AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, May 28, 2025
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Father Mike Brady with Christ Episcopal Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Code Enforcement Officers' Appreciation Week
Code Enforcement Officers' Appreciation Week Proclamation
b) Legislative: National Garden Week
National Garden Week Proclamation

4. PRESENTATIONS

a) Administrative Services: Quarterly Employee Recognition
Quarterly Recognition Program

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) City Administration: First Amendment to Retail Lease Agreement Between the City of Bradenton and Orange Blossom Coffee, Inc.
First Amendment to Retail Lease Agreement
b) Information Technology: Local Government Cybersecurity Grant Program
c) Public Works & Utilities: Purchase Approval for Two 2025 Elgin RegenX Sweepers
Proposal from Elgin
Turnkey Maintenance Contract
d) Public Works & Utilities: Work Assignment for Manhole Lining for Lift Stations 41, 20, 23, 17, and 08
GML Coatings Proposal

e) Purchasing: Agreement for Manatee Elementary Sidewalk and Safety Improvements with C-Squared Certified General Contractors
Agreement IFB-25-004EJ with C-Squared Certified General Contractors, Inc.

f) Purchasing: Recommendation for Award for RFP-25-013MK to Spectrum Underground, Inc. for Fairfield Acres Drainage Improvements
Notice of Recommended Award of IFB-25-013MK

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development: ORDINANCE 4059 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON'S LAND USE REGULATIONS, CHAPTER 3, DISTRICT REGULATIONS, SECTION 3.2, STANDARD LAND USE ATLAS DISTRICT REGULATIONS, SCHEDULE 3.2.1.2 PERMITTED AND SPECIAL USES MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS, TO ADD DOCKS AND PIERS AS A PERMITTED OR SPECIAL USE IN THE URBAN VILLAGE ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4059
Staff Report
Application
Presentation

b) City Administration: ORDINANCE 4060 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA AMENDING CHAPTER 62, ARTICLE IV OF THE CODE OF ORDINANCES TO PROVIDE FOR OVERNIGHT MOORING OF AUTHORIZED VESSELS AT THE PUBLIC DAY DOCK LOCATED AT RIVERWALK PARK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4060
Business Impact Estimate

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

a) Legislative: Appointment of Police Chief - **10:00 a.m. Time Certain**
Letter to City Council from Mayor Gene Brown

b) City Administration: Architectural and Engineering Change Order for the Bradenton Police Department Headquarters

c) City Administration: Contract for Purchase and Sale for 2502 Riverside Drive East

Contract for Purchase and Sale

d) City Administration: Emergency Procurement Report
e) City Administration: Health Insurance Renewal for Fiscal Year 2026
f) City Administration: Proposed Scope and Fees with Dover, Kohl & Partners for an Economic Development Action Plan
Economic Development Action Plan Proposed Scope and Fees
g) City Administration: Woodard & Curran Fiscal Solutions and Strategic Funding Plan
Proposal for Fiscal Initiative Plan
h) Planning & Community Development: Resolution 25-51 - Building Permit Fees
Resolution 25-51
Resolution 25-51 Staff Memorandum
Fee Schedule Comparison

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: May 28, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Code Enforcement Officers' Appreciation Week

SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

ATTACHMENTS:
Code Enforcement Officers' Appreciation Week Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Code Enforcement Officers' Appreciation Week
June 2-6, 2025

Whereas, code enforcement officers provide for the safety, health and welfare of the citizens in this community through the enforcement of building, zoning, housing, animal control, fire safety, environmental and other codes and ordinances; and

Whereas, code enforcement officers are often not credited for the jobs that they do in saving lives and improving neighborhoods. Every day, assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and

Whereas, too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and

Whereas, code enforcement officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim the week of June 2-6, 2025, as ***Code Enforcement Officers' Appreciation Week*** and urge all citizens to express appreciation for the dedication and outstanding service provided by the code enforcement officers.

Gene Brown
Mayor
May 28, 2025

AGENDA ITEM NO. 3.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: National Garden Week

SUGGESTED ACTION: Reading

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

ATTACHMENTS:
National Garden Week Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

National Garden Week
June 1-7, 2025

Whereas, gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

Whereas, gardeners seek to add beauty, splendor, fragrance and nutrition to our lives though the growing of herbs, vegetables, foliage and flowers; and

Whereas, gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

Whereas, gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and

Whereas, gardening furnishes a challenging and productive activity for our citizens, for those just learning as well as those having years of experience; and

Whereas, gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our life, teaches that rewards can come from diligent efforts; and

Whereas, gardening enables members of Garden Clubs across the nation and the world to make a world of difference in the communities where they reside and work.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim June 1-7, 2025 as ***National Garden Week*** in Bradenton, and acknowledge the importance of gardening and the numerous contributions of gardeners.

Gene Brown
Mayor
May 28, 2025

AGENDA ITEM NO. 4.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Nilsa Taylor, Administrative Services

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Quarterly Employee Recognition

SUGGESTED ACTION: Recognize employee(s) who embody the mission and values of the City of Bradenton.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Quarterly Recognition Program is designed to recognize employee(s) and/or team(s) that demonstrate outstanding service to the City of Bradenton, our citizens, and co-workers. It is intended to show our appreciation and support for the work they do and encourage them to strive for growth and exceptional service for the betterment of the City and the citizens we serve. Nominations were evaluated and reviewed by City Administration and Human Resources based on accomplishments that result in one or more of the following: going above and beyond the service level, distinguished achievement, exceptional customer service, outstanding support to another department, significant act bringing credit to the City and its work force, exemplary leadership, team work and commitment, positive attitude and role model, identified process improvements, creativity in new and innovative work processes.

FINANCIAL IMPACT:
$500 funded through the Wellness Fund.

ATTORNEY REVIEW/RECOMMENDATION:
n/a

SUGGESTED MOTION:

n/a

ATTACHMENTS:
Quarterly Recognition Program

Quarterly Recognition Program

The Quarterly Recognition Program is designed to recognize employee(s) and/or team(s) that demonstrate outstanding service to the City of Bradenton, our citizens, and co-workers. It is intended to show our appreciation and support for the work they do and encourage them to strive for growth and exceptional service for the betterment of the City and the citizens we serve. Recognizing and incentivizing the daily roles by encouraging superior employee performance and innovation, this program will serve to create a culture of mutual respect, boost morale, and reward employee(s) and team(s) that exceeds normal day-to-day expectations. Furthermore, this program will recognize groups of employees who served as a team or cross-functional team and embody the mission and values of their respective departments and City of Bradenton.

Quarterly Selection:
Outstanding employee(s) and/or team(s), etc. will be selected based on recommendations from supervisors and teammates to Department Heads. Department Heads will select their top nomination for the quarter and submit their selection on the appropriate form to Human Resources. Nominations will then be evaluated and chosen by the City Administrator and Mayor or another selected designee.
Employees may be nominated for accomplishments that result in:

1. Execution of the duties of the position far beyond the service level commonly expected by the employee's supervisor; or
2. A distinguished accomplishment or achievement that is significant in scope, effort, or impact on governmental operations or service to citizens; or
3. Consistent exceptional customer support and service; or
4. Outstanding support to another department; or
5. Significant act which brings credit upon the City and its work force; or
6. Significant progress in achieving city goals; or
7. Exhibiting exemplary and consistent leadership, team work and commitment; or
8. Has a positive attitude toward work responsibilities, co-workers, and customers, and also serves as a role model for others.
9. Identifying a process improvement or improvements in services provided to the public; or
10. Creativity in new and innovative work processes, methods, and/or procedures

Nomination Period and Process:
Employee(s) and Team(s) can be nominated each quarter of each year:
1st quarter: January 1 – March 31
2nd quarter: April 1 – June 30
3rd quarter: July 1 – September 30
4th quarter: October 1 – December 31

All supervisors are encouraged to recommend their employees; however, an employee or team may also be recommended for the award by another co-worker. Recommendations should be turned into the Department Heads to complete a "Quarterly Nomination Form". The form must be sent by email to Human Resources by the 20th of the following closing quarter month. Incomplete nominations, or nominations without the proper form will not be accepted. The person(s) making their nomination must include their contact information and provide a written description of the action, benefit, or contribution of the employee(s) or team(s).

Award:
Employee of the quarter will receive the following:

1. Recognition at next regularly scheduled City Council meeting.
2. $100 Prize for each employee/team member (The IRS considers incentives taxable income so the monetary rewards will be taxed accordingly)
3. One Appreciation Day will be added to an employee's time-off accruals at the next scheduled pay day and must be used within six (6) months.
4. Social Recognition (highlighted on City Social Media accounts and City newsletter)

Eligibility:
All full-time and part-time employees of the City of Bradenton are eligible for this award if they have successfully completed their introductory period. All team members and employees should be in good standings and will be reviewed for attendance and performance records. Employees may not be chosen more than once in a twelve (12) month period.

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Amendment to Retail Lease Agreement Between the City of Bradenton and Orange Blossom Coffee, Inc.

SUGGESTED ACTION: Approval.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
At the Meeting on May 14, 2025, City Council approved Resolution 25-40 granting Special Use Permit No. PLN-SUP-25-0004 to Orange Blossom Coffee, Inc. to permit a sidewalk cafe with alcoholic beverage sales. This Amendment to the Retail Lease Agreement incorporates that permitted use and the tenant's obligations for clearing all debris related to the sidewalk cafe operation.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Blalock Walters drafted and approved.

SUGGESTED MOTION:
Motion to approve the First Amendment to Retail Lease Agreement with Orange Blossom Coffee, Inc.

ATTACHMENTS:
First Amendment to Retail Lease Agreement

First Amendment to Retail Lease Agreement Between the City Of Bradenton and Orange Blossom Coffee, Inc.

THIS FIRST AMENDMENT (the "Amendment") is made and entered into upon execution by the parties, by and between the City of Bradenton, a Florida municipality (the "City"), and Orange Blossom Coffee, Inc., a Florida corporation located at 1166 3rd Avenue W., Bradenton, Florida 34205 (the "Tenant") (the City and Tenant hereinafter collectively referred to as the "Parties').

WITNESSETH

WHEREAS, the City entered into the Retail Lease Agreement (the "Lease") with Friendly City Coffee, Inc. on May 5th, 2022, for the premises located at 1000 3rd Avenue West, Bradenton, Florida 34205 (the "Premises"), as depicted in Exhibit "A" to the Lease; and

WHEREAS, the City and Friendly City Coffee, Inc. entered into an Addendum on June 27th, 2022, modifying the tenant's title from Friendly City Coffee, Inc. to Orange Blossom Coffee, Inc.; and

WHEREAS, Special Use Permit No. PLN-SUP-25-0004 was approved by the City Council on April 23rd, 2025, and issued for the Premises to allow for a sidewalk café with alcoholic sales subject to conditions contained therein (the "SUP");

WHEREAS, the Parties wish to amend certain provisions of the Lease in order to address the additional uses permitted under the SUP; and

WHEREAS, the Parties desire that, except as modified herein, all other terms, covenants, and conditions of the Lease, and the rights and obligations of the Parties, shall remain unchanged and in full force and effect, and are hereby ratified and affirmed.

NOW, **THEREFORE**, the Parties, for and in consideration of the provisions, 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 Amendment.
2. **Modifications to the Lease**.
    a. Section 4 of the Lease shall be modified as follows:

    USE. Tenant shall use the Premises solely for conducting the following business: coffee shop ("Permitted Use") under the name Orange Blossom Coffee, Inc. ("Trade Name"). In addition, Tenant has the right to use the area immediately adjacent to the roll-top door service Premises depicted on Exhibit A for outdoor sales and the sidewalk area as depicted in the SUP for sidewalk café purposes. Tenant agrees and covenants at all times throughout and during ~~each and every outdoor sale conducted~~ use of the sidewalk areas by Tenant (i) to keep and maintain the outdoor sales area and all areas and sidewalks immediately in front of the Premises or within the Garage free from clutter; except that Tenant may place a maximum of four (4) tables and twelve (12) chairs on the sidewalk facing 3rd

Avenue West during business hours for Tenant's sidewalk café in accordance with the SUP (the "Sidewalk Café Operation"); (ii) to keep and maintain such areas so as not to in any way unreasonably impede, impair or obstruct passage or access throughout the adjacent sidewalks, walkways and other areas; ~~and~~ (iii) to keep and maintain the such areas in a reasonably neat and orderly manner; (iv) to conduct the Sidewalk Café Operation in strict compliance with the terms and conditions of the SUP. Tenant shall not use the Premises for any other purpose whatsoever without the written consent of Landlord which consent may be withheld in Landlord's sole and absolute discretion. Tenant shall open for business on the Commencement Date and thereafter, Tenant shall keep the Premises continuously and uninterruptedly open for business to the public fully staffed and stocked Monday through Sunday during such hours as are approved by the City Administrator in writing, excluding only the following national holidays: New Year's Day, Easter, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Normal Operating Hours").

b. Section 9 of the Lease shall be modified as follows:

LANDLORD'S OBLIGATIONS. Landlord shall keep and maintain the Garage and the Common Areas in a good, clean and safe condition and repair at all times during the Term in a manner consistent with the operation of other comparable properties in the market in which the Garage is located, including the roofs, walls, foundations and structural portions thereof, and in compliance with applicable laws. Landlord shall keep all entrances, parking areas, driveways, and sidewalks free from debris; except that Tenant shall be responsible for clearing all debris related to its Sidewalk Café Operation. All Common Areas shall be subject to the exclusive control and management of Landlord. Landlord shall provide a standard level of air conditioning, ventilation and heating for the Premises during Normal Operating Hours and shall provide maintenance, repair and replacement of same when deemed reasonably necessary by Landlord. Climate control during other times will be available for an additional charge of $25.00 per hour. Landlord shall provide unheated water, sanitary sewer and trash removal (the cost of which shall be paid for by Tenant as provided in Section 6 hereof). Landlord agrees to exercise commercially reasonable efforts to perform its maintenance and repairs obligations under this Lease in a prompt and diligent manner in order to minimize any interference with Tenant's business operations in the Premises.

c. Section 12 of the Lease shall be modified to include the following:

Tenant shall throughout the Term of the Lease conduct its Sidewalk Café Operation in strict compliance with the terms and conditions of the SUP. In the event a violation of the terms and conditions of the SUP occurs due to Tenant's actions or

actions or inactions, and the Tenant fails to cure the violation following ten (10) days written notice from the Landlord, such violation shall constitute a material breach of the Lease.

3. **Affirmation**. Except as amended by the terms of this Amendment, all other terms, covenants, and conditions of the Lease, 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 Amendment 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment upon the terms and conditions above stated, this 28th day of May 2025.

CITY OF BRADENTON, FLORIDA:

By: _____

Name: Gene Brown

Title: Mayor

Date: May 28, 2025

ORANGE BLOSSOM COFFEE, INC.

By: Melissa J Lilly

Name: MELISSA J LILLY

Title: OWNER / AGENT

Date: 4-15-2025

5137905v1

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Karen Lanke, Information Technology

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Local Government Cybersecurity Grant Program

SUGGESTED ACTION: Approval.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This agreement allows the City of Bradenton to participate in the State of Florida's Local Government Cybersecurity Grant Program which provides cybersecurity solutions.

FINANCIAL IMPACT:
There is no financial impact to the City. The grant is for cybersecurity services and does not involve any direct funding or require matching funds from the City.

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

SUGGESTED MOTION:
Motion to approve the grant agreement for the Local Government Cybersecurity Grant Program from the State of Florida Department of Management Services.

ATTACHMENTS:

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Brandy Colandrea, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Purchase Approval for Two 2025 Elgin RegenX Sweepers

SUGGESTED ACTION:

Staff recommends approving the purchase of two 2025 Elgin RegenX Sweepers from Environmental Products Group, Inc., for a total cost of $663,334. This purchase also includes a comprehensive maintenance package at $120,000. The combined total expenditure amounts to $783,334. The acquisition will be carried out under Sourcewell Contract #093021-ELG.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The new trucks will replace two existing sweeper trucks that are approximately five years old and have reached the end of their expected service life. The replacement sweepers are expected to provide significant process improvements, enhancing efficiency, safety, and reliability in operations.

FINANCIAL IMPACT:

The necessary funds for this purchase have already been allocated in the Stormwater Fund (430), Drainage Division (53810), Capital Outlay (564000), and Vehicle Repair (546300).

ATTORNEY REVIEW/RECOMMENDATION:
Yes/Approved

SUGGESTED MOTION:
Motion to approve the purchase of two 2025 Elgin RegenX Sweepers and authorize the Mayor to execute the maintenance contract.

ATTACHMENTS:
Proposal from Elgin
Turnkey Maintenance Contract

Environmental Products Group

Proposal Summary

RegenX ®
Easy to use, easy to clean, easy to maintain.
Mid-Dump Regenerative Air Sweeper.

For City of Bradenton



RegenX

Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Domicile	Continental USA
Size of Sidebroom	42
Fuel Type	Diesel

Basic Chassis Info

Source	Elgin
Chassis Brand/Model	20XX M2 Dual Steer 26k
Chassis Mounting Charge	Chassis Mounting Charge

Chassis Equipment

Seating Options	(Standard) Right Hand Air-ride Cloth Hi-Back
Horn Options	Standard Electric
In Cab Air Restriction Gauge Chassis	Yes

Brooms

Sidebroom Tilt Option Right Hand	Yes
Sidebroom Tilt Option Left Hand	Yes
Dual Sidebroom Scrubbing position	Yes

Conveyance & Hopper

Stainless Steel screens	Yes
6" Drain	Yes
In-Cab Hopper Dump	Yes
Hopper Coating Systems	Lifeliner Hopper System
Inspection Doors-Right	Right Hand Door

Dust Control & Flush Systems

Fill Hose Length	25'
Front Spray Bar	Yes

Gauges and Indicators

Broom Hour Meter Gauge	Yes
Hydraulic Oil Level Gauge W/Thermometer on Tank	Yes

Component Protection

Auxiliary Hydraulic Pump	Yes
Idle Down / No Water	Yes

Lighting & Compliance

Lighting	LED Beacons Cab/Front ; (2) Hopper Rear with LED Arrowstick

Triangle Reflective Flares (3)	Yes
LED Stop/Tail/Turn	Yes
Slow Moving Vehicle Sign	Yes

Manuals and Warranty

Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
John Deere Operators Manuals	1
John Deere Parts Manuals	1

Tools/Toolbox

Hydrant Wrench	Yes
Left Hand Lockable Toolbox	Yes
Right Hand Lockable Toolbox	Yes
Fire Extinguishers	2.5 lbs

Paint & Decal

Paint Sweeper	Standard White
Paint Chassis	Standard White
Elgin Logo	Red Logo

Sourcewell Contract #093021-ELG Price: $331,667

ENVIRONMENTAL PRODUCTS GROUP

Turn Key Maintenance Contract

The intent of this agreement is to describe special terms and conditions for City of Bradenton to lease or purchase a street sweeper with vendor maintenance. The proposal is written to ensure that equipment operated by you will provide the lowest total cost during its useful life. The proposal is supplemental to the **Elgin Street Sweeper** Technical Specifications. This contractual agreement includes all preventative maintenance and repairs to both the body and chassis with noted exceptions.

DEFINITIONS:

- The term "Customer" shall mean the City of Bradenton.
- The term "EPG" shall mean Environmental Products Group, Inc., the dealer who represents the manufacturer of the equipment being proposed.
- The term "Fleet Management" shall mean Customer Fleet Manager or his/her designated representative, wherein the equipment will be operated and maintained.
- The term "EPG Principal" shall mean the principal person or his/her designated representative of EPG, Inc., whom this contract shall apply.
- The term "normal workday" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year, excluding city holidays. A list of all city holidays shall be supplied to the EPG from you upon award of this contract.
- The term "normal working hours" shall mean the time period of a normal workday when the Customer's main equipment shop and/or maintenance facility is normally open for operation. The Customer shall supply EPG with this information upon award of this contract.
- The term "in-service date" shall mean the date the Customer places the unit in operation. The Customer will notify the EPG Principal of the in-service date.
- The term "downtime" shall mean the period of time measured in normal workdays that the unit is unable or unsafe to perform those operations for which the unit was designed.

TERMS OF THE MAINTENANCE CONTRACT:

1. **Term of Maintenance Contract:** This guarantee shall be in effect in full force and effect for the duration of the City's ownership of the specified units for a period not to exceed of four (4) years.

2. **Rates**: $3,750 Quarterly in advance per unit.

3. **Required Training:** The training will require a minimum of one (1) day for operating, daily, and weekly maintenance overview. Training shall be made available upon request, as necessary, including but not limited to the onboarding process of new employees. The provision of training sessions shall not exceed four instances within any calendar year.

4. **Customer Responsibilities – Consumable Items:** The Customer is responsible for providing fuel, insurance, an operator for the machine and all consumable items but not limited to the following examples;

   4.1. **Mechanical Sweeper Consumable Item Examples** - brooms, spray nozzles, dirt shoes runners, conveyor belts, and any other item that is routinely consumed and the life of such item is controlled by the operator.

   4.2. **Vacuum / Regen Sweeper Consumable Examples** - brooms, spray nozzles, dirt shoes runners, caster wheels, black vacuum hose, aluminum vacuum tubes, and any other item that is routinely consumed and the life of such item is controlled by the operator.

   4.3. Original equipment items listed in this paragraph to be utilized and will be sold by EPG to the Customer to ensure OEM integrity is maintained.

5. **Customer Responsibilities – Daily and Weekly Responsibilities:** The Customer is responsible for the daily and weekly maintenance of the machine in accordance with instructions from EPG and/or the manufacturer. Weekly maintenance includes lubrication of the truck to include lube points, drivelines; as notated on the lube charts and/or unit manuals and activating the Regen System as noted in Item #6.

6. **Customer Responsibilities – Regen Policy:** The Customer is responsible for monitoring the chassis DPF/Regen system. As Regen warning lights progress to a mandatory action (yellow or red warning lights), it is the Customer's responsibility to stop the vehicle and start the Regen process. In the event the unit de-rates due to a failure of running the regen process, it is the Customer's responsibility to take the unit to the appropriate chassis dealer for repairs. The Customer is responsible for this expense. Loaner equipment will not be provided due to Regen Issues that are a result of not completing the mandatory regen.

7. **Customer Responsibilities – Operator Damage:** Repair of damage caused by the Customer personnel is not covered by this agreement and must be repaired to manufacturer's original specifications within a reasonable time frame upon notification of damage. Loaner equipment will not be provided when the unit down due to customer damage. Regenerative or vacuum sweepers that are operated

without water will cause damage to the system and that damage will be deemed Operator Damage and the downtime will not be permitted a loaner.

8. **EPG Responsibilities – Program Overview:** EPG is responsible for the cost and labor of the following:
   a) All preventative maintenance requirements for the chassis and body.
   b) All repairs to chassis and sweeper body and related components.
   c) Tires are not included.
   d) Operator damage or negligence is not included.

9. **EPG Responsibilities - Transportation of Units:** EPG shall be fully responsible for transporting to and from your facility, at no cost to you for any repairs or maintenance required, if said repairs or maintenance cannot be completed at The Customer's site.

10. **EPG Responsibilities - Maintenance Plan Guarantee:** EPG shall guarantee that the equipment purchased under this contract will be available for operation during normal workdays. In the event a unit is not, a loaner will be provide as stipulated in Item 13.

    10.1. Equipment availability shall apply to equipment put out of service for any reason other than i.e. operator damage, theft, vandalism, accident or incidents out of control of EPG which render the unit unable or unsafe to perform those operations for which the unit is designed. The Customer's supervising personnel, after inspection will determine in conjunction with an EPG Principal, if the unit was inoperable or unsafe and the cause of the downtime. Equipment availability shall not apply to equipment during routine maintenance.

    10.2. The unit will be considered out of service starting the first normal workday, following EPG notification by The Customer that the unit is inoperable or unsafe and requires repair. Therefore, the downtime clock will start at the beginning of the first normal workday, following such notification. The Customer's Fleet Manager will notify the EPG Principal during normal working hours of a unit that is out of service and requires repair. The unit will be considered in service (operational) starting the first normal workday following the completion of the repair and/or return of the repaired unit. Therefore, the downtime clock will stop at the beginning of the first normal day following the repair completion or return of the repaired unit.

11. **Downtime Credit:** EPG will credit The Customer a daily amount of $300 for each normal workday in the event a loaner unit is not available. This daily fee represents a daily loss of use; which is a daily value of the annualized program, less weekends and PTO.

12. **Loaner Units:** EPG will provide a loaner unit should repair downtime be more than five (5) consecutive normal workdays for body related downtime. Chassis downtime will be included in the loaner policy. All costs associated with securing and delivering the relief unit shall be at EPG's expense, with no cost to the Customer. The relief unit must be functionally equivalent to its replacement.

a) A Certificate of Insurance or Self Insurance Certificate for Loaner Equipment will need to be provided at the beginning of this agreement and remain in force the entire duration of this maintenance agreement. Name to be listed on the insurance is Environmental Products Group, Inc and/or EP Rents, LLC.

b) A no charge rental/loaner document will need to be executed, that notates that the customer's responsibilities including; returning the unit clean, with all equipment/tooling and without damages. Use of consumables as defined in #4 will be the customer's responsibility.

City of Bradenton, Florida

By: _____

Name: Gene Brown

Its: Mayor

Date: May 28, 2025

Environmental Products Group, Inc.

By: _____

Name: John Miller

Its: Vice President

Date: 5-15-2025

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Manhole Lining for Lift Stations 41, 20, 23, 17, and 08

SUGGESTED ACTION: Staff recommends approving the lining of thirty-six manholes by GML Coatings at a total cost of $236,439.55. The project will be executed under Piggyback Contract PB 21-10KC.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City remains dedicated to reinforcing critical manholes to mitigate inflow and infiltration within the wastewater system. This work assignment focuses on lining thirty-six manholes located in the LS41, LS23, LS20, LS08, and LS17 sewer sheds, spanning Wards one, two, and three.

FINANCIAL IMPACT:

The necessary funds for this purchase have already been allocated in the Infrastructure Fund (408), and Sanitary Manhole Lining Project (25505).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve the work assignment with GML Coatings for sanitary manhole

lining.

ATTACHMENTS:
GML Coatings Proposal

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

QUOTATION DATE: Tuesday, March 18, 2025
PROPOSAL #: 25026
SERVICE AREA: LS41, LS20, LS23, LS08/17

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

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

SERVICES OFFERED BY GML COATINGS, LLC.

- Manhole & Lift Station Rehabilitation and Coatings
- Water & Wastewater Tank Linings
- Chemical Grouting
- Pipe Cleaning, CCTV Inspection & Laser Measurement
- Low Pressure Air Testing & Deflection Testing

PRODUCTS OFFRED BY GML COATINGS, LLC.

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

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

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

Thank you and best regards,

Dale Flocker

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

MANHOLE REHABILITATION				
NO.	**MANHOLE ID**	**DIAMETER**	**DEPTH**	**PRICE (EA)**
1	B41MH005	4.00	15.00	$10,385.13
2	B41MH006	4.00	11.50	$8,493.03
3	B41MH007	4.00	11.00	$8,222.73
4	B41MH010	4.00	7.50	$5,461.59
5	B41MH011	4.00	5.50	$5,039.11
6	B41MH008	4.00	8.50	$7,857.53
7	B41MH009	4.00	7.50	$6,132.42
8	B41MH014	4.00	5.00	$5,070.88
		TOTAL=		**$56,662.42**

MANHOLE REHABILITATION				
NO.	**MANHOLE ID**	**DIAMETER**	**DEPTH**	**PRICE (EA)**
1	B20MH136	4.00	8.00	$5,685.99
2	B20MH237	4.00	9.00	$6,226.59
3	B20MH238	4.00	7.50	$5,415.69
4	B20MH240	4.00	8.00	$6,607.05
5	B20MH243	4.00	5.00	$3,952.50
6	B20MH315	4.00	7.00	$4,230.45
7	B20MH316	4.00	5.50	$3,419.55
8	B20MH317	4.00	4.00	$2,162.40
9	B20MH235	4.00	8.00	$6,450.50
10	B20MH236	4.00	7.50	$6,132.42
11	B20MH241	4.00	8.00	$5,535.56
		TOTAL=		**$55,818.70**

MANHOLE REHABILITATION				
NO.	**MANHOLE ID**	**DIAMETER**	**DEPTH**	**PRICE (EA)**
1	B23MH283	4.00	11.50	$8,499.15
2	B23MH285	4.00	10.50	$9,788.43
3	B23MH287	4.00	8.00	$7,075.74
4	B23MH288	4.00	7.50	$7,251.69
5	B23MH289	4.00	7.00	$6,981.39
6	B23MH292	4.00	7.00	$3,784.20
7	B23MH342	4.00	6.00	$4,012.27
8	B23MH282	4.00	13.50	$10,864.34
9	B23MH286	4.00	10.00	$9,558.83
		TOTAL=		**$67,816.04**

MANHOLE REHABILITATION				
NO.	**MANHOLE ID**	**DIAMETER**	**DEPTH**	**PRICE (EA)**
1	B08MH099	4.00	5.00	$7,471.50
2	B08MH127	4.00	5.00	$7,471.50
3	B08MH119	4.00	4.00	$7,313.16
4	B17MH046	4.00	3.50	$3,476.07
5	B17MH047	4.00	4.00	$7,313.16
6	B17MH048	4.00	4.00	$3,794.16
7	B17MH074	4.00	7.50	$9,651.42
8	B17MH075	4.00	7.50	$9,651.42
		TOTAL=		**$56,142.39**

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

ACCEPTANCE OF PROPOSAL

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

CUSTOMER SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____

Please indicate by circle if this is:

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

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

PRINTED NAME: _____ **TITLE:** _____

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

COMPANY INFORMATION

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

INSTRUCTIONS FOR EXECUTING CONTRACT AGREEMENT

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

Please be sure to:

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

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement for Manatee Elementary Sidewalk and Safety Improvements with C-Squared Certified General Contractors

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On January 30, 2025, City of Bradenton advertised Invitation to Bid (IFB) Construction 24-004EJ to select a contractor for Manatee Elementary Sidewalk and Safety Improvements. 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

On April 9, 2025, the Notice of Recommended Award went before Council for approval and to enter into a contract with C-Squared Certified General Contractor.

The resulting contract is coming before council for review and approval.

FINANCIAL IMPACT:
Funded through GL # 30158200-563000-23807.

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

SUGGESTED MOTION:
Motion to approve the contract with C-Squared Certified General Contractors for Manatee Elementary Sidewalk and Safety Improvements.

ATTACHMENTS:
Agreement IFB-25-004EJ with C-Squared Certified General Contractors, Inc.

AGREEMENT FOR MANATEE ELEMENTARY
SIDEWALK AND SAFETY IMPROVEMENTS

THIS AGREEMENT is made and entered as of the date of execution by both parties, by and between the City of Bradenton (the "City"), a political subdivision of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and C-Squared Certified General Contractor, Inc. (the "Contractor"), a Florida corporation with a principal address of 3547 53rd Avenue W., Bradenton, Florida 34210.

WITNESSETH

WHEREAS, the City issued IFB-25-004EJ (the "IFB") on January 30, 2025 seeking qualified contractors to provide construction services for sidewalk and safety improvements at Manatee Elementary;

WHEREAS, the City evaluated bids received and found the Contractor to be the lowest responsive and responsible bidder to perform the necessary services; and

WHEREAS, the parties desire to enter into a contract in accordance with the terms of the IFB.

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

ARTICLE 1 – CONTRACT DOCUMENTS

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

A. Solicitation 25-004EJ, and any addenda
B. Bid Form
C. Manatee Elementary School Sidewalk Improvements Plans, as dated May 2024.

1.2. If a conflict arises between the Contract Documents, the order of precedence shall be the order in which the documents are listed above. The Contract Documents may only be amended, modified, or supplement as provided in Section 3.04 of the Terms and Conditions.

ARTICLE 2 – CONTRACT PRICE

2.1 Compensation

In accordance with the work, labor, services, and materials to be furnished by the Contractor, in accordance with the Contract Documents, the City agrees to pay the Contract the total contract price of One Million Eighty-Three Thousand Dollars Nine Hundred Forty-

Nine Dollars and Seventy Cents ($1,083,949.70). All payments pursuant to this Agreement shall be made in accordance with Florida's Prompt Payment Act.

2.2 Allowances

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

2.3 Estimated Quantities

The Bid Prices for Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer as provided in Paragraph 9.07 of the General Conditions

ARTICLE 3– ENGINEER

The Work has been designated by the Owner ("Engineer"), which is to assume all duties and responsibilities, and have the rights and authority in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4– CONTRACT TIMES

4.1 Time for Performance

A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions ("Substantial Completion"); and

B. The Work shall be completed and ready for final payment within 240 days after the date of commencement of the Contract Times, in accordance with Paragraph 14.07 of the General Conditions ("Completion").

4.2 Liquidated Damages

The parties recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.2 above for Substantial Completion 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 Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.1 above for Completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – 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 $50,000 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 Contractor has provided a certified copy of the recorded bond.

ARTICLE 6 – PAYMENT

6.1 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.

A. Monthly pay requests shall be submitted each month on the anniversary date of the Notice to Proceed.

B. Monthly pay requests for less than $200 are not acceptable and will not be processed, except for a final pay request.

ARTICLE 7 –CONTRACTOR'S REPRESENTATIONS

7.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work

C. The contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 7.1.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. The contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

ARTICLE 8 – GOVERNING LAW AND VENUE

Governing law and venue shall be as stated in Section 47 of the Terms and conditions.

ARTICLE 9 – MISCELLANEOUS

9.1 Terms

Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

9.2 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be

binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.5:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anyt hing of value likely to influence the action of a public official in the bidding process or in the Contract execution.
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 10 – INDEMNIFICATION

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

ARTICLE 11 – PUBLIC RECORDS

This Agreement is subject to Floria's public records laws as set forth in Section 34 of the Terms and Conditions.

ARTICLE 12 – E-VERIFY

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Agreement. Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Contractor has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the Owner.

ARTICLE 12 – TERMINATION

This Agreement is subject to termination as set forth in Section 41 of the Terms and Conditions.

ARTICLE 13 – INSURANCE

Contract shall procure and maintain insurance as specified in the Terms and Conditions.

ARTICLE 13 – NOTICES

Any notices, reports, or any other type of documentation required by this Contract shall be sufficient

if sent by the parties via United States mail, postage paid, to the addresses listed below:

To City:
City of Bradenton
Attn: Purchasing
101 Old Main Street
Bradenton, Florida 34205

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

To Contractor:
C-Squared Certified General Contractors, Inc
Attn: Sean D'Agostino
3547 53rd Ave. E. #327
Bradenton, FL 34210
SeanD@c-squaredcgc.com

Copy to:
C-Squared Certified General Contractors, Inc
3547 53rd Ave. E. #327
Bradenton, FL 34210
AmandaK@c-squaredcgc.com

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

OWNER
City of Bradenton, Florida

By: _____
Gene Brown
Mayor
Date: _____

ATTEST:
By: _____
Tamara Melton
City Clerk

Approved as to form:
By: _____
Scott Rudacille
City Attorney

CONTRACTOR
C-Squared Certified General Contractor, Inc.

By: [signature] President
Print Name: Sean D'Agostino
Title: President
Date: 5-2-2025

WITNESS:
By: Amanda Kelly
Print Name: Amanda Kelly
Date: 5/2/2025

SECTION 00614
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:	3304454
CONTRACTOR NAME:	C-Squared Certified General Contractor, Inc.
CONTRACTOR ADDRESS:	3547 53rd Ave. West Bradenton, FL 34210
CONTRACTOR PHONE NO:	(941) 345-3093
SURETY COMPANY:	FCCI Insurance Company 6300 University Pkwy., Sarasota, FL 34240
OWNER NAME:	(941) 266-3224 City of Bradenton
OWNER ADDRESS:	101 Old Main Street, Bradenton, FL 34205
OWNER PHONE NO.:	(941) 932-9400
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	N/A
OBLIGEE ADDRESS:	N/A
OBLIGEE PHONE NO.:	N/A
BOND AMOUNT:	$1,083,949.70
CONTRACT NO.: (If applicable)	25-004EJ
DESCRIPTION OF WORK:	Manatee Elementary Sidewalk and Safety Improvements
PROJECT LOCATION:	City of Bradenton, Manatee County, Florida
LEGAL DESCRIPTION: (If applicable)	City of Bradenton, Manatee County, Florida

Surety Agent: Atlas Insurance Agency
7120 Beneva Road
Sarasota, FL 34238
Phone (941) 366-8424

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

SECTION 00610
PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):
C-Squared Certified General Contractor, Inc.
3547 53rd Ave. West, Bradenton, FL 34210

SURETY (*Name, and Address of Principal Place of Business*):
FCCI Insurance Company
6300 University Pkwy.
Sarasota, FL 34240

OWNER (*Name and Address*):
City of Bradenton
1411 9th Street West, Bradenton, FL 34205

CONTRACT
Effective Date of Agreement:
Amount: $1,083,949.70
Description (*Name and Location*): Manatee Elementary Sidewalk and Safety Improvements
City of Bradenton, Bradenton, Manatee County, Florida
Contract No. 25-004EJ

BOND
Bond Number: 3304454
Date (*Not earlier than Effective Date of Agreement*):

Amount: $1,083,949.70
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**
C-Squared Certified General Contractor, Inc. (Seal) Contractor's Name and Corporate Seal	FCCI Insurance Company (Seal) Surety's Name and Corporate Seal
By: _____ Signature	By: _____ Signature (Attach Power of Attorney) Jared M. Hawkins
Sean D'Agostino Print Name	Print Name Attorney-in-Fact and Licensed Florida Resident Agent/W034875/(941) 366-8424
President Title	Title
Attest: _____ Signature	Attest: _____ Signature Carol McManus Attorney-in-Fact
Office Manager 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.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)
Surety Agency or Broker:
Owner's Representative (*Engineer or other party*):

Jared M. Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875
Atlas Insurance Agency
7120 Beneva Road
Sarasota, FL 34238
Phone (941) 366-8424

Erin Jones, Purchasing Manager
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
(941) 932-9467

SECTION 00615
PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

C-Squared Certified General Contractor, Inc.
3547 53rd Ave. West, Bradenton, FL 34210

SURETY (*Name, and Address of Principal Place of Business*):

FCCI Insurance Company
6300 University Pkwy
Sarasota, FL 34240

OWNER (*Name and Address*):

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

CONTRACT

Effective Date of Agreement:
Amount: $1,083,949.70
Description (*Name and Location*): Manatee Elementary Sidewalk and Safety Improvements
City of Bradenton, Bradenton, Manatee County, Florida
Contract No. 25-004EJ

BOND

Bond Number: 3304454
Date (*Not earlier than Effective Date of Agreement*):
Amount: $1,083,949.70

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), 255.05(8) and 255.05 (10), are incorporated in this bond by reference. This Bond shall be considered a Statutory Bond and not a Common-Law Bond.

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
C-Squared Certified General Contractor, Inc (Seal)	FCCI Insurance Company (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Print Name	Jared M. Hawkins Print Name
President Title	Attorney-in-Fact and Licensed Florida Resident Agent/W034875/(941) 366-8424 Title
Attest: Signature	Attest: Carol McManus Signature
Office Manager Title	Carol McManus Attorney-in-Fact 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 herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay

Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker:
Owner's Representative (*Engineer or other*):

Jared M. Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875
Atlas Insurance Agency
7120 Beneva Road
Sarasota, FL 34238
Phone (941) 366-8424

Erin Jones, Purchasing Manager
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
(941) 932-9467

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jared M. Hawkins; Carol McManus; Darren Howard;
Thomas Kochis; Robert W. Brown; Stacy Baier

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, _____

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

ATLAS
INSURANCE

PROTECTING OUR CLIENTS SINCE 1953

7120 RENEVA ROAD
SARASOTA, FL 34238-2850
TEL 941.366.2424
AI ATLASINSURANCEAGENCY.COM

May 5, 2025

City of Bradenton
101 Old Main Street
Bradenton, FL 34205

RE:	Authority to Date Bonds and Powers of Attorney
Principal:	C-Squared Certified General Contractor, Inc.
Bond No.:	3304454
Project:	Manatee Elementary Sidewalk and Safety Improvements
Project No..	25-004EJ
Bond Amount:	$1,083,949.70.00

To The City of Bradenton:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney the same date the Agreement is executed by the City of Bradenton.

Thank you.

Sincerely,

FCCI INSURANCE COMPANY

Jared M. Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875

JMH/cm

Enclosures

Trusted Choice
We serve you first.

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jared M. Hawkins; Carol McManus; Darren Howard;
Thomas Kochis; Robert W. Brown; Stacy Baier

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 5th day of May 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Recommendation for Award for RFP-25-013MK to Spectrum Underground, Inc. for Fairfield Acres Drainage Improvements

SUGGESTED ACTION: Authorize award and pursue a contract with selected vendor.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 3, 2025, City of Bradenton advertised Invitation to Bid (IFB) Construction 25-013MK to select a contractor for Fairfield Acres Drainage Improvements. Notice of this IFB was made through OpenGov (1,370 vendors were notified) and an advertisement in the Sarasota Herald Tribune. 57 vendors viewed the solicitation, and 7 contractors submitted a bid.
Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

Spectrum Underground, Inc. is recommended as the responsive and responsible bidder

FINANCIAL IMPACT:
N/A - Financial impact will be included in the proposed contract that will be brought before Council once negotiations are completed.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille will be sent the contract for review once negotiated.

SUGGESTED MOTION:
Motion to authorize the award of RFP 25-028MK for Fairfield Acres Drainage Improvements to Spectrum Underground, Inc. and to pursue a contract for the project.

ATTACHMENTS:
Notice of Recommended Award of IFB-25-013MK

NOTICE OF RECOMMENDED AWARD

SOLICIATION #	25-013MK		**TYPE:**	IFB Construction – Invitation for Bids	
SOLICITATION TITLE	Fairfield Acres Drainage Improvements				
PROCUREMENT SPECIALIST	Marcus Kerber				
DEPARTMENT	Public Works				
ADVERTISED DATE	04/03/2025		**RESPONSE DATE**	05/05/2025	
PRE-BID MEETING	☐ Mandatory ☒ Optional ☐ N/A			**ATTENDEES**	7
NOTIFICATIONS	1370	**VIEWS**	57	**RESPONSES**	7

RESPONDENTS		
VENDOR	**LOCATION**	**TOTAL BID PRICE**
Toltec LLC*	Orlando, FL	$352,114.80
Spectrum Underground, Inc.	**Sarasota, FL**	**$361,826.05**
Gilliam Construction LLC	Palmetto, FL	$375,580.00
C-Squared Certified General Contractors Inc.	Sarasota, FL	$440,199
Cathcart Construction Company	Winter Springs, FL	$697,204.56
Woodruff & Sons, Inc.	Bradenton, FL	$755,068.46
Dallas 1 Corporation dba Dallas 1 Construction & Development	Thonotosassa, FL	$2,270,392.00

*Deemed Non-Responsive

RECOMMENDED AWARD
Spectrum Underground, Inc. having submitted the lowest responsive and responsible bid, is recommended for award.

NOTICE OF RECOMMENDED AWARD

AUTHORIZATION		
Erin Jones	Erin Jones	05/20/2025
Procurement Official or Designee	Signature	Date

CITY OF BRADENTON

Procurement

Interoffice Memorandum

TO: Erin Jones, Purchasing Manager

FROM: Marcus Kerber, Contract Specialist

DATE: May 21, 2025

SUBJECT: Award Recommendation for 25-013MK Fairfield Acres Drainage Improvements

BACKGROUND:

On April 3, 2025, City of Bradenton advertised Invitation to Bid (IFB) Construction 25-013MK to select a contractor for Fairfield Acres Drainage Improvements. Notice of this IFB was made through OpeenGov (1,370 vendors were notified) and an advertisement in the Sarasota Herald Tribune. 57 vendors viewed the solicitation, and 7 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

Purchasing reviewed all bids for responsiveness and deemed the lowest bidder, Spectrum Underground, Inc., responsive. The City's Engineer of Record, checked the references of the lowest responsive bidder, Spectrum Underground, Inc. Engineering deemed that Spectrum Underground, Inc. met all the requirements established in the solicitation documents. See the attached Departmental letter that summarizes the details of their reference checks.

RECOMMENDATION:

I recommend award to Spectrum Underground, Inc. as the responsive and responsible bidder.

Public Works and Utilities Department
Bid Recommendation Memorandum

To: Marcus Kerber, Contract Specialist
From: Brian Norman, Project Manager
CC: Erin Jones, David Lindsey, Irvin Lee, Kim Clayback
Date: May 12, 2025
Subject: Bid Recommendation for IFB 15-013MK, Fairfield Acres Drainage Improvements

Engineering has conducted a review of the lowest responsive bid submitted for the *Fairfield Acres Drainage Improvements* project, which was received by the City of Bradenton prior to 2:30 PM on May 5, 2025. The project consists of approximately 760 linear feet of storm sewer, curb inlets, manholes, concrete curb and sidewalk, grading, milling, resurfacing, paving, and all associated components as specified in IFB 15-013MK.

The Invitation for Bids (IFB) outlined the following selection criteria for bid evaluation:

Criteria	Qualifier	Demonstrated Experience
A.	Bidder	Bidder must have performed a project that included at least 500 linear feet of stormwater piping (must be met twice).
B.	Bidder	At least one (1) of the project references for criteria A. above must have had a minimum cost of not less than $300,000.

Following a review of the lowest responsive bid package, we provide the following summary for **Spectrum Underground, Inc.**:

Pros:
- Provided three local project references demonstrating relevant experience suitable for the scope of work.
- Successfully completed past projects for the City and met expectations.
- The bid amount is 5% lower than the Engineer's Opinion of Probable Cost.

Cons:
- None noted.

Upon reviewing the bid against the established criteria, we recommend proceeding with **Spectrum Underground, Inc.** and consideration for award approval by City Council. Spectrum Underground, Inc. has supplied reference projects from three clients, each with projects containing over 500 linear feet of stormwater piping and contract values exceeding $300,000, meeting both Criteria A and B. As of time of writing, two of the three reference contacts have provided responses. Both confirmed Spectrum Underground, Inc. performed to the scope of each project within the allotted schedule and budget.

Below is a comparison of the submitted bid and the Engineer's Opinion of Probable Cost (EOPC), as completed by the City's Engineering Division:

Bidder	Fairfield Acres Drainage Improvements
Engineer's Opinion of Probable Cost (Initial Estimate 3/25/2024)	$377,860.13
Engineer's Opinion of Probable Cost (Addendum No. 1 4/25/2025)	$379,541.39
Spectrum Underground, Inc. (5/5/2025)	$361,826.05

The EOPC was based on a March 2024 estimate and was updated with the bid form changes made in Addendum No. 1, issued in April 2025. The addendum did not increase the estimated project construction cost significantly. The 5% variance between the EOPC and bid is considered very reasonable in light of current market conditions. Based on our evaluation, we recommend moving forward for the completion of the *Fairfield Acres Drainage Improvements* project with **Spectrum Underground, Inc.**

Respectfully,

Brian Norman

Digitally signed by Brian Norman
Date: 2025.05.12 15:16:03 -04'00'

Brian R. Norman, E.I.
Environmental Compliance Engineer I
Public Works & Utilities
City of Bradenton

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SUNQUIST, HARLAN RAYMOND SR

SPECTRUM UNDERGROUND INC
5802 BEE RIDGE ROAD
SUITE 101
SARASOTA FL 34233

LICENSE NUMBER: CUC056873

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

City of Bradenton
Procurement
Erin Jones, Purchasing Manager
101 Old Main St. W., Bradenton, FL 34201

EVALUATION TABULATION

IFB No. 25-013MK

Fairfield Acres

RESPONSE DEADLINE: May 5, 2025 at 2:30 pm

Report Generated: Tuesday, May 20, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Toltec LLC	$352,114.80
Spectrum Underground, Inc.	$361,826.05
Gilliam Construction LLC	$375,580.00
C-Squared Certified General Contractors Inc	$440,199.00
Cathcart Construction Company - Florida, LLC	$697,204.56
Woodruff & Sons, Inc.	$755,068.46
Dallas 1 Corporation dba Dallas1 Construction & Development	$2,270,392.00

FAIRFIELD ACRES DRAINAGE IMPROVEMENTS

Vendor	Total
Toltec LLC	$349,614.80

Vendor	Total
Spectrum Underground, Inc.	$359,326.05
Gilliam Construction LLC	$373,080.00
C-Squared Certified General Contractors Inc	$437,699.00
Cathcart Construction Company - Florida, LLC	$694,704.56
Woodruff & Sons, Inc.	$752,568.46
Dallas 1 Corporation dba Dallas1 Construction & Development	$2,267,892.00

ALLOWANCES

Vendor	Total
Cathcart Construction Company - Florida, LLC	$2,500.00
C-Squared Certified General Contractors Inc	$2,500.00
Dallas 1 Corporation dba Dallas1 Construction & Development	$2,500.00
Gilliam Construction LLC	$2,500.00

Vendor	Total
Spectrum Underground, Inc.	$2,500.00
Toltec LLC	$2,500.00
Woodruff & Sons, Inc.	$2,500.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	C-Squared Certified General Contractors Inc	Cathcart Construction Company - Florida, LLC	Dallas 1 Corporation dba Dallas1 Construction & Development	Gilliam Construction LLC	Spectrum Underground, Inc.	Toltec LLC	Woodruff & Sons, Inc.
Required Forms							
Interest in Competitive Bid Form					Pass	Pass	
Florida Trench Safety Act					Pass	Pass	
Non-Collusion Affidavit					Pass	Pass	
Public Entity Crimes					Pass	Pass	
Negligence or Breach of Contract Disclosure(s)					Pass	Pass	
Negligence or Breach of Contract Disclosure Form	No Response	No Response	No Response	No Response	No Response	No Response	No Response

Question Title	C-Squared Certified General Contractors Inc	Cathcart Construction Company - Florida, LLC	Dallas 1 Corporation dba Dallas1 Construction & Development	Gilliam Construction LLC	Spectrum Underground, Inc.	Toltec LLC	Woodruff & Sons, Inc.
Anti-Human Trafficking Affidavit					Pass	Pass	
SunBiz Registration Certificate					Pass	Pass	
Contractor Qualification Form					Pass	Fail	
Bid Bond					Pass	Fail	
Required Certifications							
Examination of Documents					Pass	Pass	
Scrutinized Company Certification					Pass	Pass	
Drug-Free Workplace Certification					Pass	Pass	

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

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

SUBJECT: ORDINANCE 4059 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON'S LAND USE REGULATIONS, CHAPTER 3, DISTRICT REGULATIONS, SECTION 3.2, STANDARD LAND USE ATLAS DISTRICT REGULATIONS, SCHEDULE 3.2.1.2 PERMITTED AND SPECIAL USES MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS, TO ADD DOCKS AND PIERS AS A PERMITTED OR SPECIAL USE IN THE URBAN VILLAGE ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

The Department of Planning and Community Development has been approached by a property owner in the UV (Urban Village) zoning district about installing a dock on their property.

The Land Use Regulations (LUR) currently prohibits docks and piers in the UV District, which is the only zoning district listed in the LUR that does not permit them. It is unclear as to why the district excludes docks and piers, especially since there are properties with water frontage.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Ordinance 4059.

ATTACHMENTS:
Ordinance 4059
Staff Report
Application
Presentation

ORDINANCE 4059

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON'S LAND USE REGULATIONS, CHAPTER 3, DISTRICT REGULATIONS, SECTION 3.2, STANDARD LAND USE ATLAS DISTRICT REGULATIONS, SCHEDULE 3.2.1.2 PERMITTED AND SPECIAL USES MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS, TO ADD DOCKS AND PIERS AS A PERMITTED OR SPECIAL USE IN THE URBAN VILLAGE ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3167(c), Florida Statutes, authorizes the City to adopt and amend land development regulations to guide the growth and development of the City; and

WHEREAS, the City wishes to amend Schedule 3.2.1.2 of the City's Land Use Regulations to list docks and piers in the Urban Village (UV) zoning district as a Special Use; and

WHEREAS, the UV zoning district abuts waterways within the City of Bradenton; and

WHEREAS, the amendment provides a use consistent with other zoning districts within the City that abut waterways; and

WHEREAS, in accordance with Section 166.041(3)(c), Florida Statutes, the City has held two duly noticed public hearings on May 14, 2025, and May 28, 2025, to obtain public comment related to the amendment set forth herein;

WHEREAS, having considered written and oral comments received during the public hearings, the City finds that the proposed text amendment to its Land Use Regulations is in the best interests of the health, safety, and welfare of the general public and the City's residents, furthers the purposes of, and is consistent with the City's Land Use Regulations, and is consistent and compliant with State law, including but not limited to Chapter 163, Part II, Florida Statutes.

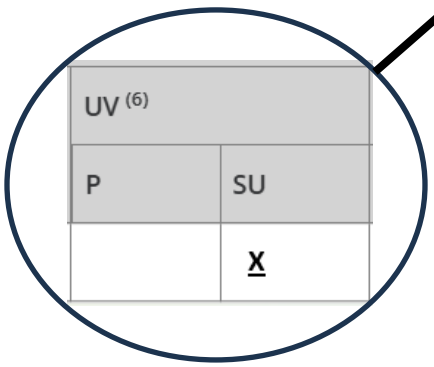
NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Land Development Regulations Amendment. Schedule 3.2.1.2 of the Land Use Regulations is hereby amended to read as follows (underline indicates additions).

SCHEDULE 3.2.1.2 - continued
PERMITTED AND SPECIAL USES
MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS

USE [1][5] (11)	UV [6]		UC/UCBD [3]		UCC		SCC		P		I	
	P	SU	P	SU	P	SU	P	SU	P	SU	P	SU
Docks and Piers * [4]		X	X		X		X		X		X	



Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all Ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the validity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

PUBLICATION DATE	May 4, 2025
FIRST READING AND HEARING	May 14, 2025
PUBLICATION DATE	May 18, 2025
SECOND READING AND HEARING	May 28, 2025

PASSED AND DULY ADOPTED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting this 28th day of May, 2025.

CITY OF BRADENTON, FLORIDA

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

City of Bradenton
Department of Planning & Community Development
City Council
May 28, 2025

Ordinance 4059 | PLN-TXT-25-0001
Staff Report

An Ordinance of the City of Bradenton, Florida, amending Bradenton Land Use Regulations Schedule 3.2.1.2 "Permitted and Special Uses Mixed-Use and Non-Residential Land Use Atlas Districts"; providing for codification, providing for repeal of ordinances in conflict, providing for severability; and providing for an effective date. Application filed by the City of Bradenton Department of Planning and Community Development.

The Department of Planning and Community Development has been approached by a property owner in the UV (Urban Village) zoning district about installing a dock on their property. The Land Use Regulations (LUR) currently prohibits docks in the UV District, which is the only zoning district listed in the LUR that does not permit them. It is unclear as to why the district excludes docks, especially since there are properties with water frontage. Ironically the Industrial (I) District permits docks, and the Industrial zoning classification is found at three locations:

1. Tropicana
2. Lynch Oil (878 12th Street East)
3. Robert G. Matzke Support Center for Manatee County Schools (26th Avenue East & Matzke Way).

According to the Future Land Use Element of the Comprehensive Plan:

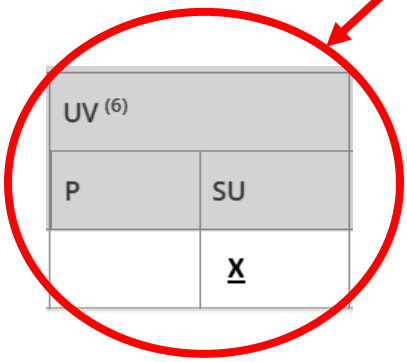
> *The Urban Village includes areas near the fringe of the Urban Core and is anticipated to develop with the character, lifestyle, and friendliness of a village based on the concepts of new urbanism. Permitted uses within the Urban Village encourage the development of a district with a distinct sense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

While staff's proposal to Planning Commission was to allow for docks to be a Permitted Use in the UV district, Planning Commission felt that it would be in the best interest of the city to make docks a Special Use so they can be more thoroughly vetted; especially since most properties in the UV zoning district that are along waterways are commercial in nature.

The proposed amendment will modify Schedule 3.2.1.2 of the LUR by adding docks as a Special Use in the UV District.

SCHEDULE 3.2.1.2 - continued
PERMITTED AND SPECIAL USES
MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS

USE (1)(5) (11)	UV (6)		UC/UCBD (3)		UCC		SCC		P		I	
	P	SU	P	SU	P	SU	P	SU	P	SU	P	SU
Docks and Piers * (4)		X	X		X		X		X		X	



It appears that the proposed request is compatible with the use table in the LUR and that is also meets the objectives of the Future Land Use Element of the Comprehensive Plan.

Sincerely,

Gregory J. DeLong
Assistant Director of Planning & Community Development

PLN-TXT-25-0001

Menu Reports Help

File Date: 03/10/2025

Application Status: New

Assigned To:

Application Name:

Application Detail: Detail

Scope of Work: Update the use table in the Land Use Regulations to permit docks in the UV (Urban Village) zoning district.

Application Type: Zoning Text Amendment

Documents:

File Name	Document Group	Category	Description	Type	Document Status	Document Status Date

Show all

Address: 101 12TH St W, BRADENTON, FL 34205

Owner Name: BRADENTON CITY OF

Owner Address: CALLER SERVICE 25015, BRADENTON, FL 34206

Parcel No: 3294300003

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Application Comments:

View ID	Comment	Date

Initiated by Product: ACA

Contact Info:

Name	Organization Name	Contact Type	Status
Bradenton Planning	City of Bradenton	Applicant	Active

Job Value: $0.00

Total Fee Assessed: $0.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields:

TEXT AMENDMENT
Zoning Ordinance to be Amended
Land Use Regulations

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Jamie Schindewolf			
Case Manager				
Building Review				
Public Works Review				
Planning Review				
Fire Review				
Other Reviews				
Review Consolidation				
DRC				
Planning Commission				
City Council #1				
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

SCHEDULE 3.2.1.2 - continued PERMITTED AND SPECIAL USES MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS												
USE [1][5] [11]	UV [6]		UC/UCBD [3]		UCC		SCC		P		I	
	P	SU	P	SU	P	SU	P	SU	P	SU	P	SU
Docks and Piers * [4]	**X**		X		X		X		X		X	

City Council
May 28, 2025

Ordinance 4059| Case PLN-TXT-25-0001

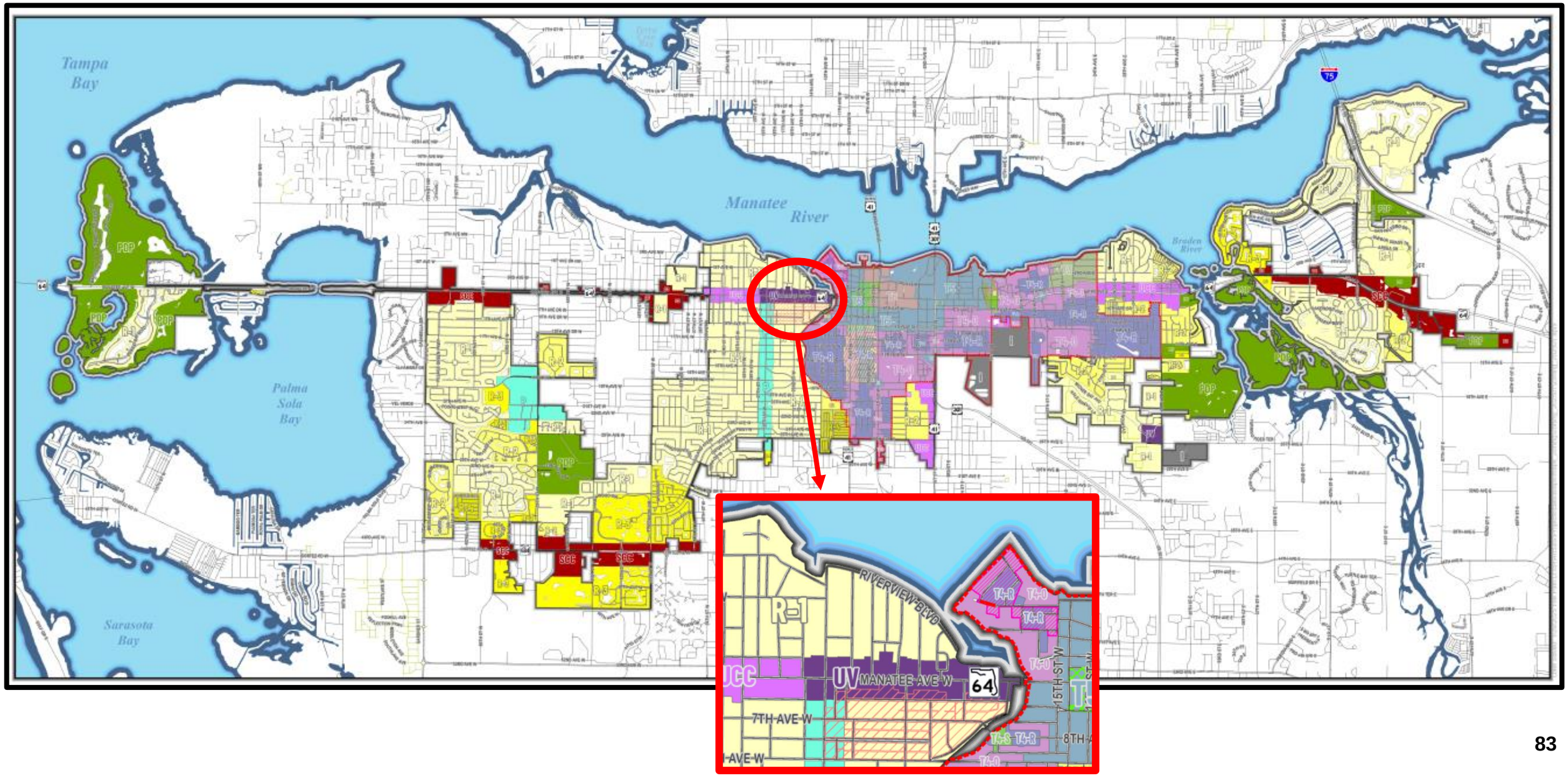
Text Amendment to the Land Use Regulations to permit docks in the UV (Urban Village) zoning district

Staff Contact: Greg DeLong; Asst. Director of PCD

Case Information

- Applicant: City of Bradenton Department of Planning & Community Development
- Purpose:
  1. Text Amendment to the Land Use Regulations to list docks and piers as a Special Use in the UV (Urban Village) zoning district
  2. UV zoning district is the only district in the Land Use Regulations that currently prohibits docks and piers
  3. Unclear why UV district currently doesn't allow docks and piers
  4. UV zoning district has properties that abut waterways, unlike the Industrial district that allows for docks and piers
  5. Staff has been approached by a property owner in the UV district requesting to install a dock

City Official Zoning Atlas

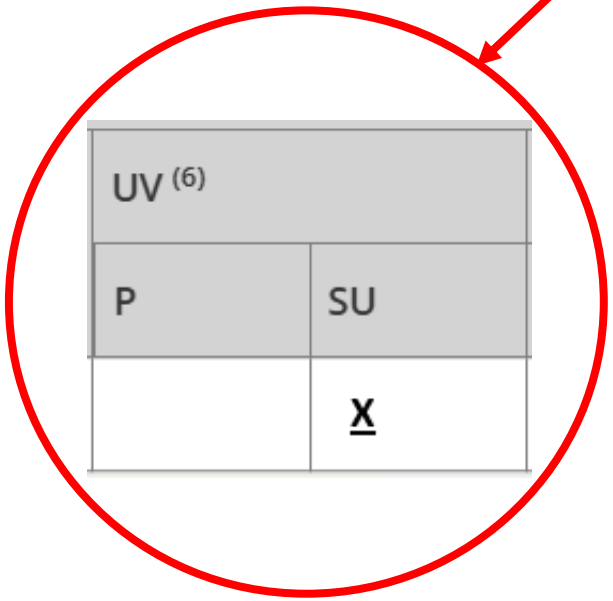


Planning Commission Meeting Summary

- Staff's original proposal was to list docks and piers as a Permitted Use in the Land Use Regulations
- Planning Commission recommendation is to make docks and piers a Special Use instead of a Permitted Use:
  - Many properties in the UV District are commercial in nature
  - Allows for a more thorough vetting process for docks and piers
    - With this recommendation, it does make requests for docks and piers come before Planning Commission and City Council for review and approval

Planning Commission Recommendation

SCHEDULE 3.2.1.2 - continued PERMITTED AND SPECIAL USES MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS												
USE (1)(5) (11)	UV (6)		UC/UCBD (3)		UCC		SCC		P		I	
	P	SU	P	SU	P	SU	P	SU	P	SU	P	SU
Docks and Piers * (4)		X	X		X		X		X		X	



Comprehensive Plan – Future Land Use

Urban Village (UV) District

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

City Council Consideration

Ordinance 4059 | Case PLN-TXT-25-0001

1. City Council is encouraged to evaluate the request based on input from staff and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of the Land Use Regulations and the Future Land Use Element of the Comprehensive Plan.

Planning Commission Meeting Summary

Ordinance 4059 | Case PLN-TXT-25-0001

Planning Commission met on April 16, 2025, and recommended to City Council **Approval** (vote 4-0) of Ordinance 4059, Case PLN-TXT-25-0001 to list docks and piers a Special Use in the Land Use Regulations

Questions?

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Ordinance

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

SUBJECT: ORDINANCE 4060 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA AMENDING CHAPTER 62, ARTICLE IV OF THE CODE OF ORDINANCES TO PROVIDE FOR OVERNIGHT MOORING OF AUTHORIZED VESSELS AT THE PUBLIC DAY DOCK LOCATED AT RIVERWALK PARK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approve and adopt Ordinance 4060.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The City of Bradenton has a public day dock at Riverwalk Park to provide additional public access to the Riverwalk Amenities. The City enacted an Ordinance providing closing hours for the public day dock and prohibiting boat mooring from 11:00 p.m. to 6:00 a.m. The City of Bradenton, in conjunction with other local governments, have established a Water Taxi Service utilizing the public day dock. The Ordinance is being revised as it is anticipated that the Water Taxi Service will be upgraded to include larger vessels that will require overnight mooring on the public day dock.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve Ordinance 4060.

ATTACHMENTS:
Ordinance 4060
Business Impact Estimate

ORDINANCE NUMBER 4060

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 62, ARTICLE IV OF THE CODE OF ORDINANCES TO PROVIDE FOR OVERNIGHT MOORING OF AUTHORIZED VESSELS AT THE PUBLIC DAY DOCK LOCATED AT RIVERWALK PARK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton has a public day dock at Riverwalk Park in order to provide additional public access to the Riverwalk amenities; and

WHEREAS, there have been instances where boats have been moored at the public day dock overnight in violation of the posted signage; and

WHEREAS, the City enacted an ordinance providing closing hours for the public day dock and prohibiting boat mooring from 11:00 p.m. to 6:00 a.m.; and

WHEREAS, the City of Bradenton and Manatee County, in conjunction with other local governments, have established a Water Taxi Service utilizing the public day dock; and

WHEREAS, it is anticipated that the Water Taxi Service will be upgraded to include larger vessels that will require overnight mooring on the public day dock.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language.

A. Section 62-83(f) of Article IV of the City of Bradenton Code of Ordinances is amended to read as follows (shown in strike-thru/underline format):

Sec. 62-83(f). – Closing hours for parks – Designated; posting of signs.

(f) Riverwalk Park located along the waters of the Manatee River, from the west side of the State Road 45 Bridge (Green Bridge) to the intersection of Riverside Drive and second Street East, shall have no closing hours, with the following exceptions:

(1) The amphitheater area, located west of the CSX railroad tracks, shall be closed from 9:00 p.m. to 7:00 a.m. for all non-permitted uses.

(2) The restrooms located in the pavilion building, east of the CSX

railroad tracks, shall be closed from 11:00 p.m. to 6:00 a.m.

(3) The restrooms located at the Riverwalk Skatepark, west of the DeSoto Bridge (US 41/301), shall be closed from 11:00 p.m. to 6:00 a.m.

(4) The public day dock located at the Riverwalk Park shall be closed from 11:00 p.m. to 6:00 a.m., and boat mooring during these hours shall be prohibited; with the exception of vessels being utilized by authorized local governments in furtherance of a public transit plan.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification upon taking effect.

Section 4. Repeal of Ordinances In Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances are held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING:	**May 14, 2025**
PUBLICATION DATE:	**May 18, 2025**
SECOND READING:	**May 28, 2025**

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 28TH DAY OF MAY, 2025.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:
ORDINANCE NUMBER 4060
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 62, ARTICLE IV OF THE CODE OF ORDINANCES TO PROVIDE FOR OVERNIGHT MOORING OF AUTHORIZED VESSELS AT THE PUBLIC DAY DOCK LOCATED AT RIVERWALK PARK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

[1] See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 4060 would revise Sec. 62-83(f) of the City's Code of Ordinances to: The public day dock located at the Riverwalk Park shall be closed from 11:00 p.m. to 6:00 a.m., and boat mooring during these hours shall be prohibited; with the exception of vessels being utilized by authorized local governments in furtherance of a public transit plan.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:

The City does not anticipate any direct economic impact on private, for-profit businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None.

4. Additional information the governing body deems useful (if any): None.

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Gene Brown, Legislative

ITEM TYPE: Miscellaneous

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

SUBJECT: Appointment of Police Chief - **10:00 a.m. Time Certain**

SUGGESTED ACTION:

Consent of City Council appointment of Josh Cramer as Bradenton Chief of Police.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Confirmation of the appointment of Josh Cramer as Bradenton Chief of Police.

FINANCIAL IMPACT:
TBD

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

SUGGESTED MOTION:

Move to confirm the appointment of Josh Cramer as Bradenton Chief of Police.

ATTACHMENTS:
Letter to City Council from Mayor Gene Brown

MAYOR GENE BROWN

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9450 | mayor@cityofbradenton.com
www.cityofbradenton.com

May 28, 2025

Dear Council Members,

After an extensive and thorough interview and vetting process, I am pleased to announce my appointment for Bradenton Police Chief as Josh Cramer, effective July 8, 2025.

Josh has a longstanding track record of collaboration between staff, elected officials, and the citizens of the City of Bradenton. He possesses an in-depth knowledge of law enforcement regulations and executive level leadership, and has earned the respect of his colleagues and community leaders.

Josh possesses a firm belief that public safety must be a priority for our dedicated police officers and citizens. As we evolve and grow, we will continue in our efforts to be responsive to our City's needs through training and providing a new state of the art police station. Josh will be an integral part of this process.

Josh's extensive knowledge, experience and leadership will help continue to ensure the safety of our citizens. Therefore, I look forward to receiving your final consent on this appointment and extend heartfelt congratulations to our new City of Bradenton Police Chief Josh Cramer.

Respectfully,

Gene Brown

Gene Brown
Mayor

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Agreement

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

SUBJECT: Architectural and Engineering Change Order for the Bradenton Police Department Headquarters

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

FINANCIAL IMPACT:
TBD

SUGGESTED MOTION:
TBD

ATTACHMENTS:

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

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

SUBJECT: Contract for Purchase and Sale for 2502 Riverside Drive East

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a Contract for Purchase and Sale of the property located at 2502 Riverside Drive East. This property acquisition is for the sole purpose of utilizing this parcel of land for the construction of a temporary lift station to replace Lift Station 13 after consideration of community and City Councilors' concerns regarding: neighbors water views and line of sight, open and obvious temporary construction blight, traffic/roadway blockage and barricades, until such time as a permanent replacement of the Lift Station can be constructed. The City intends to return the property to the private market upon completion of the permanent replacement Lift Station.

FINANCIAL IMPACT:
$441,000 from Water/Sewer Fund (402) reserves.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve the Contract for Sale and Purchase of 2502 Riverside Drive East

and authorize execution by the Mayor, as well as to proceed with closing upon receipt of clear title and execution of all transactional documents at closing.

ATTACHMENTS:
Contract for Purchase and Sale

"AS IS" Residential Contract
For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY
THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES: *Ellen M. Sanders* ("Seller"), and *City of Bradenton, a political subdivision of the State of Florida* ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: *2502 RIVERSIDE DR E, BRADENTON, FL 34208*

(b) Located in: *Manatee* County, Florida. Property Tax ID #: *1183600004*

(c) Real Property: The legal description is *Lot 1, Block 2, of RIVER HAVEN, according to the Plat thereof, as recorded in Plat Book 4, Page 146, of the Public Records of Manatee County, Florida.*

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").
Other Personal Property items included in this purchase are:

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): ..... $ *441,000.00*

(a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... $ *10,000.00*
The initial deposit made payable and delivered to "Escrow Agent" named below **(CHECK ONE):** (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Name: *Blalock Walters, P.A.*
Address: *802 11th St. W Bradenton, FL 34205* Phone: *941.748.0100*
Email: *rharris@blalockwalters.com* Fax: *941.745.2093*

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $ *N/A*
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 ..... *N/A*

(d) Other: _____ ..... $ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) ..... $ *BALANCE*

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before *April 30, 2025*, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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this Contract, the Closing shall occur on ***or before August 21, 2025*** ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

(a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.

(b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

(a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☒ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

☒ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: ***Contract Preparation Fee to Bialock Walters, P.A.***
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) TITLE EVIDENCE AND INSURANCE: At least ***15*** (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

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means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.
"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each party may select.
(CHECK ONE):
☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums for any lender's title policy and endorsements; or
☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any lender's title policy and endorsements; or
☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent and pay for premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation. Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title insurance underwriter, not to exceed $_____ (if left blank, then $200.00); (B) tax search; and (C) municipal lien search.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**
☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).
IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have 0 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

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(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. ~~PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition,~~ square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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~~Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and~~ paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker ~~will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract~~.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for ~~RESIDENTIAL PURPOSES~~ Buyer's intended use. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.
(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.
(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.
(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** **by, through, under or against the Buyer.** ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners'/Flood Ins
- I. RESERVED
- ☐ J. Interest-Bearing Acct.
- K. RESERVED
- L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☒ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration
- ☐ CC. Miami-Dade County Special Taxing District Disclosure
- ☐ DD. Seasonal/Vacation Rentals
- ☐ EE. PACE Disclosure
- ☐ FF. Credit Related to Buyers Broker Compensation
- ☐ GG. Sellers Agreement with Respect to Buyers Broker Compensation
- ☒ Other: *Flood Disclosure*

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20. ADDITIONAL TERMS:
See additional terms on addendum attached.

COUNTER-OFFER

☐ Seller counters Buyer's offer.

[The remainder of this page is intentionally left blank.

This Contract continues with Line 610 on Page 13 of 13.]

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Comprehensive Rider to the
Residential Contract for Sale and Purchase
THIS FORM HAS BEEN APPROVED BY THE
FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between ***Ellen M. Sanders*** (SELLER) and ***City of Bradenton, a Florida municipality*** (BUYER) concerning the Property described as ***Lot 1, Block 2, of RIVER HAVEN, according to the Plat thereof, as recorded in Plat Book 4, Page 146, of the Public Records of Manatee County, Florida.***

Buyer's Initials _____ _____ ***Seller's Initials*** ems _____

P. LEAD-BASED PAINT DISCLOSURE
(Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

ems (a) Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):
- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
- ☑ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

ems (b) Records and reports available to the Seller (**CHECK ONE BELOW**):
- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
- ☑ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

_____ (c) Buyer has received copies of all information listed above.

_____ (d) Buyer has received the pamphlet *Protect Your Family* from *Lead in Your Home*.

_____ (e) Buyer has (**CHECK ONE BELOW**):
- ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

_____ (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

		Ellen M. Sanders	4/29/2025
SELLER	Date	BUYER	Date
SELLER	Date	BUYER	Date
Listing Licensee	Date	Selling Licensee	Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

City of Bradenton, a Florida municipality

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Ellen M. Sanders

Seller: Ellen M. Sanders Date: 4/29/2025

Seller: _____ Date: _____

Buyer's address for purposes of notice

_____

_____

_____

Seller's address for purposes of notice

_____

_____

_____

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

N/A
Cooperating Sales Associate, if any

N/A
Listing Sales Associate

N/A
Cooperating Broker, if any

N/A
Listing Broker

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Flood Disclosure

Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, ***Ellen M. Sanders*** _____, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: ***2502 RIVERSIDE DR E, BRADENTON, FL 34208*** _____

_____.

Seller, please check the applicable box in paragraphs (1) and (2) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

(1) Seller ☐ has ☑ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.
(2) Seller ☐ has ☑ has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.
(3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:
    a. The overflow of inland or tidal waters.
    b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.
    c. Sustained periods of standing water resulting from rainfall.

Seller: Ellen M. Sanders Date: 4-29-2025

Seller: _____ Date: _____

Copy provided to Buyer on 4/29/2025 by ☑ email ☐ facsimile ☐ mail ☐ personal delivery.

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ADDENDUM TO CONTRACT

Seller: ***Ellen M. Sanders***

Buyer: ***City of Bradenton, a Florida municipality***

Property Address: ***2502 RIVERSIDE DR E, BRADENTON, FL 34208***

This addendum is made part of the Contract concerning the property referenced above.

(i) Pursuant to the provisions of Section 286.23, Florida Statutes, and not less than 10 days prior to the Closing Date, Seller shall disclose in writing to Buyer, under oath and subject to the penalties of perjury, the name and address of every person having a beneficial interest in the Property.

(ii) At Closing, Seller shall, in accordance with the statutory requirements set forth in Section 196.295, Florida Statutes, deposit into escrow with the County Tax Collector an amount equal to the current year's real, personal and intangible property taxes, if any, for the Property, prorated to the date of Closing, same being the date upon which transfer of title shall occur. This amount shall he based upon the current assessment and millage rate on the Property. If the actual taxes vary from the figures used to close this transaction, Seller shall pay appropriate adjustments upon demand, which demand shall be made no later than December 31, 2025. It is acknowledged by the parties that Seller shall be responsible for taxes that may be assessed on the property for the tax year of 2025 only through the date of Closing.

(iii) Seller and Buyer acknowledge and agree that this Agreement shall be subject to final approval by the Bradenton City Council prior to the Closing Date. Otherwise, Buyer shall have the option to terminate the Contract with no further force and effect and the Deposit shall be returned to Buyer.

(iv) Seller and Buyer acknowledge and agree that Blalock Walters, P.A. shall serve as the Escrow Agent, Title Agent, and Closing Agent for this transaction. Further, Seller acknowledges and agrees that Blalock Walters, P.A. may act as the counsel for Buyer and that Blalock Walters, P.A. shall not be disabled or disqualified from representing Buyer in connection with any litigation that might arise out of or in connection with this transaction by virtue of the fact that it has agreed to act as Escrow Agent, Title Agent, and Closing Agent hereunder, and Seller hereby waives any claim arising out of or in connection with the foregoing; provided however, Seller shall not waive any claim for Escrow Agent's, Title Agent's, and/or Closing Agent's negligence or intentional misconduct.

(v) Seller and Buyer acknowledge and agree that the Contract is expressly contingent upon Seller delivering marketable title to Buyer at Closing, free of any defect(s) arising from, but not limited to, the transfer of title from Seller's former spouse. Seller shall cure any such title defect(s) prior to Closing. Seller represents and warrants that Seller has full right, power, and authority to enter into the Contract and to perform all obligations hereunder, including the sale and conveyance of the Property as contemplated herein.

Ellen M. Sanders

Seller: Ellen M. Sanders Date: 4/29/2025

Seller: _____ Date: _____

City of Bradenton, a political subdivision of the State of Florida

Buyer: _____ Date: _____

Buyer: _____ Date: _____

AGENDA ITEM NO. 8.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

ATTACHMENTS:

AGENDA ITEM NO. 8.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Nilsa Taylor, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Health Insurance Renewal for Fiscal Year 2026

SUGGESTED ACTION: TBD

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Insurance & Benefits Committee met several times and, on May 20, 2025, for a final discussion and recommendation on Health Insurance Renewal options for the 2026 Fiscal Year. Our Agent of Record, Danielle Boyle with Brown & Brown presented to the Insurance & Benefits Committee, on multiple occasions, Health Insurance options. On Tuesday, May 20, 2025, the Insurance & Benefits Committee unanimously voted to continue Health Insurance coverage through Florida Blue and RX Benefits.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
n/a

SUGGESTED MOTION:
TBD

ATTACHMENTS:

AGENDA ITEM NO. 8.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

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

SUBJECT: Proposed Scope and Fees with Dover, Kohl & Partners for an Economic Development Action Plan

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is interested in developing a workable plan to shape future investment and public improvements in the City of Bradenton.

Dover, Kohl & Partners has provided a scope of services that will capitalize on work that has already been completed building upon recent outreach efforts to gage community interests on the future of the City and recent updates to the CRA plan. This planning effort will capitalize on a variety of previous and on-going work done to date, along with additional deliverables, and merge input and desired community vision with physical planning, redevelopment strategies, and implementation mechanisms to form a strategic plan to achieve near and long-term results. The plan will feature a scaled approach: a more general Bradenton Blueprint concept map to guide growth and development City-wide (as well as including essential Manatee County properties) providing big picture to inform future decision making, while more detailed Special Area Plans will be crafted to better explain site specific recommendations and transferable development strategies.

FINANCIAL IMPACT:

Up to $150,000.00 will be requested in the Fiscal Year 2026 Budget to cover the cost and scope of the Economic Development Action Plan.

ATTORNEY REVIEW/RECOMMENDATION:
Legal has been contacted and reviewed this agenda item. This will be budgeted to flow through the Bradenton Area Economic Development Corporation as the primary economic development contractor. Accordingly, no legal review for sufficiency is required by the City Attorney.

SUGGESTED MOTION:
Motion to approve the Proposed Scope and Fees from Dover, Kohl & Partners to develop an Economic Development Action Plan for the City of Bradenton in conjunction with the Bradenton Area Economic Development Corporation and direct the City's budget section to include funding in the Fiscal Year 2026 operating budget to fund this project.

ATTACHMENTS:
Economic Development Action Plan Proposed Scope and Fees

DOVER, KOHL & PARTNERS
town planning

February 4, 2025

Sharon Hillstrom, President and CEO
Bradenton Area Economic Development Corporation
5840 26th Street West
Bradenton, FL 34207

Delivered via: sharonh@bradentonareaedc.com

Cc: Kurt Landefeld, Consultant, kurtolandefeld@gmail.com

PROPOSED SCOPE & FEES: Economic Development Action Plan for Bradenton, FL

Dear Sharon,

Thank you for the opportunity to submit this proposal for an Economic Development Action Plan for Bradenton. Your request fits nicely with the strengths and experience of our firm and we are confident, that together, we can create a workable plan to shape future investment and direct public improvements for years to come.

Building upon recent outreach efforts to gauge community interests on the future of the City ("Bradenton Visioning") and recent updates to the CRA plan, this planning effort would capitalize on the work done to date and merge input and desired community vision with physical planning, redevelopment strategies, and implementation mechanisms to achieve near and long-term results. The plan will feature a scaled approach: a more general **Bradenton Blueprint** concept map to guide growth and development city-wide (as well as include essential Manatee County properties) providing big-picture direction to inform future decision-making, while more detailed **Special Area Plans** will be crafted to better explain site specific recommendations and transferable development strategies.

Thank you again for the opportunity and we look forward to getting started.

Sincerely yours,

DOVER, KOHL & PARTNERS

Victor B. Dover, FAICP, CNU Fellow
Principal-in-Charge

SCOPE of SERVICES

The following scope of services outlines Dover, Kohl & Partners' approach for creating a city-wide Blueprint and three Special Area Plans to highlight planning and development opportunities in Bradenton and

corresponding Manatee County properties. This scope of services has been divided into four phases; Phases 1 through 4 will result in the creation of the plan, economic analysis, and implementation strategy. Phase 5 (*optional*) entails on-going services to assist with implementation to achieve development objectives. The work products associated with each of these phases are described in the following pages. The goal is to provide design consultation, drawings, exhibits, and participation in meetings with the Economic Development Corporation team, local stakeholders, and government agencies to produce a plan to guide near- and long-term development and investment in Bradenton.

The design team shall consist of Dover, Kohl & Partners ("Dover-Kohl" or "DK&P"), Partners for Economic Solutions ("PES"), Bradenton Area Economic Development Corporation ("Client" or "EDC"), and other firms contracted separately by the Client.

PHASE 1: ANALYSIS & SITE VISIT

TASK 1.1 INITIAL KICK-OFF MEETING

DK&P will host a Kick-off Meeting via Zoom to coordinate with the Client to review preliminary goals, gather background information, finalize project timelines, and confirm key aspects of the planning process.

TASK 1.2 RESEARCH AND REVIEW OF EXISTING INFORMATION

The team will review background information provided by the EDC to better understand the physical, economic, and social conditions shaping the future of the city.

1.2.1 *Review Bradenton Plans and Policies*

The team will review current land development regulations and ordinances, previous studies and plans, color aerial photographs at a suitable scale, current and historical maps, historic building data, recent and proposed development projects, planned infrastructure improvements, and other appropriate documentation of existing conditions Dover, Kohl & Partners will review the base information provided and will utilize the analysis of built conditions and areas of concern as documented in the City's Bradenton Visioning effort. The analysis will include a review of CRA plans, recent City studies and plans, the Form-Based Code, and other planning policies affecting the future of the city.

1.2.2 *Prepare Analysis Maps*

DK&P will utilize GIS information provided by the City and EDC to produce a series of analysis maps to explore city-wide development patterns, areas of private and public investment, and key corridors. The maps will feature a variety of conditions and will be used by the team throughout the planning process. All base information must be complete and delivered at least 4 weeks prior to Task 1.4. Site Visit and On-Site Analysis.

TASK 1.3 PRELIMINARY ECONOMIC ANALYSIS

The Preliminary Economic Analysis will identify a range of redevelopment and infill development strategies for a range of conditions in Bradenton. This analysis will consist of local market research in light of national trends. Research will focus on the present and future market as well as the identification of economic and market issues affecting key areas in Bradenton. The research will result in a demographic profile, an assessment of conditions and trends, analysis of the competitive market environment, and estimates of market demand by land use. These demand projections will guide the team in crafting opportunities to build more complete neighborhoods and in devising economic and market incentives to encourage mixed-use development.

TASK 1.4: SITE VISIT AND ON-SITE ANALYSIS

A Principal and Project Director from DK&P and Principal from PES will participate in a two-day site visit in Bradenton. The visit will feature an analysis of existing conditions, city-wide tour, and participation in strategic meetings with the Client and invited stakeholders.

1.4.1 Study Tour and Analysis

The team will tour, photograph, and examine the existing urban form and settlement patterns of Bradenton. DK&P will analyze the network of streets, blocks and lots, building types, and unique characteristics that define the various areas of the City. DK&P will focus the tour on key areas identified in each Council Ward, as well as essential adjacent properties within Manatee County's jurisdiction. The analysis will include an examination of the existing land use, economic factors, and urban design elements of various conditions within Bradenton. The purpose of the tour will be to better understand conditions within the city to form the framework for the Bradenton Blueprint, and to begin to define potential locations for three (3) special area plans.

1.4.2 Interviews and Meetings

During the visit, DK&P will meet with the EDC and key stakeholders (identified and arranged by the Client) to gather input on existing conditions and the desire for future development patterns in Bradenton. In particular, the visit would be an opportunity to interact with local leaders, City and County officials, and City and County staff (planning, tourism, transportation, economic development, others). By interviewing local leaders, property and business owners, government agencies, and other community representatives, the team will acquire local knowledge about the development climate and history of the area, as well as identify any obstacles to redevelopment. The team will also learn about community and business concerns which will help assess the financial, organizational, and community resources available. The interviews will be conducted one-on-one or in small groups.

TASK 1.5 PREPARE BRADENTON BLUEPRINT CONCEPT MAP

The review of previous plans, current policies, and development patterns will be assembled into a Bradenton Blueprint concept map to highlight areas for further study and potential investment. The concept map will merge the various conditions and elements impacting growth and development in Bradenton and will guide the team and EDC in determining specific locations for Special Area Plans. The Bradenton Blueprint will be prepared as a visual tool to better understand development patterns, investment trends, and areas ripe for redevelopment and reinvestment. The Bradenton Blueprint will be informed by input gathered during the study tour as well as findings of the preliminary economic analysis.

Input from the Bradenton Area Economic Development Corporation, City of Bradenton, Manatee County, and identified stakeholders will be essential in creating the plan.

PHASE 2: PREPARE SPECIAL AREA PLANS

Phase 2 is focused on planning and design, as well as testing ideas and continued economic analysis. The team will work on-site in Bradenton for 4-days to define plan concepts, detail special areas plans, and create visualizations that demonstrate change-over-time. By working on site, the team will facilitate a range of invited stakeholder meetings to gather input and feedback on plan ideas, allowing issues to be quickly identified and resolved.

The team will work with the EDC to prepare a schedule for the 4-day work session. Since the team will be working on designs in real-time, DK&P requests that the EDC provide a central location with enough space for both design and meetings to take place; activities likely to include:

Technical Meetings. Technical meetings with the DK&P team and local experts, staff and officials will be scheduled to focus on specific topics of importance, such as transportation, economic development, and redevelopment. Input from the Bradenton Area Economic Development Corporation, City of Bradenton, Manatee County, and identified stakeholders will be essential in creating the three special area plans.

Draft Concepts: Special Area Plans (3). To synthesize planning applications and design objectives, the team will create a series of three (3) Special Area Plans. The Special Area Plans will designate development intensity and the appropriate mix of uses on an inter-connected network of streets and blocks. Sites for Special Area Plans will be determined in close consultation with the EDC; the geographic area for each special area plan should be centered on a key property, intersection, commercial corridor, or mixed-use area, and generally not be larger than 10 to 15 acres (smaller sites will be drawn with greater detail). Urban design plans for three selected areas will be produced to explore proposed land uses and development patterns, including access and circulation, proposed public spaces, and opportunity sites. Renderings will explore proposed neighborhood and street design interventions for special area plan locations to demonstrate feasibility of implementation and test plan ideas. Sketches and visualizations will serve as examples of how

the area can change and grow. Accompanying renderings will include "before and after" illustrations that show possible scenarios for development.

Economic Review of Scenarios and Special Area Plans. PES will work with DK&P and the EDC to formulate a series of economic strategies and perform further analysis of planning and design ideas. The analysis will feature more general development conditions as well as site specific situations associated with the three (3) special area plans. They will work closely with the Directors of Business Retention and Business Recruitment and Expansion in helping to identify potential tenants or buyers for non-residential space in the three special area plans. The analysis will address potential financial incentives for encouraging property owners and stakeholders to participate in mixed-use development that will benefit and succeed in the area. It will also include methods for recruitment and streamlining approvals and permitting, such as enhancing the Rapid Response Permitting Program as it applies to the three special area plans; PES will rely on the EDC to describe current methods and identify schedule pinch points in the process.

PHASE 3: PLAN AND DEVELOPMENT STRATEGY

Visualizing change is a key component of Dover-Kohl's planning approach. Illustrations can communicate ideas better than words; we use visuals to test or confirm plan concepts and gather meaningful input. When the planning process is complete, the imagery lives on, documenting the vision and guiding new development. Phase 3 will involve plan refinement as well as strategies for implementation.

Task 3.1: Refine the Bradenton Blueprint Concept Map(1)

The Bradenton Blueprint created in Phase 1 will be refined to best illustrate both short- and long-term development prospects. The format of the Bradenton Blueprint will be an illustrative diagram to guide big-picture moves and set forth a pattern for development, organized in the framework of livable streets and blocks.

Task 3.2: Refine Special Area Plans (3)

Illustrative plans (one for each special area) and renderings (one for each special area) will show desired development form on sample opportunity sites, which may include: waterfront development; retrofitting suburbia; preservation of community character and missing middle housing; and, mixed-use infill along commercial corridors. Special area plans will include illustrations of recommendations for street design details, potential building types and footprints, and public open spaces. Short- and long-term strategies may be illustrated. These illustrations will be produced through a combination of hand-drawn and computer-generated techniques and will be provided to the EDC in both hardcopy and electronic formats.

Task 3.4: Summary Report and Implementation Strategy

DK&P will create a concise plan document summarizing the community planning process, traditional urban design features, Bradenton Blueprint Concept Map (city-wide), Special Area Plans (3), and illustrations. DK&P and PES will provide an implementation strategy which will address necessary tasks, initial first steps, and potential funding sources to achieve successful outcomes.

PHASE 4: PLAN REVISIONS AND PRESENTATION

DK&P will submit the draft plan documents, illustrations, and corresponding work products to the EDC for review. DK&P will perform a round of revisions to the work products, as necessary. Once the plan is reviewed and revised, a Principal and Project Director from DK&P will return to Bradenton to present the final work products to the EDC and invited stakeholders.

PHASE 5: ADDITIONAL SERVICES (optional)

Upon Client's written authorization, DK&P can assist the Client with further planning consultation to implement the project. DK&P can provide these services on an as-needed, hourly basis (or for a negotiated fixed fee for a defined additional scope of work), when requested by Client. Based on our experience with previous projects, potential next steps and additional tasks are outlined below:

- Attend additional project meetings and assist with meetings/presentations.
- Continue to make revisions to Plan documents, based on new input or information received.
- Advise Client on the hiring of architects, designers, transportation engineers, and other necessary consultants.
- Assist the civil engineer, architects, landscape architect and other professional consultants (as hired by the Client) by reviewing construction drawings.
- Visit Bradenton, as needed, advising Client on the implementation of plan details and whether the quality of work is proceeding in accordance with the Plan and Form-Based Code.
- Periodically review the Plan to reflect changing site and market conditions, as well as changes required by government regulation.
- Be available to assist Client with marketing the project by periodically participating in lectures, interviews, publications and the like.
- Respond in a timely manner to any issue that requires the input of town planners.

RESPONSIBILITIES OF THE CLIENT

DK&P's completion of tasks herein within a timely basis is contingent on the Client's cooperation in providing available information and its participation with respect to certain project activities. The Client shall be responsible to DK&P for the timely performance of the following tasks:

A. Provide, on a timely basis, the Base Information requested in Phase 1.

B. Provide supplementary information that may be requested from time to time during the course of the Project.

C. Provide supplies, equipment and facilities necessary to create an effective design charrette, as requested.

D. Provide a project coordinator as a single point of contact for the Client.

E. Attend and participate in project meetings upon the request of DK&P.

F. Schedule and convene meetings with third parties whose participation the Client considers important.

G. Make every effort to insure the attendance of necessary elected officials, stakeholders, government staff, technical experts, and investors at the Special Area Plans work session technical meetings. A list of desired meeting attendees will be created in collaboration with DK&P; meeting invitations shall be the responsibility of the Client.

H. Provide commercial rentals, as necessary, for supplies, equipment, work rooms, meeting rooms, and presentation rooms. Necessary rentals will be identified in advance by DK&P.

I. Promptly tender payment of all valid invoices.

LIMITATIONS ON AUTHORITY

Images, plans, diagrams and other items produced by DK&P are for purposes of illustration only and do not represent a guarantee of any kind. DK&P shall not have control, nor decision-making authority, nor be responsible for construction means, methods, techniques, sequences, procedures, safety precautions, or other programs in connection with the Project. Such functions are the sole responsibility of licensed contractors and consultants, in accordance with their respective contracts with Client. DK&P shall not be responsible for scheduling contractors or consultants, nor for their failure to perform their work in accordance with contract documents. DK&P shall not have control nor be responsible for acts, errors, or omissions of building architects, engineers, consultants, contractors, subcontractors, and their agents or employees, nor of any other persons working on the Project.

SCHEDULE

DK&P will work with the Client to find a suitable date for the Phase 2 work session, and outline an overall project schedule. Based on projects of similar scope and size, DK&P anticipates the schedule to include:

Months 1 - 2: Analysis and Site Visit
Months 3 - 4: Prepare Special Area Plans
Months 5 - 7: Plan and Development Strategy
Month 8: Plan Revisions and Presentation

FEES

Based on comparable projects of similar scope and size, DK&P anticipates the following fees for the work products described above to be **$179,640.00**. The payment of such sum shall be in accordance with the following schedule:

a) Client shall pay a 30% non-refundable deposit upon execution and delivery of a fully executed contract. DK&P will not schedule work until receipt of this deposit.

b) The remaining balance shall be apportioned into monthly payments corresponding to invoices specifying the percentage of work completed.

Additional work beyond this scope of services will be authorized in writing and payment will be based on the following hourly rates:

Founding Principal Victor Dover	$410.00
Founding Principal Joseph Kohl	$350.00
Principal/Sr. Project Director	$200.00
Project Director and/or Sr. Town Planner/Urban Designer	$180.00
Illustrators	$160.00
Town Planners/Urban Designer	$130.00
Interns	$65.00
Clerical Staff	$65.00
Anita Morrison	$225.00
Abigail Ferretti	$195.00
Travel	½ of the above rates

REIMBURSABLE EXPENSES

The above fees do not include out-of-pocket expenses, such as reproduction, travel, hotel accommodations, couriers, and telephone/facsimile. These will be charged separately at an amount not to exceed **$20,000.00**.

AGENDA ITEM NO. 8.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Agreement

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

SUBJECT: Woodard & Curran Fiscal Solutions and Strategic Funding Plan

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The attached proposal is an amendment to the existing contract with Woodard & Curran, which would give authority to develop a Fiscal Initiative Plan (FIP). The objective of this FIP is to gain a clear understanding of wastewater capital programs, priorities, cost evaluation, associated regulatory compliance, and a strategic fiscal solutions path to implement these capital programs.

The proposed FIP seeks to categorize projects that are driven by the Consent Orders and other improvements in the wastewater system that may indirectly affect the consent order. This scope of work focuses on the wastewater system only, and the attached proposal identifies the process in six steps.

After the City issues a Notice to Proceed, Woodard & Curran will commence work within one week. Within six months of receiving the Notice to Proceed, Woodard & Curran will finish all of the aforementioned tasks.

FINANCIAL IMPACT:
Services to be billed monthly to the City, with a not to exceed amount of $150,000. Funds will be paid through WRF/Water Sewer existing budget funds and

may be partially or fully reimbursable by various existing grants and future grant funding.

ATTORNEY REVIEW/RECOMMENDATION:
The proposal was sent to Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the proposal from Woodard & Curran for the Fiscal Initiative Plan as presented and authorize the Mayor to sign on behalf of the City.

ATTACHMENTS:
Proposal for Fiscal Initiative Plan

12 Mountfort Street
Portland, Maine 04101
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

Via Electronic Mail and US Mail

May 28, 2025

Rob Perry, City Administrator
City of Bradenton, FL
101 Old Main Street
Bradenton, FL 34205

RE: Proposal for Fiscal Initiative Plan

Dear Mr. Perry:

The intent of this proposal is to develop a "Fiscal Initiative Plan" (FIP) around alternative funding programs whose drivers match specific elements of the wastewater system (treatment and collection systems). *A Fiscal Initiative Plan (FIP) is defined as a comprehensive assessment to evaluate capital program costs using fiscal solutions to identify a path to implement the capital program.* The State and Federal Consent Orders identify needed capital improvements that will be our target projects under review in this study.

PROJECT OBJECTIVES

The objective of this FIP is to gain a clear understanding of wastewater capital programs, priorities, cost evaluation, associated regulatory compliance, and a strategic fiscal solutions path to implement these capital programs. This FIP seeks to categorize projects that are driven by the Consent Orders and other improvements in the wastewater system that may indirectly affect the consent order. This scope of work focuses on the wastewater system only (treatment and collection systems).

STRATEGIC APPROACH

Our approach includes development of a scenario analysis that compares high-level engineers' valuation of capital cost and impact to utility customers from various fiscal resources. It is Woodard & Curran's understanding that Bradenton does not have an adopted Capital Improvement Plan. In our analysis, for capital projects that the City does not have cost information developed for, we will prepare a high-level engineers valuation cost using a combination of factored costs, typical industry rule of thumb costs and data from similar Woodard & Curran projects. We aim to provide recommendations by evaluating options to implement required capital improvements with minimal impact to residents. Part of our approach is to prioritize capital programs based on various metrics (i.e. Consent Order schedule, funding availability) and subjective criteria (criticality, urgency, professional engineering judgement). We also intend to consider action items needed which may include public participation needs, passing ordinances, voting requirements, and funding application initiation.

SCOPE OF SERVICES

The following activities may be included in the final FIP deliverable in support of the City's central sewer system to include treatment, collection, disposal, and O&M:

Task 1: Discovery

Task 1 is intended to allow Woodard & Curran (W&C) to perform discovery of the wastewater system and gain a better understanding of system needs. Discovery under this task will predominantly include desktop surveys, field surveys, applicable regulatory requirements, engineering reports, CMOM (capacity, management, operations, and maintenance) documents, inflow / infiltration studies, and other data gathering efforts. This task will require close collaboration with City Staff, State & Federal Funding Agencies, State & Federal Regulatory Agencies, and W&C. This task will be critical to set the foundation for future recommendations in this FIP.

Task 2: Prioritization

Task 2 begins with a detailed evaluation of the City's Consent Orders, Consent Decrees, Discharge Permit, In-Kind Projects and associated requirements. Prioritization in Task 2 may involve consideration of a variety of governmental needs, technical solutions available, customer affordability, and clear communication with stakeholders to meet priorities. This prioritization will serve to determine the most critical project areas.

Task 3: Fiscal Analysis

Task 3 involves a detailed review of revenue sources to determine applicable resources that may be available. Additionally, a review of historical and planned alternative funding will provide insight into the broader fiscal solution. Once the critical capital programs are identified and agreed to by City Staff, W&C then conducts a scenario analysis of each capital project with a comparison of viable funding programs to identify the optimal approach. Capital planning and consent order demands will also be reviewed during this task.

Task 4: Funding Technology

This task will involve identifying communication infrastructure needs, requirements, and related technology funding opportunities. One component of this task will be to identify cybersecurity requirements associated with various funding agencies to ensure the City can submit applications and receive awards without delay due to cybersecurity conditions. Work may also include identifying funding opportunities for conducting utility health checks. Additionally, W&C may identify technical and fiscal sources for wastewater basin management, to improve available capacity.

Task 5: Identify Alternative Fiscal Resources and Probable Outcomes

- Identify and Coordinate with Available Fiscal Resources - Agency resources may include: SRF, WIFIA, Legislative Appropriations, Public-Private-Partnerships (P3), Project Phasing, and Optimization
- Outline Program Requirements and Administrative Expectations
    - Contact applicable Agency representatives to align project scope with Agency drivers
    - Identify steps needed to comply with Agency requirements
- Develop Matrix of Viable Options
    - Prepare summary of potential project fiscal offerings
    - Once all fiscal resources are identified, evaluate customer rate impact
    - Summarize suggested approach to minimize impacts on existing customers & rate payers
- Conduct alternative scenario analysis of each CIP program compared to viable funding sources
- Develop Preliminary Schedule – Prepare with enough preliminary detail required for planning out timelines to submit deliverables and meet agency deadlines

Task 6-A: FIP Deliverables

- Prepare Preliminary consolidated list of capital projects with high-level engineers' valuation costs. High-level engineers' valuation cost will be developed as described previously in the Approach. The primary focus will be the WRF capital projects along with a cursory review of proposed capital programs within the collection system.
- Develop draft FIP for Staff Review – compile into a draft deliverable for City Comments
- Presentation to Staff for draft Review – discuss approach and components of draft deliverable
- Deliver final FIP – Incorporate comments on draft deliverable from Staff and complete final version of the FIP

Task 6-B: Identified Applications

Based upon a Notice to Proceed from the City, Woodard & Curran, in conjunction with the City's Fiscal team and Consultants, will advise and/or apply for grant and/or low-interest loans as identified in the Financial Initiative Plans as program cycles open. Post-Award Administration will be included in a separate task order.

SCHEDULE

Woodard & Curran will commence work within one week of receiving a Notice to Proceed from the City. Woodard & Curran will complete each of the above tasks within **6 months from Notice to Proceed**.

BUDGET

Woodard & Curran proposes to perform the work as described within this proposal on a Time and Materials basis in accordance with the attached 2025 Rate Schedule, to be billed monthly based upon services provided, with a not to exceed amount of **$150,000**.

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the Operations and Maintenance Agreement between Woodard & Curran, Inc. and The City of Bradenton, FL, dated May 5, 2025 as an Out of Scope Service in reference to section 3.09 of the original agreement.

CLOSING

We greatly appreciate this opportunity to offer our Professional Services. If you accept this proposal and wish to proceed with the Scope of Services, please sign the below Authorization to Proceed and return a copy for our files

Sincerely,

Woodard & Curran, Inc.

The parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION TO PROCEED

WOODARD & CURRAN, INC.		**CITY OF BRADENTON, FL**	
Signature	*Date*	*Signature*	*Date*
Name (printed)		*Name (printed)*	
Title		*Title*	

Rate Schedule

Public 2025

STAFF TYPE	HOURLY RATE
Administrative	$120
Drafter / Project Assistant / Technician 1	$135
Graphic Artist / Project Specialist	$150
Designer 1 / Geologist 1 / GIS Analyst 1 / Planner 1 / Scientist 1 / Technician 2	$155
Designer 2 / Geologist 2 / GIS Analyst 2 / Graphics Manager / Scientist 2 / Senior Project Assistant / Specifications Manager	$160
Engineer 1 / Planner 2 / Technical Specialist 1 / Technician 3	$165
Contract Document Specialist / Geologist 3 / GIS Analyst 3 / Scientist 3	$170
Designer 3 / Engineer 2 / Plant Manager / Procurement Specialist / Programmer 1 / Project Geologist 1 / Project Scientist 1 / Technical Specialist 2	$185
Engineer 3 / GIS Solutions Analyst / Planner 3 / Programmer 2 / Technical Specialist 3	$195
Programmer 3 / Project Geologist 2 / Project Scientist 2 / Project Tech Specialist 1 / Senior Designer	$200
Project Electrical Engineer 1 / Project Engineer 1 / Project Planner 1	$205
Project Engineer 2 / Project Planner 2 / Project Tech Specialist 2 / Senior Project Geologist / Senior Project Scientist / Senior Resident Project Representative	$215
Senior Cost Estimator / Senior Planner	$230
GIS Manager / Project Manager 1 / Technical Manager 1	$235
Construction Manager / Project Manager 2 / Technical Manager 2	$250
Program Manager	$255
Senior Consultant / Senior Project Manager / Senior Technical Manager	$260
Senior Delivery Leader / Senior Program Leader / Senior Technical Leader	$270
Principal in Charge	$275
Senior Technical Consultant	$280
Senior Practice Leader	$290

EXPENSES	
Travel	$0.70 / mile
Other Direct Costs	At Cost Plus 15%
Subconsultants/Subcontractors	At Cost Plus 15%

NOTES

Mileage rate will change as the federal allowable rate is modified.

AGENDA ITEM NO. 8.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: May 28, 2025

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Resolution

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

SUBJECT: Resolution 25-51 - Building Permit Fees

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Planning and Community Development Department is proposing a 20% increase in building permit fees to cover the cost of providing building permit services. The proposed change would take effect July 1, 2025, to allow for notice to contractors and input in the permit system.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 25-51.

ATTACHMENTS:
Resolution 25-51
Resolution 25-51 Staff Memorandum
Fee Schedule Comparison

CITY OF BRADENTON
RESOLUTION NO. 25-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE PERMIT FEE SCHEDULE TO INCREASE FEES, INCLUDING PROVISIONS FOR PRIVATE PROVIDER PERMIT FEE REDUCTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2.3.2 of the City of Bradenton Code of Ordinances, the City may revise its fees for permits and approvals by resolution; and

WHEREAS, the City desires to amend its fee schedule for permits and approvals to cover the costs associated with the administration of the building permit process; and

WHEREAS, pursuant to Section 553.791, Florida Statutes, the City of Bradenton is required to reduce permit fees by the amount of cost savings realized by the City for not having to perform the plans review or building inspection services for which an owner or contractor hired a private provider and that reduction is reflected in the fee schedule; and

WHEREAS, the City desires to adjust these provisions to accurately reflect the actual cost realized by the City in accordance with Section 166.222 and Section 553.80, Florida Statutes.

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

1. **Recitals**. The City's fee schedule shall be amended to reflect the proposed fees set forth in the Fee Schedule attached hereto and incorporated herein as Exhibit "A".

2. **Revised Fee Schedule**. Any fees and charges not modified by this Resolution shall remain in full force and effect.

3. **Severability**. In the event that any portion 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.

4. **Conflict**. All Resolutions or portions thereof in conflict with any of the provisions in this Resolution are hereby repealed to the extent of such conflict.

5. **Effective Date**. This Resolution, and the amended fees and charges in the attached Fee Schedule, shall become effective July 1, 2025.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 28TH DAY OF MAY 2025.

ATTEST:

_____

Tamara Melton
City Clerk

_____

Gene Brown
Mayor

APPROVED AS TO FORM:

_____

Scott Rudacille
City Attorney

5126048v1

EXHIBIT "A"

PERMIT CATEGORIES	BUILDING PERMIT FEES
1-2 Family New Construction	$0.92 per sqft
1-2 Family Alt. /Add. - Under 600Sqft	$360.00
1-2 Family Alt. /Add. Structure - Over 600Sqft	$0.92 per sqft
1-2 Family Accessory Structure - Under 600Sqft	$0.98
1-2 Family Accessory Structure - Over 600Sqft	$480.00
Commercial New Construction	$0.98
Commercial Alt. /Add. - Under 600Sqft	$480.00
Commercial Alt. /Add. - Over 600Sqft	$0.98
Commercial Accessory Structure - Under 600Sqft	$480.00
Commercial Accessory Structure - Over 600Sqft	$0.98
Electrical Scope – Commercial Only	$150.00
Electrical Scope – Residential Only	$120.00
Electrical Service Change	$120.00
Electrical Trade - As Subcontractor	N/C
Mechanical Scope – Commercial Only	$150.00
Mechanical Scope – Residential Only	$120.00
Mechanical Trade - As Subcontractor	
Plumbing Scope – Commercial Only	$150.00
Plumbing Scope – Residential Only	$120.00
Plumbing Trade - As Subcontractor	N/C
Roofing Scope – Commercial Only	$360.00
Roofing Scope – Residential Only	$240.00
Roofing Trade - As Subcontractor	N/C

PERMIT CATEGORIES	BUILDING PERMIT FEES
Solar Commercial	$420.00
Solar Residential	$150.00
Pool/Spa Commercial	$720
Pool/Spa Residential	$570.00
Window/Ext. Door/Garage Door Replacement	$90.00 Inspection up to 1 Hour - $75.00each additional inspection hour
Waterfront Structure (Dock/Davit/Seawall)	$180.00
Storage Tank LP/NG	N/C
Sign	$90.00
Siding, Soffit, Fascia	$90.00
Generator	$210.00
Fence/Wall – Commercial	N/C
Dumpster	$90.00
Demolition	$300.00
Deck over 30” High	$240.00
DCA Modular Building	$600.00
Concrete Pad with Footing	$240.00
Building Relocation	$600.00
Antenna	$300.00
Aluminum Structure	$300.00
Master Plan Review	N/C
30-Day TCO (30 Days ea.)	$240.00
Certificate of Occupancy or Completion	$100.00
Change of Contractor/Subcontractor	$50.00

PERMIT CATEGORIES	BUILDING PERMIT FEES
Change of Occupancy Review	$125.00
Affidavit Inspection	$75.00
Construction Board of Appeals	N/C
Agricultural Exemption Review	N/C
Building Code Interpretation	$350.00 Residential $600.00 Commecial (written interpretation)
Brownfield Development Incentive	N/C
Designated Brownfield's Incentive	N/C
Duplicate Permit Card	$25.00
Expired Permit Reinstatement	N/C
Issued Permit Extension (180 Days)	N/C
Permit Application Extension (90 Days ea.)	N/C
Fire and/or Damage Assessment	N/C
Flood Code Compliance Inspection	$75.00
Flood Elevation Determination	$25.00
Flood Management Permit	$210.00
Flood Pre-application Meeting	N/C
Flood Re-stamping	$40.00
Floodplain Review	$75.00
Flood-proof Certificate Review	$50.00
Floodway Construction Certificate	$50.00
Landscape Fill Review	$75.00
Local Product Approval	$75.00
Mitigation Review LOMR	$75.00

PERMIT CATEGORIES	BUILDING PERMIT FEES
No Rise Certificate Review	$75.00
Notary Service	N/C
Plan Amendment Re-review	$145.00
Records/Parcel/Research	$100.00
Permit After-The-Fact	N/C
Reproduction Fees – Large Format 24”+	$5.00
Stop Work Order Release	$75.00
Temporary Power to Permanent Service	N/C
Same Day/Time Specific Inspection:	N/C
Re-Inspection Fee	N/C
Partial Inspection (when warranted)	$75.00
Private Provider	30% Reduction for Plan Review and Inspections 15% Fee Reduction for Inspections Only
Milestone Inpection Permits	$300

PLANNING & COMMUNITY DEVELOPMENT

City Hall | 101 Old Main Street | Bradenton, Florida
34205 941.932.9400 | planning@bradentonfl.gov
www.cityofbradenton.com

MEMORANDUM

Date: April 16, 2025

From: Scott Williams, Building Official

Via: Robin Singer, Planning and Community Development Director

Subject: Building Permit Fees, Resolution 25-51

The City of Bradenton has updated it's permit processing and organizational structure over the last year. While this will result in greater efficiency, there are costs associated with this transition and with cost of living increases. The Building Division fee structure was adopted in January 2014 and underwent a revision in 2018.

After reviewing the budgets, fee structure and the independent Permit Fee Comparison study performed by Matrix in 2023, it is recommended that a 20% increase in the fee structure is warranted to make the building department solvent once again. To arrive at this conclusion, we have compared building permit fees from 5 similar sized communities that have updated their fee structure in the last four years, including: Miami Beach, Doral, Tamarac, Margate, Sarasota, Pinellas Park and Hillsborough County (the closest jurisdiction with a similar fee structure). With a 20% increase City of Bradenton permit fees will still be less than our closest jurisdiction.

Over the last five years the building department deficit has averaged 18.35% or $165,114, the four-year average is 29.9%, or -$327,011. A 20% fee increase will generate an average of $322,386 of additional revenue. This adjustment falls in line with the industry average permit fee increases for the last six years of 20.8% and will be a step in the right direction to again be solvent.

The Building Division has also reviewed the required credit offering for private provider plan review and inspection. Per state statute 553.791 local governments are required to reduce the fees relevant to the cost savings. The prior Building Official had offered a 50% reduction. However, it has been determined that this is an unrealistic reduction given the staff time involved in the permitting process.

After reviewing several jurisdictions and evaluating the actual savings to the department to process private provider permits it has been concluded that the following discounts may be applied:

- When a fee owner of a building or a structure, or the fee owner's contractor upon written authorization of the fee owner, utilizes a private provider as set forth in F.S. § 553.791,

for all required building or structure plan reviews and building or structure inspections, then City permitting and inspection fees will be assessed as a regular building permit with a credit of 30 percent towards the applicable inspection fee and permit fee charged without use of a private provider.

- If just building inspections are performed by a private provider under F.S. § 553.791, then the credit of 15 percent will only apply towards the permitting or inspection fee associated with the service being privately provided.

Over the next year we will reevaluate our fee structure as well as our fees to determine if a complete change in structure would be in the cities best interest.

Recommendation:
Adopt Resolution 25-51 to increase Building Permit Fees according to the chart provided with an average increase of 20% over the current fee structure and adjust the reduction for private providers to reflect actual costs.

City of Bradenton
Proposed Building Fee Schedule 2024-2025

Permit Catagories	Current Fees as of 2018	Proposed Fees
1-2 Family New Construction	$.77 per Sqft	$0.92 per sqft
1-2 Family Alt. /Add. - Under 600Sqft	$300.00	$360.00
1-2 Family Alt. /Add. Structure - Over 600Sqft	$.77 per Sqft.	$0.92 per sqft
1-2 Family Accessory Structure - Under 600Sqft	$.82 per Sqft	$0.98
1-2 Family Accessory Structure - Over 600Sqft	$400.00	$480.00
Commercial New Construction	$.82 per Sqft	$0.98
Commercial Alt. /Add. - Under 600Sqft	$400.00	$480.00
Commercial Alt. /Add. - Over 600Sqft	$.82 per Sqft	$0.98
Commercial Accessory Structure - Under 600Sqft	$400.00	$480.00
Commercial Accessory Structure - Over 600Sqft	$.82 per Sqft	$0.98
Electrical Scope – Commercial Only	$125.00 - Entire scope of work on site – Electrical Only	$150.00
Electrical Scope – Residential Only	$100.00 - Entire scope of work on site – Electrical Only	$120.00
Electrical Service Change	$100.00	$120.00
Electrical Trade - As Subcontractor	$100.00	N/C
Mechanical Scope – Commercial Only	$125.00 - Entire scope of work on site – MechanicalOnly	$150.00
Mechanical Scope – Residential Only	$100.00 - Entire scope of work on site – Mechanical Only	$120.00
Mechanical Trade - As Subcontractor	$100.00	
Plumbing Scope – Commercial Only	$125.00 - Entire scope of work on site – Plumbing Only	$150.00

Plumbing Scope – Residential Only	$100.00 - Entire scope of work on site – Plumbing Only	$120.00
Plumbing Trade - As Subcontractor	$100.00	N/C
Roofing Scope – Commercial Only	$300.00 - 4 Inspections Maximum ($75 each after 4th inspection	$360.00
Roofing Scope – Residential Only	$200.00 - Entire scope of work on site – Roof Only	$240.00
Roofing Trade - As Subcontractor	$100.00	N/C
Solar Commercial	$350.00	$420.00
Solar Residential	$100.00	$150.00
Pool/Spa Commercial	$600.00	$720
Pool/Spa Residential	$475.00	$570.00
Window/Ext. Door/Garage Door Replacement	$75.00 - (1) Inspection up to 1 Hour - $75.00each additional inspection hour	$90.00 Inspection up to 1 Hour - $75.00each additional inspection hour
Waterfront Structure (Dock/Davit/Seawall)	$150.00	$180.00
Storage Tank LP/NG	$200.00	N/C
Sign	$75.00	$90.00
Siding, Soffit, Fascia	$75.00	$90.00
Generator	$175.00	$210.00
Fence/Wall – Commercial	$25.00 - If a concrete/block wall - $300.00	N/C
Dumpster	$75.00	$90.00
Demolition	$250.00	$300.00
Deck over 30” High	$200.00	$240.00

City of Bradenton
Proposed Building Fee Schedule 2024-2025

DCA Modular Building	$500.00	$600.00
Concrete Pad with Footing	$200.00	$240.00
Building Relocation	$500.00	$600.00
Antenna	$250.00	$300.00
Aluminum Structure	$250.00	$300.00
Master Plan Review	$300.00	N/C
30-Day TCO (30 Days ea.)	$200.00 - If Approved by Building Official	$240.00
Certificate of Occupancy or Completion	No Fee	$100.00
Change of Contractor/Subcontractor	No Fee	$50.00
Change of Occupancy Review	No Fee	$125.00
Affidavit Inspection	No Fee	$75.00
Construction Board of Appeals	$375.00	N/C
Agricultural Exemption Review	No Fee	N/C
Building Code Interpretation	No Fee	$350.00 Residential $600.00 Commecial (written interpretation)
Brownfield Development Incentive	10% Permit Fee Reduction	N/C
Designated Brownfield's Incentive	Building Permit Fee Only (Does not include other fees)	N/C
Duplicate Permit Card	No Fee	$25.00
Expired Permit Reinstatement	Cost of the permit unless $200+ - If cost of permit is $200.00 or more, the fee will be $200	N/C
Issued Permit Extension (180 Days)	$150.00 - If Approved by Building Official (**Must RequestBefore Expiration)	N/C

Permit Application Extension (90 Days ea.)	$150.00 - If Approved by Building Official (**MustRequest Before Expiration)	N/C
Fire and/or Damage Assessment	$75.00	N/C
Flood Code Compliance Inspection	No Fee	$75.00
Flood Elevation Determination	No Fee	$25.00
Flood Management Permit	$175.00	$210.00
Flood Pre-application Meeting	No Fee	N/C
Flood Re-stamping	No Fee	$40.00
Floodplain Review	$50.00	$75.00
Flood-proof Certificate Review	No Fee	$50.00
Floodway Construction Certificate	No Fee	$50.00
Landscape Fill Review	No Fee	$75.00
Local Product Approval	No Fee	$75.00
Mitigation Review LOMR	No Fee	$75.00
No Rise Certificate Review	No Fee	$75.00
Notary Service	No Fee	N/C
Plan Amendment Re-review	No Fee	$145.00
Records/Parcel/Research	No Fee	$100.00
Permit After-The-Fact	100% of Original Permit Fee (excluding tax)	N/C
Reproduction Fees – Large Format 24”+	$1.00 per sheet	$5.00

Stop Work Order Release	No Fee	$75.00
Temporary Power to Permanent Service	No Fee	N/C
Same Day/Time Specific Inspection:	$150.00 - First 2 Hours; $40 Each Hour After -Pending Inspector Availability	N/C
Re-Inspection Fee	$75.00 each/3x=$300 - At Inspectors Discretion – $300.00 upon 3rd failed result	N/C
Partial Inspection (when warranted)	No Fee	$75.00
Private Provider	50% Permit Fee Reduction	30% Reduction for Plan Review and Inspections 15% Fee Reduction for Inspections Only
Milestone Inpection Permits		$300