

Whereas, the City of Bradenton wishes to acknowledge the lifelong sacrifices and successes for all Black and African Americans and stands firmly in remembrance of the past and looks optimistically for all to thrive and be respected in their communities.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim February 2026 as Black History Month in Bradenton, and urge all citizens to recognize the significant contributions and challenges faced by Black and African Americans throughout our nation's history.

Gene Brown
Mayor
January 28, 2026

AGENDA ITEM NO. 4.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Plaque Presentation

SUGGESTED ACTION: None

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Plaque presentation and recognition of recently retired Dispatcher Kassidy Brewer for 26 years of service to the City of Bradenton, the Bradenton Police Department, and residents.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
None

SUGGESTED MOTION:
None

ATTACHMENTS:

AGENDA ITEM NO. 4.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Karen Lanke, Information Technology

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Retirement Announcement

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Announcement of the retirement of Kevin Murk.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-09 - Community Development Block Grant (CDBG) funding for the City of Bradenton Public Works and Utilities Department

SUGGESTED ACTION: Approve the recommended CDBG funds to City of Bradenton Public Works and Utilities in the amount of $404,683.86.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
City of Bradenton Public Works and Utilities seeks funding to improve the City of Bradenton's existing tertiary treatment system at the City’s water reclamation facility.

FINANCIAL IMPACT:
The City of Bradenton is making a substantial amendment to its Annual Action Plan to reallocate CDBG funding after closing out activities in previous years. This project will be funded with $404,683.86 of these funds.

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

SUGGESTED MOTION:
Motion to approve Resolution 26-09.

ATTACHMENTS:

Resolution 26-09

CITY OF BRADENTON
RESOLUTION NUMBER 26-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN THE AMOUNT OF $404,683.86 TO THE CITY OF BRADENTON PUBLIC WORKS AND UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Bradenton Public Works and Utilities Department is seeking funding to improve the City's the existing tertiary treatment system at the City's water reclamation facility; and,

WHEREAS, the City of Bradenton desires to support the Public Works and Utilities Department by awarding CDBG funding in the amount of $404,683.86 to the Public Works and Utilities Department for eligible activities consistent with federal regulations.

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

1. The City of Bradenton hereby approves the award of CDBG funding in the recommended amount of $404,683.86 to the City of Bradenton Public Works and Utilities Department.
2. The City of Bradenton Public Works and Utilities Department will comply with all applicable federal, state, and local laws and regulations regarding the CDBG program.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 28th DAY OF JANUARY 2026 .

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

5457833v1

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-10 - Community Development Block Grant (CDBG) for the City of Bradenton Community Redevelopment Agency (CRA)

SUGGESTED ACTION: Approve the recommended CDBG funds to the City of Bradenton Community Redevelopment Agency in the amount of $120,555.30.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Community Redevelopment Agency seeks funding for the 8th Street East Streetscape and Parking Design project in the Central CRA.

FINANCIAL IMPACT:
The City of Bradenton is making a substantial amendment to its Annual Action Plan to reallocate Community Development Block Grant funding after closing out activities in previous years. This project will be funded with $120,555.30 of these funds.

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

SUGGESTED MOTION:
Motion to approve Resolution 26-10.

ATTACHMENTS:

Resolution 26 -10

CITY OF BRADENTON
RESOLUTION NUMBER 26-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING IN THE AMOUNT OF $120,555.30 TO THE CITY OF BRADENTON COMMUNITY REDEVELOPMENT AGENCY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS City of Bradenton Community Redevelopment Agency is seeking funding for the 8th Street East Streetscape and Parking Design Project in the Central CRA; and,

WHEREAS the City of Bradenton desires to support the Community Redevelopment Agency by awarding CDBG funding in the amount of $120,555.30 to the Community Redevelopment Agency for eligible activities consistent with federal regulations.

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

1. The City of Bradenton hereby approves the award of CDBG funding in the recommended amount of $120,555.30 to City of Bradenton Community Redevelopment Agency.
2. The City of Bradenton Community Redevelopment Agency will comply with all applicable federal, state, and local laws and regulations regarding the CDBG program.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 28th DAY OF JANUARY 2026 .

ATTEST:

Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

5457804v1

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-12 - Opioid Settlement Funds Disbursement Policy

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
As a result of the manufacture, distribution and over prescribing of opioids an epidemic of opioid addiction and overdoses arose through municipalities, counties, states and the entire nation.

The epidemic and its harmful effects resulted in an array of lawsuits against pharmaceutical companies, retailers, and distributors, to hold those entities accountable for the damage caused by their actions and for financial compensation to governments to help deal with ongoing prevention and abatement efforts.

Under various lawsuit settlements, the City will receive some direct funding, as well as a portion of the regional funding that is awarded to Manatee County under a statewide Memorandum of Understanding over the next several years, as described in the Interlocal Agreement between Manatee County and the City of Bradenton dated January 26, 2022, and the Amendment to Interlocal Agreement dated January 14, 2026.

This Policy will govern how the settlement funds received by the City will be allocated between the City of Bradenton Fire & Police Departments, as well as

require an annual presentation to City Council as to how the settlement funds are being utilized.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve Resolution 26-12.

ATTACHMENTS:
Resolution 25-12

CITY OF BRADENTON
RESOLUTION NUMBER 26-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE CITY OF BRADENTON OPIOID SETTLEMENT FUNDS DISBURSEMENT POLICY; PROVIDING CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as a result of the manufacture, distribution and over prescribing of opioids an epidemic of opioid addiction and overdoses arose through municipalities, counties, states, and the entire nation; and

WHEREAS, the epidemic and its harmful effects resulted in an array of lawsuits against pharmaceutical companies, retailers, and distributors, to hold those entities accountable for the damage caused by their actions and for financial compensation to governments to help deal with ongoing prevention and abatement efforts;

WHEREAS, under various lawsuit settlements, the City will receive some direct funding, as well as a portion of the regional funding that is awarded to Manatee County under a statewide Memorandum of Understanding over the next several years, as described in the Interlocal Agreement between Manatee County and the City of Bradenton dated January 26, 2022, and the Amendment to Interlocal Agreement dated January 14, 2026; and

WHEREAS; City Council wishes to establish a policy governing the following:

a) How the settlement funds received by the City will be allocated between the City of Bradenton Fire & Police Departments; and
b) The required presentation to Council as to how the settlement funds are being utilized.

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

1. The City hereby adopts the attached Opioid Settlement Funds Disbursement Policy.
2. Said Policy is 3 pages and is attached to and made a part of this Resolution.
3. This Resolution shall take effect immediately upon its adoption and shall repeal and replace all prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE BRADENTON CITY COUNCIL BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 28th DAY OF JANUARY, 2026.

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

5451128v1

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

5451128v1

CITY OF BRADENTON OPIOID SETTLEMENT FUNDS DISBURSEMENT POLICY

Approved by City Council – Resolution 26-12 dated January 28, 2026.

PURPOSE: The purpose of this policy is to establish a uniform set of guidelines governing the receipt and disbursement of opioid settlement funds received by the City of Bradenton

OVERVIEW: As a result of the manufacture, distribution and over prescribing of opioids an epidemic of opioid addiction and overdoses arose throughout municipalities, counties, states, and the entire nation. The efforts to combat this epidemic have caused and are continuing to cause an undue strain on the budgets of local and state governments. The epidemic and its harmful effects resulted in an array of lawsuits against pharmaceutical companies, retailers, and distributors. The purpose of the lawsuits is to hold those entities accountable for the damage caused by their actions and for financial compensation to governments to help deal with ongoing prevention and abatement efforts.

Under various lawsuit settlements, the City of Bradenton will receive some direct funding, as well as a portion of the regional funding that is awarded to Manatee County under a statewide Memorandum of Understanding over the next several years. The City of Bradenton and Manatee County entered into an Interlocal Agreement governing the use of Manatee County Regional Opioid Funds dated January 26, 2022, and Amendment to Interlocal Agreement dated January 14, 2026.

All settlement funds are to be used for approved purposes such as, but not limited to, treatment or recovery services and/or prevention efforts to remediate and abate the opioid crisis.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to the disbursement of opioid settlement funds.

PROCEDURES:

The City has established a separate general ledger project fund to track the receipt and distribution of all opioid settlement funds received. In accordance with guidelines promulgated by the Florida Attorney General's Office and the Interlocal Agreement entered into with Manatee County, these funds shall only be used for remediation and abatement of the impacts of this crisis including, but not limited to, treatment or recovery services, prevention efforts and administration costs incurred in the management of the settlement funds.

The National Opioid Settlement Agreements, the Florida Opioid Allocation and Statewide Response Agreement, and the Interlocal Agreement Governing the Use of Manatee County Regional Opioid Funds

govern the approved uses of the settlement funds:

Due to the restrictions placed on the use of opioid settlement funds set forth in the various settlement agreements, this fund will allow the City to properly document and track the receipt and appropriation of all opioid settlement funds. These rules require that an overwhelming majority of the settlement funds must be used for "Opioid Remediation". Opioid Remediation is defined as the "care, treatment and other programs designed to address the misuse of opioid products; treat or mitigate opioid use or related disorders; or mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic

These include, but are not limited to:

- Treatment
  - ➢ Treatment of Opioid Use Disorders (OUD's)
  - ➢ Supporting individuals and their families in treatment and recovery
  - ➢ Addressing the needs of pregnant or parenting women and their families, including babies with neo-natal abstinence syndrome
- Prevention
  - ➢ Preventing overdose deaths (i.e. Naloxone or other FDA-approved drugs to reverse opioid overdoses
  - ➢ Preventing the misuse of opioids
  - ➢ Preventing the over-prescribing and over-dispensing of opioids
- Other Strategies (educational)
  - ➢ Education and provision of wellness and support for first responders, school, community support groups and families
  - ➢ Training to abate the opioid epidemic
  - ➢ Supporting opioid abatement research
  - ➢ Providing leadership, planning and coordination to abate the opioid epidemic

As of the date of this Policy, the City has received $382,406.13 in settlement funds. The allocation of funds will be split equally between the departments on an annual basis. Any request to deviate from this proposed distribution will need to be approved by the City Administrator and City Council.

Annual presentation, prior to budget approval, to Council by the Bradenton Police Department and Bradenton Fire Department will be required to advise how opioid funds are being utilized, success of the program and future programming for additional funds.

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Amendment to the Watertank Lease Agreement with T-Mobile South, LLC - EWT #5 at 2901 59th Street West

SUGGESTED ACTION: Approval by City Council to enter into the second amendment to the Water Tank Lease Agreement and authorization for the Mayor to sign the agreement on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
T-Mobile has an existing Watertank Lease Agreement on EWT #5 (2901 59th Street West) that is set to expire on 3/24/30. In October, a T-Mobile representative requested a modification of the lease for 6 additional five year renewal terms and a reduced rent amount with a 10% per term escalation rate.

The City Policy only allows us to amend existing Telecommunication Leases for 2 additional five year renewals with a base rate of $36,000 rent annually. This was negotiated with T-Mobile and the attached amendment includes this extension agreement, as well as other provisions that were not contained in the original Lease and are required by the City Policy adopted in 2024 by Resolution 24-24, including the provision that the City may terminate the lease with 12 months' prior written notice if it is determined that it is necessary for municipal purposes.

FINANCIAL IMPACT:
Annual Rental Payment of $36,000 with 15% escalation per 5 year term.

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

SUGGESTED MOTION:
Motion to approve the Second Amendment to Watertank Lease Agreement with T-Mobile South, LLC, and authorization for the Mayor to sign the agreement on behalf of the City.

ATTACHMENTS:
Second Amendment to Water Tank Lease Agreement

Docusign Envelope ID: 723EA6E7-E1C2-4C24-AD1B-4FC67AE5268E

SECOND AMENDMENT TO WATERTANK LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATERTANK LEASE AGREEMENT ("Amendment") is made and entered into by and between City of Bradenton, a political body of the State of Florida ("Lessor"), and T-Mobile South LLC, a Delaware limited liability company ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Watertank Lease Agreement dated July 13, 2005, as amended on August 25, 2021 (collectively the "Agreement"), with respect to Premises located at 2901 59th Street West, Bradenton, Florida, 34209 (the "Property").

B. Pursuant to the terms of the Agreement, the Agreement expires on August 22, 2030.

C. Lessee desires to negotiate the terms of the Agreement and renew the Agreement with the negotiated terms.

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

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

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

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

2. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

> This extended term shall commence on August 23, 2030 and shall continue for an initial term (the "Original Term") of five (5) years. Thereafter, this Agreement shall continue in force and effect upon the terms and conditions contained herein for one (1) renewal term of five (5) years each unless Lessee terminates this Agreement by providing written notice to Lessor at least six (6) months prior to the expiration of the Original Term or any renewal term. In addition to any other rights of termination provided herein, the Lessor has the absolute right to terminate the Agreement if it is later determined by the Lessor that the

Docusign Envelope ID: 723EA6E7-E1C2-4C24-AD1B-4FC67AE5268E

Agreement space is needed for municipal purposes. In such event, the Lessor agrees to provide Lessee twelve (12) months prior written notice of such action.

3. Section 3 of the Agreement shall be amended to reflect that effective August 23, 2030 the annual rent payment shall be $36,000.00 and that the annual rent shall escalate on August 23, 2035 at the rate of 15% per term.

4. Section 21 of the Agreement shall be deleted in its entirety and replaced with the following:

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

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

City of Bradenton Public Works and Utilities Department
Public Works Annex, 1411 9th Street West, Bradenton, FL 34205
Attn: Public Works and Utilities Director
Telephone: 941-708-6300

LESSEE:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Agreement Compliance / A2F3003A

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

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

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The Lessee shall be responsible for any costs associated with the removal and any costs associated with the Lessee's use of a temporary transmission site or cell on wheels.

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

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

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

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

T-MOBILE SOUTH LLC, a Delaware limited liability company

DocuSigned by:
By: Elisabeth Boyer
935ED204DFAB4B0...
Name: Elisabeth Boyer
Title: Sr. Manager, Procurement
Date: 1/7/2026

CITY OF BRADENTON

By:_____
Name:_____
Title:_____
Date:_____

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-11 - Revision of the Affordable Housing Advisory Committee (AHAC) Bylaws

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
- Page 1: Addition of City of Bradenton Logo to the top of the page. The addition of the logo would bring the document into compliance with the City's Branding Policy.
- Page 1: The addition of the adoption date.
- Article V, Section 5.1: Revised the meetings from monthly to quarterly.
- Article V, Section 5.10: Removed the roll call requirement because the clerk will keep track of who is in attendance.
- Replaced “City liaison” with “City Clerk’s office” throughout the document.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 26-11.

ATTACHMENTS:

Resolution 26-11

CITY OF BRADENTON
RESOLUTION NO. 26-11

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING THE CITY'S AFFORDABLE HOUSING ADVISORY COMMITTEE'S BYLAWS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 420.9076, Florida Statutes, the City established an Affordable Housing Advisory Committee and prescribed its requirements, powers, and duties in Sections 46-62 and 46-63 of the Code of Ordinances; and

WHEREAS, the Affordable Housing Advisory Committee adopted Bylaws on January 15, 2026; and

WHEREAS, Section 5.11 of said Bylaws states that the Bradenton City Council must ratify the Bylaws following the approval by the Affordable Housing Advisory Committee; and

WHEREAS, the City Council of the City of Bradenton has reviewed the attached Bylaws and desires to ratify said Bylaws as set forth herein.

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

1. The City of Bradenton City Council hereby approves the attached Bylaws.
2. Said Bylaws consist of three (3) pages and are attached hereto 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 OF THE CITY OF BRADENTON WITH A QUORUM PRESENT AND VOTING ON THIS 28TH DAY OF JANUARY, 2026.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

5458853v1

BYLAWS OF THE CITY OF BRADENTON
AFFORDABLE HOUSING ADVISORY COMMITTEE
ADOPTED JANUARY 15, 2026

ARTICLE I: PURPOSE AND INTENT

The Bradenton City Council has established the Affordable Housing Advisory Committee under Section 46-62 of the Code of Ordinances, pursuant to s. 420.9076, to recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions. All parts of these bylaws shall be superseded by changes or updates to relevant Florida Statute.

ARTICLE II: APPLICABLE FLORIDA LAWS

Section 2.1 **Public Records Law and E-mails: Each** member of the Committee shall comply with Florida's Public Records Law, Chapter 119 Florida Statutes, as may be amended from time to time.

Section 2.2 **Government in the Sunshine Law: Each** member of the Committee shall comply with the Florida Government in the Sunshine Law, Chapter 286, Florida Statutes, as may be amended from time to time.

Section 2.3 **Code of Ethics: The** Committee shall comply with the following state laws and City of Bradenton policies with regard to the Florida Code of Ethics for Public Officers and Employees:

Clause 2.3.1 Each member of the Committee shall comply with Section 112.3143, Florida Statutes, "Voting Conflicts," as may be amended from time to time.

Clause 2.3.2 Each member of the Committee shall abide by the Standards of Conduct set forth in Section 112.313, Florida Statutes, as may be amended from time to time.

ARTICLE III: MEMBERSHIP

Section 3.1 **Membership:** The Committee shall be structured in accordance with Section 420.9076, Florida Statutes, and City of Bradenton Ordinance 46-62, as may be amended from time to time. Committee members shall serve at the discretion of the Bradenton City Council. The Committee shall consist of nine (9) members that include one member of City Council, two members of the public at large, and one representative from at least six of the categories found in Section 420.9075. Florida Statutes, and City Ordinance 46-62, as may be amended from time to time.

Section 3.2 **Terms:** The Committee members shall serve staggered two-year terms and may be reappointed for subsequent terms. Appointments shall be made by the Mayor with the approval of the City Council. If a vacancy occurs prior to the expiration of any member's full term, the Mayor will advertise the position and replace with another suitable candidate accordingly, upon City Council approval.

Section 3.3 **Compensation:** All members of the Committee shall serve without compensation; none are entitled to pension or retirement benefits for service on the Committee.

ARTICLE IV: OFFICERS

Section 4.1 **Officers: Except** where otherwise required by statute or ordinance, the Committee shall elect its Chair and Vice-Chair from among its members. The term of the Chair and Vice-Chair shall be one (1) year with eligibility for reelection.

Section 4.2 **Duties of Officers: The** Chair of the Committee shall preside at all meetings. In the event of the Chairperson's absence, or at the discretion of the Chair, the Vice-Chair shall assume the powers and duties of the Chair. The Chair shall call any necessary Special Meetings of the Committee, with proper advertising and notice to the public members.

ARTICLE V: MEETINGS

Section 5.1 **Regular Meetings:** Regular meetings will be held quarterly in the Bradenton City Hall. Time and place changes of meetings may be called by the Chair or staff, provided that reasonable advance notice is given to each member and the public in accordance with Florida's Sunshine Law.

Section 5.2 **Special Meetings:** The Chair may call a special meeting of the Committee to discuss any issue properly before the Committee. Such special meetings may be convened only after notification is given to each member of the Committee and after public notice is given no later than forty-eight (48) hours before the special meeting is schedule to begin.

Section 5.3 **Public Participation:** Members of the public shall be given an opportunity to be heard on any matter before the Committee.

Section 5.4 **Meeting Agendas:** The City Clerk's office shall develop an agenda for each meeting of the Committee. Any member of the Committee may request that appropriate items be placed on the agenda.

Section 5.5 **Quorum:** The advisory committee may not take formal action unless a quorum is present, but may meet to hear presentations if duly noticed. In order to constitute a quorum, there must be a majority of the advisory committee's then appointed members present at the meeting.

Section 5.6 **Meeting Minutes:** Minutes shall be taken at all regular and special meetings of the Committee. The City Clerk's office shall prepare and maintain the minutes of each meeting.

Section 5.7 **Attendance at Meetings:** Members shall provide notification to the City Clerk's office of an absence at the earliest possible opportunity, but at a minimum, twenty-four (24) hours in advance of the meeting. The City Clerk's office shall notify the Chair in the event that projected absences will produce a lack of quorum. In the event a member is absent from two of three successive regular meetings of the Committee, and the absences are unexcused, the member may be dismissed from the Committee. The City Clerk's office shall notify the Mayor of any member recommended by the Committee for dismissal.

Section 5.8 **Procedure:** Robert's Rules of Order Revised shall guide the procedure of all meetings to the extent that they do not conflict with bylaws. In the event of a conflict or inconsistency between the bylaws and Robert's Rule of Order Revised, the bylaws shall prevail. A failure to strictly adhere to the Robert's Rules of Order Revised shall not void any action taken by the Committee. The Florida Sunshine Law, Public Records Law, Section 420.9076 Florida Statutes, Section 46-62 of the City of Bradenton Ordinances, the State Housing Initiatives Partnership (SHIP) Procedures Manual, and these bylaws shall all govern the Committee.

Section 5.9 **Voting:** At all meetings of the Committee, each member attending shall be required to cast a vote on all matters requiring action by the Committee. Any member who has a conflict of interest on any issue being voted shall recuse himself or herself from voting on matters relating to the conflict. The member must have a special gain or loss as defined by the Florida Commission on Ethics in order to have a conflict of interest. The member should consult with the City Attorney on whether a conflict exists. In the event of a conflict, the required form must be completed and made part of the minutes. The conflict and recusal shall be stated in the minutes of the Committee.

Section 5.10 **Proceeding:** The order of business, unless otherwise adopted by the members present, at all regular meetings shall be as follows:

1. Call to order and Pledge of Allegiance
2. Additions or corrections to the agenda
3. Approval of minutes of previous meetings
4. Agenda items
5. Public Comments
6. Adjournment

Section 5.11 **Amendments:** These bylaws may be amended at any meeting of the Committee, only to the extent consistent with City ordinance and provided that said notice of proposed amendment is given to each member in writing at least five (5) business days prior to said meeting and the action is ratified by the Bradenton City Council.

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: DeSoto River Regatta Fundraiser

SUGGESTED ACTION: Approval with compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
DeSoto Historical Society will be hosting their annual fundraiser during the River Regatta on Feb. 20-Feb. 21, 2026, at Riverwalk. They will be hosting two beer garden locations for the race festivities.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the DeSoto River Regatta Fundraiser with compliance of all COB Special Event Standards.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Hernando de Soto Historical Society Date of Application: 11/10/25

Contact Name: Gus Sokos Contact Phone 1: (941) 920-4046

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

Address: 605 17th Ave W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: River Regatta Event Date: 2/20/26 & 2/21/26

Purpose of Event: Family fun & fundraiser

Description of Event: _____

Event Location: Bradenton Riverwalk

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	2/20/26	Friday	8Am	5pm	
Event Day 1	2/20/26	Friday	5pm	9pm	
Event Day 2	2/21/26	Saturday	11 Am	7pm	
Event Day 3					
Break Down	2/21/26	Saturday	7pm	10:30pm	

Number of years event has been held: 12 years Past Attendance: _____

(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
	See Attached map	

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

Will a stage be used for the event? Yes (No)

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

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

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

Vendor Information

Will the event offer food? Yes (No)

Where will the food be prepared? _____

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

_____

_____

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

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

Describe any additional event activities.

_____

_____

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, GUS SOKOS, applicant/event organizer for River Regatta (event), scheduled for (date&hours), 2/20/26 & 2/21/26, from 5pm-9pm to 11Am-7pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

Hernando de Soto Historical Society
Organization

GUS SOKOS, Executive Director
Typed or Printed Name and Title

11/10/25
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Signature of Applicant/Event Organizer

Hernando de Soto Historical society
Organization

GUS SOKOS, Executive Director
Typed or Printed Name and Title

11/10/25
Date

(03/2022)

2026 RIVER REGATTA
SITE PLAN

Regatta area

De Soto beer garden



AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Earth Day

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Keep Manatee Beautiful will host an Earth Day celebration with a Riverwalk cleanup on April 18, 2026. The event will provide volunteers, supplies and refreshments as they help spruce up the Riverwalk area. The event has an expectation of 100 attendees.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Earth Day event with the stipulations recommended by staff.

ATTACHMENTS:
Earth Day Application and Site Plan

bradenton

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Keep Manatee Beautiful Date of Application: 12/156/25

Contact Name: Jennifer Hoffman Contact Phone 1: 941/757-7294

Contact Email: keep@manateebeautiful.com Contact Phone 2: 941/795-8272

Address: 1112 Manatee Ave W, 8th Floor #843

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Earth Day Event Date: 4/18/26

Purpose of Event: Downtown beautification

Description of Event: plantings, mulching, cleanup litter

Event Location: Regatta Plaza 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): ____	_____

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	4 /18/26	Saturday	5am	8:30am	20
Event Day 1	4/18/26		9am	1pm	100
Event Day 2					
Event Day 3					
Break Down	4/18/26		1pm	3pm	20

(03/2022)

Number of years event has been held: _____ 9 Past Attendance: 100

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

Will any tents be used for the event? **Yes**

Tent Size	Number of Tents	Tent Location
10x10	3-5	Multi locations along route

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

Will a stage be used for the event? **No**
Will the event require electricity? **No** Type of electrical power: _____
Will a generator be used? **No** Size of generator: _____
Will gas equipment be used? **No** Type of fuel source: _____

Vendor Information

Will the event offer food? **Yes**
Where will the food be prepared? Store Bought
Will cooking equipment be used? **No**
Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? **No**
Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? **Yes**
Will amplified sound equipment be used? **Yes**
Will musical entertainment be used? **No**
Please describe any type of entertainment and sound equipment.
We will have a dj for music in the background and to make announcements.

Are fireworks planned? **No** Note: Fireworks will require an additional permit.
Are live animals planned to be at the event? **No**

(03/2022)

Describe any additional event activities.

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? **No**

Solid Waste Service? **No**

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? **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? **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.

(03/2022)

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, **Jennifer Hoffman**, applicant/event organizer for Earth Day 2026, Event Hours scheduled for (date&hours), 4/18/26, from 9am to 1pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Jennifer Hoffman
Signature of Applicant/Event Organizer

Jennifer Hoffman
Typed or Printed Name and Title

Keep Manatee Beautiful
Organization

12/16/25
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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.

Jennifer Hoffman
Signature of Applicant/Event Organizer

Jennifer Hoffman
Typed or Printed Name and Title

Keep Manatee Beautiful
Organization

12/16/25
Date

(03/2022)



Earth Day
4/18/26

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Law Enforcement Torch Run Manatee 5K

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 1 COB Public Works staff member onsite and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Bradenton Police Department and Manatee Sheriff's Office will host a 5K run to benefit the Special Olympics. The event will feature a run on Riverwalk with food and activities located in the surface parking area at Bradenton Police Department. The event has an expectation of 150 attendees.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Law Enforcement Torch Run Manatee 5K with the stipulations recommended by staff.

ATTACHMENTS:
Law Enforcement Torch Run Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Law Enforcement Torch Run for Special Olympics Date of Application: 12/15/2025

Contact Name: Chris Deshaies , Rick Alvarado Contact Phone 1: 603-540-1682

Contact Email: Christopher.deshaies@bradentonpd.com
Ricardo.alvarado@manateesheriff.com Contact Phone 2: 941-526-8559

Address: 100 10th ST W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Law Enforcement Torch Run Manatee 5K
Event Date: 03-21-2026

Purpose of Event: Fund Raiser for Special Olympics

Description of Event: 5K

Event Location: Riverwalk

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	03-21-2026	Saturday	0630	0730	150
Event Day 1	03-21-2026	Saturday	0800	1000	150
Event Day 2					

Event Day 3					
Break Down	03-21-2026	Saturday	1000	1030	

Number of years event has been held: 3 Past Attendance: 125

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*10	1	1400 Barcarrota Blvd.

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

Will a stage be used for the event? Yes No

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

Will a generator be used? Yes No Size of generator: 4500

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

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? BRADENTON PD

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.

One speaker

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

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

(03/2022)

Describe any additional event activities.

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

(03/2022)

Rental Contract

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

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

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

I, Chris Deshaies, Rick Alvarado , applicant/event organizer for Law Enforcement Torch Run 5k (event), scheduled for 03-21-2026, from 0630 to 1030, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Chris #174 — Signature of Applicant/Event Organizer

BPD / MSO — Organization

Christopher Deshaies RICK ALVARADO — Typed or Printed Name and Title

12/15/25 — Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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.

Chris #174 — Signature of Applicant/Event Organizer

BPD / MSO — Organization

Christopher Deshaies LT. R. ALVARADO — Typed or Printed Name and Title

12/15/25 — Date

(03/2022)

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

Name of Requestor: Chris Deshaies and Rick Alvarado

Name of Organization: Law Enforcement Torch Run for Special Olympics

Street Address: 100 10th St W

City: Bradenton State: FL Zip: 34205 Telephone: 603-540-1682 941-526-8559 Email:

Christopher.deshaies@bradentonpd.com and Ricardo.alvarado@manateesheriff.com

Name of Event: Manatee County Law Enforcement Torch Run 5K

Start Date: 3-21-2025 End Date: 3-21-2025 Start Time: 0630 End Time: 1030

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

15th St W, 14th St W, 13th St W, 12th St W and 10th St W on Barcarrota Blvd

2nd St E, 4th St E on Riverside Dr E

1st Ave E, 2nd Ave E, 3rd Ave E, 4th Ave E on 6th St E

Manatee Ave E and 6th St E

(See attached route)

Proposed detour route (include alternative road and map):


START/
FINISH
LINE
Manatee River
GREEN Bridge
US 41 N
WATERFRONT DR
RIVERFRONT BLVD
BARCARROTA BLVD
MEMORIAL PIER
City Hall
1ST AVE W
2ND AVE W
3RD AVE W
4TH AVE W
MANATEE AVE W
MANATEE AVE E
1ST AVE
2ND AVE E
3RD AVE E
4TH AVE
5TH AVE DR E
6TH AVE E
6TH ST NE
1ST ST E
2ND ST E
4TH ST E
8TH ST E
1ST ST W
2ND ST W
3RD ST W
9TH AVE W
10TH AVE W
10TH AVE E
Manatee Memorial Hospital
BUSINESS
41
64
301
0 150 300 450
Yards
N
S
E
W
CITY OF BRADENTON FLORIDA
City of Bradenton
Special Event
Approved Race Route
bradenton

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-07- Architectural Review Board Reappointment

SUGGESTED ACTION: Approval and Confirmation

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Gene Bay to the Architectural Review Board and defining his term.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 26-07.

ATTACHMENTS:
Resolution 26-07

RESOLUTION NUMBER 26-07

A RESOLUTION REAPPOINTING **GENE BAY** TO THE **ARCHITECTURAL REVIEW BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

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

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

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

Gene Bay for a term to expire January 2029.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 28th day of January, 2026.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-08 - Citizens Advisory Committee of the Metropolitan Planning Organization (MPO) Reappointment

SUGGESTED ACTION: Approval and Confirmation

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Kurt Landefeld to the Citizens Advisory Committee of the MPO and defining his term.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 26-08.

ATTACHMENTS:
Resolution 26-08

RESOLUTION NUMBER 26-08

A RESOLUTION REAPPOINTING **KURT LANDEFELD** TO THE **CITIZENS ADVISORY COMMITTEE OF THE METROPOLITAN PLANNING ORGANIZATION** 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 reappointment from this date hereof:

Kurt Landefeld for a term to expire January 2029.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 28th day of January, 2026.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement for Construction Manager at Risk (CMAR) Services for the City of Bradenton City Park Project

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On October 17, 2025, City of Bradenton advertised Request for Qualifications (RFQ) 26-002EJ to select a firm for Construction Manager at Risk (CMAR) Services for City Park. 22,318 vendors were notified, 77 vendors viewed the solicitation, and 8 vendors submitted an offer.

On November 24, 2025, a three-member evaluation committee reviewed and scored each of the proposals based on the ability of professional personnel, proposer's past performance and experience, and project approach.

Following scoring, four proposers were shortlisted to participate in a presentation and question and answer session on December 4, 2025. After the presentation and question and answer session with each of the firms, the Committee reconvened and awarded to the highest-ranking proposer. Tandem Construction being the highest-ranking proposer is recommended for award.

Following selection of Tandem Construction to provide CMAR services for City Park, a contract for these services has been negotiated. This contract includes a cost proposal for pre-construction services. A separate proposal for the Guaranteed Maximum Price for the actual construction will be brought before City

Council for approval separately.

FINANCIAL IMPACT:
Funding for these costs is provided under GL Account #30158200-563000-CTYPK.

ATTORNEY REVIEW/RECOMMENDATION:
Review and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the Agreement for Construction Manager at Risk Services with Tandem Construction for the City of Bradenton City Park Project.

ATTACHMENTS:
Agreement for Construction Manager at Risk Services for the City of Bradenton City Park Project

AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE CITY OF BRADENTON CITY PARK PROJECT

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Bradenton (the "Owner"), and P.J. Hayes, Inc. dba Tandem Construction., registered and licensed to do business in the State of Florida (License #CGCA31741) (the "Construction Manager").

WHEREAS, Owner issued RFQ 26-002EJ (the "RFQ") seeking statements of qualifications from interested construction managers for construction manager "at-risk" services for City Park Project (the "Project"), within the City of Bradenton; and

WHEREAS, Construction Manager submitted a response to the RFQ (the "Proposal") and Owner selected Construction Manager to provide the construction manager "at-risk" services for the Project.

NOW THEREFORE, the Owner and the Construction Manager, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect/Engineer, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS. The general conditions of the Agreement shall be the attached General Conditions of the Construction Agreement, which is incorporated herein by reference. The term "Contractor" as used in the General Conditions shall mean the Construction Manager. The term "Contract Sum" as used in the General Conditions shall mean Guaranteed Maximum Price (GMP).

ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction

Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE.

A. SCOPE OF SERVICES. Construction Management at Risk services to be provided during the Preconstruction Phase shall include, but not be limited to, services found in Exhibit A to the General Conditions.

B. PRELIMINARY EVALUATION. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other. These services shall typically be based on conceptual designs up to thirty (30) percent design drawings.

C. CONSULTATION. The Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

D. PRELIMINARY PROJECT SCHEDULE. When Project requirements described in Section 3.1.A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) proposal or partial GMP proposals, if applicable, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

E. PHASED CONSTRUCTION. The Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Project Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities. If the parties determine that phased construction of the Project is appropriate, Construction Manager

shall prepare and submit partial GMPs for each phase of the Project in accordance with the preliminary Project schedule.

F. PRELIMINARY COST ESTIMATES.

1. When the Owner has sufficiently identified the Project requirements and the Architect/Engineer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2. When schematic design documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

3. When design development documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect/Engineer and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

4. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

G. SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of a minimum of three (3) possible Subcontractors per trade, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the work required to complete the Project as described in the Scope of Work attached hereto (the "Work") The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed. Subcontractors or suppliers.

H. LONG LEAD TIME ITEMS. The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time items which

will constitute part of the Work as required to meet the Project schedule. The Construction Manager shall identify materials and equipment for potential Owner Direct Purchase ("ODP") and present recommendations to the Architect/Engineer and Owner for consideration. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's GMP proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

I. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP\. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

J. EQUAL EMPLOYMENT OPPORTUNITY PROGRAMS. The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

A. TIMING. When the Project Plans and Specifications are sufficiently complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee. If phased construction of the Project is implemented, Construction Manager shall propose partial GMPs for each construction phase in accordance with the preliminary Project schedule.

B. FURTHER DEVELOPMENT OF PROJECT PLANS AND SPECIFICATIONS. As the Project Plans and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development of the Project Plans and Specifications by the Architect/Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, as required, shall be incorporated by Change Order.

C. CONTINGENCY. The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 2.2.B and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

D. BASIS OF GUARANTEED MAXIMUM PRICE. The Construction

Manager shall include with the GMP proposal a written statement of its basis, which shall include:

1. A list of the Project Plans and Specifications, including all addenda thereto and any other documents which were used in preparation of the GMP proposal.

2. A list of allowances and a statement of their basis.

3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.

4. The proposed GMP, including a statement of the estimated costs organized by trade categories, allowances, contingency, and other items and the Fee that comprise the GMP.

5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the construction documents issuance dates upon which the date of Substantial Completion is based.

E. MEETING OF CONSTRUCTION TEAM. The Construction Manager shall meet with the Owner and Architect/Engineer to review the GMP proposal and the written statement of its basis. In the event that the Owner or Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

F. ACCEPTANCE. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

G. NO COSTS IN ADVANCE. Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

H. GMP ADDENDUM. Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in the GMP Addendum. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

I. REVISIONS TO PROJECT PLANS AND SPECIFICATIONS. The Owner shall authorize and cause the Architect/Engineer to revise the Project Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Addendum. Such revised Project Plans and Specifications shall be furnished

to the Construction Manager in accordance with schedules agreed to by the Owner, Architect/Engineer and Construction Manager. The Construction Manager shall promptly notify the Architect/Engineer and Owner if such revised Project Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

J. TAXES. The GMP shall include in the Cost of the Work only those taxes which are enacted at the time the GMP is established.

2.3 CONSTRUCTION PHASE.

A. GENERAL.

1. The Construction Phase shall commence on the earlier of:

   i. the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed,

   ii. or the Owner's first authorization to the Construction Manager to:

      (a) award a Subcontract,
      (b) undertake construction Work with the Construction Manager's own forces, or
      (c) issue a purchase order for materials or equipment required for the Work.

B. ADMINISTRATION.

1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from a minimum of two (2) Subcontractors per trade and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect/Engineer, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the GMP has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has

submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the GMP by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

3. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.H and 7.1.I and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

4. The Construction Manager shall schedule and conduct a meeting at which the Owner, Architect/Engineer, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

5. Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare a schedule in accordance with Section 2.3 of the General Conditions, including the Owner's Substantial Completion and occupancy requirements.

6. The Construction Manager shall provide monthly written reports, including aerial photographs and photographs of work completed to date, to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.

7. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect/Engineer at regular intervals.

2.4 PROFESSIONAL SERVICES. Sections 2.1 and 2.2 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

2.5 HAZARDOUS MATERIALS. Sections 2.4.U and 5.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES.

A. GENERAL INFORMATION. The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

B. BUDGET. The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect/Engineer, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the information in subsection 1 through 5 below, with reasonable promptness and at the Owner's expense. However, the Owner may also contract with the Construction Manager to furnish any such information. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 5, below, but shall exercise customary precautions relating to the performance of the Work.

1. Reports, surveys, drawings and tests concerning the conditions of the Project Site which are required by law.

2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

3. The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolations tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4. Structural, mechanical, chemical, air and water pollution tests, tests for

hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

5. The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE. The Owner shall designate in writing its Owner's Project Representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This Representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 5.2 of the General Conditions, the Architect/Engineer does not have such authority.

3.3 ARCHITECT/ENGINEER. The Owner shall retain an Architect/Engineer to provide basic services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Project. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

3.4 LEGAL REQUIREMENTS. The Owner shall determine and advise the Architect/Engineer and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4
COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Services as follows:

4.1 COMPENSATION.

A. PRECONSTRUCTION SERVICES. For the Preconstruction Services described in Section 2.1, the Construction Manager's compensation shall be in accordance with the Fee Schedule Exhibit A.

B. ADJUSTMENT. Compensation for Preconstruction Services shall be equitably adjusted if such services extend beyond Ninety (90) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

C. PERSONNEL EXPENSE. If compensation is based on a multiple of Direct Personnel Expense, "Direct Personnel Expense" shall mean the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS.

A. TIMING. Subject to the requirements of Article III of the General Conditions, payments for Preconstruction Services shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

B. DUE DATES. Payments shall be made by Owner in accordance with the requirements of Section 218.70, et seq., Florida Statutes.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION. For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as follows:

The Construction Management Fee Percentage shall be six and one half percent (_6.5%) of the total Cost of the Work.

5.2 GUARANTEED MAXIMUM PRICE. The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided as the GMP in the GMP Addendum, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.3 CHANGES IN THE WORK

A. ADJUSTMENTS TO GMP. Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Addendum may be determined by any of the methods listed in Article V of the General Conditions.

B. "COST". In calculating adjustments to Subcontracts (except those awarded

with the Owner's prior consent on the basis of cost plus a fee), the Owner and Construction Manager shall proceed in accordance with Section 5.6 of the General Conditions. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. In calculating adjustments to the Agreement, the terms "cost'" and "costs" as used in the above-referenced General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.

C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.l for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment provisions of Section 5.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

B. LABOR COSTS.

1. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Owner's agreement, at off-site workshops.

2. Wages or salaries of the Construction Managers supervisory and administrative personnel when stationed at the Project Site with the Owner's agreement.

Classification	Name
Project Executive	Brian Leaver
Preconstruction Manager	Kent Hayes
Preconstruction Administrator	Terie Leonard
Project Estimator	Trina Kouba
SR. Project Manager	Nathan Renner
Project Manager	Cody Carson
Asst. Project Manager	TBD
General Superintendent	Gary Shortall
Project Superintendent	Andrew Leaver
Asst. Project Superintendent	TBD
Quality Control Manager	AJ Fritsch

Project Engineer	TBD
Contract Administrator	Jennifer Lowry
Accounting	Amanda Jacobson

(If it is Intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal office or offices other than the site office shall be Included in the Cost of the Work; such personnel shall be identified below.)

3. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

Classification	Labor Rate ($/Hour)
Project Executive	$192
Preconstruction Manager	$145
Preconstruction Administrator	$65
Project Estimator	$90
SR. Project Manager	$158
Project Manager	$137
Asst. Project Manager	$90
General Superintendent	$127
Project Superintendent	$105
Asst. Project Superintendent	$95
Quality Control Manager	$113
Project Engineer	$70
Contract Administrator	$82
Accounting	$87

4. Costs paid or incurred by the Construction Manager for taxes. insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.B.l through 6.1.B.3.

C. SUBCONTRACT COSTS. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts.

D. COSTS MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION.

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

2. Costs of materials described in the preceding Section 6.1.D.l in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

E. COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS.

1. Costs, including transportation, installation, maintenance, dismantling and removal of materials. supplies. temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers which are provided by the Construction Manager at the Project Site, whether rented from the Construction Manager or others and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item.

3. Costs of removal of debris from the Project Site, including proper and legal disposal of same.

4. Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges. telephone at the Project Site and reasonable petty cash expenses of the Project Site office.

5. That portion of the approved reasonable travel and subsistence expenses of the Construction Manager’s personnel incurred while traveling in discharge of duties connected with the Work. Subject to prior approval of Architect/Engineer and Owner.

F. MISCELLANEOUS COSTS.

1. That portion directly attributable to this Agreement of premiums for insurance and bonds.

2. Sales, use or similar taxes imposed by a governmental authority which are

related to the Work and for which the Construction Manager is liable.

3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.H.2, reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.

5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses; judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the GMP and provided that such royalties, fees and costs are not excluded by the Contract Documents.

6. Costs for electronic equipment and software, directly related to the Work and with the Owner's prior approval.

7. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.

8. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and/or Architect/Engineer and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.

9. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations, with Owner’s prior approval of such expense.

10. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

G. EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK. The Cost of the Work shall also include costs described in Section 6.1.A which are incurred by the Construction Manager:

1. In taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 2.4.P of the General Conditions.

2. In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement or by the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or by the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

H. COSTS TO BE INCLUDED. The costs described in Sections 6.1.A through 6.1.G of this Agreement shall be included in the Cost of the Work notwithstanding any provisions of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2 below.

6.2 COSTS NOT TO BE REIMBURSED

The Cost of the Work shall not include:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Site office, except as specifically provided in Sections 6.1.B.2 and 6.1.B.3.

2. Expenses of the Construction Manager's principal office and offices other than the Project Site office, except as specifically provided in Section 6.1.

3. Overhead and general expenses, except as may be expressly included in Section 6.1.

4. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

5. Rental costs of machinery and equipment, except as specifically provided in Section 6.1.E.2.

6. Except as provided in Section 6.1.H, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

7. Costs incurred in the performance of Preconstruction Services.

8. Except as provided in Section 6.1.F.10, any cost not specifically and expressly described in Section 6.1.

9. Costs which would cause the GMP to be exceeded.

10. Costs for services performed during the Preconstruction Phase.

6.3 DISCOUNTS, REBATES AND REFUNDS

A. ACCRUAL TO OWNER. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

B. DEDUCTION FROM COST OF WORK. Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other Owner-authorized personnel shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7
CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS

A. PROGRESS PAYMENTS. Subject to the requirements of Article III of the General Conditions, based upon Applications for Payment submitted to the Architect/Engineer by the Construction Manager and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the GMP to the Construction Manager as

provided below and elsewhere in the Contract Documents.

B. PERIOD COVERED. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or a thirty (30) day period following issuance of Notice to Proceed.

C. DATE OF PAYMENT. Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect/Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

E. SCHEDULE OF VALUES. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Construction Manager's Application for Payment.

F. PERCENTAGE OF COMPLETION. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

G. COMPUTATION. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 5.6 of the General Conditions, even though the GMP has not yet been adjusted by Change Order.

2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the Project Site at a location agreed upon in writing, supported by paid receipts and covered under the Construction Manager's insurance.

3. Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Construction Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.

4. Subtract the aggregate of previous payments made by the Owner.

5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.l.D to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner in such documentation.

6. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 3.3.C of the General Conditions.

H. SUBCONTRACTOR RETAINAGE. Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts.

I. REDUCTION IN RETAINAGE. Notwithstanding the foregoing, upon completion of at least fifty percent (50%) of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to two and a half percent (2.5%) the amount of retainage withheld from the Construction Manager's Fee in each subsequent progress payment.

J. NO ADVANCE PAYMENTS. Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site.

K. RELIANCE ON INFORMATION. In taking action on the Construction Manager's Applications for Payment, the Architect/Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect/Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.D or other supporting data, that the Architect/Engineer has made exhaustive or continuous on-site inspections or that the Architect/Engineer has made examinations to ascertain how or for what purposes the

Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.

7.2 FINAL PAYMENT.

A. CONDITIONS OF FINAL PAYMENT. Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the Construction Manager, or, if phased construction is implemented for this Project, the Work required for the construction phase for which Construction Manager is seeking payment has been fully performed by the Construction Manager, except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; (3) a final Certificate for Payment has then been issued by the Architect/Engineer; and (4) the issuance of a Certificate of Occupancy; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:

B. CALCULATION. The amount of the final payment shall be calculated as follows:

1. Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the GMP.

2. Subtract amounts, if any, for which the Architect/Engineer withholds, in whole or in part, a final Certificate for Payment as provided in Section 3.3.C of the General Conditions or other provisions of the Contract Documents.

3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner. Failing reimbursement by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such overpayment.

C. REVIEW. The Owner's fiscal staff will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect/Engineer by the Construction Manager. Based upon such Cost of the Work as the Owner's fiscal staff report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.A have been met, the Architect/Engineer will, within seven days after receipt of the written report of the Owner's fiscal

staff, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect/Engineer's reasons for withholding a certificate as provided in Section 3.3.C of the General Conditions.

D. ISSUANCE. If the Owner's fiscal staff report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect/Engineer. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect/Engineer's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's fiscal staff becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect/Engineer's final Certificate for Payment.

E. ADDITIONAL REIMBURSEMENTS. If subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2, arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8
INSURANCE AND BONDS

8.1 INSURANCE. Construction Manager shall procure and maintain insurance in accordance with the RFQ.

8.2 PAYMENT AND PERFORMANCE BOND.

A. BOND REQUIRED. Upon execution of the Agreement, the Construction Manager shall post a Payment and Performance Bond in the amount of the GMP, in a form approved by the Owner. If the parties determine that phased construction of the Project is appropriate, Construction Manager shall post a separate Payment and Performance Bond for each partial GMP, in the amount of such partial GMP, in a form approved by the Owner.

B. DELIVERY. The Construction Manager shall deliver the required bond to the Owner at least three days before the commencement of any Construction Phase services. If phased construction is implemented for the Project, Construction Manager shall deliver the required bond for each construction phase to the Owner at least three days before the commencement of any services required for the relevant construction phase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article VIII of the General Conditions.

9.2 OTHER PROVISIONS. Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

9.3 EXTENT OF CONTRACT. This Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. Except as provided in Section 9.13 below, if anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.4 OWNERSHIP AND USE OF DOCUMENTS. Section 10.4 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

9.5 GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

9.6 ASSIGNMENT. The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

9.7 SUBSTANTIAL COMPLETION DEFINED. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Construction Manager shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

9.8 PROJECT MEETINGS. During the Construction Phase, there shall be project meetings, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meetings will be attended by a representative of the Construction Manager, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

9.9 WEATHER. During the Construction Phase, any rainfall temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day,

shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been contemporaneously submitted to the Owner by the Construction Manager documenting same.

9.10 SHOP DRAWINGS; CRITICAL SUBMITTALS. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause its agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Construction Manager within fourteen (14) days.

9.11 PUNCH LIST. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Construction Manager. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Construction Manager. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Construction Manager.

9.12 CLOSEOUT DOCUMENTATION. Within 30 days after obtainment of Substantial Completion and before final payment, Construction Manager shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

9.13 GOVERNING PROVISIONS; CONFLICTS. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

9.14 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. Construction Manager hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Construction Manager further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Agreement. Construction Manager hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Construction Manager has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the Owner.

9.15 INDEPENDENT CONTRACTOR. The Construction Manager acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

9.16 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.

9.17 VALIDITY. Each of the Owner and Construction Manager represents and warrants to the other its respective authority to enter into this Agreement.

9.18 COVENANT TO DEFEND. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof:

9.19 DISCLAIMER OF THIRD PARTY BENEFICIARIES; SUCCESSORS AND ASSIGNS. 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. 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. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

9.20 HEADINGS AND CAPTIONS. The headings and captions of articles, sections, and paragraphs used 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.

9.21 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.

9.22 SEVERABILITY. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereat then, to the extent permitted by law, such term or provision shall

be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

9.23 ATTORNEY'S FEES AND COSTS. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney's fees and costs regardless of the outcome of any such procedure or litigation.

9.24 NOTICES. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To Owner:	City of Bradenton Attn: Jean Totti 888 13th Ave E. Bradenton, Florida 34208
With a copy to:	Blalock Walters, P.A Attn: Scott E. Rudacille, Esquire 802 11th Street West Bradenton, Florida 34205
To Construction Manager:	P.J. Hayes, Inc. dba Tandem Construction Attn: Brian Leaver 5391 Lakewood Ranch Blvd N Ste 200, Sarasota, FL 34240

Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

9.25 PUBLIC RECORDS. To the extent applicable, the Construction Manager shall comply with the requirements of Florida's Public Records laws, specifically including the following:

A. Construction Manager shall keep and maintain public records required by the Owner in order to perform the service;
B. Upon request from the Owner, provide the Owner 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. Construction Manager 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 Construction Manager does not transfer the records to the Owner;

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

E. Construction Manager acknowledges that all information contained 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 THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY OF BRADENTON CUSTODIAN OF PUBLIC RECORDS AT:
CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

9.26 CONFIDENTIAL SECURITY RECORDS.

A. Pursuant to Section 119.071(3), Florida Statutes, the following records (hereinafter referred to collectively as the "Confidential Security Records") are confidential and exempt from the disclosure requirements of Section 119.071(1), Florida Statutes:

1. A Security System Plan or portion thereof for any property owned by or leased to Owner or any privately owned or leased property held by Owner.

2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by Owner.

3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreational facility, entertainment or resort complex,

industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to Owner.

B. Construction Manager agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the Owner or to comply with a court order requiring such release or disclosure. To the extent Construction Manager receives a request for such records, it shall immediately contact Owner who shall coordinate Owner's response to the request. Notwithstanding the foregoing, the Construction Manager shall:

1. Disclose or release Security System Plans to:

   a. The property owner or leaseholder; or

   b. Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual acts of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building area, stadium, water treatment facility, or other structure owned or operated by Owner:

   a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

   b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by Owner and is contractually bound by the Construction Manager to comply with this Section; or

   c. Upon a showing of good cause before a court of competent jurisdiction.

C. For purposes of this Section, the term "Security System Plan" includes all:

1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;

2. Threat assessments conducted by an agency or any private entity;

3. Threat response plans;

4. Emergency evacuation plans;

5. Sheltering arrangements; or

6. Manuals for security personnel, emergency equipment, or security training.

9.27 INDEMNIFICATION. The Construction Manager hereby agrees to indemnify and save and hold harmless the City of Bradenton (including all its directors, officers, agents, and employees) from and against any and all claims, causes of action, demands, charges, judgments, damages, losses, or costs (including reasonable attorney's fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Construction Manager's performance, non-performance, or material breach of any provision of this Agreement or of Construction Manager's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful misconduct on behalf of Construction Manager in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for serviced provided by Construction Manager.

Nothing in this Agreement is intended to serve as, or shall be deemed, a waiver of sovereign immunity by the City of Bradenton, or by any other agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limitations to liability under Section 768.28, Florida Statutes.

ARTICLE 10
TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

A. RIGHT OF TERMINATION. Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time without or without cause pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.

B. COMPENSATION FOR PRECONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.A.

C. ADDITIONAL COMPENSATION FOR CONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Section 10.1.B, be paid an amount calculated as follows:

1. Take the Cost of the Work incurred by the Construction Manager.

2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as to Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.C.l. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements), the Construction Manager shall as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such Subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of the GMP Addendum shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the Subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any Subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this Agreement not been terminated, the Construction Manager shall terminate such Subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE. Subsequent to execution by both parties of the GMP Addendum, the Agreement may be terminated as provided in Article 14 of the General Conditions.

A. LIMITATION ON PAYMENT; TERMINATION BY OWNER. In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.2 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C of this Agreement.

B. LIMITATION ON PAYMENT; TERMINATION BY CONSTRUCTION MANAGER. In the event of such termination by the Construction Manager, the amount to be paid

to the Construction Manager under Section 14.6 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION. The Work may be suspended by the Owner as provided in Section 14.3 of the General Conditions. In such case, the term "Contract Sum" in that Section shall be understood to mean Cost of the Work.

IN WITNESS THEREOF, the parties hereunto have caused this agreement to be executed on the date first above written.

[SIGNATURE PAGE TO FOLLOW]

Signed, sealed and delivered in the presence of:

ATTEST:

_____
Tamara Melton, City Clerk

CITY OF BRADENTON, a municipal corporation

By: _____
Gene Brown, Mayor

ATTEST:

Eliz Carey
_____
Elizabeth Carey
Printed Signature

P.J. HAYES, INC. DBA TANDEM CONSTRUCTION

_____
By: BRIAN M. LEAVER
As its: PRESIDENT

5436424v1

TANDEM CONSTRUCTION

EXHIBIT A

December 15, 2025

Mr. Jean Totti
Construction Project Administrator
Public Works & Utilities
City of Bradenton
888 13th Ave E.
Bradenton, FL 34208

Re: City Park Project (#26-002EJ)
CMAR Preconstruction Services Proposal

Dear Mr. Totti,

On behalf of P.J. Hayes, Inc. dba Tandem Construction, we are pleased to submit our preconstruction services fee proposal for the City Park Project. The project will be 4 phases of work and, as requested, this proposal will cover services provided for phase 1 of the project. The preconstruction fee for future phases will be provided upon request from the Owner.

The scope of preconstruction services for phase 1 will be in accordance with the City of Bradenton Preconstruction Phase Scope of Services and as follows:

- Attend project meetings with Owner and design team.
- Prepare preliminary project schedule for design and construction
- Prepare a preliminary cost estimate for 60% documents
- Prepare a GMP proposal for Construction services for Phase 1 scope of work.

The duration for Phase 1 services is assumed to be 12 weeks.

The total cost for Phase 1 preconstruction services detailed above is $64,740.00, Sixty-Four Thousand, Seven Hundred Forty Dollars.

We look forward to working with you, The City of Bradenton, and the design team to complete the City Park project. Please let me know if there are any questions regarding the scope or fee noted above.

Sincerely,

Brian Leaver, President
Tandem Construction

TANDEM CONSTRUCTION

EXHIBIT A

City of Bradenton - City Park Project
Preconstruction Services, Phase 1 (of 4)
12/15/25

Decription	Hrs/Week	Weeks	Total Hours	Rate	Total
Direct Labor Costs - Design Development (60% CDs)					
Project Executive	3	4	12	175	2,100.00
Sr. Project Manager	5	4	20	145	2,900.00
Project Manager	12	4	48	130	6,240.00
Estimator	30	4	120	90	10,800.00
Preconstruction Administrator	5	4	20	65	1,300.00
SUBTOTAL					$23,340.00
Direct Labor Costs - Construction Documents (GMP)					
Project Executive	2	6	12	175	2,100.00
Sr. Project Manager	6	6	36	145	5,220.00
Project Manager	8	6	48	130	6,240.00
Estimator	20	6	120	90	10,800.00
Preconstruction Administrator	8	6	48	65	3,120.00
SUBTOTAL					$27,480.00
Phase 1 meetings					
Project Executive	2	12	24	175	4,200.00
Sr. Project Manager	2	12	24	145	3,480.00
Project Manager	4	12	48	130	6,240.00
SUBTOTAL					$13,920.00
TOTAL Preconstruction Services					**$64,740.00**

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Contract Amendment of ITB 22-002KC with AJ General Construction Services, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor entered into ITB-22-002KC (the "Contract") on January 7, 2022, whereby Contractor agreed to supply the City with sidewalk construction, rehabilitation and repair services, as more specifically described in the Contract. The initial term of the Contract expired on January 6, 2026, and the Contract provides the parties with the option to renew for up to one additional one-year periods. The parties desire to exercise the option to renew the Contract for an additional one-year period, through January 6, 2027.

FINANCIAL IMPACT:
Funds are coming from (30258200-56300-25803 - Sidewalk Replacement fund) accounts.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Second Contract Amendment of ITB 22-002KC with AJ General Construction Services, Inc.

ATTACHMENTS:

Second Contract Amendment of ITB 22-002KC with AJ General Construction Services, Inc.

Second Contract Amendment of ITB 22-002KC between
AJ General Construction Services, Inc. and the City of Bradenton

This SECOND CONTRACT AMENDMENT of Contract for ITB 22-002KC (the "Extension"), is made and entered upon execution by both parties and between the CITY OF BRADENTON (hereinafter, the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and AJ GENERAL CONSTRUCTION SERVICES, INC. (hereinafter, the "Contractor"), a Florida corporation with a principal office located at 4290 West State Road 60, Mulberry, Florida 33860.

WITNESSETH

WHEREAS, the City and Contractor entered into a contract in response to ITB 22-002KC (the "Contract") on January 7th, 2022, whereby Contractor agreed to provide the City with sidewalk construction, rehabilitation and repair services, as more specifically described in ITB 22-002KC;

WHEREAS, the Contract provides for an initial term of one (1) year, with the option to renew for two (2) additional twelve (12) month periods by written agreement of the parties;

WHEREAS, the parties previously exercised the first of the renewals to extend the Contract through January 6th, 2026;

WHEREAS, the parties desire to renew the Contract for an additional twelve (12) month period; and

WHEREAS, the parties desire that, except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, 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. **Extension** of the Term of the Contract. The Contract is hereby extended to January 6th, 2027.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Contract, and the rights and obligations of the parties thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

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 this Extension 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 have executed this amendment as of the last date written below.

Irma Juarez, as President
AJ General Construction Services, Inc.

01/20/2026
Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones
Erin Jones, NIGP-CPP, CPPO, CPPB, FCCM
Purchasing Manager, City of Bradenton

1/20/2026
Date

5451106v1

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Third Contract Amendment to PB-21-021KC with GML Coatings, LLC

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor entered into PB-21-021KC (the "Contract") on October 13, 2021, whereby Contractor agreed to supply the City with as needed sanitary sewer, stormwater, line and manhole rehabilitation services, as more specifically described in the Contract. The initial term of the Contract is set to expire on February 28, 2026, and the Contract provides the parties with the option to renew for up to one additional one-year periods. The parties desire to exercise the option to renew the Contract for an additional one year period, through February 28, 2027. The parties further desire to amend the Contract to include the updated Fee Schedule attached hereto as Attachment "A".

FINANCIAL IMPACT:
Funds are coming from (40859000 - 563000 - 26505 - Sanitary Manhole Lining fund) accounts.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Third Contract Amendment to PB-21-021KC with GML Coatings,

LLC.

ATTACHMENTS:
Amendment No. 3 to PB-21-021KC and Fee Schedule

AMENDMENT NO. 3
to PB-21-012KC

This Amendment is made and entered into upon execution by both parties and between **City of Bradenton**, a political subdivision of the State of Florida, hereinafter referred to as the "City," and **GML Coatings, LLC.** a Florida limited liability company authorized to do business in the State of Florida, hereinafter referred to as **"Contractor."**

WITNESSETH

WHEREAS, the City and the Contractor entered into PB-21-021KC ("Agreement") to provide the City with as needed sanitary sewer, stormwater, line and manhole rehabilitation services,

WHEREAS, on October 13, 2021; and the parties executed Amendment No.1 on June 12, 2024 and Amendment No.2 on February 2, 2025.

WHEREAS, the parties now wish to further amend the Contract.

NOW THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do agreement to amend the Contract as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The agreement is hereby extended an additional one-year term, and the agreement shall now expire on February 28, 2027.
3. Attachment A – Fee Schedule is hereby replaced in its entirety with the amended Attachment A – Fee Schedule, attached and incorporated herein.
4. Except as modified herein, all other terms, covenants, and conditions of the Contract shall remain in full force and effect.

[The remainder of this page left black intentionally.]

IN WITNESS WHEREOF, the parties have executed this amendment as of the last date written below.

WITNESS:

Print Name: Reed Carter

Signed By: _____

Date: 1/20/26

VENDOR NAME:

Print Name: Dale Flocker

Signed By: _____

Title: SVP

Date: 1/20/26

CITY OF BRADENTON

By: _____

GENE BROWN, MAYOR

Date: _____

AMENDMENT NO. 4 TO AGREEMENT NO. 21-R075323JH
FOR SANITARY SEWER, STORMWATER, LINE & MANHOLE REHABILITATION SERVICES

This Amendment No. 4 to Agreement No. 21-R075323JH (hereinafter referred to as "Amendment") is made as of this 1st day of March, 2026 (hereinafter referred to as "Effective Date") between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter referred to as "County") and GML Coatings, LLC., a Florida limited liability company, whose address is 10315 Technology Terrace, Bradenton, FL 34211, (hereinafter referred to as "Contractor"); collectively referred to as the "Parties" and individually as "Party".

WHEREAS, on March 1, 2021, the Parties hereto entered into Agreement 21-R075323JH for sanitary sewer, stormwater, line & manhole rehabilitation services (hereinafter referred to as "Agreement"); and

WHEREAS, on February 15, 2023, the Parties hereto entered into Amendment No. 1 to incorporate Exhibit B, Fee Rate Schedule Revised; and

WHEREAS, on February 29, 2024, the Parties hereto entered into Amendment No. 2 to extend the Agreement beginning February 29, 2024 and ending February 28, 2025; and

WHEREAS, on March 1, 2025, the Parties hereto entered into Amendment No. 3 to extend the Agreement beginning March 1, 2025 and ending February 28, 2026; and

WHEREAS, the County has determined a need to extend the Agreement; and

WHEREAS, Contractor agrees to continue to provide sanitary sewer, stormwater, line & manhole rehabilitation services to the County in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. **Recitals**
   The above recitals are true and correct and are incorporated herein by reference.

2. **Agreement Term**
   This Amendment No. 4 hereby extends the Agreement beginning March 1, 2026 and ending February 28, 2027.

3. **Agreement**
   The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4 represent the entire understanding between the Parties.

4. **Terms and Conditions.**
   Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

GML COATINGS, LLC.

By: _____

Printed Name: DALE FLOCKER

Title: Senior Vice President

Date: 12/9/25

MANATEE COUNTY, a political subdivision
Of the State of Florida

By: Jacob Erickson, MBA, CPPO, NIGP-CPP Digitally signed by Jacob Erickson, MBA, CPPO, NIGP-CPP Date: 2025.12.10 07:58:35 -05'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP

Title: Purchasing Official

Date: _____

EXHIBIT B FEE RATE SCHEDULE REVISED - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services				GML Coatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE
GROUP 1 - SECTION A **Sanitary Sewer & Stormwater** **Sewer Line Cleaning and Inspection**					
1 Light Cleaning					
	6" to 12" Diameter	10,000	linear foot	$0.65	$6,500.00
	14" to 18" Diameter	8,000	linear foot	$1.25	$10,000.00
	20" to 24" Diameter	8,000	linear foot	$3.00	$24,000.00
	27" to 42" Diameter	3,000	linear foot	$4.00	$12,000.00
	43" to 54" Diameter	3,000	linear foot	$6.00	$18,000.00
	> 54" Diameter	2,000	linear foot	$10.00	$20,000.00
2 Medium Cleaning					
	6" to 12" Diameter	10,000	linear foot	$1.30	$13,000.00
	14" to 18" Diameter	5,000	linear foot	$2.50	$12,500.00
	20" to 24" Diameter	5,000	linear foot	$6.00	$30,000.00
	27" to 42" Diameter	3,000	linear foot	$8.00	$24,000.00
	43" to 54" Diameter	3,000	linear foot	$12.00	$36,000.00
	> 54" Diameter	2,000	linear foot	$13.00	$26,000.00
3 Heavy Cleaning					
	6" to 12" Diameter	5,000	linear foot	$2.60	$13,000.00
	14" to 18" Diameter	5,000	linear foot	$5.00	$25,000.00
	20" to 24" Diameter	5,000	linear foot	$12.00	$60,000.00
	27" to 42" Diameter	3,000	linear foot	$13.00	$39,000.00
	43" to 54" Diameter	2,000	linear foot	$20.00	$40,000.00
	> 54" Diameter	1,000	linear foot	$25.00	$25,000.00
4 Root Removal					
	6" to 12" Diameter	3,000	linear foot	$1.75	$5,250.00
	14" to 18" Diameter	3,000	linear foot	$2.95	$8,850.00
	20" to 24" Diameter	3,000	linear foot	$3.25	$9,750.00
	27" to 42" Diameter	3,000	linear foot	$3.75	$11,250.00
	43" to 54" Diameter	2,000	linear foot	$6.00	$12,000.00
	> 54" Diameter	2,000	linear foot	$10.00	$20,000.00
5 Tuberculation					
	6" to 12" Diameter	3,000	linear foot	$12.00	$36,000.00
	14" to 18" Diameter	3,000	linear foot	$15.00	$45,000.00
	20" to 24" Diameter	2,000	linear foot	$20.00	$40,000.00
	27" to 42" Diameter	1,000	linear foot	$27.00	$27,000.00
	43" to 54" Diameter	1,000	linear foot	$36.00	$36,000.00
	> 54" Diameter	2,000	linear foot	$48.00	$96,000.00
6 Mechanical Cutting					
	6" to 12" Diameter	3,000	linear foot	$1.50	$4,500.00
	14" to 18" Diameter	3,000	linear foot	$2.50	$7,500.00
	20" to 24" Diameter	1,000	linear foot	$3.00	$3,000.00
	27" to 42" Diameter	1,000	linear foot	$3.50	$3,500.00
	43" to 54" Diameter	1,000	linear foot	$6.00	$6,000.00
	> 54" Diameter	2,000	linear foot	$10.00	$20,000.00

EXHIBIT B FEE RATE SCHEDULE REVISED - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services				GML Coatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE
7 By-Pass Pumping					
	6" Sewer Flow	1,000	linear foot	$1.50	$1,500.00
	8" Sewer Flow	3,000	linear foot	$1.50	$4,500.00
	10" Sewer Flow	3,000	linear foot	$1.50	$4,500.00
	12" Sewer Flow	3,000	linear foot	$2.00	$6,000.00
	15" Sewer Flow	4,000	linear foot	$2.00	$8,000.00
	18" Sewer Flow	4,000	linear foot	$2.67	$10,680.00
	20" Sewer Flow	4,000	linear foot	$2.67	$10,680.00
	24" Sewer Flow	4,000	linear foot	$3.33	$13,320.00
	30" Sewer Flow	4,000	linear foot	$3.33	$13,320.00
	36" Sewer Flow	1,000	linear foot	$6.67	$6,670.00
	42" Sewer Flow	1,000	linear foot	$6.67	$6,670.00
	48" Sewer Flow	1,000	linear foot	$6.67	$6,670.00
	54" Sewer Flow	1,000	linear foot	$6.67	$6,670.00
	>54" Sewer Flow	1,000	linear foot	$8.33	$8,330.00
8 Pump Set-Up					
	4" Pump	5	each	$300.00	$1,500.00
	6" Pump	5	each	$450.00	$2,250.00
	8" Pump	5	each	$600.00	$3,000.00
	10" Pump	5	each	$600.00	$3,000.00
	12" Pump	5	each	$750.00	$3,750.00
9 Pump Operation (per hour / per pump)					
	4" Pump	6	hour	$25.00	$150.00
	6" Pump	6	hour	$30.00	$180.00
	8" Pump	6	hour	$35.00	$210.00
	10" Pump	6	hour	$45.00	$270.00
	12" Pump	6	hour	$50.00	$300.00
10 TV Inspection - Sewer Lateral					
	0' to 30'	10	each	$125.00	$1,250.00
	>30'	10	linear foot	$5.00	$50.00
Lateral Cleaning		5,000	linear foot	$5.00	$25,000.00
11 TV Pipe Inspection (<10,000 linear ft)					
	6" to 12" Diameter	1,000	linear foot	$0.75	$750.00
	14" to 18" Diameter	8,000	linear foot	$1.50	$12,000.00
	20" to 24" Diameter	5,000	linear foot	$1.75	$8,750.00
	27" to 42" Diameter	2,000	linear foot	$2.50	$5,000.00
	43" to 54" Diameter	2,000	linear foot	$2.75	$5,500.00
	>54" Diameter	2,000	linear foot	$5.00	$10,000.00
12 Additional Set-Up		1	lump sum	$500.00	$500.00
13 Smoke Testing		5,000	linear foot	$0.40	$2,000.00
TOTAL - GROUP 1, SECTION A (items 1-13)					$1,018,520.00

EXHIBIT B FEE RATE SCHEDULE REVISED - AGREEMENT NO. 21-R075323JB Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services				GML Coatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE
GROUP 1, SECTION B Sanitary Sewer, Stormwater Systems Line Rehabilitation - Method 1, CIPP (Cured in Place Pipe)					
1 Sanitary Sewer Mains 6" to 24"					
5.0mm normal thickness (.197)	6" Diameter	5,000	linear foot	$45.00	$225,000.00
7.5mm normal thickness (.295)	8" Diameter	10,000	linear foot	$31.15	$311,500.00
7.5mm normal thickness (.295)	10" Diameter	8,000	linear foot	$35.84	$286,720.00
9.0mm normal thickness (.354)	12" Diameter	8,000	linear foot	$43.10	$344,800.00
9.0mm normal thickness (.354)	15" Diameter	5,000	linear foot	$54.46	$272,300.00
10.5mm normal thickness (.413)	18" Diameter	5,000	linear foot	$71.00	$355,000.00
12.0mm normal thickness (.472)	21" Diameter	5,000	linear foot	$88.00	$440,000.00
13.5mm normal thickness (.531)	24" Diameter	1,500	linear foot	$105.00	$157,500.00
15.0mm normal thickness (.591)	24" Diameter	1,500	linear foot	$112.00	$168,000.00
2 Sanitary Sewer Mains >24"					
13.5mm normal thickness (.531)	27" Diameter	2,000	linear foot	$115.00	$230,000.00
15.0mm normal thickness (.591)	27" Diameter	2,000	linear foot	$120.00	$240,000.00
15.0mm normal thickness (.591)	30" Diameter	2,000	linear foot	$135.00	$270,000.00
16.5mm normal thickness (.650)	36" Diameter	1,000	linear foot	$155.00	$155,000.00
18.0mm normal thickness (.709)	36" Diameter	1,000	linear foot	$160.00	$160,000.00
16.5mm normal thickness (.650)	42" Diameter	1,000	linear foot	$211.00	$211,000.00
18.0mm normal thickness (.709)	42" Diameter	1,000	linear foot	$220.00	$220,000.00
16.5mm normal thickness (.650)	48" Diameter	1,000	linear foot	$251.00	$251,000.00
18.0mm normal thickness (.709)	48" Diameter	1,000	linear foot	$264.00	$264,000.00
16.5mm normal thickness (.650)	54" Diameter	1,000	linear foot	$277.00	$277,000.00
18.0mm normal thickness (.709)	54" Diameter	1,000	linear foot	$288.00	$288,000.00
18.0mm normal thickness (.709)	>54" Diameter	1,000	linear foot	$378.00	$378,000.00
TOTAL - GROUP 1, SECTION B (items 1-2)					$5,504,820.00
GROUP 1, SECTION C Sanitary Sewer / Stormwater Systems Line Rehabilitation, By-Pass- Pumping					
1 Tanker truck tank	4,000 gallon capacity	5	per load	$1,500.00	$7,500.00
2 Standard service reconnection		5	each	$350.00	$1,750.00
3 Service with pressure grouting		5	each	$2,500.00	$12,500.00
4 Lateral reinstatement cutting of defective lateral opening		5	each	$1,500.00	$7,500.00
5 Trenchless lateral cleaning and reconstruction system	<=30' Linear Feet	50	linear foot	$90.00	$4,500.00
6 Trenchless lateral cleaning and reconstruction system	>30' Linear Feet	50	linear foot	$90.00	$4,500.00
7 Full wrap at main and 24" up connection		200	each	$2,750.00	$550,000.00
8 Additional; clean out installation, grassed area	0'-4'	10	each	$350.00	$3,500.00
9 Additional; clean out installation, grassed area	>4'	2	each	$650.00	$1,300.00
10 Additional; clean out installation, paved area	0'-4'	10	each	$1,500.00	$15,000.00
11 Additional; clean out installation, paved area	>4'	3	each	$3,000.00	$9,000.00
TOTAL - GROUP 1, SECTION C (items 1-11)					$617,050.00
GROUP 1, SECTION D Sanitary Sewer Joint Air Testing, Joint Grouting, and Lateral Grouting					
1 Lateral Grouting, Sanitary Sewer		Joints Per Lateral			
	6" Diameter, < 50' Run	20	each	$1,000.00	$20,000.00
	6" Diameter, > 50' Run	20	each	$1,500.00	$30,000.00
	8"-12" Diameter, < 50' Run	20	each	$2,000.00	$40,000.00
	8"-12" Diameter, > 50' Run	20	each	$2,500.00	$50,000.00
2 Joint Testing, Sanitary Sewer					
	6"-15" Diameter, < 50' Run	20	each	$65.00	$1,300.00
	6"-15" Diameter, > 50' Run	20	each	$60.00	$1,200.00
3 Joint Grouting, Sanitary Sewer					
	6" Diameter, < 50' Run	20	each	$50.00	$1,000.00
	6" Diameter, > 50' Run	20	each	$40.00	$800.00
	8" Diameter, < 50' Run	20	each	$60.00	$1,200.00
	8" Diameter, > 50' Run	20	each	$55.00	$1,100.00
	10" Diameter, < 50' Run	20	each	$75.00	$1,500.00
	10" Diameter, > 50' Run	20	each	$70.00	$1,400.00
	12" Diameter, < 50' Run	20	each	$85.00	$1,700.00
	12" Diameter, > 50' Run	20	each	$80.00	$1,600.00
	15" Diameter, < 50' Run	20	each	$115.00	$2,300.00
	15" Diameter, > 50' Run	20	each	$110.00	$2,200.00
4 Additional grout		20	gallon	$20.00	$400.00
TOTAL - GROUP 1, SECTION D (items 1-4)					$157,700.00

EXHIBIT B FEE RATE SCHEDULE REVISED - AGREEMENT NO. 21-R075323JH Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services				GML Coatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE
GROUP 1, SECTION E Miscellaneous Items					
1 Mechanical cutting for grease or mineral deposits (heavier process than root cutting, not as heavy as tuberculation cutting (all sizes)		30	linear foot	$100.00	$3,000.00
2 Main line air testing and grouting of joints (8" - 24")		1,000	each joint	$40.00	$40,000.00
3 Void grouting by the cubic yard		2	each joint	$500.00	$1,000.00
4 Traffic Control					
Flagman (each)		2	day	$400.00	$800.00
Supervisor		1	day	$500.00	$500.00
Non-Electronic Signage (each)		4	day	$2.00	$8.00
Arrowboard (each)		2	day	$50.00	$100.00
Cones (each)		2	day	$2.00	$4.00
Barricades (each)		2	day	$2.00	$4.00
Lane dividers (each)		4	day	$10.00	$40.00
Variable message board		4	day	$75.00	$300.00
Light tower		2	day	$225.00	$450.00
Easement access, additional	<12" Diameter	100	linear foot	$1.50	$150.00
Easement access, additional	>12" Diameter	100	linear foot	$1.50	$150.00
Wellpointing / dewatering		1	lump sum	$3,500.00	$3,500.00
5 Mobilization / Demobilization (projects in excess of $100,000), including Performance and Payment Bond		100.000	%	1.00%	$1,000.00
6 Mobilization / Demobilization (projects less than $100,000), without Performance and Payment Bond		25.000	%	2.00%	$500.00
TOTAL - GROUP 1, SECTION E (items 1-6)					**$51,506.00**
GROUP 3 - SECTION A Line & Manhole Rehabilitation Method 1 Manhole Surfacing Corrosion Protection of Manholes					
1 Corrosion Protection, 1/4" thickness (6mm)					
	48"	40	vertical foot	$373.75	$14,950.00
	60"	20	vertical foot	$467.19	$9,343.80
	72"	15	vertical foot	$560.63	$8,409.45
2 Injection Grouting					
	0' to 5' Manhole Depth	20	per manhole	$787.50	$15,750.00
	5' 1" to 10' Manhole Depth	20	per manhole	$897.00	$17,940.00
	10' 1" to 15' Manhole Depth	20	per manhole	$1,794.00	$35,880.00
	15' 1" to 20' Manhole Depth	20	per manhole	$2,067.00	$41,340.00
	>20' Manhole Depth	20	per manhole	$2,613.00	$52,260.00
3 Vacuum Jet Cleaning		40	per manhole	$150.00	$6,000.00
4 Removal of Existing Liner		20	vertical foot	$125.60	$2,512.00
5 Void Grouting		40	cubic yard	$150.00	$6,000.00
TOTAL - GROUP 3, SECTION A (items 1-5)					**$210,385.25**

EXHIBIT B FEE RATE SCHEDULE REVISED - AGREEMENT NO. 21-R075323JB Sanitary Sewer, Stormwater, Line & Manhole Rehabilitation Services				GML Coatings	
DESCRIPTION	SIZE	EST ANNUAL QTY	UOM	PRICE	EXTENDED PRICE
GROUP 3, SECTION B Line & Manhole Rehabilitation - Method 2 Manhole Surfacing; Structural Rehabilitation of Manholes					
1 Application					
	1/2" thickness (13mm)	40	vertical foot	$156.25	$6,250.00
	1" thickness (25mm)	20	vertical foot	$249.94	$4,998.80
2 Bench / Invert Repair		20	each manhole	$437.50	$8,750.00
3 Injection Grouting					
	0' to 5' Manhole Depth	20	each manhole	$787.50	$15,750.00
	5' 1" to 10' Manhole Depth	20	each manhole	$897.00	$17,940.00
	10' 1" to 15' Manhole Depth	20	each manhole	$1,794.00	$35,880.00
	15' 1" to 20' Manhole Depth	20	each manhole	$2,067.00	$41,340.00
	>20' Manhole Depth	20	each manhole	$2,613.00	$52,260.00
4 Vacuum Jet Cleaning		20	cubic yard	$150.00	$3,000.00
5 Bid Item Removed at Request of the County					
6 Void Grouting		20	vertical foot	$150.00	$3,000.00
7 By-Pass Pumping					
	8" Sewer Flow	3,000	linear foot	$1.50	$4,500.00
	10" Sewer Flow	3,000	linear foot	$1.50	$4,500.00
	12" Sewer Flow	3,000	linear foot	$2.00	$6,000.00
	15" Sewer Flow	4,000	linear foot	$2.00	$8,000.00
	18" Sewer Flow	4,000	linear foot	$2.67	$10,680.00
	20" Sewer Flow	4,000	linear foot	$2.67	$10,680.00
	24" Sewer Flow	4,000	linear foot	$3.33	$13,320.00
	30" Sewer Flow	4,000	linear foot	$3.33	$13,320.00
	36" Sewer Flow	4,000	linear foot	$3.33	$13,320.00
	42" Sewer Flow	4,000	linear foot	$6.67	$26,680.00
	48" Sewer Flow	4,000	linear foot	$6.67	$26,680.00
	54" Sewer Flow	4,000	linear foot	$6.67	$26,680.00
	>54" Sewer Flow	2,000	linear foot	$8.33	$16,660.00
8 Manhole Rim Replacement					
1 - 5 Inches		12	each	$650.00	$7,800.00
6 - 10 Inches		15	each	$650.00	$9,750.00
11 - 20 Inches		15	each	$650.00	$9,750.00
20 Plus Inches		15	each	$650.00	$9,750.00
TOTAL - GROUP 3, SECTION B (items 1-8)					$407,238.80
GROUP 3, SECTION C Miscellaneous Items					
1 Traffic Control					
Flagman (each)		2	day	$400.00	$800.00
Supervisor		1	day	$500.00	$500.00
Non-Electronic Signage (each)		4	day	$2.00	$8.00
Arrowboard (each)		2	day	$50.00	$100.00
Cones (each)		2	day	$2.00	$4.00
Barricades (each)		2	day	$2.00	$4.00
Lane dividers (each)		4	day	$10.00	$40.00
Variable message board		4	day	$75.00	$300.00
Light tower		2	day	$225.00	$450.00
Easement access, additional	<12" Diameter	100	linear foot	$0.01	$1.00
Easement access, additional	>12" Diameter	100	linear foot	$0.01	$1.00
Wellpointing / dewatering		1	lump sum	$2,500.00	$2,500.00
2 Mobilization / Demobilization (projects in excess of $100,000), including Performance and Payment Bond		100,000	%	1.00%	$1,000.00
3 Mobilization / Demobilization (projects less than $100,000), without Performance and Payment Bond		25,000	%	2.00%	$500.00
4 PACP manhole inspections - Level 1 - Visual inspection and report of observations		10,000	linear foot	$6.00	$60,000.00
5 PACP manhole inspections - Level 2 - CCTV inspection and data capture computer reports - including measurements of manhole data		10,000	linear foot	$13.30	$133,000.00
TOTAL -GROUP 3, SECTION C (items 1-5)					$199,208.00
TOTAL GROUP 1					**$7,349,596.00**
TOTAL GROUP 2					
TOTAL GROUP 3					**$816,832.05**
TOTAL GROUP 4					

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Agreement

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi Judicial:** Petition PLN-APL-25-003 - PUBLIC HEARING - **TIME CERTAIN AT 10:00 AM**

SUGGESTED ACTION: Approve or deny or approve with stipulations.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
An Appeal of the decision of the Planning Commission which approved Case No. PLN-APL-25-0001, reversing the Planning and Community Development Director's determination that the outdoor music provided at Cottonmouth, located at 1114 12TH Street West, would be classified as an Outdoor Auditorium or Outdoor Amusement Center, which are prohibited in the T4-R (General Urban Restricted) zoning district per Table 4.7 of the Form Based Code.

The Planning Commission held a public hearing on October 15, 2025 and approved the Final Order on November 19, 2025. They determined that the music was a supplemental part of the approved restaurant use, subject to stipulations that were made part of the Final Order.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the petition as presented, deny, or approve with stipulations.

ATTACHMENTS:
Petition PLN-APL-25-0003
Staff Report
Final Order
10-15-2025 Planning Commission Minutes
11-19-2025 Planning Commission Minutes
Correspondence before Planning Commission - 1
Correspondence before Planning Commission - 2
Correspondence from Ms. Price

CITY OF BRADENTON, FLORIDA
BRADENTON CITY COUNCIL

Carrie Price, Appellant

Subject Property:
Cottonmouth Southern Soul Kitchen
Cecilia Hernandez and Dave Shiplett
1114 12th St W, Bradenton, FL 34205

Case Number at Planning Commission:
PLN-APL-25-01

PETITION FOR DE NOVO APPEAL OF THE BRADENTON PLANNING COMMISSION'S NOVEMBER 19, 2025, DECISION OVERRULING PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR ROBIN SINGER'S DETERMINATION ABOUT COTTONMOUTH SOUTHERN SOUL KITCHEN'S OUTDOOR MUSICAL ENTERTAINMENT

I. INTRODUCTION

Carrie Price, an artist and resident of the T4-R District in the Village of the Arts and next-door neighbor to Cottonmouth Southern Soul Kitchen, brings this appeal of the Bradenton Planning Commission Board's November 19, 2025 Order. [Appendix A- Planning Commission Board Order]

II. STATEMENT OF THE CASE AND BASIS FOR APPEAL AND DE NOVO PUBLIC HEARING

On August 5, 2025, Bradenton Planning and Community Development Director Robin Singer issued an opinion determining that Cottonmouth Southern Soul Kitchen:

> "has been approved as a restaurant but it has evolved into an outdoor amusement or outdoor auditorium as defined in Article 12 of the Form Based Code. Cottonmouth is located in the T4-R zoning district. Per the use chart on Table 4.7 outdoor amusement and outdoor auditorium are not permitted or permitted by special use in the T4-R district. As such, this use is prohibited and cannot continue at this location." [Appendix B- Director's Email]

Cecilia Hernandez and Dave Shiplett of Cottonmouth Southern Soul Kitchen filed an appeal of the Director's opinion. [Appendix C- Cottonmouth's Appeal]

The Planning Commission Director submitted a sixteen-page report further documenting her determination. [Appendix D- Director's Report]

On October 15, 2025, six members of the seven-member Planning Commission Board conducted a public hearing, heard from many witnesses, and voted to overturn the Director's interpretation by a vote of 4-2. [Appendix E- Transcript of Public Hearing]

On November 19, 2025, the Board voted 4-2 to enter the written order being appealed here. [Appendix A- Planning Commission Board Order]

Carrie Price and her family are homeowners at 1112 12th Street West in Bradenton. [Appendix F- Letter from Carrie Price to the Planning Commission] Her family has lived in the Village of the Arts since 2008 and have a yoga studio business next door to Cottonmouth Southern Soul Kitchen. Ms. Price and her family have been aggrieved and affected on an ongoing basis by the loud noise and other disturbances related to the outdoor musical entertainment provided at Cottonmouth. The noise has interfered with Ms. Price and her family's use of the property.

Ms. Price brings this appeal under section 1.8 e of the Form Based Code, which provides for a de novo public hearing before the City Council, to be advertised and conducted according to the Section 2.3 of the Bradenton Land Use Regulations.

Because this appeal is *de novo*, the City Council considers the questions and facts as if it were a brand new matter and is not required to respect or defer to the Planning Commission Board's findings or analysis. Rather, the City Council is

empowered to take a fresh look at the issue and, after conducting a public hearing, may uphold the Ms. Singer's determination for its own reasons.

III. RELIEF SOUGHT

Carrie Price asks the City Council to uphold and restore the Planning Commission Director's Determination in this matter.

IV. SUMMARY OF THE ARGUMENT

The City Council should uphold the Planning and Community Development Director's Determination, which is documented in a sixteen-page report and is supported by the Form Based Code and a great deal of evidence, information and testimony.

The Council is free to uphold the Director's Determination without making reference to the Planning Commission Board Majority's analysis. However, review reveals that the Board did not find error by the Director. The Board instead applied incorrect law and created a new policy of accessory use. The Board's decision also overlooked testimony and evidence from the Planning Director, residents, a police sergeant and the Fire Marshal about the intensity of the concerts, which feature full bands. The Board overlooked a great deal of evidence about the way the concerts are being promoted, the disturbance they create for homeowners and Cottonmouth's failure to observe fire code capacity regulations. The Board's order does nothing to resolve the situation in the Village of the Arts and could easily create problems in other residential neighborhoods by pitting the desires of venue operators and live music fans against homeowners.

V. ARGUMENT

A. The City Council should uphold the Planning and Community Director's Determination, which is documented in a report and supported by the City Code and the facts

The Director of Planning and Community Development prepared a sixteen-page report dated October 15, 2025, providing her analysis and response to Cottonmouth's claim that the musical entertainment it offers is an accessory use to the restaurant. [Appendix D- Director's Report.] The report carefully analyzes the Form Based Code's requirements in the Village of the Arts Overlay and the T4-R General Urban Restricted District. [App. D] The Director determined that Cottonmouth's entertainment has evolved beyond background music at a restaurant, an accessory use, to an outdoor auditorium use that is impermissible under the code, too intense for the neighborhood and unable to be effectively controlled or mitigated through structures or barriers. [App. D] In addition, she testified about her report at the hearing. [Appendix E, p. 7-21]

Under the Form Based Code, the Director has significant discretion in determining the suitability of a restaurant use in the T4-R General Urban Restricted portion of the Village of the Arts. Her opinion is supported by the Form Based Code and the facts and should be upheld by the City Council.

Table 4.7, part of the Form Based Code and presented on page 4 of the Director's report, lays out different transect zones and the allowable uses, with a "P" signifying a standard zoning permit process and an "S" signifying a special use process. If the space is left blank, the use is not allowed in the zone.

According to part 4.7.3 a.i. of the Form Based Code, properties can have more than one principal use. Uses available by a standard zoning permit are generally

allowed and the Director has little discretion to deny them. See Bradenton LURA 2.2. Special Uses are those which have the potential of disturbing other land uses in the zoning district, including because of noise. See Bradenton LURA Section 3.3 Special uses are permitted only if the use will be compatible or can be made compatible with surrounding uses, are subject to a great deal of criteria and review and ultimately are decided by City Council. See Bradenton LURA Section 3.3.

The following definitions of uses are found in Article 12 of the Form Based Code:

A *restaurant is a* structure in which the principal use is the preparation, cooking, consumption sale of food and beverages. Form Based Code Section 12

An *outdoor auditorium* is a place of open-air (outdoor) assembly, consisting of a central place or stage for performances, which may be open to the sky or partially covered or enclosed." Form Based Code Section 12

There is nothing in the definition of restaurant that speaks to musical performance, whether inside or outdoors. This stands in contrast to the Code's definition of a lounge, which allows for uses such "live music venues" and "dance halls," to be included with a lounge use under certain circumstances. Form Based Code, Section 12

Table 4.7, reveals that the T4-O General Urban Open District of the Village allows for a very long list of entertainment uses as opposed to the interior, more residential T4-R General Urban Restricted District, where Cottonmouth sits, which does not. For example, the T4-O Open District, allows for four entertainment uses by permit: restaurant, sidewalk café, live theater and movie theater. In addition, in the Open District, seven entertainment uses are allowable by special use: exhibition center, museum, indoor amusement center, outdoor amusement center, outdoor auditorium, sports stadium and lounge.

Table 4.7 reveals that residential T4-R Urban Restricted District allows for none of these eleven entertainment uses by permit or special use. Instead, the overlay provides a very limited, discretionary administrative approval process for an eating/drinking establishment to include a café, restaurant, coffee shop or bakery. This is the approval Cottonmouth property received in the past under Form Based Code 4.15.4.

Part 4.15.4 of the Form Based Code provides that restaurants may be approved with "use permission to be determined by PCD Director. Additional standards and review requirements may apply." These uses "may be approved by the PCD Director if the proposed use meets the minimum standards contained in this subsection. The PCD Director may consult with residents and business owners in the VAOD to make such a determination." This section also allows for "*other similar, non-intensive, low traffic generating non-residential uses*," Approval of these uses is also subject to the discretionary approval of the Director, whose expertise is central to the process of allowing flexibility in the Code while ensuring these nonresidential uses are not too intense for the neighborhood.

The Director's report, provided with this petition at Appendix D, analyzes the Form Based Code and determines:

> In making the determination of whether the entertainment provided at Cottonmouth would be a permitted use, the Director considered the uses in the Form Based Code and the intensity of the use that has evolved at this establishment… While not listed as a permitted accessory use, background music would be considered reasonable for [a restaurant]. However, the entertainment has evolved to be more than ambient music. This is evidenced by the more extensive venue at the rear of the structure, posted listings of

entertainers on various calendars online, the addition of a fee or donation, limited access to the venue through the structure, and the recent addition of structures providing a roofed seating and a stage area.

The expansion of the facility and increase of activity at the site has resulted in complaints from residential neighbors. Some have businesses of their own incorporated into their residences. However, they see the high level of noise and activity inconsistent with the residential aspect of the VAOD.

A number of emails have been received from neighboring property owners who have registered complaints regarding the entertainment use on the property. Written comments have been included in this package. Staff has also heard from a number of individuals in support of the entertainment use. However, some of these comments also support changing the code to allow the use, which many acknowledge the use is not currently permitted. Supporting comments point out the unique characteristics of the VAOD and the fact that there are other venues providing entertainment in the area.

In response to complaints, various city departments have visited the premises to determine compliance with city ordinances.

The Bradenton Police Department (BPD) has been called to the site. The BPD has found the venue in violation of the noise ordinance on several occasions.

Code Enforcement issued a stop work order for the construction of the roofed decks in the rear entertainment area that were not permitted. Code Enforcement also notified the business owners that the use is not permitted.

The Bradenton Fire Department [found] that the structures were not permitted, that the use constitutes a change of occupancy, which requires additional site improvements, and they found a number of other code violations.

The CRA has received a request for funding of improvements to include an outdoor shelter for live music events.

In determination of this appeal, the interdepartmental comments provide insight into how the business has been functioning and the potential impacts of allowing the use to continue on neighboring properties. The complaints from neighbors also speak to the continued residential character of the area. A map included in this report shows the business tax receipts in the area which is an indicate of how prevalent non-residential uses are. The area remains primarily residential in character.

City Council may consider text amendment to the FBC or VAOD in the future. However, at this time the use, in the opinion of the PCD Director, is prohibited…..

> Based on the evidence provided and a review of the Form Based Code, including the Village of the Arts Overlay District, the Planning and Community Development Director has found that the use of an entertainment venue, as witnessed at Cottonmouth, is most similar to an outdoor auditorium… the Director does not believe that stipulations and physical alterations would be sufficient to buffer neighboring properties and that the use have evolved from an accessory to a restaurant use and is too intense a use for the physical premises.

The Director's determination that Cottonmouth has an unauthorized outdoor auditorium use is supported by the Form Based Code, which provides:

> An outdoor auditorium is a place of open-air (outdoor) assembly, consisting of a central place or stage for performances, which may be open to the sky or partially covered or enclosed." Form Based Code, Article 12

"Outdoor auditorium" accurately describes Cottonmouth's second use of its property. The Director reasonably concluded Cottonmouth's entertainment space is a place of outdoor assembly with a place or stage for performances. This outdoor auditorium use is not allowable in the T4-R Restricted District, neither by permit, nor by special use. If Cottonmouth were located in the T4-O Open District, it could apply for a permitted restaurant with an outdoor auditorium as a special use. However, as the Director explains, an outdoor auditorium is not an available use at Cottonmouth's location. The Director's opinion is comprehensive, well-taken and supported by the Form Based Code. Her determination should be upheld by the City Council on its own merits.

B. The Planning Commission Board Majority did not explain how the Planning Director made a legal error but instead applied the law incorrectly and created a new policy

Because this is *de novo* review, the City Council is free to uphold the Director's determination with little or no reference to the Planning Commission Board's Determination. Nevertheless, the Board's reasoning does not point to error by the Director as required. Instead the Board Majority legislated a new rule of accessory use that is not in the Form Based Code.

It appears likely that the Board Majority may have relied to some extent on Cottonmouth's appeal document, which includes an incorrect definition and an inaccurate description of "outdoor auditorium.' [Appendix C, Exhibit A] Instead of including the Form Based Code definition, Cottonmouth included this definition: "a venue for outdoor performances intended primarily for spectators." Next to the definition it states: "Cottonmouth is not a venue. No tickets. No admission. Guests dine at tables, music is ambiance, not the main purpose." [Appendix C, Exhibit A] This may have led some Board members to believe the issue turned on the question of ticketing.

The written order does not refer to the Table 4.7 of the Form Based Code and analyze and compare permissible uses in the Village. And the order does not point to error or abuse of discretion on the Director's part. Instead, the order overwrites the Director's sixteen-page opinion, and creates a new rule of accessory use at a restaurant, holding:

> [Cottonmouth] testified that meals are served at all times during live music events Cottonmouth testified that patrons are not charged a separate

> admission… the "outdoor live music activities as described during the hearing should be classified as an accessory use to the restaurant."

The Board legislated a definition of an accessory musical entertainment use that is not based in the Form Based Code. Creating this policy, which hinges on the question on continuous service of meals and lack of a separate admission charge, goes beyond the scope of the appeal.

Again, *there is no mention in the Form Based Code of ticketing as an element of the outdoor auditorium use*. There is mention of ticketing in the outdoor amusement center use, but that does not matter because the Director ultimately decided that outdoor auditorium is the better analogy. [Appendix D; Appendix E. 11] It is also worth noting that there are foreseeable methods of getting around the Board's ticketing rule, such as charging for a "buffet" meal.

In reversing the Director's determination, the Board Chair relied a great deal on his own experiences as a businessperson operating live music venues and explained:

> As somebody who made the horrible decision to open up his own live music venue a few years ago and find new and exciting ways to lose money, you know I've walked this. [Appendix E. 94] When you look at T4-O and the T4-R, right, technically most of the Village is in the T4-R, there should be no restaurants, no restaurants in the Village of the Arts. [Appendix E. 95] I want the Village of the Arts to be filled with restaurants, and I want to be able to walk down 12th on a Friday night and hear music coming from RK Café, music coming from everywhere, music coming from Jerk Dog, right? [Appendix E. 95]

The Chair is not pointing to an error, but instead is evaluating this as a businessman who has operated music venues. He acknowledges the existing regulations but simply disagrees with them. He wants a different rule. This raises further questions about the decision, because that is not the Board's role.

Mr. Autrey, a board member who voted to uphold the Director's opinion understood the Board's role, saying:

> "I believe our task here today is whether or not the Director made a decision and classified it correctly. When the music went from being a guitar in the corner of a restaurant to an outdoor venue that now has 50 people sitting outdoors, it changed the scope." [App E. 91]

For all of these reasons and more, the City Council should decline to adopt the Planning Commission Board's determination.

C. The Planning Commission Board Majority overlooked the testimony of the Director, the police, the fire marshal and the neighbors as well as other evidence supporting the Director's conclusions about the intensity of the entertainment use

The Board Majority's order overlooked a great deal of additional information, evidence and testimony in order to adopt Cottonmouth's view of the facts.

The Director explained and supplemented her report at the public hearing. [Appendix E. 7-20] She testified to the continuing residential character of the neighborhood where Cottonmouth sits and the requirements of the Form Based Code. [Appendix E. 13-16] She explained that Cottonmouth is a converted single family home that is embedded in a primarily residential area. [Appendix E T. 7-8, 13, 15] She pointed to pictures of the limited access, backyard area of the restaurant where Cottonmouth was staging concerts surrounded by residential uses. [Appendix E. 17] She testified how Cottonmouth installed a lot of seating in the backyard stage area without first permitting the occupancy level, creating Code Enforcement issues. [Appendix E.17]

She testified that this along with the ongoing reports about noise are not just an enforcement matter but also demonstrate the use is simply too intense for the location. [Appendix E. 9]

A police sergeant testified to repeated calls from residents, and warnings and violations issued to Cottonmouth for noise violations. [Appendix E. 22] The sergeant's testimony speaks to the intensity of the use and reveals the problems with maintaining the status quo. In six months, there had been 36 calls. [Appendix E. 22] The sergeant personally responded to an event that was very loud and disruptive. [Appendix E. 23] The police have had problems with decibel meters, and are not always familiar with code violations. [Appendix E. 22, 24] He explained that officers also may have higher priority cases to deal with. [Appendix E. 22, 24]

The fire marshal testified that the restaurant is currently listed as a "mercantile" restaurant, less than 50 seats are allowed for the entire restaurant. [Appendix E. 29-30] However, at an inspection, he found more than 50 or 60 seats in the outdoor area alone. [Appendix E. 29] This indicates that the restaurant has been operating beyond the scope of fire safety regulations.

Several neighborhood residents testified about how these outdoor concerts have seriously interfered the enjoyment of their property.

A clay artist who moved into the District years ago explained that she enjoys music but Cottonmouth's entertainment is occurring:

> "at the expense of everybody that is around… and making their life miserable and I don't agree with it anymore." [Appendix E. 51] "I want to keep enjoying the Village of the Arts. I think it should be there for everybody and if people would just follow the rules that are left… we wouldn't be talking about this. [Appendix E. 52]

Another neighbor and eight-year resident testified:

> "I simply don't want extremely loud music in my backyard most days of the week… To deny that Cottonmouth operates as an outdoor venue is to ignore the clear and present impacts on our community… She urged the board to uphold the Planning Director's decision as "essential for maintaining the balance and peace in our community." [Appendix E. 53]

A backyard neighbor of Cottonmouth testified to a range of noise levels from:

> "normal to loud to very loud" and at times they stay out of their own backyard because they cannot hold conversations. [Appendix E. 54] He further explained that his family has to close all of their windows to watch television inside their home. He explained: "the rights of the residents are being subverted to the business." [Appendix E. 54]

Ms. Price explained:

> "Cottonmouth is not a restaurant with a little background music… Cottonmouth holds organized outdoor concerts three to nine times per week with admission costs and amplified sound that carries through the neighborhood." [Appendix E. 55]

Preston Whaley, Ms. Price's husband and a yoga business owner, explained that previous owners had featured music inside a different restaurant at the same location. [Appendix E. 58] Mr. Whaley, explained that the previous use of inside, background dining music had not projected loud noise into the neighborhood like Cottonmouth's outdoor amplified concerts have done. [Appendix E. 58] He explained that noise from Cottonmouth's existing concert use:

> "interrupted the flow of sessions with clients…" and that "Cottonmouth has been a source of distress for me and my family and for many in the Village of the Arts for some time." [Appendix E. 58]

Ms. Wizner, who lives directly behind Cottonmouth, explained:

> "When Cottonmouth hosts live music, the sound carries so strongly into my home that I cannot enjoy outdoor activities and am forced to close windows." [Appendix E. 60-61]

As explained above, ticketing is not included in the Code's definition of outdoor auditorium. Nevertheless, several nearby residents testified to how the concerts have been promoted and advertised and that Cottonmouth has charged a cover. [Appendix E. 51-52] [Appendix E T. 55] This further supports the conclusion that the intensity and scope of the entertainment has gone beyond an accessory use of background music.

Ms. Price also sent a packet of material to the Planning Commission in September. [Appendix F] Among other things, the packet includes a site plan that was included with Cottonmouth's withdrawn Special Use Application, which outlines a stage area in the back of the restaurant, again further supporting the evidence of auditorium use. [Appendix F,] In addition, she includes photographs of the performances featuring full bands demonstrating the intensity of the use. [Appendix F] Finally, she includes pages and pages of promotion for musicians at Cottonmouth. [Appendix F] All of these photographs and promotional material supports everything residents are saying about the character and intensity of the use and contradict Cottonmouth's position about accessory use. Simply put, Cottonmouth has become an entertainment venue, not just a restaurant.

By the time of the October hearing, Cottonmouth had promoted 158 concerts. [Appendix E. 55] All of this evidence supported the Director's determination and provides even further support for her well-documented report. Despite all of this additional information, the Board Majority adopted the factual position of Cottonmouth. The City Council should decline to affirm the Order and should instead uphold the Director's determination.

D. Adopting the policy that a "restaurant" embedded in a residential neighborhood may include an outdoor venue that hosts loud music performances as an accessory use sets a concerning precedent

Protecting residential neighborhoods from encroachment by incompatible commercial activities serves a legitimate public purpose. See Hillsborough County v. Dibbs, No. 2D2024-0117 (Fla. 2d DCA December 4, 2024) (Quashing circuit court ruling that required Hillsborough County to permit a treatment facility in a residential neighborhood). The Planning Board Majority's order incorrectly sets a brand new precedent that regularly occurring, loud, outdoor music performances are an accessory use to a restaurant, even one embedded in a residential neighborhood. This incentivizes local music venue operators to pit their interests and the desires of live music patrons against those of local homeowners, rather than simply locating their outdoor entertainment venue in a more appropriate zoning district. If the City Council believes the rules need to be changed, that can be accomplished through the legislative process. Allowing the Board's order to stand will allow the existing problem in the Village of the Arts to continue and has the potential to create more problems in residential neighborhoods around Bradenton.

V. CONCLUSION

For each of the foregoing reasons, Carrie Price requests that the City Council uphold and restore the determination of the Planning Director.

Respectfully Submitted,

_____/s/_____
Laura E. Lawson
Attorney for Carrie Price
Fla. Bar No. 124011
P.O. Box 8009
Tampa FL 33674
813-732-6663
lauralawtpa@gmail.com

CERTIFICATE OF SERVICE

I certify that a copy of this petition has been furnished to the Planning Director by filing electronically this 18th day of December 2025.

_____/s/_____
Laura E. Lawson
Fla. Bar No. 124011

CITY OF BRADENTON, FLORIDA
BRADENTON CITY COUNCIL

Carrie Price, Appellant

Subject Property:
Cotton Mouth Southern Soul Kitchen
Cecilia Hernandez and Dave Shiplett
1114 12th St W, Bradenton, FL 34205

Case Number at Planning Commission:
PLN-APL-25-01

APPENDIX

A. November 19, 2025 Order

B. August 5, 2025 Email of the Director of Planning and Community Development

C. Cottonmouth's Appeal Petition

D. Director's Report

E. Transcript of Public Hearing

F. September 29, 2025 Letter from Carrie Price to Planning Commission

Appendix A

FINAL ORDER
APPEAL PLN-APL-25-0001

FINAL ORDER OF THE PLANNING COMMISSION FOR THE CITY OF BRADENTON, FLORIDA, APPROVING APPEAL NO. PLN-APL-25-0001 Case PLN-APL-25-0001: AN APPEAL OF THE PLANNING AND **COMMUNITY DEVELOPMENT DIRECTOR'S DETERMINATION THAT** THE LIVE OUTDOOR MUSIC USES AT 1114 12TH STREET WEST, BRADENTON FLORIDA 34205, ARE CLASSIFIED AS AN OUTDOOR AUDITORIUM, WHICH IS PROHIBITED IN THE T4-R (GENERAL URBAN RESTRICTED) ZONING DISTRICT PER TABLE 4.7 OF THE FORM BASED CODE; FOR PROPERTY LOCATED AT 1114 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 4367700004), AS MORE PARTICULARY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cecilia Hernandez ("Property Owner" or "Applicant") owns the property located at 1114 12th Street West, Bradenton, Florida (Parcel ID 4367700004), more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Element designates the Property as UV (Urban Village); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property as T4-R (General Urban Restricted); and

WHEREAS, the City of Bradenton Form Based Code, Article 12 defines Outdoor Auditorium as "a place of open-air (outdoor) assembly, consisting of a central space or stage for performance open to the sky or partially covered or enclosed"; and

WHEREAS, the City of Bradenton Form Based Code provides for the permitted, special use and not allowed uses in Table 4.7 and lists Outdoor Auditorium as a use that is not allowed in the T4-R zoning district; and

WHEREAS, the Property contains a restaurant use and also hosts live outdoor music events; and

WHEREAS, on August 5, 2025 the Planning and Community Development Director issued a written interpretation finding that the live music venue on the Property should be classified as an Outdoor Auditorium; and

DRAFT

WHEREAS, the Property Owner submitted an application to appeal the PCD Director's classification of the live music uses on the Property; and

WHEREAS, the Planning Commission held a noticed public hearing on October 15, 2025, at which the Planning Commission received testimony and evidence from the Applicant, City Planning staff, and members of the public in attendance; 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 Planning Commission 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 Planning Commission hereby makes the following Findings of Fact:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.

b. The Property Owner has requested an appeal an administrative decision of the Planning and Community Development Director's determination that the live music on the subject property constitutes an Outdoor Auditorium, which is prohibited in the T4-R zoning district in the Form Based Code.

c. Pursuant to Section 1.8.c, Appeal of the Decision of the Planning and Community Development Director, the Planning Commission is authorized to hear and decide appeal filed by an aggrieved person in which it is alleged that there is an error in any interpretation of a regulations applicable to properties within the Form Based code Zone Districts made by the PCD Director.

d. The applicant testified that meals are served at all times during live music events.

e. The applicant testified that patrons are not charged a separate admission, entry fee or ticket for live music events.

f. The applicant has been informed that the use is subject to applicable development and use standards, including noise limitations, building, fire

and life safety code requirements and the requirement for a change of use permit.

Section 2. Order. Based upon the foregoing, the appeal is hereby approved and the Planning and Community Development Director's determination that the outdoor live music on the subject property constitutes an Outdoor Auditorium, which is prohibited in the T4-R zoning district in the Form Based Code is reversed for the Property. It is the determination of the Planning Commission that the outdoor live music activities as described during the hearing should be classified as an accessory use to the restaurant, which is permitted in the Village of the Arts Overlay District.

Section 3. 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 appeal which shall remain in full force and effect.

Section 4. Effective Date. This Order shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 19th DAY OF NOVEMBER 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE PLANNING COMMISSION OF THE CITY OF BRADENTON

ATTEST:

Lori Brunner
CLERK

Benjamin Bakker
CHAIR

DRAFT

EXHIBIT "A"

Legal Description:

LOT 5 BLK 2 EMMA HARRIS SUB PI#43677.0000/4

DRAFT

Appendix B

From: Robin D. Singer
To: Cecilia.energy123@outlook.com
Cc: Greg DeLong; Volker Reiss; Scott Rudacille
Subject: Cottonmouth
Date: Tuesday, August 5, 2025 11:01:00 AM
Attachments: FBC UPDATED TO JAN 2024_Compressed.pdf
image001.png
Sec._38_154.___Unreasonable_sound_prohibited..docx

Ms. Hernandez,

Thank you for your patience. I am writing regarding the live entertainment venue at Cottonmouth. I have attached a copy of the Form Based Code (FBC) which governs this district that this establishment is located in. As I understand the use, this location has been approved as a restaurant but it has evolved into an outdoor amusement or outdoor auditorium as defined in Article 12 of the FBC (see pages 12.14 and 12.15, pdf pages 226 and 227).

Cottonmouth is located in the T4-R zoning district. Per the use chart on Table 4.7 (pdf page 64), outdoor amusement and outdoor auditorium are not *permitted* or *permitted by special use* in the T4-R district. As such, this use is prohibited and cannot continue at this location. Cottonmouth can continue to operate as a restaurant. Please also note the limitations on volume in Section 38-154 of the Code of Ordinances which is available on Municode.

I understand that you stopped by yesterday and I'm sorry I was not available. If you would like to schedule a meeting, I have time available on Thursday. Please let me know a time that works best for you.

bradenton

ROBIN D. SINGER
Director
Planning and Community Development
941-932-9408
941-290-9322
101 Old Main Street, Bradenton, FL 34205
BradentonFL.gov

appendix C

Appeal of PCD Determination & Red Tag Enforcement

Applicant Information

Applicants: Cecilia Hernandez & Dave Shiplett, Co-Owners, Cottonmouth Southern Soul Kitchen

Subject Property: 1114 12th St W, Bradenton, FL 34205

Date of PCD Director Determination: August 5, 2025

Appeal Deadline: September 4, 2025

I. Introduction

This appeal challenges both (a) the red tag/stop work order issued against Cottonmouth Southern Soul Kitchen, and (b) the PCD Director's August 5, 2025, determination that live music at Cottonmouth constitutes an "Outdoor Amusement" or "Outdoor Auditorium" use prohibited in the T4-R zoning district.

Cottonmouth is a licensed restaurant, which is a permitted use. Live music is incidental to dining — not a standalone commercial use — and is properly recognized as an accessory activity, not misclassified as a prohibited use.

II. Grounds for Appeal

• Live Music as Accessory Use: Cottonmouth's principal use is a restaurant. Live music is occasional, not ticketed, not marketed as a separate venue, and is designed only to enhance the dining atmosphere. Accessory uses that support primary permitted uses are allowed under zoning principles.

• Error in Applying Article 12 Definitions: PCD cited Article 12 definitions of "Outdoor Amusement" and "Outdoor Auditorium." These definitions clearly describe primary entertainment venues, such as theaters, amphitheaters, and amusement facilities. Cottonmouth does not fit these categories — no admission is charged, no permanent performance structures exist, and food service is always the primary activity.

• Procedural Inconsistency: After the red tag, a City inspector directed Cottonmouth to apply for a Special Use Permit. Cottonmouth complied in good faith, but the PCD then barred the application, stating that the use is not eligible in T4-R. This inconsistency leaves no viable process for resolution.

• Alignment with the Village of the Arts Overlay District (VAOD) & Redevelopment Goals: The Village of the Arts Overlay District (VAOD) was created to enable a unique mix of home-based and business uses supporting visual and cultural arts, while preserving residential character. Cottonmouth's combination of food, art, and live music exemplifies the cultural and creative vibrancy that the VAOD was designed to encourage. Restricting incidental live music undermines both the VAOD's intent and the City's broader efforts to revitalize the Village as a thriving arts-driven district.

• Good-Faith Neighbor Coordination: Co-owner Dave Shiplett and the adjacent Yoga Arts business owner (Preston) shared a weekend event calendar to avoid conflict, ensuring music did not overlap with yoga sessions. Cottonmouth invited Preston to attend sound checks to validate decibel readings, but he declined participation. These steps show Cottonmouth's commitment to cooperation and reasonable accommodation, despite repeated complaints from a single neighbor.

• Proactive Compliance: In the past, admission was occasionally charged for certain live music events. Recognizing the City's concern, Cottonmouth has discontinued charging for music entirely. All live music is now incidental to dining, provided without separate admission or ticketing, fully aligning with the accessory use framework.

III. Requested Relief

The Planning Commission should:
- Overturn the PCD Director's determination dated August 5, 2025.
- Rescind the red tag/stop work order.
- Recognize that Cottonmouth, having eliminated ticketed admission for music, now operates as a permitted restaurant use in the T4-R district, with incidental live music as an accessory activity.

IV. Conclusion

Cottonmouth has acted in good faith, complied with City directives, and made repeated efforts to coordinate with neighbors. The PCD's determination was based on a misapplication of the Form-Based Code and denies Cottonmouth due process.

For these reasons, we respectfully request that the Planning Commission overturn the August 5 decision and allow Cottonmouth to continue operating as a permitted restaurant with incidental live music.

Respectfully submitted,

Cecilia Hernandez & Dave Shiplett
Co-Owners, Cottonmouth Southern Soul Kitchen
1114 12th St W, Bradenton, FL 34205

Exhibits – Cottonmouth Appeal Package

Exhibit A – Definitions Comparison

FBC Term	Definition (Article 12)	Cottonmouth's Use
Outdoor Auditorium	A venue for outdoor performances, designed and intended primarily for spectators (e.g., amphitheater, stage venue).	Cottonmouth is not a venue. No tickets, no admission, no permanent stage. Guests dine at tables; music is ambiance, not the main purpose.
Outdoor Amusement	Outdoor facilities for entertainment as the primary use (e.g., carnival, amusement park, fairgrounds).	Cottonmouth is a restaurant. Music is incidental to food service, not a primary commercial amusement.
Restaurant	Establishment primarily engaged in preparing and serving meals for on-premises consumption.	Cottonmouth's ongoing principal use. All business operations (licenses, staff, facilities) are food-focused. Live music supports the dining experience.

Exhibit B – Photos of Venue Setup

- Restaurant dining tables and food service setup.
- Small area where live music is performed, integrated into the dining space.
- Customers dining while music is playing, demonstrating that music is incidental.






COTTONMOUTH


COTTONMOUTH


COTTONMOUTH
SOUL KITCHEN



Exhibit C – Village of the Arts Intent

The purpose of the VAOD is to encourage a desired mix of appropriate home occupation and home business uses oriented toward, or supporting a visual or cultural arts theme while maintaining the residential character of the underlying residential neighborhoods.

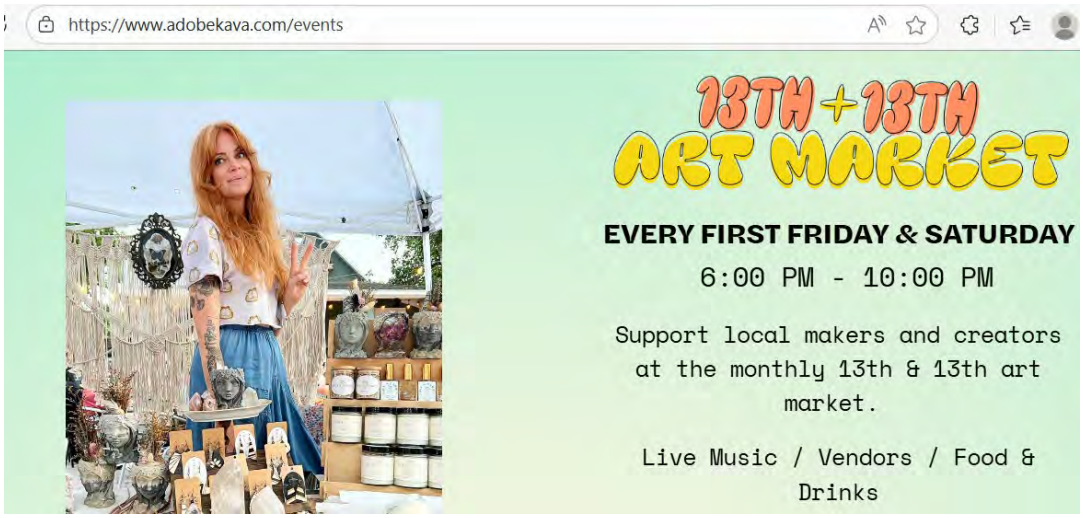
Cottonmouth reflects this intent: food, art, and music combined in a way that enhances neighborhood vitality. Monthly Art Walks in the Village feature live music and food as accepted, celebrated parts of the community fabric.

Exhibit D – Comparable Businesses

Other Village of The Arts business routinely feature incidental live music as part of their service without classification as 'auditoriums.' Examples listed here, with supporting materials such as promotional screenshots.

- Adobe Graffiti Loung





https://www.adobekava.com/events

FIRE SPIN SATURDAY



EVERY SATURDAY

9:00 PM - 1:00 AM

Live DJ & flow spinning area

https://www.adobekava.com/events



DJ BAR SESSIONS

EVERY FRIDAY

8:00 PM - LATE

DJ Ealain sets the vibe every Friday night with an eclectic mix of

EDM HOUSE TECHNO

https://www.adobekava.com/events

MOVIE NIGHT

EVERY WEDNESDAY

8:00 PM - LATE

Make sure to check social media to see what

is showing this Wednesday!

@adobekava



Appendix D

City of Bradenton
Planning and Community Development Department
Planning Commission Public Hearing
October 15, 2025

Staff Report

Case Number: PLN-APL-25-0001
Applicant: Cecilia Hernandez
Owner: Cecilia Hernandez
Address: 1114 12th Street West
Parcel ID No: 4367700004
Current Zoning: T4-R (Urban General - Restricted)
Future Land Use: UV (Urban Village)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T4-R (Urban General - Restricted)
South: T4-R (Urban General - Restricted)
East: T4-R (Urban General - Restricted)
West: T4-R (Urban General - Restricted)

Future Land Use: North: UV (Urban Village)
South: UV (Urban Village)
East: UV (Urban Village)
West: UV (Urban Village)

REQUEST:

Case PLN-APL-25-0001:
An Appeal of the City of Bradenton's Planning and Community Development Director's determination that live music at 1114 12th Street West, Bradenton, FL 34205, constitutes an Outdoor Amusement Center or Outdoor Auditorium, both of which are prohibited in the T4-R (General Urban Restricted) zoning district per Table 4.7 of the Form Based Code. Application filed by Cecilia Hernandez (property owner).

The issue before the Planning Commission is whether the use of the property is consistent with the T4-R zoning district. The Planning and Community Development Director has determined that the use is most similar to the defined uses of Outdoor Amusement Center or Outdoor Auditorium, which are prohibited in this zoning district. The petitioner disagrees with this determination. The Applicant also mentions the reversal of the red tagged

activities for work without a permit. That matter is not before the Commission and cannot be reversed or determined as part of this hearing.

FORM BASED CODE REGULATIONS:

The Village of the Arts Overlay District (VAOD) district was created in 2006. The Form Based Code (FBC) was adopted in 2011, and the VAOD was later incorporated into the FBC.

Section 4.15.4 of the FBC provides the following description and supplementary use chart for the VAOD:

> *"The purpose of the VAOD is to encourage a desired mix of appropriate retail, entertainment, eateries, and home occupation/home business uses oriented toward, or supporting an increased presence and integration of the arts and related cultural and arts-related ancillary uses. Subject separately to the requirement of the Florida Building Code and The Florida Fire Prevention Code, any proposed home occupation/home business use or adaptive reuse of older buildings in combination with new buildings related and contributing directly to an arts theme, as determined by the PCD Director; unless indicated otherwise, may be approved administratively by the PCD Director if the proposed use meets and complies with the minimum standards contained in this subsection. The PCD Director may consult with residents and business owners in the VAOD to make such a determination. Review of construction, fire safety, and utilities may be required at permitting."*

USE	APPROVAL PROCEDURE	
	Administrative	Special Use
PROFESSIONAL: Accountant, attorney, consultant, mortgage broker, psychologist, etc.	✓	
ART & CRAFTS: Fine arts and jewelry, crafts creation and sales (i.e. painting, sculpture, stained glass, gallery).	✓	
EATING/DRINKING ESTABLISHMENT: Café, restaurant, coffee shop, bakery.	*	
OTHER USES	Administrative	Special Use
Other similar non-intensive, low traffic-generating non-residential uses	*	*
Day Care		✓
Public Event	*	

*Use permission to be determined by PCD Director. Additional standards and review requirements may apply.

At the time the VAOD was created, the more lenient FBC regulations did not exist, and the overlay was intended to provide greater latitude in the determination of uses to encourage a creative and vibrant area that introduced commercial uses through adaptive reuse of existing residential structures.

The FBC applied a zoning district of T4-R, General Urban Restricted to the interior of the Village of the Arts and T4-O, General Urban Open to the perimeter. The allowable uses in the T4-R are more residential in character and the T4-O district, which is found along busy roads with greater public access, is more intense.

The result of the continued allowances under the VAOD within the T4-R is that, while the T4-R does not allow restaurants and other retail operations, the VAOD does allow them with an administrative approval. The VAOD also allows "*other similar non-intensive, low traffic generating non-residential uses*" by an administrative or special use approval with the use permission determined by the PCD Director.

In making the determination of whether the entertainment provided at Cottonmouth would be a permitted use, the Director considered other uses listed in the FBC and the intensity of the use that has evolved at this establishment. The FBC use chart lists Outdoor Amusement Center as a Special Use in the T4-O, T5 and T6 districts and Outdoor Auditorium as a Special Use in the T4-O and as a permitted use in the T5 and T6 districts. These uses are prohibited in the T4-R district. These uses are defined in the FBC as follows:

> *"xi.* ***Outdoor Amusement Center****: establishments primarily engaged in providing amusement or entertainment for a fee or admission charge. These include sports arenas (but not stadiums), ball fields and courts, swimming pools, fairgrounds, expositions, skateboard parks, golf courses, horse shows, arenas and stables, coin-operated devices and game parlors.*
>
> *xii.* ***Outdoor Auditorium****: a place of open-air (outdoor) assembly, consisting of a central space or stage for performances, which may be open to the sky or partially covered or enclosed."*

The Form Based Code use table is provided below, showing that these two uses are indicated on the table but not listed as permitted or special use for the T4-R, and are therefore not allowed.

TABLE 4.7 Specific Function & Use. This table delegates specific functions and uses within Transect Zones. See Article 12 for definitions and limitations of uses.

	T3 T4-S	T4-R	T4-O	T5	T6	SD
Multi-Family		P	P	P	P	
Single Family Attached		P	P	P	P	
Single Family Semi-Detached		P	P	P		
Single Family Detached	P	P	P	P		
Accessory Unit	P	P	P	P		
b. LODGING						
Hotel (no room limit)				P	P	SU
Inn (up to 10 rooms)		SU	SU	P	P	
Bed and Breakfast (up to 6 rooms)	SU	P	P	P		
Boarding House		SU	SU	SU	SU	SU
School Dormitory	SU	P	P	P	P	P
c. OFFICE						
Office Building			P	P	P	SU
Live-Work Unit		P	P	P	P	SU
d. RETAIL AND SERVICE						
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
Café/Sidewalk Café<20 seats (1)			P	P	P	P
Push Cart				SU	SU	SU
Lounge			SU	SU	SU	SU
Secondhand Store			P	P	P	SU
Pawnshop						SU
e. CIVIC						
Convention Center				SU	SU	P
Conference Center				SU	P	P
Exhibition Center			SU	SU	SU	P
Fountain or Public Art	P	P	P	P	P	P
Library		P	P	P	P	P
Live Theater			P	P	P	P
Movie Theater			P	P	P	P
Museum			SU	P	P	P
Indoor Amusement Center			SU	SU	SU	SU
Outdoor Amusement Center			SU	SU	SU	SU
Outdoor Auditorium			SU	P	P	P
Passenger Terminal			SU	SU	SU	P
Playground	P	P	P	P	P	P
Sports Stadium			SU	SU	SU	P
Surface Parking Lot		P	P	P	P	P
Club		SU	SU			SU
Religious Assembly (3)	SU	P	P	P	P	P

	T3 T4-S	T4-R	T4-O	T5	T6	SD
f. OTHER: URBAN FARMING						
Grain/Food Storage						P
Greenhouse <200 SF	P	P	P			P
Veterinary Clinic		P	P			P
g. OTHER: AUTOMOTIVE						
Service Station/Repair			SU	SU		SU
Car Wash						P
Auto Sales/Rental				SU		P
Drive-Through Facility			SU	SU	SU	P
Parking Lot/Garage			P	P	P	SU
Automotive Specialty			SU	SU		SU
Shopping Center						SU
Shopping Mall						SU
h. OTHER: CIVIL SUPPORT						
Fire Station	SU	SU	P	P	P	P
Police Station	SU	SU	P	P	P	P
Cemetery	SU	SU	SU	SU	SU	P
Funeral Home			SU	P	P	P
Hospital				SU	SU	P
Medical Clinic		SU	SU	SU	SU	SU
Marina		SU	SU	SU	SU	SU
i. OTHER: EDUCATION						
College			SU	SU	SU	P
Schools, Public & Private (3)	SU	SU	SU	SU	SU	P
Business Training Schools			P	P	P	P
Educational	SU	SU	SU	SU	SU	SU
Cultural			SU	SU	SU	SU
Other – Child Care Center (2)(3)	SU	SU	SU	SU	SU	SU
j. OTHER: INDUSTRIAL						
Heavy Industrial Facility						P
Light Industrial Facility			SU	SU		P
Laboratory Facility			SU	SU		P
Water Supply Facility						P
Sewer Waste Facility						P
Electric Substation	SU	SU	SU	SU	SU	P
Wireless Transmitter			SU	SU	SU	SU
Cremation Facility						P
Warehouse			SU	SU		P
Produce Storage						P
Heating & Fuel Storage						P
Ice Plant				SU		SU
Mini-Storage (4)			SU			P

P = PERMITTED SU = SPECIAL USE BLANK = NOT ALLOWED

According to building permit records, a restaurant use has existed at this location since 2012. While not specifically listed as a permitted accessory use, background music would be considered reasonable for this use. However, the entertainment at the restaurant has evolved to include more than ambient music. This is evidenced by the more extensive venue at the rear of the structure, posted listings of the entertainers on various calendars online, the addition of a fee or donation, limited access to the venue through the structure, and the recent addition of structures providing a roofed seating area and a stage area.

The expansion of the facility and increase of activity at the site has resulted in complaints from residential neighbors. Some have businesses of their own incorporated in their residences. However, they see the high level of noise and activity inconsistent with the residential aspects of the VAOD.

A number of emails have been received from neighboring property owners who have registered complaints regarding the entertainment use on the property. Written comments have been included in the package. Staff has also heard from a number of individuals in support of the entertainment use. However, some of these comments also support changing the Code to allow the use, which many acknowledge that the use is not currently permitted. Supporting comments point out the unique characteristics of the VAOD and the fact that there are other venues providing entertainment in the area.

In response to complaints various City departments have visited the premises to determine compliance with City Ordinances. Detailed reports are included in the package:

- The Bradenton Police Department (BPD) has been called to the site. The BPD has found the venue in violation of the noise ordinance on several occasions.
- Code Enforcement issued a stop work order for the construction of the roofed decks in the rear entertainment area that were not permitted. Code Enforcement also notified the business owners that the use is not permitted.
- The Bradenton Fire Department (BFD) that the structures were not permitted, that the use constitutes a change of occupancy which requires additional site improvements, and they found a number of other Code violations.
- The CRA has received a request for funding of improvements to include an outdoor shelter for live music events.

In determination of the appeal, the inter departmental comments provide insight into how the business has been functioning and the potential impacts of allowing the use to continue on neighboring properties. The complaints from neighbors also speak to the continued residential character of the area. A map included in this report shows the business tax receipts for the area which is an indicate of how prevalent non-residential uses are. The area remains primarily residential in character.

City Council may consider text amendments to the FBC or VAOD in the future. However, at this time the use, in the opinion of the PCD Director, is prohibited.

COMPREHENSIVE PLAN:

The property is located in the Urban Village future land use designation. This designation provides use and density limitations for areas outside of the VAOD and FBC.

> *"The Urban Village includes areas near the fringe of the Urban Core and is anticipated to develop with the character, lifestyle, and friendliness of a village based on the concepts of new urbanism.*
>
> *Permitted uses within the Urban Village encourage the development of a district with a distinct sense of place, walkable environment that supports and enhances abutting neighborhood areas. Desired uses in the Urban Village include: small lot single-family dwellings, multiple-family rowhouses and midrise housing types, flex houses, providing live-work opportunities, professional and medical offices, retail stores, artisanal uses, restaurants, personal services and professional services, civic and recreation uses, greenspace. Climate controlled storage facilities that are vertically mixed with other permitted uses can be considered with a special use permit if located on an arterial roadway; they are prohibited as a stand-alone use. Auto-oriented uses such as gas stations, car washes, vehicles sales, auto repair, vehicle storage, outdoor storage, and drive thru's are prohibited. Outdoor storage is prohibited."*

Because the UV designation covers residential, non-residential and mixed use areas of the City, it does not prohibit the entertainment use.

Goal 1 of the Future Land Use Element provides:

> ***Goal 1 Future Land Use: Uses and Intensities***
>
> *A land use pattern which promotes the well being of the community in regard to compatibility of adjacent uses, building types and residential densities, efficiency of utilities and roadways, harmony with the natural environment and protection from natural hazards.*

Policy 1.3.1 of the Future Land Use Element provides:

> ***"Policy 1.3.1 Amending the Land Use Regulations***
>
> *The City shall adopt and maintain Land Development Regulations pursuant to this Comprehensive Plan that include measures to accomplish the following:*
>
> * * *
>
> - *Ensure compatibility of uses and buffering of uses;"*

The Comprehensive Plan encourages compatibility of uses in order to ensure that redevelopment occurs in a manner that respects the existing residents in their peaceful enjoyment of their neighborhoods while allowing neighborhoods and businesses to thrive. In this instance, the VAOD was designed to allow for an increase in business activity to promote the artistic and creative goals of the community, while still respecting the existing residential uses.

Similar entertainment uses exist on the perimeter of the VAOD. They are also held to the limitations of the noise regulations, but because of distance and buffering they do not create the compatibility issues of a use that is imbedded in the neighborhood.

APPEAL PROCEDURE (FORM BASED CODE):

This appeal comes before the Planning Commission based on the following Sections of the Form Based Code:

Section 1.8 Administrative Interpretation

> *"a. Authority. Upon written request, the PCD Director is hereby authorized to interpret all regulations in this Code that are applicable to properties within the Form Based Code Zone Districts."*

Section 1.8.c. Appeal of Decision of PCD Director

> *"i. The Architectural Review Board (ARB) or Planning Commission are hereby authorized to hear and decide appeals filed by an aggrieved person in which it is alleged that there is error in any interpretation of a regulation applicable to properties within the Form Based Code Zone Districts made by the PCD Director. The ARB hears appeals regarding architecture, and the Planning Commission hears appeals regarding site plans."*

Staff finds that this appeal is properly before the Planning Commission.

STAFF COMMENTS:

Based on the evidence provided and a review of the Form Based Code, including the Village of the Arts Overlay district, the Planning and Community Development Director has found that the use of an entertainment venue, as witnessed at Cottonmouth, is most similar to an Outdoor Auditorium as defined in the Form Based Code, which is not a permitted or special use in the T4-R zone. The Director does not believe that stipulations and physical alterations at this location would be sufficient to buffer neighboring properties and that the use has evolved beyond an accessory to a restaurant use and is to intense a use for these physical premises.

Respectfully submitted,



Robin Singer
Director of Planning & Community Development

EXHIBITS:

EXHIBIT "A": Location Map

EXHIBIT "B": Future Land Use Map

EXHIBIT "C": Zoning Map

EXHIBIT "D": Map of existing business tax receipts

EXHIBIT "E": Photographs of site and surrounding area

EXHIBIT “A”
Location Map

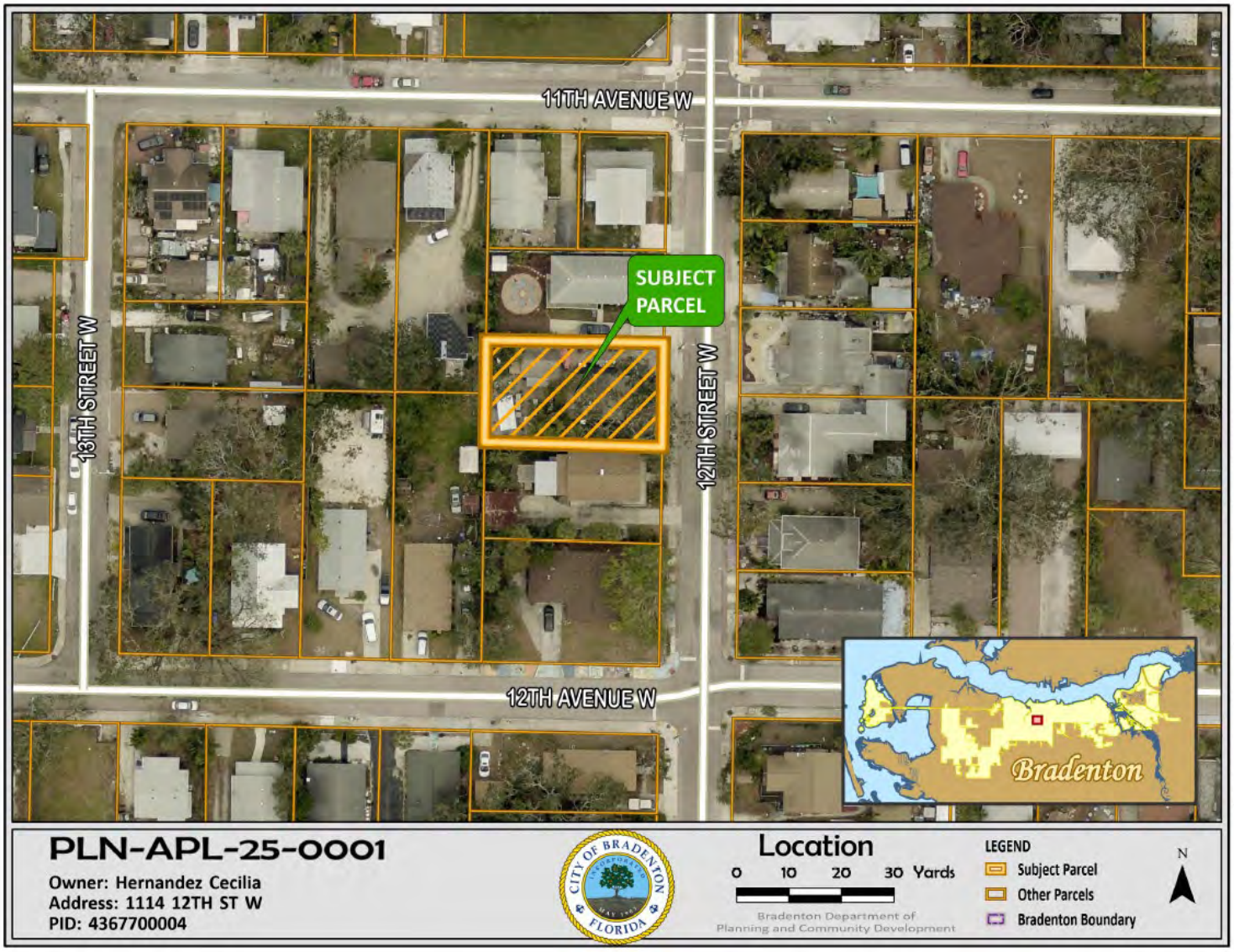


EXHIBIT “B”

Future Land Use Map

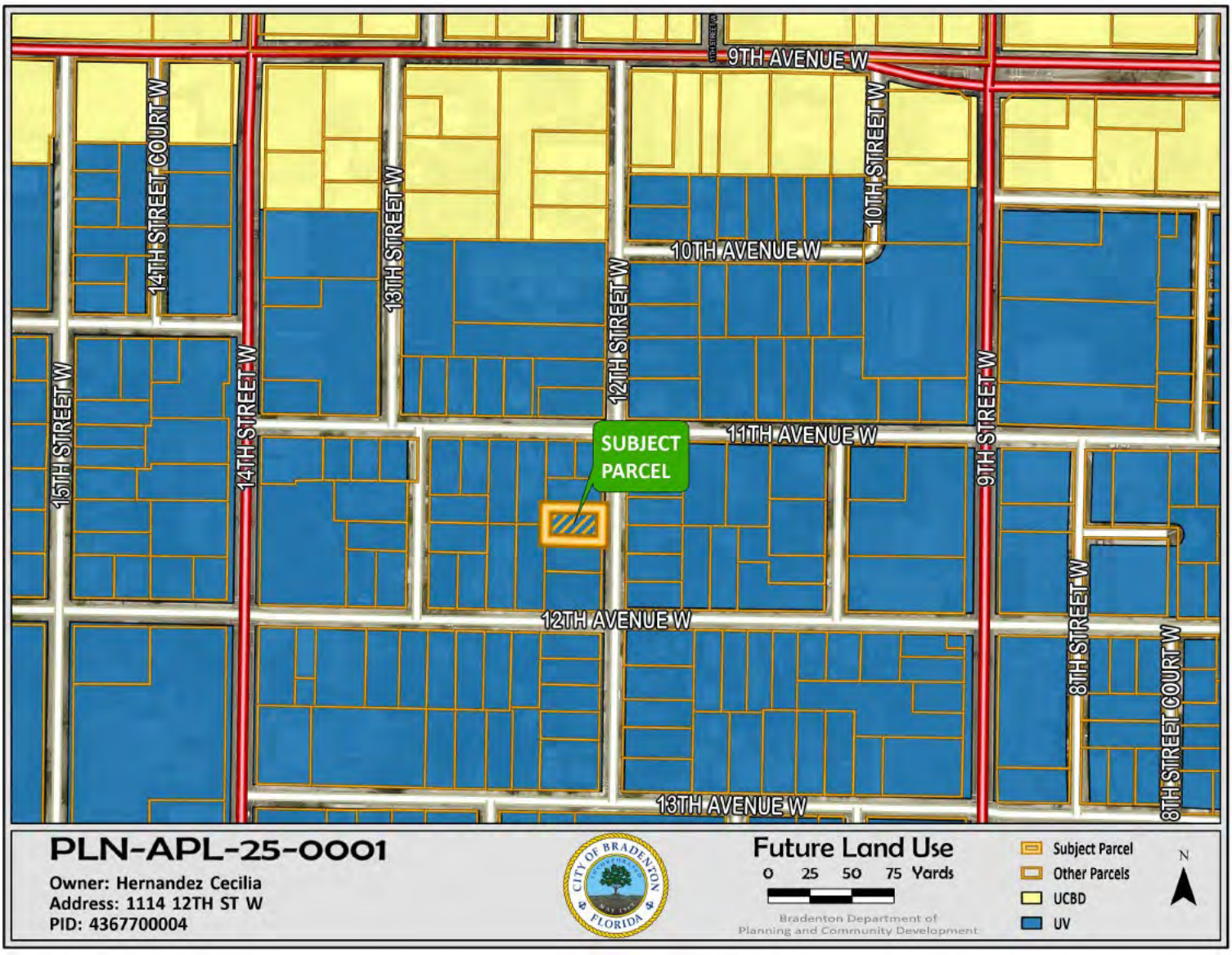
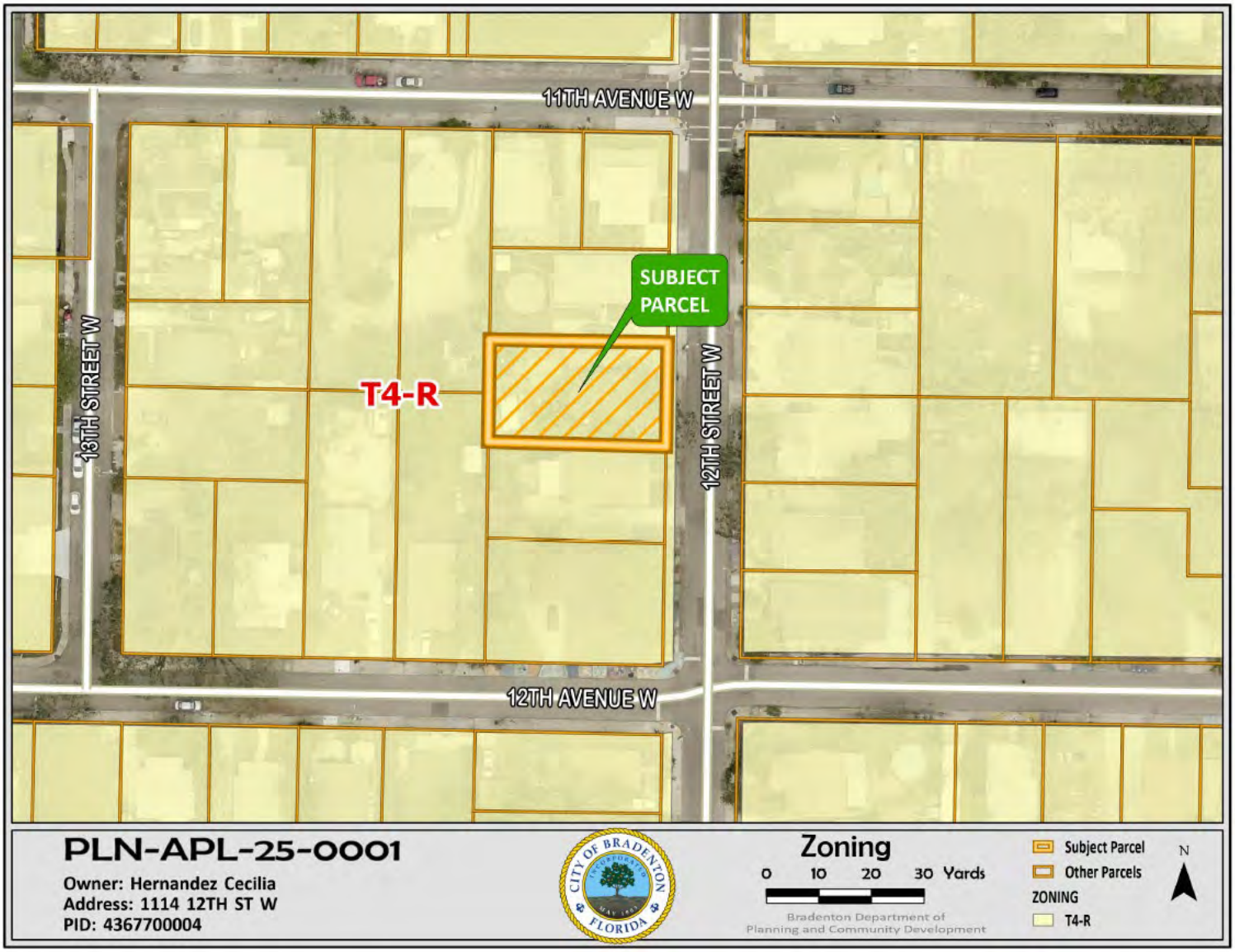


EXHIBIT “C”
Zoning Map



EXIHIBIT “D”

Map of business tax receipts in the Village of the Arts

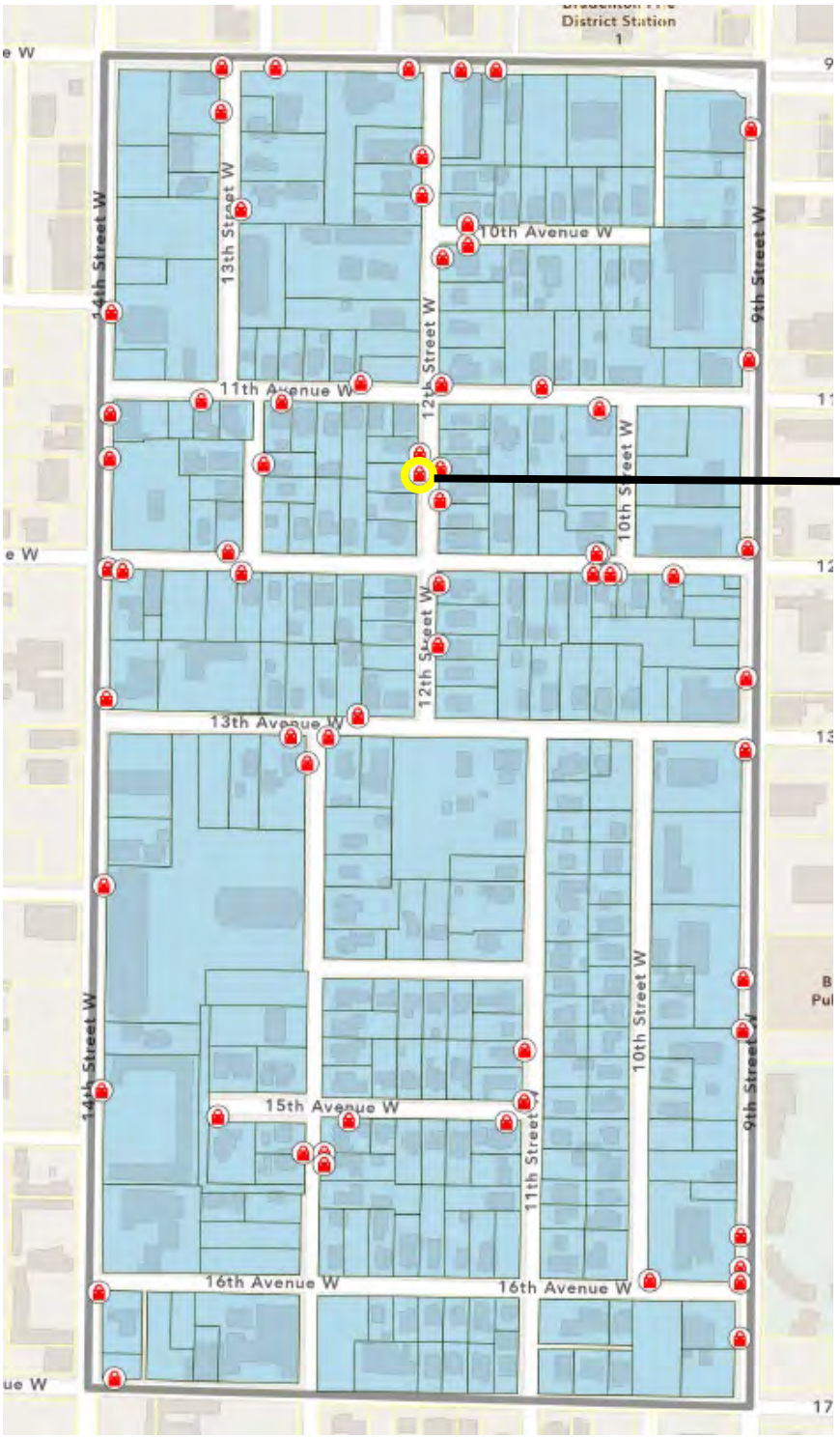
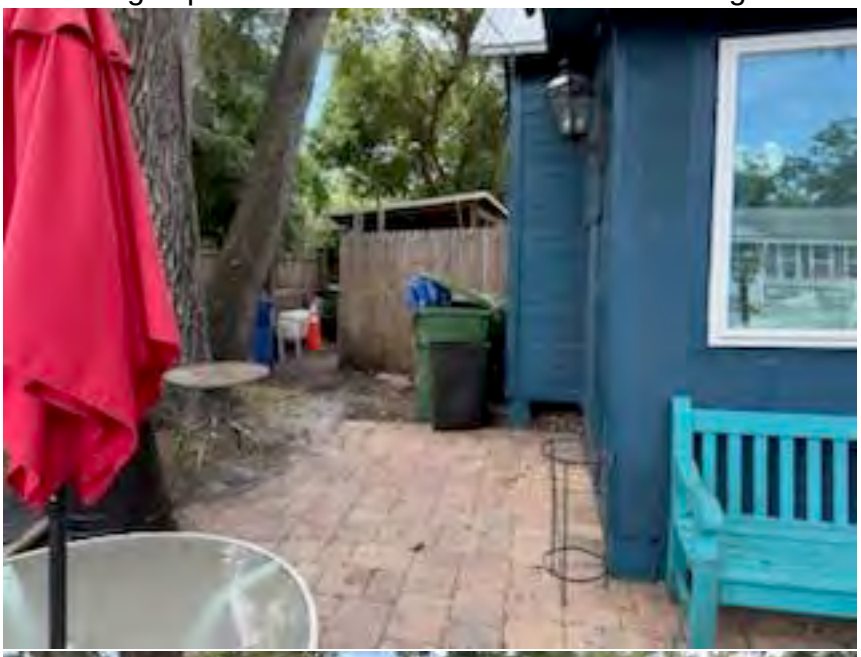


EXHIBIT “E”

Photographs of the site and surrounding area





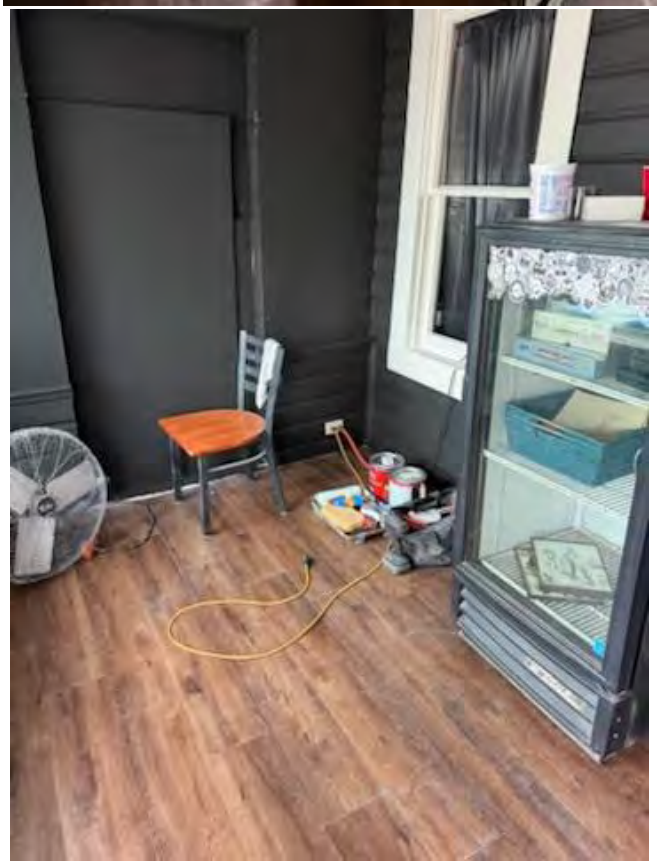












CITY OF BRADENTON, FLORIDA
PLANNING COMMISSION MEETING

- - -

DATE: WEDNESDAY, OCTOBER 15, 2025

CASE NO: PLN-APL-25-001

TIME: 2:00 p.m. - 4:17 p.m.

LOCATION: CITY OF BRADENTON COUNCIL CHAMBERS
101 OLD MAIN STREET
BRADENTON, FLORIDA 34205

- - -

REPORTED BY: VALERIE GUNNING
Lucente & Associates
Certified Realtime Reporter
Notary Public
Commission No. HH633878
Expires: January 30, 2029

APPEARANCES:

CITY OF BRADENTON PLANNING COMMISSIONERS

BEN BAKKER, CHAIR

KEITH GREEN, VICE-CHAIR

MICHAEL NEAL

RICHARD WHETSTONE

MICHAEL JONES

DARIN AUTREY

JASON "JB" TAYLOR

CITY STAFF
SCOTT RUDACILLE, ESQ.,
CITY ATTORNEY

GREG DeLONG,
PLANNING AND COMMUNITY DEVELOPMENT
ASSISTANT DIRECTOR

ROBIN SINGER,
PCD DIRECTOR

LORI BRUNNER,
PLANNING AND COMMUNITY DEVELOPMENT
ADMINISTRATIVE ASSISTANT

- - -

CHAIRMAN BAKKER: All right. Good afternoon, everybody. It actually is 2:00 o'clock on the dot now, and we will call our official planning commission meeting into order.

Welcome, everyone. If you would like to stand with me, we'd light to recite the pledge of allegiance together.

(Pledge of Allegiance.)

CHAIRMAN BAKKER: Thank you, everyone. I'd like to welcome everybody here today. We've got quite a crowd.

As just a bit of housekeeping, I just want to go over with you all. Please take a moment. Check all of your cellphones. Make sure that they are either turned off or to vibrate or silent, just as a matter of respect to everyone speaking today and making presentations so we don't have any distractions going on.

If you must take a phone call, feel free to step out in the side hallway there. If you go out that back door, it would be really loud, so I recommend using the hall.

Another thing just to keep in mind. Obviously, it goes without saying that we'll probably have a lot of public comment today, so I just want to

give a courtesy reminder of the ground rules here.

Planning commission meeting public comment is always three minutes per person. Everyone gets three minutes. You should have a little courtesy clock in front of you that will be counting down.

So if you have something you'd like to say today, we welcome your comments. We welcome your input. Whatever you've prepared, just maybe take a mental note and fashion it and make sure whatever you want to say comes in in three minutes or under because we'd hate for you not to get the chance to say something that's really important to you.

So just take that moment and make sure whatever you want to say is under three minutes so that you get your fair time.

Another thing that we run in with sessions like this where there's a lot of public comment is if, you know, maybe statements or suggestions or facts or points are being made that have been kind of repeated again and again and again, obviously, so that we're not all here until 9:00 o'clock tonight, you know, use your own judgment in deciding, do I want to repeat this for the eighth or ninth time. I think we've made the point clear. Right? That way again everybody can get a chance to talk. Everybody can have a chance to have

their voice heard. We want to make sure everybody has a chance to do that. We'll work with you guys if you work with us. Just keep that in mind. I appreciate you.

So that being said, I will entertain a motion for approval of our prior meeting minutes.

MR. GREEN: So moved.

CHAIRMAN BAKKER: Thank you.

MR. NEAL: Second.

CHAIRMAN BAKKER: A motion and a second. All in favor, say aye. Oppose, nay.

All right. Now, at this time we would like to swear in any of the speakers that are wishing to address the Commission, so if you are one of the presenters today, or if you are here to make a public comment, number one, please make sure that you filled out one of these comment cards, which I believe Lori has been on top of making sure everybody gets done and communicating that.

If you haven't, they'll be in the back and you can just fill one out and drop it off to Mrs. Brunner.

Secondly, if you are a presenter, also. So anyone who is planning to present or do public comment, please stand at this time and look at Ms. Brunner and she will swear you in.

MS. BRUNNER: Do you swear or affirm that the factual statements and testimony which you are about to present to this board will be truthful and accurate.

CHAIRMAN BAKKER: Thank, you everyone.

All right. At this time, before we get into the real meat of the meeting, and we just want to offer the option for anyone here today who is wishing to speak publicly on any non-agenda item.

Is anyone here today to address the Planning Commission on anything that is not on today's docket?

All right. Seeing none, we will move on and open up our item for public hearing.

Commissioners, before we dive in, has anyone had any ex parte communication regarding any of today's applications?

Signify your head by shaking yes or no.

All right. Let the record show all Commissioners have shaken their head no.

And at this time we will move to case PLN-APL-25-001, an appeal of the City of Bradenton's Planning and Community Development Director's determination that live music at 1114 Twelfth Street, West Bradenton, Florida, 34205 constitutes an outdoor amusement center or outdoor auditorium, both of which are prohibited in the T4-R zoning district per Table 4.7

of the Form Based Code.

Robin, I will turn it over to you.

MS. SINGER: Okay. Robin Singer, Planning Community Development Director.

Good afternoon. I did want to mention, there is a second item that was listed on the agenda. Later on we're going to be asking for a continuance of that.

Just in case there is anybody in the room who is here for the fence ordinance and frontage ordinance, we're going to be asking for a continuance of that at this meeting.

CHAIRMAN BAKKER: Thank you.

MS. SINGER: Just making sure.

Okay. So this is, again, an appeal of the determination that live music at 1114 Twelfth Street West constitutes an outdoor amusement center or outdoor auditorium, both of which are prohibited in a T4-R general urban restricted zoning district for Table 4.7 of the Form Base Code.

The property is basically a single family property that has been converted, and it's located in the T4-R zoning district and the urban village future land use designation.

This depicts the outline of the property

with surrounding, in some cases residential homes. In some cases there are some converted uses in the area. Again, it's in the T4-R zoning district, which describes also the properties in the immediate vicinity.

It is also an urban village, and you can see that it extending out there. It's in a slightly different category as you move further north.

And this is just a closer-up aerial so you can see where the entertainment area is back here. The restaurant is essentially within the home. They have been offering some entertainment while they awaited this appeal in the driveway area, and so you'll see some photographs later on that kind of depict this area from the ground.

So the location has been a restaurant since approximately 2012. Recent neighborhood complaints regarding noise emanating from the area, from the business brought it to the attention of the Planning Community Development Department and to the attention of the Bradenton Police Department.

Upon observation by Police Department, Code Enforcement and evidence from websites, the business provides musical entertainment sometimes for a fee or donation that is not subordinate accessory to the restaurant use. In other words, it goes beyond just

ambient music that's provided for restaurant goers. So it's not just that you are ordering food and you happen to be there for the music. Many times it appears that people are there exclusively for the music, particularly in the evening hours. So it's not necessarily predicated on you ordering a meal. It is they're there for the entertainment, to a great degree.

The PCD director found the use is most similar to outdoor auditorium or outdoor amusement center, which are not listed as permitted use of the T4-R district. The property owner is appealing the PCB director's interpretation.

I do want to make it clear, this is not a code enforcement hearing, so anything you're about to hear regarding any violations and that kind of thing, it's really just brought to your attention as to understand what we're using to make that determination of use. It is not -- we're not here to, you know, penalize in this particular hearing for any of the violations that were found.

So the authority for the PCD director to make that decision is found in Section 1.8 of the Form Base Code. And under Section 1.8(c), the appeal of the decision of the PCD director comes through either the ARB or the Planning Commission, and you're here to

decide the appeal.

The appeal will end here. However, the parties may wish to appeal that, your decision on the City Council, which would be the next step.

In some cases, appeals go to Circuit Court. In this case, it goes to City Council. There's another step in the process if somebody chooses to appeal.

So this is the Form Base Code use, and I'm going to give you a close-up. Don't worry.

But these two columns here, this is the T4-R district, which is general urban restricted. Sometimes people think R means residential. It doesn't necessarily. But there are -- what you see in these top parts here is mainly residential-type uses, and where you see blanks here, if it's blank, it means not permitted. And if the use is not permitted, it's essentially prohibited.

So, and then when you get down here, this is where you're seeing the outdoor uses. So this is a closer-up version. Now, you'll notice also a restaurant is not listed as permitted and is therefore prohibited. So how did it get there?

Meanwhile, outdoor amusement center and outdoor auditorium are also listed without any designation of either special use or permitted, and

therefore it's not permitted or prohibited.

So outdoor amusement center includes establishments primarily engaged in providing amusement or entertainment for a fee or admission charge. These includes sports arenas, but not stadiums, ball fields and courts, swimming pools, fairgrounds, expositions, state parks, golf courses, horse shows, arenas and stables, coin-operated devices and gaming parlors.

The other use is outdoor auditorium, which is a place of open air outdoor assembly consisting of essential space for performances which may be open to the sky or partially covered or enclosed.

Now, as we were drafting the final order on this, the City Attorney said pick one. So rather than just combining the two, really, outdoor auditorium I think more closely describes what we've observed as the use going on here, accessory to -- not really accessory to, but in addition to the restaurant use.

This property -- so how did the restaurant use get here, part of it being in the Village of the Arts overlay district. Village of the Arts overlay district was created in approximately 2005, 2006, and so it preceded the Form Base Code.

So what I showed you before in terms of those list of permitted and prohibited special uses,

that's in the Form Base Code. In the Village of Arts overlay district, it has its own use chart, which was intended to be more permissive than whatever the residential zoning district was that preceded the Form Base Code.

So while the Form Base Code or any allows for some kind of commercial and live/work situations within the Village of the Arts and elsewhere in the T4-R district, the Village of the Arts went a little further in that to try to encourage other kinds of alternative businesses and uses in this area.

So Village of the Arts, roughly, it goes just west of 14th to just east of Ninth Street, and then from Ninth Avenue down to Seventeenth Avenue. And this is the location of Cottonmouth.

Now, what you will see also within the overlay district, you have different zoning categories. So within this area, and notice where the overlap occurs, that the Village of the Arts is shifted slightly to the west, so it doesn't necessarily include all of the T4-O that's right along Ninth Street. The and Motorworks is approximately in this location here. I think there's a Kava also that is located down on Thirteenth.

So just to give you orientation, there are

some other entertainment uses in the area, but the one you are probably most familiar with, Motorworks, is in a different zoning district. It's in the T4-O. The Kava, however, is located in T4-R. Depending on the determination of the use, this could have impacts on the area in terms of entertainment uses and where we draw the line on that.

There's also other commercial uses in the TR-O that flank Fourteenth Street. So, again, T4-O over in this area as opposed to the T4-R, where Cottonmouth is located. And you can see that it's kind of embedded in the area. It's not on the perimeter of it. That star is kind of in the middle of what could be residential uses.

So the Village of the Arts overlay, I am not going to read through the whole thing. But essentially, it was intended, as I said before, to encourage mixed uses. You all probably have been to the Art Walk. You've experienced what is happening in that area. And it is understood that there would be some mix of uses, but it's still with some compatibility to the residential uses that pre-exist in that area.

The use chart that was established when the Village of the Arts, this is essentially what it is. And it says that, you see at the bottom there, use

permission to be determined by the PCD director and additional standards and review requirements may apply. In this case, eating, drinking establishment, cafe, restaurant, coffee shop and bakery. That is by determination of the planning director. One of my predecessors would have approved the restaurant use here at this location for Cottonmouth for 2012. It later turned into Cottonmouth. And then it says, are there other uses, other similar non-intensive, low traffic-generating, nonresidential uses.

So there is a provision to provide for other kinds of uses in this area. I think non-intensive to me, I mean, given that we're getting complaints regarding noise, regarding traffic in the area and parking issues, I think that is kind of what tips the scale for me as the planning director in terms of making sure that this use is compatible with the surrounding area, and that it doesn't allow me to say, oh, well this is a special use. But it does say that standards and review requirements may apply.

But at this time I've made the determination that I believe it to be a prohibited use within this residential area. T4-O, maybe a different consideration, but in the T4-R district, I don't believe it is compatible with the surrounding residential.

This just gives you an idea. We asked for a map of business tax receipts to give you an idea of the dispersement of commercial uses, and so these could be standalone commercial uses, but they could also be live/work situations within the Village of the Arts.

And, again, Cottonmouth is located right here and there are a number of commercial uses in the area. Immediately around it, you know, behind it is more residential in character. And this, again, is the overlay with the zoning map, just to give you an idea of how those uses kind of coincide with the business tax receipts.

The urban village includes areas in the fringe of the urban core, and it anticipated to develop with the character, lifestyle and friendliness of the Village based on concept of new urbanism.

Permitted uses within the urban village encourage the development of a district with a state sense of place, walkable environment that supports and enhances budding neighborhood areas.

Desired uses in the urban village include small lot, single family dwellings, multiple family row houses, mid-rise housing-types plus houses. I'm not going to read them all, but it does get into

restaurants, personal services and professional services, civic and recreation and green space.

You know, it is a transitional district. You find also urban village along Manatee Avenue. So if you look at the adaptive homes going west on Manatee Avenue, those are also an urban village. And so that's kind of the character of the area. It will include businesses, but it will also include things that are more compatible with the surrounding residential area.

So these are some of the photographs of the existing site. This is at the front of the building. You can see where the tables that were perhaps inside the restaurant use have been moved outside because they were temporarily trying to provide their entertainment outdoors at the front of the building.

This is off the to the side. This isn't a major access or egress point, but it is a point at which you can get to the back. It's my understanding from the restaurant owner that people actually access the back entertainment area through the building.

This shows the inside of the building. This is the seating area for the restaurant. This is a kitchen area, and to the left of that, it kind of goes left. And this is sort of what was the front porch area

that has been converted for restaurant use.

And so this is the back area. When you go through the building, I don't know if anybody has been there. Some of the code enforcement issues we've had had to do with structures built without a permit and some of the occupancy issues have also come up with the fire marshal. You have reports from both code enforcement and fire marshal in your package as well as a report from the police department.

I think what's interesting about these pictures, also you can see backing up to this where there are residential uses immediately adjacent to and overlooking the entertainment area. And I think that's an important note in terms of what we consider compatibility of the use with the surrounding neighborhood.

So, again, seating area. They are working on permits for this. There are some, you know, running electric and a few other things that need to be addressed as they go through the process.

So as I said, in your report package, you'll have something from the police department, code enforcement and the fire department. Also, I included the CRA -- they submitted a package to the CRA for funding for some of the improvements they were trying to

do in the back. And I think that speaks to also the intended use of the back area as described in those materials, and so those have been included as well.

We do have a representative here from the police department. We have the fire marshal and we have code enforcement here to answer any specific questions you may have.

So the PCD director finds that the use is most similar to outdoor auditorium, that it provides a place of open air, outdoor assembly consisting of a central space or stage for performances that are open to the sky and partially covered. There's also evidence to indicate that it functions as an outdoor amusement in that they are charging a fee sometimes or a donation for the entertainment.

I think that all speaks to it not necessarily being ambient music associated with the restaurant use, but it is common use in and of itself and a place of assembly.

And so with that, I can answer any questions or I can ask police, fire or code enforcement to come up to answer any questions.

CHAIRMAN BAKKER: Any questions?

MR. NEAL: I had a question for the Director.

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So you started the presentation by saying we're reviewing an appeal of your decision as to whether the music use is accessory to the restaurant use?

MS. SINGER: Well, it's an appeal of a decision of what the use actually is, and I find that it's a use that is not listed as a permitted or special use in the zoning district.

MR. NEAL: So we're going to review the binary. What is the primary use? Is it a restaurant or is it a place of assembly?

So what -- I mean, I think there are a lot of people in this room to speak to the fact that there may be code violations happening. You've provided plenty of evidence to that.

But what is the relevance of the code violations as it relates to the determination of use? I don't see how the two are related.

MS. SINGER: Yes. Okay. Because, first of all, the improvements that have been approved by the CRA, by the police department. The level of noise that the police department has observed at it speaks to the fact that it is not just ambient music associated with the restaurant use.

I think there have also been observations on the part of Code Enforcement based on what we were able

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to find online that they were and are charging for it, and they have a list of entertainers that are coming to perform at that location.

So I think that all speaks to it being a use in and of itself.

MR. NEAL: And I'm just trying to hopefully frame the issue for our Board.

A noise violation has its own code compliance and enforcement.

MS. SINGER: Yes.

MR. NEAL: So whether or not there's a noise violation happening, how is that relevant to what the primary use is?

MS. SINGER: It speaks to whether or not -- because it talks about the PCD director having the ability to make determinations on uses that are not intensive, and I think the noise violation speaks to the intensity of the use at this location.

MR. NEAL: I mean, I guess a rhetorical question. There are other restaurants that have music for ambient use in the Village of the Arts.

MS. SINGER: Yes.

MR. NEAL: I mean, do you think we would be here today if the music wasn't so loud? I want to make sure they're not complaining of noise violations with

the use.

MS. SINGER: Again, by observation of code enforcement and what we have seen online, people are coming there specifically to hear the music, not to attend the restaurant.

MR. NEAL: Okay.

CHAIRMAN BAKKER: Commissioners, any other questions? No?

MR. AUTREY: Not at this time.

CHAIRMAN BAKKER: No? Okay.

Robin, were you saying would you like to have Police and Fire Public Works?

MS. SINGER: Not to specifically make a presentation unless you have questions.

CHAIRMAN BAKKER: I wouldn't mind hearing at least from police on the goings-on with the events, with the capacity, with the community feedback, some of the calls, just so we can get a little more. I just think it's relevant to the consideration.

MR. AUTREY: I'd also like to hear from the fire marshal regarding the occupancy --

CHAIRMAN BAKKER: Certainly.

MR. AUTREY: -- levels.

CHAIRMAN BAKKER: Yes. We'll call up PCD first and then fire. I'm going somewhere with this.

SERGEANT PEREZ: How you doing? Sergeant Perez, Bradenton Police Department.

So I have not experienced every single call for noise complaints at this location, but I have been to a few. Usually, it's a resident calling it in that kind of lives right up to the fence line of the restaurant where the music is being played.

Initially, on my first response to the location, we didn't have working decibel meters. They were being calibrated, whatever that costs. So we're waiting for that. We finally did get them, so we were able to enforce anything that we could.

My first encounter with the restaurant, we gave them a verbal warning. It was louder than what was allowed per city ordinance.

Verbal warning. We left, came back. Gave them a written warning. Left, came back, and then we had to cite them, and it's the officer's discretion, but at that point we kept going back and back and back.

Since April of this year, the police have been to this location 36 times. A lot of times we may not make it because we have other calls that are more priority and, you know, we only have a certain amount of officers on the road.

I can say that one time I did go to the

location -- most of the time it is, you know, normal music. I did get to the location one time and it was like an event. It was like a hip-hop event. It was loud. The music was very loud. There were people hanging out in the street, on the cars. They were smoking weed in the parking lot, in the streets. Obviously, there were so many people. It was just me at the time and maybe one officer showed up afterward.

We weren't going to enforce everything we could have for the people outside. We just wanted to be there for what the main complaint was.

At that time, I was confronted by a DJ that was hired or rented the place out, whatever it was. I don't know. I'm testifying as to what I saw and what he told me.

He was arguing with me they have a decibel meter. I said, we can't use that. We have to use ours, which is calibrated, which we pay thousands of dollars to calibrate them.

The resident also complained with the noise. He had a decibel meter. I told him, I can't use that.

And that's pretty much it. I'm a supervisor on the road, and when my officers are at this location several times during the weekend -- I can't say several times. It's a few times during the weekend. Some

officers are more familiar with it. The majority of our officers are not familiar with dealing with these kind of instances because it's more of like a code enforcement thing.

Most of the time when I do go or that I have gone and even our officers have gone, we have not really spoke to the owner. He usually stays inside.

There's another gentleman or another male that comes out and they confront us at the car. We have to tell them several times, give us some space, let us figure this out. But the owner never comes out. The only time I've talked to the owner was I had to go inside. I had to go to the kitchen. And I believe he was working, you know. He was running the business inside.

But he doesn't really communicate with us. There was one time I did have a conversation. He was very respectful, saying he was going to work on some things with you guys or the City, and I left it at that, you know, because our job is our job.

So that's pretty much it. If you have any other questions?

CHAIRMAN BAKKER: Any questions for Officer Perez?

MR. GREEN: Thank you, Mr. Chair.

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On average, how many calls would you say that you guys have going out to the Cottonmouth exactly?

OFFICER PEREZ: From April I can say that -- and this is just a printout from our dispatch. 36 calls have been called to that location. I dont, I can't say, I can't testify of either canceled calls. I can see that some of the them, there are reports written on some of them.

I do know on the -- I work every other weekend. I know we're getting at least one to three calls a weekend typically when I'm working.

MR. GREEN: And would you say that some of the calls are mostly, like you said, on weekends, or are there any like during the week, weekdays as well, too?

OFFICER PEREZ: I think they are all on the weekends. I think the only -- and this is just me. This is a guess. I think the event that I did go to, which was out of the norm for the Village of the Arts, was like on a Wednesday or Thursday or something like that.

But most of them are, yes, on the weekends. And I looked at this and there's only one call on here that was after 9:00 o'clock. They are usually from 7:00

to 8:00 p.m.

MR. GREEN: I guess my final question would be for Mr. Rudacille.

The City Ordinance for any noise that's on the weekend, what would you say that the ordinance is for that when it's not during the week?

MR. RUDACILLE: I don't know that off the top of my head. You mean what the allowable decibel readings are? The Officer may know that better than I do, but I'm not sure what that is.

MR. GREEN: I will feed that question back to you then.

OFFICER PEREZ: Yeah. I believe the City Ordinance states -- I can't even say off the top of my head, because there's different times, and like how she was explaining, which I was lost, by the way, the TD. And there are different areas.

I know that that area has a specific -- for some reason I want to say 74. I don't know if she could help me.

MS. SINGER: Yes. I'm going to look it up. Sorry.

OFFICER PEREZ: All right.

CHAIRMAN BAKKER: I also do believe, now I'm realizing it was a very long time ago, but actually I

had the pleasure of being part of the team that wrote the noise ordinance.

I do believe the cutoff times for weekdays are roughly 9:00 p.m. and Fridays and Saturdays are 10:00 or 10:30 p.m.

OFFICER PEREZ: Correct. You know, it's different, like I said, for residential areas compared to --

CHAIRMAN BAKKER: Commercial areas?

OFFICER PEREZ: Yes. It's different. So I'm not very versed on that.

MR. GREEN: And would you say that some of those calls that you experienced during that cutoff time would be roughly after the 10:00 p.m. time frame, would you say?

OFFICER PEREZ: No. I think they were all before -- like I said, all of our cal that come in at 7:00 and 8:00, they're usually done by 9:00.

CHAIRMAN BAKKER: Any further questions?

MR. NEAL: A question for Mr. Rudacille.

So the Planning Director mentioned that, and obviously, I respect the gentleman's testimony, but is the noise violation, presence or absence of the noise violation, how does that relate to what the primary use of the restaurant is?

MR. RUDACILLE: Yes. I think it's fine to allow a little bit of that testimony just for background, because part of what the planning director testified to was that under the Village of the Arts, you know, restaurants are listed as a use that can be allowed by the PCD director, and then they're also allowed to, or permitted to allow other uses that are accessory that are -- I don't remember what the term was.

MR. NEAL: I wrote it down. It says entertainment. It said entertainment was allowed in the overlay.

MR. RUDACILLE: Yes. But it was like nonintrusive use.

MS. SINGER: Yes. Nonintensive.

MR. RUDACILLE: Nonintensive. I think that's what she's laying when she is making the determination, and so I think to some extent, that testimony is relevant to that issue.

MR. NEAL: Thank you, sir.

MS. SINGER: And within the zoning districts that this is located in, it's limited to 75 dBA between the hours of 7:00 a.m. and 10:30 p.m. Sunday through Thursday, and 7:00 a.m. until midnight Friday, Saturday and the holidays, all other times 65 dBA.

MR. NEAL: Thank you.

CHAIRMAN BAKKER: I think we're good. Thank you, Officer Perez. Unless there were any other questions? I don't think there were.

At this time, we'll call Fire up.

FIRE MARSHAL MELSER: Good afternoon.

CHAIRMAN BAKKER: Good afternoon, Fire Marshal Melser.

My question is related to the -- there was a photograph that showed seating that looked very different than the seating app, seating plan that is in our packet.

What did you observe as far as the number of seats in the outdoor space?

FIRE MARSHAL MELSER: When I got called out there, and obviously, the place was empty. It was closed at the time. We found over 50, 60 chairs in the back area, in the back seating area, and tables and chairs.

CHAIRMAN BAKKER: Fifty is, or more, considered assembly?

FIRE MARSHAL MELSER: Yes. Yes. Right now we have the property listed as a mercantile because it's not an assembly. It's a restaurant under 50.

CHAIRMAN BAKKER: Thank you.

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So the restaurant is currently permitted for 50 seats or less. Right?

FIRE MARSHAL MELSER: Actually, the inside is less than 50, but because the way our code is written, it just judges by 50 or less.

So the interior of the restaurant, off the top of my head, I don't think it holds more than twenty-something people. It's very small.

CHAIRMAN BAKKER: Yes. I just want to clarify your understanding of this, because even when Cottonmouth opened 15 years ago, there was always outdoor seating from the jump, from day one.

FIRE MARSHAL MELSER: Yes.

CHAIRMAN BAKKER: So are the calculations for the interior plus the exterior seating on the day of their opening was --

FIRE MARSHAL MELSER: Yes. It was less than that, what's there now. If that seating area was back there, we would have included it.

A VOICE: I can't hear him.

CHAIRMAN BAKKER: Yes. If you can speak into the mic.

FIRE MARSHAL MELSER: If it was there on the initial inspection, we would have included it.

CHAIRMAN BAKKER: Okay. All right. Thank

you.

Commissioners, any other questions for Mr. Melser at this time? No?

Thank you, Mr. Melser.

At this time, I think the next step is to call up the applicant himself to give his presentation, so I will turn the floor over to Mr. Shiplett, or, Mr. Shiplett, if you have someone representing you today.

MS. SINGER: The applicant on record is Ms. Hernandez, the property owner.

CHAIRMAN BAKKER: Ms. Hernandez, if you would, and I'll actually parlay this to everyone else as well for upcoming public comment.

Please, a, state your first and last name for the record and your mailing address into the microphone, and also just make sure the microphone is close enough to you so we can hear you.

But please make sure your state your first and last name and mailing address for the record just so we have it. And I will turn the floor over to you, Ms. Hernandez.

MS. HERNANDEZ. Good morning, or afternoon.

Cecilia Hernandez, 3618 First Avenue West, Bradenton, Florida, 34205.

CHAIRMAN BAKKER: Thank you.

MS. HERNANDEZ: All right. I'm the property owner and co-owner with Dave at the time now, located at 1114 Twelfth Street West in the Village of the Arts.

We are here today appealing the August 5, 2025 determination by the City Planning and Community Development Director and to the related red tag enforcement, which classified Cottonmouth's live music as either an outdoor amusement or outdoor auditorium.

Our appeal asks that this is overturned, that this determination is overturned. That the red tag be rescinded and that we be allowed to continue hosting live music as a part of our normal restaurant operations while the City works to align zoning and policy that allows to create purpose of the Village of the Arts.

Just clarifying the classification. So under Article 12 of the City's Form Base Code, the definition reads as follows: Outdoor auditorium. A venue for outdoor performances designated and intended primarily for spectators. It says, example. An amphitheater or a stage venue.

There is no amphitheater. There is no built-up stage. There is a place that music sets up. There are multiple places where music sets up. When

music isn't set up, it's replaced with a table because everything is moveable.

The other one is outdoor amusement. Outdoor facility for entertainment as the primary use. For example, what's in the code: Carnival, amusement park, fairgrounds. So it's not being used as an amusement.

Cottonmouth clearly does not fit either definition. We are not a venue. We do not have a permit stage. We do not -- we do not charge admission or sell tickets.

Our guests are diners seated at tables enjoying food, conversation and the occasional background of live music. The performances are incidental to dining, not the primary use of the property.

A clarification there, which I'll address later, but there was charging for the admission. Once we met with Robin, we were told that that's not allowed. That stopped. So that did stop as soon as our first meeting with the planning director.

Cottonmouth is a licensed restaurant, which is permitted -- which is a permitted use in this zoning district. Our live music functions as an accessory activity, one that supports the primary restaurant use and enhances the dining atmosphere consistent with

established zoning principles.

So there was some procedural inconsistency with the red tag. After receiving the red tag, we followed every direction given. The city inspector advised us to apply for a special use permit, which we did, only to be told that afterwards, that such a permit was not available for this zoning type. T4-R did not allow for a special use permit, that it was only applicable in T4-O.

So this left us with no viable process to resolution despite full cooperation and despite the direction that we were to apply for, that special use permit.

Since then we have acted proactively and responsibly. As mentioned, we discontinued all ticketed events, maintained sound readings within a 50 to 60 decibel range, coordinated with neighborhood businesses, sharing calendars, inviting them to come and do sound checks. Providing one business purchasing a sound meter, and with the neighbor directly to us that has been the primary, I think the sole or majority -- I can't say sole, but majority of the complaints, bought a sound meter and gave it to them and invited them over for sound check.

We have done everything possible to operate

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in good faith and full compliance.

I would like to speak to the amount of noise. I think it would be a good point to talk about the noise.

Since April -- it started happening before April with the calls and the officer that was here that spoke, he mentioned 36 calls. He also mentioned that there were multiple calls on the weekend.

I can tell you, I witnessed -- we started to keep a log, and there are three -- three to five calls a day, or on a weekend, whether that be Friday, Saturday or Sunday. Okay. So if we just look at the number of weekends between April and last week, that's 28 weekends. Okay.

So if we just say three, that's 84. So I'm just -- the 36 does not resonate. And I do have documents that show, you know, because we started doing our own sound checks and documenting it on paper.

And if you put six, which is more likely on a weekend, that's 168 calls out to the property. And when I met with the Chief Fender's office, they did tell me that it was one, one person calling, one property.

So, and with that said, there has only been -- there has been two citations. One citation. So

that say, let's just do 84 calls, two citations. One of the citations, the officer stated it was for crowd noise. This was early on and we were told that crowd noise did not apply.

So, and you have a second one we are challenging just due to the location. So I just had a couple notes around that.

So I want to speak next to the alignment with the Village of the Arts.

The Village of the Arts, as shows, overlay district. It was established to encourage a mix of residential business and cultural uses, specifically those that support visual and performing arts while maintaining neighborhood character.

Cottonmouth embodies that. Our space combines food, art and music. In a way, it celebrates the community, draws visitors and supports local artists and musicians. Restricting incidental live music undermines the very goal of the City's outline for the district, the goal of fostering a thriving arts-driven community that is inclusive, creative and alive.

So just kind of looking forward, the appeal extends beyond one restaurant. It speaks to the future of how Bradenton defines and supports its cultural district.

The Village of the Arts has evolved into an art and entertainment corridor, not a typical residence zone. The T4-R zoning, I encourage it be looked at and the overlay, and that overlay that was established, I think it was in 1999.

We support the City's efforts to modernize zoning and bring it into the line with the Village's intended purpose. While that process takes shape, we ask that Cottonmouth be allowed to continue hosting live music without interruption.

Pausing the music now, even temporarily, would harm the ecosystem of the local artists, musicians and small businesses that rely on this cultural heartbeat.

So my request is that we respectfully ask the Commission to overturn the August 5th determination classifying Cottonmouth's live music as an outdoor or auditorium, rescind the red tag and stop work order, recognize Cottonmouth's live music as a permitted accessory use to our restaurant and allow us to continue live music operations without interruption while other avenues are considered.

In closing, Cottonmouth isn't just a restaurant. It's a reflection of the Bradenton culture, community. We followed every directive, accept it in

good faith, and have proven that live music here is responsible, measured and vital to the characteristic of the Village of the Arts.

We're simply asking to continue doing what the district was designed to do -- encourage bringing people together for food, art and music.

Thank you for your time, your service and your consideration.

CHAIRMAN BAKKER: Thank you, Ms. Hernandez.

Don't forget to state your first and last name and mailing address.

MR. SHIPLETT: My name is David Shiplett.

My home address in the Village of the Arts is 1503 Eleventh Street West.

And let's see. There's a lot to say.

I've been doing music in the village for 11 years now, live music, and the Village embraced it. As a matter of fact, we made the Village the guild and we made a lot of money for doing outdoor live events.

Right now, in all honesty, the Village of the Arts is on life support, to say the very least. I don't know, and I've been worried for a couple years since the pandemic. We never came back from the pandemic.

And the only thing we had going for us,

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because many of the art -- much of the art, the galleries shut down, never opened again or only opened once a month or even less than that.

So music becomes the only way that -- what we need, we need more live music. And what's happening, because of what's happening to me, is putting a real bunch of cold water on anybody's idea of doing live music because they see what's happening to me.

And without a doubt, it is simply the same as with Motorworks, because I was there, next-door. We have meetings there.

It was because there was a neighbor next-door that was doing the same thing, and absolutely, I've talked to the police when they told me they didn't come out for a weekend. They have not been. Told me I did a good job.

They came out five times that weekend. So she's completely correct. We've had them 80, 90 times. Not just one time a night. And now that I'm in the driveway, they are literally standing at the end of the driveway.

I didn't think we could do it, but we are literally doing shows well under 20 points in some instances under the legal limit.

So I wanted to show, because I know that we

could do it. And on top of that, there were shows I knew I couldn't possibly bring under the noise ordinance and the scrutiny that I'm under, and I moved them to a brewery around the corner that needed business and it has worked out great.

So going forward, it has made me, and during all this time acting like I have not done anything. We're open ten shifts a week as a restaurant, ten.

During the summer, we did music twice a week, up to three, and during the season, we'll do it four or four times a week. But, once again, we're there ten times a week.

I'm the chef. The people that come and sit in the backyard when there's no music, tell me an auditorium that exists where people sit in the auditorium just to sit there. It just doesn't hold water. People come and sit in my auditorium to eat dinner, which is to be a restaurant, which is what I am. Okay? And, yes.

I also wanted to point out that we've been there five years doing live music. And I can tell you, and you can bring the police back up and ask them that. And going back 11 years, I've been doing live music. And the people that come to my events, it's not the night -- the hip-hop night, that was a nonprofit that I

let take over the business, and it did get out of hand, but my normal people are my age and older. That's who the blues crowd is. They're 70 years old.

And on top of that, I do -- and way before. I'm wrapping up 9:00, 9:30, out of respect for my neighbor. But all this time -- and we spent probably $5,000 easily on noise suppression.

So we tackled the noise. I thought it was the noise. It had been -- I had been led to believe it was the noise. That's when I realized they just want me gone, period. And that's why I'm just throwing myself on your mercy and saying I'm 66 years old. I own two other restaurants, trying to buy them, and all I did was build up the value of that restaurant and I couldn't buy it.

I finally, after all these times, thank God, got into a situation where I was able to -- my sweat equity worked and I own a restaurant, only to find out, oh, by the way, what you've been doing for four years, we don't want you doing at all.

And like I said, all of these events that we have coming up in the Village. We have a cigar box festival that happens every year. It can't go like this with customers next-door calling people.

So somebody needs to step in and realize

that, yes, this has been directed by a couple people, and it's having such a great effect that it's putting me out of business. Okay? Thank you.

CHAIRMAN BAKKER: Thank you, Mr. Shiplett.

Any questions for Mr. Shiplett?

MR. NEAL: I have a question for Mr. Shiplett.

How many -- you said shifts. I'm not familiar with the term shifts. How many days a week do you serve?

MR. SHIPLETT: Wednesday through Sunday, and we're open day and night. That's why I said ten shifts.

CHAIRMAN BAKKER: Lunch shift and a dinner.

MR. NEAL: Five days for two different meals?

MR. SHIPLETT: Correct.

MR. NEAL: Do you ever have the restaurant open when you are not playing music? How often is the restaurant open without music?

MR. SHIPLETT: Well, that's what I'm saying. Twice. In other words, like out of that stretch, two to three times I'm doing live music and the rest of the time, the lunch shifts.

I stopped doing music during the day just

because I was getting so much complaints and it just ain't worth it.

I get physically ill before I go to work because I know I'm going to spend time with the police. My job is to cook, which is why I'm a restaurant. And the reason why it seems like I'm hiding is because I'm in the kitchen, cooking.

And I've got hired two people to deal with this specifically. I've got decimeters. I gave my neighbor one and we're testing it. So I can deal with that.

MR. NEAL: Do you ever have music without food being served?

MR. SHIPLETT: Never, never.

MR. NEAL: Not a single time?

MR. SHIPLETT: Never, never.

MR. NEAL: Okay. Thank you.

MR. SHIPLETT: But we do serve -- like I said, I'm very excited to do -- you know, we do decent lunches there, especially on the weekend. And they're not coming for the music. They are coming because I'm a good cook.

MR. NEAL: Thank you.

Can I ask one more question, Mr. Rudacille?

MR. RUDACILLE: Yes.

MR. NEAL: I mean, maybe truly I am confused, but I mean I've heard the word noise like 80 times during this presentation.

Are we reviewing whether or not Cottonmouth violated the noise violation?

MR. RUDACILLE: No. That is not before the Planning Commission today. This is just a determination about the use and whether it's allowed in that zoning district.

MR. NEAL: Okay. Thank you.

CHAIRMAN BAKKER: Mr. Autrey?

MR. AUTREY: Mr. Shipley, you said you did music for 11 years and Cottonmouth has only been open for five or six?

MR. SHIPLETT: I was at Bird Rock. That's on Tenth Avenue behind. That's when I started doing music, when I was next to Motorworks, and it would have been to my advantage to battle against Motorworks, but I knew I was in the same boat as them, so I stayed silent pretty much.

I had meetings at my place. People are saying that I was against, I was for it. I shut up because we are doing business at Motorworks, and it was to my advantage to be able continue to sell food there, so I didn't say anything at all.

MR. AUTREY: So that I'm clear, you were having the music at Bird Rock, not at Motorworks?

MR. SHIPLETT: No, no. At Bird Rock. We were doing the music at Bird Rock. We had a front porch there. We did music there. And then I moved to Bird Rock down on Thirteenth and Thirteenth and we did music there across the street.

The best thing in the world is to have more than one music going on. That's what's scaring me about what's happening because no one is going to want to do music in the Village of the Arts if this is the kind of thing we that we have to put up with.

And, believe me, I haven't pushed this, you know. I could be open a lot more hours. I could be doing it a lot more times. I'm not being arrogant, but I've tried, like, as much as I can.

I live in the Village. My grandkids are there half the time. This isn't some crazy bar that's over there. This is a respectful place.

CHAIRMAN BAKKER: Mr. Green?

MR. GREEN: Well, just from listening to you, what you brought before us, I just want to ask maybe just one question from just taking away from what you had just mentioned.

Now, at least to at least keep the peace

with the surrounding neighbors, would you be willing to kind of have the music stop. You were mentioning you would be willing to have it stop around 9:30, 10:00 o'clock?

MR. SHIPLETT: I've been doing that just because it made my life easier. I saw, you know, and there's other places where they have music for three or four hours.

When this started, we went to two and we started 7:30, 7:30. 7:30 is a late start time, so the latest you'll catch us -- I mean, I'm going to say, we may go to 10:00 o'clock sometimes, but otherwise, 7:00 to 9:00 is our standard time.

I have musicians not take a break and go two straight hours. That's our deal. They like it because most gigs are three to four hours, and so our gig is a much smaller time, and it means that my neighbor is exposed.

And the thing is, there are two other neighbors that moved in because I'm there, which is worth noting, because that's what the Village of the Arts is supposed to be, and there should be.

And I love it when the guy across the street loves music and we're doing music and somebody else down the road. But this is going to kill that.

MR. GREEN: Well, that definitely answers my question, so thank you for coming before the board. I appreciate it.

MR. SHIPLETT: Thank you all for your time.

CHAIRMAN BAKKER: No other questions?

All right. Robin, I will turn it back over to you. If you want to wrap up any of your presentation, or did you appropriately do everything you need to do and there's no followup?

MS. SINGER: Nothing further from me at this time.

CHAIRMAN BAKKER: Thank you. I appreciate it.

At this time, we will open up the public comment portion. So those of you who have submitted public comment cards, I will call your name one by one. I will do my best not to butcher any last name the best I can.

Again, just a reminder. Please fashion all of your comments to three minutes or less. Try not to overly repeat or confirm anything if the point is proven. Right?

Another thing I just ask as a common courtesy. There's probably a pretty highly charged and emotional kind of discussion here. Right?

I would ask that no matter how much you agree or disagree with whoever is at the microphone, just refrain from any applause or jeering or booing or, no, that's not right, or any of that. Let's all be respectful of one another and let every single person have their chance to speak today. I know a whole bunch of you really well and I don't think it will be an issue at all.

So we will start -- actually, the first name up there was Dave Shiplett, but obviously, he got to do his presentation.

The first person I will call is Zoe Van Ivercamp at 1129 Twelfth Street West.

Zoe? And, again, just a reminder to state your first and last name for the record and your mailing address.

MS. VAN IVERCAMP: I actually own two properties on Cross Street West. The home is 1129, my gallery next-door at 1125, and I have been there 17 years.

I would like to submit an interview Mr. Shiplett gave to Wade Tatangelo, a very well-known entertainment writer that appeared in the Sarasota Herald Tribune on Friday, Saturday -- on Friday, September 22nd of 2024 regarding the changes to be made

at Cottonmouth Restaurant because he had just closed Bird Rock.

Chef owner Dave Shiplett to focus on Cottonmouth Restaurant in Bradenton Village of the Arts. He now plans to renovate this popular destination for Dixieland cuisine and roots music, including nationally proclaimed blues artists such as John Nemith Friday, September 27th.

Shiplett plans primarily involved enhancing the live music experience in the backyard. He aims to make it 80 percent covered, install fans, enlarge the covered stage. He also plans to implement high quality camera and sound equipment to produce videos for broadcast on YouTube.

Additionally, a new beer and wine bar will be built out at the front sidewalk for those who wish to stop in for a drink before the show or hang out at the bar during the show without having to pay the cover charge.

As recent as the past weekend, Mr. Shipley has continued to do exactly what he told the reporter he was planning to do: Specialize in large outdoor music events at the Cottonmouth location.

This coming weekend on Friday, the Stillwater Band will be playing Friday night from 7:00

to 9:00. The cover charge listed on Cottonmouth's own Facebook page about the band says $20, a $25 advance, $20 at the door.

This makes his appeal a total fabrication.

Number one, music is incidental to the dining.

Number two, not marked as a separate venue.

Number three, no cover charge.

Number four, no stage.

Thank you very much for your attention.

CHAIRMAN BAKKER: Thank you.

Next, we will call Carol Yeste?

Again, please state your first and last name and mailing address. You can have three minutes.

MS. YESTE: Carol Yeste, 1105 Twelfth Street West, Bradenton, Florida.

I'm a clay artist. I moved into the Village of the Arts -- I'm a clay artist. I moved into the Village of the Arts 25 years ago, and I've been there doing my clay and among other things, my own little events, classes, things like that.

I really personally have no reason to not like music. I do like music. I listen to music, and music is great in the Village. It adds to the walk that we have.

My problem now is that the music has gotten -- you know, I know you don't want to hear about the noise, but that is the problem when it comes down to it.

I've been a resident for a long time. I've never had to deal with somebody who doesn't want to deal with their neighbors, that says, yes, yes, yes, I'll do this and then they won't do it.

There was a restaurant called Arts and Eats there before Cottonmouth was there. They had music, they had food. They did occasionally outside music, but it was always keyed down.

They had respect for theirs neighbors and they were there to make money. Of course, I don't deny anybody to make a living in the Village, but when they are doing it at the expense of everybody that is around you and making their life miserable, then I don't agree with it anymore.

I think that we have to look at this as an individual thing, not just make a blanket, okay, everybody can do this or everybody can do that. I think we've got to see what they are doing. And I live across the street. I've seen what he's doing and what they are doing across the street.

So they charge a cover. He says they don't

charge a cover. They have a covered area where the band always is. They say they don't have anything set up for music.

It's just fabrications, and it upsets me because I want to continue living there. I want to continue enjoying the Village of the Arts. I think it should be there for everybody, and if people would just follow the rules that are left, you know, put out for a reason, we wouldn't be here today talking about this.

That's all I want to say. Thank you.

CHAIRMAN BAKKER: Thank you, Carol.

All right. Next we have Nelly King.

MS. KING: Hi. Good afternoon. My name is Nelly King. I own a home at 1207 Eleventh Avenue West in the Village of the Arts.

As an eight-year resident having resided on both sides of Cottonmouth, east and west sides, within 300 feet, I fully support the planning director's initial classification of Cottonmouth as an outdoor amusement. I apologize if that word is not the right word.

But while I appreciate live music, Cottonmouth's undeniable and frequent presence in my immediate vicinity is disruptive.

The evidence overwhelmingly supports the

classification and reclassifying it would undermine our community and zoning regulations.

I do not advocate for the closure or disruption of any business, nor am I targeting any one person. I simply don't want extremely loud music in my back yard most days of the week. Therefore, I'm in favor of the current status.

My main concern is my property value. With something like this in my back yard and potential rezoning for one business I find to be not acceptable.

To deny that Cottonmouth operates as an outdoor venue is to ignore the clear and present impacts on our community and the obvious nature of its operations and marketing.

I urge you to uphold the planning director's original decision, which is not only accurate, but essential for maintaining the balance and peace in our community.

Thank you for your time.

CHAIRMAN BAKKER: Gene Tennerly.

MR. TENNERLY: Gene Tennerly, 1115 Thirteenth Street West in the Village the arts.

I'll be brief. Our back yard is about 150 feet from the back yard of Cottonmouth and there's three types of music that I hear coming from there: Normal

tone, loud and really loud.

Sometimes we can't enjoy being in the back yard because we can't converse easily, so we go inside the house.

During the winter, when we'd like to have the windows open, and there's a loud band, we have to close the windows because we can't watch television or have a conversation with friends.

At some point, good music becomes a nuisance, and there's sometimes when there's really music that is a real nuisance.

I think that the rights of the residents and homeowners are being subverted to one business, and I'm not sure what the solution is going to be. It's going to be up to you. But, you know, we didn't buy there to listen to this two to four times a week.

We're looking for a solution. I'm not sure what it is. Bigger minds than mine. So that's it.

CHAIRMAN BAKKER: Thank you, Mr. Tennerly.

Next, we will call up Carrie Price.

MS. PRICE: I'm not going to go off script even though you may have heard a little bit of this.

My name is Carrie Price. I live at 1122 Twelfth Street West. Okay.

Good afternoon. Thank you for the

opportunity to speak.

I live in the Village of the Arts next-door to Cottonmouth. I'm here today to confirm and support the planning director's determination that Cottonmouth functions as an outdoor auditorium, a use not permitted in the T4-R zone.

Cottonmouth is not a restaurant with a little background music. This distinction matters. Under Bradenton's Form Base Code, the T4-R is meant to protect neighborhood livability. It allows small scale, low impact businesses that fit into a residential setting, not outdoor amplified crowd-based entertainment. The code is clear in Table 4.7 that outdoor auditoriums are not permitted in the T4-R zone.

As a neighbor to this business, I can tell you that what is happening at this location goes well beyond incidental use.

Cottonmouth holds organized outdoor concerts three to nine times per week with admission costs and amplified sound that carries through the neighborhood.

I included in my letter to the Planning Commission a list of the concert events held just in 2025. 158 events so far.

I've provided multiple pages of event listings promoting the concerts and ticket prices from Cottonmouth's social media. Cottonmouth has unabashedly promoted their concerts, their ticket prices and their status as a live music venue even after submitting their appeal.

Having lived next-door to the former restaurant, Arts and Eats, from 2012 to 2018, what Cottonmouth is doing now is nothing like the small scale restaurant intended for this location.

This isn't about opposing music; it's about compatibility and fairness. When a small restaurant turns into an outdoor concert space, it changes the environment for the nearby homes and businesses.

The noise, the parking, the repeated outdoor performances undermine the character of the T4-R zone, and as a home and business located less than 50 feet away from the stage and speakers, we can no longer enjoy our back yard, our front porch. The music goes into every single room in our house. Myself, my husband, our two children, we can hear the music at our dinner table and inside our business.

We purchased this home in an area that specifically did not allow for an outdoor auditorium, and it is reasonable for us and all surrounding property

owners to have this zoning upheld.

We want the outdoor concerts to stop for good, and we ask this board to do what it can to permanently stop them.

I urge you to affirm the planning director's decision and uphold the intent of the Form Base Code. Doing so will keep our neighborhood creative, liveable and lawful, as the City designed it to be.

I also want to point out under oath that this business is still charging money for concerts. The concert that's coming Friday night has clearly listed a ticket charge. I included a photograph in my packet.

Thank you.

CHAIRMAN BAKKER: Thank you, Carrie.

Next we have Preston Whaley, Jr.

MR. WHALEY: I have a little Teleprompter here.

Thank you. I'm Preston Whaley, 1122 Twelfth Street West.

I'm a resident and business owner in Village of the Arts, Bradenton, Florida.

I endorse the determination of the planning and community development department director that this is an outdoor -- Cottonmouth is an outdoor amusement

center or outdoor auditorium prohibited in the T4-R zoning district.

Building permit records show the property in question was permitted as a restaurant in 2012. I was a neighbor to the restaurant then and I am a neighbor to the current outdoor music venue now.

The previous owners operated a restaurant and they featured actually incidental music, usually a guitar player and singer inside the restaurant. My wife and I enjoyed it when we dined there.

Since January 2025, Cottonmouth has promoted over 150 outdoor concerts, and during seasonal months, up to nine shows a week this year.

These shows are frequently ticketed, and my observation is people are there for the music, for alcoholic beverages, and only incidentally are there they for food. The photos Cottonmouth provides in their appeal application only helps to confirm this.

The staff report notes that the City's comprehensive plan covers a variety of zoning types. The plan encourages compatible uses in all zones in order to ensure that redevelopment occurs in a manner that respects the existing residents and their peaceful enjoyment of their neighborhood while allowing neighborhoods and businesses to thrive.

Cottonmouth's immediate neighbors are residential neighbors. People and families live there. Businesses do business there. It's revealing that most of the people who support Cottonmouth, owners and customers, they don't live close enough that their livability standards are degraded.

An outdoor auditorium is out of tune with the goals of peaceful enjoyment of the neighborhood or business prosperity. Speaking for my business, loud music at Cottonmouth interrupts the flow of sessions with my clients. There are scheduling obstacles when I want to see customers later in the day, hold workshops on the weekends, or do business in the evening hours.

In contrast, Cottonmouth, most Village businesses are in compliance with zoning, fire and building codes. Moreover, they don't prevent other businesses from functioning fully or prevent residents from enjoying their home.

Cottonmouth has been a source of distress and nuisance to me and my family and for many in the Village of the Arts for some time.

I'm asking the Planning Commission to affirm the Planning Director's determination and deny the owner's appeal. Every business should be accountable to the governing laws and regulations that apply to their

business, including Cottonmouth. The outdoor concerts should stop immediately.

Thank you.

CHAIRMAN BAKKER: All right. Next up we have Claudia Wizner.

MS. WIZNER: My name is Claudia Wizner and I live at 1115 Thirteenth Street West, which is the street directly behind Cottonmouth.

I support the Planning Director's determination that Cottonmouth is acting as an outdoor auditorium, which is not a permitted use in the T4-R zoning district.

The activities occurring at Cottonmouth exceed what is appropriate for a neighborhood designated for residential use. The frequency, volume and nature of the live music events demonstrate that it functions as a commercial entertainment venue. Public display of ticket prices, event cover charges, social media advertising and photos reinforce that conclusion.

As a nearby resident, I have experienced firsthand the disruptive impact of these outdoor events. When Cottonmouth hosts live music, the sound carries so strongly into my home that I often cannot use my back yard for normal activities.

The music is frequently so loud that I am

forced to close my windows just to maintain a reasonable level of peace indoors. These disruptions occur repeatedly and are inconsistent with the quiet enjoyment expected in a residential area.

Beyond the noise, these events generate increased traffic, parking congestion and pedestrian activity, straining our small streets and posing additional safety risks. Concert-goers from outside the neighborhood generate litter and additional noise.

Cottonmouth's use of its property as an outdoor music venue is incompatible with residential zoning and has already caused significant disturbance to surrounding homes.

Upholding this determination is necessary to maintain the integrity of our zoning laws and to protect the quiet enjoyment and well-being of residents in this community.

Thank you.

CHAIRMAN BAKKER: I'm hoping I get this one right. Kenneth Jaquith?

A VOICE: He just left.

CHAIRMAN BAKKER: Okay. I will move that back. We'll see if he gets back in time.

Nicole Skaggs?

MS. SKAGGS: I conceded my time to Annie

Racine.

CHAIRMAN BAKKER: Oh, I'm sorry. You're right. Okay. You concede your time to Annie Racine.

MS. SKAGGS: Yes, I did. Thank you?

CHAIRMAN BAKKER: Is that allowable?

MR. RUDACILLE: No.

CHAIRMAN BAKKER: Unfortunately, we can't do that, so, Nicole, if you would like to take three minutes, you may speak and Annie will get three minutes to speak, but unfortunately, we can't concede to give Annie six. I'm sorry.

But you're both more than welcome to speak. Just remember to state your full name and mailing address, please.

MS. SKAGGS: Nicole Skaggs. 7216 16th Avenue Drive West. Sorry. I was not prepared.

CHAIRMAN BAKKER: That's okay. That's okay.

MS. SKAGGS: -- to speak. But, you know, I have invested well over half a million dollars in the Village the arts. I have a business that is one away from Cottonmouth now. And what I keep missing and keep looking for someone to say, we keep talking about Form Base Code and that we have to follow that, but there's an overlay that we're not following, and that is

something that was put into place prior to the City of Bradenton adopting Form Base Code.

So I really think, and I would encourage you guys to take a look at that, because this use is allowed.

I actually bought Cottonmouth when it was Art and Eats and owned it for several years. Dave was a tenant of mine and he did music then. There was never a problem. So it's a little surprising to me now that there is.

So the idea that the people that have an interest in this don't necessarily live there. Yes, there are people that have a great interest in this, and, no, we don't live there full-time.

So I would just say that I know that Annie can speak to, because she was part of the group that helped with the overlay when this was first put together 25 years ago. But I would say that the overlay supersedes Form Base Code, and I think we need to look at that. Give it a long hard look, and Dave is a restaurant. He's not an auditorium. Anyway, that's all I have.

CHAIRMAN BAKKER: Thank you.

All right. Next we'll call up Mark Thompson.

MR. THOMPSON: Mark Thompson, 7211 Fifteen Avenue Drive West.

I came here ready to say something and now I've totally changed my mind. So we've heard a lot of information being shared, and I appreciate your time in hearing everybody because this is a complicated decision.

One question for me is, the officer testified 36 noise complaints. Mr. Shiplett testified there has actually been more. I think a question you need an answer to is: How many of those complaints, how many different residents are those complaints from?

We've heard a number of people just testify from the immediate area saying they are opposed to this. Have they all been complaining about the noise? We've also heard testimony that it might be only one person. So I think it would behoove all of you to find out just how many complaints are coming in from a variety of residents.

Another thing that I asked when I was made aware of the situation is, how do you measure the code enforcement? The officer testified initially, they didn't even have the meters to do it. But what is the procedure, because music is a dynamic structure. There's ebbs and flows, increases, decreases in volume,

and even when, if you are trying to measure at the end of a song when the audience is clapping, that can affect the noise level.

So one would think that you would want to measure from a variety of points and somehow average them out to get a more accurate assessment of what is going on. What is the City's code in terms of determining if there is indeed a sound violation? Nobody has yet been able to tell me what exactly the process is.

I attend shows at Cottonmouth regularly. I know that nine shows a week is not possible when you're only open five days and you're doing shows in the evening most of the time.

And I know one of the reasons my wife and I moved here over a decade ago is because of the vibrant arts community that Bradenton has. And the Village of the Arts is something I read articles about numerous times extolling the virtues of this unique feature that brings artists together, but also brings people to our community from a lot of places, even from around the world.

And Dave's business brings people into -- from north of Tampa, south of Sarasota, brings people in, exposes them not just to his establishment, but to

what the Village of the Arts has to offer.

CHAIRMAN BAKKER: Thank you, sir. Appreciate it.

Joe Griffiths. Joe Griffiths? No? Okay. Moving on.

Jean Farmer.

MS. FARMER: I thought when I wrote that, I didn't speak.

CHAIRMAN BAKKER: All right. Michael Matthews? Michael Matthews? All right.

Bill Hubbard?

MR. HUBBARD: I didn't put down I was going to speak.

CHAIRMAN BAKKER: Oh, okay. Just so you know, these are Public Commission comments.

Matthew Farmer? Get at least one Farmer up here.

MR. FARMER: You get the lesser half, I guess, is what I'm always told.

Hi. My name is Matthew S. Farmer. I live at 1001 Twelfth Avenue West.

I have lived in the Village of the Arts for 11 years. We bought our home almost sight unseen because of the art community within the Village.

The Village has always been a community

based off of not only visual arts, but the food arts and the music arts. These are arts.

Without these things, the Village becomes less, so I am not in favor -- am I saying that correctly? I am not in favor of these things going on.

Many of these people on both sides are my friends. It makes it very difficult in this position, but, again, I think it is so important to understand that we are the Village of the Arts. We are a village not just of people who live there, but a large portion of those people have their art shops there, have their music shops there, have their restaurants there. Again, that was part of the Village of the Arts. You take any one of those things away, we become less.

So we've heard about parking. Parking has always been an issue in the Village. It is not just Dave. It has always been an issue in the Village. So to blame parking on Dave, I have kind of a problem there.

Music, yes. At times, it gets loud. What doesn't? I mean, that's the beauty of music. Sometimes it's soft. Sometimes it's loud. That again is just part of the art form of music.

So therefore, in favor of Dave and keeping

him open. Again, 11 years. He has been doing food and music within our Village. He is an important part of our village, and it is my contention, without him, we are less.

Thank you.

CHAIRMAN BAKKER: Thank you, Mr. Farmer.

Bill Webster?

MR. WEBSTER: Hello. I'm Bill Webster. 7819 San Juan Avenue. I also own some property in the Village and have been involved with it for a pretty long time.

This is not an easy one. I don't like being bothered by noise, but I also don't like the Village losing what it's supposed to be and what it has been. We are no longer 40 galleries as we were back before some of the ups and downs financially.

There are fewer artists open. We need to have foot traffic. The City promotes it. The County promotes it. But we don't want to have an empty product. It's not just a nice little retirement neighborhood, although it would be a tempting one.

I think that the restaurants and the music bring people into the Village that nothing else is going to do, and I think any open-minded person will have to acknowledge that. I just hope that some sort of

mutually acceptable solution can be worked out for the neighbors and for the business, because to cut off Cottonmouth is extremely detrimental to the future of the Village and also I believe very unfair. So good luck in your decision. Thanks.

CHAIRMAN BAKKER: Thank you, Mr. Webster.

Katja Kempe?

MS. KEMPKE: Good afternoon. It's a pleasure to be here, Council Members. Thank you so much for your time.

My name is Katja Kempe. I live on 3618 First Avenue West.

CHAIRMAN BAKKER: Can you pull the microphone up a little bit mire?

MS. KEMPE: Absolutely.

CHAIRMAN BAKKER: Thank you so much.

MS. KEMPE: Thank you. Are my ten seconds over? Just kidding.

CHAIRMAN BAKKER: That's fine.

MS. KEMPE: So it's such an honor to be here, and I know that your role is honorary as well, so thank you so much.

I won Entrepreneur of the year of Australia for one reason: Because I could hold a vision and see an opportunity. And the vision and the opportunity

of the Village of the Arts is one that really sets Bradenton on the map in Florida, and we're very lucky to have some of the founding mothers and fathers of the Village of the Arts here representing Cottonmouth as one of the distinct vocations in the Village of the Arts?

I put together a colorful presentation that I would like to submit. I wasn't aware that I could submit it beforehand. But really, it speaks to, yes, there are economic opportunities of the Village of the Arts in general, what it's intended to do and how to benefit Bradenton as a whole.

So where does Bradenton want to be in ten years? This might be discussing Cottonmouth today, I understand, but I'd like to bring our vision back to the overall vision of the Village of the Arts, a thriving coastal city that blends art, entrepreneurship and community where cultures drive commerce and small business fuels identity.

I've taken the liberty to put some numbers together. Currently, we have around about 220 properties, 40 -- we just heard less than 40 small businesses, maybe because some of the distinctions discussed today, and those numbers are declining.

The average property value of 350. I'd like

to directly address two concerns raised today. One was property value and the other one was fairness in the Village of the Arts.

Property value. If we were to rezone or reconsider the economic overlay of the Village of the Arts, not only would we see a twelve-percent value increase for the properties, benefiting each property owner, but it would increase roundabout $5 million of business revenue over five years. And I can submit all assumptions and numbers to make this a better point.

But not only that, the city would have an income of annually around about 180 to 200,000 per year just from the increase of property value and sales tax that could be taken in.

This money can be directly reinvested into the Village of the Arts, to put not only the Village of the Arts, but Bradenton on the map as a creative hub of the Gulf Coast, attracting more tourism.

I've also put together a reinvestment model, but I'm running out of time. And I really appreciate your thoughts on this topic.

And my last ten seconds, I just want to -- maybe you can close your eyes, a closing vision of what the Village of the Arts was intended to be, and a

wall-to-wall creative corridor with lights, music, galleries, restaurants animated by local talent.

Thank you so much for your time.

CHAIRMAN BAKKER: Thank you.

Annie Racine.

MS. RACINE: My name is Annie Racine, 1001 Eleventh Avenue West in Village of the Arts.

I am co-founder of Village of the Arts. I live and work in Bradenton. I directed the Magical Village of the Arts.

I began my work revitalizing the extremely 18-block neighborhood, 220 properties along with Planning Director Jerry West in 1999.

Together, we wrote the managed regulations for the economic overlay district. Our emphasis was going to rely on the arts -- visual arts, photography, performing arts, music and dance, bookstore and poetry readings, decorative arts and culinary arts.

We currently have four restaurants in the Village. Three of those locations regularly have music to enhance the dining experience. Many galleries, dare to say most galleries have also had music, especially during art walks and other events.

Village of the Arts is an economic engine for Bradenton. Cottonmouth alone supports a dozen

families, most of whom also live in the Village of the Arts, families with mortgages or who rent from other Villagers with mortgages. This is only one of the businesses that if forced to discontinue offering arts to patronage will not only suffer, but will likely move out of the City of Bradenton.

Once we lose our anchor businesses, the rest will fall in short order. Is this what we want for this 18-block economic district? Do we want to go back to the neglect of rental properties now that we have cleared out some of the worst offenders? Do we want to see the homeless, indigent and drug addicts take over this neighborhood again, because unfortunately, that is exactly what will happen when the arts move out.

The City has created a cross-traffic through the Village of the Arts when the State Senator Bill Galvano opened Turning Points on the opposite side of the Village of the Arts several years ago.

We the artists and entrepreneurs are the people who daily clean up the mess, including human feces. We do it because we have businesses and patrons that we care about. We care about our mission here. Some of us think of it as sacred.

This city needs the arts, not just on the river and large modern buildings, but in this sparkling,

fun and enchanting bungalow neighborhood.

When did the City decide that music needs to go? Was it when it formed its code? That would be 14 years into development and investments, 14 years of art walks and house concerts.

If Form Base Code cannot accommodate the arts, then we need to go back to the original arts and crafts of the district as they pertain to the Village of the Arts. We invested our time, our talent and our treasure.

You have the power. You can do this. Thank you.

CHAIRMAN BAKKER: Thank you.

Kyle Morris.

MR. MORRIS: Good afternoon. Kyle Morris. 1001 Eleventh Avenue West. And I've lived and worked in the Village of the Arts since 2011.

I came here originally with Blues Review Magazine and was one of the founders of Blues Music Magazine, which was founded in the Village of the Arts back in 2012.

I was also part of the group that started the Bradenton Blues Festival with Jack Sullivan and John Isham.

I've been directly involved in some of the

largest musical events that the Village has put on, including the Greg Allman concert that we did and had over 2,000 people. We didn't do that for profit. We did it to enhance the Village, to help all of our neighbors.

To me, the magic of the Village is in congregation and music. I can't believe that we are even considering taking Cottonmouth out of this equation.

Cottonmouth is a place where people come to gather and enjoy art, music, and delicious food. With our Sunday jams, we offer local musicians a place to congregate and play their own art regardless of their skill level. We also provide local schools and programs for special needs people, a platform to play for their families and our community.

I also would like to mention that I've been an employee at Cottonmouth for three years and depend it on not only for a living, but also to keep my neighborhood a magical place that people want to come and gather.

I also just want to point out that I've been in charge of the sound levels for the last couple of months and we have been in compliance every time the police have come out.

I've even gone to our neighbor Preston and offered to have him come in and do the sound with me, you know, so we could try to work this out and ask if there's any way. We just can't. It has just gotten contentious.

That's really all I have to say. I'm really sorry we're even considering, like I say, taking music out of the Village of the Arts. I mean, it's going to be just a neighborhood if we do that.

Thank you so much.

CHAIRMAN BAKKER: Thank you.

Hopefully, I get this right. It looks like Will Webster?

MR. WEBSTER: Hi. My name is Will Webster and I live at 1221 Twelfth Street West in the Village of the Arts, and I've lived there for -- not there, but in the Village for about five years now.

And, excuse me, I wasn't really planning to speak, so I'm trying to collect my thoughts.

Just, I love the music in the Village of the Arts. I love Cottonmouth and Adobe, and when I lived closer to Motorworks, I loved being able to go out and listen to them.

I think what Matt said was absolutely right. Just -- we can't just be galleries. We have to have the

food and the art, too. The musical art, too.

When I'm out walking my dog and I see visitors going around, I honestly can't even tell when most of our galleries are open anymore, so if they are not here for the Art Walk, they are really sort of out of luck. They can look around, but that's about it if they don't eat.

As to the parking, I mean, yes, there's a lot of parking, but I mean if we only allowed places that had minimal parking, we wouldn't have anything but galleries that are open just a few days a week or for short periods of time.

If they can get this sound under control, which it sounds like they are working on and that's not something insurmountable, and I think it would be just a shame to possibly give up music like that.

Thanks for your time. Thank you.

CHAIRMAN BAKKER: Thank you.

Donna Musitano?

MS. MUSITANO: Hi. Donna Musitano, 1010 Tenth Avenue West in the Village of the Arts.

I made little notes and changed a lot of stuff here because many people have said what has already been said.

I'm going to go back to when he first --

when Dave Shiplett first opened his Bird Rock on Tenth Avenue. I understand why all these people are complaining. He is not a good neighbor.

The parking problems alone when he was at Bird Rock, and he didn't support as many people as where he's at now. There were not as many chairs. You couldn't cram as many people on this property.

But when you have a restaurant that's only supposed to have maybe 20 to 30 people in it and then you have these outdoor events that attract 50, 60, 70 people, they are not coming to go to the galleries.

It's not getting us any -- any, where people are buying anything from the galleries. These are people going for the music events. Yes, he's making money from it. I'm okay if they do that, but they need to have the parking for it.

His restaurants don't have the parking necessary for the size that they are. It is a problem. Now, I'm okay with us keeping the restaurants. None of the restaurants really seem to even -- Arts and Eats, and when they were there, they have people. It's good to see people in the Village eating.

It's different with a restaurant. When they had music inside, it's good. That's what you do when you go to a restaurant and there's music inside.

You're able to talk to each other while the music plays. You can enjoy it. You can't enjoy it when you're trying to watch your TV and the music is pounding from next-door.

I know. I lived next-door to Taco Shack and it was the same thing. You're hearing the same complaints, but parking and crowd control is also a huge problem.

My place was vandalized over and over because I would yell at people to get out of my driveway, that I needed to park in my own driveway. It got ridiculous.

I had a handicapped person tell me, well, she's handicapped, so she can park wherever she wants because she's going in for dinner there.

These are not the people that the Village of the Arts galleries need. It's the people going for the music, that's great. I love having them at the events.

When we have musical events in the Village, it is fantastic, but they're events, and everybody is expecting it. It's a certain set time, and I don't think -- we've had very few events where people had to pay money. It's just not the way the Village works.

The original time -- when we came to the

Village, we agreed. We had a pact with the residents that we were not going to intrude on their lives and make it difficult.

When Motorworks opened, it was really loud. They stopped. They fixed it because the residents were complaining. And, no, it wasn't just one resident, although that one living across, right next-door, was the loudest.

CHAIRMAN BAKKER: Thank you.

MS. MUSITANO: But there were others. It was --

CHAIRMAN BAKKER: We've got to have you yield your time now.

MS. MUSITANO: Okay.

CHAIRMAN BAKKER: I appreciate it though. Thank you.

MS. MUSITANO: All right. Thanks.

CHAIRMAN BAKKER: We're back to the last one. I don't know if he has walked back in or not, but Kenneth Jaquith. Are you back with us, Kenneth? No? Okay. All right.

Unless Mrs. Brunner has another one, was that all of the than comment parts? Have we had any new ones submitted?

MS. BRUNNER: That should be it.

CHAIRMAN BAKKER: Okay. Thank you.

First off, everyone, thank you for being incredibly respectful and honorable. I really appreciate it, obviously, because we know this is a high personality, difficult, you know, highly emotional thing to discuss, so I appreciate all of you for doing that.

At this time, which is normal to do, we're going to yield the floor momentarily back to Ms. Hernandez and Mr. Shiplett, if they would like to make a retort.

You've now heard the public comments and what people have had to say, so you do not have to, but if you would like to get up and speak to any of the things that you heard or anything like that.

Do we have one more coming in?

MS. BRUNNER: Yes.

CHAIRMAN BAKKER: We'll go ahead, real quick.

Okay. Andrew Schroeder?

MR. SCHROEDER: Yes.

CHAIRMAN BAKKER: Thank you.

MR. SCHROEDER: Good afternoon, commissioners. My name is Andrew Schroeder. I'm at 1302 Thirteenth Avenue West.

I'm the general manager and managing partner Adobe Kava.

I hear both sides, and I'm afraid that this also implicates -- whatever decision you guys make will implicate my business as well, so I do ask you all to please keep in mind that this has huge implications on the entire Village.

We do run music events at Adobe. Typically, on Art Walk on first Friday. Most of the time we are -- we just run, like, Dungeons and Dragons tables and things like that just for people to hang out and enjoy the tea and coffee at my place. But shutting down a place because you're calling a restaurant an auditorium, I will leave that to you.

I have 15 employees. It just rolls over to my place. Could potentially put all of them out of work, too, not to mention the sales tax revenue that the City of Bradenton will lose as we were seeing the move.

I went to Cottonmouth a couple weeks ago and I brought my calibrated decibel reader to see if I could assist. I didn't get a reading above 60 decibels.

I don't know if you all are aware how decibels work, but the limit is 65 decibels after

10:00 p.m. It's 75 during peak hours. 75 is twice the volume of 65. So when he states that he's at 56 decibels, he is a quarter of the volume that is allowed in the area.

I didn't see a reading above 65, and when we got the police out there, they said there was an average of 56. This was just last Friday.

The issue at hand I see here is I moved in the Village in 2016. There were a lot more businesses that were there then than there are now. I've seen a lot of my friends close their businesses, move away.

People that I've invited to the Village to buy a property or to rent a property to open a business have been turned away. It is a lot harder to open a business now than it than it was seven, eight years ago. I think we should be making it easier to bring commerce and business in the Village.

Thank you for your time.

CHAIRMAN BAKKER: Thank you, Mr. Schroeder.

So going back at this time, we'll allow the applicants to make a retort if they would care to.

And with that, we will also close the public comment portion.

MR. SHIPLETT: I'm still David Shiplett.

This has been really difficult. I have contracts signed. I mean, the reason why I get sick every day is because I know I'm going against the wind, and they're not just calling on sound. It's literally videotaping my place, trying to see what problems they can cause for me and cause a problem.

So what I do is, I have to sign contracts to do this music, most of them, because they're touring musicians. And when you don't do a show, they sue you.

So what I'm doing is constantly right now fighting lawsuits, which is why I'm finding other places to do them. Am I losing money? Yeah. Am I going to get sued if I don't find a way for these shows to happen? Yeah.

So that's why there may be a show because I canceled like five shows because I can't do them. And they said, we're going to be acoustic. We're going to bring acoustic guitars. We're going to do it. And I think what somebody saw is that they listed that because they list events that tag me.

I'm just telling you without a doubt, I'm trying my absolute most best to do everything by the letter.

When I was told to not go back in the back yard anymore, we shut it down, but that didn't stop my

neighbors from calling and saying I was still using the back yard.

I took pictures and showed that I wasn't using the back yard. It has gone too far. And, like, yes, it's starting to have effects on the rest of the Village. And if it did slip by, it's because I'm in the middle of trying to eliminate shows, not be able to book the shows that I had coming because, for whatever reason, I can't do them, and deal with the legalities of what has happened to me here. And it's overwhelming and it is what I've got myself into right now. But I would not be making it harder on myself at this point, believe me. Okay?

CHAIRMAN BAKKER: Thank you, Mr. Shiplett.

Commissioners, at this point, if you would like to have any --

MS. HERNANDEZ: One more.

CHAIRMAN BAKKER: Oh, I'm sorry. Ms. Hernandez. I'm sorry.

MS. HERNANDEZ: That's all right. I do have a comment.

I did have this sent to me by someone in the audience and it is the picture, and I can e-mail this, but it is a picture of Dave's website. And it says nothing of a fee, but then there is a Sam Morrow site,

that it looks like -- and I don't know the ins and outs. I was actually there. I didn't do it, because I don't have it.

So it looks like somebody got somebody tagged or something like that. But it was not -- and it was not issued by Dave's website. But anyhow, I did want to state that. That did come up.

The other thing is I just kind of want to just wrap it back all up. And I just want to restate that this appeal extends beyond one restaurant. It speaks to the future of how Bradenton defines and supports its cultural districts and diversity.

The Village of the Arts has evolved into an entertainment corridor. Those are not even my words. Those are words that I've read in public comments from officials from -- that represent Bradenton.

And so I really want us to keep that in mind, and I do appreciate your time. Thank you.

CHAIRMAN BAKKER: Thank you, Ms. Hernandez.

So, Commissioners, at this time, if you would like to speak and make public comment or observation, if you have additional questions for Ms. Singer or Mr. Rudacille or any further discussion, now is the time to speak up and speak your mind.

MR. GREEN: Mr. Chair, before I go into my

comments, actually, I would like to ask Mr. Rudacille, are there any stipulations that we could put into this at all before I go into my comments at all?

MR. RUDACILLE: I wouldn't recommend doing some type of stipulations. I mean, this is really just a determination under the zoning code. And I do want to say, you know, obviously, this issue has been raised. The larger policy issue of how to address this moving forward in the Village of the arguments has been raised with the City Council. They are planning to have a workshop on this in the near future. Obviously, that is a separate process from what is going on here. But any type of, you know, regulations that might be put or stipulations should be part of that legislative process and not part of this appeal.

MR. GREEN: I just wanted to kind of clarify that. I will kind of go into my comments and try to make it as brief as I possibly can.

First, I want to thank everyone for coming in today and definitely being able to speak and, you know, to come before us and, you know, just -- sorry. Just a little -- just kind of just soaking this all in. I apologize.

But just listening to both ends of the argument, it's really giving me a lot to think about.

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It's really -- just listening to what all of you had to say and just trying to get a grasp of, you know, what kind of responsibility we have here of how this is going to go forward. And so, again, it's just giving me a lot to think about.

CHAIRMAN BAKKER: Other Commissioners?

MR. NEAL: May I ask a question of either Mr. Rudacille or Ms. Singer?

CHAIRMAN BAKKER: Absolutely.

MR. NEAL: You mentioned -- I think I wrote it down. You mentioned the interaction between the Village of the Arts overlay and the reason the restaurants were allowed, even though they're not listed in the scheduled use in the Form Base Code.

In the presentation, you showed a snapshot. I think it was part of the overlay. And the overlay said entertainment and restaurants.

Is that the reason why the -- not the noise. Is that the reason why Cottonmouth is allowed to exist or why the Art Cafe was allowed to exist, is because of the overlay?

Would you say the overlay supersedes the Form Base Code? I do not understand the interaction between the Form Base Code and the overlay.

MS. SINGER: Yes. The overlay district

provides for greater latitude, and in some cases, administrative determinations of uses.

So restaurants were allowed as an administrative determination. So the original restaurant, even before Cottonmouth that was established there, was established under a prior department director who allowed that use at that location.

And then that little chart, and I believe it's also in the staff report if you want to refer to it there, also allows for the determination of other uses as well that are non-intensive.

MR. NEAL: So I just want to go back to your initial presentation. When you said that you were weighing evidence, I asked a question about why a noise complaint is evidence as to use. You said the phrase, tip the scales.

Have you communicated to the applicant how many days a week he could have music that in your mind would tip the scales in his favor, that it was an accessory use?

I have not heard anything specific as to what. I mean, I heard residents say, oh, we loved it when so and so did music, but now this is too much. I haven't heard any guidance that the restaurant can act on it if they wanted to bring a couple acts. How many

days per week? How loud?

I mean, my personal opinion is they should be afforded an opportunity to comply, and we don't have any evidence about the noise complaints that we're rendering here today. I don't know. It seems very ambiguous to me.

I can empathize with a business owner if you are frustrated to invest money. And they can say they're two days a week, you know. I mean, he could say no, but at least he can make business decision. I have not heard any data today that would allow me to make a business decision, and that's just what's troubling me personally.

MS. SINGER: And we include the definitions of outdoor auditorium, and I think that kind of clearly indicates what an outdoor auditorium is, and I think what we've seen in terms of what has been advertised. The noise complaints are a part of that because it also speaks to intensity of use, and then it plays a part in my determination because of that and because the use chart for the overlay brings that up.

And so, you know, getting back to that definition, I think if it is not an outdoor auditorium and it is a restaurant use, restaurant use is permitted. Outdoor auditorium is not. And I think it's

functionally because of advertising, charging an admission fee.

They may have curtailed that activity for now, but, you know, we still see something posted on websites that indicate that fees or donations are being collected. Those kind of things all indicate that it falls into, you know, outdoor auditorium or outdoor amusement use.

MR. NEAL: Okay.

MS. SINGER: I think just going by those definitions is where we came down on the use.

MR. NEAL: Okay. Thank you.

CHAIRMAN BAKKER: Mr. Autrey?

MR. AUTREY: I believe our task here today is whether or not the director made the decision and classified it correctly. It has nothing to do with really all the noise or the neighbors not liking it.

When the music went from being a guitar in the corner of a house restaurant to an outdoor venue that now has 50 people sitting outdoors, it changed in scope. It changed the nature of what the restaurant entertainment that is allowed and permissible and not a question.

We're not stopping music. That would be allowed to happen if -- when the, in my opinion, when

the scale of the problem became something other than ambient music in a restaurant dining facility.

I think that's where this transition to something that required some judgment be passed on it. And that's my two cents on this whole thing.

We don't want to stop the music. We want the music to be respectful of the place that it's at.

MR. NEAL: Mr. Chairman, may I just make one comment in response?

I mean, just in response to Mr. Autrey's fair consideration, I completely agree with everything that he said, but what troubles me is no one in this entire room, people for or against, can articulate any specific way for the restaurant to come into compliance.

MR. AUTREY: I a hundred-percent agree with that, too.

MR. NEAL: And that's frustrating to me.

MR. AUTREY: We don't know where this boundary is right now.

MR. NEAL: We are supposed to what a nation of law is, right, not a nation of, you know, individuals with opinions. I guess it's just -- I don't know.

No one has said, the director hasn't said, Mr. Rudacille hasn't said we would feel more comfortable

characterizing it as restaurant if, and then listing anything tangible.

So that's my frustration. That's why I'll be proposing a motion to overturn the PCD's opinion, but certainly, I would ask for a second, just for the purposes of discussion. I wouldn't expect anyone to rule on this without a discussion. But I don't agree with the determination that it's an amusement center, personally.

CHAIRMAN BAKKER: Any other comments?

Well, in 13 years on the Planning Commission, this might be a first for me because, quite frankly, I can't stand listening to people on the dais pontificate for minutes on end, so this is a first for me.

I have a lot to say. First off, I know so many of you.

Carrie, you and I were founding board members on Bradenton. Bill, I think I served on the Board of Directors of the Village of the Arts with you 10,000 years ago.

You know, I have been to the Village of the Arts no less than 200 times. I know Chef Gaetono. I've had so many meals at your place. I love the Village of the Arts, and I can see why there's all of these

feelings swirling around here.

Those of you who know me know there are few things that I am more passionate about than live music and the arts. As somebody who made the horrible decision to open up his own live music venue a few years ago and find new and exciting ways to lose money, you know, I've walked this. I've walked through. I was with the City of Bradenton when the noise ordinance was written and sat through dozens of hours of public comment of people that were for or against it.

So this is all really just to say I love the Village of the Arts. I love the residents. I love the arts. I can see why this is a really just sticky situation to be in. Right? You live there.

At the same time, you know, Robin, I don't envy your position in this as well. I think Commissioner Neal kind of alluded to, we're kind of dealing with a murky situation right here and everybody is trying to make the best decision they can with the information they have.

I'm going to probably say a lot of things that some of you will like and certain things you won't like. Right?

On one hand, I'm a little, for lack of a better term, shocked that I'm hearing residents of the

Village of the Arts band together to stop art from happening, you know. Village of the Arts was supposed to be a bustling artistic community with visual arts, performing arts, sonic arts, all kinds.

The arts are so broad. You know, music is part of that. That being said, you live there. Right? And so there are always ways to do that, respectfully, you know.

Certain things have happened here where I do think we need to really look at the zoning.

When you look at T4-O and T4-R, right, technically, most of the Village is in T4-R, which means there should be no restaurants, no restaurants in the Village of the Arts. I want the Village of the Arts to be filled with restaurants, and I want to be able to walk down Twelfth on a Friday night and hear music coming from RK Cafe, you know, music coming from everywhere, music coming from Jerk Dog; right?

Obviously, it has got to be done respectfully. It has to be done respectfully because there are people that live there. Right? Those are things to keep in mind.

You know, on the other hand, Cecilia, Dave, I think this may be a -- and as somebody who has been operating a business in the Village for a very long

time and having lots of music over the years in multiple different places and that, this may be simply a case of where suddenly, the locomotive got too fast and too far and went too far off the track.

We are dealing with indisputable facts in our report that the police have come out and documented on very expensive decibel meters multiple infractions of being over the city's limit. Obviously, there are a great many times they have come out and found you to be under. Right?

But there's inconvertible proof that there were multiple reading by the City BPD where it was over, you know.

To your own admission, for a season, for a time, there were ticketed shows where you were being -- charging people to come and attend shows if you didn't feel like dining. This is where Director Singer's judgment of converting it from simply a restaurant with musical noise as part of the environment ambience starts pouring into venue and auditorium. I can see where that kind of judgment would be made.

And, quite frankly, if the business model were to shift to a ticketed environment, where you pay a ticket and you pay a cover charge when you come in, I do think that does wander off the train into a

venue, an auditorium. Suddenly, we're into, you know, a property use that does really require we need to do this.

But at the same time, personally, you know, no one has to agree with me, but I think the Village of the Arts and Cottonmouth and all the other places and Village Patio and Adobe Kava should all have music. From 7:00 to 9:00 is fine to me. Right?

That doesn't make it law. It needs to be done respectfully. It needs to be kept under the limits. It needs to be free at all times.

Dave and Cecilia, it does appear that after all this kind of started going through, you have put considerable effort into kind of bringing the train back on the track, getting the noise levels down. You know, being more respectful of those around you, not doing ticketed shows. Greatly appreciate your efforts to bring it back in and be more respectful of the area surrounding you. So that's kind of why this is a tricky thing.

Personally, I agree with Commissioner Neal. I don't support the reclassification, but then at the same time, I'm not supporting a just keep going as you were as well.

I think that so long as this business,

and not just Cottonmouth, any business, whether it's Jerk Dog, whether it's Adobe, anywhere that has music in the Village of the Arts, that it stays underneath the legal allowable decibel limits that were decreed by the City of Bradenton about ten years ago, and that if you disobey that multiple times and get ticketed and get cited, after a certain amount of time, you lose your privilege of having live music because you are not able to adhere to it.

You know, if you're going to ticket events, that borders into the operation of a venue rather than a restaurant, and that's not really conducive here. But so long as the decibels and the hours are within the reasonable limitations that are already set in place by the City of Bradenton, I see no reason in not continuing to support that.

It is the Village of the Arts. I mean, if you don't want noise and you don't want music, I mean, there are so many places in the City you could move. But being in the Village of the Arts, you should expect some music, albeit it should be at the decibel levels that everyone agreed to and the times that everyone agreed to.

So I would ask those of you that opposed this to also consider giving a little bit of grace,

knowing again, this is a really difficult situation. There are so many feelings in this room, and quite frankly, they're all quite valid, so I can see the tug of war and the push and pull here, and I understand the stresses on both sides of the equation.

I wish there was an open and shut easy answer here, but I definitely think, you know, the City needs to be taking a strong look at the kind of murky T4-O, T4-R, overlay, you know, district that we're currently dealing with in the Village, because it does seem like it makes it a little difficult. And I think with minimal effort, we can create a framework for the Village that will help, you know, business and commerce succeed and survive while still being respectful to everyone that literally lives there.

So I'm sure some of you agree with certain things I've said and disagree with me on certain things I've said, and that's the beauty of where we live.

So at this time I will entertain a motion from any of the Commissioners to either grant or deny the appeal from Ms. Hernandez at this time.

MR. NEAL: Mr. Chair, I'd like to make a motion to approve the appeal, which will be reversing administrative decision of the planning community and development director.

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CHAIRMAN BAKKER: All right. We have a motion to the floor for reversal -- for approval of the appeal to reverse.

MR. GREEN: Second, Mr. Chair.

CHAIRMAN BAKKER: And we have a motion and a second.

All in favor, say aye. If there's further discussion, by all means, speak up.

Okay. All right. Yes, Mr. Autrey?

MR. AUTREY: No. Thank you.

CHAIRMAN BAKKER: Okay. We have a motion. We have a second. All in favor, say aye.

MR. GREEN: Aye.

MR. NEAL: Aye.

MR. JONES: Aye.

MR. TAYLOR: Aye.

CHAIRMAN BAKKER: Oppose?

MR. AUTREY: Aye.

MR. WHETSTONE: Aye.

CHAIRMAN BAKKER: We have four ayes and two nays, the nays coming from Commissioner Autrey and Commissioner Whetstone.

MR. RUDACILLE: Mr. Chairman?

CHAIRMAN BAKKER: Yes, Mr. Rudacille?

MR. RUDACILLE: So we will work with the

planning department to bring back an order that is inline with the decision that the Planning Commission made today. That will be on for your next meeting, so we don't have to continue the hearing, but we will present that order at the next meeting for your consideration.

CHAIRMAN BAKKER: It's unfortunate that sometimes conflicts like this happen, but sometimes they open up and force dialogue to make things better in the long run. So I hope this incident leads to a better outcome in the near future for everybody. And I ask all of you in the Village to just have patience while we work through this to try to create something.

MR. NEAL: Mr. Chairman, may I ask what the implication of that is?

CHAIRMAN BAKKER: Certainly.

MR. NEAL: Does that mean the business is shut down until the next meeting?

MR. RUDACILLE: To be clear, the business has not been shut down.

MR. NEAL: Okay.

MR. RUDACILLE: So the code enforcement is stayed pending this appeal. So there hasn't been any enforcement action other than noise enforcement of the noise ordinance.

MR. NEAL: So, and just to clarify. None of this waives code enforcement authority? None of this allows music to violate the ordinance? This is just overturning the characterization of the rest of what we're calling a restaurant as an event thing?

MR. RUDACILLE: That's correct.

MR. NEAL: So they still have to follow all the laws of life safety, noise, calibration, by the way. Huge respect for the City, calibrating a decibel meter. That sounds hard and expensive. But I mean, you can tell, it's very emotion physical. So I'm glad we have good data on that.

But I'm sorry. I'm not condoning anyone breaking any rules. I just rendered my opinion on a very narrow wish.

MR. RUDACILLE: Yes. This does not affect any of the building codes, fire codes, noise level issues, anything like that. It's just the use classification, and we'll bring back an order for the consideration of the Planning Commission.

MR. NEAL: Thank you, Mr. Chairman.

CHAIRMAN BAKKER: Thank you, Mr. Rudacille.

(Hearing concluded at 4:17 p.m.)

CERTIFICATE OF REPORTER

I, Valerie Gunning, Certified Realtime Reporter, Notary Public for the State of Florida at large, do hereby certify I stenographically reported via the proceedings at the time and place so indicated and that my notes were hereinafter reduced to a computer generated-transcript.

I further certify that I am not an employee or relative of any of the parties and am not an employee or relative of either counsel, and further certify that I am not financially interested in the outcome of this litigation.

I hereby affix my signature this 4th day of November 2025, in Sarasota, Sarasota County, Florida.



Valerie Gunning

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Valerie Gunning
Registered Professional Reporter.

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appendix F

From: Carrie Price
To: Robin D. Singer
Subject: [EXTERNAL] Letter for Planning Commission/Cottonmouth
Date: Monday, September 29, 2025 8:11:20 PM
Attachments: Attachment 1 Site Plan provided by Cottonmouth.pdf
Attachment 2Stage Photos.pdf

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

PLEASE NOTE: #1 and #2 of the 9 attachments are attached to this email. The remaining 7 will be sent individually. I do apologize for the inconvenience; the file sizes were large. I will label each email in the subject line as "Attachment #) and just send the attachment. Please verify with me that you have received the attachments. Thank you!

Dear Ms. Singer,

This letter serves as my letter to address the Planning Commission for the meeting to be held on October 15th, regarding Cottonmouth, 1114 12th St. W., Bradenton.

I am writing to express support for the Planning Director's original denial of the Special Use Permit submitted by Cottonmouth on July 11, 2025.

A stop work order, based on an email complaint by then Councilmember, Josh Cramer, was placed on Cottonmouth for the outdoor venue on June 23. Cottonmouth then applied for a special use permit for up to 3 outdoor concerts per week on July 11th. That request was denied, I think correctly, based on clear evidence that they were operating an outdoor concert area.

I also want to comment and share information regarding Cottonmouth's appeal of the denial submitted on August 27, 2025, which will be discussed at the October 15th meeting.

Cottonmouth asserts in their appeal that the Planning Director made an error classifying Cottonmouth's activities as "outdoor amusement" or "outdoor auditorium." Cottonmouth asserts that they do not charge admission or have a stage and claim that what they offer is incidental dining music. The owners assert that the concerts are an 'accessory use" and allowed under something called "zoning principles," but they offer no supporting documents regarding allowable accessory uses or zoning principles in the T4-R zoning.

As the owner of the property next door to Cottonmouth, I can verify, through observation, that Cottonmouth has a stage area where bands perform. This area includes special lighting, electric, fixed mounts for speakers, and more. I have also observed signs out front posting admission prices. I regularly see people arriving and paying admission to concerts. Concerts are the main draw to the restaurant. When there is not a music performance, there are very few, if any, patrons on site. They claim food service is their primary activity, but offer no evidence via point-of-sales reports to support this claim.

I am sharing nine attachments to support what I have observed to be reviewed. I believe this information shows that Cottonmouth has and continues to operate as an outdoor music venue, a use not allowed in the T4-R. As one of the people directly affected by these

concerts, I can attest that the negative impact on the quality of life for both the four residential properties that border Cottonmouth and all the surrounding residents and small businesses dealing with the noise, event parking, and post-event loitering is substantial and has lowered the quality of life and ability to enjoy our homes and properties as intended. Unfortunately, Cottonmouth has become a nuisance property with the police called almost every weekend due to noise complaints, further disrupting both residents and businesses.

Attachments In Response to Exhibit A Definitions/Comparison from Cottonmouth Appeal:

1. Site Plan: Site Plan from the original special use permit application, dated July 11, 2025. This site plan, submitted by Cottonmouth, clearly shows a 20x8 area marked as a stage. This area is consistent with what I can easily view from my window as the stage area. In the appeal, Cottonmouth states they have no permanent stage, and that is one of the two reasons the Planning Director was in error in classifying the outdoor space as an outdoor venue.

2. Stage Photos: Images over a span of time showing bands playing in the area marked as a stage on the aforementioned site plan. Photos are from Cottonmouth's Facebook page.

3. 2025 Concerts, so far: Listing of all the concerts since January 1, 2025. This list includes concerts that are planned up until the week of October 11. The list has 158 concerts on it. This information was taken from the Cottonmouth Southern Soul Kitchen Facebook Page.

4. 80-Seat Ticketed Venue: Screenshot from Cottonmouth Southern Soul website, describing Cottonmouth as an 80-seat ticketed music venue (old version of the website).

5. New Website: Screenshots from the new website describing live music events, VIP packages, and more. This website debuted on 9-29-2025. This letter is also being sent on 9-29-25, so there could be edits or changes over time. I am submitting what is online as of today.

6. List of Concerts with Cover Charge/Ticket Info from April 2025-Present. Includes events held after Cottonmouth submitted an appeal stating they did not charge admission. These listings were taken directly from the Cottonmouth Southern Soul Kitchen Facebook Page.

Thoughts and Attachments in Response to Exhibit B Photos of Venue Set-Up

After carefully reviewing the photos submitted in "Exhibit B" in the appeal, my opinion is the photos do not support the claim that Cottonmouth does not have a stage and that the music is incidental. In every photo where people are shown, all people are facing the area indicated on the site plan as a stage. It is the same area shown repeatedly, across time, to be the area where the bands play. The photos submitted in Exhibit B fail to demonstrate any obvious food service, with most tables either empty or with beer bottles or plastic red Solo cups.

Attachments:

7. Additional photos of people facing stage area. Images taken from Cottonmouth Facebook page.

8. Negative Experience for Concert Goers: Comments from Facebook from musician, Selwyn Birchwood, featured in a photo in the appeal package. Musician Selwyn Birchwood exchanges comments with concertgoers who had a negative experience at his last Cottonmouth concert.

9. Final Photo from 9/27/25: This image shows musician Ben Prestage in concert on 9/27/25. The Fire Marshal shut down the back concert area of Cottonmouth the week of 9/22/25. Concerts were relocated to the driveway. You can clearly see the sign with the ticket price/cover charge. Not charging admission is one of the two factors Cottonmouth said makes what they do “not concerts”. They have continued to both advertise prices and put out this easel for concerts since their appeal was filed. At this point, additional concerts are scheduled leading up to the Planning Commission meeting and into 2026.

Thank you for taking the time to review these materials. I believe what is presented provides more than enough information to show that Cottonmouth’s back patio area has been and continues to serve as an outdoor concert venue, something not permitted in the T4-R area. As a neighbor to this business, I can say without hesitation that what they are doing is disruptive to all neighbors, both residents and other businesses. I believe the information they have provided is in bad faith and heavily contradicted by their daily behavior and ongoing online marketing.

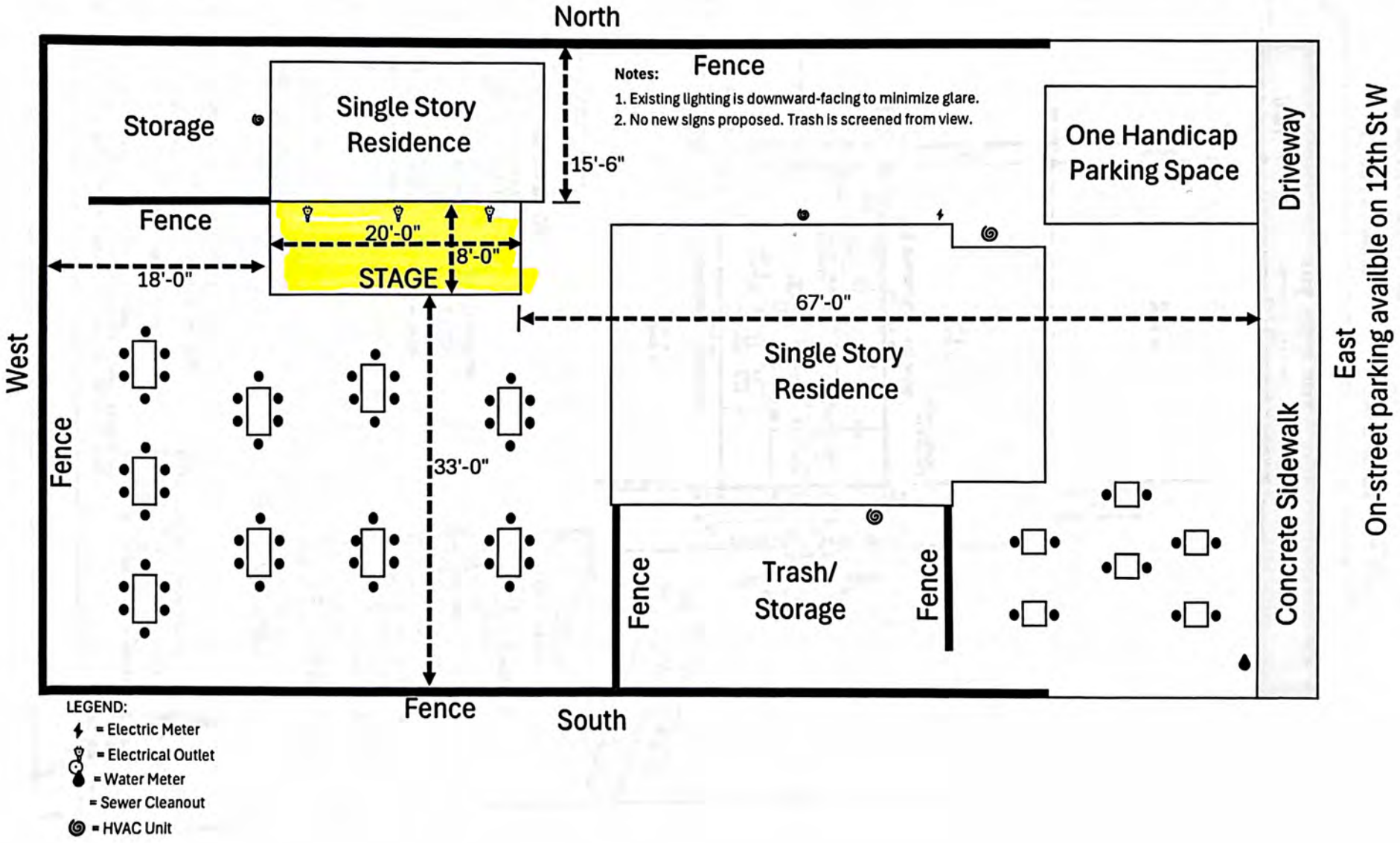
Thank you,
Carrie Price

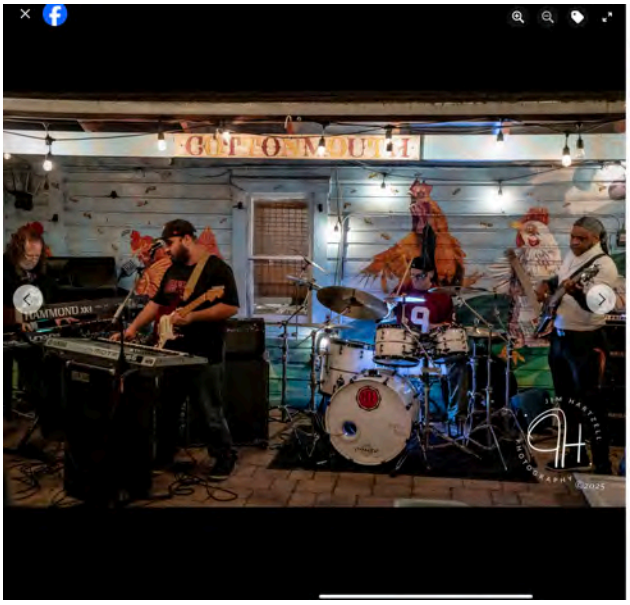
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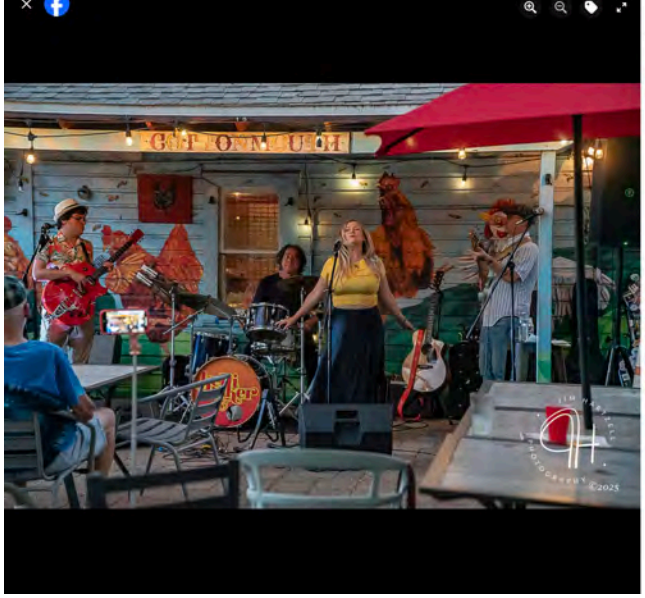
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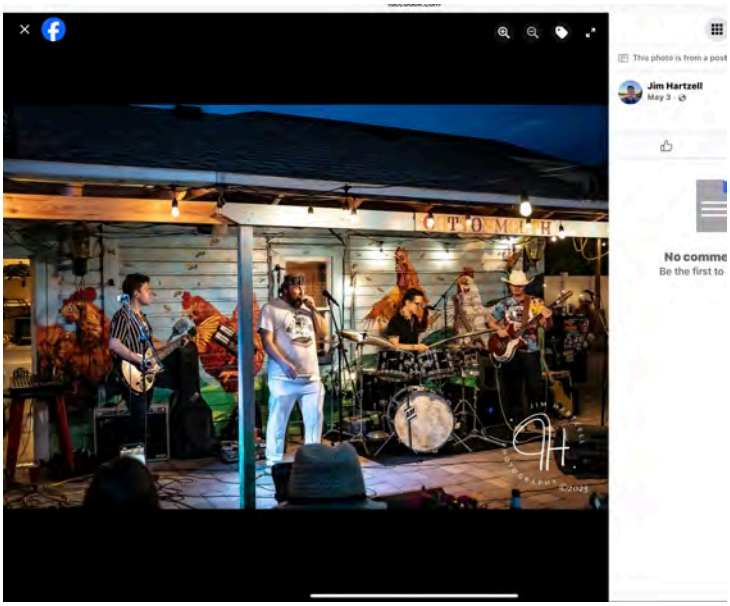
Sent from my iPad

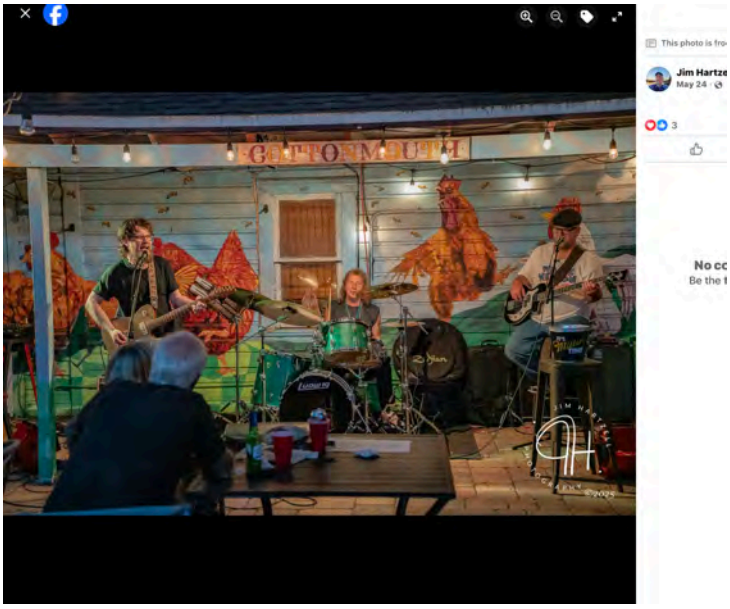
Site Plan

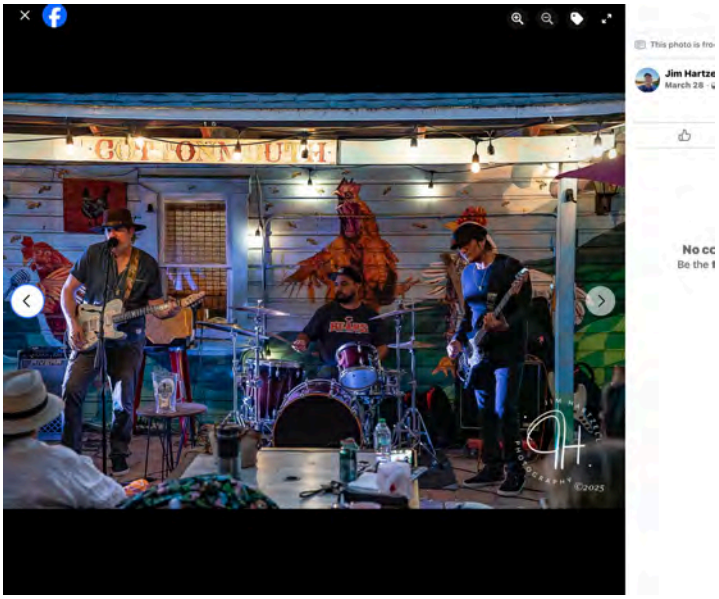

North
Fence
Notes:
1. Existing lighting is downward-facing to minimize glare.
2. No new signs proposed. Trash is screened from view.
Storage
Single Story Residence
15'-6"
One Handicap Parking Space
Driveway
Fence
20'-0"
8'-0"
STAGE
18'-0"
67'-0"
West
Fence
33'-0"
Single Story Residence
East
On-street parking availble on 12th St W
Fence
Trash/ Storage
Fence
Concrete Sidewalk
Fence
South
LEGEND:
= Electric Meter
= Electrical Outlet
= Water Meter
= Sewer Cleanout
= HVAC Unit

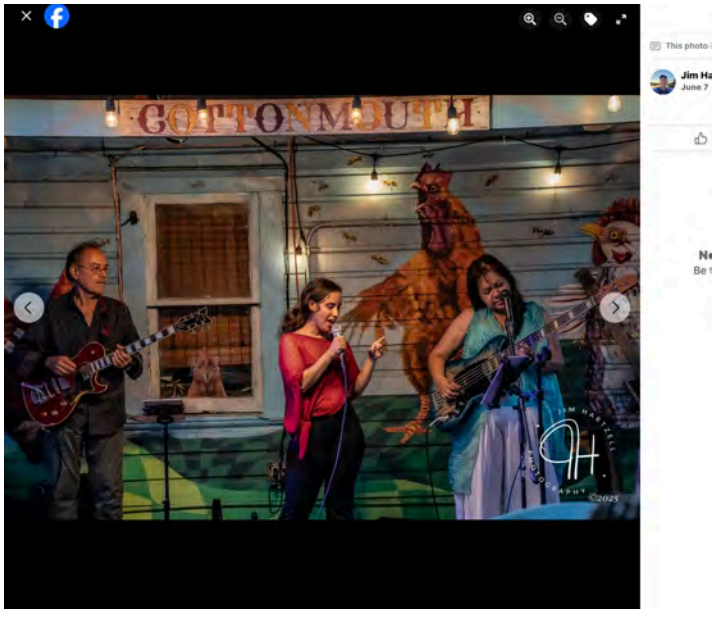

COTTONMOUTH

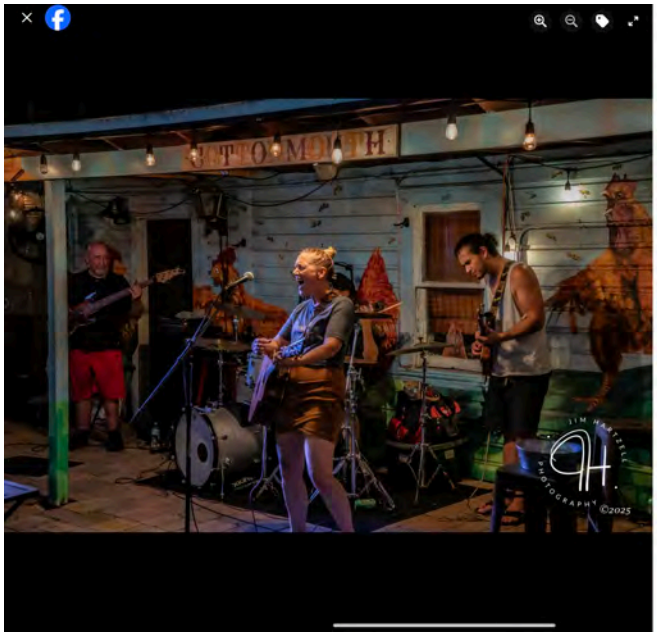

COTTONMOUTH


Jim Hartzell
May 3
No comme
Be the first to


COTTONMOUTH
Jim Hartze
May 24
No cc

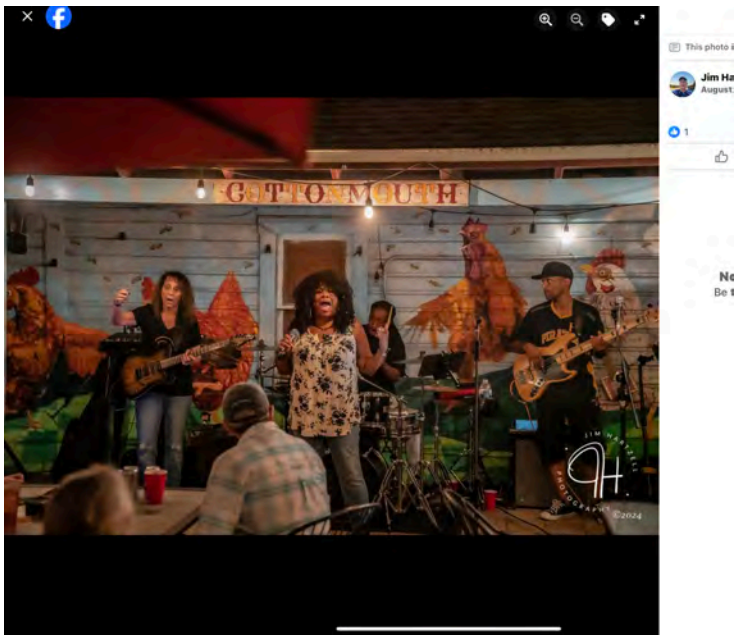

COTTONMOUTH
Jim Hartze
March 28
No cc

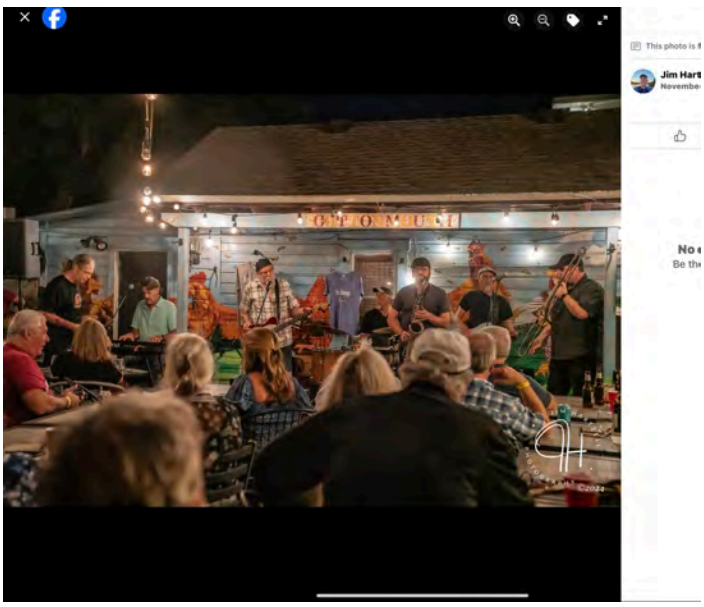

COTTONMOUTH

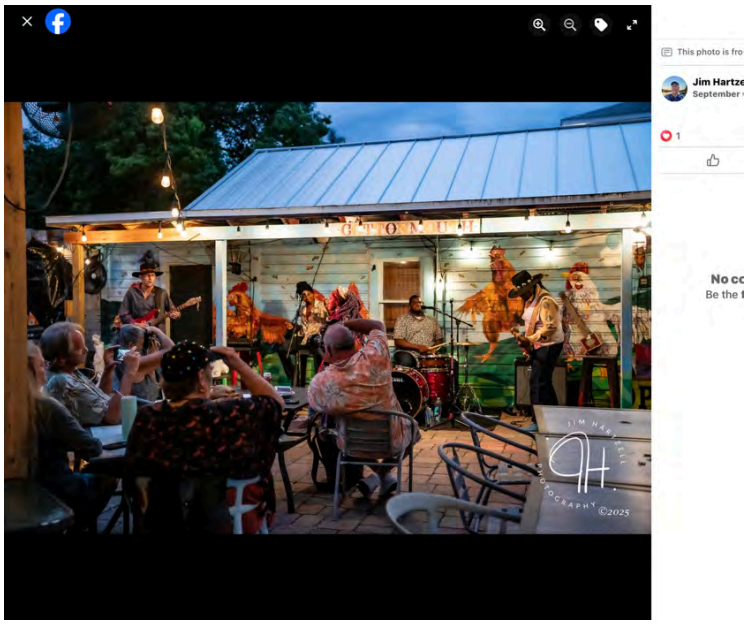














Sun, Jan 26
John Ford Blues Brunch
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Jan 24
Big Al & the Heavyweights
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Jan 18
Ain't Superstitious/kid red
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Jan 16
Eric Demmer
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Jan 10
Sandy and The Stone
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Jan 4
Dark Side of the Sol Pink Floyd Tribute
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Jan 3
The Joint Chiefs
1114 12th St W, Bradenton, FL, United States, Florida



Sat, Jan 25
Erin Harpe Duo
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Jan 23
Matt Woods
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Jan 17
Reggie King Sears
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Wed, Jan 15
James Kolman●OPEN MIC ✓ free for all
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sun, Jan 5
Sunday Jazz-blues JAM
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sat, Jan 4
David Fowler "St David"
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Mon, Dec 30, 2024
Skyler Saufley New Year's Eve EVE Party
1114 12th St W, Bradenton, FL, United States, Florida



David Fowler front porch show

1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Kat Riggins and Torenzo Cannon

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Feb 13

Pete Carney Jazz Experience

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Wed, Feb 12

Luke Andrews|OPEN MIC ✓ free for all

1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sun, Feb 9

Thornetta Davis Blues Brunch

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Feb 8

5th Annual Cigar Box Guitar Festival

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Feb 7

Ben Prestage Cigar Box Guitar Festival Kick-Off

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Feb 6

Rebekah Pulley

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Wed, Feb 5

Luke Andrews|OPEN MIC ✓ free for all

1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sun, Feb 2

Jazz & Blues Jam with James Varnado

1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sun, Feb 2

Johnny Rawls Blues time

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Feb 1

SIRSY

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Jan 31

Applebutter Express "duo"

1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Thu, Jan 30

Nick Dittmeier & the Sawdusters

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...

Cottonmouth southern soul kitchen



Sat, Mar 8
Sandor y su Mecanica
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Mar 7
Wayne Baker Brooks
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Mar 6
Matthew Curry
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Wed, Mar 5
Open Mic/ hosted by Jason Haram
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sat, Mar 1
Trevor Bystrom Trio returns to the Village of the Arts
Cottonmouth southern soul kitchen · Bradenton
Event by **Trevor Bystrom**



Fri, Feb 28
Joyann Parker
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Feb 27
Dave and the Jambusters
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Feb 23
blues brunch with Jason Haram cortez bluesman
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sat, Feb 22
Jimmy Adler
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Feb 21
Reverend Billy C. Wirtz & The Nighthawks
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Wed, Feb 19
OPEN MIC [James Kolman] ✓ hosted free for all
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sat, Feb 15
Kevin Burt
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Feb 15
David Fowler front porch show
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Fri, Feb 14
Kat Riggins and Toronzo Cannon
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...

Cottonmouth southern soul kitchen



Sun, Mar 23
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Mar 22
SCF (State College of Florida) Jazz Orchestra
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Mar 20
Lauren Mitchell
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Tue, Mar 18
Billy Price
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Mar 16
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Mar 14
Bywater Call
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Wed, Mar 12
Open Mic/ hosted by Jason Haram
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sun, Mar 23
Laurie & Rusty Wright Blues Brunch
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Mar 21
Lauren Mitchell
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Wed, Mar 19
James Kolman●OPEN MIC ✓ free for all
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Mon, Mar 17
Billy Price w/ guest guitar Doug Deming
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Mar 15
Crystal Shawanda
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Mar 13
Jonathan Ellison
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Mar 9
Ash Devine & Paula Bradly Americana garden party
1114 12th St W, Bradenton, FL, United States, Florida

Cottonmouth southern soul kitchen



Sam Williams "live"
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Fri, Apr 4
The Cold Stares
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Apr 3
JP Soars & Gypsy Blue Revue ft. Anne Harris
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Mar 30
The Shaelyn Band
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Mar 29
Reverend Billy C. Wirtz
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Mar 27
Billy the Kid & the Regulators
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Wed, Mar 26
James Kolman●OPEN MIC ✓ free for all
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Jason Haram band [cortez bluesman]
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Thu, Apr 3
Gypsy Blue Revue Live at Cottonmouth Southern Soul Kitchen
Cottonmouth southern soul kitchen · Bradenton
Event by **Peach Music Group**



Wed, Apr 2
Luke Andrews|OPEN MIC ✓ free for all
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sun, Mar 30
Circus Mutt in Bradenton!
Cottonmouth southern soul kitchen · Bradenton
Event by **Circus Mutt**



Fri, Mar 28
Frank Bang
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Mar 27
Billy The Kid & The Regulators at Cottonmouth Southern Soul Kitchen
Cottonmouth southern soul kitchen · Bradenton
Event by **Billy The Kid & The Regulators**



Tue, Mar 26
Kelli Baker Band
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...

Cottonmouth southern soul kitchen



Wed, Apr 23
Luke Andrews|OPEN MIC ✓ free for all
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sat, Apr 19
Hymn for Her
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Apr 17
Memphis Lightning
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Apr 13
Laurie & Rusty Wright Blues Brunch
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Apr 11
Kid Royal Band
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Wed, Apr 9
8 Ball Aitken
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Apr 6
Sam Williams "live"
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sun, Apr 20
Hot Club SRQ Brunch
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Apr 18
Memphis Rub Band
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Apr 13
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Apr 12
Brandon Santini
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Apr 10
Josh Garrett
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Apr 6
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Apr 5
Jason Haram band [cortez bluesman]
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**

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Cottonmouth southern soul kitchen



Sat, May 10
Dub-321 & Soul Purpose [Raggae bash]
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, May 9
Jason Haram band TGIF live
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Thu, May 8
Memphis Lightning
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Tue, May 6
Davy Knowles
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, May 4
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Jun 8
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, May 3
John Németh
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, May 2
Sandy Vogel & the Stone
Cottonmouth southern soul kitchen · Bradenton
Event by **Cottonmouth southern soul kitchen**



Thu, May 1
Pete Carney Jazz Experience
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Wed, Apr 30
Jason Haram=|OPEN MIC ✓ free for all
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sun, Apr 27
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Apr 26
Betty Fox
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Apr 25
Piper & the Hard Times
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Apr 24
Biscuit Miller
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...

Cottonmouth southern soul kitchen



Sun, Jun 8

James Varnado Jazz & Blues Jam

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Jun 6

Vinyl Lovers trio + Artwalk

1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Fri, May 30

Luke Andrews & Forrest Shafer

1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Fri, May 23

Damon Fowler - Cottonmouth Southern Soul Kitchen, Bradenton, FL

Cottonmouth southern soul kitchen · Bradenton
Event by **Damon Fowler**



Sun, May 18

James Varnado Jazz & Blues Jam

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, May 17

Eden Brent

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Wed, May 14

OPEN MIC ✓ free for all

1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sat, Jun 7

Black Valley Moon at Cottonmouth Southern Soul Kithcen

Cottonmouth southern soul kitchen · Bradenton
Event by **Black Valley Moon**



Sat, May 31

Cj Sterlace Band

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, May 24

Pete Carney Jazz Experience

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, May 22

Skylar Saufley band [live]

1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sun, May 18

James Varnado Jazz & Blues Jam

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, May 16

JP Soars & the Red Hots

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, May 11

Hot Club SRQ Brunch

1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...

Cottonmouth southern soul kitchen

Sun, Jul 6
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Jul 5
Paisley Craze
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Jul 4
Kid Royal Band
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Jun 29
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Jun 28
EG Kight Trio - Cottonmouth Southern Soul Kitchen
1114 12th St W, Bradenton, FL 34205-7321, United States · Bradenton...



Fri, Jun 27
Vinyl Lovers
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Jun 26
Jason Ricci & the Bad Kind
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Jun 21
Joey Tenuto band
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Fri, Jun 20
Sandor Moss trio/ jazz be bop blues
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Thu, Jun 19
Memphis Lightning
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Jun 15
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Jun 29
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Jun 14
Betty Fox
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Jun 13
Doug Deming & The Jeweltones
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...

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Cottonmouth southern soul kitchen

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Events

Upcoming Past



Sat, Jul 26
Reverend Billy C. Wirtz
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Jul 25
The Wandering Hours at Cottonmouth Southern Soul Kitchen
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Jul 20
The Shaelyn Band
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Jul 19
Kid Red & Ain't Superstitious
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Jul 18
JP Soars & the Red Hots
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Jul 13
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Jul 12
Dave & the Jam Busters
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Jul 11
LC Williams & the Driver
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...

Cottonmouth southern soul kitchen



Sun, Aug 24
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Aug 22
Naima (formerly Vinyl Lovers)
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Aug 16
DEAD ALL OVER BRADENTON AT COTTONMOUTH SOUTHERN SOUL KITCHEN
Cottonmouth southern soul kitchen · Bradenton
Event by **Dead All Over**



Fri, Aug 15
Sandor y Su Mecanica
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Aug 10
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Aug 3
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Aug 2
The Garbage-Men
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Aug 23
Trevor Bystrom
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Aug 17
jasom haram ● blues open jam
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sat, Aug 16
Dead All Over
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Aug 10
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Fri, Aug 8
Swamp Blues Band
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Aug 3
jasom haram ● blues open jam
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sun, Jul 27
James Varnado Jazz & Blues Jam
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...

Cottonmouth southern soul kitchen

Events

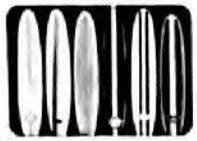
Upcoming Past



Sun, Sep 21
jasom haram ● blues open jam
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Fri, Sep 19
CJ Sterlace
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Sep 14
jasom haram ● blues open jam
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Fri, Sep 12
Zion and Bystrom Live @ Cottonmouth
Cottonmouth southern soul kitchen · Bradenton
Event by **Trevor Bystrom**



Sat, Sep 6
Paisley Craze
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Aug 30
Kettle of Fish
1114 12th St W, Bradenton, FL, United States, Florida



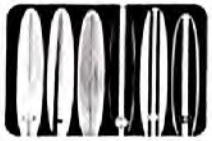
Sat, Sep 20
Big Al & the Heavyweights
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Thu, Sep 18
Zack Pomerleau
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sat, Sep 13
Albert Castiglia
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...



Sun, Sep 7
jasom haram ● blues open jam
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Fri, Sep 5
Kat Riggins & her Blues Revival
Cottonmouth Southern Soul Kitchen 1114 12th St W, Bradenton, FL, United States, Florida · Bradenton...



Fri, Aug 29
Burke Brothers Trio
1114 12th St W, Bradenton, FL, United States, Florida



Events

Upcoming Past



This Friday at 7 PM
Jason Ricci/ JJ Appleton
1114 12th St W, Bradenton, FL, United States, Florida...
☆ Interested



This Friday at 7 PM
Jason Ricci & JJ Appleton - Cottonmout...
Cottonmouth southern soul kitchen · Bradenton...
☆ Interested



This Saturday at 7 PM
Dottie Kelly & Rock the House
1114 12th St W, Bradenton, FL, United States, Florida...
☆ Interested



This Sunday at 3 PM
Thornetta Davis @ Flamingo Bay Brewing...
Flamingo Bay Brewing Co · Bradenton...
☆ Interested



Sat, Oct 11 at 7 PM
Sam Morrow Band
1114 12th St W, Bradenton, FL, United States, Florida...
☆ Interested

Upcoming Past



Sun, Sep 28
jasom haram ● blues open jam
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Sat, Sep 27
Ben Prestage
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...

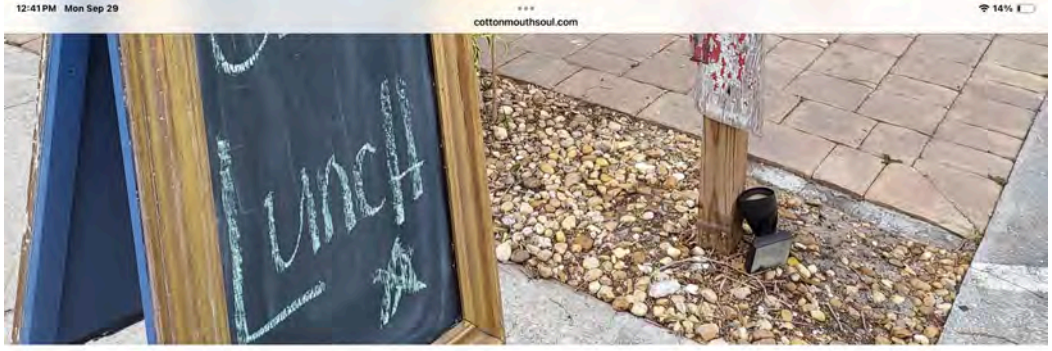


Fri, Sep 26
everyone rocks/supportlocalmusic
1114 12th St W, Bradenton, FL · Bradenton
Event by **Cottonmouth southern soul kitchen**



Wed, Sep 24
Corey Hall
1114 12th St W, Bradenton, FL, United States, Florida 34205 · Bradenton...


12:34PM Thu May 29
87%
cottonmouthsoul.com
COTTONMOUTH
SOUTHERN SOUL KITCHEN
We are located in the Village of the Arts
1114 12th St W.
Bradenton, FL 34205
Click for driving directions
cottonmouth SOUL events
reservations
...what's cookin'
...and we're live!
contact
well, that just happened...
testimonials
reservations
We accept reservations at Cottonmouth Soul. For weekend dates it is highly recommended, as we have live music that draws larger than normal crowds. Our patio is an intimate space with capacity up to 80 attendees for ticketed music performances.
Submitting a reservation request does not mean it is confirmed. We have actual humans who double check all reservations to ensure overbooking never happens. Once we receive your reservation request we will update you once it has been confirmed or rejected. If your plans change please notify us about cancelling your reservation so we can open up that space for a different customer.
Reserve a table
Date



Who We Are

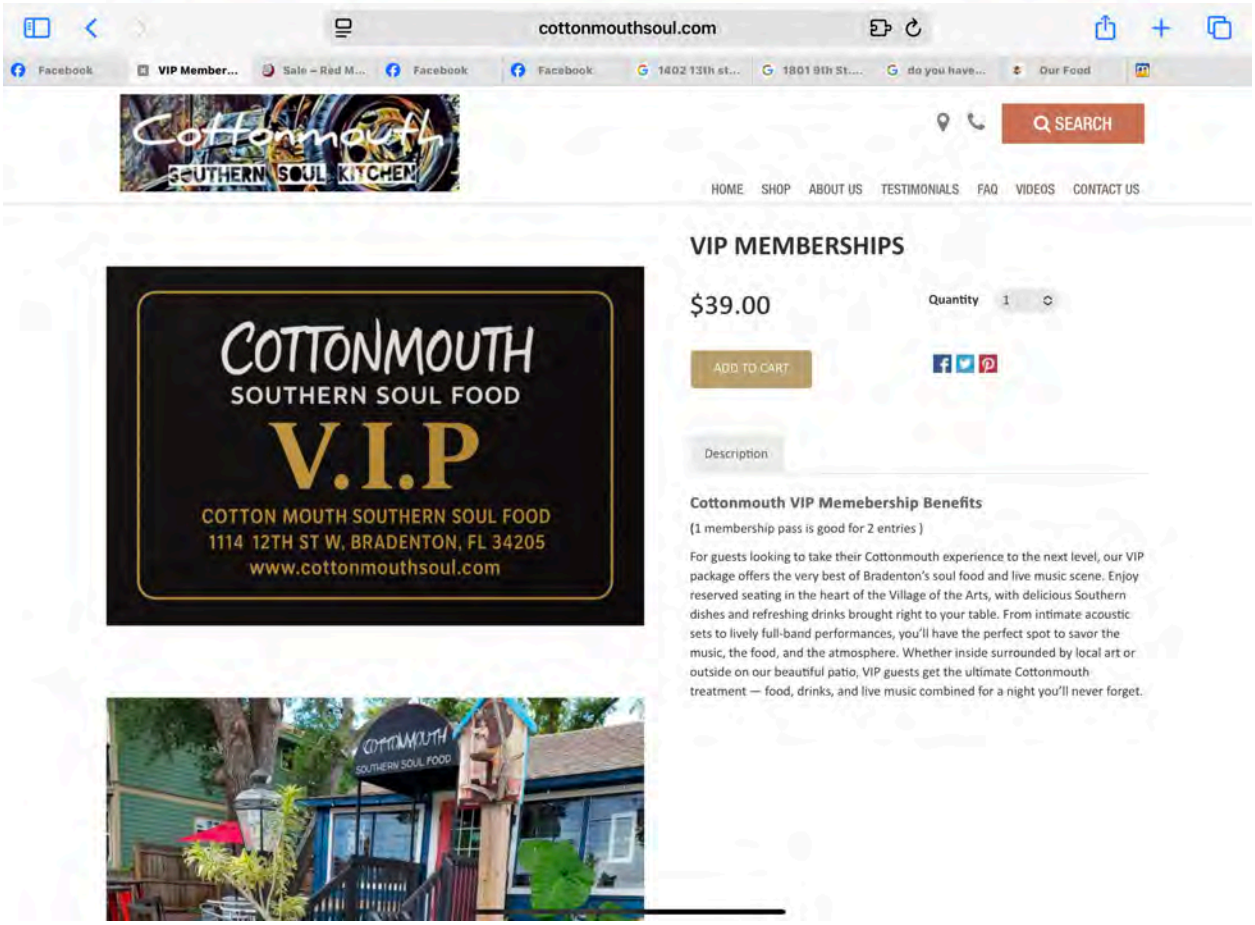
Bradenton Florida's newest venue serving southern soul cuisine and live music on our beautiful patio in the Village of the Arts #VOTA Dave Shiplett and crew are here to serve you and give you an afternoon or evening you will long remember with seating inside and outside and art from local artists on display Cottonmouth is the place to hang and feed your soul.

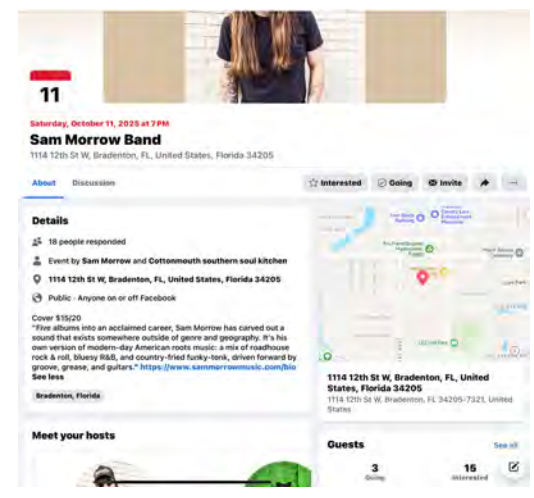
Submitting a reservation request does not mean it is confirmed. We have actual humans who double check all reservations to ensure overbooking never happens. Once we receive your reservation request we will update you once it has been confirmed or rejected. If your plans change please notify us about cancelling your reservation so we can open up that space for a different customer.

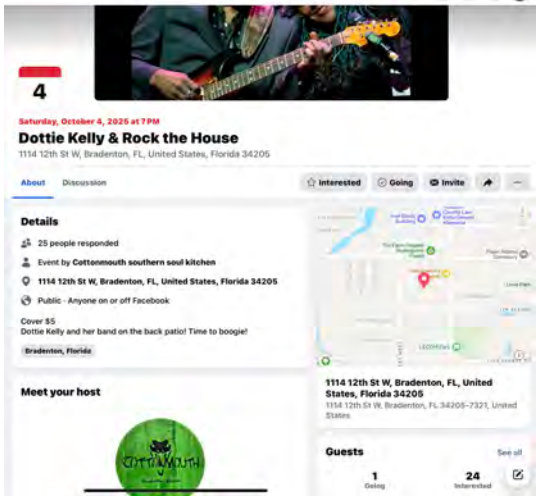
Cottonmouth also has some of the finest art from artists located in the Village of the Arts right here in **Bradenton Florida**. So come down, have some fine southern cooking, listen to some music and check out the incredible art for sale. Cottonmouth Photos on Facebook

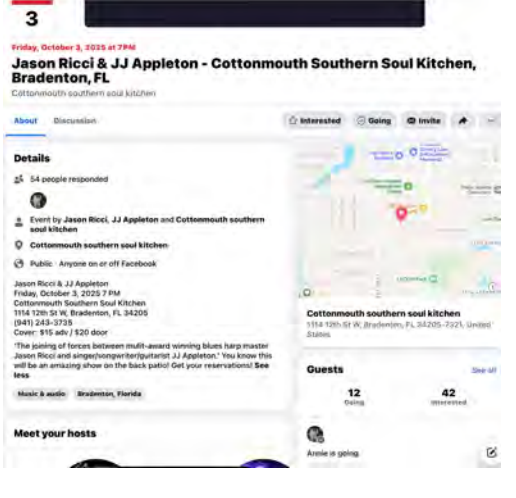
Event Calendar

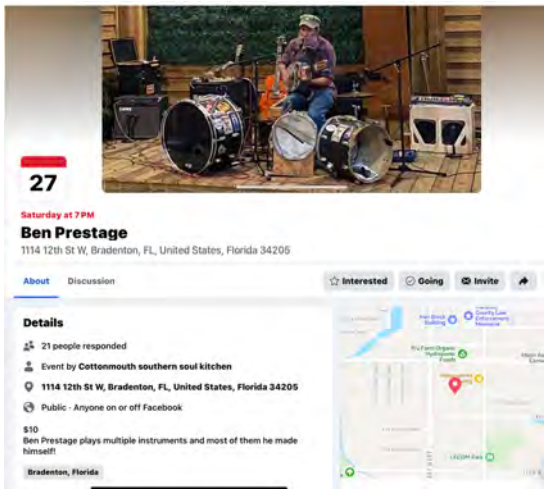
Hours; Thurs-Sat 5pm-9pm Sun 11am-9pm

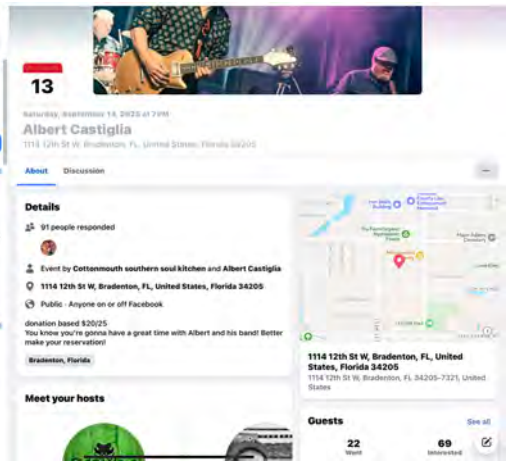


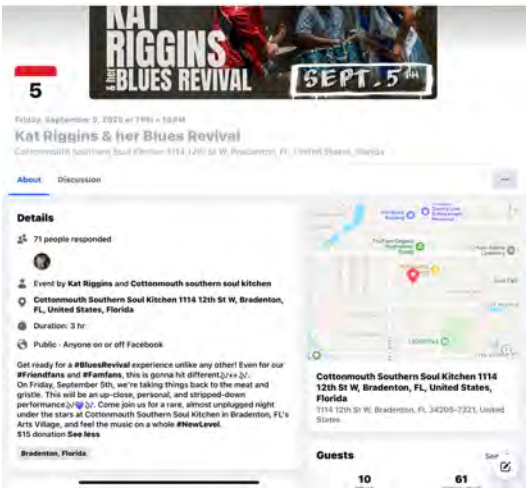

11
Saturday, October 11, 2025 at 7 PM
Sam Morrow Band
1114 12th St W, Bradenton, FL, United States, Florida 34205
About
Discussion
Interested
Going
Invite
Details
18 people responded
Event by Sam Morrow and Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $15/20
"Five albums into an acclaimed career, Sam Morrow has carved out a sound that exists somewhere outside of genre and geography. It's his own version of modern-day American roots music: a mix of roadhouse rock & roll, bluesy R&B, and country-fried funky-tonk, driven forward by groove, grease, and guitars." https://www.sammorrowmusic.com/bio
See less
Bradenton, Florida
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Meet your hosts
Guests
See all
3
Going
15
Interested

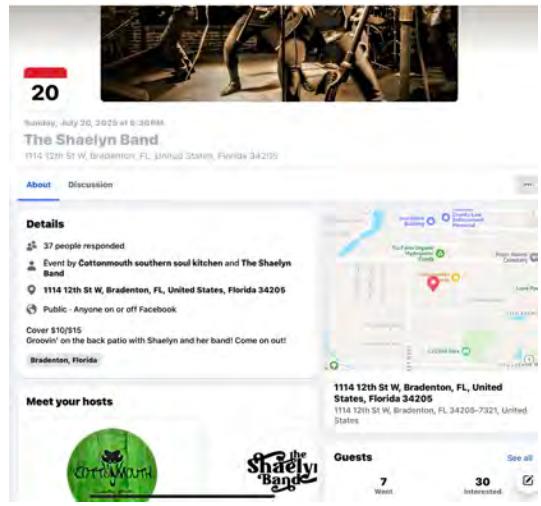

4
Saturday, October 4, 2025 at 7 PM
Dottie Kelly & Rock the House
1114 12th St W, Bradenton, FL, United States, Florida 34205
About
Discussion
Interested
Going
Invite
Details
25 people responded
Event by Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $5
Dottie Kelly and her band on the back patio! Time to boogie!
Bradenton, Florida
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Meet your host
Guests
See all
1
Going
24
Interested

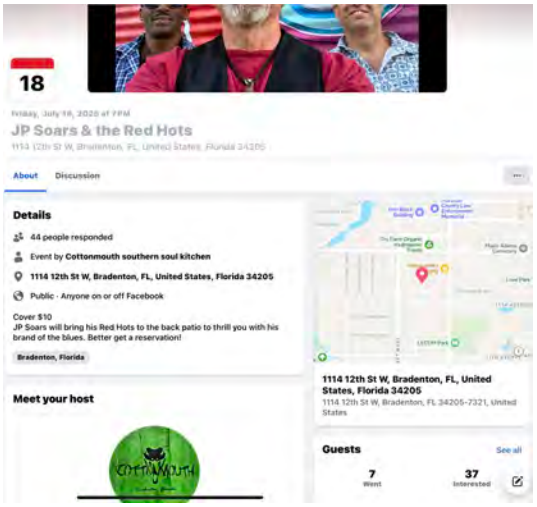

3
Friday, October 3, 2025 at 7 PM
Jason Ricci & JJ Appleton - Cottonmouth Southern Soul Kitchen, Bradenton, FL
Cottonmouth southern soul kitchen
About
Discussion
Interested
Going
Invite
Details
54 people responded
Event by Jason Ricci, JJ Appleton and Cottonmouth southern soul kitchen
Cottonmouth southern soul kitchen
Public · Anyone on or off Facebook
Jason Ricci & JJ Appleton
Friday, October 3, 2025 7 PM
Cottonmouth Southern Soul Kitchen
1114 12th St W, Bradenton, FL 34205
(941) 243-3735
Cover: $15 adv / $20 door
'The joining of forces between multi-award winning blues harp master Jason Ricci and singer/songwriter/guitarist JJ Appleton.' You know this will be an amazing show on the back patio! Get your reservations! See less
Music & audio
Bradenton, Florida
Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL 34205-7321, United States
Meet your hosts
Guests
See all
12
Going
42
Interested
Annie is going

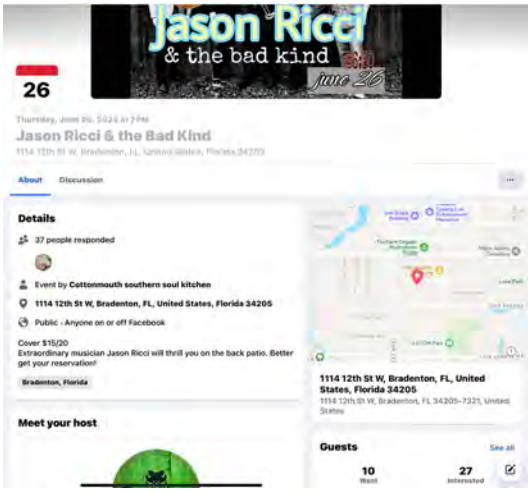

27
Saturday at 7 PM
Ben Prestage
1114 12th St W, Bradenton, FL, United States, Florida 34205
About
Discussion
Interested
Going
Invite
Details
21 people responded
Event by Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
$10
Ben Prestage plays multiple instruments and most of them he made himself!
Bradenton, Florida

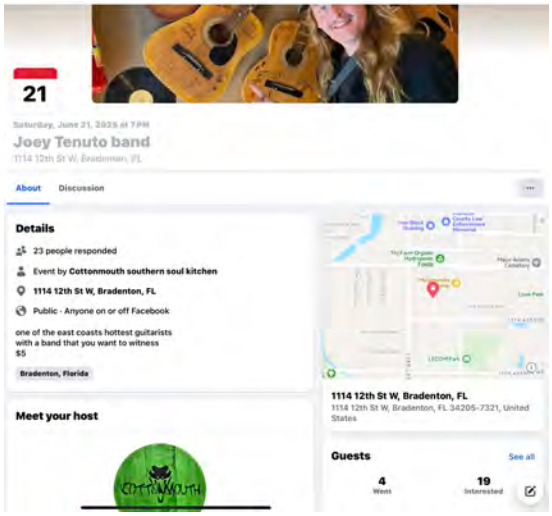

13
Albert Castiglia
About
Discussion
Details
91 people responded
Event by Cottonmouth southern soul kitchen and Albert Castiglia
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
donation based $20/25
You know you're gonna have a great time with Albert and his band! Better make your reservation!
Bradenton, Florida
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Meet your hosts
Guests
See all
22
Went
69
Interested

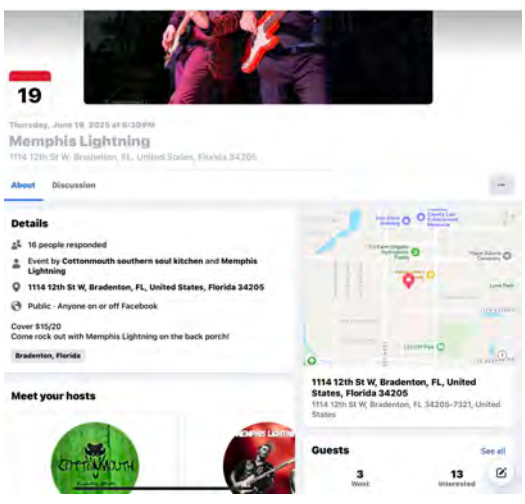

KAT RIGGINS & her BLUES REVIVAL
SEPT. 5TH
5
Kat Riggins & her Blues Revival
About
Discussion
Details
71 people responded
Event by Kat Riggins and Cottonmouth southern soul kitchen
Cottonmouth Southern Soul Kitchen 1114 12th St W, Bradenton, FL, United States, Florida
Duration: 3 hr
Public · Anyone on or off Facebook
Get ready for a #BluesRevival experience unlike any other! Even for our #Friendfans and #Famfans, this is gonna hit different.🎶🎷🎶.
On Friday, September 5th, we're taking things back to the meat and gristle. This will be an up-close, personal, and stripped-down performance.🎶💜🎶. Come join us for a rare, almost unplugged night under the stars at Cottonmouth Southern Soul Kitchen in Bradenton, FL's Arts Village, and feel the music on a whole #NewLevel.
$15 donation See less
Bradenton, Florida
Cottonmouth Southern Soul Kitchen 1114 12th St W, Bradenton, FL, United States, Florida
1114 12th St W, Bradenton, FL 34205-7321, United States
Guests
10
61

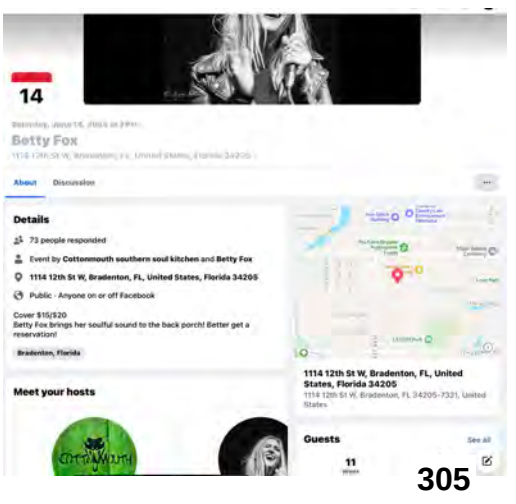

20
The Shaelyn Band
About
Discussion
Details
37 people responded
Event by Cottonmouth southern soul kitchen and The Shaelyn Band
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $10/$15
Groovin' on the back patio with Shaelyn and her band! Come on out!
Bradenton, Florida
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Meet your hosts
The Shaelyn Band
Guests
See all
7
Went
30
Interested

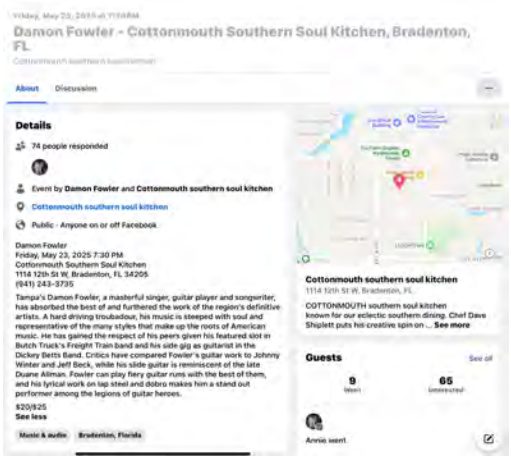

18
JP Soars & the Red Hots
About
Discussion
Details
44 people responded
Event by Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $10
JP Soars will bring his Red Hots to the back patio to thrill you with his brand of the blues. Better get a reservation!
Bradenton, Florida
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Meet your host
Guests
See all
7
Went
37
Interested

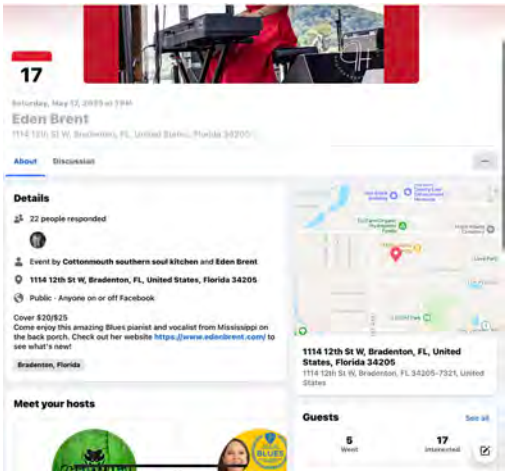

Jason Ricci & the bad kind
June 26
26
Jason Ricci & the Bad Kind
About
Discussion
Details
37 people responded
Event by Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $15/20
Extraordinary musician Jason Ricci will thrill you on the back patio. Better get your reservation!
Bradenton, Florida
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Meet your host
Guests
See all
10
Went
27
Interested

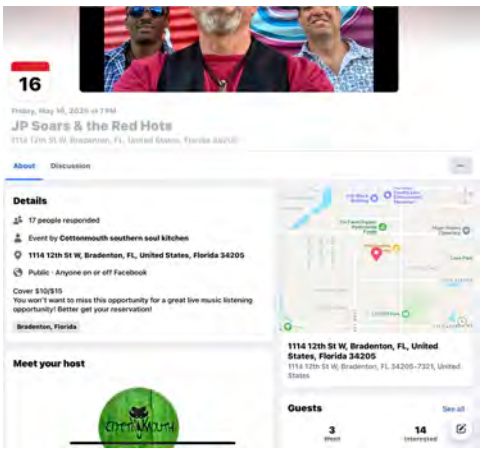

21
Joey Tenuto band
About
Discussion
Details
23 people responded
Event by Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL
Public · Anyone on or off Facebook
one of the east coasts hottest guitarists with a band that you want to witness
$5
Bradenton, Florida
1114 12th St W, Bradenton, FL
1114 12th St W, Bradenton, FL 34205-7321, United States
Meet your host
Guests
See all
4
Went
19
Interested

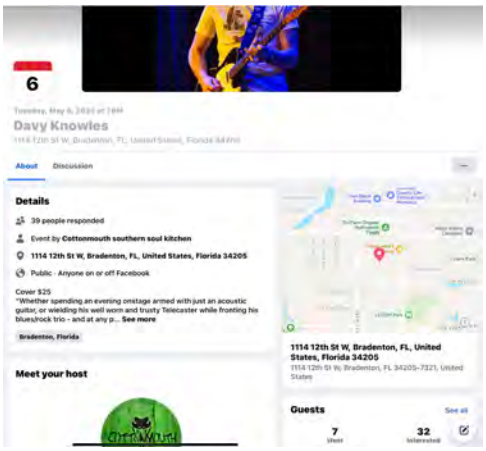

19
Memphis Lightning
About
Discussion
Details
16 people responded
Event by Cottonmouth southern soul kitchen and Memphis Lightning
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $15/20
Come rock out with Memphis Lightning on the back porch!
Bradenton, Florida
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Meet your hosts
Guests
See all
3
Went
13
Interested

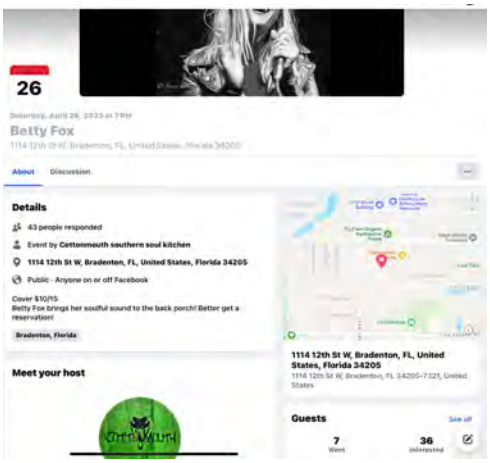

14
Betty Fox
About
Discussion
Details
73 people responded
Event by Cottonmouth southern soul kitchen and Betty Fox
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $15/$20
Betty Fox brings her soulful sound to the back porch! Better get a reservation!
Bradenton, Florida
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Meet your hosts
Guests
See all
11
Went

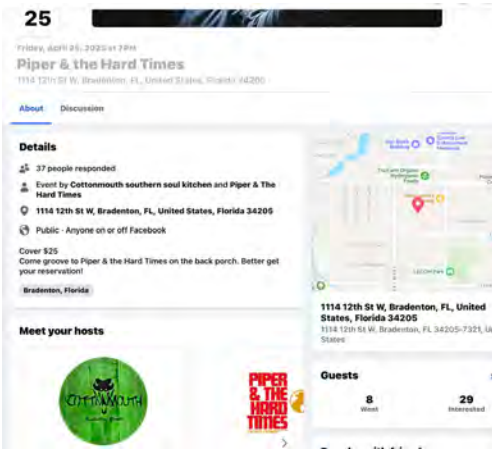

Damon Fowler - Cottonmouth Southern Soul Kitchen, Bradenton, FL
About
Discussion
Details
74 people responded
Event by Damon Fowler and Cottonmouth southern soul kitchen
Cottonmouth southern soul kitchen
Public · Anyone on or off Facebook
Damon Fowler
Friday, May 23, 2025 7:30 PM
Cottonmouth Southern Soul Kitchen
1114 12th St W, Bradenton, FL 34205
(941) 243-3735
Tampa's Damon Fowler, a masterful singer, guitar player and songwriter, has absorbed the best of and furthered the work of the region's definitive artists. A hard driving troubadour, his music is steeped with soul and representative of the many styles that make up the roots of American music. He has gained the respect of his peers given his featured slot in Butch Trucks's Freight Train band and his side gig as guitarist in the Dickey Betts Band. Critics have compared Fowler's guitar work to Johnny Winter and Jeff Beck, while his slide guitar is reminiscent of the late Duane Allman. Fowler can play fiery guitar runs with the best of them, and his lyrical work on lap steel and dobro makes him a stand out performer among the legions of guitar heroes.
$20/$25
See less
Music & audio
Bradenton, Florida
Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL
COTTONMOUTH southern soul kitchen known for our eclectic southern dining. Chef Dave Shiplett puts his creative spin on ... See more
Guests
See all
9
Went
65
Interested
Annie went

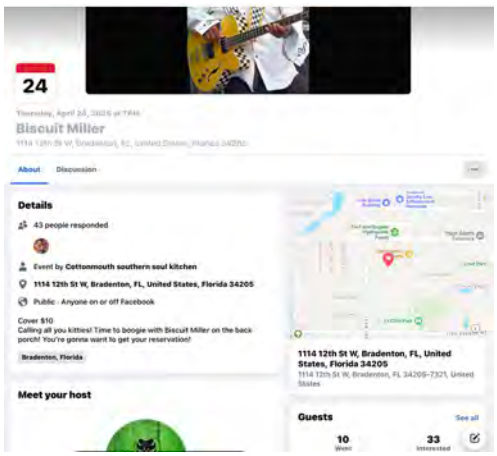

17
Eden Brent
About
Discussion
Details
22 people responded
Event by Cottonmouth southern soul kitchen and Eden Brent
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $20/$25
Come enjoy this amazing Blues pianist and vocalist from Mississippi on the back porch. Check out her website https://www.edenbrent.com/ to see what's new!
Bradenton, Florida
Meet your hosts
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Guests
See all
5
Went
17
Interested

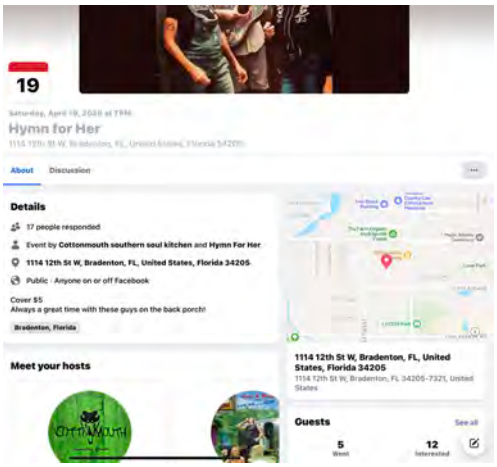

16
JP Soars & the Red Hots
About
Discussion
Details
17 people responded
Event by Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $10/$15
You won't want to miss this opportunity for a great live music listening opportunity! Better get your reservation!
Bradenton, Florida
Meet your host
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Guests
See all
3
Went
14
Interested

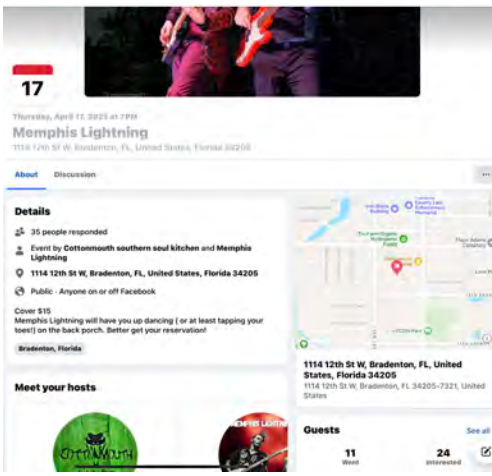

6
Davy Knowles
About
Discussion
Details
39 people responded
Event by Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $25
"Whether spending an evening onstage armed with just an acoustic guitar, or wielding his well worn and trusty Telecaster while fronting his blues/rock trio - and at any p... See more
Bradenton, Florida
Meet your host
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Guests
See all
7
Went
32
Interested

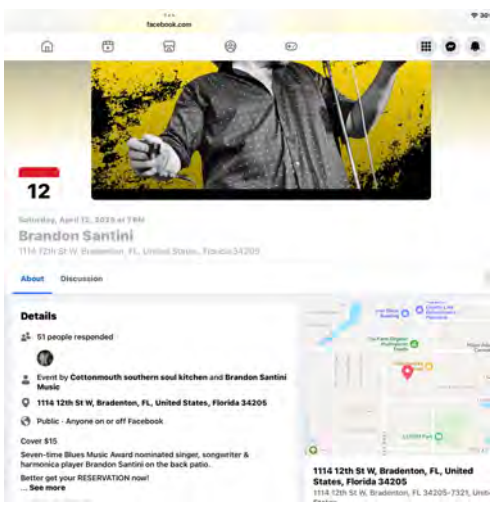

26
Betty Fox
About
Discussion
Details
43 people responded
Event by Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $10/15
Betty Fox brings her soulful sound to the back porch! Better get a reservation!
Bradenton, Florida
Meet your host
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Guests
See all
7
Went
36
Interested

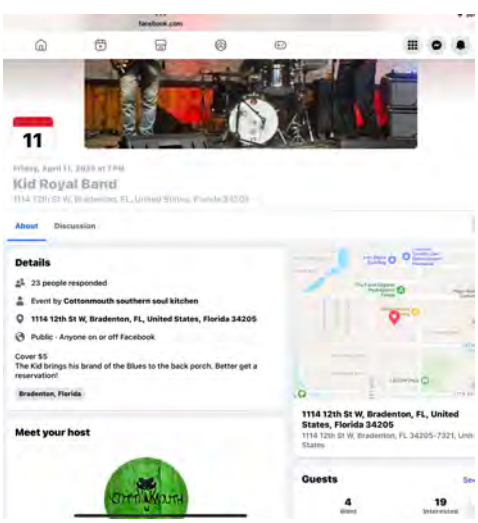

25
Piper & the Hard Times
About
Discussion
Details
37 people responded
Event by Cottonmouth southern soul kitchen and Piper & The Hard Times
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $25
Come groove to Piper & the Hard Times on the back porch. Better get your reservation!
Bradenton, Florida
Meet your hosts
PIPER & THE HARD TIMES
1114 12th St W, Bradenton, FL, United States, Florida 34205
Guests
8
29
Interested

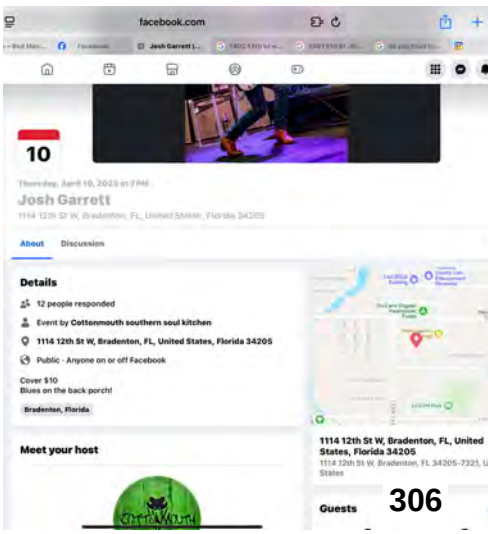

24
Biscuit Miller
About
Discussion
Details
43 people responded
Event by Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $10
Calling all you kitties! Time to boogie with Biscuit Miller on the back porch! You're gonna want to get your reservation!
Bradenton, Florida
Meet your host
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34209-7321, United States
Guests
See all
10
Went
33
Interested


19
Hymn for Her
About
Discussion
Details
17 people responded
Event by Cottonmouth southern soul kitchen and Hymn For Her
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $5
Always a great time with these guys on the back porch!
Bradenton, Florida
Meet your hosts
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Guests
See all
5
Went
12
Interested

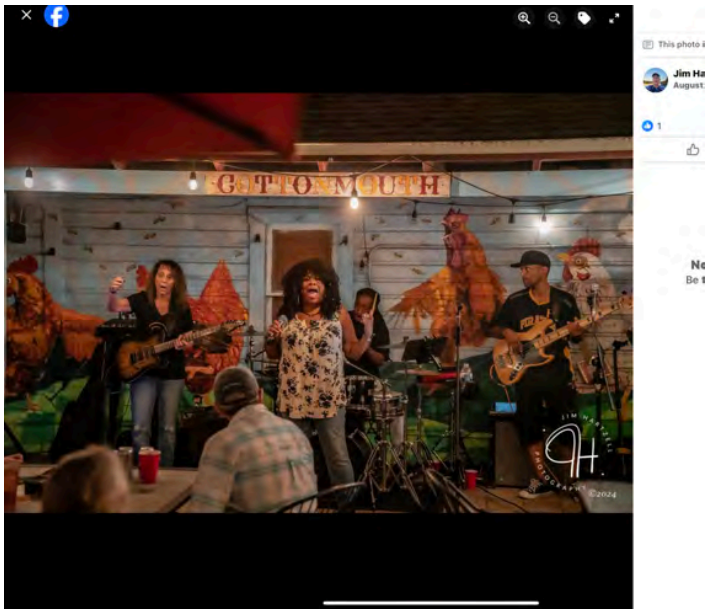

17
Memphis Lightning
About
Discussion
Details
35 people responded
Event by Cottonmouth southern soul kitchen and Memphis Lightning
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $15
Memphis Lightning will have you up dancing (or at least tapping your toes!) on the back porch. Better get your reservation!
Bradenton, Florida
Meet your hosts
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Guests
See all
11
Went
24
Interested

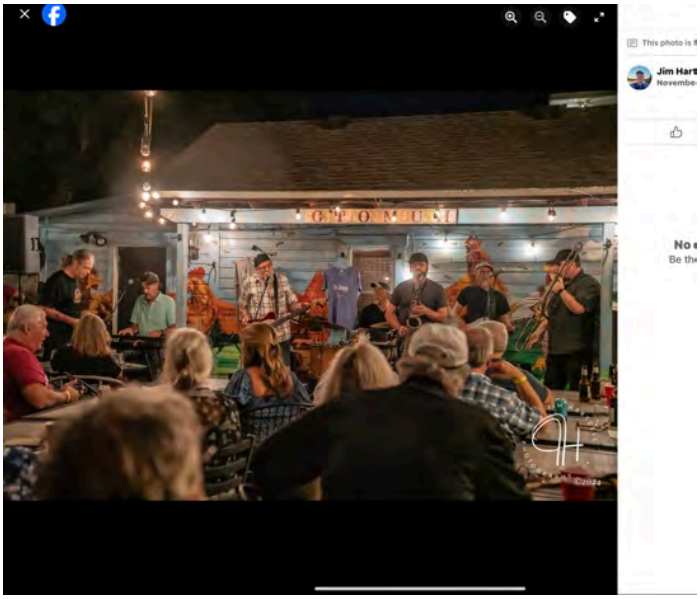

12
Brandon Santini
About
Discussion
Details
51 people responded
Event by Cottonmouth southern soul kitchen and Brandon Santini Music
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $15
Seven-time Blues Music Award nominated singer, songwriter & harmonica player Brandon Santini on the back patio.
Better get your RESERVATION now!
... See more
1114 12th St W, Bradenton, FL, United States, Florida 34205

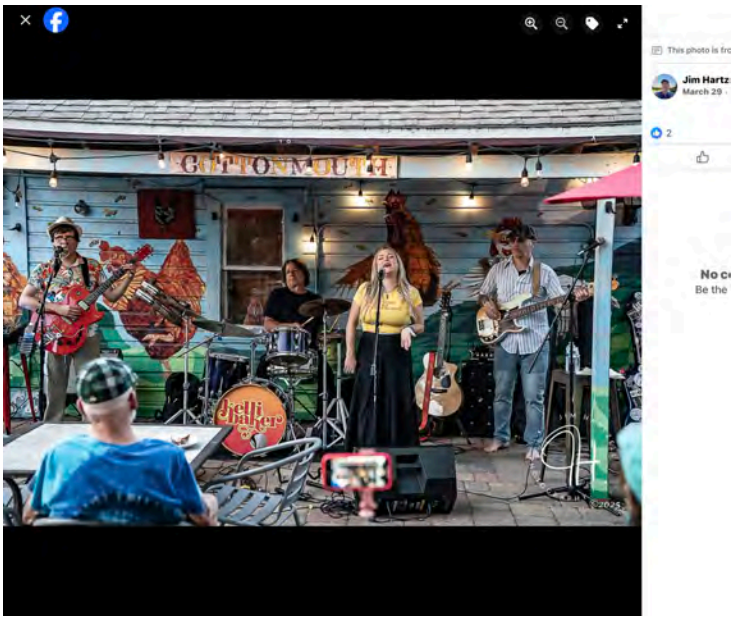

11
Kid Royal Band
About
Discussion
Details
23 people responded
Event by Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $5
The Kid brings his brand of the Blues to the back porch. Better get a reservation!
Bradenton, Florida
Meet your host
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Guests
4
Went
19
Interested

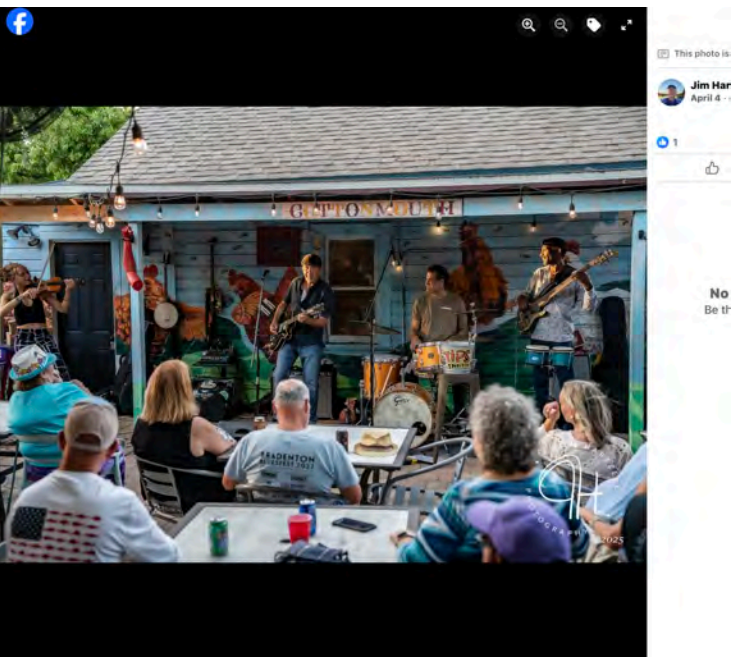

facebook.com
10
Josh Garrett
About
Discussion
Details
12 people responded
Event by Cottonmouth southern soul kitchen
1114 12th St W, Bradenton, FL, United States, Florida 34205
Public · Anyone on or off Facebook
Cover $10
Blues on the back porch!
Bradenton, Florida
Meet your host
1114 12th St W, Bradenton, FL, United States, Florida 34205
1114 12th St W, Bradenton, FL 34205-7321, United States
Guests

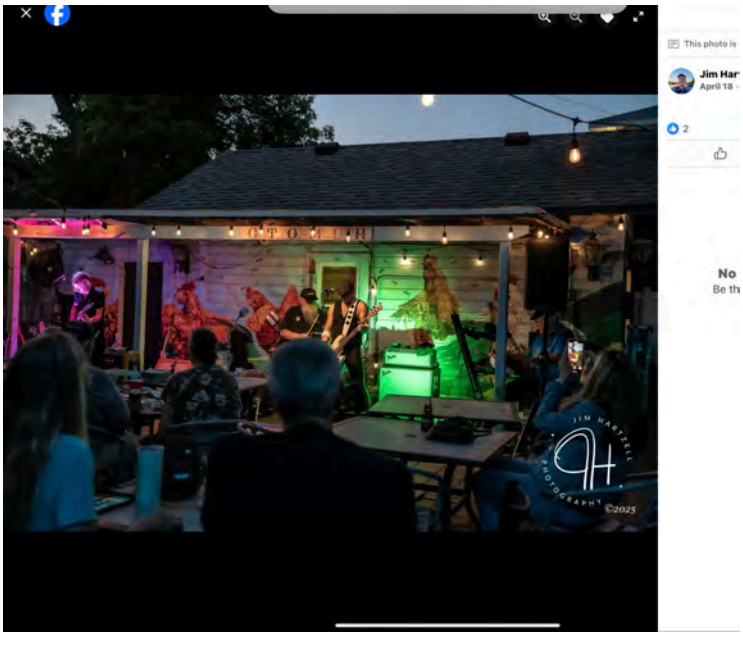

COTTONMOUTH

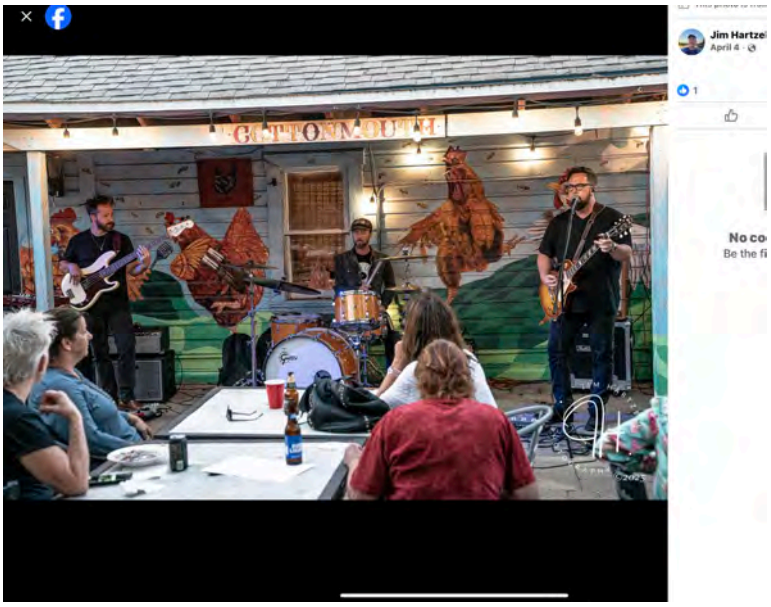

COTTONMOUTH

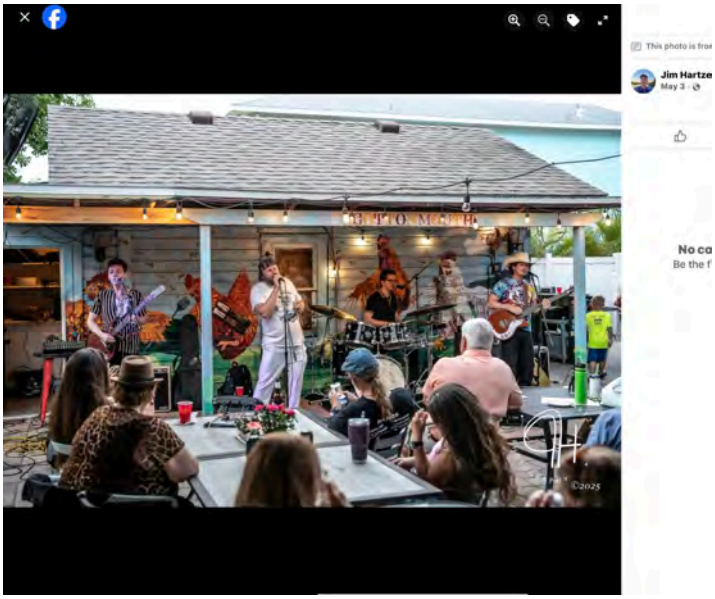


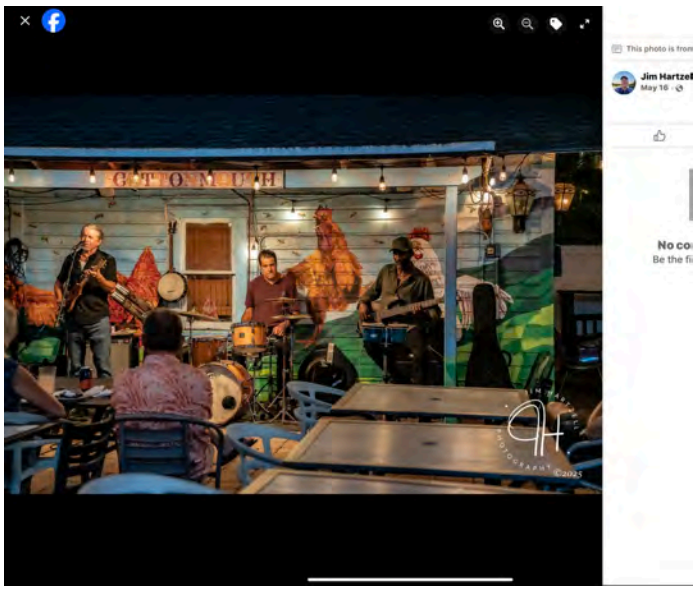

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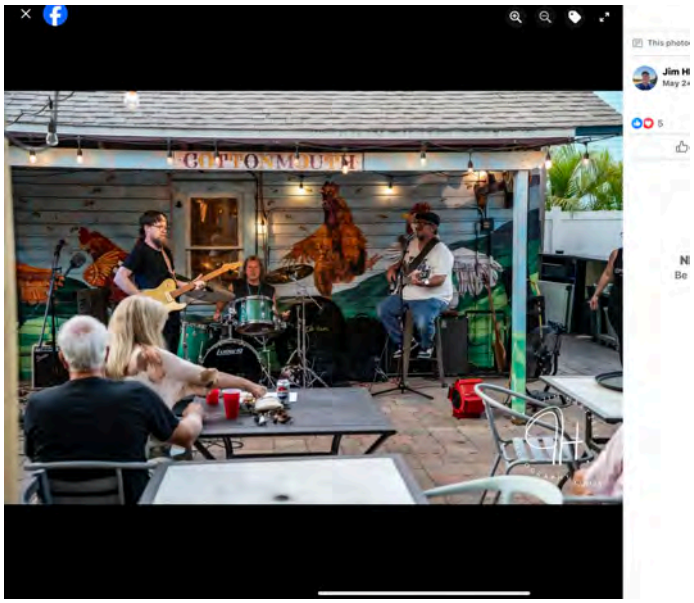

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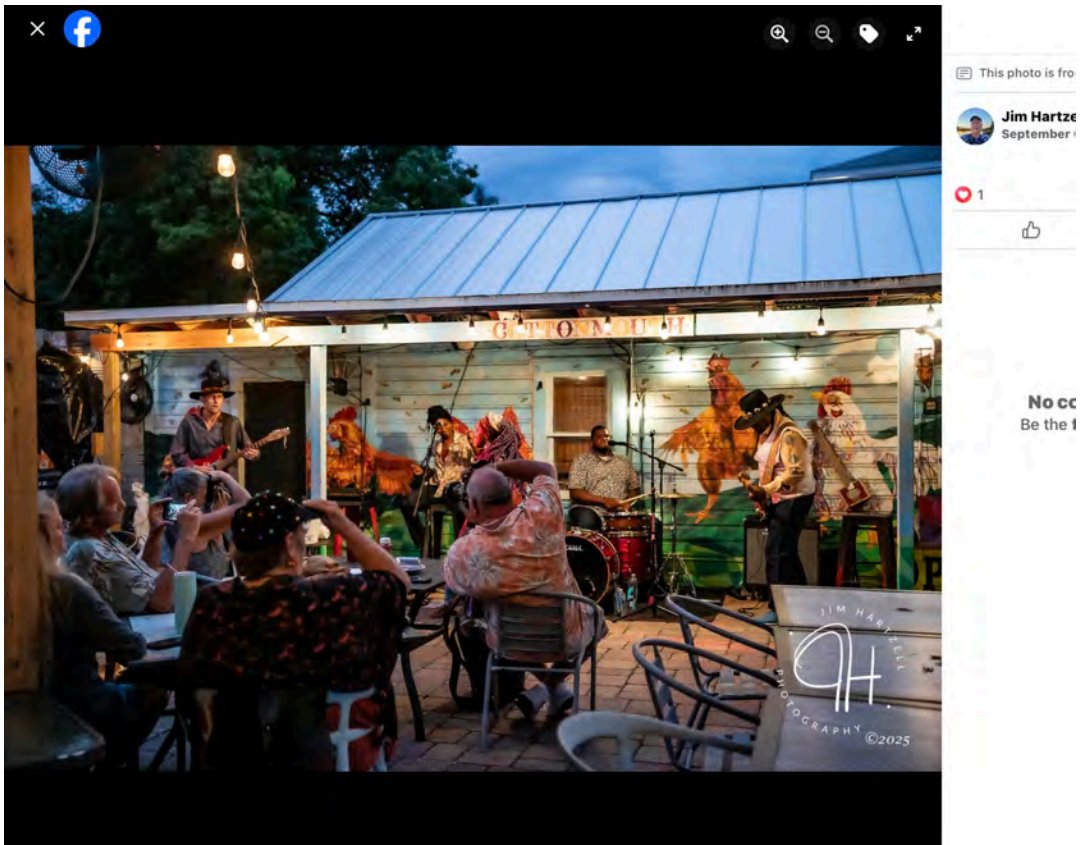

COTTONMOUTH


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facebook.com

Cottonmouth southern soul kitchen

The Advice Sisters - advicesisters.com doesn't recommend **Cottonmouth southern soul kitchen**.
December 31, 2023 ·

We arrived early for a show with the fabulous **Selwyn Birchwood** and were turned away with pre-paid reservations! Dozens of Birchwood's loyal fans were in the same predicament. The staff was hostile and unhelpful. Some of our group came from NYC to see this blues artist. We were not even assured a refund (there wee 8 of us). We will never go back to this outdoor venue

Poor presentation · Noisy

6 comments

Like Comment Share

All comments

Comment as Carrie Price

Selwyn Birchwood · Follow
My sincerest apologies for the issues. This was the 2nd show that we had fans turned away at this venue and will make sure appropriate changes are made to ensure that this DOES NOT HAPPEN if we are to return! Hope to see you again soon (albeit at a different venue!) 🙏😉🎶🙏
1y Like Reply 4

Pat Werner
Selwyn Birchwood very unfortunate for both the folks that were pre paid and for you. I'm glad they realize that it wasn't you but the venue that mishandled the situation.
1y Like Reply 2

Author
The Advice Sisters - advicesisters.com
Selwyn Birchwood we are fans and would love to see you anyplace else near sarasota
1y Like Reply

Terri M Dercole-Dinius
There's another gig tonight (?) posted by Dave himself and someone I know shared it. I gave the people out in Facebook land a heads up and posted our experience and wished them better luck with their reservations.
1y Like Reply

Terri M Dercole-Dinius
Same happened with our party of 8, prepaid, nowhere to sit. They did try and set us up... in the driveway! Really 🤬?!?!? We got our money back that night. We will never go to 'Dave's super establishments' ever again. According to his staff, he does this sort of thing all...the...time. Selwyn, there are sooo many better venues in Bradenton and on the island that would love to see you!
1y Like Reply

Selwyn Birchwood · Follow
Terri M Dercole-Dinius So sorry for this! This was not in our control and was very disheartened with the management of this situation. This will NOT HAPPEN on one of our shows ever again. 🤬
1y Like Reply


COTTONMOUTH
SOUTHERN SOUL FOOD
1114

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
January 28, 2026

Staff Report

Case Number: PLN-APL-25-0003
Applicant: Carrie Price, Appellant

Subject Property

Address:	1114 12th Street West
Parcel ID No:	4367700004
Current Zoning:	T4-R (Urban General - Restricted)
Future Land Use:	UV (Urban Village)
Flood Zone:	X

Surrounding Property Zoning:

Current Zoning: North: T4-R (Urban General - Restricted)
South: T4-R (Urban General - Restricted)
East: T4-R (Urban General - Restricted)
West: T4-R (Urban General - Restricted)

Future Land Use: North: UV (Urban Village)
South: UV (Urban Village)
East: UV (Urban Village)
West: UV (Urban Village)

REQUEST:

An appeal of a Decision of the Planning Commission pursuant to Section 1.8.e.i of the City of Bradenton Form Based Code, to request a reversal of the decision of the Commission to grant the appeal of an administrative decision of the Planning and Community Development Director under Case PLN-APL-25-0001 as follows:

Case PLN-APL-25-0001:
An Appeal of the City of Bradenton's Planning and Community Development Director's determination that live music at 1114 12th Street West, Bradenton, FL 34205, constitutes an Outdoor Amusement Center or Outdoor Auditorium, both of which are prohibited in the T4-R (General Urban Restricted) zoning district per Table 4.7 of the Form Based Code. Application filed by Cecilia Hernandez (property owner).

The issue before City Council is whether to uphold or reverse the Planning Commission's decision in granting the appeal of the Planning and Community Director's decision regarding the use of the subject property. The Planning and Community Development Director determined that the use of the Cottonmouth establishment is most similar to the defined uses of Outdoor Amusement Center or Outdoor Auditorium, which are prohibited uses in the T4-R zoning district. The Planning Commission agreed with the appellants representing Cottonmouth and reversed the PCD Director's decision, subject to stipulations in the findings of fact including:

> *"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 Planning Commission hereby makes the following Findings of Fact:*
>
> *a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.*
>
> *b. The Property Owner has requested an appeal an administrative decision of the Planning and Community Development Director's determination that the live music on the subject property constitutes an Outdoor Auditorium, which is prohibited in the T4-R zoning district in the Form Based Code.*
>
> *c. Pursuant to Section 1.8.c, Appeal of the Decision of the Planning and Community Development Director, the Planning Commission is authorized to hear and decide appeal filed by an aggrieved person in which it is alleged that there is an error in any interpretation of a regulations applicable to properties within the Form Based code Zone Districts made by the PCD Director.*
>
> *d. The applicant testified that meals are served at all times during live music events.*
>
> *e. The applicant testified that patrons are not charged a separate admission, entry fee or ticket for live music events.*
>
> *The applicant has been informed that the use is subject to applicable development and use standards, including noise limitations, building, fire and life safety code requirements and the requirement for a change of use permit."*

Ms. Carrie Price, petitioner for this appeal, is an owner of the property located at 1122 12th Street West, which is immediately to the south of the subject property. She was heard at the Planning Commission hearing and made a timely appeal of the Commission's decision.

FORM BASED CODE REGULATIONS:

The Village of the Arts Overlay District (VAOD) district was created in 2006. The Form Based Code (FBC) was adopted in 2011, and the VAOD was later incorporated into the FBC.

Section 4.15.4 of the FBC provides the following description and supplementary use chart for the VAOD:

> *"The purpose of the VAOD is to encourage a desired mix of appropriate retail, entertainment, eateries, and home occupation/home business uses oriented toward, or supporting an increased presence and integration of the arts and related cultural and arts-related ancillary uses. Subject separately to the requirement of the Florida Building Code and The Florida Fire Prevention Code, any proposed home occupation/home business use or adaptive reuse of older buildings in combination with new buildings related and contributing directly to an arts theme, as determined by the PCD Director; unless indicated otherwise, may be approved administratively by the PCD Director if the proposed use meets and complies with the minimum standards contained in this subsection. The PCD Director may consult with residents and business owners in the VAOD to make such a determination. Review of construction, fire safety, and utilities may be required at permitting."*

USE	APPROVAL PROCEDURE	
	Administrative	Special Use
PROFESSIONAL: Accountant, attorney, consultant, mortgage broker, psychologist, etc.	✓	
ART & CRAFTS: Fine arts and jewelry, crafts creation and sales (i.e. painting, sculpture, stained glass, gallery).	✓	
EATING/DRINKING ESTABLISHMENT: Café, restaurant, coffee shop, bakery.	*	
OTHER USES	Administrative	Special Use
Other similar non-intensive, low traffic-generating non-residential uses	*	*
Day Care		✓
Public Event	*	

*Use permission to be determined by PCD Director. Additional standards and review requirements may apply.

At the time the VAOD was created, the more lenient FBC regulations did not exist, and the overlay was intended to provide greater latitude in the determination of uses to encourage a creative and vibrant area that introduced commercial uses through adaptive reuse of existing residential structures.

The FBC applied a zoning district of T4-R, General Urban Restricted to the interior of the Village of the Arts and T4-O, General Urban Open to the perimeter. The allowable uses in the T4-R are more residential in character and the T4-O district, which is found along busy roads with greater public access, is more intense.

The result of the continued allowances under the VAOD within the T4-R is that, while the T4-R does not allow restaurants and other retail operations, the VAOD does allow them with an administrative approval. The VAOD also allows "*other similar non-intensive, low traffic generating non-residential uses*" by an administrative or special use approval with the use permission determined by the PCD Director.

In making the determination of whether the entertainment provided at Cottonmouth would be a permitted use, the Director considered other uses listed in the FBC and the intensity of the use that has evolved at this establishment. The FBC use chart lists Outdoor Amusement Center as a Special Use in the T4-O, T5 and T6 districts and Outdoor Auditorium as a Special Use in the T4-O and as a permitted use in the T5 and T6 districts. These uses are prohibited in the T4-R district. These uses are defined in the FBC as follows:

"xi. ***Outdoor Amusement Center****: establishments primarily engaged in providing amusement or entertainment for a fee or admission charge. These include sports arenas (but not stadiums), ball fields and courts, swimming pools, fairgrounds, expositions, skateboard parks, golf courses, horse shows, arenas and stables, coin-operated devices and game parlors.*

xii. ***Outdoor Auditorium****: a place of open-air (outdoor) assembly, consisting of a central space or stage for performances, which may be open to the sky or partially covered or enclosed."*

The Form Based Code use table is provided below, showing that these two uses are indicated on the table but not listed as permitted or special use for the T4-R, and are therefore not allowed.

TABLE 4.7 Specific Function & Use. This table delegates specific functions and uses within Transect Zones. See Article 12 for definitions and limitations of uses.

	T3 T4-S	T4-R	T4-O	T5	T6	SD
Multi-Family		P	P	P	P	
Single Family Attached		P	P	P	P	
Single Family Semi-Detached		P	P	P		
Single Family Detached	P	P	P	P		
Accessory Unit	P	P	P	P		
b. LODGING						
Hotel (no room limit)				P	P	SU
Inn (up to 10 rooms)		SU	SU	P	P	
Bed and Breakfast (up to 6 rooms)	SU	P	P	P		
Boarding House		SU	SU	SU	SU	SU
School Dormitory	SU	P	P	P	P	P
c. OFFICE						
Office Building			P	P	P	SU
Live-Work Unit		P	P	P	P	SU
d. RETAIL AND SERVICE						
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
Café/Sidewalk Café<20 seats (1)			P	P	P	P
Push Cart				SU	SU	SU
Lounge			SU	SU	SU	SU
Secondhand Store			P	P	P	SU
Pawnshop						SU
e. CIVIC						
Convention Center				SU	SU	P
Conference Center				SU	P	P
Exhibition Center			SU	SU	SU	P
Fountain or Public Art	P	P	P	P	P	P
Library		P	P	P	P	P
Live Theater			P	P	P	P
Movie Theater			P	P	P	P
Museum			SU	P	P	P
Indoor Amusement Center			SU	SU	SU	SU
Outdoor Amusement Center			SU	SU	SU	SU
Outdoor Auditorium			SU	P	P	P
Passenger Terminal			SU	SU	SU	P
Playground	P	P	P	P	P	P
Sports Stadium			SU	SU	SU	P
Surface Parking Lot		P	P	P	P	P
Club		SU	SU			SU
Religious Assembly (3)	SU	P	P	P	P	P

	T3 T4-S	T4-R	T4-O	T5	T6	SD
f. OTHER: URBAN FARMING						
Grain/Food Storage						P
Greenhouse <200 SF	P	P	P			P
Veterinary Clinic		P	P			P
g. OTHER: AUTOMOTIVE						
Service Station/Repair			SU	SU		SU
Car Wash						P
Auto Sales/Rental				SU		P
Drive-Through Facility			SU	SU	SU	P
Parking Lot/Garage			P	P	P	SU
Automotive Specialty			SU	SU		SU
Shopping Center						SU
Shopping Mall						SU
h. OTHER: CIVIL SUPPORT						
Fire Station	SU	SU	P	P	P	P
Police Station	SU	SU	P	P	P	P
Cemetery	SU	SU	SU	SU	SU	P
Funeral Home			SU	P	P	P
Hospital				SU	SU	P
Medical Clinic		SU	SU	SU	SU	SU
Marina		SU	SU	SU	SU	SU
i. OTHER: EDUCATION						
College			SU	SU	SU	P
Schools, Public & Private (3)	SU	SU	SU	SU	SU	P
Business Training Schools			P	P	P	P
Educational	SU	SU	SU	SU	SU	SU
Cultural			SU	SU	SU	SU
Other – Child Care Center (2)(3)	SU	SU	SU	SU	SU	SU
j. OTHER: INDUSTRIAL						
Heavy Industrial Facility						P
Light Industrial Facility			SU	SU		P
Laboratory Facility			SU	SU		P
Water Supply Facility						P
Sewer Waste Facility						P
Electric Substation	SU	SU	SU	SU	SU	P
Wireless Transmitter			SU	SU	SU	SU
Cremation Facility						P
Warehouse			SU	SU		P
Produce Storage						P
Heating & Fuel Storage						P
Ice Plant				SU		SU
Mini-Storage (4)			SU			P

P = PERMITTED SU = SPECIAL USE BLANK = NOT ALLOWED

According to building permit records, a restaurant use has existed at this location since 2012. While not specifically listed as a permitted accessory use, background music would be considered reasonable for this use. However, the entertainment at the restaurant has evolved to include more than ambient music. This is evidenced by the more extensive venue at the rear of the structure, posted listings of the entertainers on various calendars online, the addition of a fee or donation, limited access to the venue through the structure, and the recent addition of structures providing a roofed seating area and a stage area.

A number of emails were received prior to the Planning Commission hearing from neighboring property owners that registered complaints regarding the entertainment use on the property. The Commission also heard from individuals testifying to the positive benefits the live music brings to the VAOD. Supporting comments point out the unique characteristics of the VAOD and the fact that there are other venues providing entertainment in the area. Some comments supported changing the Code to allow the use.

The Planning Commission, on hearing all evidence and testimony, determined that the musical entertainment was accessory to the permitted restaurant use and could continue provided that meals are served at all times during live music events and patrons are not charged a separate admission, entry fee or ticket for live music events.

Various City departments visited the premises prior to the Planning Commission hearing to determine compliance with City Ordinances. Staff is meeting with the applicants about obtaining building permits for structures in the rear yard and other required site improvements to continue to use this area as part of the restaurant and accessory entertainment area.

Since the Planning Commission hearing, Cottonmouth has relocated the on-site entertainment to the side of the building along the driveway and has moved larger acts to another venue until the renovations can be completed at the rear of the property.

COMPREHENSIVE PLAN:

The property is located in the Urban Village future land use designation. This designation provides use and density limitations for areas outside of the VAOD and FBC.

> *"The Urban Village includes areas near the fringe of the Urban Core and is anticipated to develop with the character, lifestyle, and friendliness of a village based on the concepts of new urbanism.*
>
> *Permitted uses within the Urban Village encourage the development of a district with a distinct sense of place, walkable environment that supports and enhances abutting neighborhood areas. Desired uses in the Urban Village include: small lot single-family dwellings, multiple-family rowhouses and midrise housing types, flex houses, providing live-work opportunities, professional and medical offices, retail stores, artisanal uses, restaurants, personal services and professional services, civic and recreation uses, greenspace. Climate controlled storage facilities that are vertically mixed with other permitted uses can be considered with a special use permit if located on an arterial roadway; they are prohibited as a stand-alone use. Auto-oriented uses such as gas stations, car washes, vehicles sales, auto repair, vehicle storage, outdoor storage, and drive thru's are prohibited. Outdoor storage is prohibited."*

Because the UV designation covers residential, non-residential and mixed use areas of the City, it does not prohibit the entertainment use.

Goal 1 of the Future Land Use Element provides:

> ***Goal 1 Future Land Use: Uses and Intensities***
>
> *A land use pattern which promotes the well being of the community in regard to compatibility of adjacent uses, building types and residential densities, efficiency of utilities and roadways, harmony with the natural environment and protection from natural hazards.*

Policy 1.3.1 of the Future Land Use Element provides:

> ***"Policy 1.3.1 Amending the Land Use Regulations***
>
> *The City shall adopt and maintain Land Development Regulations pursuant to this Comprehensive Plan that include measures to accomplish the following:*

***

- *Ensure compatibility of uses and buffering of uses;"*

The Comprehensive Plan encourages compatibility of uses in order to ensure that redevelopment occurs in a manner that respects the existing residents in their peaceful enjoyment of their neighborhoods while allowing neighborhoods and businesses to thrive. In this instance, the VAOD was designed to allow for an increase in business activity to promote the artistic and creative goals of the community, while still respecting the existing residential uses.

Similar entertainment uses exist on the perimeter of the VAOD. They are also held to the limitations of the noise regulations, but because of distance and buffering they have not created the compatibility issues of a use that is imbedded in the neighborhood.

APPEAL PROCEDURE (FORM BASED CODE):

This appeal went the Planning Commission based on the following Sections of the Form Based Code:

Section 1.8 Administrative Interpretation

> *"a. Authority. Upon written request, the PCD Director is hereby authorized to interpret all regulations in this Code that are applicable to properties within the Form Based Code Zone Districts."*

Section 1.8.c. Appeal of Decision of PCD Director

> *"i. The Architectural Review Board (ARB) or Planning Commission are hereby authorized to hear and decide appeals filed by an aggrieved person in which it is alleged that there is error in any interpretation of a regulation applicable to properties within the Form Based Code Zone Districts made by the PCD Director. The ARB hears appeals regarding architecture, and the Planning Commission hears appeals regarding site plans."*

Section 1.8.e provides for a further appeal City Council:

"e. Appeal of Decision

i. An appeal of a decision of the ARB or Planning Commission may be made to the City Council. In the event an appeal is filed, the City Council shall conduct a de novo public hearing which shall be advertised and conducted in accord with Section 2.3 of the City of Bradenton LURs. The appeal shall not subject the entire application for development approval to a public hearing unless otherwise required by this Code, but only that portion necessary to rule on the issue under consideration."

DETERMINATION:

Based on the evidence provided and all public testimony at the October 15, 2025 meeting, the Planning Commission voted 4-2 to grant the appeal finding that that the musical entertainment was permitted as an accessory to the restaurant and that the musical entertainment could continue provided that meals are served at all times during live music events and patrons are not charged a separate admission, entry fee or ticket for live music events. The Final Order was approved at the November 19, 2025 meeting by a vote of 4-2.

City Council may agree with the Planning Commission's determination and support the Final Order, agree with the determination but amend the Final Order or disagree with the Planning Commission's Determination and reverse the Final Order.

Respectfully submitted,



Robin Singer
Director of Planning & Community Development

EXHIBITS:

EXHIBIT "A": Location Map

EXHIBIT "B": Future Land Use Map

EXHIBIT "C": Zoning Map

EXHIBIT "D": Map of existing business tax receipts

EXHIBIT "E": Photographs of site and surrounding area

EXHIBIT "A"
Location Map

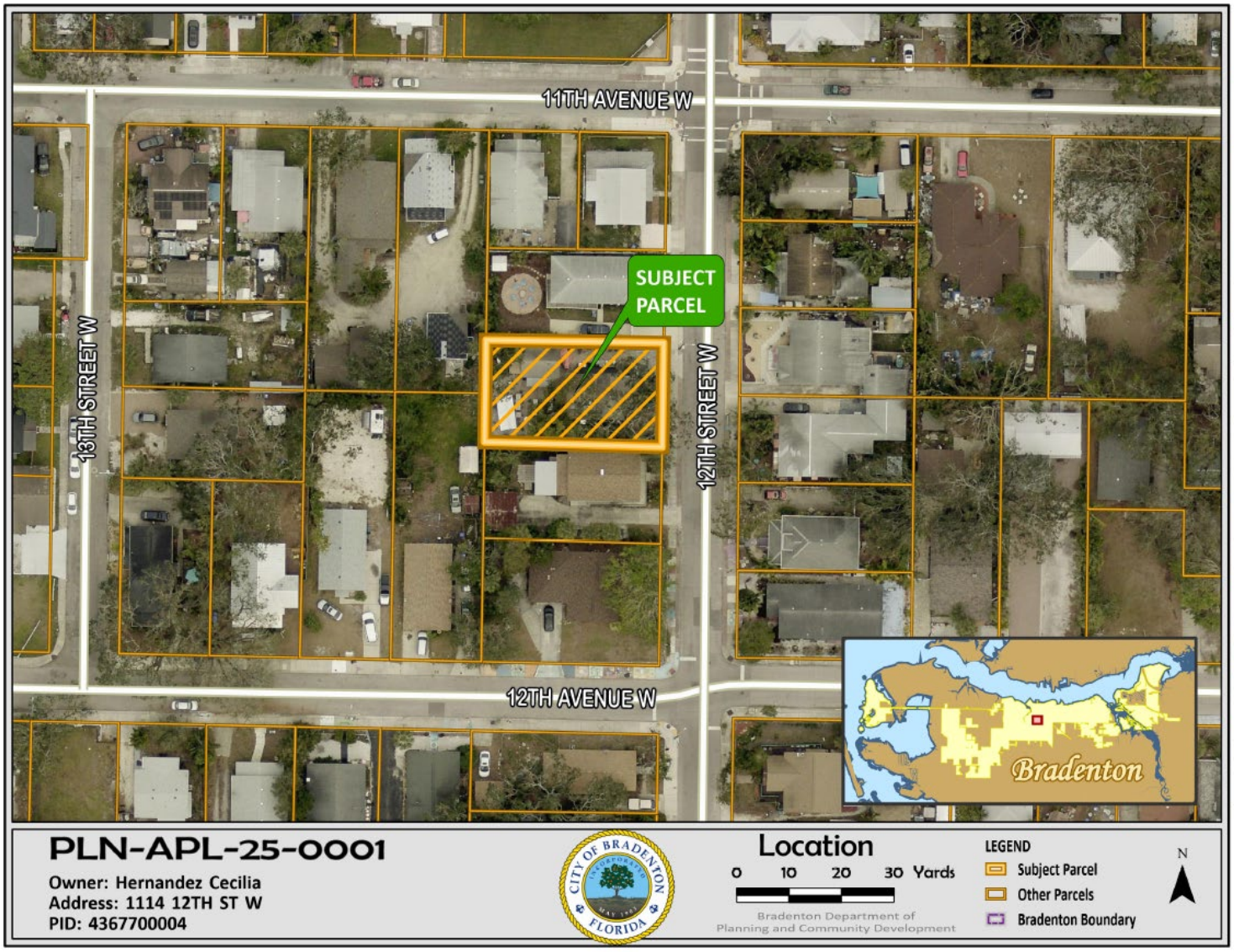


EXHIBIT "B"

Future Land Use Map

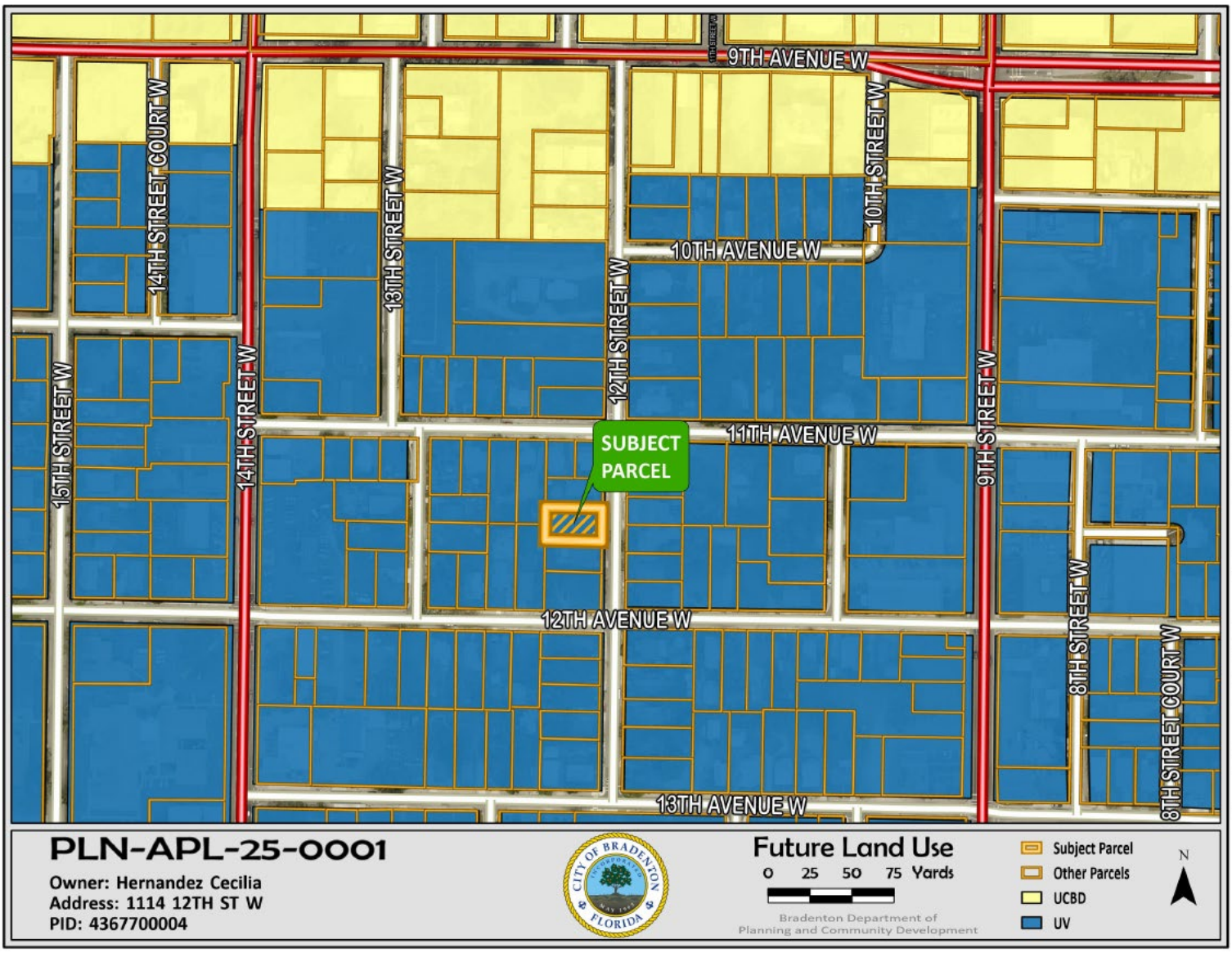
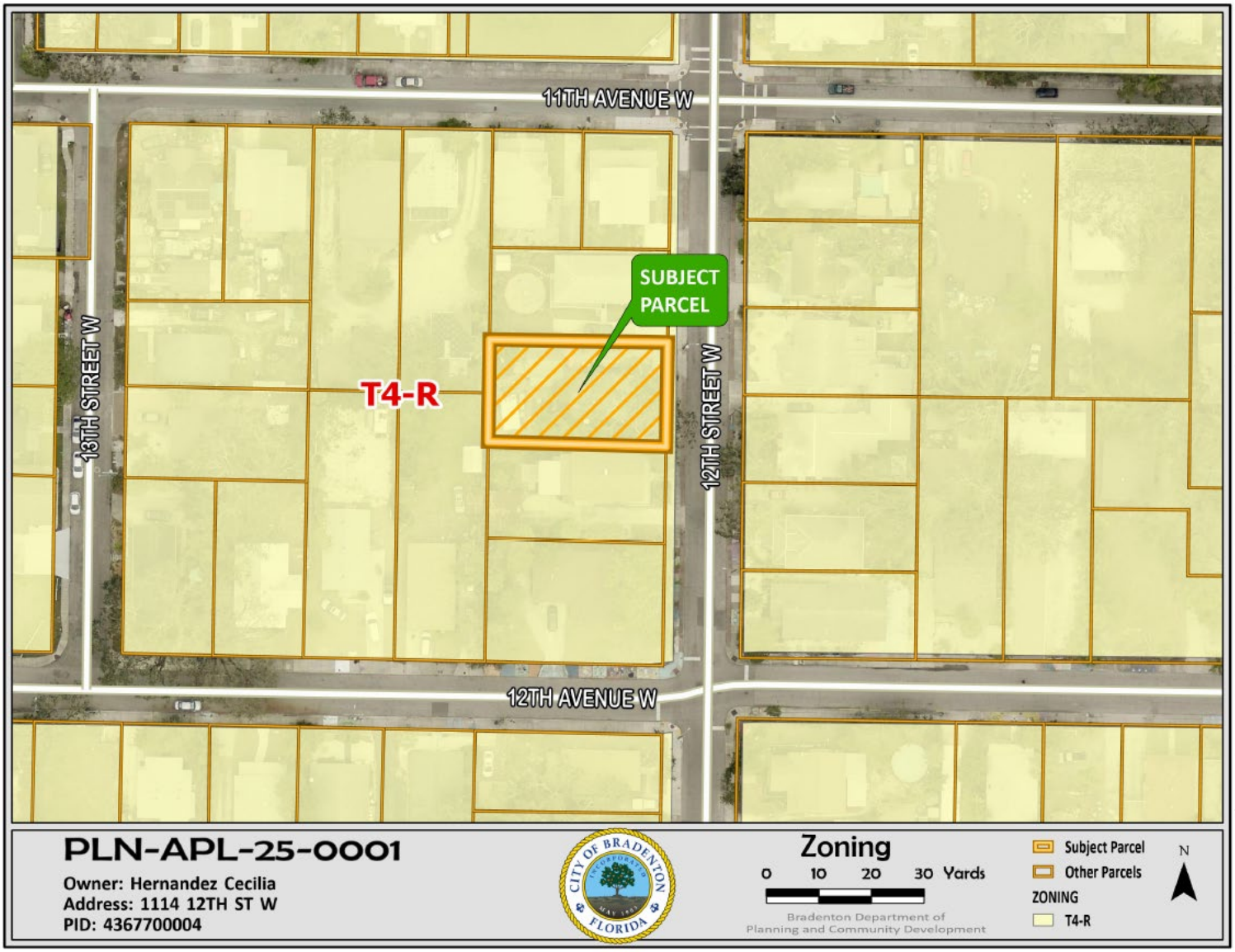


EXHIBIT "C"
Zoning Map



EXIHIBIT "D"

Map of business tax receipts in the Village of the Arts

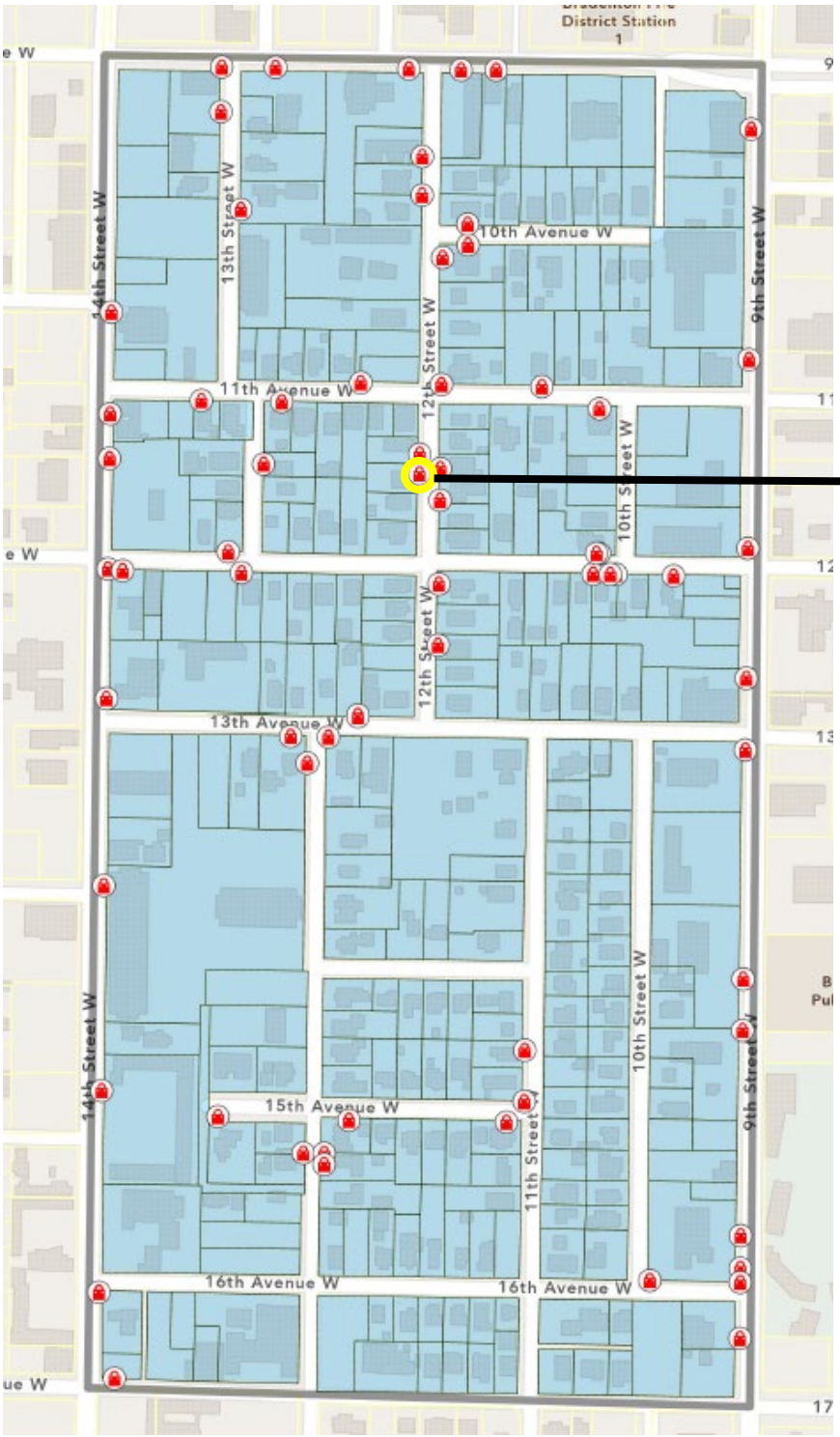
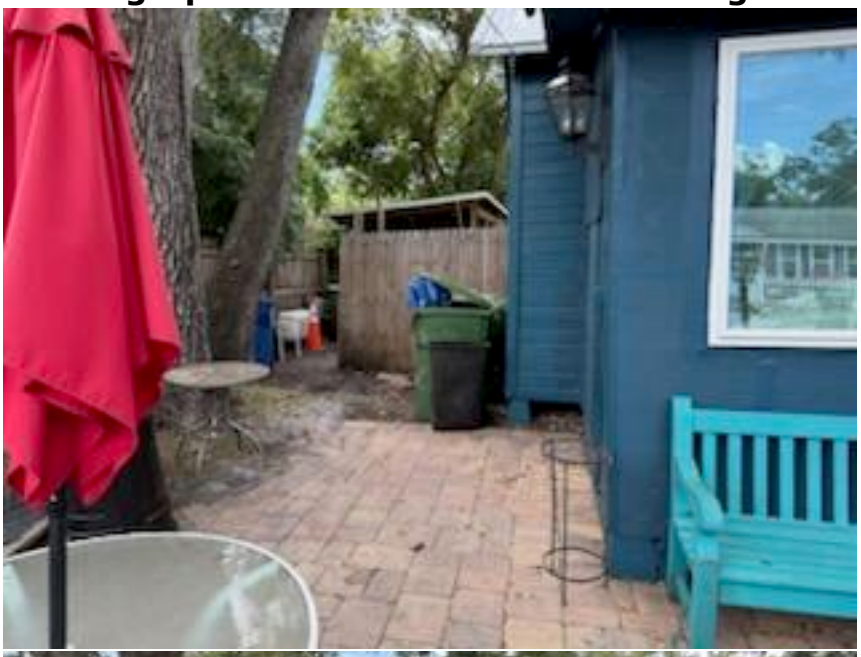


EXHIBIT "E"

Photographs of the site and surrounding area



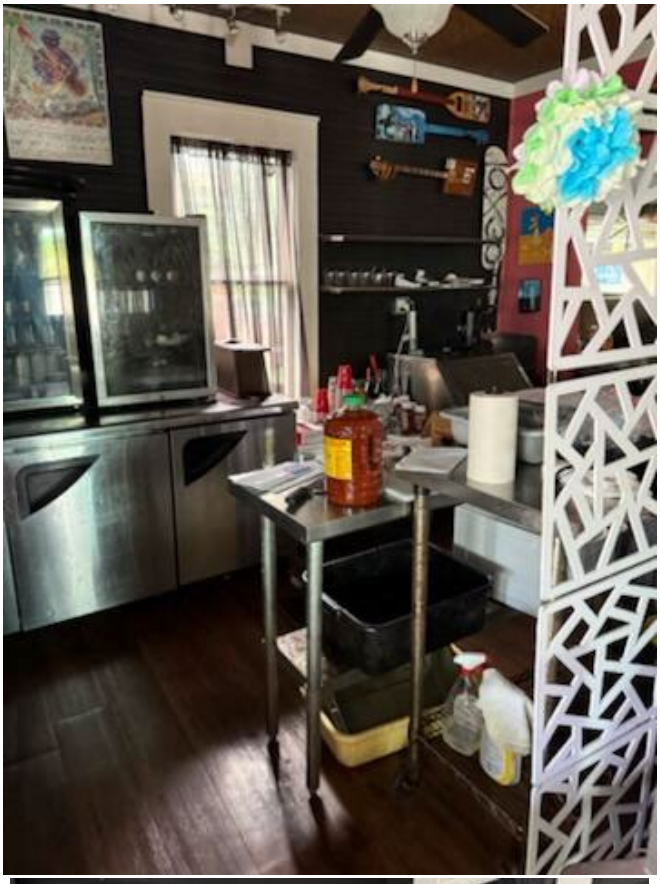


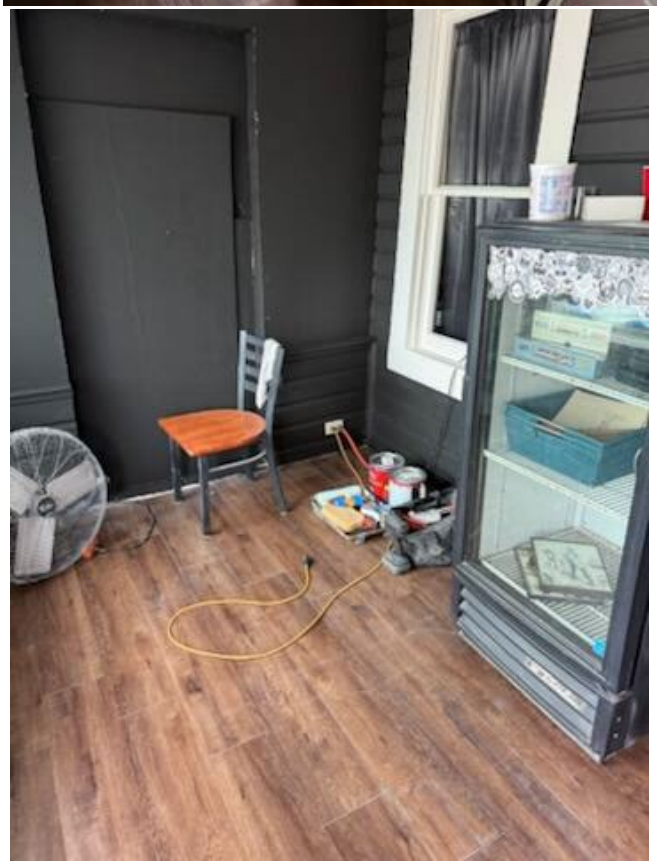












FINAL ORDER
APPEAL PLN-APL-25-0001

FINAL ORDER OF THE PLANNING COMMISSION FOR THE CITY OF BRADENTON, FLORIDA, APPROVING APPEAL NO. PLN-APL-25-0001 Case PLN-APL-25-0001: AN APPEAL OF THE PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR'S DETERMINATION THAT THE LIVE OUTDOOR MUSIC USES AT 1114 12TH STREET WEST, BRADENTON FLORIDA 34205, ARE CLASSIFIED AS AN OUTDOOR AUDITORIUM, WHICH IS PROHIBITED IN THE T4-R (GENERAL URBAN RESTRICTED) ZONING DISTRICT PER TABLE 4.7 OF THE FORM BASED CODE; FOR PROPERTY LOCATED AT 1114 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 4367700004), AS MORE PARTICULARY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cecilia Hernandez ("Property Owner" or "Applicant") owns the property located at 1114 12th Street West, Bradenton, Florida (Parcel ID 4367700004), more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Element designates the Property as UV (Urban Village); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property as T4-R (General Urban Restricted); and

WHEREAS, the City of Bradenton Form Based Code, Article 12 defines Outdoor Auditorium as "a place of open-air (outdoor) assembly, consisting of a central space or stage for performance open to the sky or partially covered or enclosed"; and

WHEREAS, the City of Bradenton Form Based Code provides for the permitted, special use and not allowed uses in Table 4.7 and lists Outdoor Auditorium as a use that is not allowed in the T4-R zoning district; and

WHEREAS, the Property contains a restaurant use and also hosts live outdoor music events; and

WHEREAS, on August 5, 2025 the Planning and Community Development Director issued a written interpretation finding that the live music venue on the Property should be classified as an Outdoor Auditorium; and

WHEREAS, the Property Owner submitted an application to appeal the PCD Director's classification of the live music uses on the Property; and

WHEREAS, the Planning Commission held a noticed public hearing on October 15, 2025, at which the Planning Commission received testimony and evidence from the Applicant, City Planning staff, and members of the public in attendance; 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 Planning Commission 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 Planning Commission hereby makes the following Findings of Fact:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.

b. The Property Owner has requested an appeal an administrative decision of the Planning and Community Development Director's determination that the live music on the subject property constitutes an Outdoor Auditorium, which is prohibited in the T4-R zoning district in the Form Based Code.

c. Pursuant to Section 1.8.c, Appeal of the Decision of the Planning and Community Development Director, the Planning Commission is authorized to hear and decide appeal filed by an aggrieved person in which it is alleged that there is an error in any interpretation of a regulations applicable to properties within the Form Based code Zone Districts made by the PCD Director.

d. The applicant testified that meals are served at all times during live music events.

e. The applicant testified that patrons are not charged a separate admission, entry fee or ticket for live music events.

f. The applicant has been informed that the use is subject to applicable development and use standards, including noise limitations, building, fire

and life safety code requirements and the requirement for a change of use permit.

Section 2. Order. Based upon the foregoing, the appeal is hereby approved and the Planning and Community Development Director's determination that the outdoor live music on the subject property constitutes an Outdoor Auditorium, which is prohibited in the T4-R zoning district in the Form Based Code is reversed for the Property. It is the determination of the Planning Commission that the outdoor live music activities as described during the hearing should be classified as an accessory use to the restaurant, which is permitted in the Village of the Arts Overlay District.

Section 3. 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 appeal which shall remain in full force and effect.

Section 4. Effective Date. This Order shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 19th DAY OF NOVEMBER 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE PLANNING COMMISSION OF THE CITY OF BRADENTON

ATTEST:

Lori Brunner
CLERK

Benjamin Bakker
CHAIR

EXHIBIT "A"

Legal Description:

LOT 5 BLK 2 EMMA HARRIS SUB PI#43677.0000/4

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
October 15, 2025

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Keith Green-Vice Chair, Michael Neal, Richard Whetstone, Michael Jones, Darin Autrey.
City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Planning and Community Development Assistant Director, Lori Brunner-Planning and Community Development Administrative Assistant, Chris Melser-Bradenton Fire Department Fire Marshal, Sgt. Perez-Bradenton Police Department.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:00 p.m.
2. Pledge of Allegiance.
3. Motion to approve the September 17, 2025, Meeting Minutes by Commissioner Green, and seconded by Commissioner Neal.

PUBLIC COMMENT

No speakers came forward to speak on non-agenda items.

Chair Ben Bakker asked if the Commissioners had any ex parte communication with any of the applications on today's agenda. There were none.

AGENDA ITEMS:

1. Case PLN-APL-25-0001:
An Appeal of the City of Bradenton's Planning and Community Development Director's determination that live music at 1114 12th Street West, Bradenton, FL 34205, constitutes an Outdoor Amusement Center or Outdoor Auditorium, both of which are prohibited in the T4-R (General Urban Restricted) zoning district per Table 4.7 of the Form Based Code. Application filed by Cecilia Hernandez (property owner).

Staff: Robin Singer presented the case and showed the location map. She stated that recent neighborhood complaints about noise have brought this to the attention of the Planning and Community Development Department, as well as the Bradenton Police Department. She then explained that the venue has gone beyond restaurant use; it is more similar to outdoor auditorium use or outdoor amusement center, which are not permitted in the T4-R zoning district. She stated that the property owner is appealing the PCD Directors' interpretation, and that this is not a Code Enforcement hearing; this is just what was used to make the determination of use. This information is found in the

Form Based Code Regulations. She went over the Village of the Arts overlay as well as the different zones within the area. Ms. Singer showed maps and photos of the property. Reports from Code Enforcement, the Fire Marshal, and the Bradenton Police Department were provided in the packets. The PCD Directors' determination is that the usage is most similar to Outdoor Auditorium, and also sometimes functions as Outdoor Amusement.
The Board discussed the relevance of the appeal and questioned what the use actually is. Ms. Singer went over the level of noise and the violations.
Sgt. Perez, Bradenton Police Department, went over the calls he has received of complaints at the restaurant. He stated that his upon first encounter with the restaurant, he issued a verbal warning. He then returned and issued a written warning. Upon his third encounter, he cited the restaurant with a violation. Sgt. Perez explained that he went to the location 36 times (since April) for mostly noise complaints, as well as various others. He discussed the frequency of the calls that they receive.
Chris Melser, Fire Marshal, stated that they observed 50 to 60 chairs in the back area of the restaurant (when questioned by Commissioner Autrey); there should be under 50 as the property is listed as a mercantile/restaurant.

Applicant: Cecilia Hernandez (property owner), 3618 1st Avenue West, Bradenton, stated that she is the property owner and co-owner of Cottonmouth. She said that she is appealing the August 5, 2025, determination by the City's Planning and Community Development Director to the related red tag enforcement. Her appeal asks that the determination be overturned, and the red tag be rescinded allowing them to continue hosting live music as a part of their normal restaurant operations while the City works to align zoning and a policy that allows the creative purpose of the Village of the Arts. She described the case and asked that it be overturned.
David Shiplett, 1503 11th Street West, Bradenton, Cottonmouth business owner, explained his years of business experience and events. He stated that the Village of the Arts needs live music and discussed the case.

The Board discussed noise vs. the determination of use.

Public Comment: Chair Bakker opened the Public Hearing.

Those who spoke in favor of the appeal:

Zoe Von Averkamp, 1129 12th Street West. (also submitted article).
Carol A. D'Aste, 1105 12th Street West.
Nellie King, 1207 11th Avenue West.
Gene Tenery, 1115 13th Street West.
Carrie Price, 1122 12th Street West.
Claudia Wizner, 1115 13th Street West.
Dona Musitano, 1010 10th Avenue West.
Preston Whaley, Jr., 1122 12th Street West.

Those who spoke in opposition of the appeal:

Nicole Skaggs, 7216 16th Avenue Drive West.
Mark Thompson, 7211 15th Avenue Drive West.
Matthew S. Farmer, 1001 12th Avenue West.
Bill Webster, 7819 San Juan Avenue.
Katja Kempe, 3618 1st Avenue West. (handout).
Annie Russini, 111 12th Street West.
Kyle Morris, 1001 11th Avenue West.
Will Webster, 1221 12th Street West.
Andrew Schroeder, 1302 13th Avenue West.

Public Hearing was closed.

Applicant: Mr. Shiplett discussed contracts, lawsuits, and shows. He stated that he follows all of the rules.
Ms. Hernandez mentioned a picture of Dave's website that states nothing of a fee. She then went over the appeal and gave her opinion of what it means for Bradenton.

Commissioner Green asked City Attorney Scott Rudacille about adding stipulations to the motion. Mr. Rudacille responded that he would not recommend as this is a determination under the zoning code. He then stated that this issue has been raised with the City Council and that they are planning a workshop in the near future. Any stipulations would need to be part of that process. Commissioner Green gave his commentary and said that this has given him a lot to think about.
Commissioner Neal asked about the overlay and its' allowable uses. Ms. Singer explained the uses as related to Cottonmouth.
Commissioner Autrey stated that the task today is to determine if the Director made the classification correctly and it has nothing to do with the noise. He discussed the scope of the use.
Chair Bakker stated that this has been a difficult situation, as he relates personally to many of the people in the audience. He is trying to make the best decision, and he went over all of the areas that were discussed.

Motion: Commissioner Neal motioned to approve the appeal which reverses the administrative decision of the Planning and Community Development Director. Commissioner Green seconded. 4 voted yes and 2 voted no.

Motion to continue Ordinance 4064, Case PLN-TXT-25-0002 to the next meeting.
Commissioner Neal motioned to continue the ordinance to the November 19th meeting. Commissioner Green seconded. Motion passed unanimously.

DISCUSSION ITEMS:
Approval of the 2026 Planning Commission meeting calendar, with a change to November 2026.
Commissioner Neal motioned to approve the Planning Commission calendar for 2026, with a change to November 4, 2026. Commissioner Green seconded. Motion passed unanimously.

DIRECTOR'S REPORT:
Ms. Singer stated that there will be discussion on entertainment venues in the near future with City Council which may also include Village of the Arts.
Mr. DeLong stated that next month's agenda will be very long.

Adjournment: The meeting adjourned at 4:20 p.m.

11/19/25

Ben Bakker, Chair Date

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

ABBREVIATED MINUTES
PLANNING COMMISSION MEETING
November 19, 2025

The Planning Commission met in the City of Bradenton Council Chambers, 101 Old Main Street, Bradenton, Florida at 2:00 p.m.

PRESENT

Planning Commission Members: Ben Bakker-Chair, Keith Green-Vice Chair, Michael Neal, Richard Whetstone, Michael Jones, Darin Autrey, Jason "JB" Taylor.

City Staff: Scott Rudacille-City Attorney, Robin Singer-Planning and Community Development Director, Greg DeLong-Planning and Community Development Assistant Director, Lori Brunner-Planning and Community Development Administrative Assistant, Chris Melser-Bradenton Fire Department Fire Marshal.

REGULAR MEETING

1. Meeting was called to order by the Planning Commission Chair, Ben Bakker at 2:00 p.m.
2. Pledge of Allegiance.
3. Motion to approve the October 15, 2025, Meeting Minutes by Commissioner Green, and seconded by Commissioner Autrey.

PUBLIC COMMENT

No speakers came forward to speak on non-agenda items.

Chair Ben Bakker asked if the Commissioners had any ex parte communication with any of the applications on today's agenda. There were none.

FINAL ORDER:

FINAL ORDER OF THE PLANNING COMMISSION FOR THE CITY OF BRADENTON, FLORIDA, APPROVING APPEAL NO. PLN-APL-25-0001 Case PLN-APL-25-0001: AN APPEAL OF THE PLANNING AND COMMUNITY DEVELOPMENT DIRECTOR'S DETERMINATION THAT THE LIVE OUTDOOR MUSIC USES AT 1114 12TH STREET WEST, BRADENTON FLORIDA 34205, ARE CLASSIFIED AS AN OUTDOOR AUDITORIUM, WHICH IS PROHIBITED IN THE T4-R (GENERAL URBAN RESTRICTED) ZONING DISTRICT PER TABLE 4.7 OF THE FORM BASED CODE; FOR PROPERTY LOCATED AT 1114 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 4367700004), AS MORE PARTICULARY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff: City Attorney Scott Rudacille explained what the task is of this order: at the last Planning Commission meeting there was a hearing, and a decision was made by the Commission, but they are required by Florida Statutes to prepare a written order that includes findings of fact to support the decision that was made. The action today is not a re-hearing. He has prepared a draft final order that was included in the agenda

packet. If the Commission finds that it is consistent with the action that was taken at the last meeting, then it can be approved today, or it can be amended as seen fit.

Public Comment: Chair Bakker opened the Public Hearing.

Carrie Price, 1122 12th Street West, Bradenton, neighbor that lives next to the property being discussed. She would like to see the Planning Director's original determination upheld and is urging the Board to decline to sign the new Final Order presented today.

Motion to Approve the Final Order: Commissioner Green motioned to approve, and Commissioner Jones seconded. 4 voted yes. 2 voted no. Commissioner Taylor was not in the room.

AGENDA ITEMS:

1. Resolution 25-101, Case PLN-SUP-25-0018:

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

Staff: Brandon Wink presented the case. He went over the Land Use Regulations and explained the reason for the Special Use Permit. He stated that staff feels this is consistent with the intent LUR's.

Applicant: Carl Callahan, 114 25th Street West, Bradenton, spoke for the applicant. He stated that this is a replacement of the dock, which is consistent with the neighbors, and they agree with the stipulations.

Public Comment: Chair Bakker opened the Public Hearing.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve, and Commissioner Taylor seconded. Motion passed unanimously.

2. Final Order PLN-VAR-25-0005, Case PLN-VAR-25-0005:

FINAL ORDER OF THE PLANNING COMMISSION FOR THE CITY OF BRADENTON, FLORIDA, APPROVING VARIANCE NO. PLN-VAR-25-0005 TO ALLOW FOR AN INCREASE IN THE DIMENSIONAL ALLOWANCE FOR A 55.2 SQUARE FOOT WALL SIGN FOR PROPERTY LOCATED AT 315 41ST STREET WEST, BRADENTON, FLORIDA (PARCEL ID 3660210109), AS MORE PARTICULARY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff: Greg DeLong presented the case. He showed a map and pictures, and described the zoning. He then went over the Land Use Regulations and criteria. He stated that staff feels this is a reasonable request and the LUR's are met.

There was a brief discussion about zoning and regulations between the Board and the City Attorney.

Applicant: Brian Devrou, Sign Company, 1101 29th Avenue West, Bradenton, and Peter Craft, Head of School at St. Stephens, 315 41st Street. They had nothing to add to the presentation.

Public Comment: Chair Bakker opened the Public Hearing.

Public Hearing was closed.

Motion: Commissioner Taylor motioned to approve, and Commissioner Whetstone seconded. Motion passed unanimously.

3. Final Order PLN-FBA-25-0017, Case PLN-FBA-25-0017:
A FINAL ORDER OF THE PLANNING COMMISSION OF THE CITY OF BRADENTON, FLORIDA, APPROVING A FORM BASED CODE ADJUSTMENT TO ALLOW FOR A MONUMENT SIGN IN EXCESS OF THE CODE ALLOWANCE OF 50 SQUARE FEET, AND TO ALLOW MORE THAN ONE MONUMENT SIGN ON A LOT, FOR PROPERTY LOCATED AT 206 2ND STREET EAST, BRADENTON, FLORIDA (PARCEL ID 3163600103), AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff: Jamie Schindewolf presented the case. She stated that the applicant is requesting a Form Based Code adjustment. She showed the parcel map and discussed the zoning. She also showed photos of monument signs and the requested placement of them. Staff feels this meets the intent of the Form Based Code and the Comprehensive Plan.

Applicant: Eric Wesson, Magee Signs, 1511 20th Avenue East, and Rob Cosio, employee and representative of Manatee Memorial Hospital, 206 2nd Street East. They discussed improvements and public safety.

Public Comment: Chair Bakker opened the Public Hearing.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve, and Commissioner Whetstone seconded. Motion passed unanimously.

4. Resolution 25-102, Case PLN-SUP-25-0020:

Request for Special Use Permit authorizing a group care facility to be built at 1512 Ballard Park Drive (Parcel ID: 3361900008) in the T4-O Form Based Code zoning district. Application filled by Sarah McLelland (authorized agent).

Staff: Mr. Wink presented the case. He showed the location map and explained the proposal.

Applicant: Peggy Kerwin, Executive Director of Solve Maturity Homes, 1335 Manatee Avenue West, stated that they are seeking special use on the specific address of 1512 Ballard Park Drive to unify the campus.
Brian Kerwin, 1335 Manatee Avenue West, explained how the properties will be incorporated. They will be combining the campus which will include 3 – 10,000 square foot lots.

The Board and Staff discussed zoning and codes.

Public Comment: Chair Bakker opened the Public Hearing.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve, and Commissioner Taylor seconded. Motion passed unanimously.

5. Resolution 25-99, PLN-SUP-25-0021:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0021 TO OPERATE A DRIVE-THRU RESTAURANT FACILITY IN THE T-5 (URBAN CENTER) ZONING DISTRICT FOR PROPERTY LOCATED AT 604/608 2ND STREET EAST, BRADENTON, FL (PARCELS 3174400006 and 3174500003) BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Staff: Ms. Schindewolf presented the case; she made a correction to the case by adding an additional address of 126 5th Avenue Drive East. She showed the subject parcel and went over the zoning and required Form Based Code criteria which will require adjustments.

The Board discussed parking spaces, traffic, stacking plan, etc.

Applicant: Abed Suwaity, 4054 Sawyer Road, Sarasota, corrected the address which meets the criteria for the parking spots. He went over the site plan and tenant usage, as well as the proposed tenants.

Public Comment: Chair Bakker opened the Public Hearing.

Public Hearing was closed.

Motion: Commissioner Whetstone motioned to approve, and Commissioner Green seconded. 6 voted yes. 1 voted no.

6. Final Order PLN-FBA-25-0018, Case PLN-FBA-25-0018:
A FINAL ORDER OF THE PLANNING COMMISSION OF THE CITY OF BRADENTON, FLORIDA, APPROVING AN ADJUSTMENT TO ALLOW FOR THE REPLACEMENT OF AN EXISTING BILLBOARD WITH A TWO-SIDED ELECTRONIC BILLBOARD, 400 SQUARE FEET IN SIGN AREA, 35 FEET IN HEIGHT, AND TO PERMIT A SECOND GROUND SIGN TO REMAIN AT PROPERTY LOCATED AT 102 MANATEE AVENUE EAST, BRADENTON, FLORIDA (PARCEL ID 3165000005), AS MORE PARTICULARY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff: Mr. DeLong presented the case and discussed a letter from Robin Singer which was included in the agenda packet. He showed a map and went over the zoning and the proposal request. Staff agrees that this meets the criteria and is consistent with the intent of the Form Based Code. He listed stipulations, if approved.

The Board commented on billboards vs. signs.

Applicant: Bill Galvano, represented the applicant, 1023 Manatee Avenue West, went over the billboard and discussed pre-existing structures, and stipulations, which they agree with.

Public Comment: Chair Bakker opened the Public Hearing.

Public Hearing was closed.

Motion: Commissioner Green motioned to approve with stipulations, and Commissioner Autrey seconded. Motion passed unanimously.

7. Ordinance 4065, Case PLN-TXT-25-0002:
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 5.0 ACCESSORY USES, STRUCTURES, AND SIGNAGE, SECTION 5.1.2.7 FENCES AND HEDGES TO MODIFY ALLOWABLE RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES AND TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMITATIONS ON RETAINING WALLS; AND SECTION 5.2.2.4 FENCES AND HEDGES TO MODIFY ALLOWABLE NON-RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES AND TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMIATIONS ON RETAINING WALLS; AND AMENDING CHAPTER 10 DEFNIITIONS TO MODIFY THE DEFINITION OF “LOT”, “STREET” AND “VISIBILITY TRIANGLE OR VISION TRIANGLE”; PROVIDING FOR CODIFICATION; PROVIDING FOR THE

REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff: Robin Singer went over the scope of the changes and all aspects of the amendment.

The Board discussed the ordinance and the changes.

Public Comment: Chair Bakker opened the Public Hearing.

Public Hearing was closed.

Motion: Commissioner Jones motioned to approve with changes discussed, and Commissioner Whetstone seconded. Motion passed unanimously.

DISCUSSION ITEMS
None

DIRECTOR'S REPORT
None

Adjournment: The meeting adjourned at 4:10 p.m.

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

From: G W Tenery
To: Robin D. Singer; Kemp Schuessler
Subject: [EXTERNAL] Cottonmouth Restaurant Planning Department Review
Date: Wednesday, September 3, 2025 1:49:35 PM

Some people who received this message don't often get email from gwtenery@gmail.com. Learn why this is important

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

Gene Tenery
1115 13th Street West
Bradenton, FL 34205

September 3, 2025

Re: Cottonmouth Restaurant Music

To:

Planning Department
Robin.Singer@bradentonfl.gov

City of Bradenton Council Member
kemp.schuessler@bradentonfl.gov

Dear Sir and Madam:

My name is Gene Tenery and reside at 1115 13th Street West in the Village of the Arts and I would like to submit my statement concerning Cottonmouth Restaurant's Music Events and possibly increasing that space into a Musical Event Space.

First, I'd like to say that Dave Shiplett is generally a decent, hardworking person who works long hours. He has a successful restaurant and says that the restaurant is his primary business where he makes his living and music is just an aside.

When Cottonmount has its music events, some weeks from Thursday to

Sunday, four musical events, we can hear the music from inside our home, even with closed windows. Depending upon the band playing on a particular night, the volume can fluctuate from mild to loud, sometimes really loud. During the cooler months when our windows are open, we cannot quietly enjoy even watching television so we have to close the windows.

Our home has its backyard located approximately 200 feet to the backyard of Cottonmouth Restaurant. Our home is a cement block building with newer hurricane windows, very thick and heavy which blocks out most neighborhood noise. We still hear Cottonmouth's music.

I've not said anything previously about the music (noise) levels but I feel that residents rights are not being considered by the City and this has to be addressed. Almost all of the residents around the area that are affected, predate Cottonmouth and its increase of musical entertainment. The former restaurant, Arts & Eats, had almost all of their music … inside of the restaurant.

We bought into the Village of the Arts fourteen years ago because of the Live/Work zoning. I'm pretty sure that Live/Work businesses do have some limitations on what types of business that can be conducted and what impact that activity can have on a neighborhood. I don't believe there are other Live/Work businesses that have any noise complaints like Cottonmouth and, at some point music can become disagreeable noise.

I'm sure that there will be many non-residents that will submit statements in favor of the music at Cottonmouth or even expansion of a musical venue in the future but, they don't live here, this is not their neighborhood. Tax paying residents' comments should hold more weight than non-residents, whose only concern is entertainment.

I have to ask again, where do Cottonmouth's rights as a business supersede resident rights who wish nothing more than to enjoy a quiet and peaceful environment in our neighborhood and in our homes?

Thank you,
Gene Tenery

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

From: Zoe Von Averkamp
To: Robin D. Singer; Kemp Schuessler; Greg DeLong; Rob Perry
Cc: Gene Brown
Subject: [EXTERNAL] New Music Cover Charge At Cottonmouth
Date: Tuesday, September 30, 2025 10:18:24 AM

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

Dear City Officials, You might find Cottonmouth's brand new Website interesting! Check it out at Cottonmouthsoul.com and look into Mr.Shiplett's New V.I.P. offer. He is promoting a $39 V.I.P. advanced package to folks. For what? Admission just to enter his restaurant? Food and Drinks? No. It's to guarantee a front table in his backyard. Why? The offer states the $39 allows two entries Most bands charge $15-$20 cover at the door. So, one V.I.P. person going would be $20 two times. Two people going would be $39. one time. That comes to a $20 Cover Charge for a Front Table for…….The Music!!

We feel this is an out and out ploy by Mr. Shiplett to camouflage charging for the music. Something he strongly deny's in his appeal. Plus, where would a "Front Table" be? At the front of "The Stage" of course that Mr. Shiplett also claims he does not have!

Are We All That Dumb…….

Thank you once again for your time on this very important matter concerning the future of our beloved Village of the Arts.

Zoe Von Averkamp
1125 12st. W.
1129 12st. W.
941-746-4556

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From: Nellie King
To: Robin D. Singer; Kemp Schuessler
Cc: Gene Brown; Greg DeLong; Timothy A. Geer; Josh Cramer; Rob Perry
Subject: [EXTERNAL] Cottonmouth latest release
Date: Tuesday, September 30, 2025 8:38:52 AM
Attachments: Screenshot 2025-09-30 at 8.37.51 AM.png

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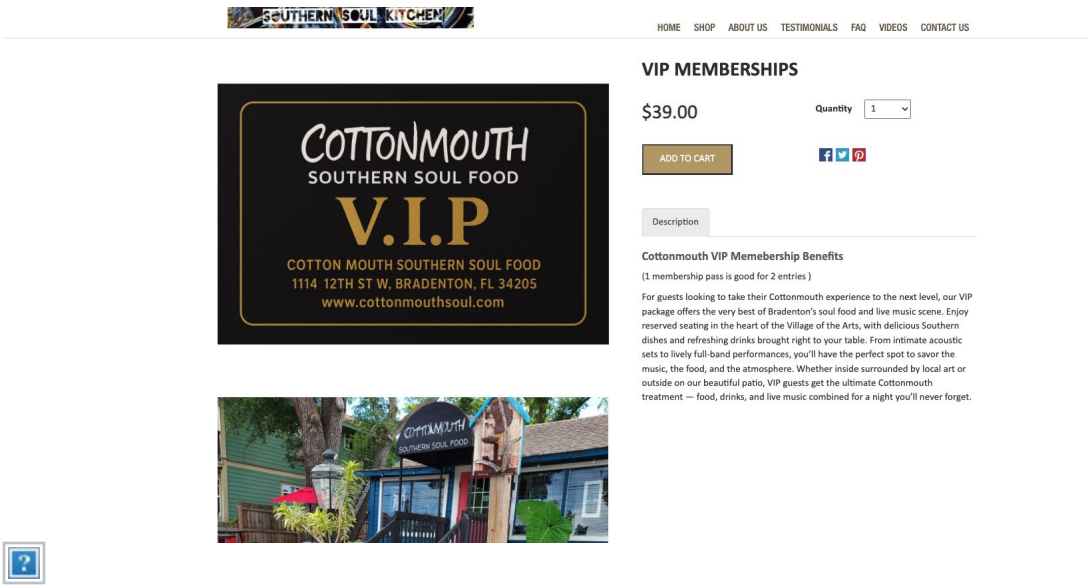
Good morning,

I am writing to express my continued frustration regarding Cottonmouth. Last night, Cottonmouth launched a new website offering a VIP membership that includes two entries. This offering, without any mention of food or drink, strongly suggests the establishment is operating as a music venue, not a restaurant.

This directly contradicts the owner's previous assurances during his plea to remain open. He explicitly stated there would be no cover charge, yet he is now advertising cover charges for all events. Furthermore, he promised "ambient music," but his dinner music is now being held in the driveway. This type of activity in a residential area is unacceptable; if I hosted parties in my driveway five days a week, I would surely be shut down.

Thank you again for your attention to this matter. It is becoming increasingly difficult to reside peacefully in my own neighborhood due to these constant issues.

Sincerely,
Nellie King
1207 11th Ave W



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From: Zoe Von Averkamp
To: Robin D. Singer; Kemp Schuessler
Cc: Gene Brown
Subject: [EXTERNAL] Up Coming Music Events at Cottonmouth
Date: Monday, September 29, 2025 12:57:14 PM

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To whom it may concern. Below you will find a 3 month schedule For Live Music Concerts at Dave Shiplett's Cottonmouth Restaurant. [Which are Now happening
in his front driveway since his back yard has been shut down by the City's Fire Marshal for numerous violations.]. Included are dates, times, Names, and Cover Charges.

Fri. Sept. 26th. Music School Bands, 5:30pm.-9pm. [Police called for loud music violation].
Sat. Sept. 27th. Ben Restage, 7pm.-9pm. $10 Cover Charge, [Police called for loud music violation].

Village ArtWalk Weekend
Fri.Oct. 3rd. Jason Ricci & JJ Appleton 5pc. Band called "The Bad Kind", 7pm.-9pm. Advanced Tickets; $15, $20 at the door, This artist is known for his nationally
famous song, "My True Loves a Dope Whore" How's that for "back ground" dinner music?!
Sat.Oct. 4th. Dotty Kelly and Rock The House Band, 7pm.-9pm. Order Tickets, This artist is a well known " Belt Em' Out " Blues Deva. More quiet dinner music!!
Sun.Oct. 5th. Thornette Davis," Detroit's Queen of the Blues", 7pm.-0pm. Tickets $25. This is another very famous "Belt Em'Out Blues Diva.
PLEASE NOTE: 3 days ago this artist's venue was changed from Cottonmouth to Flamingo Brewery with Dave Shiplett saying he would be doing his Taco Shake
thing over there instead.

Sat.Oct. 11th. Sam Marrow, 7pm.-9pm. Order Tickets
Fri.Oct. 17th. The Steepwater Band, 7pm.-9pm. Advanced Tickets $15, $20 at the door
Sat.Oct. 18th. The Wandering Hours, 7pm.9pm. Order Tickets
Fri.Oct. 31st. Yates Mckendere, 7pm.-9pm. Order Tickets

Village ArtWalk Weekend
Thurs. Nov.6th. Grant Peeples, Order Tickets
Fri Nov. 7th. Igor &The Red Elvises, 4pc. Siberian Surf Rock Band. 7pm.-10pm. Order Tickets
Sat.Nov.8th. RayFuller & The Bluesrockers Band, 6pm-10pm. Order Tickets

Thurs.Nov. 13th. Brandon Santini, 7pm-9pm. Order Tickets
Fri.Nov. 14th. Eliza Neals, 7pm-9pm. Order Tickest
Sat.Nov.15th. Arielle & Nicolaas Band, 7pm-9pm. Tickets Available Now!
Sat.Nov.22nd. The Dennis Joans Band Concert, 7pm-9pm. Order Tickets

Thurs. Dec. 4th. Tas Cru Band, 7pm-9pm. Order Tickets
Fri. Dec. 26th. Memphis Lightening 3pc. Band, 7pm-9pm. Tickets $15.
Sat. Dec. 27th. The Shapely Band, 5 pc. Band, 7pm.9pm. Cover Charge for Reserved Setting, $20.

PLEASE BE ADVISED that ALL these bands are nationally famous that tour all around the country from state to state. NONE of them are Local little groups
that play a guitar and sing soft "Background Dinner Music"! Mr. Shiplett is breaking the law here Big Time along with his Big Time Loud Blues & Rock Bands!!

Most Respectfully, Zoe Von Averkmap 16 year Village resident
Business, 1125 12th. St. W.

Home, 1129 12th.St. W.
941-746-4556

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From: Nellie King
To: Robin D. Singer
Cc: Kemp Schuessler; Gene Brown; Greg DeLong; Timothy A. Geer; Josh Cramer; Rob Perry
Subject: Re: [EXTERNAL] Cottonmouth "restaurant" music venue
Date: Monday, September 29, 2025 9:10:42 AM
Attachments: image001.png

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

Good morning,

I am writing to you this morning regarding information I received over the weekend about upcoming events at Cottonmouth. I understand you are likely already aware of these events.

Given that the "event space" is the driveway of a former home, I am concerned about the potential for significant traffic issues and sidewalk obstruction, especially with the upcoming Art Walk. Is there any way to prevent these events from happening or to mitigate the anticipated problems?

I also wanted to mention an issue with loitering after events. While I generally don't have a problem with it, attendees often go to their cars to drink and smoke pot. With events now occurring in the front, they tend to walk to the corner with drinks to make phone calls or to step away from the noise.

Specifically, I request traffic and parking enforcement for the evenings of Friday, October 3rd, and Saturday, October 4th, if these events cannot be shut down in advance.

The events in question are:

* **Friday, October 3rd, 7:00 PM - 9:00 PM:** Jason Ricci & JJ Appleton with their 5-piece band, The Bad Kind. This artist is known for the song "My True Loves a Dope Whore."
* **Saturday, October 4th, 7:00 PM - 9:00 PM:** Dottie Kelly & Rock The House Band.

Thank you again for your time and for listening to my concerns. I know this issue is

receiving a lot of attention, and residents are growing increasingly frustrated.

Sincerely,
Nellie King

On Thu, Sep 25, 2025 at 9:47 AM Robin D. Singer <Robin.Singer@bradentonfl.gov> wrote:

> Ms. King,
>
> Code Enforcement and the Fire Marshal have been made aware of the issues and are pursuing identified violations.
>
> Thank you for your input. We will keep it on file.

ROBIN D. SINGER
Director
Planning and Community Development
941-932-9408
941-290-9322
101 Old Main Street, Bradenton, FL 34205
BradentonFL.gov

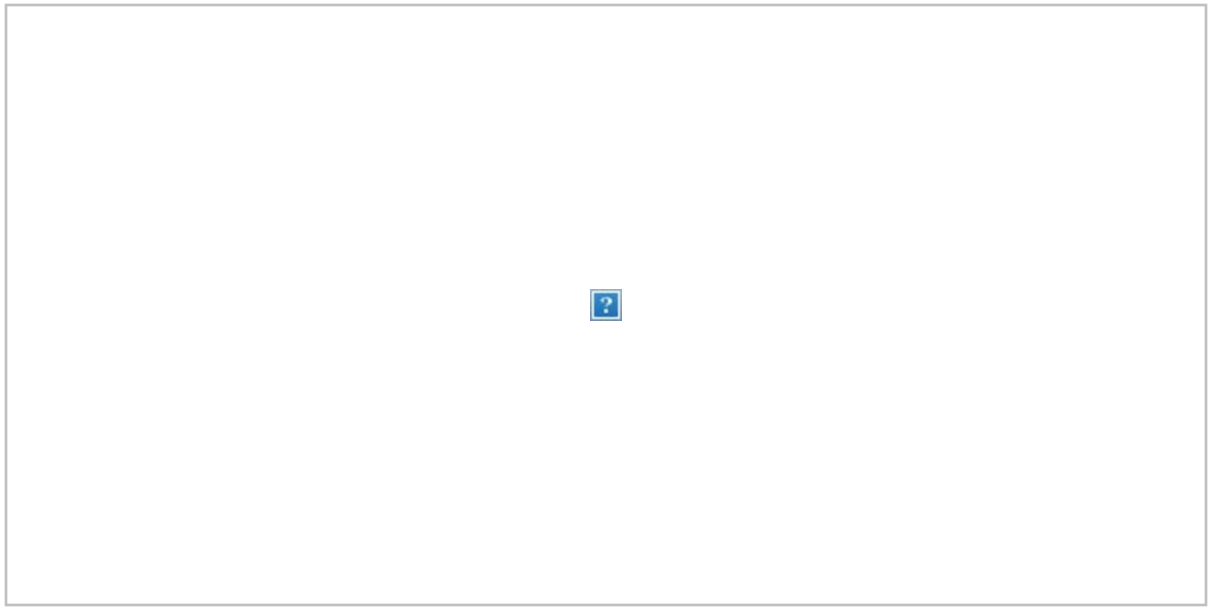
From: Nellie King <nellie@rockystermite.com>
Sent: Thursday, September 25, 2025 9:08 AM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>; Kemp Schuessler <Kemp.Schuessler@bradentonfl.gov>; Gene Brown <gene.brown@bradentonfl.gov>
Subject: [EXTERNAL] Cottonmouth "restaurant" music venue

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Good morning,

It is my understanding that Cottonmouth has been shut down by the fire marshal. Last night they had music in the driveway, which is also the only handicapped parking space that the venue has. The noise is even worse when they are out there playing! I am wondering how this is allowed to continue when under investigation for so many things. There is a HUGE schedule of events which I have attached. I will be attending the meeting that is coming up in October to voice my concerns about this and what it could do to the value of my property if this is allowed to continue. But I am wondering what is going to be done in the meantime, we just allow it to continue? Is he working with someone that is allowing this to continue? If so, why is he getting special treatment? I appreciate you listening.



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To: Robin Singer, City of Bradenton
From: Christine turner
Date: September 27, 2025
RE: Cottonmouth/Dave Shipplett/loud music

I am the owner of the property at 1113 12th Street West, home of the temporarily closed Baobab Tree Gallery and current resident there.

My husband and I purchased our property in The Village of the Arts in 2023. We put considerable time and money bringing the property into living condition with a gallery space in the front of the house. We also put our heart and soul into improving the VOTA into a desirable live work sell community.

I have seen the property at 1114 12th Street West go through multiple iterations, beginning with a rental property with rooms divided by plywood into sleeping spaces for entirely too many people, to an antique store, gallery and then Arts and Eats Restaurant….owned and operated by two musicians who provided live music INSIDE their restaurant. All of these establishments /owner improved the conditions of the building and quality of the neighborhood. The owners were good stewards of the house and VOTA community.

I believe the original intent for commerce in the VOTA was to be a weekend venue.

I am opposed to granting Dave Shiplett and Cottonmouth restaurant's appeal to the city of Bradenton for continuing to be a music venue for many reasons.

In no particular order :

He is providing music at random times and days (and of different genres.)

- Loud music pollution and disturbance of the peace to surrounding neighbors:
- Children and families who need to complete homework or who need a peaceful environment to sleep, or play, work or entertain friends in their home
- Yoga studio next door that requires a space with a modicum of peaceful environment to be able to teach and make a living
- General surrounding neighbors peace and quiet
- Inebriated patrons leaving the venue
- Street parking for homeowners unavailable
- Property value decrease

An example of Mr. Shiplett's scheduling of musicians happened last spring. A male vocal and acoustic guitar player performed at the front of his restaurant using an amplifier that could be heard for blocks. He often performed to a very small audience sometimes no audience at all….but the unfortunate neighborhood.

Mr. Shipplett was not a good steward of the properties he has leased in the past. His disrespect for landlords and neighbors will probably continue if allowed.

Please do not allow this to continue. Respectfully, Christine Turner

camping with the Blues
BUY TICKETS NOW!
FLORIDA SAND MUSIC RANCH
OCT 17-19, 2025 3 DAYS & 3 NIGHTS! BROOKSVILLE



Cottonmouth southern SOUL kitchen

1114 12th St W
Bradenton, FL 34205
(941) 243-3735
Map View: Click here

Cottonmouth southern SOUL kitchen Website

COTTONMOUTH southern soul kitchen known for our eclectic southern dining. Chef Dave Shiplett puts his creative spin on southern classics and will change how you think of Bradenton Southern food all In a 100 year old cottage doubles as an Art Gallery

Venue Info

Upcoming Events

Artist	Date
Corey Hall Blues	Wed, September 24 6:00pm - 8:00pm
Ben Prestage Blues	Sat, September 27 7:00pm - 9:00pm *$yes*
Jason Ricci Blues	*& JJ Appleton* Fri, October 3 7:00pm - 9:00pm *$yes*
Dottie Kelly & Rock the House Band Blues, Funk, High Energy Dance, R&B/Soul	Sat, October 4 7:00pm - 9:00pm *$yes*
Thornetta Davis Blues	*Blues Brunch* Sun, October 5 1:00pm - 3:00pm *$yes*
Sam Morrow Band	Sat, October 11 7:00pm - 9:00pm *$yes*
The Wandering Hours Bluegrass	Sat, October 18 7:00pm - 10:00pm

Past Events

Artist	Date
Big Al and the Heavyweights Americana, Blues, R&B/Soul	September 20, 2025 7:00pm - 9:00pm *$yes*
The CJ Sterlace Blues, Funk, R&B/Soul, Rockin Blues	September 19, 2025 7:00pm - 9:00pm
Zack Pomerleau Blues	September 18, 2025 6:30pm - 9:00pm
Albert Castiglia Blues	September 13, 2025 7:00pm - 9:00pm *$yes*
Trevor Bystrom Acoustic, Indie, Reggae, World	*& Zion* September 12,

Artist	Date
	2025 7:00pm - 9:00pm

Venue Sign in | **Artist Sign in** | **Contact GoTonight** | **Advertise on our site** | **GoBooking with Sheree Talent Agency**

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12231 Main Street, #1115
San Antonio, FL 33576

From: Nellie King
To: Robin D. Singer; Kemp Schuessler; Gene Brown
Subject: [EXTERNAL] Cottonmouth "restaurant" music venue
Date: Thursday, September 25, 2025 9:10:47 AM
Attachments: Cottonmouth Schedule 922.pdf

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

Good morning,
It is my understanding that Cottonmouth has been shut down by the fire marshal. Last night they had music in the driveway, which is also the only handicapped parking space that the venue has. The noise is even worse when they are out there playing! I am wondering how this is allowed to continue when under investigation for so many things. There is a HUGE schedule of events which I have attached. I will be attending the meeting that is coming up in October to voice my concerns about this and what it could do to the value of my property if this is allowed to continue. But I am wondering what is going to be done in the meantime, we just allow it to continue? Is he working with someone that is allowing this to continue? If so, why is he getting special treatment? I appreciate you listening.

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From: Zoe Von Averkamp
To: Robin D. Singer; Kemp Schuessler
Cc: Gene Brown
Subject: [EXTERNAL] Live "Concert Venues" At Cottonmouth
Date: Tuesday, September 23, 2025 7:09:49 PM

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

To Whom It May Concern, it looks like the Village of the Arts neighborhood around Dave Shiplett's Cottonmouth business will be disrupted every weekend in the coming months with his Live Music Events, or as one of the main music advertisers Bandsintown says; "Cottonmouth has a packed schedule for 2025-2026 with "Performances" from top artists like Big Al and the Heavy weights! Check out All Cottonmouths "Upcoming Concerts" Get tickets

Checking His Facts: Under #2 in Mr. Shiplett's Grounds for Appeal he states, a. The music is only occasional. b. Not Ticketed, No Admission, C. No permanent
performance structure, d. Food service a primary activity.

The True Facts: a. There are 15 "Live Music Events" scheduled starting tomorrow, Sept. 24th. through Sept. Oct. and Nov. ALL on weekends only. 7pm.-9pm. The rest of
the week Cottonmouth is Closed!! b. ALL 15 Concerts require tickets. Two state a cover charge of $15 t0 420 per person. c. Regarding No permanent "Stage". Please
refer to Mr. Shiplett's own photos included in his Appeal. You will see a special covered area with a metal roof that was constructed to protect the bands with a backdrop
that was painted by an artist on the side of an old shed to reflect the type of music is played there. And d. Food is our primary endeavor! Again please re-look at Mr. Shiplett's
own 3 photos and you will notice that there is No Food ,not even a bowl of chips on Any of the tables. Only drinks! And the band is in full swing.

I don't know who Mr. Shiplett is trying to Con at City Hall, but Everyone here in the Village of the Arts knows the Real Facts because We have to live with them every
weekend and We will be at the Oct. meeting in mass to confirm those facts and expose Mr. Shiplett's lies.

Thank You Again for taking the time from your busy day to consider Our side of this very important matter. It is greatly appreciated!

Respectfully, Zoe Von Averkamp
1125 12th. St. W.
1129 12th. St. W.
941-746-4556

P.S. If you require an actual list of Dates, Name of Bands and Tickets for the 15 upcoming Live Music Concerts as proof, I have that too and can send it over to you
anytime!

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From: Zoe Von Averkamp
To: Robin D. Singer
Cc: Carrie Price
Subject: Re: [EXTERNAL] Illegal Music Events
Date: Monday, September 22, 2025 4:58:24 PM

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Ms. Singer, we Villagers were informed on Sept. 12th. that Dave Shiplett's appeal would be discussed at the Oct. City Planning Comm. and to mark our calendars so
we could come and speak up.
Are you telling me and The Village, his appeal is Not on the agenda next month??! Please clarify what you said below.

Thank You Very Much, Zoe Von Averkamp

> On Sep 22, 2025, at 3:48 PM, Robin D. Singer <Robin.Singer@bradentonFL.gov> wrote:
>
> Ms. Von Averkamp,
>
> Thank you for your input. We will keep your email on file regarding this issue.
>
> I have nothing to report regarding public hearings at this time, but here may be something in the near future.
>
> Robin Singer
>
>
>
> -----Original Message-----
> From: Zoe Von Averkamp <chromazoe@gmail.com>
> Sent: Monday, September 22, 2025 10:21 AM
> To: Robin D. Singer <Robin.Singer@bradentonFL.gov>; Kemp Schuessler <Kemp.Schuessler@bradentonfl.gov>
> Cc: Gene Brown <gene.brown@bradentonfl.gov>
> Subject: [EXTERNAL] Illegal Music Events
>
> [You don't often get email from chromazoe@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]
>
> [EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.
>
> Dear City Officials, once again another loud, wild weekend in our "Residential Zoned Neighborhood"!!! This time including Fire Works!
> The police had to be called on Friday night and again on Saturday night for overly loud music at Dave Shiplett's Cottonmouth "Music Concert Event".
> Plus Fire Works being shot off in the middle of our main street, 12th. St. W., in front of Mr. Shiplett's business. I saw a car coming down the street that had to suddenly stop because Mr. Shiplett himself and two of his staff were in the road having a gay old time with fire works! The car had to beep it's horn for them to stop so they could get by. All the while there were police cars everywhere same as last weekend and police all over the place.
>

> Once again I will ask you officials, Would you put up with this kind of disruption EVERY WEEKEND in Your Residential Neighborhood??!! I think NOT.
> Then why must we in Ours! We know AND You know AND Mr. Shiplett knows he is breaking the law here.....and getting away with it.....WHY???
>
> With Respect but full of Doubts, Zoe Von Averkamp
> 16 year resident, Village of the Arts
> 1125 12th. St. W.
> 1129 12th. St. W.
> 941-746-4556
>
>
> _____
>
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>
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From: Zoe Von Averkamp
To: Robin D. Singer; Kemp Schuessler
Cc: Gene Brown
Subject: [EXTERNAL] Illegal Music Events
Date: Monday, September 22, 2025 10:21:09 AM

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Then why must we in Ours! We know AND You know AND Mr. Shiplett knows he is breaking the law here……and getting away with it……WHY???

With Respect but full of Doubts, Zoe Von Averkamp
16 year resident, Village of the Arts
1125 12th. St. W.
1129 12th. St. W.
941-746-4556

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From: Planning
To: Robin D. Singer; Greg DeLong
Subject: FW: [EXTERNAL] Cottonmouth Noise Ordnance Update
Date: Tuesday, September 16, 2025 6:31:15 AM
Attachments: image001.png



GREGORY "GREG" DELONG
Assistant Director
Planning & Community Development
Office Phone (941) 932-9403
101 Old Main Street, Bradenton, FL 34205
BradentonFL.gov

From: Preston Whaley Jr <pawjr7@gmail.com>
Sent: Tuesday, September 9, 2025 10:41 AM
To: Brian Thiers <Brian.Thiers@bradentonpd.com>
Cc: Gene Brown <gene.brown@bradentonfl.gov>; Jayne Kocher <jayne.kocher@bradentonFL.gov>; Kemp Schuessler <Kemp.Schuessler@bradentonfl.gov>; Marianne Barnebey <Marianne.Barnebey@bradentonFL.gov>; Lisa Moore <Lisa.Moore@bradentonFL.gov>; Pam Coachman <pam.coachman@bradentonFL.gov>; Code Enforcement <CodeEnforcement@bradentonfl.gov>; Planning <Planning@cityofbradenton.com>; Carrie Whaley <carrievillage@gmail.com>
Subject: [EXTERNAL] Cottonmouth Noise Ordnance Update

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9-09-25
Dear Captain Thiers,

I wanted to update you on the latest in regard to Cottonmouth musical performances and the noise ordnance. Last week Cottonmouth hung black vinyl "acoustic" sheeting from the un-permitted overhead structure along our north property line. I read a little bit about the material which seems to absorb some of the strength of the sound impulses emitting from the main speakers which causes a reduction of the decibel levels on my sound meter and also on the BPD meters. What's surprising is that the volume level of the music is still high, distracting and intrusive in our house. Officer Lopez commented last Saturday, "I'm not saying the music isn't loud but not enough to do anything about it."

Anyway, as I mentioned when I saw you this Monday evening, if we could perform decibel readings from a vantage point at the property line above the vinyl curtains or from their side of the property line, the decibel readings would likely be considerably higher. Under Sec.38-155. - Maximum sound levels, (a) (2), it reads, "The measurement shall be made at the real property line on which such sound is generated …." The sound is generated from their property from the stage behind the

restaurant building. It can be argued pretty clearly that the sound should be measured from their side of the property line “on which the sound is generated,” that is, on their side of the vinyl sheeting. Also, the next line of the ordnance (3) says, “in the case of an elevated or directional sound source, compliance with the sound limits is to be made at any elevation at or beyond the real property line.” The main speakers at Cottonmouth are elevated but the impact of the sound is penetrating above the acoustic vinyl into the second floor of our house.

I want Cottonmouth to be a successful restaurant but they are only nominally operating as a restaurant. In their appeal to the planning department’s ruling that live, outdoor musical performances are not a permitted use in our T4R zone, Cottonmouth says that it is a restaurant with occasional, “incidental” music. This is disingenuous. Mine and others observation is that Cottonmouth is a concert venue serving considerable alcohol, while serving occasional, “incidental” food.

With any business, success depends, in part, on the degree to which that business operates in good faith within the community and within the context of the law and the codes that have been made by the empowered governing bodies. I get it that they are trying to find a way to comply with the city code and the noise ordnance, while offering regular concerts, but my family and other close neighbors continue to have to contend with the ongoing excessive noise that becomes much more frequent with the cooler months fast approaching.

Saturday’s band Paisley Craze was a 7 piece outfit. Kat Riggins (Friday) was a classic 4-piece, drums, bass, guitar and vocal. It’s my duty to my family, my community, myself and my business, to appeal to law enforcement and the city government to continue to help us with this situation and to find a way to enforce the law even as Cottonmouth seeks to comply, ignore (as they have in the past) or circumvent it. This is not a circumstance that I ever wished to find myself in. But since I’m in it, I want you to know I’ve enjoyed my interactions with you and the BPD officers. I appreciate all of your efforts to be informed and decisive. In the meantime, my wife and I will continue to move through this process cordially, patiently and with persistence.

Sincerely,

Preston Whaley

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From: Zoe Von Averkamp
To: Robin D. Singer; Kemp Schuessler
Cc: Gene Brown
Subject: [EXTERNAL] Cottonmouth Music Events
Date: Monday, September 15, 2025 11:25:10 AM

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Dear City Officials, once again our quite peaceful weekend in the Village of the Arts was disputed by one man at his place of business with yet another ear shattering, window rattling "Special Music Event". The police having been called once again, both Friday and Saturday night, came down our main street from all directions with lights blazing and blocked the middle of the street for an hour and a half in front of Cottonmouth Restaurant! His 6 piece "Dinner Music Band" the weekend before brought the same results!

And, I guess we're in for a lot more disruption in the coming weeks as Mr. Shiplett has "Concert Music Events" planned for months in advance. Check out his schedule on the following sites:

Go Tonight;
Cottonmouth Soul Food Kitchen

AI Overview
Cottonmouth Restaurant in Bradenton, Fl. hosts live music events with upcoming performances Sept. through Oct.
You can find more details and Purchase Tickets for these and future acts on Bandsintown and Songkick.

Mr. Shiplett told the City in his appeal that he does not charge admission for any music because "'it's all just background music to dine by." The truth is he charges $45 and up for a table, food and drinks not included AND out of the 10 Events listed through Oct. 18th. he is charging admission for 6 of them!!
And that include this Saturday nights bash!

Bandsintown;

Cottonmouth Soul Food Kitchen has a packed schedule for 2025-2026 with performances by top artists, etc, etc, etc. Explore all 19 upcoming concerts, see photos, read previews and buy tickets from official sellers.

Songkick:

Upcoming concerts at Cottonmouth, Sun. Nov.,16th and Feb. 20th, 2026. Buy Tickets Now!

Envisionwise:

Florida Bound Tour, “America Roots Music” at Cottonmouth Sept. 24th.

Ariella & Nicolaas, Facebook;

Tickets for our up coming show at Cottonmouth, Nov. 17th. are on sale now!

995qyk.com;

Tas Cru Band at Cottonmouth, Dec. $th.

I believe that's quite enough for you to see a clear picture of Mr. Shiplett’s Real Business. And the fact that he is only open when he has a music event
scheduled, this past week he was only open Fr. and Sat. 7pm. to 10pm. with music, adds to his intentions. Is there any other restaurant in the City of
Bradenton that is only open 2 or 3 days a week for 2 hrs.??

We have all been told that Mr. Shiplett has been breaking every rule, regulation and code the City has ever since he opened his restaurants here in
the Village of the Arts which is not zoned for what he continues to do despite the police being called every weekend, warnings from Code and a personal visit
from the Mayor himself last Monday night!! Some of us are beginning to wonder if he is being given special treatment while the rest of us are abiding by
those same rules and regulations.

We sincerely hope not and in the meantime invite you to imagine this kind of continued upheaval every weekend in YOUR little neighborhood.
I will close with an additional statement that reflects all of us here. We have no problem with Cottonmouth Restaurant. We love and support All our restaurants
in the Village and highly recommend to our visitors. They add a great mix along with all our other shops and businesses. It is Only Mr. Shiplett’s Music Venues
that are disturbing our peace and braking the law.

As you can see I have spent a serious amount of time composing all the facts of this matter as it is very serious to all of that live and work here. My hope is
that you and the City will take as much time to look into this matter and take it serious too.

Very Respectfully, Zoe Von Averkamp
Business, 1125 12th. St. W.
Home; 1129 12th. st. W
Village go the Arts
941-746-4556

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From: Dawn Collins
To: Robin D. Singer; Kemp Schuessler
Cc: Gene Brown
Subject: [EXTERNAL] CottonMouth Restaurant Music Venue
Date: Monday, September 8, 2025 4:17:45 PM

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Dear City Officials,

My name is Dawn Collins. My husband, Jeff Wheeler, and I live and work in the Village of the Arts, where we own two businesses and make our home. I'm very active in creating and marketing events that bring people into the Village, but I do so in ways that follow the rules and respect the character of this community.

I'm writing to share my concerns about CottonMouth. They claim to be a restaurant with occasional live music, but the reality is very different. Their own social media makes it clear the main focus is music. The food is secondary, and the restaurant isn't even open on a regular basis or on reliable days -- they only seem to operate when there's a concert scheduled. On top of that, I've noticed work being done on the property without any visible permits posted. From what I understand, they may have even received city grant funding for some of this work. As someone who has also been a grant recipient, I know the rules clearly state no work should begin until permits are issued, yet construction has been ongoing there for months.

The problem is that the Village was never meant to be a Concert District. This is a neighborhood where families live, kids are studying, and people need to get up early for work. The music is loud and disruptive, and the police have been called many times. If a business wants to operate as a full-time music venue, it should be on a commercial corridor like 14th Street or 9th Street - not in the middle of a residential neighborhood.

I respectfully ask that the City review how CottonMouth is operating and make sure it stays consistent with the current zoning. Those of us who live and work here have invested in this community for what the Village of the Arts was meant to be, and we don't want to see that compromised just to benefit one business owner. The reality is this affects all of us - our quality of life and even our property values.

Thank you for your time and for considering this matter.

Sincerely,
Dawn Collins and Jeff Wheeler
The Village Mystic, TVM Gallery and Mystic Mines



Dawn and Jeff
The Village Mystic
(941) 744-2424
about.me/TheVillageMystic

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From: Zoe Von Averkamp
To: Robin D. Singer; Kemp Schuessler
Cc: Gene Brown
Subject: [EXTERNAL] Music Events at Cottonmouth Restaurant This Weekend
Date: Friday, September 5, 2025 11:59:34 AM

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Dear City Officials, here is Mr. Shiplett's background " Dinner Music" for Fri. Sept 5th. and Sat. Sept. 6th. Starting at 7pm. each night.

Just Google up Village of the Arts ArtWalk & Market Facebook and you can see photos and info of these 3-4 pieces Bands!

Sincerely with thanks, Zoe Von Averkamp
Resident, Village of the Arts
1129 12th. St. W. Bradenton
941-746-4556

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From: KATHY BLAHNA
To: Robin D. Singer; Kemp Schuessler
Cc: Gene Brown
Subject: [EXTERNAL] Village Of The Arts
Date: Friday, September 5, 2025 9:13:12 PM

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We are long-term residents of the Village of the Arts, purchasing property in 2003 and establishing an art gallery in that year. We have seen many changes during our 22 years living here, some good, some not so good.

It is our understanding there is discussion before the Planning Commission and City Council to rezone our neighborhood, to make the Village an entertainment district. We definitely are **not** in favor of this rezoning. Cottonmouth Soul Food Kitchen appears to be the entity pursuing this endeavor. Having discussed rezoning with realtors and neighbors, we have been made aware that our property values will decrease and there is a likelihood that our taxes will increase. Not something any of us need.

Do you enjoy opening your windows and doors during the cooler months? If you live anywhere near Cottonmouth on an evening they have music and are open, this is not happening. Our home/gallery is approximately equidistant between Cottonmouth and Motorworks on 11th Avenue. We clearly hear the entertainment at Cottonmouth and cannot hear that of Motorworks. Why? Because Mr. Shiplett does not adhere to the sound ordinance. If one entity (Motorworks) must and does obey the sound ordinance, then why doesn't Cottonmouth?

In closing, we ask that rezoning be taken off the table now and in the future. The City of Bradenton established the Village of the Arts for artists, and we are grateful for the facade grants and attention to keep the Village looking good.

Respectfully,
Kathy & Randy Blahna
Left Of Center Gallery

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From: Kemp Schuessler
To: Carrie Price
Subject: Re: [EXTERNAL] Question about Cottonmouth Appeal Process
Date: Friday, September 5, 2025 2:02:14 PM
Attachments: Outlook-wlpykd5t.png

Good afternoon Ms. Price,

Thank you for contacting me and for taking the time to write concerning our City and Cottonmouth Restaurant. As a potential quasi-judicial matter, I am not allowed to discuss outside of any public hearing. I will forward along your correspondence to our planning department for the public record. I appreciate your commitment to the neighborhood and voicing your concern as we continue to work through the process in addressing the matters mentioned.

Best regards,

bradenton
The Friendly City

KEMP F. SCHUESSLER
Ward 3 Councilman

Office: 941-932-9453
Mobile: 941-290-9292
101 Old Main Street, Bradenton, FL 34205
BradentonFL.gov

From: Carrie Price <carrievillage@gmail.com>
Sent: Friday, September 5, 2025 1:33 PM
To: Kemp Schuessler <Kemp.Schuessler@bradentonfl.gov>
Subject: [EXTERNAL] Question about Cottonmouth Appeal Process

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Hello Councilman Schuessler,

I hope this finds you well. I am hoping you can help me. I have reviewed the appeal from the owners of Cottonmouth regarding the special use permit they applied for and were denied.

After considerable review, unfortunately, I don't really understand their latest appeal. I am not clear on what the Planning Commission would be deciding if it goes before them and overall and I just don't understand the process.

Are you available to go over the appeal document with me and explain what different parts of it mean and explain the process? Planning has advised that they can't meet with me until they have gotten more information from the city attorney and I just can't figure out where to direct my energy or what next steps to take.

Thank you,
Carrie Price
941-243-2765
Sent from my iPad

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From: Bonni Brown
To: Robin D. Singer
Subject: [EXTERNAL] Outdoor Music Venue at Cottonmouth Restaurant
Date: Thursday, September 4, 2025 6:38:42 PM

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RE: Outdoor Music Venue
Cottonmouth Southern Soul Food
1114 12th St. W.
Bradenton, FL 34205

Dear Director Singer:

My name is Bonni Brown and I purchased my property at 930 12 St W, in the Village of the Arts, in September 1999. I created and operated a bakery/cafe called Bonni Bakes there from 2000 to 2015. I also built a house behind the bakery and lived there from 2007 to 2015, when I moved back to New York City to be closer to family. I still own the property.

I was involved in the early days of the creation and implementation of the Village of the Arts. My late husband and I were the second people to buy a property there, shortly after Graciela Giles bought the first one. We worked closely with the Mayor and City Council to create zoning regulations for this unique residential community that encouraged and allowed artistically creative people to live and operate their business out of these small houses. Initially the artists represented a small minority of the 275+ properties within the rezoned multi-block Overlay District, so we were especially sensitive to the needs of our residential neighbors.

There was a list of the types of "quiet" businesses that were allowed. I remember someone wanted to open a dog grooming business. After some consideration they were turned down because of the likelihood that barking dogs would be annoying to neighbors. During Art Walks some galleries had live musicians playing on their porches. No amplifiers were allowed, and it was frequently a single person singing along with their acoustic guitar. Over the years some galleries and restaurants occasionally offered live music but it was played indoors at reasonable levels.

I lived down 10th Ave W from Motorworks when they first opened and had amplified bands playing in their adjacent garden. My bedroom window faced 10th Ave W and there was no way to muffle the blaring sound for hours on weekend nights. My dog used to cower under the bed. That problem was the result of the 9th St commercial "Entertainment Zone" butting up against the residential Village of the Arts. Sometimes during a Village community event we had outdoor music, but that was after getting any necessary City permits and was only for one night.

Ongoing outdoor music venues have never been allowed in the Village. It doesn't fit in a residential neighborhood. Cottonmouth presents musical groups that play on a makeshift stage in their open back garden. It isn't an occasional thing, they even advertise as "Bradenton Florida's music venue".** We are zoned T4-R which is defined as "intended to maintain primarily residential character, supporting a compact, traditional street grid with small building footprints and limited commercial intrusion." This noise is definitely *not limited* and is certainly *intrusive* to the many neighbors within earshot who deserve some peace and quiet in their own homes.

Respectfully yours,

Bonni Brown

bonnibakes@gmail.com

** quoted in the 9/4/25 Bradenton Times Weekend Sounds
https://thebradentontimes.com/stories/kat-riggins-at-cottonmouth-southern-soul-kitchen,76139?newsletter=158384

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From: Kemp Schuessler
To: G W Tenery
Subject: Re: [EXTERNAL] Cottonmouth Restaurant Planning Department Review
Date: Thursday, September 4, 2025 4:37:29 PM
Attachments: Outlook-ogeoysyl.png

Mr. Tenery,

Thank you for contacting me and for taking the time to write concerning our City and Cottonmouth Restaurant. As a potential quasi-judicial matter, I am not allowed to discuss outside of any public hearing, but I appreciate your commitment to the neighborhood and voicing your concern as we continue to work through the process in addressing the matters mentioned.

Best regards,

bradenton
The Friendly City

KEMP F. SCHUESSLER
Ward 3 Councilman
Office: 941-932-9453
Mobile: 941-290-9292
101 Old Main Street, Bradenton, FL 34205
BradentonFL.gov

From: G W Tenery <gwtenery@gmail.com>
Sent: Wednesday, September 3, 2025 1:49 PM
To: Robin D. Singer <Robin.Singer@bradentonFL.gov>; Kemp Schuessler <Kemp.Schuessler@bradentonfl.gov>
Subject: [EXTERNAL] Cottonmouth Restaurant Planning Department Review

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Gene Tenery
1115 13th Street West
Bradenton, FL 34205

September 3, 2025

Re: Cottonmouth Restaurant Music

To:

Planning Department
Robin.Singer@bradentonfl.gov

City of Bradenton Council Member
kemp.schuessler@bradentonfl.gov

Dear Sir and Madam:

My name is Gene Tenery and reside at 1115 13th Street West in the Village of the Arts and I would like to submit my statement concerning Cottonmouth Restaurant's Music Events and possibly increasing that space into a Musical Event Space.

First, I'd like to say that Dave Shiplett is generally a decent, hardworking person who works long hours. He has a successful restaurant and says that the restaurant is his primary business where he makes his living and music is just an aside.

When Cottonmount has its music events, some weeks from Thursday to Sunday, four musical events, we can hear the music from inside our home, even with closed windows. Depending upon the band playing on a particular night, the volume can fluctuate from mild to loud, sometimes really loud. During the cooler months when our windows are open, we cannot quietly enjoy even watching television so we have to close the windows.

Our home has its backyard located approximately 200 feet to the backyard of Cottonmouth Restaurant. Our home is a cement block building with newer hurricane windows, very thick and heavy which blocks out most neighborhood noise. We still hear Cottonmouth's music.

I've not said anything previously about the music (noise) levels but I feel that residents rights are not being considered by the City and this has to be addressed. Almost all of the residents around the area that are affected, predate Cottonmouth and its increase of musical entertainment. The former restaurant, Arts & Eats, had almost all of their music … inside of the restaurant.

We bought into the Village of the Arts fourteen years ago because of the

Live/Work zoning. I'm pretty sure that Live/Work businesses do have some limitations on what types of business that can be conducted and what impact that activity can have on a neighborhood. I don't believe there are other Live/Work businesses that have any noise complaints like Cottonmouth and, at some point music can become disagreeable noise.

I'm sure that there will be many non-residents that will submit statements in favor of the music at Cottonmouth or even expansion of a musical venue in the future but, they don't live here, this is not their neighborhood. Tax paying residents' comments should hold more weight than non-residents, whose only concern is entertainment.

I have to ask again, where do Cottonmouth's rights as a business supersede resident rights who wish nothing more than to enjoy a quiet and peaceful environment in our neighborhood and in our homes?

Thank you,
Gene Tenery

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From: C Wizner
To: Robin D. Singer
Cc: Kemp Schuessler
Subject: [EXTERNAL] Cottonmouth Appeal Response
Date: Wednesday, September 3, 2025 4:46:33 PM

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Dear Ms. Singer,

I am Claudia Wizner, living at 1115 13th St W, behind Cottonmouth Southern Soul Kitchen. I request that you deny Cottonmouth's recent status change appeal.

Before the opening of Cottonmouth Southern Soul Kitchen, the location was occupied by Arts and Eats, a neighborhood restaurant with posted hours, regular customers, and music typically performed indoors for diners. Outdoor loud band performances were not held in the rear courtyard. Since Cottonmouth began operations, the establishment has transitioned toward hosting frequent music events, with scheduled performances taking place in the rear courtyard and outdoor seating appearing to be the primary arrangement.

Cottonmouth holds outdoor music events up to 4 times weekly, and the noise is easily heard at my property behind the venue. The sound is often so loud that we can't use our backyard and sometimes must close our windows when we are indoors.

Cottonmouth’s musical events draw more patrons than the previous restaurant, causing crowded street parking throughout the neighborhood. When events end late at night, large groups leave all at once, making noticeable noise as they walk, talk loudly, open and slam car doors, and drive off—far more disruptive than regular restaurant traffic, which is quieter and spread out over time.

Rejecting this appeal is necessary, as acceptance would lower nearby property values due to noise and disrupt residents' quiet enjoyment of their homes.

Respectfully,
Claudia Wizner
1115 13th St W
Bradenton

Photos and videos of the stage area and rear courtyard, and recent performances are available on both the Facebook page and Google and are clear evidence that the focus is on the music performance.

Cottonmouth Facebook Page

https://www.facebook.com/cottonmouthSOUL

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From: Nellie King
To: Robin D. Singer
Cc: Kemp Schuessler; Gene Brown; carrievillage@gmail.com
Subject: [EXTERNAL] Cottonmouth Southern Soul Food "restaurant"
Date: Tuesday, September 2, 2025 2:55:23 PM

You don't often get email from nellie@rockystermite.com. Learn why this is important

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

Good afternoon,

I am writing to express my concerns regarding the music at Cottonmouth. As the homeowner at 1207 11th Ave W and a resident of the Village of the Arts since 2017, I have resided on both sides of this establishment. During this time, the level of noise has been excessive, and it has functioned as an outdoor music venue for some time. I believe it is time for a change. The Village of the Arts is valued for its diverse lifestyle and the live-work environment it offers. Although I no longer operate a gallery, I work from home and am present here consistently. Please find my statement below regarding the restaurant/venue. I appreciate your consideration in restoring the noise level to a more acceptable standard, as it was in previous years.

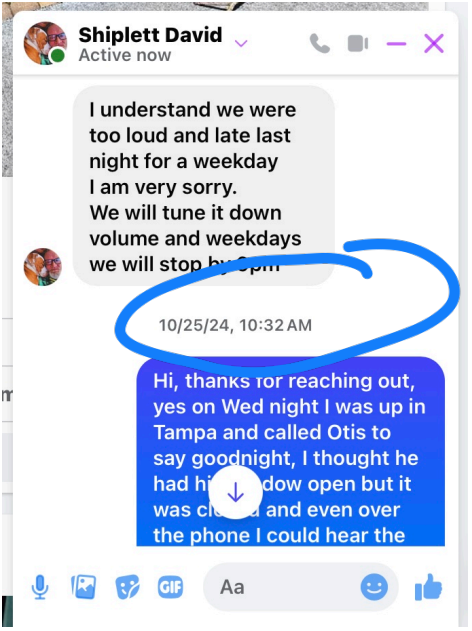
The establishment, Cottonmouth Southern Soul Food, asserts its primary function as a restaurant, with musical performances serving as incidental ambiance rather than the focal point of the business. They claim to have discontinued ticket sales or charges for entertainment and state that they do not possess a stage. While ticket sales may have ceased, I recommend examining individual checks for any indication of a "music fee" or "band charge." Regardless, this venue, which serves food, consistently highlights bands over culinary offerings. Despite the absence of a stage, they have historically hosted large concert-type bands. The venue's capacity is estimated at approximately 80 individuals when densely occupied. Music exceeding 70 decibels is unnecessary if the intent is to provide ambiance. The noise level currently precludes me from utilizing my backyard during their operating hours, effectively rendering it unusable unless I wish to listen to their music and staff conversations. It is worth noting that more than 100 outdoor concerts have been held since the venue's opening.

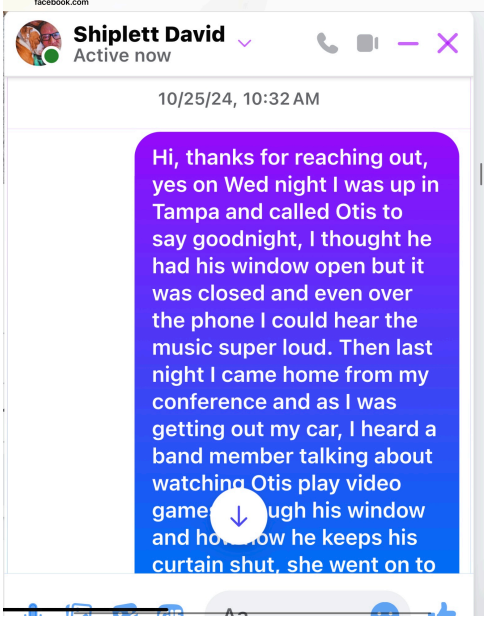
In contrast, the previous restaurant at this location, Arts and Eats, primarily featured indoor entertainment. On occasion, they hosted a band outdoors, which was barely audible, contributing to a pleasant ambiance. The village already experiences limited parking. Introducing a concert venue with loud bands would attract disruptive individuals and exacerbate traffic congestion. The increase in traffic and noise is especially troublesome for nearby residents. I do not object to the presence of music; however, I propose that all performances maintain a lower volume, audible exclusively within the venue.

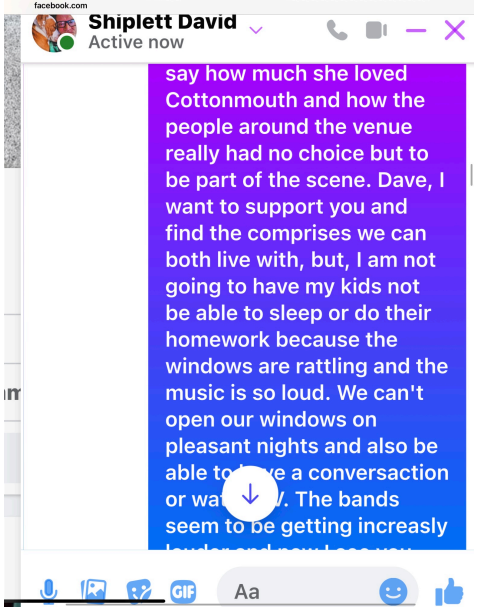


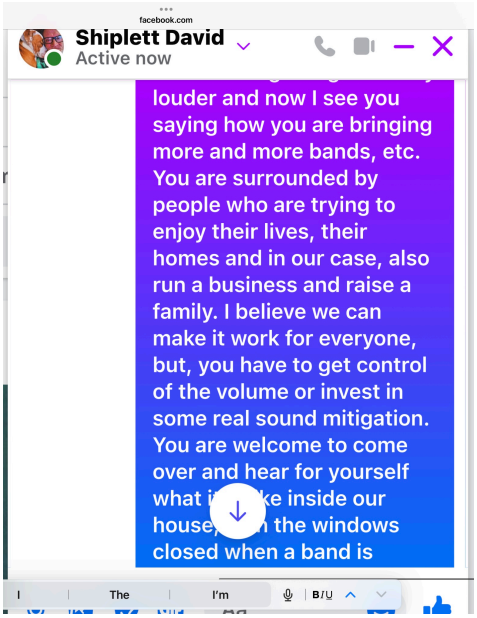
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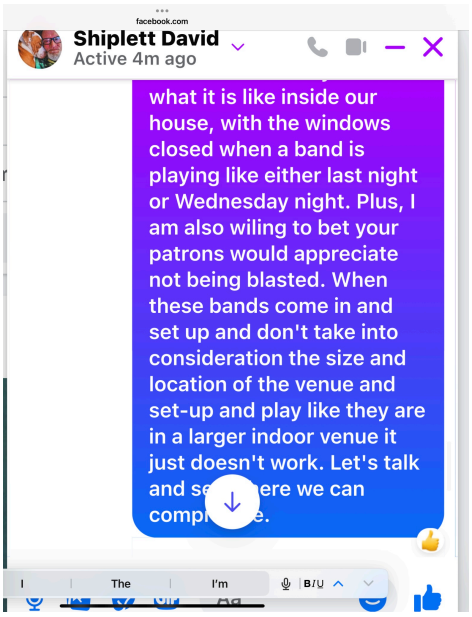
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Shiplett David
Active now
I understand we were too loud and late last night for a weekday I am very sorry. We will tune it down volume and weekdays we will stop by 9pm
10/25/24, 10:32 AM
Hi, thanks for reaching out, yes on Wed night I was up in Tampa and called Otis to say goodnight, I thought he had h dow open but it was cl and even over the phone I could hear the
Aa


facebook.com
Shiplett David
Active now
10/25/24, 10:32 AM
Hi, thanks for reaching out, yes on Wed night I was up in Tampa and called Otis to say goodnight, I thought he had his window open but it was closed and even over the phone I could hear the music super loud. Then last night I came home from my conference and as I was getting out my car, I heard a band member talking about watching Otis play video game ugh his window and ho w he keeps his curtain shut, she went on to


facebook.com
Shiplett David
Active now
say how much she loved Cottonmouth and how the people around the venue really had no choice but to be part of the scene. Dave, I want to support you and find the comprises we can both live with, but, I am not going to have my kids not be able to sleep or do their homework because the windows are rattling and the music is so loud. We can't open our windows on pleasant nights and also be able to e a conversaction or wa . The bands seem to be getting increasly
Aa


facebook.com
Shiplett David
Active now
louder and now I see you saying how you are bringing more and more bands, etc. You are surrounded by people who are trying to enjoy their lives, their homes and in our case, also run a business and raise a family. I believe we can make it work for everyone, but, you have to get control of the volume or invest in some real sound mitigation. You are welcome to come over and hear for yourself what i e inside our house, the windows closed when a band is
The
I'm


facebook.com
Shiplett David
Active 4m ago
what it is like inside our house, with the windows closed when a band is playing like either last night or Wednesday night. Plus, I am also wiling to bet your patrons would appreciate not being blasted. When these bands come in and set up and don't take into consideration the size and location of the venue and set-up and play like they are in a larger indoor venue it just doesn't work. Let's talk and s ere we can comp e.
The
I'm

From: Carrie Price
To: Robin D. Singer
Cc: Greg DeLong
Subject: Re: [EXTERNAL] Cottonmouth Check-In and Clarifying Info from Preston Whaley meeting with Police/Code
Date: Friday, August 29, 2025 1:28:41 PM

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

Hello,

Ok, thank you. Also, just a few more questions:

1. In the T4-R, according the chart I have, it says cafe/sidewalk cafe, less than 20 seats can be considered. I realize that Cottonmouth bypassed the Development Review Process, but, it seems like at some point, some type of review and some guardrails need to be put in place, just for the actual restaurant. I see on both the Village Patio and the older BirdRock review sheets that both are asked to supply an occupant load.

Until recently, Cottonmouth advertised itself as an 80-seat ticketed music venue. I realize they are no longer identifying as such, but, is there any limit to how many seats they can have as a restaurant? It seems silly to have a "less than 20 seat" restaurant that has an additional 80 seats out back. They have one bathroom, one disability parking spot and are located in a heavily residential area. I would feel more comfortable, no matter what the outcome, if there are very clear guidelines, that we are all aware of. Do you anticipate any retroactive review for the actual restaurant?

2. I noticed on the Village Patio Review sheet that they were advised if their alcohol sales exceeded 51%, they would need a lounge permit. Would that also apply to Cottonmouth? What process is used to verify the food and alcohol sales to make that determination? Is that by the hour or just overall sales over a period of time?

3. Could you please tell me exactly how planning and zoning defines "incidental music"? I see a variety of definitions from the state and ATB, but, how are we defining it here? I see the applicant is defining what they do as that, but, I can't find a clear definition.

4. They describe their music offerings as occasional, how is that defined? One time per week? Nine times per week? Up to the them?

5. What is an accessory activity? How does that apply here?

6. In the photos submitted with their applications, I don't see a single plate of food on any of the tables, I mainly see beer. I am not sure what these photos are supposed to highlight. I do see the speakers pointing at my house. Also, none of these photos highlight the outdoor, rain or shine structures frequently promoted to share that the bands will be playing regardless of weather, nor do they show the 4-7 piece bands that make up most of the concerts they used to have, back a few weeks ago, when they were an 80-seat ticketed concert venue. When you look at these photos, what information in them do you see that supports their appeal?

Thank you in advance for your answers here. I have a lot more questions. It would help me greatly if I could just sit down with someone in person and bring my list of question and knock them out that way. Is that possible?

Thank you,
Carrie Price

Sent from my iPad

> On Aug 29, 2025, at 11:37 AM, Robin D. Singer <Robin.Singer@bradentonfl.gov> wrote:
>
> You can send complaints to me. I'll let you know more about the processing on the petition when it is decided. Since time is limited at public hearings, you may want to consolidate your concerns and complaints in a written document to distribute to the board that is deciding the case.
>
> <image001.png>
>
> **From:** Carrie Price <carriepricewhaley@icloud.com>
> **Sent:** Friday, August 29, 2025 10:33 AM
> **To:** Robin D. Singer <Robin.Singer@bradentonFL.gov>
> **Subject:** Re: [EXTERNAL] Cottonmouth Check-In and Clarifying Info from Preston Whaley meeting with Police/Code
>
> **[EXTERNAL EMAIL]** This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.
>
> Hello Ms. Singer,
>
> Thank you for this information. I understand you are confirming this process with the City Attorney and will know more next week.
>
> We have a lot of information, videos, text, and emails between us and Mr. Shiplett and Ms. Hernandez that contradict some of the information in the application. Obviously, anyone can go look at Cottonmouth's Facebook page and see a very different reality in how they market themselves, the amount of music they have and the role live music plays in the overall business. In one week in April, they had 9 live music events. I have a lot of other concerns and questions that I would like to discuss in person.
>
> In addition, many other neighbors are ready to chime in should they send

their concerns to you?

We tried to work with Mr. Shiplett for over a year, and we were just about to start this process when we found out Ms. Hernandez bought the property. We met with her right away and discussed the issue. She vowed to fix it, gave us a decibel reader, and asked us to text her and Mr. Shiplett when the music was too loud. We did that and included videos. The volume never decreased. We notified them in person, email, and via text that we were going to start using code enforcement to solve the problem and gave them an additional month to do something. They did nothing. We waited for 2 months for the police to come up with a working decibel reader, which has only worked 3 times during this entire process. They rented the space for an event that attracted over 100 people on August 1, that received 2 noise citations. That was like 3 weeks ago!

Please let me know when I can meet with someone.

Thank you,
Carrie Price
941-243-2765

Sent from my iPad

> On Aug 29, 2025, at 9:40 AM, Robin D. Singer <Robin.Singer@bradentonfl.gov> wrote:
>
> Ms. Price,
>
> We have received an application for appeal, which is attached here. We are confirming the process with the City Attorney and should know more next week.
>
> We are looking into their operations and the extent to which they can charge or ask for donations. That is something that should be determined in the appeal process.
>
> <image001.png>
>
> ---
>
> **From:** Carrie Price <carriepricewhaley@icloud.com>
> **Sent:** Wednesday, August 27, 2025 1:27 PM
> **To:** Greg DeLong <Greg.Delong@bradentonfl.gov>; Robin D. Singer <Robin.Singer@bradentonFL.gov>
> **Subject:** [EXTERNAL] Cottonmouth Check-In and Clarifying Info from Preston Whaley meeting with Police/Code

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Hello Mr. Delong and Ms. Singer,

I hope this email finds you well. I am writing to inquire about the status of the appeal filed for the PCD director's decision to deny the special use permit for Cottonmouth, 1114 12th St. West.

I also wanted to clarify some information shared with my husband this morning by Captain Theirs and Mr. Reiss. My husband, Preston Whaley, was told one of the things being considered now is whether or not Cottonmouth is a restaurant, a music venue/event space, or both. One possibility would be that they are defined as a restaurant that has a little outdoor music, so they can carry on. In lieu of selling tickets, they can take donations?

I wanted to make sure everyone has reviewed the two CRA applications submitted by Cottonmouth on April 11, 2025. Both of these documents express a clear use of the property as both a music venue and event space. The documents refer to "expanding entertainment space", "live music venue", and the phrase, "will allow Cottonmouth to host frequent live entertainment".

I would like to know more about where we are in the process and understand what is going on. I would like to request an in-person meeting so I can bring a list of questions and sort some things out.

Thank you,
Carrie Price

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Sent from my iPad
<Cottonmouth_Appeal_Package_Submitted (1).pdf>
<Accela Automation.pdf>

From: Carrie Price
To: Robin D. Singer; Rob Perry
Subject: [EXTERNAL] Zoning Compliance Inquiry and Use Determination Request – 1114 12th Street West, Bradenton, FL 34205
Date: Thursday, June 26, 2025 9:15:04 PM

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

Dear Planning & Zoning Officials:

I am a neighboring property owner residing at 1122 12th Street West, Bradenton, Florida 34205, and I am writing to formally request a zoning compliance investigation and use determination for the adjacent property located at 1114 12th Street West, Bradenton, Florida 34205, Parcel ID 4367700004.

It is my understanding that a business has been operating at this location under the name Cottonmouth Southern Soul Kitchen, and there is reason to believe the use may not conform to the zoning regulations currently applicable to that parcel. I am concerned that the use was either:

- Not formally reviewed or approved by the City prior to opening;
- Has expanded beyond what was originally permitted;
- Or now represents an unallowable or nonconforming use under the City's zoning code.

Accordingly, I respectfully request the following:

1. The current zoning designation for 1114 12th Street West;
2. A summary of the permitted uses and conditional uses in that zoning district;
3. Any documentation showing City review, approval, or permitting of the current business use, including but not limited to Certificates of Occupancy, Business Tax Receipts, land use approvals, zoning verification letters, or variances;
4. Whether the current use is considered legally conforming, legally nonconforming, or an unpermitted use;
5. Whether any violations, complaints, or enforcement actions have been initiated or are

under review for the property;

6. Whether the City has conducted or intends to conduct a zoning compliance evaluation in light of recent concerns.

As a resident directly impacted by the use of the property and its compatibility with the surrounding neighborhood, I respectfully request a formal written response within a reasonable time period. I would also welcome the opportunity to speak with a member of the Planning Department if additional context or clarification is needed.

Please inform me of any fees associated with this inquiry or if this request must be directed to another department or submitted under the Florida Public Records Act.

Thank you for your attention to this important matter.

Sincerely,

Carrie Price

Property Owner, 1122 12th Street West

941-243-2765

Sent from my iPad

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From: Zoe Von Averkamp
To: Robin D. Singer; Kemp Schuessler; Greg DeLong
Cc: Gene Brown
Subject: [EXTERNAL] Cottonmouth Music Events Oct. 17--18!!
Date: Monday, October 13, 2025 9:53:35 PM

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Attention City Officials, You might want to ask Dave Shiplett at the meeting Wednesday about his upcoming Weekend Music Lineup……..
Ad Currently Featured on: Cottonmouth Soul Food Restaurant Facebook Page.

Friday, Oct. 17th. 8pm. Cost: $20 advanced $25 at the Door
The Steepwater 4 pc. Band
“The Band has built a reputation for electrifying live performances and a catalog of dynamic guitar driven songs”

Saturday, Oct. 18th, 6pm. Tickets Available
The Wandering Hours 5pc. Band

“Thank Me Later!”
We keep bringing you the Best in the Blues World.

Hopefully this is my Last letter to all of you regarding Mr. Shiplett’s continuing Large Outdoor Music Concerts! [Now taking place in his Front Driveway!!!]

Sincerely, Zoe Vo Averkamp
1124 12th. St. W.
1129 12th. St. W.
941-746-4556

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From: Michael Zucker
To: Robin D. Singer
Subject: [EXTERNAL] Cottonmounth Restaurant -Appeal of PCD Determination & Red Tag Enforcement
Date: Monday, October 13, 2025 8:02:41 PM

You don't often get email from mzucker1954@gmail.com. Learn why this is important

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

Dear Ms Singer,

I am writing to voice my observations and concerns relating to the appeal filed by the owners of Cottonmouth. I live at 1103 12th St W, on the corner of 12th St W and 11th Ave W, diagonally across from the restaurant. I've owned the house since 2016. During the restaurant's previous incarnation as Arts and Eats there was never an issue with noise or street parking. The backyard was occasionally used for dining events, sometimes with music. When Cottonmouth first opened there was the occasional musical event. As time passed the number of events increased up to three or four times a week. Cover charges were implemented, and from what I've heard lately, this has been replaced by a donation. The noise levels increased depending on the band. I'm fortunate because of the placement of my house, and that my impact windows and stucco interior walls decrease the noise level considerably. A number of my neighbors are not so lucky being adjacent to the entertainment area to support them. During dining only days the restaurant is lightly patronized. It is my observation that the restaurant does not thrive without musical events. I believe patronage of the restaurant is primarily from outside the village based on the number of vehicles.

Parking during events has also become an issue. Cars often fill 12th St W and 11th Ave W for a number of blocks in either direction. It was because of this that parking became problematic for me and I invested in off street parking at a personal expense of over $5,000. Cars often park up to and into crosswalks during musical events. I've never observed any law enforcement action on these vehicles. I believe the city parking laws require 20 or 30 foot from stop signs, crosswalks and fire hydrants. These rules are not observed. Vision, especially in the evening, is impaired for both drivers and pedestrians when cars are parked as such, creating a dangerous environment at the intersections.

This situation is unfortunate as I understand a number of the neighbors have approached Dave over the years regarding sound levels and frequency.

Respectfully,

Michael P Zucker
1103 12th St W
Bradenton, Fl 34205

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From: Planning
To: Robin D. Singer; Planning
Subject: FW: [EXTERNAL] Attn Director: Please Allow Cottonmouth to have Live Music
Date: Monday, October 13, 2025 8:45:00 AM
Attachments: image001.png



From: Susie Gotay <magicalsavannah@yahoo.com>
Sent: Saturday, October 11, 2025 3:18 PM
To: Planning <Planning@cityofbradenton.com>
Subject: [EXTERNAL] Attn Director: Please Allow Cottonmouth to have Live Music

You don't often get email from magicalsavannah@yahoo.com. Learn why this is important

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

Dear Director,

I received a letter about the public hearing for Cottonmouth & wish to express how I feel since I cannot be present at the City Council Chambers. I am absolutely saddened to find out that they may have to shut down their live music. I live right next to Cottonmouth at 1110 12th St W & I truly feel the venue is an asset to our community. It's a nice neighborhood spot for people (many whom are elderly) can easily walk to if they don't drive- to connect with friends, have a bite to eat, enjoy some good music. Being right next door, I witness the joy it brings them.

The owners are the nicest neighbors one could ask for, and the staff are all super friendly as well. I find them to be very considerate, in that they have asked me on occasion if I find the music too loud (in which I have always replied "No I do not". Besides, they only have music for a couple of hours in the evening, 5-7 pm or 7-9 pm, usually less than half the week. It's always wrapped up early & the clientele are never unruly in any sort of way. I actually wouldn't mind it if it had live music everyday.

I am soon opening up an art gallery here & I believe Cottonmouth would draw in patrons for my gallery as well as the other businesses on the block. It is good to have all different businesses in the Village of the Arts- even more reason for people to

come here. This business enhances our own businesses, bringing patrons our way even when there isn't an art walk. Cottonmouth is playing a part in keeping Village of the Arts alive & thriving!

Cottonmouth also adds some good character to the village, with its cute cafe feel, pretty Led lights twinkling in the evening. I am truly proud to have this cute little venue next door & feel it goes hand in hand with the other businesses and the artsy vibe.

Music is an art form & should be welcomed in Village of the Arts.
The closing of this music venue would make many of us really sad- please do allow Cottonmouth to have its live music, it is a beloved neighborhood spot!

Thank you for your consideration,

Susan Nichols
1110 12th St W
Bradenton FL 34205

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From: Planning
To: Robin D. Singer; Planning
Subject: FW: [EXTERNAL] Cottonmouth
Date: Monday, October 13, 2025 8:45:02 AM

-----Original Message-----
From: Reenie <mgebgold@gmail.com>
Sent: Friday, October 10, 2025 4:41 PM
To: Planning <Planning@cityofbradenton.com>
Subject: [EXTERNAL] Cottonmouth

[You don't often get email from mgebgold@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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Dear Planning Board,
I am writing to support the continuation of music at the Cottonmouth restaurant.

I understand the concerns of neighbors and others being close to a popular restaurant. I live in downtown Sarasota very close to such a place. The music at Cottonmouth is over around 9pm and likely could be adjusted to have smaller groups of musicians. VOTA is a draw for its diverse offerings of galleries, craft shops, wellness etc. When we go to Cottonmouth (quite frequently) we walk the shops, galleries etc before we eat any enjoy the music. Please consider saving music at VOTA and keeping people visiting all the Village has to offer.

Thank you for your time.
Maureen Gebhardt.
Sent from my iPhone

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From: Planning
To: Robin D. Singer; Planning
Subject: FW: [EXTERNAL] Cottonmouth Appeal PLN-APL-25-0001
Date: Wednesday, October 15, 2025 7:19:49 AM
Attachments: image001.png



From: Maryann Lawler Garcia <maryannkatrina@gmail.com>
Sent: Tuesday, October 14, 2025 6:43 PM
To: Planning <Planning@cityofbradenton.com>
Subject: [EXTERNAL] Cottonmouth Appeal PLN-APL-25-0001

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To the Planning Commission ahead of the decision on Cottonmouth Appeal PLN-APL-25-0001

I'm writing today to express my support for Dave Shiplett. Dave is a creative. He has passion and talent. Dave deserves our support.
Specifically today, I ask you to support Cottonmouth in the Village of the Arts in their appeal.
Over twenty-five years ago, when the Village of the Arts was only an idea, only a whisper; the City partnered with the Artists Guild and local residents to establish a neighborhood supporting the arts. A place where Artists could live and work and create. In turn, the City would help address downtown blight and allow owners to take pride in fixing up their homes. The original idea of the overlay was to cut through the red tape and allow a mixed use zoning. Clearly over the last 25 years things have changed. I have been selling local real estate for nearly 24 years and have sold many properties in the Village over my career. I have experienced first hand the modifications to the overlay verbiage and sometimes wavering City support. It is frustrating. As a business person I have worked to navigate the regulations and help foster positive sales to keep the Village moving forward. Most recently, I represented the seller of 1110 12th St W (just to the North of Cottonmouth) and the buyer fell in love with our Village neighborhood for who we are, for the Kava bar and for music

next door at Cottonmouth. As a supporter of the arts, it has sometimes been discouraging; but when I walk through the Village as a patron, I am in awe of just how special our little neighborhood is. The bright colors, the artsy decor, the welcoming atmosphere.. it's magical!
As a lifelong resident of the City of Bradenton, my parents, Ruth and John Lawler, always encouraged local community involvement. My Dad was chair of the Manatee County Cultural Alliance for several years (most of you have never heard of MCCA). He was personal friends with many artists, including Herbie Rose (our unofficial “Village Founder”). My Dad was also an incredible musician, so this particular issue hits way too close to my heart. We had workshops and vision sessions so many times where the issue remained - having a vibrant, friendly downtown. Art is vibrant! Music is vibrant!
We have a golden opportunity to preserve our eclectic, all-welcoming Village of the Arts. We have to look forward to the next 25 years. We can't have a thriving Village without allowing creativity. I have personally had dinner at Cottonmouth numerous times and the unique environment, soul food, and world-renowned musicians, is a one of a kind experience. To think that a few angry neighbors aim to stifle Dave's vision makes me sad; but to think that the City could go along with this nonsense is even more egregious.
The Village of the Arts needs our City's support, and the City needs the Village creativity. Please stand up for our Village. Please grant Cottonmouth's appeal.

Thank you,

Maryann

Maryann Lawler Garcia
1608 28th Street West
Bradenton, FL 34205
941-587-4623

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From: Planning
To: Robin D. Singer; Planning
Subject: FW: [EXTERNAL] Cottonmouth Soul Kitchen Music Venue
Date: Tuesday, October 14, 2025 7:18:10 AM
Attachments: image001.png

Gregory J. DeLong
Assistant Director of
Planning & Community Development
Office Phone (941) 932-9403
Mobile Phone (941) 290-9347
101 Old Main Street, Bradenton, FL 34205
BradentonFL.gov

From: Marilyn Woelk <marilyn.woelk@gmail.com>
Sent: Monday, October 13, 2025 5:52 PM
To: Planning <Planning@cityofbradenton.com>
Subject: [EXTERNAL] Cottonmouth Soul Kitchen Music Venue

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Dear Planning Board Members,

I support Cottonmouth as a music venue. This venue can help keep Bradenton on the map of destinations. I am a native of Bradenton but now live in NY and try to visit Cottonmouth each time I'm in town (which is several times per year).

Please tell me that continuing that great music isn't even a question. It isn't just the soul of the Village of the Arts, it's the soul of the town and a highlight in the region, attracting national artists and guests. Please preserve it.

Thanks,

Marilyn Moseley Woelk

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From: Planning
To: Robin D. Singer; Planning
Subject: FW: [EXTERNAL] Final Order PLN-APL-25-0001 CottonMouth Southern Soul Kitchen
Date: Monday, October 13, 2025 8:45:05 AM

-----Original Message-----
From: Paul E. Benjamin <benjaminproductions1953@gmail.com>
Sent: Friday, October 10, 2025 3:43 PM
To: Planning <Planning@cityofbradenton.com>
Subject: [EXTERNAL] Final Order PLN-APL-25-0001 CottonMouth Southern Soul Kitchen

[You don't often get email from benjaminproductions1953@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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

Music is a major part of the Arts. I do live in Maine, but I also put on three Blues Music Festivals in Florida. I also attend many shows in Florida when I am there. My wife and I spend part of December, all of January, and most of February. We attend many shows, and one of the best is Cotton Mouth Southern Soul Kitchen. It would be a big mistake to take away the Soul of the Village of the Arts. Music is a big part of what makes the Village of the Arts special. Some hard-working people work there, and to take their livelihood away from them is wrong. The artist who perform there would lose that venue and would take much-needed income from their family. What you are doing is creating a hardship for hundreds of families. You will also be going away from what the Village of the Arts stands for. THE ARTS . Just think of all the people
(tourists) that come to Florida and go there for the music. Cottonmouth has a great reputation that it has earned with quality shows for many years. It would be a shame to take that away from all of us. Thank you

Paul

--
Paul E Benjamin
70 Lake Ave Rockland, ME 04841
207-691-0825
benjaminproductions1953@gmail.com
https://gcc02.safelinks.protection.outlook.com/?
url=http%3A%2F%2Fwww.northatlantichluesfestival.com%2F&data=05%7C02%7CRobin.Singer%40bradentonFL.gov%7Cc6a46560002fb40c5864c08de0a5654e4%7C3c5e0d155ecfb420aad333d75a1c59e0dc%7C0%7C0%7C638959563051854133%7CUnknown%7CTWFpbGZsb3dfdHlwIjoiTWFpbCIsInZlcnNpb24iOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsInlyIjoiMjAyNSIsIkFOIjoiMjAyNSIsIkFOIjoiMjAyNSIsIkFO

From: Planning
To: Robin D. Singer; Planning
Subject: FW: [EXTERNAL] Public Comment – Cottonmouth Appeal (PLN-APL-25-0001)
Date: Tuesday, October 14, 2025 3:35:37 PM

-----Original Message-----
From: Bryan Swetich <bryanswetich@gmail.com>
Sent: Tuesday, October 14, 2025 3:20 PM
To: Planning <Planning@cityofbradenton.com>
Subject: [EXTERNAL] Public Comment – Cottonmouth Appeal (PLN-APL-25-0001)

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

Dear Council,

My name is Bryan Swetich and I am a resident of Bradenton, FL.

As a supporter of public arts and live music, I urge you to allow Cottonmouth Southern Soul Kitchen and other venues in the Village of the Arts to continue bringing music to our community while the zoning is being reviewed and updated. These spaces foster creativity, connection, and diversity — values that strengthen our city's identity and vitality. Music is not just entertainment; it is a form of artistic expression protected under the First Amendment, and it deserves the same respect as any other medium of free speech. By supporting venues like Cottonmouth, you're not only upholding constitutional rights but also investing in the spirit and character of our community.

Thank you for your time and consideration.

Bryan Swetich

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From: Planning
To: Robin D. Singer; Planning
Subject: FW: [EXTERNAL] Public Comment – Cottonmouth Appeal (PLN-APL-25-0001)
Date: Tuesday, October 14, 2025 3:36:02 PM
Attachments: VOTA public comment.pdf
image001.png

Also an attachment.

Gregory J. DeLong
Assistant Director of
Planning & Community Development
Office Phone (941) 932-9403
Mobile Phone (941) 290-9347
101 Old Main Street, Bradenton, FL 34205
BradentonFL.gov

From: Dawn Spinella <dawnspinella@gmail.com>
Sent: Tuesday, October 14, 2025 3:24 PM
To: Planning <Planning@cityofbradenton.com>
Subject: [EXTERNAL] Public Comment – Cottonmouth Appeal (PLN-APL-25-0001)

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This letter is also attached as a pdf.

Dawn Spinella
1111 14th Ave. W
Bradenton, FL 34205

October 14, 2025

City of Bradenton
Planning & Zoning Department
101 Old Main Street
Bradenton, FL 34205

Re: Public Comment - Cottonmouth Appeal (PLN-APL-25-0001)
Support for Live Music at Cottonmouth Southern Soul Kitchen and the Village of the Arts

Dear City Council and Planning Department,
As a homeowner and future business investor in the Village of the Arts, I've come to

appreciate
what makes this district special. It's not just the colorful houses or the creative spirit—it's the life
that hums through its streets when art, food, and music come together.
On any given evening, when Cottonmouth Southern Soul Kitchen hosts live music, something
remarkable happens. People gather. They laugh, dine, and wander through nearby galleries and
shops. They connect—not just with each other, but with the very soul of this community.
Cottonmouth doesn't just serve food; it nourishes the spirit of the Village. It does so responsibly,
respectfully, and with a deep understanding of what this neighborhood was built to represent: a
celebration of the arts, diversity, and small business vitality.
I respectfully urge the City of Bradenton to allow Cottonmouth to continue hosting live music
without interruption while zoning in the Village is reviewed or updated. To silence the music now
would be to silence the heart of what makes the Village of the Arts thrive. The energy that draws
visitors, supports local businesses, and sustains the creative culture here is not something that
can be legislated—it must be nurtured.
As a filmmaker and artist, I've seen how culture can transform a place. The Village of the Arts is
not just a neighborhood; it's an idea—a living, breathing example of how creativity can rebuild
community. To restrict the very expression that fuels that idea would be to dismantle the
progress this city has so proudly fostered.
I ask the City to stand for continuity and common sense. Let the music play as we move
together toward a zoning alignment that reflects the City's vision—a Bradenton that honors its
artists, welcomes innovation, and understands that great communities, like great songs, are
built on harmony.
Thank you for your attention and for your continued stewardship of a city that values culture,
collaboration, and creativity.

With respect and optimism,
Dawn Spinella
Homeowner & Artist, Village of the Arts
dawnspinella@gmail.com

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Writer - Director - Producer
www.IndieFilmArts.com
707.418.8116

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IG: @dspinellafilmmaker

Free Mini Course: Writing with Ai - it's not the Devil

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From: Planning
To: Robin D. Singer; Planning
Subject: FW: [EXTERNAL] Public Comment – Cottonmouth Appeal (PLN-APL-25-0001)
Date: Wednesday, October 15, 2025 7:20:07 AM
Attachments: image001.png



From: Heidi S <heidiswetich@gmail.com>
Sent: Tuesday, October 14, 2025 4:14 PM
To: Planning <Planning@cityofbradenton.com>
Subject: [EXTERNAL] Public Comment – Cottonmouth Appeal (PLN-APL-25-0001)

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Dear Council,

My name is Heidi Swetich. As a resident of Bradenton who enjoys the art and music that the VOTA provides, I respectfully ask the council to allow Cottonmouth to continue hosting musical acts while they are in the process of reviewing the zoning in the VOTA. Live music is the thread that binds the City of Bradenton together and is a large part of why we love living here so much. The arts and music work together to strengthen community and foster the values and culture that we who live in Bradenton share. Furthermore, live music benefits other businesses in the area, as it encourages people to walk, explore, and engage with the community.

Thank you for your time and consideration,

Heidi Swetich

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From: Planning
To: Robin D. Singer; Planning
Subject: FW: [EXTERNAL] Support for Cottonmouth - Case PLN-APL-25-0001
Date: Monday, October 13, 2025 8:45:00 AM
Attachments: image001.png



From: David Taylor <999rolyat@gmail.com>
Sent: Sunday, October 12, 2025 6:57 PM
To: Planning <Planning@cityofbradenton.com>
Subject: [EXTERNAL] Support for Cottonmouth - Case PLN-APL-25-0001

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

I support the Cottonmouth Soul Kitchen as a great local business that provides old Fl charm, great food and entertainment, in a truly unique establishment to the local community.
Sincerely,
Dave Taylor

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Dawn Spinella
1111 14th Ave. W
Bradenton, FL 34205

October 14, 2025

City of Bradenton
Planning & Zoning Department
101 Old Main Street
Bradenton, FL 34205

Re: Public Comment - Cottonmouth Appeal (PLN-APL-25-0001)

Support for Live Music at Cottonmouth Southern Soul Kitchen and the Village of the Arts

Dear City Council and Planning Department,

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On any given evening, when Cottonmouth Southern Soul Kitchen hosts live music, something remarkable happens. People gather. They laugh, dine, and wander through nearby galleries and shops. They connect—not just with each other, but with the very soul of this community. Cottonmouth doesn't just serve food; it nourishes the spirit of the Village. It does so responsibly, respectfully, and with a deep understanding of what this neighborhood was built to represent: a celebration of the arts, diversity, and small business vitality.

I respectfully urge the City of Bradenton to allow Cottonmouth to continue hosting live music without interruption while zoning in the Village is reviewed or updated. To silence the music now would be to silence the heart of what makes the Village of the Arts thrive. The energy that draws visitors, supports local businesses, and sustains the creative culture here is not something that can be legislated—it must be nurtured.

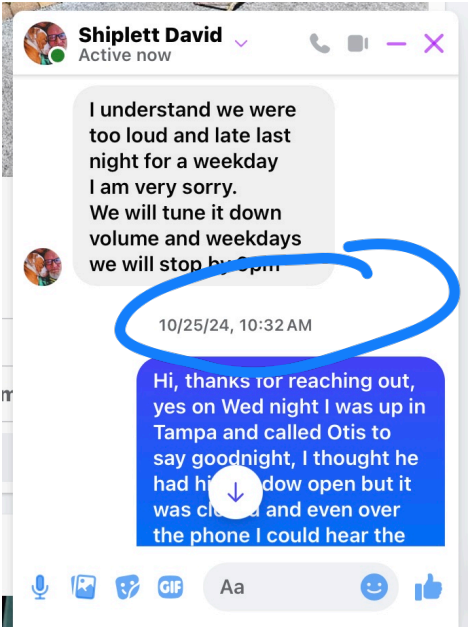
As a filmmaker and artist, I've seen how culture can transform a place. The Village of the Arts is not just a neighborhood; it's an idea—a living, breathing example of how creativity can rebuild community. To restrict the very expression that fuels that idea would be to dismantle the progress this city has so proudly fostered.

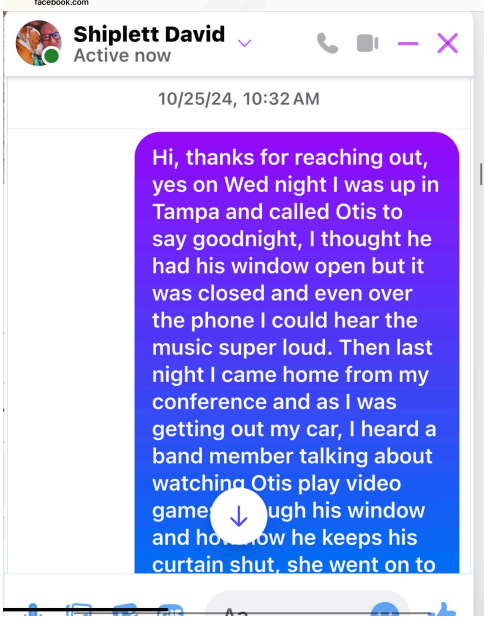
I ask the City to stand for continuity and common sense. Let the music play as we move together toward a zoning alignment that reflects the City's vision—a Bradenton that honors its artists, welcomes innovation, and understands that great communities, like great songs, are built on harmony.

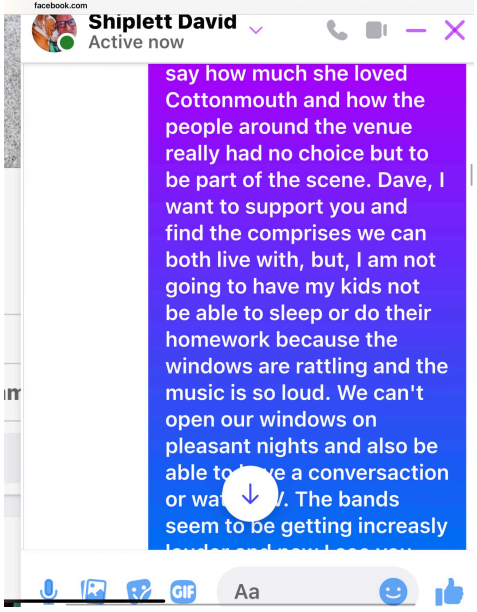
Thank you for your attention and for your continued stewardship of a city that values culture, collaboration, and creativity.

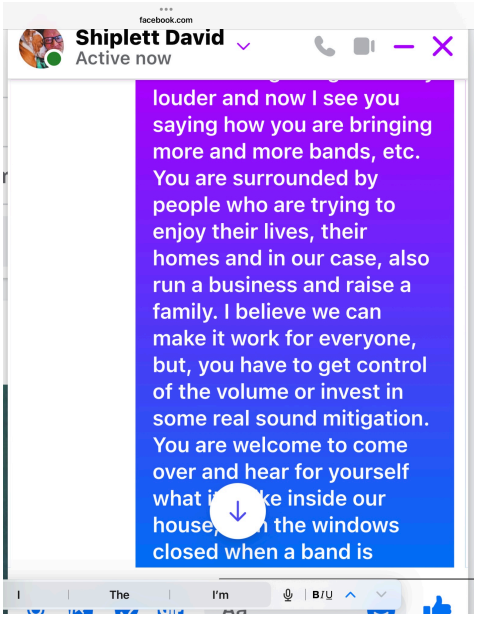
With respect and optimism,

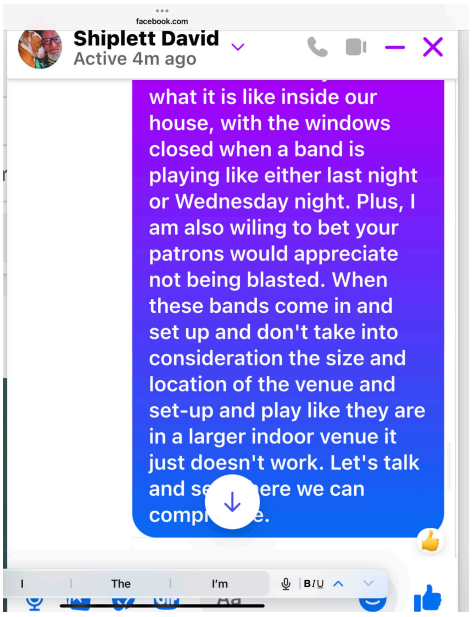
Dawn Spinella
Homeowner & Artist, Village of the Arts
dawnspinella@gmail.com


Shiplett David
Active now
I understand we were too loud and late last night for a weekday I am very sorry. We will tune it down volume and weekdays we will stop by 9pm
10/25/24, 10:32 AM
Hi, thanks for reaching out, yes on Wed night I was up in Tampa and called Otis to say goodnight, I thought he had h dow open but it was cl and even over the phone I could hear the
Aa


Shiplett David
Active now
10/25/24, 10:32 AM
Hi, thanks for reaching out, yes on Wed night I was up in Tampa and called Otis to say goodnight, I thought he had his window open but it was closed and even over the phone I could hear the music super loud. Then last night I came home from my conference and as I was getting out my car, I heard a band member talking about watching Otis play video game ugh his window and ho w he keeps his curtain shut, she went on to


Shiplett David
Active now
say how much she loved Cottonmouth and how the people around the venue really had no choice but to be part of the scene. Dave, I want to support you and find the comprises we can both live with, but, I am not going to have my kids not be able to sleep or do their homework because the windows are rattling and the music is so loud. We can't open our windows on pleasant nights and also be able to e a conversaction or wa . The bands seem to be getting increasly
Aa


Shiplett David
Active now
louder and now I see you saying how you are bringing more and more bands, etc. You are surrounded by people who are trying to enjoy their lives, their homes and in our case, also run a business and raise a family. I believe we can make it work for everyone, but, you have to get control of the volume or invest in some real sound mitigation. You are welcome to come over and hear for yourself what i ke inside our house, the windows closed when a band is
The
I'm


Shiplett David
Active 4m ago
what it is like inside our house, with the windows closed when a band is playing like either last night or Wednesday night. Plus, I am also wiling to bet your patrons would appreciate not being blasted. When these bands come in and set up and don't take into consideration the size and location of the venue and set-up and play like they are in a larger indoor venue it just doesn't work. Let's talk and se ere we can comp e.
The
I'm

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

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

SUBJECT: Addendum No. 2 Guaranteed Maximum Price (GMP) to Agreement for Construction Management at Risk (CMAR) Continuing Services with Halfacre Construction for Lift Station 03 Expansion

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Owner and Construction Manager entered into the Agreement for Construction Management at Risk Continuing Services under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of Lift Station 03 Expansion.

The Construction Manager and Owner have agreed upon a GMP encompassing all costs under the Agreement for Lift Station 03 Expansion.

FINANCIAL IMPACT:
Funded through GL Account: 40859000-563000-24523

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Addendum No. 2 GMP to Agreement for CMAR Continuing

Services with Halfacre Construction.

ATTACHMENTS:
Addendum No. 2 GMP to Agreement for CMAR Continuing Services with Halfacre Construction

ADDENDUM NO. 2 GUARANTEED MAXIMUM PRICE (GMP)
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK CONTINUING SERVICES

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK CONTINUING SERVICES ("GMP Addendum"") is made and entered into this 28th day of January, 2026, by and between the City of Bradenton, referred to herein as "Owner," and Halfacre Construction Company, registered and licensed to do business in the State of Florida, referred to herein as "Construction Manager."

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Continuing Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of Lift Station 03 Expansion (as further defined in the Agreement, the "Project"); and

WHEREAS, on November 12, 2025, the Owner and Construction Manager executed Addendum No. 1, a partial GMP for certain materials in the amount of $574,7493.51; and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. Establishment of GMP. Pursuant to Section 2.2 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

2. GMP: Contract Documents. The Construction Manager's GMP for the Work, including the estimated Cost of the Work, the Construction Manager's Fee, addendum No. 1 partial GMP, contingencies, insurance, bonding and allowances, as described further herein, is a total of Six Million Two Hundred Sixty-Three Thousand Sixty-Five Hundred Dollars and Forty Cents ($6,263,065.40). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

a) Exhibit A. Construction Manager's GMP submittal, including Project Plans and

Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages 3 through 4, dated January 16, 2026.

b) Exhibit B. Allowance items, page 5, dated January 16, 2026.
c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, page 6, dated January 16, 2026.
d) Exhibit D. Project Schedule, pages 7 through 11, dated January 19, 2026.
e) Exhibit E. Personnel Prices, page 12, dated January 16, 2026.
f) Exhibit F. Unit Prices, page 13, dated January 16, 2026.
g) Exhibit G. Affidavit of No Conflict, pages 14 through 15, dated January 14, 2026.
h) Exhibit H. Certificate(s) of Insurance, page 16, dated January 8, 2026.
i) Exhibit I. Payment and Performance Bond, pages 17 through 26, dated January 20, 2026.
j) Exhibit J. Standard Forms, pages 27 through 35.
    1. Application for Payment
    2. Certificate of Substantial Completion
    3. Final Reconciliation/Warranty/Affidavit
    4. Change Order

Additional Contract Documents include the Agreement and any General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the Work within Three Hundred One (301) days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work for which a separate Substantial Completion Date is agreed on), the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of One Thousand Dollars and Zero Cents $1,000.00 per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement, and shall supplement and amend the

Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereunto have caused this agreement to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

HALFACRE CONSTRUCTION COMPANY:

Signature: _____

Name: John J. Cox, III

Title: President

ATTEST:

_____
Tamara Melton, City Clerk

CITY OF BRADENTON

By: _____
Gene Brown, Mayor

HALFACRE
CONSTRUCTION COMPANY
Established 1970

January 16, 2026

Brian R. Norman, PE
Environmental Compliance Engineer
Public Works & Utilities
City of Bradenton
888 13th Ave, East
Bradenton, FL 34208

RE: Project – Lift Station 13 Demolition and Lift Station 3 Improvements

Mr. Norman,

Thank you for the opportunity to prepare the GMP2 proposal for the Proposed Lift Station 13 Demolition and Lift Station 3 Improvements project. Halfacre has prepared the following GMP and scope of work based on the following plans and Specifications provided by Jacobs.

Lift Station 13 Demolition and Lift Station 3 Improvements

Specifications 90% Design Documents – GMP #2, Lift Station 13 Demolition and Lift Station 3 Improvements Volume 1 of 2, Project No. D3773002 Jacobs, Dated December 2025

Drawings 90% Design Documents – GMP #2, Lift Station 13 Demolition and Lift Station 3 Improvements Volume 2 of 2, Project No. D3773002 Jacobs, Dated December 2025

Project Scope of Work

General Conditions

- PRINCIPAL
- PROJECT EXECUTIVE
- SR. PROJECT MANAGER
- SUPERINTENDENT
- PROJECT ADMIN
- GENERAL CONDITIONS

Utility Work

- GENERAL CONDITIONS
- BYPASS PUMPING
- DEMOLITION
- SITE WORK
- EARTHWORK
- UTILITIES
- CONCRETE
- METALS
- PUMPS

- MECHANICAL PIPING
- ELECTRICAL
- I&C

ALLOWANCES

- $20,000.00 FPL

Total Project GMP Total: $6,217,502.90
Six Millon, Twon Hundred Seventeen Thousand, Five Hundred Two and 90/100 dollars.

Respectfully,
HALFACRE CONSTRUCTION COMPANY

Joseph Dutton
Senior Project Manager

EXHIBIT A

In accordance with agreement RFQ-22-038-TWS; section 2.2D, item 1, the following is a list of the Project plans and specifications, including all addenda which were used in the preparation of the GMP proposal:

CITY OF BRADENTON - LIFT STATION 13 DEMOLITION AND LIFT STATION 3 IMPROVEMENTS

1. Drawings 90% Design Documents – GMP #2, Lift Station 13 Demolition and Lift Station 3 Improvements Volume 2 of 2, Project No. D3773002 Jacobs, Dated December 2025

1.	01-G-001	COVER SHEET
2.	01-G-002	VICINITY AND LOCATION MAPS AND INDEX OF DRAWING
3.	01-G-003	ABBREVIATION
4.	01-G-004	CIVIL AND YARD PIPING GENERAL NOTES AND LEGENDS
5.	01-G-005	STRUCTURAL GENERAL NOTE
6.	01-G-006	PROCESS MECHANICAL LEGEND
7.	01-G-009	ELECTRICAL LEGEND SHEET
8.	01-G-010	ELECTRICAL LEGEND SHEET
9.	01-G-011	ELECTRICAL LEGEND SHEET
10.	01-G-012	INSTRUMENTATION AND CONTROL LEGEND SHEET
11.	01-G-013	INSTRUMENTATION AND CONTROL LEGEND SHEET
12.	05-C-001	OVERALL PROJECT PLAN
13.	08-N-601	P&ID LS 03 PUMP STATION
14.	10-C-101	LIFT STATION 13 SITE DEMOLITION PLAN
15.	10-C-101	LIFT STATION 13 SITE DEMOLITION PLAN
16.	20-C-101	LIFT STATION 3 CONCEPTUAL BYPASS PLAN
17.	20-C-102	LIFT STATION 3 SITE DEMOLITION PLAN
18.	20-C-201	LIFT STATION 3 SITE PLAN
19.	20-C-301	FORCE MAIN HORIZONTAL DIRECTIONAL DRILL PLAN AND PROFILE
20.	20-C-302	FORCE MAIN HORIZONTAL DIRECTIONAL DRILL PLAN AND PROFILE
21.	20-C-303	FORCE MAIN 24TH STREET EAST PLAN AND PROFILE
22.	20-C-304	FORCE MAIN AND GRAVITY SEWER PIPE PLAN AND PROFILE
23.	20-S-201	GENERATOR AND ELECTRICAL EQUIPMENT PAD PLANS AND SECTION

24.	20-D-201	WETWELL PLANS
25.	20-D-301	WETWELL SECTION AND DETAIL
26.	20-D-302	WETWELL SECTION
27.	20-E-101	LIFT STATION 3 DEMOLITION PLANS AND SECTIONS
28.	20-E-201	LIFT STATION 3 SITE PLAN
29.	20-E-601	LIFT STATION 3 RISER DIAGRAM
30.	99-C-501	STANDARD DETAIL
31.	99-C-502	STANDARD DETAIL
32.	99-C-503	CITY OF BRADENTON STANDARD DETAIL
33.	99-C-504	CITY OF BRADENTON STANDARD DETAIL
34.	99-C-505	CITY OF BRADENTON STANDARD DETAIL
35.	99-C-506	CITY OF BRADENTON STANDARD DETAIL
36.	99-S-501	STANDARD DETAIL
37.	99-S-502	STANDARD DETAIL
38.	99-D-501	STANDARD DETAIL
39.	99-D-502	STANDARD DETAIL
40.	99-E-501	STANDARD DETAIL
41.	99-E-502	STANDARD DETAIL
42.	99-E-503	STANDARD DETAIL
43.	99-E-504	STANDARD DETAIL
44.	99-N-501	STANDARD DETAIL

2. Specifications 90% Design Documents – GMP #2, Lift Station 13 Demolition and Lift Station 3 Improvements Volume 1 of 2, Project No. D3773002 Jacobs, Dated December 2025

End of Exhibit A. No other items should appear past this line. No other exhibits pursuant to agreement RFQ-22-038-TWS; section 2.2D, item 1.

HALFACRE
CONSTRUCTION COMPANY
Established 1970

EXHIBIT B

In accordance with agreement RFQ-22-038-TWS; section 2.2D, item 2, the following is a list of the allowances and a statement of their basis:

ALLOWANCE ITEMS

1.	FPL ALLOWANCE	$20,000.00

EXHIBIT C

In accordance with agreement RFQ-22-038-TWS; section 2.2D, item 3, the following is a list of clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.

1. Referenced Documents used for the basis of this proposal:

a. Specifications 90% Design Documents – GMP #2, Lift Station 13 Demolition and Lift Station 3 Improvements Volume 1 of 2, Project No. D3773002 Jacobs, Dated December 2025

b. Drawings 90% Design Documents – GMP #2, Lift Station 13 Demolition and Lift Station 3 Improvements Volume 2 of 2, Project No. D3773002 Jacobs, Dated December 2025

2. Lift Station 13 will be demolished to at least 4 feet below finished grade. This is in contrast to 01 11 00, 1.01.A.2.

3. No AIS/Buy American provisions or Davis-Bacon wages are included in the proposal.

4. Dewatering discharge will be untreated and discharged into nearest stormwater drain or approved area close to dewatering operations.

5. Fencing will be green vinyl coated per 31 31 13, 2.02.B.1.

6. Pipe marked to be abandoned will be abandoned in place with 2’ of concrete past the connection to existing structures.

7. The proposal does not include the cost for remediation of hazardous waste materials, testing, abatement, or archeological mitigation. TLC shall be responsible for only those hazardous materials and/or chemicals as brought on site by contractor forces; and shall not be responsible for any existing hazardous conditions not known or foreseen prior to the start of construction. Any pre-existing hazardous material to be found is the owner’s responsibility.

8. It is assumed that the city will coordinate and pay for any utility relocations required that were not shown on the project plans.

9. TLC is assuming the acquiring the permits necessary for construction to begin has started. TLC will not be responsible for any delays to the schedule based on permits.

10. City is responsible for permanent power fees form FL. TLC will help with coordination.

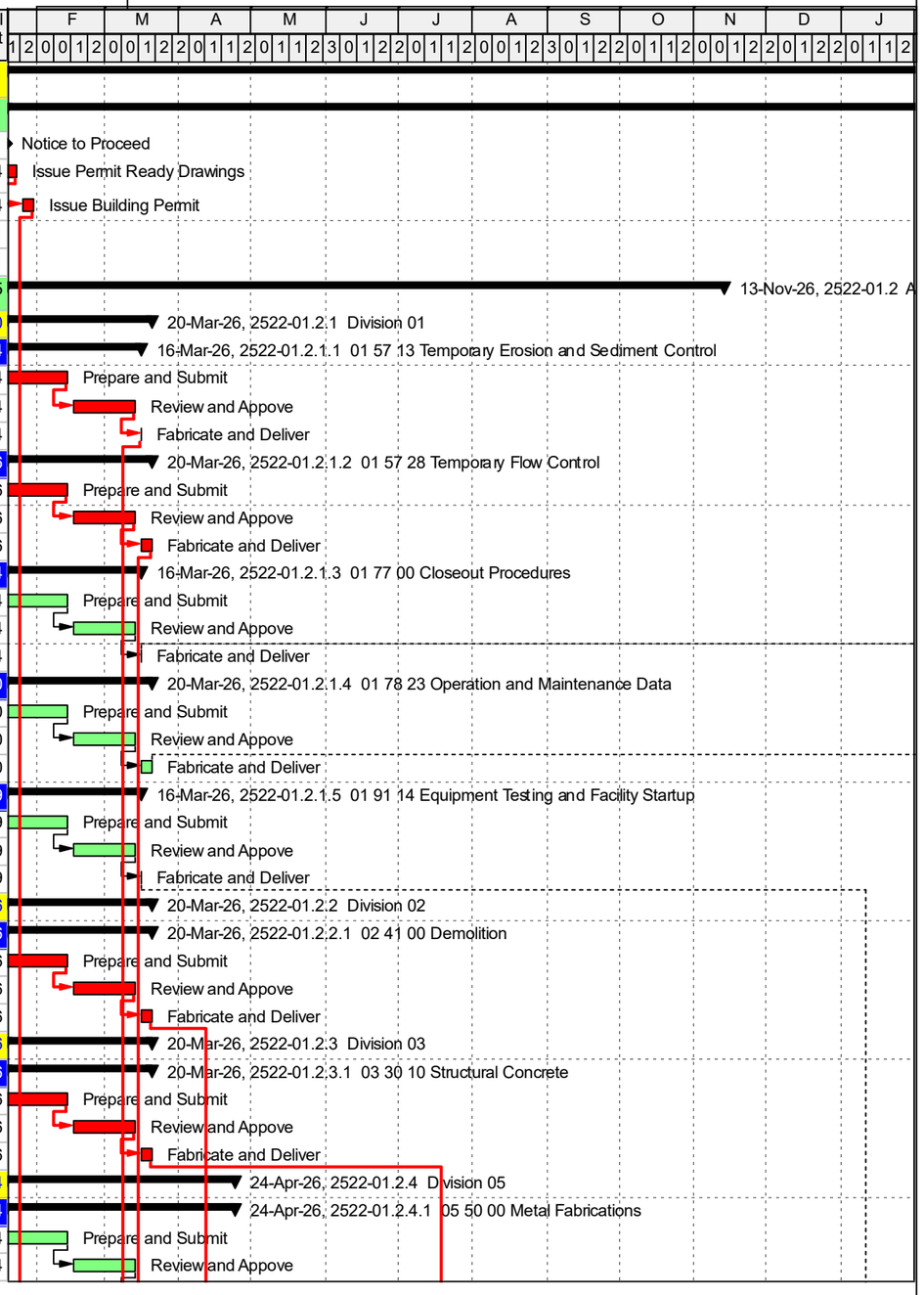
11. City is responsible for costs associated with any permits required for the project.

End of Exhibit C. Nothing shall appear below this line.

EXHIBIT D

TLC Diversified 7233 Southern Blvd Suite B1 West Palm Beach, FL 33413	2522 Halfacre Bradenton LS 13 Demolition and LS 03 Improvements Preliminary Baseline Schedule	Jacobs 1990 Main Street, Suite 750 Sarasota, FL 34236

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Late Start	Late Finish	Total Float
2522-01	**Halfacre Bradenton LS 13 and LS 03**	301	301	19-Jan-26	15-Mar-27	04-Jul-25	28-Aug-26	-141
2522-01.1	**Milestones**	301	301	19-Jan-26	15-Mar-27	04-Jul-25	28-Aug-26	-141
M1000	Notice to Proceed	0	0	19-Jan-26		04-Jul-25		-141
M1010	Issue Permit Ready Drawings	5	5	19-Jan-26	23-Jan-26	23-Sep-25	29-Sep-25	-84
M1020	Issue Building Permit	5	5	26-Jan-26	30-Jan-26	30-Sep-25	06-Oct-25	-84
M1030	Substantial Completion	5	5	09-Mar-27	15-Mar-27	24-Aug-26	28-Aug-26	-141
M1040	Final Completion	0	0		15-Mar-27		28-Aug-26	-141
2522-01.2	**Administration**	215	215	19-Jan-26	13-Nov-26	04-Jul-25	28-Aug-26	-55
2522-01.2.1	**Division 01**	45	45	19-Jan-26	20-Mar-26	22-Aug-25	21-Aug-26	110
2522-01.2.1.1	**01 57 13 Temporary Erosion and Sediment Control**	41	41	19-Jan-26	16-Mar-26	26-Aug-25	21-Oct-25	-104
A1000	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	26-Aug-25	22-Sep-25	-104
A1010	Review and Appove	20	20	16-Feb-26	13-Mar-26	23-Sep-25	20-Oct-25	-104
A1020	Fabricate and Deliver	1	1	16-Mar-26	16-Mar-26	21-Oct-25	21-Oct-25	-104
2522-01.2.1.2	**01 57 28 Temporary Flow Control**	45	45	19-Jan-26	20-Mar-26	22-Aug-25	23-Oct-25	-106
A1030	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	22-Aug-25	18-Sep-25	-106
A1040	Review and Appove	20	20	16-Feb-26	13-Mar-26	19-Sep-25	16-Oct-25	-106
A1050	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	17-Oct-25	23-Oct-25	-106
2522-01.2.1.3	**01 77 00 Closeout Procedures**	41	41	19-Jan-26	16-Mar-26	26-Jun-26	21-Aug-26	114
A1060	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	26-Jun-26	23-Jul-26	114
A1070	Review and Appove	20	20	16-Feb-26	13-Mar-26	24-Jul-26	20-Aug-26	114
A1080	Fabricate and Deliver	1	1	16-Mar-26	16-Mar-26	21-Aug-26	21-Aug-26	114
2522-01.2.1.4	**01 78 23 Operation and Maintenance Data**	45	45	19-Jan-26	20-Mar-26	22-Jun-26	21-Aug-26	110
A1090	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	22-Jun-26	17-Jul-26	110
A1100	Review and Appove	20	20	16-Feb-26	13-Mar-26	20-Jul-26	14-Aug-26	110
A1110	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	17-Aug-26	21-Aug-26	110
2522-01.2.1.5	**01 91 14 Equipment Testing and Facility Startup**	41	41	19-Jan-26	16-Mar-26	08-May-26	03-Jul-26	79
A1120	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	08-May-26	04-Jun-26	79
A1130	Review and Appove	20	20	16-Feb-26	13-Mar-26	05-Jun-26	02-Jul-26	79
A1140	Fabricate and Deliver	1	1	16-Mar-26	16-Mar-26	03-Jul-26	03-Jul-26	79
2522-01.2.2	**Division 02**	45	45	19-Jan-26	20-Mar-26	19-Sep-25	20-Nov-25	-86
2522-01.2.2.1	**02 41 00 Demolition**	45	45	19-Jan-26	20-Mar-26	19-Sep-25	20-Nov-25	-86
A1150	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	19-Sep-25	16-Oct-25	-86
A1160	Review and Appove	20	20	16-Feb-26	13-Mar-26	17-Oct-25	13-Nov-25	-86
A1170	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	14-Nov-25	20-Nov-25	-86
2522-01.2.3	**Division 03**	45	45	19-Jan-26	20-Mar-26	26-Dec-25	26-Feb-26	-16
2522-01.2.3.1	**03 30 10 Structural Concrete**	45	45	19-Jan-26	20-Mar-26	26-Dec-25	26-Feb-26	-16
A1190	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	26-Dec-25	22-Jan-26	-16
A1200	Review and Appove	20	20	16-Feb-26	13-Mar-26	23-Jan-26	19-Feb-26	-16
A1210	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	20-Feb-26	26-Feb-26	-16
2522-01.2.4	**Division 05**	70	70	19-Jan-26	24-Apr-26	23-Jan-26	30-Apr-26	4
2522-01.2.4.1	**05 50 00 Metal Fabrications**	70	70	19-Jan-26	24-Apr-26	23-Jan-26	30-Apr-26	4
A1220	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	23-Jan-26	19-Feb-26	4
A1230	Review and Appove	20	20	16-Feb-26	13-Mar-26	20-Feb-26	19-Mar-26	4

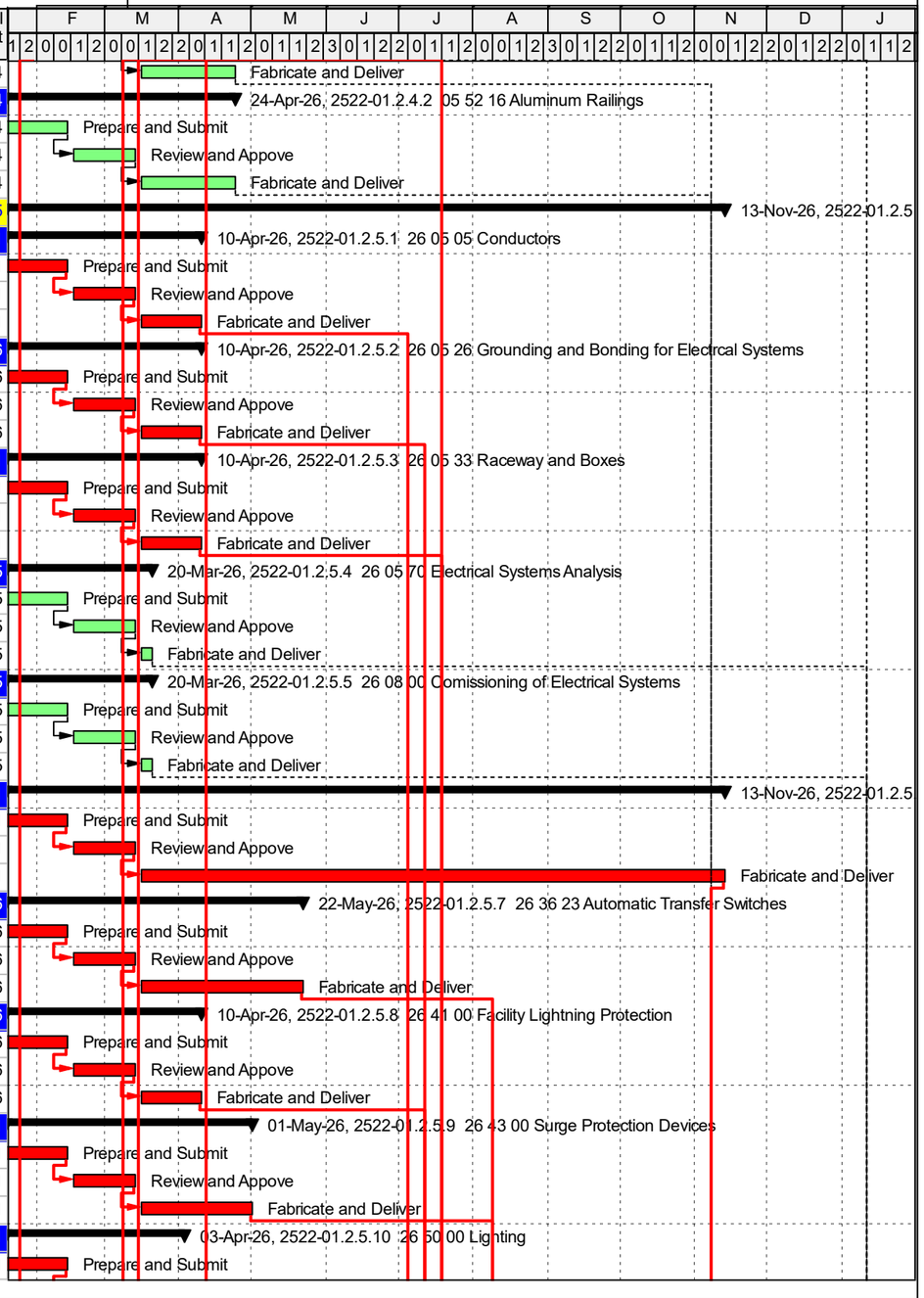


Actual Work Remaining Work Critical Remaining Work Milestone Summary	Current Date: 14-Jan-26 Data Date:19-Jan-26	19-Jan-26 Oracle Corporation

EXHIBIT D

TLC Diversified 7233 Southern Blvd Suite B1 West Palm Beach, FL 33413	2522 Halfacre Bradenton LS 13 Demolition and LS 03 Improvements Preliminary Baseline Schedule	Jacobs 1990 Main Street, Suite 750 Sarasota, FL 34236

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Late Start	Late Finish	Total Float
A1240	Fabricate and Deliver	30	30	16-Mar-26	24-Apr-26	20-Mar-26	30-Apr-26	4
2522-01.2.4.2 05 52 16 Aluminum Railings		**70**	**70**	**19-Jan-26**	**24-Apr-26**	**23-Jan-26**	**30-Apr-26**	**4**
A1250	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	23-Jan-26	19-Feb-26	4
A1260	Review and Appove	20	20	16-Feb-26	13-Mar-26	20-Feb-26	19-Mar-26	4
A1270	Fabricate and Deliver	30	30	16-Mar-26	24-Apr-26	20-Mar-26	30-Apr-26	4
2522-01.2.5 Division 26		**215**	**215**	**19-Jan-26**	**13-Nov-26**	**04-Jul-25**	**03-Jul-26**	**-95**
2522-01.2.5.1 26 05 05 Conductors		**60**	**60**	**19-Jan-26**	**10-Apr-26**	**21-Nov-25**	**12-Feb-26**	**-41**
A1280	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	21-Nov-25	18-Dec-25	-41
A1290	Review and Appove	20	20	16-Feb-26	13-Mar-26	19-Dec-25	15-Jan-26	-41
A1300	Fabricate and Deliver	20	20	16-Mar-26	10-Apr-26	16-Jan-26	12-Feb-26	-41
2522-01.2.5.2 26 05 26 Grounding and Bonding for Electrcal Systems		**60**	**60**	**19-Jan-26**	**10-Apr-26**	**28-Nov-25**	**19-Feb-26**	**-36**
A1310	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	28-Nov-25	25-Dec-25	-36
A1320	Review and Appove	20	20	16-Feb-26	13-Mar-26	26-Dec-25	22-Jan-26	-36
A1330	Fabricate and Deliver	20	20	16-Mar-26	10-Apr-26	23-Jan-26	19-Feb-26	-36
2522-01.2.5.3 26 05 33 Raceway and Boxes		**60**	**60**	**19-Jan-26**	**10-Apr-26**	**05-Dec-25**	**26-Feb-26**	**-31**
A1340	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	05-Dec-25	01-Jan-26	-31
A1350	Review and Appove	20	20	16-Feb-26	13-Mar-26	02-Jan-26	29-Jan-26	-31
A1360	Fabricate and Deliver	20	20	16-Mar-26	10-Apr-26	30-Jan-26	26-Feb-26	-31
2522-01.2.5.4 26 05 70 Electrical Systems Analysis		**45**	**45**	**19-Jan-26**	**20-Mar-26**	**04-May-26**	**03-Jul-26**	**75**
A1370	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	04-May-26	29-May-26	75
A1380	Review and Appove	20	20	16-Feb-26	13-Mar-26	01-Jun-26	26-Jun-26	75
A1390	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	29-Jun-26	03-Jul-26	75
2522-01.2.5.5 26 08 00 Comissioning of Electrical Systems		**45**	**45**	**19-Jan-26**	**20-Mar-26**	**04-May-26**	**03-Jul-26**	**75**
A1400	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	04-May-26	29-May-26	75
A1410	Review and Appove	20	20	16-Feb-26	13-Mar-26	01-Jun-26	26-Jun-26	75
A1420	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	29-Jun-26	03-Jul-26	75
2522-01.2.5.6 26 32 13.13 Diesel Engine Generator Set		**215**	**215**	**19-Jan-26**	**13-Nov-26**	**04-Jul-25**	**30-Apr-26**	**-141**
A1430	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	04-Jul-25	31-Jul-25	-141
A1440	Review and Appove	20	20	16-Feb-26	13-Mar-26	01-Aug-25	28-Aug-25	-141
A1450	Fabricate and Deliver	175	175	16-Mar-26	13-Nov-26	29-Aug-25	30-Apr-26	-141
2522-01.2.5.7 26 36 23 Automatic Transfer Switches		**90**	**90**	**19-Jan-26**	**22-May-26**	**14-Nov-25**	**19-Mar-26**	**-46**
A1460	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	14-Nov-25	11-Dec-25	-46
A1470	Review and Appove	20	20	16-Feb-26	13-Mar-26	12-Dec-25	08-Jan-26	-46
A1480	Fabricate and Deliver	50	50	16-Mar-26	22-May-26	09-Jan-26	19-Mar-26	-46
2522-01.2.5.8 26 41 00 Facility Lightning Protection		**60**	**60**	**19-Jan-26**	**10-Apr-26**	**28-Nov-25**	**19-Feb-26**	**-36**
A1490	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	28-Nov-25	25-Dec-25	-36
A1500	Review and Appove	20	20	16-Feb-26	13-Mar-26	26-Dec-25	22-Jan-26	-36
A1510	Fabricate and Deliver	20	20	16-Mar-26	10-Apr-26	23-Jan-26	19-Feb-26	-36
2522-01.2.5.9 26 43 00 Surge Protection Devices		**75**	**75**	**19-Jan-26**	**01-May-26**	**05-Dec-25**	**19-Mar-26**	**-31**
A1520	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	05-Dec-25	01-Jan-26	-31
A1530	Review and Appove	20	20	16-Feb-26	13-Mar-26	02-Jan-26	29-Jan-26	-31
A1540	Fabricate and Deliver	35	35	16-Mar-26	01-May-26	30-Jan-26	19-Mar-26	-31
2522-01.2.5.10 26 50 00 Lighting		**55**	**55**	**19-Jan-26**	**03-Apr-26**	**02-Jan-26**	**19-Mar-26**	**-11**
A1550	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	02-Jan-26	29-Jan-26	-11

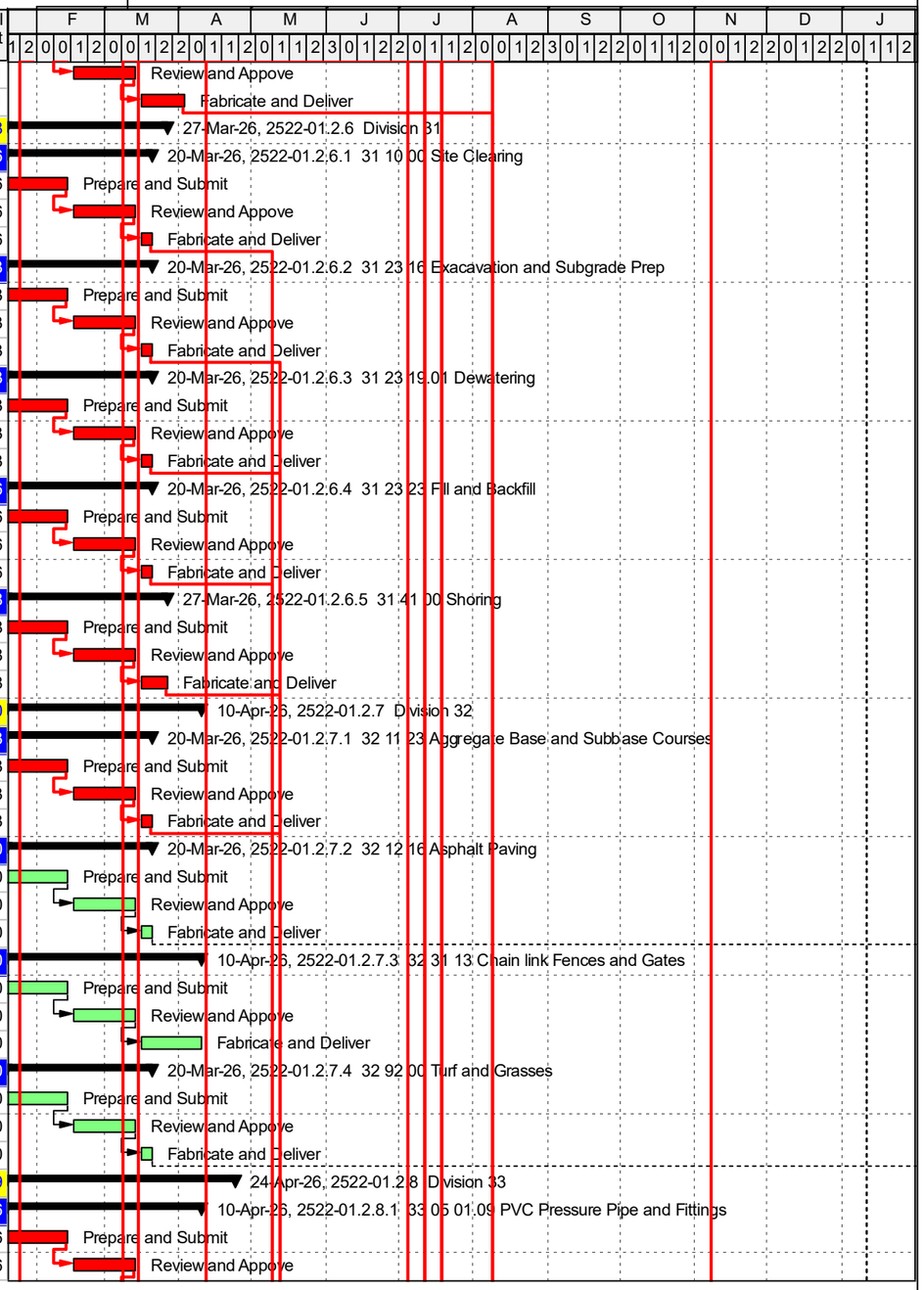


Actual Work	Critical Remaining Work	Summary	Current Date: 14-Jan-26	19-Jan-26
Remaining Work	Milestone		Data Date: 19-Jan-26	Oracle Corporation

EXHIBIT D

TLC Diversified 7233 Southern Blvd Suite B1 West Palm Beach, FL 33413	2522 Halfacre Bradenton LS 13 Demolition and LS 03 Improvements Preliminary Baseline Schedule	Jacobs 1990 Main Street, Suite 750 Sarasota, FL 34236

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Late Start	Late Finish	Total Float
A1560	Review and Appove	20	20	16-Feb-26	13-Mar-26	30-Jan-26	26-Feb-26	-11
A1570	Fabricate and Deliver	15	15	16-Mar-26	03-Apr-26	27-Feb-26	19-Mar-26	-11
2522-01.2.6 Division 31		50	50	19-Jan-26	27-Mar-26	15-Oct-25	23-Dec-25	-68
2522-01.2.6.1 31 10 00 Site Clearing		45	45	19-Jan-26	20-Mar-26	17-Oct-25	18-Dec-25	-66
A1580	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	17-Oct-25	13-Nov-25	-66
A1590	Review and Appove	20	20	16-Feb-26	13-Mar-26	14-Nov-25	11-Dec-25	-66
A1600	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	12-Dec-25	18-Dec-25	-66
2522-01.2.6.2 31 23 16 Exacavation and Subgrade Prep		45	45	19-Jan-26	20-Mar-26	22-Oct-25	23-Dec-25	-63
A1610	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	22-Oct-25	18-Nov-25	-63
A1620	Review and Appove	20	20	16-Feb-26	13-Mar-26	19-Nov-25	16-Dec-25	-63
A1630	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	17-Dec-25	23-Dec-25	-63
2522-01.2.6.3 31 23 19.01 Dewatering		45	45	19-Jan-26	20-Mar-26	22-Oct-25	23-Dec-25	-63
A1640	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	22-Oct-25	18-Nov-25	-63
A1650	Review and Appove	20	20	16-Feb-26	13-Mar-26	19-Nov-25	16-Dec-25	-63
A1660	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	17-Dec-25	23-Dec-25	-63
2522-01.2.6.4 31 23 23 Fill and Backfill		45	45	19-Jan-26	20-Mar-26	17-Oct-25	18-Dec-25	-66
A1670	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	17-Oct-25	13-Nov-25	-66
A1680	Review and Appove	20	20	16-Feb-26	13-Mar-26	14-Nov-25	11-Dec-25	-66
A1690	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	12-Dec-25	18-Dec-25	-66
2522-01.2.6.5 31 41 00 Shoring		50	50	19-Jan-26	27-Mar-26	15-Oct-25	23-Dec-25	-68
A1700	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	15-Oct-25	11-Nov-25	-68
A1710	Review and Appove	20	20	16-Feb-26	13-Mar-26	12-Nov-25	09-Dec-25	-68
A1720	Fabricate and Deliver	10	10	16-Mar-26	27-Mar-26	10-Dec-25	23-Dec-25	-68
2522-01.2.7 Division 32		60	60	19-Jan-26	10-Apr-26	22-Oct-25	28-Aug-26	100
2522-01.2.7.1 32 11 23 Aggregate Base and Subbase Courses		45	45	19-Jan-26	20-Mar-26	22-Oct-25	23-Dec-25	-63
A1730	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	22-Oct-25	18-Nov-25	-63
A1740	Review and Appove	20	20	16-Feb-26	13-Mar-26	19-Nov-25	16-Dec-25	-63
A1750	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	17-Dec-25	23-Dec-25	-63
2522-01.2.7.2 32 12 16 Asphalt Paving		45	45	19-Jan-26	20-Mar-26	08-Jun-26	07-Aug-26	100
A1760	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	08-Jun-26	03-Jul-26	100
A1770	Review and Appove	20	20	16-Feb-26	13-Mar-26	06-Jul-26	31-Jul-26	100
A1780	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	03-Aug-26	07-Aug-26	100
2522-01.2.7.3 32 31 13 Chain link Fences and Gates		60	60	19-Jan-26	10-Apr-26	08-Jun-26	28-Aug-26	100
A1790	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	08-Jun-26	03-Jul-26	100
A1800	Review and Appove	20	20	16-Feb-26	13-Mar-26	06-Jul-26	31-Jul-26	100
A1810	Fabricate and Deliver	20	20	16-Mar-26	10-Apr-26	03-Aug-26	28-Aug-26	100
2522-01.2.7.4 32 92 00 Turf and Grasses		45	45	19-Jan-26	20-Mar-26	08-Jun-26	07-Aug-26	100
A1820	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	08-Jun-26	03-Jul-26	100
A1830	Review and Appove	20	20	16-Feb-26	13-Mar-26	06-Jul-26	31-Jul-26	100
A1840	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	03-Aug-26	07-Aug-26	100
2522-01.2.8 Division 33		70	70	19-Jan-26	24-Apr-26	31-Oct-25	04-Jun-26	29
2522-01.2.8.1 33 05 01.09 PVC Pressure Pipe and Fittings		60	60	19-Jan-26	10-Apr-26	31-Oct-25	22-Jan-26	-56
A1850	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	31-Oct-25	27-Nov-25	-56
A1860	Review and Appove	20	20	16-Feb-26	13-Mar-26	28-Nov-25	25-Dec-25	-56

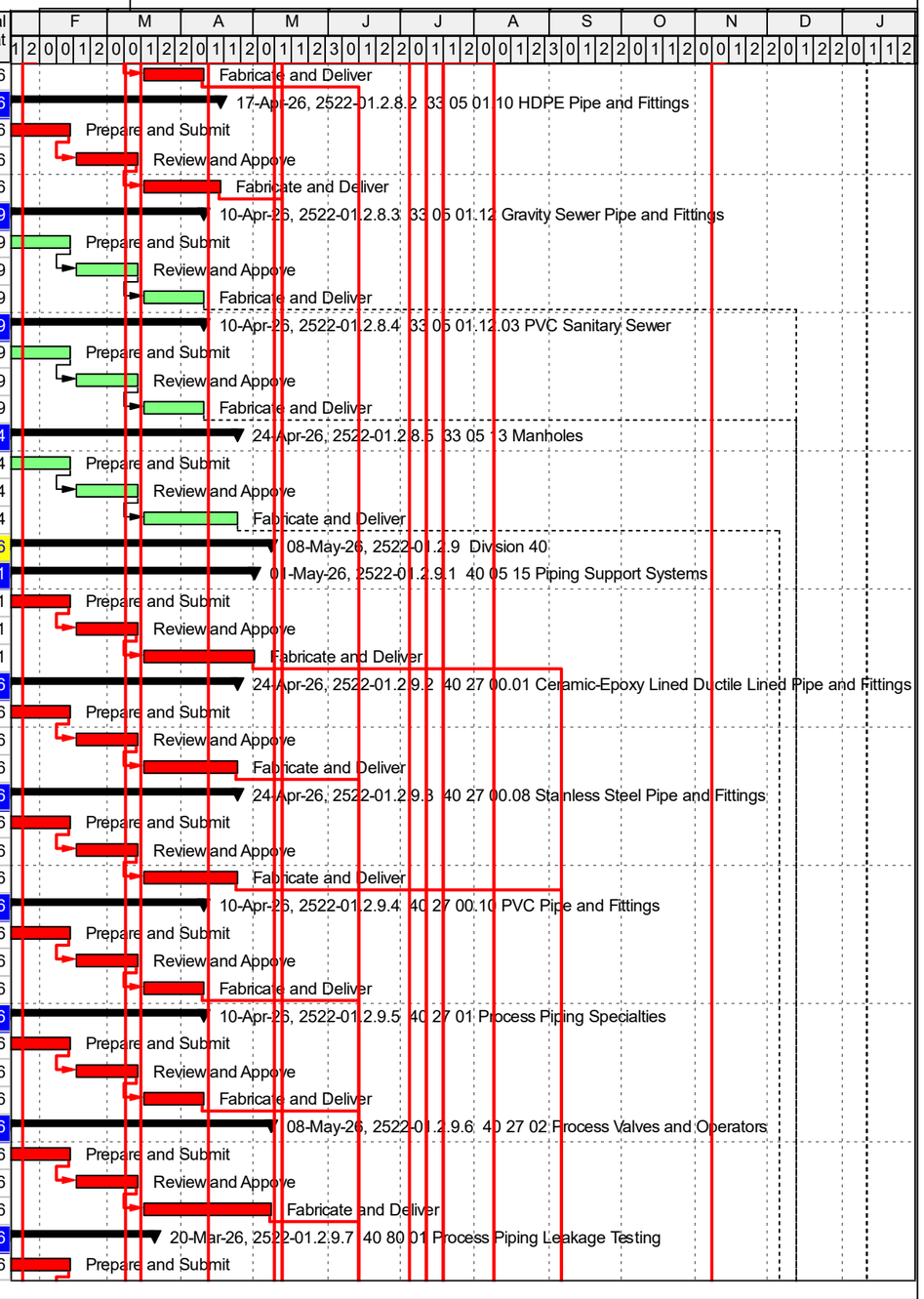


Actual Work	Critical Remaining Work	Summary	Current Date: 14-Jan-26	19-Jan-26
Remaining Work	Milestone		Data Date: 19-Jan-26	Oracle Corporation

EXHIBIT D

TLC Diversified 7233 Southern Blvd Suite B1 West Palm Beach, FL 33413	2522 Halfacre Bradenton LS 13 Demolition and LS 03 Improvements Preliminary Baseline Schedule	Jacobs 1990 Main Street, Suite 750 Sarasota, FL 34236

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Late Start	Late Finish	Total Float
A1870	Fabricate and Deliver	20	20	16-Mar-26	10-Apr-26	26-Dec-25	22-Jan-26	-56
2522-01.2.8.2 33 05 01.10 HDPE Pipe and Fittings		65	65	19-Jan-26	17-Apr-26	28-Nov-25	26-Feb-26	-36
A1880	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	28-Nov-25	25-Dec-25	-36
A1890	Review and Appove	20	20	16-Feb-26	13-Mar-26	26-Dec-25	22-Jan-26	-36
A1900	Fabricate and Deliver	25	25	16-Mar-26	17-Apr-26	23-Jan-26	26-Feb-26	-36
2522-01.2.8.3 33 05 01.12 Gravity Sewer Pipe and Fittings		60	60	19-Jan-26	10-Apr-26	13-Mar-26	04-Jun-26	39
A1910	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	13-Mar-26	09-Apr-26	39
A1920	Review and Appove	20	20	16-Feb-26	13-Mar-26	10-Apr-26	07-May-26	39
A1930	Fabricate and Deliver	20	20	16-Mar-26	10-Apr-26	08-May-26	04-Jun-26	39
2522-01.2.8.4 33 05 01.12.03 PVC Sanitary Sewer		60	60	19-Jan-26	10-Apr-26	13-Mar-26	04-Jun-26	39
A1940	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	13-Mar-26	09-Apr-26	39
A1950	Review and Appove	20	20	16-Feb-26	13-Mar-26	10-Apr-26	07-May-26	39
A1960	Fabricate and Deliver	20	20	16-Mar-26	10-Apr-26	08-May-26	04-Jun-26	39
2522-01.2.8.5 33 05 13 Manholes		70	70	19-Jan-26	24-Apr-26	20-Feb-26	28-May-26	24
A1970	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	20-Feb-26	19-Mar-26	24
A1980	Review and Appove	20	20	16-Feb-26	13-Mar-26	20-Mar-26	16-Apr-26	24
A1990	Fabricate and Deliver	30	30	16-Mar-26	24-Apr-26	17-Apr-26	28-May-26	24
2522-01.2.9 Division 40		80	80	19-Jan-26	08-May-26	03-Oct-25	16-Apr-26	-16
2522-01.2.9.1 40 05 15 Piping Support Systems		75	75	19-Jan-26	01-May-26	02-Jan-26	16-Apr-26	-11
A2000	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	02-Jan-26	29-Jan-26	-11
A2010	Review and Appove	20	20	16-Feb-26	13-Mar-26	30-Jan-26	26-Feb-26	-11
A2020	Fabricate and Deliver	35	35	16-Mar-26	01-May-26	27-Feb-26	16-Apr-26	-11
2522-01.2.9.2 40 27 00.01 Ceramic-Epoxy Lined Ductile Lined Pipe and Fittings		70	70	19-Jan-26	24-Apr-26	17-Oct-25	22-Jan-26	-66
A2030	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	17-Oct-25	13-Nov-25	-66
A2040	Review and Appove	20	20	16-Feb-26	13-Mar-26	14-Nov-25	11-Dec-25	-66
A2050	Fabricate and Deliver	30	30	16-Mar-26	24-Apr-26	12-Dec-25	22-Jan-26	-66
2522-01.2.9.3 40 27 00.08 Stainless Steel Pipe and Fittings		70	70	19-Jan-26	24-Apr-26	09-Jan-26	16-Apr-26	-6
A2060	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	09-Jan-26	05-Feb-26	-6
A2070	Review and Appove	20	20	16-Feb-26	13-Mar-26	06-Feb-26	05-Mar-26	-6
A2080	Fabricate and Deliver	30	30	16-Mar-26	24-Apr-26	06-Mar-26	16-Apr-26	-6
2522-01.2.9.4 40 27 00.10 PVC Pipe and Fittings		60	60	19-Jan-26	10-Apr-26	31-Oct-25	22-Jan-26	-56
A2090	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	31-Oct-25	27-Nov-25	-56
A2100	Review and Appove	20	20	16-Feb-26	13-Mar-26	28-Nov-25	25-Dec-25	-56
A2110	Fabricate and Deliver	20	20	16-Mar-26	10-Apr-26	26-Dec-25	22-Jan-26	-56
2522-01.2.9.5 40 27 01 Process Piping Specialties		60	60	19-Jan-26	10-Apr-26	31-Oct-25	22-Jan-26	-56
A2120	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	31-Oct-25	27-Nov-25	-56
A2130	Review and Appove	20	20	16-Feb-26	13-Mar-26	28-Nov-25	25-Dec-25	-56
A2140	Fabricate and Deliver	20	20	16-Mar-26	10-Apr-26	26-Dec-25	22-Jan-26	-56
2522-01.2.9.6 40 27 02 Process Valves and Operators		80	80	19-Jan-26	08-May-26	03-Oct-25	22-Jan-26	-76
A2150	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	03-Oct-25	30-Oct-25	-76
A2160	Review and Appove	20	20	16-Feb-26	13-Mar-26	31-Oct-25	27-Nov-25	-76
A2170	Fabricate and Deliver	40	40	16-Mar-26	08-May-26	28-Nov-25	22-Jan-26	-76
2522-01.2.9.7 40 80 01 Process Piping Leakage Testing		45	45	19-Jan-26	20-Mar-26	09-Jan-26	12-Mar-26	-6
A2180	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	09-Jan-26	05-Feb-26	-6

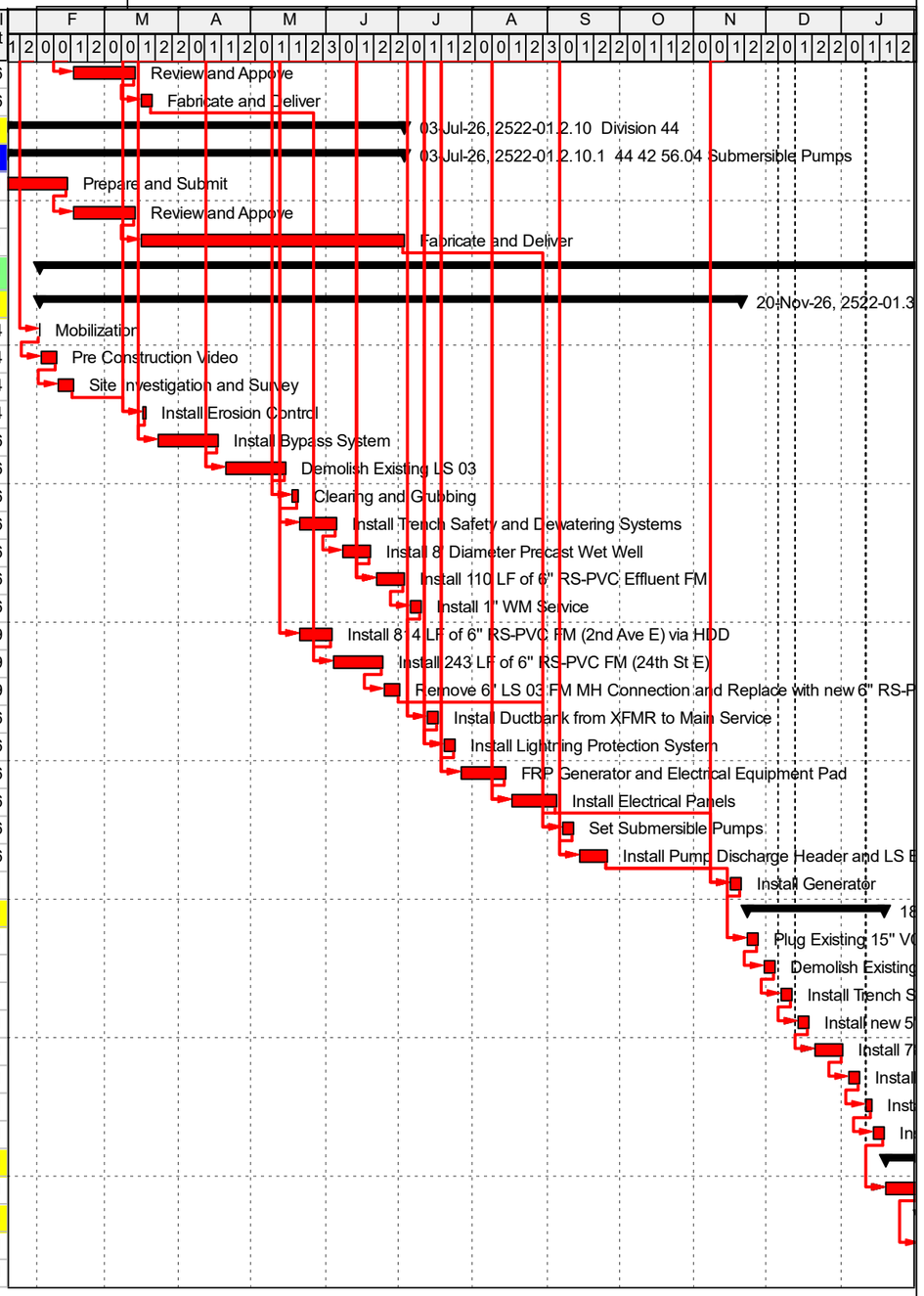


Actual Work	Critical Remaining Work	Summary	Current Date: 14-Jan-26	19-Jan-26
Remaining Work	Milestone		Data Date: 19-Jan-26	Oracle Corporation

EXHIBIT D

TLC Diversified 7233 Southern Blvd Suite B1 West Palm Beach, FL 33413	2522 Halfacre Bradenton LS 13 Demolition and LS 03 Improvements Preliminary Baseline Schedule	Jacobs 1990 Main Street, Suite 750 Sarasota, FL 34236

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Late Start	Late Finish	Total Float
A2190	Review and Appove	20	20	16-Feb-26	13-Mar-26	06-Feb-26	05-Mar-26	-6
A2200	Fabricate and Deliver	5	5	16-Mar-26	20-Mar-26	06-Mar-26	12-Mar-26	-6
2522-01.2.10 Division 44		120	120	19-Jan-26	03-Jul-26	24-Oct-25	09-Apr-26	-61
2522-01.2.10.1 44 42 56.04 Submersible Pumps		120	120	19-Jan-26	03-Jul-26	24-Oct-25	09-Apr-26	-61
A2210	Prepare and Submit	20	20	19-Jan-26	13-Feb-26	24-Oct-25	20-Nov-25	-61
A2220	Review and Appove	20	20	16-Feb-26	13-Mar-26	21-Nov-25	18-Dec-25	-61
A2230	Fabricate and Deliver	80	80	16-Mar-26	03-Jul-26	19-Dec-25	09-Apr-26	-61
2522-01.3 Construction		286	286	02-Feb-26	08-Mar-27	07-Oct-25	21-Aug-26	-141
2522-01.3.1 Phase 01 (LS 03 Constuction)		210	210	02-Feb-26	20-Nov-26	07-Oct-25	07-May-26	-141
LS1000	Mobilization	1	1	02-Feb-26	02-Feb-26	07-Oct-25	07-Oct-25	-84
LS1010	Pre Construction Video	5	5	03-Feb-26	09-Feb-26	08-Oct-25	14-Oct-25	-84
LS1020	Site Investigation and Survey	5	5	10-Feb-26	16-Feb-26	15-Oct-25	21-Oct-25	-84
LS1030	Install Erosion Control	2	2	17-Mar-26	18-Mar-26	22-Oct-25	23-Oct-25	-104
LS1040	Install Bypass System	20	20	23-Mar-26	17-Apr-26	24-Oct-25	20-Nov-25	-106
LS1050	Demolish Existing LS 03	20	20	20-Apr-26	15-May-26	21-Nov-25	18-Dec-25	-106
LS1060	Clearing and Grubbing	3	3	18-May-26	20-May-26	19-Dec-25	23-Dec-25	-106
LS1070	Install Trench Safety and Dewatering Systems	12	12	21-May-26	05-Jun-26	24-Dec-25	08-Jan-26	-106
LS1080	Install 8' Diameter Precast Wet Well	10	10	08-Jun-26	19-Jun-26	09-Jan-26	22-Jan-26	-106
LS1090	Install 110 LF of 6" RS-PVC Effluent FM	10	10	22-Jun-26	03-Jul-26	23-Jan-26	05-Feb-26	-106
LS1100	Install 1" WM Service	5	5	06-Jul-26	10-Jul-26	06-Feb-26	12-Feb-26	-106
LS1110	Install 814 LF of 6" RS-PVC FM (2nd Ave E) via HDD	10	10	21-May-26	03-Jun-26	27-Feb-26	12-Mar-26	-59
LS1120	Install 243 LF of 6" RS-PVC FM (24th St E)	15	15	04-Jun-26	24-Jun-26	13-Mar-26	02-Apr-26	-59
LS1130	Remove 6" LS 03 FM MH Connection and Replace with new 6" RS-PV	5	5	25-Jun-26	01-Jul-26	03-Apr-26	09-Apr-26	-59
LS1140	Install Ductbank from XFMR to Main Service	5	5	13-Jul-26	17-Jul-26	13-Feb-26	19-Feb-26	-106
LS1150	Install Lightning Protection System	5	5	20-Jul-26	24-Jul-26	20-Feb-26	26-Feb-26	-106
LS1160	FRP Generator and Electrical Equipment Pad	15	15	27-Jul-26	14-Aug-26	27-Feb-26	19-Mar-26	-106
LS1170	Install Electrical Panels	15	15	17-Aug-26	04-Sep-26	20-Mar-26	09-Apr-26	-106
LS1180	Set Submersible Pumps	5	5	07-Sep-26	11-Sep-26	10-Apr-26	16-Apr-26	-106
LS1190	Install Pump Discharge Header and LS Bypass Connection	10	10	14-Sep-26	25-Sep-26	17-Apr-26	30-Apr-26	-106
LS1200	Install Generator	5	5	16-Nov-26	20-Nov-26	01-May-26	07-May-26	-141
2522-01.3.2 Phase 02 (LS 03 Manhole and Gravity Sewer)		41	41	23-Nov-26	18-Jan-27	08-May-26	03-Jul-26	-141
LS1210	Plug Existing 15" VCP Gravity Sewer	5	5	23-Nov-26	27-Nov-26	08-May-26	14-May-26	-141
LS1220	Demolish Existing MH	5	5	30-Nov-26	04-Dec-26	15-May-26	21-May-26	-141
LS1230	Install Trench Safety and Dewatering System	5	5	07-Dec-26	11-Dec-26	22-May-26	28-May-26	-141
LS1240	Install new 5' Diameter MH	5	5	14-Dec-26	18-Dec-26	29-May-26	04-Jun-26	-141
LS1250	Install 78 LF of Gravity Sewer from MH to WW	10	10	21-Dec-26	01-Jan-27	05-Jun-26	18-Jun-26	-141
LS1260	Install Conncection from MH to Existing 15" CIP Gravity Sewer	5	5	04-Jan-27	08-Jan-27	19-Jun-26	25-Jun-26	-141
LS1270	Install 20 LF of RS-PVC and Cap	3	3	11-Jan-27	13-Jan-27	26-Jun-26	30-Jun-26	-141
LS1280	Install Final Section of 6" RS-PVC FM due to Conflict	3	3	14-Jan-27	18-Jan-27	01-Jul-26	03-Jul-26	-141
2522-01.3.3 Phase 03 (LS 03 Start Up)		10	10	19-Jan-27	01-Feb-27	06-Jul-26	17-Jul-26	-141
LS1290	Start Up and Commissioning	10	10	19-Jan-27	01-Feb-27	06-Jul-26	17-Jul-26	-141
2522-01.3.4 Phase 04 (LS 13 Demolition)		25	25	02-Feb-27	08-Mar-27	20-Jul-26	21-Aug-26	-141
LS1300	Demolish LS 13	15	15	02-Feb-27	22-Feb-27	20-Jul-26	07-Aug-26	-141
LS1310	Restoration	10	10	23-Feb-27	08-Mar-27	10-Aug-26	21-Aug-26	-141



Actual Work | Remaining Work | Critical Remaining Work | Summary | Milestone

Current Date: 14-Jan-26
Data Date: 19-Jan-26

19-Jan-26

Oracle Corporation

HALFACRE
CONSTRUCTION COMPANY
Established 1970

Exhibit E
Personnel

In accordance with RFQ-22-038-TWS; Article 6, section B, item 1.

Staff:	
Principal	$ 200.00/hr.
Project Executive	$ 175.00/hr.
Senior Project Manager	$ 155.00/hr.
Superintendent	$ 125.00/hr.
Project Admin	$ 75.00/hr.

GMP FOR CITY OF BRADENTON NO.RFQ-22-038-TWS — Lift Station #03 Expansion Project

1/16/2026

ITEM NO.	DETAILED DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	GENERAL CONDITIONS				
1011	PRINCIPAL	HRS	20	$ 200.00	$ 4,000.00
1012	PROJECT EXECUTIVE	HRS	80	$ 175.00	$ 14,000.00
1011	SR. PROJECT MANAGER	HRS	600	$ 155.00	$ 93,000.00
1012	SUPERINTENDENT	HRS	1360	$ 125.00	$ 170,000.00
1013	PROJECT ADMIN	HRS	400	$ 70.00	$ 28,000.00
1014	GENERAL CONDITIONS	LS	1	$ 42,820.00	$ 42,820.00
	TOTAL GENERAL CONDITIONS TOTAL				**$ 351,820.00**
	UTILITY WORK				
1	GENERAL CONDITIONS	LS	1	$ 480,000.00	$ 480,000.00
2	BYPASS PUMPING	LS	1	$ 250,000.00	$ 250,000.00
3	DEMOLITION	LS	1	$ 450,000.00	$ 450,000.00
4	SITE WORK	LS	1	$ 500,000.00	$ 500,000.00
5	EARTHWORK	LS	1	$ 1,250,000.00	$ 1,250,000.00
6	UTILITIES	LS	1	$ 925,000.00	$ 925,000.00
7	CONCRETE	LS	1	$ 200,000.00	$ 200,000.00
8	METALS	LS	1	$ 30,000.00	$ 30,000.00
9	PUMPS	LS	1	$ 12,000.00	$ 12,000.00
10	MECHANICAL PIPING	LS	1	$ 350,000.00	$ 350,000.00
11	ELECTRICAL	LS	1	$ 300,000.00	$ 300,000.00
12	I&C	LS	1	$ 50,000.00	$ 50,000.00
	TOTAL UTILITY WORK				**$ 4,797,000.00**
17	TOTAL GMP				**$ 5,148,820.00**
	ALLOWANCES				
13	FPL ALLOWANCE	LS	1	$ 20,000.00	$ 20,000.00
14	TESTING ALLOWANCE	LS	1	$ 15,000.00	$ 15,000.00
15	PERMITS ALLOWANCE	LS	1	$ 5,000.00	$ 5,000.00
16	MOT ALLOWANCE	LS	1	$ 25,000.00	$ 25,000.00
	TOTAL ALLOWANCES				**$ 65,000.00**
18	FEE 6.5%				$ 357,541.60
19	Contractors Contingency -5%				$ 257,441.00
20	Project Contingency - 5%				$ 257,441.00
21	GL Insurance				$ 1,500.00
22	Subcontractors Bond 2%				$ 98,000.00
23	Halfacre Construction BOND 1.2%				$ 77,321.80
24	**GMP PROPOSAL PRICE**				**$ 6,263,065.40**

EXHIBIT G

AFFIDAVIT OF NO CONFLICT

TO: The City of Bradenton, herein called the "Owner."

Pursuant to bidding requirements for the work titled " LIFT STATION 13 DEMOLITION AND LIFT STATION 3 IMPROVEMENTS ,"

the enclosed contract documents shall be provided to the Owner.

State of FLORIDA

County of MANATEE

JOHN J. COX, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is PRESIDENT (officer's title) of HALFACRE CONSTRUCTION COMPANY (company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _ or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

John J. Cox, III

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13 day of January, 20 26, by John J. Cox III who is X Personally Known OR _____ Produced Identification, Type of Identification Produced _____.

Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)
Kimberly Ann Johnson

KIMBERLY ANN JOHNSON NOTARY PUBLIC MY COMMISSION EXPIRES 1-14-2026 STATE OF FLORIDA COMMISSION NUMBER HH 428621

(Seal)
Commission Expires: 01/14/26

EXHIBIT H

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2026

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 Arthur J. Gallagher Risk Management Services, LLC 201 E 4th Street Suite 625 Cincinnati OH 45202	**CONTACT NAME:** Julie King **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** certrequests@ajg.com
INSURED HALFCON-01 Halfacre Construction Company Attn: Joanne Stoner 7015 Professional Parkway East Sarasota FL 34240	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** FCCI Insurance Company — 10178 **INSURER B :** Monroe Guaranty Insurance Company — 32506 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 677910779 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			CPP100064573	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA100064576	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			UMB100064575	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC0100064579	1/1/2026	1/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Leased & Rented Equipment			CPP100064573	1/1/2026	1/1/2027	Limit Deductible	$100,000 $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: LS03 Expansion - Project RFQ-22-038-TWS

CERTIFICATE HOLDER

City of Bradenton, Public Works & Utilities
888 13th Ave E.
Bradenton FL 34208

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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PERFORMANCE BOND

CONTRACTOR (*Name and Address*):
Halfacre Construction Company
7015 Professional Parkway, Sarasota, FL 34240

SURETY (*Name, and Address of Principal Place of Business*):
Berkley Insurance Company
475 Steamboat Road, Greenwich, CT 06830

OWNER (*Name and Address*): City of Bradenton
Public Works & Utlities
888 13th Ave. E
Bradenton, FL 34208

CONTRACT
Effective Date of Agreement: 11/12/2025
Amount: $6,263,065.40
Description (*Name and Location*): Lift Station 03 (LS03) Expansion
Bradenton, FL 34208

BOND
Bond Number: 0274621
Date (*Not earlier than Effective Date of Agreement*): January 20, 2026

Amount: $6,263,065.40
Modifications to this Bond Form: NONE

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Halfacre Construction Company (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

John J. Cox III
Print Name

President
Title

Attest: _____
Signature

EXECUTIVE ASSISTANT
Title

SURETY

Berkley Insurance Company (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

Edward J. Wood III
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature

Title Attorney-in-Fact & Bond Manager

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are 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.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

EXHIBIT I - BONDS

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

EXHIBIT I - BONDS

Public Work
F.S. Chapter 255.05 (1)(a) Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 0274621

CONTRACTOR NAME: Halfacre Construction Company

CONTRACTOR ADDRESS: 7015 Professional Parkway, Sarasota, FL 34240

CONTRACTOR PHONE NO: 941.907.9099

SURETY COMPANY: Berkley Insurance Company

OWNER NAME: City of Bradenton (Public Works & Utilities)

OWNER ADDRESS: 888 13th Ave. E
Bradenton, FL 34208

OWNER PHONE NO.: 941.708.6300

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)

OBLIGEE ADDRESS:

OBLIGEE PHONE NO.:

BOND AMOUNT: $6,263,065.40

CONTRACT NO.: (If applicable)

DESCRIPTION OF WORK: Lift Station 03 (LS03) Expansion

PROJECT LOCATION: Bradenton, FL 34208

LEGAL DESCRIPTION: (If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
Halfacre Construction Company
7015 Professional Parkway, Sarasota, FL 34240

SURETY (*Name, and Address of Principal Place of Business*): Berkley Insurance Company
475 Steamboat Road, Greenwich, CT 06830

OWNER (*Name and Address*): City of Bradenton
Public Works & Utlities
888 13th Ave. E
Bradenton, FL 34208

CONTRACT
Effective Date of Agreement: 11/12/2025
Amount: $6,263,065.40
Description (*Name and Location*): Lift Station 03 (LS03) Expansion
Bradenton, FL 34208

BOND
Bond Number: 0274621
Date (*Not earlier than Effective Date of Agreement*): January 20, 2026
Amount: $6,263,065.40
Modifications to this Bond Form: NONE

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
Halfacre Construction Company (Seal)	Berkley Insurance Company (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
John J. Cox III	Edward J. Wood III
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest: _____	Attest: _____
Signature	Signature
EXECUTIVE ASSISTANT	
Title	Title Attorney-in-Fact & Bond Manager

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are 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.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay

Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker:
Owner's Representative (*Engineer or other*):

No. BI-10418a

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Edward J. Wood, III or Faye Clark of Construction Casualty Insurance, LLC of St. Petersburg, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

(Seal)

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of JANUARY, 2026.

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

EXHIBIT J - STANDARD FORMS
Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... $ _____

2. Net change by Change Orders..... $ _____

3. Current Contract Price (Line 1 ± 2)..... $ _____

4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... $ _____

5. RETAINAGE:

a. ____ **X** ____ **Work Completed..... $** _____

b. _____ **X** _____ **Stored Material..... $** _____

c. Total Retainage (Line 5a + Line 5b)..... $ _____

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... $ _____

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... $ _____

8. AMOUNT DUE THIS APPLICATION..... $ _____

9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Application Number:
Application Period:	Application Date:

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Application Number:
Application Period:	Application Date:

A					B	C				D	E	F	G	H
Item		Bid Item Quantity	Bid Item Unit	Unit Price	Bid Item Value ($)	Estimated Quantity Installed Previous Period		Estimated Quantity Installed This Period		Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description					Quantity	Amount	Quantity	Amount					

Stored Material Summary

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously: Date Placed into Storage (Month/Year)	Stored Previously: Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work: Date (Month/ Year)	Incorporated in Work: Amount ($)	Materials Remaining in Storage ($) (D + E - F)
				Totals							

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:	
Owner: City of Bradenton	Owner's Contract No.:
Contract:	

This definitive Certificate of Substantial Completion applies to:

All Work under the Contract Documents:

_____

_____

_____

_____

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

_____

_____

_____

Contractor's Amended Responsibilities:

_____

_____

_____

_____

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

CERTIFICATE OF GUARANTEE

OWNER/CLIENT:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

ENGINEER:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

CONTRACTOR:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

PROJECT NAME: _____

DESCRIPTION OF WORK: _____

DATE OF ISSUANCE: _____

The Work under the Contract, except as expressly excluded, and all of its subcontracts, severally and collectively, whether herein stipulated in each case or not, shall be guaranteed against faulty workmanship and/or material as specified below from date of acceptance of the work. The provisions of the guarantee and/or guarantees shall be incumbent on all parties of the work, including the Contractor, each subcontractor, all material supply houses and all manufacturers whose products and/or equipment are incorporated into the facilities.

Neither the Certificate of Substantial Completion, Final Certificate of Payment, nor any provision in the Contract Documents, nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work, materials, or equipment not performed or installed in accordance with the Contract Documents, or relieve the Contractor or his Sureties of liability in respect to any warranties or responsibility for faulty materials or workmanship.

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Maintenance Bond shall remain in full force and effect through the guarantee period.

CONTRACTOR	BY	DATE
ENGINEER	BY	DATE
OWNER	BY	DATE

XC: DESIGN ENGINEER - CONSTRUCTION ENGINEER - CONTRACTOR - OWNER

OTHER: _____

CHANGE ORDER (CO) NO. _____

OWNER/CLIENT: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

ENGINEER: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

PROJECT NAME: _____

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: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase/Decrease] from previously approved Change Orders No._____ to No._____: $_____	[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: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase/Decrease] of this Change Order: $_____	[Increase/Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	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
SUBTOTAL		

ATTACHMENTS
(List documents supporting change.)

_____

_____

_____

_____

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: _____

AGENDA ITEM NO. 9.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 28, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Second Amendment to Purchase and Sale Agreement between New Rogers Garden, Limited Partnership, Housing Authority of the City of Bradenton, and the City of Bradenton

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The original Purchase and Sale Agreement between the parties required written approval of the transaction by the U.S. Department of Housing and Urban Development ("HUD"). It has been determined that HUD approval and sign off is no longer required and all references to such in the agreement should be deleted. This Second Amendment deletes all such references. No other changes were made.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve the Second Amendment to Purchase and Sale Agreement between New Rogers Garden, Limited Partnership, the Housing Authority of the City of Bradenton, and the City of Bradenton and authorize the Mayor to execute

all closing documents required to consummate the purchase.

ATTACHMENTS:
Second Amendment to Purchase and Sale Agreement

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT
(Bradenton Village)

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "**Amendment**") is made as of this _____ day of _____, 2026 (the "Effective Date"), by NEW ROGERS GARDEN, LIMITED PARTNERSHIP ("New Rogers"), a Florida limited partnership and HOUSING AUTHORITY OF THE CITY OF BRADENTON, a public body corporate and politic (the, "Seller"), and CITY OF BRADENTON, a municipal corporation of the state of Florida ("Buyer").

WITNESSETH:

WHEREAS, New Rogers, Seller and Buyer entered into a Purchase and Sale Agreement on November 12, 2025 and amended the same on December 19, 2025 (the "Agreement");

WHEREAS, the parties have agreed to amend the Agreement as more fully provided for herein.

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, hereto agree as follows:

1. **RECITALS**. The above recitals are true and correct and incorporated herein.

2. **TITLE INSURANCE; SURVEY**. The parties have determined that HUD approval and sign off is no longer required and seek to delete all references to such in the Agreement. Section 5 is revised and reinstated below by solely deleting the last 2 sentences:

"5. Title Insurance; Survey. Buyer shall obtain the following at its sole cost and expense (a) a title insurance commitment for the Property (the "Title Commitment") issued by the Title Company through its agent, Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., 200 East Las Olas Boulevard, Suite 2100, Fort Lauderdale, Florida 33301, and (b) a survey of the Property (the "Survey"). Buyer shall provide written objections to Seller of any defects or objections of title to the Property disclosed by such Title Commitment or the Survey (any such title exception or survey matter to which Buyer objects being called a "Noted Exception") by written notice given to Seller not later than the date that is five (5) business days prior to the end of the Due Diligence Period. Seller may, within five (5) business days after Buyer gives Seller such notice of a Noted Exception(s) (such five business day period being called the "Response Period"), give Buyer written notice that Seller will cure or use commercially reasonable efforts to cure any such Noted Exceptions at or prior to Closing, in which event Seller will cure or use commercially reasonable efforts to cure any such Noted Exceptions at or prior to Closing. If Seller does not, within the Response Period, give Buyer written notice that Seller will cure or use commercially reasonable efforts to cure a Noted Exception to which Buyer has objected as provided above, Buyer may, by written notice given to Seller, terminate this Agreement by giving written notice to Seller, in which case the Earnest Money shall be returned to Buyer (less $100 which the Title Company shall pay to Seller as consideration for this Agreement). If Buyer does not so terminate this Agreement,

Buyer will be deemed to have waived the objection to the Noted Exception and the Transaction shall proceed without reduction in the Purchase Price. If Seller notifies Buyer during the Response Period that Seller will cure or use commercially reasonable efforts to cure any Noted Exception, but Seller fails to cure such Noted Exception by the Outside Closing Date (as defined below), then Buyer may refuse to close the Transaction by reason of such Noted Exception, in which case the Earnest Money shall be returned by the Title Company to Buyer and the Agreement shall be terminated (less $100 which the Title Company shall pay to Seller as consideration for this Agreement). However, if Buyer does not refuse to close the Transaction by reason of such Noted Exception, Buyer shall be deemed to have waived its objection to such Noted Exception. The title exceptions and Survey matters to which Buyer does not object as provided above, together with any Noted Exceptions to which Buyer objects but subsequently waives its objection, are collectively called the "Permitted Exceptions;" provided that the lien for real estate taxes and assessments will in any event be a Permitted Exception. Buyer shall be solely responsible for all due diligence costs. Buyer shall be solely responsible for the cost of acquiring a Survey and any title insurance policies obtained by Buyer."

3. **MODIFICATION.** The remaining provisions set forth in the Agreement are unmodified and remain in full force and effect.

4. **COUNTERPARTS.** This Amendment may be executed in several counterparts, each of which shall be construed as an original notwithstanding that all parties may not be signatories at the same counterpart.

5. **FACSIMILE/ELECTRONIC COPY**. A facsimile/electronic copy of this Amendment and any signatures thereon shall be considered originals.

6. All other provisions of the Agreement not inconsistent herewith are ratified and confirmed. In the event that any of the terms of this Amendment and the Agreement conflict, the terms of the Amendment shall control.

Remainder of Page Intentionally Blank – Signature Page Follows

Seller and Buyer have executed this Agreement as of the Effective Date.

NEW ROGERS:

NEW ROGERS GARDEN LIMITED PARTNERSHIP,
a Florida limited partnership

By: Bradenton Village GP 5, LLC, a Florida limited liability company, its general partner

By: _____
Name: John Tatum
Title: President

SELLER

HOUSING AUTHORITY OF THE CITY OF BRADENTON, FLORIDA, a public body corporate and politic established pursuant to Chapter 421 of the Florida Statutes

By: _____
Name: _____
Title: _____

BUYER:
CITY OF BRADENTON,
a municipal corporation of the state of Florida

By: _____
Name: Gene Brown
Title: Mayor

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SECOND AMENDMENT TO WATERTANK LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATERTANK LEASE AGREEMENT ("Amendment") is made and entered into by and between City of Bradenton, a political body of the State of Florida ("Lessor"), and T-Mobile South LLC, a Delaware limited liability company ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Watertank Lease Agreement dated July 13, 2005, as amended on August 25, 2021 (collectively the "Agreement"), with respect to Premises located at 2901 59th Street West, Bradenton, Florida, 34209 (the "Property").

B. Pursuant to the terms of the Agreement, the Agreement expires on August 22, 2030.

C. Lessee desires to negotiate the terms of the Agreement and renew the Agreement with the negotiated terms.

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

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

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

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

2. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

> This extended term shall commence on August 23, 2030 and shall continue for an initial term (the "Original Term") of five (5) years. Thereafter, this Agreement shall continue in force and effect upon the terms and conditions contained herein for one (1) renewal term of five (5) years each unless Lessee terminates this Agreement by providing written notice to Lessor at least six (6) months prior to the expiration of the Original Term or any renewal term. In addition to any other rights of termination provided herein, the Lessor has the absolute right to terminate the Agreement if it is later determined by the Lessor that the

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Agreement space is needed for municipal purposes. In such event, the Lessor agrees to provide Lessee twelve (12) months prior written notice of such action.

3. Section 3 of the Agreement shall be amended to reflect that effective August 23, 2030 the annual rent payment shall be $36,000.00 and that the annual rent shall escalate on August 23, 2035 at the rate of 15% per term.

4. Section 21 of the Agreement shall be deleted in its entirety and replaced with the following:

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

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

City of Bradenton Public Works and Utilities Department
Public Works Annex, 1411 9th Street West, Bradenton, FL 34205
Attn: Public Works and Utilities Director
Telephone: 941-708-6300

LESSEE:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Agreement Compliance / A2F3003A

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

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

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The Lessee shall be responsible for any costs associated with the removal and any costs associated with the Lessee's use of a temporary transmission site or cell on wheels.

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

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

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

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

T-MOBILE SOUTH LLC, a Delaware limited liability company

DocuSigned by:
By: Elisabeth Boyer
935ED204DFAB4B0...
Name: Elisabeth Boyer
Title: Sr. Manager, Procurement
Date: 1/7/2026

CITY OF BRADENTON

By:_____
Name:_____
Title:_____
Date:_____