AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, February 11, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Lead Pastor Tom Pelt with the Church at Bradenton

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Year of People with Disabilities
Year of People with Disabilities Proclamation

4. PRESENTATIONS

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) Administrative Services: Resolution 26-21 - Amendment to the 2023-26 Local Housing Assistance Plan
Resolution 26-21
b) Clerk: Minutes from the January 14, 2026, City Council Meeting
01-14-26 City Council Meeting Minutes
c) Legal: Final Order for Appeal No. APL-25-003 - Cottonmouth Soul Kitchen
Final Order for Appeal Number APL-25-0003
d) Legislative: Resolution 26-14 - Grievance Board Reappointment
Resolution 26-14
e) Legislative: Resolution 26-15 - Grievance Board Reappointment
Resolution 26-15
f) Legislative: Resolution 26-16 - Grievance Board Reappointment
Resolution 26-16
g) Legislative: Resolution 26-17 - Grievance Board Appointment
Resolution 26-17

h) Legislative: Resolution 26-18 - Grievance Board Reappointment

Resolution 26-18

i) Legislative: Resolution 26-19 - Grievance Board Reappointment
Resolution 26-19

j) Legislative: Resolution 26-20 - Grievance Board Reappointment
Resolution 26-20

k) Purchasing: Agreement for Construction Manager at Risk (CMAR) Preconstruction Services with TLC
Diversified, Inc. for WRF Reject Tank
Agreement for Construction Manager at Risk with TLC Diversified, Inc.

l) Purchasing: Agreement for Construction Manager at Risk (CMAR) Preconstruction Services with TLC Diversified, Inc. for WRF Equalization Tank
Agreement for Construction Manager at Risk Services with TLC Diversified, Inc.

m) Purchasing: Construction Contract with Landmark Services of South West Florida Inc. for the Ironwood Water Main Replacement Project
Construction Contract with Landmark Services of South West Florida Inc.

n) Purchasing: Second Contract Amendment of ITB 22-002KC with C-Squared Certified General Contractor, Inc.
Second Contract Amendment of ITB 22-002KC with C-Squared Certified General Contractor, Inc.

o) Purchasing: Term Contract for Insertion Valve and Line Stop Services with R&M Service Solutions, LLC.
Term Contract for Insertion Valve and Line Stop Services

p) Purchasing: Term Contract for Ready-Mix Concrete with Concrete-On-Call, Inc.
Term Contract for Ready-Mix Concrete

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 26-02 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0024 TO ALLOW A PUBLIC FACILITY TO BE LOCATED AT 2115 9TH STREET EAST, BRADENTON, FLORIDA (PARCEL ID NO. 4687900059), AS MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.
Resolution 26-02
Application Materials
Staff Report
Presentation

b) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 26-03 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0025 TO ALLOW A PUBLIC FACILITY TO BE LOCATED AT 1706 9TH STREET EAST, BRADENTON, FLORIDA (PARCEL ID NO. 4633211009), AS MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Resolution 26-03
Application Materials
Staff Report
Presentation

c) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 26-04 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0023 TO OPERATE A DRIVE THRU SERVICE STATION/REPAIR FACILITY IN THE SCC (SUBURBAN COMMERCIAL CORRIDOR) ZONING DISTRICT FOR PROPERTY LOCATED AT 3511 MANATEE AVENUE WEST, BRADENTON, FL (PARCEL 3677000006) BRADENTON, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.
Resolution 26-04
Application Materials
Staff Report

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

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

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

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

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

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

AT COUNCIL MEETING:

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

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

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

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

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

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

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

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Year of People with Disabilities

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:
Year of People with Disabilities 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

Year of People with Disabilities
"Fix It In '26"
2026

Whereas, according to the 2024 Disability Update Census, 14.6 percent of Manatee County's population, approximately 58,683 residents live with a disability; and

Whereas, people with disabilities have identified multiple, overlapping barriers that impact daily life, including attitudinal, communication, physical, policy, programmatic, social and transportation barriers; and

Whereas, when individuals with disabilities were asked their wishes for greater independence and inclusion, they identified key priority areas including inclusive education, meaningful employment, accessible and affordable housing, community inclusion and social connection, accessible transportation and quality healthcare and therapies; and

Whereas, additional priorities include supportive services and advocacy, adaptive recreation opportunities, empowerment and the promotion of independence for people with disabilities across their lifespan; and

Whereas, true inclusion requires not merely participation, but intentional design, recognizing that *"Inclusion is not about being invited to play the game; it's about redesigning the game so everyone can play."*

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim the year of ***2026,*** as ***Year of People with Disabilities*** also known as ***"Fix It In '26"*** and urges all citizens to support and promote community-wide action to remove barriers and advance equity, access and inclusion for all people with disabilities.

Gene Brown
Mayor
February 11, 2026

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-21 - Amendment to the 2023-26 Local Housing Assistance Plan

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This amendment to the 2023-2026 Local Housing Assistance Plan will add acquisition, rehabilitation, and new construction for homeownership and barrier removal for physically disabled households as two new strategies. The addition of these strategies to the 2023-26 LHAP will enable the City to better meet the needs of low-income households in the community and to increase the supply of housing affordable to low- and moderate-income households.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 26-21.

ATTACHMENTS:
Resolution 26-21

CITY OF BRADENTON

RESOLUTION NUMBER 26-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON FLORIDA AMENDING THE 2023-2026 LOCAL HOUSING ASSISTANCE PLAN TO ADD ACQUISITION/REHABILITATION/NEW CONSTRUCTION HOMEOWNERSHIP AND BARRIER REMOVAL STRATEGIES; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE AMENDED 2023-2026 LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9089, Florida Statutes (2025), and Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the City wishes to amend its 2023-2026 Local Housing Assistance Plan to add Acquisition/Rehabilitation/New Construction Homeownership and Barrier Removal strategies to promote development of affordable housing, provide purchase assistance to homebuyers of such affordable housing properties, and provide financial assistance to homeowners to make their homes more accessible for household members with mobility issues (the "Amendments"); and

WHEREAS, the Amendments are permitted under SHIP program regulations and such Amendments will allow the City to better serve its residents; and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Bradenton to submit the amended 2023-2026 Local Housing Assistance Plan for approval by the Florida Housing Finance Corporation.

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

Section 1: The City Council hereby approves the amended 2023-2026 Local Housing Assistance Plan, as attached hereto and incorporated herein as Exhibit "A", for submission to submission to the Florida Housing Finance Corporation as required by ss. 420.907 - 420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the amended 2023-2026 Local Housing Assistance Plan, and to do all things necessary and proper to carry out the terms and conditions of said program.

Section 3: This Resolution shall repeal and replace all prior resolutions in conflict herewith to the extent of such conflict.

Section 4: 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 11TH DAY OF FEBRUARY 2026.

ATTEST:

_____ _____

Tamara Melton, City Clerk Gene Brown, Mayor

APPROVED AS TO FORM:

_____

Scott Rudacille, City Attorney

City of Bradenton

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026

Revised 2/2/26

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance) G. Interlocal Agreement	

I. Program Details:

A. LG(s)

Name of Local Government	
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Special Needs applicants receive a priority in all strategies, followed by very low income households.

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has

administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government		10%
Third Party Entity/Sub-recipient		

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. Project Delivery Costs: Project delivery costs will be granted to clients of the housing rehabilitation and housing reconstruction strategies. These project delivery costs may include initial inspections, scope of work

development, meeting with contractors on site for eh bid process, and construction oversight. These project delivery costs are actual amounts of services and deliverables, not to exceed ____.

T. Essential Service Personnel Definition (ESP): ESP includes municipal workers, teachers and educators, other school district, community college , and university employees, police and fire personnel, health care personnel, utility workers, licensed child care workers, skilled building trades and active duty military including the Coast Guard and the National Guard.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: The City will work to ensure that projects involving SHIP dollars will incorporate green building and energy saving products and process to the greatest extent possible. The Housing Rehabilitation, Housing Reconstruction, and Multifamily Rental Construction strategies will be most affected by the incorporation of these items. While the following items will be included in these projects, the city will not limit its green building and energy saving activities to these items alone:

1. **Roofs**- Energy Star qualified roof coverings will be used. If necessary, the attic will be insulated to the correct R factor if necessary.
2. **Windows**- Energy Star qualified impact windows will be used.
3. **Doors-** Insulated impact-rated exterior doors will be installed. This includes garage lift doors.
4. **HVAC units -** Energy-Star qualified units will be installed. In addition, a residential load calculation will be completed in order to ensure the HVAC system is properly sized to heat and cool the home.
5. **Plumbing**- WaterSense products will be used in plumbing repairs.
6. **Solar power systems**- if customers are interested in having a solar power system installed as part of the rehab work, this can be done. However, the roof will also be assessed for life expectancy' and replaced if necessary, prior to the solar power system being installed.
7. **Other items-** other items designed to increase the energy efficiency of the home will be considered, based on the scope of work for the project.

U. Describe efforts to meet the 20% Special Needs set-aside: Historically, the city has met its special needs set aside primarily through its housing rehabilitation strategy. Housing rehabilitation can include modifications made to the home to increase its livability for a special-needs family member. The City expects this trend to continue. The City also assisted people with special needs through its multifamily construction/rehabilitation strategy, so it is possible that this could happen in the future, depending on SHIP program funding.

(describe which strategies and how Special Needs are prioritized for funding as well as agency partners working in this area) Need to complete!

W. Describe efforts to reduce homelessness: In 2019, the city provided a local nonprofit SHIP funding for an eviction protection program, designed to prevent people who are behind on their rent through no fault of their own from becoming homeless. The city will continue with the rental deposit/eviction protection strategy in this LHAP. Funding will depend upon SHIP program funds received.

Over the past several years, the city has provided funding for homeless prevention activities, provided funding for services for people who are homeless or at risk of homelessness, and funding for people who are homeless and either cannot be sheltered in local shelters due to family composition or who are about to be discharged from a medical or mental health facility into homelessness.

The Bradenton Police Department has a Homeless Outreach Team (HOT), which engages with people who are homeless and/or stranded in Bradenton. They assist these people with transportation back home, lodging, food, or other necessities. This program is in its sixth year.

(describe which strategies and how Special Needs are prioritized for funding as well as agency partners working in this area) Need to complete!

Section II. LHAP Strategies (Please read LHAP Strategy Quick Guide before developing strategies):

A. Purchase Assistance Strategy	Code: 1,2

Summary: The purchase assistance strategy will provide purchase assistance to the first-time homebuyers, as defined in Section 1, Paragraph R of this LHAP. This purchase assistance includes, but is not limited to down payment assistance, closing cost assistance up to $10,000, principal reduction payments, and buying down the rate on the mortgage, up to the maximum amount available. HUD FHA 203k loans are eligible for this strategy
a.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate, up to 140% AMI

d. Maximum award: $20,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repayment loan secured by a note and mortgage
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: Any unpaid balance will be forgiven at the end of the 30-year term, provided the loan is in good standing. "Good standing" means that the loan is not delinquent (no more than 10 payments that are over 15 days late over the life of the loan or in default at that time).
5. Repayment: Repayments are required, and the minimum monthly payment is $50. Payments are based upon a total debt to income ratio, which is calculated as (first mortgage + long term debt + COB SHIP loan/gross monthly income). These terms are defined below:

- First mortgage: Principal, interest, insurance, and taxes.
- Long-term debt: Any debt with 12 or more payments remaining.

- COB loan: City purchase assistance loan calculated monthly payment.
- Gross monthly income: Monthly income before deductions.

The monthly payment is calculated using a worksheet that calculates the customer's debt to income ratio before the City's monthly loan payment is added to it. This monthly payment is adjusted until the total debt to income ratio reaches 35%. For those who are unable to repay the loan when assistance is provided, the loan will be deferred for three years.

When the deferral period is over, the homeowner will complete a new application, and a determination will be made as to whether they can afford to make payments. If they are unable to make payments, the loan will be deferred for the remainder of the loan term and will be released at the end of the loan term, If the homeowner passes away, vacates the property, or rents it out, repayment may be accelerated with payback terms to be negotiated with the owner and/or heirs.

Payments will be made on a monthly basis for the first ten years of the loan. Any remaining balance will be forgiven at the end of the 30-year loan term. In the case of repayable loans, the debt to income ratio will be reviewed by Housing and Community Development staff per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely - if necessary - to meet the maximum 35% debt to income ratio, should there be a decrease in income.

6.Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold, leased, or conveyed.

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in Section I, paragraph I.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Should the homebuyer default on their first mortgage while the city has an active lien on the property, the city will provide the firm handling the foreclosure with a payoff amount, If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the city's payoff, the lien will be written off as a loss.

Eligible properties will be located in the Bradenton city limits. These properties may be single-family homes, duplexes, condominiums, townhomes, or manufactured homes attached to a permanent foundation. Manufactured homes must be constructed after June 1994 and manufactured in accordance with the wind zone standards where the home is located. The manufactured home must also be installed in accordance with the installation standards for mobile or manufactured homes contained in 15C-1, F.A.C. When rehabilitating a manufactured home, the customer must own the land on which the home is situated.

If a short sale is pursued as an alternative to foreclosure, program staff will provide the City Attorney with a payoff amount in order to negotiate a settlement. If the city receives a partial payoff, the city may still

release the lien to facilitate the sale, based upon the counsel of the City Attorney. All payments received, either through regular loan payments, first mortgage default payoffs, or short sale payoffs will be considered program income.

Borrowers may apply for additional assistance within five years of receiving purchase assistance, provided their loan is in good standing at the time of application.

B. Housing Rehabilitation Strategy	Code: 3

a. Summary: the purpose of this strategy is to correct health violations, code violations, safety hazards, and to improve the energy efficiency of homeowner housing in the City of Bradenton. As much as possible, green building features will be incorporated into the repair work. For wood frame homes built before 1995 and that are not on a slab foundation, repairs will be limited to the replacement of HVAC systems.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate, up to 140% AMI

d. Maximum award: $100,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repayment loan/deferred loan/grant: Project costs under $5,000 will be provided as a grant. For project costs that exceed $5,000, the loan will be repayable or deferred, depending on the borrower's ability to repay the loan.
2. Interest Rate: 0%
3. Years in loan term: Years in loan term: The term of the loan will be based upon the amount borrowed. Below is a table describing loan terms and amounts.

Maximum amount awarded	Loan term
Up to $5,000	grant
$5,001-$10,000	5 years
$10,001-$30,000	10 years
$30,001-$50,000	15 years
$50,001-$60,000	20 years
$60,001-$100,000	30 years

4. Forgiveness: For repayable loans, any unpaid balance will be forgiven at the end of the loan term, provided the loan is in good standing at the end of the term. "Good standing" means that the loan is not delinquent (no more than 10 late payments over the life of the loan) or in default at that time. If the loan is not current and in good standing, the balance of the lien will remain on the property, repayable whenever the property is sold, leased or conveyed, for a period not to exceed 30 years. This balance will also become due and payable should the property be refinanced for a lower

interest rate or shorter term. For non-amortizing loans, the loan will be released at the end of the Loan term

5. Repayment: All borrowers will be evaluated for their ability to repay the loan. Repayments are based upon a total debt to income ratio of 35% (first mortgage + long-term debt + COB loan/gross monthly income). The definitions for these terms are:

- First mortgage: Principal, interest, insurance, and taxes.
- Long-term debt: Any debt with 12 or more payments remaining.
- COB loan: City purchase assistance loan calculated monthly payment.
- Gross monthly income: Monthly income before deductions.

The monthly payment is calculated using a worksheet that calculates the customer's debt to income ration before the City's monthly loan is added to it. This monthly payment is added to the worksheet until the total debt to income ratio reaches 35%. The City reserves the right to calculate payments at lower ratios, particularly for those at lower income levels. For those who are unable to repay the loan when assistance is provided, the loan will be deferred for three years.

When the deferral period is over, the homeowner will complete a new application, and a determination will be made as to whether they can afford to make payments. If they are unable to make payments, the loan will be deferred for the remainder of the loan term and will be released at the end of the loan term. If the homeowner passes away, vacates the property, or rents it out, repayment may be accelerated with payback terms to be negotiated with the owner and/or heirs.

In the case of repayable loans, the debt to income ratio will be reviewed per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely if necessary to meet the maximum 35% debt to income ratio, should there be a decrease in income.
ay the loan when assistance is provided, the loan will be deferred for three years.

Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold* leased, or conveyed

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in Section l, paragraph l.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Additional Information: Should the homebuyer default on their first mortgage while the City has an active lien on the property, the City will provide the firm handling the foreclosure with a payoff amount. If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the city's payoff, the lien will be written off as a loss.

If a short sale is pursued as an alternative to foreclosure, program staff will provide the City Attorney with a payoff amount in order to negotiate a settlement. if the city receives a partial payoff, the city may still release the lien to facilitate the sale, based upon the counsel of the City Attorney. All payments received, either through regular loan payments, first mortgage default payoffs, or short sale payoffs will be considered program income.

Borrowers may apply for additional assistance within five years of receiving housing rehabilitation assistance, provided their loan is in good standing at the time of application.

C. Housing Demolition/Reconstruction Strategy	Code: 4

a. Summary candidates for the reconstruction strategy will be applicants for housing rehabilitation whose repair costs exceed 50% of the replacement cost of the home. The 50% of the replacement cost of the home based upon a replacement cost of the existing home.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $150,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repayable or deferred loan based on the ability to repay the assistance.

2. Interest Rate: 0%
3. Years in loan term: 30
4. Forgiveness: For repayable loans, any unpaid balance will be forgiven at the end of the loan term, provided the loan is in good standing at the end of the term. "Good standing" means that the loan is not delinquent (no more than 10 late payments over the life of the loan) or in default at that time. If the loan is not current and in good standing, the balance of the lien will remain on the property, repayable whenever the property is sold, leased or conveyed, for a period not to exceed 30 years. This balance will also become due and payable should the property be refinanced for a lower interest rate or shorter term. For non-amortizing loans, the loan will be released at the end of the loan term.
5. Repayment: All borrowers will be evaluated for their ability to repay the loan. Repayments are based upon a total debt to income ratio of 35% (first mortgage + long-term debt + SHIP loan/gross monthly income). The definitions for these terms are:
   - First mortgage: Principal, interest, insurance, and taxes.
   - Long-term debt: Any debt with 12 or more payments remaining.
   - COB loan: City purchase assistance loan calculated monthly payment.
   - Gross monthly income: Monthly income before deductions.

   The monthly payment is calculated using a worksheet that calculates the customer's debt

to income ratio before the City's monthly loan is added to it. This monthly payment is added to the worksheet until the total debt to income ratio reaches 35%. The city reserves the right to calculate payments at lower ratios, particularly for those at lower income levels. For those who are unable to repay the loan when assistance is provided, the loan will be deferred for three years.

When the deferral period is over, the homeowner will complete a new application, and a determination will be made as to whether they can afford to make payments. If they are unable to make payments, the loan will be deferred for the remainder of the loan term and will be released at the end of the loan term. If the homeowner passes away, vacates the property, or rents it out, repayment may be accelerated with payback terms to be negotiated with the owner and/or heirs.

In the case of repayable loans, the debt to income ratio will be reviewed per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely if necessary in order to meet the maximum 35% debt to income ratio, should there be a decrease in income.

6. Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold, leased, or conveyed.

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in section 1 Paragraph l.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Should the homebuyer default on their first mortgage while the city has an active lien on the property, the city will provide the firm handling the foreclosure with a payoff amount. If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the city's payoff, the lien will be written off as a toss.

If a short sale is pursued as an alternative to foreclosure, program staff will provide the City Attorney with a payoff amount in order to negotiate a settlement. If the city receives a partial payoff, the city may still release the lien to facilitate the sale, based upon the counsel of the City Attorney. All payments received, either through regular loan payments, first mortgage default payoffs, or short sale payoffs will be considered program income.

Borrowers may apply for additional assistance within five years of receiving housing rehabilitation assistance, provided their loan is in good standing at the time of application.

D. Rental Assistance (tenant) and Security and/or Utility Deposits Strategy	Code: 13,23

a. Summary: This strategy will provide upfront financial assistance with rental security deposits, first and last months' rents and utility deposits. If this amount is not sufficient to cover the cost of moving into a rental unit, the family must be able to make up the difference or they will be considered ineligible to receive the assistance.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $3,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first-qualified, first. served basis and the priorities described in Section l, Paragraph l.

g. Sponsor Selection Criteria: This strategy will be administered by a sponsor, that sponsor must be a nonprofit with at least five years' experience administering this type of program and will be chosen through a competitive application process. Access to HMIS is preferable, since the sponsor could be working with households that are homeless or at risk of homelessness, but it is not necessary. However, if two agencies are equal in terms of capacity and experience, preference will be given to the agency that has access to HMIS.

The sponsor will enter into an agreement with the city to provide the services and will be responsible for completing monthly and quarterly reports on the strategy, as well as providing a final closeout report at the end of the grant year. The sponsor will be responsible for maintaining client files and will have them available for inspection by City staff upon request. The sponsor will be able to reimburse for service delivery costs, such as inspection fees and eligibility determination and case management for applicants for the assistance.

Additional Information: The funds will either be paid directly to the party that is owed the funds or to the sponsor on a reimbursement basis. No funds will be given directly to the household. Households may apply for additional assistance, but there must be at least three years between the times the households apply for assistance.

Applicants should be leasing units where their gross monthly rent does not exceed 30% of their gross monthly income; however, applicants may rent units where the rent is 50% of their gross monthly income, provided that they are able to sustain this level of rent after the assistance has been provided. The recipients must show that they are able to continue making the monthly rental payments after the assistance is provided, and they must be signing at least a 12-month lease.

Eviction protection will be provided to households who have fallen behind on their rent and have received an eviction notice. Eligible reasons for falling behind on rent are as follows:

a) Involuntary loss in pay due to unemployment/underemployment.
b) Divorce/separation resulting in a temporary loss in income.
c) Death of a spouse resulting in a loss in income.
d) Sudden, unforeseen medical payments.
e) Involuntary loss of verifiable income from other sources (temporary or permanent).
f) Worked missed due to family member illness.
g) Unexpected vehicle repair bills.

If there is a difference between the $3,000 and the amount owed, the applicant must be able to pay this difference in order to be eligible for the assistance.

h. Additional Information:

E. Multifamily Rental Construction	Code: 14, 20, 21

a. Summary: This strategy is designed to provide nonprofit and for-profit developers with deferred loans for the production of affordable multifamily rental units within the City. Funds may be used for the acquisition, rehabilitation of multifamily units, including duplexes, transitional/group home housing, or the housing portion of a mixed-use facility. The funds may be used for infrastructure costs as well as the costs of acquiring, rehabilitating, or constructing the units on a pro rata basis. The funds may be used as a match for other state and federal housing programs, such as HOME or SAIL.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $150,000 per development

e. Terms:

1. Repayment loan/deferred loan/grant: deferred loan, secured with a Land Use Restriction Agreement (LURA) and mortgage, both of which will be recorded.

2. Interest Rate: 0%
3. Years in loan term: 15
4. Forgiveness: The deferred loan will be forgiven at the end of the 15-year term, provided the developer abides by the terms of the mortgage and LURA.

5. Repayment: Repayment will not be required as long as the developer abides by the term of the mortgage and LURA.

6.Default: If the developer fails to begin construction within six months of receiving funding, they will be in default. If the project is not completed within two years the developer will repay any unused funds, and if they have spent a portion of the funds awarded, the developer will still be required to comply with the eligibility period and monitoring requirements. The developer may request an extension of up to one additional year if the delay is due to circumstances beyond their control. Circumstances beyond their control can include, but are not limited to: weather, difficulty obtaining building materials, and unexpected site findings. The decision to extend the contract will be solely at the city's discretion and will be made after a review of the circumstances surrounding the delay.

f. Recipient/Tenant Selection Criteria: Applications for potential tenants will be reviewed for eligibility by the development's management team and will be approved according to their policies and procedures. The developer and/or their management team may not refuse to rent to households receiving tenant-based rental assistance.

g. Sponsor/Sub-recipient Selection Criteria: Applications from project sponsors (or developers) will be reviewed on an ongoing basis, pending funding received. The following factors will be taken into consideration when reviewing proposals:

1) Capacity and capability to carry out the project, including financial capacity and capability.
2) Experience in completing affordable multifamily housing projects.
3) Leverage.
4) Site control.
5) Compatibility with the City of Bradenton Comprehensive Plan.
6) Neighborhood compatibility.
7) Creation of a mixed-income community.
8) Access to public transportation and walkability- proximity to shopping, schools, amenities.
9) Attractiveness of design.
10) ADA compliance and the use of universal design features.
11) Use of green building techniques.
12) Developerfee.

h. Additional Information: If the property is transferred to another entity prior to the end of the affordability period, the mortgage may be assumed, provided the new owner(s) continue making the units affordable. Any sale of units assisted under this strategy with a remaining mortgage balance must give a first right of refusal to eligible nonprofit organizations at the current market value for continued occupancy by eligible persons in accordance with Section 420.9075 (4) F. S.

The rental and income limits will be based on the SHIP program income and rent limits published annually by the Florida Housing Finance Corporation. Monitoring of rent and income eligibility will be completed . Monitoring of rent and income eligibility will be completed annually by SHIP program staff. In the case of

developments that the Florida Housing Finance Corporation or U.S. Department of Housing and Urban Development monitor, the SHIP program staff will rely on this monitoring for determination of rent and tenant eligibility.

annually by SHIP program staff. In the case of developments that the Florida Housing Finance Corporation or U.S. Department of Housing and Urban Development monitor, the SHIP program staff will rely on this monitoring for determination of rent and tenant eligibility.

F. Disaster Assistance	Code: 5, 16

a. Summary: a). Summary: The Disaster Strategy provides assistance to households following a disaster as declared by President of the United States or Governor of the State of Florida. SHIP disaster funds may be used for items such as, but not limited to:

i) purchase of emergency supplies for eligible households to weatherproof damaged homes;
ii) interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
iii) construction of wells or repair of existing wells where public water is not available;
iv) payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
v) security deposit for eligible recipients that have been displaced from their homes due to disaster;
vi) rental assistance for eligible recipients that have been displaced from their homes due to disaster;
vii) Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster;
viii) mortgage assistance for those who may have lost their employment due to disaster;
ix) assistance with utilities;
x) aid those who may have to travel out of state to find housing or live with family or friends
xi) Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $15,000

e. Terms :
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria Recipients will be selected based on their eligibility on a first-qualified, first-served basis and the priorities described in Section 1, Paragraph 1.

g. Sponsor Selection Criteria: N/A

h. Additional Information: This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. SHIP funds at all times must be used for eligible applicants and eligible housing.

G. Emergency Repair Strategy	Code: 6

a. Summary: These repairs are for smaller items that do not call for a major rehab. These could be roof repairs, termite treatments or window replacements. The expenses are not great but preserve affordable homes.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first-qualified, first. served basis and the priorities described in Section l, Paragraph l,

g. Sponsor Selection Criteria: N/A

h. Additional Information:

H. Foreclosure Prevention Strategy	Code: 7

a. Summary: This strategy will help those having trouble making their mortgage payments through no fault of their own. The assistance will be available to homeowners in need from 3 to six months. They must be able to show that they will be able to maintain their mortgage following assistance. Financial counseling will be a stipulation to receive funds.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default:N/A

f. Recipient/Tenant Selection Criteria: Must meet income requirements and be struggling to keep their mortgage current. Property will be in the City of Bradenton boundaries.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

I. Strategy Name: Barrier Removal	Code: 3

a. Summary: This activity will provide up to $20,000 as a grant to modify a home to make it more accessible for a household member with mobility issues. Applicants are not required to be special needs persons. This strategy can be used in combination with other strategies, such as Housing Rehabilitation Assistance or Emergency Repair.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low and low

d. Maximum award: $20,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in Section I, paragraph I.

g. Sponsor Selection Criteria: N/A

h. Additional Information: None

J. Strategy Name: Acquisition/Rehabilitation/New Construction-Homeownership	Code: 9, 10

a. Summary: This activity will provide funding to non-profit developers of affordable housing for homeownership. The funding will be provided as a loan repayable within 2 years or when the property is sold to a homebuyer, whichever occurs first. Homebuyers of these properties may receive up to $50,000 in purchase assistance, depending on funds availability.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: Up to $250,000 per unit (Developer) and $50,000 per unit (Homebuyer).

e. Terms:
1. Repayment loan/deferred loan/grant:
   Developer: Deferred, repayable after 2 years or when the property is sold to a homebuyer, whichever occurs first.
   Homebuyer: Repayable loan with a term of up to 20 years, depending on the amount awarded and the homebuyer's ability to repay the loan.
2. Interest Rate: 0%
3. Years in loan term:
   Developer: Up to 2 years
   Homebuyer: Up to 20 years
4. Forgiveness:
   Developer: Loan is not forgivable.
   Homebuyer: Any unpaid balance will be forgiven at the end of the 20-year term, provided the loan is in good standing. "Good standing" means that the loan is not delinquent (no more than 10 payments

that are over 15 days late over the life of the loan or in default at that time).

5. Repayment:
   Developer: Loan will be repaid in full at the time the property is sold to a homebuyer
   Homebuyer: The minimum monthly payment is $50. Payments are based upon a total debt to income ratio, which is calculated as (first mortgage + long term debt + COB SHIP loan/gross monthly income). These terms are defined below:
   - First mortgage: Principal, interest, insurance, and taxes.
   - Long-term debt: Any debt with 12 or more payments remaining.
   - COB loan: City purchase assistance loan calculated monthly payment.
   - Gross monthly income: Monthly income before deductions.

   The COB loan's monthly payment is calculated using a worksheet that calculates the customer's total debt to income ratio before the City's monthly loan payment is added to it. This monthly payment is adjusted until the total debt to income ratio reaches 42%. The total debt-to-income ratio will be reviewed by Housing and Community Development staff per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely - if necessary - to meet the maximum 42% total debt to income ratio, should there be a decrease in income. This change in monthly payments will be effective for six months. At the end of the six-month period, payments will revert to the original amount unless the customer requests an additional six-month deferral.

6. Default:
   Developer: The Developer will be considered in default if the property is not completed and sold within 2 years of being awarded funds for the project. Exceptions may be made if the Developer can show good cause for the reason for delay, provided this does not affect expenditure deadlines.
   Homebuyer: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default, and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold, leased, or conveyed.

f. Recipient/Tenant Selection Criteria:
Homebuyer: The Developer will submit a homebuyer package to the City. This homebuyer package will include information regarding family composition, income, assets, and whether the household is a special needs household. The homebuyer package will be submitted at least 30 days prior to closing so that the City may review the household's eligibility to purchase the home. If the Developer is requesting purchase assistance for the household, this request will be included with the homebuyer package.

g. Sponsor/Sub-recipient Selection Criteria: Developers will be selected based upon their previous performance developing affordable homeowner housing and must have at least five years of experience developing affordable homeowner housing.

h. Additional Information: Eligible properties will be located in the Bradenton city limits. In the case of properties assisted with purchase assistance, should the homebuyer default on their first mortgage while the City has an active lien on the property, the City will provide the firm handling the foreclosure with a payoff amount, If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the City's payoff, the lien will be written off as a loss.

If the Developer exercises a first right of refusal to acquire the property, the Developer has the option of paying the City the loan balance or keeping the loan balance as a subsidy for the next eligible buyer. If the loan balance is kept as a subsidy on the property, then the Developer will submit a homebuyer package to the City for review. Purchase assistance may be requested for the new homebuyer, and the loan balance subsidy will be considered in calculating the amount of purchase assistance to be provided to the homebuyer.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

Policy: The Planning and Community Development Department will expedite permits for all affordable housing projects, through the Planned Development Permit, in keeping with Goals Objectives, and Policies of the Housing Element of the City's Comprehensive Plan (Goal #1, Objective and Policy #6). The Planned Development Permit and its attendant process, is a discrete, identified part of the City's Land Development Regulations (LDRs) - the implementing ordinances (laws) by which land development projects are reviewed. Through this process affordable housing projects or projects with an affordable housing component receive a "fast track", unified review and are scheduled for the first available Planning Commission and City Council hearings.

B. Name of the Strategy**: Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

Policy: The Planning and Community Development Department will, on an on-going basis, review all housing review procedures to ensure a streamlined process for Planned Development Permits in accordance with the Housing Element of the City of Bradenton's Comprehensive Plan (Goal #2, Objective #2, Policy #6). Each year the City of Bradenton, in conjunction with the Affordable Housing Advisory Committee, will evaluate the process for permitting affordable housing and determine if there are process issues as they pertain to affordable housing. The City and the Affordable Housing Advisory Committee will recommend changes, if any are needed, to the City of Bradenton City Council for action.

C. Other Incentive Strategies Adopted:

1. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing: The City of Bradenton revised the Housing Element of the City's Comprehensive Plan in 2011. A new policy regarding a reduction and/or waiver of most impact fees as incentives for developing affordable housing was included in the updated plan.

2. The allowance of flexibility in densities for affordable housing: Currently, City's the Future land Use Element of the Comprehensive Plan and the Urban Central Business District, Urban Village zoning districts allow density bonuses for the provision of affordable housing.

3. The allowance of affordable accessory residential units in residential zoning districts: The City's zoning ordinance currently allows for accessory residential units in the "Village of the Arts" overlay district and is considering extending these uses to residential properties in the "Urban Village" land use designation.

4. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing: The City's Planned Development Permit zone district and process currently permits flexible lot configurations for all housing types and income levels.

5. Parking and setback requirements- areas of the city covered by form-based code already offer more generous parking and setback requirements, and the city allows for parking and setback reductions as incentives for the production of affordable housing.

6. The support of development near transportation hubs and major employment centers and mixed-use developments: The update of the City's Comprehensive Plan (especially the Future Land Use, Transportation, Design, Capital Improvements, and Housing Elements) is focusing on using the principles of "new urbanism" as a basis for developing a framework for future development of the City. Inherent in these principles is the support of development near transportation hubs and employment centers. This effort has been further enhanced by the incorporation these principles into the revision of the CRA Development Plans.

7. The Affordable Housing Advisory Committee recommends changing the form-based code to allow for more generous parking requirements.
MODIFICATION OF PARKING REQUIREMENTS

Meeting Synopsis: The city has this as an initiative. Furthermore, areas of the city covered by form-based code allow for more generous parking requirements.
Existing Strategy: The city allows for parking reductions as incentives for the production of affordable housing.
AHAC Recommendation: The committee recommends the City re-evaluate current parking space allotment. Perhaps more than one space per household is needed.
Implementation:. Changes will need to be discussed when the form-based code is evaluated.

8. **MODIFICATION OF SETBACK REQUIREMENTS**

Meeting Synopsis: The city has this as an incentive. Further, areas of the city covered by form-based code allow for more generous setback requirements.
Existing Strategy: The city allows for setback reductions as incentives for the production of affordable housing.
AHAC Recommendation: Use setback reductions as an incentive for the production of affordable housing. Develop a formal process for applying this incentive.
Implementation: The strategy was implemented in 7/06. Form-based code requirements were adopted in 6/11.

9. **MODIFICATION OF STREET REQUIREMENTS**

Meeting Synopsis: The city does not apply street requirements unless there is already a street at the site. If the developer is required to meet street requirements, these can be offset with impact fee credits.
Existing Strategy: Use impact fee relief to offset the cost of street requirements for the developer of affordable housing.
AHAC Recommendation: Adopt the modification of street requirements as an incentive for developing affordable housing. Define the incentive in quantifiable terms and develop a process for applying the incentive to affordable housing projects.
Implementation: Under consideration.

10. **PUBLIC LAND INVENTORY**

Meeting Synopsis: The city has an inventory of land it owns and is in the process of updating this inventory.
Existing Strategy: The city has an inventory of land it owns.
AHAC Recommendation: Evaluate this inventory to determine if there are any parcels suitable for affordable housing development.
Implementation: Completed 4/21.

ADDITIONAL RECOMMENDATIONS

AFFORDABLE GREEN BUILDING

Green Building provides a healthier environment for life on our planet.
Meeting Synopsis: The city encourages the use of energy efficient and environmental concepts for home building.
Existing Strategy: The city encourages the use of energy efficient and environmental concepts for home building, including affordable housing.
AHAC Recommendation: Continue to encourage the use of energy efficient and environmental concepts for home building, including affordable housing. The use of green building techniques could be encouraged through other incentives.
Implementation: 9/09

INCLUSIONARY ZONING

Inclusionary Zoning assists in the preparation of mixed-use environments with multiple housing types and income levels. By linking the production of affordable housing to private market development, inclusionary zoning expands the supply of affordable housing while dispersing affordable units through the municipality.
Meeting Synopsis: The city does not have any regulations regarding inclusionary zoning, but has considered it.
Existing Strategy: None.
AHAC Recommendation: Consider using inclusionary zoning as a method of ensuring a supply of affordable housing.
Implementation: Under consideration

WAIVER OF REINSPECTION FEES ON AFFORDABLE HOUSING PROJECTS

Meeting Synopsis: The city does not have this in place, although it does charge for missed inspection, and these fees increase as the number of reinspections for a single work item increase.
Existing Strategy: None.
AHAC Recommendation: Consider waiving fees for missed inspections for affordable housing developments
Implementation: Proposed this year by the Affordable Housing Advisory Committee

IMPACT STATEMENT

Meeting Synopsis: The AHAC does not have an Impact Statement, but is recommending one to be included in this year's strategies..
Existing Strategy: None.
AHAC Recommendation: The City will require that two trees be planted in the yard of every new home. The estimated expense is $500 per new construction.
Implementation: Work with Planning on changing the form-based code.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the January 14, 2026, City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the January 14, 2026, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the January 14, 2026, City Council meeting.

ATTACHMENTS:
01-14-26 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

January 14, 2026
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, January 14, 2026.

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

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

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

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

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

PROCLAMATIONS: None.

PRESENTATIONS:

a) Legislative: Celebrating the Manatee County Fair

Danny Alfonso, CEO and Manatee County Fair Manager, presented information about the numerous events scheduled to take place during the 2026 Manatee County Fair.

CITIZEN COMMENTS:

Colton Herman, 1111 31st Street West, voiced concerns about parking in his neighborhood.

ELECTION OF VICE MAYOR AND SECOND VICE MAYOR:

COUNCILWOMAN BARNEBEY NOMINATED COUNCILWOMAN KOCHER AS VICE MAYOR, and the nomination passed unanimously.

COUNCILWOMAN COACHMAN NOMINATED COUNCILMAN SCHUESSLER AS SECOND VICE MAYOR, and the nomination passed unanimously.

APPOINTMENT OF CRA BOARD CHAIR AND VICE CHAIR:

VICE MAYOR KOCHER NOMINATED COUNCILMAN SCHUESSLER AS THE CRA BOARD CHAIR, and the nomination passed unanimously.

COUNCILWOMAN COACHMAN NOMINATED COUNCILWOMAN GONZALEZ MOORE AS CRA VICE CHAIR, and the nomination passed unanimously.

CONSENT AGENDA:

a) City Administration: First Amendment to Opioid Interlocal Agreement with Manatee County
b) City Administration: Resolution 26-05 - Standard Operating Procedures Policy
c) Clerk: Minutes from the December 10, 2025, City Council Meeting
d) Clerk: Minutes from the December 11, 2025, City Council Workshop
e) Event Review Committee: Back to Angola Festival
f) Event Review Committee: DeSoto Grand Parade Block Party
g) Event Review Committee: MCR's Health Expo 2026
h) Finance: Resolution 26-06 - 2026 IRS Standard Mileage Rate
i) Police: Agreement between Florida Department of Law Enforcement (FDLE) for Fiscal Year 2025-26 Local Firearms Safety Training Program
j) Police: Drone Replacement Program Financial Assistance Agreement with the Florida Department of Law Enforcement (FDLE)
k) Public Works & Utilities: Change Order 2 for the Water Main Relocation for the Bradenton Police Headquarters
l) Public Works & Utilities: Change Order 3 for the Bradenton Police Headquarters Construction Project (Deductive)
m) Public Works & Utilities: Purchase Approval for one 2026 Peterbilt 520 Heil FEL 66K GVW
n) Public Works & Utilities: Purchase Approval for two 2026 Peterbilt 520 LABRIE 66K GVW
o) Public Works & Utilities: Work Assignment for the Addition of Fourth Clarifier Construction Inspection Services
p) Public Works & Utilities: Work Assignment for Downtown Surveys and Subsurface Utility Location
q) Public Works & Utilities: Work Assignment for Hydrogeologic Services during the Aquifer Recharge Well Construction
r) Public Works & Utilities: Work Assignment for Manhole Lining
s) Public Works & Utilities: Work Assignment for Manhole Lining
t) Public Works & Utilities: Work Assignment for Water Supply Planning Assistance

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

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

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

a) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 26-01 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON APPROVING APPLICATION PLN-MAJ-25-0001 FOR A MAJOR AMENDMENT TO THE BELLA SOLE PLANNED DEVELOPMENT PLAN (PDP) TO EXCLUDE THE PROPERTY LOCATED AT 3901 5TH AVENUE NE, BRADENTON, FLORIDA

(PARCEL ID NO. 1042800359), AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE STIPULATION REQUIRING INDIVIDUAL RESIDENCES TO PROVIDE FIRE SUPPRESSION SYSTEMS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Brandon Wink, City Planner, explained that the applicant was seeking approval for a major amendment to an existing Planned Development Plan (PDP) to exclude the property at 3901 5th Avenue NE from the stipulation requiring fire suppression for new residential construction properties in the Bella Sole community.

Mr. Wink presented information on the proposed property, which included property history, photographs, and a zoning map. He explained the fire suppression system stipulation was made for the other homes in the community due to their close proximity and community entrance gate.

Chris Melser, Fire Marshal/Investigator, explained that because the property was outside of the Bella Sole community gate, a suppression system should not be required.

Tim Geer, Fire Chief, spoke about the access issue with surrounding homes. He described this property as unique because of the location outside of the gate. He agreed the suppression system should not be required.

Mayor Brown asked Scott Rudacille, City Attorney, for clarification about setting a precedent for other homes in the Bella Sole community. Attorney Rudacille explained that this order was specific to only the property located at 3901 5th Avenue NE.

Councilwoman Barnebey asked Matt Rush, Building Official, to verify the building code and if he agreed with the Fire Marshal and Fire Chief to exclude this property. Mr. Rush confirmed that he agreed with their findings.

The Applicant's representative, Ric Selitto, was present and agreed with all statements made.

Staff Report:

> *"Since there are no review criteria to consider as this is a modification to a stipulation, City Council is encouraged to evaluate the request based on the Resolution 26-01; Case PLN-MAJ-25-0001 Page 4 of 10 provided history of the property, as well as input from staff, the applicant, and the public."*

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

MOTION TO APPROVE RESOLUTION 26-01 was made by Councilwoman Gonzalez Moore and seconded by Councilman Schuessler. The motion passed 5-0.

b) Planning & Community Development: ORDINANCE 4065 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 5.0 ACCESSORY USES, STRUCTURES, AND SIGNAGE, SECTION 5.1.2.7, FENCES AND HEDGES, TO MODIFY ALLOWABLE RESIDENTIAL FENCE HEIGHT AND LOCATION, TO

PROVIDE FOR TEMPORARY FENCES, TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMITATIONS ON RETAINING WALLS; AMENDING SECTION 5.2.2.4, FENCES AND HEDGES, TO MODIFY ALLOWABLE NON-RESIDENTIAL FENCE HEIGHT AND LOCATION, TO PROVIDE FOR TEMPORARY FENCES, TO PROVIDE FOR FENCES ON VACANT PROPERTY AND TO CLARIFY THE LIMIATIONS ON RETAINING WALLS; AND AMENDING CHAPTER 10, DEFNIITIONS, TO MODIFY DEFINITIONS RELATED THERETO; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Robin Singer, Planning and Community Development Director, explained that City staff recommended changes to the Land Use Regulations regarding fences and certain definitions pertaining to frontage. She said the purpose of the changes was to provide clarity in the review process.

Staff Report:

> *"The purpose of this Ordinance is to provide better clarity in the determination of allowable fences and other accessory structures regarding property frontage. It is consistent with State limitations on the modification of land use regulations and will generally make the regulations less restrictive."*

Ms. Singer concluded that the Planning Commission voted 7-0 to recommend approval of Ordinance 4065, with changes, at the November 19, 2025, regular meeting.

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

MOTION TO ADOPT ORDINANCE 4065 was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

c) Planning & Community Development: ORDINANCE 4066 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR TEXT AMENDMENTS TO THE COMPREHENSIVE PLAN RELATED TO COASTAL DEVELOPMENT; AMENDING THE FUTURE LAND USE ELEMENT, POLICY 1.2.1 AND OMITTING POLICY 1.2.2 ADDRESSING LAND USE AND DENSITY IN THE COASTAL HIGH HAZARD AREA; PROVIDING FOR APPLICABILITY; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Rudacille announced that this item was a transmittal hearing. He explained that Ordinance 4066 would be sent to the state for review and, once it returned, would be presented again for adoption. He stated a vote for transmittal was required.

Ms. Singer explained that the City adopted changes to the Comprehensive Plan that addressed the requirements for an increase in density within the Coastal High Hazard Area. She said that the amendment did not address the assignment of additional density bonuses because the petitioner was not interested in density bonuses at the time.

Ms. Singer said that staff brought the amendment forward to allow for the assignment of density bonuses permitted in the Coastal High Hazard Area.

Staff Report:

> *"This is a staff-initiated petition to provide for consistent allocation of density within the CHHA. Staff is recommending approval of this amendment. The Planning Commission voted unanimously to recommend approval at the December 17, 2025, meeting. If approved by City Council on First Reading in January, the amendment will be submitted to the State for review with an anticipated Second Reading in March."*

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

MOTION TO AUTHORIZE STAFF TO TRANSMIT ORDINANCE 4066 TO THE STATE was made by Vice Mayor Kocher and seconded by Councilwoman Coachman. The motion passed 5-0.

d) Planning & Community Development: ORDINANCE 4071 - SECOND READING AND PUBLIC HEARING

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

Volker Reiss, Compliance Manager, explained that certain sections of the International Property Maintenance Code (IPMC) conflicted with the Florida Building and Fire Code. He said there were parts of the IPMC that need to be excluded from the City's Code of Ordinances. He concluded that Ordinance 4071 would exempt the sections of the IPMC that conflicted.

Mr. Rush informed the Council that the language of the Florida Building Code needed to match the language about single-family building sprinkler systems.

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

MOTION TO APPROVE ORDINANCE 4071 was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

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

Corey Fortin, Policy, Planning & Procedures Administrator, explained that the Urban Group was selected by the City to provide real estate brokerage services to assist in the disposition of City surplus properties. She said the Urban Group listed the property located at 1105 18th Street West on the MLS for $75,000.00.

Ms. Fortin explained that the City received two offers on the property and the recommended offer of $80,500.00 with the buyer responsible for all closing costs. The other offer, she continued, had an escalation clause that would bring the purchase price slightly higher but involved a due diligence and inspection period and extended the time to close. She concluded that the property was designated by

City Council as suitable for affordable housing and the funds from the sale were required to be deposited into the City's Affordable Housing Fund.

MOTION TO APPROVE THE CONTRACT FOR PURCHASE AND SALE FOR 1105 18TH STREET WEST, FORWARDING OF THE REQUIRED NOTICE TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CLOSING DOCUMENTS REQUIRED TO CONSUMMATE THE SALE was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

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

Ms. Fortin explained that The Urban Group listed the property located at 2104 12th Avenue West on the MLS for $230,000.00, and the City received ten offers for the subject property. She said the recommended offer was for $288,000.00, with the buyer responsible for closing costs. She added that the other offers were lower, and many involved due diligence and inspection periods that would extend the date of closing. Ms. Fortin concluded that the funds from the sale would be deposited in the Water and Sewer Fund.

MOTION TO APPROVE THE PURCHASE AND SALE CONTRACT FOR THE PROPERTY LOCATED AT 2104 12TH AVENUE WEST AND AUTHORIZE THE MAYOR TO EXECUTE ALL CLOSING DOCUMENTS REQUIRED TO CONSUMMATE THE SALE was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

c) City Administration: Emergency Procurement Report

Rob Perry, City Administrator, explained that the emergency purchase was related to a Force Main repair near Blake Hospital. He said the pipe was approximately 750 feet and extended from 17th Avenue West to 21st Avenue West.

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

Mr. Perry announced that the Lift Station 03 expansion was necessary for the demolition of the existing insufficient Lift Station 13. He said that this agreement with Jacob's Engineering includes the design of the expansion of Lift Station 3 and the associated force main.

MOTION TO APPROVE THE WORK ASSIGNMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR LIFT STATION 03 EXPANSION was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Barnebey. The motion passed 5-0.

UNFISINSHED BUSINESS: None.

COUNCIL REPORTS:

Mayor Brown spoke about the use of Community Redevelopment Agency (CRA) funds to provide shade at Rossi Park. He then extended his sympathy to Vice Mayor Kocher due to her husband's passing.

Councilwoman Barnebey spoke about Vice Mayor Kocher's strength and extended her sympathy for her loss.

Councilman Schuessler discussed the Bradenton Area Economic Development Corporation (EDC) and questioned the number of executive committee members that lived outside of the City of Bradenton. Mayor Brown informed him that the number of executive committee members had increased, and that issue should improve.

Councilwoman Gonzalez Moore continued the discussion about the EDC. She was excited about the big projects in the area but wanted to also be small-business friendly. She concluded by expressing her sympathy to the Kocher family.

Councilwoman Coachman also gave her sympathy to Vice Mayor Kocher for her loss. She echoed the comments about EDC.

Vice Mayor Kocher expressed her appreciation for all the thoughts and prayers because of the passing of her husband. She said it is a new year, and we should proudly honor the 250th anniversary of our country.

DEPARTMENT HEAD REPORTS:

Chief Geer recognized Chief Dan Anderson and Southern Manatee Fire Rescue for their loss of Firefighter Justin Markey. He sent his condolences to NorthPort Fire and Rescue, Chief Scott Titus, and Nick Hurley for their loss of Firefighter Victor Cleveland.

Chief Cramer announced that he would be attending the Manatee Crime Stoppers Annual Banquet on January 21, 2026, and that he would be giving the benediction and invocation at the Manatee Technical College (MTC) Law Enforcement Graduation on January 15, 2026.

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

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

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Final Order for Appeal No. APL-25-003 - Cottonmouth Soul Kitchen

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Final Order for Appeal Number APL-25-0003 is for the decision made by City Council on January 28, 2026 to uphold the Planning Commission's decision 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.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille drafted the Final Order.

SUGGESTED MOTION:
Motion to approve the Final Order for Appeal Number APL-25-0003 related to Cottonmouth Soul Kitchen.

ATTACHMENTS:
Final Order for Appeal Number APL-25-0003

FINAL ORDER
APPEAL NO. APL-25-0003
COTTONMOUTH SOUL KITCHEN

FINAL ORDER OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, DENYING APPEAL NO. APL-25-0003 WHICH SOUGHT TO OVERTURN THE DETERMINATION OF THE PLANNING COMMISSION IN APPEAL NO. APL-25-0001, REGARDING LIVE OUTDOOR MUSIC AT THE PROPERTY LOCATED AT 1114 12TH STREET WEST, BRADENTON, FLORIDA, AND KNOWN AS COTTONMOUTH SOUL KITCHEN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 5, 2025, the City's Planning and Community Development Director issued a written interpretation finding that the live outdoor music venue at the property located at 1114 12th Street West, Bradenton, Florida (the "Property") should be classified as an Outdoor Auditorium use; and

WHEREAS, the owner of the Property, Cecilia Hernandez (the "Property Owner"), timely filed Appeal No. APL-25-0001, challenging the classification of the live outdoor music on the Property; and

WHEREAS, on October 15, 2025, the City's Planning Commission held a notice public hearing to consider APL-25-0001, during which it received testimony and evidence from the Property Owner, City planning staff, and members of the public in attendance; and

WHEREAS, following the public hearing, the Planning Commission granted Appeal No APL-25-0001 and overturned the decision of the City's Planning and Community Development Director, finding that the live outdoor music on the Property should be classified as an accessory use to the restaurant and permitted in the Village of the Arts Overlay District; and

WHEREAS, on November 19, 2025, the Planning Commission issued its Final Order in Appeal APL-25-0001; and

WHEREAS, on December 18, 2025, Carrie Price (the "Appellant"), who owns the property located at 1112 12th Street West, adjoining the Property, filed a timely appeal of the Planning Commission's Final Order in APL-25-0001; and

WHEREAS, the City Council held a noticed public hearing on January 28, 2026, during which the Council received testimony and evidence from the Appellant, City Planning staff, the Property Owner and members of the public in attendance; and

WHEREAS, the record of the public hearing, including the staff report and testimony and materials entered into the record by the Appellant, City planning staff, the Property Owner, and the members of the public in attendance, are hereby incorporated and made a part of this Final Order.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report, testimony and evidence received, and the Final Order issued by the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

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

b. The City Council adopts the Findings of Fact and Conclusions of Law as stated by the Planning Commission in its Final Order on Appeal APL-25-0001, attached hereto and incorporated herein as Exhibit A.

Section 3. Order. Based upon the foregoing, Appeal APL-25-0003 is hereby denied.

Section 4. Severability. In the event that any portion or section of this Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Order which shall remain in full force and effect.

Section 5. Effective Date. This Order shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON BY AND THROUGH ITS CITY COUNCIL ON THIS 11th DAY OF FEBRUARY, 2026.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

EXHIBIT 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

EXHIBIT A

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

EXHIBIT "A"

Legal Description:

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

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-14 - Grievance 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 Councilwoman Barnebey to the Grievance Board and defining her term.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 26-14.

ATTACHMENTS:
Resolution 26-14

RESOLUTION NUMBER 26-14

A RESOLUTION REAPPOINTING **COUNCILWOMAN MARIANNE BARNEBEY** TO THE **GRIEVANCE BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HER 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:

Councilwoman Marianne Barnebey for a term to expire February 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 11th day of February, 2026.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-15 - Grievance 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 Fire Chief Tim Geer to the Grievance Board and defining his term.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 26-15.

ATTACHMENTS:
Resolution 26-15

RESOLUTION NUMBER 26-15

A RESOLUTION REAPPOINTING **FIRE CHIEF TIM GEER** TO THE **GRIEVANCE 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:

Fire Chief Tim Geer for a term to expire February 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 11th day of February, 2026.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-16 - Grievance 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 Chief Operating Officer Lance Williams to the Grievance Board and defining his term.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 26-16.

ATTACHMENTS:
Resolution 26-16

RESOLUTION NUMBER 26-16

A RESOLUTION REAPPOINTING **CHIEF OPERATING OFFICER LANCE WILLIAMS** TO THE **GRIEVANCE 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:

Chief Operating Officer Lance Williams for a term to expire February 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 11th day of February, 2026.

ATTEST:

_____	_____
Tamara Melton	Gene Brown
City Clerk	Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-17 - Grievance Board Appointment

SUGGESTED ACTION: Approval and Confirmation

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Assistant Police Chief Brian Thiers to the Grievance Board and defining his term.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 26-17.

ATTACHMENTS:
Resolution 26-17

RESOLUTION NUMBER 26-17

A RESOLUTION APPOINTING **POLICE ASSISTANT CHIEF BRIAN THIERS** TO THE **GRIEVANCE 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:

POLICE ASSISTANT CHIEF BRIAN THIERS for a term to expire February 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 11th day of February, 2026.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-18 - Grievance 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 Roy Lessig to the Grievance Board and defining his term.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 26-18.

ATTACHMENTS:
Resolution 26-18

RESOLUTION NUMBER 26-18

A RESOLUTION REAPPOINTING **ROY LESSIG** TO THE **GRIEVANCE 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:

ROY LESSIG for a term to expire February 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 11th day of February, 2026.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-19 - Grievance 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 Rebecca Desch to the Grievance Board and defining her term.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 26-19.

ATTACHMENTS:
Resolution 26-19

RESOLUTION NUMBER 26-19

A RESOLUTION REAPPOINTING **REBECCA DESCH** TO THE **GRIEVANCE BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HER 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:

REBECCA DESCH for a term to expire February 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 11th day of February, 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: February 11, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-20 - Grievance 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 Kelly Thomas to the Grievance Board and defining her term.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 26-20.

ATTACHMENTS:
Resolution 26-20

RESOLUTION NUMBER 26-20

A RESOLUTION REAPPOINTING **KELLY THOMAS** TO THE **GRIEVANCE BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HER 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:

KELLY THOMAS for a term to expire February 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 11th day of February, 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: February 11, 2026

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement for Construction Manager at Risk (CMAR) Preconstruction Services with TLC Diversified, Inc. for WRF Reject Tank

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On October 24, 2025, City of Bradenton advertised Request for Qualifications (RFQ) 26-005EJ to select a firm to provide Construction Manager at Risk (CMAR) Services for WRF Reject Tank. Notice of this RFQ was made through OpenGov. 22,307 vendors were notified, 494 vendors viewed the solicitation, and 2 vendors submitted an offer. On December 8, 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, two proposers were shortlisted to participate in a presentation and question and answer session on December 18, 2025. After the presentation and question and answer session with each of the firms, the Committee reconvened and awarded to the highest-ranking proposers. TLC Diversified, Inc. being the highest-ranking proposer is recommended for award.

FINANCIAL IMPACT:
To be paid with 2026 Legislative Appropriations.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the Agreement for CMAR Services with TLC Diversified, Inc. for the WRF Reject Tank Project.

ATTACHMENTS:
Agreement for Construction Manager at Risk with TLC Diversified, Inc.

AGREEMENT FOR
CONSTRUCTION MANAGER AT RISK
PRECONSTRUCTION SERVICES FOR CMAR SERVICES FOR WRF REJECT TANK

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **TLC Diversified, Inc.,** a Florida corporation (the "Construction Manager" or "CM").

WITNESSETH

WHEREAS, the City intends to undertake the project described as design and construction of WRF Reject Tank (the "Project"), which requires construction manager at risk services; and

WHEREAS, the City issued Request for Qualification (RFQ) 26-005EJ on October 24, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated and ranked proposals received in accordance with applicable Florida statues, City ordinances and policies, and found the CM qualified to perform the necessary services; and

WHEREAS, the City requires certain preconstruction services for the Project;

WHEREAS, the CM has reviewed the preconstruction services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with this Agreement; and

WHEREAS, subsequent phases, if authorized, shall encompass services as required to complete construction of the Project, as contemplated by the RFQ, and shall be authorized solely by written amendment to this Agreement; and

NOW, THEREFORE, the City and the CM, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. DEFINITIONS

A. Administrative Agent: the Administrative Agent is the City's staff representative for this Agreement, and whose responsibilities are set forth in Section XIII.

B. Agreement Documents: the Agreement Documents shall include this Agreement, the Description of Work, the Preconstruction Schedule, the Preconstruction Phase Fee Schedule, the Solicitation, and the Purchase Order(s), all of which are incorporated into this Agreement by reference.

C. Allowance: a particular line item or unit cost budget for items not finalized at the time of City's acceptance of the Guaranteed Maximum Price (GMP). An unused allowance or allowance underruns shall be reallocated to the City's Contingency (within the GMP) via execution of a change order.

D. Change Order: a written order signed by the City, the Architect/Engineer, and the Contractor authorizing a change in the Construction Documents and, if necessary, a corresponding adjustment to the Cost of Work.

E. Construction Documents: final working drawings and specifications required to demolish existing improvements (if any) and construct the Project.

F. Cost of Work: the costs necessarily incurred by the CM in the proper performance of the Work. Such costs shall be in accordance with the Preconstruction Phase Fee Schedule attached hereto, and at rates not higher than those customarily paid at the place of the Project except with prior consent of the City.

G. Design Consultant: the Design Consultant for the Project is Jones, Edmunds & Associated, Inc..

H. Guaranteed Maximum Price (GMP): the sum of the CM's Cost of Work and the CM's fee for the performance and completion of all the services for the Construction Phase of the Project, including but not limited to the completion of the Work in accordance with the Construction Documents.

I. Preconstruction Phase Fee Schedule: the sum to be paid for providing all Preconstruction Phase services, as set forth in this Agreement, and as contemplated in the RFQ.

J. Project Schedule: the Project Schedule shall mean the timeline prepared by the CM and approved by the City for accomplishing the Project, and which may be attached hereto and incorporated herein as an Exhibit.

K. Project Team: the term Project Team, shall include the City, the Design Consultant, and the CM.

L. Substantial Completion: the point in the progress of the Work when the Project or designated portion thereof is sufficiently complete in accordance with the Construction Documents so that the City is able to fully occupy and fully utilize the Project for its intended use with all certificates of occupancy obtained.

M. Work: this term shall mean any and all authorized and approved work, materials, supplies, tools, fixtures, labor, services, equipment, construction management and contract administration preconstruction services for the design and Project development to be performed and provided by the CM (and its agents, employees, and subcontractors) pursuant to this Agreement, and any attachments attached hereto and incorporated herein.

II. CONSTRUCTION MANAGER'S PRECONSTRUCTION SERVICES

A. The CM agrees to diligently provide all preconstruction services for the Project and to perform the required services as described in Exhibit A, the Description of Work, attached hereto and incorporated herein.

B. The Agreement shall commence immediately upon execution by both the City and the CM and shall continue through the completion of the Work for the Project in accordance with Exhibit B, Preconstruction Schedule, attached hereto and incorporated herein. Notwithstanding the preceding sentence, CM shall perform no work under this Agreement until receipt of a Purchase Order.

III. COMPENSATION AND PAYMENT OF CONSTRUCTION MANAGER'S PRECONSTRUCTION SERVICES

A. The City shall pay the CM for the Work performed hereunder and completed in accordance

with the terms and conditions of this Agreement an amount not to exceed Eighty-One Thousand Four Hundred Seventy-Five Dollars and Zero Cents ($81,475.00), as the total agreement amount for performing the tasks as set forth in the Scope of Services and further described in the Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all services as outlined in this Agreement.

B. CM represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Cost of Work was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

C. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the CM if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. The City shall pay the CM in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the CM's invoice and written approval of same by the City's Administrative Agent indicating that the Work has been performed in conformity with this Agreement.

B. The CM shall submit invoices for payment to the address indicated on the purchase order for the Work pursuant to Exhibit C, Preconstruction Phase Fee Schedule attached hereto and incorporated herein.

C. The CM's invoices shall be in a form satisfactory to the City. The CM is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the CM and the City.

B. If the City's Administrative Agent requires the CM to perform additional services related to this Agreement, then the CM shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional service or work performed prior to the execution of a written amendment to this Agreement.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the CM, the CM shall not be entitled to additional compensation.

VI. LIABILITY OF CONSTRUCTION MANAGER

A. The CM shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the CM arising out of or in any way connected with the CM or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. CONSTRUCTION MANAGER'S INSURANCE

CM shall procure and maintain insurance as specified in the Solicitation.

VIII. RESPONSIBILITIES OF THE CONSTRUCTION MANAGER

A. CM accepts the relationship of trust and confidence established between CM and City by this Agreement and covenants that it is acting in a fiduciary capacity to protect the City's interests. CM covenants to furnish its best skill and judgement and to cooperate with City and the Design Consultant for the duration of the Project in accordance with the Agreement in an expedient and efficient manner.

B. The CM shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the CM under this Agreement. The CM shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

C. The CM warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CM) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CM, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

D. CM agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a CM's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

E. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of pubic building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CM, supplier, subcontractor, or CM under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.014 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

F. The CM shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Work or payment for work thereof, and shall not discriminate on the grounds

of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The CM shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work under this Agreement which shall be available and accessible at the CM's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of ten (10) fiscal years (From October to September) after completion of the Project.

H. The CM shall notify the City's Administrative Agent at least three (3) days in advance of any meeting between the CM and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The CM understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the CM warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. CM activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

IX. DESIGN REVIEW SERVICES

A. The CM acknowledges that the Project will be completed in accordance with the established Project Schedule and shall make recommendations to the Administrative Agent and Design Consultant regarding the drawings and specifications to facilitate the construction of the Work.

B. The CM shall thoroughly familiarize itself with the Project. Where appropriate and as requested, CM shall make written recommendations with respect to the Project, foundations, selection of systems and materials and cost reducing alternatives, and shall provide assistance to the Design Consultant and the Administrative Agent in evaluating alternatives and their long-term cost effects, as the Administrative Agent deems appropriate. The CM shall call to the attention of the Administrative Agent and Design Consultant any known or perceived defects in the design, drawings and specifications or other documents that CM notes, as soon as practicable after such defect is noted.

C. Any design error or omissions noted by the CM during this review shall be reported promptly to the Design Consultant and the Administrative Agent, but it is recognized that the CM's review is made in the CM's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CM concerning design alternatives shall be subject to the review and approval of the City.

D. The CM shall review the Construction Documents and make recommendations in writing to the Administrative Agent with respect to dividing the Work in such a manner as will permit the CM to take bids and award separate construction Trade Contracts. It shall make such divisions in a manner acceptable to the Administrative Agent, taking into consideration all

factors such as natural and practical lines of severability, sequencing, effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, availability of qualified local and minority contractor participation, and any other factors pertinent to saving time and cost.

E. The CM shall assess conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing the Project. The CM shall conduct review as may be reasonably necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or supplies of labor or material; and (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction and other matters that will promote cost savings and completion with the Project Schedule.

X. BASIS OF GUARANTEED MAXIMUM PRICE

A. The CM shall submit to the City a proposed GMP as described herein, and in the Work.

B. The CM acknowledges and agrees that the GMP proposal will include:

1. The entire scope of work and services solicited under the RFQ and all exhibits, attachments, schedules and addenda thereto, and this Agreement and all exhibits, attachments and schedules hereto, including but not limited to the Construction Documents, and any other material documents which were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operation, the CM is required to provide and install such essential item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies or omission of which the CM had knowledge of or which are reasonable inferable from the Construction Documents as necessary to complete the Work in accordance with the Construction Documents, the CM shall not be entitled to an extension of the Project Schedule or an adjustment in the GMP for such items and the CM shall nonetheless be responsible to correct and complete such items;

2. A list of all allowances and the statement of the basis;

3. A list of any material clarifications and assumptions made by the CM in the preparation of the GMP necessary to supplement the information contained in the drawings and specifications. Such list shall not include restatements of any existing provisions of this Agreement;

4. A statement of the estimated cost (organized by trade categories) allowances, contingency, and other items including a list of any fees or other costs that comprise the GMP;

5. The date of substantial completion, upon which the proposed GMP is based; and

6. A schedule of the Construction Documents' issuance dates, upon which the proposed GMP is based.

C. The CM acknowledges that the GMP includes an amount designated as the City's (Owner's)

Contingency. The City's Contingency shall be available to the CM only if the City approves a Change Order (CO) to this Agreement. In such event, the CO shall specify the portion of the City's Contingency being made available and the purpose.

D. The GMP shall be inclusive of the arrangement and supply of all job-site facilities, to include workstations equipped with telephones, desks, fax machines, and PC equipment that are reasonably necessary to enable the members of the Project Team to perform their respective duties in the management, inspection and supervision of construction of the Project. The CM shall provide a dedicated office on site for use by the Project Team.

E. The CM acknowledges that the Construction Documents may be modified by the Design Consultant, from time to time, and if presented with modified Construction Documents from the City, the CM is required to complete the Project as modified, with adjusted compensation, if deemed appropriate.

F. The GMP proposal is subject to acceptance by the City, the City's sole discretion. If the City wishes to accept the GMP proposal, the City shall prepare an amendment to this Agreement, incorporating the GMP as well as any other provisions the City deems necessary for the performance of the Construction Phase of the Project. In the event the City does not wish to accept the GMP proposal, the Administrative Agent shall so inform the CM in writing. Thereupon this Agreement shall terminate and neither party shall have any obligation to the other regarding the Construction Phase of the Project.

XI. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the CM in connection with the Work shall be delivered to, and shall become the property of the City upon acceptance by the City. The CM hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the CM to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XII. PERFORMANCE OF CONSTRUCTION MANAGER'S PERSONNEL

A. The performance and completion of the required services is vitally important to the interest

of the City. The CM shall assign a project manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The key personnel assigned by the CM to perform the Work shall be the same as those identified in the CM's response to the RFQ. The CM shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the CM's key personnel must receive the Administrative Agent's written approval before said changes or substitution can become effective.

B. The Work to be performed by the CM shall commence upon the CM's receipt of written Notice to Proceed from the Administrative Agent. The time limits set forth in Exhibit B, Preconstruction Schedule, shall commence to run on the date of the Purchase Order but are subject to adjustment depending upon the design schedule in the Design Consultant's Agreement. The CM shall deliver to the City a detailed preconstruction schedule with specific calendar dates in conformity with Exhibit B, the Preconstruction Schedule. This preconstruction schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by this Agreement.

C. Time is of the essence in the performance of this Agreement. The CM specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits set forth in this Agreement, subject only to delays caused by Force Majeure, or as otherwise defined herein. Force Majeure shall be deemed to by any cause affective the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

D. The CM agree to provide to the Administrative Agent monthly written progress reports concerning the status of the Project. Written progress reports will accompany each monthly invoice. The Administrative Agent may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CM.

E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CM which delay the Project Schedule completion date, the Administrative Agent shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

F. In the event the preconstruction schedule completion date is delayed beyond the date stated in Exhibit B, the CM shall continue its efforts hereunder in full force and effect until otherwise directed by the Administrative Agent, or until twelve (12) additional months have elapsed, whichever is less.

G. Should the Project be suspended or delayed by the City for a period exceeding six (6) months, the City and the CM may negotiate fair and equitable compensation for the CM's continued service hereunder, and amend this Agreement accordingly.

XIII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to serve as the project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If

necessary, a specific project manager ("Project Manager") will be authorized to perform the responsibilities of the Administrative Agent. The City shall designate any specific Project Manager in the Notice to Proceed. The responsibility of the Administrative Agent shall include:

1. Examining all reports, sketches, drawings, estimates, proposals, and other documents presented by the CM, and render in writing, decisions pertaining thereto within a reasonable time.
2. Transmitting instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the Work covered by this Agreement.
3. Reviewing for approval or rejection all of the CM's documents and payment requests.
4. Determining when and if it may be in the best interest of the City to shift funding among tasks identified in the Scope of Services, providing the not-to-exceed amount of the Agreement is not exceeded. Any such determination shall be memorialized in an CO.

B. The City, shall, upon request, furnish the CM with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the Work and/or the Project, all of which shall be and remain the property of the City and shall be returned to the Administrative Agent upon completion of the Work.

C. The Administrative Agent shall conduct periodic reviews of the Work of the CM necessary for the completion of the CM's services during the period of this Agreement and may make other City personnel available, where required and necessary to assist the CM. the availability and necessity of said personnel shall be determined solely within the discretion of the City.

D. The City shall not provide any services to the CM in connection with any claim brought on behalf or against the CM.

XIV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the CM to terminate this Agreement for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the CM and the CM shall accept as full payment for the Work, a sum of money equal to the Work completed in any commenced but incomplete Work.

B. Any failure of the CM to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the CM shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience

pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the CM and the CM shall accept as full payment for the Work, a sum of money equal to the Work completed in any commenced but incomplete Work.

E. In the event that the CM has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the CM indicating its intention to do so. Payment for work performed prior to the CM's abandonment shall be as stated in paragraph XII.D. above. CM shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The CM shall have the right to terminate this Agreement only in the event of the City failing to pay the CM's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the CM shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the CM providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the CM's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the CM's work not delivered or performed as represented in the CM's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the CM;
5. The CM's failure or refusal to perform any obligation under this Agreement.

XV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the CM, require the CM to stop all or any part of the Work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the CM. Upon receipt of such as order, the CM shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The CM shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the Work covered by the order; or

3. Terminate the Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City determines to not direct the CM to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the CM to resume work within ninety (90) days, the CM may terminate this Agreement.

XVI. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the CM shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVII. PUBLIC RECORDS

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400

Email: Cityclerk@Cityofbradenton.com

XVIII. MISCELLANEOUS

A. The Agreement and attachments hereto constitute the sole and complete understanding between the parties and supersede all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the CM is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The CM shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the CM from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Work required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Construction Manager's Representative:		City's Administrative Agent:	
Name:	Eric Macek	Name:	Brian Norman
Title:	Vice President of Pre Construction	Title:	Environmental Compliance Engineer
Address:	2719 17th St E.	Address:	888 13th Ave. E.
	Palmetto, FL 34221		Bradenton, FL 34208
Telephone:	941-807-5885	Telephone:	941-245-1686
E-Mail:	EMacek@tlcdiv.com	E-Mail:	Brian.Norman@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the CM's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Q. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement and all Exhibits
2. Solicitation
3. City's Purchase Order

CM and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

AGREEMENT FOR
CONSTRUCTION MANAGER AT RISK
PRECONSTRUCTION SERVICES FOR CMAR SERVICES FOR WRF REJECT TANK

TLC DIVERSIFIED, INC.

By: 

Print Name: _Dalas Lamberson_____
(Title of Authorized Representative)

Date: 1-27-2026

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A

January 16, 2026

Erin Jones
Purchasing Manager
101 Old Main Street
Bradenton, FL 34205

Reference: CMAR – WRF Reject Tank; Pre-Construction Services and Fee Proposal

Project Description

City of Bradenton (City) has contacted TLC Diversified, Inc. (TLC) to develop pre-construction services for work associated with the WRF Reject Tank CMAR. The scope of this project includes but not limited to:

This project entails installation of a 7.5-million-gallon wastewater reject storage tank system at the City's Water Reclamation Facility (see attached preliminary site plan). The scope of work includes the construction and integration of the tank, pumps, above and below grade process piping, electrical components, and control systems necessary for full operational functionality.

Constructability Review

TLC will provide constructability reviews per Jones Edmunds's 30-60-90% drawings and specifications. This review will assist in identifying potential constructability issues, optimize construction methods, materials and approach, enhance coordination between the City, Jones Edmunds, and TLC, and identify and mitigate potential risks that could impact the project's schedule, budget, or quality.

Coordination Meetings and Site Visits

Our team will attend Project Team meetings with the City and Jones Edmunds at scheduled intervals. TLC will participate in all site visits to assess site constraints, logistics, and phasing requirements.

Schedule Development

TLC will develop a master project schedule that carries through both design and construction, identifying critical path activities, long-lead items, and opportunities for early procurement. We will continuously monitor progress and propose strategies to streamline delivery, reduce idle time, and improve efficiency across all phases

Costs Estimates

We will prepare updated cost estimates at the 60% and 90% design stages within thirty (30) days of receiving drawings and specifications.

GMP Development

The GMP will be based on 100% design documents within forty-five (45) days of receipt. TLC will develop a project schedule based upon equipment lead times and construction phasing. As part of the GMP, TLC will prepare an equipment and materials early purchase package to expedite the schedule.

Pre-Construction Services Pricing

Pre-construction services will be billed per the attached breakdown. The lump sum fee is $81,475.00

TLC appreciates the opportunity and is excited to get this project built and delivered to the City.

Respectfully

Eric Macek
Director of Preconstruction

EXHIBIT B

Preconstruction Schedule:

PALMETTO
Corporate Office
2719 17th St. East
Palmetto, FL 34221

WEST PALM BEACH
7233 Southern Blvd
Suite B-1
West Palm Beach, FL 33413

TAMPA
12814 Dupont Circle
Building B, Suite 4-A
Tampa, FL 33626

941.722.0621
941.722.1382
CG C041816 CU C053963

WRF Reject Tank Preconstruction	Duration	Start	Finish
Milestones	**270 days**	**Tue 1/20/26**	**Fri 10/16/26**
Design NTP	1 day	Tue 1/20/26	Tue 1/20/26
Preliminary Engineering - Geotech/Site Survey	90 days	Wed 1/21/26	Mon 4/20/26
BODR With Equipment List and Selection, P&ID's, Budget Costs	90 days	Wed 1/21/26	Mon 4/20/26
Permit Submittals - FDEP/ERP	30 days	Tue 4/21/26	Wed 5/20/26
30% Review Meeting with Owner and CMAR	14 days	Thu 5/21/26	Wed 6/3/26
60% Submittal to CMAR (Structural/Electrical/I&C Drawings)	30 days	Thu 6/4/26	Fri 7/3/26
Value Engineering Comments from CMAR	30 days	Fri 7/3/26	Mon 8/3/26
Incorporation of Value Engineering Comments	45 days	Mon 8/3/26	Wed 9/16/26
GMP Submittal to City	30 days	Thu 9/17/26	Fri 10/16/26

EXHIBIT C

Pre-Construction Services Breakdown

Description									
	Rate	Conference Calls	Design Meetings	Site Meetings	Scheduling	Costs Estimates	GMP	Total Hours	Total Fee
Principle	$ 200.00	0.00	5.00	0.00	0.00	0.00	5.00	10.00	$ 2,000.00
Project Manager	$ 185.00	6.00	10.00	15.00	30.00	10.00	10.00	81.00	$ 14,985.00
VP of Preconstruction	$ 195.00	12.00	30.00	25.00	60.00	70.00	90.00	287.00	$ 55,965.00
Superintendent	$ 175.00	3.00	5.00	10.00	0.00	5.00	0.00	23.00	$ 4,025.00
Project Admin	$ 75.00	0.00	0.00	0.00	30.00	20.00	10.00	60.00	$ 4,500.00
Total Cost		**21.00**	**50.00**	**50.00**	**120.00**	**105.00**	**115.00**	**461.00**	**$ 81,475.00**

© Jones Edmunds 2234



PRELIMINARY

LTR.	DATE	REVISIONS	BY	APPRD.

DESIGNED JMCLELLAN
DRAWN KRAMER
CHECKED TFRIEDRICH

JonesEdmunds
13545 PROGRESS BOULEVARD, SUITE 100, ALACHUA, FL, 32615 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

WWTF REJECT STORAGE TANK
CITY OF BRADENTON, FLORIDA

SITE PLAN

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY <FIRST M. LAST>, PE. #????? ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT NO: #
DATE: JAN. 2026
INDEX NO:
DWG NO:

SAVED: 1/15/2026 3:51 PM JKRAMER Y:\07109-BRADENTON\PROJECTS\REJECT\SITE PLAN.DWG

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement for Construction Manager at Risk (CMAR) Preconstruction Services with TLC Diversified, Inc. for WRF Equalization Tank

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On October 24, 2025, City of Bradenton advertised Request for Qualifications (RFQ) 26-007NT to select a firm for Construction Manager at Risk (CMAR) Services for WRF Equalization Tank. 22,308 vendors were notified, 560 vendors viewed the solicitation, and 2 vendors submitted a proposal. On December 5, 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, the two proposers were shortlisted to participate in a presentation and question and answer session on December 17, 2025. After the presentation and question and answer session with each of the firms, the Committee reconvened and awarded to the highest ranking proposer. TLC Diversified, Inc. being the highest-ranking proposer is recommended for award. Following selection of TLC Diversified, Inc. to provide CMAR services for WRF Equalization Tank a contract for these services has been negotiated.

FINANCIAL IMPACT:
Funding for these costs to be paid with 2026 Legislative Appropriations and 2025 LMS Funds.

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

SUGGESTED MOTION:
Motion to approve the Agreement for Construction Manager at Risk (CMAR) Preconstruction Services with TLC Diversified, Inc. for the WRF Equalization Tank.

ATTACHMENTS:
Agreement for Construction Manager at Risk Services with TLC Diversified, Inc.

AGREEMENT FOR
CONSTRUCTION MANAGER AT RISK
PRECONSTRUCTION SERVICES FOR CMAR SERVICES FOR WRF EQUALIZATION TANK

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **TLC Diversified, Inc.,** a Florida corporation (the "Construction Manager" or "CM").

WITNESSETH

WHEREAS, the City intends to undertake the project described as design and construction of Water Reclamation Facility Equalization Tank (the "Project"), which requires construction manager at risk services; and

WHEREAS, the City issued Request for Qualification (RFQ) 26-007NT on October 24, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated and ranked proposals received in accordance with applicable Florida statues, City ordinances and policies, and found the CM qualified to perform the necessary services; and

WHEREAS, the City requires certain preconstruction services for the Project;

WHEREAS, the CM has reviewed the preconstruction services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with this Agreement; and

WHEREAS, subsequent phases, if authorized, shall encompass services as required to complete construction of the Project, as contemplated by the RFQ, and shall be authorized solely by written amendment to this Agreement; and

NOW, THEREFORE, the City and the CM, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. DEFINITIONS

A. Administrative Agent: the Administrative Agent is the City's staff representative for this Agreement, and whose responsibilities are set forth in Section XIII.

B. Agreement Documents: the Agreement Documents shall include this Agreement, the Description of Work, the Preconstruction Schedule, the Preconstruction Phase Fee Schedule, the Solicitation, and the Purchase Order(s), all of which are incorporated into this Agreement by reference.

C. Allowance: a particular line item or unit cost budget for items not finalized at the time of City's acceptance of the Guaranteed Maximum Price (GMP). An unused allowance or allowance underruns shall be reallocated to the City's Contingency (within the GMP) via execution of a change order.

D. Change Order: a written order signed by the City, the Architect/Engineer, and the Contractor authorizing a change in the Construction Documents and, if necessary, a corresponding adjustment to the Cost of Work.

E. Construction Documents: final working drawings and specifications required to demolish existing improvements (if any) and construct the Project.

F. Cost of Work: the costs necessarily incurred by the CM in the proper performance of the Work. Such costs shall be in accordance with the Preconstruction Phase Fee Schedule attached hereto, and at rates not higher than those customarily paid at the place of the Project except with prior consent of the City.

G. Design Consultant: The Design Consultant for the Project is Kimley-Horn & Associates, Inc.

H. Guaranteed Maximum Price (GMP): the sum of the CM's Cost of Work and the CM's fee for the performance and completion of all the services for the Construction Phase of the Project, including but not limited to the completion of the Work in accordance with the Construction Documents.

I. Preconstruction Phase Fee Schedule: the sum to be paid for providing all Preconstruction Phase services, as set forth in this Agreement, and as contemplated in the RFQ.

J. Project Schedule: the Project Schedule shall mean the timeline prepared by the CM and approved by the City for accomplishing the Project, and which may be attached hereto and incorporated herein as an Exhibit.

K. Project Team: the term Project Team, shall include the City, the Design Consultant, and the CM.

L. Substantial Completion: the point in the progress of the Work when the Project or designated portion thereof is sufficiently complete in accordance with the Construction Documents so that the City is able to fully occupy and fully utilize the Project for its intended use with all certificates of occupancy obtained.

M. Work: this term shall mean any and all authorized and approved work, materials, supplies, tools, fixtures, labor, services, equipment, construction management and contract administration preconstruction services for the design and Project development to be performed and provided by the CM (and its agents, employees, and subcontractors) pursuant to this Agreement, and any attachments attached hereto and incorporated herein.

II. CONSTRUCTION MANAGER'S PRECONSTRUCTION SERVICES

A. The CM agrees to diligently provide all preconstruction services for the Project and to perform the required services as described in Exhibit A, the Description of Work, attached hereto and incorporated herein.

B. The Agreement shall commence immediately upon execution by both the City and the CM and shall continue through the completion of the Work for the Project in accordance with Exhibit B, Preconstruction Schedule, attached hereto and incorporated herein. Notwithstanding the preceding sentence, CM shall perform no work under this Agreement until receipt of a Purchase Order.

III. COMPENSATION AND PAYMENT OF CONSTRUCTION MANAGER'S PRECONSTRUCTION SERVICES

A. The City shall pay the CM for the Work performed hereunder and completed in accordance

with the terms and conditions of this Agreement an amount not to exceed Seventy-Nine Thousand Two Hundred Dollars and Zero Cents ($79,200.00), as the total agreement amount for performing the tasks as set forth in the Scope of Services and further described in the Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all services as outlined in this Agreement.

B. CM represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Cost of Work was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

C. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the CM if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. The City shall pay the CM in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the CM's invoice and written approval of same by the City's Administrative Agent indicating that the Work has been performed in conformity with this Agreement.

B. The CM shall submit invoices for payment to the address indicated on the purchase order for the Work pursuant to Exhibit C, Preconstruction Phase Fee Schedule attached hereto and incorporated herein.

C. The CM's invoices shall be in a form satisfactory to the City. The CM is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the CM and the City.

B. If the City's Administrative Agent requires the CM to perform additional services related to this Agreement, then the CM shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional service or work performed prior to the execution of a written amendment to this Agreement.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the CM, the CM shall not be entitled to additional compensation.

VI. LIABILITY OF CONSTRUCTION MANAGER

A. The CM shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the CM arising out of or in any way connected with the CM or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. CONSTRUCTION MANAGER'S INSURANCE

CM shall procure and maintain insurance as specified in the Solicitation.

VIII. RESPONSIBILITIES OF THE CONSTRUCTION MANAGER

A. CM accepts the relationship of trust and confidence established between CM and City by this Agreement and covenants that it is acting in a fiduciary capacity to protect the City's interests. CM covenants to furnish its best skill and judgement and to cooperate with City and the Design Consultant for the duration of the Project in accordance with the Agreement in an expedient and efficient manner.

B. The CM shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the CM under this Agreement. The CM shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

C. The CM warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CM) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CM, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

D. CM agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a CM's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

E. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of pubic building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CM, supplier, subcontractor, or CM under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.014 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

F. The CM shall comply with all federal, state, and local laws, regulations, and ordinances

applicable to the Work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The CM shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work under this Agreement which shall be available and accessible at the CM's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of ten (10) fiscal years (From October to September) after completion of the Project.

H. The CM shall notify the City's Administrative Agent at least three (3) days in advance of any meeting between the CM and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The CM understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the CM warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. CM activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

IX. DESIGN REVIEW SERVICES

A. The CM acknowledges that the Project will be completed in accordance with the established Project Schedule and shall make recommendations to the Administrative Agent and Design Consultant regarding the drawings and specifications to facilitate the construction of the Work.

B. The CM shall thoroughly familiarize itself with the Project. Where appropriate and as requested, CM shall make written recommendations with respect to the Project, foundations, selection of systems and materials and cost reducing alternatives, and shall provide assistance to the Design Consultant and the Administrative Agent in evaluating alternatives and their long-term cost effects, as the Administrative Agent deems appropriate. The CM shall call to the attention of the Administrative Agent and Design Consultant any known or perceived defects in the design, drawings and specifications or other documents that CM notes, as soon as practicable after such defect is noted.

C. Any design error or omissions noted by the CM during this review shall be reported promptly to the Design Consultant and the Administrative Agent, but it is recognized that the CM's review is made in the CM's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CM concerning design alternatives shall be subject to the review and approval of the City.

D. The CM shall review the Construction Documents and make recommendations in writing to the Administrative Agent with respect to dividing the Work in such a manner as will permit the CM to take bids and award separate construction Trade Contracts. It shall make such

divisions in a manner acceptable to the Administrative Agent, taking into consideration all factors such as natural and practical lines of severability, sequencing, effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, availability of qualified local and minority contractor participation, and any other factors pertinent to saving time and cost.

E. The CM shall assess conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing the Project. The CM shall conduct review as may be reasonably necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or supplies of labor or material; and (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction and other matters that will promote cost savings and completion with the Project Schedule.

X. BASIS OF GUARANTEED MAXIMUM PRICE

A. The CM shall submit to the City a proposed GMP as described herein, and in the Work.

B. The CM acknowledges and agrees that the GMP proposal will include:

1. The entire scope of work and services solicited under the RFQ and all exhibits, attachments, schedules and addenda thereto, and this Agreement and all exhibits, attachments and schedules hereto, including but not limited to the Construction Documents, and any other material documents which were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operation, the CM is required to provide and install such essential item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies or omission of which the CM had knowledge of or which are reasonable inferable from the Construction Documents as necessary to complete the Work in accordance with the Construction Documents, the CM shall not be entitled to an extension of the Project Schedule or an adjustment in the GMP for such items and the CM shall nonetheless be responsible to correct and complete such items;
2. A list of all allowances and the statement of the basis;
3. A list of any material clarifications and assumptions made by the CM in the preparation of the GMP necessary to supplement the information contained in the drawings and specifications. Such list shall not include restatements of any existing provisions of this Agreement;
4. A statement of the estimated cost (organized by trade categories) allowances, contingency, and other items including a list of any fees or other costs that comprise the GMP;
5. The date of substantial completion, upon which the proposed GMP is based; and
6. A schedule of the Construction Documents' issuance dates, upon which the proposed GMP is based.

C. The CM acknowledges that the GMP includes an amount designated as the City's (Owner's) Contingency. The City's Contingency shall be available to the CM only if the City approves a Change Order (CO) to this Agreement. In such event, the CO shall specify the portion of the City's Contingency being made available and the purpose.

D. The GMP shall be inclusive of the arrangement and supply of all job-site facilities, to include workstations equipped with telephones, desks, fax machines, and PC equipment that are reasonably necessary to enable the members of the Project Team to perform their respective duties in the management, inspection and supervision of construction of the Project. The CM shall provide a dedicated office on site for use by the Project Team.

E. The CM acknowledges that the Construction Documents may be modified by the Design Consultant, from time to time, and if presented with modified Construction Documents from the City, the CM is required to complete the Project as modified, with adjusted compensation, if deemed appropriate.

F. The GMP proposal is subject to acceptance by the City, the City's sole discretion. If the City wishes to accept the GMP proposal, the City shall prepare an amendment to this Agreement, incorporating the GMP as well as any other provisions the City deems necessary for the performance of the Construction Phase of the Project. In the event the City does not wish to accept the GMP proposal, the Administrative Agent shall so inform the CM in writing. Thereupon this Agreement shall terminate and neither party shall have any obligation to the other regarding the Construction Phase of the Project.

XI. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the CM in connection with the Work shall be delivered to, and shall become the property of the City upon acceptance by the City. The CM hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the CM to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XII. PERFORMANCE OF CONSTRUCTION MANAGER'S PERSONNEL

A. The performance and completion of the required services is vitally important to the interest of the City. The CM shall assign a project manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The key personnel assigned by the CM to perform the Work shall be the same as those identified in the CM's response to the RFQ. The CM shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the CM's key personnel must receive the Administrative Agent's written approval before said changes or substitution can become effective.

B. The Work to be performed by the CM shall commence upon the CM's receipt of written Notice to Proceed from the Administrative Agent. The time limits set forth in Exhibit B, Preconstruction Schedule, shall commence to run on the date of the Purchase Order but are subject to adjustment depending upon the design schedule in the Design Consultant's Agreement. The CM shall deliver to the City a detailed preconstruction schedule with specific calendar dates in conformity with Exhibit B, the Preconstruction Schedule. This preconstruction schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by this Agreement.

C. Time is of the essence in the performance of this Agreement. The CM specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits set forth in this Agreement, subject only to delays caused by Force Majeure, or as otherwise defined herein. Force Majeure shall be deemed to by any cause affective the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

D. The CM agree to provide to the Administrative Agent monthly written progress reports concerning the status of the Project. Written progress reports will accompany each monthly invoice. The Administrative Agent may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CM.

E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CM which delay the Project Schedule completion date, the Administrative Agent shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

F. In the event the preconstruction schedule completion date is delayed beyond the date stated in Exhibit B, the CM shall continue its efforts hereunder in full force and effect until otherwise directed by the Administrative Agent, or until twelve (12) additional months have elapsed, whichever is less.

G. Should the Project be suspended or delayed by the City for a period exceeding six (6) months, the City and the CM may negotiate fair and equitable compensation for the CM's continued service hereunder, and amend this Agreement accordingly.

XIII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to serve as the project coordinator and to do all

things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific project manager ("Project Manager") will be authorized to perform the responsibilities of the Administrative Agent. The City shall designate any specific Project Manager in the Notice to Proceed. The responsibility of the Administrative Agent shall include:

1. Examining all reports, sketches, drawings, estimates, proposals, and other documents presented by the CM, and render in writing, decisions pertaining thereto within a reasonable time.
2. Transmitting instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the Work covered by this Agreement.
3. Reviewing for approval or rejection all of the CM's documents and payment requests.
4. Determining when and if it may be in the best interest of the City to shift funding among tasks identified in the Scope of Services, providing the not-to-exceed amount of the Agreement is not exceeded. Any such determination shall be memorialized in an CO.

B. The City, shall, upon request, furnish the CM with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the Work and/or the Project, all of which shall be and remain the property of the City and shall be returned to the Administrative Agent upon completion of the Work.

C. The Administrative Agent shall conduct periodic reviews of the Work of the CM necessary for the completion of the CM's services during the period of this Agreement and may make other City personnel available, where required and necessary to assist the CM. the availability and necessity of said personnel shall be determined solely within the discretion of the City.

D. The City shall not provide any services to the CM in connection with any claim brought on behalf or against the CM.

XIV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the CM to terminate this Agreement for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the CM and the CM shall accept as full payment for the Work, a sum of money equal to the Work completed in any commenced but incomplete Work.

B. Any failure of the CM to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the CM shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the

option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the CM and the CM shall accept as full payment for the Work, a sum of money equal to the Work completed in any commenced but incomplete Work.

E. In the event that the CM has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the CM indicating its intention to do so. Payment for work performed prior to the CM's abandonment shall be as stated in paragraph XII.D. above. CM shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The CM shall have the right to terminate this Agreement only in the event of the City failing to pay the CM's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the CM shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the CM providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the CM's work not performed in accordance with the requirements of this Agreement;
2. The quantity of the CM's work not delivered or performed as represented in the CM's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the CM;
5. The CM's failure or refusal to perform any obligation under this Agreement.

XV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the CM, require the CM to stop all or any part of the Work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the CM. Upon receipt of such as order, the CM shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The CM shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the Work covered by the order; or

3. Terminate the Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City determines to not direct the CM to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the CM to resume work within ninety (90) days, the CM may terminate this Agreement.

XVI. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the CM shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVII. PUBLIC RECORDS

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSTRUCTION MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: Cityclerk@Cityofbradenton.com

XVIII. MISCELLANEOUS

A. The Agreement and attachments hereto constitute the sole and complete understanding between the parties and supersede all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the CM is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The CM shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the CM from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Work required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Construction Manager's Representative:		City's Administrative Agent:	
Name:	Eric Macek	Name:	Brian Norman
Title:	Vice President of Pre Construction	Title:	Environmental Compliance Engineer
Address:	2719 17th St E.	Address:	888 13th Ave. E.
	Palmetto, FL 34221		Bradenton, FL 34208
Telephone:	941-807-5885	Telephone:	941-245-1686
E-Mail:	EMacek@tlcdiv.com	E-Mail:	Brian.Norman@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the CM's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Q. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement and all Exhibits
2. Solicitation
3. City's Purchase Order

CM and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

AGREEMENT FOR
CONSTRUCTION MANAGER AT RISK
PRECONSTRUCTION SERVICES FOR CMAR SERVICES FOR WRF EQUALIZATION TANK

TLC DIVERSIFIED, INC.

By: 

Print Name: Dalas Lamberson
(Title of Authorized Representative)

Date: February 3, 2026

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A

January 21, 2026

Nicholas Toth
Purchasing Manager
101 Old Main Street
Bradenton, FL 34205

Reference: CMAR – WRF Equalization Tank; Pre-Construction Services and Fee Proposal

Project Description

City of Bradenton (City) has contacted TLC Diversified, Inc. (TLC) to develop pre-construction services for work associated with the WRF Equalization Tank CMAR. The scope of this project includes but not limited to:

This project entails installation of a concrete 2-3 million-gallon Equalization Tank at the City's Water Reclamation Facility. The scope of work includes the construction and integration of the tank, pumps, process piping, electrical components, and control systems necessary for full operational functionality.

Constructability Review

TLC will provide constructability reviews per Kimley-Horn's 30-60-90% drawings and specifications. This review will assist in identifying potential constructability issues, optimize construction methods, materials and approach, enhance coordination between the City, Kimley-Horn, and TLC, and identify and mitigate potential risks that could impact the project's schedule, budget, or quality.

Coordination Meetings and Site Visits

Our team will attend Project Team meetings with the City and Kimley-Horn at scheduled intervals. TLC will participate in all site visits to assess site constraints, logistics, and phasing requirements.

Schedule Development

TLC will develop a master project schedule that carries through both design and construction, identifying critical path activities, long-lead items, and opportunities for early procurement. We will continuously monitor progress and propose strategies to streamline delivery, reduce idle time, and improve efficiency across all phases

Costs Estimates

We will prepare updated cost estimates at the 60% and 90% design stages within thirty (30) days of receiving drawings and specifications.

GMP Development

The GMP will be based on 100% design documents within forty-five (45) days of receipt. TLC will develop a project schedule based upon equipment lead times and construction phasing. As part of the GMP, TLC will prepare an equipment and materials early purchase package to expedite the schedule.

Pre-Construction Services Pricing

Pre-construction services will be billed per the attached breakdown. The lump sum fee is $79,200.00

TLC appreciates the opportunity and is excited to get this project built and delivered to the City.

Respectfully

Eric Macek
Director of Preconstruction

EXHIBIT B

Preconstruction Schedule:

PALMETTO
Corporate Office
2719 17th St. East
Palmetto, FL 34221

WEST PALM BEACH
7233 Southern Blvd
Suite B-1
West Palm Beach, FL 33413

TAMPA
12814 Dupont Circle
Building B, Suite 4-A
Tampa, FL 33626

941.722.0621
941.722.1382
CG C041816 CU C05396

WRF EQ Tank Preconstruction	Duration	Start	Finish
Milestones	**230 days**	**11/24/2025**	**7/11/2026**
Design NTP	1 day	11/24/2025	11/24/2025
BODR and FDEP Facility Permit Mod Application	67 days	11/25/2025	1/30/2026
30% Review Meeting with Owner and CMAR	15 days	1/16/2026	1/30/2026
60% Submittal to CMAR (Structural/Electrical/I&C Drawings)	57 days	1/30/2026	3/27/2026
Value Engineering Comments from CMAR	31 days	3/27/2026	4/27/2026
Incorporation of Value Engineering Comments	45 days	4/27/2026	6/10/2026
GMP Submittal to City	30 days	6/11/2026	7/11/2026

EXHIBIT C

Pre-Construction Services Breakdown

Description									
	Rate	Conference Calls	Design Meetings	Site Meetings	Scheduling	Costs Estimates	GMP	Total Hours	Total Fee
Principle	$ 200.00	0.00	5.00	0.00	0.00	0.00	5.00	10.00	$ 2,000.00
Project Manager	$ 185.00	6.00	10.00	15.00	25.00	10.00	10.00	76.00	$ 14,060.00
VP of Preconstruction	$ 195.00	12.00	30.00	25.00	55.00	70.00	90.00	282.00	$ 54,990.00
Superintendent	$ 175.00	3.00	5.00	10.00	0.00	5.00	0.00	23.00	$ 4,025.00
Project Admin	$ 75.00	0.00	0.00	0.00	25.00	20.00	10.00	55.00	$ 4,125.00
Total Cost		**21.00**	**50.00**	**50.00**	**105.00**	**105.00**	**115.00**	**446.00**	**$ 79,200.00**

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Construction Contract with Landmark Services of South West Florida Inc. for the Ironwood Water Main Replacement Project

SUGGESTED ACTION: Approval and Mayor's signature

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 17, 2025, City of Bradenton advertised Invitation to Bid (IFB) on Construction 24-016EJ to select a contractor for Ironwood Water Main Replacement Project. The Engineer of Record evaluated the responses and found Landmark Services, of South West Florida, Inc. qualified to perform the necessary services. Purchasing is now bringing forward the resulting contract for execution.

FINANCIAL IMPACT:
TBD

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

SUGGESTED MOTION:
Motion to approve the Construction Contract with Landmark Services of South West Florida Inc. for the Ironwood Water Main Replacement Project.

ATTACHMENTS:
Construction Contract with Landmark Services of South West Florida Inc.

CONSTRUCTION CONTRACT

Contract for Ironwood Water Main Replacement Project, IFBC #25-016EJ

This Contract is made and entered into as of the date of execution by both parties, by and between **City of Bradenton**, a political subdivision of the State of Florida (hereinafter "City") and **Landmark Services, of South West Florida Inc.,** a Florida Corporation (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the City required the services of a contractor to provide construction services for the Ironwood Water Main Replacement Project; and

WHEREAS, the City issued Invitation for Bids Construction ("IFBC") #25-016EJ on April 17, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the responses received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the parties desire to enter into a contract setting forth the terms of their agreement.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. **Construction Materials, Services, and Labor:** Contractor shall furnish all the labor, services and materials for the construction of the **Ironwood Water Main Replacement Project, IFBC #25-016EJ, as described in the Contract Documents ("the Work").** All work and labor shall be done in accordance with the Contract Documents, as listed in Article III of this Contract, receipt of which is hereby acknowledged and which plans and specifications are incorporated herein by reference.

II. **Contract Price:** In consideration of the work, labor, services and materials to be furnished by the Contractor, in accordance with said plans and specifications, the City agrees to pay to the Contractor, upon the completion and acceptance thereof by the City, or its duly authorized agent, the total contract price of **Two Million Eight Hundred Seventy-Eight Thousand Eight Hundred Sixteen Dollars and Eighty-Six Cents. ($2,878,816.86).**

III. **Contract Documents:** The contract documents, which comprise the entire contract between City and Contractor, and which are made a part hereof by this reference, consist of the following:

1. Contract and any addenda;
2. Solicitation, and any addenda;
3. General Terms and Conditions of Solicitations ("General Terms and Conditions");
4. Standard General Conditions;
5. Supplementary Conditions;
6. Bid Form; and
7. Ironwood Water Main Replacement Project Plans and Specifications, as dated April 2024.

(collectively, the "Contract Documents"). If a conflict arises between the Contract Documents, the order of precedence shall be the order in which the documents are listed above. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Contract Documents.

IV. **Performance and Payment Bond:** The Contractor shall furnish to the City, prior to the commencement of operations hereunder, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the contract price herein, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The City will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'A-' (Excellent) or better for Bids requiring bonds of $500,000 or greater, or 'B+' (Very Good) or better for Bids requiring a bond of less than $500,000. Said bond shall be in a form acceptable to the City Attorney. In accordance with Section 255.05, F.S., the City may not make a payment to the Contractor until the Contractor has provided the City a certified copy of the recorded bond.

V. **Insurance:** Contractor shall procure and maintain insurance as specified in the General Terms and Conditions.

VI. **Contractor's Affidavit:** When all work contemplated by the Contract has been completed, inspected, and approved by the City or its duly authorized agent, the Contractor shall furnish to the City the Contractor's affidavit in a form approved by the City. Release(s) of Lien may also be required by the City.

VII. **Payment:** Upon certification and approval by the City or its duly authorized agent, monthly payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract, excluding five percent (5%) retainage. Prior to Substantial Completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application. Retainage may be reduced by the City upon issuance of the Certificate of Substantial Completion if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all Notices of Lien have been resolved, and the City has retained adequate retainage for the final completion of the Project and all estimated liquidated damages. The City shall inform the Contractor's Surety of any reduction in retainage. The Contractor must update each new pay request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the City or its duly authorized agent of all Work, materials or services required under this Contract.

1. Monthly pay requests shall be submitted each month on the anniversary date of the Notice to Proceed.
2. Monthly pay requests for less than $200 are not acceptable and will not be processed, except for a final pay request.

VIII. **Non-Appropriations:** The City's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IX. **Time of the Essence**: The City and Contractor recognize and agree that time is of the essence, and that the City will suffer financial or other losses if the Work is not completed within the agreed timeframes set forth in this Contract, plus any extensions permitted hereunder.

X. **Time for Performance:** The Contractor specifically agrees that the Contract Times will begin on the date both the Project Purchase Order and the Notice to Proceed have been issued. Contractor also agrees no work will begin prior to such date. The Work shall be completed to **Substantial Completion** in not more than **Two Hundred Seventy (270) calendar days** after the date the Contract Times commence to run and completed and ready for final payment within **Three Hundred (300) calendar days** after the date when the Contract Times commence to run.

XI. **Liability of the Contractor:** The Contractor shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.

Pursuant to §725.06(2), F.S. the Contractor shall indemnify and hold harmless the City of Bradenton, including its officers, employees, directors, and agents, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This Section XI will survive the completion or termination of the Contract.

XII. **Changes:** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications that are made a part hereof by reference, the Contract shall control.

XIII. **Liquidated Damages:** The parties to this Contract agree that a precise determination of actual damages which would be incurred by the City if the Work is not completed in accordance with the Contract Times set forth in Section X herein, aside from the additional cost of inspection and supervision thereof, would be difficult to ascertain. Accordingly, the parties to the Contract agree that as liquidated damages (but not as a penalty), Contractor shall pay City **Five Hundred Dollars ($500.00)** for each day, including Saturdays, Sundays, and legal holidays, that expires after the date of Substantial Completion specified in Section X of this Contract until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by City, Contractor shall pay City **Five Hundred Dollars ($500.00)** for each day, including Saturdays, Sundays, and legal holidays, that expires after the time specified in Section X for Completion and readiness for final payment until the Work is completed and ready for final payment. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the Work within the Contract Times described in Section X of this Contract. The amount(s) of liquidated damages together with

the additional costs for inspection and supervision occasioned by the Contractor's delay may be deducted and retained out of the monies payable to the Contractor at the sole option of the City. If not so deducted, or if not deducted in their entirety, the Contractor and sureties for the Contractor shall be liable for such liquidated damages not deducted from the monies payable to Contractor.

XIV. **Contractor's Representations:** Contractor makes the following representations:

1. Contractor has familiarized itself with the nature and extent of the contract documents, Work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
2. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work, and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.
3. Contractor has given City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to the Contractor.
4. Contractor declares that submission of a bid for the Work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
5. Equal Opportunity: The Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

XV. **Responsibilities of the Contractor**

1. The personnel assigned by the Contractor to perform the Work, or any portion thereof, shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform the assigned tasks. Any changes or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.
2. The Contractor agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.
3. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
4. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein.

5. The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances, applicable to the Work or payment for such Work, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of the Work under this Contract.

6. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the city, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the Work.

7. The Contractor shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any City Council Member, regulatory agency or private citizen related to this Contract.

8. The Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects to the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

XVI. **Force Majeure:** The Contractor specifically agrees that all Work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the Contract Documents or as specified by the City's Administrative Agent, subject only to delays caused by a Force Majeure Event, or as otherwise defined herein. A "Force Majeure Event" shall mean an act of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, pandemics, epidemics, public health emergencies, or extraordinary elements of nature or acts of God, provided that such Force Majeure Event is beyond the Contractor's reasonable control, occurs without the Contractor's fault or negligence, is not caused directly or indirectly by the Contractor, and could not have been prevented or avoided by the Contractor's reasonable diligence. Notwithstanding the foregoing, unless agreed to in writing by the City, any delay that the City, in its sole discretion, deems excessive will be grounds for termination by the City if such delay is not cured within ten (10) calendar days of Contractor's receipt of written notice of the City's intent to terminate.

XVII. **Entire Contract:** These contract documents constitute the entire understanding and contract between the parties and supersede any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing and signed by an authorized City representative. This Contract shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

XVIII. **Notice Provision:** Any notice or other communications concerning material changes to the

Contract shall be sent via certified U.S. mail, return receipt requested, postage prepaid to the relevant address listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed Change Orders and/or (e) material changes to the contract, shall be sufficiently given if delivered personally or sent via U.S. mail, postage prepaid, addressed as follows.

Contractor's Representative:		City's Administrative Agent:	
Name:	Peter Jones	Name:	Kim Clayback
Title:	COO	Title:	Engineer Manager
Address:	600 8th Ave. W.	Address:	888 13th Ave. E.
	Palmetto, FL 34221		Bradenton, FL 34208
Telephone:	(941) 358-8393	Telephone:	(941) 708-6304
E-Mail:	peter.jones@landmarksvcs.com	E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to:

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

XIX. TERMINATION

1. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate this Contract for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for the Work, a sum of money equal to the Work completed in any commenced but incomplete Work.
2. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.
   A. For defaults that are curable (as determined solely by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
   B. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.
3. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XI.1. above.

4. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for the Work, a sum of money equal to the Work completed in any commenced but incomplete Work.

5. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for Work performed prior to the Contractor's abandonment shall be as stated in paragraph XI.D. above. Contractor shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

6. The Contractor shall have the right to terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

7. The City reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

8. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

   A. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;

   B. The quantity of the Contractor's Work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;

   C. Claims made, or likely to be made, against the City or its property;

   D. Damages to the City or a third party caused by the Contractor;

   E. The Contractor's failure or refusal to perform any obligation under this Contract.

XX. **Waivers:** Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the parties, their successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.

XXI. **Modifications:** This Contract may be modified only by instrument in writing and signed by the parties hereto as aforesaid.

XXII. **Counterparts:** This Contract may be executed in any number of counterparts, any one of which may be taken as an original.

XXIII. **No Third-Party Rights:** The parties hereto do not intend, nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

XXIV. **Remedies:** The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

XXV. **Access to Records:** Contractor, its employees and agents including all subcontractors, shall

allow access to its records related to this Contract during normal business hours to the City, its employees, and agents.

XXVI. Severability: If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict but shall not invalidate any other provision of this Contract.

XXVII. Jurisdiction and Venue: The venue for purposes of any legal action founded upon this Contract shall be in the Twelfth Judicial Circuit in and for Manatee County, Florida, which shall have personal jurisdiction over each of the parties to the Contract. This Contract shall be governed by the laws of the State of Florida.

There will be no arbitration on claims allegedly arising under this Contract between the City and the Contractor.

In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation. The parties agree that in the event of litigation they waive any and all rights to a trial by jury.

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

XXVIII. STOP WORK ORDER

1. The City's Administrative Agent may at any time, by written order to the contractor, require the Contractor to stop all or any part of the Work called for by the Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Administrative Agent shall take one of the following actions:
   A. Cancel the stop work order; or
   B. Terminate the Work covered by the order; or
   C. Terminate this Contract in accordance with provisions contained in Section XI.
2. In the event the City elects not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.
3. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract by written notice to the City.

XXIX. **Public Records**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: **Cityclerk@Cityofbradenton.com**

[Remainder of page intentionally blank.]

CONSTRUCTION CONTRACT

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

LANDMARK SERVICES, OF SOUTH WEST FLORIDA INC.

By: Rick Cripe

Its: President
(Title of Authorized Representative)

Date: 2/3/2026

CITY OF BRADENTON

BY: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

ACRISURE

Acrisure South Insurance Services, LLC

Invoice #	Date
145859	1/29/2026
Account Number	**Amount Due**
LANDSER-03	$31,341.00

Pay Online at: www.Acrisure.com/Southeast-Pay/

Make checks payable and remit to:

Acrisure South Insurance Services, LLC
P. O. Box 738516
Dallas, TX 75373-8516

For overnight / courier processing, remit to:

J.P. Morgan – Lockbox Processing – TX1-0029
Acrisure South Insurance Services & 738516
14800 Frye Road
Fort Worth, Texas 76155

Landmark Services, of South West Florida Inc.
1101 9th Ave East
Bradenton, FL 34208

Detach and return top portion with check payment. **Please include invoice number on check memo line.**

Invoice #	Account Number	Date	Amount Due
145859	LANDSER-03	1/29/2026	$31,341.00

BOND Performance & Payment **Policy Number: S347487** **Effective:1/29/2026 to 11/29/2026**

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
3813897	1/29/2026	1/29/2026	NEWB	New City of Bradenton $2,878,816.86 Ironwood Wa	$31,341.00
	in favor of: Bradenton $2,878,816.86 Ironwood Water Main				

Total Invoice Balance: **$31,341.00**

Premiums are based on final contract price, additional billing/credit may apply upon completion of the contract.
IMPORTANT NOTICE: PAYMENT IS DUE UPON RECEIPT OF INVOICE. THANK YOU!

Pay Now

ACRISURE®

January 29, 2026

Landmark Services, of South West Florida Inc.
1101 9th Ave E
Bradenton FL 34208

RE: City of Bradenton, Florida, as Obligee
Ironwood Water Main Replacement Project, Contract 25-016EJ, as Project
Bond No. S347487

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X February 4th, 2026

This letter is also giving **Landmark Services, of South West Florida Inc.,** as Principal and/or **City of Bradenton, Florida**, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,
NGM Insurance Company

Kevin Wojtowicz
Attorney-in-Fact

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: S347487

CONTRACTOR NAME: Landmark Services, of South West Florida Inc.

CONTRACTOR ADDRESS: 1101 9th Ave. East Bradenton, FL 34208

CONTRACTOR PHONE NO: (941) 358-8393

SURETY COMPANY: NGM Insurance Company

4601 Touchton Road East, Ste. 3400 Jackonville, FL 32246

PH: 904-380-7282

OWNER NAME: City of Bradenton

OWNER ADDRESS: 101 Old Main Street Bradenton, FL 34205 - 7865

OWNER PHONE NO.: (941) 932-9467

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity) N/A

OBLIGEE ADDRESS: N/A

OBLIGEE PHONE NO.:

BOND AMOUNT: $2.878.816.86

CONTRACT NO.: (If applicable) 25-016EJ

DESCRIPTION OF WORK: Ironwood Water Main Replacement Project

Installation of 4", 6", 8", 10" & 12" PVC water main and appurtenances with roadway restoration

PROJECT LOCATION: On Ironwood Circle from Cortez Rd. W, to 38th Ave. W. to a connection point on Ironwood Circle on the north side of the loop roadway around Ironwood golf course.

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*):
Landmark Services, of South West Florida Inc.
1101 9th Ave. East
Bradenton, FL 34208 PH: 941-358-8395

SURETY (*Name, and Address of Principal Place of Business*):
NGM Insurance Company
4601 Touchton Road East, Ste. 3400
Jackonville, FL 32246
PH: 904-380-7282

OWNER (*Name and Address*):
City of Bradenton
101 Old Main Street
Bradenton FL 34246 PH: 941-932-9467

CONTRACT
Effective Date of Agreement: _____, 2026
Amount: $2,878,816.86 (Two Million Eight Hundred Seventy-eight Thousand Eight Hundred Sixteen and 86/100 Dollars)
Description (*Name and Location*): Ironwood Watermain Replacement Project
On Ironwood Circle form Cortez Rd. W to 38th Ave W. and to a point on Ironwood Circle on the north side of the loop around Ironwood golf course.

BOND
Bond Number: S347487
Date (*Not earlier than Effective Date of Agreement*): _____, 2026
Amount: $2,878,816.86 (Two Million Eight Hundred Seventy-eight Thousand Eight Hundred Sixteen and 86/100 Dollars)
Modifications to this Bond Form:
THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

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

Landmark Services, of South West Florida Inc. (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

Rick Cripe
Print Name

President
Title

Attest: _____
Signature

Zachary Brown, CFO
Title

SURETY

NGM Insurance Company (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

Kevin Wojtowicz
Print Name

Attorney in fact and Florida Licensed Resident Agent
Title

Attest: _____
Signature

Eileen Heard, Surety Witness
Title

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 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.

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*)
Owner's Representative (*Engineer or other*):

Surety Agency or Broker:
Acrisure, LLC, 1000 Central Ave, #200,
St. Petersburg FL 33705
727-209-1803

Bond No. S347487

PUBLIC CONSTRUCTION

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
Landmark Services, of South West Florida Inc.
1101 9th Ave. East
Bradenton, FL 34208 PH: 941-358-8393

SURETY (*Name, and Address of Principal Place of Business*):
NGM Insurance Company
4601 Touchton Road East, Ste. 3400
Jackonville, FL 32246 PH: 904-380-7282

OWNER (*Name and Address*):
City of Bradenton
101 Old Main Street
Bradenton, FL 34205 - 7865 PH: 941-932-9467

CONTRACT
Effective Date of Agreement: 2/4, 2026
Amount: $2,878,816.86 (Two Million Eight Hundred Seventy-eight Thousand Eight Hundred Sixteen and 86/100 Dollars)
Description (*Name and Location*): Ironwood Watermain Replacement Project
On Ironwood Circle form Cortez Rd. W to 38th Ave W. and to a point on Ironwood Circle on the north side of the loop around Ironwood golf course.

BOND
Bond Number: S347487
Date (*Not earlier than Effective Date of Agreement*): 2/4, 2026

Amount: $2,878,816.86 (Two Million Eight Hundred Seventy-eight Thousand Eight Hundred Sixteen and 86/100 Dollars)
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	**SURETY**
Landmark Services, of South West Florida Inc. (Seal)	NGM Insurance Company (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
Rick Cripe	Kevin Wojtowicz
Print Name	Print Name
President	Attorney in fact and Florida Licensed Resident Agent
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Zachary Brown, CFO	Eileen Heard, Surety Witness
Title	Title

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.

Landmark Service of Southwest Florida, Inc

10. When [illegible] 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.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)
Surety Agency or Broker: Acrisure, LLC, 1000 Central Ave, #200, St. Petersburg FL 33705
727-209-1803
Owner's Representative (*Engineer or other party*):

MAIN STREET AMERICA INSURANCE | Trusted Choice

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Jessica Reno, Kevin Wojtowicz, Laura D Mosholder, Stephanie McCarthy

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed** Twenty Million Dollars ($20,000,000)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 9th day of October, 2024.

NGM INSURANCE COMPANY By: L. K. P.

Lauren K. Powell
Vice President, Corporate Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Wisconsin,
County of Dane.

On this 9th day of October, 2024, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 9th day of October, 2024.

Mary J. Ripp
My Commission Expires May 21, 2027

MARY J. RIPP NOTARY PUBLIC STATE OF WISCONSIN

I, Nathan Hoyt, Assistant Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 9th day of October, 2024.

Nathan Hoyt Assistant Vice President

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call **1-603-354-5281**.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Contract Amendment of ITB 22-002KC with C-Squared Certified General Contractor, 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 on January 5, 2022, whereby the 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 4, 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 4, 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 C-Squared General Contractor, Inc.

ATTACHMENTS:

Second Contract Amendment of ITB 22-002KC with C-Squared Certified General Contractor, Inc.

Second Contract Amendment of ITB 22-002KC between
C-Squared Certified General Contractor, 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 C-SQUARED CERTIFIED GENERAL CONTRACTOR, INC. (hereinafter, the "Contractor"), a Florida corporation with a principal office located at 3547 53rd Ave W, Suite 327, Bradenton, Florida 34210.

WITNESSETH

WHEREAS, the City and Contractor entered into a contract in response to ITB 22-002KC (the "Contract") on January 5th, 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 4th, 2026;

WHEREAS, the parties desire to utilize the second renewal to extend 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, THEREOFRE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the "WHEREAS" clauses are incorporated by reference and made a part of this Extension.

2. **Extension of the Term of the Contract**. The Contract is hereby extended to January 4th, 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.

Sean D'Agostino, as President
C-Squared Certified General Contractor, Inc.

1-22-2026
Date

Gene Brown
Mayor, City of Bradenton

Date

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

1/27/2026
Date

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Term Contract for Insertion Valve and Line Stop Services with R&M Service Solutions, LLC.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On December 9, 2025, Council approved IFB 26-015NT recommendation of award to R&M Service Solutions, LLC. for the Insertion Valve and Line Stop Services IFB.

FINANCIAL IMPACT:
Funding provided under Account #40859000-563000-26536 (Engineering)

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

SUGGESTED MOTION:
Motion to approve the Term Contract for Insertion Valve and Line Stop Services with R&M Service Solutions, LLC.

ATTACHMENTS:
Term Contract for Insertion Valve and Line Stop Services

TERM CONTRACT FOR
INSERTION VALVE AND LINE STOP SERVICES

THIS TERM CONTRACT (the "Contract") is made and entered into as of the date of execution by both parties, by and between the City of Bradenton, a political subdivision of the State of Florida (the "City"), and R&M Service Solutions, LLC. (the "Contractor"). a Florida limited liability corporation.

WITNESSETH

WHEREAS, the City required the services of a contractor to provide Insertion Valve and Line Stop services; and

WHEREAS, the City issued IFB 26-015NT on December 9, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services, and labor for Insertion Valve and Line Stop Services in accordance with the Scope of Services made part of this Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for an initial three (3) year period. This Contract may be renewed for up to two (2) additional one-year periods by written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The City shall pay the Contractor for the Services rendered hereunder and completed in accordance with the terms and conditions of the Contract Documents a total Contract amount not to exceed Three Hundred Fifty Thousand Dollars ($350,000.00) for the initial term.

B. Notwithstanding the preceding, Contractor shall perform no work under this Contract prior to receipt of a purchase order from the City. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect not to issue any purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. The City's performance and obligations to pay under this Contract is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. The City shall pay the Contractor in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Contract.

B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for the Services pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.

C. The Contractor's invoices shall be in a form satisfactory to the City. The Contractor is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City.

B. If the City's Administrative Agent requires the Contractor to perform additional services related to this Contract, then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed prior to the execution of a written amendment to this Contract.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. The Contractor shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.

B. This section shall survive the termination or expiration of this Contract.

VII. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in the Solicitation.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the Services shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform the assigned tasks. Any changes or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein.

E. The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

G. The Contractor shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any City Council Member, regulatory agency or private citizen related to this Contract.

H. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

I. The Contractor understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Contractor warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Contractor activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Contract (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

IX. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the Contract Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including, but not limited to:

   1. Review of all Contractor payment requests for approval or rejection; and

   2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Contract.

B. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the Services of the Contractor for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XI.A. above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Contractor has abandoned performance under this Contract, then the

City may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated in paragraph XI.D. above. Contractor shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Contractor shall have the right to terminate Services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;
2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Contractor;
5. The Contractor's failure or refusal to perform any obligation under this Contract.

XII. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.

F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Contractor shall be required to continue its service and all other obligations under this Contract during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XIII. STOP WORK ORDER

The City's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any party of the work called for by the Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Administrative Agent shall take one of the following actions:

A. Cancel the stop work order; or
B. Terminate the work covered by the order; or
C. Terminate this Contract in accordance with provisions contained in Section XI.

In the event the City elects not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract by written notice to the City.

XIV. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XV. MISCELLANEOUS

A. The Contract Documents constitute the sole and complete understanding between the parties and supersede all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Contract Documents is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

C. The language of this Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend, nor shall this Contract be construed, to grant any rights, privileges, or interest to any third party.

E. The Contractor shall not assign or transfer any rights, interests, or obligations under this Contract (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

H. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

K. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies available at law or in equity.

L. If a party to this Contract is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

M. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

N. The City may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.

O. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

TERM CONTRACT FOR
INSERTION VALVE AND LINE STOP SERVICES

Contractor's Representative:		City's Administrative Agent:	
Name:	Mike George	Name:	Kristofer Eccles
Title:	General Manager/Owner	Title:	Senior Engineering Manager
Address:	11820 Uradco Place #103 San Antonio, FL 33576	Address:	888 13th Ave E, Bradenton, FL 34205
Telephone:	(352)-398-9127	Telephone:	941-462-1996
E-Mail:	mgeorge@rmservicesolutions.com	E-Mail:	Kristofer.eccles@bradentonfl.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

P. Any change in the City's Administrative Agent or the Contractor's Representative will be promptly communicated in writing by the party making the change.

Q. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

R. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Contract by this reference.

S. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Contract
2. Solicitation
3. City's Purchase Order

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date last written below.

TERM CONTRACT FOR
INSERTION VALVE AND LINE STOP SERVICES

R&M Service Solutions, LLC.

By: _____

Print Name: Michael George
(Title of Authorized Representative)

Date: 1/27/2026

Title: General Manager

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

5465143v1

EXHIBIT A
SCOPE OF SERVICES

1. Water Main Services
    a. Furnish and install insert valves on active potable water mains. (2-12 inches)
    b. Perform temporary line stops for isolation and maintenance. (2-12 inches)
    c. Conduct hydrostatic testing and disinfection per AWWA standards.
    d. Install valve boxes and collars according to City of Bradenton standards. (reference drawings attached)
    e. Supply all components required for a complete installation (i.e. sleeves, saddles, gaskets, valve boxes, fittings, etc.)
2. Sewer Main Services
    a. Furnish and install insert valves on active sewer force mains. (2-12 inches)
    b. Perform temporary line stops for isolation and maintenance. (2-12 inches)
    c. Provide bypass pumping systems or temporary bypass lines to maintain flow.
    d. Conduct all work per FDEP regulations, providing odor and spill control measures throughout construction.
3. Site Work
    a. Excavate, backfill, and compact using suitable materials.
    b. Furnish and install concrete collars around valve boxes, as required
    c. Replace all disturbed surfaces including asphalt patches, concrete sidewalks, and sod.
    d. Provide grading and dirt work for proper drainage.
4. Materials
    a. Approved valve systems: Hydra-Stop, Mueller, Team, AVT, or City-approved equal.
    b. Contractor shall furnish all insertion and stopping equipment and maintain adequate stock of fitting, sleeves, and valve boxes for emergency response.
5. Safety
    a. Comply with OSHA, FDEP, and FDOT safety regulations.
    b. Provide and maintain maintenance of traffic (MOT) during construction.
6. Deliverables
    a. Photos, before and after installation
    b. Pressure test and disinfection reports on water mains
    c. Valve documentation (i.e. manufacturer, model, size, serial number, etc.).

EXHIBIT A
SCOPE OF SERVICES

7. Contractor Responsibilities

    a. Contractor will coordinate work with City Public Works to ensure minimal to no interruption to utility service at any location.

    b. Contractor is responsible for any damage to the City or third-party property caused by the Contractor or their employees. Restoration shall be made to the City's satisfaction.

8. City Responsibilities

    a. City will provide onsite supervision to include verification of installation, witness of pressure testing, and point of contact in case of emergency.

9. Hours of Work

    a. Normal Business Hours are defined as Monday through Friday, 7:00 a.m. – 4:30 p.m., except City observed Holidays.

    b. Emergency mobilization (within 24-hour window) to include after hours work will be coordinated with the City to establish a work schedule at locations accessible before or after normal business hours or weekends.

10. Response time

    a. The Contractor shall verbally respond to each request for services within 24 hours of notification.

    b. The Contractor guarantees that they will furnish and complete line stop and insertion valve installation with 72 hours of scheduling request from the City.

    c. The Contractor shall remove installed line stops within 72 hours upon request, excluding emergency situations.

    d. Emergency Service shall be performed within 24 hours

EXHIBIT B
FEE SCHEDULE

Insert Valve

INSERT VALVE			
LINE ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT COST
1	2-inch insert valve	EA	$5,200.00
2	4-inch insert valve	EA	$7,800.00
3	6-inch insert valve	EA	$8,600.00
4	8-inch insert valve	EA	$9,400.00
5	10-inch insert valve	EA	$16,500.00
6	12-inch insert valve	EA	$19,500.00

LINE STOPS			
LINE ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT COST
7	2-inch line stop	EA	$4,000.00
8	4-inch line stop	EA	$6,100.00
9	6-inch line stop	EA	$7,200.00
10	8-inch line stop	EA	$9,000.00
11	10-inch line stop	EA	$10,800.00
12	12-inch line stop	EA	$13,000.00

RELATED SERVICES			
LINE ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT COST
13	Valve box	EA	$2,000.00
14	Valve box w/ collar	EA	$2,000.00
15	Excavation/backfill	CY	$850.00
16	Asphalt restoration	SF	$145.00
17	Concrete restoration	SF	$145.00
18	Sod restoration	SF	$25.00
19	Emergency (After Hours) Mobilization	EA	$6,000.00
20	MOT	EA	$6,000.00

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Term Contract for Ready-Mix Concrete with Concrete-On-Call, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton agrees to enter into a contract with Concrete-On-Call ("Contractor"), Inc. in response to RFP-26-001MK, whereby Contractor is to provide the City with Ready-Mix Concrete.

FINANCIAL IMPACT:
Funded from account (00154100 553000) ROAD MATERIALS.

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

SUGGESTED MOTION:
Motion to approve the Term Contract for ready-mix concrete with Concrete-On-Call, Inc.

ATTACHMENTS:
Term Contract for Ready-Mix Concrete

TERM CONTRACT FOR
READY MIX CONCRETE

THIS TERM CONTRACT (the "Contract") is made and entered into as of the date of execution by both parties, by and between the City of Bradenton, a political subdivision of the State of Florida (the "City"), and Concrete-On-Call, Inc. (the "Contractor").

WITNESSETH

WHEREAS, the City required the services of a contractor to provide ready-mix concrete and related materials; and

WHEREAS, the City issued IFB 26-001MK on November 3, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to furnish the necessary materials; and

WHEREAS, the City approved a Notice of Recommended Award on December 17, 2025; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. CONTRACT DOCUMENTS AND SCOPE OF SERVICES

The Scope of Services and the Fee Schedule are attached hereto, and the terms and provisions contained therein shall be incorporated into this Contract as if fully stated herein (the documents attached hereto, this Contract, and any Purchase Order(s) hereinafter issued pursuant to this contract shall be collectively referred to herein as the "Contract Documents"). To the extent there is conflict between the terms and provisions of the Contract Documents, the order of precedence shall be the order in which the Contract Documents are listed below:

1. Contract and any addenda;
2. Purchase Order(s);
3. Solicitation;
4. Fee Schedule; and

The Contractor agrees to diligently provide all materials, services, and labor for ready-mix concrete and materials services in accordance with the Scope of Services made part of this Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for an initial period one (1) year. This Contract may be renewed for up to four (4) additional one-year periods by written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The City shall pay the Contractor for the Services rendered hereunder and completed in accordance with the a total Contract amount not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) for the initial term.

B. Notwithstanding the foregoing, Contractor shall not provide any Services under this Contract prior to receipt of a purchase order from the City. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect not to issue any purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. The City's performance and obligations to pay under this Contract is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. The City shall pay the Contractor in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Contract.

B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Fee Schedule attached hereto and incorporated herein.

C. The Contractor's invoices shall be in a form satisfactory to the City. The Contractor is responsible for providing all necessary documentation that may be required by the City.

V. ADDITIONAL SERVICES

A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City.

B. If the City's Administrative Agent requires the Contractor to perform additional services related to this Contract, then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed prior to the execution of a written amendment to this Contract.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

A. The Contractor shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to

perform under the terms of this Contract.

B. This section shall survive the termination or expiration of this Contract.

VII. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in the Solicitation.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the Services shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform the assigned tasks. Any changes or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

B. The Contractor agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Contractor under this Contract. The Contractor shall, without additional

D. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

E. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein.

F. The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

G. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Contractor shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any City Council Member, regulatory agency or private citizen related to this Contract.

I. The Contractor is, and shall be, in the performance of all work, services and activities under

this Contract, an independent Contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to the Contractor's relationship and the relationship of its employees to the City shall be that of an independent Contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

J. The Contractor understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Contractor warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Contractor activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Contract (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

IX. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the Contract Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Contract, including, but not limited to:

   1. Review of all Contractor payment requests for approval or rejection; and

   2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Contract.

B. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the Services of the Contractor for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XI.A. above.

D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Contractor and the Contractor shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated in paragraph XI.D. above. Contractor shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Contractor shall have the right to terminate Services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;
2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Contractor;
5. The Contractor's failure or refusal to perform any obligation under this Contract.

XII. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.

F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Contractor shall be required to continue its service and all other obligations under this Contract during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XIII. STOP WORK ORDER

The City's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any party of the work called for by the Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Administrative Agent shall take one of the following actions:

A. Cancel the stop work order; or
B. Terminate the work covered by the order; or
C. Terminate this Contract in accordance with provisions contained in Section XI.

In the event the City elects not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract by written notice to the City.

XIV. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS

AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: **Cityclerk@Cityofbradenton.com**

XV. MISCELLANEOUS

A. The Contract Documents constitute the sole and complete understanding between the parties and supersede all other Contracts between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Contract Documents is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

C. The language of this Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend, nor shall this Contract be construed, to grant any rights, privileges, or interest to any third party.

E. The Contractor shall not assign or transfer any rights, interests, or obligations under this Contract (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Contract or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

H. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

K. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies available at law or in equity.

L. If a party to this Contract is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

M. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Contract.

N. The City may unilaterally extend this Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Contract shall remain in effect for the extension period.

O. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Contractor's Representative:		City's Administrative Agent:	
Name:	Rose Craycraft	Name:	Sean Horan
Title:	VICE-president	Title:	Superintendent Streets and Drainage Division
Address:	12354 44th St N Clearwater FL 33762	Address:	888 13th Ave E, Bradenton, FL 34205
Telephone:	727-910-9385	Telephone:	941-462-1993
E-Mail:	Rose@concreteoncall.com	E-Mail:	Sean.horan@bradentonfl.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

P. Any change in the City's Administrative Agent or the Contractor's Representative will be promptly communicated in writing by the party making the change.

Q. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

R. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Contract by this reference.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date last written below.

TERM CONTRACT FOR
READY MIX CONCRETE

CONCRETE-ON-CALL, INC.

By: _____

Print Name: Rose Craycraft
(Title of Authorized Representative)

Date: 1-21-2026

Title: Vice - President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

5438339v1

EXHIBIT A
SCOPE OF WORK

1. Overview

A. Contractors are required to provide the purchase and delivery of concrete mix and other materials for projects throughout the City on an as needed basis. Concrete and other materials are utilized by the City for various projects such as sidewalk repair an construction, curbs, gutters, or other concrete work.

B. The City will provide a concrete washout are for the contractor at each site.

2. General Requirements

A. Contractor shall provide all equipment, delivery, materials, supervision, and incidentals for the transporting, measuring, batching, mixing and pumping of concrete materials to prepared job sites. Materials shall be in a fresh and unhardened condition. Materials include onsite batch mix, ready mix, mesh, flowable fill and pumping services.

B. Orders for delivered ready-mix or volumetric concrete shall be placed in quantities of two (2) cubic yards or more.

C. Unit rates shall include the cost for delivery to any job site in the City of Bradenton.

3. Contractor Responsibilities

A. Delivery - All deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

B. Contractor shall coordinate work with the City to deliver concrete materials within 48 hours from the City's date of request.

C. The City will not accept any material that does not meet the below-mentioned standards. Materials may be rejected at time of delivery if they do not meet specifications.

D. The City may require any or all materials to be subjected to tests by means of samples. The Contractor shall furnish at his own expense, the materials necessary for the required samples, without charge to the City.

E. Contractor shall be responsible for providing proper safety precautions for its employees in or around work areas while delivering all materials.

F. Contractor shall be required to comply with applicable federal, state and local laws and regulations.

G. Contractor shall conform to all Occupational Safety and Health Administration (OHSA) regulations.

H. Contractor shall provide delivery tickets to the City with at least the following information on them.

1. Ticket #

2. Delivery Date and Time

3. Name and address of work site
4. Name on person receiving material
5. Number of cubic yards
6. Batch type
7. Time Loaded
8. Time Due

4. Specifications

Ready Mixed Concrete shall be in accordance with current FDOT Standard Specifications for Road and Bridge Construction – Standard Specification for Ready-Mixed Concrete:

1. 2500 psi
2. 3000 psi
3. 3500 psi
4. 4000 psi
5. 4500 psi
6. 5000psi
7. High Strength-Early Set Mixes
8. Small Rock Mixes (Chatt & Pump Mixes)
9. Flowable Fill
10. Fibermesh
11. High Strength Structural Grout

5. Estimated Quantities

The exact details and quantities of the required ready-mix concrete cannot be determined at this time. No minimum amount is guaranteed or implied.

EXHIBIT B
FEE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
1	2500 psi - No Additives	CY	$225.00
2	3000 psi - No Additives	CY	$225.00
3	3500 psi - No Additives	CY	$230.00
4	4000 psi - No Additives	CY	$235.00
5	5000 psi - No Additives	CY	$245.00
6	High Strength - Early Set Mix - No Additives	CY	$245.00
7	Small Rock Mixes (Chatt & Pump) - No Additives	CY	$225.00
8	2500 psi - Fibermesh Added	CY	$235.00
9	3000 psi - Fibermesh Added	CY	$235.00
10	3500 psi - Fibermesh Added	CY	$240.00
11	4000 psi - Fibermesh Added	CY	$245.00
12	5000 psi - Fibermesh Added	CY	$255.00
13	High Strength - Early Set Mix - Fibermesh Added	CY	$255.00
14	Small Rock Mixes (Chatt & Pump) - Fibermesh Added	CY	$235.00
15	2500 psi - 1% Calcium Fibermesh Added	CY	$245.00
16	3000 psi - 1% Calcium Fibermesh Added	CY	$245.00
17	3500 psi - 1% Calcium Fibermesh Added	CY	$250.00
18	4000 psi - 1% Calcium Fibermesh Added	CY	$255.00
19	5000 psi - 1% Calcium Fibermesh Added	CY	$265.00
20	High Strength - Early Set Mix - 1% Calcium Fibermesh Added	CY	$265.00
21	Small Rock Mixes (Chatt & Pump) - 1% Calcium Fibermesh Added	CY	$245.00
22	2500 psi - 2% Calcium Fibermesh Added	CY	$245.00
23	3000 psi - 2% Calcium Fibermesh Added	CY	$245.00
24	3500 psi - 2% Calcium Fibermesh Added	CY	$250.00
25	4000 psi - 2% Calcium Fibermesh Added	CY	$255.00
26	5000 psi - 2% Calcium Fibermesh Added	CY	$265.00
27	High Strength - Early Set Mix - 2% Calcium Fibermesh Added	CY	$265.00
28	Small Rock Mixes (Chatt & Pump) - 2% Calcium Fibermesh Added	CY	$245.00
29	Flowable Fill	CY	$245.00
30	High Strength Structural Grout	CY	$275.00
	Total		

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

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

SUBJECT: **Quasi-Judicial:** RESOLUTION 26-02 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0024 TO ALLOW A PUBLIC FACILITY TO BE LOCATED AT 2115 9TH STREET EAST, BRADENTON, FLORIDA (PARCEL ID NO. 4687900059), AS MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval or denial of Resolution 26-02.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:

The City of Bradenton (applicant) is requesting Special Use approval to permit property located at 2115 9th Street East to be utilized as a Public Facility, which is defined in the Land Use Regulations as "any plant or structure owned or proposed by a public agency, government body or public utility, but not including offices."

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve or deny Resolution 26-02.

ATTACHMENTS:
Resolution 26-02
Application Materials
Staff Report
Presentation

RESOLUTION 26-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0024 TO ALLOW A PUBLIC FACILITY TO BE LOCATED AT 2115 9TH STREET EAST, BRADENTON, FLORIDA (PARCEL ID NO. 4687900059), AS MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Bradenton ("Property Owner") owns the property located at 2115 9th Street East, Bradenton, Florida (Parcel ID No. 4687900059), more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the property as Industrial (I); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the Industrial (I) zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations Schedule 3.2.1.2 identifies Public Facility as a Special Use in the Industrial (I) zoning district; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit requesting that said property be allowed to be used for a Public Facility as generally depicted on the Concept Site Plan attached hereto as Exhibit "B"; and

WHEREAS, the Planning Commission held a noticed public hearing on January 21, 2026, at which the Commission received testimony and evidence from the Property Owner and City Planning staff and members of the public in attendance; and

WHEREAS, the City Council held a noticed public hearing on February 11, 2026, at which the Council received testimony and evidence from the City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the

staff report, and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

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

b. The Property Owner is requesting approval of a Special Use Permit to use the property at 2115 9th Street East, Bradenton, Florida, for a Public Facility, as generally depicted on the Concept Site Plan attached hereto as Exhibit "B".

c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

d. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

e. The Planning Commission recommended approval.

The proposed use meets the requirements of Section 3.3.2 of the Land Use Regulations, as described below:

a. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape, and the nature of surrounding development. See 3.3.2.1.
b. Access points are located so as to best suit the use and Property. Wide spacing between access points and intersecting streets should be required when feasible. See 3.3.2.2.
c. All buildings are located an adequate distance from property lines and streets. See 3.3.2.3.
d. Permanent screening, such as walls, fences, hedges, and other barriers, are not needed to protect surrounding properties from view of the premises or noises from the use. See 3.3.2.4.
e. Adequate ingress and egress is provided to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access. See 3.3.2.5.
f. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties are adequate for the proposed use. See 3.3.2.5.

g. Location and design of refuse and service areas are sufficient in regard to availability, adequacy and effect upon surrounding properties. See 3.3.2.5.
h. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties are provided. See 3.3.2.5.
i. Screening, buffering or separation of any nuisance or hazardous feature of the use are adequate for the proposed use. See 3.3.2.5.
j. Proposed signs and exterior lighting are adequate with reference to glare, traffic safety and compatibility and harmony with surrounding properties. See 3.3.2.5.
k. Effect upon the value of surrounding properties; the use will not hinder the development of nearby vacant properties or adversely affect their economic value. See 3.3.2.5.
l. The land to be used is adequate for the proposed use. See 3.3.2.5.
m. The proposed use is compatible and appropriate with adjacent properties and other property in the district with special consideration given to the proposed hours of operation. See 3.3.2.5.
n. The proposed use will not affect the environmental quality of the district. See 3.3.2.5.
o. The proposed use is consistent with the City's comprehensive plan. See 3.3.2.5.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow the property at 2115 9th Street East, Bradenton, Florida, to be used as a Public Facility as generally depicted on the Concept Site Plan attached hereto as Exhibit "B".

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the Property Owner to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The Property Owner must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Special Use Permit which shall remain in full force and effect.

Section 5. Conflicts. All prior resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall become effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 11TH DAY OF FEBRUARY 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

Legal Description

PARCEL 2:

TROPICANA PARK (PARCEL A)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF, THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A POINT OF BEGINNING; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY A DISTANCE OF 948.56 FEET; THENCE S 00°16'20" W, LEAVING SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 121.85 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF- WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W. ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, A DISTANCE OF 970.67 FEET TO THE INTERSECTION WITH THE AFORESAID EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST; THENCE N 06°00'58" W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 184.34 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

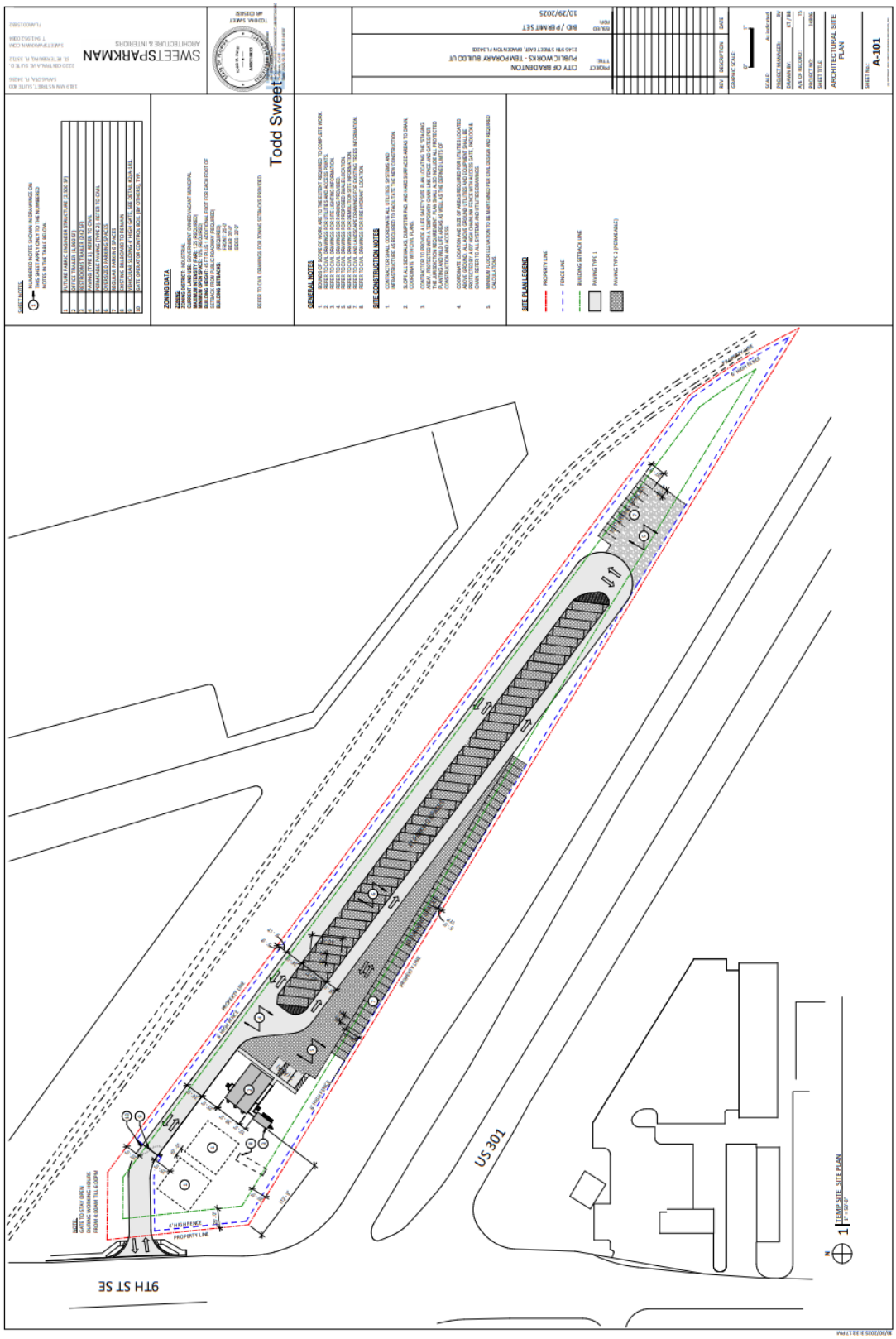
PARCEL 3:

TROPICANA PARK (PARCEL B)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E. ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 13120-2506; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 948.56 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 306.82 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 53°17'55" W, 930.06 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°21'25", A DISTANCE OF 168.12 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W, ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, 391.96 FEET; THENCE N 00°16'20" E, A DISTANCE OF 121.85 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S. RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING A TOTAL OF 4.08 ACRES MORE OR LESS

EXHIBIT "B"


SWEETSPARKMAN
ARCHITECTURE & INTERIORS
ARCHITECTURAL SITE PLAN
A-101
Todd Sweet
ZONING DATA
GENERAL NOTES
SITE CONSTRUCTION NOTES
SITE PLAN LEGEND
PROPERTY LINE
FENCE LINE
BUILDING SETBACK LINE
PAVING TYPE 1
PAVING TYPE 2 (PERMEABLE)
CITY OF BRADENTON
PUBLIC WORKS - TEMPORARY BUILDOUT
2345 9TH STREET EAST, BRADENTON FL 34208
BID / PERMIT SET
10/29/2025
1 TEMP SITE - SITE PLAN
1" = 30'-0"
US 301
9TH ST SE
PROPERTY LINE
4' HEDGE

bradenton
The Friendly City

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

AGENT AUTHORIZATION — REQUIRED

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 2115 9th Street East

I, Rob Perry, the registered property owner(s) of the above noted property, do hereby authorize

Jean Totti — Print Name of Agent
City of Bradenton — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

Signature of Owner(s)

Owner(s) Address (if different than property above)

Jean Totti
Digitally signed by Jean Totti
Date: 2025.12.08 10:24:35 -05'00'

Signature of Agent

Agent Address and Phone

NOTARY — REQUIRED

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 10th day of December 2025, produced Personally Known respectively, as identification and who did (did not) take an oath:

Signature

Mindy Whalen, Notary Public
Print Name

Notary Public State of Florida
Mindy Whalen
My Commission HH 624175
Expires 3/16/2029

State of Florida
My Commission Expires: 3/16/2029

1. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   The site design will provide with a deceleration lane from US301 as requited by FDOT. Entrance on both 9th Street E and US301 by the RR tracks will be right-in/right-out as approved by FDOT. Designated parking areas, sidewalks connecting parking areas and building access will provide pedestrian protection.

2. Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   There is no street parking, and all parking areas will be contained within the site. Photometrics studies will guarantee that no light will spread past the site limits and adversely affect neighboring lands or roads.

3. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

   All service areas for vehicles, equipment and buildings will be located well within property limits and with ample distance separating them from neighboring properties.

4. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Existing electrical service will be increased to meet the new demand. Such service will be coordinated with FPL. Other utility services will be provided by the city meeting all current local and federal standards.

5. Screening, buffering or separation of any nuisance or hazardous feature of the use.

   Landscape buffers will be provided as required by SBC.

6. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

   The city will limit signage to that allowed by SBC and will mostly be internal to the property. No illuminated or road signage is anticipated.

7. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.

   Most adjoining properties are industrial in nature and the inclusion of office and operations buildings will only contribute to improve the area.

8. Adequacy of land and/or building which are to be used.

   All construction will follow local and federal regulations to guarantee that any development on the property will positively impact the area.

9. General compatibility or appropriateness with adjacent properties and other properties in the district with special consideration given to proposed hours of operation.

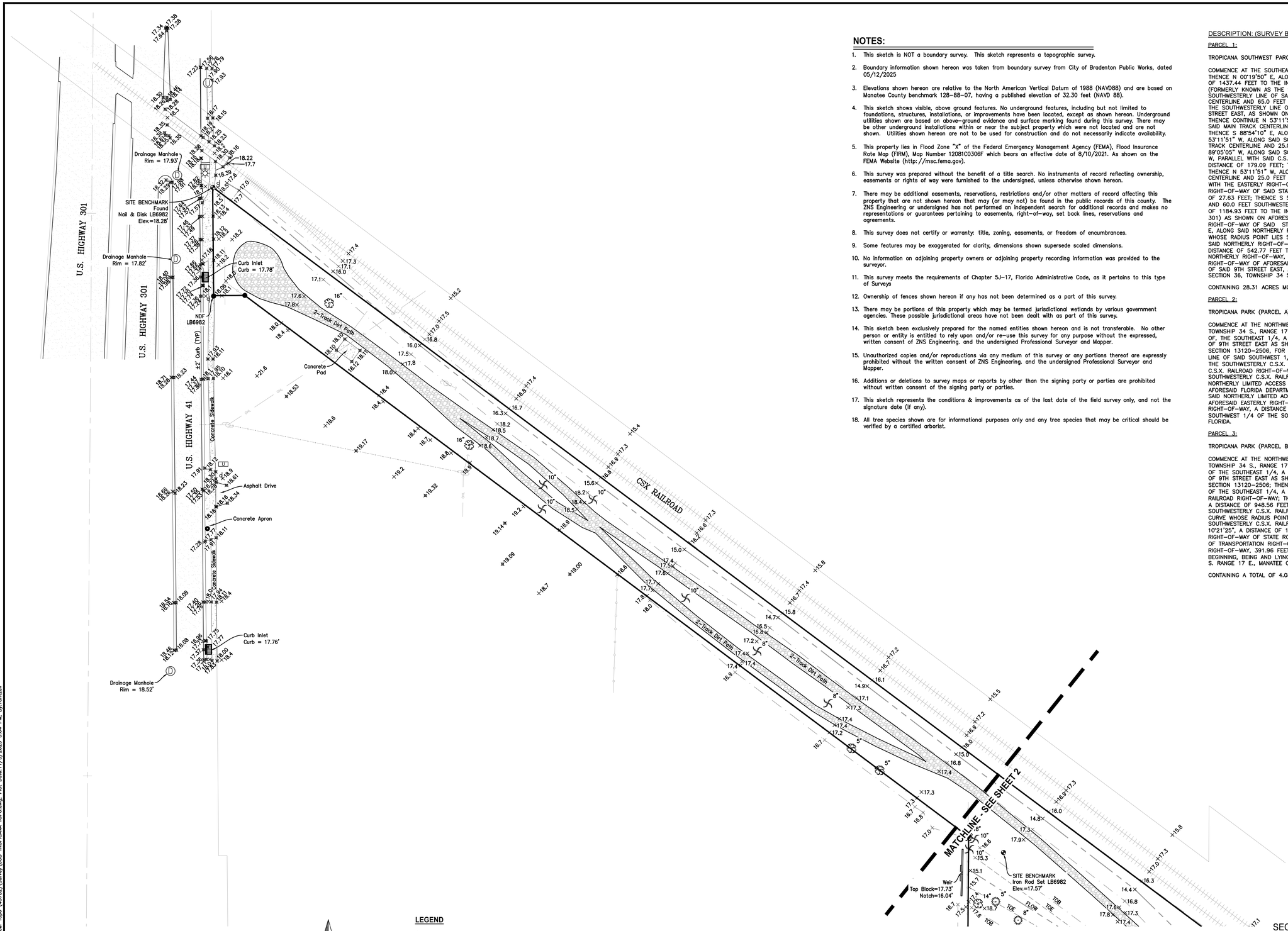
   All operations on this property will match or meet the operations of neighboring properties.

10. Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.

    The development on this property will meet all of the FDEP and SWFWMD requirements. Many of the existing conditions will be improved with the development.

11. Consistency with the City of Bradenton Comprehensive Plan.

    The proposed development meets the city's objectives and comprehensive plan.



NOTES:

1. This sketch is NOT a boundary survey. This sketch represents a topographic survey.
2. Boundary information shown hereon was taken from boundary survey from City of Bradenton Public Works, dated 05/12/2025
3. Elevations shown hereon are relative to the North American Vertical Datum of 1988 (NAVD88) and are based on Manatee County benchmark 128-88-07, having a published elevation of 32.30 feet (NAVD 88).
4. This sketch shows visible, above ground features. No underground features, including but not limited to foundations, structures, installations, or improvements have been located, except as shown hereon. Underground utilities shown are based on above-ground evidence and surface marking found during this survey. There may be other underground installations within or near the subject property which were not located and are not shown. Utilities shown hereon are not to be used for construction and do not necessarily indicate availability.
5. This property lies in Flood Zone "X" of the Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map (FIRM), Map Number 12081C0306F which bears an effective date of 8/10/2021. As shown on the FEMA Website (http://msc.fema.gov).
6. This survey was prepared without the benefit of a title search. No instruments of record reflecting ownership, easements or rights of way were furnished to the undersigned, unless otherwise shown hereon.
7. There may be additional easements, reservations, restrictions and/or other matters of record affecting this property that are not shown hereon that may (or may not) be found in the public records of this county. The ZNS Engineering or undersigned has not performed an independent search for additional records and makes no representations or guarantees pertaining to easements, right-of-way, set back lines, reservations and agreements.
8. This survey does not certify or warranty: title, zoning, easements, or freedom of encumbrances.
9. Some features may be exaggerated for clarity, dimensions shown supersede scaled dimensions.
10. No information on adjoining property owners or adjoining property recording information was provided to the surveyor.
11. This survey meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to this type of Surveys
12. Ownership of fences shown hereon if any has not been determined as a part of this survey.
13. There may be portions of this property which may be termed jurisdictional wetlands by various government agencies. These possible jurisdictional areas have not been dealt with as part of this survey.
14. This sketch been exclusively prepared for the named entities shown hereon and is not transferable. No other person or entity is entitled to rely upon and/or re-use this survey for any purpose without the expressed, written consent of ZNS Engineering, and the undersigned Professional Surveyor and Mapper.
15. Unauthorized copies and/or reproductions via any medium of this survey or any portions thereof are expressly prohibited without the written consent of ZNS Engineering. and the undersigned Professional Surveyor and Mapper.
16. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
17. This sketch represents the conditions & improvements as of the last date of the field survey only, and not the signature date (if any).
18. All tree species shown are for informational purposes only and any tree species that may be critical should be verified by a certified arborist.

DESCRIPTION: (SURVEY BY OTHERS - SEE NOTE 2, THIS PAGE)

PARCEL 1:

TROPICANA SOUTHWEST PARCEL (COUNTY)

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 36 TOWNSHIP 34 S, RANGE 17 E; THENCE N 00°19'50" E, ALONG THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1437.44 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY (FORMERLY KNOWN AS THE SEABOARD COASTLINE RAILROAD); THENCE N 53°11'51" W, ALONG THE SOUTHWESTERLY LINE OF SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH THE C.S.X. MAIN LINE TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 67.18 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY WITH THE WESTERLY RIGHT-OF-WAY OF 9TH STREET EAST, AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A POINT OF BEGINNING; THENCE CONTINUE N 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 374.18 FEET; THENCE S 88°54'10" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, 68.54 FEET; THENCE N 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1446.68 FEET; THENCE N 89°05'05" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, 68.24 FEET; THENCE N 53°11'51" W, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 179.09 FEET; THENCE N 00°23'07" E, ALONG SAID C.S.X. RAILROAD RIGHT-OF-WAY, 49.71 FEET; THENCE N 53°11'51" W, ALONG SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1104.58 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55; THENCE S 00°30'55" E, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 55, A DISTANCE OF 96.51 FEET; THENCE N 89°29'05" E, A DISTANCE OF 27.63 FEET; THENCE S 53°11'51" E, PARALLEL WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND 60.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 802.97 FEET; THENCE S 00°24'36" W, A DISTANCE OF 1184.93 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. 301) AS SHOWN ON AFORESAID F.D.O.T RIGHT-OF-WAY MAPS; THENCE S 89°04'20" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 683 (U.S. 301), A DISTANCE OF 719.47 FEET; THENCE S 89°03'49" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 307.14 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 12°01'01" W, A DISTANCE OF 1592.39 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°31'46", A DISTANCE OF 542.77 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE S 58°27'13" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 308.55 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF AFORESAID 9TH STREET EAST; THENCE N 07°40'57" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID 9TH STREET EAST, A DISTANCE OF 233.52 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 36, TOWNSHIP 34 S, RANGE 17 E, MANATEE COUNTY, FLORIDA.

CONTAINING 28.31 ACRES MORE OR LESS.

PARCEL 2:

TROPICANA PARK (PARCEL A)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E., ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF, THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A POINT OF BEGINNING; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 948.56 FEET; THENCE S 00°16'20" W, LEAVING SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 121.85 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF- WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W. ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, A DISTANCE OF 970.67 FEET TO THE INTERSECTION WITH THE AFORESAID EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST; THENCE N 06°00'58" W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 184.34 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

PARCEL 3:

TROPICANA PARK (PARCEL B)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E. ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 13120-2506; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 948.56 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 306.82 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 53°17'55" W, 930.06 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°21'25", A DISTANCE OF 168.12 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W, ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, 391.96 FEET; THENCE N 00°16'20" E, A DISTANCE OF 121.85 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S. RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING A TOTAL OF 4.08 ACRES MORE OR LESS

SCALE 1"=40'

SCALE: 1" = 40'

LEGEND

- BENCHMARK
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- CATCH BASIN
- DRAINAGE MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- LIGHT POLE
- SIGN POST
- MONITORING WELL
- ELECTRIC HAND HOLE

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- TOP OF BANK (TOB)
- TOE OF SLOPE (TOE)
- FLOW LINE (FLOW)
- RAILROAD

RCP REINFORCED CONCRETE PIPE
PVC POLYVINYL CHLORIDE
DIP DUCTILE IRON PIPE
TYP TYPICAL
LB LICENSED BUSINESS

- OAK TREE
- PALM TREE
- UNKNOWN TREE

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FLORIDA CERTIFICATE No. 6809
DATE OF CERTIFICATION 11/05/2025

BY: KAVIN C. WILMOTT, P.S.M.

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ADDED TREE DATA	YV	11/05/2025
REVISION	BY	DATE

TOPOGRAPHIC SURVEY
OF
PARCELS OF LAND
LOCATED IN
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

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DRAWN BY dml FIELD BY BURKE JOB NO. 45782 FIELD DATE 06-12-2025 SCALE 1"=40' SHEET 1 OF 6

T:_2025_City\Bradenton\Tropicana Parcel Topo (45782)\Survey\COB TROPICANA TOPO.dwg, Plot Date:11/5/2025 3:04 PM, ByVonHasv

MATCHLINE - SEE SHEET 1

MATCHLINE - SEE SHEET 3

SITE BENCHMARK
Iron Rod Set LB6982
Elev.=17.57'

Weir
Top Block=17.73'
Notch=16.04'

SITE BENCHMARK
Iron Rod Found LB2241
Elev.=16.29'

SITE BENCHMARK
Nail & Disk LB6982
Elev.=16.83'

SITE BENCHMARK
Iron Rod Set LB2241
Elev.=21.12'

2-Track Dirt Path

CSX RAILROAD

Asphalt Path

Asphalt Drive

Mitered End Section
18"PVC Inv.=10.64'

End of Pipe
18"PVC Inv.=10.27'

Concrete Headwall
Top of Wall=16.8'
36"RCP Inv.=9.46'

Concrete Headwall
Top of Wall=16.9'
36"RCP Inv.=9.53'

Mitered End Section
34"x53"RCP Inv.=12.28'

Mitered End Section
34"x53"RCP Inv.=12.48'

End of Pipe
36"RCP Inv.=9.35'
Weir in Pipe=10.84'

End of Pipe
36"RCP Inv.=9.31'
Weir in Pipe=10.71'

Concrete Headwall
Top of Wall=17.0'
24"RCP Inv.=13.72'

End of Pipe
15"DIP Inv.=11.06'

Concrete Headwall
Top of Wall=15.7'
34"x53"RCP Inv.=11.63'

Grate Inlet
24"RCP Inv.=14.00'

Concrete Headwall
Top of Wall=16.1'
34"x53"RCP Inv.=11.99'

TOE
TOB
FLOW

LEGEND

- BENCHMARK
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- CATCH BASIN
- DRAINAGE MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- LIGHT POLE
- SIGN POST
- MONITORING WELL
- ELECTRIC HAND HOLE
- GRATE INLET
- MITERED END SECTION

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- TOP OF BANK (TOB)
- TOE OF SLOPE (TOE)
- FLOW LINE (FLOW)
- RAILROAD

RCP REINFORCED CONCRETE PIPE
PVC POLYVINYL CHLORIDE
DIP DUCTILE IRON PIPE
TYP TYPICAL
LB LICENSED BUSINESS
MES MITERED END SECTION

- OAK TREE
- ORNAMENTAL TREE
- UNKNOWN TREE

SCALE 1"=40'

SCALE: 1" = 40'

TOPOGRAPHIC SURVEY
OF
PARCELS OF LAND
LOCATED IN
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

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DRAWN BY dml FIELD BY BURKE JOB NO. 45782 FIELD DATE 06-12-2025 SCALE 1"=40' SHEET 2 OF 6

T:_2025_CityOfBradenton\Tropicana Parcel Topo (45782)\Survey\LOB_TROPICANA TOPO.dwg, Plot Date:11/5/2025 3:04 PM, ByYoritzaV

MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 4

Asphalt Path

Asphalt Path

Asphalt Path

Asphalt Path

Asphalt Path

TOE

TOB

U.S. HIGHWAY 301

Grass Median

SCALE 1"=40'

SCALE: 1" = 40'

LEGEND

- BENCHMARK
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- CATCH BASIN
- DRAINAGE MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- LIGHT POLE
- SIGN POST
- MONITORING WELL
- ELECTRIC HAND HOLE
- GRATE INLET
- MITERED END SECTION

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- TOP OF BANK (TOB)
- TOE OF SLOPE (TOE)
- FLOW LINE (FLOW)
- RAILROAD

RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE
DIP	DUCTILE IRON PIPE
TYP	TYPICAL
LB	LICENSED BUSINESS
MES	MITERED END SECTION

- OAK TREE
- PALM TREE
- PINE TREE
- DEAD TREE
- UNKNOWN TREE

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REVISION	BY	DATE
ADDED TREE DATA	YV	11/05/2025

TOPOGRAPHIC SURVEY

OF

PARCELS OF LAND

LOCATED IN

SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST

MANATEE COUNTY, FLORIDA

ZNS ENGINEERING
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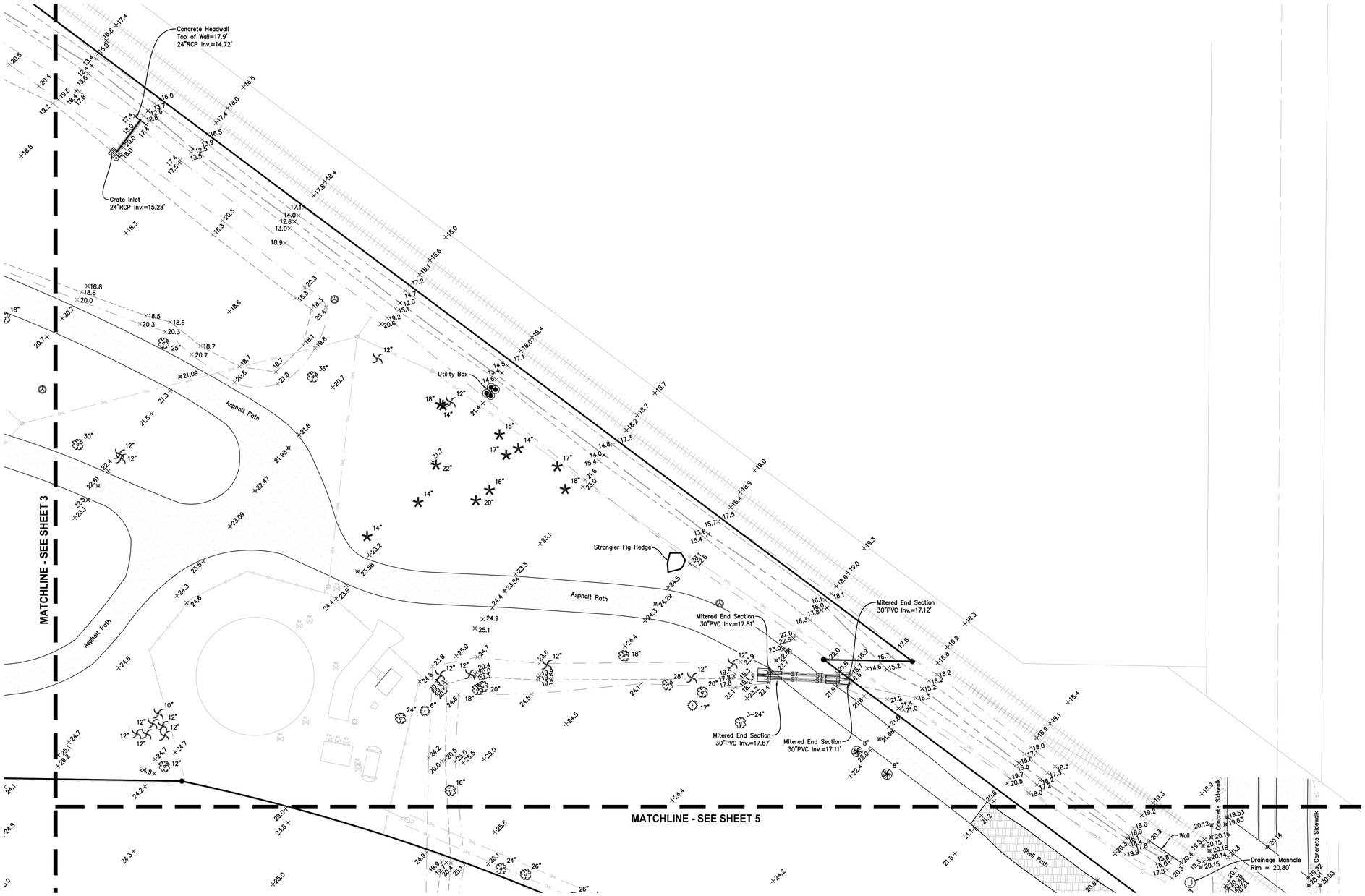
DRAWN BY dml FIELD BY BURKE JOB NO. 45782 FIELD DATE 06-12-2025 SCALE 1"=40' SHEET 3 OF 6



LEGEND

- BENCHMARK
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- CATCH BASIN
- DRAINAGE MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- LIGHT POLE
- SIGN POST
- MONITORING WELL
- ELECTRIC HAND HOLE
- GRATE INLET
- MITERED END SECTION
- UTILITY POLE
- BOLLARD

- CHAINLINK FENCE (CLF)
- OHL — OVERHEAD LINE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- TOP OF BANK (TOB)
- TOE OF SLOPE (TOE)
- FLOW LINE (FLOW)
- RAILROAD

RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE
DIP	DUCTILE IRON PIPE
TYP	TYPICAL
LB	LICENSED BUSINESS
MES	MITERED END SECTION

- OAK TREE
- PALM TREE
- PINE TREE
- ORNAMENTAL TREE

SCALE 1"=40'

SCALE: 1" = 40'

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REVISION	BY	DATE
ADDED TREE DATA	YV	11/05/2025

TOPOGRAPHIC SURVEY
OF
PARCELS OF LAND
LOCATED IN
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

ZNS ENGINEERING
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DRAWN BY dml FIELD BY BURKE JOB NO. 45782 FIELD DATE 06-12-2025 SCALE 1"=40' SHEET 4 OF 6

MATCHLINE - SEE SHEET 4

MATCHLINE - SEE SHEET 6

U.S. HIGHWAY 301

9TH STREET E

Grass Median

Sidewalk

Asphalt Path

Concrete Sidewalk

Concrete Headwall
Top of Wall=17.9'
36"RCP Inv.=19.57'
36"RCP Inv.=19.44'

Drainage Manhole
Rim = 20.80'

Curb Inlet
Curb = 20.40'

Drainage Manhole
Rim = 20.70'

Curb Inlet
Curb = 20.57'

Grate Inlet
N 38"x60"RCP Inv.=16.09'
S 38"x60"RCP Inv.=16.16'

Drainage Manhole
Rim = 21.44'

Concrete Headwall
Top of Wall=20.8'
18"RCP Inv.=17.01'

Rip-rap

Weir
Top Block=19.38'
Notch=18.81'

5/8"IRF
LB 2241

Mitered End Section
36"RCP Inv.=18.27'

Grate Inlet
Rim=26.21'

Mitered End Section
24"RCP Inv.=19.72'

SCALE 1"=40'

SCALE: 1" = 40'

LEGEND

- BENCHMARK
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- CATCH BASIN
- DRAINAGE MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- LIGHT POLE
- SIGN POST
- MONITORING WELL
- ELECTRIC HAND HOLE
- GRATE INLET
- MITERED END SECTION
- UTILITY POLE
- BOLLARD
- ELECTRIC METER
- FIBER LINE MARKER
- TRAFFIC SIGNAL BOX
- GAS LINE MARKER
- CHAINLINK FENCE (CLF)
- OVERHEAD LINE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- TOP OF BANK (TOB)
- TOE OF SLOPE (TOE)
- FLOW LINE (FLOW)
- RAILROAD

RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE
DIP	DUCTILE IRON PIPE
TYP	TYPICAL
LB	LICENSED BUSINESS
MES	MITERED END SECTION

- OAK TREE
- PALM TREE
- PINE TREE
- ORNAMENTAL TREE
- UNKNOWN TREE

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TOPOGRAPHIC SURVEY
OF
PARCELS OF LAND
LOCATED IN
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

REVISION	BY	DATE
ADDED TREE DATA	YV	11/05/2025

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DRAWN BY dml FIELD BY BURKE JOB NO. 45782 FIELD DATE 06-12-2025 SCALE 1"=40' SHEET 5 OF 6

MATCHLINE - SHEET 5

Grate Inlet
Rim=29.92'

Mitered End Section
24"RCP Inv.=Filled

Grate Inlet
Rim=40.07'

Mitered End Section
18"CMP Inv.=Filled

Grate Inlet
Rim=49.50'

Mitered End Section
18"CMP Inv.=Filled

Grate Inlet
Rim=53.18'

Mitered End Section
18"CMP Inv.=Filled

U.S. HIGHWAY 301

Grass Median

TOB

TOE

FLOW

SCALE 1"=40'

SCALE: 1" = 40'

LEGEND

- BENCHMARK
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- CATCH BASIN
- DRAINAGE MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- LIGHT POLE
- SIGN POST
- MONITORING WELL
- ELECTRIC HAND HOLE
- GRATE INLET
- MITERED END SECTION
- UTILITY POLE
- BOLLARD
- FIBER LINE MARKER
- TRAFFIC SIGNAL BOX
- GAS LINE MARKER

- CHAINLINK FENCE (CLF)
- OHL — OVERHEAD LINE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- TOP OF BANK (TOB)
- TOE OF SLOPE (TOE)
- FLOW LINE (FLOW)
- RAILROAD

RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE
DIP	DUCTILE IRON PIPE
TYP	TYPICAL
LB	LICENSED BUSINESS
MES	MITERED END SECTION
CMP	CORRUGATED METAL PIPE

- OAK TREE
- PALM TREE
- PINE TREE
- ORNAMENTAL TREE
- UNKNOWN TREE

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REVISION	BY	DATE
ADDED TREE DATA	YV	11/05/2025

TOPOGRAPHIC SURVEY
OF
PARCELS OF LAND
LOCATED IN
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365
1023 MANATEE AVENUE WEST (7TH FLOOR), BRADENTON, FL 34205
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

DRAWN BY YV FIELD BY BURKE JOB NO. 45782 FIELD DATE 06-12-2025 SCALE 1"=40' SHEET 6 OF 6

CONCEPTUAL PLAN

CITY OF BRADENTON PUBLIC WORKS MASTER PLAN

REPORT

PROJECT #: 24806

10/10/25

bradenton
The Friendly City

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

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ZONGOLJ@WSEINC.COM
239.737.2013

MEPFP ENGINEER

ME3 CONSULTING ENGINEER, LLC

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STRUCTURAL ENGINEER

SNELL ENGINEERING

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941.954.0681

COST ESTIMATOR

FOURIE CONSULTANTS

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WWW.FCICOST.COM

CONTACT:
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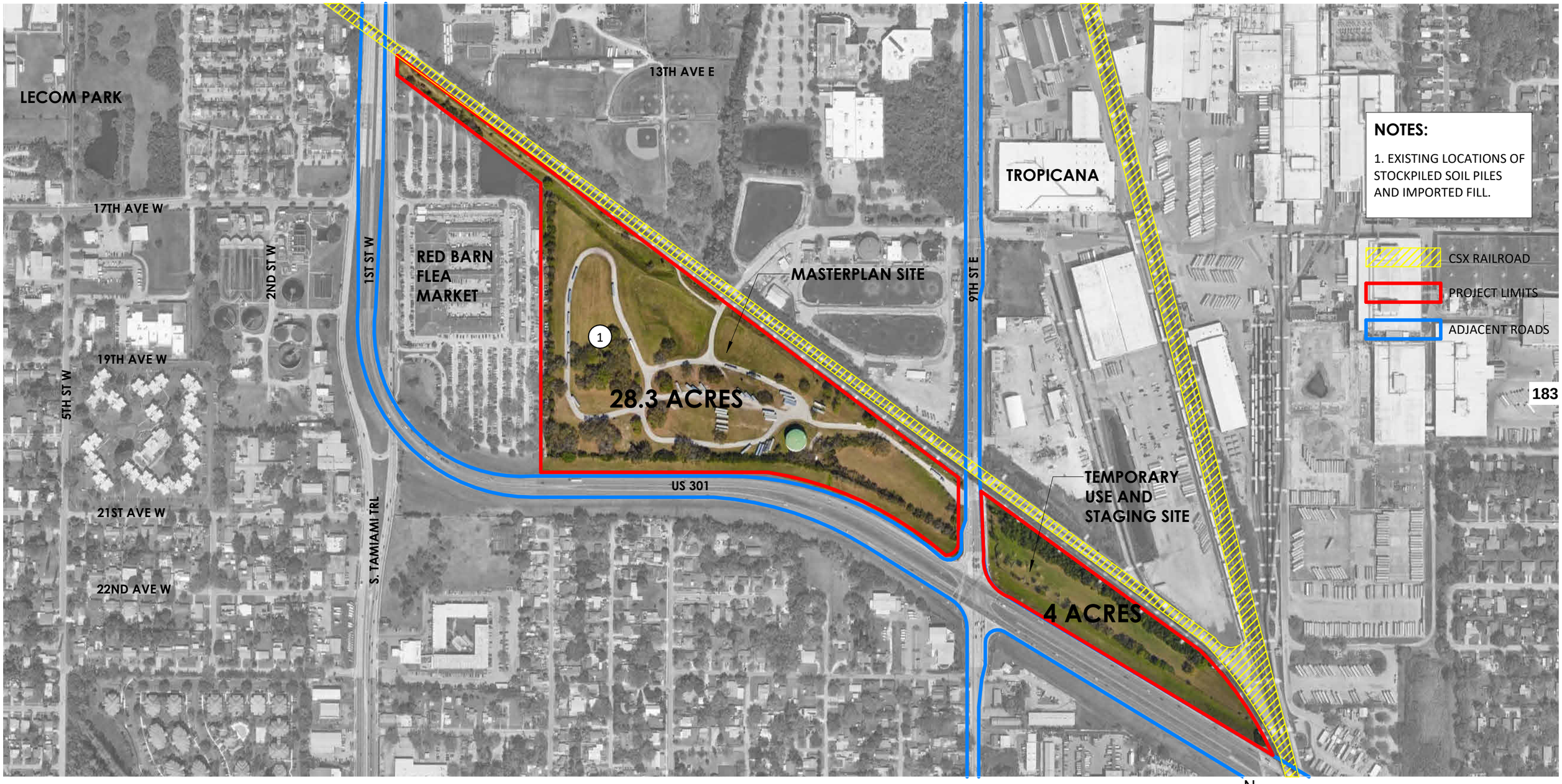
FOUNDER / PRINCIPAL
RFOURIE@FCICOST.COM
813.919.9921

PROJECT TEAM

CONCEPTUAL PLAN

PROJECT SITE AND LIMITS

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



28-Acres Parcel Address: 1706 9th Street East, Bradenton, FL 34208
4-Acres Parcel Address: 2145 9th Street East, Bradenton, FL 34205

SITE DEVELOPMENT GUIDELINES

The new Public Works and Utilities Facility is envisioned as a modern, efficient, and resilient operations hub for the City of Bradenton. The following guiding objectives have been identified to inform the master planning process and ensure the new campus meets both current and future needs:

Centralize Operations
The new facility will consolidate all major Public Works and Utilities divisions—currently dispersed across multiple locations—into a single, coordinated campus. Centralization reduces inefficiencies caused by travel between sites, improves interdepartmental communication, strengthens supervision, and enhances the delivery of services to the community.

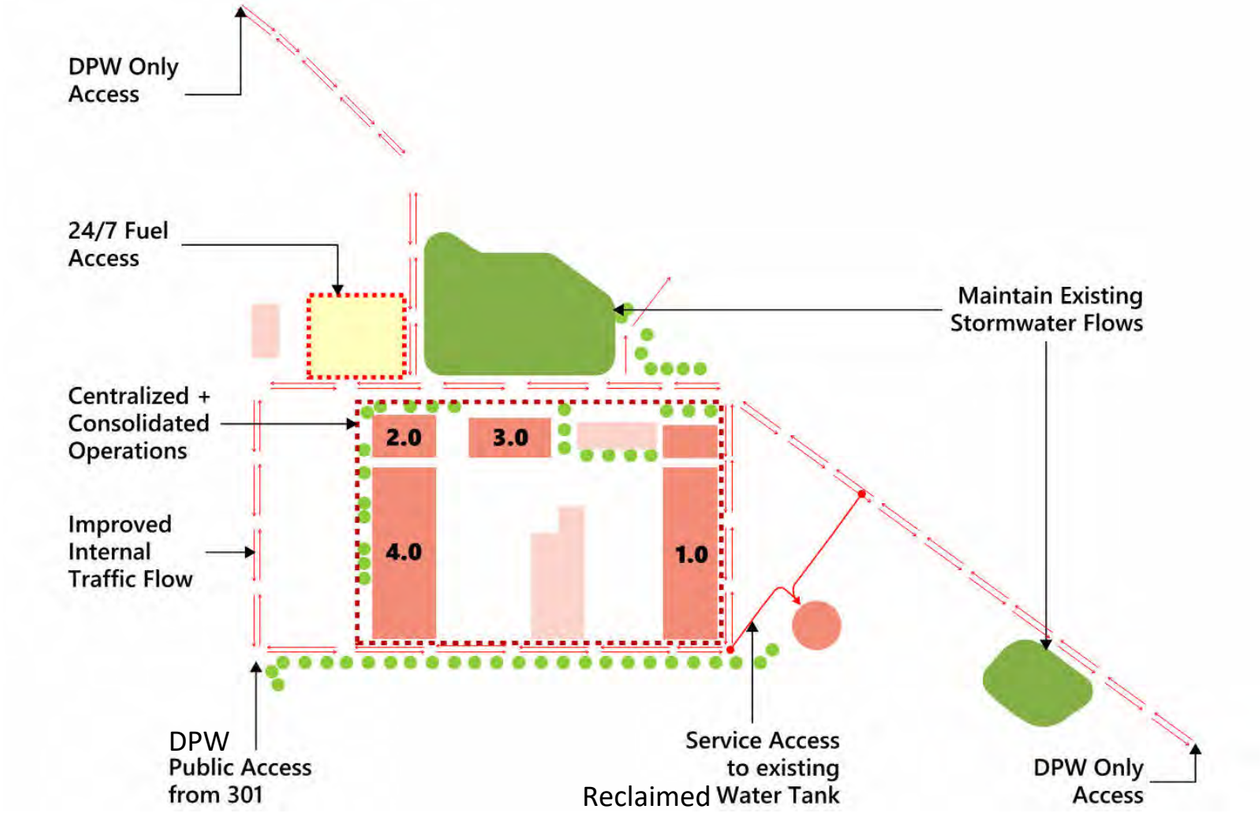
Consolidate and Maximize the Public Works Footprint
The master plan will focus on optimizing the use of the available 28-acre site by organizing buildings, yards, storage areas, and circulation zones to reduce redundant spaces and overlap between divisions. Strategic consolidation ensures that the facility uses the site to its fullest potential while reserving capacity for future growth and technological upgrades.

Minimize Internal Street Crossings Within the Public Works Area
The current layout forces vehicles and equipment to cross internal drives and operational paths multiple times each day, leading to congestion, inefficiencies, and safety hazards. The new master plan will establish dedicated circulation routes that separate heavy equipment and fleet movements from employee and visitor traffic. This improved internal traffic flow will enhance safety, reduce vehicle wear and fuel consumption, and streamline daily operations.

Provide 24/7 Access to Fuel
The master plan prioritizes the integration of secure, on-site fueling infrastructure that is available to the City 's fleet and emergency vehicles at all times. This capability is critical during emergencies, severe weather events, and after-hours operations when public fueling stations may be inaccessible or disrupted. A reliable, dedicated fueling facility will ensure uninterrupted service and response readiness.

Separate and Provide Direct Access to Solid Waste Operations
Solid Waste operations require large vehicles with frequent ingress and egress. The new design will provide a dedicated, direct access route for Solid Waste vehicles that avoids conflicts with other divisions ' traffic. This separation improves operational efficiency, reduces safety risks, and limits wear on internal drives that serve lighter-duty vehicles.

Establish Access from US-301
By introducing a new or improved access point from US-301, the master plan will strengthen the connection between the Public Works campus and the regional transportation network. This access is vital for large service vehicles and equipment deliveries, improving logistical efficiency while reducing impacts on local streets and adjacent neighborhoods.



Maintain Service Access to the Existing Water Tank
The City's reclaimed water storage tank is a critical utility asset that must remain fully accessible for maintenance, emergency response, and future upgrades. The master plan will preserve and enhance dedicated access routes to the tank to ensure uninterrupted service, maintain water supply infrastructure, and minimize operational disruptions.

Maintain Existing Stormwater Flows
Sustainable site development is a key principle of the master plan. The design will respect and maintain existing stormwater flow patterns while incorporating modern drainage and retention systems. These improvements will minimize environmental impacts, reduce flooding risks, and ensure compliance with regulatory requirements for stormwater management.

PROPOSED MASTER PLAN

CONCEPTUAL PLAN

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



LEGEND

- BUILDING
- COVERED STORAGE
- GREEN AREAS
- STORMWATER (DRY RETENTION)
- SIDEWALK
- ASPHALT
- SITE BOUNDARY
- FENCE LINE

1.0 FLEET / SMALL ENGINE
Buidling: *(37,812 SF)* Site: *(4.0 Acres)*

2.0 Solid Waste
Building: *(9,600 SF)* Site: *(3.8 Acres)*

3.0 Purchasing
Building: *(11,250 SF)* Site: *(1.0 Acres)*

4.0 Central Ops / Field Ops
Building: *(31,900 SF)* Site: *(1.05 Acres)*

- **Landscape & Grounds** Site: *(0.8 Acres)*
- **Street Drainage** Site: *(0.2 Acres)*
- **Water & Sewer** Site: *(0.4 Acres)*
- **Mechanical | Lift Stations** Site: *(0.2 Acres)*
- **Electrical/Facilities** Site: *(0.4 Acres)*
- **Central Ops** Site: *(0.04 Acres)*

5.0 Fuel Island / Vehicle Wash
Site: *(0.8 Acres)*

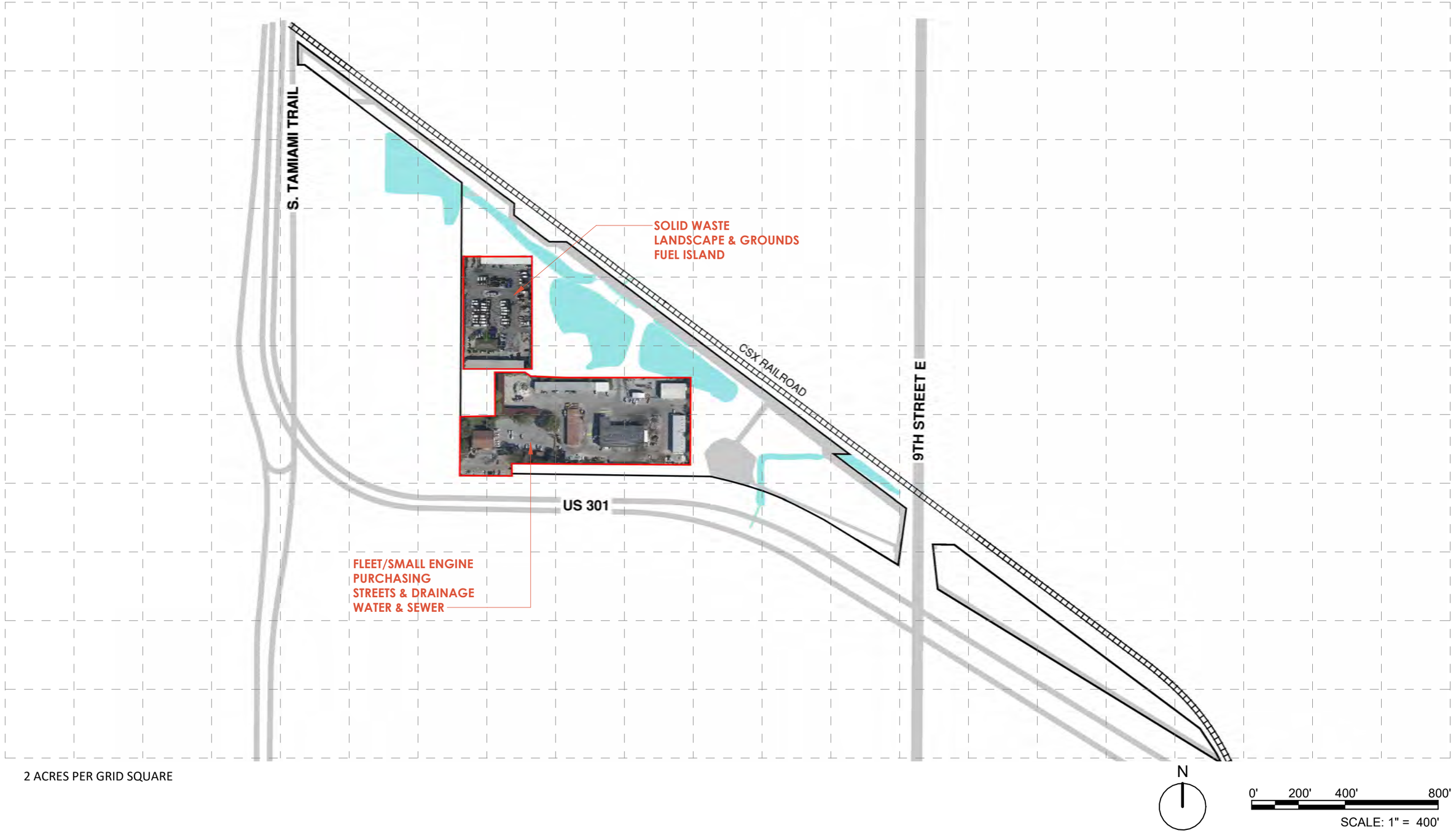
N

0' 100' 200' 400'
SCALE: 1" = 200'

CONCEPTUAL PLAN

EXISTING VS. PROPOSED SITE COMPARISON

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



2 ACRES PER GRID SQUARE

PROPOSED MASTER PLAN

CONCEPTUAL PLAN

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



LEGEND

- BUILDING
- COVERED STORAGE
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- **Mechanical | Lift Stations**
  Site: *(0.2 Acres)*
- **Electrical/Facilities**
  Site: *(0.4 Acres)*
- **Central Ops**
  Site: *(0.04 Acres)*

5.0 Fuel Island / Vehicle Wash
Site: *(0.8 Acres)*

SITE RENDERING FROM NORTHWEST - 01

CONCEPTUAL PLAN

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



SITE RENDERING FROM SOUTHWEST - 02

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



CITY OF BRADENTON

PUBLIC WORKS - TEMPORARY BUILDOUT

2145 9TH STREET EAST, BRADENTON FL 34205

OCTOBER 29TH, 2025

INFORMATION ONLY

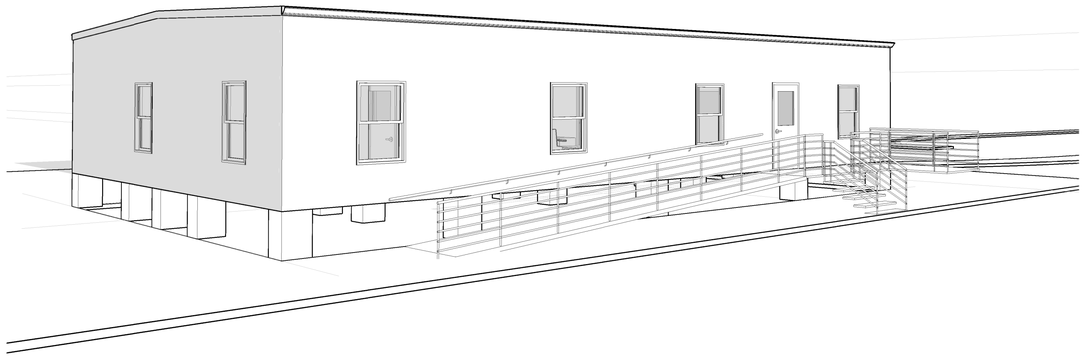

TABLE OF CONTENTS

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C2-00 EXISTING CONDITIONS MAP
C2-01 BEST MANAGEMENT PRACTICES
C2-02 BEST MANAGEMENT PRACTICES DETAILS
C3-00 CIVIL SITE PLAN
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C5-00 UTILITY PLAN
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A-301 BUILDING SECTION & DETAILS (OFFICE TRAILER)
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A-801 PROJECT MANUAL
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ELECTRICAL

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E401 ELECTRICAL DETAILS
E601 ELECTRICAL RISER AND SCHEDULES
E701 ELECTRICAL SPECIFICATIONS

GENERAL NOTES

1. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO PROVIDE FOR A WATERTIGHT & WEATHERTIGHT BUILDING. THE CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE DRAWINGS AND SPECIFICATIONS FOR THIS INTENT AND BY BIDDING OR ENTERING INTO THIS CONSTRUCTION CONTRACT, WARRANTS THAT THE BUILDING IS WATERTIGHT & WEATHERTIGHT IN ALL OF THE E DETAILS. SHOULD THE CONTRACTOR TAKE EXCEPTION TO THESE DETAILS, HE SHALL NOTIFY THE ARCHITECT PRIOR TO BIDDING. ANY DEVIATION FROM THIS GENERAL INTENT SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
2. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO PROVIDE FOR A PLUMB, LEVEL, AND SQUARE STRUCTURE UNLESS OTHERWISE NOTED. ANY DEVIATION FROM THIS GENERAL INTENT SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
3. THE BUILDING SHALL BE CONSTRUCTED IN FULL COMPLIANCE WITH ALL APPLICABLE CODES, ORDINANCES AND REGULATIONS AS WELL AS THE DRAWINGS AND SPECIFICATIONS. ANY CODE DEFICIENCIES IN THE DRAWINGS RECOGNIZED BY THE CONTRACTOR SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURATE PLACEMENT OF THE BUILDING ON THE SITE AND VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS. DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT BEFORE BIDDING THE PROJECT OR THE COMMENCEMENT OF WORK. THE OWNER SHALL NOT BE RESPONSIBLE FOR CHANGES TO THE WORK DUE TO THE FAILURE OF THE CONTRACTOR TO FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS.
5. THE CONTRACTOR SHALL PROVIDE ALL PERMITS AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION OF THE WORK IN ACCORDANCE WITH APPLICABLE CODES AND GOVERNING REGULATIONS.
6. CONTRACTOR TO FURNISH AND INSTALL CONCEALED SUPPORT FRAMING (WITHIN WALLS) AS REQUIRED TO FIRMLY SECURE WALL-MOUNTED EQUIPMENT AND/OR ACCESSORIES. WOOD BLOCKING SHALL COMPLY WITH THE REQUIREMENTS OF FBC BUILDING SECTION 603 FOR COMBUSTIBLE MATERIAL IN TYPE II CONSTRUCTION.
7. WHERE AS-BUILT DRAWINGS ARE REQUIRED AND SLEEVES OR SYSTEM RACEWAYS/ PIPING PENETRATE MASONRY OR RATED WALLS, CONTRACTOR SHALL INDICATE FINAL LOCATIONS OF SLEEVES AND PENETRATIONS AS-BUILT FOR THE PROJECT RECORD.
8. CONTRACTOR SHALL PROTECT PIPES WITHIN CONCEALED WALL CAVITIES WITH NAIL/FASTENER PROTECTION (FROM POTENTIAL PUNCTURE) FROM FINISHED SIDES OF WALL.
9. THE CONTRACTOR SHALL VERIFY THE SIZES AND LOCATIONS OF ALL MECHANICAL AND ELECTRICAL EQUIPMENT PADS AND BASES, AS WELL AS POWER, WATER AND DRAIN REQUIREMENTS FOR SUCH EQUIPMENT WITH EQUIPMENT MANUFACTURER. DEVIATION OF THE AFOREMENTIONED REQUIREMENTS SHOULD BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
10. MINIMUM THICKNESS OF WEATHER COATINGS SHALL BE PROVIDED UNLESS SPECIFIED THICKER PER FBC TABLE 1405.2.

DIMENSION NOTES

1. DO NOT SCALE DRAWINGS: ALL WRITTEN DIMENSIONS SHALL HAVE PREFERENCE OVER SCALE AND BE FIELD VERIFIED AND COORDINATED WITH WORK OF ALL TRADES. IF NO DIMENSIONS ARE GIVEN OR DISCREPANCIES FOUND, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT FOR CLARIFICATION BEFORE BIDDING OR COMMENCING THE WORK.
2. DIMENSIONS TO EXTERIOR MASONRY WALLS ARE TO EXTERIOR FACE OF MASONRY, TYPICAL.
3. DIMENSIONS LOCATING NEW INTERIOR MASONRY WALLS ARE TO FACE OF MASONRY, TYPICAL.
4. DIMENSIONS LOCATING NEW INTERIOR STUD WALLS ARE TO FACE OF STUD, TYPICAL. WHEN A DIMENSION IS INDICATED AS "CLEAR" OR "CLR", THIS INDICATES THE CLEAR DIMENSION THAT IS TO BE PROVIDED AFTER INSTALLATION OF ALL WALL FINISH MATERIALS.
5. OPENINGS NOT LOCATED BY DIMENSION IN INTERIOR WALLS, AND NOT ABUTTING ADJACENT WALLS ARE TO BE CENTERED ON THE WALL.
6. CENTER ANY INTERIOR OPENINGS (NOT LOCATED BY DIMENSION), THAT APPEAR TO BE CENTERED IN A WALL.
7. IF THE LOCATION OF ANY BUILDING ELEMENT IS NOT OBVIOUS OR CANNOT BE DETERMINED BY DIMENSION, MATHEMATICS, OR AS NOTED ABOVE, CONTACT THE ARCHITECT PRIOR TO LOCATING THE ELEMENT.

GROSS BUILDING AREA

- OFFICE TRAILER: 1,960 SF
- RESTROOM TRAILER: 242 SF

ZONING DATA

ADDRESS: 1706 9TH STREET EAST, BRADENTON, FLORIDA 34208
PARCEL SIZE: 4.0800 ACRES OR 177,725 SQUARE FEET
PARCEL ID NUMBER: 4687900059
COUNTY: MANATEE COUNTY
CITY: BRADENTON, FL
ZONING DISTRICT: INDUSTRIAL
CURRENT LAND USE: 8089; GOVT OWNED VACANT MUNICIPAL
FUTURE LAND USE: IU
FIRE DISTRICT: SOUTHERN MANATEE FIRE RESCUE
JURISDICTION: UNINCORPORATED MANATEE COUNTY

FEMA / FLOOR ELEVATION COORD.

FLOOD ZONE: X (EL 23.4').
TOP OF FLOOR/ SLAB LEVEL: 25.9' NAVD

ON ARCHITECTURAL DRAWINGS, LEVEL 1 TOS ELEVATION OF 0' - 0" CORRESPONDS TO ELEVATION 2' - 6".

ELEVATION HEIGHTS LISTED ON DRAWINGS ARE IN NAVD FORMAT, EXCEPT WHERE NOTED AS NGVD.

FLORIDA PRODUCT APPROVAL / NOA NOTES

- GENERAL CONTRACTOR (GC) SHALL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED FLORIDA PRODUCT APPROVALS (FPA) AND/OR NOTICES OF ACCEPTANCE (NOA) DOCUMENTATION TO THE ARCHITECT FOR REVIEW AND WRITTEN APPROVAL PRIOR TO THE PROCUREMENT OR INSTALLATION OF ANY APPLICABLE BUILDING COMPONENTS.

WIND LOAD REQUIREMENT

WIND:
ASCE 7-22
CHAPTERS 26, 27, 30 – WIND LOADS ON BUILDINGS AND C&C
BASIC WIND SPEED - 148 MPH
EXPOSURE C
ENCLOSED STRUCTURE
INTERNAL PRESSURE COEFFICIENT: +/- 0.18
RISK CATEGORY II
ALLOWABLE (0.6W) WINDOW & DOOR WIND PRESSURES: +48psf/-52psf

ABBREVIATIONS

ABV.	ABOVE	LT	LIGHT
ACT	ACOUSTICAL CEILING TILE	LVT	LUXURY VINYL TILE
AFF	ABOVE FINISHED FLOOR		
ALT	ALTERNATE	MAX	MAXIMUM
ALUM	ALUMINUM	MECH	MECHANICAL
ANOD	ANODIZED	MFD	MANUFACTURED
ARCH	ARCHITECT(URAL)	MFR	MANUFACTURER
AUTO	AUTOMATIC	MI	MIRROR
AVG	AVERAGE	MIN	MINIMUM
		MISC	MISCELLANEOUS
BD	BOARD	MOIST	MOISTURE
BLDG	BUILDING	MTD	MOUNTED
BLKG	BLOCKING	MTL	METAL
BU	BUILT UP		
BYND	BEYOND	NIC	NOT IN CONTRCT
		NO	NUMBER
CAB	CABINET	NTS	NOT TO SCALE
CEM	CEMENT(ITIOUS)		
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED	OFB	OUTSIDE FACE OF BUILDING
CJ	CONTROL JOINT	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
CLG	CEILING	OPNG	OPENING(S)
CMU	CONCRETE MASONRY UNIT	OPP	OPPOSITE HAND
CONC	CONCRETE	OPR	OPERABLE
CONT	CONTINUOUS(ATION)	ORD	OVERFLOW ROOF DRAIN
CPT	CARPET	OVFL	OVERFLOW
CR	CURTAIN ROD	OVHD	OVERHEAD
CT	CERAMIC TILE		
		PED	PEDESTRIAN
DBL	DOUBLE	PLAM	PLASTIC LAMINATE
DEPT	DEPARTMENT	PLAS	PLASTER
DET	DETAIL	PLSTC	PLASTIC
DF	DRINKING FOUNTAIN	PLYWD	PLYWOOD
DIA	DIAMETER	PNL	PANEL
DIM	DIMENSION	PORT	PORTABLE
DIV	DIVISION	PREFAB	PREFABRICATED
DN	DOWN	PTD	PAINTED
DR	DOOR	PTD	PAPER TOWEL DISPENSER
DWG	DRAWING	PTN	PARTITION
EA	EACH	RD	ROOF DRAIN
EJ	EXPANSION JOINT	RDL	ROOF DRAIN LEADER
EL	ELEVATION	RE	REFER(ENCE)
ELEC	ELECTRICAL	RECESS	RECESSED
ENGR	ENGINEER(ED)	RECPT	RECEPTACLE
ENTR	ENTRANCE	REF	REFRIGERATOR
EQ	EQUAL	REQ	REQUIRED
EQUIP	EQUIPMENT	REV	REVERSE
EWC	ELECTRIC WATER COOLER	RM	ROOM
EXIST	EXISTING	RO	ROUGH OPENING
EXP	EXPOSED		
EXT	EXTERIOR	SF	SQUARE FEET
		SIM	SIMILAR
FD	FLOOR DRAIN	SS	STAINLESS STEEL
FE	FIRE EXTINGUISHER	STD	STANDARD
FEC	FIRE EXTINGUISHER CABINET	STL	STEEL
FHC	FIRE HOSE CABINET	STRUCT	STRUCTURAL
FLR	FLOOR(ING)	SUSP	SUSPENDED
FURN	FURNITURE	SYS	SYSTEM(S)
GB	GRAB BAR	T&G	TOUNGUE AND GROOVE
GFRC	GLASS FIBER REINFORCED CONCRETE	TLT	TOILET
GFRG	GLASS FIBER REINFORCED GYPSUM	TPH	TOILET PAPER HOLDER
GL	GLASS	TRANS	TRANSPARENT
GWB	GYPSUM WALL BOARD	TRANSL	TRANSLUCENT
		TRTD	TREATED
HD	HEAD	TYP	TYPICAL
HM	HOLLOW METAL		
HORIZ	HORIZONTAL	UNDRLAY	UNDERLAYMENT
HP	HIGH POINT	UNO	UNLESS NOTED OTHERWISE
HVAC	HEATING, VENTILATIING, AND AIR CONDITIONING	UTIL	UTILITY
INFO	INFORMATION	VCT	VINYL COMPOSITE TILE
INSUL	INSULATION	VERT	VERTICAL
INT	INTERIOR	VIF	VERIFY IN FIELD
		VOJ	VERIFY ON JOB
JAN	JANITOR		
		W/	WITH
KIT	KITCHEN	W/O	WITHOUT
		WC	WATER CLOSET
LAV	LAVATORY	WD	WOOD
LB	POUND	WN	WINDOW
LGMF	LIGHT GAUGE METAL FRAMING	WT	WEIGHT
LP	LOW POINT	WTRPRF	WATERPROOFING

PROJECT TEAM

OWNER:

CITY OF BRADENTON

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ARCHITECT:

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FORT MYERS, FL 33916

CONTACT: JOSEPH ZONGOL, PE
CONTACT TITLE: REGIONAL DIRECTOR/SENIOR ASSOCIATE

PHONE: 239-737-2013
EMAIL: ZONGOLJ@WSEINC.COM

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ME3 CONSULTING ENGINEERS, LLC

5300 PAYLOR LANE
SARASOTA, FLORIDA 34240

CONTACT: BRYAN P. ZAPF, PE, LEED AP
CONTACT TITLE: VICE PRESIDENT / PRINCIPAL

PHONE: 941.748.1319, EXT 102
EMAIL: BRYAN@ME3-ENGR.COM

SYMBOLS

1|A-101 — BUILDING SECTION
1|A-101 — WALL SECTION
1 / A101 — DETAIL
1 / A101 — EXTERIOR ELEVATION
1 / A41.1 / 1 — INTERIOR ELEVATION
LEVEL LINE
XX XX XX.A1 — KEYNOTE
XX XX / XX.A1 — KEYNOTE
AA — WINDOW/LOUVER TAG
20A — WALL TAG
01 — SIGN TAG
101 101 101 — DOOR TAG
Room name / 101 — ROOM NAME / ROOM NUMBER
0 — COLUMN BUBBLE AND CENTER LINE
TA00 — TOILET ACCESSORY TAG
DIRECTION OF SLOPED SURFACE

SITE LOCATION MAP 2145 9TH STREET EAST, BRADENTON FL 34205



10/30/2025 3:32:15 PM

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

1819 MAIN STREET, SUITE 400
SARASOTA, FL 34236

2220 CENTRAL AVE, SUITE D.
ST. PETERSBURG, FL 33712

SWEETSPARKMAN.COM
T 941.952.0084
FL AR0015832

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

STATE OF FLORIDA
TODD M. SWEET
AR0015832
REGISTERED ARCHITECT

TODD M. SWEET
AR 0015832

PROJECT TITLE: CITY OF BRADENTON
PUBLIC WORKS - TEMPORARY BUILDOUT
2145 9TH STREET EAST, BRADENTON FL 34205

ISSUED FOR: BID / PERMIT SET
10/29/2025

REV	DESCRIPTION	DATE

GRAPHIC SCALE: 0" 1"

SCALE:	As indicated
PROJECT MANAGER:	RV
DRAWN BY:	KT / BB
A/E OF RECORD:	TS
PROJECT NO:	24806
SHEET TITLE:	

COVER, SYMBOLS, GENERAL NOTES & LEGENDS

SHEET No.:
G-001

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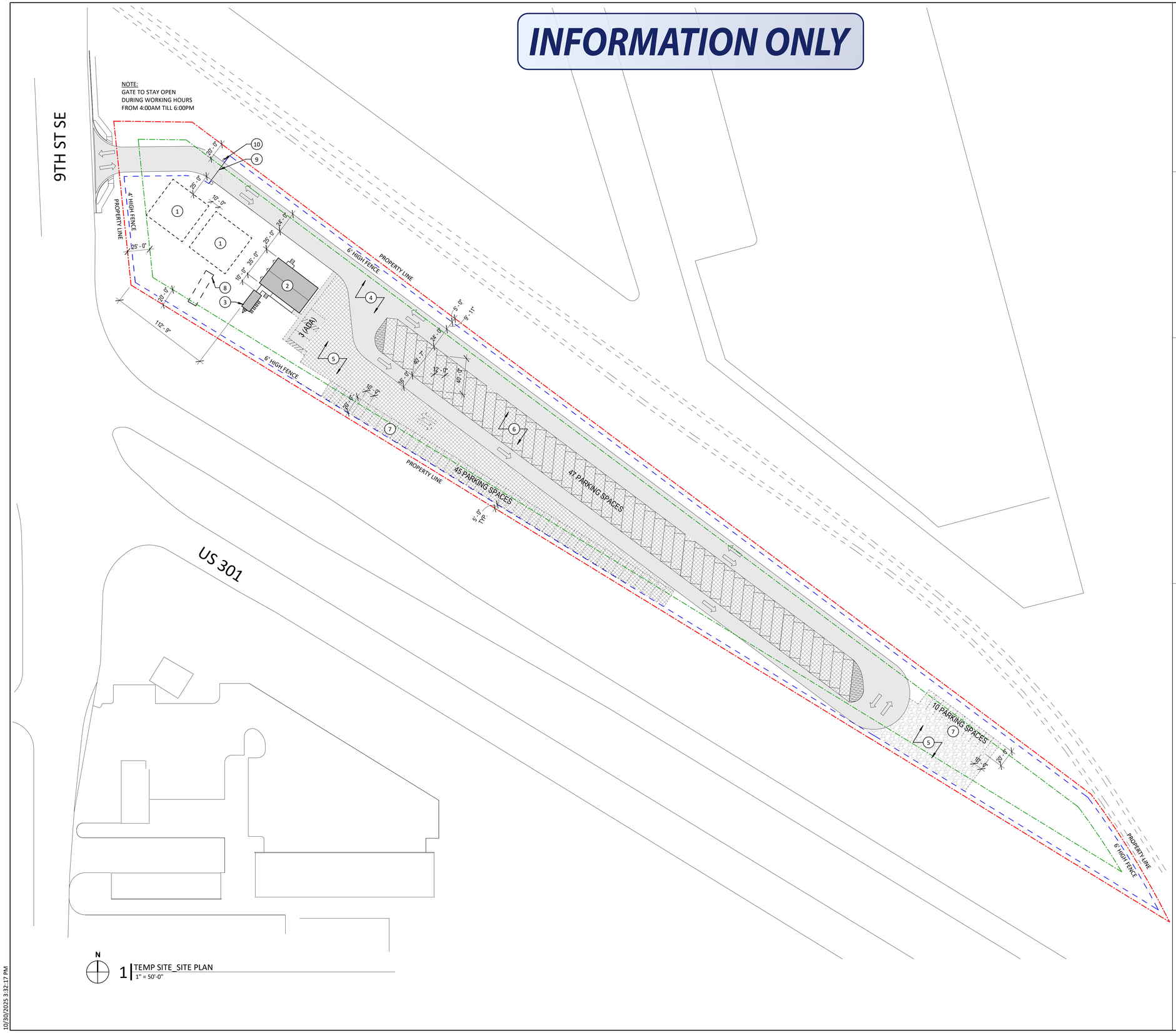
INFORMATION ONLY



1 TEMP SITE_SITE PLAN
1" = 50'-0"

SHEET NOTES

1 → NUMBERED NOTES SHOWN IN DRAWINGS ON THIS SHEET APPLY ONLY TO THE NUMBERED NOTES IN THE TABLE BELOW.

1	FUTURE FABRIC ENGINEER STRUCTURE (2,500 SF)
2	OFFICE TRAILER (1,960 SF)
3	RESTROOMS TRAILER (242 SF)
4	PAVING (TYPE 1). REFER TO CIVIL
5	PERMEABLE PAVING (TYPE 2). REFER TO CIVIL
6	OVERSIZED PARKING SPACES
7	REGULAR PARKING SPACES
8	EXISTING BILLBOARD TO REMAIN
9	VEHICULAR SLIDING 4' HIGH GATE, SEE DETAIL #2/A-141.
10	GATE OPERATOR CONTROL BOX. (BY OTHERS), TYP.

ZONING DATA

ZONING
ZONING DISTRICT: INDUSTRIAL
CURRENT LAND USE: GOVERNMENT OWNED VACANT MUNICIPAL
MAXIMUM INTENSITY (FAR): 1.25 (REQUIRED)
MINIMUM OPEN SPACE: 10% (REQUIRED)
BUILDING HEIGHT: 45 FT PLUS 1 ADDITIONAL FOOT FOR EACH FOOT OF SETBACK FROM PUBLIC ROADWAY (REQUIRED)
BUILDING SETBACKS: (REQUIRED)
FRONT: 25'-0"
REAR: 20'-0"
SIDES: 20'-0"

REFER TO CIVIL DRAWINGS FOR ZONING SETBACKS PROVIDED.

GENERAL NOTES

1. BOUNDS OF SCOPE OF WORK ARE TO THE EXTENT REQUIRED TO COMPLETE WORK.
2. REFER TO CIVIL DRAWINGS FOR UTILITIES AND ACCESS POINTS.
3. REFER TO CIVIL DRAWINGS FOR SITE LIGHTING INFORMATION.
4. REFER TO CIVIL DRAWINGS FOR PARKING PROVIDED.
5. REFER TO CIVIL DRAWINGS FOR PROPOSED SWALE LOCATION.
6. REFER TO CIVIL DRAWINGS FOR DEMOLITION SITE INFORMATION.
7. REFER TO CIVIL AND LANDSCAPE DRAWINGS FOR EXISTING TREES INFORMATION.
8. REFER TO CIVIL DRAWINGS FOR FIRE HYDRANT LOCATION.

SITE CONSTRUCTION NOTES

1. CONTRACTOR SHALL COORDINATE ALL UTILITIES, SYSTEMS AND INFRASTRUCTURE AS REQUIRED TO FACILITATE THE NEW CONSTRUCTION.
2. SLOPE ALL SIDEWALKS, DUMPSTER PAD, AND HARD SURFACED AREAS TO DRAIN, COORDINATE WITH CIVIL PLANS.
3. CONTRACTOR TO PROVIDE A LIFE SAFETY SITE PLAN LOCATING THE "STAGING AREA", PROTECTED WITH A TEMPORARY CHAIN LINK FENCE AND GATES PER THE JURISDICTION REQUIREMENT. PLAN SHALL ALSO INCLUDE ALL PROTECTED PLANTING AND WILD LIFE AREAS AS WELL AS THE DEFINED LIMITS OF CONSTRUCTION AND ACCESS.
4. COORDINATE LOCATION AND SIZE OF AREAS REQUIRED FOR UTILITIES LOCATED ABOVE GROUND. ALL ABOVE GROUND UTILITIES AND EQUIPMENT SHALL BE PROTECTED BY A 6'0" HIGH CHAINLINK FENCE WITH ACCESS GATE, PADLOCK & CHAIN. REFER TO ALL SYSTEMS AND UTILITIES DRAWINGS.
5. MINIMUM FLOOR ELEVATION TO BE MAINTAINED PER CIVIL DESIGN AND REQUIRED CALCULATIONS.

SITE PLAN LEGEND

- PROPERTY LINE
- FENCE LINE
- BUILDING SETBACK LINE
- PAVING TYPE 1
- PAVING TYPE 2 (PERMEABLE)

1819 MAIN STREET, SUITE 400
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2220 CENTRAL AVE., SUITE D.
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ARCHITECTURE & INTERIORS

STATE OF FLORIDA
TODD M. SWEET
AR0015832
REGISTERED ARCHITECT
TODD M. SWEET
AR 0015832

PROJECT TITLE:
CITY OF BRADENTON
PUBLIC WORKS - TEMPORARY BUILDOUT
2145 9TH STREET EAST, BRADENTON FL 34205

ISSUED FOR:
BID / PERMIT SET
10/29/2025

REV	DESCRIPTION	DATE

GRAPHIC SCALE:
0" 1"

SCALE: As indicated
PROJECT MANAGER: RV
DRAWN BY: KT / BB
A/E OF RECORD: TS
PROJECT NO: 24806
SHEET TITLE:
ARCHITECTURAL SITE PLAN

SHEET No.:
A-101

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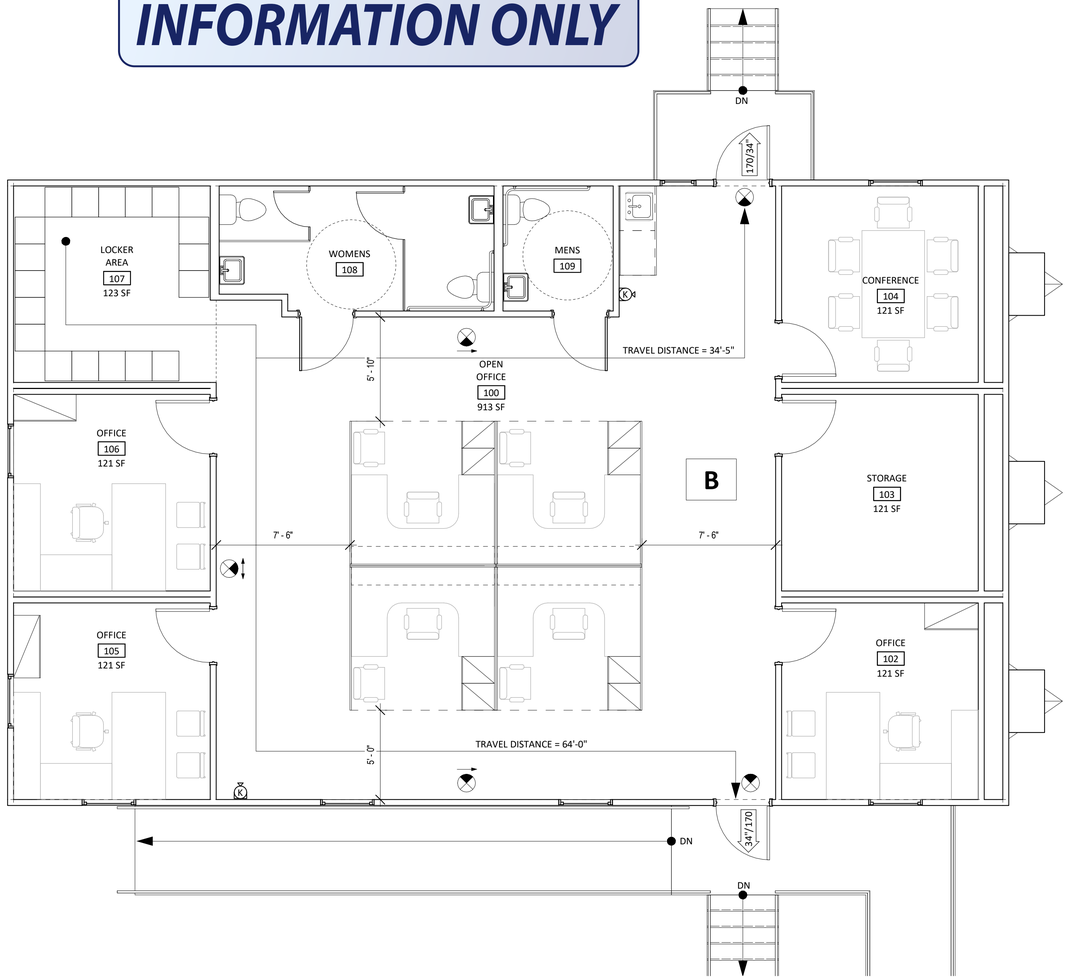

1 FIRST FLOOR
1/4" = 1'-0"

OCCUPANCY LOAD AND EGRESS REQUIREMENTS

FUNCTION OF SPACE (TABLE 1004.5)	ROOMS INCLUDED	AREA (SF)	OCC. FACTOR	OCC. LOAD	OCC. CLASSIFICATION	EGRESS WIDTH PER PERSON	REQ'D EGRESS WIDTH	EGRESS WIDTH REQUIRED BY OCCUPANT LOAD DOES NOT EXCEED BASELINE REQUIREMENTS. VALUES PROVIDED IN EXITING REQUIREMENTS.
BUSINESS	OFFICES, OPEN OFFICE AREA, CONFERENCE, STORAGE, LOCKER AREA, RESTROOMS	1960	150 GROSS	13	B	.2"	2.6"	

EXITING REQUIREMENTS

EXITING COMPONENT	FLORIDA BUILDING CODE	FLORIDA FIRE PREVENTION CODE NFPA 101 - LIFE SAFETY CODE	PROVIDED
COMMON PATH OF TRAVEL TO AN EXIT	75 FEET	100 FEET	PER SHEET A-111
MAXIMUM DEAD END CORRIDOR	50 FEET	50 FEET	PER SHEET A-111
MAXIMUM TRAVEL DISTANCE TO EXIT	300 FEET	300 FEET	PER SHEET A-111
MINIMUM CORRIDOR WIDTH	36 INCHES	36 INCHES	> 36"
MINIMUM CLEAR OPNG OF EXIT DOORS	32 INCHES	32 INCHES	> 32"
MINIMUM STAIR WIDTH	44 INCHES	>36 INCHES	N/A

PLUMBING FIXTURE CALCULATION PER TABLE 403.1

CLASSIFICATION	OCC. LOAD	WATER CLOSETS	LAVATORIES	SHOWERS	DRINKING FOUNTAIN	SERVICE SINK
BUSINESS	13	13/25 = .52	13/40 = .325	N/A	NOT REQUIRED PER 410.2	1
TOTAL PROVIDED		**3**	**3**	**0**	**0**	**1**

FUNCTION OF SPACE (FBC 1004.5)
AREA: XXX SF
LOAD FACTOR: XX SF/PERSON GROSS
OCC. LOAD: **XX**
LIFE SAFTEY FUNCTION OF SPACE/OCCUPANCY LOAD TAG.

XX' — GRAPHIC ILLUSTRATION OF TRAVEL DISTANCE TO EXIT FROM REMOTE POINT

EXIT SIGN

CLR WIDTH OF DOOR — 34"/170 — EXIT EGRESS CAPACITY (# OF OCCUPANTS)

FEC — FIRE EXTINGUISHER CABINET

FIRE EXTINGUISHER

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2145 9TH STREET EAST, BRADENTON FL 34205

ISSUED FOR:
BID / PERMIT SET
10/29/2025

REV	DESCRIPTION	DATE

GRAPHIC SCALE: 0" 1"

SCALE: As indicated
PROJECT MANAGER: xx
DRAWN BY: xx
A/E OF RECORD: TS
PROJECT NO: 24806
SHEET TITLE:
LIFE SAFETY PLANS & LEGENDS (OFFICE TRAILER)

SHEET No.:
A-111

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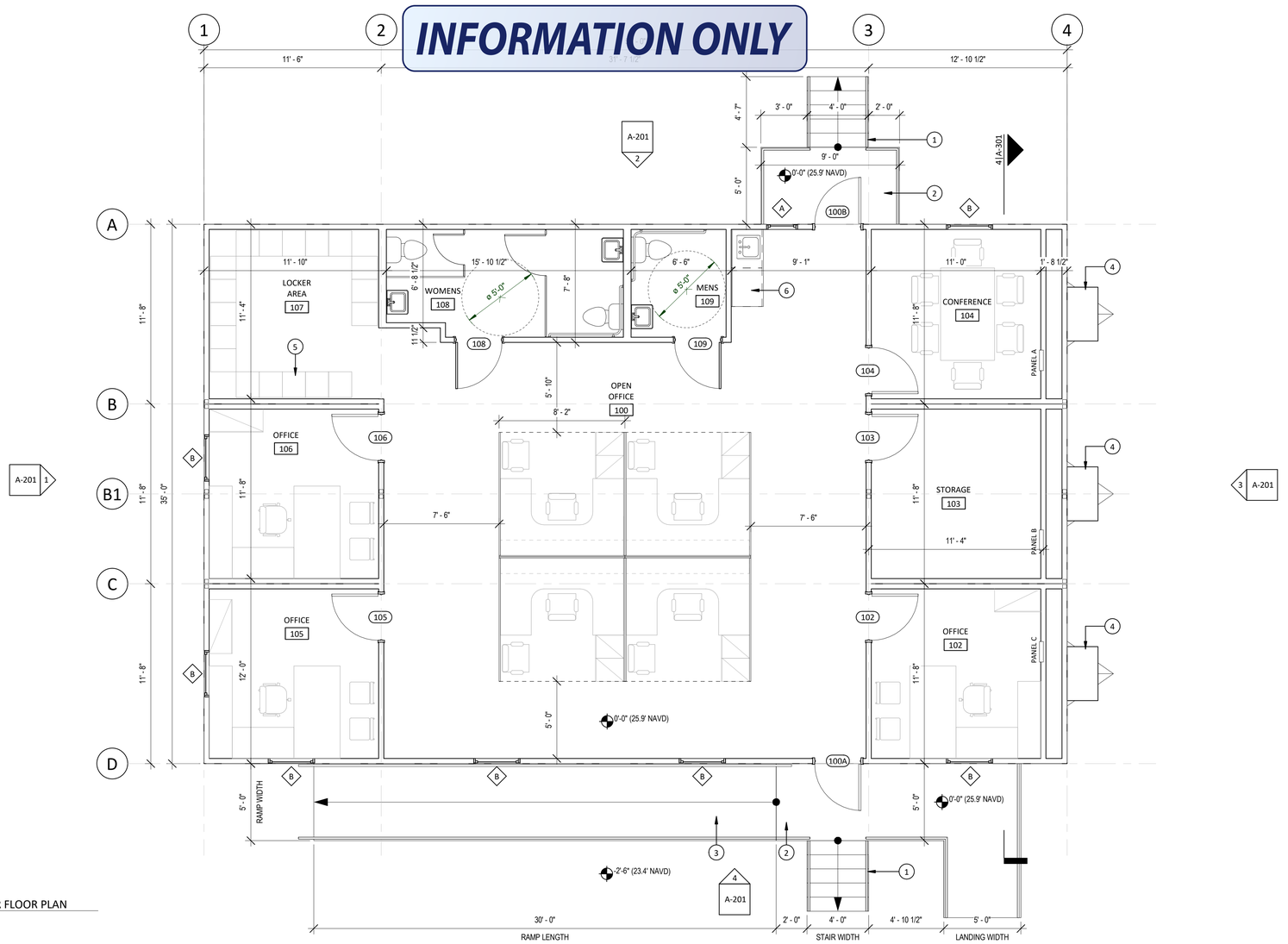


1 OFFICE TRAILER FLOOR PLAN
1/4" = 1'-0"

SHEET NOTES

1 NUMBERED NOTES SHOWN IN DRAWINGS ON THIS SHEET APPLY ONLY TO THE NUMBERED NOTES IN THE TABLE BELOW.

1	METAL STAIR AND RAILINGS BY OTHERS
2	METAL LANDING AND RAILINGS BY OTHERS
3	ADA RAMP AND RAILINSG BY OTHERS
4	ENERGY EFFICIENT HVAC SYSTEM
5	18"W X 20" D DOUBLE STACKED LOCKERS
6	BUILT-IN CABINETS WITH SINK

WINDOW SCHEDULE

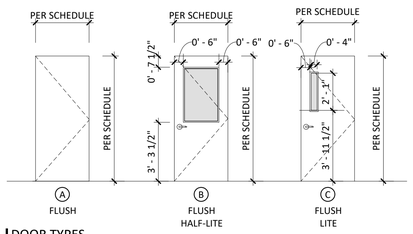
Level	Type Mark	Width	Height	Head Height	Comments	Count	Description
FIRST FLOOR	A	2' - 0"	4' - 6"	6' - 8"	MINI BLINDS (WHITE)	1	VS/VINYL/WHITE/CLEAR
FIRST FLOOR	B	3' - 0"	4' - 6"	6' - 8"	MINI BLINDS (WHITE)	7	VS/VINYL/WHITE/CLEAR

GENERAL WINDOW NOTES:

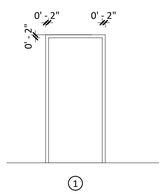
A. REFER TO MANUFACTURER FOR GLAZING INFO.

FINISH SCHEDULE

NUMBER	ROOM NAME	FINISH				CEILING HEIGHT	COMMENTS
		FLOOR	BASE	WALL	CEILING		
104	CONFERENCE	VINYL	VINYL	VINYL	T-GRID	8' - 0"	COORD. ALL ITEMS ITH MANUFACTURER
103	STORAGE	VINYL	VINYL	VINYL	T-GRID	8' - 0"	COORD. ALL ITEMS ITH MANUFACTURER
102	OFFICE	VINYL	VINYL	VINYL	T-GRID	8' - 0"	COORD. ALL ITEMS ITH MANUFACTURER
105	OFFICE	VINYL	VINYL	VINYL	T-GRID	8' - 0"	COORD. ALL ITEMS ITH MANUFACTURER
106	OFFICE	VINYL	VINYL	VINYL	T-GRID	8' - 0"	COORD. ALL ITEMS ITH MANUFACTURER
106	OFFICE	VINYL	VINYL	VINYL	T-GRID	8' - 0"	COORD. ALL ITEMS ITH MANUFACTURER
108	WOMENS	BLOCK TILE	BLOCK TILE	VINYL	T-GRID	8' - 0"	COORD. ALL ITEMS ITH MANUFACTURER
109	MENS	BLOCK TILE	BLOCK TILE	VINYL	T-GRID	8' - 0"	COORD. ALL ITEMS ITH MANUFACTURER
100	OPEN OFFICE	VINYL	VINYL	VINYL	T-GRID	8' - 0"	COORD. ALL ITEMS ITH MANUFACTURER
107	LOCKER AREA	VINYL	VINYL	VINYL	T-GRID	8' - 0"	COORD. ALL ITEMS ITH MANUFACTURER



DOOR TYPES
1/4" = 1'-0"



DOOR FRAME TYPE
1/4" = 1'-0"

DOOR SCHEDULE (OFFICE TRAILER)

DOOR NUMBER	TYPE	WIDTH	HEIGHT	FINISH	GLASS TYPE	HARDWARE	FRAME TYPE	REMARKS
100A	B	3' - 0"	6' - 8"	ST/ST 18GA	PER MANUFACTURE	1	STEEL 18GA	COORD. ALL ITEMS WITH MANUFACTURER
100B	B	3' - 0"	6' - 8"	ST/ST 18GA	PER MANUFACTURE	1	STEEL 18GA	COORD. ALL ITEMS WITH MANUFACTURER
102	C	3' - 0"	6' - 8"	S/C PRE FIN	PER MANUFACTURE	2	STEEL REDIFRAME	COORD. ALL ITEMS WITH MANUFACTURER
103	C	3' - 0"	6' - 8"	S/C PRE FIN	PER MANUFACTURE	2	STEEL REDIFRAME	COORD. ALL ITEMS WITH MANUFACTURER
104	C	3' - 0"	6' - 8"	S/C PRE FIN	PER MANUFACTURE	2	STEEL REDIFRAME	COORD. ALL ITEMS WITH MANUFACTURER
105	C	3' - 0"	6' - 8"	S/C PRE FIN	PER MANUFACTURE	2	STEEL REDIFRAME	COORD. ALL ITEMS WITH MANUFACTURER
106	C	3' - 0"	6' - 8"	S/C PRE FIN	PER MANUFACTURE	2	STEEL REDIFRAME	COORD. ALL ITEMS WITH MANUFACTURER
108	A	3' - 0"	6' - 8"	S/C PRE FIN	N/A	2	STEEL REDIFRAME	COORD. ALL ITEMS WITH MANUFACTURER
109	A	3' - 0"	6' - 8"	S/C PRE FIN	N/A	3	STEEL REDIFRAME	COORD. ALL ITEMS WITH MANUFACTURER

GENERAL DOOR NOTES:

A. ALL WOOD DOORS ARE 1-3/4" THICKNESS UNLESS NOTED OTHERWISE.
B. ALL STEEL FRAMES ARE 2" WIDE & 5-3/4" DEEP UNLESS NOTED OTHERWISE IN REMARKS. SEE TYPICAL FRAME ELEVATION BELOW.
C. REFER TO MANUFACTURER FOR GLAZING SPECIFICATION IN INTERIOR & EXTERIOR DOORS.

DOOR HARDWARE:

1. LOCKSET, CLOSER, ADA THRESHOLD, 16GA JAMB
2. PASSAGE LEVER
3. LOCKSET
4. LOCKSET, CLOSER, THRESHOLD

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STATE OF FLORIDA
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REGISTERED ARCHITECT

TODD M. SWEET
AR 0015832

PROJECT TITLE:
CITY OF BRADENTON
PUBLIC WORKS - TEMPORARY BUILDOUT
2145 9TH STREET EAST, BRADENTON FL 34205

ISSUED FOR:
BID / PERMIT SET
10/29/2025

REV	DESCRIPTION	DATE

GRAPHIC SCALE:
0" 1"

SCALE: As indicated
PROJECT MANAGER: RV
DRAWN BY: BB
A/E OF RECORD: TS
PROJECT NO: 24806
SHEET TITLE:

FLOOR PLANS & LEGENDS (OFFICE TRAILER)

SHEET No.:
A-121

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PERFORMANCE SPECIFICATION – RESTROOM COMBO TRAILER

1. GENERAL REQUIREMENTS

1.1 DESCRIPTION

PROVIDE A PREFABRICATED, MOBILE OFFICE TRAILER SUITABLE FOR USE AS A TEMPORARY OR SEMI-PERMANENT WORKSPACE. THE TRAILER SHALL BE WEATHERPROOF, SECURE, INSULATED, AND MEET ALL APPLICABLE BUILDING, FIRE, AND ACCESSIBILITY CODES FOR THE JURISDICTION IN WHICH IT IS INSTALLED.
LEASING TERM TO BE 60 MONTHS.

1.2 SIZE & LAYOUT

SIZE: APPROX. 23' X 10' (OR AS REQUIRED BY PROJECT)
INTERNAL LAYOUT: MINIMUM 4 RESTROOM/SHOWER STALL COMBO (1 ADA COMPLIANT)

1.3 STANDARDS & CODES

COMPLY WITH LOCAL AND STATE BUILDING CODES
NFPA 101 LIFE SAFETY CODE
ADA ACCESSIBILITY GUIDELINES (IF APPLICABLE)
NEC ELECTRICAL CODE

2. STRUCTURAL REQUIREMENTS

2.1 FRAMING & SKID

STEEL-FRAMED STRUCTURE WITH WELDED STEEL SKID BASE
DESIGNED FOR MOBILITY AND STRUCTURAL INTEGRITY DURING RELOCATION

2.2 FLOOR SYSTEM

3/4" TONGUE-AND-GROOVE PLYWOOD OR EQUIVALENT
ONE PIECE VINYL FLORING - DOVETAIL

2.3 WALLS

WOOD OR STEEL STUD FRAMING
INSULATED (R-11 OR BETTER)
FINISHED WITH SEAMLESS GEL-COATED FIBERGLASS

2.4 ROOF

GALVANIZED METAL OR MEMBRANE ROOF SYSTEM
PITCHED OR LOW-SLOPE DESIGN WITH GUTTER SYSTEM
INSULATION: R-19 OR BETTER

3. ENVIRONMENTAL & COMFORT REQUIREMENTS

3.1 HVAC

SELF-CONTAINED HVAC SYSTEM (ROOFTOP OR WALL-MOUNTED) SIZED APPROPRIATELY FOR SQUARE FOOTAGE
HEATING AND COOLING WITH PROGRAMMABLE THERMOSTAT
MINIMUM SEER RATING PER CODE
VENT FAN PACKAGE

3.2 INSULATION

ROOF: R-19 MINIMUM
WALLS: R-11 MINIMUM
FLOOR: R-11 MINIMUM

3.3 DOORS

COMMERCIAL-GRADE INSULATED ENTRY DOORS WITH SECURE LOCKS

4. ELECTRICAL & LIGHTING

4.1 ELECTRICAL SYSTEM

100 AMP SERVICE PANEL (OR AS REQUIRED)
INTERIOR OUTLETS SPACED PER CODE (MINIMUM EVERY 12 FEET OF WALL)
EXTERIOR WEATHERPROOF OUTLET NEAR ENTRY

4.2 LIGHTING

LED CEILING-MOUNTED FIXTURES THROUGHOUT
EXTERIOR LIGHTING AT ENTRY DOORS AND DOT SAFETY LIGHTS

5. PLUMBING

5.1 FIXTURES

1 FLUSH TOILET, 1 LAVATORY SINK AND 1 SHOWER PER COMPARTMENT
WATER HEATER (MINIMUM 6-GALLON, ELECTRIC)
TRAILER VENDOR TO PROVIDE TANK FOR PORTABLE WATER AND SANITATION. TANK SIZE TO BE 250-GALLON MINIMUM. *(ONCE A WEEK MAINTENANCE SERVICE TO BE INCLUDED AS PART OF THE LEASING AGREEMENT.)*

5.2 CONNECTIONS

NO EXTERIOR HOOKUP FOR WATER AND SEWER LINES. A TANK IS TO BE PROVIDED FOR WATER AND SANITARY. REFER TO CIVIL DRAWINGS.

6. SAFETY & ACCESSIBILITY

6.1 FIRE SAFETY

SMOKE DETECTORS PER CODE
FIRE EXTINGUISHER(S) AT DESIGNATED LOCATIONS
EXIT SIGNAGE AND EMERGENCY LIGHTING

7. EXTERIOR FEATURES

SKIRT AROUND BASE OF TRAILER TO CONCEAL WHEELS/HITCH (IF REQUIRED)
EXTERIOR FINISH: PAINTED METAL OR FIBERGLASS PANELS
WEATHER-RESISTANT EXTERIOR WITH DURABLE, LOW-MAINTENANCE MATERIALS

8. OPTIONAL FEATURES

(BASE BID)

DATA/NETWORK CABLING PATHWAYS OR PRE-WIRING
BUILT-IN FURNITURE OR CABINETRY
SECURITY SYSTEM PROVISIONS (E.G., ALARM, CAMERA MOUNTS)

(ADD-ALTERNATE)

ADDITIONAL RESTROOMS
BLUETOOTH AM/FM STEREO

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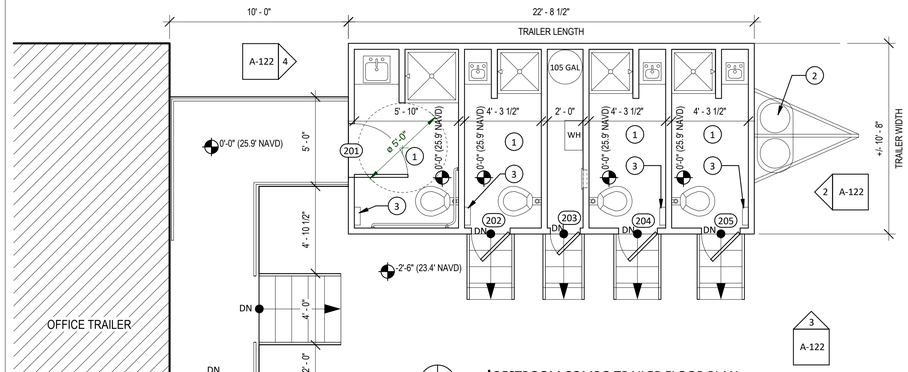
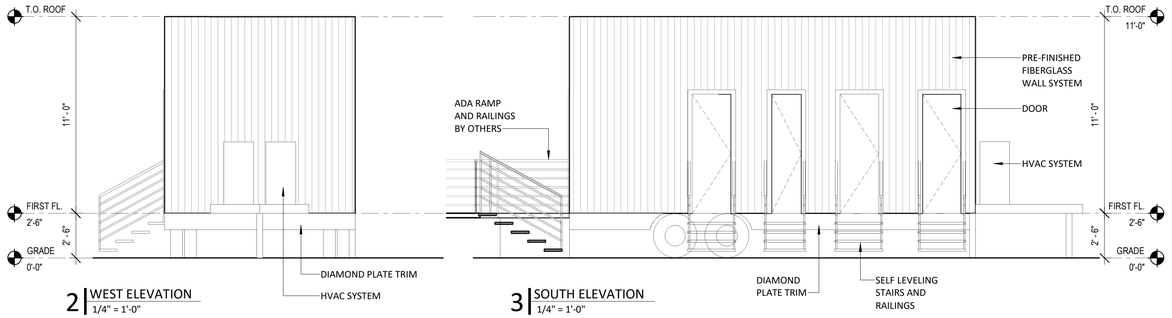
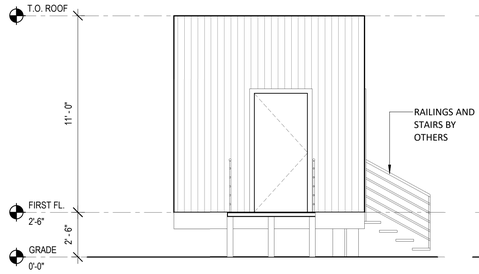


1 RESTROOM COMBO TRAILER FLOOR PLAN
1/4" = 1'-0"

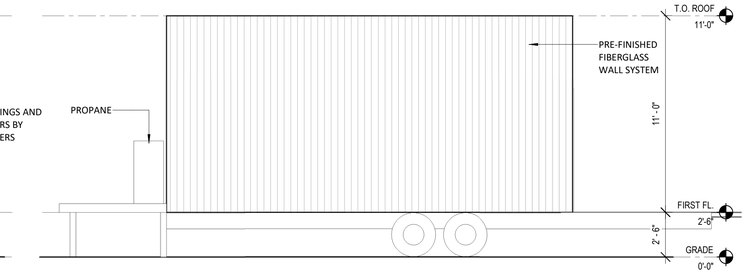


2 WEST ELEVATION
1/4" = 1'-0"

3 SOUTH ELEVATION
1/4" = 1'-0"



4 EAST ELEVATION
1/4" = 1'-0"



5 NORTH ELEVATION
1/4" = 1'-0"

SHEET NOTES

1 → NUMBERED NOTES SHOWN IN DRAWINGS ON THIS SHEET APPLY ONLY TO THE NUMBERED NOTES IN THE TABLE BELOW.

1	ALL PLUMBING FIXTURES AND TOILET ACCESSORIES SHALL BE FURNISHED AND INSTALLED BY THE TRAILER VENDOR.
2	ENERGY EFFICIENT HVAC SYSTEM
3	WALL HEATER

DOOR SCHEDULE (RESTROOMS TRAILER)

DOOR NUMBER	TYPE	WIDTH	HEIGHT	FINISH	GLASS TYPE	HARDWARE	FRAME TYPE	REMARKS
201	A	3' - 0"	6' - 8"	S/C PRE FIN	N/A	1	N/A	COORD. ALL ITEMS WITH MANUFACTURER
202	A	2' - 2"	6' - 8"	S/C PRE FIN	N/A	4	N/A	COORD. ALL ITEMS WITH MANUFACTURER
203	A	1' - 8"	6' - 8"	S/C PRE FIN	N/A	4	N/A	COORD. ALL ITEMS WITH MANUFACTURER
204	A	2' - 2"	6' - 8"	S/C PRE FIN	N/A	4	N/A	COORD. ALL ITEMS WITH MANUFACTURER
205	A	2' - 2"	6' - 8"	S/C PRE FIN	N/A	4	N/A	COORD. ALL ITEMS WITH MANUFACTURER

GENERAL DOOR NOTES:

A. ALL WOOD DOORS ARE 1-3/4" THICKNESS UNLESS NOTED OTHERWISE.
B. ALL STEEL FRAMES ARE 2" WIDE & 5-3/4" DEEP UNLESS NOTED OTHERWISE IN REMARKS. SEE TYPICAL FRAME ELEVATION BELOW.
C. REFER TO MANUFACTURER FOR GLAZING SPECIFICATION IN INTERIOR & EXTERIOR DOORS.

DOOR HARDWARE:

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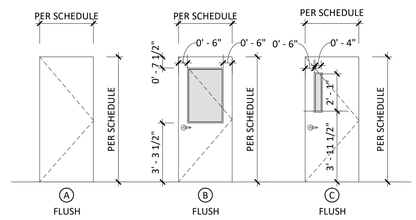
2. PASSAGE LEVER
3. LOCKSET
4. LOCKSET, CLOSER, THRESHOLD



DOOR TYPES
1/4" = 1'-0"

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PROJECT TITLE: CITY OF BRADENTON
PUBLIC WORKS - TEMPORARY BUILDOUT
2145 9TH STREET EAST, BRADENTON FL 34205

ISSUED FOR: BID / PERMIT SET
10/29/2025

REV	DESCRIPTION	DATE

GRAPHIC SCALE: 0" 1"

SCALE:	As indicated
PROJECT MANAGER:	RV
DRAWN BY:	BB
A/E OF RECORD:	TS
PROJECT NO:	24806
SHEET TITLE:	

FLOOR PLANS & LEGENDS (RESTROOM TRAILER)

SHEET No.:
A-122

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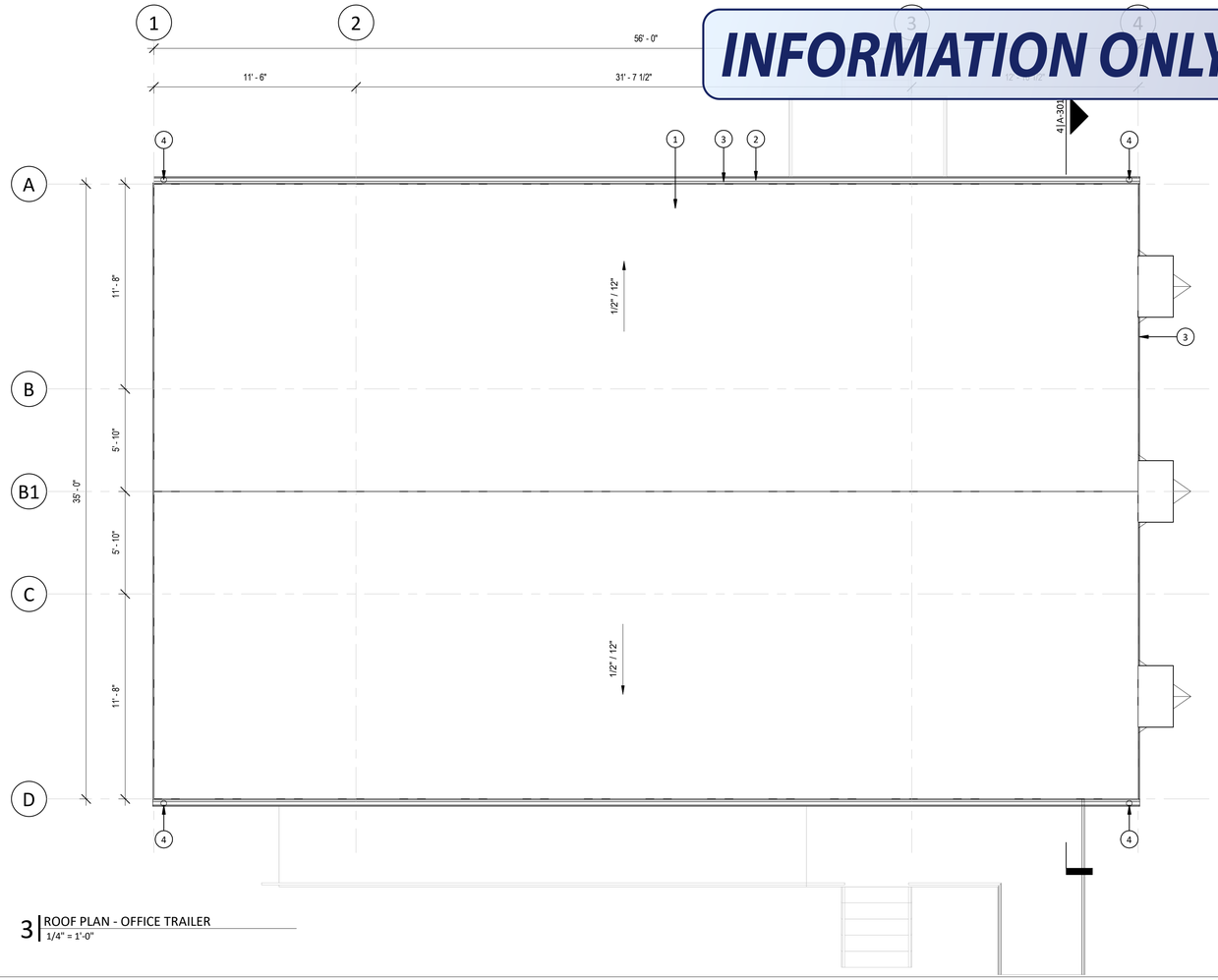


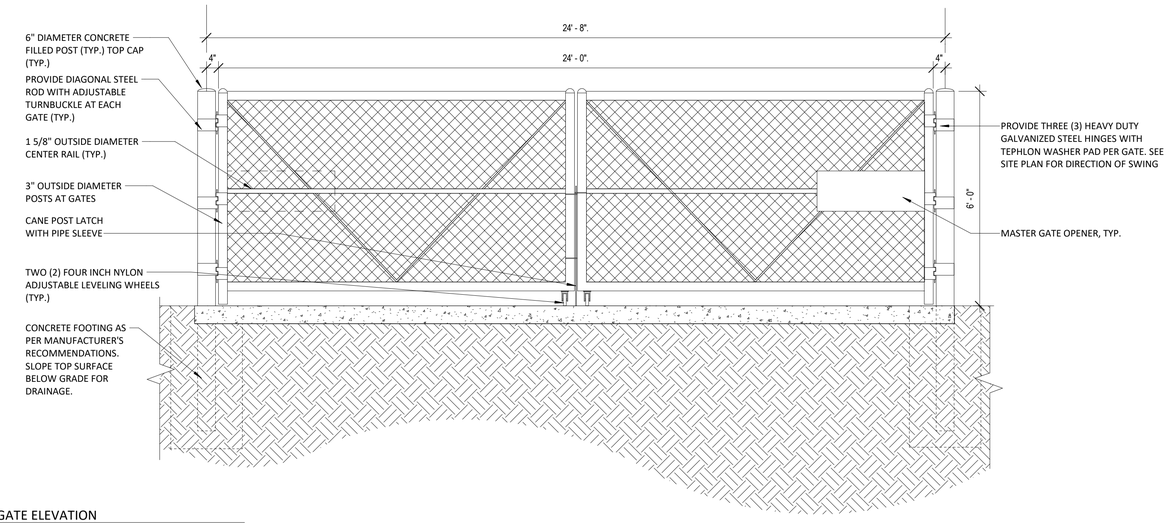
SHEET NOTES

1 NUMBERED NOTES SHOWN IN DRAWINGS ON THIS SHEET APPLY ONLY TO THE NUMBERED NOTES IN THE TABLE BELOW.

1	WHITE EPDM COOL ROOF
2	PRE-FINISHED STANDARD GUTTER
3	PRE-FINISHED 1 X 6 FASCIA
4	PRE-FINISHED 4" DIAMETER DOWNSPOUT

3 ROOF PLAN - OFFICE TRAILER
1/4" = 1'-0"

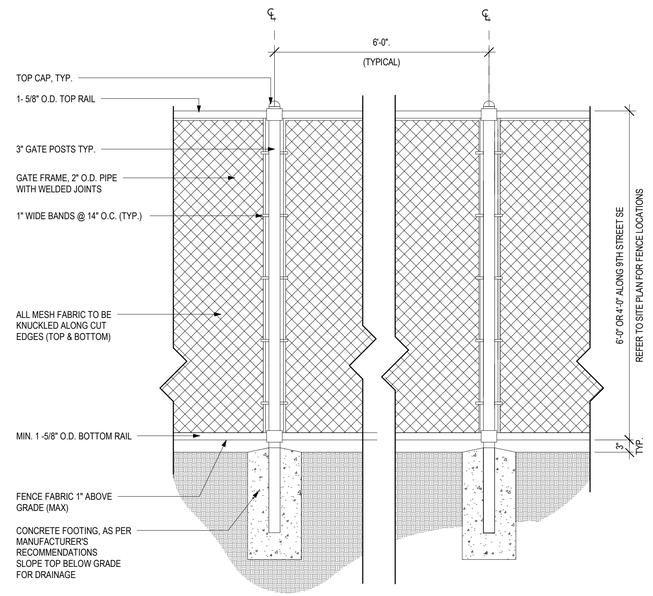
NOTE:
GATE TO STAY OPEN
DURING WORKING HOURS
FROM 4:00AM TILL 6:00PM



2 VEHICULAR GATE ELEVATION
1/2" = 1'-0"

SITE FENCING & VEHICULAR GATE NOTES:

1. ALL WIRE FABRIC MESH TO BE #9 GAUGE. ALL FENCE MATERIAL TO BE ALLIED SS40 OF EQUAL CONFORMING TO CLFMI SPECIFICATIONS.
2. ALL FENCING MATERIALS TO BE GALVANIZED UNLESS OTHERWISE NOTED.
3. VEHICULAR GATE TO BE COORDINATED WITH SITE CURBING.
4. SUBMIT SHOP DRAWINGS FOR SITE FENCING AND VEHICULAR GATE FOR ARCHITECT'S APPROVAL.
6. ALL CHAIN LINK FENCE TO BE BLACK VINYL COATED.
7. VEHICULAR GATE - ELECTRICAL REQUIREMENTS:
   A. PROVIDE AND INSTALL DEDICATED CONDUIT AND WIRING FOR GATE ACCESS AND CONTROLS.
   B. PROVIDE SEPARATE ENCLOSURES FOR POWER AND DATA.
   C. GC TO VERIFY AND COORDINATE CONTROL ROUTING AND TERMINATION WITH OWNER.
   D. PROVIDE A DISCONNECT AND ALL POWER REQUIREMENTS FOR THE GATE OPERATION. (CIRCUIT M-28(F-30) TO A 20AMP-1P NEMA 3R DISCONNECT ON THE INSIDE OF THE GATED AREA.
   E. PROVIDE ALL COMPONENTS FOR A FULLY OPERATIONAL GATE, INCLUDING ENTRY SENSORS ON BOTH SIDES.



1 SITE DETAIL - FENCE GATE (TYPICAL)
3/4" = 1'-0"

1819 MAIN STREET, SUITE 400
SARASOTA, FL 34236
2220 CENTRAL AVE. SUITE D.
ST. PETERSBURG, FL 33712
SWEETSPARKMAN.COM
T 941.952.0084
FL AR0015832

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

STATE OF FLORIDA
TODD M. SWEET
AR0015832
REGISTERED ARCHITECT
TODD M. SWEET
AR 0015832

PROJECT TITLE:
CITY OF BRADENTON
PUBLIC WORKS - TEMPORARY BUILDOUT
2145 9TH STREET EAST, BRADENTON FL 34205

ISSUED FOR:
BID / PERMIT SET
10/29/2025

REV	DESCRIPTION	DATE

GRAPHIC SCALE: 0" 1"

SCALE:	As indicated
PROJECT MANAGER:	RV
DRAWN BY:	KT / BB
A/E OF RECORD:	TS
PROJECT NO:	24806
SHEET TITLE:	

ROOF PLANS (OFFICE TRAILER) + SITE DETAILS

SHEET No.:
A-141

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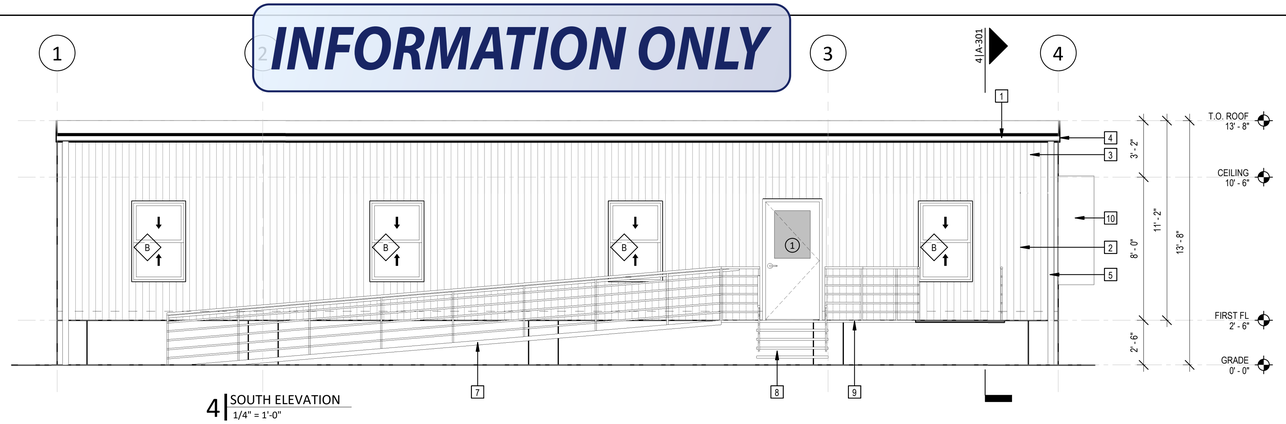
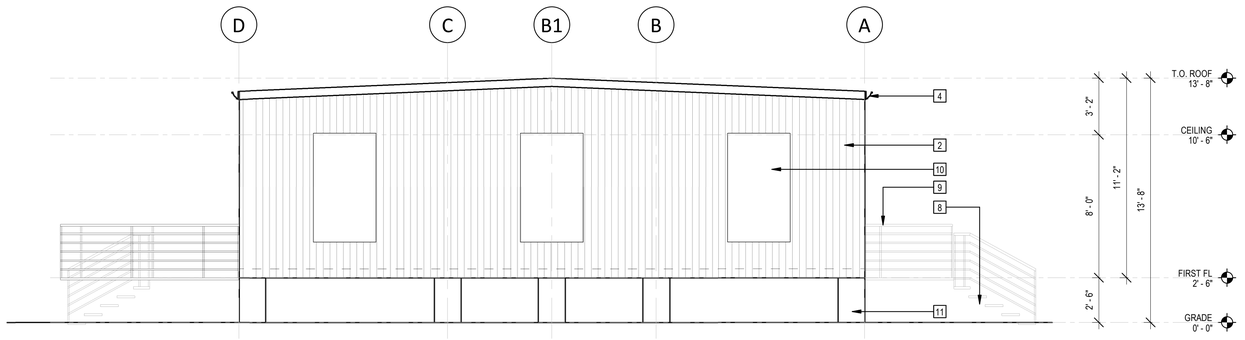
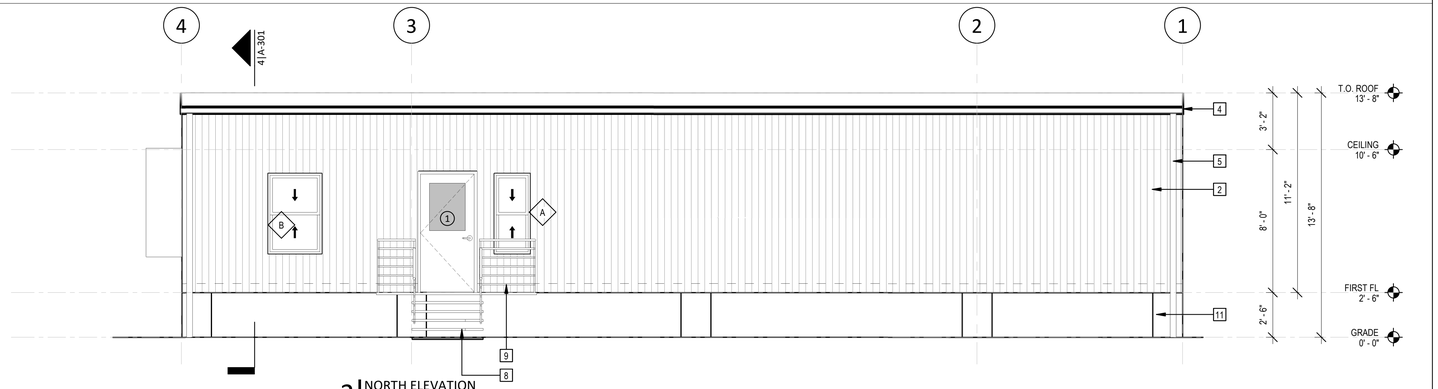


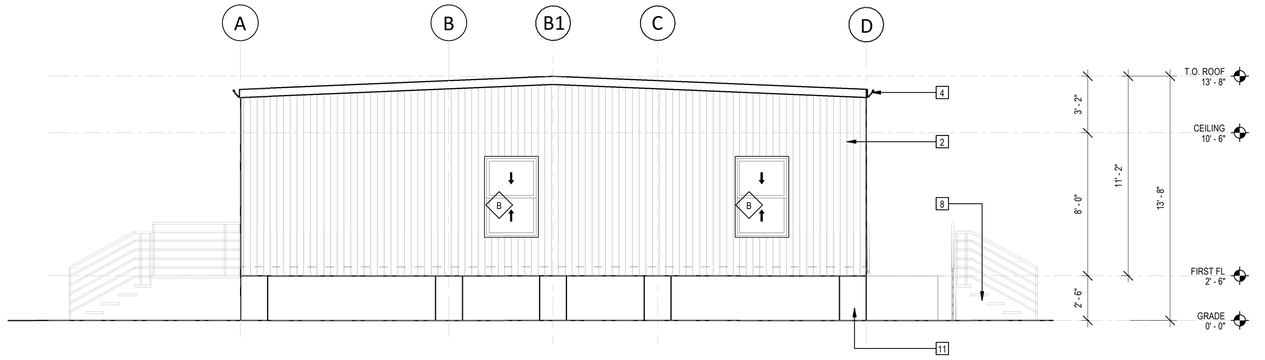
4 SOUTH ELEVATION
1/4" = 1'-0"



3 EAST ELEVATION
1/4" = 1'-0"



2 NORTH ELEVATION
1/4" = 1'-0"



1 WEST ELEVATION
1/4" = 1'-0"

SHEET NOTES

(1) NUMBERED NOTES SHOWN IN DRAWINGS ON THIS SHEET APPLY ONLY TO THE NUMBERED NOTES IN THE TABLE BELOW.

1	WHITE EPDM COOL ROOF
2	HARDIE PANEL EXTERIOR SIDING
3	PRE-FINISHED 1 X 6 FASCIA
4	PRE-FINISHED STANDARD GUTTER
5	PRE-FINISHED 4" DIAMETER DOWNSPOUT
7	ADA RAMP AND RAILINGS BY OTHERS
8	METAL STAIR AND RAILINGS BY OTHERS
9	METAL LANDING AND RAILINGS BY OTHERS
10	ENERGY EFFICIENT HVAC SYSTEM, TYPICAL
11	FOUNDATION ON GRADE PIER, BY OTHERS (TYP.)

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CITY OF BRADENTON
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2145 9TH STREET EAST, BRADENTON FL 34205

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REV	DESCRIPTION	DATE

GRAPHIC SCALE:
0" 1"

SCALE: As indicated
PROJECT MANAGER: RV
DRAWN BY: BB / KT
A/E OF RECORD: TS
PROJECT NO: 24806
SHEET TITLE:

EXTERIOR ELEVATIONS - OFFICE TRAILER

SHEET No.:
A-201

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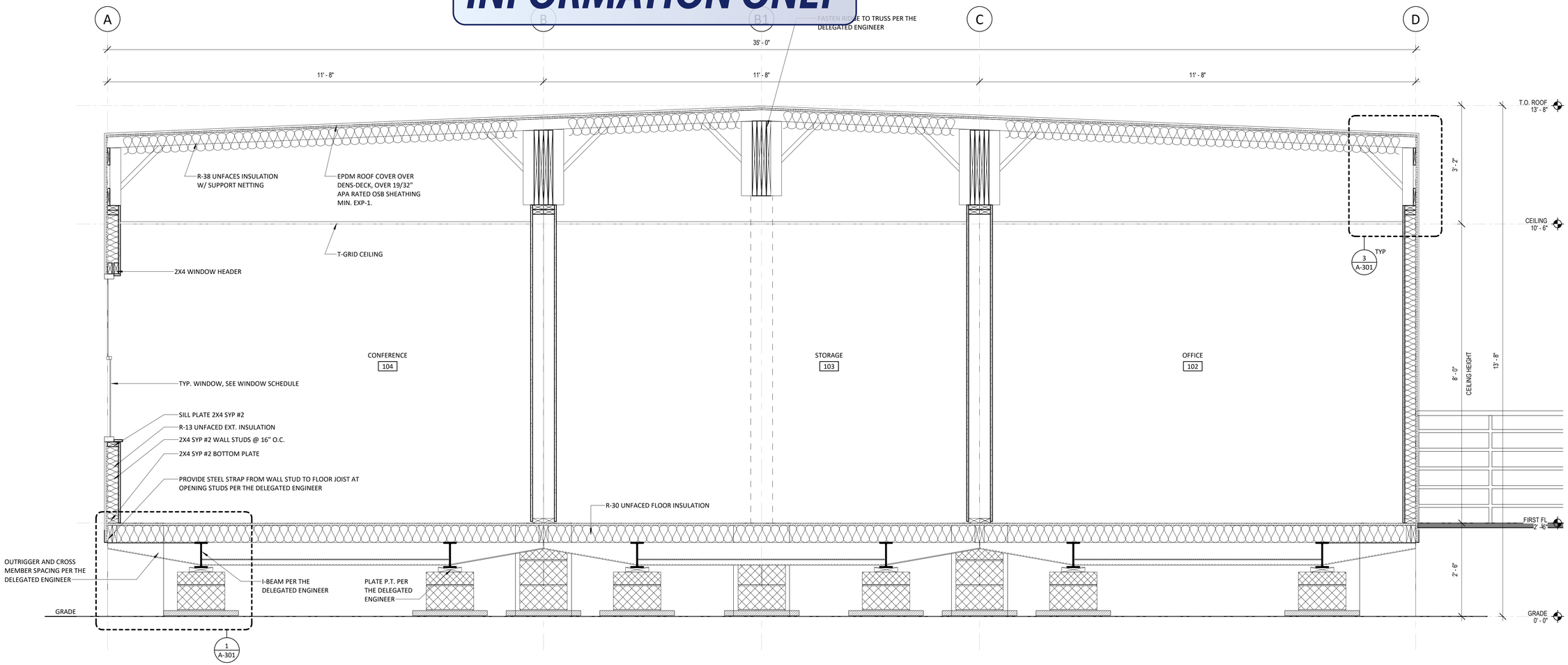
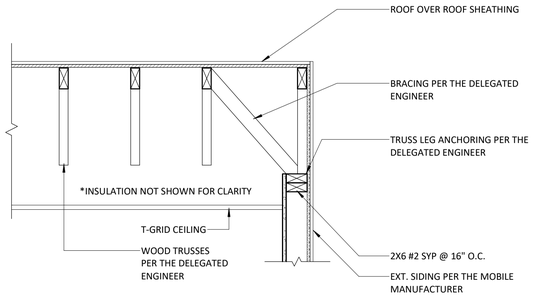
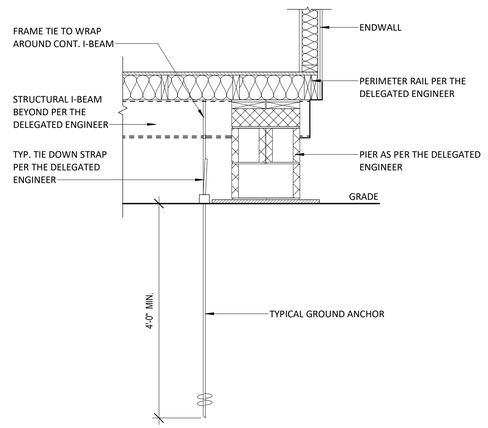


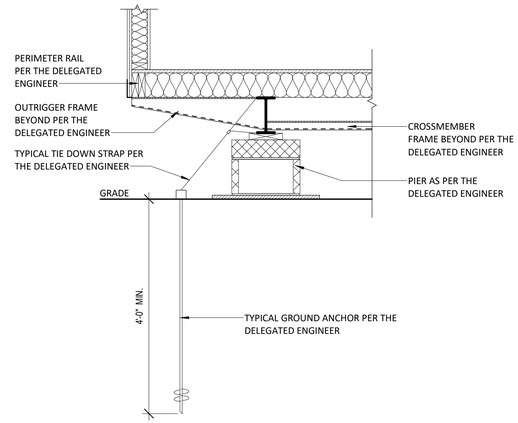
4 | OFFICE TRAILER - BUILDING SECTION
3/4" = 1'-0"



3 | WALL CONNECTION DETAIL
1" = 1'-0"



2 | SECTION TIE DOWN DETAIL @ END WALL
3/4" = 1'-0"



1 | SECTION TIE DOWN DETAIL @ SIDE WALL
3/4" = 1'-0"

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STATE OF FLORIDA
TODD M. SWEET
AR0015832
REGISTERED ARCHITECT

TODD M. SWEET
AR 0015832

PROJECT TITLE:
CITY OF BRADENTON
PUBLIC WORKS - TEMPORARY BUILDOUT
2145 9TH STREET EAST, BRADENTON FL 34205

ISSUED FOR:
BID / PERMIT SET
10/29/2025

REV	DESCRIPTION	DATE

GRAPHIC SCALE:
0" 1"

SCALE:	As indicated
PROJECT MANAGER:	RV
DRAWN BY:	BB / KT
A/E OF RECORD:	TS
PROJECT NO:	24806

SHEET TITLE:
BUILDING SECTION & DETAILS (OFFICE TRAILER)

SHEET No.:
A-301

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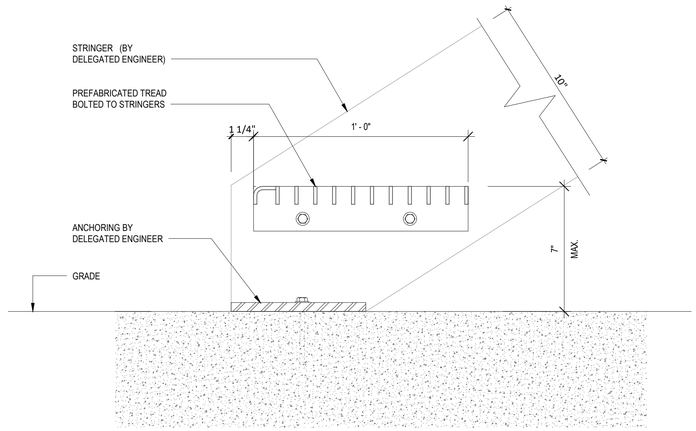
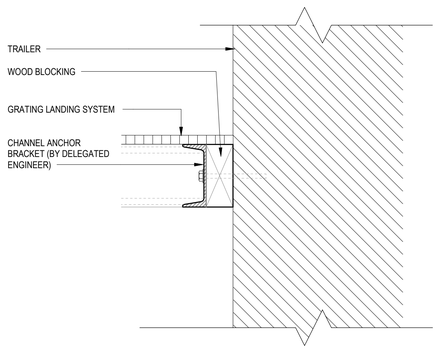
INFORMATION ONLY

STAIR NOTES

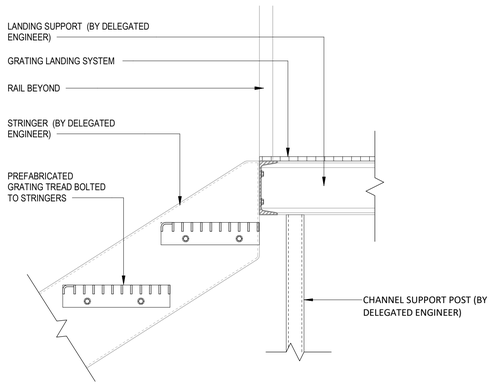
1. BASIS OF DESIGN FOR ALL STAIR TREADS AND LANDING:
   A. MANUFACTURER: MCNICHOLS
   B. PRODUCT LINE: BAR GRATING
   C. SERIES NAME: BAR-GW-125
   D. PRODUCT #: 640431T413
   E. PHONE: 800.237.3820
   F. WEBSITE: WWW.MCNICHOLS.COM
2. GC TO PROVIDE SHOP DRAWINGS FOR ARCHITECT'S APPROVAL BEFORE FABRICATION.
3. ALL STAIR / RAMP / LANDING MATERIALS TO BE GALVANIZED STEEL.



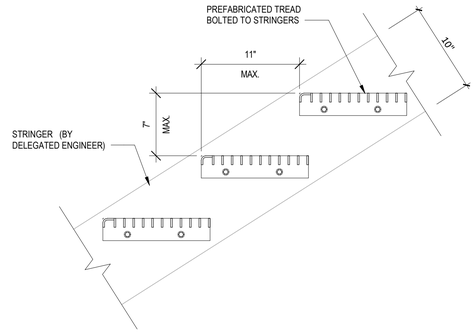
4 | TYP - ANCHOR AT GRADE DTL
3" = 1'-0"



3 | TYP - CONNECTION DTL AT TRAILER
3" = 1'-0"



2 | TYP - STAIR CONECTION TO LANDING DTL
1 1/2" = 1'-0"



1 | TREAD/RISER TYPICAL DTL
1 1/2" = 1'-0"

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ARCHITECTURE & INTERIORS

STATE OF FLORIDA
TODD M. SWEET
AR0015832
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TODD M. SWEET
AR 0015832

PROJECT TITLE:
CITY OF BRADENTON
PUBLIC WORKS - TEMPORARY BUILDOUT
2145 9TH STREET EAST, BRADENTON FL 34205

ISSUED FOR:
BID / PERMIT SET
10/29/2025

REV	DESCRIPTION	DATE

GRAPHIC SCALE:
0" 1"

SCALE:	As indicated
PROJECT MANAGER:	RV
DRAWN BY:	BB / KT
A/E OF RECORD:	TS
PROJECT NO:	24806
SHEET TITLE:	

EXTERIOR METAL STAIR DETAILS

SHEET No.:
A-302

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INFORMATION ONLY

1. PROJECT DIRECTORY

PROJECT: City of Bradenton Public Works Master Plan
1706 9th Street East, Bradenton FL 34208

ARCHITECT: Sweet | Sparkman Architecture & Interiors
1819 Main Street, Suite 400
Sarasota, FL 34236
T: 941-952-0084

II. INSTRUCTIONS TO BIDDERS

A. The American Institute of Architects, AIA Document A701 Instructions to Bidders, 2018 Edition, is the Instructions to Bidders between the Owner and Bidder and forms part of the Contract Documents.
B. AIA Document A701 is adopted in this document by reference to the same extent as if bound herein.
C. SUMMARY OF WORK: This contract provides for the construction of a new residence, including site work, landscaping, structural, mechanical, electrical, and plumbing work completed and ready for use in strict accordance with Contract Documents entitled Project name, Address, City, Florida. This shall include utility connections (as required) including but not limited to water, sewer, mechanical, and electric.
D. The following supplements modify the Instructions to Bidders, AIA Document A701, 2018 Edition. Where a portion of the Instructions to Bidders is modified or deleted by these supplements, the unaltered portions of the Instructions to Bidders shall remain in effect. The terms used in these supplements which are defined in the Instructions to Bidders, AIA Document A701, 2018 Edition, have the meanings assigned to them in the Instructions to Bidders.

ARTICLE 2, BIDDERS REPRESENTATIONS, SUBPARAGRAPH 2.1.3, shall be amended to include the following: Bidder shall acquaint themselves with governing laws, codes, ordinances, regulations and subdivision covenants.

ARTICLE 2, BIDDERS REPRESENTATIONS, SUBPARAGRAPH 2.1.4, shall be amended to include the following: All materials, installation and systems shall be provided with necessary current and new parts, components, and connections to be complete and functional at time of contract closeout whether expressly stated in documents or not. Failure to become familiar with Contract Documents and existing site conditions will not relieve successful Bidder from necessity of furnishing materials or performing work to complete the Work in accordance with Contract Documents without additional cost to Owner.

ARTICLE 2, BIDDERS REPRESENTATIONS, shall be amended to add the following subparagraph 2.1.5: The Bidder and all workmen, including temporary contracted laborers, employees and subcontractors are skilled and experienced in the type of construction represented by the construction contract documents bid upon.

ARTICLE 2, BIDDERS REPRESENTATIONS, shall be amended to add the following subparagraph 2.1.6: Bidder shall verify locations of ALL overhead and underground utilities including, but not limited to, telephone, internet, gas, electrical, CATV, sewer, water, underground drainage systems, et cetera. It shall be the Contractor's responsibility to procure and provide adequate location firms to locate and stake all utilities and include the cost of all required work on and fees for said utilities in his Base Bid. If Bidder provides an allowance amount, Bidder shall provide clear documentation of how allowance amount was determined.

ARTICLE 3, BIDDING DOCUMENTS, SUBPARAGRAPH 3.1.3, shall be amended to include the following: Trade Contractors and Subcontractors shall be required to examine and review a full set of Bidding Documents to ensure that any items that are necessary or are a part of his work that are included in a separate section of the construction documents are also included in his Bid.

ARTICLE 3, BIDDING DOCUMENTS, PARAGRAPH 3.3 SUBSTITUTIONS, shall be amended to add the following subparagraph 3.3.5: Re-engineering of systems or assemblies including fees for re-engineering, if required, shall be identified and included in substitution. Revisions to drawings, coordination time required by Architect/Engineer to review proposed substitution will be billed to bidder/contractor at Architect's/Engineer's current hourly rates.

ARTICLE 5, CONSIDERATION OF BIDS, PARAGRAPH 5.3, ACCEPTANCE OF BID (AWARD), SUBPARAGRAPH 5.3.1, shall be modified to read: It is the intent of the Owner to award a Contract to the most qualified Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept a Bid and/or reject a Bid, which, in the Owner's judgment, is in the Owner's own best interest.

1. SPECIAL CONDITIONS (Not Used)

1. GENERAL CONDITIONS

A. The American Institute of Architects, AIA Document A201 General Conditions of the Contract for Construction, 2017 Edition, is the General Conditions between the Owner and Contractor and forms part of the Contract Documents.
B. AIA Document A201 is adopted in this document by reference to the same extent as if bound herein.
C. Refer to Supplementary Conditions for amendments to these General Conditions.
D. Contractor / Owner contract shall be an AIA A103 Contract.

1. SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2017 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. The terms used in these Supplementary Conditions, which are defined in the General Conditions of the Contract for Construction, AIA A201 - 2017 Edition have the meanings assigned to them in the General Conditions.

ARTICLE 1, GENERAL PROVISIONS, SUBPARAGRAPH 1.1.1, THE CONTRACT DOCUMENTS, shall be modified to include the following: The Contract Documents shall include the signed Bid Form as submitted.

ARTICLE 1, GENERAL PROVISIONS, SUBPARAGRAPH 1.2.1, CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS, shall be amended to add the following: Architect shall be notified in writing prior to receipt of bids of conflicts, occurring in or between Drawings and Project Manual. In a case of inconsistency between Drawings and Project Manual, the Architect will make a written interpretation. Failure to give notice and to have received clarification shall not relieve Contractor from responsibility of accomplishing work in accordance with directions of, and interpretations by, Architect subsequent to receipt of bids at no additional cost to Owner.

ARTICLE 1, GENERAL PROVISIONS, SUBPARAGRAPH 1.2.4: Drawings and general [illegible] and Sections of Division 01 - General [illegible] Manual as well as the Bidding and Contract Documents.

ARTICLE 3, CONTRACTOR, PARAGRAPH 3.1, GENERAL, shall be amended to add the following subparagraph 3.1.4: Contractor and all subcontractors shall be currently licensed to perform their work within the jurisdiction of the Project.

ARTICLE 3, CONTRACTOR, PARAGRAPH 3.3, SUPERVISION AND CONSTRUCTION PROCEDURES, shall be amended to add the following subparagraph 3.3.4: The Contractor shall, immediately upon entering project site for purpose of beginning work, locate bench marks and general reference points and lay out his own work and be responsible for lines, elevations, zoning setbacks, and measurements of building and work executed by him under the Contract. He shall exercise proper precaution to verify figures shown on Drawings before laying out his work and will be responsible for any error resulting from his failure to exercise such precaution. No physical work shall be performed on site until Contractor has filed NOTICE OF COMMENCEMENT with Clerk of the Circuit Court and a recorded copy of NOTICE OF COMMENCEMENT has been prominently posted at the site and a copy delivered to the Owner and Architect. Unless otherwise agreed to between Owner and Contractor, contractor shall provide full-time, on site supervisory personnel to administer the project from inception to completion.

ARTICLE 3, CONTRACTOR, SUBPARAGRAPH 3.7.1, PERMITS, FEES, AND NOTICES, shall be amended to read: Contractor will secure and pay for plan review and the building, site, work, landscape work, mechanical, electrical, and plumbing permits. The Owner shall pay for the health and environmental impact fees due to water and sewer connections, and also zoning regulation fees and permits. The Contractor shall also secure and pay for all other permits and governmental fees, licenses, and inspections necessary for proper execution of and completion of the Contract, which are legally required when bids are received, or negotiations concluded.

ARTICLE 3, CONTRACTOR, PARAGRAPH 3.10, CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES; shall be amended to add the following sub-paragraph 3.10.4: Contractor's Construction Schedule shall be coordinated and approved with Owner to avoid excessive and untimely interruptions and inconveniences to Owner's operations and provide an efficient and orderly construction schedule.

ARTICLE 3, CONTRACTOR, PARAGRAPH 3.13, USE OF SITE; shall be amended to add the following subparagraph 3.13.2: Areas of site, which may be used by Contractor, are limited and shall be approved by Owner before starting work. Contractor shall maintain construction area and clean site and construction area upon completion of each day's work.

ARTICLE 3, CONTRACTOR, PARAGRAPH 3.15, CLEANING UP, shall be amended to add the following subparagraph 3.15.3: Contractor shall replace broken and scratched glass; remove stains, marks, and dirt from decorated work; clean hardware and glass; remove paint spots and smears from all surfaces; clean fixtures; and wash or clean all floors in construction areas. Remove debris from CMU and wall cavities prior to concealing cavities.

ARTICLE 9, PAYMENTS AND COMPLETION, SUBPARAGRAPH 9.3.1, APPLICATIONS FOR PAYMENT, shall be amended to add the following: Application for Payment shall be submitted in electronic files in PDF format on AIA Form G-702 (1992) accompanied by Form G-703 (1992) Continuation Sheet. Form G-703 shall be prepared in same form and sequence of items as appear on Schedule of Values. Contractor shall include AIA forms G706-1994, Contractor's Affidavit of Payment of Debts and Claims, and G706A-1994, Contractor's Affidavit of Release of Liens, for Contractor covered by the current pay period and for each Subcontractor that has filed Notice to Owner covered by the previous pay period. Requests for payment shall be submitted no more than once monthly. Release of liens shall be job/payment specific. If not job/payment specific, application will be withheld or adjusted accordingly.

ARTICLE 9, PAYMENTS AND COMPLETION, SUBPARAGRAPH 9.3.2, APPLICATIONS FOR PAYMENT, shall be amended to add the following: If stored materials are included in Application and Certificate for Payment, they shall be listed separately and attached to payment request, indicating item, quantity, costs, and location if different from construction site. Materials shall not be stored off construction site unless specifically approved by Owner in writing. Contractor shall provide satisfactory evidence that materials stored away from construction site are adequately insured and that Owner has clear title to such materials and equipment after payment is made to Contractor.

ARTICLE 11, INSURANCE AND BONDS, shall be amended to include insurance as mutually agreed upon between Owner and Contractor. Contractor shall provide insurance coverage with bid to Owner, but is subject to Owner acceptance or shall be altered to become mutually agreed upon. Prior to commencement of work, Contractor shall submit to Owner Certificate of Insurance indicating coverage types and amounts.

Property Insurance/Builders Risk Insurance: Will be Purchased by Owner.

ARTICLE 11, INSURANCE AND BONDS, SUBPARAGRAPH 11.1.1; shall be amended to add the following: Contractor's liability policy shall name Owner and Architect as additional insured. Prior to commencement of work, Contractor shall submit to Owner and Architect copy of liability policy, with additional names listed.

ARTICLE 11, INSURANCE AND BONDS, PARAGRAPH 11.2, PROPERTY INSURANCE, shall be amended to include the following clause 11.2.1: The form of policy for this coverage shall be completed value.

A. GENERAL:
1. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Definitions area as follows.
a. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
b. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.
2. Substitution Requests: Show compliance with requirements for substitutions to meet or exceed project requirements in accordance with Architect's documentation requirements.
3. Substitution requests received in format other than Architect's approved format will be returned without review.
4. Substitutions:
a. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
b. Substitutions for Convenience: Not allowed unless otherwise indicated.
5. Substitution Review Time: Multiple substitution requests received at same or similar time may require extended review time.
6. Substitution Costs: Provide complete breakdown, and backup documentation for proposed substitutions.
7. Costs, if any, for Architect review, engineering, or Drawing changes for substitutions will be invoiced to Owner as Additional Services at Architect's current hourly rates.

01 29 00 – PAYMENT PROCEDURES

A. GENERAL:
1. Applications for Payment: Refer also to Supplementary Conditions.
2. Schedule of Values:
a. Submit the detailed schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Application for Payment. Confirm amount of detail in Schedule is acceptable to Architect and Owner.
b. Revise and update Schedule of Values when approval of Change Orders result in a change in the Contract Sum.
3. Include the following with each Applications for Payment:
a. Waivers of Mechanic's Lien.
b. Updated construction schedule.
c. Updated RFI Log.
d. Rain days being claimed during current application period. Rain days claimed for previous application periods may not be accepted by Owner or Architect.
e. Status of Submittals. Include list of upcoming submittals during next application for payment period.
f. Status of Mockups. Include list of upcoming mockups during next application for payment period.
4. Applications for Payment received without required information will be considered incomplete.
5. Allowances:
a. Provide proposed allowance amounts for the following based on information on Drawings. Provide with Bid information supporting proposed allowance for costs, grade of materials, and available finishes (installation shall be in Base Bid unless noted otherwise). Clearly identify what is included in the allowance versus what is included in Base Bid.
b. Obtain three proposals for each allowance and submit to Owner with recommendations. Purchase products and systems selected by Owner.
c. Advise Architect/Owner of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
d. Submit invoices to show cost of products furnished under each allowance. Reconciliation of Allowance amounts with actual costs will be by Change Order.
e. Refer also to Supplementary Conditions.
a. Contract modification procedures:
1. On Owner's approval of a proposal from Contractor, Architect will issue a Change Order for all changes to Contract Sum or Contract Time.
2. When Owner and Contractor disagree on the terms of a proposal, Architect may issue a Construction Change Directive instructing Contractor to proceed with the change. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to Contract Sum or Contract Time.
4. Alternates:
a. An alternate is an amount proposed by Bidder for certain work that may be added to or deducted from the Base Bid amount if Owner accepts the alternate. The cost or credit for each alternate is the net addition to or deduction from Contract Sum to incorporate the alternate into the Work. No other adjustments are made to Contract Sum.
b. If Alternates are indicated, include on the Bid Form amounts to be deducted from or added to the Contract Sum for Owner to consider.

01 31 00 – PROJECT MANAGEMENT AND COORDINATION

A. GENERAL:
1. Project Management and Coordination:
A. Verify layout information shown on Drawings, in relation to property survey and existing benchmarks, before laying out the Work.
B. Coordinate construction to ensure efficient and orderly execution of each part of the work.
C. Contractor is not released from liability or responsibility for failure to meet requirements of the Contract Documents, whether following Project Manual specifications or not. Contractor shall meet intent of Contract Documents as determined by Architect, applicable Codes, and regulatory requirements.
D. Lack of enforcement of specifications by Architect does not release Contractor from liability/responsibility to meet the specification requirements.
E. Contractor shall coordinate required products, materials preparation, and installation requirements with manufacturers and manufacturer's representatives.
2. Construction Schedule:
a. Prepare a Gantt chart construction schedule. Use same breakdown of work indicated in the Schedule of Values. As work progresses, provide updated schedule to indicate actual completion.
b. Submit to Owner and Architect within 14 days after date established for commencement of the work.
c. Submit date established as Notice of Commencement, which Contract Time is based on.
d. Provide updated construction schedule with each application for payment. Application for Payment will be considered incomplete without updated construction schedule, or confirmation that there are no changes to previously submitted schedule.
e. Notify Owner and Architect of delayed material delivery and supply chain delays which will affect Contract Time upon discovery of delay.
3. Request for Information (RFI):
a. Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall:
1. Recommended: Have an initial phone conversation with Architect to discuss RFI topic.
2. Prepare and submit an RFI in the form specified, or acceptable to Architect.
a. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.

4. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs or video recordings.
5. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
6. Protect openings and interior of building envelope from damage and water intrusion.

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ARCHITECTURE & INTERIORS

STATE OF FLORIDA
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REGISTERED ARCHITECT
TODD M. SWEET
AR 0015832

PROJECT TITLE:
CITY OF BRADENTON
PUBLIC WORKS - TEMPORARY BUILDOUT
2145 9TH STREET EAST, BRADENTON FL 34205

ISSUED FOR:
BID / PERMIT SET
10/29/2025

REV	DESCRIPTION	DATE

GRAPHIC SCALE:
0" 1"

SCALE:	1/8" = 1'-0"
PROJECT MANAGER:	KT
DRAWN BY:	KT / BB
A/E OF RECORD:	TS
PROJECT NO:	24806
SHEET TITLE:	

PROJECT MANUAL

SHEET No.:
A-801

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INFORMATION ONLY

PERFORMANCE SPECIFICATION – OFFICE TRAILER

1. GENERAL REQUIREMENTS

1.1 DESCRIPTION

PROVIDE A PREFABRICATED, MOBILE OFFICE TRAILER SUITABLE FOR USE AS A TEMPORARY OR SEMI-PERMANENT WORKSPACE. THE TRAILER SHALL BE WEATHERPROOF, SECURE, INSULATED, AND MEET ALL APPLICABLE BUILDING, FIRE, AND ACCESSIBILITY CODES FOR THE JURISDICTION IN WHICH IT IS INSTALLED. LEASING TERM TO BE 60 MONTHS.

1.2 SIZE & LAYOUT

SIZE: APPROX. 35'X56' (OR AS REQUIRED BY PROJECT)

INTERNAL LAYOUT: MINIMUM 2 RESTROOMS/SHOWERS, 6 WORKSTATIONS, 1 SM CONFERENCE, 1 STORAGE ROOM, 18 LOCKERS, MUSTER AREA

1.3 STANDARDS & CODES

COMPLY WITH LOCAL AND STATE BUILDING CODES

NFPA 101 LIFE SAFETY CODE

ADA ACCESSIBILITY GUIDELINES (IF APPLICABLE)

NEC ELECTRICAL CODE

2. STRUCTURAL REQUIREMENTS

2.1 FRAMING & SKID

STEEL-FRAMED STRUCTURE WITH WELDED STEEL SKID BASE

DESIGNED FOR MOBILITY AND STRUCTURAL INTEGRITY DURING RELOCATION

2.2 FLOOR SYSTEM

3/4" TONGUE-AND-GROOVE PLYWOOD OR EQUIVALENT

RESILIENT FLOORING (VINYL OR COMMERCIAL CARPET)

2.3 WALLS

WOOD OR STEEL STUD FRAMING

INSULATED (R-11 OR BETTER)

FINISHED WITH VINYL-COVERED GYPSUM OR SIMILAR INTERIOR PANELING

2.4 ROOF

GALVANIZED METAL OR MEMBRANE ROOF SYSTEM

PITCHED OR LOW-SLOPE DESIGN WITH GUTTER SYSTEM

INSULATION: R-19 OR BETTER

3. ENVIRONMENTAL & COMFORT REQUIREMENTS

3.1 HVAC

SELF-CONTAINED HVAC SYSTEM (ROOFTOP OR WALL-MOUNTED) SIZED APPROPRIATELY FOR SQUARE FOOTAGE

HEATING AND COOLING WITH PROGRAMMABLE THERMOSTAT

MINIMUM SEER RATING PER CODE

3.2 INSULATION

ROOF: R-19 MINIMUM

WALLS: R-11 MINIMUM

FLOOR: R-11 MINIMUM

3.3 WINDOWS & DOORS

DUAL-GLAZED, OPERABLE WINDOWS WITH INSECT SCREENS

COMMERCIAL-GRADE INSULATED ENTRY DOORS WITH SECURE LOCKS

4. ELECTRICAL & LIGHTING

4.1 ELECTRICAL SYSTEM

100 AMP SERVICE PANEL (OR AS REQUIRED)

INTERIOR OUTLETS SPACED PER CODE (MINIMUM EVERY 12 FEET OF WALL)

EXTERIOR WEATHERPROOF OUTLET NEAR ENTRY

4.2 LIGHTING

2'X4' FLUORESCENT LAY-IN LIGHT FIXTURES THROUGHOUT

EMENGENCY LIGHTING THROUGHOUT AS REQUIRED

EXTERIOR LIGHTING AT ENTRY DOORS

WALL MOUNTED SWITCHES THROUGHOUT

5. PLUMBING

5.1 FIXTURES

2 FLUSH TOILETS AND 2 LAVATORY SINKS (WOMEN'S RESTROOM)

1 FLUSH TOILET AND 1 LAVATORY SINK (MEN'S RESTROOM)

1 SINK IN COUTER

WATER HEATER (MINIMUM 6-GALLON, ELECTRIC)

5.2 CONNECTIONS

NO EXTERIOR HOOKUP FOR WATER AND SEWER LINES. A TANK IS TO BE PROVIDED FOR WATER AND SANITARY. REFER TO CIVIL DRAWINGS. TRAILER VENDOR TO PROVIDE TANK FOR PORTABLE WATER AND SANITATION. TANK SIZE TO BE 250-GALLON MINIMUM. *(ONCE A WEEK MAINTENANCE SERVICE TO BE INCLUDED AS PART OF THE LEASING AGREEMENT.)*

6. SAFETY & ACCESSIBILITY

6.1 FIRE SAFETY

SMOKE AND HEAT DETECTORS PER CODE

FIRE EXTINGUISHER(S) AT DESIGNATED LOCATIONS

EXIT SIGNAGE AND EMERGENCY LIGHTING

6.2 ACCESSIBILITY

ACCESSIBLE RAMP AND DOOR HARDWARE IF REQUIRED

COMPLIANT TURNING RADIUS INSIDE OFFICE SPACE AND RESTROOM

7. EXTERIOR FEATURES

SKIRT AROUND BASE OF TRAILER TO CONCEAL WHEELS/HITCH (IF REQUIRED)

EXTERIOR FINISH: PAINTED METAL OR FIBERGLASS PANELS

WEATHER-RESISTANT EXTERIOR WITH DURABLE, LOW-MAINTENANCE MATERIALS

8. OPTIONAL FEA

DATA/NETWO

OCCUPANCY S

BUILT-IN FURN TURE OR CABINETRY

ADDITIONAL RESTROOMS

SECURITY SYSTEM PROVISIONS (E.G., ALARM, CAMERA MOUNTS)

FOUNDATION NOTES:

1. SOIL & SITE PREPARATION

a. FOUNDATION DESIGN IS BASED ON AN ALLOWABLE SOIL BEARING PRESSURE PER THE DELEGATED ENGINEER. ANY SOIL CONDITIONS THAT MAY DIFFER FROMTHIS MUST BE BROUGHTY TO THE ATTANTION OF THE ENGINEER.

b. FOUNDATIONS SHALL BE BUILT ON UNDISTURBED SOIL OR PROPERLY COMPACT FILL MATERIAL. COMPACTED SOILS SHALL BE TESTED TO A MINIMUM OF 95% PROCTOR IN ACCORDANCE WITH ASTM D 1557.

c. EXCAVATIONS FOR FOUNDATIONS SHALL BE BACKFILLED WITH SOIL WHICH IS FREE OF ORGANIC MATERIAL, CONSTRUCTION DEBRIS, AND LARGE ROCKS.

d. WHERE WATER IMAPCTS THE GROUND FROM ROOF VALLEY, DOWN SPOUT, SCUPPER, OR OTHER RAINWATER COLLECTION OR DIVERSION DEVICE, PROVISIONSSHALL BE MADE TO PREVENT SOIL EROSION AND DIRECT THE WATER AWAY FROM THE FOUNDATION.

e. FINISH GRADE SHALL BE SLOPED AWAY FROM THE FOUNDATION FOR DRAINAGE. THE AREA UNDER FOOTINGS, FOUNDATIONS, AND CONCRETE SLABS ON GRADE SHALL HAVE NO VEGETATION, STUMPS, ROOTS, AND FOREIGN MATERIAL REMOVED PRIOR TO THEIR CONSTRUCTION. FILL MATERIAL SHALL BE FREE OF VEGETATION AND FOREIGN MATERIAL.

2. BASE PAD

a. PIER FOOTING SHALL BE AS PER THE DELEGATED ENGINEER.

b. CONCRETE IN FOOTINGS SHALL HAVE A SPECIFIED COMPRESSIVE STRENGTH AS PER THE DELEGATED ENGINEER.

3. MASONRY UNIT

a. PIERS SHALL BE CONSTRUCTED WITH NOMINAL 8"X16"X8" CONCERETE MASONRY UNITS CONFIRMING TO ASTM C-90.

b. LONG DIMENSION OF ALL PIERS MAY BE INSTALLED PERPENDICULAR OR PARALLEL TO THE FRAME. MAXIMUM OF (4) COURSES, (32"HIGH) UNLESS OTHERWISE NOTED.

c. CONCRETE MASONRY UNITS SHALL CONFORM TO THE ASTM C 90 STANDARDS.

d. CONSTRUCTION OF DRY-STACKED, SURFACE BONDED MASONRY WALLS WHEN SPECIFIED, INCLUDING STACKING AND LEVELING OF ALL UNITS, MIXING AND THE APPLICATION OF MORTAR, CURING AND PROTECTION SHALL COMPLY WITH ASTM C 946.

4. WOOD & SHIM MATERIAL

A. ALL WOOD BLOCKING AND SHIMS SHALL BE CEDAR OR PRESSURE TREATED.

5. GROUND ANCHORS

a. GROUND ANCHORS SHALL HAVE A MINIMUM ULTIMATE CAPACITY AS PER THE DELEGATED ENGINEER AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.

6. TIE-DOWN STRAPS

a. THE TIE-DOWN STRAPS SHALL BE AS PER THE DELEGATED ENGINEER.

b. THE FIRST TIE-DOWN STRAP FROM THE ENDWALL SHALL NOT EXCEED 2'-6", UNLESS OTHERWISE NOTED.

EXTERIOR WALL STRUCTURAL BRACING:

1. SIDEWALL BRACING

a. **INSTALATION:**

STRUCTURAL SHEATHING SHALL CONSIST OF A 4' MINIMUM WIDTH SHEET EXTENDING CONTINUOUSLY FROM TOP TO BOTTOM PLATE WITH ALL SHEATHING EDGES EXTENDING 3/4" MINIMUM OVER 2" NOMINAL LUMBER OF THE SAME SIZE AND GRADE AS EXTERIOR WALL FRAMING. BRACING SHALL BE LOCATED ALONG THE ENTIRE LENGTH OF THE WALL.

B. BRACING MATERIAL:

7/16" APA RATED SHEATHING EXP-1, EXP-2, EXT OR 5/8" APA RATED SIDING EXT. FASTENED W/ 10D COMMON NAILS OR GALVANIZED BOX NAILS 6" O.C. EDGES AND 6" O.C. FIELD WITH 100% PER GLUE COVERAGE.

2. ENDWALL BRACING

A. INSTALATION:

STRUCTURAL SHEATHING SHALL EXTEND CONTINUOUS FROM TOP OF TRUSS TOP CHORD TO 3/4" MINIMUM FROM TOP OF TRUSS TOP CHORD TO 3/4" MINIMUM BELOW TOP OF RIM JOIST WITH ALL SHEATHING EDGES SUPPORTED 2" NOMINAL LUMBER OF THE GRADE AS EXTERIOR WALL FRAMING.

B. BRACING MATERIAL:

5/8" APA RATED SHEATHING EXP-1, EXP-2, EXT OR 5/8" APA RATED SIDING EXT. FASTENED W/ 10D COMMON GALV. BOX NAILS 4" O.C. EDGES AND 6" O.C. FIELD.

EXTERIOR METAL STAIR AND RAMP

1.0 GENERAL

1.1 SCOPE

PROVIDE FABRICATION, FINISH, ACCESSORIES AND INSTALLATION OF EXTERIOR METAL STAIRS AND LANDINGS TO SERVE AN OFFICE TRAILER, COMPLETE AND READY FOR USE.

1.2 QUALITY ASSURANCE

A. MANUFACTURER EXPERIENCED IN PRODUCING TRAILER/EXTERIOR STAIRS.

B. ALL WORK TO MEET APPLICABLE LOCAL BUILDING CODES AND OSHA REQUIREMENTS. CONTRACTOR TO COORDINATE STAIR ATTACHMENT LOCATIONS WITH TRAILER VENDOR/OWNER PRIOR TO FABRICATION.

1.3 SUBMITTALS

A. SHOP DRAWINGS SHOWING PLAN, ELEVATIONS, DETAILS, CONNECTION TO TRAILER FRAME, AND FINISH.

B. PRODUCT DATA FOR TREADS, HANDRAILS, FASTENERS, AND COATINGS.

C. FIELD MEASUREMENT VERIFICATION FROM TRAILER PRIOR TO FABRICATION.

2.0 DESIGN CRITERIA

2.1 DESIGN LOADS

DESIGN STAIR AND ATTACHMENTS FOR APPLICABLE CODE-REQUIRED LIVE AND LATERAL LOADS; TYPICAL DESIGN: UNIFORM LIVE LOAD 100 PSF AND CONCENTRATED LOAD 300 LB AT ANY POINT — VERIFY WITH AHJ AND STRUCTURAL ENGINEER.

2.2 DIMENSIONS

A. STAIR WIDTH: MIN. 36 IN. CLEAR.

B. RISER HEIGHT: 4 IN. MIN — 7 IN. MAX.

C. TREAD DEPTH (CLEAR): MIN. 11 IN.

D. NOSING: 3/4 IN. TO 1-1/4 IN. TYPICAL.

E. LANDINGS: PROVIDE LANDING AT TOP AND BOTTOM; LANDING DEPTH MIN. 36 IN. MEASURED IN DIRECTION OF TRAVEL; LANDING WIDTH EQUAL TO STAIR WIDTH.

2.3 CLEARANCES

MAINTAIN REQUIRED HEADROOM CLEARANCE AT ALL POINTS PER LOCAL CODE.

3.0 MATERIALS

3.1 STRUCTURAL STEEL

ALL STEEL FOR STRINGERS, FRAMING AND SUPPORTS: ASTM A36 (OR EQUAL) STRUCTURAL STEEL. PROVIDE FORMED STRINGERS SIZED TO SUPPORT LOADS WITHOUT EXCESSIVE DEFLECTION.

4.0 HANDRAILS & GUARDRAILS

TUBE OR PIPE STEEL HANDRAILS: 1-1/4"–1-1/2" DIAMETER (TYPICAL) OR PER CODE; GUARDRAIL INFILL TO PREVENT PASSAGE OF A 4" SPHERE; TOP RAIL AT CODE-REQUIRED HEIGHT (36"). PROVIDE INTERMEDIATE RAILS OR VERTICAL PICKETS FOR INFILL.

5.0 FASTENERS & ANCHORS

HIGH-STRENGTH BOLTS, NUTS AND WASHERS (ASTM A325/A490 AS REQUIRED) FOR STRUCTURAL CONNECTIONS. USE STAINLESS STEEL OR HOT-DIP GALVANIZED FASTENERS FOR EXTERIOR CORROSION RESISTANCE WHERE EXPOSED. ANCHORS TO TRAILER FRAME SHALL BE DESIGNED TO TRANSFER LOADS TO THE TRAILER STRUCTURE; USE BACKING PLATES WHERE REQUIRED.

6.0 FABRICATION

6.1 GENERAL

FABRICATE ASSEMBLED UNITS TO MAXIMUM PRACTICAL SIZE FOR TRANSPORT. GRIND EXPOSED WELDS SMOOTH WHERE REQUIRED. PROVIDE STIFFENERS AND CONNECTION PLATES AS REQUIRED FOR ATTACHMENT TO TRAILER FRAME.

6.2 CONNECTIONS

PROVIDE BOLTED CONNECTIONS TO ALLOW REMOVAL FOR TRAILER TRANSPORT IF REQUESTED BY OWNER; PROVIDE REMOVABLE/LOCKING HITCH PLATES OR QUICK-RELEASE BRACKETS WHEN TRAILER MOBILITY IS REQUIRED.

6.3 WELDS

WELDS TO BE CONTINUOUS OR INTERMITTENT AS REQUIRED; WELDING PER AWS STANDARDS; CLEAN WELDS AND PREPARE FOR FINISH.

7.0 FINISH & CORROSION PROTECTION

7.1 PREPARATION

SHOP BLAST CLEAN TO NEAR-WHITE OR COMMERCIAL BLAST AS REQUIRED FOR COATING SPECIFIED.

7.2 GALVANIZING

HOT-DIP GALVANIZE ENTIRE ASSEMBLY AFTER FABRICATION TO ASTM A123 (PREFERRED) OR GALVANIZE COMPONENTS PRIOR TO FINAL ASSEMBLY WITH TOUCH-UP ON FIELD WELDS.

7.3 PAINT

APPLY A FACTORY COAT OF CORROSION-INHIBITING PRIMER AND FINISH TOPCOAT (TWO COATS) SUITABLE FOR EXTERIOR USE. DO NOT PAINT OVER GALVANIZING UNLESS REQUIRED — IF PAINTING GALVANIZED SURFACES, USE COMPATIBLE PRE-TREATMENT.

8.0 SLIP-RESISTANCE & DRAINAGE

8.1 TREAD SURFACE

PROVIDE PERMANENT, SLIP-RESISTANT SURFACE: SERRATED, DIAMOND PATTERN, OR GRIT-FILLED NOSING. ENSURE TREADS DRAIN WATER AND DO NOT POND.

9.0 HANDRAILS, GUARDS & SAFETY

9.1 HANDRAILS

PROVIDE CONTINUOUS HANDRAILS ON BOTH SIDES WHERE REQUIRED. ENDS TO RETURN TO POSTS OR WALL. HANDRAIL PROFILE TO BE EASILY GRIPPABLE PER CODE.

9.2 GUARDS

PROVIDE GUARDS WHERE REQUIRED PER HEIGHT AND OPENING RESTRICTIONS (NO 4" SPHERE PASSAGE). EXTEND GUARD TO FULL LANDING PERIMETER.

10.0 ANCHORING & ATTACHMENT TO TRAILER

10.1 COORDINATE

CONTRACTOR TO VERIFY TRAILER FRAME ATTACHMENT POINTS. PROVIDE CONNECTION PLATES SIZED TO DISTRIBUTE LOADS; USE BACKING PLATES INSIDE TRAILER FRAME FLANGE WHERE NECESSARY.

10.2 CLEARANCES FOR TRANSPORT

IF TRAILER MUST BE MOVED, PROVIDE REMOVABLE OR FOLD-UP STAIR OPTION WITH SECURE LOCKING MECHANISM. INDICATE MECHANISM ON SHOP DRAWINGS.

11.0 INSTALLATION

11.1 FIELD MEASUREMENTS

VERIFY ALL FIELD DIMENSIONS AND TRAILER INTERFACE PRIOR TO FABRICATION.

11.2 SETTING & LEVELING

SET STAIR SO TREADS ARE LEVEL AND STRINGERS PLUMB. TIGHTEN ALL FASTENERS TO RECOMMENDED TORQUE. PROVIDE SEAL AT ATTACHMENT POINTS TO PREVENT WATER INTRUSION.

12.0 FINAL INSPECTION

OWNER/ENGINEER TO INSPECT FOR SECURE ATTACHMENT, CORRECT DIMENSIONS, FINISH AND OPERATION.

12.1 TESTING & WARRANTY

12.2 LOAD TEST

PERFORM A FIELD LOAD TEST IF REQUIRED BY AHJ OR OWNER. PROVIDE CERTIFICATION OF DESIGN AND FABRICATION IF REQUESTED.

12.3 WARRANTY

PROVIDE MINIMUM 1-YEAR WORKMANSHIP WARRANTY; COATING WARRANTY PER PAINT/GALVANIZING MANUFACTURER TERMS.

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PROJECT TITLE:
CITY OF BRADENTON
PUBLIC WORKS - TEMPORARY BUILDOUT
2145 9TH STREET EAST, BRADENTON FL 34205

ISSUED FOR:
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PROJECT NO:	24806
SHEET TITLE:	

PROJECT MANUAL - PERFORMANCE SPEC (OFFICE TRAILER)

SHEET No.:

A-802

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City of Bradenton
Planning and Community Development Department
City Council Public Hearing
February 11, 2026

Staff Report

Resolution: 26-02
Case Number: PLN-SUP-25-0024
Applicant: City of Bradenton
Owner: City of Bradenton
Address: 2115 9th Street East
Parcel ID: 4687900059
Current Zoning: I (Industrial)
Future Land Use: I (Industrial)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: Manatee County
South: Manatee County
East: Manatee County
West: I (Industrial)

Future Land Use: North: Manatee County
South: Manatee County
East: Manatee County
West: I (Industrial)

REQUEST:

The City of Bradenton (applicant) is requesting Special Use approval to permit property located at 2115 9th Street East to be utilized as a Public Facility as defined in Chapter 10 of the Land Use Regulations.

> *"Public facility: Any plant or structure owned or proposed by a public agency, government body or public utility, but not including offices."*

While the long-term plans for the property remain uncertain, approval of the Special Use request will allow the city to utilize the property during the relocation of the Public Works & Utilities Department; yet provide flexibility moving forward as the city continues to upgrade and improve its facilities and services.

The relocation of Public Works & Utilities is due in part to a major redevelopment project planned on land adjacent to and in the vicinity of LECOM Park. This redevelopment project, known as City Park, is designed to elevate the City of Bradenton's reputation as a destination for Sports Tourism, while still providing essential services and support to underserved schools and neighborhoods in the city.

The following project description can be found on the city's website

> *"The City Park project represents a significant milestone in Bradenton's forward-thinking vision. By blending recreation, community resources, and economic development, we are shaping Bradenton into an even more desirable place to live, work, and visit. Together, we are building a city that continues to grow while remaining true to its friendly spirit. City Park will enhance LECOM Park with the addition of a third baseball field, expanded parking, and upgraded facilities to host state, regional, and national baseball tournaments. These improvements will drive tourism, generate revenue for local businesses in Bradenton and Manatee County, and further revitalize the downtown area, all while preserving the historical significance of City Park Field, which dates back over a century. The vision of the project extends beyond sports. Plans include a Community Resource Center, which will offer essential services and support to underserved schools and neighborhoods in our community. The facility will house athletic programs, child and adult education, career development initiatives, and family support services. This is in partnership with the City of Bradenton, Manatee County Government, School District of Manatee County, and the Police Athletic League (PAL)."*

According to Schedule 3.2.1.2 of the Land Use Regulations, a Public Facility is listed as a Special Use, which requires Planning Commission review and City Council approval:

Jul	I	
USE	P	SU
PUBLIC FACILITES		X

On July 23, 2025, City Council approved the voluntary annexation (Ord. 4061) of the subject property which is approximately 4.08 acres in size. The annexation was followed by a Zoning Atlas Amendment (Ord. 4063) and Comprehensive Map Amendment (Ord. 4062), both approved on August 13, 2025. The Zoning Atlas and Comprehensive Map Amendments placed Industrial "I" zoning on the property as both the current zoning and future land use classifications.

COMPREHENSIVE PLAN:

Objective 1.2: Future Land Use Map
To guide the location of new development and redevelopment in a manner conducive to compatibility of land uses, sensitive to natural resources and natural hazards and consistent with the availability of public facilities.

Policy 1.2.1: Establish a Future Land Use Map
The Future Land Use Map shall govern the use of land in the City of Bradenton, defining types and intensities of uses within each category, and is hereby adopted as part of this Comprehensive Plan. The following future land use categories are established:

Industrial
Provides an economic engine that allows for heavy commercial, industrial, offices, warehouses that also include light and heavy manufacturing, automotive uses, outdoor storage, amusement establishments, educational facilities, service and equipment, laboratories. Ancillary facilities to support the various uses may also be provided in the industrial areas.

Maximum floor area ratio: 1. 0

LAND USE REGULATIONS:

Section 3.3 – Special Use Permits

Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if in the specific instance the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The special use permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure. Special use permit applications shall be reviewed using the following:

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

Staff Response: As final plans for the property are created, city staff will ensure that all Industrial zoning regulations are met.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

Staff Response: As final plans for the property are created, city staff will ensure that all Industrial zoning regulations are met, including the 10-ft. landscape separation.

REVIEW CRITERIA:

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties

from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

Please see submitted application materials for the applicant's responses.

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: Ingress and egress to the property will be reviewed and approved by the proper agencies including the County and FDOT.

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: Design and layout of the property will be done to minimize any negative impacts on adjoining properties. The impact should be minimal as US 301 borders on the south, Tropicana and a rail line to the north and east, and city property to the west.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

   Staff Response: As the property is developed, Public Works & Utilities will review the location of all refuse service area. With adjoining uses being US 301, Tropicana, rail line, and city owned property; any impact to others should be minimal.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: Utilities currently serve the property but as the property develops, if any additional utilities are

required, they will be installed in a manner compatible with surrounding properties.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

   Staff Response: As the property is developed, all city zoning regulations will be met including buffering and separation to minimize any negative impacts the use of the property may have on adjoining properties.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

   Staff Response: Any lighting or signage shall be in accordance with the City of Bradenton's requirements. If additional lighting or signage is proposed, review during the Site Improvement Permit (SIP) and building permit process will ensure compliance with applicable standards.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

   Staff Response: With development planned for the property, it should enhance the area that is currently industrial in nature.

h. Adequacy of land and/or building which are to be used.

   Staff Response: Uses listed under the Public Facility definition are planned to be on the property and such uses are industrial in nature and will be compatible with the current built environment.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

   Staff Response: Compared to Tropicana who has a heavy manufacturing processing plant on the adjoining property,

any city use planned for the subject property will have a lesser impact on adjacent properties.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

Staff Response: By redeveloping the property, environmental quality should be improved, and any future uses will need to follow all State and Federal regulations.

k. Consistency with the city's comprehensive plan.

Staff Response: The plan has been to redevelop the property to accommodate future city uses, therefore the Industrial future land use category was selected during the annexation process.

STAFF COMMENTS:

1. City Council is encouraged to evaluate the request based on the criteria provided, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations along with the Future Land Use Element of the Comprehensive Plan.

Planning Commission met on January 21, 2026, and recommended to City Council **Approval** (vote 5-0) of Resolution 26-02, Case PLN-SUP-25-0024; as submitted.

Respectfully submitted,

Gregory J. DeLong
Assistant Director
Planning & Community Development

Exhibits:

Exhibit “A”: Location Map

Exhibit “B”: Future Land Use Map

Exhibit “C”: Zoning Map

Exhibit “D”: Conceptual Site Plan

EXHIBIT "A"
Location Map

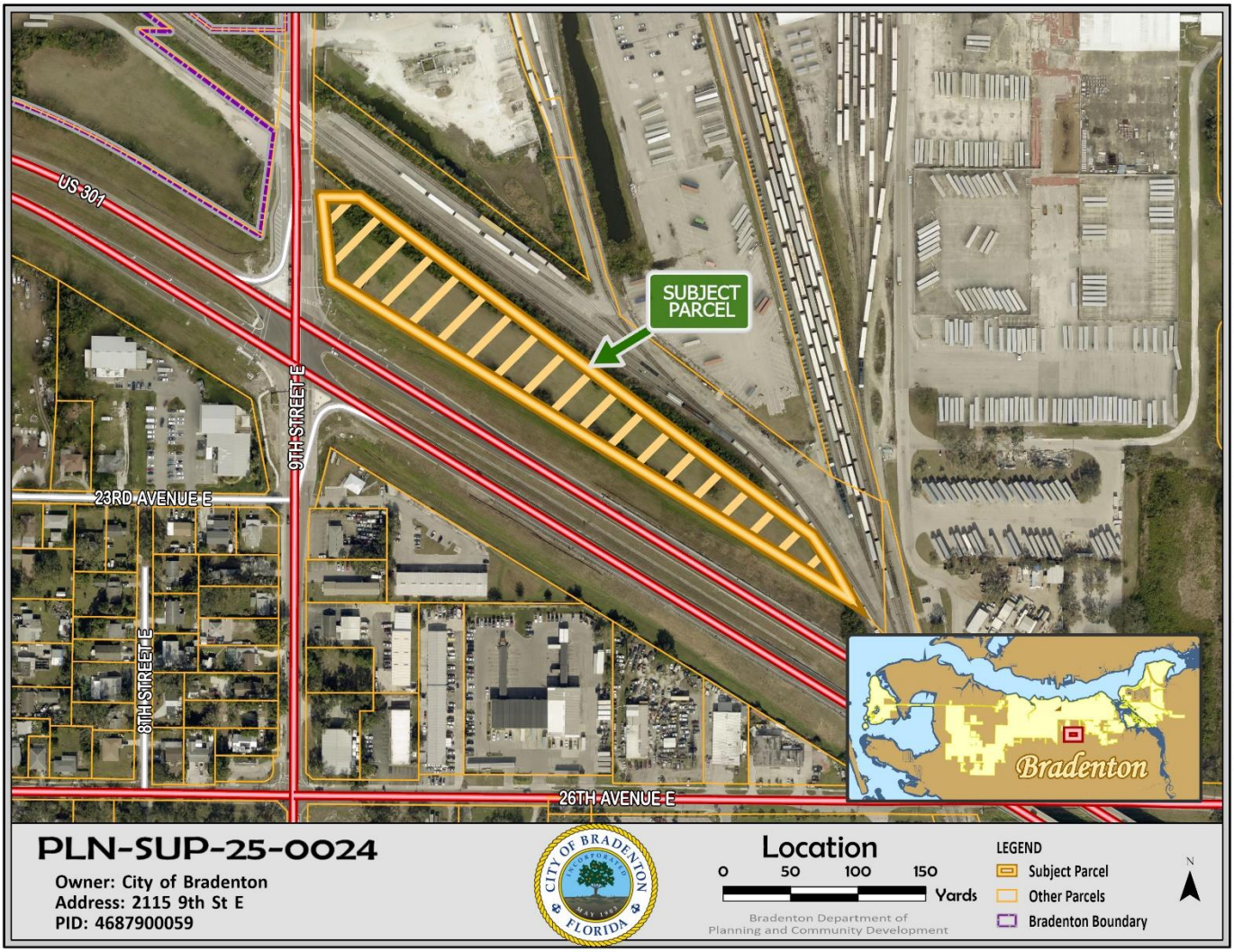


EXHIBIT "B"
Future Land Use Map

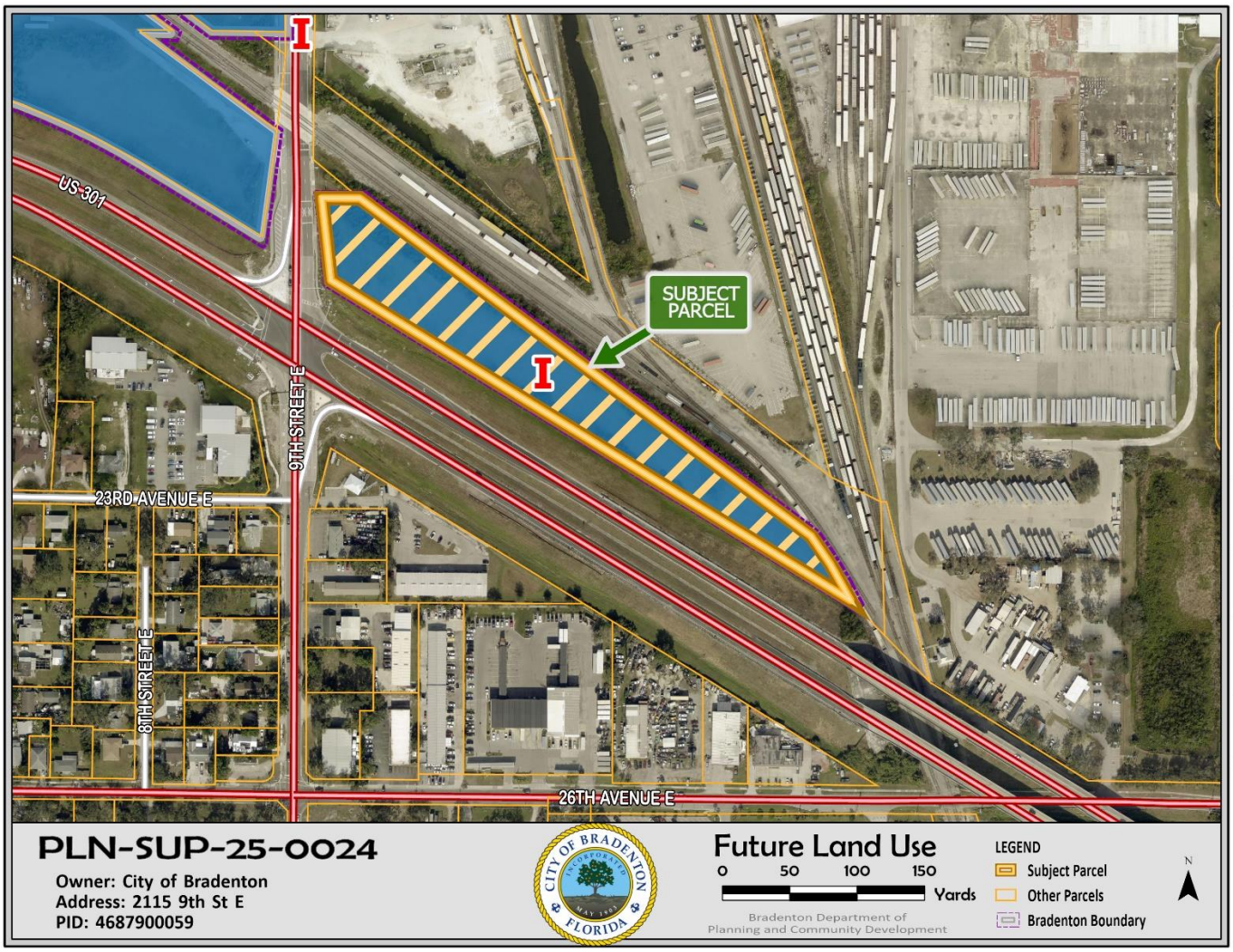


EXHIBIT "C"
Zoning Map

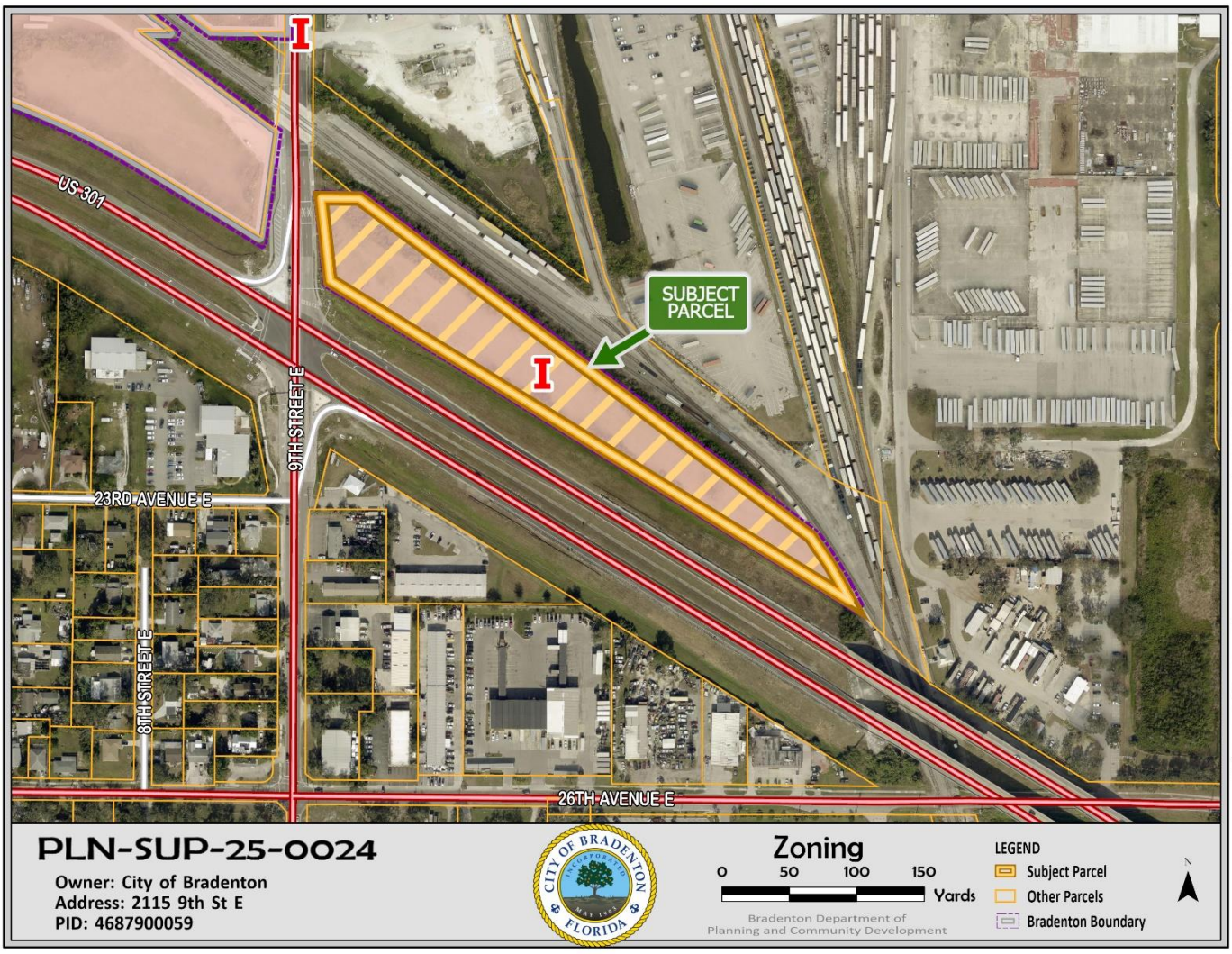
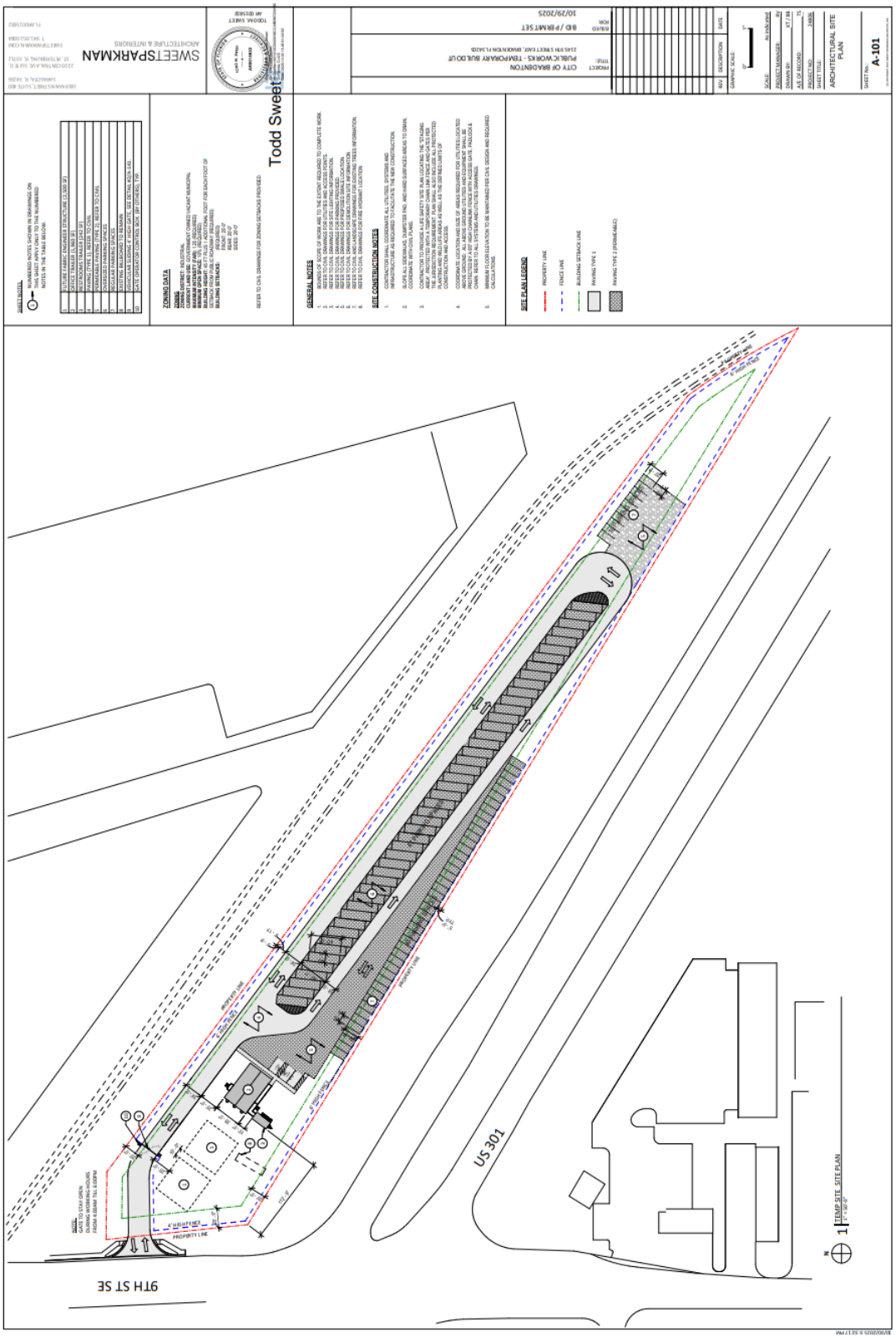


EXHIBIT "D"
Conceptual Site Plan



City Council
February 11, 2026

Resolution 26-02| Case PLN-SUP-25-0024

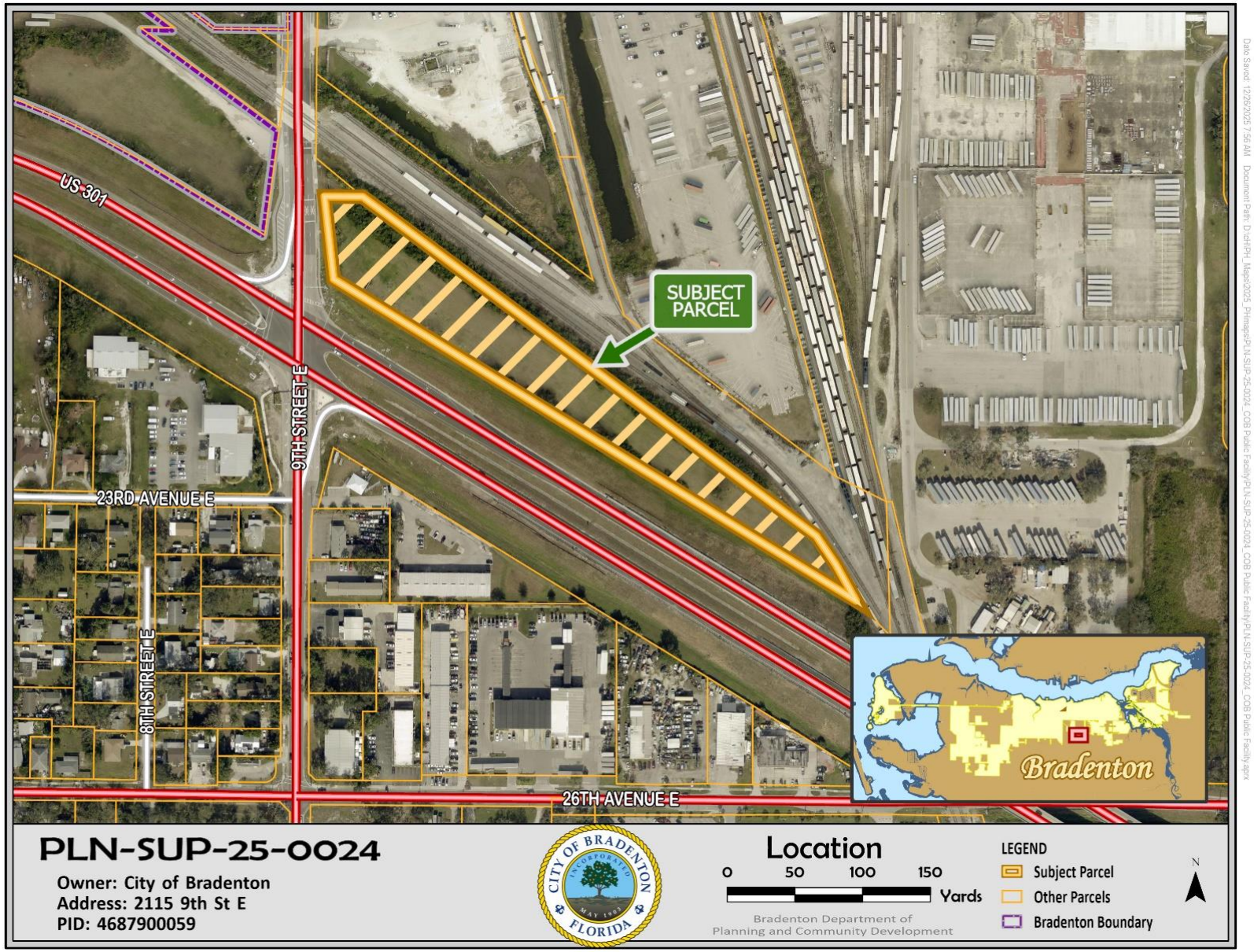
Special Use request to allow a Public Facility to be located at
2115 9th Street East

Staff Contact: Greg DeLong; Asst. Director of PCD

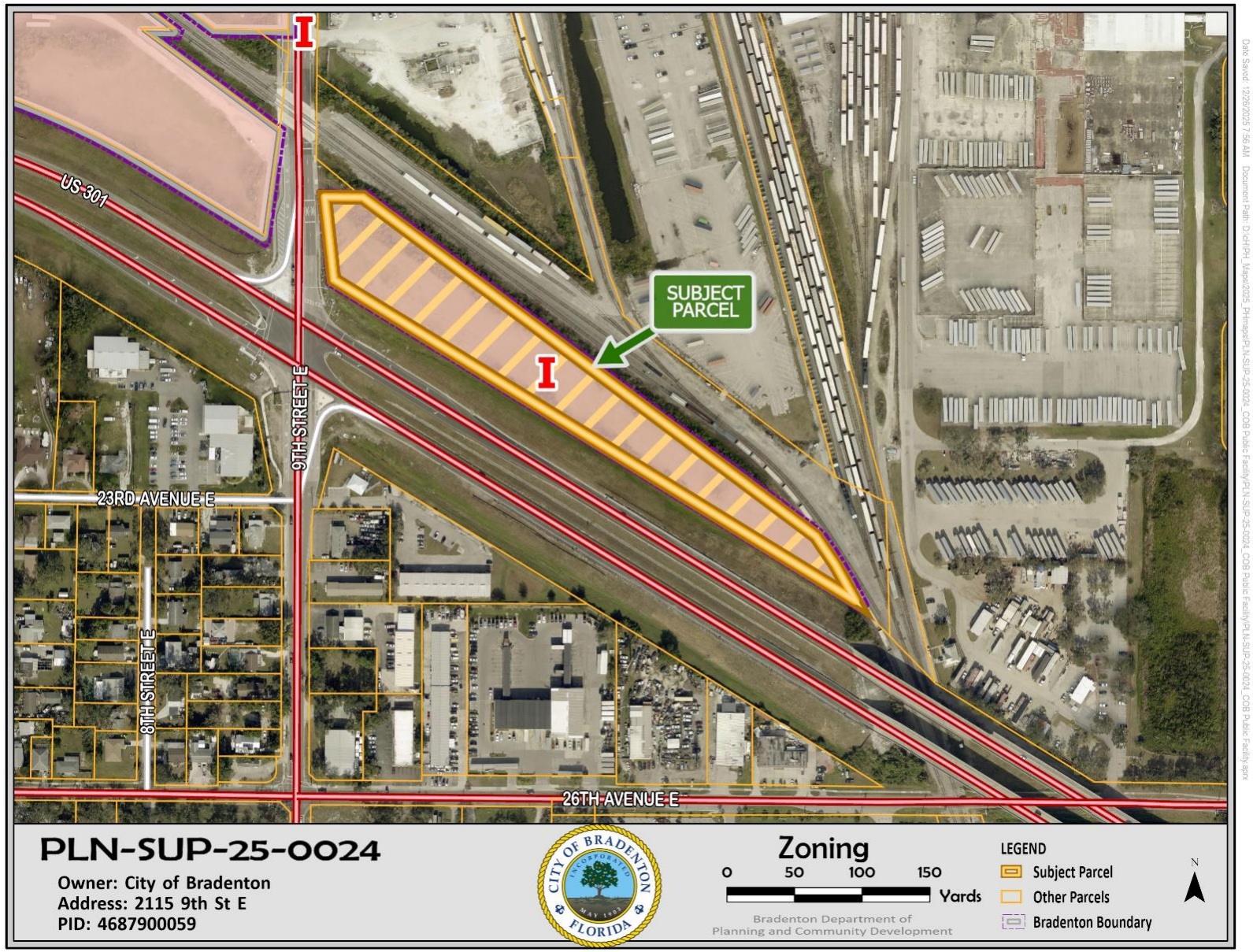
Case Information

- Applicant: City of Bradenton (Owner)
- Address: 2115 9th Street East
- Parcel ID No: 4687900059
- Acreage: 4.08 acres (approx.)
- Current Zoning: I (Industrial)
- FLUM Zoning: I (Industrial)
- Flood Zone: X
- Existing Use: Vacant
- Purpose: Special Use approval to allow for the property to be used as a Public Facility

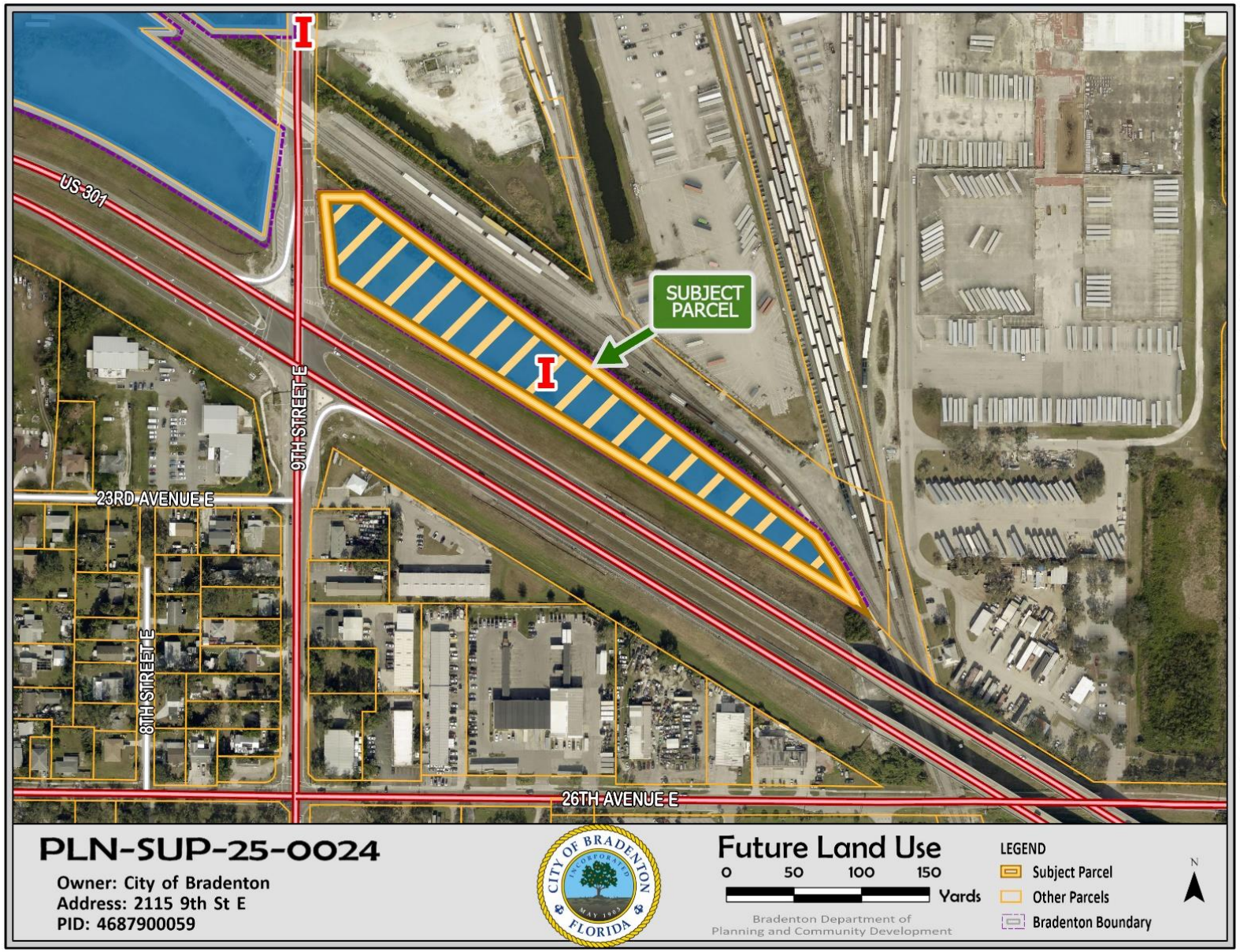
Location Map



Zoning Map


US-301
9TH STREET E
23RD AVENUE E
8TH STREET E
26TH AVENUE E
SUBJECT PARCEL
I
PLN-SUP-25-0024
Owner: City of Bradenton
Address: 2115 9th St E
PID: 4687900059
Zoning
0 50 100 150
Yards
Bradenton Department of
Planning and Community Development
LEGEND
Subject Parcel
Other Parcels
Bradenton Boundary
N

Future Land Use Map



Summary of Proposed Request

- Special Use request to use the property for a Public Facility

- Public Facility is defined in the Land Use Regulations as:
  "Any plant or structure owned or proposed by a public agency, government body or public utility, but not including offices."

- Schedule 3.2.1.2 of the Land Use Regulations list Public Facilities as a Special Use

SCHEDULE 3.2.1.2 PERMITTED AND SPECIAL USES MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS	**I**	
USE	P	SU
PUBLIC FACILITIES		X

Summary of Proposed Request

- Long term-term plans for the subject property remain uncertain
  - Approval will allow the city to be flexible with the land as we continue to upgrade and improve our facilities
  - One option is to possibly utilize the property during the relocation of the Public Works & Utilities Department

- Relocation of the Public Works & Utilities Department is due to a major redevelopment project planned for the area around LECOM Park

- Redevelopment project is called City Park
  - Designed to elevate Bradenton's reputation as a destination for Sports Tourism
  - Increase economic development opportunities
  - Provide essential services and support to underserved schools and neighborhoods
  - Information about City Park: https://cityofbradenton.com/citypark

Property History

- Previously owned by Tropicana Holding Company Inc.
- May 14, 2025: City purchased the property
- July 23, 2025: City Council approved a voluntary annexation (Ord. 4061)
- August 13, 2025: City Council approved a Comprehensive Map Amendment (Ord. 4062) and Zoning Atlas Amendment (Ord. 4063)
  - Placed Industrial (I) zoning on the land and as the Future Land Use classification

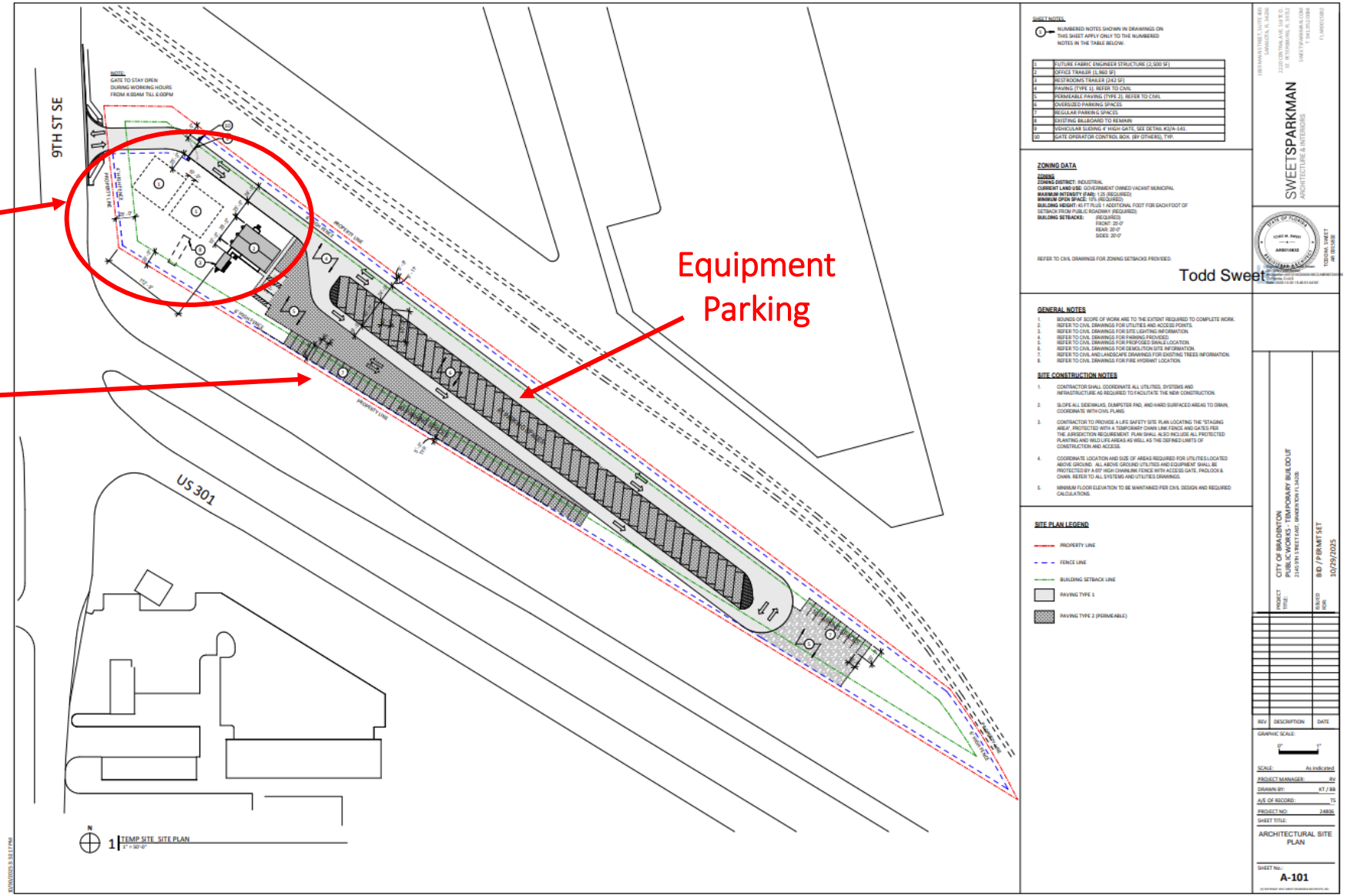
Summary of Proposed Request



Aerial photo looking north (source Google Earth)

Summary of Proposed Request

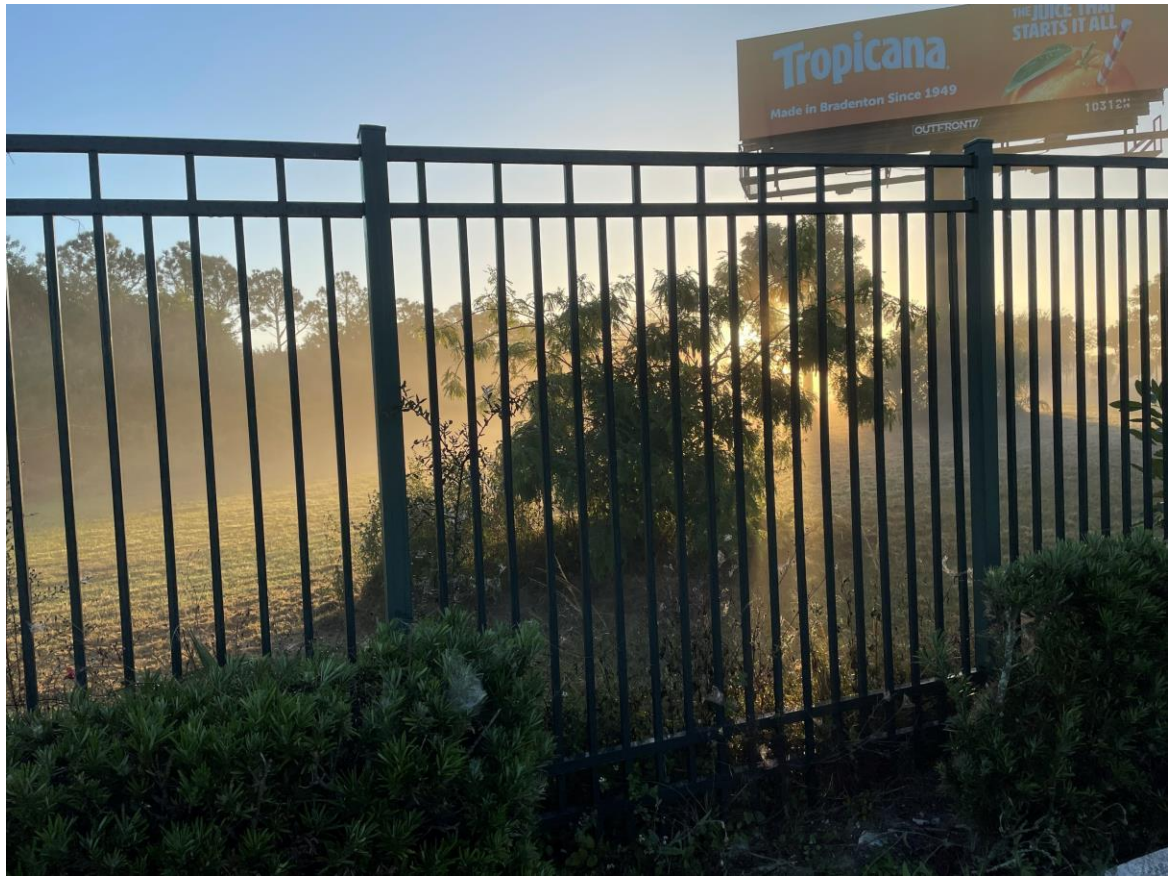
- Conceptual Site Plan (Public Works Temporary Relocation)



Summary of Proposed Request



Looking northeast from property



Looking southeast from property

Summary of Proposed Request



Looking northwest from 9th Street East



Looking northeast from 9th Street East

Summary of Proposed Request



Looking southwest from property towards the intersection of 9th Street East and US 301

Comprehensive Plan (Future Land Use Element)

Objective 1.2: Future Land Use Map

To guide the location of new development and redevelopment in a manner conducive to compatibility of land uses, sensitive to natural resources and natural hazards and consistent with the availability of public facilities.

Policy 1.2.1: Establish a Future Land Use Map

The Future Land Use Map shall govern the use of land in the City of Bradenton, defining types and intensities of uses within each category, and is hereby adopted as part of this Comprehensive Plan. The following future land use categories are established:

Industrial

Provides an economic engine that allows for heavy commercial, industrial, offices, warehouses that also include light and heavy manufacturing, automotive uses, outdoor storage, amusement establishments, educational facilities, service and equipment, laboratories. Ancillary facilities to support the various uses may also be provided in the industrial areas.

Land Use Regulations

Section 3.3 – Special Use Permits

Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if in the specific instance the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The special use permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure. Special use permit applications shall be reviewed using the following:

Land Use Regulations (General Standards)

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

- 3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.
- 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.
- 3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

** General Standards appear to be met on the Concept Plan and will be met on future plans

Land Use Regulations (Review Criteria)

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

- 3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
- 3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.
- 3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.
- 3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

** Review Criteria appears to be met on the Concept Plan and will be met on future plans

Land Use Regulations (Review Criteria)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application (responses to the following criteria can be found in the submitted staff report):

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.
F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Review Criteria (LURs) - Continued

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

** It appears that the Review Criteria under Section 3.3.2.5 (a - k) is met.

City Council Consideration

Resolution 26-02 | Case PLN-SUP-25-0024

1. City Council is encouraged to evaluate the request based on the criteria provided, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission met on January 21, 2026, and recommended to City Council **Approval** (vote 5-0) of Resolution 26-02, Case PLN-SUP-25-0024; as submitted.

Questions?

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

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

SUBJECT: **Quasi-Judicial:** RESOLUTION 26-03 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0025 TO ALLOW A PUBLIC FACILITY TO BE LOCATED AT 1706 9TH STREET EAST, BRADENTON, FLORIDA (PARCEL ID NO. 4633211009), AS MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION:
Approval or denial of Resolution 26-03.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:

The City of Bradenton (applicant) is requesting Special Use approval to permit property located at 1706 9th Street East to be utilized as a Public Facility, which is defined in the Land Use Regulations as "any plant or structure owned or proposed by a public agency, government body or public utility, but not including offices."

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:

Motion to approve or deny Resolution 26-03.

ATTACHMENTS:
Resolution 26-03
Application Materials
Staff Report
Presentation

RESOLUTION 26-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0025 TO ALLOW A PUBLIC FACILITY TO BE LOCATED AT 1706 9TH STREET EAST, BRADENTON, FLORIDA (PARCEL ID NO. 4633211009), AS MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Bradenton ("Property Owner") owns the property located at 1706 9th Street East, Bradenton, Florida (Parcel ID No. 4633211009), more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the property as Industrial (I); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the Industrial (I) zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations Schedule 3.2.1.2 identifies Public Facility as a Special Use in the Industrial (I) zoning district; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit requesting that said property be allowed to be used for a Public Facility as generally depicted on the Concept Site Plan attached hereto as Exhibit "B"; and

WHEREAS, the Planning Commission held a noticed public hearing on January 21, 2026, at which the Commission received testimony and evidence from the Property Owner and City Planning staff and members of the public in attendance; and

WHEREAS, the City Council held a noticed public hearing on February 11, 2026, at which the Council received testimony and evidence from the City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the

staff report, and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

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

b. The Property Owner is requesting approval of a Special Use Permit to use the property at 1706 9th Street East, Bradenton, Florida, for a Public Facility, as generally depicted on the Concept Site Plan attached hereto as Exhibit "B".

c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

d. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

e. The Planning Commission recommended approval.

The proposed use meets the requirements of Section 3.3.2 of the Land Use Regulations, as described below:

a. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape, and the nature of surrounding development. See 3.3.2.1.
b. Access points are located so as to best suit the use and Property. Wide spacing between access points and intersecting streets should be required when feasible. See 3.3.2.2.
c. All buildings are located an adequate distance from property lines and streets. See 3.3.2.3.
d. Permanent screening, such as walls, fences, hedges, and other barriers, are not needed to protect surrounding properties from view of the premises or noises from the use. See 3.3.2.4.
e. Adequate ingress and egress is provided to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access. See 3.3.2.5.
f. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties are adequate for the proposed use. See 3.3.2.5.

g. Location and design of refuse and service areas are sufficient in regard to availability, adequacy and effect upon surrounding properties. See 3.3.2.5.
h. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties are provided. See 3.3.2.5.
i. Screening, buffering or separation of any nuisance or hazardous feature of the use are adequate for the proposed use. See 3.3.2.5.
j. Proposed signs and exterior lighting are adequate with reference to glare, traffic safety and compatibility and harmony with surrounding properties. See 3.3.2.5.
k. Effect upon the value of surrounding properties; the use will not hinder the development of nearby vacant properties or adversely affect their economic value. See 3.3.2.5.
l. The land to be used is adequate for the proposed use. See 3.3.2.5.
m. The proposed use is compatible and appropriate with adjacent properties and other property in the district with special consideration given to the proposed hours of operation. See 3.3.2.5.
n. The proposed use will not affect the environmental quality of the district. See 3.3.2.5.
o. The proposed use is consistent with the City's comprehensive plan. See 3.3.2.5.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for the property at 1706 9th Street East, Bradenton, Florida, to be used as a Public Facility as generally depicted on the Concept Site Plan attached hereto as Exhibit "B".

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the Property Owner to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the Property Owner fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The Property Owner must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Special Use Permit which shall remain in full force and effect.

Section 5. Conflict. All prior resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall become effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 11TH DAY OF FEBRUARY 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

Legal Description

DESCRIPTION: (SURVEY BY OTHERS - SEE NOTE 2, THIS PAGE)

PARCEL 1:

TROPICANA SOUTHWEST PARCEL (COUNTY)

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 36 TOWNSHIP 34 S, RANGE 17 E; THENCE N 00°19'50" E, ALONG THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1437.44 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY (FORMERLY KNOWN AS THE SEABOARD COASTLINE RAILROAD); THENCE N 53°11'51" W, ALONG THE SOUTHWESTERLY LINE OF SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH THE C.S.X. MAIN LINE TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 67.18 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY WITH THE WESTERLY RIGHT-OF-WAY OF 9TH STREET EAST, AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A POINT OF BEGINNING; THENCE CONTINUE N 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 374.18 FEET; THENCE S 88°54'10" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, 68.54 FEET; THENCE N 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1446.68 FEET; THENCE N 89°05'05" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, 68.24 FEET; THENCE N 53°11'51" W, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 179.09 FEET; THENCE N 00°23'07" E, ALONG SAID C.S.X. RAILROAD RIGHT-OF-WAY, 49.71 FEET: THENCE N 53°11'51" W, ALONG SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1104.58 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55; THENCE S 00°30'55" E, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 55, A DISTANCE OF 96.51 FEET; THENCE N 89°29'05" E, A DISTANCE OF 27.63 FEET; THENCE S 53°11'51" E, PARALLEL WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND 60.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 802.97 FEET; THENCE S 00°24'36" W, A DISTANCE OF 1184.93 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. 301) AS SHOWN ON AFORESAID F.D.O.T RIGHT-OF-WAY MAPS; THENCE S 89°04'20" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 683 (U.S. 301), A DISTANCE OF 719.47 FEET; THENCE S 89°03'49" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 307.14 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 12°01'01" W, A DISTANCE OF 1592.39 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°31'46", A DISTANCE OF 542.77 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE S 58°27'13" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 308.55 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF AFORESAID 9TH STREET EAST; THENCE N 07°40'57" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID 9TH STREET EAST, A DISTANCE OF 233.52 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 36, TOWNSHIP 34 S, RANGE 17 E, MANATEE COUNTY, FLORIDA.

CONTAINING 28.31 ACRES MORE OR LESS.

EXHIBIT "B"


CONCEPTUAL PLAN
PROPOSED MASTER PLAN
SWEETSPARKMAN
ARCHITECTURE & INTERIORS
LEGEND
BUILDING
COVERED STORAGE
GREEN AREAS
STORMWATER (DRY RETENTION)
SIDEWALK
ASPHALT
SITE BOUNDARY
FENCE LINE
1.0 FLEET / SMALL ENGINE
Buidling: (37,812 SF) Site: (4.0 Acres)
2.0 Solid Waste
Building: (9,600 SF) Site: (3.8 Acres)
3.0 Purchasing
Building: (11,250 SF) Site: (1.0 Acres)
4.0 Central Ops / Field Ops
Building: (31,900 SF) Site: (1.05 Acres)
Landscape & Grounds
Site: (0.8 Acres)
Street Drainage
Site: (0.2 Acres)
Water & Sewer
Site: (0.4 Acres)
Mechanical | Lift Stations
Site: (0.2 Acres)
Electrical/Facilities
Site: (0.4 Acres)
Central Ops
Site: (0.04 Acres)
5.0 Fuel Island / Vehicle Wash
Site: (0.8 Acres)
0' 100' 200' 400'
SCALE: 1" = 200'
N
TROPICANA
9TH ST SE
PROPOSED SECONDARY ENTRY DPW ONLY ACCESS POINT INGRESS / EGRESS
PROPOSED EGRESS ONLY ACCESS
PROPOSED EGRESS DPW ONLY ACCESS POINT
GREEN AREA
STORMWATER 21,427 SF 0.5 ACRES
STORMWATER 76,332 SF 1.76 ACRES
AUCTION LOT
US 301
1.0
2.0
3.0
4.0
5.0
EXISTING STORMWATER
RED BARN FLEA MARKET
PROPOSED PRIMARY ENTRY INGRESS / EGRESS PUBLIC ACCESS (SHARED DPW ACCESS POINT)
CITY OF BRADENTON PUBLIC WORKS MASTER PLAN
REPORT
10/10/25
X-1.6

bradenton
The Friendly City

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1706 9th Street East

I, Rob Perry, the registered property owner(s) of the above noted property, do hereby authorize

Jean Totti — Print Name of Agent
City of Bradenton — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

Owner(s) Address (if different than property above)

Jean Totti
Digitally signed by Jean Totti
Date: 2025.12.08 10:19:11 -05'00'

Signature of Agent

888 13th Ave. East, Bradenton, FL
Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 10th day of December 2025, produced Personally Known respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Mindy Whalen
Signature

Mindy Whalen, Notary Public
Print Name

Notary Public State of Florida
Mindy Whalen
My Commission HH 624175
Expires 3/16/2029

State of Florida
My Commission Expires: 3/16/2029

1. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   The site design will provide with a deceleration lane from US301 as requited by FDOT. Entrance on both 9th Street E and US301 by the RR tracks will be right-in/right-out as approved by FDOT. Designated parking areas, sidewalks connecting parking areas and building access will provide pedestrian protection.

2. Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   There is no street parking, and all parking areas will be contained within the site. Photometrics studies will guarantee that no light will spread past the site limits and adversely affect neighboring lands or roads.

3. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

   All service areas for vehicles, equipment and buildings will be located well within property limits and with ample distance separating them from neighboring properties.

4. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Existing electrical service will be increased to meet the new demand. Such service will be coordinated with FPL. Other utility services will be provided by the city meeting all current local and federal standards.

5. Screening, buffering or separation of any nuisance or hazardous feature of the use.

   Landscape buffers will be provided as required by SBC.

6. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

   The city will limit signage to that allowed by SBC and will mostly be internal to the property. No illuminated or road signage is anticipated.

7. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.

   Most adjoining properties are industrial in nature and the inclusion of office and operations buildings will only contribute to improve the area.

8. Adequacy of land and/or building which are to be used.

   All construction will follow local and federal regulations to guarantee that any development on the property will positively impact the area.

9. General compatibility or appropriateness with adjacent properties and other properties in the district with special consideration given to proposed hours of operation.

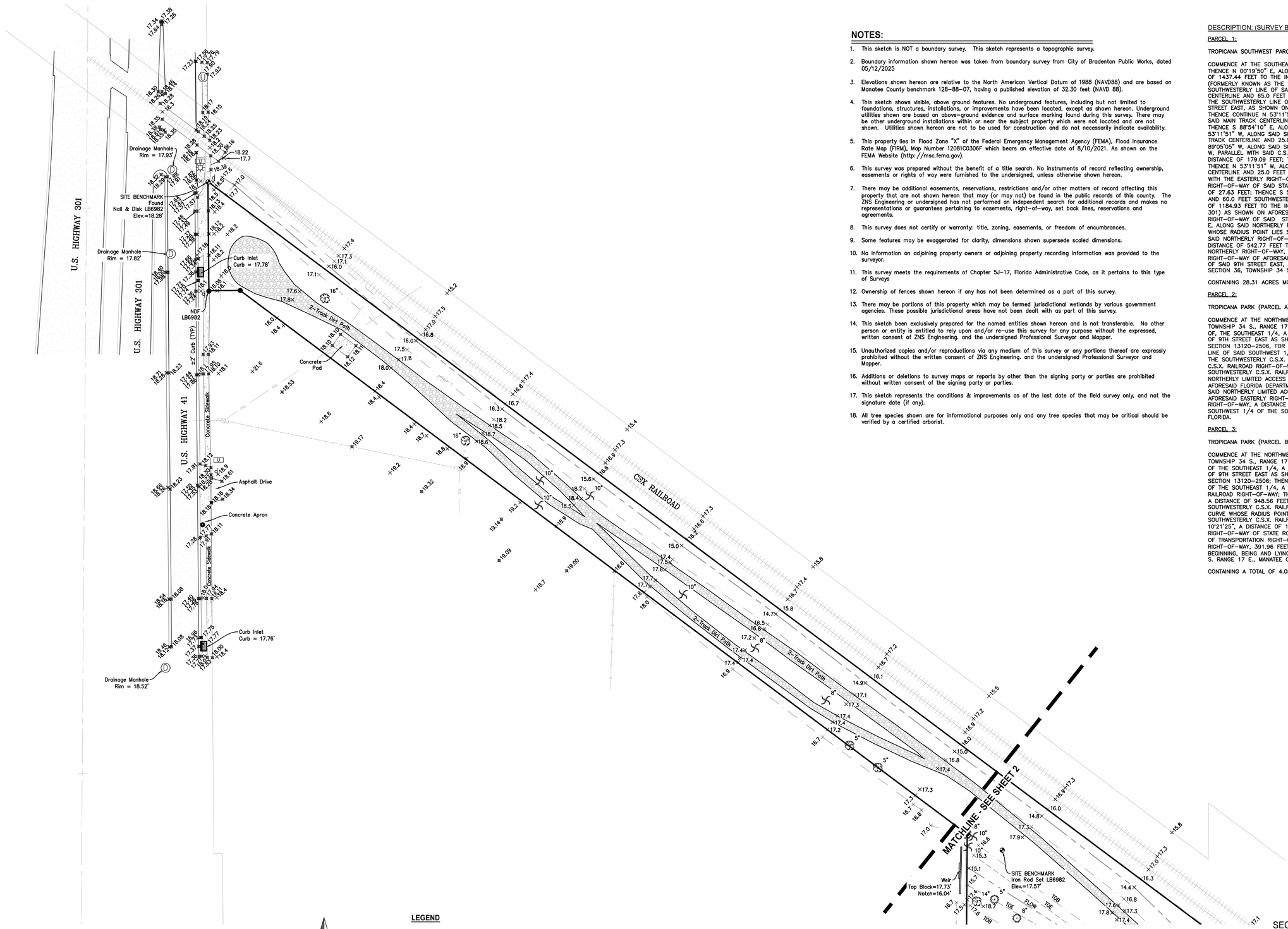
   All operations on this property will match or meet the operations of neighboring properties.

10. Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.

    The development on this property will meet all of the FDEP and SWFWMD requirements. Many of the existing conditions will be improved with the development.

11. Consistency with the City of Bradenton Comprehensive Plan.

    The proposed development meets the city's objectives and comprehensive plan.



NOTES:

1. This sketch is NOT a boundary survey. This sketch represents a topographic survey.
2. Boundary information shown hereon was taken from boundary survey from City of Bradenton Public Works, dated 05/12/2025
3. Elevations shown hereon are relative to the North American Vertical Datum of 1988 (NAVD88) and are based on Manatee County benchmark 128-88-07, having a published elevation of 32.30 feet (NAVD 88).
4. This sketch shows visible, above ground features. No underground features, including but not limited to foundations, structures, installations, or improvements have been located, except as shown hereon. Underground utilities shown are based on above-ground evidence and surface marking found during this survey. There may be other underground installations within or near the subject property which were not located and are not shown. Utilities shown hereon are not to be used for construction and do not necessarily indicate availability.
5. This property lies in Flood Zone "X" of the Federal Emergency Management Agency (FEMA), Flood Insurance Rate Map (FIRM), Map Number 12081C0306F which bears an effective date of 8/10/2021. As shown on the FEMA Website (http://msc.fema.gov).
6. This survey was prepared without the benefit of a title search. No instruments of record reflecting ownership, easements or rights of way were furnished to the undersigned, unless otherwise shown hereon.
7. There may be additional easements, reservations, restrictions and/or other matters of record affecting this property that are not shown hereon that may (or may not) be found in the public records of this county. The ZNS Engineering or undersigned has not performed an independent search for additional records and makes no representations or guarantees pertaining to easements, right-of-way, set back lines, reservations and agreements.
8. This survey does not certify or warranty: title, zoning, easements, or freedom of encumbrances.
9. Some features may be exaggerated for clarity, dimensions shown supersede scaled dimensions.
10. No information on adjoining property owners or adjoining property recording information was provided to the surveyor.
11. This survey meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to this type of Surveys
12. Ownership of fences shown hereon if any has not been determined as a part of this survey.
13. There may be portions of this property which may be termed jurisdictional wetlands by various government agencies. These possible jurisdictional areas have not been dealt with as part of this survey.
14. This sketch been exclusively prepared for the named entities shown hereon and is not transferable. No other person or entity is entitled to rely upon and/or re-use this survey for any purpose without the expressed, written consent of ZNS Engineering, and the undersigned Professional Surveyor and Mapper.
15. Unauthorized copies and/or reproductions via any medium of this survey or any portions thereof are expressly prohibited without the written consent of ZNS Engineering. and the undersigned Professional Surveyor and Mapper.
16. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
17. This sketch represents the conditions & improvements as of the last date of the field survey only, and not the signature date (if any).
18. All tree species shown are for informational purposes only and any tree species that may be critical should be verified by a certified arborist.

DESCRIPTION: (SURVEY BY OTHERS - SEE NOTE 2, THIS PAGE)

PARCEL 1:

TROPICANA SOUTHWEST PARCEL (COUNTY)

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 36 TOWNSHIP 34 S, RANGE 17 E; THENCE N 00°19'50" E, ALONG THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1437.44 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY (FORMERLY KNOWN AS THE SEABOARD COASTLINE RAILROAD); THENCE N 53°11'51" W, ALONG THE SOUTHWESTERLY LINE OF SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH THE C.S.X. MAIN LINE TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 67.18 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY WITH THE WESTERLY RIGHT-OF-WAY OF 9TH STREET EAST, AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A POINT OF BEGINNING; THENCE CONTINUE N 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 374.18 FEET; THENCE S 88°54'10" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, 68.54 FEET; THENCE N 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1446.68 FEET; THENCE N 89°05'05" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, 68.24 FEET; THENCE N 53°11'51" W, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 179.09 FEET; THENCE N 00°23'07" E, ALONG SAID C.S.X. RAILROAD RIGHT-OF-WAY, 49.71 FEET: THENCE N 53°11'51" W, ALONG SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1104.58 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55; THENCE S 00°30'55" E, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 55, A DISTANCE OF 96.51 FEET; THENCE N 89°29'05" E, A DISTANCE OF 27.63 FEET; THENCE S 53°11'51" E, PARALLEL WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND 60.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 802.97 FEET; THENCE S 00°24'36" W, A DISTANCE OF 1184.93 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. 301) AS SHOWN ON AFORESAID F.D.O.T RIGHT-OF-WAY MAPS; THENCE S 89°04'20" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 683 (U.S. 301), A DISTANCE OF 719.47 FEET; THENCE S 89°03'49" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 307.14 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 12°01'01" W, A DISTANCE OF 1592.39 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°31'46", A DISTANCE OF 542.77 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE S 58°27'13" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 308.55 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF AFORESAID 9TH STREET EAST; THENCE N 07°40'57" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID 9TH STREET EAST, A DISTANCE OF 233.52 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 36, TOWNSHIP 34 S, RANGE 17 E, MANATEE COUNTY, FLORIDA.

CONTAINING 28.31 ACRES MORE OR LESS.

PARCEL 2:

TROPICANA PARK (PARCEL A)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E., ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF, THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A POINT OF BEGINNING; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 948.56 FEET; THENCE S 00°16'20" W, LEAVING SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 121.85 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF- WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W. ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, A DISTANCE OF 970.67 FEET TO THE INTERSECTION WITH THE AFORESAID EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST; THENCE N 06°00'58" W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 184.34 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

PARCEL 3:

TROPICANA PARK (PARCEL B)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E. ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 13120-2506; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 948.56 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 306.82 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 53°17'55" W, 930.06 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°21'25", A DISTANCE OF 168.12 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W, ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, 391.96 FEET; THENCE N 00°16'20" E, A DISTANCE OF 121.85 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S. RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING A TOTAL OF 4.08 ACRES MORE OR LESS

SCALE 1"=40'

SCALE: 1" = 40'

LEGEND

- BENCHMARK
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- CATCH BASIN
- DRAINAGE MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- LIGHT POLE
- SIGN POST
- MONITORING WELL
- ELECTRIC HAND HOLE

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- TOP OF BANK (TOB)
- TOE OF SLOPE (TOE)
- FLOW LINE (FLOW)
- RAILROAD

RCP REINFORCED CONCRETE PIPE
PVC POLYVINYL CHLORIDE
DIP DUCTILE IRON PIPE
TYP TYPICAL
LB LICENSED BUSINESS

- OAK TREE
- PALM TREE
- UNKNOWN TREE

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FLORIDA CERTIFICATE No. 6809
DATE OF CERTIFICATION 11/05/2025

BY: KAVIN C. WILMOTT, P.S.M.

IF PRINTED THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED COMPLYING WITH FS 5J-17.062.

ADDED TREE DATA	YV	11/05/2025
REVISION	BY	DATE

TOPOGRAPHIC SURVEY
OF
PARCELS OF LAND
LOCATED IN
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365
1023 MANATEE AVENUE WEST (7TH FLOOR), BRADENTON, FL 34205
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

DRAWN BY dml FIELD BY BURKE JOB NO. 45782 FIELD DATE 06-12-2025 SCALE 1"=40' SHEET 1 OF 6

T:_2025_City\Bradenton\Tropicana Parcel Topo (45782)\Survey\COB TROPICANA TOPO.dwg, Plot Date:11/5/2025 3:04 PM, ByVonHasv

MATCHLINE - SEE SHEET 1

MATCHLINE - SEE SHEET 3

SITE BENCHMARK
Iron Rod Set LB6982
Elev.=17.57'

Weir
Top Block=17.73'
Notch=16.04'

SITE BENCHMARK
Iron Rod Found LB2241
Elev.=16.29'

SITE BENCHMARK
Nail & Disk LB6982
Elev.=16.83'

SITE BENCHMARK
Iron Rod Set LB2241
Elev.=21.12'

2-Track Dirt Path

CSX RAILROAD

Asphalt Path

Asphalt Drive

Mitered End Section
18"PVC Inv.=10.64'

End of Pipe
18"PVC Inv.=10.27'

Concrete Headwall
Top of Wall=16.8'
36"RCP Inv.=9.46'

Concrete Headwall
Top of Wall=16.9'
36"RCP Inv.=9.53'

Mitered End Section
34"x53"RCP Inv.=12.28'

Mitered End Section
34"x53"RCP Inv.=12.48'

End of Pipe
36"RCP Inv.=9.35'
Weir in Pipe=10.84'

End of Pipe
36"RCP Inv.=9.31'
Weir in Pipe=10.71'

Concrete Headwall
Top of Wall=17.0'
24"RCP Inv.=13.72'

End of Pipe
15"DIP Inv.=11.06'

Concrete Headwall
Top of Wall=15.7'
34"x53"RCP Inv.=11.63'

Grate Inlet
24"RCP Inv.=14.00'

Concrete Headwall
Top of Wall=16.1'
34"x53"RCP Inv.=11.99'

LEGEND

- BENCHMARK
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- CATCH BASIN
- DRAINAGE MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- LIGHT POLE
- SIGN POST
- MONITORING WELL
- ELECTRIC HAND HOLE
- GRATE INLET
- MITERED END SECTION

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- TOP OF BANK (TOB)
- TOE OF SLOPE (TOE)
- FLOW LINE (FLOW)
- RAILROAD

RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE
DIP	DUCTILE IRON PIPE
TYP	TYPICAL
LB	LICENSED BUSINESS
MES	MITERED END SECTION

- OAK TREE
- ORNAMENTAL TREE
- UNKNOWN TREE

SCALE 1"=40'

SCALE: 1" = 40'

TOPOGRAPHIC SURVEY
OF
PARCELS OF LAND
LOCATED IN
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

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REVISION	BY	DATE
ADDED TREE DATA	YV	11/05/2025

DRAWN BY dml FIELD BY BURKE JOB NO. 45782 FIELD DATE 06-12-2025 SCALE 1"=40' SHEET 2 OF 6

T:_2025_CityOfBradenton\Tropicana Parcel Topo (45782)\Survey\LOB_TROPICANA TOPO.dwg, Plot Date:11/5/2025 3:04 PM, ByYoritzaV

MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 4

Asphalt Path

Asphalt Path

Asphalt Path

Asphalt Path

Asphalt Path

TOE

TOB

U.S. HIGHWAY 301

Grass Median

SCALE 1"=40'

SCALE: 1" = 40'

LEGEND

- BENCHMARK
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- CATCH BASIN
- DRAINAGE MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- LIGHT POLE
- SIGN POST
- MONITORING WELL
- ELECTRIC HAND HOLE
- GRATE INLET
- MITERED END SECTION

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- TOP OF BANK (TOB)
- TOE OF SLOPE (TOE)
- FLOW LINE (FLOW)
- RAILROAD

RCP REINFORCED CONCRETE PIPE
PVC POLYVINYL CHLORIDE
DIP DUCTILE IRON PIPE
TYP TYPICAL
LB LICENSED BUSINESS
MES MITERED END SECTION

- OAK TREE
- PALM TREE
- PINE TREE
- DEAD TREE
- UNKNOWN TREE

TOPOGRAPHIC SURVEY
OF
PARCELS OF LAND
LOCATED IN
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

ADDED TREE DATA	YV	11/05/2025
REVISION	BY	DATE

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DRAWN BY dml FIELD BY BURKE JOB NO. 45782 FIELD DATE 06-12-2025 SCALE 1"=40' SHEET 3 OF 6

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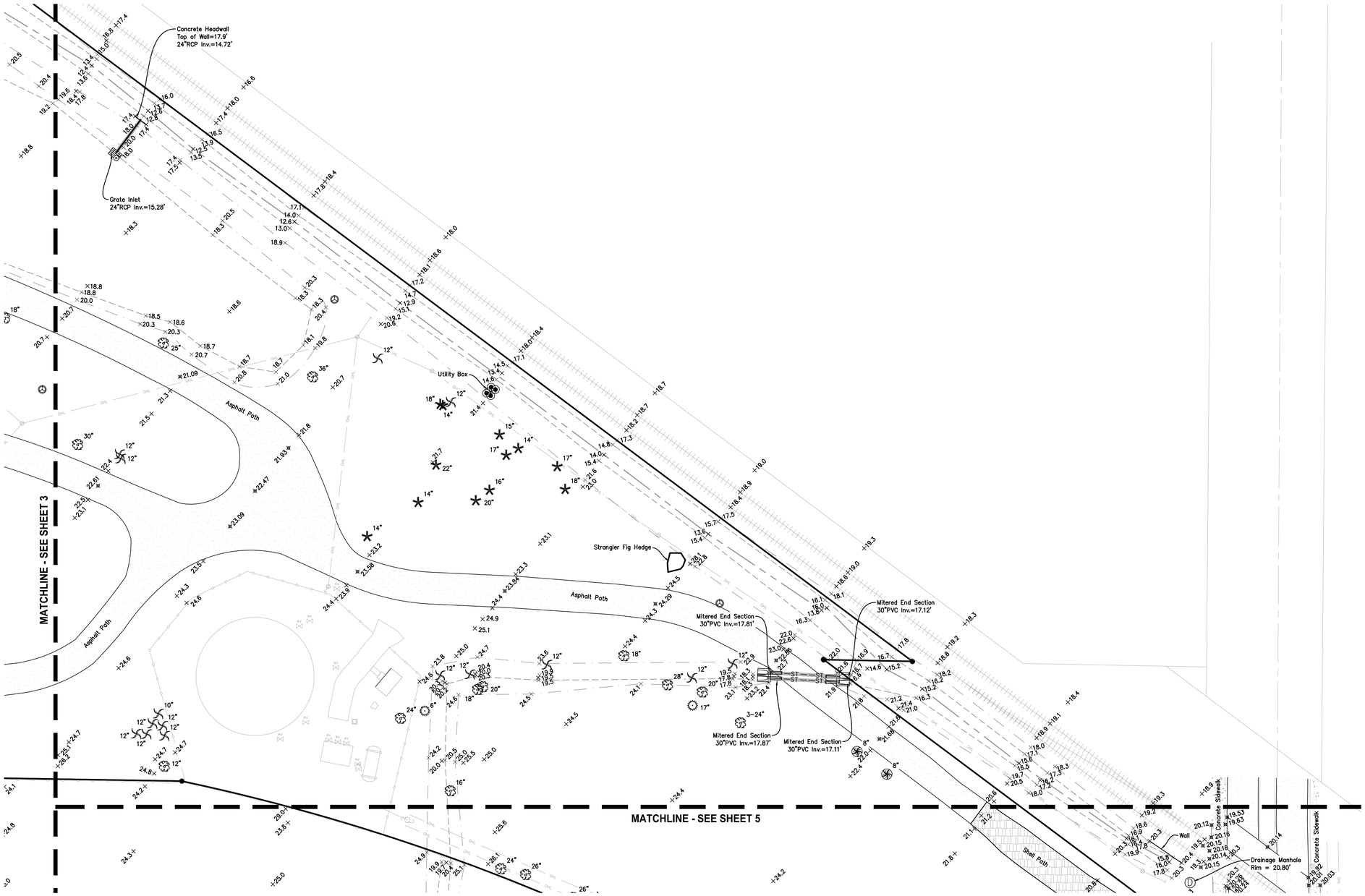
T:_2025_CityOfBradenton\Tropicana Parcel Topo (45782)\Survey\COB TROPICANA TOPO.dwg, Plot Date:11/5/2025 3:05 PM, ByVonKasov



LEGEND

- BENCHMARK
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- CATCH BASIN
- DRAINAGE MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- LIGHT POLE
- SIGN POST
- MONITORING WELL
- ELECTRIC HAND HOLE
- GRATE INLET
- MITERED END SECTION
- UTILITY POLE
- BOLLARD

- CHAINLINK FENCE (CLF)
- OHL — OVERHEAD LINE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- TOP OF BANK (TOB)
- TOE OF SLOPE (TOE)
- FLOW LINE (FLOW)
- RAILROAD

RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE
DIP	DUCTILE IRON PIPE
TYP	TYPICAL
LB	LICENSED BUSINESS
MES	MITERED END SECTION

- OAK TREE
- PALM TREE
- PINE TREE
- ORNAMENTAL TREE

SCALE 1"=40'

SCALE: 1" = 40'

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T:_2025_CityOfBradenton\Tropicana Parcel Topo (45782)\Survey\COB TROPICANA TOPO.dwg, Plot Date:11/5/2025 3:05 PM, ByYordiZaV

REVISION	BY	DATE
ADDED TREE DATA	YV	11/05/2025

TOPOGRAPHIC SURVEY
OF
PARCELS OF LAND
LOCATED IN
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

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DRAWN BY dml FIELD BY BURKE JOB NO. 45782 FIELD DATE 06-12-2025 SCALE 1"=40' SHEET 4 OF 6

MATCHLINE - SEE SHEET 4

MATCHLINE - SEE SHEET 6

U.S. HIGHWAY 301

9TH STREET E

Grass Median

Sidewalk

Asphalt Path

Concrete Sidewalk

Concrete Headwall
Top of Wall=17.9'
36"RCP Inv.=19.57'
36"RCP Inv.=19.44'

Drainage Manhole
Rim = 20.80'

Curb Inlet
Curb = 20.40'

Curb Inlet
Curb = 20.57'

Drainage Manhole
Rim = 20.70'

Grate Inlet
N 38"x60"RCP Inv.=16.09'
S 38"x60"RCP Inv.=16.16'

Drainage Manhole
Rim = 21.44'

Concrete Headwall
Top of Wall=20.8'
18"RCP Inv.=17.01'

Rip-rap

Weir
Top Block=19.38'
Notch=18.81'

5/8"IRF
LB 2241

Mitered End Section
36"RCP Inv.=18.27'

Grate Inlet
Rim=26.21'

Mitered End Section
24"RCP Inv.=19.72'

SCALE 1"=40'

SCALE: 1" = 40'

LEGEND

- BENCHMARK
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- CATCH BASIN
- DRAINAGE MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- LIGHT POLE
- SIGN POST
- MONITORING WELL
- ELECTRIC HAND HOLE
- GRATE INLET
- MITERED END SECTION
- UTILITY POLE
- BOLLARD
- ELECTRIC METER
- FIBER LINE MARKER
- TRAFFIC SIGNAL BOX
- GAS LINE MARKER
- CHAINLINK FENCE (CLF)
- OHL — OVERHEAD LINE
- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- TOP OF BANK (TOB)
- TOE OF SLOPE (TOE)
- FLOW LINE (FLOW)
- RAILROAD

RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE
DIP	DUCTILE IRON PIPE
TYP	TYPICAL
LB	LICENSED BUSINESS
MES	MITERED END SECTION

- OAK TREE
- PALM TREE
- PINE TREE
- ORNAMENTAL TREE
- UNKNOWN TREE

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T:_2025_CityOfBradenton\Tropicana Parcel Topo (45782)\Survey\COB TROPICANA TOPO.dwg, Plot Date:11/5/2025 3:05 PM, ByVeltzov

TOPOGRAPHIC SURVEY
OF
PARCELS OF LAND
LOCATED IN
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

REVISION	BY	DATE
ADDED TREE DATA	YV	11/05/2025

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365
1023 MANATEE AVENUE WEST (7TH FLOOR), BRADENTON, FL 34205
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

DRAWN BY dml FIELD BY BURKE JOB NO. 45782 FIELD DATE 06-12-2025 SCALE 1"=40' SHEET 5 OF 6

MATCHLINE - SHEET 5

Grate Inlet
Rim=29.92'

Mitered End Section
24"RCP Inv.=Filled

Grate Inlet
Rim=40.07'

Mitered End Section
18"CMP Inv.=Filled

Grate Inlet
Rim=49.50'

Mitered End Section
18"CMP Inv.=Filled

Grate Inlet
Rim=53.18'

Mitered End Section
18"CMP Inv.=Filled

U.S. HIGHWAY 301

Grass Median

TOB

TOE

FLOW

LEGEND

- BENCHMARK
- (IRF)IRON ROD FOUND
- (NDF)NAIL & DISK FOUND
- CATCH BASIN
- DRAINAGE MANHOLE
- UTILITY MANHOLE
- UTILITY BOX
- LIGHT POLE
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RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE
DIP	DUCTILE IRON PIPE
TYP	TYPICAL
LB	LICENSED BUSINESS
MES	MITERED END SECTION
CMP	CORRUGATED METAL PIPE

- OAK TREE
- PALM TREE
- PINE TREE
- ORNAMENTAL TREE
- UNKNOWN TREE

SCALE 1"=40'

SCALE: 1" = 40'

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REVISION	BY	DATE
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DRAWN BY YV FIELD BY BURKE JOB NO. 45782 FIELD DATE 06-12-2025 SCALE 1"=40' SHEET 6 OF 6

CITY OF BRADENTON PUBLIC WORKS MASTER PLAN

REPORT

PROJECT #: 24806

10/10/25

bradenton
The Friendly City

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

OWNER

CITY OF BRADENTON

888 13TH AVE E, BRADENTON FL 34208
WWW.CITYOFBRADENTON.COM/PUBLICWORKS

CONTACT:
JEAN TOTTI
CONSTRUCTION PROJECT ADMINISTRATOR
JEAN.TOTTI@BRADENTONFL.GOV
941.462.1999

ARCHITECT

SWEET SPARKMAN ARCHITECTURE & INTERIORS

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WWW.SWEETSPARKMAN.COM

CONTACT:
RAM VENKAT, AIA
SENIOR PROJECT MANAGER
RVENKAT@SWEETSPARKMAN.COM
941.315.9508

CIVIL/ FUEL ENGINEER

WESTON & SAMPSON ENGINEERS, INC.

4210 METRO PKAY #230, FORT MYERS, FL 33916
WWW.WESTONANDSAMPSON.COM

CONTACT:
JOSEPH ZONGOL, PE
REGIONAL DIRECTOR | SENIOR ASSOCIATE
ZONGOLJ@WSEINC.COM
239.737.2013

MEPFP ENGINEER

ME3 CONSULTING ENGINEER, LLC

5300 PAYLOR LANE, SARASOTA FL 34240
WWW.ME3-ENGR.COM

CONTACT:
BRYAN P. ZAF, PE, LEED AP
VICE PRESIDENT / PRINCIPAL
BRYAN@ME3-ENGR.COM
941.748.1319

STRUCTURAL ENGINEER

SNELL ENGINEERING

1517 STATE ST #202, SARASOTA, FL 34236
WWW.SNELLENG.COM

CONTACT:
CORD VAN NOSTRAND, PE, SE
PRINCIPAL / DIRECTOR OF ENGINEERING
CORD@SNELLENG.COM
941.954.0681

COST ESTIMATOR

FOURIE CONSULTANTS

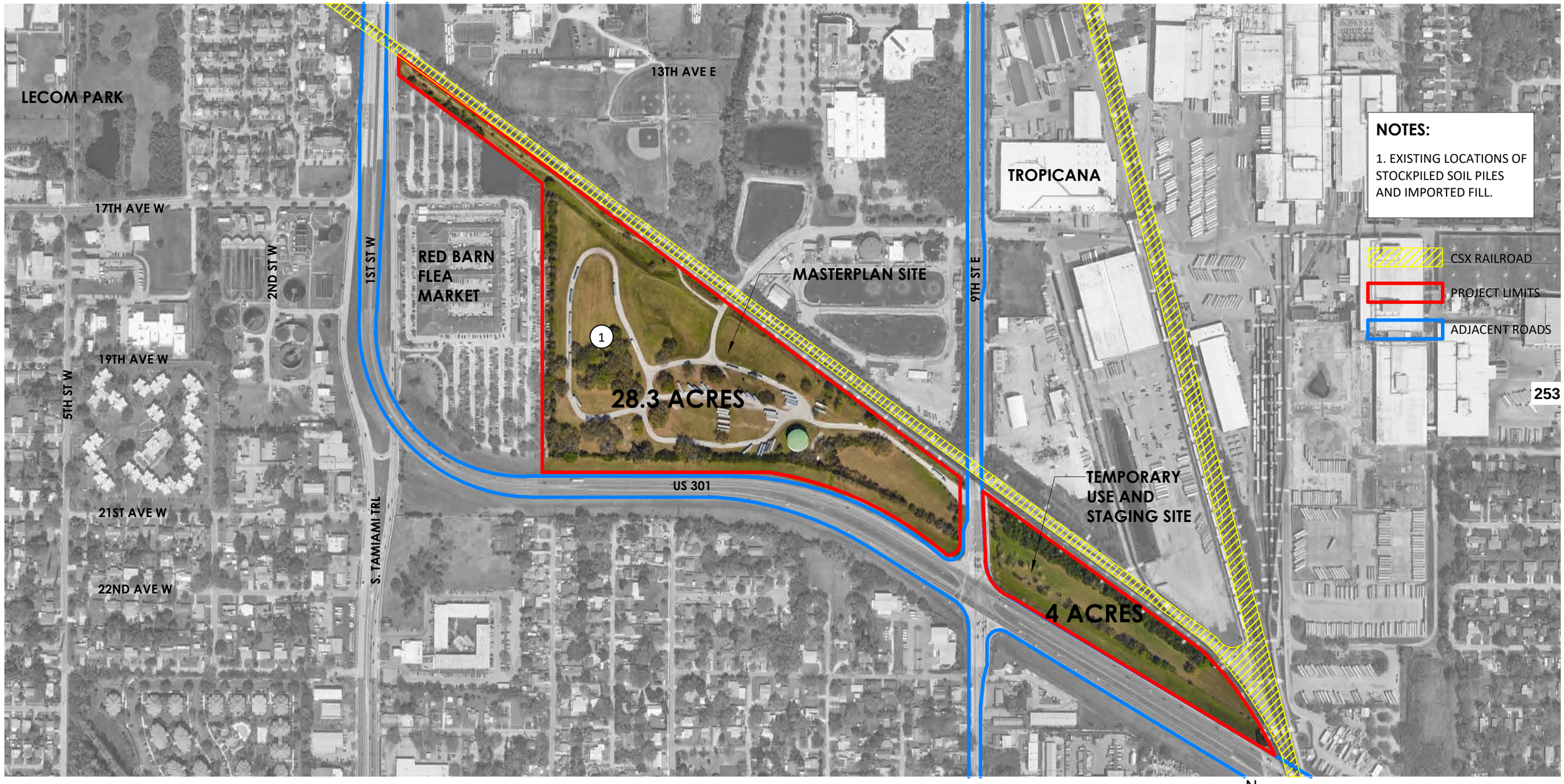
1600 E. 8TH AVE, SUITE A200, TAMPA FL 33605
WWW.FCICOST.COM

CONTACT:
RICK FOURIE, CCM
FOUNDER / PRINCIPAL
RFOURIE@FCICOST.COM
813.919.9921

PROJECT TEAM

PROJECT SITE AND LIMITS

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



28-Acres Parcel Address: 1706 9th Street East, Bradenton, FL 34208
4-Acres Parcel Address: 2145 9th Street East, Bradenton, FL 34205

SITE DEVELOPMENT GUIDELINES

The new Public Works and Utilities Facility is envisioned as a modern, efficient, and resilient operations hub for the City of Bradenton. The following guiding objectives have been identified to inform the master planning process and ensure the new campus meets both current and future needs:

Centralize Operations
The new facility will consolidate all major Public Works and Utilities divisions—currently dispersed across multiple locations—into a single, coordinated campus. Centralization reduces inefficiencies caused by travel between sites, improves interdepartmental communication, strengthens supervision, and enhances the delivery of services to the community.

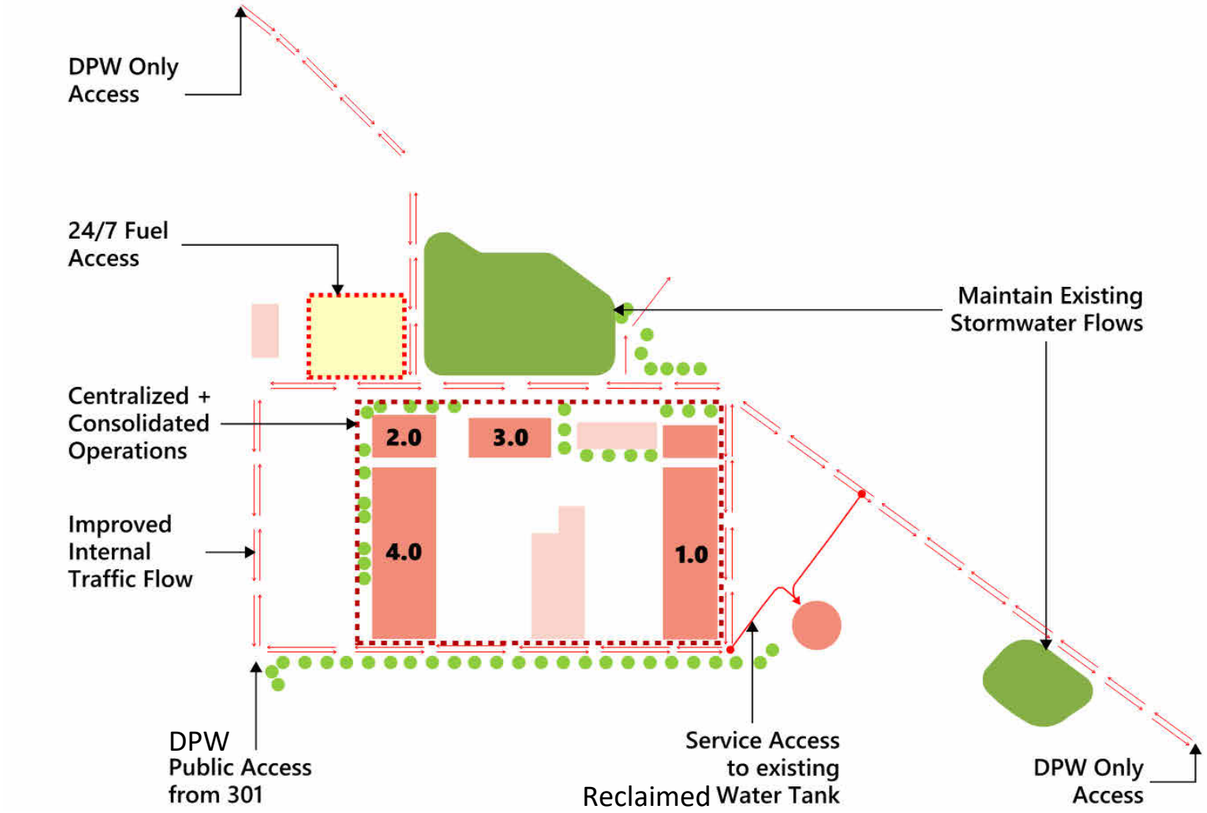
Consolidate and Maximize the Public Works Footprint
The master plan will focus on optimizing the use of the available 28-acre site by organizing buildings, yards, storage areas, and circulation zones to reduce redundant spaces and overlap between divisions. Strategic consolidation ensures that the facility uses the site to its fullest potential while reserving capacity for future growth and technological upgrades.

Minimize Internal Street Crossings Within the Public Works Area
The current layout forces vehicles and equipment to cross internal drives and operational paths multiple times each day, leading to congestion, inefficiencies, and safety hazards. The new master plan will establish dedicated circulation routes that separate heavy equipment and fleet movements from employee and visitor traffic. This improved internal traffic flow will enhance safety, reduce vehicle wear and fuel consumption, and streamline daily operations.

Provide 24/7 Access to Fuel
The master plan prioritizes the integration of secure, on-site fueling infrastructure that is available to the City 's fleet and emergency vehicles at all times. This capability is critical during emergencies, severe weather events, and after-hours operations when public fueling stations may be inaccessible or disrupted. A reliable, dedicated fueling facility will ensure uninterrupted service and response readiness.

Separate and Provide Direct Access to Solid Waste Operations
Solid Waste operations require large vehicles with frequent ingress and egress. The new design will provide a dedicated, direct access route for Solid Waste vehicles that avoids conflicts with other divisions ' traffic. This separation improves operational efficiency, reduces safety risks, and limits wear on internal drives that serve lighter-duty vehicles.

Establish Access from US-301
By introducing a new or improved access point from US-301, the master plan will strengthen the connection between the Public Works campus and the regional transportation network. This access is vital for large service vehicles and equipment deliveries, improving logistical efficiency while reducing impacts on local streets and adjacent neighborhoods.



Maintain Service Access to the Existing Water Tank
The City's reclaimed water storage tank is a critical utility asset that must remain fully accessible for maintenance, emergency response, and future upgrades. The master plan will preserve and enhance dedicated access routes to the tank to ensure uninterrupted service, maintain water supply infrastructure, and minimize operational disruptions.

Maintain Existing Stormwater Flows
Sustainable site development is a key principle of the master plan. The design will respect and maintain existing stormwater flow patterns while incorporating modern drainage and retention systems. These improvements will minimize environmental impacts, reduce flooding risks, and ensure compliance with regulatory requirements for stormwater management.

PROPOSED MASTER PLAN

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



LEGEND

- BUILDING
- COVERED STORAGE
- GREEN AREAS
- STORMWATER (DRY RETENTION)
- SIDEWALK
- ASPHALT
- SITE BOUNDARY
- FENCE LINE

1.0 FLEET / SMALL ENGINE
Buidling: *(37,812 SF)* Site: *(4.0 Acres)*

2.0 Solid Waste
Building: *(9,600 SF)* Site: *(3.8 Acres)*

3.0 Purchasing
Building: *(11,250 SF)* Site: *(1.0 Acres)*

4.0 Central Ops / Field Ops
Building: *(31,900 SF)* Site: *(1.05 Acres)*

- **Landscape & Grounds** Site: *(0.8 Acres)*
- **Street Drainage** Site: *(0.2 Acres)*
- **Water & Sewer** Site: *(0.4 Acres)*
- **Mechanical | Lift Stations** Site: *(0.2 Acres)*
- **Electrical/Facilities** Site: *(0.4 Acres)*
- **Central Ops** Site: *(0.04 Acres)*

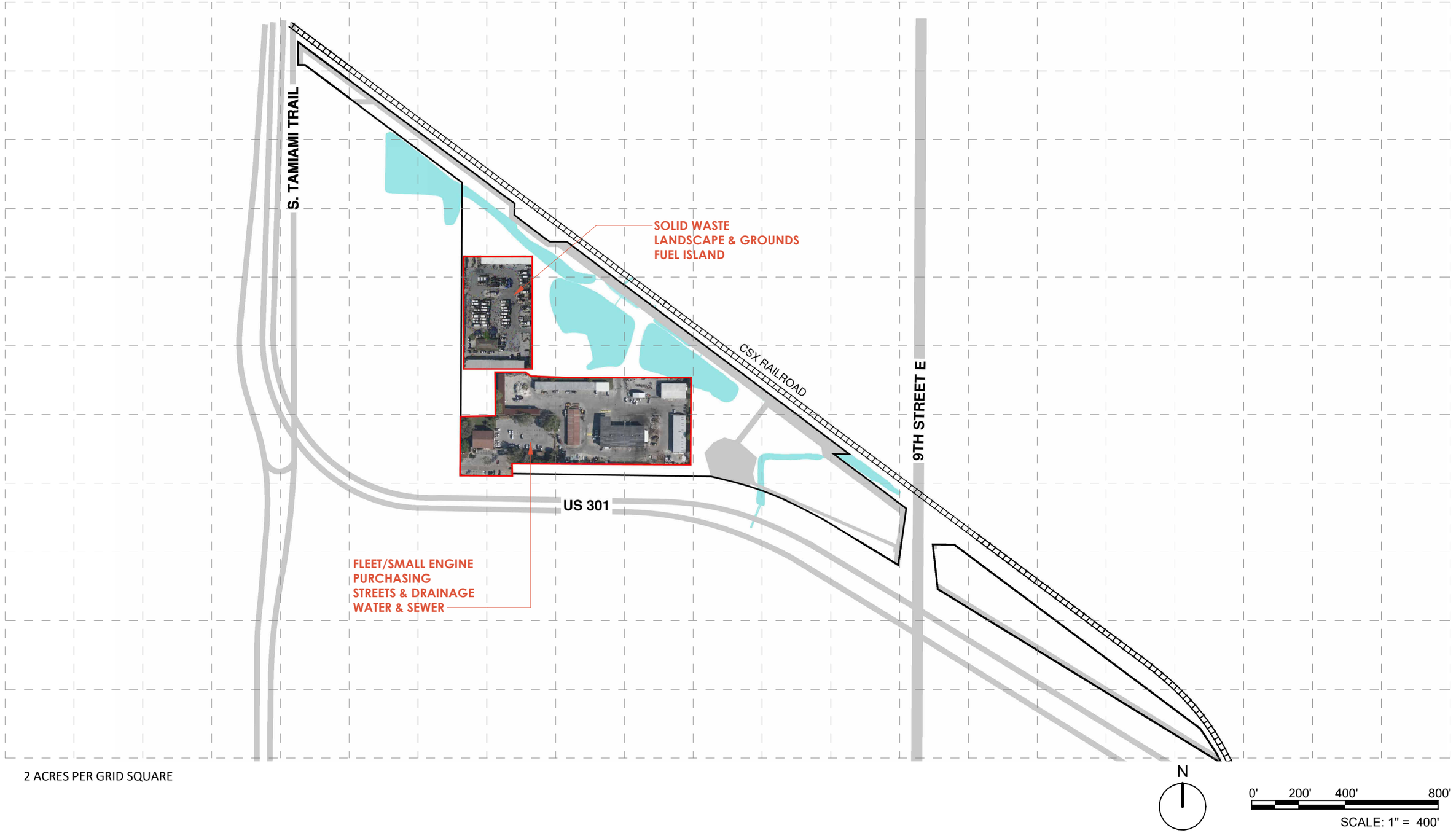
5.0 Fuel Island / Vehicle Wash
Site: *(0.8 Acres)*

N

0' 100' 200' 400'
SCALE: 1" = 200'

EXISTING VS. PROPOSED SITE COMPARISON

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



PROPOSED MASTER PLAN

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



LEGEND

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  Site: *(0.04 Acres)*

5.0 Fuel Island / Vehicle Wash
Site: *(0.8 Acres)*

N

0' 100' 200' 400'
SCALE: 1" = 200'

SITE RENDERING FROM NORTHWEST - 01

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



SITE RENDERING FROM SOUTHWEST - 02

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



City of Bradenton
Planning and Community Development Department
City Council Public Hearing
February 11, 2026

Staff Report

Resolution: 26-03
Case Number: PLN-SUP-25-0025
Applicant: City of Bradenton
Owner: City of Bradenton
Address: 1706 9th Street East
Parcel ID: 4633211009
Current Zoning: I (Industrial)
Future Land Use: I (Industrial)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: I (Industrial) & Manatee County
South: Manatee County
East: I (Industrial) & Manatee County
West: T4-O (General Urban Open) & Manatee County

Future Land Use: North: I (Industrial) & Manatee County
South: Manatee County
East: I (Industrial) & Manatee County
West: RESHIGH (High Density Residential) & Manatee County

REQUEST:

The City of Bradenton (applicant) is requesting Special Use approval to permit property located at 1706 9th Street East to be utilized as a Public Facility as defined in Chapter 10 of the Land Use Regulations.

> *"Public facility: Any plant or structure owned or proposed by a public agency, government body or public utility, but not including offices."*

The subject property will be the new location for the City of Bradenton's Public Works and Utilities Facility, which includes Fleet, Solid Waste, Purchasing, Field Operations (Landscape & Grounds, Street Drainage, Water & Sewer, Mechanical, Electrical, Facilities), Fueling Station, and a Vehicle Wash.

The city is currently engaged in developing a Master Site Plan for the property which details building sizes and locations, landscaping, parking, etc. Current conceptual renderings are attached under Exhibit "D".

Project construction is anticipated to start at the earliest in Summer of 2026, with buildout/completion taking approximately 4 years.

The relocation of Public Works & Utilities is due in part to a major redevelopment project planned on land adjacent to and in the vicinity of LECOM Park. This redevelopment project, known as City Park, is designed to elevate the City of Bradenton's reputation as a destination for Sports Tourism, while still providing essential services and support to underserved schools and neighborhoods in the city.

The following project description can be found on the city's website:

> *"The City Park project represents a significant milestone in Bradenton's forward-thinking vision. By blending recreation, community resources, and economic development, we are shaping Bradenton into an even more desirable place to live, work, and visit. Together, we are building a city that continues to grow while remaining true to its friendly spirit. City Park will enhance LECOM Park with the addition of a third baseball field, expanded parking, and upgraded facilities to host state, regional, and national baseball tournaments. These improvements will drive tourism, generate revenue for local businesses in Bradenton and Manatee County, and further revitalize the downtown area, all while preserving the historical significance of City Park Field, which dates back over a century. The vision of the project extends beyond sports. Plans include a Community Resource Center, which will offer essential services and support to underserved schools and neighborhoods in our community. The facility will house athletic programs, child and adult education, career development initiatives, and family support services. This is in partnership with the City of Bradenton, Manatee County Government, School District of Manatee County, and the Police Athletic League (PAL)."*

According to Schedule 3.2.1.2 of the Land Use Regulations, a Public Facility is listed as a Special Use, which requires Planning Commission review and City Council approval:

SCHEDULE 3.2.1.2 PERMITTED AND SPECIAL USES MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS	I	
USE	P	SU
PUBLIC FACILITES		X

On July 23, 2025, City Council approved the voluntary annexation (Ord. 4061) of the subject property which is approximately 28.31 acres in size. The annexation was followed by a Zoning Atlas Amendment (Ord. 4063) and Comprehensive Map Amendment (Ord. 4062), both approved on August 13, 2025. The Zoning Atlas and Comprehensive Map Amendments placed Industrial "I" zoning on the property as both the current zoning and future land use classifications.

COMPREHENSIVE PLAN:

Objective 1.2: Future Land Use Map
To guide the location of new development and redevelopment in a manner conducive to compatibility of land uses, sensitive to natural resources and natural hazards and consistent with the availability of public facilities.

> Policy 1.2.1: Establish a Future Land Use Map
> The Future Land Use Map shall govern the use of land in the City of Bradenton, defining types and intensities of uses within each category, and is hereby adopted as part of this Comprehensive Plan. The following future land use categories are established:
>
> > Industrial
> > Provides an economic engine that allows for heavy commercial, industrial, offices, warehouses that also include light and heavy manufacturing, automotive uses, outdoor storage, amusement establishments, educational facilities, service and equipment, laboratories. Ancillary facilities to support the various uses may also be provided in the industrial areas.
> >
> > Maximum floor area ratio: 1. 0

LAND USE REGULATIONS:

Section 3.3 – Special Use Permits

Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if in the specific instance the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The special use permit is valid for the property on which

it is issued for as long as the conditions are met, unless the approval stipulates otherwise. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure. Special use permit applications shall be reviewed using the following:

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

Staff Response: As final plans for the property are created, city staff will ensure that all Industrial zoning regulations are met.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

Staff Response: As final plans for the property are created, city staff will ensure that all Industrial zoning regulations are met, including the 10-ft. landscape separation.

REVIEW CRITERIA:

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required

for the specific zone may be required to lessen the effect of the use on neighboring properties.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

Please see submitted application materials for the applicant's responses.

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: Ingress and egress to the property will be reviewed and approved by the proper agencies including the County and FDOT.

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: Design and layout of the property is being done so any impacts will be minimal and not negatively impact adjoining properties. Any potential negative impact should be minimal as US 301 borders on the south, Tropicana and a rail line to the north, commercial (Red Barn) to the west, and city property and Tropicana to the east.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

   Staff Response: As the property is developed, Public Works & Utilities will review the location of all refuse service area. With adjoining uses being US 301, Tropicana, Red Barn,

rail line, and city owned property; any impact to others should be minimal.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: Utilities currently serve the property but as the property develops, if any additional utilities are required, they will be installed in a manner compatible with surrounding properties.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

   Staff Response: As the property is developed, all city zoning regulations will be met including buffering and separation to minimize any negative impacts the use of the property may have on adjoining properties.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

   Staff Response: Any lighting or signage shall be in accordance with the City of Bradenton's requirements. If additional lighting or signage is proposed, review during the Site Improvement Permit (SIP) and building permit process will ensure compliance with applicable standards.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

   Staff Response: With development planned for the property, it should enhance the area that is currently industrial in nature.

h. Adequacy of land and/or building which are to be used.

   Staff Response: Uses listed under the Public Facility definition are planned to be on the property and such uses are industrial in nature and will be compatible with the current built environment.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: Compared to Tropicana who has a heavy manufacturing processing plant on the adjoining property, any city uses planned for the subject property will have a lesser impact on adjacent properties.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

Staff Response: By redeveloping the property, environmental quality should be improved, and any future uses will need to follow all State and Federal regulations.

k. Consistency with the city's comprehensive plan.

Staff Response: The plan has been to redevelop the property to accommodate future city uses, therefore the Industrial future land use category was selected during the annexation process.

STAFF COMMENTS:

1. City Council is encouraged to evaluate the request based on the criteria provided, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations along with the Future Land Use Element of the Comprehensive Plan.

Planning Commission met on January 21, 2026, and recommended to City Council **Approval** (vote 5-0) of Resolution 26-03, Case PLN-SUP-25-0025; as submitted.

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit “A”: Location Map

Exhibit “B”: Future Land Use Map

Exhibit “C”: Zoning Map

Exhibit “D”: Conceptual Site Plan

EXHIBIT "A"
Location Map

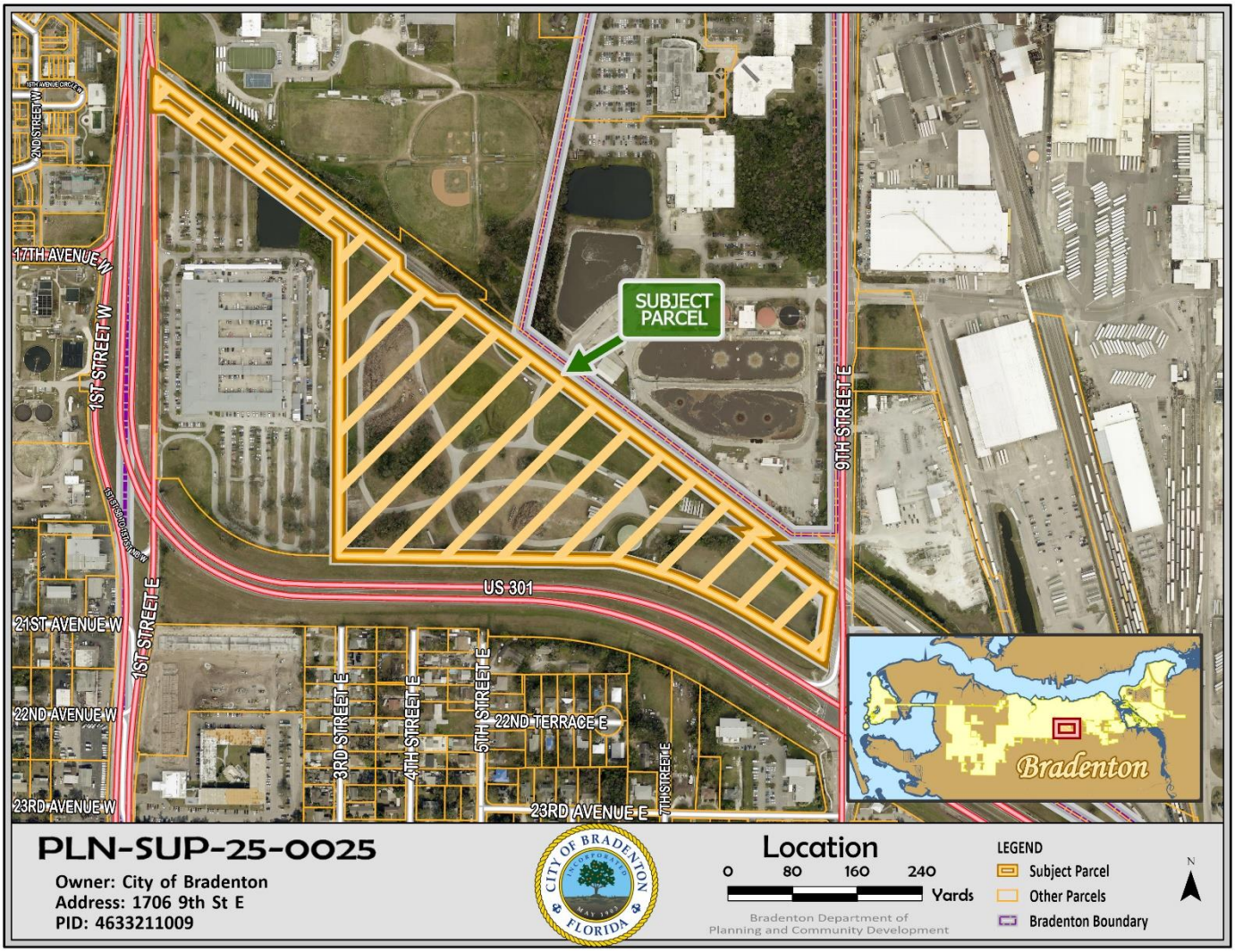

EXHIBIT "B"
Future Land Use Map

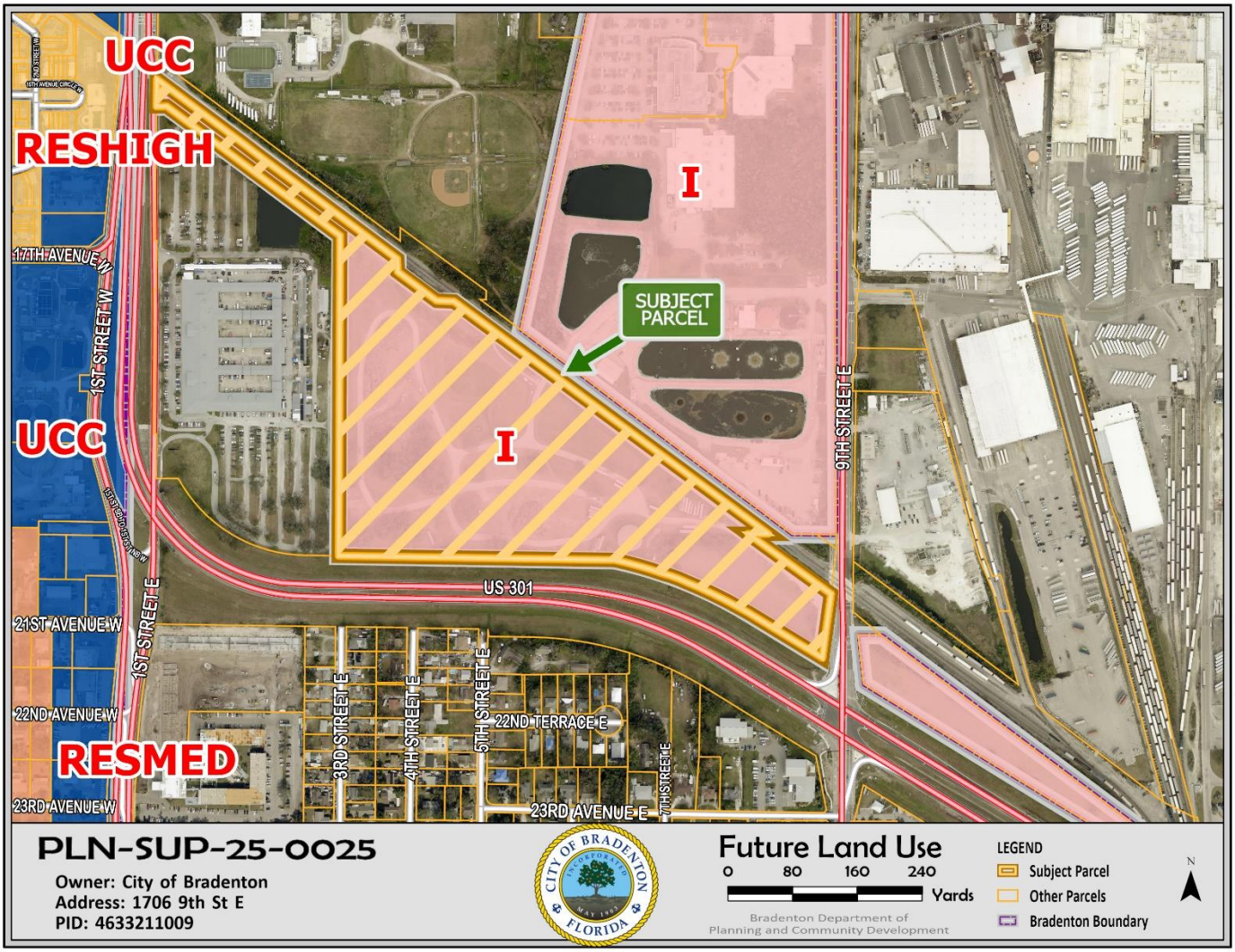

EXHIBIT "C"
Zoning Map

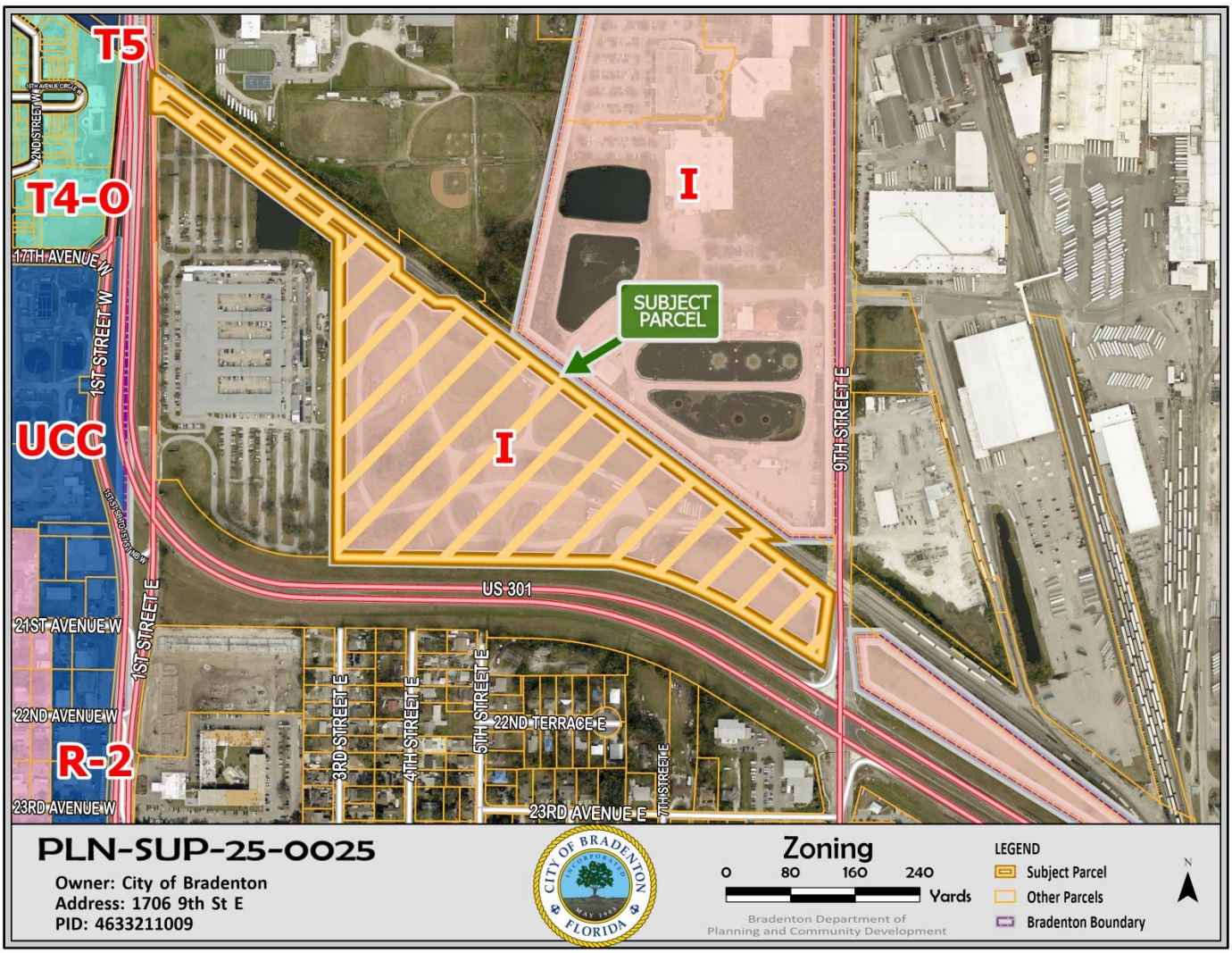

EXHIBIT "D"
Conceptual Site Plan

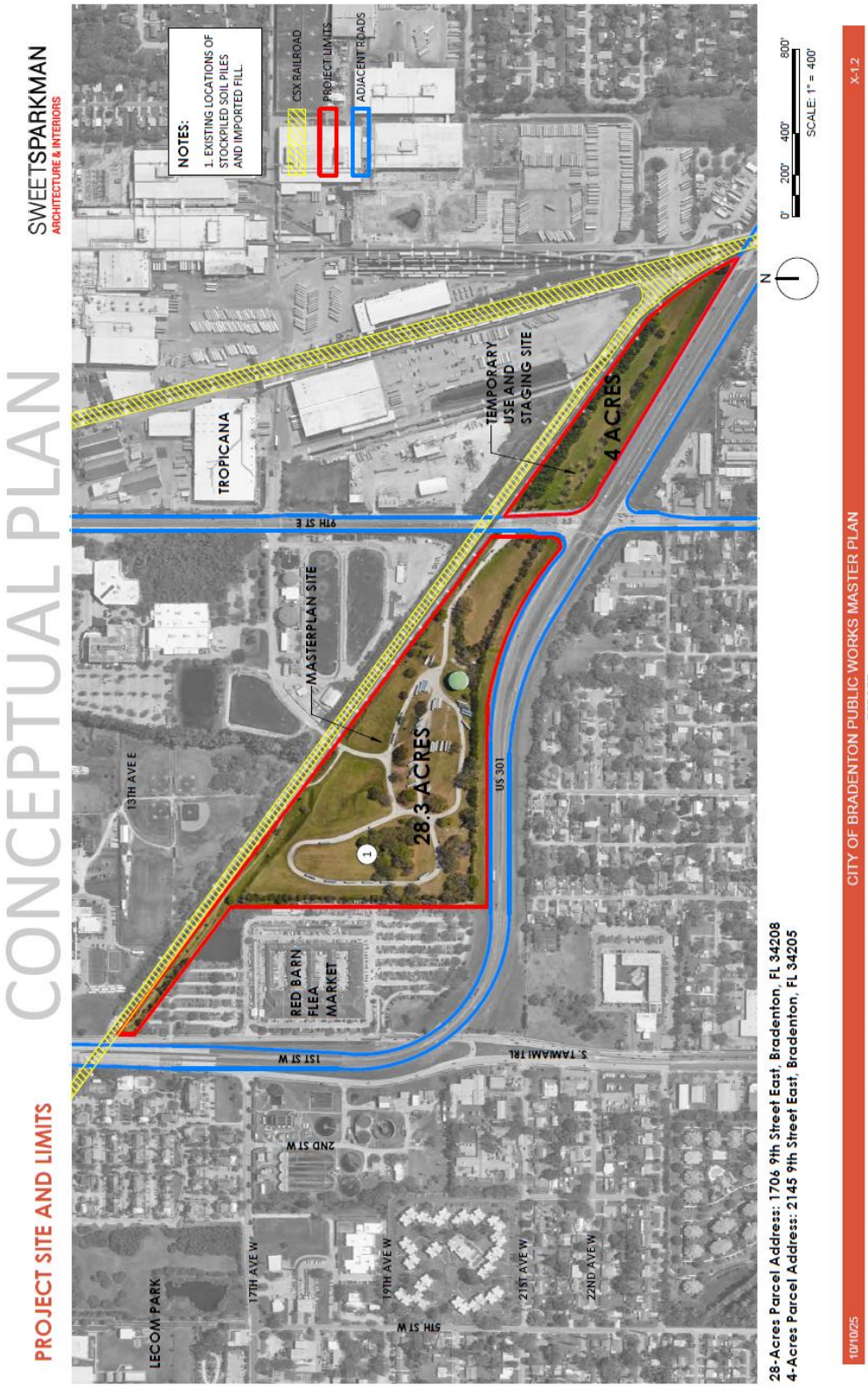

EXHIBIT "D"
Conceptual Site Plan

SITE DEVELOPMENT GUIDELINES

CONCEPTUAL PLAN

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

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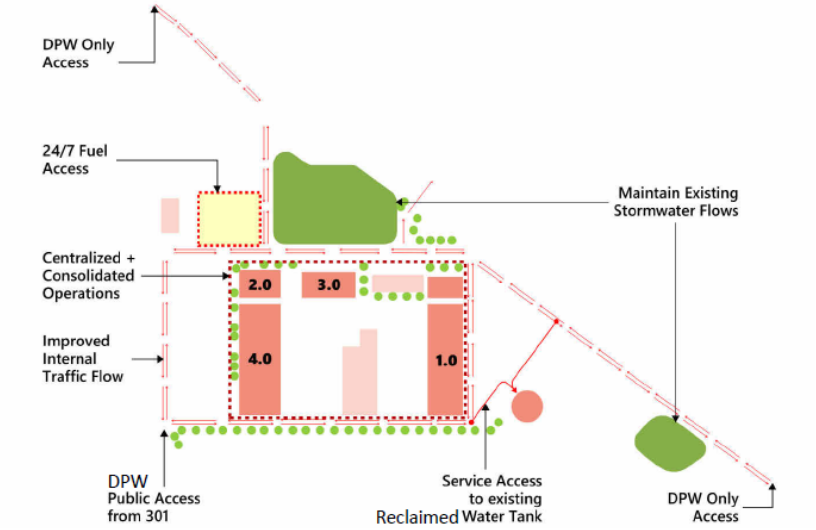
The current layout forces vehicles and equipment to cross internal drives and operational paths multiple times each day, leading to congestion, inefficiencies, and safety hazards. The new master plan will establish dedicated circulation routes that separate heavy equipment and fleet movements from employee and visitor traffic. This improved internal traffic flow will enhance safety, reduce vehicle wear and fuel consumption, and streamline daily operations.

Provide 24/7 Access to Fuel
The master plan prioritizes the integration of secure, on-site fueling infrastructure that is available to the City 's fleet and emergency vehicles at all times. This capability is critical during emergencies, severe weather events, and after-hours operations when public fueling stations may be inaccessible or disrupted. A reliable, dedicated fueling facility will ensure uninterrupted service and response readiness.

Separate and Provide Direct Access to Solid Waste Operations
Solid Waste operations require large vehicles with frequent ingress and egress. The new design will provide a dedicated, direct access route for Solid Waste vehicles that avoids conflicts with other divisions' traffic. This separation improves operational efficiency, reduces safety risks, and limits wear on internal drives that serve lighter-duty vehicles.

Establish Access from US-301
By introducing a new or improved access point from US-301, the master plan will strengthen the connection between the Public Works campus and the regional transportation network. This access is vital for large service vehicles and equipment deliveries, improving logistical efficiency while reducing impacts on local streets and adjacent neighborhoods.



Maintain Service Access to the Existing Water Tank
The City's reclaimed water storage tank is a critical utility asset that must remain fully accessible for maintenance, emergency response, and future upgrades. The master plan will preserve and enhance dedicated access routes to the tank to ensure uninterrupted service, maintain water supply infrastructure, and minimize operational disruptions.

Maintain Existing Stormwater Flows
Sustainable site development is a key principle of the master plan. The design will respect and maintain existing stormwater flow patterns while incorporating modern drainage and retention systems. These improvements will minimize environmental impacts, reduce flooding risks, and ensure compliance with regulatory requirements for stormwater management.

EXHIBIT "D"
Conceptual Site Plan



EXHIBIT "D"
Conceptual Site Plan

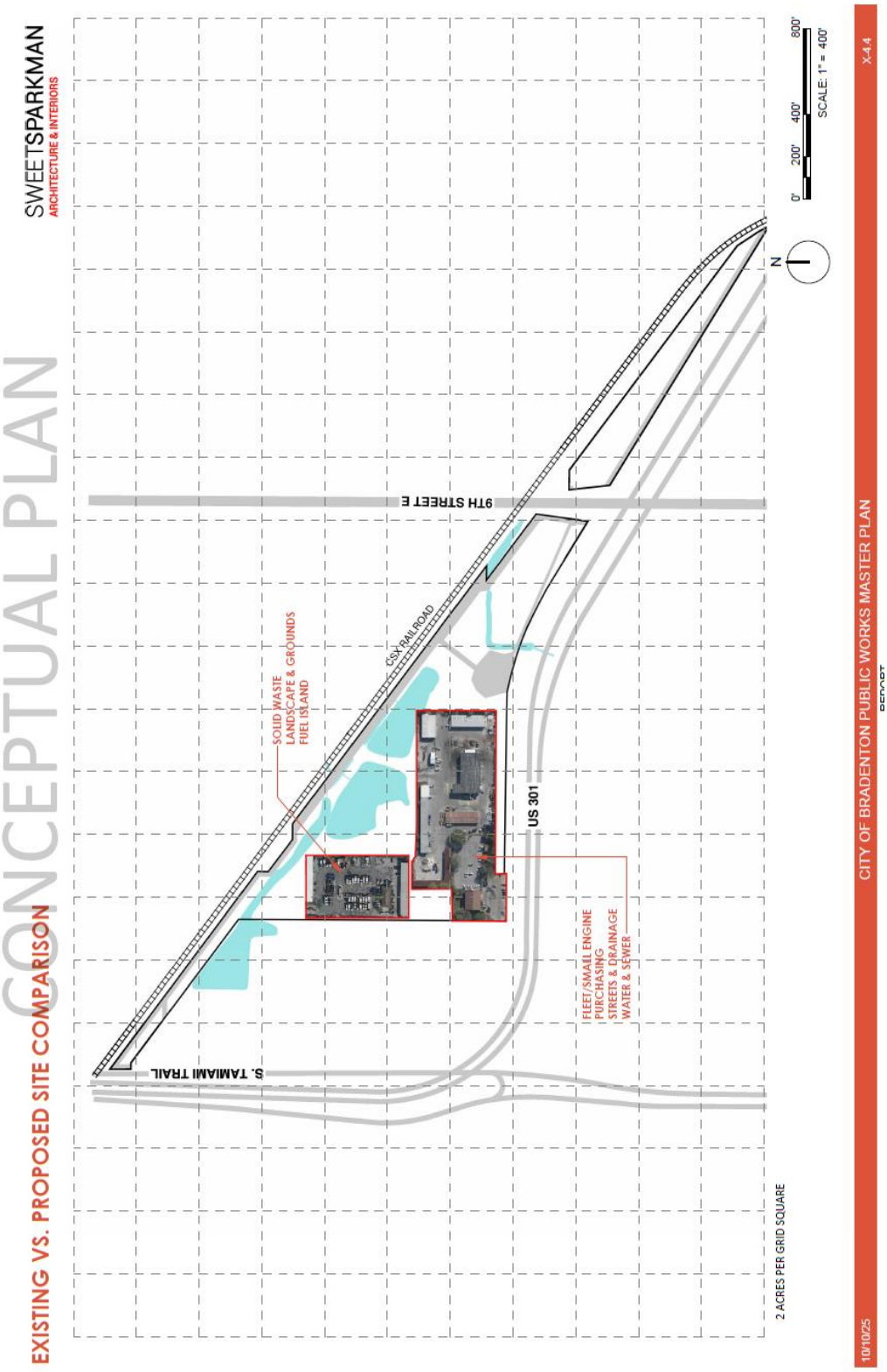


EXHIBIT "D"
Conceptual Site Plan



EXHIBIT "D"
Conceptual Site Plan

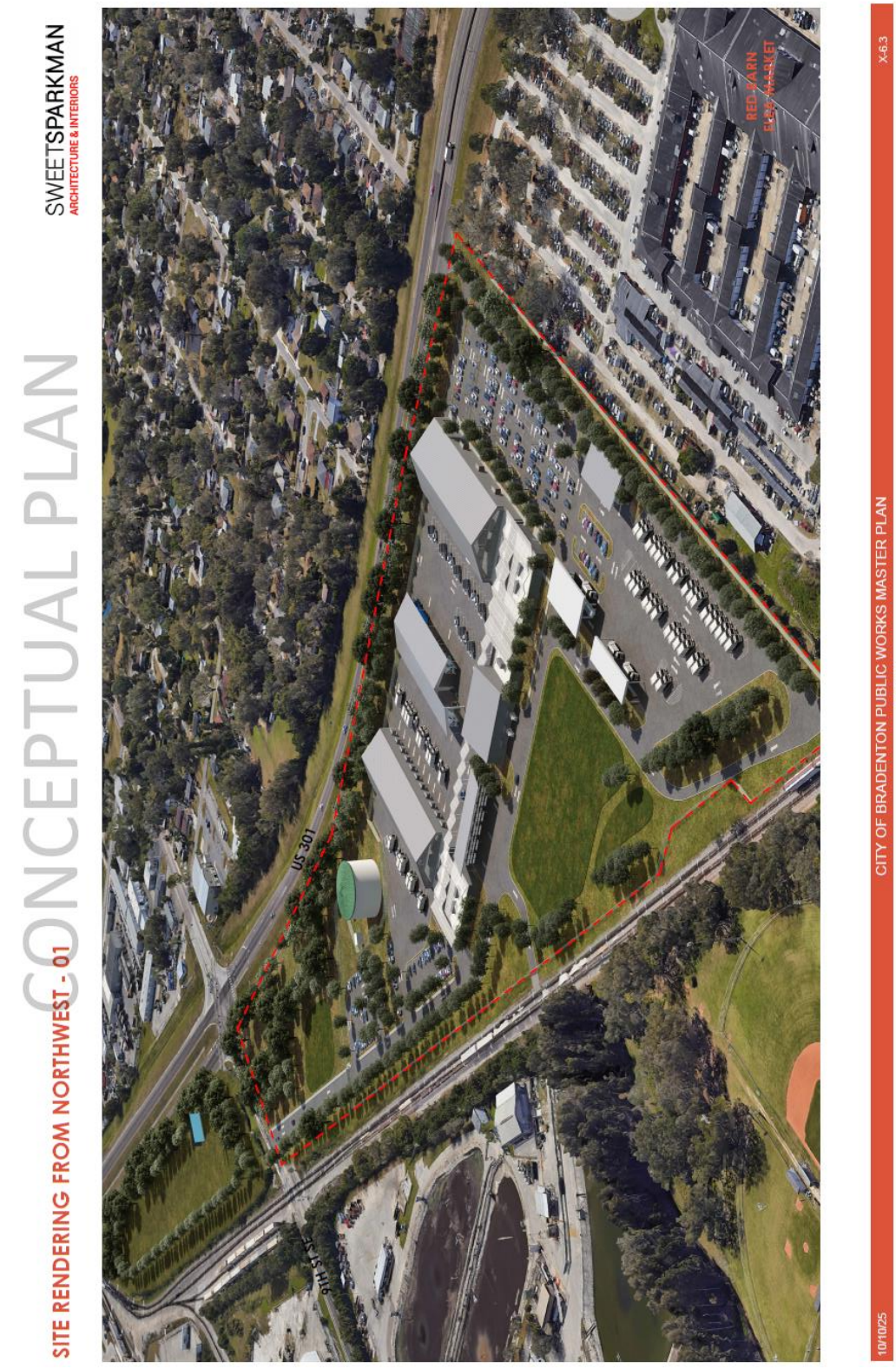


EXHIBIT "D"
Conceptual Site Plan



City Council
February 11, 2026

Resolution 26-03| Case PLN-SUP-25-0025

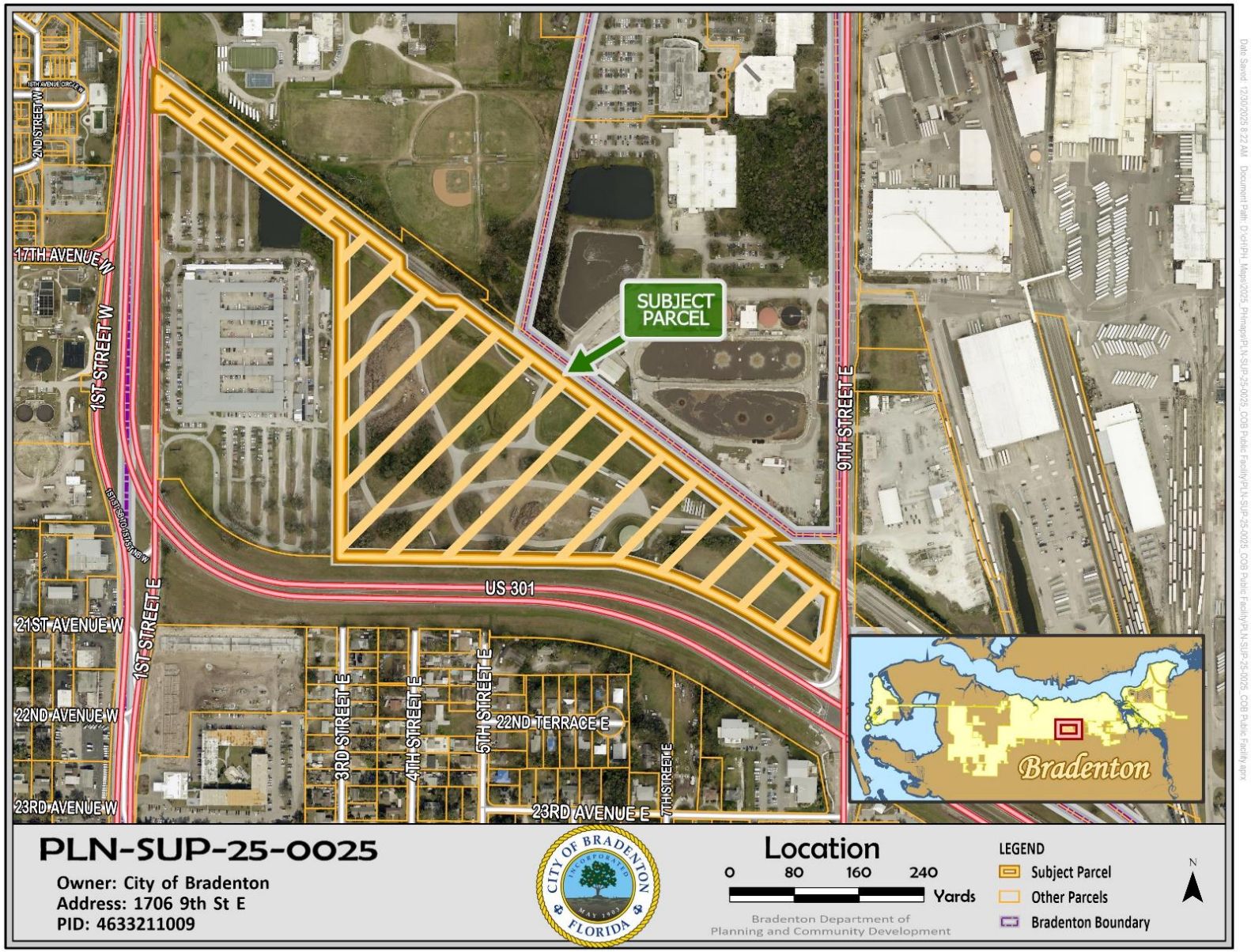
Special Use request to allow a Public Facility to be located at
1706 9th Street East

Staff Contact: Greg DeLong; Asst. Director of PCD

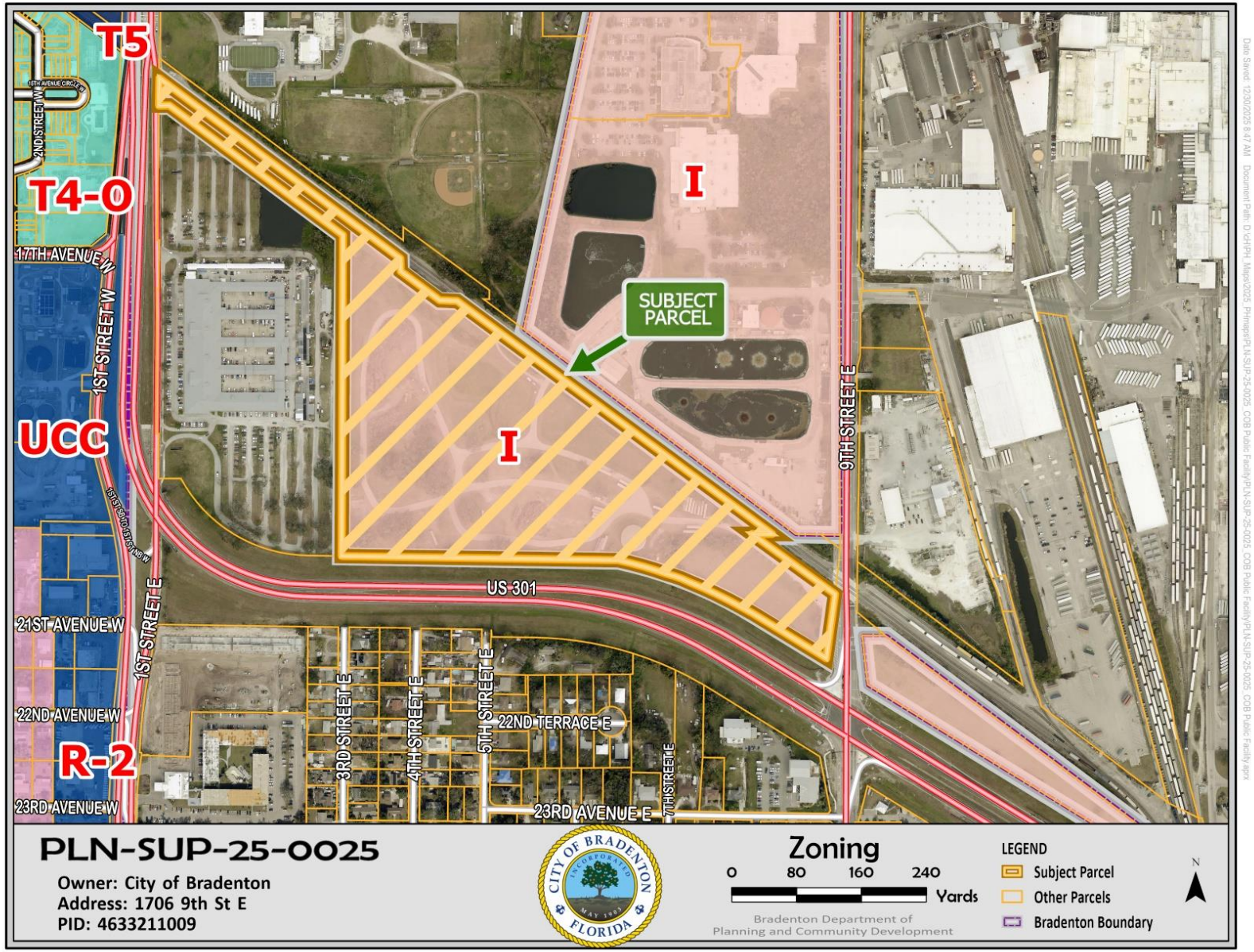
Case Information

- Applicant: City of Bradenton (Owner)
- Address: 1706 9th Street East
- Parcel ID No: 4633211009
- Acreage: 28.31 acres (approx.)
- Current Zoning: I (Industrial)
- FLUM Zoning: I (Industrial)
- Flood Zone: X
- Existing Use: Vacant / Former Trailer Storage
- Purpose: Special Use approval to allow for the property to be used as a Public Facility

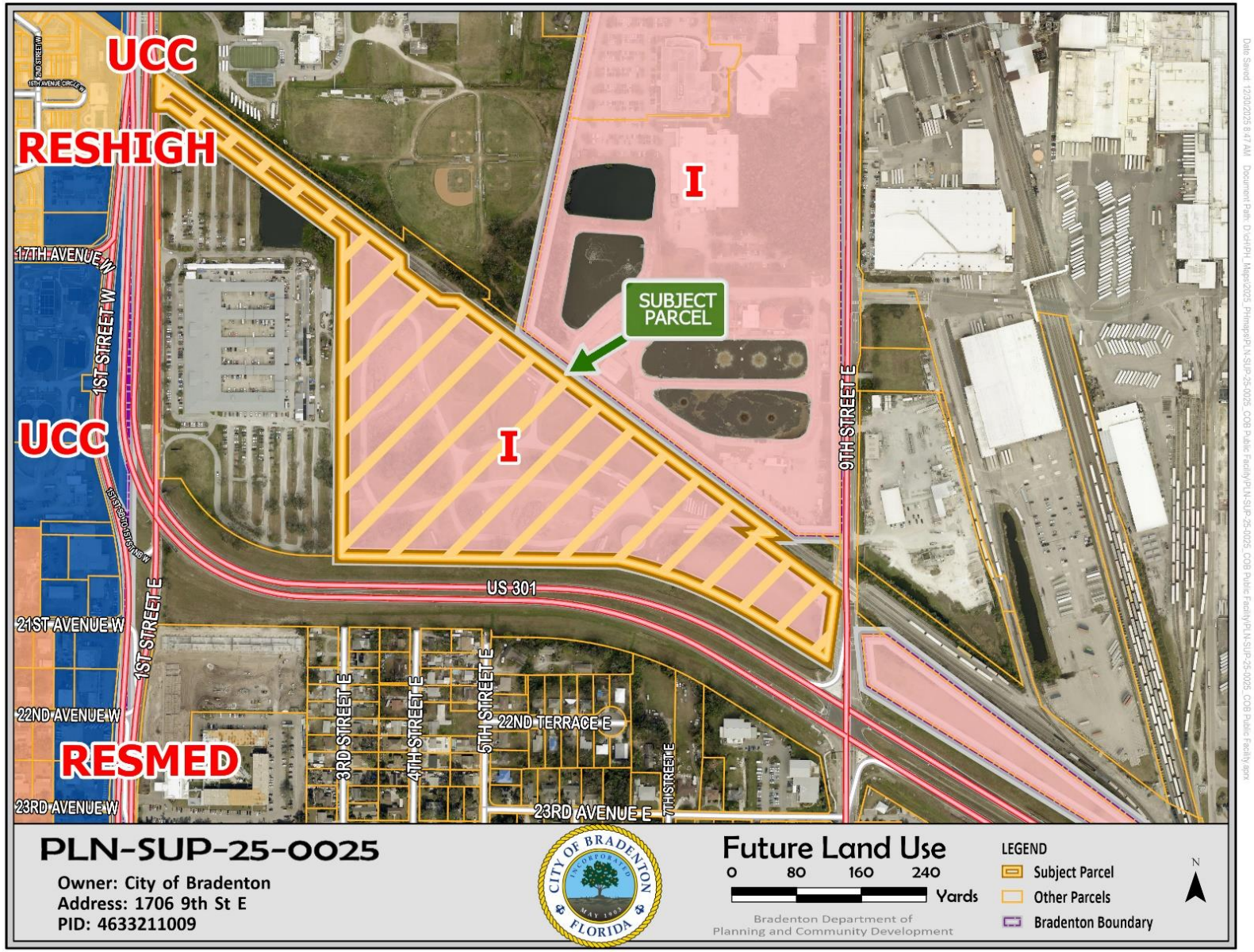
Location Map



Zoning Map


T5
T4-0
UCC
R-2
I
I
SUBJECT PARCEL
17TH AVENUE W
1ST STREET W
2ND STREET W
18TH AVENUE CIRCLE W
16TH STREET W
21ST AVENUE W
22ND AVENUE W
23RD AVENUE W
1ST STREET E
US 301
9TH STREET E
3RD STREET E
4TH STREET E
5TH STREET E
7TH STREET E
22ND TERRACE E
23RD AVENUE E
PLN-SUP-25-0025
Owner: City of Bradenton
Address: 1706 9th St E
PID: 4633211009
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Zoning
0 80 160 240
Yards
Bradenton Department of
Planning and Community Development
LEGEND
Subject Parcel
Other Parcels
Bradenton Boundary
N

Future Land Use Map



Summary of Proposed Request

- Special Use request to use the property for a Public Facility

- Public Facility is defined in the Land Use Regulations as:
  "Any plant or structure owned or proposed by a public agency, government body or public utility, but not including offices."

- Schedule 3.2.1.2 of the Land Use Regulations list Public Facilities as a Special Use

SCHEDULE 3.2.1.2 PERMITTED AND SPECIAL USES MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS	**I**	
USE	P	SU
PUBLIC FACILITIES		X

Summary of Proposed Request

- Property will be the new location for the City of Bradenton's Public Works & Utilities Department, which includes:
  - Fleet
  - Solid Waste
  - Purchasing
  - Field Operations
  - Landscape & Grounds
    - Street Drainage
    - Water & Sewer
    - Mechanical
    - Electrical
    - Facilities
  - Fueling Station
  - Vehicle Wash

Summary of Proposed Request

- City is currently engaged in developing a Master Site Plan for the property
  - Building sizes and locations
  - Landscaping
  - Parking

- Project construction is anticipated to start in summer 2026, with buildout/completion taking approximately 4 years

- Relocation of the Public Works & Utilities Department is due to a major redevelopment project planned for the area around LECOM Park

- Redevelopment project is called City Park
  - Designed to elevate Bradenton's reputation as a destination for Sports Tourism
  - Increase economic development opportunities
  - Provide essential services and support to underserved schools and neighborhoods
  - Information about City Park: https://cityofbradenton.com/citypark

Property History

- Previously owned by Tropicana Holding Company Inc.
- May 14, 2025: City purchased the property
- July 23, 2025: City Council approved a voluntary annexation (Ord. 4061)
- August 13, 2025: City Council approved a Comprehensive Map Amendment (Ord. 4062) and Zoning Atlas Amendment (Ord. 4063)
  - Placed Industrial (I) zoning on the land and as the Future Land Use classification

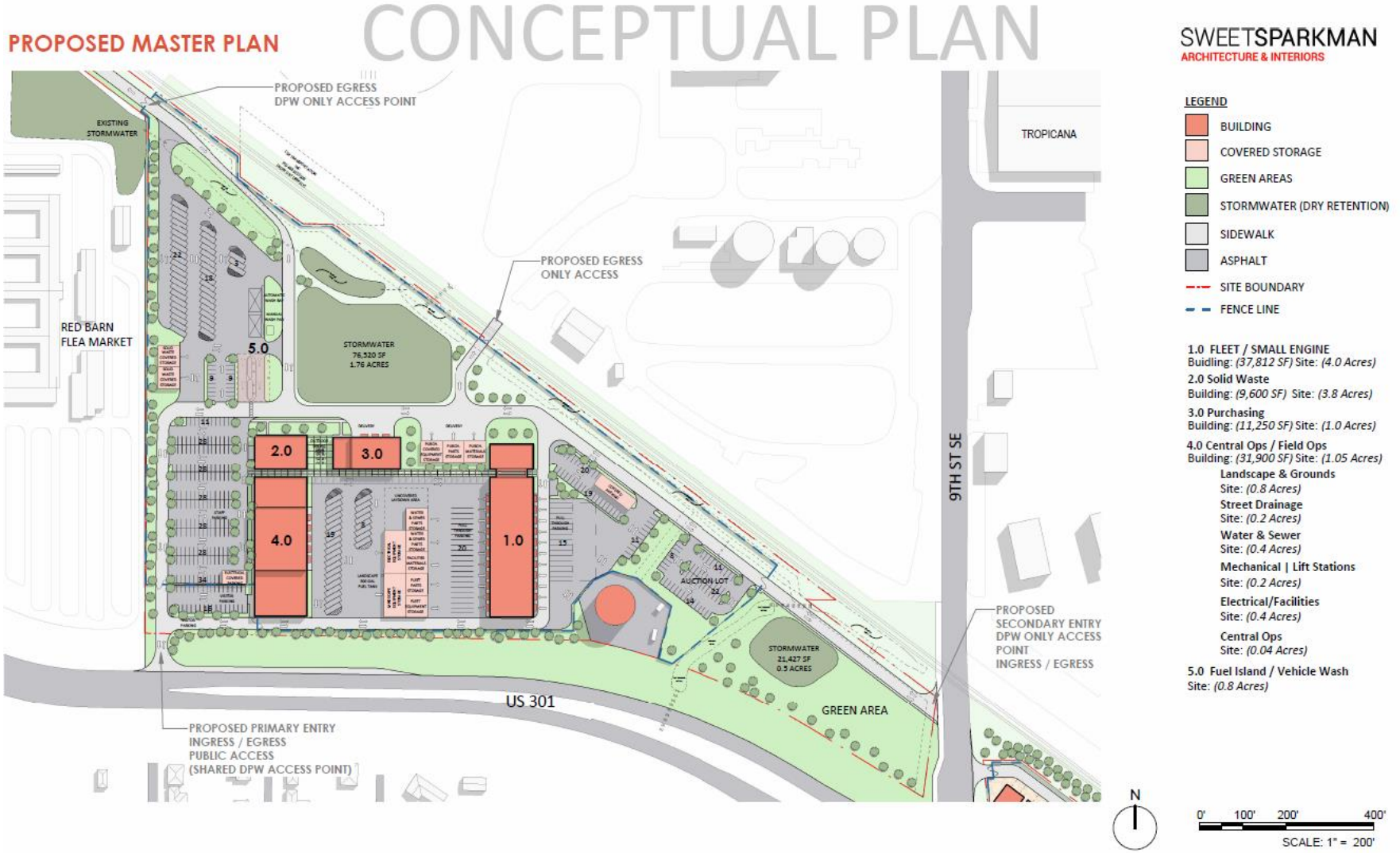
Summary of Proposed Request



Aerial photo looking north (source Google Earth)

Summary of Proposed Request

- Conceptual Site Plan



Summary of Proposed Request

- Conceptual Site Plan (Looking Southeast)



Summary of Proposed Request

- Conceptual Site Plan (Looking Northeast)



Summary of Proposed Request



Looking west/northwest from property



Looking west from property

Summary of Proposed Request



Looking west from property



Looking southwest from property towards US 301

Summary of Proposed Request



Looking north from property

Comprehensive Plan (Future Land Use Element)

Objective 1.2: Future Land Use Map

To guide the location of new development and redevelopment in a manner conducive to compatibility of land uses, sensitive to natural resources and natural hazards and consistent with the availability of public facilities.

Policy 1.2.1: Establish a Future Land Use Map

The Future Land Use Map shall govern the use of land in the City of Bradenton, defining types and intensities of uses within each category, and is hereby adopted as part of this Comprehensive Plan. The following future land use categories are established:

Industrial

Provides an economic engine that allows for heavy commercial, industrial, offices, warehouses that also include light and heavy manufacturing, automotive uses, outdoor storage, amusement establishments, educational facilities, service and equipment, laboratories. Ancillary facilities to support the various uses may also be provided in the industrial areas.

Land Use Regulations

Section 3.3 – Special Use Permits

Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if in the specific instance the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The special use permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure. Special use permit applications shall be reviewed using the following:

Land Use Regulations (General Standards)

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

- 3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.
- 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.
- 3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

** General Standards appear to be met on the Concept Plan and will be met on future plans

Land Use Regulations (Review Criteria)

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

- 3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
- 3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.
- 3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.
- 3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

** Review Criteria appears to be met on the Concept Plan and will be met on future plans

Land Use Regulations (Review Criteria)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application (responses to the following criteria can be found in the submitted staff report):

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.
F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Review Criteria (LURs) - Continued

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

** It appears that the Review Criteria under Section 3.3.2.5 (a - k) is met.

City Council Consideration

Resolution 26-03 | Case PLN-SUP-25-0025

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission met on January 21, 2026, and recommended to City Council **Approval** (vote 5-0) of Resolution 26-03, Case PLN-SUP-25-0025; as submitted.

Questions?

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: February 11, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Resolution

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

SUBJECT: **Quasi-Judicial:** RESOLUTION 26-04 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0023 TO OPERATE A DRIVE THRU SERVICE STATION/REPAIR FACILITY IN THE SCC (SUBURBAN COMMERCIAL CORRIDOR) ZONING DISTRICT FOR PROPERTY LOCATED AT 3511 MANATEE AVENUE WEST, BRADENTON, FL (PARCEL 3677000006) BRADENTON, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to either approve or deny Resolution 26-04. If the action is to recommend approval, staff recommends the following stipulation be applied to the approval: During the Site Improvement Permitting phase, the site plan shall be reviewed for compliance with the Florida Fire and Building Codes and with City of Bradenton Land Use regulations, as applicable.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant is requesting a Special Use permit for the purpose of operating a drive-thru service station/repair facility in the Suburban Commercial Corridor

(SCC) zoning district at the property located at 3511 Manatee Avenue West.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Resolution 26-04 with the stipulation recommended by staff.

ATTACHMENTS:
Resolution 26-04
Application Materials
Staff Report

CITY OF BRADENTON
RESOLUTION 26-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-25-0023 TO OPERATE A DRIVE THRU SERVICE STATION/REPAIR IN THE SCC (SUBURBAN COMMERCIAL CORRIDOR) ZONING DISTRICT FOR PROPERTY LOCATED AT 3511 MANATEE AVENUE WEST, BRADENTON, FL (PARCEL 3677000006) BRADENTON, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, MANATEE TAKE 5 LLC (the "Property Owner"), owns the property located at 3511 Manatee Avenue West (parcel ID 3677000006) Bradenton, Florida, more particularly described in Exhibit "A" (the "Property"), and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Suburban Commercial Corridor (SCC); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the Suburban Commercial Corridor (SCC) zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations Table 3.2.1.2 identifies uses in the SCC zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations Table 3.2.1.2 identifies Service Station/Repair Facilities as a Special Use in the SCC zoning district; and

WHEREAS, Herb Green, agent for the Property Owner submitted an application for a Special Use Permit to operate a Service Station/Repair Facility; and

WHEREAS, the Planning Commission held a noticed public hearing on January 21, 2026 at which the Board received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on February 11, 2026, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

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

b. The Property Owner is requesting approval of a Special Use Permit to operate a Service Station/Repair Facility as generally shown on the Conceptual Site Plan attached hereto as Exhibit "B".

c. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

d. The Planning Commission recommended approval with the stipulations recommended by Staff.

The proposed use with stipulations meets Section 3.3.2 of the Land Use Regulations, as further described below.

a. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
b. Access point are provided on two frontages and located so as to best suit the use and property.
c. All buildings are located an adequate distance from property lines and streets.
d. Any nuisance or hazardous feature of the use is adequately screened, buffered or separated.
e. Adequate ingress and egress to property and proposed structures, with particular regard for automobiles and pedestrian safety and convenience, and emergency access, are provided.
f. Off-street parking and loading areas are appropriately located and designed There will be no smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
g. Refuse and service areas are appropriately located and designed to address availability, adequacy and effect upon surrounding properties.
h. Utilities are available and adequate to serve the property in a similar manner to surrounding properties.
i. Sufficient screening is provided to protect surrounding properties from view of the premises; and internal noises from the use.
j. Proposed signage and exterior lighting adequately address glare, traffic safety and compatibility and harmony with surrounding properties.
k. The proposed use does not hinder the development of nearby vacant properties or adversely affect their economic value.
l. The land and/or building which are to be used are adequate.
m. The use is generally compatible with adjacent properties and other property in the district, including proposed hours of operation.
n. The proposed use will not adversely affect the environmental quality of the district.
o. The proposed use is consistent with the City's Comprehensive Plan.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow a Service Station/Repair Facility as generally shown on the conceptual Site Plan attached hereto as Exhibit "B", with the following stipulations:

1. During the Site Improvement Permitting phase, the site plan shall be reviewed for compliance with the Florida Fire and Building Codes and with City of Bradenton Land Use regulations, as applicable.

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Resolution which shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall be effective upon adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING BY THE CITY COUNCIL OF THE CITY OF BRADENTON this 11TH DAY OF FEBRUARY, 2026.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

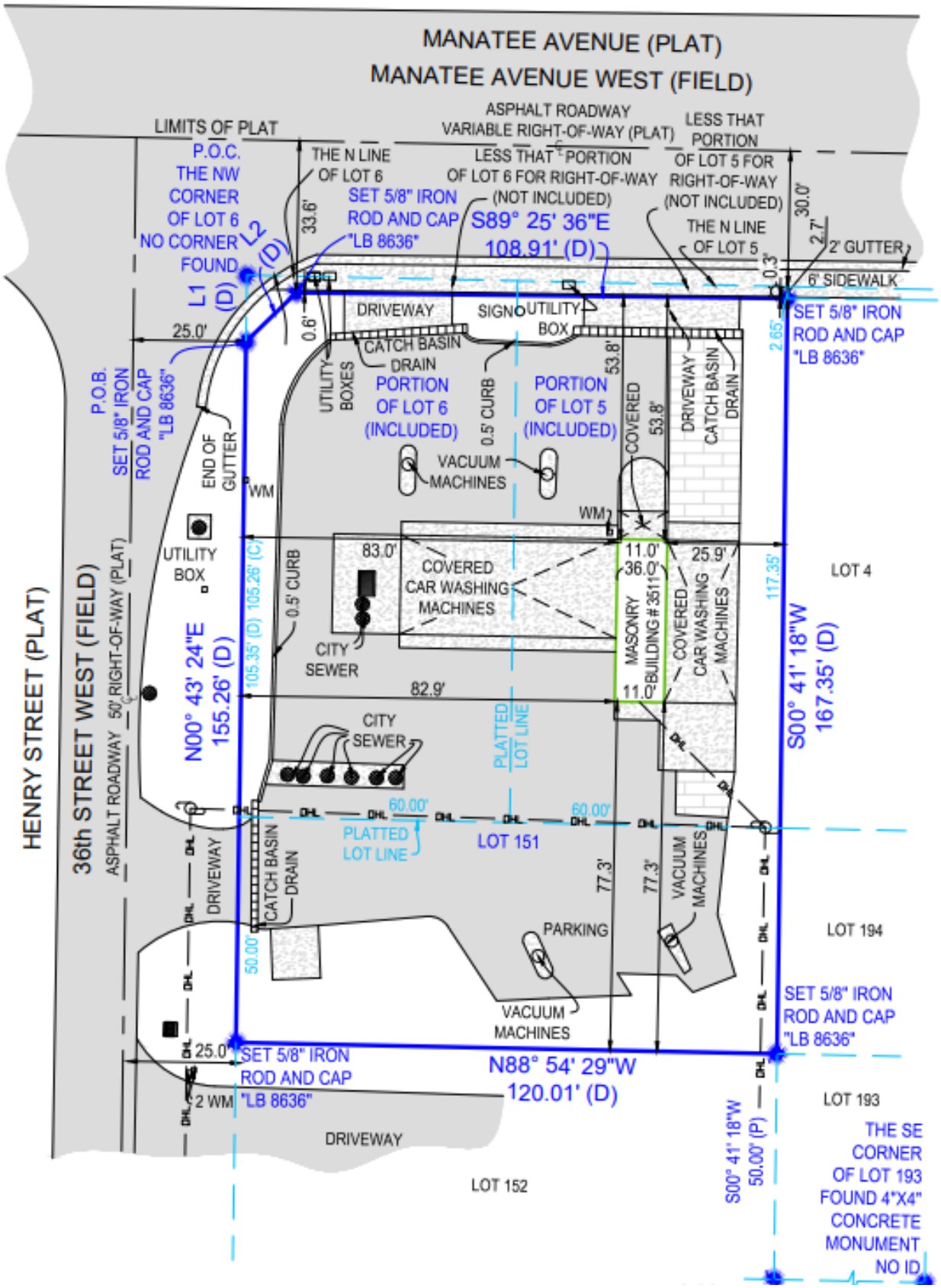
APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT A

A PORTION OF LOTS 5 & 6 AND ALL OF LOT 151, ROSEDALE SUB, MORE PARTICULARLY DESC AS FOLLOWS: COM AT THE NW COR OF SD LOT 6; TH S 00 DEG 43 MIN 24.11 SEC W, ALG THE W LN OF SD LOT 6, 14.65 FT FOR A POB; SD PT BEING ON THE ELY R/W LN OF 36TH ST W, (50 FT WIDE); TH N 45 DEG 38 MIN 53.61 SEC E, 15.58 FT TO THE SLY R/W LN OF MANATEE AVE (SR 64), 35 FT FROM THE SURVEY LN OF SR 64; TH S 89 DEG 25 MIN 36.89 SEC E, ALG SD R/W LN, 108.91 FT TO THE E LN OF SD LOT 5; TH S 00 DEG 41 MIN 20 SEC W, ALG SD E LN OF LOT 5, 167.35 FT TO THE SE COR OF SD LOT 151; TH N 88 DEG 54 MIN 29.13 SEC W, ALG S LN OF SD LOT 151, 120.01 FT TO SD ELY R/W LN OF 36TH ST W; TH N 00 DEG 43 MIN 24.11 SEC E, ALG SD R/W LN, 155.26 FT TO THE POB (1258/2761) PI#36770.0000/6.

EXHIBIT B


MANATEE AVENUE (PLAT)
MANATEE AVENUE WEST (FIELD)
ASPHALT ROADWAY
VARIABLE RIGHT-OF-WAY (PLAT)
LIMITS OF PLAT
P.O.C.
THE NW
CORNER
OF LOT 6
NO CORNER
FOUND
L1 (D)
L2 (D)
THE N LINE
OF LOT 6
33.6'
SET 5/8" IRON
ROD AND CAP
"LB 8636"
LESS THAT PORTION
OF LOT 6 FOR RIGHT-OF-WAY
(NOT INCLUDED)
S89° 25' 36"E
108.91' (D)
LESS THAT
PORTION
OF LOT 5 FOR
RIGHT-OF-WAY
(NOT INCLUDED)
THE N LINE
OF LOT 5
30.0'
2.7'
2' GUTTER
0.3'
6' SIDEWALK
SET 5/8" IRON
ROD AND CAP
"LB 8636"
2.65'
DRIVEWAY
SIGN
UTILITY
BOX
0.6'
25.0'
CATCH BASIN
DRAIN
UTILITY
BOXES
P.O.B.
SET 5/8" IRON
ROD AND CAP
"LB 8636"
PORTION
OF LOT 6
(INCLUDED)
0.5' CURB
PORTION
OF LOT 5
(INCLUDED)
53.8'
COVERED
53.8'
DRIVEWAY
CATCH BASIN
DRAIN
END OF
GUTTER
VACUUM
MACHINES
WM
WM
UTILITY
BOX
83.0'
COVERED
CAR WASHING
MACHINES
11.0'
36.0'
25.9'
MASONRY
BUILDING # 3511
COVERED
CAR WASHING
MACHINES
117.35'
LOT 4
105.35' (D) 105.26' (C)
0.5' CURB
CITY
SEWER
N00° 43' 24"E
155.26' (D)
82.9'
11.0'
CITY
SEWER
PLATTED
LOT LINE
S00° 41' 18"W
167.35' (D)
60.00'
PLATTED
LOT LINE
60.00'
LOT 151
DRIVEWAY
CATCH BASIN
DRAIN
77.3'
77.3'
VACUUM
MACHINES
PARKING
LOT 194
50.00'
VACUUM
MACHINES
SET 5/8" IRON
ROD AND CAP
"LB 8636"
25.0'
SET 5/8" IRON
ROD AND CAP
"LB 8636"
N88° 54' 29"W
120.01' (D)
2 WM
DRIVEWAY
LOT 193
S00° 41' 18"W
50.00' (P)
THE SE
CORNER
OF LOT 193
FOUND 4"X4"
CONCRETE
MONUMENT
NO ID
LOT 152
HENRY STREET (PLAT)
36th STREET WEST (FIELD)
ASPHALT ROADWAY
50' RIGHT-OF-WAY (PLAT)

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 3511 Manatee Ave. West, Bradenton FL 34205

I, Paul Gasner Manager / Manatee Take 5 LLC, the registered property owner(s) of the above noted property, do hereby authorize

Herb Green P.E. — Print Name of Agent
Cadjazz Engineering — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)
541 Park St., Dunedin, FL 34698 — Owner(s) Address (if different than property above)

Signature of Agent
117 E Monumnet Ave., Kissimmee, FL 407-738-1979 — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✔ physical presence or online notarization, this 9th day of December, produced _____ respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

CAROL Y AUGUSTYNIAK Notary Public
Print Name

State of Florida
My Commission Expires: _____

CAROL Y AUGUSTYNIAK
Notary Public - State of Florida
Commission # HH 318663
My Comm. Expires Oct 3, 2026
Bonded through National Notary Assn.

November 24, 2025

City of Bradenton
Department of Planning & Community Development 101 Old Main Street
Bradenton, Florida 34208

RE: Special Use Application for Take 5 Quick Oil Change In Suburban Commercial Center

To Whom It May Concern:

We are pleased to submit this request for special use that may allow a Take 5 Quick Oil Change automotive service station. The Take 5 includes 3 service bays for quick oil change and minor auto services that may include windshield wipers, oil filters, and air filters; along with the quick lube oil change service. The existing use of the site is a 4 bay car wash (3 self service and 1 automatic). This is consistent with a special use for Automotive Uses Schedule 3.2.1.2 LDC.

The proposed site is a 3 bay quick oil change facility designated by Institute of Transportation Engineering Land Use Code 941 that is estimated to generate 14 peak trips per day. The existing use is a Self Service car wash ITE Code 947 which estimates 19 peak hour trips per day. This is a reduction of 5 peak hour trips daily. This is a very low impact traffic generator and would be consistent with the SCC zoning that would support neighborhood scale automotive service facilities within immediate proximity of the SEC of the intersection of Manatee Ave W and 36th Street W.

The existing uses (and jurisdictions) adjacent to proposed site are as follows:
NEC – Stores 1 unit (Manatee County)
NWC – Professional Service and Medical (Manatee County)
SWC - Stores 1 unit (Manatee County) Adjacent to proposed parcel's use to our east is multiple unit stores (Manatee County).
Proposed Take 5 to be located at 3511 Manatee Ave W. ; the Take 5 automotive service use would be compatible and consistent with the surrounding existing uses and not be detrimental to the public health, safety, or welfare.

Special USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:

Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
   There exists two (2) full accesses from Manatee Av and one full access from 36 Street West. The current level of service for the 4 bay self service carwash is acceptable, and the proposed Take 5 use will generate less average daily trips and less peak hour trips than the current use. Therefore, the proposed Take 5 will reduce the driveway impacts when compared with the current use.

2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
   The proposed Take 5 will generate less traffic than the current use. There are six existing parking

spaces; Take 5 requires either 1.5 times 3 employees on shift (5 spaces) or 1 per employee on the largest shift (four) plus 1 space per 200 square feet of customer service/merchandise area (Take 5 has no customer service/merchandise area). Therefore, required parking is 5 maximum spaces. The existing site contains 6 spaces, and proposed improvements include adding a handicap parking space for a total of 7 parking spaces. Take 5 will be less of an impact for all of the above categories.

3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
   The current location of refuse containment and collection will remain the same and has sufficient capacity to support Take 5 Quick Oil Change.

4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
   The site has water and sewer service connections that serve the carwash facility. The existing service connections are more than adequate to provide Take 5 with water and sewer service, understanding that Take 5 has a much lower water/sewer demand versus the existing carwash facility.

5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
   Take 5 provides all of its services within the service bays, and can be consider much less of a nuisance when compared to a carwash noise, debris, and water spray affects.

6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
   Take 5 will use the current exterior lighting and sign location, by inspection, the site currently meets the sign and lighting codes, and Take 5 will maintain the same.

7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
   Take 5 will make use of the current building location and orientation, with interior renovations for the change of use. The proposed use is consistent and compatible with the surrounding uses, and can be an improvement given that Take 5 employs worker that operate and maintain the facility. Therefore, Take 5 will not adversely affect the economic values.

8. *Adequacy of land and/or building which are to be used.*
   Take 5 Is making use of existing facilities by renovation of existing building and adding a handicap parking space, and the existing site is sufficient for access, circulation, parking, and has ample level of service.

9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
   Take 5 typical hours of operation are between 7 am and 7 pm daily, and this is less of an impact than the current carwash use that operates 24 hours daily.

10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
    Take 5 poses no impacts to environmental quality of the district, and is compatible with the surrounding uses. The current use of carwash requires a Special Use approval. Granting a Take 5 a Special Use will allow Take 5 to operate at this location, with less impacts to site and surrounding uses as a 24 hour carwash.

11. *Consistency with the City of Bradenton Comprehensive Plan.*

Parcel has a future land use designation of suburban commercial corridor. Per Bradenton LDC "This district is designed to permit the development of commercial areas along major highways in predominantly developed areas and is intended to meet the needs of motorists and other consumers through the provision of automobile-oriented commercial development" .***The proposed Take 5 use supports the needs of motorists and provide automobile oriented services. Therefore Take 5 is consistent and compatible with the Comprehensive Plan for this district.***

We appreciate Staff's attention to our request for special use approval for Take 5 ; if there is any additional information that we may provide, please feel free to call me so that we may help expedite the processing of our request.

Sincerely,

Herb Green, P.E.
Project Manager

BOUNDARY SURVEY
3511 MANATEE AVENUE WEST, BRADENTON, FL 34205



LOCATION MAP

NOT TO SCALE

SCALE:1"=30'

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LOTS 5 AND 6 AND ALL OF LOT 151, ROSEDALE SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 298 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 00° 43' 24.11" WEST ALONG THE WEST LINE OF SAID LOT 6, 14.65 FEET FOR A POINT OF BEGINNING, SAID POINT BEING ON THE EASTERLY RIGHT-OF- WAY LINE OF 36TH STREET WEST, 50 FEET WIDE; THENCE NORTH 45° 38' 53.61" EAST, 15.58 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MANATEE AVENUE (STATE ROAD 64), 35 FEET FROM THE SURVEY LINE OF STATE ROAD 64; THENCE SOUTH 89° 25' 36.89" EAST ALONG SAID RIGHT- OF-WAY LINE, 108.91 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH 00° 41' 18.20" WEST ALONG SAID EAST LINE OF LOT 5, 167.35 FEET TO THE SOUTHEAST CORNER OF SAID LOT 151; THENCE NORTH 88° 54' 29.13" WEST ALONG THE SOUTH LINE OF SAID LOT 151, 120.01 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE OF 36TH STREET WEST; THENCE NORTH 00° 43' 24.11" EAST ALONG SAID RIGHT-OF-WAY LINE, 155.26 FEET TO THE POINT OF BEGINNING.

CERTIFIED TO:

MANATEE TAKE 5 LLC
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
BARNES WALKER TITLE, INC
SANDERS LAW GROUP P.A.
VALLEY NATIONAL BANK
MACFARLANE FERGUSON & MCMULLEN
SUNSHINE STATE ECONOMIC DEVELOPMENT CORP

FLOOD ZONE:

MAP NO. 12081C0301F
ZONE: X
EFF: 08/10/2021

SURVEY NOTES:

- DRIVEWAY CROSSES THE BOUNDARY LINES ON WESTERN AND NORTHERN SIDES OF LOT AS SHOWN.

LEGEND:

(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING)

A/C-AIR CONDITIONER	P.O.B.-POINT OF BEGINNING
WM-WATER METER	P.O.C.-POINT OF COMMENCEMENT
AL- ARC LENGTH	U.E.-UTILITY EASEMENT
(C)-CALCULATED	O.R.B.-OFFICIAL RECORDS BOOK
(M)-MEASURED	SQ.FT.-SQUARE FEET
P.B.-PLAT BOOK	DB-DEED BOOK(D)-DEED
PG-PAGE	D.E.-DRAINAGE EASEMENT
AC.-ACRES	P.U.E.- PUBLIC UTILITY EASEMENT
R-RADIUS(R)	L.A.E.-LIMITED ACCESS EASEMENT
(P)-PLAT	L.M.E.-LAKE MAINTENANCE EASEMENT
EOW-EDGE OF WATER	O.H.E-OVERHEAD EASEMENT
TOB-TOP OF BANK	ELEV-ELEVATION
OHL-OVERHEAD LINE	FF-FINISHED FLOOR
C/O-CLEAN OUT	LS-LICENSED SURVEYOR
	LB-LICENSED BUSINESS
	PSM-PROFESSIONAL SURVEYOR & MAPPER

*-NUMBER
*-ASPHALT
*-CONCRETE
*-PAVER/BRICK
*-WOOD
W *-WELL
*-WATER VALVE
℄ *-CENTER LINE
*-CATCH BASIN
*-FIRE HYDRANT
*-FENCE
± *-PLUS OR MINUS
*-POLE
*-MANHOLE
X.XX' *-TOPOGRAPHIC ELEVATION
*-LIGHT POLE

FIELD DATE: 09/13/2025
DRAWN BY: A.K.
ORDER NO: 1000271389
REVISIONS:

PAGE 1 OF 1

NEXGEN LS LLC,
1547 PROSPERITY FARMS ROAD,
WEST PALM BEACH, FL 33403
NEXGENLOGIX.COM LB#8636
PHONE: 561.508.6272
FAX: 561.508.6309

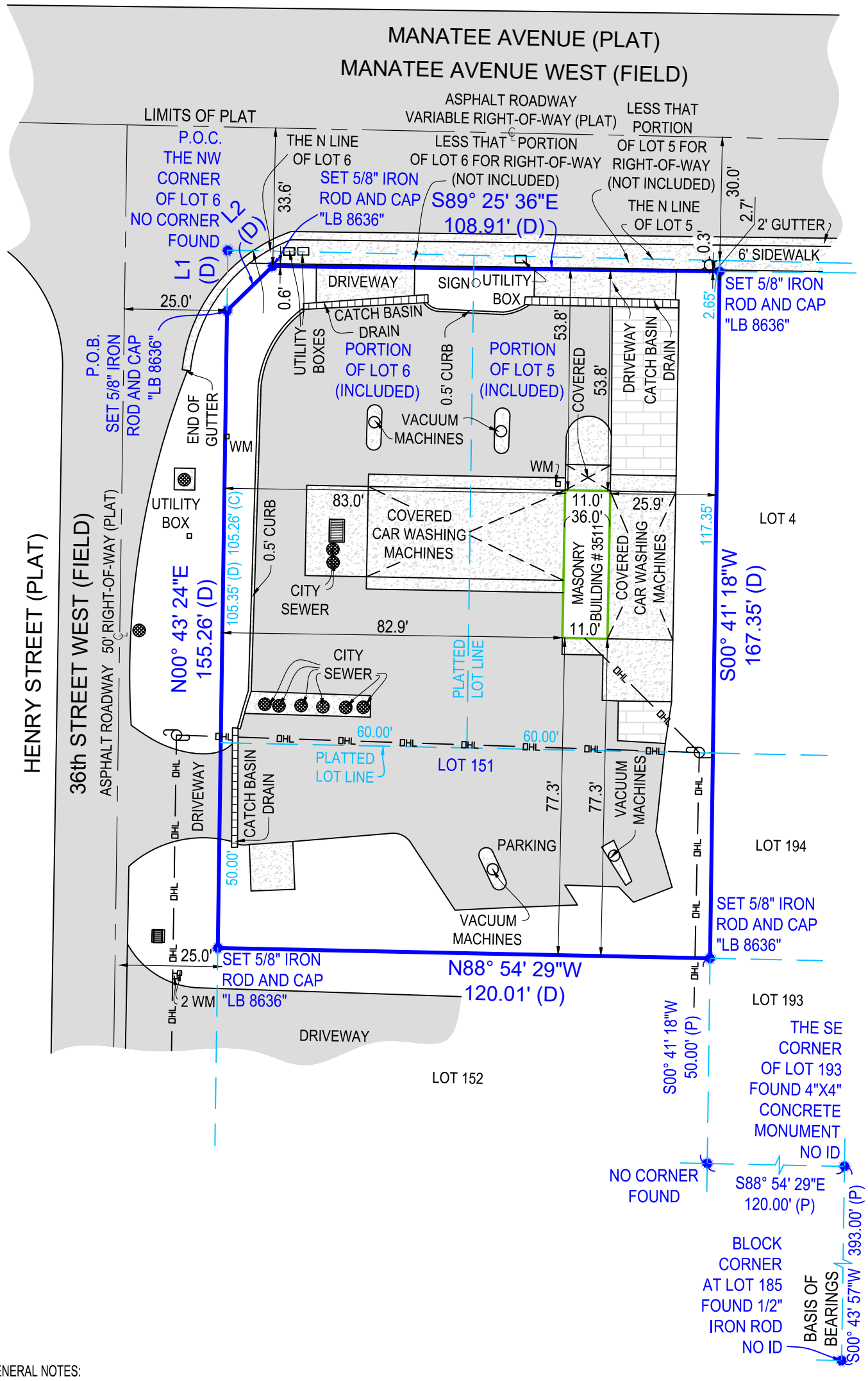
I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND ACCURATE REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.

DAVID P WINTERS License Number LS7034 STATE OF FLORIDA Professional Surveyor & Mapper

DAVID P. WINTERS PSM FLORIDA REGISTRATION NO. 7034
FOR THE LICENSED FIRM OF NEXGEN LS LLC,
LICENSED BUSINESS NO. 8636
THIS SURVEY IS NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR A SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LINE TABLE		
	BEARING	LENGTH
L1	S00°43'24"W	14.65'
L2	N45°38'53"E	15.58'



GENERAL NOTES:

1) THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, OR RESTRICTIONS OF RECORD WHICH MAY AFFECT TITLE OR USE OF THE LAND.
2) IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM THIS OFFICE. THIS OFFICE, ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
3) NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
4) THE SURVEY SHOWN HEREON WAS CONDUCTED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THIS PROPERTY.
5) THIS SURVEYOR DID NOT REVIEW THE COVENANTS AND RESTRICTIONS OF THE PLAT NAMED IN THE LEGAL DESCRIPTION NOTATED HEREON.
6) OWNERSHIP OF FENCES SHOWN HEREON, IF ANY, WAS NOT DETERMINED BY THIS SURVEY, SAID FENCES WERE LOCATED ONLY WHERE DIMENSIONED AND MAY NOT RUN STRAIGHT. FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
7) SYMBOLS SHOWN HEREON ARE NOT TO SCALE AND ARE FOR INFORMATIONAL PURPOSES ONLY.
8) ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
9) THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THE SURVEYOR OR SHOWN ON THIS SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.
10) BEARINGS SHOWN HEREON ARE BASED ON THE EAST BOUNDARY LINE OF LOTS 185-193, BEING S00° 43' 57"W, PER PLAT.

6/4/2025 10:20 AM

REMODEL OF EXISTING CARWASH

FOR

TAKE 5 OIL CHANGE

3511 Manatee Avenue West
BRANDENTON, FLORIDA

BUILDING CODES

FACILITY DESCRIPTION

OIL CHANGE FACILITY
TYPE OF ROOF – FIBERGLASS SHINGLES, SLOPED

STRUCTURAL LOADS

SEE STRUCTURAL DRAWINGS
PROJECT IS LOCATED IN A WINDBORNE DEBRIS ZONE
ALL OPENINGS SHALL BE IMPACT RESISTANT

BUILDING AND SITE INFORMATION

ZONING – COMMERCIAL (SEE CIVIL)
LAND USE – COMMERCIAL (SEE CIVIL)
PARKING LOT CRITERIA (SEE CIVIL)

BUILDING HEIGHT AND AREA

HEIGHT – 1 STORY
EXISTING CARWASH AREA: INDUSTRIAL 2,028 SF
NEW TAKE 5 AREA: INDUSTRIAL 2,412 SF

TYPE OF CONSTRUCTION

V–B – NON–SPRINKLERED

OCCUPANCY CLASSIFICATION & LOAD

FBC 2023 306.1 – FACTORY INDUSTRIAL GROUP F
FBC 2023 306.2 – MODERATE–HAZARD FACTORY INDUSTRIAL, Group F–1
AUTOMOBILE AND OTHER MOTOR VEHICLES
FBC 2023 TABLE 1004.5 (INDUSTRIAL AREAS) 2,412 SF /100 SF = 23 OCCUPANT

PLUMBING REQUIREMENTS

FACTORY INDUSTRIAL
FPC 8TH EDITION SECTION 403.2 SEPARATE FACILITIES NOT REQUIRED.
FPC 8TH EDITION SECTION 410.2 SMALL OCCUPANCIES

	FIXTURES REQUIRED	FIXTURES PROVIDED
WATER CLOSETS –	1 PER 100	1
LAVATORIES –	1 PER 100	1
SERVICE SINK –	1	1 LAUNDRY SINK
ELEC WATER COOLER –	1 PER 400	WATER DISPENSER (SUBSTITUTION)

EGRESS REQUIREMENTS

EXIT ACCESS TRAVEL DISTANCE
2023 (8TH EDITION) FBC TABLE 1017.2 – NON–SPRINKLERED

MAXIMUM DISTANCE ALLOWABLE TO MAIN EXIT – 200'–0"
MAXIMUM DISTANCE TO SINGLE EXIT PROVIDED – 73'–8"

DESIGN CODE REFERENCE

NOTE: ALL CODES LISTED BELOW MAY NOT APPLY TO THIS PROJECT

BUILDING CODE – FLORIDA BUILDING CODE – 8th EDITION (2023)
PLUMBING CODE – FLORIDA PLUMBING CODE – 8th EDITION (2023)
MECHANICAL CODE – FLORIDA MECHANICAL CODE – 8th EDITION (2023)
FIRE CODE – FLORIDA FIRE PREVENTION CODE – 8th EDITION (2023)
GAS CODE – FLORIDA FUEL GAS CODE – 8th EDITION (2023)

NFPA 70 – NATIONAL ELECTRIC CODE – (2020)
NFPA 58 – LIQUEFIED PETROLEUM GAS – (2020)
NFPA 13 – SPRINKLER SYSTEM INSTALLATION (2019)
NFPA 72 – NATIONAL FIRE ALARM & SIGNALING CODE (2019)
NFPA 72E – AUTOMATIC DETECTION DEVICES (LATEST EDITION)
NFPA 101 – LIFE SAFETY CODE (2021)
NFPA 80 – FIRE DOORS AND WINDOWS (2019)
OSHA

ACI–318 – BUILDING REQUIREMENTS FOR REINFORCED CONCRETE (2019)
AISC CODE OF STANDARD PRACTICE (MANUAL OF STEEL CONSTRUCTION, 2017)
S–310 SPECIFICATIONS FOR THE DESIGN FABRICATION AND ERECTION OF STEEL
STANDARD SPECIFICATIONS FOR OPEN WEB STEEL JOISTS, ADOPTED BY THE STEEL JOIST INSTITUTE AND THE AISC
SPECIFICATIONS FOR STRUCTURAL JOISTS USING ASTM A–325 BOLTS
STRUCTURAL WELDING CODE AWS D1.1
AISI SPECIFICATIONS FOR THE DESIGN OF LIGHT GAGE COLD FORMED STRUCTURAL STEEL MEMBERS FOR METAL DECKS
METAL BUILDING MANUFACTURERS ASSOCIATIONS DESIGN PRACTICES MANUAL
ASHRAE FOR MECHANICAL WORK

PRODUCT APPROVAL NUMBERS

BEST ROLLING DOORS, INC	FL10706.1
FLEMING/ BARON STEEL DOORS 6'–8" "IMPACT" STEEL SINGLE DOOR	FL14237.1
ALUM STOREFRONT WINDOW IMPACT RATED CORAL FL550T WET GLAZED PVB	FL 21038.1

CONSTRUCTION NOTES

NOTE: ALL NOTES LISTED BELOW MAY NOT APPLY TO THIS PROJECT

GENERAL

NOTE: ALL NOTES LISTED BELOW MAY NOT APPLY TO THIS PROJECT

G01 – THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO FABRICATION OR START OF CONSTRUCTION.
G02 – THE GENERAL CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE, ALL WORKERS AND ALL OTHER PEOPLE PRESENT DURING CONSTRUCTION. HE SHALL SUPERVISE AND DIRECT THE WORK AND BE RESPONSIBLE FOR ALL CONSTRUCTION.
G03 – THE GENERAL CONTRACTOR SHALL COORDINATE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ANCHORS, EMBEDS, SUPPORTS, OR ANY OTHER ITEMS WHICH MAY EFFECT STRUCTURAL DRAWINGS.

GENERAL CONDITIONS NOTES:

1. ALL STRUCTURES UTILIZING LIGHT WEIGHT TRUSS DESIGN FOR FLOORS OR ROOFS SHALL HAVE A SIGN PLACED ON THE BUILDING IN ACCORDANCE WITH F.A.C. 69A–60.0081.



LIGHTWEIGHT ROOF
NOTIFICATION SIGNAGE

APPROVED SYMBOL IS A MALTESE CROSS MEASURING 8" INCHES HORIZONTALLY AND 8" INCHES VERTICALLY, OF A BRIGHT RED REFLECTIVE COLOR

THE APPROVED SYMBOL SHALL BE PLACED WITHIN 24 INCHES TO THE LEFT OF THE MAIN ENTRY DOOR AND:

- BE PERMANENTLY ATTACHED TO THE FACE OF THE STRUCTURE ON A CONTRASTING BACKGROUND; OR
- BE MOUNTED ON A CONTRASTING BASE MATERIAL WHICH IS THEN PERMANENTLY ATTACHED TO THE FACE OF THE STRUCTURE.
- THE DISTANCE ABOVE THE GRADE, WALKING SURFACE OR THE FINISHED FLOOR TO THE BOTTOM OF THE SYMBOL SHALL BE NOT LESS THAN 4 FEET (48 IN.).
- THE DISTANCE ABOVE THE GRADE, WALKING SURFACE OR THE FINISHED FLOOR TO THE TOP OF THE SYMBOL SHALL BE NOT MORE THAN 6 FEET (72 IN.).

DRAWING INDEX

ARCHITECTURAL

COVER – BUILDING CODE DATA
ADA–1 – ADA GUIDELINES
LS1 – LIFE SAFETY PLAN
A1.0 – EXISTING/DEMO PLAN
A1.1 – PROPOSED FLOOR PLAN
A1.2 – ROOF PLAN
A1.3 – EQUIPMENT PLAN
A2.0 – EXISTING / PROPOSED ELEVATIONS
A2.1 – BUILDING SECTION
– DETAILS
A3.0 – ROLL UP DOOR SPECS
S1.0 – FOUNDATION PLAN
S2.0 – ROOF FRAMING PLAN

MECHANICAL

TO BE COMPLETED

ELECTRICAL

TO BE COMPLETED

PLUMBING

TO BE COMPLETED

DRAWING ISSUE: FOR REVIEW
DATE: 04 SEP 2024
REVISED:

SEAL

STATE OF FLORIDA
DAVID PAUL KING, JR
AR0012999
REGISTERED ARCHITECT

GENERAL CONTRACTOR

David P. King, Jr
ARCHITECT
7500 SW 61ST AVE
SUITE 400
OCALA, FL. 34476
352.873.3737 (PH)
352.873.0737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,999
STATE OF GEORGIA 5044

PROJECT

REMODEL OF EXISTING CARWASH

FOR

TAKE 5
OIL CHANGE

3511 Manatee Avenue West
BRANDENTON, FLORIDA

DRAWN BY: RBC
CHECKED BY:
APPROVED BY: DPK

ARCHITECT'S PROJECT No.:
24-7062

SHEET TITLE:
COVER
BUILDING CODE DATA
DESIGN REFERENCE
CONSTRUCTION NOTES

SHEET NUMBER
C1

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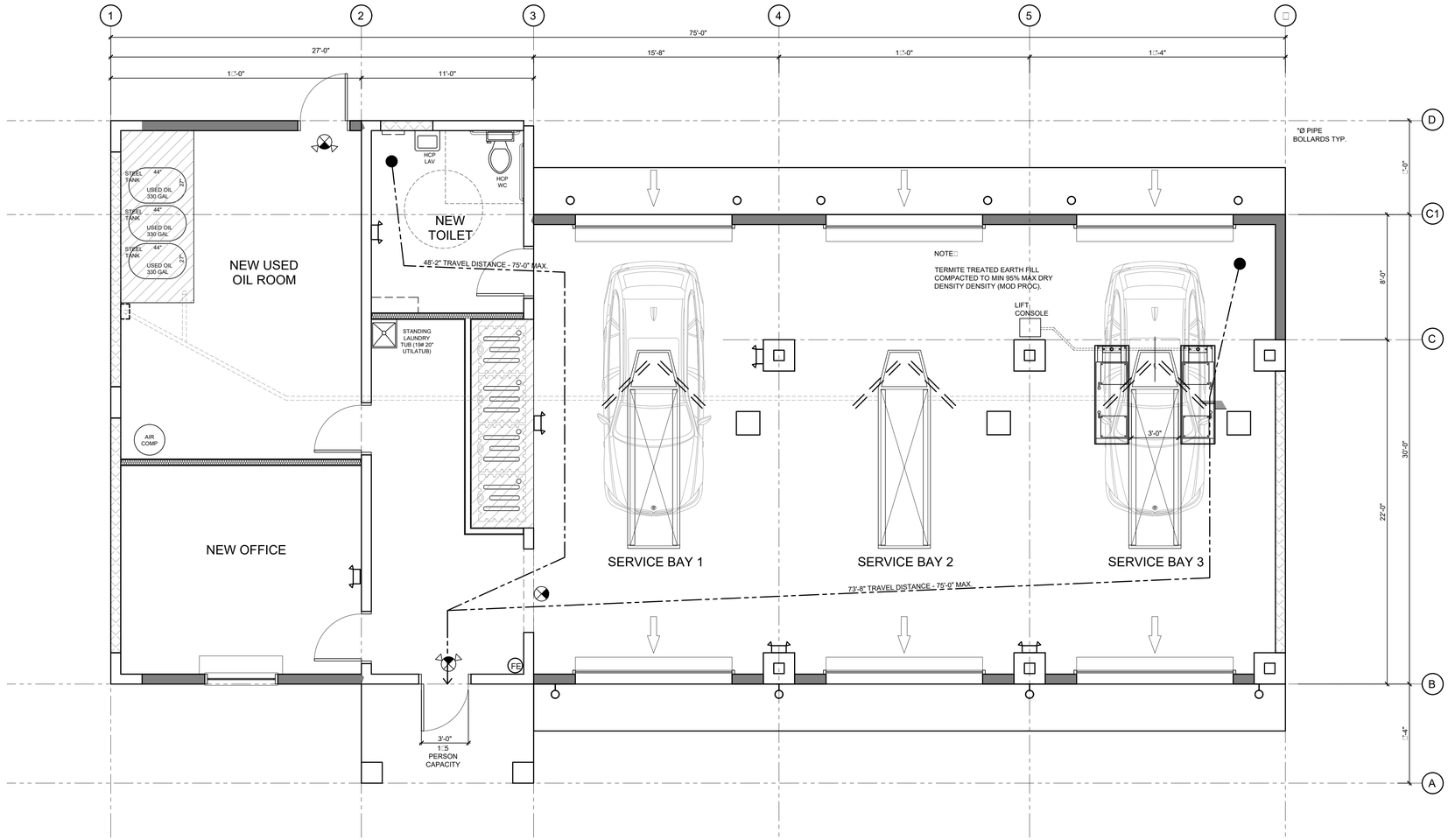
6/4/2025, 10:20 AM

LIFE SAFETY SYSMBOLS

- COMBO ILLUMINATED EXIT LIGHTS WITH BACKUP BATTERIES
- ILLUMINATED EXIT LIGHTS WITH BACKUP BATTERIES
- ILLUMINATED DIRECTIONAL EXIT LIGHTS WITH BACKUP BATTERIES
- FE — 2A10BC FIRE EXTINGUISHER ON WALL MOUNTED
- WALL MOUNTED□2-HEAD EMERGENCY LIGHT W□BATTERY BACK UP



LIFE SAFETY PLAN
Scale: 1/4" = 1'-0"

DRAWING ISSUE: FOR REVIEW
DATE: 04 SEP 2024
REVISED:

SEAL

STATE OF FLORIDA
DAVID PAUL KING, JR.
AR0012999
REGISTERED ARCHITECT

GENERAL CONTRACTOR

David P. King, Jr
ARCHITECT
7500 SW 61ST AVE
SUITE 400
OCALA, FL. 34476
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REGISTRATIONS:
STATE OF FLORIDA AR 12,999
STATE OF GEORGIA 5044

PROJECT

REMODEL OF EXISTING CARWASH

FOR

TAKE 5 OIL CHANGE

3511 Manatee Avenue West
BRANDENTON, FLORIDA

DRAWN BY: RBC
CHECKED BY:
APPROVED BY: DPK
ARCHITECT'S PROJECT No.:
24-7062

SHEET TITLE:
LIFE SAFETY PLAN

SHEET NUMBER
LS1

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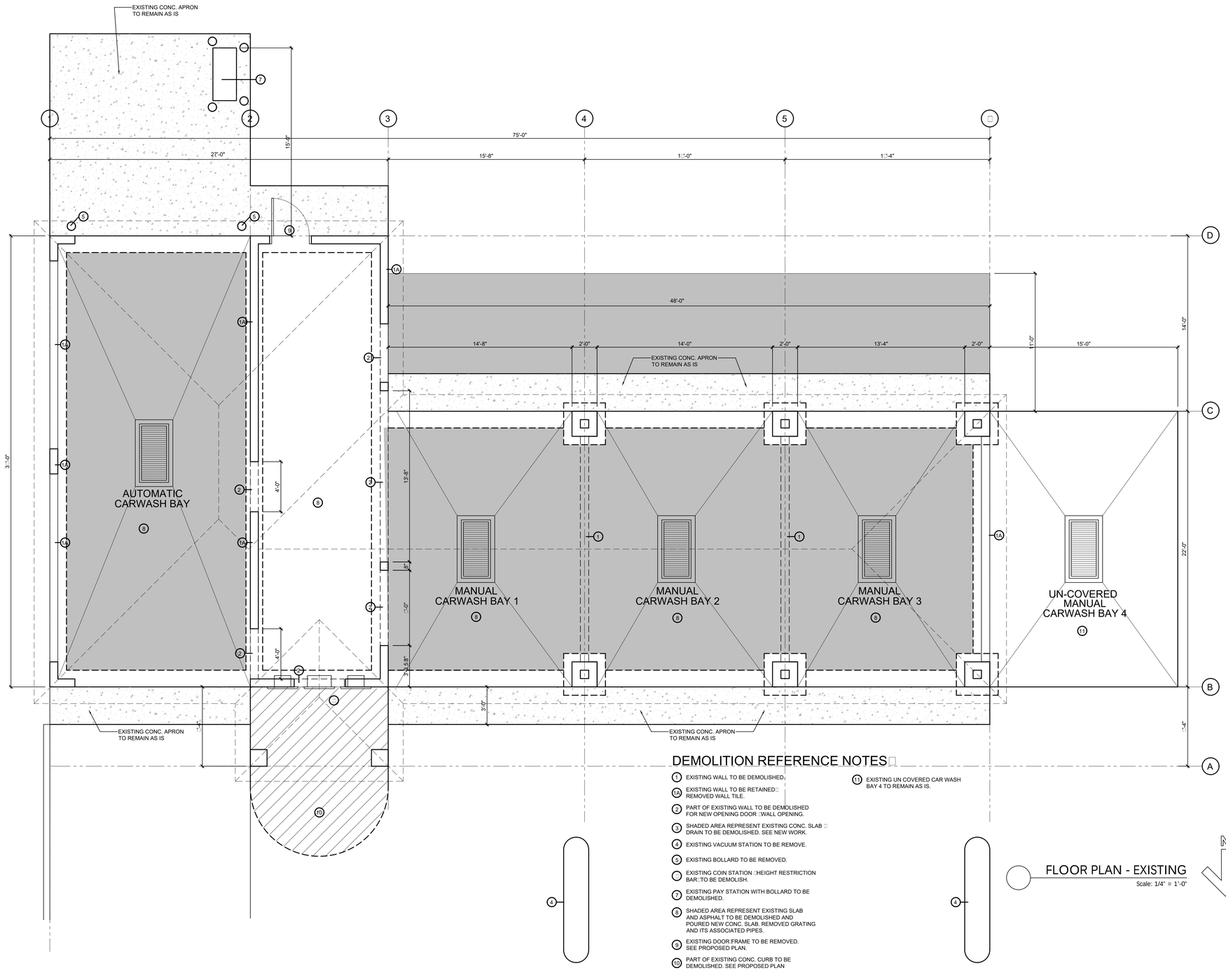


DEMOLITION REFERENCE NOTES□

1. EXISTING WALL TO BE DEMOLISHED.
1A. EXISTING WALL TO BE RETAINED□ REMOVED WALL TILE.
2. PART OF EXISTING WALL TO BE DEMOLISHED FOR NEW OPENING DOOR □WALL OPENING.
3. SHADED AREA REPRESENT EXISTING CONC. SLAB □ DRAIN TO BE DEMOLISHED. SEE NEW WORK.
4. EXISTING VACUUM STATION TO BE REMOVE.
5. EXISTING BOLLARD TO BE REMOVED.
6. EXISTING COIN STATION □HEIGHT RESTRICTION BAR□TO BE DEMOLISH.
7. EXISTING PAY STATION WITH BOLLARD TO BE DEMOLISHED.
8. SHADED AREA REPRESENT EXISTING SLAB AND ASPHALT TO BE DEMOLISHED AND POURED NEW CONC. SLAB. REMOVED GRATING AND ITS ASSOCIATED PIPES.
9. EXISTING DOOR□FRAME TO BE REMOVED. SEE PROPOSED PLAN.
10. PART OF EXISTING CONC. CURB TO BE DEMOLISHED. SEE PROPOSED PLAN
11. EXISTING UN COVERED CAR WASH BAY 4 TO REMAIN AS IS.

FLOOR PLAN - EXISTING
Scale: 1/4" = 1'-0"

N

6/4/2025 10:20 AM

DRAWING ISSUE: FOR REVIEW
DATE: 04 SEP 2024
REVISED:

SEAL

STATE OF FLORIDA
DAVID PAUL KING JR
AR0012999
REGISTERED ARCHITECT

GENERAL CONTRACTOR

David P. King, Jr
ARCHITECT
7500 SW 61ST AVE
SUITE 400
OCALA, FL. 34476
352.873.3737 (PH)
352.873.0737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,999
STATE OF GEORGIA 5044

PROJECT

REMODEL OF EXISTING CARWASH

FOR

TAKE 5 OIL CHANGE

3511 Manatee Avenue West
BRANDENTON, FLORIDA

DRAWN BY: RBC
CHECKED BY:
APPROVED BY: DPK
ARCHITECT'S PROJECT No.: 24-7062

SHEET TITLE:
EXISTING / DEMO &

SHEET NUMBER
A1.0

C:\USERS\DPK USER\ONEDRIVE\2024\COMMERCIAL\DON WALLACE\TAKE 5 MANATEE AVE CAR WASH CONVERSION\24-7XXX_TAKE5_MANATEE.DWG

NOTES:

1.CONCRETE MUST BE MINIMUM 4,000 PSI COMPRESSIVE STRENGTH WITH FIBER MESH REINFORCEMENT

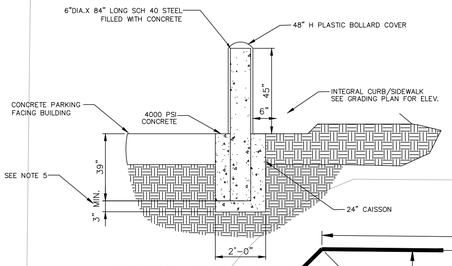
2. PROVIDE PLASTIC BOLLARD COVER. COVER TO BE IDEALSHIELD (OR APPROVED EQUAL) 1" THICK BROWN (RQ-440C). 6" PIPE FITMENT, WITH DOME TOP, 48" TALL.

3. DESIGN PARAMETERS:
- 20 MPH
- 5,000 LB VEHICLE

4. USE SONOTUBE IN SANDY OR OTHER SOILS THAT MIGHT CAVE IN.

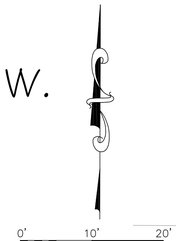
5. INCREASE DEPTH OF CAISSON BELOW PIPE TO MEET LOCAL JURISDICTION MIN. FROST DEPTH REQUIREMENT. PIPE CAN STAY AT 39" BELOW PAVEMENT.

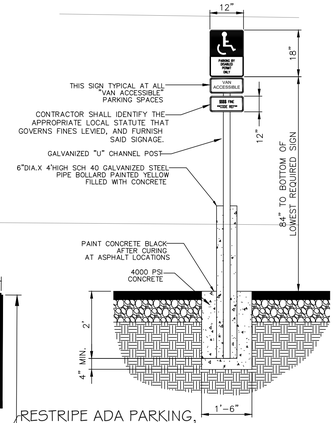
6. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY NO UTILITY CONFLICTS EXIST WHERE BOLLARDS ARE TO BE INSTALLED, NOTIFY ENGINEER OF RECORD OF ANY CONFLICTS AND AWAIT WRITTEN INSTRUCTIONS PRIOR TO INSTALLATION.



TYPICAL BOLLARD DETAIL

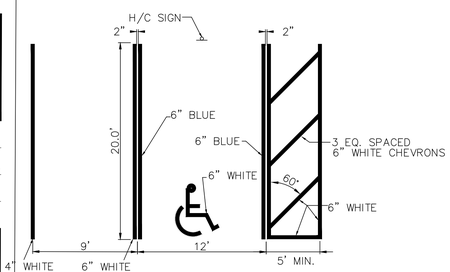
MANATEE AVENUE W.





HANDICAP SIGN & SIGN BOLLARD DETAIL

SCALE = NTS



ADA PARKING STALL DETAIL

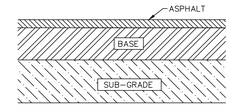
(NOT TO SCALE)

LEGEND

SF ——— SILT FENCE/EROSION CONTROL

NEW 6" THICK CONCRETE PAVEMENT

NEW ASPHALT PAVEMENT



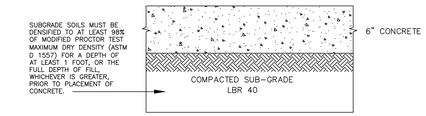
ASPHALT 1.5" TYPE S-3 OR SP 9.5 ASPHALTIC CONCRETE SURFACE COURSE

BASE 6" LIMEROCK LBR 100 OR RECYCLED CONCRETE BASE LBR 130 COMPACTED TO 98% DENSITY PER MODIFIED PROCTOR TEST AASHTO T-180

SUB-GRADE 12" COMPACTED SUB-GRADE COMPACTED TO 98% DENSITY MODIFIED PROCTOR TEST PER AASHTO T-180, MINIMUM LBR 40

TYPICAL PAVEMENT SECTION

SCALE = NTS

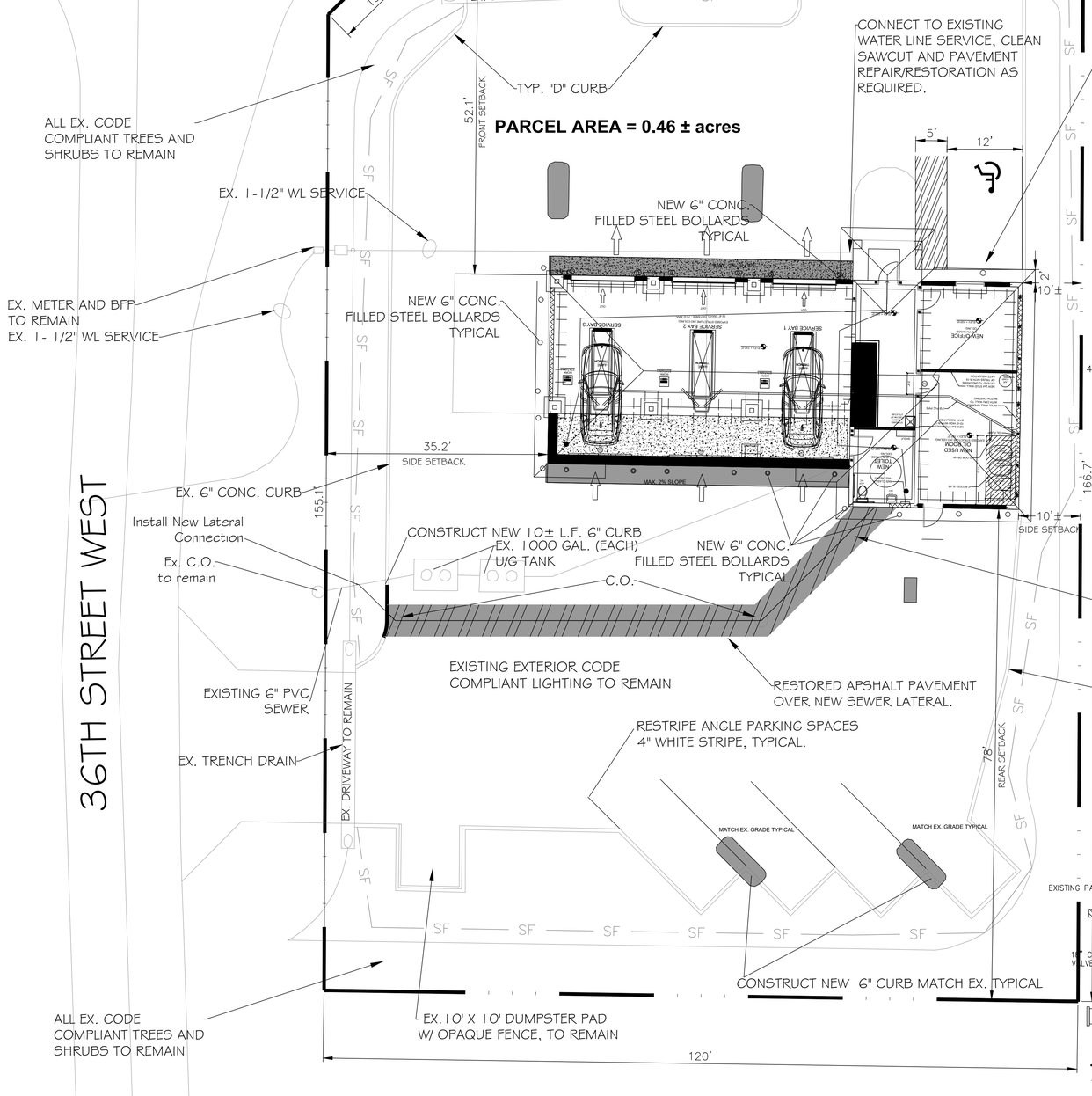


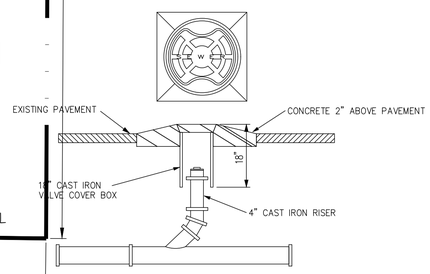
GENERAL CONTRACTOR SHALL PROVIDE CONCRETE AT TRASH ENCLOSURE AND APRON AS FOLLOWS:

• MINIMUM 3,000 PSI COMPRESSIVE STRENGTH CONCRETE WITH FIBER REINFORCEMENT, MINIMUM MODULUS OF RUPTURE OF 600 PSI

TYPICAL CONCRETE PAVEMENT DETAIL

SCALE = NTS



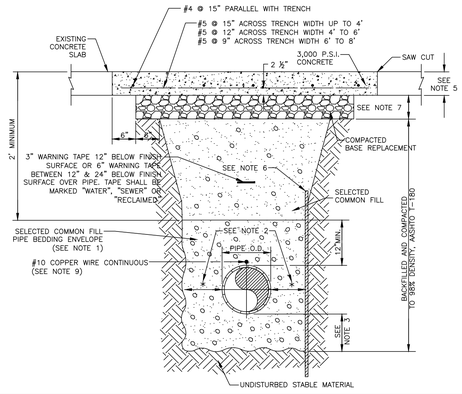


TRAFFIC BEARING CLEANOUT

SCALE = NTS

NOTES:

1. USE OF TYPE A-2 AND A-3 PIPE BEDDING TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
2. PROVIDE ADEQUATE CLEARANCE TO PLACE AND COMPACT STAGE 1 BEDDING MATERIAL IN TRENCH AREA BELOW PIPE SPRINGLINE. PIPE EMBEDMENT MUST BE COMPACTED OUT TO THE TRENCH WALL OR 2.5 TIMES THE PIPE OD, WHICHEVER IS LESS.
3. TYPICALLY 4" TO 6".
4. PIPE INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS.
5. THICKNESS TO MATCH EXISTING OR BE 8" MINIMUM, WHICHEVER IS GREATER.
6. SHEETING ORDERED LEFT IN PLACE TO BE CUT OFF 24" BELOW FINISHED GRADE OR 12" BELOW SUBGRADE.
7. BASE SHALL BE 8" MINIMUM THICKNESS CRUSHED CONCRETE.
8. TEMPORARY PATCHES WILL BE INSTALLED TO PROVIDE A SMOOTH ALL WEATHER SURFACE AT ALL TIMES. PERMANENT REPLACEMENT TO BE MADE AS SOON AS POSSIBLE.
9. TRACER WIRE NOT REQUIRED FOR GRAVITY SEWERS.
10. NOTES 5. THRU 8. ARE MINIMUM REQUIREMENTS. REFER TO MANATEE COUNTY HIGHWAY AND TRAFFIC STANDARDS FOR ADDITIONAL REQUIREMENTS.



MANATEE COUNTY
PUBLIC WORKS DEPARTMENT

REV.BY	DATE
CLB/BR	11/10

MAY 10, 2011
DATE OF APPROVAL

TRENCH WITH CONCRETE PAVEMENT SURFACE TYPE A-1 PIPE BEDDING

UG-13

PAGE 113

DESIGNED BY:	HLG	DRAWN BY:	SEP	CHKD BY:	HLG
JOB NUMBER:	CDJ-14-03 13 DG PSL	DATE:	11/2013	SCALE: 1"=10'	

NO.	REVISIONS	DATE	APPL
1			
2			
3			
4			
5			

SITE PLAN

TAKE 5 BUILDING RENOVATION- 3511 MANATEE AV W.
BRADENTON, FLORIDA

TAKE 5 BRADENTON

CADAZZ
• Engineering Consultants •
PO Box 450006 • Kissimmee, Florida 34745
Phone: (407) 738-1979 Fax: (407) 348-7552

THESE PLANS MAY NOT BE COPIED OR MODIFIED WITHOUT WRITTEN PERMISSION FROM CADAZZ ENGINEERING

SEAL

NOT VALID UNLESS SIGNED & SEALED BY A REGISTERED ENGINEER CADAZZ, LLC CERTIFICATION OF AUTHORIZATION # 28509

SHEET NUMBER

C2

FINISH SCHEDULE

AREA	FLOOR	BASE	WALLS	CEILING	CLG. HT.	REMARKS
SERVICE BAYS	CONC.□SEALED ✳	CONC. CURB	CMU□PAINTED	NONE	EXPOSED STRUCTURE	✳ RED STAIN W□SAND TEXTURE B-C PLYWD. NOTE 1□2□3□4□7□8□9□10
MANAGER'S OFFICE	CONC.□SEALED ✳	VINYL	PLYWOOD□PAINTED CMU□PAINTED	1□2" GWB	8'-0"	✳ SMOOTH FINISH. STAINED B-C PLYWD. NOTE 1□3□4□8□9□10
NEW TOILET RM.	CONC.□SEALED ✳	VINYL	CMU□PAINTED GWB□PAINTED	1□2" PLYWD.	8'-0"	✳ SMOOTH FINISH. STAINED B-C PLYWD. NOTE 1□3□4□8□9□10□11
NEW USED OIL ROOM	CONC.□SEALED ✳	CONC. CURB	CMU□PAINTED CEMENT BOARD, PAINTED	1□2" PLYWD.	EXPOSED STRUCTURE	✳ SMOOTH FINISH. STAINED B-C PLYWD. NOTE 1□2□3□4□8□7□9□10

NOTE 1□PAINT EXPOSED WALL SURFACE (GWB OR PLYWOOD)
NOTE 2□PAINT EXPOSED CEILING
NOTE 3□ALL INTERIOR FINISHES ARE TO MEET TABLE 803.5 OF THE FBC 2017.
NOTE 4□INTERIOR PAINT COLOR TO BE EGGSHELL WHITE (SW 700□ "EXTRA WHITE") EXCEPT WHERE NOTED.
NOTE 7□ SEE STRUCTURAL DWGS FOR DEPRESSED SLAB DETAILS
NOTE 8□STAIN - H□C INFUSION REACTIVE CONC. STAIN (SIENNA RED 40.002084
NOTE 9□SEALER - H□C PRO SERIES SOLVENT BASED DECORATIVE CONC. SEALER (CLEAR)
NOTE 10□ALL INTERIOR TRIM TO BE "INDUSTRIAL GRAY" (SW 7017 "DORIAN GRAY")
NOTE 11□ALL INTERIOR WALL PAINT AT TOILET ROOM TO BE ACRYLIC WASHABLE SEMI-ENAMEL PAINT

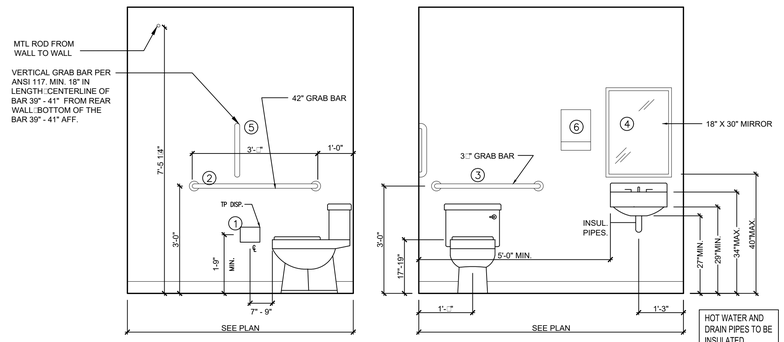
DOOR SCHEDULE

MARK	SI□E	DOOR TYPE	DOOR FINISH	FRAME	FRAME FINISH	HARDWARE	ELEV.	REMARKS
D1	3' x 7'-4"	FLUSH H.M.	PAINT GRAY EXT GRAY INT	H.M.	PAINT GRAY INT	SET 1	A	CLOSER□LOCKSET□THRESHOLD. NOTE 1□2□5 □ □
D2	3' x □'-8"	SOLID CORE	PAINT GRAY EXT GRAY INT	H.M.	PAINT DK BRON□E EXT GRAY INT	SET 3	C	CLOSER□LOCKSET NOTE 1□2□4 □ 5
D3	10' x 10'-8"	ROLL UP DOOR	BEST ROLLING DOOR "CHOCOLATE"	H.M.	CLOPAY "CHOCOLATE"	–	D	COIL UP DOOR NOTE 3□
D4	3' x □'-8"	SOLID CORE	PAINT GRAY EXT GRAY INT	H.M.	PAINT GRAY INT	SET 1	B	LOCKSET□CLOSER. 12" S□ LOUVER AT BOT. NOTE 1□2□

DOOR AND WINDOW NOTES
NOTE 1□HARDWARE TO BE LEVER ACTION AND MEET ALL ADA RE□UIREMENTS
NOTE 2□HARDWARE TO BE COMMERCIAL GRADE
NOTE 3□HARDWARE PER MANUF. RE□IREMENTS
NOTE 4□SAFETY GLA□ING TO MEET ANSI □97.1 CLASS A
NOTE 5□DARK BRON□E PAINT COLOR TO BE (SW □07□ "TURKISH COFFEE")
NOTE □□EXTERIOR DOOR WHEN INDICATED ON PLAN A1.1

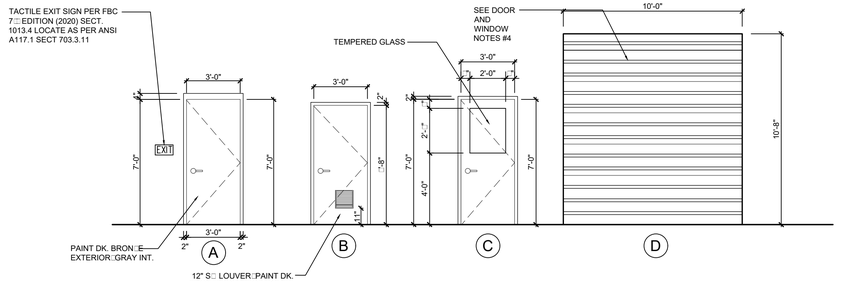
WINDOW SCHEDULE

B	4'-8' x 4'-0'	FIXED GLASS	DOUBLE PANE□LOW-E GLASS□ TINTED	-	ALUM.	ANODI□ED □DARK BRON□E EXT - PAINT GRAY INT	——	NOTE 4



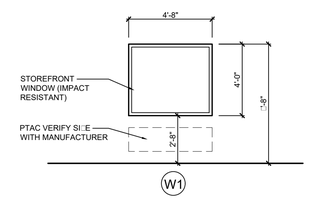
TYPICAL ADA TOILET ELEVATION

Scale: 1/2" = 1'-0"



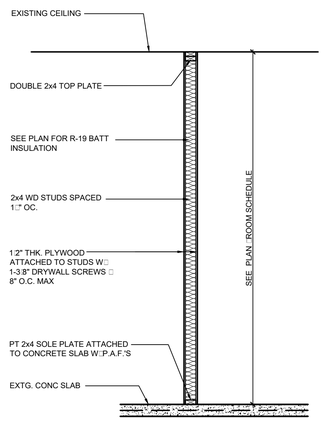
DOOR TYPE ELEVATIONS

Scale: 1/4" = 1'-0"



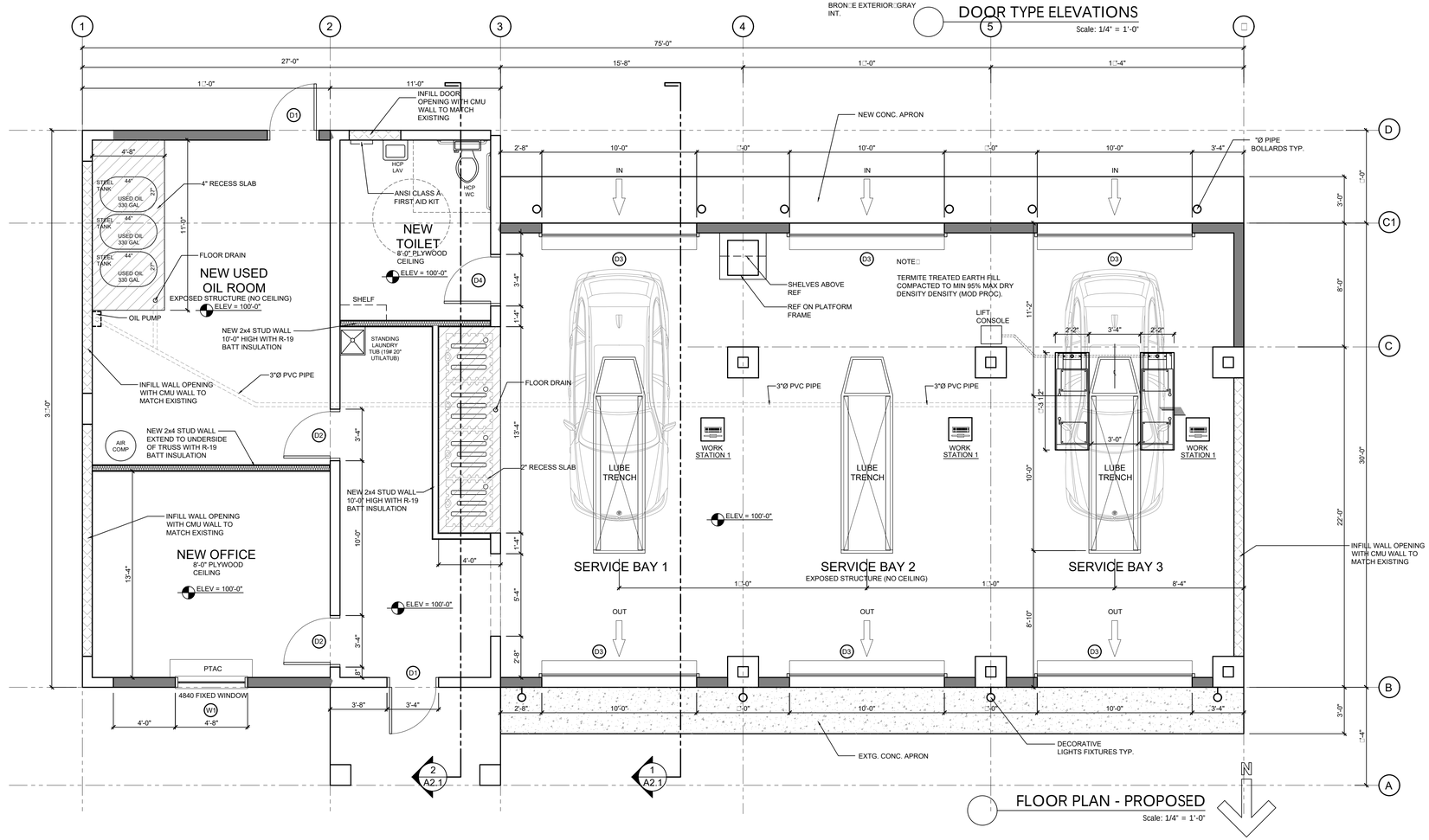
WINDOW TYPE ELEVATION

Scale: 1/4" = 1'-0"



2x4 WALL DETAIL SECTION

Scale: 1/2" = 1'-0"



FLOOR PLAN - PROPOSED

Scale: 1/4" = 1'-0"

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DRAWING ISSUE: FOR REVIEW
DATE: 04 SEP 2024
REVISED:

SEAL

STATE OF FLORIDA
DAVID PAUL KING, JR.
AR0012999
REGISTERED ARCHITECT

GENERAL CONTRACTOR

David P. King, Jr
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SUITE 400
OCALA, FL. 34476
352.873.3737 (PH)
352.873.0737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,999
STATE OF GEORGIA 5044

PROJECT

REMODEL OF EXISTING CARWASH

FOR

TAKE 5 OIL CHANGE

3511 Manatee Avenue West
BRANDENTON, FLORIDA

DRAWN BY: RBC
CHECKED BY:
APPROVED BY: DPK
ARCHITECT'S PROJECT No.: 24-7062

SHEET TITLE:
PROPOSED FLOOR PLAN

SHEET NUMBER
A1.1

WIRE SHELVING:

12" WIRE SHELVING TO BE "CLOSETMAID - SUPERSLIDE" OR EQUAL, ON ADJUSTABLE MOUNT HARDWARE W/ VERT. STANDARDS AT 24" O.C. MAX. SPACING.

16" WIRE SHELVING TO BE "CLOSETMAID - MAX LOAD" OR EQUAL, ON HEAVY DUTY "MAX LOAD" ADJUSTABLE MOUNT HARDWARE W/ VERT STANDARDS AT 24" O.C. MAX. SPACING.

CLOSET ROD TO BE "CLOSETMAID" EPOXY COATED STEEL "SUPER SLIDE SYSTEM" W/ CORNER ROUNDER BAR. SUPPORTS TO BE HEAVY DUTY METAL "J" BRACKETS. PROVIDE CLOSET ROD END CAPS AT EACH END.

ALL FINISHES TO BE BRUSHED CHROME.

OPERATIONAL NOTES:
CLASS 1 LIQUIDS ARE NOT STORED IN TAKE 5 BUILDINGS.

CLASS IIIB LIQUID (MOTOR OIL) IS STORED IN THE BACK ROOM AREA WHICH IS VENTILATED AS REQUIRED. SEE MECHANICAL SHEETS.

NO LIQUIDS ARE STORED IN THE LUBE TRENCHES

VEHICLES ARE OPERATED ONLY FOR THE DURATION OF MOVING THEM INTO AND OUT OF THE BUILDING.

TRENCH FINISH

(2) COATS OF EPOXY AT WALLS AND FLOOR OF TRENCHES. RUST-OLEUM 2-PART EPOXY 6500 SYSTEM. COLOR: NAVY GRAY

NOTE:

PIT FRAMES AND ROLLING DRAIN PANS TO BE PROVIDED BY G.C., G.C. IS TO COORDINATE MANUFACTURE OF PIT RAILS AND TO CONTACT MANUFACTURER OF OIL DRAIN PANS AND SCHEDULE DELIVERY. G.C. IS TO TAKE DELIVERY AND INSTALL FRAMES AND ROLLING PANS PRIOR TO SUBSTANTIAL COMPLETION.

OIL DRAIN PAN MANUFACTURER CONTACT INFORMATION:

JEFF JOHNSON,
JEFF@OFAB.NET

(352)427-1713

NOTE: INSULATE OFFICE WALLS AS REQ'D TO ATTAIN R-19 VALUE

NOTE: SLOPE FLOOR IN SERVICE AREA 1/4" PER FT MIN. TO LUBE TRENCHES

NOTE: CUSTOMERS WAIT INSIDE THIER CARS. NO WAITING AREA IS PROVIDED.

NOTE: PROVIDE R-19 BATT INSUL FACED IN OFFICE WALLS

TAKE 5 OIL CHANGE, LLC
STORAGE SYSTEM REVIEW

SYSTEMS ARE DIVIDED INTO 2 SEPARATE PROCESSES.

1. **USED OIL -**
   AFTER A TAKE 5 TECHNICIAN DIRECTS AND GUIDES THE CUSTOMER OVER A SHALLOW TRENCH THE USED OIL IS DRAINED INTO A ROLLING DRAIN PAN THAT IS POSITIONED UNDER THE VEHICLE. THE OIL FILTER IS ALSO CHANGED ABOVE THE DRAIN PAN. WHEN NECESSARY, THE DRAIN PANS ARE EMPTIED TO DESIGNATED OIL TANKS VIA ¾" GASOLINE-RATED HOSE, ROUTED THROUGH CHASES TO THE STORAGE ROOM. THE HOSES ARE CONNECTED VIA A VACUUM DIAPHRAGM PUMP, SO THE SYSTEM IS TOTALLY NON-PRESSURIZED. 100% OF TAKE 5'S USED OIL AND OIL FILTERS ARE RECLAIMED AND RECYCLED BY OSHA CERTIFIED USED OIL RECYCLING COMPANIES.

2. **NEW OIL -**
   WE STORE NEW BULK OILS IN RHINO GRAVITY FEED SYSTEMS INSIDE THE BAY AREAS. THESE SYSTEMS HAVE NO PUMPS OR PRESSURE, ARE APPROVED BY OSHA AND DOT, AND ARE LOCATED WITHIN A RECESSED AREA WITHIN THE SHOP. TAKE 5 ALSO CARRIES A MINIMUM AMOUNT OF RETAIL BOTTLED OILS FOR SPECIALTY VEHICLES AS NECESSARY.

NOTES -

1. TYPE OF LIQUIDS BEING STORED ARE CLASS IIIB LUBRICANTS ONLY.
2. ALL TANKS ARE ABOVE GROUND, SINGLE WALL. 3 ARE STEEL AND 12 ARE HIGH-DENSITY POLYETHYLENE.
3. VOLUME OF TANKS:
   (3) WASTE OIL TANKS OF APPROXIMATELY 330 GALLONS EACH
   (9) NEW OIL RHINO TANKS OF 120 GALLONS EACH
   (4) NEW OIL RHINO TANKS OF 220 GALLONS EACH

FOR CONTAINMENT - BULK TANKS ARE PLACED WITHIN RECESSED AREAS. THE RECESSED AREAS ARE CONNECTED VIA 3" CHASES TO THE SHALLOW TRENCHES, PROVIDING SECONDARY CONTAMINATION. EACH TRENCH MEASURES 10' X 3' X 30', YIELDING A TOTAL EXTRA VOLUME OF 1,683 GALLONS, IN ADDITION TO THE RECESSED AREAS WHERE THE TANKS ARE LOCATED.

4. TAKE 5 DOES NOT INCORPORATE DRAINS IN THEIR SHOP, SHALLOW TRENCH, OR STORAGE AREAS. THE ONLY DRAIN IN A TAKE 5 IS LOCATED IN THE RESTROOM.
5. WE MOP OUR FLOORS, RINSING THE MOP IN A MOP SINK THAT IS CONNECTED DIRECTLY TO AN OIL SEPARATOR.
6. THE OIL SEPARATOR IS CLEANED/EMPTIED/MAINTAINED BY THE OSHA CERTIFIED RECYCLING COMPANY THAT COLLECTS AND RECYCLES THE USED OIL.
7. SOME TANKS ARE PLACED ON SHOP FLOOR BETWEEN BAYS.

GENERAL NOTES:

1. **ALL ITEMS ARE TO BE PURCHASED, PROVIDED AND INSTALLED BY THE GENERAL CONTRACTOR**. UNLESS NOTED OTHERWISE. GENERAL CONTRACTOR SHALL USE NATIONAL PURCHASING ACCOUNTS FOR VENDORS LISTED BELOW.

#	E□UIPMENT SCHEDULE	PURCHASED BY	INSTALLED BY	VENDOR
1.	NEW OIL TOTE TANKS	F□	CORP	
2.	USED OIL TANKS	F□	VENDOR	
3.	PIT FRAMES (PRE-FABRICATED)	GC	GC	
4.	ROLLING DRAIN PANS	GC	GC	
5.	OFFICE SHELVING	GC	GC	
□	OIL SEPARATOR PLUMBER	GC	GC	
7.	COOLANT MACHINE	F□	CORP	
8.	PODIUM WORK STATIONS	F□	CORP	
9.	COMPUTERS	F□	CORP	
10.	COMPUTER MONITORS	F□	CORP	
11.	DROP SAFE	F□	CORP	
12.	AIR COMPRESSOR	F□	VENDOR	
13.	USED OIL PUMPS	F□	VENDOR	
14.	SERVICE AREA SHELVING	F□	GC	
15.	BACK ROOM SHELVING	F□	GC	

GC GENERAL CONTRACTOR
FZ FRANCHISEE
CORP TAKE 5 CORPORATE
VENDOR PREFERRED INSTALLER

C□rr□□□□□□□□
E□□□□ □□□ I□□□□□r□ F□r F□rd□
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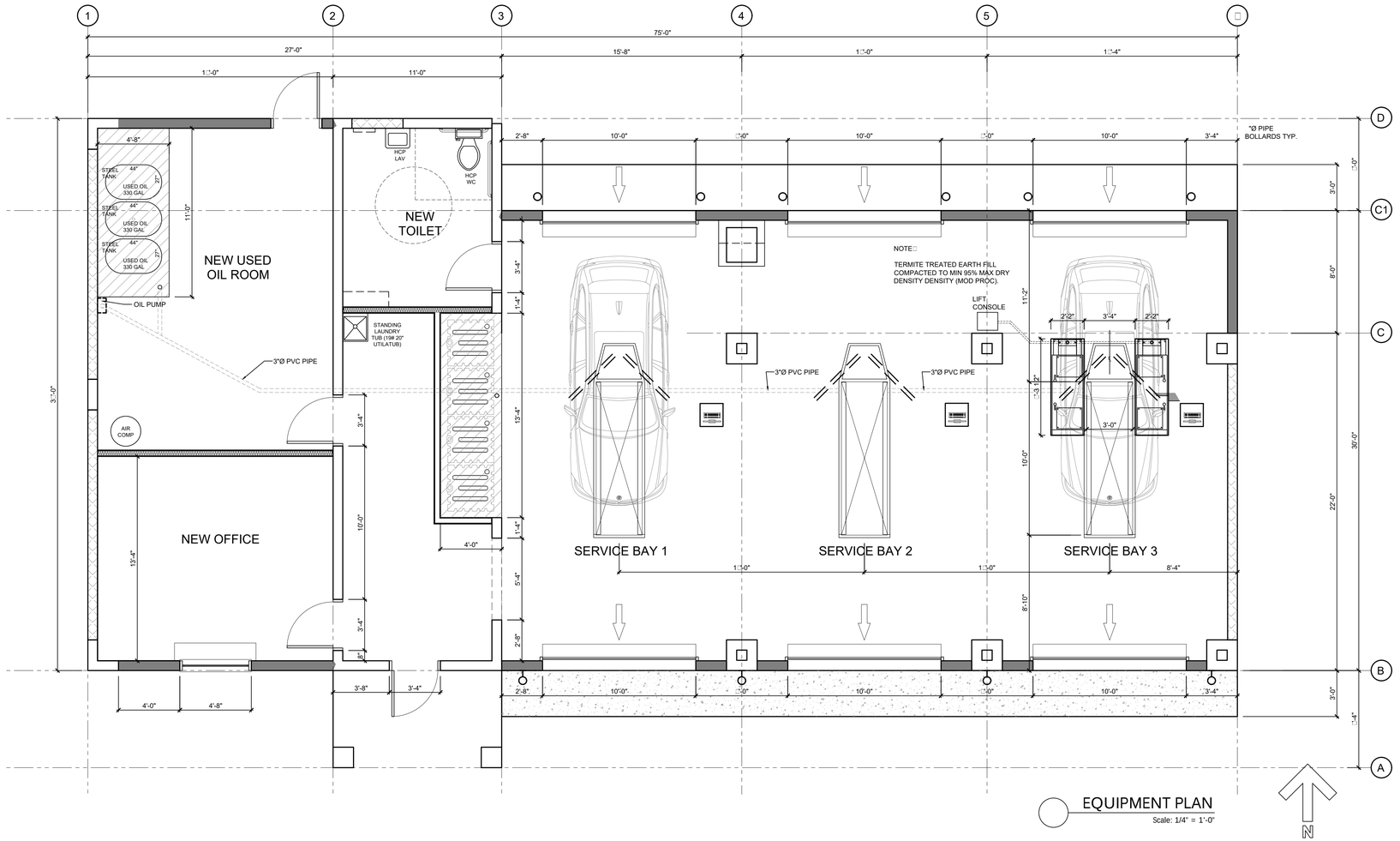

EQUIPMENT PLAN
Scale: 1/4" = 1'-0"

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352.873.3737 (PH)
352.873.0737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,999
STATE OF GEORGIA 5044

PROJECT

REMODEL OF EXISTING CARWASH

FOR

TAKE 5 OIL CHANGE

3511 Manatee Avenue West
BRANDENTON, FLORIDA

DRAWN BY: RBC
CHECKED BY:
APPROVED BY: DPK
ARCHITECT'S PROJECT No.: 24-7062

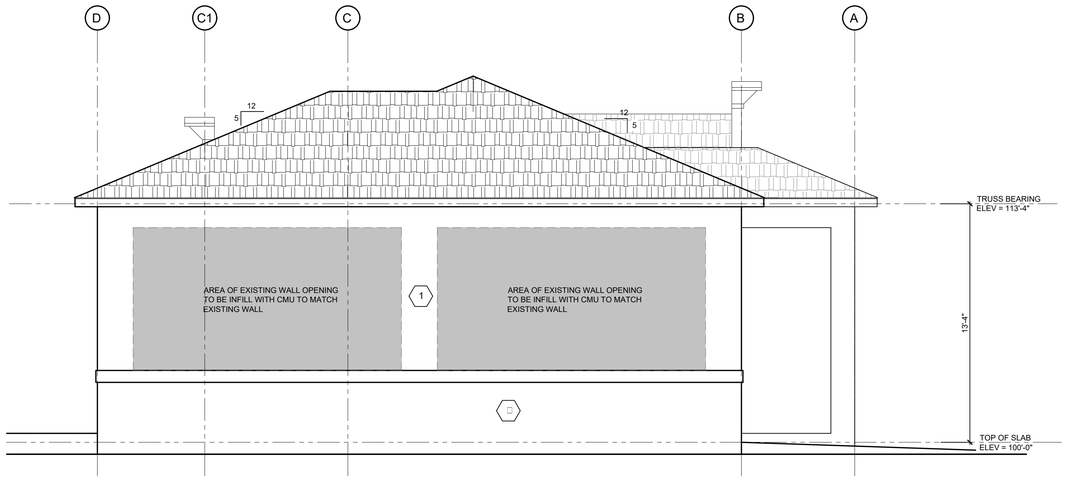
SHEET TITLE:
EQUIPMENT PLAN

SHEET NUMBER
A1.3

DRAWING ISSUE: FOR REVIEW
DATE: 04 SEP 2024
REVISED:

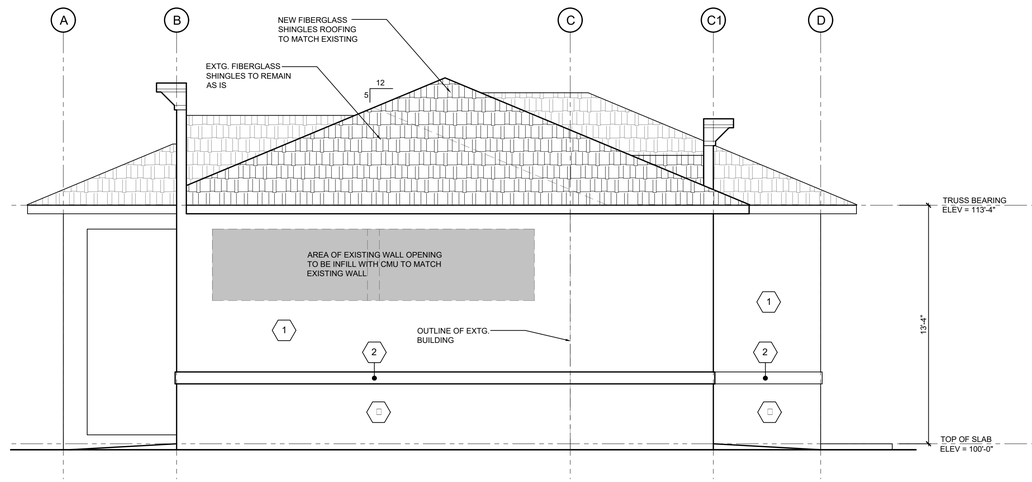
SEAL
STATE OF FLORIDA
DAVID PAUL KING, JR.
AR0012999
REGISTERED ARCHITECT

GENERAL CONTRACTOR



LEFT SIDE ELEVATION - PROPOSED

Scale: 1/4" = 1'-0"



RIGHT SIDE ELEVATION - PROPOSED

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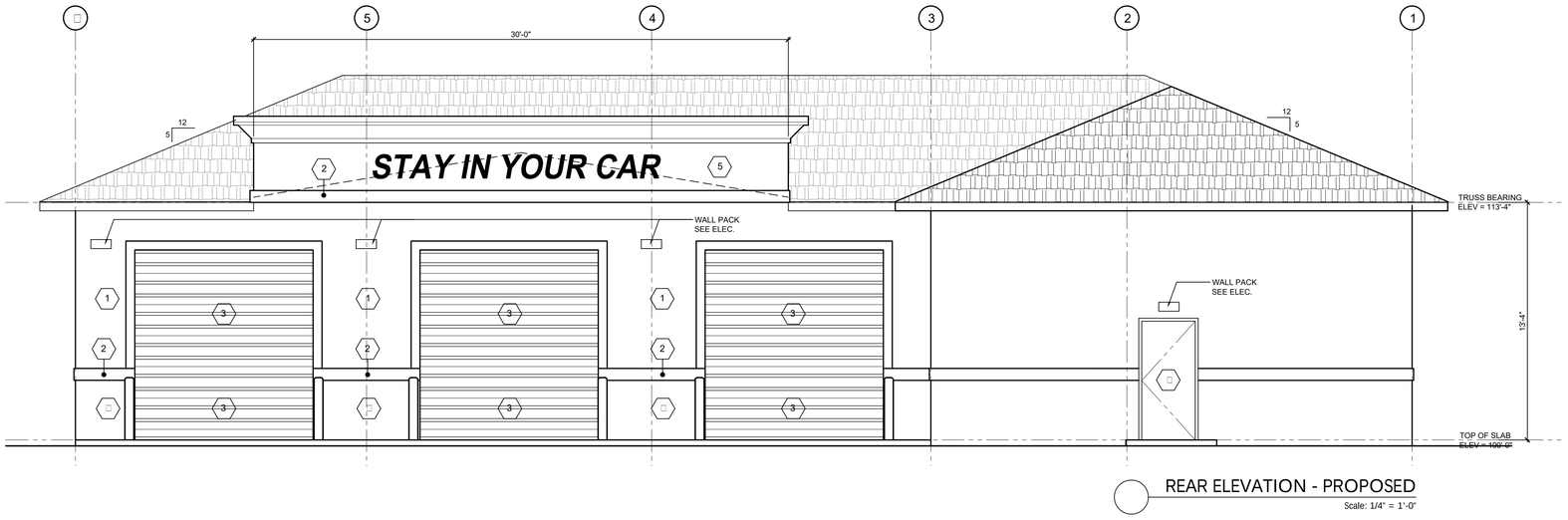
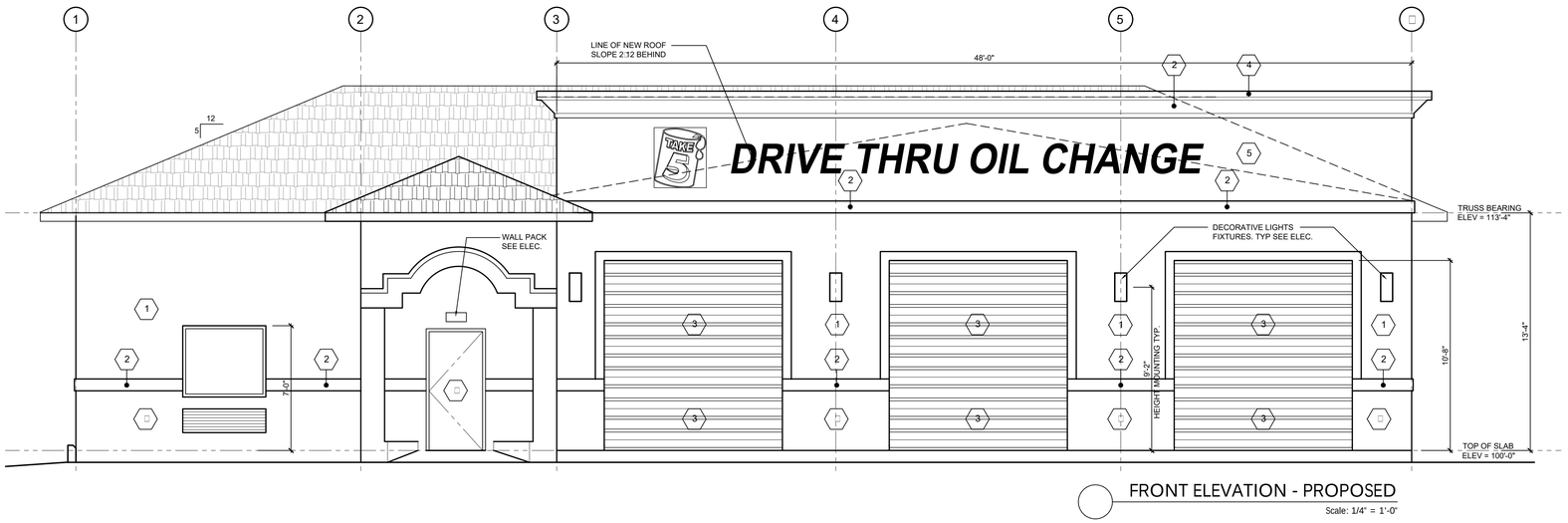


REAR ELEVATION - PROPOSED

Scale: 1/4" = 1'-0"

EXTERIOR FINISH SCHEDULE			
NO.	AREA	COATS	COLOR
1	STUCCO ON CMU MAIN COLOR	–	MATCH SW COLOR #7□93□STONEBRIAR
2	STUCCO ON STYROFOAM ACCENT BAND □ CORNICE	–	MATCH SW COLOR #7□78□COTTAGE CREAM
3	COIL UP DOOR	–	MATCH SW □097□STURDY BROWN
4	PREFINISHED ALUMINUM COPING	–	MATCH SW COLOR #□871□POSITIVE RED
5	EIFS SYSTEM SECONDARY COLOR	–	MATCH SW COLOR #□871□POSITIVE RED
□	PAINTED STUCCO WALL BASE COLOR	–	MATCH SW □097□STURDY BROWN
7	FASCIA	–	MATCH SW COLOR #7□78□COTTAGE CREAM



FRONT ELEVATION - PROPOSED

Scale: 1/4" = 1'-0"

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PROJECT

REMODEL OF EXISTING CARWASH

FOR

TAKE 5 OIL CHANGE

3511 Manatee Avenue West
BRANDENTON, FLORIDA

DRAWN BY: RBC
CHECKED BY:
APPROVED BY: DPK
ARCHITECT'S PROJECT No.: 24-7062

SHEET TITLE:

EXTERIOR ELEVATIONS
EXISTING / PROPOSED

SHEET NUMBER

A2.0

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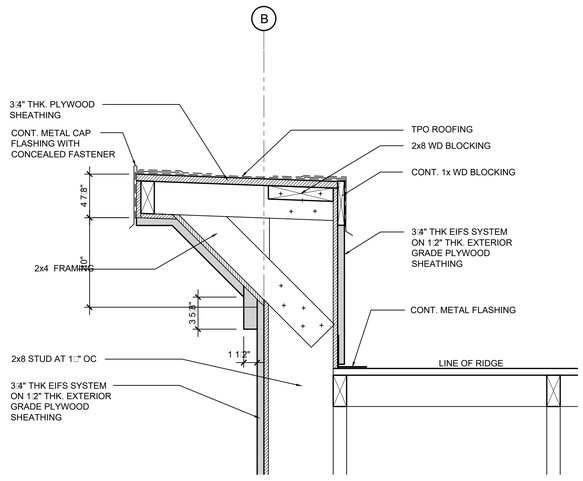
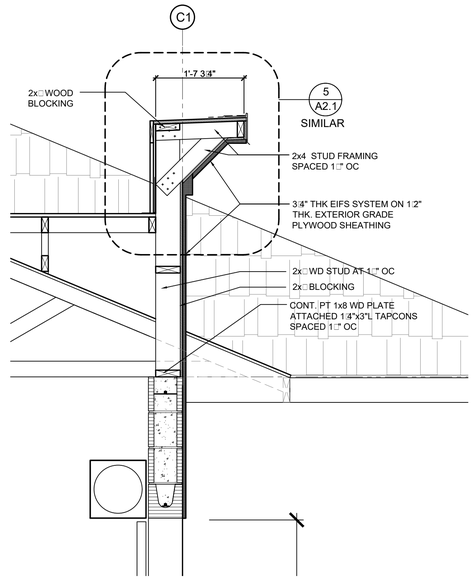
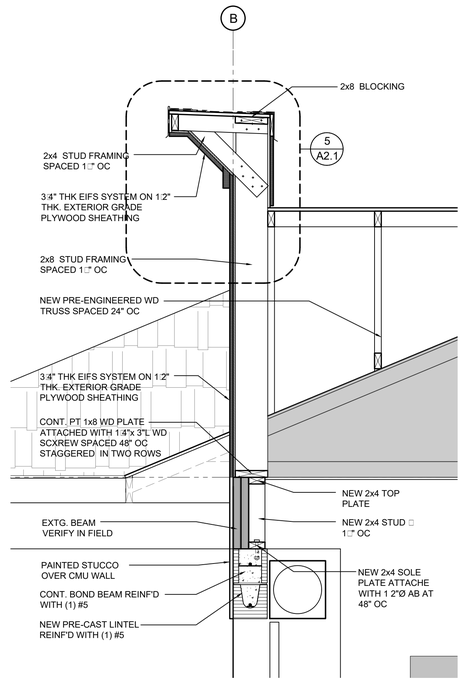


5 PARAPET WALL TRIM DETAIL
Scale: 1 1/2" = 1'-0"



4 PARAPET DETAIL
Scale: 3/4" = 1'-0"



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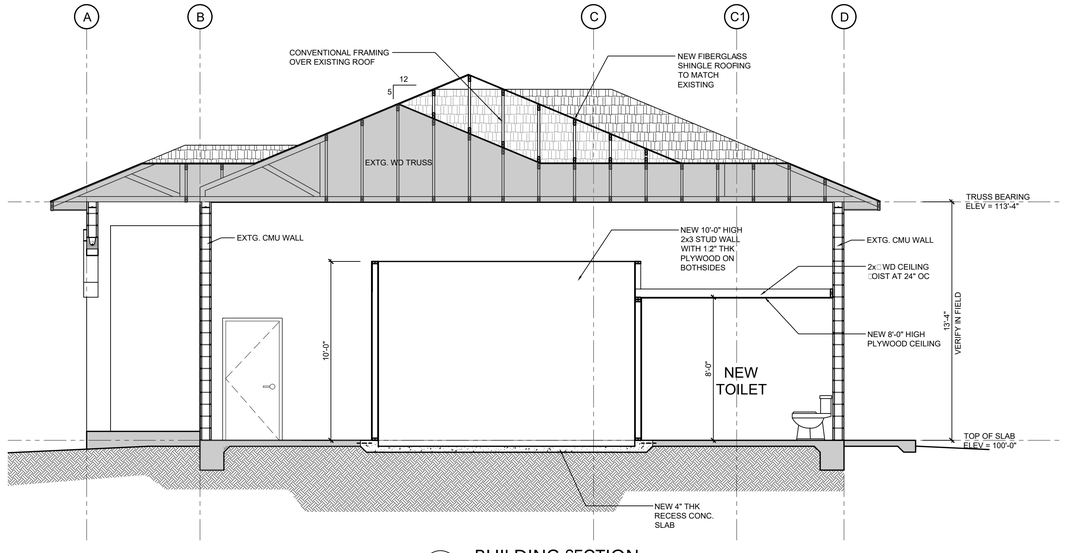

2 BUILDING SECTION
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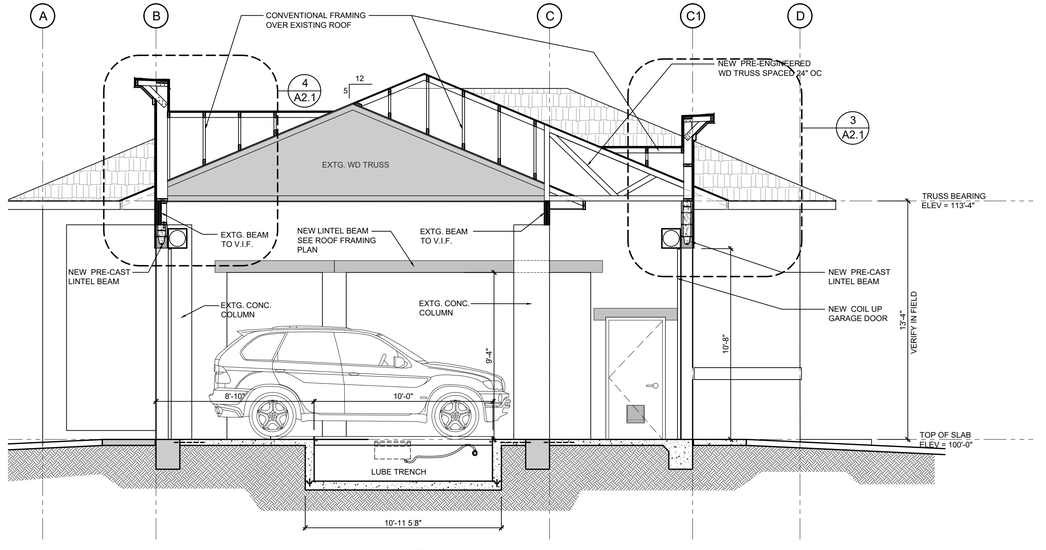


1 BUILDING SECTION
Scale: 1/4" = 1'-0"

DRAWING ISSUE: FOR REVIEW
DATE: 04 SEP 2024
REVISED:

SEAL

STATE OF FLORIDA
DAVID PAUL KING JR
AR0012999
REGISTERED ARCHITECT

GENERAL CONTRACTOR

David P. King, Jr
ARCHITECT
7500 SW 61ST AVE
SUITE 400
OCALA, FL. 34476
352.873.3737 (PH)
352.873.0737 (FAX)

REGISTRATIONS:
STATE OF FLORIDA AR 12,999
STATE OF GEORGIA 5044

PROJECT

REMODEL OF EXISTING CARWASH

FOR

TAKE 5 OIL CHANGE

3511 Manatee Avenue West
BRANDENTON, FLORIDA

DRAWN BY: RBC
CHECKED BY:
APPROVED BY: DPK
ARCHITECT'S PROJECT No.: 24-7062

SHEET TITLE:
BUILDING SECTION

SHEET NUMBER
A2.1

C:\USERS\DPK.USER\ONEDRIVE\2024\COMMERCIAL\DON WALLACE_TAKE 5 MANATEE AVE CAR WASH CONVERSION\24-7062_TAKE5_MANATEE.DWG

Cadjazz Engineering Consultants
Take 5 Comparison to Carwash @ 3511 Manatee Avenue West
City of Bradenton

TRAFFIC IMPACT STATEMENT
Prepared November 22, 2025
Parcel ID #3677000006

Narrative

The property exists as a four (4) bays (three bays of self-service car wash and one automatic carwash), formerly known as Friendly City Carwash. The automatic carwash generated more trips than self service, nevertheless, we estimated 4 bayThe proposed project is to renovate existing building from approximately 2,094 square feet four bay carwash into a 3 bay stay in your car oil change facility. This TIS summary is intended to support the de minimus traffic change and reduction of vehicle trips when comparing the existing self-service car wash with proposed Take 5 Quick Oil Change.

Trip Generation Take 5 Quick Oil Change

Table 1 and 2 below indicates the estimated trips using ITE Trip Generation 12th Edition pm peak hour rate comparison for Take 5 (ITE 941) and Self Service Carwash (ITE 947).

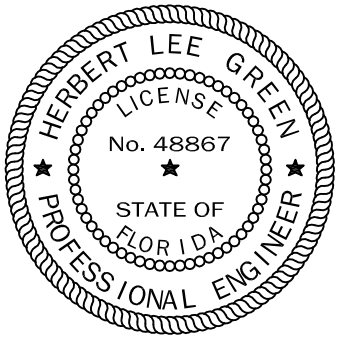
TABLE 1. Trip Generation

ITE Code	Land Use Type	Size	AM Peak-Hour Trips In	AM Peak-Hour Trip Out	AM Peak-Hour Total Trips
941	Quick Oil Change	3 Bays	8	6	14
	Total	3 Bays	8	6	14

TABLE 2. Trip Generation

ITE Code	Land Use Type	Size	PM Peak-Hour Trips In	PM Peak-Hour Trip Out	PM Peak-Hour Total Trips
947	Self-Service Carwash	4 Bays	10	9	19
	Total	4 Bays	10	9	19

Based on the ITE trip generation comparison, the Take 5 quick oil change service will generate 5 less peak hour trips or more than 26% less peak hour trips than existing self service carwash, and based on the trip comparison, we can state that the Take 5 will be less traffic impact than the existing self service carwash.



City of Bradenton
Planning and Community Development Department
City Council Public Hearing
February 11, 2026

Staff Report

Case Number: PLN-SUP-25-0023 / RES 26-04
Applicant: Herb Green, Agent
Address: 3511 Manatee Ave W, Bradenton Fl 34205
Zoning/Future Land Use: SCC (Suburban Commercial Corridor)/SCC (Suburban Commercial Corridor)
Flood Zone: X

Surrounding Property:

Zoning:
North: UCC (Urban Commercial Corridor)
South: County Property
East: County Property
West: County Property

Future Land Use:
North: UCC (Urban Commercial Corridor)
South: County Property
East: County Property
West: County Property

Summary of Request

The applicant is seeking approval of a Special Use Permit for a Drive Thru Service Station / Repair for property located at 3511 Manatee Ave W, Bradenton, FL, also identified as Parcel Number 3677000006. The subject property is zoned Suburban Commercial Corridor (SCC) with a future land use being the same. The property is approximately 0.4545 acres.

The lot is a currently existing Car Wash, which is listed as a special use within the Land Use Regulations chart 3.2.1.2. Service Station/Repair is also listed as a Special Use in this same Land Use Regulations chart. The future land use of SCC is listed within the Comprehensive Plan, stating that the future land

use must "commensurate with suburban arterial roadways such as gas stations, car washes, drive through restaurants, open storage, mini-storage, retail, office, automotive sales, automotive repair and service, hotel, motel, restaurants, and social services.

The subject parcels and surrounding area are shown on the following aerial map.

Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS

L.U.R. 3.3.1. All Special Uses shall comply at minimum with the following standards. Additional requirements may be made by City Council to ensure compatibility of uses.

L.U.R. 3.3.1.1. All Special Uses shall be subject to the general standards of these Land Use Regulations for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the Special Use is proposed.

L.U.R. 3.3.1.2. A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

Staff Response *The applicant is not showing a 10-foot landscaped strip, but there is landscaping present on site.*

REVIEW CRITERIA

L.U.R. 3.3.2. All Special Uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

L.U.R. 3.3.2.1. The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

L.U.R. 3.3.2.2. Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

L.U.R. 3.3.2.3. All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

L.U.R. 3.3.2.4. Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: *The applicant has noted there is existing ingress/egress and that their proposed use should be below the current traffic levels.*

L.U.R. 3.3.2.5. The following shall be considered and cited as reasons for approval or denial of the application:

a) Adequacy of ingress and egress to property and proposed structures with regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

Staff Response: The proposed project has two points of egress, one 36th Street West and a right-turn only onto Manatee Avenue West.

b) Location and design of off-street parking and loading areas in regard to the items in "a" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

Staff Response: *The plans do show enough parking per the Land Use Regulations, including an ADA space.*

c) Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

Staff Response: *The proposed plan shows a refuse area. Public Works will have to verify that the location is feasible for service.*

d) Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

Staff Response: *The proposed project will not change any of the existing utilities.*

e) Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: As mentioned, there is existing landscaping.

f) Proposed sign and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: Any lighting or signage shall be in accordance with the City of Bradenton's requirements. If additional lighting or signage is proposed, review during the building permit process will ensure compliance with applicable standards.

g) Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: The applicant asserts there will not be a negative effect on nearby property value.

h) Adequacy of land and/or building which are to be used.

Staff Response: The land and the building is adequate for changing the usage from a car wash to an oil change service station.

i) General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: There will be no change in compatibility or appropriateness from what is currently existing to what is being proposed.

j) Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.

Staff Response: The land should be compatible with any new environmental changes that come from changing from car wash to oil change.

k) Consistency with the City's Comprehensive Plan.

Staff Response: *The property is in accordance with the SCC Future Land Use Zoning in the City's Comprehensive Plan.*

STAFF COMMENTS:

1. City Council is encouraged to evaluate the request based on the criteria provided, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations along with the Future Land Use Element of the Comprehensive Plan.

Planning Commission met on January 21, 2026, and recommended to City Council with an **Approval** (vote 3-2) of Resolution 26-04, Case PLN-SUP-25-0023; as submitted with the following stipulations:

1. During the Site Improvement Permitting phase, the site plan shall be reviewed for compliance with the Florida Fire and Building Codes and with City of Bradenton Land Use regulations, as applicable.

Respectfully submitted,

Brandon Wink

Brandon Wink
Planner
City of Bradenton

Exhibits

Exhibit 1: Location Map

Exhibit 2: Future Land Use Map

Exhibit 3: Zoning Map

Exhibit 4: Site Plan

Exhibit 1

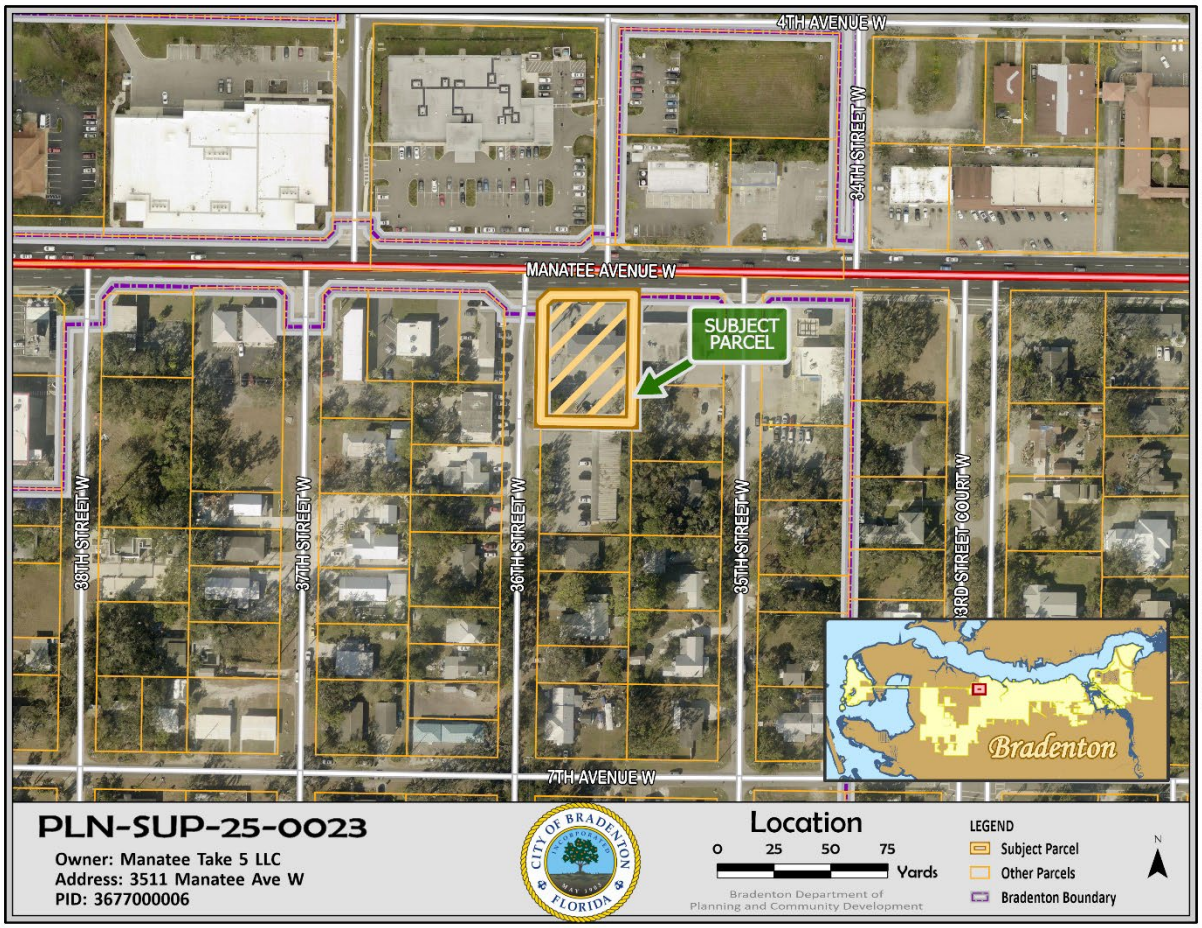
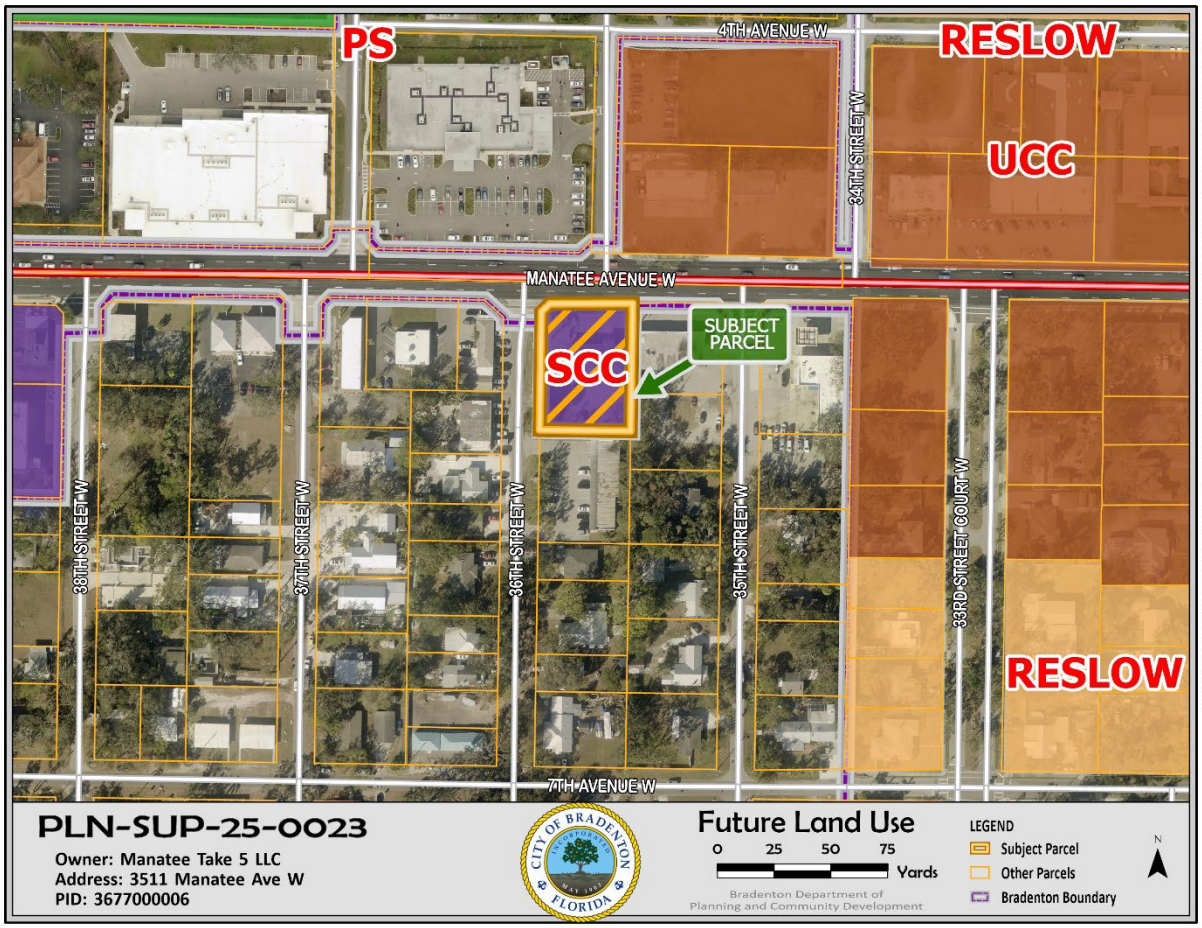

4TH AVENUE W
34TH STREET W
MANATEE AVENUE W
SUBJECT PARCEL
38TH STREET W
37TH STREET W
36TH STREET W
35TH STREET W
13RD STREET COURT W
7TH AVENUE W
Bradenton
PLN-SUP-25-0023
Owner: Manatee Take 5 LLC
Address: 3511 Manatee Ave W
PID: 3677000006
CITY OF BRADENTON FLORIDA
Location
0 25 50 75
Yards
Bradenton Department of Planning and Community Development
LEGEND
Subject Parcel
Other Parcels
Bradenton Boundary
N

Exhibit 2


PS
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RESLOW
UCC
34TH STREET W
MANATEE AVENUE W
SUBJECT PARCEL
SCC
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37TH STREET W
36TH STREET W
35TH STREET W
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PLN-SUP-25-0023
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PID: 3677000006
CITY OF BRADENTON FLORIDA
Future Land Use
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Yards
Bradenton Department of Planning and Community Development
LEGEND
Subject Parcel
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Bradenton Boundary
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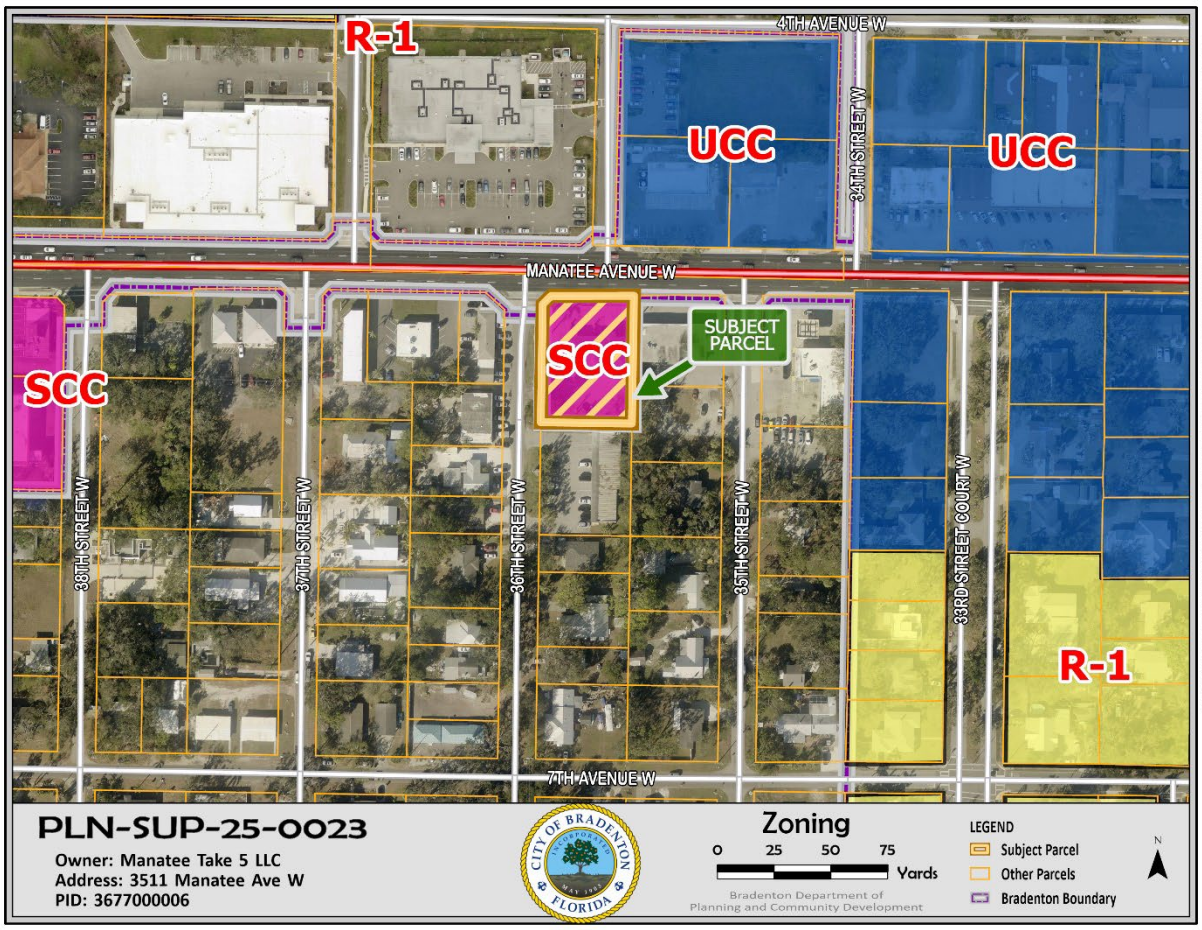
Exhibit 3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UCC
34TH STREET W
MANATEE AVENUE W
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SUBJECT PARCEL
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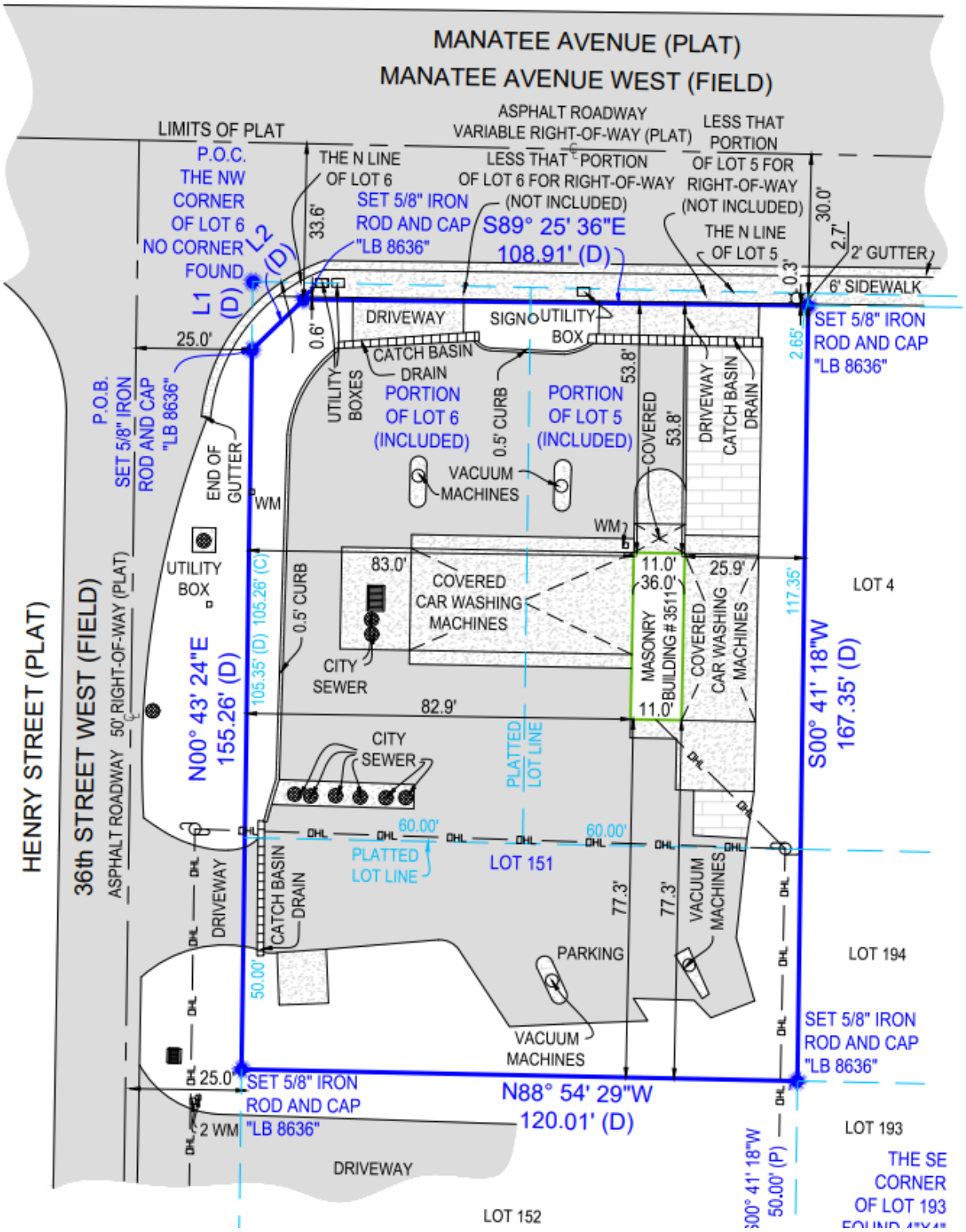
R-1
7TH AVENUE W
PLN-SUP-25-0023
Owner: Manatee Take 5 LLC
Address: 3511 Manatee Ave W
PID: 3677000006
CITY OF BRADENTON FLORIDA
Zoning
0 25 50 75
Yards
Bradenton Department of Planning and Community Development
LEGEND
Subject Parcel
Other Parcels
Bradenton Boundary
N

Exhibit 4


MANATEE AVENUE (PLAT)
MANATEE AVENUE WEST (FIELD)
LIMITS OF PLAT
ASPHALT ROADWAY
VARIABLE RIGHT-OF-WAY (PLAT)
LESS THAT PORTION
OF LOT 5 FOR
RIGHT-OF-WAY
(NOT INCLUDED)
P.O.C.
THE NW
CORNER
OF LOT 6
NO CORNER
FOUND
THE N LINE
OF LOT 6
LESS THAT PORTION
OF LOT 6 FOR RIGHT-OF-WAY
(NOT INCLUDED)
SET 5/8" IRON
ROD AND CAP
"LB 8636"
S89° 25' 36"E
108.91' (D)
THE N LINE
OF LOT 5
30.0'
2.7'
2' GUTTER
0.3'
6' SIDEWALK
L1
(D)
L2
(D)
33.6'
0.6'
DRIVEWAY
SIGN
UTILITY
BOX
SET 5/8" IRON
ROD AND CAP
"LB 8636"
2.65'
25.0'
CATCH BASIN
DRAIN
UTILITY
BOXES
PORTION
OF LOT 6
(INCLUDED)
0.5' CURB
PORTION
OF LOT 5
(INCLUDED)
53.8'
COVERED
53.8'
DRIVEWAY
CATCH BASIN
DRAIN
P.O.B.
SET 5/8" IRON
ROD AND CAP
"LB 8636"
END OF
GUTTER
VACUUM
MACHINES
WM
WM
UTILITY
BOX
83.0'
COVERED
CAR WASHING
MACHINES
11.0'
36.0'
25.9'
LOT 4
0.5' CURB
105.35' (D) 105.26' (C)
CITY
SEWER
117.35'
MASONRY
BUILDING # 3511
COVERED
CAR WASHING
MACHINES
82.9'
11.0'
N00° 43' 24"E
155.26' (D)
S00° 41' 18"W
167.35' (D)
CITY
SEWER
PLATTED
LOT LINE
OHL
60.00'
PLATTED
LOT LINE
LOT 151
60.00'
77.3'
77.3'
VACUUM
MACHINES
DRIVEWAY
CATCH BASIN
DRAIN
PARKING
LOT 194
50.00'
VACUUM
MACHINES
SET 5/8" IRON
ROD AND CAP
"LB 8636"
25.0'
SET 5/8" IRON
ROD AND CAP
"LB 8636"
N88° 54' 29"W
120.01' (D)
2 WM
DRIVEWAY
LOT 193
S00° 41' 18"W
50.00' (P)
THE SE
CORNER
OF LOT 193
LOT 152
HENRY STREET (PLAT)
36th STREET WEST (FIELD)
ASPHALT ROADWAY 50' RIGHT-OF-WAY (PLAT)