



September 1, 2026 - Regular Meeting

Subject

Updates to Agenda - August 31, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 8/31/26) for the meeting of September 1, 2026:

ANNOUNCEMENTS

Generic Public Comments

- This agenda item was updated with additional comments.

AWARDS/PRESENTATIONS/PROCLAMATIONS

Presentations

Item 2, 9:00 A.M. TIME CERTAIN - Project Grace Follow-Up Discussion and Staff Responses to Board and Community Questions and Concerns - District 5

- This agenda item was updated with public comments.

CONSENT AGENDA

Community and Veterans Services

Item 11, Execution of Lease Agreement between Manatee County and The Eternity Temple Washington Park Community Development Corporation, Inc., Johanna Beville, Program Analyst for Community and Veterans Services Department – District 2
Board of County Commissioners September 1, 2026

- This agenda item was updated with a revised Lease Agreement.

12, Execution of Lease Agreement between Manatee County and Rubonia Community Association, Inc., Johanna Beville, Program Analyst for Community and Veterans Services Department – District 2

- This agenda item was updated with a revised Lease Agreement.

Financial Management

Item 13, Adoption of Budget Amendment Resolution B-26-105; and Budget Amendment Resolution B-26-106 for Infrastructure Sales Tax, Claudia Campos, Interim Chief Financial Officer

- This agenda item was updated with final Budget Amendment Resolution B-26-106.

Natural Resource Department

Item 41, Acceptance and Refund of Donation from Big Bill Foundation for 18th Annual Robinson Preserve 5K/10K Race, Aedan Stockdale, Education & Volunteer Division Manager - District 3

- This agenda item was added to the Agenda.

Property Management

Item 25, Execution of Lease Agreement between Manatee County and SPCA Property Co, LLC, for the property located at 5516 21st Avenue West, Bradenton, Florida 34209, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with revised Instructions to Board Records (in strikethrough/underline format) and public comment.

Public Safety

Item 26, Adoption of Resolution R-26-110, accepting a State Grant Award from the State of Florida, Division of Emergency Management, for the Emergency Management Preparedness and Assistance (EMPA) Grant Agreement FY 26/27; and the Adoption of Budget Amendment Resolution B-26-098, Joel Richmond, Deputy Chief of Emergency Management - Countywide

- This agenda item was updated to revise the Action Requested to include Adoption of Budget Amendment Resolution B-26-098 (in strikethrough/underline format).

Public Works

Item 27, Adoption Resolution R-26-087, authorizing the Chairperson or designee to sign the Federal Fiscal Year (FFY) 2026 annual Federal Transit Administration (FTA) Certifications and Assurances, Benita Zarr, Interim Transit Division - Countywide

- This agenda item was updated to revise the Action Requested (in strikethrough/underline format) and attach a Letter designating Signature of Authority for FTA Assistance and Awards.

ADVERTISED PUBLIC HEARINGS – LEGISLATIVE

Presentations Scheduled

Item 30, Adoption of Ordinance 26-40, Amending Article IV of Chapter 2-25 of the Manatee County Code and Revising ELMAC Membership Eligibility, Terms, Number of Seats and Procedures, Kara Koenig, Environmental Lands Program Manager - Countywide

- This agenda item was updated with the clean version of Ordinance 26-40 and the strikethrough/underline version of Ordinance 26-40.

REGULAR

Government Relations

Item 34, Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5

- This agenda item was updated with public comment and a revised PowerPoint Presentation.

Property Management

Item 35, Adoption of Resolution R-26-97 authorizing the conveyance of County-owned property, known as the GTE building, located at 1009 4th Avenue West, Bradenton, Florida 34205, and execution of a County Deed to the City of Bradenton, a Florida municipal corporation, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with public comments.

REPORTS

Public Works

Item 36, Light Up Manatee Project Status Update, Aaron Burkett, Traffic Operations Division Manager, and Chris DeCosta, Sr, Assessment Coordinator

- This agenda item was updated with public comments and a PowerPoint Presentation.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

RESOLUTION B-26-106
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2026

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2025-2026 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Transfer of Funds			Unanticipated Revenue Appropriations		
Item No.	Batch ID No.	Reference No.	Item No.	Batch ID No.	Reference No.
1	AH080526A	BU26000600			

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS _____ DAY OF _____, 2026.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

By: _____
Deputy Clerk

BUDGET AMENDMENT RESOLUTION NO. B-26-106 INFRASTRUCTURE SALES TAX
AGENDA DATE: SEPTEMBER 1, 2026

- 1) District:
Department: FINANCIAL MANAGEMENT
Fund: INFRASTRUCTURE - TRANSPORTATION CAPITAL PROJECTS
Fund: INFRASTRUCTURE - PARKS & COMMUNITY FACILITIES CAPITAL PROJECTS
Description: Transfers \$2,007,353 from reserves in the Infrastructure - Parks and Community Facilities Capital Projects fund to the Infrastructure - Transportation Capital Projects fund to partially repay an interfund loan in the Parks and Community Facilities category.

This action has no monetary increase/decrease to the Infrastructure Sales Tax Project and Equipment List. This action does not change the category percentages and does not add or remove a project from the list.

This budget amendment adjusts the FY26-30 CIP.

Batch ID: AH080526A

Reference: BU26000600

Updates to the Infrastructure Sales Tax Project and Equipment list:

Adds \$19,685 to the Infrastructure Sales Tax Project and Equipment List in the Canal Road from US 301 to 17th Street East - Segment 1 project to adjust budgeted expenditures and align with the FY26-30 Adopted CIP as approved by the Board of County Commissioners on September 22, 2025.

Original budget amendment: B-26-078/1, Batch ID: MC042426A, and Reference: BU26000428 on June 2, 2026.

This action increases the Infrastructure Sales Tax Project and Equipment List by \$19,685. This action does not change the category percentages and does not add or remove a project from the list.

GENERAL FUND AND UNINCORPORATED MSTU FUND BOARD'S RESERVES FOR CONTINGENCY ARE NOT AFFECTED BY THIS BUDGET AMENDMENT. THE BALANCE OF THE FY2026 GENERAL FUND BOARD'S RESERVE IS \$325,000 AND IN THE UNINCORPORATED MSTU FUND BOARD'S RESERVE IS \$500,000.

RESOLUTION B-26-105
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2026

Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current
WHEREAS, fiscal year as follows:

Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund
a) correspondingly increased, provided the total appropriations of the fund are not changed.

Appropriations from reserves may be made to increase the appropriation for any particular expense in the
b) same fund, or to create an appropriation in the fund for any lawful purpose.

Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated
for their intended purpose, and may be transferred between funds to properly account for the unanticipated
c) revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida
that the 2025-2026 budget is hereby amended in accordance with FS 129.06 as described on the attached
summary and specified in the budget adjustment batch files which are listed below:

Transfer of Funds

Item No.	Batch ID No.	Reference No.
3	MC8042026A	BU26000595
5	MK070726A	BU26000549
6	BJA82026A	BU26000619

Unanticipated Revenue Appropriations

Item No.	Batch ID No.	Reference No.
1	CW73126A	BU26000593
2	CC080526A	BU26000603
4	MD080526A	BU26000599

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS _____ DAY OF
_____, 2026.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

By: _____
Deputy Clerk

BUDGET AMENDMENT RESOLUTION NO. B-26-105
AGENDA DATE: SEPTEMBER 1, 2026

- 1) District(s): 5
Department: SPORTS & LEISURE SERVICES
Fund: LIBRARY GIFT
Description: Appropriates \$8,879 of contributed revenue in the Library Gift fund from the Friends of the Lakewood Ranch Library to the SLS Library Gift account key to support early literacy technology at the Lakewood Ranch Library.

This donation was accepted by Administration on July 29, 2026.

Batch ID: CW73126A

Reference: BU26000593

- 2) District(s): 5
Department: FINANCIAL MANAGEMENT
Department: UTILITY OPERATIONS
Fund: UTILITIES SUBORDINATE REVENUE NOTE, 2026
Description: Appropriates \$110,000,000 loan proceeds from the issuance of the County's Public Utilities Subordinate Revenue Note, Series 2026. Loan proceeds will be used for the project listed below in the amount \$56,401,000 as adopted in the FY26-30 CIP and approved by the Board of County Commissioners on September 22, 2025.

The remaining loan proceeds in the amount of \$53,425,000 will be placed in reserves for projects already earmarked in the adopted FY26-30 CIP and \$174,000 for the cost of issuance (COI). The 2026 Line of Credit will mature on October 1, 2031, with monthly interest payments calculated at a variable rate. The resolution authorizing the issuance of the Public Utilities Subordinate Revenue Note, Series 2026 was presented for approval to the Board with the Note agreement and Resolution R-26-083 on June 16, 2026, with recommendation from the Financial Advisor and Bond Counsel with a closing date of August 6, 2026.

This request is part of the second draw of the Utilities Subordinate Revenue Note, Series 2026 line of credit to be drawdown after approval of the Board.

<u>Project Number</u>	<u>Project Description</u>	<u>Amount</u>
6106080	Southeast Regional Water Reclamation Facility (SERWRF) Capacity Improvements - Phases A & B	\$ 56,401,000
Total		\$ 56,401,000

This budget amendment adjusts the FY26-30 CIP.

Batch ID: CC080526A

Reference: BU26000603

- 3) District(s): Multi-district
Department: PROPERTY MANAGEMENT
Department: SPORTS & LEISURE SERVICES
Fund: GENERAL FUND
Fund: BLDG CAP PROJECTS FUND
Description: Transfers \$16,038 to reserves in the Building Capital Projects fund to align budgeted revenues and expenditures with actuals to close the Washington Park Improvement FY22/23 project.

Also, transfers \$16,038 from reserves in the Building Capital Projects fund to reserves for contingency in the General fund.

This budget amendment adjusts the FY26-30 CIP.

Batch ID: MC8042026A

Reference: BU26000595

- 4) District(s): 1,2,3,4,5
Department: FINANCIAL MANAGEMENT
Fund: NORTHEAST DISTRICT TRANSPORTATION IMPACT FEE 2025
Fund: NORTHWEST DISTRICT TRANSPORTATION IMPACT FEE 2025
Fund: SOUTHEAST DISTRICT TRANSPORTATION IMPACT FEE 2025
Fund: SOUTHWEST DISTRICT TRANSPORTATION IMPACT FEE 2025
Fund: LIBRARY IMPACT FEE 2025
Fund: PARKS AND NATURAL RESOURCES IMPACT FEE 2025
Fund: LAW ENFORCEMENT IMPACT FEE 2025
Fund: PUBLIC SAFETY IMPACT FEE 2025
Description: Appropriates \$23,479,150 of impact fee revenue received to align revenues associated with impact fee funds currently subject to litigation and will be budgeted but not expended until the litigation is resolved and the funds are legally available for use as follows:

<u>Fund Number</u>	<u>Fund Description</u>	<u>Amount</u>
125	Northeast District Transportation Impact Fee 2025	\$ 7,340,000
126	Northwest District Transportation Impact Fee 2025	4,225,000
127	Southeast District Transportation Impact Fee 2025	5,730,000
128	Southwest District Transportation Impact Fee 2025	1,205,000
129	Library Impact Fee 2025	145,800
130	Parks and Natural Resources Impact Fee 2025	4,223,000
131	Law Enforcement Impact Fee 2025	543,000
132	Public Safety Impact Fee 2025	67,350
TOTAL		\$ 23,479,150

This budget amendment adjusts the FY26-30 CIP.

Batch ID: MD080526A

Reference: BU26000599

BUDGET AMENDMENT RESOLUTION NO. B-26-105
 AGENDA DATE: SEPTEMBER 1, 2026

- 5) District(s): 1
 Department: PROPERTY MANAGEMENT
 Fund: PARRISH TIF
 Description: Transfers \$558,100 from reserves in the Parrish TIF fund to the Parrish TIF Grounds Maintenance account key for the projects listed below.

<u>Description</u>	<u>Amount</u>
Parrish Fort Hamer - Roundabout Landscape Improvement	\$ 75,000
Community Garden	175,000
Veteran Banners, Signal Box Wraps, with Hardware and Installation	80,000
Welcome Signs	100,000
Welcome Signs Installation	100,000
Fawley Bryant Architecture - Placemaking Services	28,100
TOTAL \$	558,100

Also, transfers \$6,500 from reserves in the Parrish TIF fund to the Government Relations Economic Development Parrish TIF Administration Services account key to fund the electrical box wrapping located within the Parrish TIF as well as the associated yearly state fee.

This budget amendment is a new FY26 request.

Batch ID: MK070726A

Reference: BU26000549

- 6) District(s): Countywide
 Department: FINANCIAL MANAGEMENT
 Fund: VARIOUS FUNDS
 Description: Deappropriates \$4,315,496 of Indirect Cost revenue in the General fund to correct previously overbudgeted amounts and bring the account keys listed below into alignment with the FY26 Annual Indirect Cost Plan.

<u>Description</u>	<u>Amount</u>
SLS - Central Library	\$ (137,985)
Administration - Leisure Svcs	(157,538)
Dev Svcs - Impact Fee Admin	(7,585)
Dev Svcs - Administration	(90,234)
Water and Sewer - Administration	(2,862,233)
Water and Sewer - Overhead Costs	(119,310)
Transit	(354,451)
Transit - Paratransit	(151,908)
Stormwater Operations PMD	(121,865)
Solid Waste Customer Service	(177,336)
Landfill Operations	(67,266)
Port Administration	(56,292)
MPO - FTA PL Tech AssistFY24-26	(11,493)
Total \$	(4,315,496)

Also, transfers \$119,310 from reserves in the Water and Sewer Operating fund to the Water and Sewer - Overhead Costs account key to align budget with actual overhead costs.

Batch ID: BJA82026A

Reference: BU26000619

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RESOLUTION B-26-106
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2026

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

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- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

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Item No.	Batch ID No.	Reference No.	Item No.	Batch ID No.	Reference No.
1	AH080526A	BU26000600			

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS _____ DAY OF _____, 2026.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

By: _____
Deputy Clerk

BUDGET AMENDMENT RESOLUTION NO. B-26-106 INFRASTRUCTURE SALES TAX
AGENDA DATE: SEPTEMBER 1, 2026

- 1) District:
Department: FINANCIAL MANAGEMENT
Fund: INFRASTRUCTURE - TRANSPORTATION CAPITAL PROJECTS
Fund: INFRASTRUCTURE - PARKS & COMMUNITY FACILITIES CAPITAL PROJECTS
Description: Transfers \$2,007,353 from reserves in the Infrastructure - Parks and Community Facilities Capital Projects fund to the Infrastructure - Transportation Capital Projects fund to repay interfund loans in full in the Parks and Community Facilities category.

This action has no monetary increase/decrease to the Infrastructure Sales Tax Project and Equipment List. This action does not change the category percentages and does not add or remove a project from the list.

This budget amendment adjusts the FY26-30 CIP.

Batch ID: AH080526A

Reference: BU26000600

Updates to the Infrastructures Sales Tax Project and Equipment list:

Adds \$19,685 to the Infrastructure Sales Tax Project and Equipment List in the Canal Road from US 301 to 17th Street East - Segment 1 project to adjust budgeted expenditures and align with the FY26-30 Adopted CIP as approved by the Board of County Commissioners on September 22, 2025.

Original budget amendment: B-26-078/1, Batch ID: MC042426A, and Reference: BU26000428 on June 2, 2026.

This action increases the Infrastructure Sales Tax Project and Equipment List by \$19,685. This action does not change the category percentages and does not add or remove a project from the list.

GENERAL FUND AND UNINCORPORATED MSTU FUND BOARD'S RESERVES FOR CONTINGENCY ARE NOT AFFECTED BY THIS BUDGET AMENDMENT. THE BALANCE OF THE FY2026 GENERAL FUND BOARD'S RESERVE IS \$325,000 AND IN THE UNINCORPORATED MSTU FUND BOARD'S RESERVE IS \$500,000.



September 1, 2026 - Regular Meeting

Subject

Execution of Lease Agreement between Manatee County and SPCA Property Co, LLC, for the property located at 5516 21st Avenue West, Bradenton, Florida 34209, Peter Morrow, Property Acquisition Division Manager - District 3

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Peter Morrow, Property Acquisition Division Manager, Property Management Department, Extension 6913

Claudia Ruiz, Senior Real Property Specialist, Property Acquisition Division, Property Management Department, Extension 6288

Action Requested

- Execution of Lease Agreement between Manatee County and SPCA Property Co, LLC.

Enabling/Regulating Authority

- Chapter 125 of the Florida Statutes, County Government

Applicable Advisory Board

N/A

Background Discussion

- Manatee County staff has been working with SPCA Property Co, LLC, a Florida limited liability company, concerning entering into a lease agreement at 5516 21st Avenue West, Bradenton, Florida 34209, to be utilized for the operation of a community cat center, including, but not limited to, overflow capacity and other animal adoption-related services.
- The term of the lease shall commence on the Effective Date and remain in effect for a period of ten (10) years, unless earlier terminated or extended by mutual written agreement of the parties for one additional ten (10) year term.
- The County shall also retain the right to terminate the lease, at its sole discretion, by providing written notice to the Lessor no fewer than one hundred twenty (120) days prior to the intended termination date.
- On May 12, 2026, a site visit was conducted with members of the County's Construction Services Division and Energy and Building Division to inspect the condition of the property.

Based on the site visit inspection, the team did not identify any major deficiencies or evidence of deferred maintenance.

- The County shall be responsible for all maintenance and repairs of the property and facilities, including all interior and exterior building components, roofs, HVAC systems, electrical systems, and plumbing systems serving the facilities. In addition, the County shall be responsible for all landscaping and exterior maintenance of driveways, sidewalks, and parking areas.
- Manatee County proposes to lease the Property in "as-is" condition for the total cost of \$1.00 for the term of the lease.

Attorney Review

Formal Written Review (Opinion memo must be attached) Soto

Instructions to Board Records

Please ensure that the Chairperson signs page 13 of the Lease Agreement.

Please return the executed original Lease Agreement ~~and Resolution~~ to Claudia Ruiz, Property Management Department, 9000 Town Center Parkway, Lakewood Ranch, Florida 34202.

Please email a copy of the approved agenda to the following:

- Claudia Ruiz at claudia.ruiz@mymanatee.org
- Peter Morrow at peter.morrow@mymanatee.org
- Michelle Wehrle at michelle.wehrle@mymanatee.org
- Brandon Bennett at brandon.bennett@mymanatee.org
- Sarah Brown at sarah.brown@mymanatee.org

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



Public Comment

Manatee County Government

Submitted On:

Aug 31, 2026, 01:14AM EDT

Full Name	First Name: Martha Last Name: Jacobs
Email	mjorders@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Consent Agenda Item #25
Comment	I am writing in regards to the 9/1/26 BOCC meeting Consent Agenda Item #25 Execution of Lease Agreement between Manatee County and SPCA Property Co LLC. I request this Item be pulled from the Consent Agenda for Discussion. Given the disastrous situation that has occurred with the trailer kennels for the dogs, I feel it is important to question the county's plans on the property for cats. Nowhere in the Supporting Documents does it discuss or even mention the county's plan for how, when and where the cats will be housed. Nor is there any mention of the cost to taxpayers for whatever the county plans to do with the section of the property being leased. The annual lease amount is certainly reasonable but nothing is free and as I hope everyone has learned, you get what you pay for. Please reassure the public as to the plans for this section of the property and that a lesson has been learned when it comes to trying to pull a bait and switch as was done with the prefab trailers. Thank you



September 1, 2026 - Regular Meeting

Subject

Adoption of Resolution R-26-110, accepting a State Grant Award from the State of Florida, Division of Emergency Management, for the Emergency Management Preparedness and Assistance (EMPA) Grant Agreement FY 26/27; and the Adoption of Budget Amendment Resolution B-26-098, Joel Richmond, Deputy Chief of Emergency Management - Countywide

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Joel Richmond, Deputy Chief of Emergency Management, 941-749-3500 x 1672

Action Requested

- Adopt Resolution R-26-110, accepting a state grant award from the State of Florida, Division of Emergency Management, for the period of July 1, 2026, through June 30, 2027, in the amount of \$105,806,
- Authorizing the Chairman, or in their absence the Vice Chairman, to execute all related documents; and
- Adoption of Budget Amendment B-26-098.

Enabling/Regulating Authority

- FAC, Chapter 9G-19, Base Grant Funding to Assist County Emergency Management Agencies and Competitive Grant Funding.
- C.F.R. 200, Uniform Administrative Requirements for Federal Grants
- Florida Statute, 252.371, Emergency Management, Preparedness and Assistance Trust Fund.
- Florida Statute, 252.373, Emergency Management, Preparedness and Assistance Trust Fund: Allocations of funds; rules.

Applicable Advisory Board

N/A

Background Discussion

- This is an annual, non-match State grant. The Emergency Management, Preparedness and Assistance Trust Fund was established by the 1993 Florida Legislature to assist local

Emergency Management agencies and programs with funds made available through the \$2.00 surcharges on homeowners' insurance policies and \$4.00 for business policies.

- This is the thirty-third year funding has been provided.
- EMPA funds will be utilized to support the Emergency Management program.
- The scope of work to be accomplished includes updating the Comprehensive Emergency Management Plan, supporting emergency management training classes, development and execution of an annual EOC exercise, and public outreach presentations on emergency management subjects.

Attorney Review

Not Reviewed (Utilizes exact document or procedure approved within the last 24 months)

Instructions to Board Records

Please email copy of signed grant agreement and copies of signed resolutions R-26-110 and B-26-098 to Candace Kelly, Emergency Management at candy.kelly@mymanatee.org

Please email a copy of Budget Resolution B-26-098 to budget@mymanatee.org.

Cost and Funds Source Account Number and Name

\$105,806 1739001858 Emergency Management Preparedness & Assistance (EMPA)
Trust Fund

Amount and Frequency of Recurring Costs

N/A



September 1, 2026 - Regular Meeting

Subject

Adoption Resolution R-26-087, authorizing the Chairperson or designee to sign the Federal Fiscal Year (FFY) 2026 annual Federal Transit Administration (FTA) Certifications and Assurances, Benita Zarr, Interim Transit Division - Countywide

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Benita Zarr, Interim Transit Division Manager, benita.zarr@mymanatee.org, (941) 747-8621 x7426

Chad Butzow, Public Works Director, Chad.Butzow@mymanatee.org, (941) 708-7450 x7476

Action Requested

1. Adopt Resolution R-26-087, authorizing the Chairperson or designee to sign the Federal Fiscal Year (FFY) 2026 annual Federal Transit Administration (FTA) Certifications and Assurances; and
2. Authorizing the Public Works Department Director or designee to electronically transmit the updated FFY 2026 Certifications and Assurances to the FTA.
3. Authorize the County Administrator and County Attorney, or his or her designee, respectively, to execute a letter designating signature of authority for FTA assistance and awards in substantial conformity to the attached as may be required by FTA.

Enabling/Regulating Authority

Pursuant to 49 U.S.C. 5323(n), Resolution R-25-118

Applicable Advisory Board

N/A

Background Discussion

- As a continuing recipient of Federal Transit Administration (FTA) funds, Manatee County is required to annually update the Certifications and Assurances documentation in order to maintain eligibility for FTA grant funding. This includes the FTA Section 5307 and 5339 formula funding, and the FTA Section 5310 discretionary funding, which is administered by

the Florida Department of Transportation (FDOT). These are very important FTA funding programs that support public transportation service delivery in the community.

- On an annual basis, the FTA Section 5307/5339 formula funding provides approximately \$5.8 million to Manatee County for capital and operating assistance, including funding for preventive maintenance expenses that support daily operations for the Transit and Paratransit/Handy Bus Fleet.

- On December 2, 2025, the Manatee County Board of County Commissioners (BOCC) adopted Resolution R-25-001 authorizing the submittal of operating assistance grant applications to the FDOT for State Fiscal Year (SFY) 2025 FTA Section 5310 Program funding; and these applications will soon undergo review by FDOT. Manatee County cannot receive this FTA funding without updating the annual Certifications and Assurances. In fact, before the FTA may award a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement, certain FTA Certifications and Assurances are required.

- Each FTA grant applicant's Authorized Representative must sign all Certifications and Assurances to support FTA grant application submittals in Federal Fiscal Year (FFY) 2026.

- Recipients applying for federal assistance under any of FTA's formula or discretionary programs are required to submit their annual Certifications and Assurances within 90 days from the date they are made available.

- The County's Purchasing Official has verified that the County's procurement system complies with the federal requirements stated in the 2026 Certifications.

- Staff is not aware of any legislation or litigation pending or imminent that might adversely affect the validity of the certifications and assurances or the performance of the County's FTA assisted award.

- Staff recommends approval of the 2026 Certifications as proposed.

Attorney Review

Formal Written Review (Opinion memo must be attached) D'Agostino

- ~~• The County Attorney is required to provide affirmation that the Manatee County Board of County Commissioners (BOCC) has authority under state, local, or tribal government law, as applicable, to comply with the FTA requirement to provide updated Certifications and Assurances on an annual basis.~~

- ~~• Each FTA Recipient with an active FTA Grant Project or recent FTA Grant Award must provide an "Affirmation of Applicant's Attorney" pertaining to the applicant's (i.e. Manatee County's) legal capacity.~~

- ~~• These are not new FTA requirements, and the County Attorney's Office is familiar with the annual submission process for the Certifications and Assurances.~~

Instructions to Board Records

Please see only BLUE INK is used to sign the 2026 Certifications and return one (1) signed copy of the 2026 Certification of Assurances to Vivian Matos, Grants Administrator, vivian.matos@mymanatee.org x6904

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



08/27/2026

RE: DESIGNATED SIGNATURE OF AUTHORITY FOR FTA ASSISTANCE AWARDS

MANATEE COUNTY GOVERNMENT (GRANTEE: MANATEE COUNTY AREA TRANSIT) hereby designates ASHLEY SCHNITKER, GRANTS DIVISION MANAGER, as authorized to access the Federal Transit Administration's (FTA) Electronic Application/Award Management System, also referred to as the Transit Award Management System (TrAMS), and use a Personal Identification Numbers (PIN) to execute the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), to transmit and submit all applications to FTA for Federal assistance (or amendments thereafter), and to execute all awards of FTA assistance on behalf of the officials named below, thus binding the Applicant/Recipient's compliance with FTA's requirements.

Charlie Bishop
County Administrator, Manatee County Government

Date

Pamela J. D'Agostino
County Attorney, Manatee County Government

Date

VACANT
District 1

AMANDA
BALLARD
District 2

TAL
SIDDIQUE
District 3

MIKE
RAHN
District 4

DR. BOB
MCCANN
District 5

JASON
BEARDEN
At Large

GEORGE W.
KRUSE
At Large

ORDINANCE NO. 26-40

AN ORDINANCE OF MANATEE COUNTY, FLORIDA, RELATING TO THE ACQUISITION, PROTECTION AND MANAGEMENT OF ENVIRONMENTAL LANDS; AMENDING THE FOLLOWING SECTIONS OF CHAPTER 2-25 PLANNING AND DEVELOPMENT, ARTICLE IV ACQUISITION, PROTECTION, AND MANAGEMENT OF ENVIRONMENTAL LANDS, MANATEE COUNTY CODE OF ORDINANCES, MODIFYING SECTION 2-25-55 BY AMENDING MEMBERSHIP ELIGIBILITY, NUMBER OF SEATS AND TERMS OF THE ENVIRONMENTAL LANDS MANAGEMENT AND ACQUISITION COMMITTEE; AMENDING SECTION 2-25-56 BY UPDATING REFERENCES TO STATE DEPARTMENTS; AMENDING SECTION 2-25-57 BY UPDATING PROCEDURE FOR SETTING PRIORITIES, REFLECTING EXISTING ENVIRONMENTAL LANDS PROGRAM BUSINESS PRACTICE; AMENDING SECTIONS 2-25-51, 2-25-54, 2-25-55, 2-25-56, 2-25-57, 2-25-60 AND 2-25-61, CORRECTING TERMS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners of Manatee County (the Board) to provide parks, preserves, recreation areas and other recreation and cultural facilities for the citizens of Manatee County; and

WHEREAS, Chapter 2-25, Planning and Development, Article IV Acquisition, Protection, and Management of Environmental Lands, Section 2-25-55 of the Manatee County Code of Ordinances ("Code") describes the purposes and duties of the environmental lands management and acquisition committee ("ELMAC"); and

WHEREAS, the Board finds that amending various provisions of Chapter 2-25, Planning and Development, Article IV Acquisition, Protection, and Management of Environmental Lands of the Code is in the best interest of the County, its citizens and taxpayers and will serve to protect the public's health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the Board:

Section 1. Chapter 2-25, Planning and Development, Article IV, Acquisition, Protection and Management of Environmental Lands of the Code is hereby amended as set forth in the attached Exhibit "A" to this Ordinance in underlined/strikethrough format where underlined means text is added and ~~strikethrough~~ means text is deleted.

Section 2. Pursuant to Section 125.68(1), Florida Statutes, the publisher of the Code, CivicPlus, shall codify the substantive amendments to the Code contained in Section 1 of this Ordinance as provided herein, and shall not codify any other sections not designated for codification.

Section 3. If any section, subsection, sentence, clause, provision or word of this Ordinance is held invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of County Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. This Ordinance shall take effect immediately upon the filing of a certified copy of this Ordinance with the Secretary of State pursuant to Section 125.66, Florida Statutes.

DULY ADOPTED with a quorum present and voting this ____day of _____, 2026.

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT A

Sec. 2-25-54. Definitions.

* * *

Priority list: The list of environmental lands developed by the ELMAC advisory committee with the assistance of county staff as confirmed or revised by the ~~board~~ Board of ~~county~~ County ~~commissioners~~ Commissioners at a public meeting. This list will be comprised of the sites that meet the criteria established in this article and will comprise the sites that will be acquired by fee title or other property interest, or that will otherwise be the subject of protection and management activities pursuant to this article. The priority list shall be by groupings and need not include numerical rankings.

* * *

Sec. 2-25-55. Environmental Lands Oversight Committee.

(a) Creation of the environmental lands management and acquisition committee.

There is hereby established a voluntary advisory board, to be known as the environmental lands management and acquisition committee (ELMAC). Appointments of members of the committee shall be in the manner set forth herein. Notice of openings shall be published, and members shall be appointed by majority vote of the ~~board~~ Board pursuant to this article. Applicants for committee membership shall follow the procedures set by the ~~board~~ Board regarding advisory board applications, and shall assure the ~~board~~ Board of the lack of conflicts and potential conflicts of interest. This committee is advisory only and may be abolished, disbanded or reorganized by amending this article.

(b) Purposes and duties of the environmental lands management and acquisition committee.

- (1) The general purpose of the environmental lands management and acquisition committee shall be to advise the ~~board~~ Board on matters related to environmental land acquisition and management, and passive recreational planning and programming for acquired lands. This article shall apply to lands previously acquired by the county that are explicitly designated as governed by this article by the ~~board~~ Board and to lands and property interests acquired after the adoption of this article whether from funds designated by the ~~board~~ Board or funds approved by voter referendum. This committee will provide a forum for multiple interests and user groups to express their wishes for management of county-owned lands and passive recreational facilities.

- (2) The specific duties of the environmental lands management and acquisition committee are those provided in this article and otherwise assigned by the ~~board~~ Board, and may also include:
- a. Identifying and evaluating lands meeting the criteria for acquisition and management as public passive recreation areas;
 - b. Developing a countywide inventory of environmental lands;
 - c. For purposes of acquisition, devising and updating the methodology by which a priority ranking may be assigned to the county's environmental lands;
 - d. Researching and evaluating additional potential acquisition funding mechanisms;
 - e. Assisting staff in developing management plans for lands that the county has acquired or is planning to acquire;
 - f. Assisting in efforts at the state level to secure sources of state funding for environmental lands purchases and planning;
 - g. Researching other jurisdictions' environmental lands acquisition and management programs;
 - h. Advising the ~~board~~ Board on the disposal of any county-owned environmental lands;
 - i. Evaluating lands under a priority ranking system utilizing the criteria in section 2-25-61 for which a priority ranking may be assigned to agricultural conservation easements; and
 - j. Performing other appropriate tasks that may be assigned by the ~~board~~ Board in the future.
- (3) Within the unincorporated area of the county, the committee shall also serve as the tree advisory committee. In such capacity, the duties of the committee shall be as follows:
- a. To develop a tree management program for the care of trees on property owned by the county;
 - b. To promote awareness of the county's tree canopy through educational programs;

- c. To review grant requirements and to prepare grant proposals for submittal by the county for the purpose of funding tree management programs; and
- d. To coordinate the county's observance of Arbor Day each year.

(c) Authority of the environmental lands management and acquisition committee.

- (1) The committee shall have the authority to elect officers from its membership to serve the needs of the committee. Officers elected by the committee will be a chairman and vice-chairman.
 - a. Chairman. The duties of the chairman will be to preside at all meetings and to see that the work is carried out in a constructive and businesslike manner. The chairman of the committee or his/her appointee will be the liaison to work closely with the county administrator or his/her designee. The chairman will appoint special committees where and when needed to work on any of the aforementioned duties, and will oversee the work of such subcommittee.
 - b. Vice-chairman. The vice-chairman will preside in the absence of the chairman and will be available to assist the chairman when requested.
- (2) Further, the committee shall have the authority to set the time and place for its meetings. The committee will meet on a schedule, and at a time and place to be determined by the committee. Meetings may be rescheduled or a special meeting called by the committee at any regular meeting. In addition, the chairman shall have the authority to call a special meeting. Upon a decision to cancel a meeting, committee members and the ~~board~~ Board shall be notified by phone if the decision is made less than seven (7) days prior to the scheduled meeting; otherwise, notification shall be by letter. Meetings will be advertised as to time and place. Each meeting will have a prepared agenda for distribution, and records will be kept. A majority of currently-appointed committee members will constitute a quorum for the conducting of committee business.
- (3) The committee will carry out its responsibilities in the most cost-effective manner. Expenses incurred by the committee or a member thereof, in pursuing its duties, may be paid directly or reimbursed by the ~~board~~ Board in accordance with applicable laws and policies established by the ~~board~~ Board, which shall require prior approval and administrative authorization before making any expenditures.

- (4) The committee shall report its findings and recommendations to the ~~board~~ Board, in open session, at least once annually. Said reports shall only be made by the chairman or vice-chairman of the committee, upon the advice of and consent of a majority of the committee.

(d) *Membership of the committee.*

- (1) The committee will be made up of ~~seventeen~~ fifteen (15) members. To the extent possible, members shall have expertise in ecology, conservation of natural resources, real estate or land acquisition business and land development, land planning, land management, or environmental education. An applicant shall submit evidence of his or her expertise in any of the above. The ~~board~~ Board shall appoint committee members from the following groups or with the following affiliations:

- a. A member from the Florida Engineering Society;
- b. A member ~~schooled~~ with a degree and/or certification in a natural science: ecology, biology, botany, etc.;
- c. A member with background or education in active passive outdoor sports and recreation;
- d. A member of a local environmental group;
- e. A member recommended by the Manatee Chamber of Commerce;
- f. ~~An employee of the Manatee County School Board;~~
- ~~f.g.~~ A member with background/education in banking, finance, or real estate;
- ~~g.h.~~ A member engaged in the agricultural business of farming, ranching or commercial horticulture;
- ~~h.i.~~ A member ~~who represents~~ recommended by Keep Manatee Beautiful, Inc.; and
- ~~i.j.~~ Seven (7) members who reside in Manatee County appointed by each individual commissioner. One member in District 1, one member in District 2, one member in District 3, one member in District 4, one member in District 5, and two (2) district wide members to be appointed by the two (2) at large commissioners.
- k. ~~One resident of Manatee County at large.~~

(2) All members shall be permanent residents of Manatee County as defined in Section 196.012, Florida Statutes.

(3) The county administrator or his/her designee is hereby assigned the responsibility of providing clerical and administrative support to the committee. The county attorney's office will be responsible for the legal needs of the committee, but only as specifically directed, from time to time, by the ~~board~~ Board.

(e) *Terms and eligibility requirements.*

(1) Terms of service on the committee will be for three (3) years, with reappointment at the discretion of the ~~board~~ Board, with the exception of members appointed by each individual commissioner for their district, whose terms shall expire with the appointing commissioner's term, or after three (3) years, whichever is sooner. If the three (3) year service term is set to expire within the same year as the commissioner's term expiration, the seat shall expire when the commissioner's term expires. Members must re-apply at the end of their term if they wish to be re-appointed. Members whose terms have expired may continue serving until the ~~board~~ Board selects a replacement. Initial appointments may be for one, two (2), or three (3) years to provide a balanced rotation of new members.

(2) A member missing three (3) consecutive meetings in a calendar year may be removed from the committee by the ~~board~~ Board upon the recommendation of a majority of the committee. The ~~board~~ Board may appoint a new member for the remainder of the term.

(3) Should any member of the committee be unable to complete his or her term of office, the ~~board~~ Board may appoint other(s) to complete the balance of the term of that position.

(4) A member appointed as a result of specific affiliation may continue, ~~in~~at the ~~board's~~ Board's discretion, to serve for the remainder of theat term even if the affiliation has changed.

(5) The terms of the chairman and vice-chairman shall be restricted to no more than two (2) consecutive two-year terms in those offices.

* * *

Sec. 2-25-56. Environmental lands acquisition, management and protection policies.

- (a) *Acquisition, management and protection.* The county will acquire, manage and protect environmental lands in a manner that is consistent with the goals and objectives set forth in this article and the policies of the Manatee County Comprehensive Plan.
- (b) *Priorities.* The county will restrict its acquisition, management and protection to property interests, whether previously or hereafter acquired, which have been evaluated utilizing the criteria specified and approved by the ~~board~~ Board for the priority list after review and recommendation by the ELMAC committee, and subject to a final determination by the ~~board~~ Board.
- (c) *Acquisition, management and protection methods.* The county will acquire environmental lands, or an interest therein, pursuant to this article only after obtaining voluntary approval of the landowner. Methods of acquisition of fee title or property interests will include, but not be limited to, conservation easements, tax incentives, compensation, transfer of development rights, exchanges, use reservations, acceptance of gifts of land, donations, and acquisition of property interests.
- (d) *Cooperation with other groups.* The county will work in a cooperative manner with, but not limited to, the following entities in the protection of environmental lands:
- (1) Private landowners.
 - (2) Municipalities.
 - (3) Private nonprofit organizations and land trusts.
 - (4) Florida Department of Environmental Protection.
 - (5) Southwest Florida Water Management District.
 - (6) Florida Fish and Wildlife Conservation Commission.
 - (7) ~~Department of Community Affairs.~~ Florida Department of Agriculture and Consumer Services.
 - (8) Appropriate federal, state and local agencies.
- (e) *Cooperation with profit and nonprofit groups.* The county will cooperate and consult with profit and nonprofit conservation organizations and trusts regarding purchase negotiations with willing sellers, environmental inventories and audits, matching funding, and procedures and processes for the acquisition and management of environmental lands. In no event shall this article, the authority granted hereunder, or the efforts of any such organization create an agency

relationship, express or implied, between the organization and the county. The county shall not be bound by any person or entity to approve or complete any transaction involving real property or real property interests, as a result of the negotiations or other acts of omissions of such organizations, unless and until approved by formal action of the ~~board~~ Board.

- (f) *Matching funding source*. When desirable matching fund opportunities exist, the county will follow and implement protection procedures for environmental lands in accordance with the State of Florida's Florida Forever program, ~~Save Our Rivers program~~, Rural and Family Lands Protection program, Florida Communities Trust program, and other matching fund programs to enhance opportunities for securing matching funding from these programs for protection of environmental lands.

Sec. 2-25-57. Environmental lands procedures for setting priorities.

- (a) *Procedure*. The county's procedure for listing and ranking sites on the protection priority list will be as follows:

- (1) *Site nominations*. County staff will assemble all available resources and identify sites nominated by the county staff and consultants, the ~~board~~ Board, ELMAC, other government organizations, private conservation organizations and the general public. There will be no ranking of the sites nominated; the sites will be listed randomly and not in order of importance. Sites may be nominated at any time.
- (2) *Eligibility*. County staff will review nominated sites, apply the selection criteria to determine eligibility and any applicable criteria that applies to the revenue sources in question. If initial review indicates the site is eligible, staff will contact the landowners to introduce the program and determine their willingness to participate in the program. If willing, a site visit will be scheduled to collect further information and a preliminary site report prepared. County staff will revise the eligible sites to include only those lands for which willing participants exist, thereby comprising the priority list. Owner participation may be withdrawn or initiated at any time until a legal agreement for protection has been fully executed.
- (3) *Priority groupings*. The ELMAC committee will review preliminary site reports for approval and develop priority groupings for county staff to move forward with the due diligence process for site acquisition.
- (4). *Contractual negotiation*. Due diligence, appraisals, and contractual negotiation for lands on the priority list will not begin until required funds are identified.

(45) *Work plan.* The ELMAC committee and county staff will develop a work plan for each site on the priority list. The work plan will include protection methods, strategy to achieve protection, funding sources and methods, land management strategies and costs, and public access. Some work plans may warrant a more thorough analysis for full consideration and prioritization than staff can provide. Staff shall seek ~~board~~ Board approval prior to hiring an outside contractor for site analysis. A request for consultant services will be made in the work plan.

(56) *Approval.* The work plan adopted by ELMAC will be presented by county staff to the ~~board~~ Board concurrent with the contract for sale and purchase of each site. The ~~board~~ Board may either accept, reject, or modify the work plans and contract.

(67) *Implementation.* Upon ~~board~~ Board approval, county staff will execute the purchase of the environmental lands and implement the work plans.

~~(7) *Contractual negotiation.* Due diligence, appraisals, and contractual negotiation for lands on the priority list will not begin until:~~

~~a. A work plan has been completed and approved by the board.~~

~~b. Required funds are identified.~~

(8) *Evaluation.* The ELMAC committee and county staff will review and update the priority list at least once annually. Owner willingness, partner and funding support, and conformance with the criteria will be the basis for changes to the list. Any changes to the list must be forwarded from the ELMAC committee to the ~~board~~ Board for consideration, except for deletions at the landowner's request, which will be deleted immediately by county staff.

* * *

Sec. 2-25-60. Persons authorized to negotiate, obligation to maintain confidentiality and public records law.

(a) The ~~board~~ Board shall, by majority vote, authorize the appropriate county staff member(s) to negotiate for the purchase, sale, or exchange of real property, or real property interests, on behalf of the county, pursuant to the terms of this article.

- (b) No member of the ~~board~~ Board, or ELMAC, shall directly negotiate for the purchase, sale, or exchange of real property, or real property interests, on behalf of the county, pursuant to the terms of this article, unless authorized to do so by a majority vote of the ~~board~~ Board.
- (c) No person or entity shall be authorized to negotiate on behalf of the county, or otherwise be directly involved in the purchase, sale or exchange of real property, or real property interests, pursuant to the terms of this article, if that person, entity, or a relative of that person has a financial interest in the transaction.
- (d) Except to the extent required under Section 119.07, Florida Statutes, as amended, no person acting on behalf of the county shall divulge information obtained in their official capacity with respect to any proposed purchase, sale or exchange of real property, or real property interests, pursuant to the terms of this article, for the purpose of giving the third party an unfair advantage. Nothing contained in this paragraph shall constitute a waiver by the county of its right to claim exemptions under Section 119.07, Florida Statutes, as amended. Furthermore, the provisions of Section 125.355, Florida Statutes, as amended, may be invoked by the county to maintain the confidentiality of appraisals, offers and counteroffers as allowed by that statute.
- (e) Persons acting on behalf of the county during the period of active negotiations for real property, or real property interests, pursuant to the terms of this article, shall provide a written statement verifying that neither they, the entity which they are employed by or otherwise represent, or a related person has a financial interest in the proposed transaction, and they acknowledge their agreement to maintain the confidentiality of information and documents as described in this article.
- (f) No contract or agreement negotiated pursuant to the terms of the ordinance for the purchase, sale, transfer or exchange of real property or real property interests shall be binding upon the county unless approved by a vote of the ~~board~~ Board in a public meeting.

Sec. 2-25-61. Conservation easements-agricultural lands.

- (a) [*Listing and ranking of sites for potential eligibility.*] The county's procedure for listing and ranking of sites for potential eligibility for the voluntary acquisition of conservation easements to preserve agricultural lands shall be consistent with the procedures set forth in section 2-25-57(a) with the addition of consideration of the following criteria:
 - (1) The quality of land for agricultural use, such as classifications of prime, unique, locally-important or state-wide important or other designation; and

- (2) Economic viability of the parcel, including agricultural on-site farm infrastructure and proximity to off-site farm infrastructure such as markets and adequate size for a bona fide agricultural operation; and
 - (3) Compatibility of surrounding uses or intended as a low-intensity/alternative agricultural operation; and
 - (4) Degree of development pressure on the parcel, including indicators such as proximity to the urban service boundary, zoning, residential development; and
 - (5) Proximity to other protected agricultural or environmental lands or wildlife corridors/greenways; and
 - (6) Additional benefits including, but not limited to, enhancement of wildlife habitat, air and water quality, hydrology, ground water recharge, preservation of historic and other cultural features and preservation of scenic qualities.
- (b) *Duties of the ~~director of conservation lands management~~ Department Director of Natural Resources.* The ~~director~~ Director of ~~conservation and lands management~~ Natural Resources, or designee, shall perform the following duties in regard to conservation easements for agricultural land:
- (1) Provide for the monitoring and maintenance of conservation easements for agricultural lands purchased by the county; and
 - (2) Promote, educate and encourage land owners to participate in the program established by this section; and
 - (3) Shall submit to the ~~board~~ Board of ~~county commissioners~~ an annual report based on all the activities carried out pursuant to the purchase of conservation easements for agricultural purposes. This report shall include, but is not limited to, a map indicating the location of agricultural lands in the county and location of the parcels from where development rights were purchased; total number of conservation easements and number of acres of each of the conservation easements in the agricultural lands throughout the county; number of land owner applications for the given year for the agricultural land purchase of development rights program.
 - (4) Provide any necessary assistance in the enforcement of conservation easements for agricultural lands. Conservation easements including those applicable to agricultural lands are enforceable by injunction or proceeding in equity or at law by ~~Manatee County~~ the county in accordance with applicable law including Section 704.06, Florida Statutes.

Secs. 2-25-62—2-25-79. Reserved.

ORDINANCE NO. 26-40

AN ORDINANCE OF MANATEE COUNTY, FLORIDA, RELATING TO THE ACQUISITION, PROTECTION AND MANAGEMENT OF ENVIRONMENTAL LANDS; AMENDING THE FOLLOWING SECTIONS OF CHAPTER 2-25 PLANNING AND DEVELOPMENT, ARTICLE IV ACQUISITION, PROTECTION, AND MANAGEMENT OF ENVIRONMENTAL LANDS, MANATEE COUNTY CODE OF ORDINANCES, MODIFYING SECTION 2-25-55 BY AMENDING MEMBERSHIP ELIGIBILITY, NUMBER OF SEATS AND TERMS OF THE ENVIRONMENTAL LANDS MANAGEMENT AND ACQUISITION COMMITTEE; AMENDING SECTION 2-25-56 BY UPDATING REFERENCES TO STATE DEPARTMENTS; AMENDING SECTION 2-25-57 BY UPDATING PROCEDURE FOR SETTING PRIORITIES, REFLECTING EXISTING ENVIRONMENTAL LANDS PROGRAM BUSINESS PRACTICE; AMENDING SECTIONS 2-25-51, 2-25-54, 2-25-55, 2-25-56, 2-25-57, 2-25-60 AND 2-25-61, CORRECTING TERMS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, Chapter 2-25, Planning and Development, Article IV Acquisition, Protection, and Management of Environmental Lands, Section 2-25-55 of the Manatee County Code of Ordinances ("Code") describes the purposes and duties of the environmental lands management and acquisition committee ("ELMAC"); and

WHEREAS, the Board finds that amending various provisions of Chapter 2-25, Planning and Development, Article IV Acquisition, Protection, and Management of Environmental Lands of the Code is in the best interest of the County, its citizens and taxpayers and will serve to protect the public's health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the Board:

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Section 4. This Ordinance shall take effect immediately upon the filing of a certified copy of this Ordinance with the Secretary of State pursuant to Section 125.66, Florida Statutes.

DULY ADOPTED with a quorum present and voting this ____day of _____, 2026.

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
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 - b. Vice-chairman. The vice-chairman will preside in the absence of the chairman and will be available to assist the chairman when requested.
- (2) Further, the committee shall have the authority to set the time and place for its meetings. The committee will meet on a schedule, and at a time and place to be determined by the committee. Meetings may be rescheduled or a special meeting called by the committee at any regular meeting. In addition, the chairman shall have the authority to call a special meeting. Upon a decision to cancel a meeting, committee members and the ~~board~~ Board shall be notified by phone if the decision is made less than seven (7) days prior to the scheduled meeting; otherwise, notification shall be by letter. Meetings will be advertised as to time and place. Each meeting will have a prepared agenda for distribution, and records will be kept. A majority of currently-appointed committee members will constitute a quorum for the conducting of committee business.
- (3) The committee will carry out its responsibilities in the most cost-effective manner. Expenses incurred by the committee or a member thereof, in pursuing its duties, may be paid directly or reimbursed by the ~~board~~ Board in accordance with applicable laws and policies established by the ~~board~~ Board, which shall require prior approval and administrative authorization before making any expenditures.

- (4) The committee shall report its findings and recommendations to the ~~board~~ Board, in open session, at least once annually. Said reports shall only be made by the chairman or vice-chairman of the committee, upon the advice of and consent of a majority of the committee.

(d) *Membership of the committee.*

- (1) The committee will be made up of ~~seventeen~~ fifteen (15) members. To the extent possible, members shall have expertise in ecology, conservation of natural resources, real estate or land acquisition business and land development, land planning, land management, or environmental education. An applicant shall submit evidence of his or her expertise in any of the above. The ~~board~~ Board shall appoint committee members from the following groups or with the following affiliations:

- a. A member from the Florida Engineering Society;
- b. A member ~~schooled~~ with a degree and/or certification in a natural science: ecology, biology, botany, etc.;
- c. A member with background or education in active passive outdoor sports and recreation;
- d. A member of a local environmental group;
- e. A member recommended by the Manatee Chamber of Commerce;
- f. ~~An employee of the Manatee County School Board;~~

~~f.g.~~ A member with background/education in banking, finance, or real estate;

~~g.h.~~ A member ~~with background/education in banking, finance, or real estate~~ engaged in the agricultural business of farming, ranching or commercial horticulture;

~~h.i.~~ A member ~~who represents~~ recommended by Keep Manatee Beautiful, Inc.; and

~~i.j.~~ Seven (7) members who reside in Manatee County appointed by each individual commissioner. One member in District 1, one member in District 2, one member in District 3, one member in District 4, one member in District 5, and two (2) district wide members to be appointed by the two (2) at large commissioners.

~~k.~~ ~~One resident of Manatee County at large.~~

(2) All members shall be permanent residents of Manatee County as defined in Section 196.012, Florida Statutes.

(3) The county administrator or his/her designee is hereby assigned the responsibility of providing clerical and administrative support to the committee. The county attorney's office will be responsible for the legal needs of the committee, but only as specifically directed, from time to time, by the ~~board~~ Board.

(e) *Terms and eligibility requirements.*

(1) Terms of service on the committee will be for three (3) years, with reappointment at the discretion of the ~~board~~ Board, with the exception of members appointed by each individual commissioner for their district, whose terms shall expire with the appointing commissioner's term, or after three (3) years, whichever is sooner. If the three (3) year service term is set to expire within the same year as the commissioner's term expiration, the seat shall expire when the commissioner's term expires. Members must re-apply at the end of their term if they wish to be re-appointed. Members whose terms have expired may continue serving until the ~~board~~ Board selects a replacement. Initial appointments may be for one, two (2), or three (3) years to provide a balanced rotation of new members.

(2) A member missing three (3) consecutive meetings in a calendar year may be removed from the committee by the ~~board~~ Board upon the recommendation of a majority of the committee. The ~~board~~ Board may appoint a new member for the remainder of the term.

(3) Should any member of the committee be unable to complete his or her term of office, the ~~board~~ Board may appoint other(s) to complete the balance of the term of that position.

(4) A member appointed as a result of specific affiliation may continue, ~~in~~at the ~~board's~~ Board's discretion, to serve for the remainder of the~~at term even if the affiliation has changed.~~

(5) The terms of the chairman and vice-chairman shall be restricted to no more than two (2) consecutive two-year terms in those offices.

* * *

Sec. 2-25-56. Environmental lands acquisition, management and protection policies.

- (a) *Acquisition, management and protection.* The county will acquire, manage and protect environmental lands in a manner that is consistent with the goals and objectives set forth in this article and the policies of the Manatee County Comprehensive Plan.
- (b) *Priorities.* The county will restrict its acquisition, management and protection to property interests, whether previously or hereafter acquired, which have been evaluated utilizing the criteria specified and approved by the ~~board~~ Board for the priority list after review and recommendation by the ELMAC committee, and subject to a final determination by the ~~board~~ Board.
- (c) *Acquisition, management and protection methods.* The county will acquire environmental lands, or an interest therein, pursuant to this article only after obtaining voluntary approval of the landowner. Methods of acquisition of fee title or property interests will include, but not be limited to, conservation easements, tax incentives, compensation, transfer of development rights, exchanges, use reservations, acceptance of gifts of land, donations, and acquisition of property interests.
- (d) *Cooperation with other groups.* The county will work in a cooperative manner with, but not limited to, the following entities in the protection of environmental lands:
- (1) Private landowners.
 - (2) Municipalities.
 - (3) Private nonprofit organizations and land trusts.
 - (4) Florida Department of Environmental Protection.
 - (5) Southwest Florida Water Management District.
 - (6) Florida Fish and Wildlife Conservation Commission.
 - (7) ~~Department of Community Affairs.~~ Florida Department of Agriculture and Consumer Services.
 - (8) Appropriate federal, state and local agencies.
- (e) *Cooperation with profit and nonprofit groups.* The county will cooperate and consult with profit and nonprofit conservation organizations and trusts regarding purchase negotiations with willing sellers, environmental inventories and audits, matching funding, and procedures and processes for the acquisition and management of environmental lands. In no event shall this article, the authority granted hereunder, or the efforts of any such organization create an agency

relationship, express or implied, between the organization and the county. The county shall not be bound by any person or entity to approve or complete any transaction involving real property or real property interests, as a result of the negotiations or other acts of omissions of such organizations, unless and until approved by formal action of the ~~board~~ Board.

- (f) *Matching funding source*. When desirable matching fund opportunities exist, the county will follow and implement protection procedures for environmental lands in accordance with the State of Florida's Florida Forever program, ~~Save Our Rivers program~~, Rural and Family Lands Protection program, Florida Communities Trust program, and other matching fund programs to enhance opportunities for securing matching funding from these programs for protection of environmental lands.

Sec. 2-25-57. Environmental lands procedures for setting priorities.

- (a) *Procedure*. The county's procedure for listing and ranking sites on the protection priority list will be as follows:

- (1) *Site nominations*. County staff will assemble all available resources and identify sites nominated by the county staff and consultants, the ~~board~~ Board, ELMAC, other government organizations, private conservation organizations and the general public. There will be no ranking of the sites nominated; the sites will be listed randomly and not in order of importance. Sites may be nominated at any time.
- (2) *Eligibility*. County staff will review nominated sites, apply the selection criteria to determine eligibility and any applicable criteria that applies to the revenue sources in question. If initial review indicates the site is eligible, staff will contact the landowners to introduce the program and determine their willingness to participate in the program. If willing, a site visit will be scheduled to collect further information and a preliminary site report prepared. County staff will revise the eligible sites to include only those lands for which willing participants exist, thereby comprising the priority list. Owner participation may be withdrawn or initiated at any time until a legal agreement for protection has been fully executed.
- (3) *Priority groupings*. The ELMAC committee will review preliminary site reports for approval and develop priority groupings for county staff to move forward with the due diligence process for site acquisition.
- (4). *Contractual negotiation*. Due diligence, appraisals, and contractual negotiation for lands on the priority list will not begin until required funds are identified.

(45) *Work plan.* The ELMAC committee and county staff will develop a work plan for each site on the priority list. The work plan will include protection methods, strategy to achieve protection, funding sources and methods, land management strategies and costs, and public access. Some work plans may warrant a more thorough analysis for full consideration and prioritization than staff can provide. Staff shall seek ~~board~~ Board approval prior to hiring an outside contractor for site analysis. A request for consultant services will be made in the work plan.

(56) *Approval.* The work plan adopted by ELMAC will be presented by county staff to the ~~board~~ Board concurrent with the contract for sale and purchase of each site. The ~~board~~ Board may either accept, reject, or modify the work plans and contract.

(67) *Implementation.* Upon ~~board~~ Board approval, county staff will execute the purchase of the environmental lands and implement the work plans.

~~(7) *Contractual negotiation.* Due diligence, appraisals, and contractual negotiation for lands on the priority list will not begin until:~~

~~a. A work plan has been completed and approved by the board.~~

~~b. Required funds are identified.~~

(8) *Evaluation.* The ELMAC committee and county staff will review and update the priority list at least once annually. Owner willingness, partner and funding support, and conformance with the criteria will be the basis for changes to the list. Any changes to the list must be forwarded from the ELMAC committee to the ~~board~~ Board for consideration, except for deletions at the landowner's request, which will be deleted immediately by county staff.

* * *

Sec. 2-25-60. Persons authorized to negotiate, obligation to maintain confidentiality and public records law.

(a) The ~~board~~ Board shall, by majority vote, authorize the appropriate county staff member(s) to negotiate for the purchase, sale, or exchange of real property, or real property interests, on behalf of the county, pursuant to the terms of this article.

- (b) No member of the ~~board~~ Board, or ELMAC, shall directly negotiate for the purchase, sale, or exchange of real property, or real property interests, on behalf of the county, pursuant to the terms of this article, unless authorized to do so by a majority vote of the ~~board~~ Board.
- (c) No person or entity shall be authorized to negotiate on behalf of the county, or otherwise be directly involved in the purchase, sale or exchange of real property, or real property interests, pursuant to the terms of this article, if that person, entity, or a relative of that person has a financial interest in the transaction.
- (d) Except to the extent required under Section 119.07, Florida Statutes, as amended, no person acting on behalf of the county shall divulge information obtained in their official capacity with respect to any proposed purchase, sale or exchange of real property, or real property interests, pursuant to the terms of this article, for the purpose of giving the third party an unfair advantage. Nothing contained in this paragraph shall constitute a waiver by the county of its right to claim exemptions under Section 119.07, Florida Statutes, as amended. Furthermore, the provisions of Section 125.355, Florida Statutes, as amended, may be invoked by the county to maintain the confidentiality of appraisals, offers and counteroffers as allowed by that statute.
- (e) Persons acting on behalf of the county during the period of active negotiations for real property, or real property interests, pursuant to the terms of this article, shall provide a written statement verifying that neither they, the entity which they are employed by or otherwise represent, or a related person has a financial interest in the proposed transaction, and they acknowledge their agreement to maintain the confidentiality of information and documents as described in this article.
- (f) No contract or agreement negotiated pursuant to the terms of the ordinance for the purchase, sale, transfer or exchange of real property or real property interests shall be binding upon the county unless approved by a vote of the ~~board~~ Board in a public meeting.

Sec. 2-25-61. Conservation easements-agricultural lands.

- (a) [*Listing and ranking of sites for potential eligibility.*] The county's procedure for listing and ranking of sites for potential eligibility for the voluntary acquisition of conservation easements to preserve agricultural lands shall be consistent with the procedures set forth in section 2-25-57(a) with the addition of consideration of the following criteria:
 - (1) The quality of land for agricultural use, such as classifications of prime, unique, locally-important or state-wide important or other designation; and

- (2) Economic viability of the parcel, including agricultural on-site farm infrastructure and proximity to off-site farm infrastructure such as markets and adequate size for a bona fide agricultural operation; and
 - (3) Compatibility of surrounding uses or intended as a low-intensity/alternative agricultural operation; and
 - (4) Degree of development pressure on the parcel, including indicators such as proximity to the urban service boundary, zoning, residential development; and
 - (5) Proximity to other protected agricultural or environmental lands or wildlife corridors/greenways; and
 - (6) Additional benefits including, but not limited to, enhancement of wildlife habitat, air and water quality, hydrology, ground water recharge, preservation of historic and other cultural features and preservation of scenic qualities.
- (b) *Duties of the ~~director of conservation lands management~~ Department Director of Natural Resources.* The ~~director~~ Director of ~~conservation and lands management~~ Natural Resources, or designee, shall perform the following duties in regard to conservation easements for agricultural land:
- (1) Provide for the monitoring and maintenance of conservation easements for agricultural lands purchased by the county; and
 - (2) Promote, educate and encourage land owners to participate in the program established by this section; and
 - (3) Shall submit to the ~~board~~ Board of ~~county commissioners~~ an annual report based on all the activities carried out pursuant to the purchase of conservation easements for agricultural purposes. This report shall include, but is not limited to, a map indicating the location of agricultural lands in the county and location of the parcels from where development rights were purchased; total number of conservation easements and number of acres of each of the conservation easements in the agricultural lands throughout the county; number of land owner applications for the given year for the agricultural land purchase of development rights program.
 - (4) Provide any necessary assistance in the enforcement of conservation easements for agricultural lands. Conservation easements including those applicable to agricultural lands are enforceable by injunction or proceeding in equity or at law by ~~Manatee County~~ the county in accordance with applicable law including Section 704.06, Florida Statutes.

Secs. 2-25-62—2-25-79. Reserved.

Strategic public sector executive and former Fortune 100 leader with deep experience in large-scale organizational change management. Proven track record leading large teams, shaping public policy, and driving cross-sector initiatives with measurable impact. Known for delivering results, aligning strategy with execution, and bringing a global perspective to local challenges. I am energized by using innovation, data, and strong relationships to help teams work better for the people they serve.

WORK EXPERIENCE

Manatee County Government

Jan 2025 - Present

Interim Deputy County Administrator

April 2026-present

- Lead Departments for Government Relations, Public Safety, Development Services, Community and Veterans Services, reporting to the County Administrator.

Director, Government Relations, Bradenton, Florida

January 2025-April 2026

- Led a newly centralized Government Relations Department of 100+ staff across six divisions, integrating legislative affairs, grants, communications, economic development, public records, 311, and process improvement to strengthen countywide strategy and service delivery.
- Advised Board of County Commissioners on federal and state legislative strategy, advancing priorities that support economic growth, infrastructure investment, and community resilience.
- Provided executive oversight of \$600M+ in grant funding, strengthening compliance, coordination, and strategic allocation to maximize community impact.
- Directed development of economic incentives and public-private agreements that support business attraction, retention, and expansion.
- Lead the County's first comprehensive Strategic Plan, aligning policy, operations, and community priorities around measurable long-term goals.
- Oversee enterprise communications, branding, and digital engagement, strengthening transparency, public trust, and consistent messaging across the organization.

Florida Senate

Nov 2024 - Jan 2025

Senior Legislative Aide, Office of Senator Joe Gruters, District 22 (Sarasota/Manatee)

- Appointed during a leadership transition to support legislative strategy, stakeholder engagement, and policy research for District 22.
- Served as a liaison among constituents, community leaders, and local government

Playtri Sarasota Bike Shop & Triathlon Store

Sep 2023 - Present

Business Owner, Sarasota, Florida

- Provide strategic leadership for a \$1.5M bike shop and triathlon store serving over 6,000 customers.
- Achieved a 150% year-over-year revenue increase and grew profitability by 50%
- Strengthen community engagement by aligning product offerings and services with local needs, enhancing customer satisfaction and fostering repeat business.
- Partner with local clubs, community associations, government officials, and nonprofit organizations to promote fitness initiatives, strengthen brand recognition, and reinforce public-private collaboration.

Apple

June 2009 - June 2023

Locations: Remote Office, Florida, Cupertino, Austin, Beijing, London, Hong Kong, Washington DC Metro

Change Management Leader, Apple Communications & Engagement

Oct 2020 - June 2023

Global Program Manager, Internal Mobility, Talent Strategy

June 2017 - Oct 2020

Global Program Manager, New Apple Retail Store Design

April 2016 - June 2017

Apple Recruiting Manager, Remote - USA, Mexico, Brazil

June 2015 - April 2016

Senior Manager, Apple Retail Atlanta, Georgia

Oct 2014 - June 2015

People Leader, Apple Retail London, United Kingdom

Sep 2013 - Oct 2014

Senior Manager, Apple Retail Beijing, China & Hong Kong

April 2012 - Sep 2013

Business Manager, Shanghai, Beijing, China
Business Manager, Apple Retail Washington D.C.

Dec 2010 - April 2012
Jun 2009 - Dec 2010

- Held multiple leadership roles across retail and corporate organizations in the U.S., China, Hong Kong and UK, leading teams up to 350 employees and overseeing operations exceeding \$200M in revenue.
- Promoted 9 times in 14 years, selected repeatedly for first-of-their-kind roles at Apple, building new programs, teams, and operating models in high-ambiguity environments.
- Led global change management initiatives impacting a 200,000-person workforce across 45 countries.
- Selected to build and lead global programs, including internal mobility initiatives resulting in 2,000 employee transfers, new store change management, and workforce planning.
- Partnered with 27 senior executives on talent strategy, recruiting, and organizational transformation.
- Selected and Graduated from Apple University Leadership Development (High Growth Talent Indicator).
- Appointed as a brand ambassador supporting Apple's expansion in Greater China, developing high-performing retail business teams and reinforcing operational and cultural standards.

International Culinary Center
Assistant Chef, New York, New York

Jan 2009 - June 2009

Cvent, Inc.
Senior Account Executive, Account Executive, Mclean, Virginia

May 2006 - June 2008

EDUCATION

University of Virginia, *Bachelor of Arts, Government & American Politics*

Charlottesville, Virginia

International Culinary Center, Grand Diplome in Classical Culinary Arts
University of Alabama, Certificate, PMI Project Management

New York City, New York
Huntsville, Alabama

COMMUNITY

Leadership Manatee	2025 - 2026
Lorraine Lakes HOA Board Member	2025 - present
Bradenton Area Economic Development Corporation, Board Member	2025
Sarasota Manatee Bicycle Club, Board Member	2024 - 2026
Sarasota Storm Triathlon Club	2023 - present
VI Cycling Club	2023 - present
FundHerTri, Board Member	2024 - present
USA Triathlon	2021 - present
Business Network International (BNI), Member	2024 - 2025
Financial Peace University Facilitator, Building Church	2019 - 2021

CORE COMPETENCIES

Large Team Leadership, Public Private Partnerships, Government Relations, Stakeholder Engagement,
Organizational Transformation, Policy Strategy, Strategic Communications, Consensus Building,
Economic Development, Change Management, Tech Strategy, Executive Advising

LANGUAGES

English, Mandarin, Swedish, Spanish

HOBBIES & PERSONAL INTERESTS

Triathlons, Running, Cycling, Piano, Cooking & Gastronomy, German Shepherd Training



September 1, 2026 - Regular Meeting

Subject

Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; ~~and~~ Adoption of Budget Amendment Resolution B-26-109, and [Adoption of Resolution R-26-122](#), Aimee Johnson, Economic Development Division Manager - District 5

Category

REGULAR

Briefings

All

Contact and/or Presenter Information

Aimee Johnson, Economic Development Division Manager

Action Requested

Provide direction and Approval for staff to proceed with the proposed privately financed treatment facility at the Lena Road Landfill; and
Adoption of Budget Resolution B-26-109 amending the annual budget for Manatee County, FL, for fiscal year 2026; and
[Adoption of Resolution R-26-122 authorizing leasing a portion of County property to Chemical Injection Partners Florida, LLC, a Florida limited liability company d/b/a CIP Solutions](#)

Enabling/Regulating Authority

[Chapter 125.35, Florida Statutes; Chapter 2-2, Article XII – Disposition of Surplus Lands](#)N/A

Applicable Advisory Board

N/A

Background Discussion

The proposed privately financed treatment facility at the Lena Road Landfill would reduce leachate impacts, expand reclaimed water capacity, improve PFAS readiness, and support long-term infrastructure resilience. The private partner would finance, construct, operate, and maintain the facility, with the County purchasing treatment services or treated water. Procurement has completed the requisition process. Board approval is requested to proceed.

Attorney Review

Other (Requires explanation in field below) Waterman

On July 23, 2026, in response to RLS No. 25/26-0369, the County Attorney's Office (CAO) advised that the agreement submitted for review was not legally sufficient and recommended that staff carefully review the RLS response memorandum (attached), the comments and redlined edits in the agreement, intelligently update the agreement, and resubmit to the CAO for legal review.

Staff has declined to follow the CAO's request that the documents be resubmitted for additional legal review prior to presenting same to the Board for consideration. The CAO has not opined as to the legal sufficiency of the proposed documents and the County's Risk Manager has not approved the insurance provisions contained within the proposed agreement.

Instructions to Board Records

Aimee Johnson; Stephanie Garrison

Cost and Funds Source Account Number and Name

Solid Waste Utility

Amount and Frequency of Recurring Costs

\$4.2-\$4.5M, Annually

RESOLUTION NO. R-26-122

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, DECLARING CERTAIN COUNTY REAL PROPERTY AS SURPLUS AND AUTHORIZING LEASING COUNTY PROPERTY TO CHEMICAL INJECTION PARTNERS FLORIDA, LLC, A FLORIDA LIMITED LIABILITY COMPANY D/B/A CIP SOLUTIONS PURSUANT TO SECTION 125.35, FLORIDA STATUTES

WHEREAS, Manatee County, a political subdivision of the State of Florida, (County) holds title and possession to certain real property depicted in **Exhibit A** (hereinafter the Property), attached hereto and by this reference incorporated herein); and

WHEREAS, Chemical Injection Partners Florida, LLC, a Florida limited liability company d/b/a CIP Solutions (CIP), is a provider of specialized wastewater treatment support services and has requested the County lease the Property for the purpose of establishing facilities and equipment necessary to support proposed wastewater treatment activities, including the handling and processing of landfill leachate and biosolids filtrate; and

WHEREAS, Section 125.35, Florida Statutes, and Article XII of Chapter 2-2 of the County's Code of Ordinances (Code) provides that the Board of County Commissioners of Manatee County, Florida (Board) is authorized to lease real property owned by the County when such property is not needed for County purposes, provided the Board is satisfied that such property is required for its intended use; and

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

1. The recitals set forth above are hereby adopted as findings of this Board and are incorporated herein by reference.
2. The Property is not needed for public purpose.
3. The Board hereby declares the Property as surplus.
4. The Board determined that it is in the best interest of the County, its citizens, the taxpayers and the community to lease the Property.
5. The Board hereby, pursuant to Section 125.35, Florida Statutes, authorizes and approves leasing the Property to CIP in accordance with the terms and conditions of Schedule

1 – Lease and Access Agreement of the Performance Contract for SEWRF Wastewater Treatment Services, Including Landfill Leachate and Biosolids Filtrate (Performance Contract), attached hereto as **Exhibit B** and incorporated herein by this reference.

6. The Chairperson or Vice Chairperson of the Board is hereby authorized to execute the Performance Contract on behalf of the County.

7. The provisions of this Resolution shall supersede the provisions of any other rule, policy, or Resolution that conflicts with and cannot be reconciled with the provisions of this Resolution.

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

9. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED with a quorum present and voting this 1st day of September, 2026.

**BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA**

By: _____
Chairperson

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

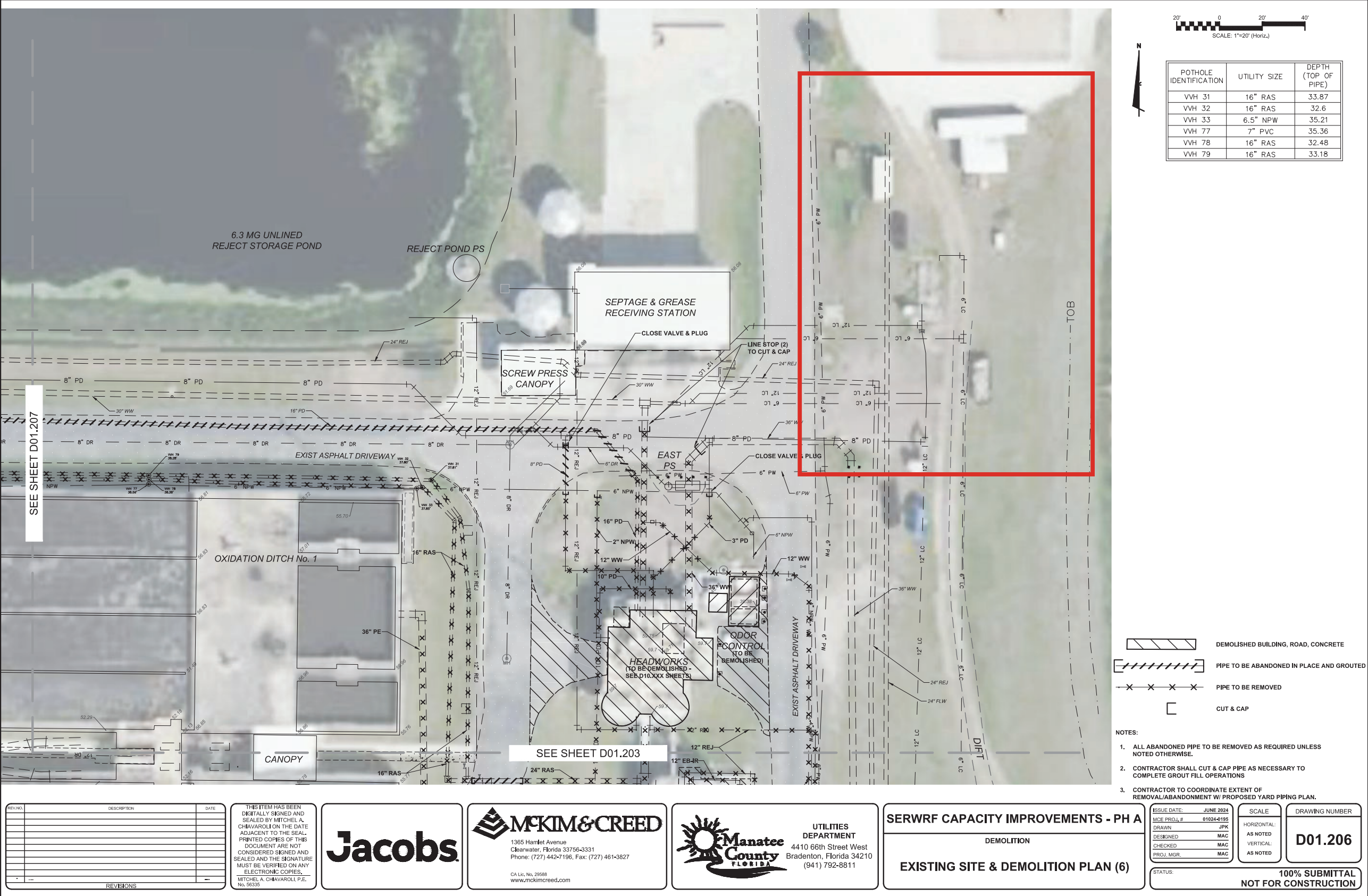
By: _____
Deputy Clerk

Exhibit A

Project Site

The following page represent the Project Site, which sits within the Landfill (Parcel #567110051 in Exhibit A).

The Project Site is defined by the outlined red box on the following page.



**PERFORMANCE CONTRACT
FOR
SEWRF WASTEWATER TREATMENT SERVICES, INCLUDING LANDFILL
LEACHATE AND BIOSOLIDS FILTRATE**

**By and Between
Chemical Injection Partners Florida, LLC d/b/a CIP Solutions**

and

Manatee County

_____, 2026

**PERFORMANCE CONTRACT
FOR
SEWRF WASTEWATER TREATMENT SERVICES, INCLUDING LANDFILL
LEACHATE AND BIOSOLIDS FILTRATE**

This **PERFORMANCE CONTRACT FOR SEWRF WASTEWATER TREATMENT SERVICES, INCLUDING LANDFILL LEACHATE AND BIOSOLIDS FILTRATE** ("Performance Contract") is made by and between MANATEE COUNTY, a political subdivision of the State of Florida ("County"), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and CHEMICAL INJECTION PARTNERS FLORIDA, LLC, a Florida limited liability company d/b/a CIP Solutions ("CIP Solutions") with offices located at 6230 University Parkway, Suite 201, Lakewood Ranch, Florida 34240. County and CIP Solutions are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the County owns and operates the Lena Road Landfill and the Southeast Water Reclamation Facility located at 3333 Lena Road, Bradenton, FL 34211 ("SEWRF"), which is a wastewater treatment plant that generates Landfill Leachate and Biosolids Filtrate (all defined below);

WHEREAS, CIP Solutions has conducted a pilot study for a scalable, energy-efficient, treatment-media-based wastewater treatment system to process and treat Landfill Leachate and Biosolids Filtrate (the "Pilot");

WHEREAS, CIP Solutions and the County desire to enter into this Performance Contract to expand the scope of the Pilot into the Project (as defined below);

WHEREAS, the Project serves a valid public purpose by providing a scalable, energy-efficient, treatment-media-based wastewater treatment system to process Landfill Leachate and Biosolids Filtrate;

WHEREAS, the Board has determined that it is in the best interest of the County to enter into this Performance Contract, that CIP Solutions is the highest and best bidder for the Project, and the Project is the highest and best use of the Project Site (as defined below); and

WHEREAS, the Parties acknowledge that CIP Solutions is making a substantial, Project-specific capital investment in reliance upon the County's commitments under this Performance Contract, including the Minimum Volume Commitment and the full Initial

Term, and that CIP Solutions' ability to recover that investment depends on performance of those commitments;

WHEREAS, the Parties wish to enter into this Performance Contract whereby CIP Solutions will design, permit, construct and operate the Project and the County will compensate CIP Solutions for the treatment of Landfill Leachate and Biosolids Filtrate, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. **CONTRACT DOCUMENTS.** The Recitals set forth above are incorporated by reference. In addition to the terms and conditions of this Performance Contract, the following Exhibits and Schedules are incorporated into, and shall be deemed an integral part of, this Performance Contract; provided, however, that, for the avoidance of doubt, Schedule 1, the Lease and Access Agreement, shall be a stand-alone agreement. The two agreements are interdependent: a default under either is a default under both, neither may be terminated without the other, and CIP Solutions' obligations under the Lease are subject to the County's payment and other obligations under this Performance Contract.

Exhibit 1 – Anti-Human Trafficking Affidavit

Exhibit 2 – Foreign Countries of Concern Affidavit

Exhibit 3 – Scope of Work

Exhibit 4 – Insurance Requirements

Schedule 1 – Lease and Access Agreement

Exhibit A – Landfill

Exhibit B – Project Site

Exhibit C-1 – Access Easement Area

Exhibit C-2 – Pipeline Easement Area

Exhibit C-3 – Electric Easement Area

Exhibit D – Anti-Human Trafficking Affidavit

Exhibit E – Foreign Countries of Concern Affidavit

Terms and definitions not otherwise defined in this Performance Contract shall have the meaning ascribed to such terms in the Exhibits and Schedules referenced herein. In the event of any conflicting or cumulative rights and responsibilities between the Schedules and this Performance Contract, this Performance Contract shall take precedence and govern with respect to payment, the Minimum Volume Commitment, Termination Compensation, treatment-performance obligations, and all other commercial rights and responsibilities of the Parties.

2. DEFINITIONS. Each of the following initially capitalized terms as used herein shall have the following meanings:

“Access Easement Area” means the nonexclusive easements on, over, across, and through that portion of the Landfill more particularly described on Exhibit C-1 of Schedule 1 for pedestrian and vehicular ingress, egress, and access by means of the existing roadway thereon.

“Applicable Law” means all applicable federal, state, and local laws, rules, regulations, and permits in effect at the time of determination, including common law and Environmental Law. References to “Applicable Law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

“Biosolids Filtrate” means filtrate wastewater produced by or associated with the County’s biosolids dewatering or drying operations, whether generated at SEWRF, the Landfill, or another County facility, and delivered or made available by or on behalf of the County to the Project for treatment.

“Board” means the Board of County Commissioners of Manatee County, Florida.

“Business Day” means any day that is not a Saturday, Sunday, or holiday in the State of Florida.

“Commercial Operations Date” means the date on which a water sample is collected that, upon laboratory analysis, establishes that the Project has treated SEWRF Wastewater to the Minimum Treatment Standard, as further described in Section 2.14 of Exhibit 3.

“Connection Point” means the interconnection between the LCS and the Project.

“Contract Documents” mean this Performance Contract, its Schedules, and its Exhibits referenced herein and attached to or incorporated into this Performance Contract.

“Contractor Personnel” means CIP Solutions and its agents, contractors, subcontractors of any tier, consultants, vendors and suppliers.

“Easement Areas” means, collectively, the Access Easement Area, the Pipeline Easement Area, and the Electric Easement Area.

"Effluent" means treated SEWRF Wastewater produced by the Project after treatment and measured at the designated system discharge sampling location for purposes of sampling, monitoring, laboratory testing, reporting, and verifying compliance with the Minimum Treatment Standard.

"Electric Easement Area" means that portion of the Landfill more particularly described on Exhibit C-3 of Schedule 1 for the purpose of installing, maintaining, and operating any equipment or facilities necessary (including overhead and/or underground electrical transmission and distribution lines) for County to procure electricity to serve the Project, which shall be reimbursed by CIP Solutions pursuant to Section 2.5 of Exhibit 3, Scope of Work.

"Effective Date" means the latest to occur of (a) execution of this Performance Contract by both Parties, (b) approval of this Performance Contract by the Board, and (c) the County's receipt of the affidavits required under Sections 32 and 33, in each case as evidenced by the date inserted on the signature page below.

"Environmental Law" means any applicable federal, state, or local law, statute, ordinance, code, rule, regulation, permit, license, approval, authorization, order, consent order, consent decree, directive, or other requirement of any Governmental Authority relating to pollution, protection of the environment, natural resources, public health or safety, worker exposure to Hazardous Substances, wastewater, reclaimed water, reuse water, stormwater, groundwater, surface water, drinking water, air emissions, wetlands, solid waste, biosolids, landfill operations, hazardous materials, hazardous substances, toxic substances, contaminants, pollutants, PFAS or other emerging contaminants, or the generation, use, storage, handling, treatment, transportation, disposal, discharge, release, reporting, investigation, remediation, or cleanup of any Hazardous Substance or other regulated material, including CERCLA, RCRA, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, FIFRA, EPCRA, and any applicable Florida environmental laws and regulations, including rules and requirements administered by FDEP and any applicable local environmental ordinances or permit conditions, in each case as amended and including any successor laws.

"Exhibits" means the exhibits attached to, incorporated into, or otherwise made a part of this Performance Contract, including the exhibits to any Schedule, as the same may be amended, supplemented, replaced, or otherwise modified in accordance with this Performance Contract.

"Force Majeure Event" means an extraordinary event or circumstance that is beyond the reasonable control of, and not caused by the fault, negligence, breach, financial

condition, lack of funds, failure to plan, failure to maintain, failure to obtain permits or approvals, failure to secure labor, materials, equipment, transportation, utilities, subcontractors, vendors, or supplies, or other act or omission of, the Party seeking relief, and that could not reasonably have been avoided or overcome through the exercise of reasonable diligence. Unless caused by an event that falls within the foregoing description, Force Majeure Events may include acts of God, declared states of emergency, hurricanes, tropical storms, floods, fires, earthquakes, explosions, war, terrorism, civil unrest, epidemics or pandemics, embargoes, or binding governmental orders that make performance impossible or illegal. Force Majeure Events shall not include changes in the quantity, availability, composition, or quality of Landfill Leachate, Biosolids Filtrate, SEWRF Wastewater, Effluent, groundwater, or other wastewater streams, except to the extent such change results from the County's delivery of SEWRF Wastewater materially exceeding the Minimum Influent Standard and such exceedance prevents the Project from achieving the Minimum Treatment Standard; ordinary course equipment failure; maintenance issues; labor disputes involving only the affected Party or its subcontractors; market conditions; price increases; inability to obtain financing; lack of appropriated funds; or any event that merely increases the cost or difficulty of performance. The affected Party's relief shall be limited to an extension of time for the period of actual delay directly caused by the Force Majeure Event, and only for the affected obligation.

"GAC" means granular activated carbon, a porous carbon-based treatment media used in the Project for polishing, adsorption, and removal or reduction of PFAS and other contaminants from SEWRF Wastewater or Effluent.

"Governmental Authority" means any federal, state, municipal, or local government entity, any court or judicial body, any regulatory or administrative body, any entity with the authority to act with the force of law, and any Person acting under color of the foregoing.

"Hazardous Substance" means, collectively, (a) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain polychlorinated biphenyls, (b) any chemicals or other materials or substances that are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "pollutants," or words of similar import under any Environmental Law, and (c) any other chemical or other material or substance, exposure to which is now or hereafter regulated under any Environmental Law.

“Landfill” means the Lena Road Landfill located at 3333 Lena Road, Bradenton, Florida 34211 and more fully described in Exhibit A of Schedule 1 (Lease and Access Agreement).

“Landfill Leachate” means the leachate wastewater collected from the LCS.

“Leachate Collection System” or “LCS” means the Landfill Leachate collection and control system at the Landfill, including extraction wells, above- and below-grade pipelines and headers, monitoring equipment, and other extraction-related equipment installed for the purpose of recovering Landfill Leachate from the Landfill and transporting it to a Connection Point, in each case upstream of the Connection Point and as expanded or modified from time to time.

“Lease and Access Agreement” or “Lease” or “Schedule 1” means the Lease and Access Agreement attached as Schedule 1, together with its supporting Exhibits.

“Minimum Influent Standard” means the influent quality parameters, concentration limits, and ranges applicable to SEWRF Wastewater delivered by or on behalf of the County to the Project at the designated influent connection point, as set forth in Section 2.2 of Exhibit 3, Scope of Work. SEWRF Wastewater shall be evaluated for compliance with the Minimum Influent Standard based on representative influent sampling at such point and in accordance with the sampling and testing requirements of this Performance Contract and Exhibit 3. A temporary, isolated, or non-material exceedance of any influent parameter shall not, by itself, constitute a County default, relieve CIP Solutions of any obligation, or reduce any credit toward the Minimum Volume Commitment, except to the extent expressly provided in this Performance Contract, including CIP Solutions' payment and rejection rights set forth in Section 2.2 of Exhibit 3.

“Minimum Volume Commitment” or “MVC” shall have the meaning set forth in Section 4.b.

“MVC Year” means (i) for the first MVC Year, the period commencing on the first day of the calendar month following the Commercial Operations Date and ending one year thereafter, and (ii) each subsequent 1-year period thereafter.

“Minimum Treatment Standard” means the standard for treated SEWRF Wastewater produced by the Project, as more particularly described in Exhibit 3, Scope of Work.

“Permit” means, with respect to a Party, any permit, license, approval, authorization, consent, certificate, registration, notice, or similar governmental authorization issued, granted, required, or accepted by any Governmental Authority and required for that

Party's performance under this Performance Contract or the Lease and Access Agreement.

"Person" means any individual, entity, or Governmental Authority.

"Pipeline Easement Area" means that portion of the Landfill more particularly described on Exhibit C-2 of Schedule 1 for the purpose of laying, constructing, maintaining, operating, renewing, altering, improving, protecting, repairing, replacing, and removing any pipeline(s), together with all necessary equipment and appurtenances thereto, for the transportation of SEWRF Wastewater to the Project and for the transportation of treated SEWRF Wastewater from the Project to the County's Wastewater Treatment System.

"Project" means the treatment system and related infrastructure, together with all related design, engineering, permitting, installation, construction, implementation, commissioning, operation, maintenance, modification, replacement, removal, and related services, for processing and treating SEWRF Wastewater and transmitting treated SEWRF Wastewater to the County's Wastewater Treatment System, all as more particularly described in Exhibit 3, Scope of Work, and as performed pursuant to this Performance Contract and the Lease and Access Agreement.

"Project Site" means the portion of the Landfill that Manatee County will be leasing to CIP Solutions pursuant to the Lease and Access Agreement, and more fully described in Exhibit B of Schedule 1.

"Scope of Work" means the description of the Project attached hereto and incorporated herein by reference as Exhibit 3.

"Schedules" means the schedules attached to, incorporated into, or otherwise made a part of this Performance Contract, including Schedule 1, as the same may be amended, supplemented, replaced, or otherwise modified in accordance with this Performance Contract.

"SEWRF Wastewater" means untreated Landfill Leachate and Biosolids Filtrate, individually or together as a combined influent stream, that is delivered or made available by or on behalf of the County to the Project for treatment. For purposes of treatment-performance obligations, SEWRF Wastewater shall be evaluated against the Minimum Influent Standard as provided in this Performance Contract and Exhibit 3; provided, however, that a temporary, isolated, or non-material exceedance of the Minimum Influent Standard shall not cause such delivered or available wastewater to be excluded from SEWRF Wastewater or reduce credit toward the Minimum Volume Commitment unless expressly provided in this Performance Contract.

“TOP Assay” means Total Oxidizable Precursor Assay, a laboratory analytical procedure used to estimate the concentration of PFAS precursor compounds that may oxidize into measurable per- and polyfluoroalkyl substances.

“Wastewater Treatment System” means the County’s wastewater collection, transmission, treatment, reclaimed water, reuse, disposal, and related wastewater-management facilities, infrastructure, systems, and operations owned, maintained, operated, or controlled by the County, including SEWRF, the Landfill-related wastewater facilities, reclaim and reuse ponds, interconnections, pipelines, appurtenances, and related facilities, pursuant to Florida Statute 125.01, Chapters 2-16 and 2-31 of the County’s Code of Ordinances, and other Applicable Law.

3. **PURPOSE.** In accordance with the terms and conditions set forth herein and, in the Lease, and Access Agreement:
 - a. County leases to CIP Solutions the Project Site and grants to CIP Solutions nonexclusive easements on, over, across, and through the Easement Areas.
 - b. CIP Solutions shall (a) develop, construct, install, operate, maintain, modify, replace, and/or remove the Project and related infrastructure, including with respect to treating, processing, metering, storing, or otherwise utilizing SEWRF Wastewater; and (b) undertake all other activities and uses reasonably related thereto and reasonably related to its performance of this Performance Contract.
 - c. CIP Solutions shall be responsible for obtaining necessary building Permits for the Project. CIP Solutions shall have no responsibility for obtaining Permit modifications or other regulatory approvals for the County’s use, reuse, discharge, disposal, redirecting, or other management of SEWRF Wastewater once treated to the Minimum Treatment Standard and delivered to the County; provided, however, that CIP Solutions shall provide the reasonable technical support, sampling data, commissioning reports, performance demonstration reports, and other documentation expressly required under Exhibit 3 in connection with such Permit modifications, regulatory approvals, notices, certifications, or other submittals. The handling of treated SEWRF Wastewater by the County, once treated to the Minimum Treatment Standard and delivered to the County, or any redirecting or reuse of such treated SEWRF Wastewater, shall be the sole responsibility of, at the sole risk of, the County.
 - d. The Project shall be developed and operated as more particularly described in Exhibit 3, Scope of Work.

- e. The County shall be responsible for providing the County deliverables and other services specified in Exhibit 3, Scope of Work.

4. CONSIDERATION AND PAYMENT.

- a. Commencing on the first day of the initial MVC Year, the County shall pay CIP Solutions monthly for the volume of SEWRF Wastewater treated during the prior calendar month; provided, however, that the first monthly payment shall also include payment for any SEWRF Wastewater treated during the calendar month in which the Commercial Operations Date occurs. Payments shall be calculated at the following annual rates:
 - i. SEVEN CENTS (\$0.07) per gallon for the first seventy-two million (72,000,000) gallons.
 - ii. SIX CENTS (\$0.06) per gallon for any SEWRF Wastewater treated in excess of seventy-two million (72,000,000) gallons.

The foregoing rates shall be applied on an annual basis to the total SEWRF Wastewater treated in each MVC Year. Each monthly invoice shall be due and payable within forty-five (45) days after the County's receipt of the invoice.

- b. CIP Solutions is making a substantial capital investment to design, construct and operate the Project, which it intends to recoup through the payments made by the County pursuant to this Performance Contract. Accordingly, during each MVC Year throughout the Initial Term, the County shall make available for treatment by the Project a minimum volume of sixty million (60,000,000) gallons per MVC Year of SEWRF Wastewater, subject to the terms of this Performance Contract (the "Minimum Volume Commitment" or "MVC"). The County may satisfy the MVC on an annual basis for each MVC Year during the Initial Term. For purposes of determining compliance with the MVC, all SEWRF Wastewater delivered or made available by or on behalf of the County to the Project during the applicable MVC Year shall be credited toward the MVC, whether or not CIP Solutions actually treats such volume, except to the extent such volume is not treated solely because of the County's uncured material breach of an express obligation under this Performance Contract. A temporary, isolated, or non-material exceedance of the Minimum Influent Standard shall not reduce MVC credit, constitute a County default, or give rise to any shortfall payment. CIP Solutions shall receive payment for, and MVC credit for, out-of-spec wastewater as provided in Section 2.2 of Exhibit 3. If, at the conclusion of an MVC Year, the County has failed to make available the MVC for any reason other than (i) Force Majeure, (ii) non-appropriation as provided in the Availability of

Funding provision, (iii) a prohibition imposed by Applicable Law or a Governmental Authority that is not the result of the County's own act or omission, or (iv) CIP Solutions' uncured material breach,, then the County shall compensate CIP Solutions for the resulting shortfall, if any, at the same rate applicable to treated SEWRF Wastewater pursuant to Subsection 4.a.ii. No MVC shortfall, payment adjustment, credit reduction, or other relief shall apply based on influent quality unless expressly provided in this Performance Contract or agreed in a written amendment approved by the County. In addition, and notwithstanding anything to the contrary in this Performance Contract or the Lease and Access Agreement, any volume of SEWRF Wastewater that the County fails to deliver or make available, or that CIP Solutions is prevented from treating, as a result of any County action, restriction, suspension, rerouting, access limitation, or operational decision taken under the County's reserved rights (whether or not constituting a breach), other than (i) a documented Emergency Condition of limited duration, (ii) Force Majeure, or (iii) an act or omission required by Applicable Law, shall be credited toward the Minimum Volume Commitment for the applicable MVC Year.

- c. Termination Compensation. If this Performance Contract or the Lease and Access Agreement is terminated before the end of the Initial Term for any reason other than CIP Solutions' uncured Event of Default, including termination due to non-appropriation, termination for convenience by the County, condemnation, or casualty, the County shall pay to CIP Solutions a termination payment equal to CIP Solutions' unrecovered, Project-specific capital investment as of the effective date of termination, less amounts previously recovered through payments hereunder. Such termination payment shall be subject to annual appropriation; provided that the County shall include the applicable termination payment amount in its budget request for the then-current fiscal year, and the County's obligation to pay any portion so appropriated shall survive termination. Nothing in this Section shall be construed to create a debt or multi-year obligation of the County within the meaning of Section 21 or applicable Florida law.

5. TERM.

- a. The term of this Performance Contract shall commence on the Effective Date. The period beginning on the first day of the initial MVC Year and continuing for five (5) consecutive MVC Years thereafter shall be the "Initial Term." At the expiration of the Initial Term, and subject to the County making sufficient annual appropriations, this Performance Contract may be renewed for successive five-year renewal terms, with each renewal term corresponding to the next MVC Year after the then-current term expires

(each, a “Renewal Term”), only upon the written approval of the County, acting through the Board or other duly authorized County representative, and CIP Solutions before the applicable renewal date. The Parties shall have no obligation to renew this Performance Contract, and failure to approve or execute a Renewal Term shall not constitute a default or breach by either Party.

- b. Other than in the case of a termination for default pursuant to Section 8, neither Party shall have the right to terminate this Performance Contract during the Initial Term or any Renewal Term. Any such termination shall be subject to the Termination Compensation provisions of Section 4.c.

6. COUNTY FINANCING; TREATMENT; TAXES.

- a. The Parties acknowledge and agree that neither Party is making any representation or warranty to the other Party with respect to matters not expressly addressed in this Performance Contract, including, without limitation, such other Party’s compliance with Applicable Law, procurement rules or regulations, internal approvals, legal, tax, accounting, financing, or credit rating agency treatment relating to this Performance Contract or the Lease and Access Agreement, or the necessity of such other Party to raise taxes, obtain appropriations, secure financing, or seek additional funding for any purpose.
- b. Each Party shall be responsible, at its own cost and expense, for complying with all Applicable Law related to such Party’s execution, delivery, and performance of this Performance Contract and the Lease and Access Agreement, including, without limitation, any approvals, authorizations, procurement requirements, legal, accounting, engineering, financing, tax, or other reviews required or obtained by such Party in connection therewith; provided, however, that the County shall remain solely responsible for complying with all Applicable Law applicable to public procurement, performance contracting, annual appropriations, and any approvals or actions required of the County, the Board, or any other County body or official.

7. LIMITATION OF LIABILITY.

- a. Except for payment obligations expressly due and payable under this Performance Contract, the Termination Compensation payable under Section 4.c, express indemnity obligations, confidentiality obligations, public records obligations, statutory compliance obligations, equitable or injunctive relief, fraud, intentional misrepresentation, intentional misconduct, willful misconduct, criminal conduct, knowing violations of law, liabilities that cannot be waived or limited under Applicable Law, and any obligations that

expressly survive termination, neither Party shall be liable to the other Party for any special, punitive, remote, consequential, indirect, incidental, exemplary, speculative, future, loss of profits or revenue, loss of use, or similar damages of any nature, regardless of how characterized or whether a Party has been advised of the possibility of such damages, arising in any manner from this Performance Contract, whether in contract, tort, statute, equity, or otherwise.

- b. The waivers and limitations set forth in this Section are fundamental elements of the basis for this Performance Contract, and each Party acknowledges that it would not have entered into this Performance Contract in the absence of such waivers and limitations; provided, however, that nothing in this Section shall limit the County's rights, defenses, immunities, annual appropriation limitations, or protections under Applicable Law, including Section 768.28, Florida Statutes.
- c. Notwithstanding anything to the contrary, unless otherwise expressly set forth, County understands and agrees that: (a) County shall have no recourse against any persons with ownership interests in CIP Solutions, and County's sole recourse shall be against the assets of CIP Solutions; (b) no claim shall be made against any participants in CIP Solutions in connection with this Performance Contract; (c) County shall have no right to require any capital contribution from any participants in CIP Solutions; and (d) this provision is made expressly for the benefit of the participants in CIP Solutions. Notwithstanding the foregoing, the limitations set forth in this Section shall not limit or impair any claim, remedy, or recovery arising from fraud, intentional misrepresentation, intentional misconduct, willful misconduct, criminal conduct, or knowing violation of law by CIP Solutions or any participant in CIP Solutions; any equitable remedy or injunctive relief available under Applicable Law; any express indemnity, confidentiality, payment, insurance, public records, statutory compliance, or surviving obligation under this Performance Contract; or any liability that cannot be waived or limited under Applicable Law.

8. DEFAULT AND REMEDIES.

- a. **Events of Default.** An "Event of Default" hereunder means a Party's failure to perform, or breach of, any term, provision, condition, covenant, warranty, representation, or promise herein which (unless another period is specified herein or in the Lease and Access Agreement with respect to the cure of such failure or breach) continues beyond the date that is thirty (30) days from the date the defaulting Party receives written notice of such failure or breach ("Notice of Default") from the non-defaulting Party. If an Event of Default cannot reasonably be cured within such period or cannot be cured with the payment of money, such period will be extended as reasonably necessary, but not more than ninety (90) days from the date the defaulting

Party receives the relevant Notice of Default, to permit such cure if the defaulting Party is actively pursuing such cure.

- b. Remedies.** Each Party agrees that, in the event of an uncured Event of Default, the other Party may suffer irreparable injury for which money damages alone may be an inadequate remedy, such that the non-defaulting Party may seek all remedies available at law or in equity, including specific performance and injunctive relief, without posting a bond, except to the extent a bond is required by Applicable Law or court order. Notwithstanding the foregoing, any equitable relief, specific performance, injunctive relief, or other remedy sought or awarded against the County shall remain subject to the County's annual appropriation of lawful funds, the Availability of Funding provision, the County's sovereign-immunity protections, the independent voting rights and approval authority of the Board, the County's governmental and regulatory discretion, any required permit or development approval, and all other limitations applicable to the County under Applicable Law. Nothing in this Section shall require the County, the Board, or any County official or body to take any legislative, quasi-judicial, regulatory, appropriations, funding, permitting, land use, development, or enforcement action except as required by Applicable Law. If an Event of Default remains uncured by the expiration of the applicable notice and cure period, the non-defaulting Party will have the right to terminate this Performance Contract and the Lease and Access Agreement by providing written notice to the other Party.
- c. Limitation of Liability; Remedies After Default.** The remedies available to a non-defaulting Party under this Section 8 are subject to the waivers, limitations, exclusions, and carveouts set forth in Section 7. For clarity, a non-defaulting Party may seek termination, specific performance, injunctive relief, payment of amounts then due and payable, express indemnity, Termination Compensation under Section 4.c, and any other remedy expressly provided in this Performance Contract or available under Applicable Law. If CIP Solutions terminates this Performance Contract during the Initial Term as a result of an uncured Event of Default by the County, CIP Solutions may seek recovery of amounts expressly due and payable under this Performance Contract through the effective date of termination and any other remedy expressly available under this Performance Contract or Applicable Law, but CIP Solutions shall not be entitled to accelerated payment of compensation for future MVC Years unless such payment is lawfully appropriated and expressly required by this Performance Contract. For the avoidance of doubt, the Termination Compensation payable under Section 4.c represents recovery of CIP Solutions' unrecovered capital investment and stipulated lost margin, is not "future compensation" or speculative damages barred by this Section or

Section 7, and shall be payable upon the County's uncured Event of Default, subject to appropriation as provided in Section 4.c.

9. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Performance Contract and any dispute arising hereunder shall be governed by the laws of the State of Florida, excluding its conflicts of law rules. Any action filed regarding this Performance Contract, Exhibits, or Schedules will be filed only in Manatee County, Florida, or in Federal Court, the Middle District of Florida, Tampa Division.
10. **WAIVER OF TRIAL BY JURY.** Each Party hereby knowingly, voluntarily and intentionally waives the right to a trial by jury regarding any claim or cause of action based upon, arising out of or in connection with this Performance Contract.
11. **ASSIGNMENT.** Except as otherwise set forth herein and in the Lease and Access Agreement, neither Party may assign its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. CIP Solutions may, with prior written approval of the County, delegate its duties and performance under this Performance Contract, and/or utilize subcontractors, provided that any delegee(s) or subcontractor(s) shall fully comply with the terms of this Performance Contract. Nothing herein shall relieve CIP Solutions of its obligations under this Performance Contract and the Lease and Access Agreement. This Section shall not be construed to prohibit CIP Solutions from pledging a security interest in its rights under this Performance Contract together with other assets of CIP Solutions.
12. **CONSENTS; APPROVALS; COOPERATION.** Whenever a Party's consent, approval, satisfaction or determination shall be required or permitted under this Performance Contract, and this Performance Contract does not expressly state that a Party may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed. Whenever County's cooperation is required by CIP Solutions in order to carry out CIP Solutions' obligations hereunder, County agrees that it shall act in good faith and reasonably in so cooperating with CIP Solutions and/or CIP Solutions' designated representatives or assignees or subcontractors, provided that if such cooperation requires Board approval, the Board members' independent voting rights are preserved and this Performance Contract does not bind the Board.
13. **AVAILABILITY OF FUNDING.** The obligations of County under this Performance Contract are subject to the availability of funds lawfully appropriated annually for its purposes by the Board, and the availability of funds through contract or grant programs. In the event that such funds are, in good faith, not appropriated or are terminated during the term of this Performance Contract, either Party shall have the option of terminating this Performance Contract and obligations hereunder without

being deemed to be in default of this Performance Contract. If County terminates this Performance Contract due to a lack of funding pursuant to this provision, all rights and liabilities of the Parties arising under this Performance Contract shall terminate except for (a) amounts then due and payable, (b) Termination Compensation under Section 4.c, and (c) obligations that expressly survive.

14. **FURTHER ASSURANCES.** The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Performance Contract. The County's ability to satisfy this condition is subject to the Board's approval and such approval shall not be unreasonably withheld.
15. **RELATIONSHIP OF PARTIES.** The relationship of the Parties hereunder shall be that of independent contractors. Nothing in this Performance Contract shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the Parties.
16. **NO CONFLICT.** By accepting award of this Performance Contract, CIP Solutions, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity that would conflict in any manner with the performance of duties or services required hereunder.
17. **PUBLIC ENTITY CRIMES.** The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in this Performance Contract and the Lease and Access Agreement by Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CIP Solutions warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under this Performance Contract, CIP Solutions agrees to include this provision in all subcontracts issued as a result of this Performance Contract.

- 18. E-VERIFY.** CIP Solutions, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees of CIP Solutions or any subcontractor in accordance with Section 448.095, Florida Statutes. CIP Solutions hereby represents and warrants that it has and shall remain throughout the duration of the Performance Contract, registered with, and uses and shall continue to use, the E-Verify system in accordance with Section 448.095(5), Florida Statutes. CIP Solutions shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If CIP Solutions enters into a contract with a subcontractor, the subcontractor shall provide CIP Solutions with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CIP Solutions shall maintain a copy of such affidavit for the duration of the Performance Contract. This article serves as notice to CIP Solutions regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Performance Contract and Lease and Access Agreement if it has a good faith belief that CIP Solutions has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, CIP Solutions will not be eligible for the award of a public contract for at least one (1) year after the date of such termination. CIP Solutions will be liable for any additional costs incurred by County due to contract termination under this Section.
- 19. TAXES.** The County is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CIP Solutions is prohibited from charging or imposing any sales or service taxes on the County. Nothing herein shall affect CIP Solutions' normal tax liability. CIP Solutions shall be responsible for payment of federal, state, and local taxes which may be imposed upon CIP Solutions under Applicable Law to the extent that CIP Solutions is responsible for the payment of same under Applicable Law.
- 20. POWER AND AUTHORITY.** Each Party represents and warrants to the other that (a) it has all requisite power and authority to execute and deliver this Performance Contract and perform its obligations hereunder; (b) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Performance Contract have been or will be obtained; and (c) this Performance Contract constitutes its legal, valid, and binding obligation.
- 21. SEVERABILITY.** In the event that any clause, provision, or portion of this Performance Contract or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Performance Contract unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either Party under this Performance Contract.

- 22. NO STATE OR COUNTY OBLIGATION.** This Performance Contract does not constitute a debt, liability, or obligation of the State of Florida, County, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida or result in a pledge of or lien upon any revenues of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.
- 23. PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes, to the extent CIP Solutions is performing services on behalf of County, CIP Solutions shall:
- a. Keep and maintain public records that would ordinarily be required by County to perform the service.
 - b. Upon request from County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Performance Contract and following completion of this Performance Contract if CIP Solutions does not transfer the records to County.
 - d. Upon completion of this Performance Contract, transfer, at no cost, to County all public records in possession of CIP Solutions or keep and maintain public records required by County to perform the service. If CIP Solutions transfers all public records to County upon completion of this Performance Contract, CIP Solutions shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CIP Solutions keeps and maintains public records upon completion of this Performance Contract, CIP Solutions shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF CIP SOLUTIONS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CIP SOLUTIONS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PERFORMANCE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Phone: 941.742.5845
Email: lacy.pritchard@mymanatee.org
Mail or hand delivery:
Attn: Records Manager
1112 Manatee Avenue West
Bradenton, FL 34205

- 24. COMPLETE AGREEMENT.** It is understood and agreed that this Performance Contract, including all Exhibits and Schedules, contains the entire agreement between the Parties relating to all issues involving the subject matter of this Performance Contract. No binding understandings, statements, promises or inducements contrary to this Performance Contract exist. This Performance Contract supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. This Performance Contract does not affect or modify the funding agreement between the County and CIP Solutions for economic development incentives dated 12/16/2025. Each of the Parties expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither Party is relying upon any statement or representation of the other that is not expressly set forth in this Performance Contract. Each Party hereto is relying exclusively on the terms of this Performance Contract, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Performance Contract.
- 25. HEADINGS.** The captions and titles in this Performance Contract are for convenience only and shall not affect the interpretation or meaning of this Performance Contract.
- 26. COUNTERPARTS.** This Performance Contract may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the Parties.
- 27. INDEMNIFICATION.**
- a. CIP Solutions shall indemnify, defend, and hold harmless County, its officers, officials, employees, volunteers, agents, and representatives from and against all claims, demands, causes of action, liabilities, damages, losses, judgments, fines, penalties, costs, and expenses, including reasonable attorneys' fees and costs, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CIP Solutions or its agents, servants, personnel, design professionals, contractors, subcontractors, suppliers, or any other person employed or utilized by CIP Solutions in the performance of this Performance Contract. The foregoing defense obligation shall apply upon tender of a claim by County, subject to

CIP Solutions' right to reserve rights as to any portion of such claim not subject to indemnification under this Section. Such indemnification shall include payment or reimbursement of all covered claims, demands, losses, damages, settlements, judgments, liabilities, reasonable attorneys' fees, expert fees, court costs, investigation costs, and other reasonable costs and expenses incurred in connection therewith, whether incurred before or after final adjudication, to the extent caused by the conduct described in this Section. County reserves the right, at its option, to participate in or assume its own defense, and such participation or assumption shall not relieve CIP Solutions of its indemnity obligations to the extent provided herein.

- b. CIP Solutions shall indemnify, defend, save and hold harmless the County, its officers, and employees from and against all third-party claims, liabilities, loss, or cause of action that alleges that the services provided hereunder constitute an infringement of any third-party intellectual property right(s), unless such claim is determined by a court of competent jurisdiction to be as a result of the County's wrongful or illegitimate use of the services. Such indemnification shall include payment or reimbursement of all covered claims, demands, losses, damages, settlements, judgments, liabilities, reasonable attorneys' fees, expert fees, court costs, investigation costs, and other reasonable costs and expenses incurred in connection therewith, whether incurred before or after final adjudication. The foregoing states the entire liability of CIP Solutions and the sole and exclusive remedy for County with respect to any third-party claim of infringement or misappropriation of intellectual property rights.
- c. Throughout the Term, CIP Solutions will procure and maintain, at its cost, insurance coverage of the types, characteristics, and amounts described in Exhibit 4. Proof of such coverage, including applicable limits and additional insured status, shall be provided annually as described in Exhibit 4.

County is self-insured and shall provide liability coverage in accordance with Section 768.28, Florida Statutes. County may also purchase and maintain excess insurance coverages to protect itself from catastrophic loss. Purchased excess insurance coverage shall not be interpreted as a waiver of County's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes. Upon CIP Solutions written request, County shall provide annually a letter of self-insurance, signed by County's risk manager or other designated official, verifying its self-insured coverage. If there is any period during the Term when County is not self-insured, County will obtain commercial insurance coverage applicable to such period.

- 28. NOTICES.** All notices to be given by either Party to the other shall be (a) in writing and mailed by certified mail, return receipt requested; (b) sent by a courier service which renders a receipt upon delivery; or (c) at such other addresses either Party

may hereinafter designate by notice to the other Party. Notices are deemed delivered upon actual receipt and the signed return receipt or courier receipt shall be prima facie proof thereof. Communication via email shall not constitute legal notice and emailing is provided as a courtesy.

To CIP Solutions:

CIP SOLUTIONS
Mark Stout, President
6230 University Parkway, Suite 201
Lakewood Ranch, Florida 34240
Email: mark.stout@cipsolutions.com

With a copy to:

Grimes Galvano, PL
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Bill Galvano, Esquire
Facsimile Number: (941) 748-0158
Telephone number: (941) 748-0151
Email: bgalvano@grimesgalvano.com

To County:

Manatee County Government
Utilities Department
Attn: Director
3333 Lena Road
Bradenton, FL 34211
Phone: (941) 748-4501
Email: patrick.shea@mymanatee.org

With a copy to:

Manatee County Government
Attention: County Attorney
County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

- 29. NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or

immunities. County expressly reserves these rights to the full extent allowed by law. Nothing herein shall confer any right, benefit or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Performance Contract. No term or condition contained in this Performance Contract shall be construed or interpreted as (a) denying the County any remedy or defense available to it under the laws of Florida, (b) a waiver of sovereign immunity by the County beyond the limitations provided in Section 768.28, Florida Statutes, or (c) resulting in the imposition of liability on the County for which it would not otherwise by law be responsible.

30. **AMENDMENTS.** No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties.
31. **LEGAL REFERENCES.** All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision.
32. **CONSTRUCTION.** The Parties agree that they have participated in the drafting of this Performance Contract and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Performance Contract.
33. **ANTI-HUMAN TRAFFICKING.** CIP Solutions shall provide County with a sworn affidavit herein attached as Exhibit 1 to be signed by an officer or a representative of CIP Solutions under penalty of perjury attesting that CIP Solutions does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be provided to County on or before the Performance Contract Effective Date and at the commencement of each Renewal Term. This Performance Contract shall not be effective unless and until County receives the Anti-Human Trafficking Affidavit.
34. **FOREIGN COUNTRIES OF CONCERN.** Pursuant to Section 287.138, Florida Statutes, CIP Solutions must provide County with an affidavit signed by an officer or representative of CIP Solutions under penalty of perjury attesting that CIP Solutions does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes, is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in CIP Solutions, and that CIP Solutions is not organized under the laws of or has its principal place of business in a foreign country of concern ("Foreign Country Affidavit"). The Foreign Country Affidavit must be in a form substantially similar to Exhibit 2. This Performance Contract shall not be effective unless and until County receives the Foreign Country Affidavit from CIP Solutions and must be provided to County on or before the commencement of any Renewal Term.

- 35. NON-DISCRIMINATION.** CIP Solutions shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Performance Contract on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in the Performance Contract by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

CIP Solutions warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under the Performance Contract, CIP Solutions agrees to include this provision in all subcontracts issued as a result of this Performance Contract.

- 36. SCRUTINIZED COMPANIES.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, at the time a company or other entity submits a bid or proposal for a contract or before the company or other entity enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company or other entity must certify that the company or other entity is not participating in a boycott of Israel.

Entering into this Performance Contract constitutes certification by CIP Solutions that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. CIP Solutions further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CIP Solutions acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. CIP Solutions further understands that the Performance Contract with County for goods or services of any amount may be terminated at County's option if CIP Solutions (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

37. **LEGAL FEES AND COSTS.** Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Performance Contract or its Exhibits or Schedules.
38. **FORCE MAJEURE.** Neither Party shall be deemed in default or liable for damages to the extent, and only to the extent, that such Party's performance of a non-payment obligation under this Performance Contract is actually and directly delayed or prevented by a Force Majeure Event, provided that the affected Party gives the other Party prompt written notice describing the event, the obligations affected, the expected duration of the delay, and the actions being taken to mitigate the effects of the event, and thereafter uses commercially reasonable and diligent efforts to resume performance as soon as practicable. Force Majeure shall not excuse any obligation to pay amounts that became due and payable before the Force Majeure Event, shall not excuse CIP Solutions' obligation to reimburse the County for Project-specific electrical usage or other reimbursable amounts then due, and shall not modify, extend, waive, reduce, or otherwise affect the Minimum Volume Commitment, the County's annual appropriation rights, the Availability of Funding provision, the County's sovereign-immunity protections, or any requirement for Board approval, except to the extent expressly provided in this Performance Contract.
39. **NO DEVELOPMENT RIGHTS CONFERRED.** The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project, Project Site, or Easement Areas. Nothing contained in this Performance Contract shall: (i)

create any development rights in favor of CIP Solutions; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Performance Contract to be duly executed on the date set forth below.

CHEMICAL INJECTION PARTNERS FLORIDA, LLC,

a Florida limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED by the Board with a quorum present and voting, on this _____, 2026.

**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: Board of County Commissioners

By: _____
Chairperson, Board of County Commissioners

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT 1
ANTI-HUMAN TRAFFICKING AFFIDAVIT

(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental entity, and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by the affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

 Signature

STATE OF FLORIDA

COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

- ☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

- ☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

 My Commission Expires: _____

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT 2
FOREIGN COUNTRIES OF CONCERN AFFIDAVIT

(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. I hereby attest that:
 - a. Entity is not owned by the government of a foreign country of concern;
 - b. No government of a foreign country of concern has a controlling interest in Entity; and
 - c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.
4. I understand that in accordance with Section 287.138, Florida Statutes, “controlling interest” means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
5. I understand that in accordance with Section 287.138, Florida Statutes, “foreign country of concern” means 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, including any agency of or any other entity of significant control of such foreign country of concern.
6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

Signature

STATE OF FLORIDA

COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

- ☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

☐ is personally known to me or

☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF
SECTION 117.05, FLORIDA STATUTES]

_____ My Commission Expires: _____

Signature of Notary Public

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary
seal below.)

EXHIBIT 3

SCOPE OF WORK

1. Project Overview

The purpose of the Project is to treat SEWRF Wastewater and, as an initial or interim discharge configuration, discharge treated SEWRF Wastewater into the headworks of SEWRF. Manatee County will work in cooperation with CIP Solutions to prepare any required permit applications, permit modifications, regulatory approvals, notices, certifications, or other submittals necessary to allow treated SEWRF Wastewater to be directly discharged into the reclaim and reuse ponds through a tie-in to the existing pipeline system located at SEWRF.

1.1 Project Components and Wastewater Sources

The Project consists of the design, permitting, construction, and operation of a treatment system to process SEWRF Wastewater.

Landfill Leachate will be sourced from the existing LCS and delivered to the Project at the designated Connection Point. Biosolids Filtrate consists of filtrate wastewater produced by or associated with the County's biosolids dewatering or drying operations, whether generated at SEWRF, the Landfill, or another County facility, and will be delivered or made available by or on behalf of the County to the Project for treatment.

The Parties will cooperate in good faith regarding the logistics for transporting Biosolids Filtrate to the Project's influent treatment system, subject to the terms of this Performance Contract, Applicable Law, and County operational requirements.

1.2 Objectives and Treatment

The Project is intended to provide a reliable and scalable treatment solution for SEWRF Wastewater and to support the County's overall wastewater management objectives, including integration with the County's Wastewater Treatment System. Treatment of SEWRF Wastewater through the Project will reduce hydraulic and contaminant loading to the County's Wastewater Treatment System, thereby increasing available treatment capacity within SEWRF and associated facilities.

The Project is designed to treat Landfill Leachate and Biosolids Filtrate streams concurrently as a combined influent, providing an integrated and operationally efficient solution for overall wastewater management.

The goal of the Project is to provide treatment capacity for up to 300,000 gallons per day of SEWRF Wastewater via CIP Solutions' Valhalla treatment by discharging treated SEWRF Wastewater directly into the County's reclaim water system at the Landfill, thereby increasing the available operational capacity of SEWRF. For clarity, the foregoing describes the Project's intended treatment capacity and operational objective and does not create a daily minimum volume commitment by the County separate from the Minimum Volume Commitment set forth in Section 4.b of the Performance Contract.

2. Scope of Work

2.1 Engineering, Surveying, and Design

CIP Solutions shall provide all engineering and design services required for the Project, including basis of design development, field verification, site layout, civil and structural design, mechanical and process design, electrical design, controls engineering, and preparation of installation and as-built documentation.

2.2 Minimum Influent Standard

The Minimum Influent Standard consists of the influent wastewater characteristics and objective quality parameters listed below, which shall be used as design assumptions and performance-evaluation criteria for SEWRF Wastewater delivered to the Project at the designated influent connection point:

- pH: 4.0 to 8.5
- Specific Conductivity: up to 10 mS/cm
- Total Dissolved Solids: up to 8,000 mg/L
- Total Suspended Solids: up to 200 mg/L
- Turbidity: up to 150 NTU
- Total Organic Carbon: up to 500 mg/L
- Chemical Oxygen Demand: up to 1,200 mg/L
- Total Phosphorus: up to 75 mg/L
- Total Nitrogen: up to 600 mg/L
- Ammonia: up to 500 mg/L
- Total VOCs: up to 100 µg/L
- Total Semi-VOCs: up to 100 µg/L
- PFAS (Method 1633A mass): up to 6,000 ng/L
- TOP Assay: up to 25%

Compliance with the Minimum Influent Standard shall be determined based on representative influent sampling at the designated influent connection point and in accordance with the sampling and testing requirements of this Exhibit 3 and the Performance Contract. A temporary, isolated, or non-material exceedance of any influent parameter shall not, by itself, constitute a County default, relieve CIP Solutions of its treatment, operation, maintenance, reporting, or other obligations, or reduce any credit toward the Minimum Volume Commitment.

If representative influent sampling demonstrates a material and continuing exceedance of one or more Minimum Influent Standard parameters that directly prevents the Project from achieving the Minimum Treatment Standard despite CIP Solutions' commercially reasonable operation and mitigation efforts, CIP Solutions shall promptly notify the County in writing, provide supporting sampling data and operating records, identify the affected treatment obligation, and use commercially reasonable efforts to continue treatment, mitigate the effect of the exceedance. CIP Solutions shall be paid for all SEWRF Wastewater treated during such period at the rates set forth in Section 4.a of the Performance Contract, whether or not

the Effluent meets the Minimum Treatment Standard, provided CIP Solutions is using commercially reasonable efforts to treat such wastewater, and CIP Solutions shall not be in default of the Minimum Treatment Standard to the extent such non-compliance is caused by the influent exceedance. If any influent parameter is, or is reasonably expected to be, materially out of spec on a sustained basis in a manner that could damage, impair, or overload the Project or its treatment media, CIP Solutions may, upon reasonable advance written notice to the County, decline to accept such wastewater until the influent returns to within the Minimum Influent Standard or until the Parties agree on operational adjustments, and any wastewater so declined shall be credited toward the Minimum Volume Commitment. During such period, the Parties shall cooperate in good faith to develop operational and commercial adjustments to address any sustained, material influent exceedance.

2.3 Equipment and Materials Provided by CIP Solutions

CIP Solutions shall furnish, install, and integrate all equipment required for a complete Project treatment system including:

- Valhalla cavitation treatment system
- Media filtration system
- Granular activated carbon polishing system
- Equalization and buffer tank systems
- Backwash and filtrate management tanks
- Process pump skids and transfer pumps
- Polymer preparation and dosing system
- Belt press solids dewatering system
- Filtrate return system
- Flow, turbidity, pressure, and level instrumentation
- PLC control panels and internal electrical distribution
- All valves, hoses, manifolds, and process piping required for a complete integrated treatment system

2.4 Installation and System Integration

CIP Solutions shall install and anchor all treatment equipment, install process piping, complete mechanical and electrical interconnections, install internal electrical distribution from the County termination point, integrate all treatment components, and perform system integration testing and pre-commissioning verification.

2.5 Electrical Service

The County shall provide a dedicated and separately metered electrical utility service required for the Project including installation of a 1,200-amp electrical service, transformer, service drop, metering, and utility-side infrastructure.

The County shall use commercially reasonable efforts to complete installation of the electrical service infrastructure in line with overall project timing.

The County shall be responsible for setting up all electrical accounts associated with operation of the treatment system. CIP Solutions shall reimburse the County for all metered electricity specific to this Project on a monthly basis. The County shall provide details on monthly electrical usage and costs when submitting for reimbursement from CIP Solutions. The electrical reimbursement shall be due within fifteen (15) days after CIP Solutions' receipt of an invoice therefor.

CIP Solutions shall perform all electrical work downstream of the County-provided service termination point.

2.6 Commissioning and Performance Testing

CIP Solutions shall conduct wet commissioning and functional testing, verify mechanical, electrical, and instrumentation functionality, perform performance testing to confirm compliance with the Minimum Treatment Standard, and prepare a commissioning summary and Project performance demonstration report for use in connection with any required permit applications, permit modifications, regulatory approvals, notices, certifications, or other submittals to FDEP or any other Governmental Authority having jurisdiction over the Project.

2.7 Sampling and Laboratory Testing

CIP Solutions will cause independent laboratory testing of treated SEWRF Wastewater to be conducted to establish that the Minimum Treatment Standard of the Performance Contract has been achieved for payment. Said testing is at CIP Solutions' sole cost and expense. At a minimum, samples will be collected and tested twice weekly during the first two weeks of system operations. Once the performance criteria have been verified, samples shall be processed as per the specifications.

Monthly Influent sampling shall include the following parameters with twelve samples per year collected for each parameter plus one quality assurance/quality control sample annually:

- pH
- Specific Conductivity
- Total Dissolved Solids
- Total Suspended Solids
- Turbidity
- Total Organic Carbon
- Chemical Oxygen Demand
- Carbonaceous Biochemical Oxygen Demand (CBOD5)

- Total Phosphorus
- Total Nitrogen
- Ammonia
- Fecal Coliform
- PFAS — Method 1633A Total PFAS Mass

Quarterly Influent sampling shall also include:

- Total VOCs
- Total Semi-VOCs
- TOP Assay (Convertible PFAS Precursors)

For each quarterly parameter, four samples shall be collected annually, together with one annual quality assurance/quality control sample.

Effluent samples shall be collected at a system discharge sampling location selected jointly by County staff and CIP Solutions.

Monthly Effluent monitoring shall include:

- pH
- Turbidity
- Total Suspended Solids
- Carbonaceous Biochemical Oxygen Demand (CBOD5)
- Total Phosphorus
- Total Nitrogen
- Fecal Coliform

For each monthly Effluent monitoring parameter, two samples shall be collected each month, for a total of twenty-four samples annually, together with two annual quality assurance/quality control samples.

PFAS monitoring shall be conducted to evaluate treatment performance and quantify total PFAS mass reduction across the treatment system.

Effluent PFAS sampling shall be performed twice per month, with two different samples during each test, using EPA Method 1633A Full PFAS Parameter List totaling forty-eight samples annually plus four quality assurance/quality control samples.

Quarterly PFAS precursor testing, with two different samples for each quarterly test, shall also be conducted using the TOP Assay totaling eight samples annually plus two quality assurance/quality control samples.

PFAS treatment performance will be evaluated by comparing influent PFAS concentrations with Effluent PFAS concentrations measured at the system discharge sampling location.

Sampling results shall be documented in the monthly operational reporting package.

2.8 Operations and Maintenance

CIP Solutions shall operate, monitor, and maintain the Project on a daily basis in a safe, diligent, workmanlike, and commercially reasonable manner, in accordance with Applicable Law, Environmental Law, applicable permits and regulatory approvals, manufacturer recommendations, County site access and safety requirements, accepted industry practices, and operating procedures approved by the County for the Project. CIP Solutions' obligations shall include adjusting flows, filtration, carbon polishing, and backwash cycles; performing preventive and corrective maintenance; calibrating instrumentation; maintaining operating logs; promptly addressing operational deficiencies; and managing allowable treatment chemicals, solids handling activities, and filtrate return in accordance with this Performance Contract, including Section 2.9 of this Exhibit 3. CIP Solutions shall provide monthly operational reports in a form reasonably acceptable to the County, including flow data, operating status, downtime, maintenance activities, chemical and media usage, solids volumes, filtrate return information, sampling and testing results, alarms, excursions, corrective actions, and any material operational or compliance issues. Nothing in this Section shall shift to CIP Solutions the County's responsibility for transportation and disposal of dewatered solids except to the extent expressly provided in Section 2.9.

2.9 Solids Handling and Return

CIP Solutions shall collect media and carbon backwash in designated tanks, transfer backwash to solids handling equipment, add polymer and dewater solids using CIP Solutions' belt press, place dewatered solids into County-provided open-top containers, return filtrate to the treatment system, and maintain logs documenting solids volumes and disposal frequency. Before any County pickup, transportation, or disposal of dewatered solids, CIP Solutions shall ensure that such solids are properly dewatered, containerized, labeled as reasonably required by the County, characterized as reasonably necessary for lawful transportation and disposal, and accompanied by supporting documentation reasonably required by the County to verify the nature, quantity, condition, and regulatory classification of the solids. CIP Solutions shall promptly notify the County of any condition, sampling result, operational issue, or regulatory classification that may affect the County's ability to transport, accept, or dispose of such solids at a County-designated landfill.

The County shall be responsible for transportation and disposal of solids generated by the treatment system.

The County shall remove filled containers at a minimum frequency of once per week.

2.10 Permitting Services

CIP Solutions shall prepare, submit, coordinate, manage, and obtain all permits and approvals required for the Project including but not limited to site, environmental, utility, and construction-related permits and documentation required by any Governmental Authority, including but not limited to FDEP approvals.

The County shall cooperate with CIP Solutions in preparation of permit modification requests associated with treated SEWRF Wastewater discharge to the reclaim and reuse ponds.

The County shall use commercially reasonable efforts to provide required comments and responses associated with permit applications and regulatory submittals within thirty (30) days after receipt of a complete and reasonably detailed request from CIP Solutions, subject to the County's receipt of all information reasonably necessary to evaluate the request, internal review requirements, availability of County staff and consultants, required Board approval or other County approval, applicable regulatory processes, and Applicable Law. Failure to provide comments or responses within such period shall not constitute a County default if the County is using commercially reasonable efforts to respond.

2.11 Reporting Deliverables

CIP Solutions shall provide the following deliverables:

- Basis of Design
- Process flow diagrams and P&IDs
- Hydraulic calculations
- Site layout and integration drawings
- Equipment specifications and system configuration
- Commissioning plan and commissioning summary
- Monthly laboratory reports
- Monthly operational reports
- Solids handling logs
- Project performance demonstration report
- As-built drawings
- Operating SOPs applicable to the Project

- Independent laboratory testing results for treated SEWRF Wastewater used to establish achievement of the Minimum Treatment Standard for payment and performance-verification purposes
- Sampling records and supporting documentation for all influent, Effluent, PFAS, and TOP Assay sampling required under Section 2.7, including sample dates, sample locations, sampling frequency, parameters tested, and laboratory analytical methods used
- Chain-of-custody records, laboratory bench sheets or equivalent analytical support, quality assurance/quality control documentation, data validation notes, and any laboratory qualifiers or exceptions applicable to reported sampling results
- Documentation confirming twice-weekly testing during the first two weeks of system operations and all post-verification sampling processed in accordance with the specifications and requirements of Section 2.7
- Monthly influent and Effluent monitoring results, PFAS monitoring results using EPA Method 1633A, TOP Assay results for PFAS precursor testing, and related total PFAS mass-reduction information required to evaluate treatment performance
- A complete monthly sampling and laboratory reporting package sufficient to support County review, payment verification, regulatory submittals, operational reporting, and verification of CIP Solutions' compliance with the sampling, testing, performance, and reporting obligations in this Exhibit 3

2.12 Payment and Performance Requirements

CIP Solutions shall invoice the County on a monthly basis. Each invoice shall be due and payable within forty-five (45) days after the County's receipt of the invoice.

Payment terms and the Minimum Volume Commitment (MVC) are set forth in Section 4 of the Performance Contract.

Invoices shall include metered flow records, laboratory results, and required supporting documentation and any other items as may be required by the County's Utilities Division and the Clerk of Court.

Performance requirements shall be evaluated in accordance with the Minimum Influent Standard and Section 2.2 of this Exhibit 3. A temporary, isolated, or non-material exceedance of any influent parameter shall not, by itself, constitute a County default, relieve CIP Solutions of its treatment, operation, maintenance, reporting, payment-support, or other obligations, reduce any credit toward the Minimum Volume Commitment, or give rise to any payment adjustment, equitable adjustment, schedule extension, performance relief, or other remedy. If representative influent sampling demonstrates a material and continuing

exceedance of one or more Minimum Influent Standard parameters that directly prevents the Project from achieving the Minimum Treatment Standard despite CIP Solutions' commercially reasonable operation and mitigation efforts, CIP Solutions shall provide written notice and supporting documentation in accordance with Section 2.2. During any such period, CIP Solutions shall continue to use commercially reasonable efforts to operate the Project, mitigate the effect of the exceedance, and cooperate with the County regarding appropriate operational adjustments. No payment adjustment, MVC credit reduction, equitable adjustment, schedule extension, performance relief, or other remedy shall apply except to the extent expressly provided in this Performance Contract, including CIP Solutions' payment, non-default, and rejection rights under Section 2.2, or agreed in a written amendment approved by the County.

2.13 County Deliverables

To support the Project, the County shall provide:

- Electrical service, including 1,200-amp electrical capacity, transformer, service drop, and metering, with the County to initially pay electrical usage charges subject to reimbursement by CIP Solutions in accordance with Section 2.5 of this Exhibit 3.
- SEWRF Wastewater supply targeted to support Project operations at up to 300,000 gallons per day, subject to wastewater availability, operational conditions, Applicable Law, regulatory restrictions, maintenance, outages, emergencies, and the terms of this Performance Contract; provided, however, that the County's enforceable minimum volume obligation shall be limited to the Minimum Volume Commitment set forth in Section 4.b of the Performance Contract, and any obligation to provide or make available SEWRF Wastewater shall be measured solely against that Minimum Volume Commitment.
- Access to the Project Site on a 24-hours-per-day, 7-days-per-week basis, including entry credentials or passes, in accordance with Applicable Law and County standard operating procedures and security policies and procedures.
- Site access, staging areas, and interconnection points necessary for installation and operation, as more fully set forth in Schedule 1 and in accordance with Applicable Law and County standard operating procedures and security policies and procedures.
- Open-top containers for dewatered solids.
- Transportation and disposal of solids generated by the treatment system at a County-designated landfill in accordance with Section 2.9 of this Exhibit 3.
- Removal of solids containers at a minimum frequency of once per week in accordance with Section 2.9 of this Exhibit 3.

2.14 Minimum Treatment Standard

The Project treatment system shall produce treated SEWRF Wastewater in compliance with reclaimed, reuse, and Advanced Wastewater Treatment standards under Chapters 62-600 and 62-610, Florida Administrative Code ("Minimum Treatment Standard") as follows:

Commercial Operations Date:

For the first testing of the Minimum Treatment Standard, CIP Solutions will conduct a singular test of the following criterion. As defined in the Performance Contract, the Commercial Operations Date will mean the date on which a singular test meets the criterion below. CIP Solutions may take multiple tests until the Minimum Treatment Standard is met. For clarity, the Commercial Operations Date shall mean the date on which the water sample was taken and not the date on which the sample test results are received. For the avoidance of doubt, the single-sample criteria in this Section establish the Commercial Operations Date on a one-time basis, and the monthly-average criteria set forth below govern only ongoing operational compliance after the Commercial Operations Date and shall not be a condition to establishing the Commercial Operations Date.

- Carbonaceous Biochemical Oxygen Demand (CBOD5): ≤ 5 mg/L
- Total Suspended Solids: ≤ 3 mg/L
- Total Nitrogen: ≤ 3 mg/L
- Total Phosphorus: ≤ 1 mg/L
- Fecal coliform: ≤ 25 CFU/100 mL single sample maximum
- Turbidity: reported unless otherwise limited by permit

Ongoing Monthly Testing:

- Carbonaceous Biochemical Oxygen Demand (CBOD5): ≤ 5 mg/L monthly average
- Total Suspended Solids: ≤ 3 mg/L monthly average
- Total Nitrogen: ≤ 3 mg/L monthly average
- Total Phosphorus: ≤ 1 mg/L monthly average
- Fecal coliform: ≤ 25 CFU/100 mL single sample maximum
- Turbidity: reported unless otherwise limited by permit

Treated SEWRF Wastewater shall meet the Minimum Treatment Standard.

PFAS monitoring conducted during the Project term is intended to characterize influent PFAS composition and quantify treatment performance to support future treatment design.

3. PFAS Responsibility and Indemnification

3.1 Vendor Responsibilities

Suppliers of carbon or PFAS removal media are responsible for PFAS-related certifications, compliant handling, and any PFAS releases or improper disposal under their control.

3.2 County and CIP Solutions Responsibilities

CIP Solutions shall transfer spent media only to qualified, properly licensed and permitted third-party vendors approved by the County, such approval not to be unreasonably withheld, conditioned, or delayed, for regeneration, destruction, disposal, or other lawful management practices in accordance with Applicable Law, Environmental Law, applicable permits, then-current regulatory guidance, and accepted industry practices. CIP Solutions shall remain responsible for arranging, coordinating, documenting, and verifying the proper removal, transportation, handling, processing, regeneration, destruction, disposal, or other management of spent media and any PFAS-containing residuals generated by or under the control of CIP Solutions or its vendors. CIP Solutions shall provide the County, upon request, with applicable manifests, bills of lading, certificates of recycling, regeneration, destruction or disposal, vendor permits, chain-of-custody documentation, and other records reasonably necessary to verify lawful management of such materials. No transfer of spent media or PFAS-containing residuals shall relieve CIP Solutions of any responsibility under this Performance Contract, Applicable Law, Environmental Law, or any applicable permit, except to the extent such responsibility is expressly assumed by the County in writing. The County shall approve a proposed vendor that demonstrates it is qualified and holds the licenses and permits required by Applicable Law for the applicable management practice; the County may request reasonable documentation of such qualifications, licenses, and permits.

4. Limitations

This Scope of Work defines the complete responsibilities of CIP Solutions and County for the Project. Services or materials not expressly included shall be excluded unless added through written amendment. All work shall comply with Applicable Law, Environmental Law, applicable federal, state, and local regulations, applicable permits and regulatory approvals, and accepted engineering and operational practices.

EXHIBIT 4

INSURANCE REQUIREMENTS

CIP Solutions shall procure and maintain for the duration of the Performance Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by CIP Solutions, its agents, representatives, employees, or subcontractors.

Commercial General Liability

Coverage must be afforded under a per occurrence policy form for limits not less than \$2,000,000 each occurrence, \$5,000,000 general aggregate, \$1,000,000 Products/Completed Operations Aggregate, \$2,000,000 Personal and Advertising Injury Liability, \$100,000 Fire Damage Liability, \$5,000 Medical Expense and \$1,000,000 Third Party Property Damage.

Automobile Liability

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than \$1,000,000 combined single limit each accident, or \$500,000 bodily injury and \$500,000 property damage.

Workers' Compensation and Employers' Liability

Statutory coverage to apply for all employees in compliance with the laws and statutes of the State of Florida, and Federal government. If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Employers' Liability limits for not less than \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee must be included.

Should CIP Solutions have "leased" employees, CIP Solutions or the employee leasing agency shall provide evidence of a Workers' Compensation policy and an Employers' Liability policy for all personnel on the worksite and in compliance with the above requirements.

Should CIP Solutions have subcontractors, CIP Solutions is responsible for providing evidence of a Workers' Compensation policy and an Employers' Liability policy for all subcontractors on the worksite and in compliance with the above requirements.

Hazardous Materials Insurance

Hazardous materials include all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency.

Pollution Liability

Coverage must be afforded under a per occurrence policy form for limits not less than \$5,000,000, and to include sudden and gradual release, each claim and aggregate. Such coverage shall include, or shall be endorsed to include, claims arising from PFAS and other emerging contaminants, spent media, treatment residuals, transportation, loading and unloading, non-owned disposal sites, completed operations, and pollution conditions arising from or related to the Project, to the extent commercially available on commercially reasonable terms.

Disposal

Coverage must be afforded under a per occurrence policy form for limits not less than \$5,000,000 for Sudden, Non-Sudden and Accidental Occurrences, each claim and aggregate. Such coverage shall include, or shall be endorsed to include, disposal, regeneration, destruction, recycling, transportation, loading and unloading, non-owned disposal sites, spent media, treatment residuals, and PFAS or other emerging-contaminant liabilities arising from or related to the Project, to the extent commercially available on commercially reasonable terms.

The Policies Are to Contain, Or Be Endorsed to Contain, The Following Provisions:

1. Commercial General Liability, Automobile Liability, and Hazardous Materials (Pollution Liability, Asbestos Liability & Disposal) Coverages:
 - a. "Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured with respect to: Liability arising out of activities performed by or on behalf of CIP Solutions, its agents, representatives, and employees; products and completed operations of CIP Solutions; or automobiles owned, leased, hired or borrowed by CIP Solutions. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

CIP Solutions shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. CIP Solutions' insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of CIP Solutions' insurance and shall be non-contributory.

2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by CIP Solutions for the County.

3. General Insurance Provisions Applicable to All Policies:

- a. Prior to the execution of this Performance Contract, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Performance Contract remains in effect, CIP Solutions shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the bid or contract number, and name or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.
- b. CIP Solutions shall provide thirty (30) days' written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies.
- c. CIP Solutions agrees that should at any time CIP Solutions fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this Performance Contract.
- d. CIP Solutions waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the Performance Contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- e. CIP Solutions has the sole responsibility for all insurance premiums and policy deductibles.
- f. It is CIP Solutions' responsibility to ensure that its agents, representatives and subcontractors comply with the insurance requirements set forth herein. CIP Solutions shall include its agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CIP Solutions shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working

on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth.

CIP Solutions understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County reserves these rights to the full extent allowed by law.

CIP Solutions understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of CIP Solutions' obligation to provide and maintain the insurance coverage specified.

SCHEDULE 1

LEASE AND ACCESS AGREEMENT

This Lease and Access Agreement (including any attachments hereto, “**Lease**”) is entered into by and between Chemical Injection Partners Florida, LLC, a Florida limited liability company d/b/a CIP Solutions (“**Lessee**”), and Manatee County, a political subdivision of the State of Florida (“**County**”) (individually, a “**Party**” and together, the “**Parties**”).

Recitals

WHEREAS, County owns and operates the municipal solid waste landfill known as the Lena Road Landfill located at 3333 Lena Road in Bradenton, Florida 34211, as more fully described in Exhibit A (the “**Landfill**”); and

WHEREAS, Lessee intends to design, permit, construct, and operate a water treatment facility at the Landfill to treat Landfill Leachate and Biosolids Filtrate from the SEWRF (the “**Project**”) pursuant to a Performance Contract between Lessee and County of even date herewith (“**Performance Contract**”); and

WHEREAS, the Performance Contract contemplated the Parties’ execution, delivery, and performance of this Lease; and

WHEREAS, the Board finds that entry into this Lease, together with the Performance Contract, serves a valid public purpose and is in the best interest of the County, subject to the terms, conditions, limitations, and County-reserved rights set forth herein and in the Performance Contract; and

WHEREAS, Lessee desires to lease from County, and County desires to lease to Lessee, only that portion of the Landfill more fully described in Exhibit B (the “**Project Site**”), solely for the limited purposes expressly authorized by this Lease and the Performance Contract, as limited and controlled by this Lease, and subject at all times to County’s ownership of the Landfill, County’s reserved rights, and County’s governmental, regulatory, operational, safety, emergency-response, environmental, and public obligations.

NOW THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which they acknowledge, the Parties agree as follows:

Agreement

1. Interpretation.

- a. The foregoing Recitals are incorporated by reference as though fully set forth herein.
- b. Capitalized words, terms, and phrases used but not defined in this Lease shall have the meanings ascribed to them in the Performance Contract, including its schedules and exhibits, which definitions are incorporated herein by reference solely to the extent applicable and not inconsistent with this Lease. If a capitalized word, term, or phrase is defined in both this Lease and the Performance Contract, the definition in this Lease shall control for purposes of this Lease. If a capitalized word, term, or phrase is defined in the Performance Contract or any schedule or exhibit thereto in a manner that is inconsistent with, limits, or otherwise conflicts with County's ownership of the Landfill, County's reserved rights, Applicable Law, applicable Permits, County's governmental or regulatory duties, or County's operational, safety, security, emergency-response, environmental, access-control, or public obligations under this Lease, the Performance Contract and this Lease shall be read together and reconciled to give effect to both to the greatest extent possible. The Performance Contract shall govern the commercial terms, payment obligations, Minimum Volume Commitment, Termination Compensation, and treatment-performance rights and obligations of the Parties, and nothing in this Lease shall be construed to reduce, offset, excuse, or eliminate any payment or compensation obligation of the County under the Performance Contract.
- c. No ambiguity herein will be construed against either Party for having drafted it, this Lease being the product of negotiation.
- d. Words of any gender shall include all other genders, the singular shall include the plural, and vice versa.
- e. Reference to any person or entity will include successors and permitted assigns thereof, and reference to any law, instrument, or document will be thereto as amended, modified, revised, or restated from time to time.
- f. "Include" and the like will be deemed followed by "without limitation," and "herein" and the like will refer to this entire Lease.
- g. Headings are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Lease. If for any reason there is a conflict between content and headings, the content will control.
- h. Any reference to a "day" or "year" will be to a calendar day or calendar year, as applicable, unless specified otherwise.
- i. All sums herein are expressed in U.S. currency.

j. Schedule 1 – Lease and Access Agreement Exhibit List:

Exhibit A – Landfill
Exhibit B – Project Site
Exhibit C-1 – Access Easement Area
Exhibit C-2 – Pipeline Easement Area
Exhibit C-3 – Electric Easement Area
Exhibit D – Anti-Human Trafficking Affidavit
Exhibit E – Foreign Countries of Concern Affidavit

2. Lease and Easements.

a. Lease.

County hereby leases to Lessee, and Lessee hereby leases from County, upon the terms and subject to the conditions of this Lease and the Performance Contract, as limited and controlled by this Lease, the Project Site solely for Lessee's development, construction, installation, operation, repair, maintenance, modification, replacement, and removal of the Project and related activities and infrastructure expressly permitted herein. Lessee's use and occupancy of the Project Site shall be limited to such purposes and shall remain subordinate and subject at all times to County's ownership, use, and operation of the Landfill, No Performance Contract definition, schedule, exhibit, project description, scope provision, or other incorporated document shall be construed to expand Lessee's leasehold rights, use rights, occupancy rights, or access rights beyond the rights expressly granted and limited in this Lease. Subject to the foregoing and County's rights expressly reserved herein or in the Performance Contract, Lessee may occupy the Project Site during the Term solely for Lessee's Operations.

b. Easements.

In addition to the foregoing lease, County hereby grants to Lessee and Lessee's agents and contractors limited, nonexclusive easements on, over, across, and through the applicable portions of the Landfill described below, subject and subordinate at all times to County's ownership of the Landfill. : (a) that portion of the Landfill more particularly described on Exhibit C-1 ("**Access Easement Area**") for pedestrian and vehicular ingress, egress, and access by means of the existing roadway thereon; (b) that portion of the Landfill more particularly described on Exhibit C-2 (the "**Pipeline Easement Area**") for the purpose of laying, constructing, maintaining, operating, renewing, altering, improving, protecting, repairing, replacing, and removing any pipeline(s), together with all necessary equipment and appurtenances thereto, for the transportation of SEWRF Wastewater to the Project Site and for the transportation of treated SEWRF Wastewater to the County's Wastewater Treatment System at Landfill; and (c) that portion of the Landfill more particularly described on Exhibit C-3 (the "**Electric Easement Area**") for the purpose of installing, maintaining, and operating any equipment or facilities

necessary (including overhead and/or underground electrical transmission and distribution lines) for County to procure electricity to serve the Project. The Access Easement Area, Pipeline Easement Area, and Electric Easement Area are collectively referred to herein as the “**Easement Areas.**” No easement granted herein shall be construed to convey any fee interest, exclusive possessory interest, development right, utility ownership right, or right to use any portion of the Landfill except as expressly provided in this Lease and the Performance Contract, as limited and controlled by this Lease.

c. Permitted Uses.

During the Term (as defined below), and on the terms and subject to the conditions of this Lease and the Performance Contract, as limited and controlled by this Lease, Lessee (inclusive of all Contractor Personnel) shall have the limited right to occupy and use the Project Site to the extent reasonably necessary, for Lessee’s performance of the Performance Contract and Lessee’s Operations, including (a) developing, constructing, installing, operating, maintaining, modifying, replacing, and/or removing the Project and related infrastructure, including with respect to treating, processing, metering, storing, or otherwise utilizing SEWRF Wastewater, and interconnecting to the County’s Wastewater Treatment System (together, the “**Project Facilities**”); and (b) undertaking other activities and uses directly related thereto and necessary for Lessee’s performance of the Performance Contract, but only in each case to the extent such activities and uses are not inconsistent with the Performance Contract, this Lease, or Applicable Law For purposes of this Lease, “**Lessee’s Operations**” means only the activities expressly authorized by this Lease and necessary for Lessee’s performance under the Performance Contract, as limited by this Lease.

3. Term.

This Lease will be in effect from the Effective Date and run concurrently with the Performance Contract (such period, the “**Term**”) and will terminate automatically when the Performance Contract terminates without further action by either Party. Notwithstanding the foregoing, if Lessee is delayed in achieving the Commercial Operations Date as a result of the County's failure to timely provide the electrical service, site access, or other County deliverables under this Lease or the Performance Contract, Lessee's obligations that are measured from or dependent on the Effective Date, shall be extended day-for-day for the period of such delay. Any continued access, occupancy, use, removal, restoration, surrender, indemnity, insurance, reimbursement, public-records, confidentiality, lien-removal, documentation, or other obligation that by its nature should survive expiration or termination shall survive to the extent necessary to give effect to such obligation and to protect County’s ownership, operations, regulatory compliance, public obligations, and rights under this Lease and the Performance Contract. Any post-termination rights of Lessee shall be limited to the extent County determines necessary for Lessee to perform surviving obligations and shall remain subject to County’s operational,

safety, security, access-control, regulatory, environmental, and other requirements. Lessee's indemnification and insurance obligations shall remain in effect until the later of Lessee's completion of all restoration, removal, surrender, reimbursement, documentation, and other surviving obligations, Lessee's vacation of the Landfill, removal of all Lessee property from the Landfill, completion of all restoration obligations, and satisfaction of all surviving obligations under this Lease and the Performance Contract.

4. Rent.

As consideration solely for the limited leasehold, access, and easement rights expressly granted to Lessee herein, Lessee shall pay to County annual rent of one dollar (\$1.00) ("**Rent**"), due on the Effective Date and on the first day of each calendar year of the Term thereafter. Payment of Rent shall not expand Lessee's rights, create any exclusive or possessory interest beyond those expressly granted herein, limit County's reserved rights, or affect Lessee's separate payment, reimbursement, indemnity, restoration, insurance, tax, utility, lien-removal, or other obligations under this Lease or the Performance Contract. Lessee may pay all Rent due throughout the Term in a single aggregate sum at any time.

5. Lessee's Obligations.

a. General Obligations.

Lessee's use of the Project Site and the Easement Areas shall be limited to those activities directly related to, and necessary for, Lessee's performance of its obligations, and enjoyment of its rights, pursuant to the Performance Contract, as limited and controlled by this Lease, and shall comply with all Applicable Laws. Lessee shall obtain all Permits, licenses, and like approvals in connection with its activities under the Performance Contract and this Lease. Notwithstanding anything to the contrary herein or in the Performance Contract, the Project and any personal property caused to exist on the Project Site shall, as between the Parties, be and remain Lessee's personal property and not fixtures of the Landfill, except as explicitly stated otherwise in the Performance Contract and only to the extent not inconsistent with this Lease. During the Term, Lessee shall, at its sole cost and expense, keep and maintain the Project, Project Site, Easement Areas, and any affected portions of the Landfill in an orderly, clean, safe, legally compliant, and well-maintained condition and in good working order, repair, and condition, as required by Applicable Law, applicable Permits, this Lease, the Performance Contract, and County's safety, security, traffic, operational, environmental, access-control, and regulatory requirements. Ordinary wear and tear shall be excepted only to the extent such wear and tear does not impair safety, regulatory compliance, County operations, County property, the Landfill, the Project Site, the Easement Areas, or County's rights under this Lease or the Performance Contract.

b. Survey and Property Descriptions.

Prior to the start of any construction, construction preparation, mobilization, staging, installation, or other physical activity on the Project Site or within any Easement Area, whichever occurs first, Lessee shall have prepared, at its sole cost and expense, a survey of the Project Site and Easement Areas ("**Survey**") showing, at a minimum, (a) the precise location and boundaries of the Project Site and each Easement Area, (b) surveyed metes and bounds descriptions of the Project Site and Easement Areas, (c) all access routes, utility routes, encroachments, improvements, and material site features relevant to Lessee's proposed use, and (d) any other information reasonably requested by County to confirm the location and scope of the rights granted herein. No Survey, exhibit, drawing, depiction, metes and bounds description, Project document, or Performance Contract attachment shall define, modify, expand, relocate, burden, or otherwise affect the Project Site or any Easement Area for purposes of this Lease unless approved by County in writing and incorporated into this Lease by amendment if required herein. County's failure to object to any Survey shall not be deemed a waiver of County's ownership rights, regulatory obligations, reserved rights, or right to require correction of any error, encroachment, operational conflict, safety issue, or inconsistency with this Lease, the Performance Contract, Applicable Law, applicable Permits, or County's operational requirements. If County approves a Survey in writing and the Project Site or Easement Areas depicted in the Survey differ from those depicted in the Exhibits to this Lease, the Parties shall execute an amendment to this Lease causing the approved Survey to become Exhibit B and Exhibits C-1 through C-3, as applicable, in replacement of any then-existing such exhibits. Any amendment shall be approved by the Board prior to becoming effective.

c. Inspection Rights and Emergencies.

County, its agents, and the representatives of any governmental authority may enter the Project Site and any Easement Area from time to time during customary business hours, or at any other time as County determines necessary or appropriate for safety, operational, regulatory, inspection, emergency, compliance, public health, environmental, Landfill-related, or other governmental or public purposes, to examine the Project Site or Easement Areas, confirm Lessee's compliance herewith, protect County property or operations, or satisfy County's governmental or regulatory obligations. For purposes of this Lease, "**Emergency Condition**" means any actual, threatened, imminent, or reasonably perceived condition, event, circumstance, release, discharge, damage, failure, outage, obstruction, access issue, safety concern, regulatory concern, environmental concern, operational conflict, or other matter that County reasonably determines requires immediate or prompt action to protect persons, property, the Landfill, the Project Site, any Easement Area, County operations, public health or safety, regulatory compliance, or the environment. County may take any action it determines necessary or appropriate to avoid, respond to, resolve, or mitigate any Emergency Condition.

d. Liens.

- i. Lessee, its contractors, subcontractors, suppliers, vendors, agents, invitees, and all other persons or entities acting by, through, or under Lessee shall not do, permit, or suffer any act that could encumber, cloud, impair, or otherwise affect County's fee simple title in and to the Landfill, including the Project Site and Easement Areas. Lessee shall notify all contractors, subcontractors, suppliers, vendors, and other persons providing work, labor, services, materials, equipment, or improvements in connection with Lessee's Operations that County's fee interest in the Landfill, Project Site, and Easement Areas shall not be subject to any lien, claim, charge, or encumbrance arising from Lessee's Operations or from any express or implied contract with Lessee. Any claim to or lien upon the Project Site or Easement Areas arising from any act or omission of Lessee or any person acting by, through, or under Lessee shall accrue only against Lessee's limited leasehold or easement interest, if any, and shall remain subject and subordinate to County's paramount title, ownership, reserved rights, and governmental, regulatory, operational, and public obligations. If any lien, claim, charge, or encumbrance is filed, asserted, or threatened against the Landfill, Project Site, Easement Areas, or County's interest therein by reason of Lessee's Operations or any act or omission of Lessee or any person acting by, through, or under Lessee, Lessee shall, at its sole cost and expense, cause such lien, claim, charge, or encumbrance to be satisfied, bonded off, released, discharged, or otherwise removed of record within thirty (30) days after Lessee receives notice thereof, or sooner if County determines that earlier action is necessary to protect County's title, operations, financing, regulatory compliance, public obligations, or other interests. Failure to timely satisfy, bond off, release, discharge, or remove any such lien, claim, charge, or encumbrance shall constitute an Event of Default. County's interest in the Landfill, Project Site, and Easement Areas shall not be subject to, and County shall not be liable for or bound by, any lien, claim, charge, or encumbrance arising from Lessee's Operations or from improvements made by or for Lessee.
- ii. The Parties shall execute a Memorandum of Lease on a form mutually agreed to by the Parties and approved by County, which Lessee shall record in the Official Records of the Clerk of the Circuit Court for Manatee County at Lessee's sole cost and expense. The Memorandum of Lease shall not define, expand, modify, interpret, supplement, or create any rights beyond those expressly granted in this Lease and shall state that Lessee's rights are limited, subordinate to County's fee ownership and reserved rights, and subject to the terms and conditions of this Lease and the Performance Contract, as limited and controlled by this Lease. If the Memorandum of Lease or any recorded instrument is inconsistent with this Lease, this Lease shall control as between the Parties. Upon the expiration or earlier

termination of this Lease, County may execute and record, without Lessee's joinder, a notice of expiration, termination, release, or other instrument evidencing the termination of Lessee's rights under this Lease.

e. Utilities.

- i. County shall cooperate with Lessee's efforts in obtaining any temporary or permanent utility services requested by Lessee to the extent that such cooperation does not interfere with County's ownership, operation, maintenance, permitting, regulatory compliance, or use of the Landfill. Any easement, right of way, utility access, or related right requested by Lessee or a utility provider shall be subject to County's prior written approval, which shall be granted, conditioned, or withheld in County's reasonable discretion.
- ii. Pursuant to the Performance Contract, the County shall provide a dedicated and separately metered electrical utility service required for the Project including installation of a 1,200-amp electrical service, transformer, service drop, metering, and utility-side infrastructure. The County shall use commercially reasonable and diligent efforts, to complete installation of the electrical service infrastructure as promptly as reasonably practicable following the Effective Date. Because the Commercial Operations Date cannot be achieved until electrical service is available, any delay in the availability of electrical service that is attributable to the County shall extend, on a day-for-day basis, each of CIP Solutions' deadlines, milestones, and obligations under this Lease and the Performance Contract that are dependent on or measured from the Effective Date, and no such delay shall constitute or contribute to a CIP Solutions default. The Parties shall cooperate in good faith to establish an anticipated electrical service in-service date once known, but the absence of a fixed date shall not limit CIP Solutions' day-for-day extension for County-attributable delay.
- iii. County shall be responsible for establishing electrical utility accounts associated with operation of the Project Site only to the extent required by the Performance Contract. Lessee shall reimburse County for all metered electricity specific to the Project, together with any taxes, fees, charges, adjustments, penalties, deposits, administrative charges, or other amounts charged to County in connection with such Project-related electricity, unless expressly excluded by the Performance Contract. County shall provide available details regarding monthly electrical usage and costs when submitting an invoice for reimbursement. Lessee shall pay each electrical reimbursement invoice within fifteen (15) days after receipt.
- iv. During the Term, Lessee shall pay directly to the appropriate utility provider all bills for utility services used by or attributable to Lessee,

the Project, the Project Site, or Lessee's Operations, other than electrical utility services initially provided through County accounts and reimbursed by Lessee as provided above. If any utility service is not separately metered, Lessee shall reimburse County for the portion of such utility service that County determines is attributable to Lessee, the Project, the Project Site, or Lessee's Operations within fifteen (15) days after Lessee's receipt of an invoice therefor. Lessee shall not install, modify, relocate, connect, disconnect, or materially change any utility service, meter, line, equipment, or related facility affecting the Landfill, Project Site, or Easement Areas without County's prior written approval.

f. Project Site, Easement Areas, Landfill-Affected Areas, and Related Restoration.

- i. Upon the termination or expiration of this Lease Lessee shall, at its sole cost and expense, restore the Project Site, Easement Areas, and any other portion of the Landfill or County property affected by Lessee, Lessee's Operations, the Project, any Project Facilities, any utility work, any access activity, or any act or omission of Lessee or any person acting by, through, or under Lessee. Such restoration shall include, without limitation, removal of Lessee's property and improvements to the extent required by County, repair of any damage or disturbance, stabilization of affected areas, closure or securing of any openings or penetrations, restoration of access routes and utility areas, removal and lawful disposal of debris, waste, materials, equipment, and any Hazardous Substances introduced, released, disturbed, or exacerbated by Lessee, and completion of any testing, monitoring, permitting, reporting, engineering, environmental, or other work County determines necessary or appropriate. All restoration shall be performed in a manner, scope, schedule, and condition satisfactory to County, in compliance with Applicable Law, applicable Permits, this Lease, the Performance Contract, and County's operational, safety, security, environmental, access-control, regulatory, and Landfill-related requirements, and shall restore the affected areas to at least substantially the same condition that existed on the Effective Date, or such better condition as County determines necessary to protect County's interests, regulatory compliance, operations, property, or the environment. Ordinary wear and tear shall be excepted only to the extent such wear and tear does not impair safety, regulatory compliance, County operations, County property, environmental conditions, or the condition, use, closure, post-closure care, permitting, or regulatory status of the Landfill, Project Site, or Easement Areas. County may require Lessee to submit restoration plans, schedules, contractor information, permits, insurance evidence, test results, certifications, lien releases, closeout documentation, and other information County determines necessary before, during, or after restoration. County hereby grants to Lessee a limited, nonexclusive,

revocable license to enter onto the Landfill, Project Site, and Easement Areas after expiration or termination solely to the extent County determines necessary for Lessee to fulfill such obligations, and subject at all times to County's operational, safety, security, regulatory, environmental, access-control, scheduling, escort, insurance, indemnity, lien-removal, reimbursement, and other requirements. If Lessee fails to timely or properly perform any restoration obligation, County may perform or cause the performance of such work without waiving any Event of Default, and Lessee shall reimburse County for all costs and expenses incurred by County in connection therewith, including administrative, oversight, legal, engineering, environmental, permitting, testing, monitoring, disposal, restoration, repair, replacement, professional-service, and contractor costs.

- ii. Restoration Enforcement. Without limiting any other right or remedy of County, County may enforce Lessee's restoration obligations by any one or more of the following means: (a) requiring Lessee to commence, diligently pursue, modify, accelerate, suspend, or complete restoration work within the deadlines, sequencing, access limitations, and conditions specified by County; (b) requiring Lessee to provide restoration plans, schedules, budgets, contractor qualifications, permits, evidence of insurance, bonds or other financial assurances if available under the Performance Contract or Applicable Law, test results, certifications, lien releases, closeout documentation, and other documentation County determines necessary; (c) withholding, conditioning, suspending, or limiting Lessee's access to the Landfill, Project Site, or Easement Areas until County is satisfied that restoration can be performed safely, lawfully, and without impairing County operations, regulatory compliance, public health or safety, property, or the environment; (d) performing or causing the performance of any restoration, removal, repair, testing, monitoring, disposal, permitting, engineering, environmental, legal, administrative, oversight, or other related work if County determines that Lessee has failed to timely or properly perform, that prompt action is necessary or appropriate, or that Lessee's proposed work is insufficient to protect County's interests; and (e) recovering from Lessee all costs and expenses incurred by County in connection with the foregoing, whether incurred before or after expiration or termination of this Lease. Amounts payable by Lessee under this Section shall be due within fifteen (15) days after Lessee's receipt of County's invoice and available supporting documentation, shall constitute additional amounts due under this Lease, and shall survive expiration or termination. County may pursue injunctive relief, specific performance, and/or declaratory relief, to the extent permitted by the Performance Contract and Applicable Law. Exercise of any enforcement right shall not waive any Event of Default, release Lessee from any obligation, limit County's indemnity or reimbursement rights, or require County to

perform any restoration work before pursuing Lessee for performance or payment. All rights and remedies under this Section are cumulative.

- iii. At the termination or expiration of this Lease, Lessee shall surrender the Project Site, Easement Areas, and any affected portions of the Landfill free and clear of all liens, claims, encumbrances, debris, waste, equipment, materials, personal property, hazardous substances introduced or released by Lessee, and other conditions arising from Lessee's Operations, and in a safe, clean, orderly, restored, and legally compliant condition satisfactory to County. County's acceptance of surrender shall not waive any claim, remedy, indemnity, reimbursement right, restoration obligation, or other right of County under this Lease, the Performance Contract, Applicable Law, or applicable Permits.

6. County's Obligations.

County covenants for itself and its agents, employees, representatives, contractors, successors, and assigns that, subject at all times to County's ownership of the Landfill, County's governmental and regulatory duties, County's reserved rights under this Lease and the Performance Contract, Applicable Law, applicable Permits, and County's continuing operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, development, modification, closure, post-closure care, or other use of the Landfill, County will not intentionally and without lawful or contractual basis prevent Lessee from exercising the limited rights expressly granted to Lessee under this Lease and the Performance Contract. No action, inaction, condition, restriction, interruption, delay, rerouting, access control, suspension, relocation, modification, maintenance activity, emergency response, regulatory compliance measure, operational decision, or other exercise of County's rights or obligations shall constitute a breach of this Section, or give rise to any liability of County, if County reasonably determines that such matter is necessary for Landfill ownership, operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, protection of persons or property, compliance with Applicable Law or applicable Permits, or any other governmental, regulatory, operational, public, or environmental purpose. Lessee acknowledges that its rights under this Lease are limited, nonexclusive where applicable, subordinate to County's fee ownership and reserved rights, and subject to temporary or permanent limitations imposed by County in accordance with this Lease, the Performance Contract, Applicable Law, applicable Permits, and County's responsibilities as owner and operator of the Landfill.

7. Representations and Warranties.

- a. Each Party represents and warrants to the other Party that:
 - i. In the case of Lessee, it is validly existing and duly organized and in good standing under the laws of the state of Florida, and is licensed to do business in the State of Florida; and
 - ii. In the case of County, it is a political subdivision of the State of Florida, duly organized and validly existing; and
 - iii. It has full power and authority to execute, deliver, and perform under this Lease, and the execution, delivery, and performance hereof have been duly and validly authorized by all necessary action on its part, and will not violate (i) in the case of Lessee, the articles of organization, operating agreement, or other organizational documents of it, and (ii) in the case of the County, will not conflict with, or constitute a breach of or default under, any law, or any administrative regulation, consent decree, ordinance, resolution or any agreement or other instrument to which the County is subject, and (iii) in the case of each Party, will not violate any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which it or its assets are bound; and
 - iv. This Lease constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally; and
 - v. No suit, action, or arbitration, or legal, administrative, or other proceeding, is pending or has been threatened against it that would have a material adverse effect on the validity or enforceability of this Lease or its ability to fulfill its obligations hereunder, or that could result in any material adverse change in its business or financial condition; and
- b. County represents and warrants to Lessee that, during the Term and subject and subordinate at all times to this Lease, the Performance Contract, Applicable Law, applicable Permits, County's reserved rights, County's governmental and regulatory duties, and County's ownership, operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, development, modification, closure, post-closure care, and use of the Landfill, Lessee may possess and use the Project Site solely for the purposes expressly permitted herein. No action, inaction, condition, restriction, interruption, delay, rerouting, access control, suspension, relocation, modification, maintenance activity, emergency response, regulatory compliance measure, operational decision, or other exercise of

County's rights or obligations shall breach this representation or warranty, interfere with Lessee's possession or use, or give rise to any liability of County, if County reasonably determines that such matter is necessary for any governmental, regulatory, operational, public, safety, security, emergency, compliance, Landfill-related, or environmental purpose.

8. No State or County Obligation.

- a. This Lease does not constitute a debt, liability, or obligation of the State of Florida, County, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, or result in a pledge of or lien upon any revenues of County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.
- b. County's obligations under this Lease are subject at all times to the availability of funds lawfully appropriated by the Board for such purposes and to the availability of any applicable contract, grant, or other legally available funding. Nothing in this Lease shall be construed as a pledge of County revenues, a commitment of future appropriations, or an obligation of County beyond funds lawfully appropriated and available for such purpose. If funds are not appropriated, are withdrawn, are terminated, or are otherwise unavailable, County may terminate this Lease and any related obligations without being deemed in default and without liability to Lessee, except to the extent expressly required by law. Upon any such termination, the Parties' rights and obligations under this Lease shall terminate except for obligations that expressly survive or that by their nature must survive, including Lessee's Termination Compensation and removal rights and indemnity, insurance, public records, lien removal, reimbursement, restoration, restoration enforcement, surrender, removal of Lessee's property, County access, County reserved rights, no waiver of sovereign immunity, limitation of liability, and accrued payment, performance, documentation, or compliance obligations.

9. Hazardous Materials and Environmental Matters.

- a. During the Term, and without waiving County's sovereign immunity or expanding County's liability beyond the limits of Section 768.28, Florida Statutes, each Party shall comply with all Applicable Laws relating to the receipt, handling, use, storage, transportation, generation, discharge, release, and disposal of any Hazardous Substance to the extent arising from or attributable to such Party's activities under this Lease. Lessee shall be solely responsible for, and shall indemnify, defend, reimburse, and hold harmless County and its officers, employees, agents, representatives, successors, and assigns from and against, any and all losses, claims, demands, liabilities, damages, fines, penalties, enforcement actions, cleanup obligations, remediation costs, testing, monitoring, reporting,

engineering, legal, consultant, administrative, and other costs or expenses to the extent arising from or attributable to (a) any Hazardous Substance introduced, released, discharged, generated, handled, used, stored, transported, disposed of, disturbed, exacerbated, migrated, or allowed to migrate by Lessee or any person acting by, through, or under Lessee; (b) Lessee's Operations, the Project, the Project Facilities, the Project Site, the Easement Areas, or any utility, access, construction, removal, restoration, or other activity undertaken by or for Lessee; (c) Lessee's failure to comply with Applicable Law, applicable Permits, this Lease, the Performance Contract, or County environmental, safety, operational, or regulatory requirements; or (d) any act or omission of Lessee or any person acting by, through, or under Lessee. County shall not be responsible for, and Lessee assumes the risk of, any pre-existing, latent, known, unknown, disclosed, undisclosed, or naturally occurring Hazardous Substance, environmental condition, Landfill condition, regulatory condition, leachate condition, groundwater condition, soil condition, gas condition, waste condition, or other condition at, on, under, from, or affecting the Landfill, Project Site, or Easement Areas, except to the extent caused solely by County's own negligent or wrongful act after the Effective Date or arising from the pre-existing condition of the Landfill not caused or exacerbated by Lessee, and only to the extent liability is not barred or limited by Applicable Law, Section 768.28, Florida Statutes, sovereign immunity, appropriations law, or any other limitation, defense, or immunity available to County. Prior to commencing construction, CIP Solutions shall have the right, at its sole cost, to inspect, sample, test, and photograph the Project Site and Easement Areas to document a baseline record of pre-existing conditions, and the County shall provide reasonable access for such purpose. Such baseline record shall, absent manifest error, serve as evidence of the condition of the Project Site and Easement Areas as of the Effective Date for purposes of CIP Solutions' restoration and environmental obligations, and CIP Solutions shall bear no responsibility for any pre-existing condition documented therein. County shall have no indemnification obligation except to the limited extent expressly required by Applicable Law and Section 768.28, Florida Statutes, and only from legally available and lawfully appropriated funds.

- b. Each Party shall promptly notify the other Party upon the notifying Party becoming aware, with respect to the Landfill, the Project Site, or the Easement Areas, of: (a) any enforcement, cleanup, or other regulatory action taken or threatened against either Party by any government entity with respect to the presence of any Hazardous Substance, (b) any demands or claims made or threatened by any person against either Party relating to any loss or injury resulting from any Hazardous Substance, (c) any unlawful release, discharge, or non-routine, improper, or unlawful disposal or transportation of any Hazardous Substance, and/or (d) any matters where

either Party is required by Applicable Laws to give a notice to any governmental entity with respect to Hazardous Substance.

THE LANDFILL, PROJECT SITE, EASEMENT AREAS, AND ALL AREAS, FACILITIES, ACCESS ROUTES, UTILITIES, ENVIRONMENTAL CONDITIONS, REGULATORY CONDITIONS, AND OTHER CONDITIONS RELATING THERETO ARE BEING MADE AVAILABLE TO LESSEE IN "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" AS OF THE DATE OF THIS LEASE. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE OR THE PERFORMANCE CONTRACT, AS LIMITED AND CONTROLLED BY THIS LEASE, COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITY, REGARDING THE CONDITION, STATE OF REPAIR, SUITABILITY, ACCESSIBILITY, AVAILABILITY, VALUE, EXPENSE OF OPERATION, INCOME POTENTIAL, COMPLIANCE OR NON-COMPLIANCE WITH APPLICABLE LAW, PERMITTING STATUS, REGULATORY STATUS, ENVIRONMENTAL CONDITION, SOIL CONDITION, GROUNDWATER CONDITION, LEACHATE CONDITION, GAS CONDITION, WASTE CONDITION, HAZARDOUS SUBSTANCE CONDITION, OR ANY OTHER FACT OR CONDITION AFFECTING THE LANDFILL, PROJECT SITE, EASEMENT AREAS, OR ANY PORTION THEREOF. LESSEE ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS LEASE AFTER FULL INVESTIGATION, OR WITH THE OPPORTUNITY TO CONDUCT SUCH INVESTIGATION AS LESSEE DEEMS NECESSARY, AND HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, COVENANT, OR PROMISE OF COUNTY EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS LEASE OR THE PERFORMANCE CONTRACT, AS LIMITED AND CONTROLLED BY THIS LEASE. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE WAIVES AND RELEASES COUNTY FROM ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE CONDITION, OPERATION, ACCESSIBILITY, AVAILABILITY, ECONOMIC PERFORMANCE, ENVIRONMENTAL CONDITION, REGULATORY CONDITION, OR LEGAL STATUS OF THE LANDFILL, PROJECT SITE, EASEMENT AREAS, OR ANY PORTION THEREOF, INCLUDING CLAIMS RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES OR MATERIALS UNDER ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL LAW, EXCEPT ONLY TO THE LIMITED EXTENT SUCH CLAIMS ARE CAUSED SOLELY BY COUNTY'S OWN NEGLIGENT OR WRONGFUL ACT AFTER THE EFFECTIVE DATE AND ARE NOT BARRED OR LIMITED BY APPLICABLE LAW, SECTION 768.28, FLORIDA STATUTES, SOVEREIGN IMMUNITY, APPROPRIATIONS LAW, OR ANY OTHER LIMITATION, DEFENSE, OR IMMUNITY AVAILABLE TO COUNTY.

10. Taxes.

Lessee shall pay when due any and all taxes, assessments, charges, fees, fines, penalties, interest, and similar governmental or utility impositions arising from or attributable to Lessee, Lessee's property, the Project, the Project Site, the Easement Areas, Lessee's Operations, or Lessee's rights under this Lease or the Performance Contract (collectively, "Taxes"). Lessee shall reimburse County for any Taxes paid or incurred by County to the extent arising from or attributable to Lessee, Lessee's property, the Project, the Project Site, the

Easement Areas, Lessee's Operations, or Lessee's rights under this Lease or the Performance Contract, within fifteen (15) days after Lessee's receipt of an invoice and available supporting documentation. Lessee shall indemnify, defend, and hold harmless County from and against any Taxes for which Lessee is responsible. Nothing in this Section shall obligate County to pay Taxes for which Lessee is responsible, waive any exemption or immunity of County, or limit County's right to contest any Taxes in good faith. Lessee remains responsible for all federal, state, and local taxes imposed upon Lessee under Applicable Law, including personal property, real property, sales, service, income, utility, or other taxes.

11. Default and Remedies.

a. Events of Default.

An "**Event of Default**" hereunder means a Party's failure to perform, or breach of, any material term, provision, condition, covenant, warranty, representation, or promise expressly applicable to such Party under this Lease which, unless another period is specified herein or in the Performance Contract with respect to such failure or breach, continues beyond thirty (30) days after the defaulting Party receives written notice of such failure or breach ("**Notice of Default**") from the non-defaulting Party. If an Event of Default by Lessee cannot be cured within the applicable cure period and cannot be cured by the payment of money, such period may be extended only to the extent County determines necessary and appropriate, but not more than ninety (90) days from the date Lessee receives the relevant Notice of Default, and only if Lessee is diligently and continuously pursuing such cure and the continued default does not impair safety, regulatory compliance, County operations, the Landfill, the Project Site, any Easement Area, County's rights, restoration, surrender, title, access, public obligations, or the environment.

b. Remedies.

Upon the occurrence of an Event of Default by Lessee, County may exercise any one or more remedies available under this Lease, the Performance Contract, Applicable Law, applicable Permits, or equity, including termination, suspension or limitation of Lessee's rights, access control, specific performance, injunctive relief, declaratory relief and any other remedy available at law or in equity. If an Event of Default remains uncured by the expiration of the applicable notice and cure period, the non defaulting Party will have the right to terminate this Lease by providing written notice to the other Party.

c. Limitation of Liability.

Excluding only Lessee's obligations with respect to indemnity, reimbursement, restoration, removal, surrender, lien removal,

environmental matters, Taxes, utilities, public records, statutory compliance, and other obligations owed to County under this Lease or the Performance Contract, and excluding the County's obligation to pay Termination Compensation and other amounts due under the Performance Contract, and except only to the extent expressly required by Applicable Law, neither Party will be liable to the other for any consequential, speculative, punitive, exemplary, future, incidental, special, or indirect damages, including lost profits, lost revenues, loss of business opportunity, diminution in value, financing costs, or similar damages. Nothing in this Section shall expand County's liability beyond the remedies expressly available under this Lease, the Performance Contract, Applicable Law, and the limitations of Section 768.28, Florida Statutes, nor shall this Section be construed as a waiver of County's sovereign immunity, budgetary limitations, appropriation requirements, defenses, immunities, or limitations on liability. Any payment, compensation, reimbursement, abatement, credit, offset, extension, termination payment, lost-revenue claim, lost-profit claim, or other monetary or equitable remedy claimed by Lessee as a result of any alleged County default, delay, act, omission, restriction, access limitation, utility issue, regulatory action, operational decision, funding limitation, or other matter shall be available only to the extent expressly authorized by the Performance Contract or this Lease, approved and appropriated as required by law, and not barred or limited by Applicable Law, this Lease, County's reserved rights, Section 768.28, Florida Statutes, sovereign immunity, or any other limitation, defense, or immunity available to County. County shall not be liable for any claim arising from County's exercise of reserved rights, regulatory or governmental duties, Landfill operations, emergency response, public-health or safety obligations, access control, funding or appropriation limitations, or compliance with Applicable Law or applicable Permits.

d. Effects of Termination.

Without further expense to County, Lessee shall, within the period specified by County and in no event later than six (6) months after the termination or expiration of this Lease unless County approves a shorter or longer period in writing, remove all Lessee property, improvements, equipment, materials, waste, debris, utilities, Project Facilities, and other items placed, installed, used, stored, released, generated, or caused to exist by or for Lessee, whether above-grade or below-grade, from the Project Site, Easement Areas, and any affected portions of the Landfill, and shall seal, cap, secure, restore, and make safe any openings, penetrations, disturbed areas, utility corridors, access routes, or other affected areas caused by such removal or by Lessee's Operations. Any post-termination lease, license, easement, access, or occupancy rights shall continue only to the extent County determines necessary for Lessee to complete County-approved removal, restoration, surrender, and closeout obligations, shall be revocable and nonexclusive, shall be without cost or liability to County, and shall remain subject at all times to County's access, safety, security, operational, traffic,

scheduling, escort, insurance, indemnity, lien-removal, regulatory, environmental, and Landfill-related requirements. If Lessee fails to timely or properly perform any removal, restoration, surrender, closeout, or related obligation, County may, without notice except as County determines practicable, perform or cause performance of such work, dispose of or store Lessee's property or materials as County determines appropriate, and recover from Lessee all costs and expenses incurred by County in connection therewith, including administrative, legal, engineering, consultant, environmental, permitting, testing, monitoring, disposal, storage, restoration, repair, replacement, professional-service, contractor, oversight, access-control, and enforcement costs. Any Lessee property not removed within the applicable period may, at County's election and without limiting County's remedies, be deemed abandoned ; provided that County shall not deem abandoned, dispose of, or take title to any Project Facilities, treatment equipment, or media of material value without first providing Lessee not less than thirty (30) days' written notice and a reasonable opportunity to remove the same, except where County reasonably determines immediate action is required to address an Emergency Condition. but such deemed abandonment shall not relieve Lessee of any removal, restoration, reimbursement, indemnity, environmental, lien-removal, or other obligation. All obligations under this Section shall survive expiration or termination of this Lease.

12. Indemnity and Insurance.

a. Indemnity.

Lessee shall indemnify, defend, reimburse, and hold harmless County and its officers, employees, agents, representatives, successors, and assigns from and against any and all third-party claims, losses, liabilities, damages, fines, penalties, costs, expenses, demands, actions, proceedings, causes of action, judgments, and obligations, including legal, administrative, professional-service, consultant, engineering, environmental, testing, monitoring, restoration, removal, and enforcement costs, to the extent arising from or attributable to Lessee, Lessee's Operations, the Project, the Project Facilities, the Project Site, the Easement Areas, any Hazardous Materials or environmental matters, Taxes, utilities, reimbursement obligations, restoration, restoration enforcement, surrender, removal, lien removal, statutory compliance, or any act or omission of Lessee or any person acting by, through, or under Lessee, including negligence, willful misconduct, violation of Applicable Law, violation of applicable Permits, or breach of this Lease or the Performance Contract. County shall have no indemnification obligation except to the limited extent expressly required by Applicable Law and Section 768.28, Florida Statutes, and only from legally available and lawfully appropriated funds. Nothing in this Section shall waive or limit County's sovereign immunity, defenses, immunities, or statutory limitations of liability.

b. Insurance.

At all times during the Term, Lessee shall obtain and maintain all insurance coverage required by the Performance Contract, this Lease, Applicable Law, and County requirements, and shall provide evidence of such coverage to County upon request. County's insurance obligations, if any, shall be limited to any express self-insurance or risk-management obligations approved by County in writing and shall remain subject at all times to sovereign immunity, Section 768.28, Florida Statutes, legally available and lawfully appropriated funds, County policies, and Applicable Law. Nothing in this Lease or the Performance Contract shall require County to purchase commercial insurance, waive sovereign immunity, expand County liability, or create any third-party beneficiary rights unless expressly required by Applicable Law.

13. Assignment.

Lessee may not assign this Lease, in whole or in part, without County's prior written consent, which may be granted, conditioned, or withheld in County's sole discretion. County may assign this Lease, in whole or in part, without Lessee's consent to any successor governmental owner or operator of the Landfill or other public entity assuming ownership, operation, or regulatory responsibility for the Landfill.

14. Condemnation and Casualty.

a. Condemnation.

If, during the Term, there is a taking for any public or quasi-public use under any Applicable Laws or by right of eminent domain of the Landfill or any material portion of the Landfill that renders the remaining portion of the Project Site and Easement Areas unfeasible for use by Lessee, as determined by County in its reasonable discretion after consultation with Lessee, either Party shall have the right to terminate this Lease and the Performance Contract upon written notice, such termination to be effective at the time the condemning authority shall take actual possession of the affected portion of the Landfill. Such termination shall be without prejudice to the rights of either Party to recover compensation from the condemning authority for any loss or expense caused by such condemnation. The proceeds of any condemnation award shall be allocated and paid out as follows, and in the following order: first, County will receive the portion thereof allocable to its fee interest in the Landfill and any impairment of County's ownership, operation, maintenance, regulatory compliance, replacement, relocation, or use of the Landfill, as applicable; second, Lessee will receive any remaining portion thereof allocable solely to Lessee's compensable interest, if any, in the Project Site, but not in diminution of County's fee interest or Landfill-related recovery.

b. Casualty.

In the event of damage by fire or other casualty event to the Project Site or the Project that County determines renders the Project Site or Project infeasible for continued use or repair within ninety (90) days without impairing Landfill operations, regulatory compliance, public health or safety, property, or the environment, either Party may terminate this Lease and the Performance Contract upon thirty (30) days written notice to the other Party. Any repair, restoration, continued access, or continued use following a casualty shall be subject to County's prior written approval and County's operational, safety, security, regulatory, environmental, access-control, and other requirements. No County decision, restriction, interruption, delay, access control, suspension, denial, emergency response, regulatory compliance measure, operational decision, or other exercise of County's rights or obligations following a casualty shall constitute interference with Lessee's rights, breach of this Lease, or give rise to any liability of County, if County reasonably determines that such matter is necessary for any governmental, regulatory, operational, public, safety, security, emergency, compliance, Landfill-related, or environmental purpose.

15. Miscellaneous.

a. Survival.

In the event of any termination or expiration of this Lease, all provisions that expressly survive or that by their nature should survive shall survive to the extent permitted by law and to the extent necessary to protect County's rights and give effect to the Parties' obligations.

b. Force Majeure.

Neither Party will be responsible to the other Party for damages, loss, injury, or delay caused solely by a Force Majeure Event to the extent such Force Majeure Event actually prevents performance and the affected Party gives prompt notice and uses diligent efforts to mitigate the effect of such event. Notwithstanding the foregoing, Force Majeure shall not excuse or delay Lessee's payment, reimbursement, indemnity, insurance, public-records, statutory compliance, environmental, restoration, removal, surrender, safety, security, access-control, lien-removal, or other County-protective obligations, except to the limited extent County expressly agrees in writing or Applicable Law expressly requires otherwise.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, tropical storm, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different

nature, existing or future; provided that the cause, whether or not enumerated in this Lease, is beyond the control and without the fault or negligence of the Party seeking relief under this Lease. Notwithstanding the foregoing, no County governmental, regulatory, permitting, enforcement, emergency-response, operational, safety, security, environmental, public-health, public-welfare, access-control, funding, appropriation, or Landfill-related act, omission, condition, decision, requirement, restriction, or delay shall be construed to limit County's reserved rights, create any County obligation to accommodate Lessee, constitute a County default, or constitute a Force Majeure Event excusing Lessee's payment, reimbursement, indemnity, insurance, public-records, statutory compliance, environmental, restoration, removal, surrender, safety, security, access-control, lien-removal, or other County-protective obligations unless and only to the extent expressly required by Applicable Law.

Notwithstanding the foregoing, a change in the quantity, availability, composition, or quality of SEWRF Wastewater resulting from the County's delivery of wastewater materially exceeding the Minimum Influent Standard shall not be charged against Lessee, and no Force Majeure Event shall reduce Lessee's Minimum Volume Commitment credit or Termination Compensation rights under the Performance Contract except to the extent expressly provided therein.

c. No Waiver.

No waiver of any right, power, privilege, default, breach, or remedy under this Lease shall be effective unless in writing and signed by the Party against which the waiver is asserted. No delay, omission, course of dealing, acceptance of payment, approval, inspection, review, or failure to enforce any provision shall operate as a waiver of any right or remedy, and any waiver shall be limited to the specific matter expressly waived.

d. Severability.

If any term or provision of this Lease is held invalid, illegal, or unenforceable, the remainder of this Lease shall remain in full force and effect to the fullest extent permitted by law. To the extent permitted by law, the invalid, illegal, or unenforceable term or provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving, as nearly as possible, the Parties' intent and County's ownership, regulatory, operational, public, safety, environmental, and sovereign-immunity interests.

e. Independent Contractors.

The Parties will always be independent contractors of each other hereunder; there shall be no agency, partnership, employment, joint

venture, or like relationship formed between them by virtue of this Lease or their respective performance hereunder.

f. Third-Party Beneficiaries, Successors, and Assigns.

This Lease is solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to, and shall not, confer any rights, remedies, claims, or benefits on any third party not a signatory hereto. This Lease shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns, subject at all times to the assignment restrictions, County's reserved rights, and the limitations set forth herein.

g. Notices.

Any notice or communication required hereunder will be in writing and will be deemed received (i) three (3) days after mailing, if via first class U.S. mail, postage prepaid, or (ii) when shown, if sent via registered or certified mail, return receipt requested, in each case to the recipient at its address below. Communication via email shall not constitute legal notice and email addresses are provided as a courtesy. A Party may change its address for notice from time to time pursuant to this Section.

If to County:

Manatee County Government
Utilities Department
Attn: Director
3333 Lena Road
Bradenton, FL 34211
Email: patrick.shea@mymanatee.org

With a copy to:

Manatee County
County Attorney's Office
1112 Manatee Avenue West
Bradenton, FL 34205

If to Lessee:

CIP SOLUTIONS
Mark Stout, President
6230 University Parkway, Suite 201
Lakewood Ranch, Florida 34240
Email: mark.stout@cipsolutions.com

With a copy to:

Grimes Galvano, PL
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Bill Galvano, Esquire
Facsimile Number: (941) 748-0158
Telephone number: (941) 748-0151
Email: bgalvano@grimesgalvano.com

16. Amendment.

This Lease may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, extended, assigned, waived, or terminated, in whole or in part, other than as expressly provided herein, except by a written instrument executed by all Parties and approved by the Board to the extent required by law or County policy. No course of conduct, approval, inspection, review, notice, email communication, oral statement, or administrative act shall amend this Lease or waive any County right unless expressly set forth in such written instrument.

17. Governing Law and Venue.

This Lease and any dispute arising hereunder shall be governed by the laws of the State of Florida, excluding its conflicts of law rules. Venue shall be in the 12th Judicial Circuit Court of the State of Florida, Manatee County Division, unless removed to the Federal Middle District of Florida, Tampa Division. The Parties irrevocably submit to the jurisdiction of such courts.

18. Public Records.

Pursuant to Section 119.0701, Florida Statutes, to the extent Lessee is performing services on behalf of County, Lessee shall:

- a. Keep and maintain public records that would ordinarily be required by County to perform the service.
- b. Upon request from County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease and following completion of this Lease if Lessee does not transfer the records to County.

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

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Phone: 941.742.5845

Email: lacy.pritchard@mymanatee.org

Mail or hand delivery:

Attn: Records Manager

1112 Manatee Avenue West

Bradenton, FL 34205

19.No Waiver of Sovereign Immunity.

Nothing herein shall be interpreted as a waiver by County of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable statutes or immunities. County expressly reserves these rights to the full extent allowed by law. Nothing herein shall confer any right, benefit or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Lease. No term or condition contained in this Lease shall be construed or interpreted as (a) denying the County any remedy or defense available to it under the laws of Florida, (b) a waiver of sovereign immunity by the County beyond the limitations provided in Section 768.28, Florida Statutes, or (c) resulting in the imposition of liability on the County for which it would not otherwise by law be responsible.

20.Anti-Human Trafficking.

Lessee shall provide County with a sworn affidavit herein attached as Exhibit D to be signed by an officer or a representative of Lessee under penalty of perjury attesting that Lessee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes ("Anti-Human Trafficking Affidavit"). The Anti-Human Trafficking Affidavit must be provided to County on or before the Effective Date and at the commencement of each

renewal of the Term. This Lease shall not be effective unless and until County receives the Anti-Human Trafficking Affidavit.

21. Foreign Countries of Concern.

Pursuant to Section 287.138, Florida Statutes, Lessee must provide County with an affidavit signed by an officer or representative of Lessee under penalty of perjury attesting that Lessee does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes, is not owned by the government of a foreign country of concern, that a foreign country of concern does not have a controlling interest in Lessee, and that Lessee is not organized under the laws of or has its principal place of business in a foreign country of concern ("**Foreign Countries of Concern Affidavit**"). The Foreign Countries of Concern Affidavit must be in a form substantially similar to Exhibit E; provided, however, that Exhibit E and any affidavit delivered thereunder shall not modify, limit, or supersede any representation, covenant, default right, termination right, statutory compliance obligation, or County remedy set forth in this Lease or required by Applicable Law. This Lease shall not be effective unless and until County receives the Foreign Countries of Concern Affidavit from Lessee, and Lessee must provide an updated Foreign Countries of Concern Affidavit to County on or before the commencement of any renewal or extension of this Lease.

22. Non-Discrimination.

- a. Lessee shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of the Lease on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, is required to be included in the Lease by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- b. Lessee warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If

subcontracting is allowed and occurs under the Lease, Lessee agrees to include this provision in all subcontracts issued as a result of this Lease.

23. Scrutinized Companies.

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5), Florida Statutes, at the time a company or other entity submits a bid or proposal for a contract or before the company or other entity enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company or other entity must certify that the company or other entity is not participating in a boycott of Israel.

Entering into this Lease constitutes certification by Lessee that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Lessee further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Lessee acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Lessee further understands that the Lease with County for goods or services of any amount may be terminated at County's option if Lessee (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

24. Public Entity Crimes.

- a. The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in the Lease by Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- b. Lessee warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under the Lease, Lessee agrees to include this provision in all subcontracts issued as a result of this Lease.

25. E-Verify.

Lessee and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Lease, Lessee certifies that, if applicable and required by law, Lessee and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095(5), Florida Statutes. This article serves as notice to Lessee regarding the requirements of Section 448.095, Florida Statutes, and County's rights and obligations under Section 448.095 if County has a good faith belief that Lessee has knowingly violated Section 448.09(1), Florida Statutes. If this Lease is terminated pursuant to Section 448.095, Florida Statutes, Lessee will not be eligible for the award of a public contract for at least one (1) year after the date of such termination and will be liable for any additional costs incurred by County due to such termination.

26. No Development Rights Conferred.

The Parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Lease shall: (i) create any development rights in favor of Lessee; (ii) create, or otherwise acknowledge the existence of any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board pursuant to County

Ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the LDC, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

27. County Access.

In addition to the rights reserved to the County in this Lease and the Performance Contract, County and its employees and agents shall also have the right, upon such prior notice as County determines practicable under the circumstances, to access the Project and to review and inspect Lessee's Operations from time to time during the term of this Lease in a manner that does not unreasonably interfere with Lessee's Operations. Such review and approval shall create no warranties by County and shall be limited to the extent necessary to satisfy County that, in County's sole judgment, Lessee's Operations on the Project Site (a) comply with Applicable Law and the terms and conditions of this Lease, (b) do not affect or interfere with County, the Landfill, or County's operations at the Landfill except as expressly contemplated herein or in the Performance Contract, and (c) are limited to permitted uses. County shall comply with Lessee's written safety rules and requirements applicable to all persons that enter the Project only to the extent such rules and requirements do not conflict with County's rights, duties, policies, Applicable Law, applicable Permits, Landfill operations, regulatory obligations, emergency response, or other governmental or public purposes.

28. Legal Fees and Costs.

Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation or otherwise arising under this Lease.

29. Authority to Execute.

Each Party hereto covenants to the other Party that it has lawful authority to execute and enter into this Lease.

30. Counterparts.

This Lease may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the Parties.

[Signature page follows]

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

CHEMICAL INJECTION PARTNERS FLORIDA, LLC,
a Florida limited liability company

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

APPROVED by the Board with a quorum present and voting, on this _____, 2026.

**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: Board of County Commissioners

By: _____
Chairperson, Board of County Commissioners

Date: _____

ATTEST:

ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Exhibit A

Landfill

MANATEE COUNTY PARCEL #567110051

PARCEL "A" (FORMERLY PARCEL A&B): THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO: THE N1/2 OF THE NW1/4 OF SEC 6, AND ALL OF SEC 31, TWN 34 S, RNG 19 E; LESS THAT PART OF SEC 31, LYING E OF A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, PARCEL "B": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THE PROPERTY; LESS THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6, LYING NLY OF A LN WHICH IS THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6 LYING ELY OF A LN WHICH IS PAR WITH & 1690 FT ELY OF THE E LN OF THE NW1/4 OF SD SEC 6 & ANY NLY OR SLY EXT THEREOF, ALSO THAT PART OF SEC 7, TWN 35 S, RNG 19 E LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THROUGH THE PROPERTY; PARCEL "C": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N LN OF SD SEC 6, & BOUNDED ON THE W BY THE E LN OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE S BY THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT ELY OF & PAR WITH THE E LN OF THE NW1/4 OF SD SEC 6, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N BY THE N LN OF SD SEC 31, & BOUNDED ON THE W BY A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE E BY A LN, WHICH LIES 300 FT ELY OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING ON THE N BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE W BY THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY THE S LN OF SEC 31, TWN 34 S, RNG 19 E, (ALSO BEING THE N LN OF SEC 6, TWN 35 S, RNG 19 E) & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT E OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E; PARCEL "D" (FORMERLY ADAMS PROPERTY): THE N1/2 OF THE NE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS ANY PORTION CONVEYED TO E & W COAST RAILWAY IN (DB 61 PG 547); SUBJECT TO R/W AGREEMENT REC IN (485/250) & SUBJECT TO EASMNT TO FPL CO REC IN (981/3999); PARCEL "E" (OLD GUN CLUB): S1/2 OF NE1/4 SUBJECT TO EASMNT AS DESC IN (485/242); PARCEL "F" (KNOWN AS WWTP): THE N 30 AC OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS THE W 330 FT OF FPL CO EASMNT, MORE PARTICULARLY DESC AS FOL: BEG AT THE NE COR OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E; TH N 89 DEG 31 MIN 38 SEC W, ALG THE N LN OF SD SE1/4, 2320.99 FT TO THE INT WITH THE E LN OF A 330 FT WIDE FPL CO EASMNT; TH S 00 DEG 19 MIN 24 SEC W, ALG SD E EASMNT LN, PAR TO THE W LN OF SD SE1/4 & 330 FT ELY THEREFROM, 562.92 FT; TH S 89 DEG 31 MIN 38 SEC E, PAR TO THE N LN OF SD

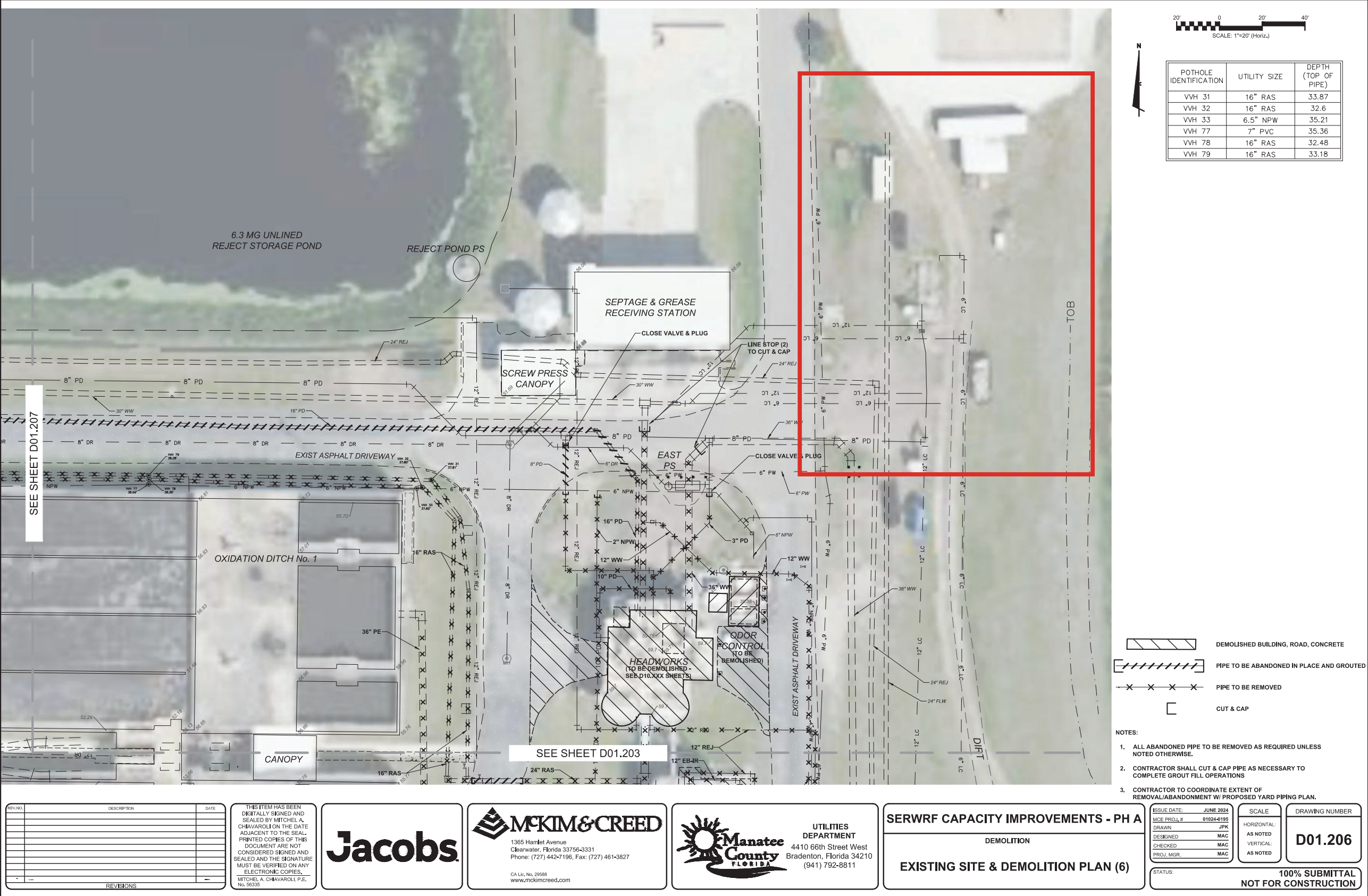
SE1/4, 2321.97 FT TO THE INT WITH THE E LN OF SD SE1/4; TH N 00 DEG 13 MIN 25 SEC E, ALG SD E LN, 562.92 FT THE POB, BEING & LYING IN THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, CONT 30 AC M/L; PARCEL "G" (UNDEVELOPED PROPERTY): THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS 30 AC PREVIOUSLY CONVEYED TO MAN CO, REC IN (947/1386), SUBJECT TO FPL CO EASMNT AS DESC IN (1006/2513); "H": ALSO BEGING AT THE NE COR OF SEC 12, TWN 35 S, RNG 18 E, TH N 89 DEG 30 MIN 21 SEC W ALG THE SEC LN BETWEEN SECS 1&12, TWN 35 S, RNG 18 E, A DIST OF 2655.59 FT M/L TO A CONC MON ON THE W LN OF FPL TRANSMISSION LN EASMNT REC IN (1006/2513); TH S ALG THE W LN OF SD FPL CO EASMNT A DIST OF 2580 FT M/L TO THE C/L OF HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); TH NLY ALG THE C/L OF SD EASMNT A DIST OF 3000 FT M/L TO A CONC MON ON THE E LN OF SD SEC 12 & 989.94 FT M/L TO THE NW COR OF SEC 12; TH NLY ALG THE E LN OF SD SEC 12, A DIST OF 989.94 FT M/L TO THE POB; SUBJ TO HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); ALSO SUBJ TO ACCESS EASMNT REC IN OR 2749/3191. PI#5671.1005/1

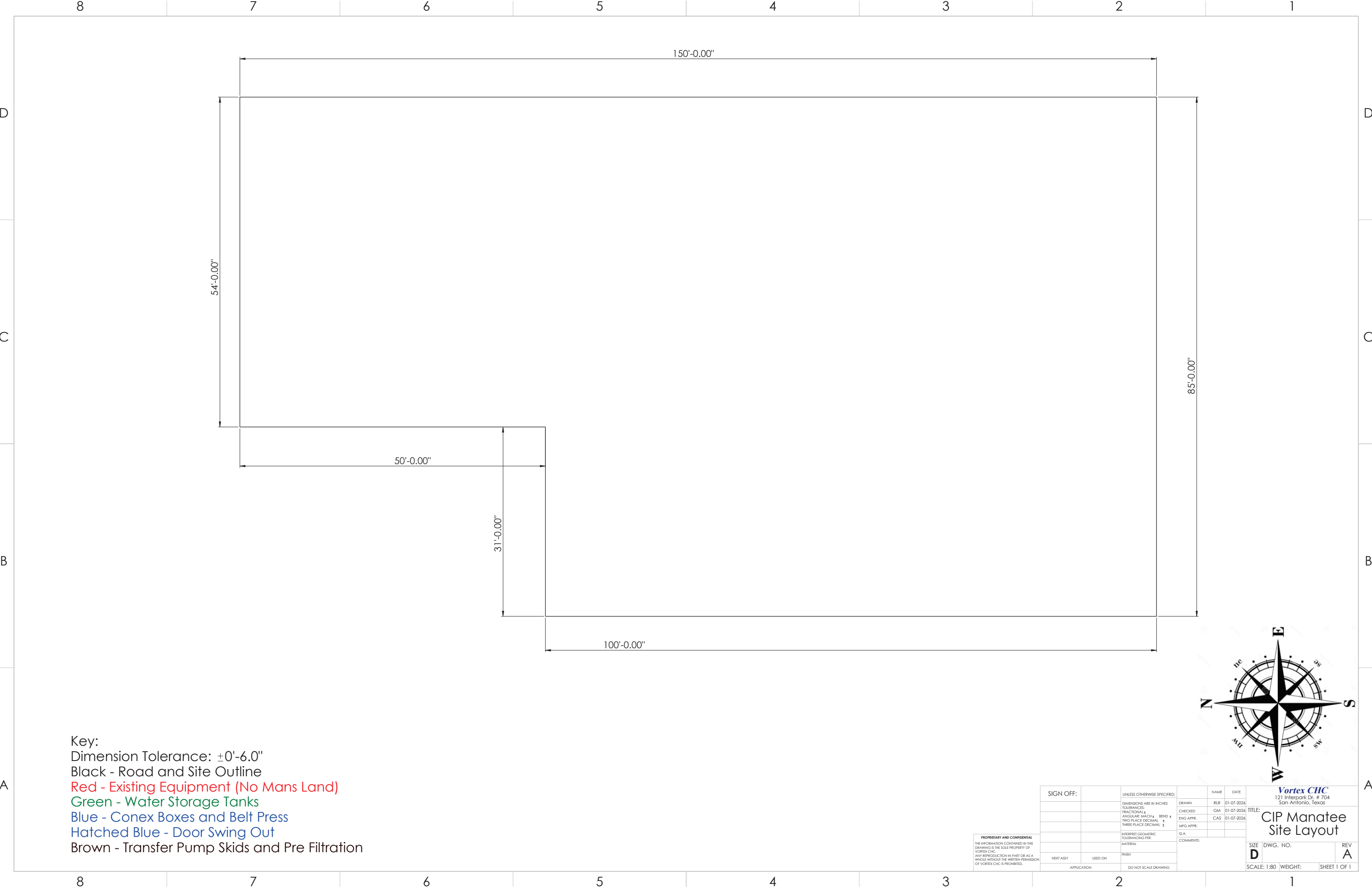
Exhibit B

Project Site

The following pages represent the Project Site, which sits within the Landfill (Parcel #567110051 in Exhibit A).

The Project Site is defined by the outlined red box on the following page. The additional pages are provided for more detail on the site layout for information purposes.





Key:
Dimension Tolerance: $\pm 0'-6.0''$
Black - Road and Site Outline
Red - Existing Equipment (No Mans Land)
Green - Water Storage Tanks
Blue - Conex Boxes and Belt Press
Hatched Blue - Door Swing Out
Brown - Transfer Pump Skids and Pre Filtration



PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS
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VORTEX CHC.
ANY REPRODUCTION IN PART OR AS A
WHOLE WITHOUT THE WRITTEN PERMISSION
OF VORTEX CHC IS PROHIBITED.

SIGN OFF:		UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL: $\pm$ ANGULAR: MATCH $\pm$ BEND $\pm$ TWO PLACE DECIMAL: $\pm$ THREE PLACE DECIMAL: $\pm$ INTERPRET GEOMETRIC TOLERANCING PER: MATERIAL: FINISH:	NAME		DATE	Vortex CHC 121 Interpark Dr. # 704 San Antonio, Texas TITLE: CIP Manatee Site Layout SIZE DWG. NO. REV D A SCALE: 1:80 WEIGHT: SHEET 1 OF 1
			DRAWN	RLR	01-07-2026	
			CHECKED	GM	01-07-2026	
			ENG APPR.	CAS	01-07-2026	
			MFG APPR.			
			Q.A.			
			COMMENTS:			
NEXT ASSY	USED ON					
APPLICATION		DO NOT SCALE DRAWING				



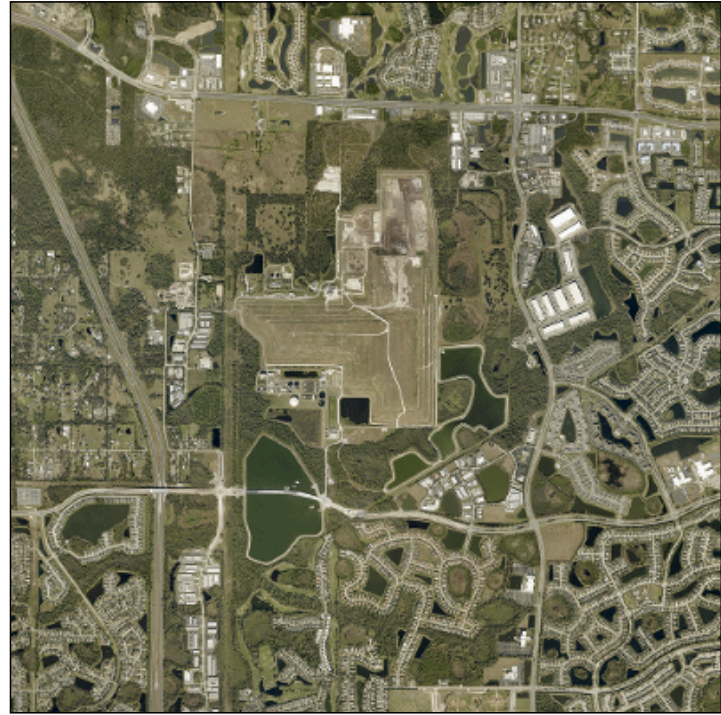
Parcel ID: 567110051
Ownership: MANATEE COUNTY
Owner Type: UTILITIES
Mailing Address: MANATEE COUNTY, P O BOX 1000, BRADENTON FL 34206

Situs Address: 3009 LENA RD, BRADENTON, FL 34211
Jurisdiction: UNINCORPORATED MANATEE COUNTY
Tax District: 0310; EAST MANATEE FIRE RESCUE DISTRICT
Sec/Twp/Rge: 01-35S-18E
Neighborhood: 4619; MISC.AC SR 64 AND LENA RD

Parcel Type: REAL PROPERTY
Parcel Created: 08/03/1994
Map Number: 5CN0

FEMA Value: \$2,036,680 as of January 1, 2025
Land Use: 8600; COUNTY
Land Size: 1,170.0000 Acres or 50,965,200 Square Feet
Building Area: 29,566 SqFt Under Roof / 24,170 SqFt Living or Business Area / 672 SqFt Residential Impervious Area
Living Units: 1

Commercial Bldgs: 6
Residential Bldgs: 1



DESCRIPTION

PARCEL "A" (FORMERLY PARCEL A&B): THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SEC 6, TWN 35 S, RNG 19 E, ALSO: THE N1/2 OF THE NW1/4 OF SEC 6, AND ALL OF SEC 31, TWN 34 S, RNG 19 E; LESS THAT PART OF SEC 31, LYING E OF A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, PARCEL "B": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THE PROPERTY; LESS THE S1/2 OF THE NW1/4 & THE N1/2 OF THE SW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6, LYING NLY OF A LN WHICH IS THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6; ALSO LESS THAT PART OF SEC 6 LYING ELY OF A LN WHICH IS PAR WITH & 1690 FT ELY OF THE E LN OF THE NW1/4 OF SD SEC 6 & ANY NLY OR SLY EXT THEREOF, ALSO THAT PART OF SEC 7, TWN 35 S, RNG 19 E LYING NLY OF THE NLY LN OF THAT CERTAIN GAS LN EASMNT RUNNING DIAGONALLY THROUGH THE PROPERTY; PARCEL "C": THAT PART OF SEC 6, TWN 35 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N LN OF SD SEC 6, & BOUNDED ON THE W BY THE E LN OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE S BY THE ELY EXT OF THE N LN OF THE S1/2 OF THE NW1/4 OF SD SEC 6, & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT ELY OF & PAR WITH THE E LN OF THE NW1/4 OF SD SEC 6, ALSO THAT PART OF SEC 31, TWN 34 S, RNG 19 E, MORE FULLY DESC AS BEING BOUNDED ON THE N BY THE N LN OF SD SEC 31, & BOUNDED ON THE W BY A LN WHICH IS THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY A LN WHICH LIES 1567 FT SLY OF & PAR WITH THE N LN OF SEC 31, TWN 34 S, RNG 19 E, & BOUNDED ON THE W BY THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E, & BOUNDED ON THE S BY THE S LN OF SEC 31, TWN 34 S, RNG 19 E, (ALSO BEING THE N LN OF SEC 6, TWN 35 S, RNG 19 E) & BOUNDED ON THE E BY A LN WHICH LIES 1690 FT E OF & PAR WITH THE NLY EXT OF THE E LN OF THE NW1/4 OF SEC 6, TWN 35 S, RNG 19 E; PARCEL "D" (FORMERLY ADAMS PROPERTY): THE N1/2 OF THE NE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS ANY PORTION CONVEYED TO E & W COAST RAILWAY IN (DB 61 PG 547); SUBJECT TO R/W AGREEMENT REC IN (485/250) & SUBJECT TO EASMNT TO FPL CO REC IN (981/3999); PARCEL "E" (OLD GUN CLUB): S1/2 OF NE1/4 SUBJECT TO EASMNT AS DESC IN (485/242); PARCEL "F" (KNOWN AS WWTP): THE N 30 AC OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS THE W 330 FT OF FPL CO EASMNT, MORE PARTICULARLY DESC AS FOL: BEG AT THE NE COR OF THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E; TH N 89 DEG 31 MIN 38 SEC W, ALG THE N LN OF SD SE1/4, 2320.99 FT TO THE INT WITH THE E LN OF A 330 FT WIDE FPL CO EASMNT; TH S 00 DEG 19 MIN 24 SEC W, ALG SD E EASMNT LN, PAR TO THE W LN OF SD SE1/4 & 330 FT ELY THEREFROM, 562.92 FT; TH S 89 DEG 31 MIN 38 SEC E, PAR TO THE N LN OF SD SE1/4, 2321.97 FT TO THE INT WITH THE E LN OF SD SE1/4; TH N 00 DEG 13 MIN 25 SEC E, ALG SD E LN, 562.92 FT THE POB, BEING & LYING IN THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, CONT 30 AC M/L; PARCEL "G" (UNDEVELOPED PROPERTY): THE SE1/4 OF SEC 1, TWN 35 S, RNG 18 E, LESS 30 AC PREVIOUSLY CONVEYED TO MAN CO, REC IN (947/1386), SUBJECT TO FPL CO EASMNT AS DESC IN (1006/2513); "H": ALSO BEGING AT THE NE COR OF SEC 12, TWN 35 S, RNG 18 E, TH N 89 DEG 30 MIN 21 SEC W ALG THE SEC LN BETWEEN SECS 1&12, TWN 35 S, RNG 18 E, A DIST OF 2655.59 FT M/L TO A CONC MON ON THE W LN OF FPL TRANSMISSION LN EASMNT REC IN (1006/2513); TH S ALG THE W LN OF SD FPL CO EASMNT A DIST OF 2580 FT M/L TO THE C/L OF HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); TH NLY ALG THE C/L OF SD EASMNT A DIST OF 3000 FT M/L TO A CONC MON ON THE E LN OF SD SEC 12 & 989.94 FT M/L TO THE NW COR OF SEC 12; TH NLY ALG THE E LN OF SD SEC 12, A DIST OF 989.94 FT M/L TO THE POB; SUBJ TO HOUSTON TEXAS GAS & OIL CORP EASMNT REC IN (DB 399 PG 117); ALSO SUBJ TO ACCESS EASMNT REC IN OR 2749/3191. PI#5671.1005/1

Exhibit C-1

Access Easement Area

The following page illustrates the Access Easement Area, which may consist of one or more access corridors or depicted areas, within the Landfill and leading to the Project Site. Lessee's rights within the Access Easement Area are limited, nonexclusive, and solely for pedestrian and vehicular ingress, egress, and access to and from the Project Site by means of the existing roadway and only to the extent necessary, as determined by County in its reasonable discretion, for Lessee's performance of the Performance Contract and Lessee's Operations. Lessee's use of the Access Easement Area shall remain subject and subordinate at all times to County's ownership, operation, maintenance, permitting, regulatory compliance, safety, security, emergency response, public health, environmental protection, development, modification, closure, post-closure care, and use of the Landfill, County's reserved rights of access, inspection, oversight, traffic control, temporary closure, rerouting, relocation, and emergency response, and County's safety, security, traffic, operational, and environmental requirements, as determined by County. Lessee shall not obstruct, damage, alter, improve, or expand any roadway or other portion of the Access Easement Area, park or store vehicles, equipment, materials, or supplies thereon, or interfere with County's operations at the Landfill, except as expressly authorized in advance by County in writing. County may temporarily or permanently restrict, reroute, suspend, relocate, modify, condition, or control access through the Access Easement Area as County determines necessary or appropriate for Landfill operations, public health or safety, regulatory compliance, maintenance, emergency response, protection of persons or property, environmental protection, or any other governmental, regulatory, operational, public, or environmental purpose. No such County action, inaction, condition, restriction, interruption, delay, rerouting, access control, suspension, relocation, modification, maintenance activity, emergency response, regulatory compliance measure, operational decision, or other exercise of County's rights or obligations shall constitute interference with Lessee's access rights, breach of this Lease, or give rise to any liability of County. County may, but shall not be obligated to, provide alternate access to the Project Site when practicable and when doing so does not impair County's operations, regulatory obligations, public duties, or environmental responsibilities.



Exhibit C-2

Pipeline Easement Area

The following page illustrates the Pipeline Easement Area within the Landfill and leading to the Project Site.



Exhibit C-3

Electric Easement Area

[TO BE PROVIDED BY FPL AND APPROVED BY COUNTY IN WRITING UPON FINAL PROJECT APPROVAL; NO ELECTRIC EASEMENT AREA SHALL BE DEFINED, EFFECTIVE, OR ENFORCEABLE UNLESS AND UNTIL INCORPORATED INTO THIS LEASE BY A WRITTEN AMENDMENT APPROVED BY COUNTY. NO FPL DESCRIPTION, UTILITY REQUIREMENT, PROJECT DOCUMENT, OR PERFORMANCE CONTRACT PROVISION SHALL EXPAND OR DEFINE THE ELECTRIC EASEMENT AREA ABSENT SUCH AMENDMENT.]

EXHIBIT D
ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company registered to do business in Florida (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. Entity is a nongovernmental Entity, and I hereby attest that Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by the affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

- ☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

- ☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF
SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public

My Commission Expires: _____

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

EXHIBIT E
FOREIGN COUNTRIES OF CONCERN AFFIDAVIT
(Section 287.138, Florida Statutes)

Before me, the undersigned authority, personally appeared Mark Stout who was sworn and says that the following information is true and correct:

1. I am the President of Chemical Injection Partners Florida, a Florida limited liability company registered to do business in Florida (Entity). I have been authorized by the Entity to provide and execute this affidavit.
2. I am over eighteen years of age, and the following information is given from my own personal knowledge.
3. I hereby attest that:
 - a. Entity is not owned by the government of a foreign country of concern;
 - b. No government of a foreign country of concern has a controlling interest in Entity; and
 - c. Entity is not organized under the laws of nor has its principal place of business in a foreign country of concern.
4. I understand that in accordance with Section 287.138, Florida Statutes, “controlling interest” means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
5. I understand that in accordance with Section 287.138, Florida Statutes, “foreign country of concern” means 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, including any agency of or any other entity of significant control of such foreign country of concern.
6. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Mark Stout

Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of

- ☐ physical presence or
☐ online notarization

this _____ day of _____, 2026, by Mark Stout, who

- ☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF
SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public

My Commission Expires: _____

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)



Government Relations Department

Economic Development Division
9000 Town Center Parkway
Lakewood Ranch, Florida 34202
Post Office Box 1000
Bradenton, Florida 34206
Phone number: (941) 748-4501

MEMORANDUM

To: Board of County Commissioners

From: Charlie Bishop, County Administrator *CHB*

Date: August 27, 2026

Subject: Recommendation report to declare property as surplus and authorize its lease for a portion of the property located at: 3333 Lena Road, Bradenton, Florida 34211.

- Any potential use of the parcel for a county purpose:** At this time, although the parent parcel contains and supports operations for the Lena Road Landfill and the Southeast Water Reclamation Facility (SEWRF), the specific portion proposed for Lease (Leased Area) has no identified county use and may be available for wastewater treatment support activities.
- Potential lessee of the property, if known;** Potential Lessee, Chemical Injection Partners Florida, a Florida limited liability company LLC d/b/a CIP Solutions (Lessee) with offices located at 6230 University Parkway, Suite 201, Lakewood Ranch, Florida 34240.
- Current zoning, site dimensions, and other factors related to use of the site;** The subject property currently supports operations for the Lena Road Landfill and the Southeast Water Reclamation Facility (SEWRF), a wastewater treatment plant that produces landfill leachate and biosolids filtrate. The site is zoned "PD-MU" and "PD-PI." The area proposed for lease comprises approximately 11,200 square feet.
- Value estimate;** The subject parcel has an estimated annual lease rate of \$19,000.00, based on an in-house valuation completed by Manatee County's Real Property Appraiser, David Hummel, on August 26, 2026.
- Recommended Lease Conditions (e.g., limitation on access or use);** Lessee may occupy and use the Leased Area only as necessary to provide wastewater-treatment support services and must do so in full compliance with all applicable County land-development regulations.

VACANT

District 1

AMANDA
BALLARD

District 2

TAL
SIDDIQUE

District 3

MIKE
RAHN

District 4

DR. BOB
MCCANN

District 5

JASON
BEARDEN

At Large

GEORGE W.
KRUSE

At Large

6. **Estimated costs associated with the lease to be paid by the county, if any;**
According to the agenda item's cover sheet, Manatee County will pay the Lessee approximately \$4.2 to \$4.5 million per year for the volume of SEWRF wastewater treated.

I recommend leasing this property and moving forward with the lease and access agreement for the designated portion of the site, in accordance with Section 125.35, Florida Statutes; Article XII of Chapter 2-2 of the Manatee County Code of Ordinances; and County Ordinance 14-26.

Project Wolf – FAQ

1. What is Project Wolf?

Project Wolf is the second phase of a new water treatment project at the Lena Road Landfill. It will treat difficult wastewater, including landfill leachate and biosolids, before it goes through the County's regular wastewater system. The goal is to create cleaner, reusable water while freeing up capacity at existing treatment plants. A big bonus is that it also removes up to 90% of PFAS in a proven pilot (Project Viking)

2. How do we know the technology works?

The County tested the technology in 2024 and 2025 using actual Manatee County water, not just laboratory samples. The pilot was successful, and the treatment approach was validated before the County moved forward.

3. What will Project Wolf cost residents?

The estimated contract is \$4.2 million to \$4.5 million per year for five years. The goal is to use grants, existing revenues and new revenue opportunities to reduce the amount residents have to pay over the life of the agreement. CIP Solutions will privately finance the infrastructure, treatment equipment and construction, so the County does not have to make the upfront capital investment. The agreement would be structured as an operating expense based on performance. The County plans to use several funding sources to help cover the cost, including:

- PFAS settlement funds
- Revenue from the County's Renewable Natural Gas project
- Innovation and other grant funding the County plans to pursue
- Potential future revenue from treating qualified waste streams for other communities or organizations
- Avoided wastewater treatment costs
- If needed, a proposed solid-waste charge estimated at about \$2.75 per month

4. What does Manatee County get in return?

The project will reduce the burden on existing wastewater plants, create additional treatment capacity, potentially create more reclaim water if we process others leachate, and help prepare the County for future rules involving PFAS and other contaminants. The initial system is designed to treat about 300,000 gallons per day, with a future pathway toward 1 million gallons per day.

5. Is the County taking a risk on an experimental project?

The technology has already been tested in a pilot (Project Viking) on Manatee County water, and a third party test has verified the proof of concept. About 80% of the system is complete. The equipment has been manufactured and is already in Manatee County. The County's agreement is also structured around performance rather than buying the equipment outright.

6. Why does the County need to do this now?

The project is a direct response to three major Utilities Department actions in the 2026 Strategic Plan: improved reclaimed water & biosolids management, implement our advanced wastewater treatment strategy, and address PFAS and emerging contaminants. Florida is increasing its focus on these areas too, with the recent passing of HB 1019. Instead of waiting for regulations to become more restrictive, Manatee County could lead, and be among the first to have a potential solution in advance.

7. Can we get a better rate than \$0.07/gal?

CIP offers treatment to reclaimed/reuse standards with more than 90% PFAS reduction, no upfront County capital cost, and a rate below comparable market alternatives. Typical onsite RO systems require \$3–\$5 million in capital, cost \$0.08–\$0.23/gal, and still leave a reject stream for disposal. The County's solicitation received no responses. Any lower proposal should be compared on treatment performance, residuals, uptime, and independent validation.

8. Is CIP truly the only provider? Does it have competitors?

Other vendors treat PFAS in landfill leachate, biosolids, and industrial wastewater. CIP's distinction is its turnkey, modular system designed for difficult influent conditions and reclaimed/reuse treatment standards. MCG used the Sole Source Procurement Process which requires public advertisement for two weeks. No additional outside bids were submitted.

9. Could we charge neighboring communities for leachate treatment?

No third-party rate structure is included in this agreement. If the project creates capacity to accept outside waste, rates should fully recover County costs and benefit County ratepayers. Rates would depend on pollutant loads, treatment requirements, capacity, and compliance costs. Indicative ranges depend on pollutant loads, method, capacity, compliance requirements:

- Common quotes: roughly \$0.03–\$0.16/gal depending on load and complexity.
- Advanced treatment (PFAS, tighter limits): can raise costs to roughly \$0.05–\$0.20/gal when stricter discharge requirements apply.

The priority is treating Manatee County’s most challenging waste streams, particularly landfill leachate, separately so they no longer burden our existing wastewater system, freeing up capacity for our growing community. In the future, the facility may also be able to accept qualified waste streams from outside the County for a fee. That could help offset the County's operating costs and potentially turn the facility into a regional asset.

10. What protects against cost increases as population grows?

The unit price is fixed for the five-year term and does not increase with volume. It decreases from \$0.07 to \$0.06/gal once annual treatment exceeds 72 million gallons.

11. Why not also address potable water?

Potable water is addressed separately through the County’s water strategy and Basin D project. Project Wolf complements that work by creating reclaimed/reuse water, reducing demand for potable water where reuse is appropriate. Drinking water treatment has separate regulatory and certification requirements.

12. Is third-party verification included?

Yes. Pilot studies using Manatee County waste streams were analyzed by an independent laboratory and showed reclaimed/reuse treatment performance and PFAS/PFOA reductions exceeding 90%. The full-scale project includes ongoing influent and effluent testing, PFAS monitoring, and performance reporting.

13. What health information supports PFAS removal, and why act now?

PFAS are persistent chemicals linked to significant health concerns. HB 1019, signed in July 2026, requires PFAS monitoring and reporting for wastewater and biosolids. Treating leachate and biosolids water before the SEWTF reduces concentrated chemical loading, supports reclaimed-water production, and prepares the County for increased regulatory requirements.

14. How long is the agreement?

The initial term is five years after operations begin. Renewals are in five-year periods, and either party may decline renewal with at least 60 days’ notice.

15. What if a future Board does not renew?

A future Board is not required to renew. The agreement ends after the current term if the County gives notice, and each extension requires Board approval and annual appropriation.

16. How is the County protected?

The SEWRF remains the backup pathway for off-spec water. Standard contractual protections and this redundancy minimize County risk.

17. Will this affect capital projects or rates?

The project does not affect current capital projects. MCG will use the revenue from the RNG project, as well as settlement funds, and any grant related funds. If necessary, the project may require an additional \$2.75 monthly solid-waste rate increase to cover treatment costs. The vendor funds construction of the treatment facility, so the County does not take on any upfront capital cost.

18. When will Project Wolf be operating?

If the Board approves the project, the remaining work includes permitting, site preparation, installation, testing and commissioning. The current target is for the treatment facility to begin full-scale operations in May 2027. About 80% of the treatment system is already complete, and the equipment has been manufactured and is physically in Manatee County.

19. What happens if CIP does not meet the required performance standards?

The agreement is performance-based, with treatment standards, testing and reporting requirements used to measure performance. If treated water does not meet the required standards, the County retains its existing treatment pathway as a backup. Payments and remedies are tied to measurable performance under the final agreement.

20. Is Project Wolf required by the State or FDEP?

No. Project Wolf is not currently required by the State or FDEP. Florida is increasing PFAS monitoring and accountability, and the County chose to test a solution before regulations become more restrictive and costly. Project Wolf also provides benefits today by reducing a difficult waste stream, freeing wastewater capacity and potentially creating more reclaimed/reuse water.



MANATEE COUNTY · PUBLIC UTILITIES

Project Wolf

From County Priority → Proven Pilot → **Deployment**

TODAY'S REQUESTED ACTION

Approval of the performance agreement and associated funding
necessary to move Project Wolf into final deployment at
the Lena Road Landfill.

This motion delivers the outcomes you set in your Strategic Plan.
Approval today cements your legacy as innovators in environmental
stewardship and infrastructure.



Delivering on BOC Strategic Plan

The Board told County staff what outcomes it wanted. The County went looking for a solution. That solution is now in front of you.

Manatee County Government Strategic Plan · Adopted by the Board of County Commissioners, December 16, 2025

THE BOARD’S DIRECTION

- Reclaimed water & biosolids strategy
- Advanced wastewater treatment
- Future regulatory & capacity readiness
- PFAS & emerging contaminants
- Private-sector / economic partnership

PROJECT WOLF DELIVERS

1.6

Reclaimed-water & biosolids management

Advanced treatment that returns cleaner water to the County’s reuse strategy.

✓ GOAL ACCOMPLISHED

2.1

Advanced wastewater treatment (AWT) strategy

A validated AWT solution for future regulatory and capacity needs.

✓ GOAL ACCOMPLISHED

4.3

PFAS, microconstituents & emerging contaminants

Proven >90% PFAS/PFOA reduction on the County’s own water.

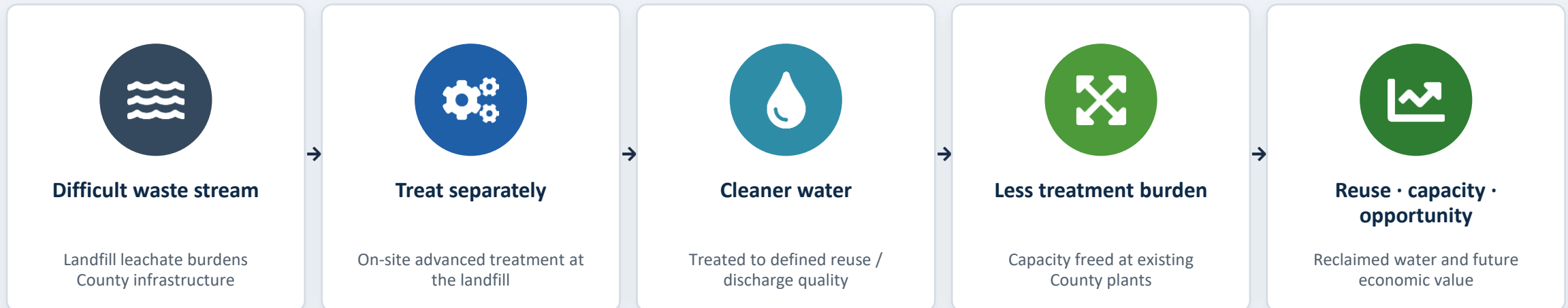
✓ GOAL ACCOMPLISHED

Goal 3 Efficiency & fiscal stewardship · Goal 5 Economic development & partnerships — advanced through privately financed infrastructure and a public/private partnership.

THE PROBLEM

Turning a Liability Into a Resource

Landfill Leachate & Biosolids effluent are the most difficult waste streams sent through County treatment. These effluents consume capacity and increase cost to facility operations. Project Wolf treats these effluents separately and produces reuseable reclaim water.

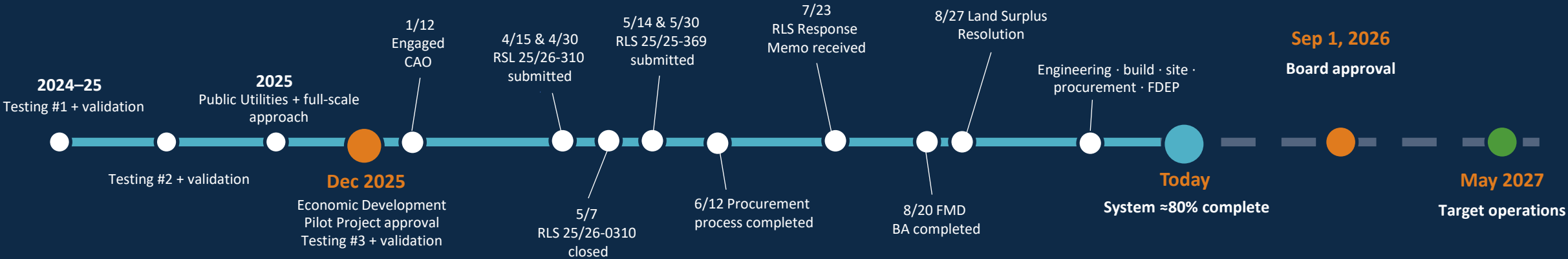


Take something that costs the County money and turn it into additional capacity, cleaner water, and potential future revenue.

From Validated Pilot to a Real Project

Two years of testing, approvals, engineering, construction and coordination are already behind us.

Complete Remaining



- ✓ Engineering
- ✓ System manufacturing
- ✓ Site survey
- ✓ Geotechnical
- ✓ FPL coordination
- ✓ Site planning
- ✓ Permitting
- ✓ Procurement
- ✓ FDEP engagement

We are ready for deployment.

Procurement Path (Sole-Source)

The project advanced through a complete County development and procurement process following successful pilot validation.

- 1 Pilot validated the solution
- 2 Public Utilities review of pilot operations & data
- 3 Economic Development process — approved December 2025
- 4 Manatee County Development Services — Phase One process (January–May 2026)
- 5 Engineering & site due diligence
- 6 Public procurement opportunity posted to the market**
- 7 Market given the opportunity to respond**
- 8 No responsive competing proposal received**
- 9 Sole-source / open-market process completed**

Preliminary Financial Structure

The project is privately financed for capital and structured as a County operating investment under a performance agreement. Figures are preliminary and subject to final rate analysis, legal / budget review and Board approval.

Estimated annual sources

Solid Waste Utility	\$3,790,000
---------------------	-------------

Renewable Natural Gas revenue	\$400,000
-------------------------------	-----------

Wastewater avoided treatment costs	\$70,000
------------------------------------	----------

Available PFAS-related settlement proceeds	\$240,000
--	-----------

Total estimated annual contract ≈ \$4.2M–\$4.5M



CIP Solutions Private Capital

CIP Solutions privately finances the treatment-system design, permitting, construction and equipment, limiting the County’s upfront capital exposure.



County investment

An operating investment under a performance-based service agreement, not a capital purchase.



Rate consideration

A monthly solid-waste charge of ≈ \$2.75 could be considered, subject to final rate analysis and Board direction.



Board control

Final agreement, funding, rate impacts and material terms remain subject to Board approval.

WHAT IS BUILT

Project Wolf Equipment & Infrastructure – Ready to Launch



≈80%

of the system is complete

- ✓ Equipment physically in Manatee County
- ✓ Site survey & geotechnical investigation completed
- ✓ Manatee County Development Services — Phase One completed
- ✓ Engineering substantially advanced
- ✓ FPL coordination underway
- ✓ Permitting / site package advanced
- ✓ Procurement process completed

The treatment equipment has been manufactured; the project is advancing through the remaining steps required for deployment. Commissioners are welcome to see it in person.

Florida Is Moving in the Same Direction

At the 2026 Air & Water Management Conference, FDEP Secretary Alexis Lambert framed the State's priorities:

“

Environmental stewardship and economic growth, hand in hand.

“

Local governments must pilot innovative technologies — and partner with businesses.

“

Develop innovative technologies for beneficial reuse and water reclamation.

“

Redefine, reimagine and repurpose existing waste streams.

— FDEP Secretary Alexis Lambert, 2026 Air & Water Management Conference (keynote remarks)

Reflects keynote remarks; not a formal FDEP endorsement of Project Wolf.

Manatee County is already leading - because you demanded it.

MANATEE COUNTY HAS ALREADY DONE EACH OF THESE



Pilot innovative technology — 2024–2025 pilot on County water



Partner with business — Manatee County + CIP Solutions



Beneficial reuse — Core objective of the project



Repurpose waste streams — Leachate → treated water & resource



Environmental + economic value — Capacity, reuse & potential regional revenue

Secretary Lambert also highlighted innovation at Manatee County's landfill Waste-to-Energy initiative.

We Validated the Solution While the Rules Are Moving



Florida HB 1019

Florida is increasing PFAS monitoring and accountability for wastewater and biosolids — the direction of travel is clear.



FDEP

CIP Solutions has already discussed the technology and pilot data with FDEP personnel. Permitting will not be their first exposure to it.



Manatee County

The County Utilities Department and CIP Solutions partnered to validate an innovative technology solution for biosolids and leachate in advance of future legislation.

Manatee County has positioned itself to act proactively by validating a solution ahead of evolving regulatory requirements.

Increased Reclaimed & Reuse Water for Manatee County Citizens



More reclaimed & reuse water

Supports reclaimed and reuse water availability for existing Manatee County residents.



More capacity

Removes a difficult load from existing wastewater infrastructure.



Better use of infrastructure

Improves efficiency and can help defer larger capital needs.



Regulatory readiness

Positions the County ahead of emerging PFAS and contaminant rules.



Economic opportunity

Future potential to accept qualified outside streams for a fee — a regional asset.

Your leadership delivers cleaner water and capacity relief for existing residents - today.

300,000 GPD initial treatment capacity with a future pathway toward **1 MGD** of reclaimed & reuse water.

From Strategic Plan to Results



Advanced wastewater treatment

Strategic objective 2.1

DELIVERED



Reclaimed water / biosolids strategy

Strategic objective 1.6

DELIVERED



PFAS / emerging-contaminant readiness

Strategic objective 4.3

DELIVERED



Public/private innovation & investment

Goals 3 & 5

DELIVERED

The County set the direction. → The solution was tested. → The project was built. → The next step is deployment.

From your Strategic Plan to real results – Project Wolf is your innovation, delivered.



Target Operations

May 2027



VALHALLA

— ADVANCED WASTEWATER TREATMENT SYSTEM —



VIKING / WOLF PROJECT TIMELINE

From Board Presentation to Operational Start

1

2

3

4

5

6

7

SEPTEMBER 1, 2026



BOARD PRESENTATION / DECISION

Board consideration of authorization to proceed with project execution.

SEPTEMBER 1 –
OCTOBER 15, 2026



ENGINEERING & PERMIT DEVELOPMENT

McKim & Creed resumes detailed engineering, prepares permit packages, finalizes construction drawings, and coordinates utility requirements with FPL.

OCTOBER 16 –
DECEMBER 16, 2026



REGULATORY REVIEW & UTILITY COORDINATION

Permit applications under agency review while FPL engineering, electrical design, and service coordination progress in parallel.

JANUARY 1 –
FEBRUARY 28, 2027



SITE PREPARATION

Civil work including grading, foundations, containment, underground utilities, piping tie-ins, and electrical infrastructure.

MARCH 1 –
MARCH 31, 2027



EQUIPMENT INSTALLATION

Mobilization, equipment placement, piping, electrical connections, and mechanical completion.

APRIL 1 –
APRIL 30, 2027



COMMISSIONING, TESTING & TRAINING

System startup, optimization, operator training, performance testing, and final acceptance.

MAY 1, 2027



OPERATIONAL START

Treatment facility begins full-scale operations.



Although the treatment equipment has already been manufactured, the project schedule is governed by engineering updates, permitting, utility coordination, site construction, installation, testing, and operator training. These activities represent the critical path required for safe, compliant, and reliable operation.



PLANNED
Purposeful planning from day one.



COORDINATED
Aligned teams and partners moving forward together.



COMPLIANT
Meeting all regulatory and safety requirements.



READY TO OPERATE
Delivering a reliable system built for long-term success.

APPENDIX

Backup Detail for Commissioner Questions

Implementation timeline · before/after samples · procurement · FDEP engagement · treatment process · pilot results · PFAS & Florida HB 1019 · Strategic Plan · financial structure · reclaimed-water pathway · scale · equipment · FAQ

No Risk, High Reward Project

The County is not funding an untested technology — and development risk is limited, because that work is already done.

LOW COUNTY RISK

- ✓ Proven through pilot testing on Manatee County water
- ✓ Treatment equipment already manufactured
- ✓ CIP Solutions provides the treatment-system capital
- ✓ Performance-based agreement
- ✓ Project & permitting pathway substantially developed
- ✓ County retains contractual / performance protections

HIGH PUBLIC REWARD

- ✓ Increased reclaimed & reuse water
- ✓ Frees capacity within existing wastewater infrastructure
- ✓ Reduces the burden of untreated landfill leachate
- ✓ Positions Manatee County ahead of emerging contaminant requirements
- ✓ Creates a pathway toward approximately 1 MGD
- ✓ Creates future regional / economic opportunities

Validated technology. Private capital. Measurable performance. Public benefit.

Strategic Plan Implemented – Goals Achieved



2024

Pilot testing begins

Manatee County and CIP Solutions begin pilot testing — at no cost to the County, using the County's actual water.



2024–2025

Testing & validation

Testing continues, data is collected, and the treatment approach is validated.



2025

Full-scale concept

Results taken to Public Utilities; treatment process, capacity and integration developed.



Dec 2025

Economic Development approval

A major County milestone — the project moves from testing into development.

The pilot was designed to prove the concept on Manatee County leachate & biosolids effluent under actual operating conditions — not laboratory theory.

Before & After: The Water Tells the Story

The clearest way to show what the system does is the actual leachate sample beside the treated-water sample. Insert real sample photos here before the meeting.

BEFORE



[Insert raw landfill leachate photo]

Raw landfill leachate

AFTER



[Insert treated water photo]

Treated water

Parallel FDEP Engagement

CIP Solutions has proactively introduced the Valhalla AWT Manatee County Project, technology, and pilot results to FDEP — supporting a soft landing into the permitting process and a more informed, coordinated path forward.



Who

Meetings with FDEP personnel including John Coates and Tim Barr, and relevant FDEP technical teams.



What

The Valhalla AWT technology, pilot results, and the anticipated permitting pathway.



Why it matters

Early regulator familiarity with the technology, project, and pilot data helps create a more informed and coordinated permitting process.

FDEP engagement is coordination and does not constitute formal approval or permitting of Project Wolf.

How the System Works



The Valhalla system uses controlled hydrodynamic cavitation (CHC) within a modular treatment train.

The final agreement should define:

- ✓ Influent and effluent (treatment) standards
- ✓ Testing, reporting and chain-of-custody for residuals
- ✓ Payments and remedies tied to measurable performance
- ✓ Flexibility for future upgrades as regulations evolve

Pilot Performance & Treatment Criteria

Pilot testing on Manatee County water reported reclaimed-water quality results and PFAS/PFOA reductions greater than 90%. Family-specific permitting determines final targets.

Primary & secondary

Meets primary & secondary drinking-water quality standards; supports high-purity effluent and advanced polishing.

Reuse / reclaimed

Achieves reuse / reclaimed water standards for land application; supports irrigation and non-potable offsets.

Reuse / recharge

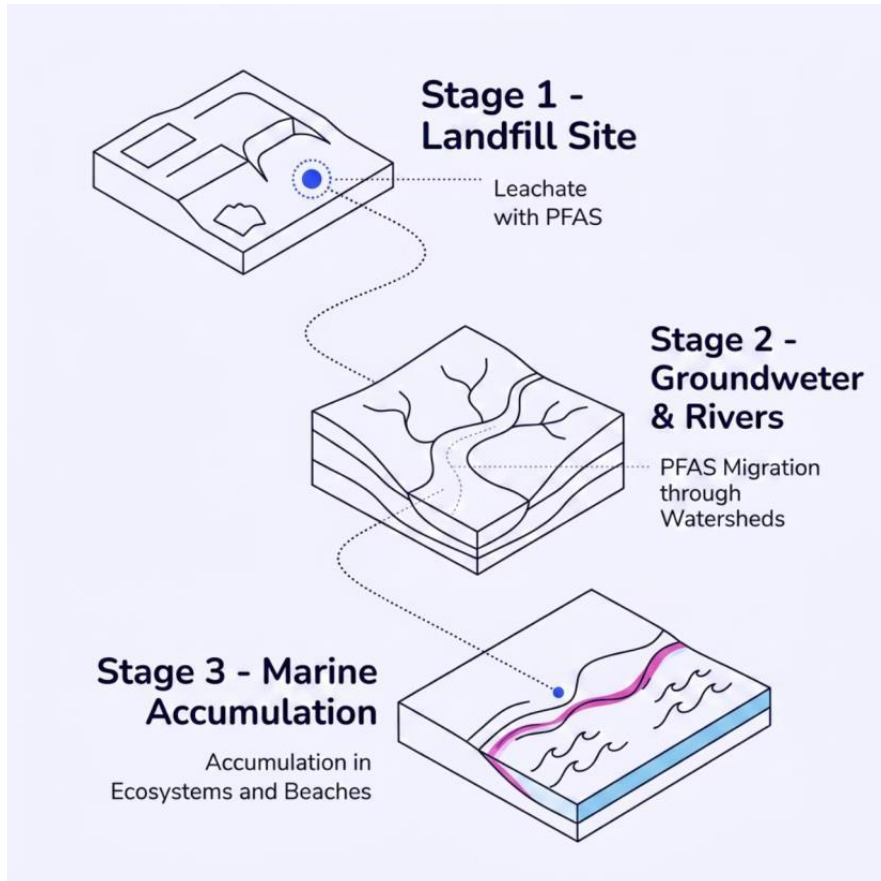
Meets recharge-quality requirements for injection and aquifer support where permitted.

AWT criteria

Consistently meets or exceeds AWT standards — CBOD 5 mg/L, TSS 3 mg/L, TN 3 mg/L, TP 1 mg/L.

Pilot benchmarks reflect performance during pilot operations; final permitted criteria confirmed through FDEP permitting.

PFAS & Florida HB 1019 — in Plain English



What PFAS is

"Forever chemicals" that persist in the environment and can move from leachate into groundwater, rivers and coastal systems.

What was tested

The pilot demonstrated PFAS/PFOA reductions greater than 90% on Manatee County's own water streams.

Why Florida HB 1019 matters

Florida is increasing PFAS monitoring and accountability for wastewater and biosolids. The significance is direction of travel — not a mandate to build this specific project.

The policy question

Act proactively after already validating a solution, or wait until requirements become more restrictive?

Strategic Plan — County Language

Manatee County Government Strategic Plan · Adopted by the Board of County Commissioners — December 16, 2025

1.6

“Develop a comprehensive master plan to guide reclaimed water and biosolids management strategies.”

2.1

“Improve resiliency and capacity of ... utility infrastructure ...” — Utilities action: “develop an advanced wastewater treatment (AWT) strategy to meet future regulatory and capacity needs.”

4.3

“Enhance environmental regulation, monitoring, and public education ...” — Utilities actions include “PFAS, microconstituents & emerging contaminants.”

Goal 3

Government Efficiency, Transparency & Fiscal Stewardship — “use technology to be more efficient, save money, and stay open with the public.”

Goal 5

Economic & Tourism Development — “grow our economy ... working better with our regional partners.”

Reclaimed-Water Pathway

Initial operating period

- ✓ Treated water may initially return to the plant while reclaimed-water permitting is completed
- ✓ Even then, the plant receives much cleaner water instead of untreated leachate
- ✓ Immediate operational benefit from reduced contaminant load

After reuse / permitting modifications

- ✓ Treated water supports the County's reclaimed-water strategy
- ✓ Provides both biological (load) and hydraulic (flow) relief
- ✓ More usable reclaimed water for existing residents and community needs

The reuse focus is on serving existing Manatee County residents and community needs.

Scale & Future Regional Opportunity

PHASED CAPACITY VISION

300,000 GPD

Initial treatment capacity



Future pathway toward 1 MGD of reclaimed & reuse water.



Regional leachate hub

Potential to accept qualified outside leachate for a fee, subject to permitted capacity.



Reuse pathways

Expanded treatment could increase reclaimed-water availability where permitted.



Grant / loan readiness

A documented regional environmental project may strengthen funding competitiveness.



Utility structure

Future rate, utility-district or enterprise options can be evaluated later.

Regional revenue is a potential future opportunity, not guaranteed revenue.

The System — Built for Manatee County



GAC & media — interior



Completed container — exterior



CHC / treatment — interior



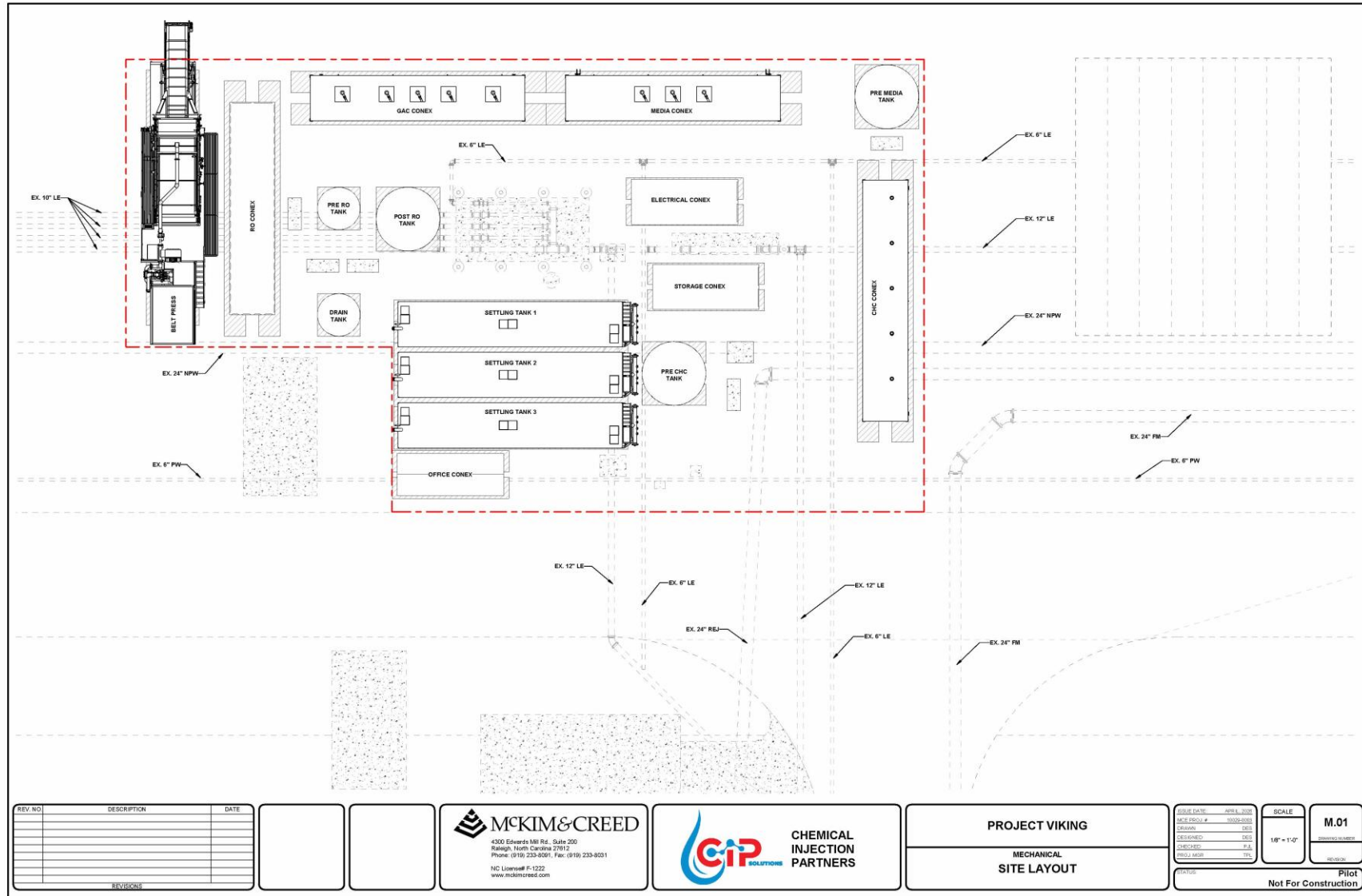
Process piping



Membrane / polishing skid



Full system layout (render)



Anticipated Commissioner Questions

Q Why now?

Project Wolf advances the Board of County Commissioners adopted Strategic Plan while positioning Manatee County alongside current legislative requirements and ahead of anticipated future regulation.

Q Is this required today?

No. Florida HB 1019 is a legislative precursor to anticipated future regulation. Project Wolf delivers operational value today — addressing a challenging treatment stream, improving efficiency, and strengthening long-term reclaimed & reuse water resiliency — with no capital investment required from the County.

Q What happens to treated water initially?

It may return to the plant while reuse permitting is completed — reduces the treatment burden on existing facility.

Q Is this potable drinking water?

No — treated water is routed to defined reuse / discharge pathways, subject to permitting.

Q Why this technology?

This is the only technology proven on Manatee County's actual biosolids and leachate streams, tested under the County's real operating conditions. The full-scale system is designed to manage 100% of the County's current applicable treatment volume.

Q Did anyone else bid?

The opportunity was posted to the market; no responsive competing proposal was received.

Q What does the County pay for?

An operating investment under a performance agreement; CIP Solutions finances the treatment-system capital.

Q What if the BOCC does not approve?

The primary risk is lost opportunity — delaying a public-private partnership, forfeiting the time value of the investment and development work already completed, potentially recreating future design and procurement costs, delaying infrastructure-efficiency improvements, and postponing a long-term reclaimed & reuse water solution.



Public Comment

Manatee County Government

Submitted On:

Aug 29, 2026, 07:10AM EDT

Full Name	First Name: Karen Last Name: Ciemniecki
Email	karenciemniecki@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	\$21M CIP deal to a private comp. on county land for \$1-bad deal for Manatee County
Comment	I have lost total faith in BOCC and their ability to manage Manatee County wisely, without being frivolous with taxpayers' money.. "Project Wolf" will end up costing the taxpayers (me) \$4.2 to 4.5 million or \$21M over 5 yrs. Property that would bring in lease money to the county will be leased for \$1 and still in the end cost us money that could be spent on better things- example- keeping your promise at the Manatee County/ Bishop Animal Center. Do what is right by making it a permanent shelter and making Manatee County a no kill county again. Fix the flooding issues and make it user friendly for the public, animals, staff, and volunteers. Yes waste water treatment facilities are needed along with expansion of Lake Manatee and our water supply, and a road system that is not failing. Your new growth that your so fond of approving does not pay for itself. This is not a good deal for Manatee County taxpayers. Fix the problems we have now, before you continually spend the taxpayers money. You are making so many bad decisions regarding leeway to developers and private companies that don't make Manatee County any richer. It only lines the pockets of unscrupulous million and billionaires that don't really care about our county and our quality of life. You need to step up your game and consider what you do now and how it affects the average citizen.



Public Comment

Manatee County Government

Submitted On:

Aug 29, 2026, 03:16PM EDT

Full Name	First Name: Glen Last Name: Gibellina
Email	Glengibellina@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5
Comment	August 29, 2026 Tuesday, September 1, 2026 - Regular Meeting Manatee County Board of County Commissioners Manatee County Administration Building 1112 Manatee Avenue West Bradenton, Florida 34205 Re: Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5 Waterman The key issue is not whether Manatee County needs better landfill-leachate and PFAS treatment. It is whether the County should commit to a roughly \$21 million, privately financed CIP Solutions facility—plus a lease of public landfill property and long-term service payments—before the County Attorney and Risk Manager have signed off on the final agreement. Your phrase “life is not an application of this deal; it’s a dynamic of the system” gets at the right public-policy frame: this should be evaluated as a long-lived system decision, not merely as approval of one vendor proposal. What Project Wolf Proposes Based on the agenda language you provided, “Project Wolf” would place a privately financed treatment facility at the Lena Road Landfill. Chemical Injection Partners Florida, LLC, doing business as CIP Solutions, would finance, build, operate, and maintain it; Manatee

County would purchase treatment services or treated water and lease part of County-owned land to the company.

The stated objectives are substantial:

- Reduce impacts from landfill leachate.
- Expand reclaimed-water capacity.
- Improve readiness for PFAS treatment.
- Increase resilience of landfill and water infrastructure.
- Shift up-front construction financing and operating responsibility to the private partner.

The Lena Road Landfill is a County facility east of I-75 off State Road 64, so the proposed facility is tied directly to a core public-utility asset rather than an isolated private industrial site. mymanatee+1

Why this is more than a contract

A facility like this creates system dependency

That is why “approve staff to proceed” can be misleadingly modest language. The Board is potentially choosing a financing structure, an operating model, a land-use arrangement, a PFAS-risk allocation, and a long-duration counterparty relationship all at once.

The decisive governance concern

The staff report contains an unusually material warning: on July 23, 2026, the County Attorney’s Office reportedly concluded that the agreement submitted was not legally sufficient, recommended revision and resubmission, and had not subsequently opined that the proposed documents were legally sufficient. The agenda also says the County Risk Manager had not approved the agreement’s insurance provisions.

That does not necessarily establish that the project itself is unwise or unlawful. It does mean that approving the transaction in its present form would ask commissioners to proceed despite two unresolved internal controls:

1. Legal sufficiency. The County Attorney’s concerns and redlines should be resolved, not simply noted. The public should be able to tell whether the final documents comply with the applicable authority, including Florida Statutes section 125.35 and the County’s own surplus-land procedures.

2. Risk allocation. Insurance language is not boilerplate in a project involving landfill leachate, PFAS, treatment equipment, public property, and potentially reclaimed water. The agreement needs definite requirements for environmental impairment liability, pollution coverage, workers’ compensation, professional liability where applicable, property damage, indemnification, performance security, and County step-in rights.

The appropriate distinction is:

- Proceed with due diligence: potentially reasonable.

- Authorize negotiations subject to defined protections: potentially reasonable.

- Execute or bind the County to the deal before counsel and risk approval: difficult to justify from a governance standpoint.

The Bradenton Times reported that commissioners were expected to consider a proposed wastewater-treatment project involving a commitment by the County, consistent with the agenda material you quoted.[thebradentontimes](https://www.thebradentontimes.com)

Questions the Board should answer publicly

Before final approval, commissioners should require written, specific answers to these questions:

- What is the total County financial exposure over the entire agreement term—not merely the stated \$21 million project cost?
- Is there a minimum-payment, minimum-volume, take-or-pay, availability-payment, escalation, termination-payment, or guaranteed-return obligation?
- Who owns the facility, land improvements, equipment, permits, intellectual property, and treated water rights at each stage of the term?
- What happens if CIP Solutions fails to perform, becomes insolvent, loses insurance, cannot meet PFAS standards, or experiences a treatment outage?
- What are the treatment-performance standards for leachate and reclaimed water, including sampling frequency, independent verification, failure remedies, and public disclosure?
- Where do concentrated PFAS residuals, spent media, sludge, brine, or other treatment by-products go—and who bears cost and environmental liability for them?
- Does the County have termination rights, audit rights, step-in rights, price-reopener rights, and the right to take ownership or control in an emergency?
- Was the arrangement competitively procured in a manner that legitimately supports selecting this specific vendor and deal structure?
- Why is the project being presented without updated County Attorney legal-sufficiency approval and Risk Manager insurance approval?
- Is the land lease at fair market value or otherwise supported by a documented public-purpose finding and legally adequate disposition process?

A prudent Board action

A defensible action would be to authorize continued negotiation only, while withholding final lease, service agreement, financial commitment, and budget implementation until staff return with:

- A revised agreement marked as legally sufficient by the County Attorney's Office.
- Written approval of the insurance and indemnity package by the County Risk Manager.
- A complete lifecycle-cost comparison against County-owned construction/operation and other procurement alternatives.
- A public term sheet showing payment obligations, escalation, duration,

- renewal, termination, performance guarantees, and default remedies.
- Independent engineering validation of capacity, treatment claims, PFAS-residual management, and reclaimed-water quality.
 - Clear confirmation that the land transaction and procurement route satisfy Florida law and County requirements.
 - A public-interest finding explaining why this ownership and financing model is preferable to alternatives.

That approach does not reject PFAS readiness or improved landfill treatment. It recognizes that environmental infrastructure must be resilient technically, legally, and financially—and that public approvals should follow completed review, not substitute for it.

CERTIFICATE OF SERVICE

I HEREBY certify that a true and correct copy of written response to :
Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5 has been provided by email to the Board of County Commissioners this 29th day of August 2026

FOR THE RECORD

Glen GADFLY Gibellina



Public Comment

Manatee County Government

Submitted On:

Aug 29, 2026, 03:47PM EDT

Full Name	First Name: Glen Last Name: Gibellina
Email	Glengibellina@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	LEASE CIP Resolution B-26-109; and Resolution R-26-122
Comment	August 29, 2026 Manatee County Board of County Commissioners Manatee County Administration Building 1112 Manatee Avenue West Bradenton, Florida 34205 Re: Opposition to Approval of Project Wolf—Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Budget Amendment Resolution B-26-109; and Resolution R-26-122 Dear Chair and Commissioners: I respectfully urge the Board to vote NO on Project Wolf as presented, including the proposed lease of County-owned property to Chemical Injection Partners Florida, LLC, doing business as CIP Solutions; Budget Amendment Resolution B-26-109; and Resolution R-26-122. Manatee County should pursue responsible landfill-leachate management, PFAS preparedness, and reliable water infrastructure. However, the need for treatment does not justify approving a poorly vetted private arrangement that places public land, public funds, and long-term public utility obligations at risk. This proposed lease and service arrangement has not been shown to provide a clear, measurable, and enforceable benefit to Manatee County taxpayers. The proposal would place a privately financed, privately built, privately operated treatment facility at the Lena Road Landfill. CIP Solutions would finance, construct, operate, and maintain the facility, while the County would lease public property and purchase treatment services or treated water. This is not a limited administrative action. It is a long-term policy choice that can bind taxpayers to a particular vendor, technology, operational model, payment structure, and environmental-risk allocation for years to come.

The public has not been provided sufficient evidence that this structure is the best value for taxpayers. Before approving a lease or committing County resources, the Board should know the County's complete financial exposure over the full life of the agreement—not merely the stated project cost. The public deserves clear disclosure of all service payments, price escalators, minimum-volume or minimum-payment obligations, availability payments, renewal provisions, termination costs, contingencies, and potential taxpayer liabilities.

The Board should also consider whether the County is receiving fair value for the use of its land. Public land at a critical utility asset should not be made available to a private operator without a clear legal basis, a documented public purpose, appropriate compensation or value, enforceable County protections, and a transparent explanation of why the public-private structure is superior to County ownership, competitive alternatives, or another procurement approach.

Most importantly, the agenda material raises serious unresolved governance concerns. It states that, on July 23, 2026, the County Attorney's Office advised that the agreement submitted for review was not legally sufficient; recommended that staff address the legal comments and redlined edits; and requested that the documents be revised and resubmitted for legal review. The same material states that the documents were not resubmitted before Board consideration, that the County Attorney's Office has not opined that the proposed documents are legally sufficient, and that the County Risk Manager has not approved the proposed insurance provisions.

The Board should not approve this transaction while these safeguards remain unresolved. Legal sufficiency and risk-management approval are not optional formalities. They are basic protections for taxpayers and for the County itself—especially where the proposal involves PFAS, landfill leachate, biosolids, private treatment infrastructure on public land, insurance and indemnity terms, and potentially significant long-term financial commitments.

Approval at this stage would be premature because the Board and public still need clear answers to fundamental questions:

- What is the maximum total financial obligation of Manatee County over the agreement term?
- Will the County be required to make minimum payments, take-or-pay payments, availability payments, escalation payments, or termination payments?
- What is the lease value, and how was it determined to be fair and in the public interest?

- Who owns the facility, equipment, improvements, permits, and treated-water rights during and after the agreement?
- What happens if CIP Solutions fails to perform, loses required insurance, becomes insolvent, cannot meet treatment standards, or has an operational failure?
- Who pays for and remains liable for PFAS concentrate, spent filtration media, sludge, brine, or other treatment residuals?
- What independent standards, monitoring, public reporting, remedies, and penalties will ensure performance?
- Does the County have meaningful audit rights, termination rights, emergency step-in rights, and the ability to protect public health and utility operations if the vendor defaults?
- Was the vendor and deal structure selected through a process that provides the County with genuine competition, best value, and transparency?
- Why is the Board being asked to approve a lease and budget action before the County Attorney and County Risk Manager have completed and approved their respective reviews?

Taxpayers should not be asked to assume unknown financial, environmental, and legal risks so that a private company can obtain the benefit of County land and a potentially long-term County revenue stream. The County should not substitute an incomplete agreement for completed due diligence. Nor should it use a budget amendment or lease authorization to move ahead before the governing documents are legally sufficient and the risk protections are approved.

Accordingly, I request that the Board reject the proposed approval at the September 1, 2026 meeting. At a minimum, the Board should defer any binding action until staff returns with all of the following:

- A revised agreement determined legally sufficient by the County Attorney's Office.
- Written approval of insurance, indemnification, pollution and environmental liability coverage, and related risk provisions by the County Risk Manager.
- A complete public lifecycle-cost analysis comparing the proposed arrangement with County-owned and competitively available alternatives.
- A public term sheet stating the full payment structure, escalations,

duration, renewals, termination rights, default remedies, performance guarantees, and maximum taxpayer exposure.

- Independent engineering review of treatment capacity, PFAS performance, reclaimed-water quality, residuals management, disposal obligations, and operational risks.
- A documented finding that the land lease, procurement route, and transaction structure comply with applicable Florida law and County requirements.
- A clear public-interest finding establishing that the lease and overall arrangement deliver demonstrable value to Manatee County taxpayers.

A vote against this proposal as presently structured is not a vote against PFAS treatment, landfill improvements, or environmental responsibility. It is a vote for due diligence, legal compliance, fiscal accountability, fair value for public assets, and protection of the taxpayers who will bear the consequences if this arrangement fails.

Please do not approve Project Wolf, Resolution B-26-109, or Resolution R-26-122 until the County has established, with complete public documentation, that the proposal is lawful, financially prudent, technically sound, and demonstrably beneficial to Manatee County taxpayers.

Respectfully submitted,
Glen GADFLY Gibellina

This is still a proposed five-year agreement estimated at roughly \$4.2 million to \$4.5 million per year. It involves a private company, county-owned land, treatment infrastructure, future operating costs, performance standards, and possible rate impacts.

The FAQ also says Project Wolf is not currently required by the State or FDEP. That matters.

If this is not required right now by the state or FDEP, then the public deserves to know why this agreement must be approved now, before the election and before the new Board is seated.

If there is an immediate legal, regulatory, environmental, or capacity deadline, please clearly explain that to the public.

But if this is a proactive policy choice, then this should not be rushed.

Before approval, I believe the Board should answer several basic questions:

Can this work be done in-house by Manatee County?

If not, where is the analysis showing why?

Was the sole-source process truly the best option?

Were other technologies or vendors seriously evaluated?

Who owns the facility and equipment?

Who carries liability if something goes wrong?

What happens if the treatment does not perform as promised?

What happens if projected volumes or revenues do not materialize?

What protections exist for taxpayers if this becomes more expensive than expected?

And why should county-owned land be leased to a private operator for \$1 a year?

PFAS treatment matters. Planning ahead matters. But public land, public dollars, and long-term service obligations matter too.

Do not ask the Board or the public to rely on an FAQ when this needs legal, financial, and technical answers on the record.



Public Comment

Manatee County Government

Submitted On:

Aug 29, 2026, 09:16PM EDT

Full Name	First Name: Sari Last Name: Lindroos-Valimaki
Email	Sari4manatee@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Project Wolf /CIP Solutions Agreement
Comment	Public Comment on Project Wolf / CIP Solutions Agreement I have serious concerns about the proposed Project Wolf agreement with CIP Solutions. My concern is not whether PFAS treatment is important. It is. Landfill leachate and biosolids are difficult waste streams, and Manatee County does need to plan responsibly for PFAS, reclaimed water, wastewater capacity, and future regulations. My concern is the structure and timing of this agreement. According to the Project Wolf FAQ, this project would treat landfill leachate and biosolids before they go through the county's regular wastewater system. The goal is cleaner reusable water, freeing up capacity at existing treatment plants, and removing up to 90% of PFAS based on the Project Viking pilot. That sounds promising. But promising technology does not remove the Board's responsibility to scrutinize the deal.

This is still a proposed five-year agreement estimated at roughly \$4.2 million to \$4.5 million per year. It involves a private company, county-owned land, treatment infrastructure, future operating costs, performance standards, and possible rate impacts.

The FAQ also says Project Wolf is not currently required by the State or FDEP. That matters.

If this is not required right now by the state or FDEP, then the public deserves to know why this agreement must be approved now, before the election and before the new Board is seated.

If there is an immediate legal, regulatory, environmental, or capacity deadline, please clearly explain that to the public.

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Who carries liability if something goes wrong?

What happens if the treatment does not perform as promised?

What happens if projected volumes or revenues do not materialize?

What protections exist for taxpayers if this becomes more expensive than expected?

And why should county-owned land be leased to a private operator for \$1 a year?

PFAS treatment matters. Planning ahead matters. But public land, public dollars, and long-term service obligations matter too.

Do not ask the Board or the public to rely on an FAQ when this needs legal, financial, and technical answers on the record.



Public Comment

Manatee County Government

Submitted On:

Aug 30, 2026, 10:17AM EDT

Full Name	First Name: David Last Name: Daniels
Email	davidd4300@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Project Wolf – Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill.
Comment	Only commissioners with their heads purposely stuck in the sand would trust this administration to act with integrity and transparency. The public most certainly does not. Refer this to the IG so we can plainly see the procurement process violations. Unbelievable that the administrator just ignores the county attorney's directives. And never any accountability. A complete dereliction of duty by the BoCC.



Public Comment

Manatee County Government

Submitted On:

Aug 30, 2026, 10:21AM EDT

Full Name	First Name: Tamara Last Name: Harte
Email	tamara4Manatee@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Agenda Item 34. Government Relations - Wolf Project
Comment	Re: Deny the contract and proposal of CPI Solutions and the building of a privately owned waste water facility being built over the Piney Point Super Fund Disaster! Commissioners Please do not approve this agenda item. Why, 1. Has not had a proper legal review, which was requested by Manatee's Legal Counsel. 2. The potential POLLUTION of Tampa Bay as well as the water resources for Manatee and surrounding communities of Tampa Bay. 3. Manatee County officials and experts said the Piney Point Well would be capped once the emergency was of 2021 Piney Point was over. This well should not be used as a PRIVATELY owned well by anyone. Manatee County would loose its oversight and the residents of Manatee would loose its protection of their water resources. Deep well injection sites were deemed terrible for the environment by FDEP 40 years ago, and the reasons still stand today. PLEASE PROTECT OUR MANATEE RESOURCES, by sustainable development that takes into consideration the FINITE natural resources, protect mangrove forests and seagrass meadows, and the fish and wildlife habitat that surrounds Manatee County. Please do the right thing! Concerned Manatee Voter and grandmother Tamara Harte



Public Comment

Manatee County Government

Submitted On:
Aug 30, 2026, 11:25AM EDT

Full Name	First Name: Janice Last Name: Haber
Email	janice.haber@hotmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Wolf project
Comment	Stop! Follow the normal process including complete legal and public financial review. What's the hurry, what are you hiding?



Public Comment

Manatee County Government

Submitted On:

Aug 31, 2026, 01:31AM EDT

Full Name	First Name: Martha Last Name: Jacobs
Email	mjorders@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	October 01, 2026
Topic/Agenda Item	Regular Agenda Item #34
Comment	Regular Agenda Item #34 – Why are we giving things away? You're crying broke when asked for a concrete block kennel building necessary for a public safety issue yet you'll consider spending \$21M for a privately owned facility? A \$21M CIP Solutions deal where the county will pay to build for a privately owned facility on County land makes no sense at all. This is yet another very questionable contract proposal between Manatee County Government and CIP Solutions, where a former deputy county administrator is now a top executive. Even the county's own attorney is waving red flags on this. Either make this make sense or stop wasting time and money on ridiculous glad-handing. Please vote NO on this Thank you

From: chrisnlinda1@verizon.net <chrisnlinda1@verizon.net>
Sent: Monday, August 31, 2026 10:03 AM
To: Tal Siddique <tal@mymanatee.org>; Amanda Ballard <amanda.ballard@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>
Cc: Pamela DAgostino <pamela.dagostino@mymanatee.org>; Charlie Bishop <charlie.bishop@mymanatee.org>; Vicki Tessmer <vicki.tessmer@manateeclerk.com>; BCC Agenda <bcc.agenda@mymanatee.org>
Subject: 9/1/2026 Agenda Item 31 (Project Wolf / CIP Solutions, Inc.)

Dear Commissioners, County Attorney's Office, and Clerk of Court:

My name is William "Chris" Daley, and I am submitting this formal communication as a Manatee County property owner, taxpayer, and a 30-year veteran of the Florida Retirement System who spent 20 years with the Manatee County Procurement Division, retiring last year as a Procurement Project Manager. Having dedicated two decades of my professional career to administering, enforcing, and safeguarding the integrity of Manatee County's local procurement code and ensuring strict adherence to Florida statutory guardrails, I am compelled to urge the Board to pull or defer Agenda Item 31 (Project Wolf – CIP Solutions, Inc.) from the upcoming meeting agenda.

While I take absolutely no position on the underlying business merits, commercial terms, or environmental objectives of the proposed leachate and biosolids treatment facility, the procedural methodology currently being executed by administrative staff contains fatal legal and procedural defects. Proceeding with an award under the current posture exposes Manatee County to immediate contractor bid protests, taxpayer injunctions, and an inevitable judicial ruling declaring the resulting agreement void ab initio (invalid from its inception).

SUMMARY OF STATUTORY & ADMINISTRATIVE DEFICIENCIES

1. Misapplication of County Procurement Code (Chapter 2-26)

It appears that administrative staff has attempted to bypass mandatory competitive procurement frameworks by publishing an administrative website 'Notice of Intent to Award a Sole Source.' Having spent 20 years administering Manatee County's Procurement Code, I know definitively that Chapter 2-26 explicitly excludes public works construction. The Procurement Division does not possess the administrative or legal authority under local ordinance to apply an informal commodities/services website notice to a \$21 million capital utility infrastructure project. Utilizing an inapplicable code mechanism to bypass bidding constitutes a material administrative ultra vires act.

2. Non-Compliance with Public Construction Bidding Mandates (F.S. § 255.20)

Under Florida Statute § 255.20(1), county construction projects exceeding strict statutory monetary thresholds must be competitively procured via an open invitation for bids or requests for proposals. Local administrative staff cannot override state statute

via a website notice. Waiving competitive bidding under Section 255.20(1)(c) requires a formal public hearing and the adoption of an explicit resolution approved by a two-thirds (2/3) supermajority vote of the Board of County Commissioners. This resolution must be supported by detailed, documented findings of fact explaining why competition is impossible or contrary to the public interest. No such hearing has occurred, and no such resolution has been executed.

3. Circumvention of the Mandatory State P3 Process (F.S. § 255.065)

A long-term transaction where a private vendor designs, builds, finances, and operates a public utility asset on county-owned land leased for nominal rent (\$1/year) is, by definition, a Public-Private Partnership (P3). Under Florida Statute § 255.065, including recent fast-track legislative provisions, a county is legally prohibited from executing a contract with a single unsolicited proposer unless it satisfies a rigid public hearing sequence:

☒1- Public Meeting #1: A formal, public presentation of the unsolicited proposal with an open, documented public comment period.

☒2- Public Meeting #2: A subsequent, separate public meeting where the Board evaluates specific statutory criteria and votes to determine that the proposal serves a paramount public interest.

☒3- FAR Publication: Only after that formal public interest determination is made at the second meeting can the mandatory report be published in the Florida Administrative Register for at least 7 days.

4. Real Property Leasing Defects & Prior Unresolved Legal Insufficiency

Leasing public utility land for a nominal fee (\$1/year) bypasses the competitive land disposition mandates established under F.S. § 125.35, which requires property to be leased to the highest and best bidder unless an explicit statutory exemption is satisfied.

Furthermore, moving forward on a transaction of this scale when the Manatee County Attorney's Office (CAO) previously identified significant legal insufficiency—and without a documented, cleared legal sufficiency sign-off on the final agreement—creates unacceptable legal, operational, and financial exposure for Manatee County taxpayers.

FORMAL REQUESTED ACTION

To preserve the integrity of our public procurement standards, uphold the rule of law, and protect the County from catastrophic litigation risks, I respectfully request that the Board pull Agenda Item 31 from the agenda or defer action until:

1. The County Attorney's Office evaluates these specific statutory boundaries and issues a formal, written legal opinion confirming whether F.S. § 255.20 and F.S. § 255.065 govern this transaction; and

2. Administrative staff either re-solicits the project under standard competitive public works bidding or initiates the proper statutory two-meeting P3 public hearing sequence.

Respectfully submitted,

William "Chris" Daley

Manatee County Property Owner & Taxpayer

Retired Procurement Project Manager, Manatee County Procurement Division (20 Years
of Dedicated County Service | 30-Year FRS Member)

941-565-9953



Public Comment

Manatee County Government

Submitted On:

Aug 31, 2026, 01:04PM EDT

Full Name	First Name: Chris Last Name: Daley
Email	chrisnlinda1@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Item 34- Project Wolf/ CIP Solutions
Comment	Dear Commissioners, County Attorney's Office, and Clerk of Court: I am submitting this formal communication as a Manatee County property owner, taxpayer, and a 30-year veteran of the Florida Retirement System who spent 20 years with the Manatee County Procurement Division, retiring last year as a Procurement Project Manager. Having dedicated two decades of my professional career to administering, enforcing, and safeguarding the integrity of Manatee County's local procurement code and ensuring strict adherence to Florida statutory guardrails, I am compelled to urge the Board to pull or defer Agenda Item 34 (Project Wolf – CIP Solutions, Inc.) from the upcoming meeting agenda. While I take absolutely no position on the underlying business merits, commercial terms, or environmental objectives of the proposed leachate and biosolids treatment facility, the procedural methodology currently being executed by administrative staff contains fatal legal and procedural defects. Proceeding with an award under the current posture exposes Manatee County to immediate contractor bid protests, taxpayer injunctions, and an inevitable judicial ruling declaring the resulting agreement void ab initio (invalid from its inception). SUMMARY OF STATUTORY & ADMINISTRATIVE DEFICIENCIES 1. Misapplication of County Procurement Code (Chapter 2-26) Administrative staff has attempted to bypass mandatory competitive procurement frameworks by publishing an administrative website 'Notice of Intent to Award a Sole Source.' Having spent 20 years administering Manatee County's Procurement Code, I know definitively that Chapter 2-26 explicitly excludes public works construction. The Procurement Division does not possess the administrative or legal authority under local ordinance to apply an informal commodities/services website notice to a \$21 million capital utility infrastructure project. Utilizing an inapplicable code mechanism to bypass bidding constitutes a material administrative ultra vires act. 2. Non-Compliance with Public Construction Bidding Mandates (F.S. § 255.20)

Under Florida Statute § 255.20(1), county construction projects exceeding strict statutory monetary thresholds must be competitively procured via an open invitation for bids or requests for proposals. Local administrative staff cannot override state statute via a website notice. Waiving competitive bidding under Section 255.20(1)(c) requires a formal public hearing and the adoption of an explicit resolution approved by a two-thirds (2/3) supermajority vote of the Board of County Commissioners. This resolution must be supported by detailed, documented findings of fact explaining why competition is impossible or contrary to the public interest. No such hearing has occurred, and no such resolution has been executed.

3. Circumvention of the Mandatory State P3 Process (F.S. § 255.065)

A long-term transaction where a private vendor designs, builds, finances, and operates a public utility asset on county-owned land leased for nominal rent (\$1/year) is, by definition, a Public-Private Partnership (P3). Under Florida Statute § 255.065, including recent fast-track legislative provisions, a county is legally prohibited from executing a contract with a single unsolicited proposer unless it satisfies a rigid public hearing sequence:

Public Meeting #1: A formal, public presentation of the unsolicited proposal with an open, documented public comment period.

Public Meeting #2: A subsequent, separate public meeting where the Board evaluates specific statutory criteria and votes to determine that the proposal serves a paramount public interest.

FAR Publication: Only after that formal public interest determination is made at the second meeting can the mandatory report be published in the Florida Administrative Register for at least 7 days.

4. Real Property Leasing Defects & Prior Unresolved Legal Insufficiency
Leasing public utility land for a nominal fee (\$1/year) bypasses the competitive land disposition mandates established under F.S. § 125.35, which requires property to be leased to the highest and best bidder unless an explicit statutory exemption is satisfied.

Furthermore, moving forward on a transaction of this scale when the Manatee County Attorney's Office (CAO) previously identified significant legal insufficiency—and without a documented, cleared legal sufficiency sign-off on the final agreement—creates unacceptable legal, operational, and financial exposure for Manatee County taxpayers

FORMAL REQUESTED ACTION

To preserve the integrity of our public procurement standards, uphold the rule of law, and protect the County from catastrophic litigation risks, I respectfully request that the Board pull Agenda Item 34 from the agenda or defer action until:

1. The County Attorney's Office evaluates these specific statutory boundaries and issues a formal, written legal opinion confirming whether F.S. § 255.20 and F.S. § 255.065 govern this transaction; and
2. Administrative staff either re-solicits the project under standard

competitive public works bidding or initiates the proper statutory two-meeting P3 public hearing sequence.

Respectfully submitted,

William "Chris" Daley

Manatee County Property Owner & Taxpayer

Retired Procurement Project Manager, Manatee County Procurement
Division (20 Years of Dedicated County Service | 30-Year FRS Member)

941-565-9953



Public Comment

Manatee County Government

Submitted On:
Aug 31, 2026, 01:23PM EDT

Full Name	First Name: Ruth Ann Last Name: Cassell
Email	ruthann2015fl@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Item 34
Comment	Please Deny item 34 No legal review.



Public Comment

Manatee County Government

Submitted On:

Aug 28, 2026, 05:38PM EDT

Full Name	First Name: Glen GADFLY Last Name: Gibellina
Email	Glengibellina@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Adoption of Resolution R-26-97 authorizing the conveyance of County-owned property, known as the GTE building, located at 1009 4th Avenue West, Bradenton, Florida 34205, and execution of a County Deed to the City of Bradenton, a Florida municipal corporation, Peter Morrow, Property Acquisition Division Manager, District
Comment	"Why Should the Taxpayer Get Screwed on This Deal?" Commissioners vote NO on Resolution R-26-97 at the September 1, 2026 meeting. According to the agenda item, County Administration's stated rationale is that transferring the GTE building to the City of Bradenton "will preserve a historic downtown building, promote economic development, expand educational opportunities, and serve the public interest and welfare," aligning with the Downtown district Community Redevelopment Plan . The deed's reverter clause is the only mechanism meant to lock the City into that public-purpose use — but as noted, it expires automatically five years after recording, after which the City could repurpose or even sell the property with no further obligation to the County . Why a land trust structure would be stronger Placing the property into a land trust — rather than deeding it away — would let the County retain underlying ownership while leasing usage rights to the City (or a nonprofit/educational operator) for the same educational, workforce-development, or redevelopment purposes. This approach would: • Preserve the County's \$483,000 investment and the \$1,215,000 appraised asset value on its books, rather than writing it off to zero . • Allow the County to collect lease revenue (even nominal or below-market rent) instead of receiving nothing. • Give the County permanent leverage to enforce the public-purpose use for as long as the lease runs, rather than losing that leverage after five years once the reverter expires. • Let the County reclaim the property or renegotiate terms if the City's use changes, fails, or the building is neglected — something an outright deed transfer forecloses. • Still let the City sublease, program, or manage the building for education/workforce training as intended, satisfying the stated public-

interest goal without the County giving up ownership. This is essentially how many municipalities structure historic-building or community-asset arrangements — the public entity retains title via a land trust or long-term ground lease, while the operating partner gets full use of the building. It accomplishes the same stated goals (preserving the historic building, expanding education/workforce programs) without the taxpayer footing a permanent, uncompensated loss.

- Direct financial loss: The County spent \$483,000 to reacquire the property in 2023–2024, and giving it away for \$0 means taxpayers absorb that entire loss — made worse by the fact that the County's own appraiser values the property at \$1,215,000, meaning over a million dollars in value is being surrendered with zero compensation.
- Repeated reversals: The property has changed hands three times in four years (sold to FCG in 2022, repurchased in 2024 for a parking garage project that was later scrapped, now proposed for a no-cost giveaway), each cycle carrying real transaction costs paid by taxpayers.
- Weak safeguard: The deed's reverter clause — the only protection ensuring the property is actually used for its stated public purpose — automatically expires after just five years, after which the City has no binding obligation to honor that purpose.
- Concrete alternatives: The letter proposes the Board require fair market value or reimbursement of the County's purchase cost, use a long-term lease instead of a deed transfer, extend or make permanent the reverter period, and commission a formal cost-benefit analysis before voting.

FOR THE RECORD
GLEN GADFLY GIBELLINA



Public Comment

Manatee County Government

Submitted On:
Aug 31, 2026, 12:33PM EDT

Full Name	First Name: Gail Last Name: Stout
Email	
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Resolution R-26-97 Conveyance of GTE Building
Comment	Against no-cost transfer of GTE building that Manatee County paid \$483,000 for and is now appraised at over \$1 million. Also against the terms of only 5 year right of reversion and right to reclaim. This time period is much too short.



Public Comment

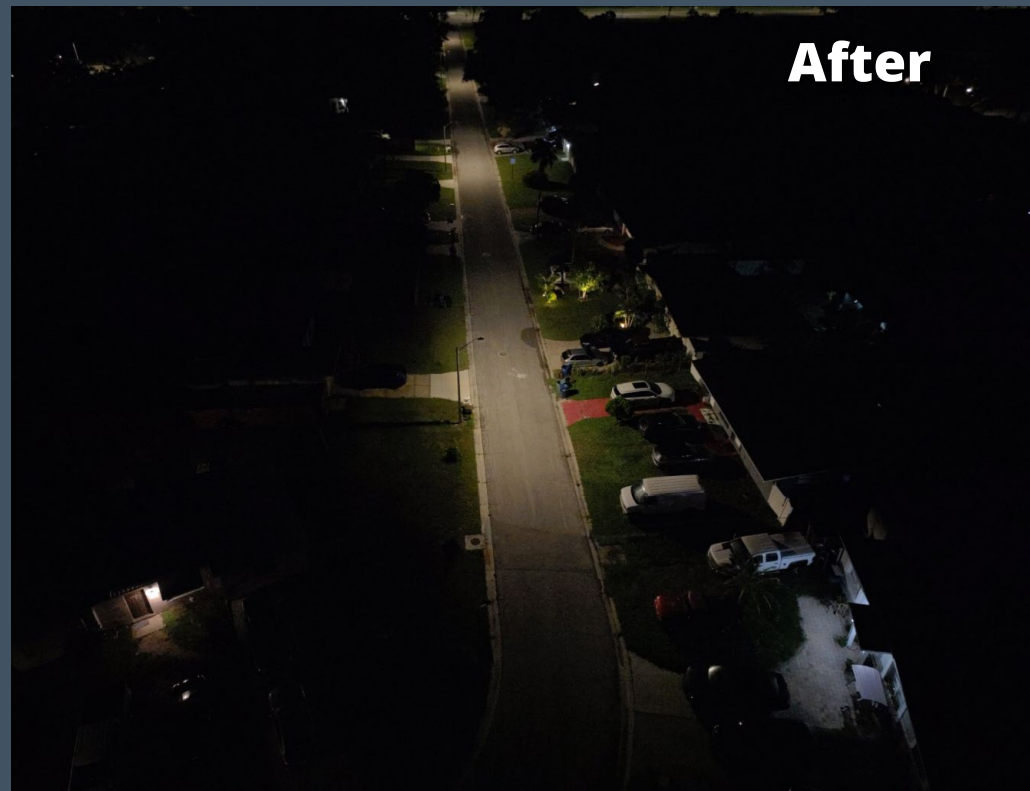
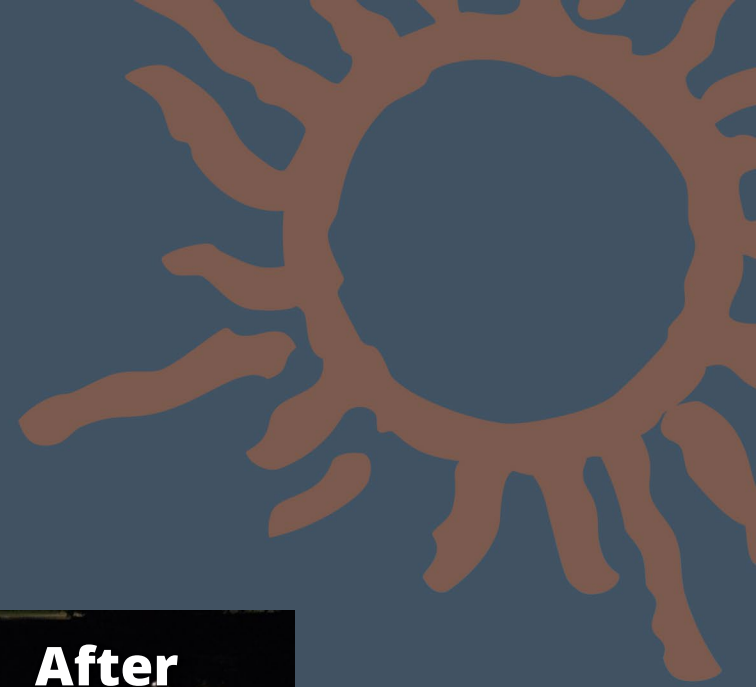
Manatee County Government

Submitted On:

Aug 31, 2026, 01:40AM EDT

Full Name	First Name: Martha Last Name: Jacobs
Email	mjorders@verizon.net
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Regular Agenda Item #35
Comment	Regular Agenda Item #35 – Again, why are we giving things away? You cry broke when asked for a concrete block kennel building necessary for a public safety issue yet you'll consider giving away real property valued at \$1.2M. If the county no longer wants to maintain it, please lease it at fair market to Point Park University. Or, better yet, lease it at a reasonable amount to a local well-funded nonprofit who can utilize the building and property for needy individuals in the county. Certainly, there is an organization supporting Veterans, domestic violence survivors &/or sexual assault survivors, the unhoused, etc. who would be delighted to use the building to support their mission and assist people IN Manatee County. Either make this make sense or stop wasting time and money on ridiculous glad-handing. Please vote NO on this. Thank you

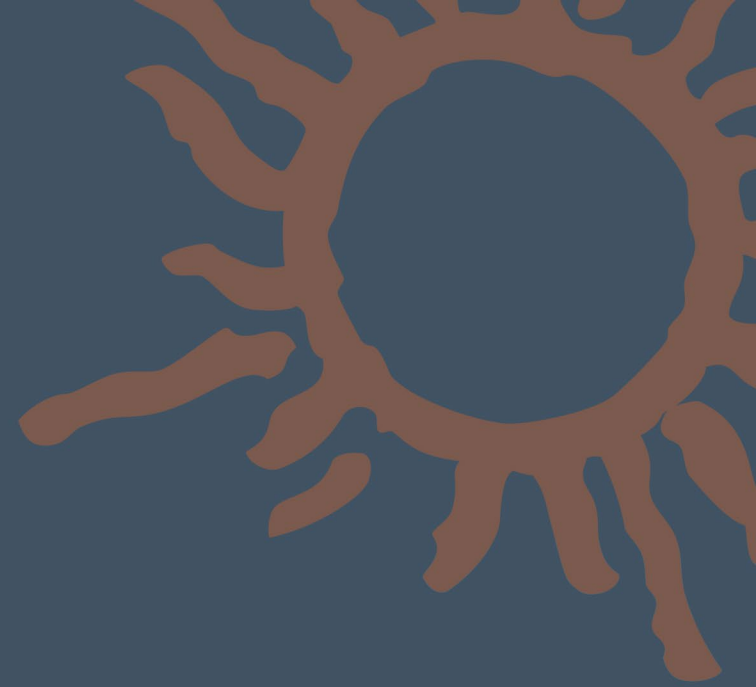
'LIGHT UP MANATEE' PROJECT UPDATE



September 1, 2026

Presentation Topics

- **Program Background**
- **Public Outreach**
- **Project Update**
- **What's Next**



Program Background

- **August 3, 2023 – Project initiated**
- **October 25, 2023 – Website rollout**
- **January 1, 2024 – Construction began**
- **January 9, 2024 – Board adopted formal policy (R-24-018)**
- **August 13, 2024 – Dissolved lighting MSBU accounts**
- **May 20, 2025 – First project update**



August 3, 2023:
Project Initiated

October 25, 2023:
Website Rollout

January 1, 2024:
Construction
Began

January 9, 2024:
Adopted Policy

August 13, 2024:
Absorbed
Lighting MSBUs

May 20, 2025:
Project Update

Purpose & Scope

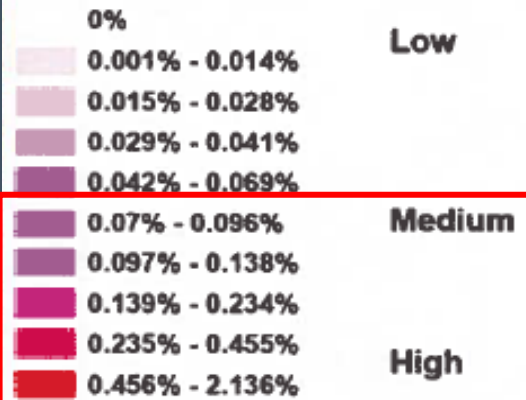
- **Reduce nighttime crime and vehicle accidents**
- **Focus Districts 4, 2 & 3**
- **Starting budget \$3,000,000 / Generational Impact Funds**



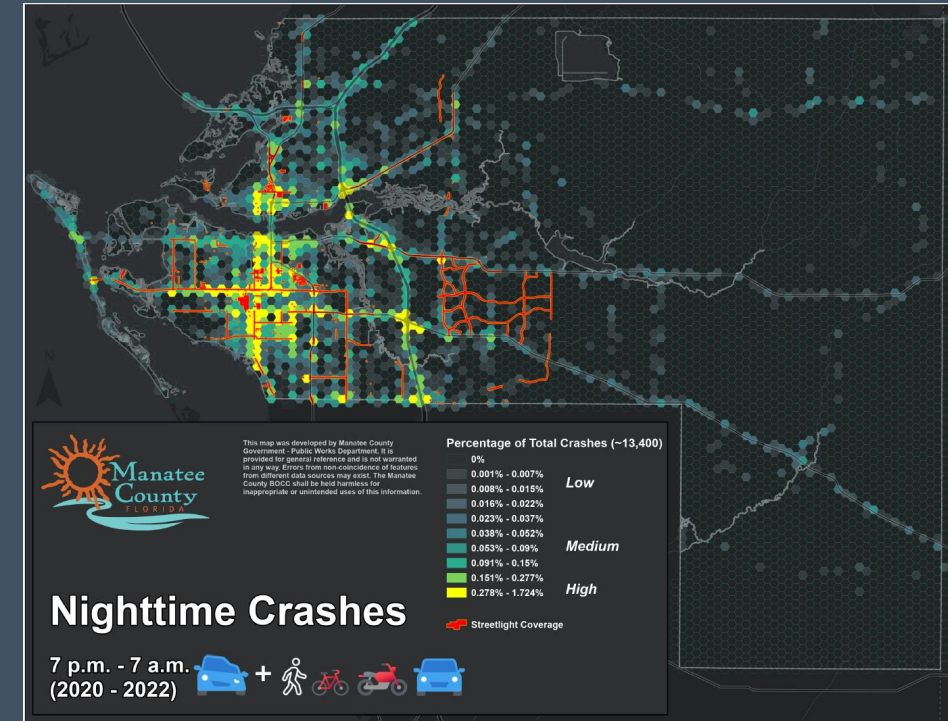
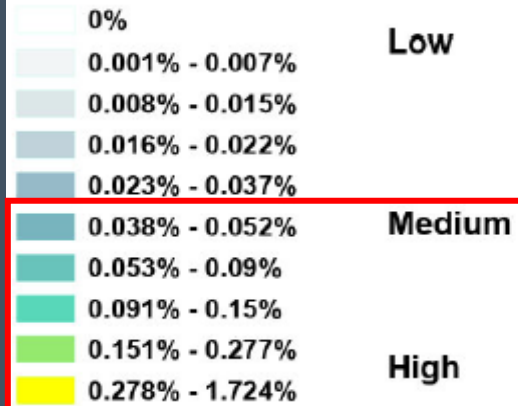
Establishing Priority Project Locations

- Gathered nighttime crime and crash data
- Developed GIS heat maps
- Established project locations

MSO Night Crime (Hex)
Percentage of Total Events (~7,304)



All Nighttime Crashes (Hex)
Percentage of Total Crashes (~13,400)



Design & Installation

THOROUGHFARES

- Each design is custom
- Uses lighting design software to achieve uniform lighting
- Results in variable fixture height, arm length and pole spacing

NEIGHBORHOODS

- Uniform design criteria:
- Focus on intersections and cul-de-sacs
- Standard Spacing – 200' to 250'
- Standard Pole & Light Fixture
 - Concrete Pole
 - 5,000 Lumen LED Roadway Fixture
 - Shields (upon request)

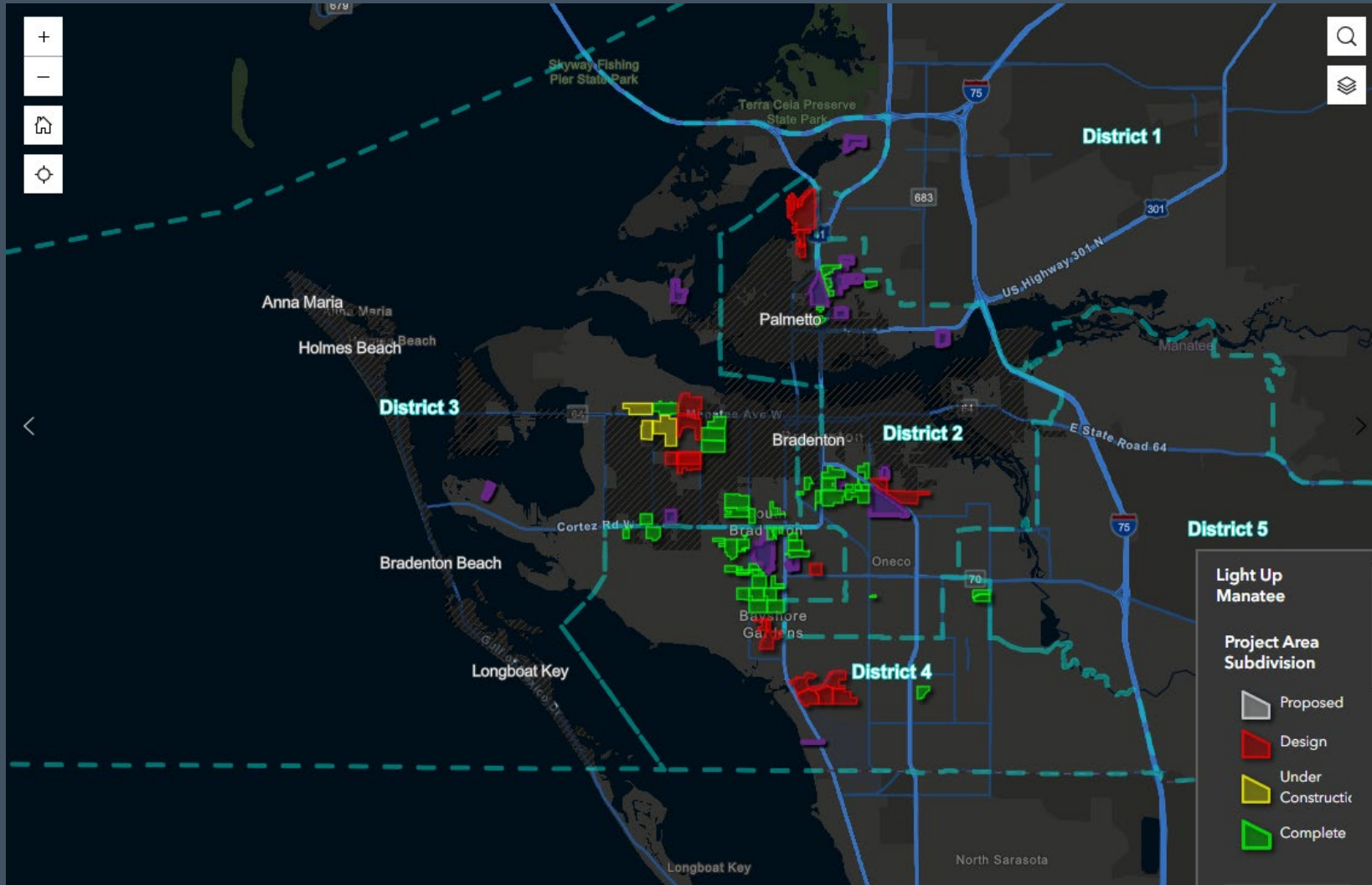


Public Outreach

- **Website Link :**
 - <https://light-up-manatee-manateeegis.hub.arcgis.com/>
- **Identifies project locations**
- **Provides project status updates**
- **Provides before & after photos of completed projects**
- **Provides up to date information on frequently asked questions/ FAQ's**
- **Interactive - citizens can submit requests & report outages**
- **Project signs placed in neighborhoods prior to construction**
- **Distributed flyers**

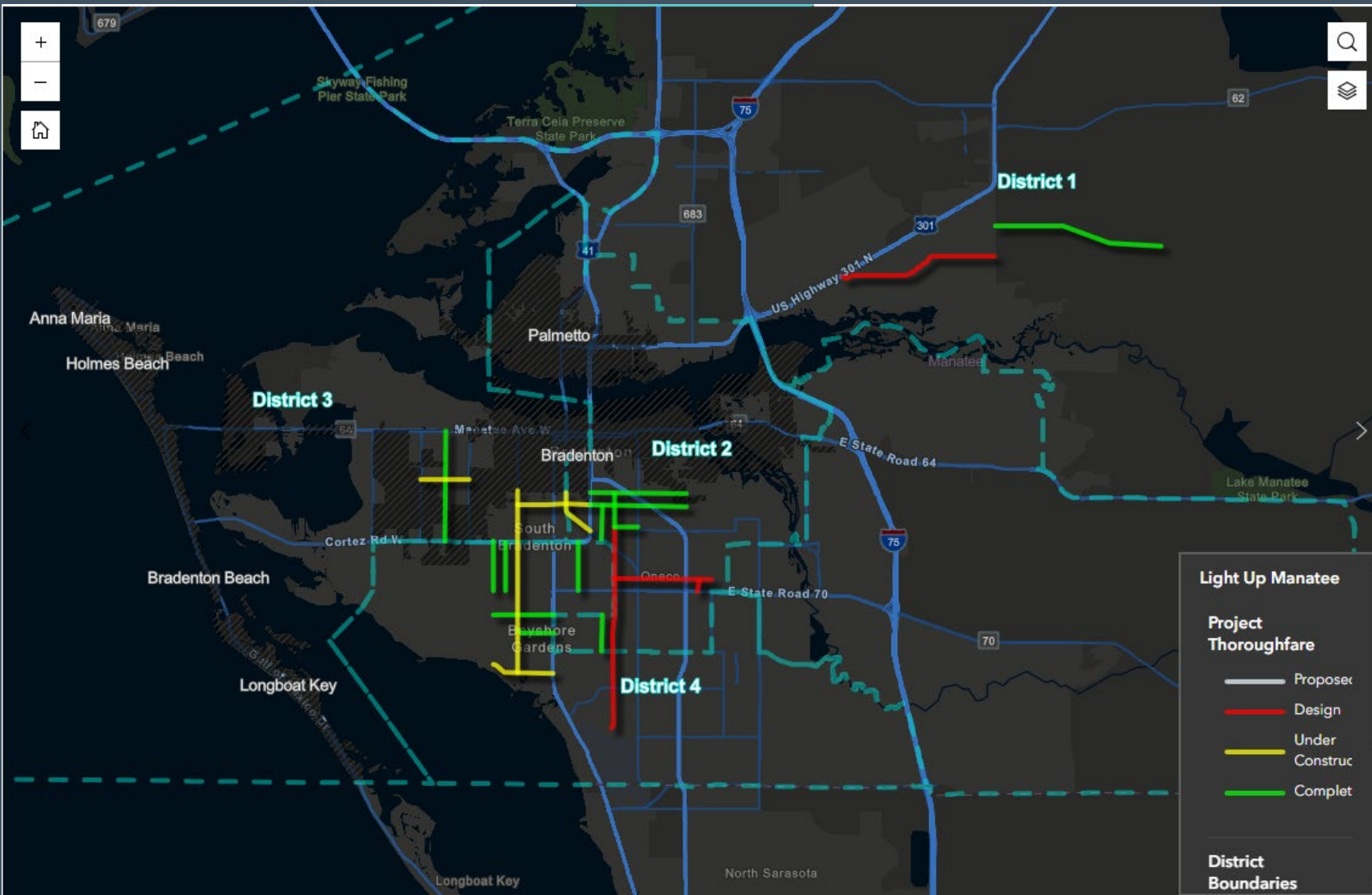


Website Map View - Neighborhoods



- **Project Locations - 40**
- **Proposed - 2,184**
- **Design - 150**
- **Under Construction - 474**
- **Complete - 1,560**
- **As of 8/06/2026**

Website Map View - Thoroughfares



- **Project Locations - 19**
- **Proposed - 1,347**
- **Design - 398**
- **Under Construction - 54**
- **Complete - 895**
- **As of 8/06/2026**

Light Up Manatee Project Update



Project Update

- **Budget \$3,000,000**
- **Total spend for Neighborhoods - \$ 2,703,920.27**
- **Total spend for Thoroughfares - \$ 409,846.47**
- **Total spend to date: \$3,113,766.73**



Project Update

- **Total installations projected: 3,531**
- **Installed to date: 2,455**
 - **Neighborhoods: 1,560**
 - **Thoroughfares: 895**
- **70% Complete**

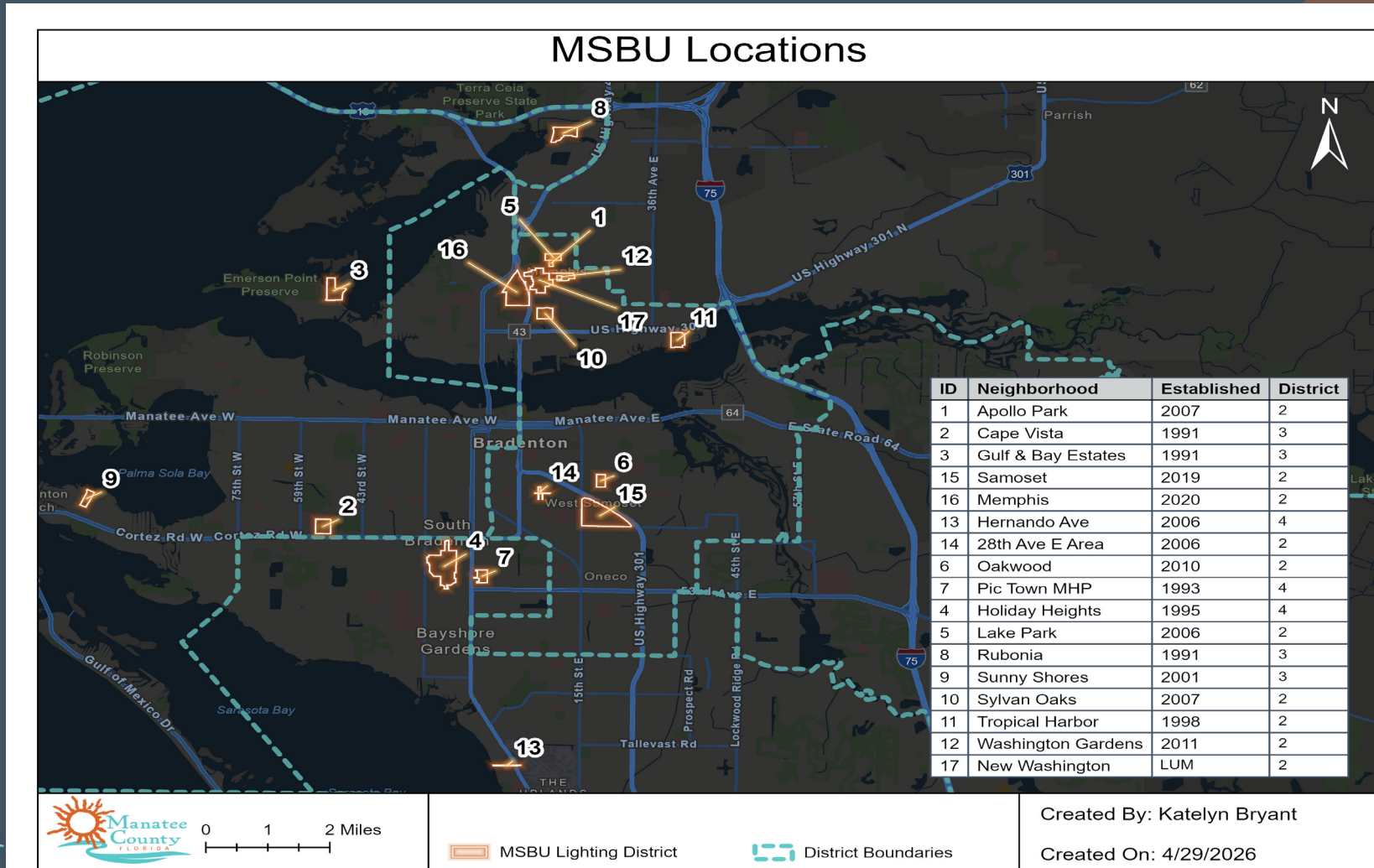


Estimated Annual Operating Costs

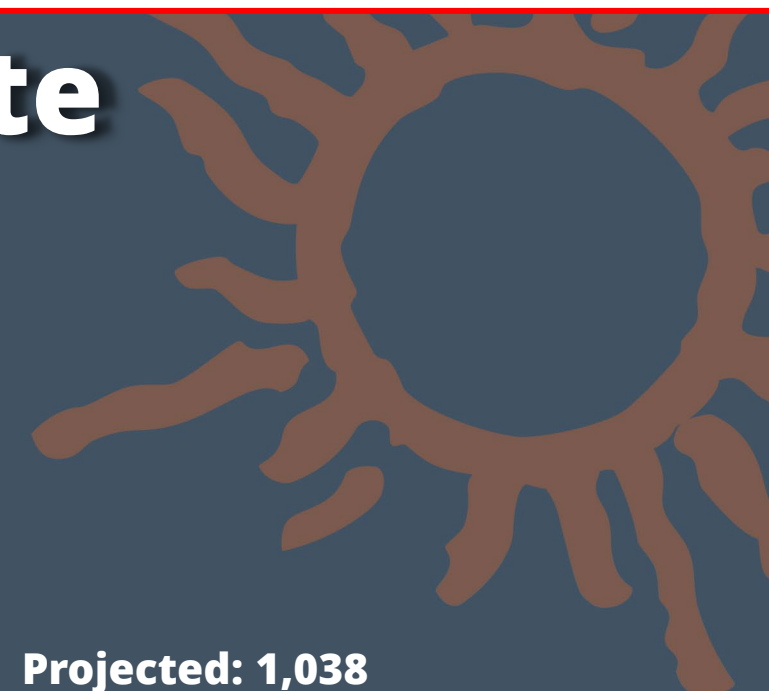
- **Current Estimated Annual Operating Cost: \$810,451.53**
- **Neighborhood: \$ 644,562.53**
- **Thoroughfares: \$ 165,889.00**
- **Based on completed installations of 3,531 lights**



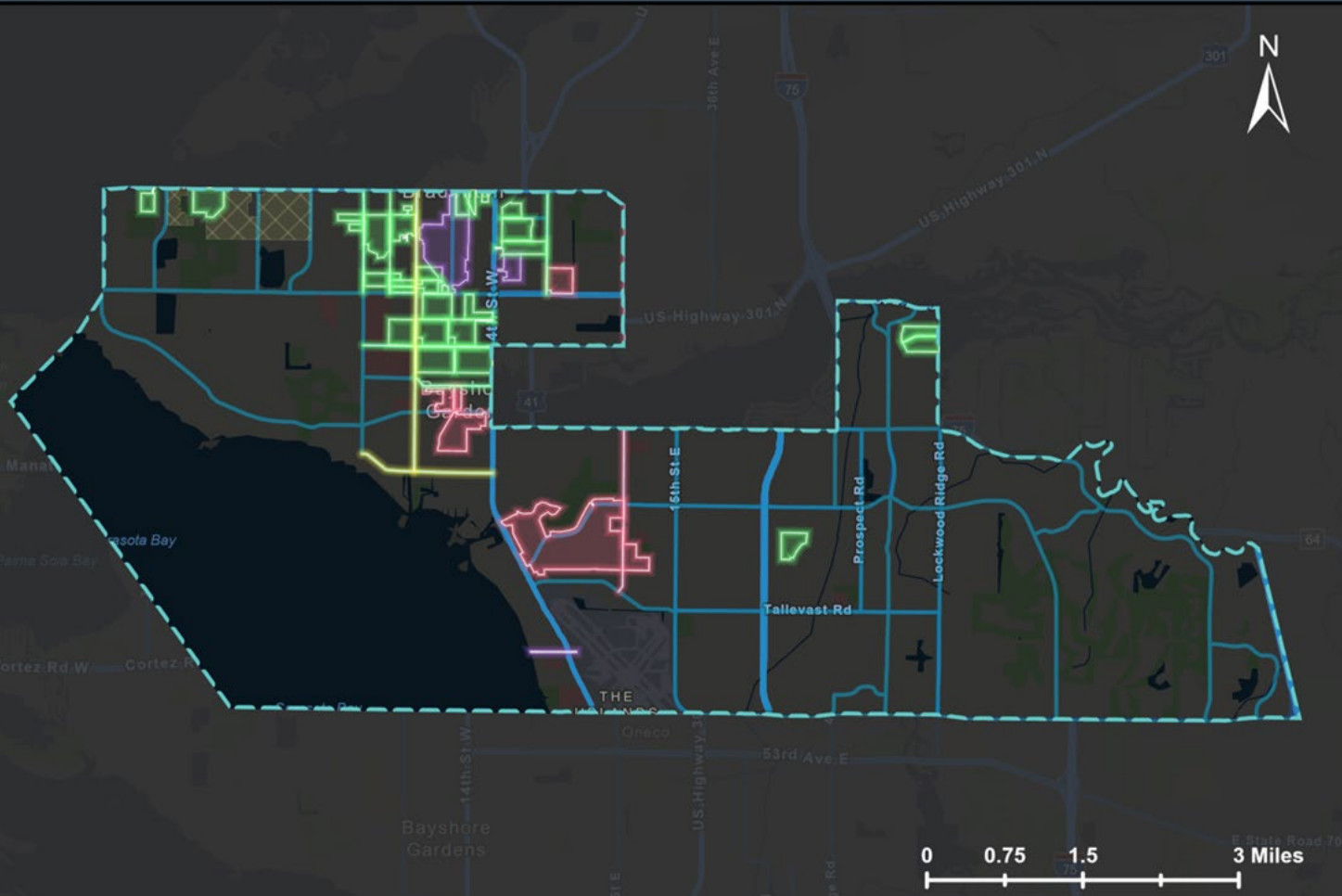
MSBU – Dissolved Lighting Districts



District 4 - Project Update



District 4 Part 1



Thoroughfare Status

- Complete
- Under Construction
- Design
- Proposed

Neighborhood Status

- Complete
- Under Construction
- Design
- Proposed
- MSBU Lighting District

City Boundaries

- Anna Maria
- Bradenton
- Bradenton Beach
- Holmes Beach
- Longboat Key
- Palmetto

Created By:
Katelyn Bryant

Created On: 5/27/2026

- **Projected: 1,038**
- **Installed to date: 850**
- **Construction costs to date: \$1,302,554.81**
- **Estimated annual operating cost to date: \$214,318.34**
- **Completion percentage: 82%**
- ***As of: 8/06/2026**

District 4 - Project Update

- **Do-Ray Villas**
- **District 4**
- **17 New Lights**



Before



After

District 4

Neighborhoods

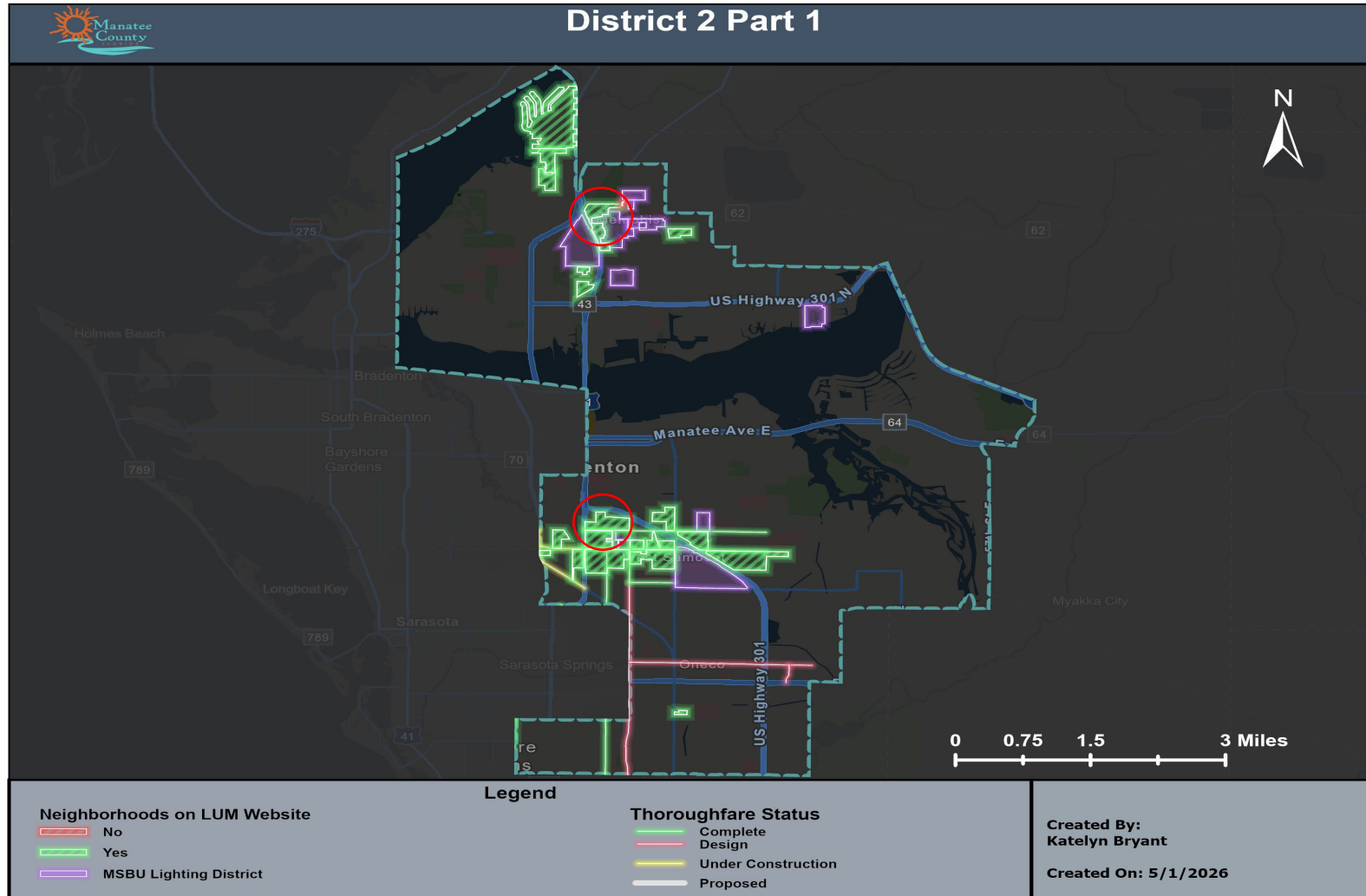
- **District 4 : Projected installations: 663**
- **District 4 : Total Lights installed: 475**
- **Construction costs to date:
\$1,199,052.83**
- **Total Annual operating cost to date:
\$152,778.84**
- **District 4 Light Installation Completion
percentage 72%**



Thoroughfares

- **District 4 : Projected installations: 375**
- **District 4 Total Installed: 375**
- **Construction costs to date: \$103,501.98**
- **Total Annual operating cost to date:
\$61,539.5**
- **District 4 Light Installation Completion
percentage 100%**

District 2 - Project Update



- **Projected: 1,241**
- **Installed to date: 702**
- **Construction costs to date: \$562,538.91**
- **Estimated annual operating cost to date: \$178,102.56**
- **Completion percentage: 57%**
- *** As of: 8/06/2026**

District 2 - Project Update

- **Location: Western New Washington**
- **District 2**
- **64 New Lights**

- **Location: Samoset / 30th Ave. E.**
- **District 2**
- **70 New Lights**



District 2

Neighborhoods

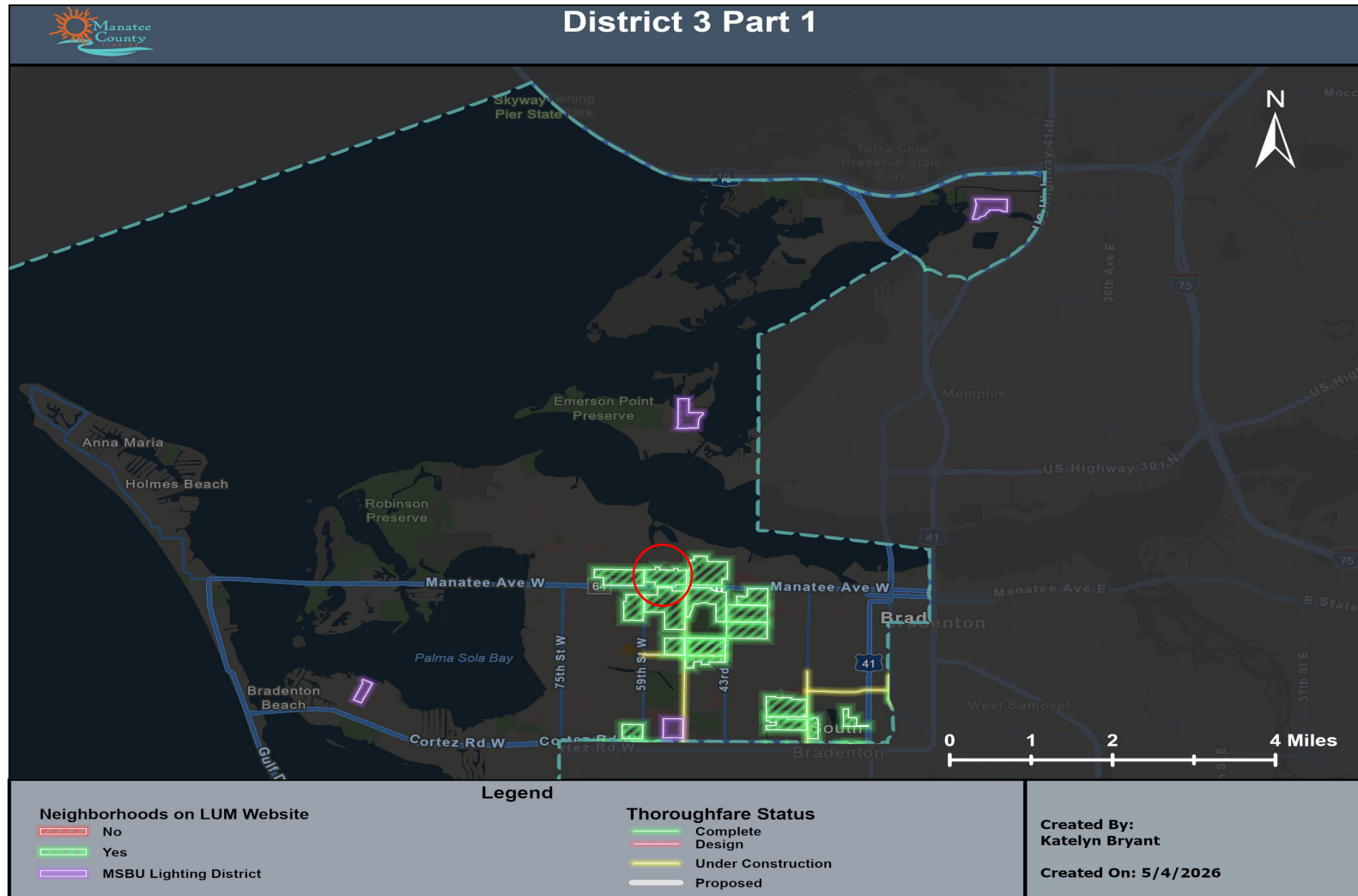
- **District 2 : Projected installations: 675**
- **District 2 : Total Lights installed: 442**
- **Construction costs to date: :
\$530,101.95**
- **Total Annual operating cost to date:
\$155,368.56**
- **District 2 Light Installation Completion
percentage 65%**

Thoroughfares

- **District 2 : Projected installations: 566**
- **District 2 : Total Installed: 260**
- **Construction costs to date: \$32,436.96**
- **Total Annual operating cost to date:
\$22,734.00**
- **District 2 Light Installation Completion
percentage 46%**



District 3 - Project Update



- **Projected: 1,053**
- **Installed to date: 789**
- **Construction costs to date: \$1,013,203.96**
- **Estimated annual operating cost to date: \$282,684.10**
- **Completion percentage: 75%**
- **As of: 8/06/2026**

District 3 - Project Update

- **Green Acres & Golf View Park**
- **District 3**
- **82 New Lights**



District 3

Neighborhoods

- **District 3 : Projected Installations 846**
- **District 3 : Total Lights installed 601**
- **Construction costs to date: \$899,429.31**
- **Total Annual operating cost to date: \$244,095.60**
- **District 3 Light Installation Completion percentage 71%**

Thoroughfares

- **District 3 : Projected Installations 207**
- **District 3 : Total Installed 188**
- **Construction costs to date: \$113,774.65**
- **Total Annual operating cost to date: \$38,344.50**
- **District 3 Light Installation Completion percentage 91%**



What's Next?



What's Next?

❖ **Projected Installations: 893**

❖ **Est. Construction / Design Costs: \$813,814,53**

➤ **District 4 : Proposed Installations: 515**

Estimated cost: \$445,068.15

➤ **District 2 : Proposed Installations: 260**

Estimated cost: \$224,694.60

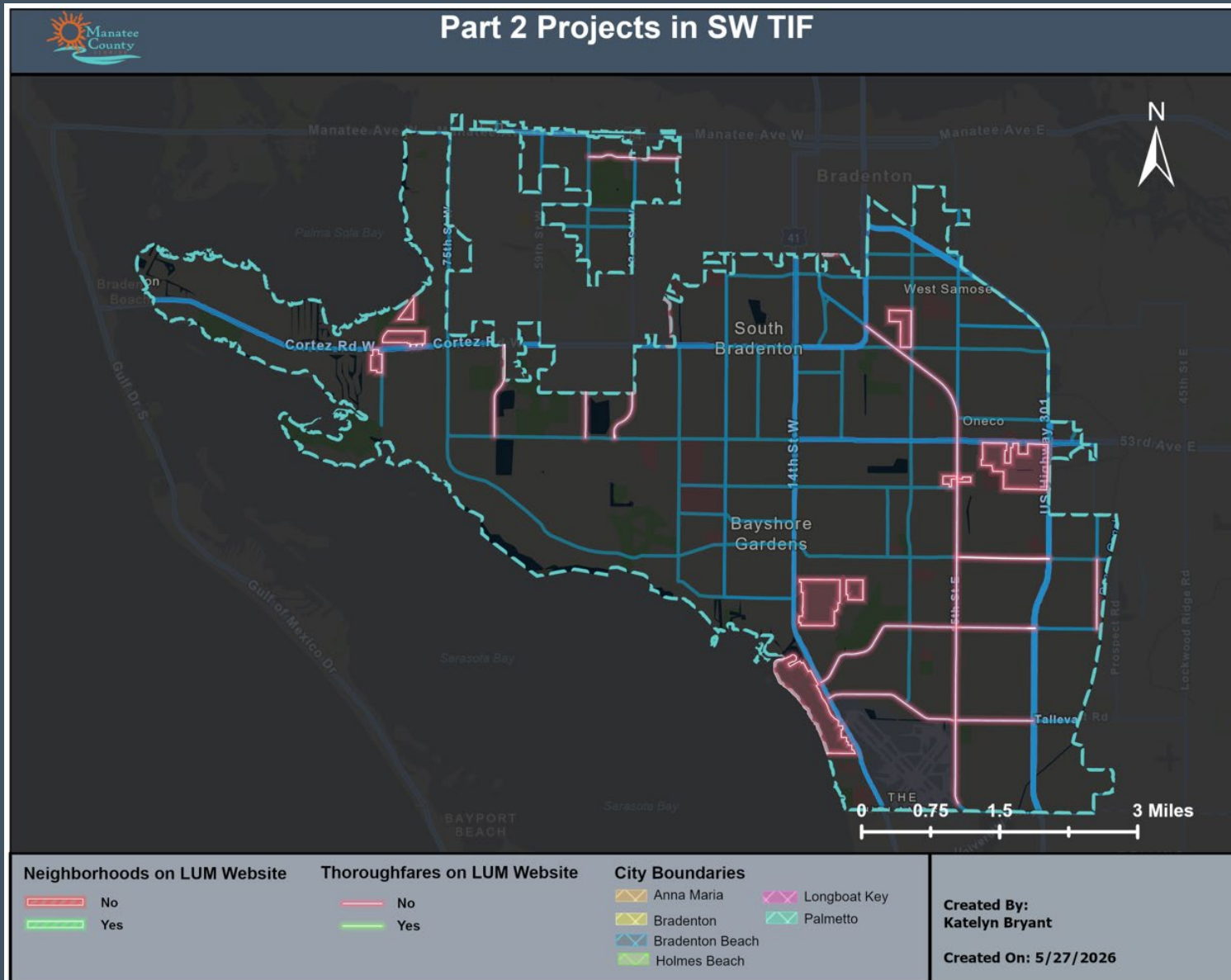
➤ **District 3 : Proposed Installations: 118**

Estimated cost: \$101,976.78

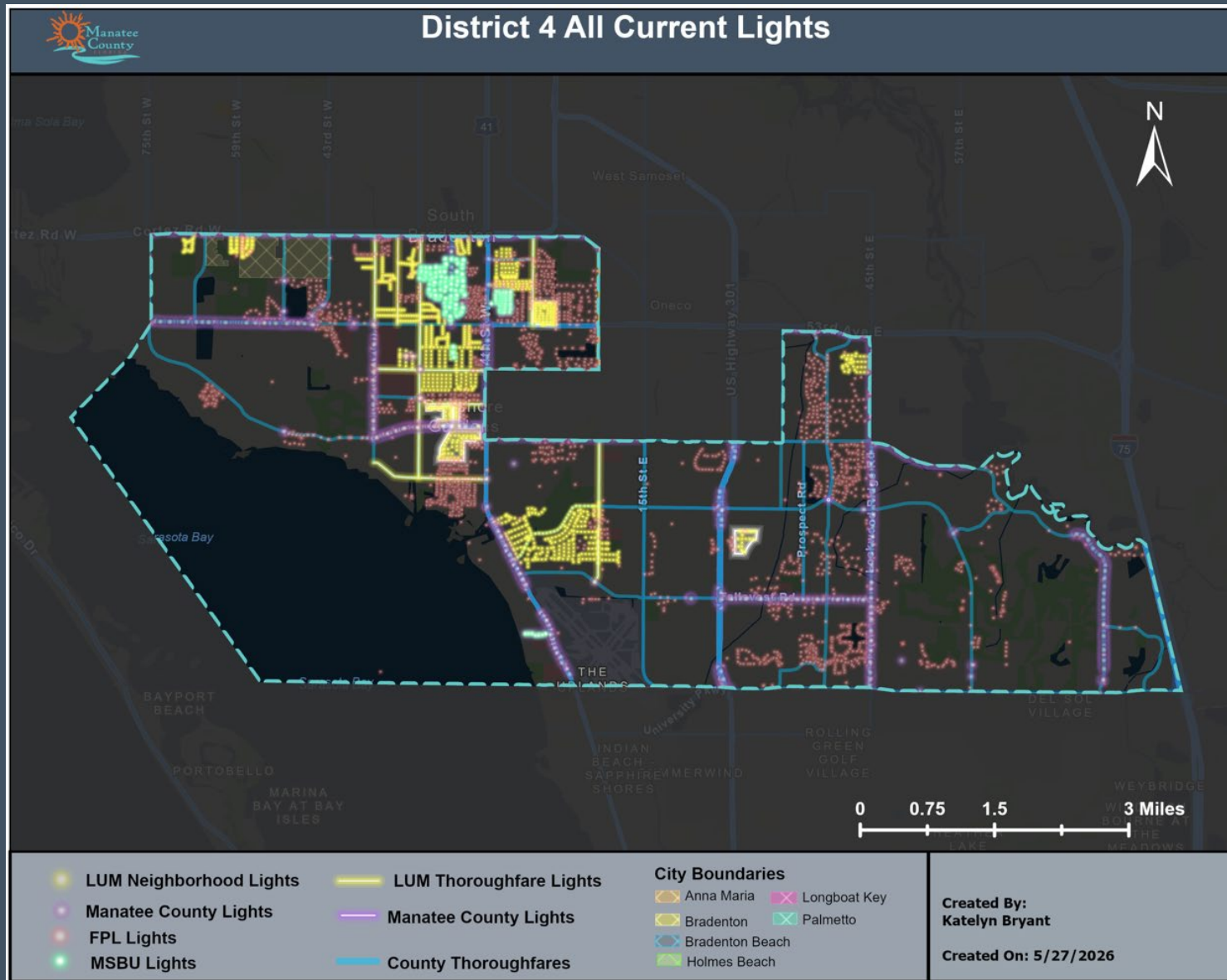
➤ **Thoroughfares Design Costs: \$42,075**



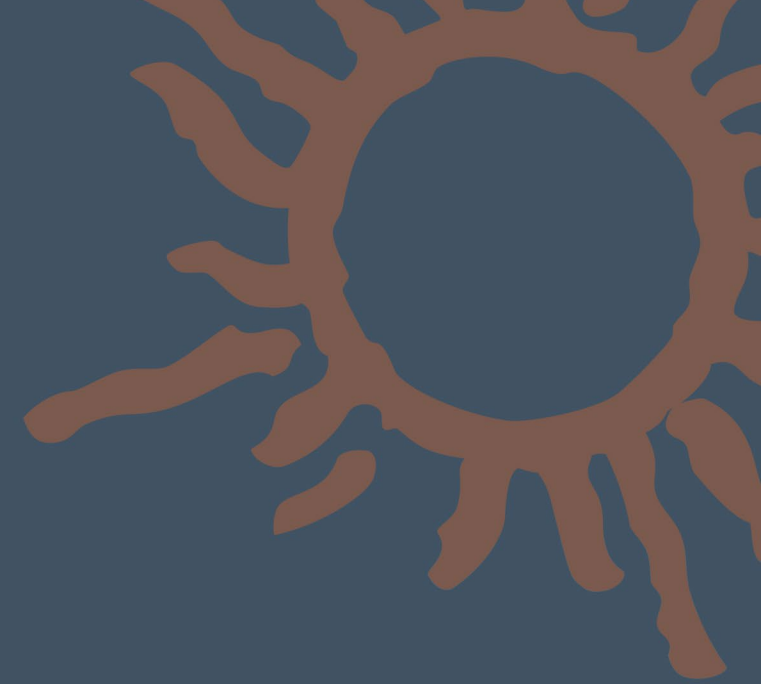
What's Next?



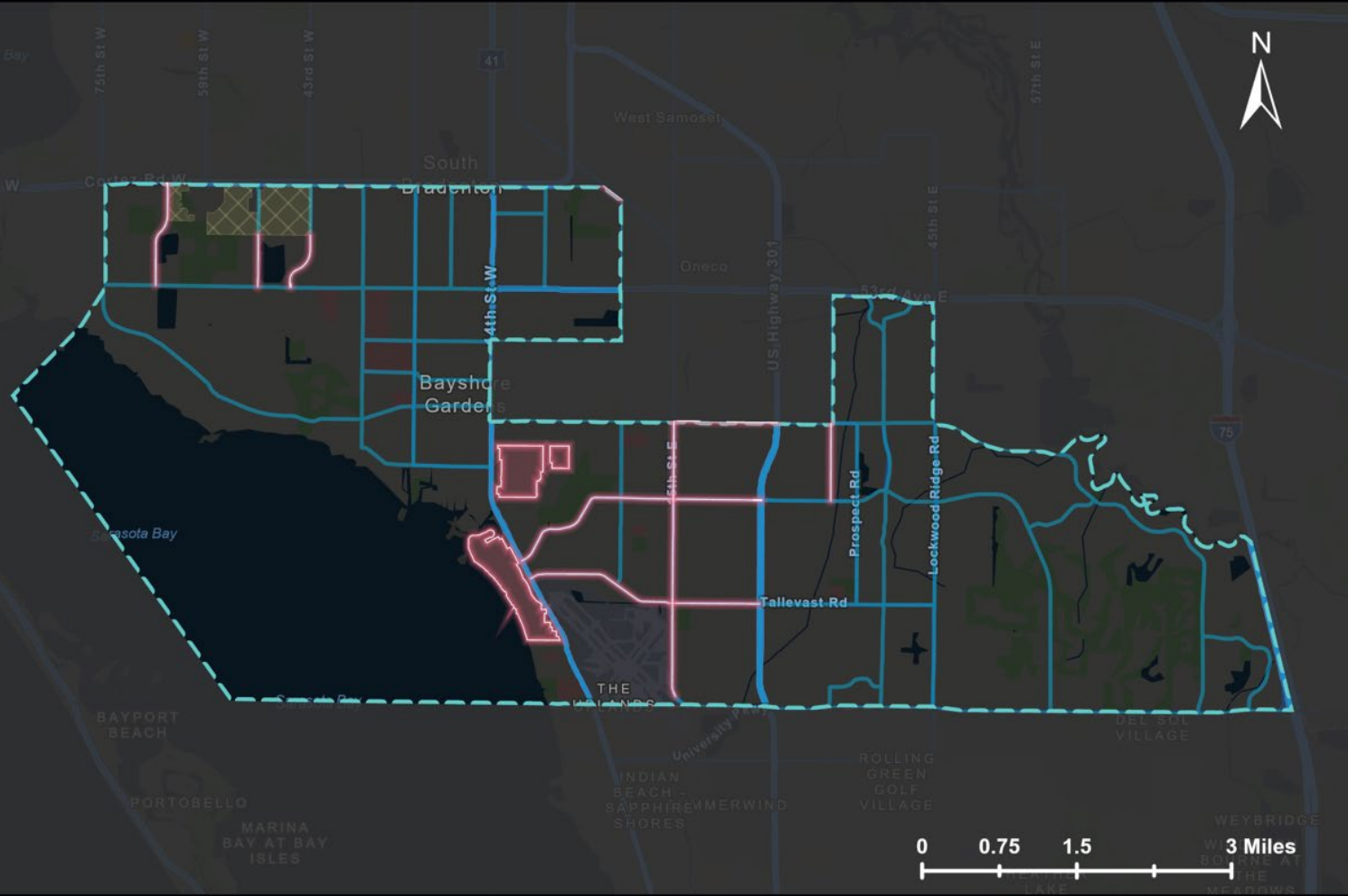
Light Up Manatee – District 4 Current



District 4 - Part 2 Proposed (FY 27/28)



District 4 Part 2



- **Proposed: 515 Lights**
- **Estimated Construction Cost: \$445,068.15**

Neighborhoods on LUM Website

- No
- Yes

Thoroughfares on LUM Website

- No
- Yes

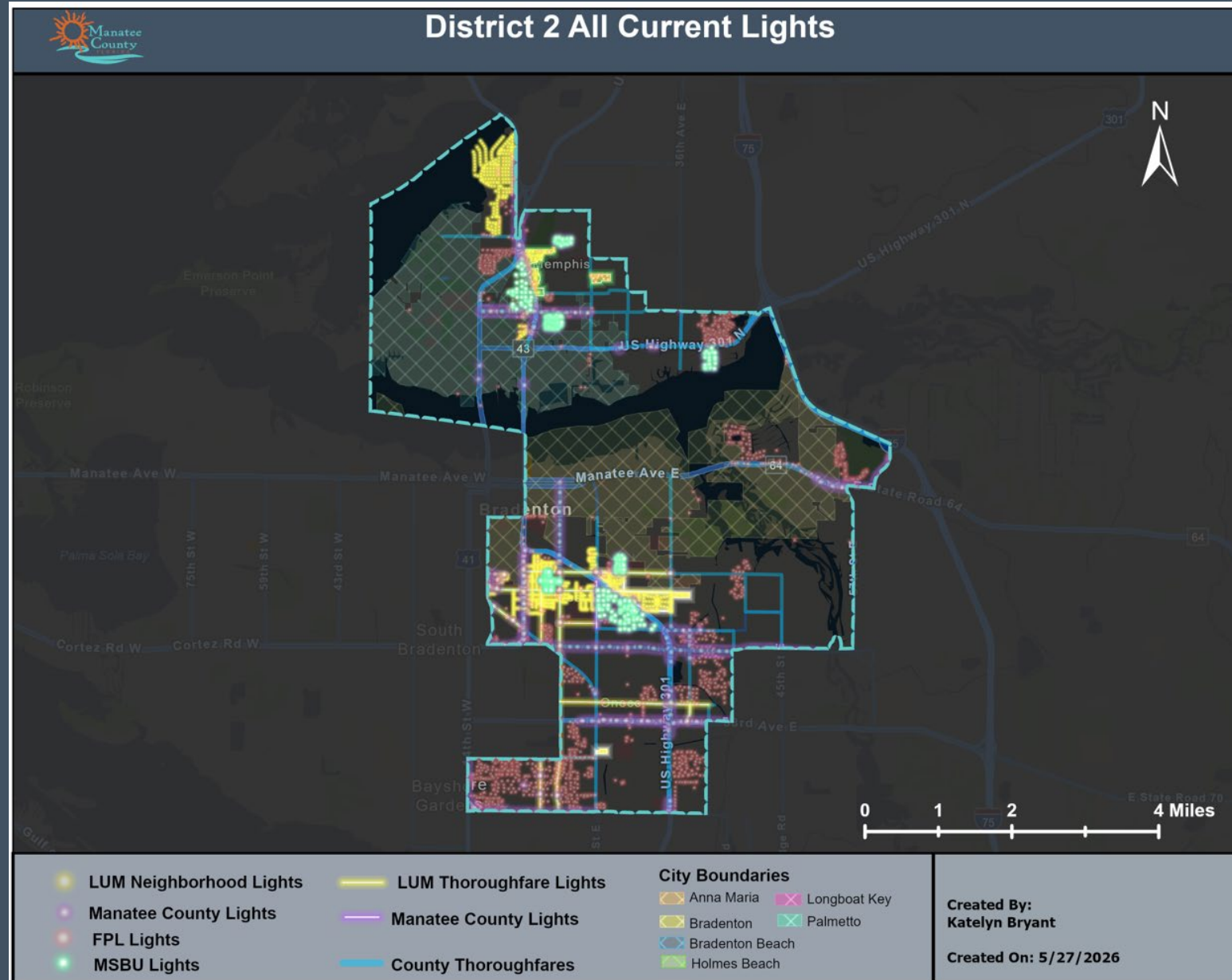
City Boundaries

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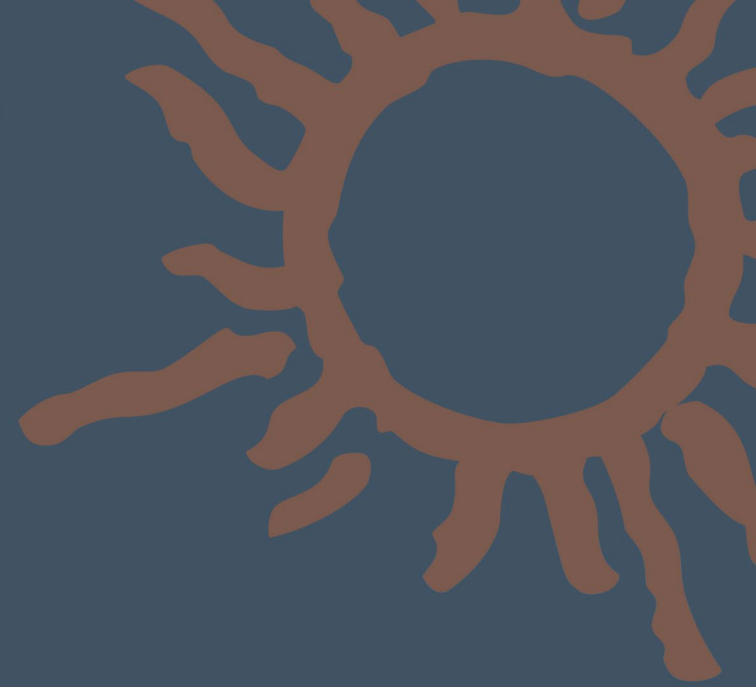
Created By:
Katelyn Bryant

Created On: 5/27/2026

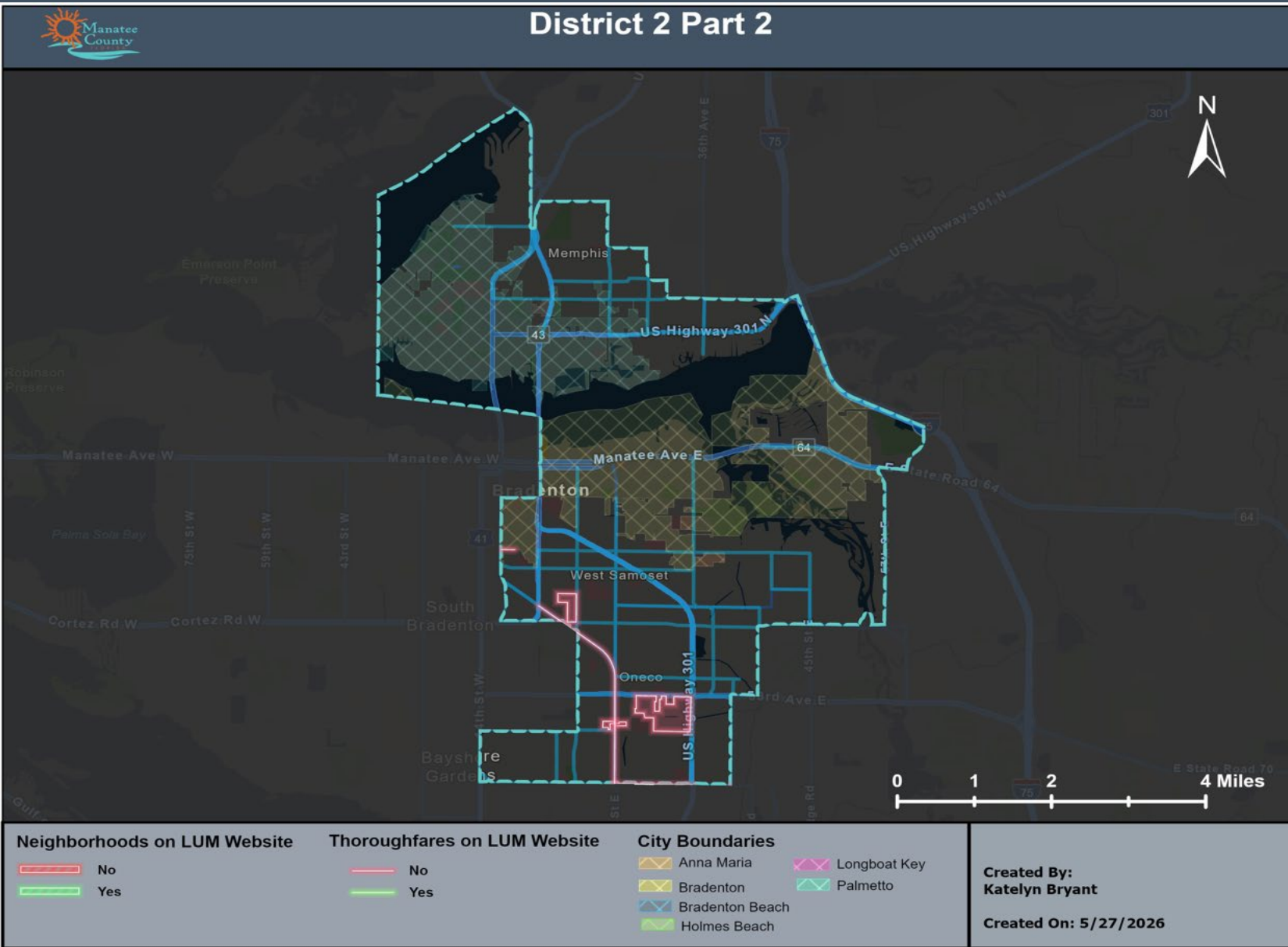
Light Up Manatee – District 2 Current



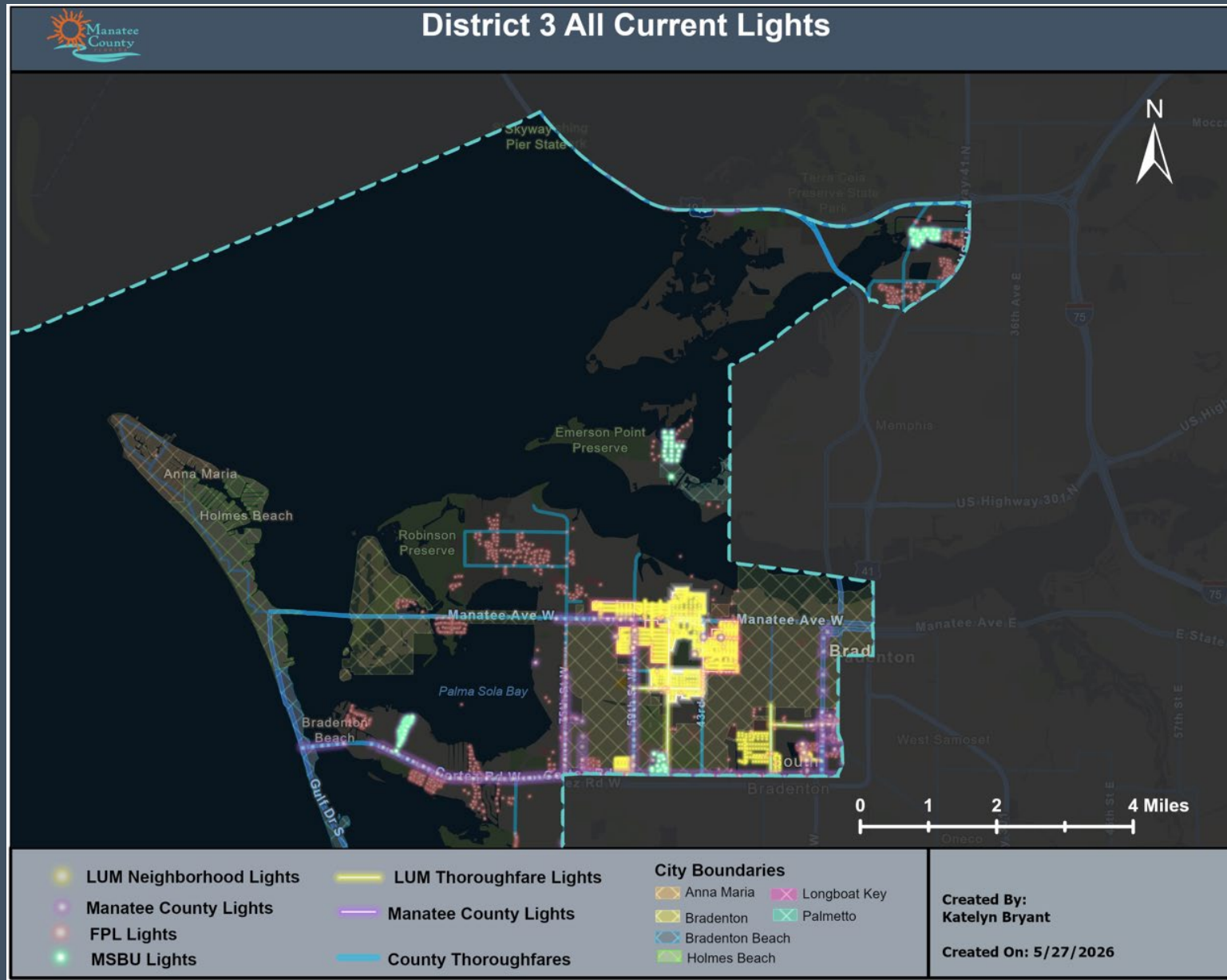
District 2 - Part 2 Proposed (FY 27/28)



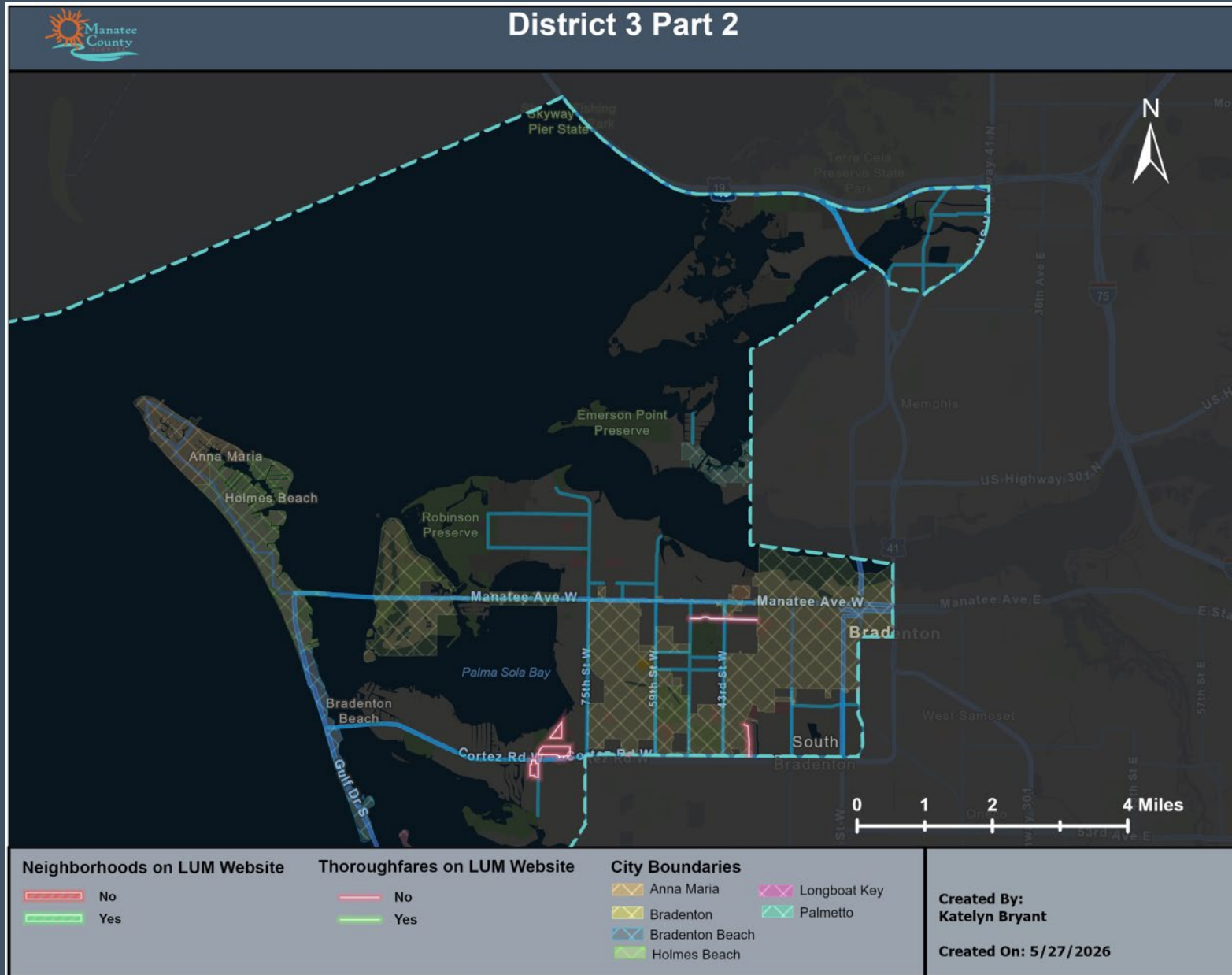
- **Proposed: 260**
- **Estimated Construction Cost: \$224,694.60**



Light Up Manatee – District 3 Current



District 3 - Part 2 Proposed (FY 27/28)



- **Proposed: 118**
- **Estimated Construction Cost:**
\$101,976.78

'LIGHT UP MANATEE'

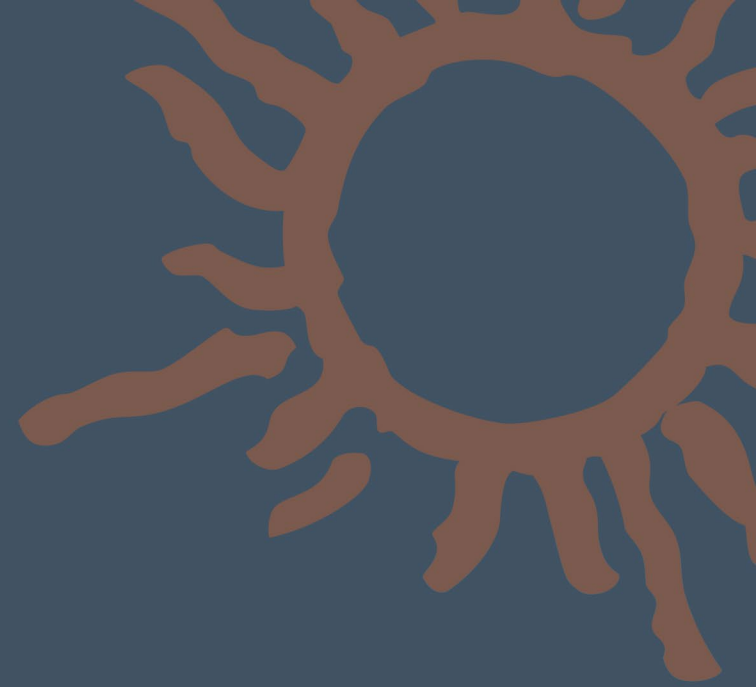
Fixture Options



Project Scope & Design – Pole & Fixture Choice

3 Initial Options

- Standard
- Contemporary (semi-decorative)
- Acorn (decorative)



Pole & Fixture Choice

- **Option 1 – Standard concrete pole and roadway fixture**
- **\$19.48 (approx. total monthly charge)**



Roadway – LED 5,000 Lumens to 12,000 Lumens*

BRACKETS



1

Roadway Style

2', 4', 6', 8', 10', 12'
Side Mounted

Color

Natural or Black

Standard
Concrete



7

Side Mount
30' (22'6" MH)
35' (27'6" MH)
40' (30" MH)
45' (35' MH)

Pole & Fixture Choice

- **Option 3 – Acorn style post top fixture with fiberglass pole**
- **\$26.73 (approx. total monthly charge)**



Available in black
or green

Post Top – Acorn

Standard Black
Fiberglass



2

Tenon Mount
14' (10' MH)
21' (15'6" MH)

Pole & Fixture Choice

- **Option 2 – Contemporary pole top fixture with tenon mount concrete pole**
- **\$19.28 (approx. total monthly charge)**



AEL – Contemporary
(Contempo)

Standard
Concrete



1

Tenon Mount
20' (13' MH)
35' (27'6" MH)

'LIGHT UP MANATEE'

Fixture Option

- **No Current Options for fixture**
- **Staff recommends maintain Option 1 as default option**
- **Offer communities to use Option 2 through MSBU process**



'LIGHT UP MANATEE'

Questions?



From: michael kinal <doo_too@yahoo.com>

Sent: Monday, August 31, 2026 8:48 AM

To: Tal Siddique <tal@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>; Amanda Ballard <amanda.ballard@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>

Subject: Harbour Oaks Street Lighting

Dear Chairman Siddique and Fellow County Commissioners;

I support the County's "Light Up Manatee" project to enhance safety and security with street lighting in the Harbour Oaks neighborhood . Studies show streetlights can reduce crime and increase safety for vehicles and pedestrians.. Harbour Oaks has no sidewalks and pedestrians sharing the street with vehicles are particularly vulnerable after dark. What higher purpose does a neighborhood association or county government have other than to promote the safety, security, health and welfare of its residents? I can think of no better way to use County resources, assisted by partnership with FPL, than to improve our neighborhoods with lighting and make a positive impact on our daily lives. While aesthetics should never override safety, many more of my neighbors would support street lighting with modifications such as alternate pole placement and light shields that were proposed at our meeting with Chris DeCosta from the Public Works Dept. Before the Board decides to cancel this work, please consider that the Sheriff's Office places Harbour Oaks in a high crime area and if we are excluded and the areas around us are lighted, the risk will be that our neighborhood will be less safe and more attractive to criminal activity. By showing your commitment to public safety, you are honoring your duty as public officials. Thank you for placing a high priority on the safety and security of our residents because the beauty of living in Manatee county cannot be realized without it.

Best Regards,

Michael Kinal
Harbour Oaks
204 50th Street NW
Bradenton, FL 34209



Public Comment

Manatee County Government

Submitted On:

Aug 31, 2026, 10:01AM EDT

Full Name	First Name: Michael Last Name: Kinal
Email	doo_too@yahoo.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Light Up Manatee/Agenda Item 33
Comment	Dear Chairman Siddique and Fellow County Commissioners; I support the County's "Light Up Manatee" project to enhance safety and security with street lighting in the Harbour Oaks neighborhood . Studies show streetlights can reduce crime and increase safety for vehicles and pedestrians.. Harbour Oaks has no sidewalks and pedestrians sharing the street with vehicles are particularly vulnerable after dark. What higher purpose does a neighborhood association or county government have other than to promote the safety, security, health and welfare of its residents? I can think of no better way to use County resources, assisted by partnership with FPL, than to improve our neighborhoods with lighting and make a positive impact on our daily lives. While aesthetics should never override safety, many more of my neighbors would support street lighting with modifications such as alternate pole placement and light shields that were proposed at our meeting with Chris DeCosta from the Public Works Dept. Before the Board decides to cancel this work, please consider that the Sheriff's Office places Harbour Oaks in a high crime area and if we are excluded and the areas around us are lighted, the risk will be that our neighborhood will be less safe and more attractive to criminal activity. By showing your commitment to public safety, you are honoring your duty as public officials. Thank you for placing a high priority on the safety and security of our residents because the beauty of living in Manatee county cannot be realized without it. Best Regards, Michael Kinal Harbour Oaks 204 50th Street NW Bradenton, FL 34209



Public Comment

Manatee County Government

Submitted On:

Aug 31, 2026, 01:21PM EDT

Full Name	First Name: Melanie Last Name: Johnson
Email	melaniebythebeach@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Light Up Manatee Project / Agenda Item 36
Comment	Residents in our neighborhood who live on 44th St W, 45th St W, and 46th St W, on the north side of Manatee Avenue, do NOT want street lights. We are NOT a "neglected" or "high crime area." I've spoken to dozens of residents, who just like myself, had no knowledge of this project until crews showed up out of the blue and started digging trenches through their front yards. Residents should have been notified FIRST by mail of this proposed project, and then been given the opportunity to either "opt in" or "opt out" before any work was done. This is yet another huge waste of taxpayer money for a project the majority of residents DO NOT WANT. Please stop this Light Up Manatee Project until residents have been properly informed and are given the opportunity to opt in or opt out. Thank you for your attention to this matter!



Public Comment

Manatee County Government

Submitted On:
Aug 31, 2026, 02:28PM EDT

Full Name	First Name: Timothy Last Name: Johnson
Email	timjohnson3900@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	September 01, 2026
Topic/Agenda Item	Light Up Manatee Project / Agenda Item 36
Comment	I do NOT want street lights in my neighborhood. This is a big waste of taxpayer money.



September 1, 2026 - Regular Meeting

Subject

Approval of the 2027 Medical, Dental, Vision, and Retiree cost sharing for the self-funded and fully insured employer sponsored benefits, Kate Rucker, Human Resources Manager

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Kate Rucker, Human Resources Manager, extension 3859

Bylle Jo Holzwarth, Health Benefits Manager, extension 6401

Action Requested

Approval of the 2027 Medical, Dental, Vision, and Retiree cost sharing for the self-funded and fully insured employer sponsored benefits.

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Annually in conjunction with the new budget, the County Commission establishes premium cost sharing rates for the self-funded health plan and the retiree health plan options as well as confirms the voluntary plan options available to employees and retirees.

YourChoice Health Plan – Active Employee Medical

Despite significant growth in medical and pharmacy costs, largely driven by high cost claimants and specialty medications, the Board approved a 1% premium increase for the 2026 calendar year. While a higher increase was identified as one option to help address the plan's ongoing financial challenges, the decision was made to proceed with the more moderate 1% increase. As a result, the plan continues to operate at a loss.

The rising cost environment continues to place pressure on the plan's financial performance, underscoring the need for ongoing strategies to support long term sustainability.

For the 2027 calendar year, we are recommending an 8% employee and 8% employer rate increase for the Premium Plan, and a 0% employee and 8% employer increase for the Standard Plan. This approach is designed to encourage members to migrate to the Standard Plan, helping improve the plan's long term financial stability.

Dental Coverage- Active and Retiree

The dental plan offered to employees and retirees is fully funded by the participants of the plan. Due to the plan's performance and projections for 2027, the premiums for the dental plan will increase by 16%.

Vision Coverage- Active and Retiree

The County offers a fully insured vision plan that is fully funded by the employees and retirees and the premium rates for the voluntary plan will remain as currently stated with no increase for 2027.

Medical Plan Options-Retiree

Eligible Retirees of Manatee County Government and participating constitutional agencies can participate in two different plan options based on their age.

- The YourChoice Health Plan is an option for both under and over age 65 Retirees. It offers the same plan and coverage to retirees as it does for the active members of the plan: however, when in retiree status, the retiree pays both employee and employer portion of the premium. When the overall premium for the self-funded plan increases, the full increase is passed along to the retiree. The County does supplement the retiree premiums of the retirees who have served 10+ years in the County or at a participating agency. The subsidy is \$129/month and will remain stable.

- Transamerica Medicare Supplement is a fully insured option for the post age 65 retirees, with about 750 enrolled members. Currently Retirees pay a flat monthly rate of \$175, and the County provides a variable subsidy for the remaining balance of the premium to retirees who had 10+ years of service with Manatee County. Currently about 715 retirees qualify for the variable subsidy. The value of the subsidy is reflective of the retirees' age and location. Retirees with Transamerica supplemental insurance experienced a 10% premium increase effective 9/1/2026. The average subsidy prior to the 9/1/2026 premium increase was \$84.50. The average subsidy effective 9/1/2026 has increased to \$110.50. We are recommending to increase the retirees' flat monthly rate to \$200 to bring the average monthly subsidy rate to \$85.50.

Exhibit A outlines the recommended 2027 Active Employee and Retiree Manatee YourChoice Medical Premium options and associated cost sharing.

Exhibit B outlines the recommended 2027 Active Employee and Retiree Dental Premium options.

Exhibit C outlines the recommended 2027 Active Employee and Retiree Vision Premium options.

Exhibit D outlines the recommended 2027 COBRA rates for Manatee YourChoice Medical, Dental and Vision coverage.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Please provide a copy of the approved agenda item to Bylle Jo Holzwarth at byllejo.holzwarth@mymanatee.org

Cost and Funds Source Account Number and Name

5064100

Amount and Frequency of Recurring Costs

N/A

EXHIBIT A 2027 Active and Retiree Medical Options

Premium Plan 8% Employer Increase & 8% Employee Increase				
Employer	2027 Employer Monthly Rate	2026 Employer Monthly Rate	Monthly Rate Change	Annual Rate Change
Employee Only	\$ 790.26	\$ 731.72	\$ 58.54	\$ 702.45
Employee and Spouse	\$ 1,444.32	\$ 1,337.34	\$ 106.98	\$ 1,283.76
Employee and Children	\$ 1,238.00	\$ 1,146.30	\$ 91.70	\$ 1,100.45
Employee and Family	\$ 2,110.66	\$ 1,954.32	\$ 156.34	\$ 1,876.08
Dependent Child (age 26-30)	\$ -	\$ -	\$ -	\$ -
Employee	2027 Employee Monthly Rate	2026 Employee Monthly Rate	Monthly Rate Change	Annual Rate Change
Employee Only	\$ 100.68	\$ 93.22	\$ 7.46	\$ 89.49
Employee and Spouse	\$ 379.32	\$ 351.22	\$ 28.10	\$ 337.17
Employee and Children	\$ 325.12	\$ 301.04	\$ 24.08	\$ 289.00
Employee and Family	\$ 460.18	\$ 426.10	\$ 34.08	\$ 408.96
Dependent Child (age 26-30)	\$ 890.94	\$ 824.94	\$ 66.00	\$ 791.94

Standard Plan 8% Employer Increase & 0% Employee Increase				
Employer	2027 Employer Monthly Rate	2026 Employer Monthly Rate	Monthly Rate Change	Annual Rate Change
Employee Only	\$ 790.26	\$ 731.72	\$ 58.54	\$ 702.45
Employee and Spouse	\$ 1,444.32	\$ 1,337.34	\$ 106.98	\$ 1,283.76
Employee and Children	\$ 1,238.00	\$ 1,146.30	\$ 91.70	\$ 1,100.45
Employee and Family	\$ 2,110.66	\$ 1,954.32	\$ 156.34	\$ 1,876.08
Dependent Child (age 26-30)	\$ -	\$ -	\$ -	\$ -
Employee	2027 Employee Monthly Rate	2026 Employee Monthly Rate	Monthly Rate Change	Annual Rate Change
Employee Only	\$ 72.60	\$ 72.60	\$ -	\$ -
Employee and Spouse	\$ 309.02	\$ 309.02	\$ -	\$ -
Employee and Children	\$ 264.86	\$ 264.86	\$ -	\$ -
Employee and Family	\$ 366.60	\$ 366.60	\$ -	\$ -
Dependent Child (age 26-30)	\$ 862.86	\$ 804.32	\$ 58.54	\$ 702.45

Premium Plan Retiree				
Retiree with 10+ Years of Service	2027 Retiree Monthly Rate	2026 Retiree Monthly Rate	Monthly County Share	Monthly Retiree Change
Employee Only	\$ 890.94	\$ 824.94	\$ 129.00	\$ 66.00
Employee and Spouse	\$ 1,823.64	\$ 1,688.56	\$ 129.00	\$ 135.08
Employee and Children	\$ 1,563.12	\$ 1,447.34	\$ 129.00	\$ 115.78
Employee and Family	\$ 2,570.84	\$ 2,380.42	\$ 129.00	\$ 190.42
Spouse Only	\$ 932.70	\$ 863.62	\$ -	\$ 69.08
Child(ren) Only	\$ 672.18	\$ 622.40	\$ -	\$ 49.78
Spouse and Child(ren)	\$ 1,679.90	\$ 1,555.48	\$ -	\$ 124.42
Retiree with less than 10 Years of Service	2027 Retiree Monthly Rate	2026 Retiree Monthly Rate	Monthly County Share	Monthly Retiree Change
Employee Only	\$ 890.94	\$ 824.94	\$ -	\$ 66.00
Employee and Spouse	\$ 1,823.64	\$ 1,688.56	\$ -	\$ 135.08
Employee and Children	\$ 1,563.12	\$ 1,447.34	\$ -	\$ 115.78
Employee and Family	\$ 2,570.84	\$ 2,380.42	\$ -	\$ 190.42
Spouse Only	\$ 932.70	\$ 863.62	\$ -	\$ 69.08
Child(ren) Only	\$ 672.18	\$ 622.40	\$ -	\$ 49.78
Spouse and Child(ren)	\$ 1,679.90	\$ 1,555.48	\$ -	\$ 124.42

Standard Plan Retiree				
Retiree with 10+ Years of Service	2027 Retiree Monthly Rate	2026 Retiree Monthly Rate	Monthly County Share	Monthly Retiree Change
Employee Only	\$ 862.86	\$ 804.32	\$ 129.00	\$ 58.54
Employee and Spouse	\$ 1,753.34	\$ 1,646.36	\$ 129.00	\$ 106.98
Employee and Children	\$ 1,502.86	\$ 1,411.16	\$ 129.00	\$ 91.70
Employee and Family	\$ 2,477.26	\$ 2,320.92	\$ 129.00	\$ 156.34
Spouse Only	\$ 890.48	\$ 842.04	\$ -	\$ 48.44
Child(ren) Only	\$ 640.00	\$ 606.84	\$ -	\$ 33.16
Spouse and Child(ren)	\$ 1,614.40	\$ 1,516.60	\$ -	\$ 97.80
Retiree with less than 10 Years of Service	2027 Retiree Monthly Rate	2026 Retiree Monthly Rate	Monthly County Share	Monthly Retiree Change
Employee Only	\$ 862.86	\$ 804.32	\$ -	\$ 58.54
Employee and Spouse	\$ 1,753.34	\$ 1,646.36	\$ -	\$ 106.98
Employee and Children	\$ 1,502.86	\$ 1,411.16	\$ -	\$ 91.70
Employee and Family	\$ 2,477.26	\$ 2,320.92	\$ -	\$ 156.34
Spouse Only	\$ 890.48	\$ 842.04	\$ -	\$ 48.44
Child(ren) Only	\$ 640.00	\$ 606.84	\$ -	\$ 33.16
Spouse and Child(ren)	\$ 1,614.40	\$ 1,516.60	\$ -	\$ 97.80

EXHIBIT B 2027 Active and Retiree Dental Options

Dental				
Active Employee Monthly Premium	2027 Monthly Premium	2026 Monthly Premium	Monthly Rate Change	Annual Rate Change
Employee Only	\$ 39.44	\$ 34.00	\$ 5.44	\$ 65.28
Employee Plus One	\$ 63.80	\$ 55.00	\$ 8.80	\$ 105.60
Employee Plus Two or More	\$ 87.00	\$ 75.00	\$ 12.00	\$ 144.00

Retiree Monthly Premium	2027 Monthly Premium	2026 Monthly Premium	Monthly Rate Change	Annual Rate Change
Employee Only	\$ 39.44	\$ 34.00	\$ 5.44	\$ 65.28
Employee Plus One	\$ 63.80	\$ 55.00	\$ 8.80	\$ 105.60
Employee Plus Two or More	\$ 87.00	\$ 75.00	\$ 12.00	\$ 144.00

EXHIBIT C 2027 Active and Retiree Vision Options

Vision				
Active Employee Monthly Premium	2027 Monthly Premium	2026 Monthly Premium	Monthly Rate Change	Annual Rate Change
Employee Only	\$ 4.92	\$ 4.92	\$ -	\$ -
Employee Plus Spouse	\$ 9.36	\$ 9.36	\$ -	\$ -
Employee Plus Child(ren)	\$ 9.84	\$ 9.84	\$ -	\$ -
Employee Plus Family	\$ 14.48	\$ 14.48	\$ -	\$ -

Retiree Monthly Premium	2027 Monthly Premium	2026 Monthly Premium	Monthly Rate Change	Annual Rate Change
Employee Only	\$ 4.92	\$ 4.92	\$ -	\$ -
Employee Plus Spouse	\$ 9.36	\$ 9.36	\$ -	\$ -
Employee Plus Child(ren)	\$ 9.84	\$ 9.84	\$ -	\$ -
Employee Plus Family	\$ 14.48	\$ 14.48	\$ -	\$ -

EXHIBIT D 2027 Medical, Dental, and Vision COBRA Rates

Premium Plan Total Cost Plus 2% Admin Fee

Medical	2027 Monthly Rate	2026 Monthly Rate	Monthly Rate Change	Annual Rate Change
Individual Only	\$ 908.75	\$ 841.44	\$ 67.31	\$ 807.77
Spouse Only	\$ 914.88	\$ 880.89	\$ 33.99	\$ 407.92
Child(ren) Only	\$ 654.37	\$ 634.84	\$ 19.53	\$ 234.40
Employee Plus Family	\$2,622.26	\$2,428.02	\$ 194.24	\$ 2,330.84

Standard Plan Total Cost Plus 2% Admin Fee

Medical	2027 Monthly Rate	2026 Monthly Rate	Monthly Rate Change	Annual Rate Change
Individual Only	\$ 880.11	\$ 820.41	\$ 59.70	\$ 716.46
Spouse Only	\$ 873.23	\$ 858.87	\$ 14.36	\$ 172.26
Child(ren) Only	\$ 622.75	\$ 618.97	\$ 3.78	\$ 45.35
Employee Plus Family	\$2,526.81	\$2,367.32	\$ 159.49	\$ 1,913.82

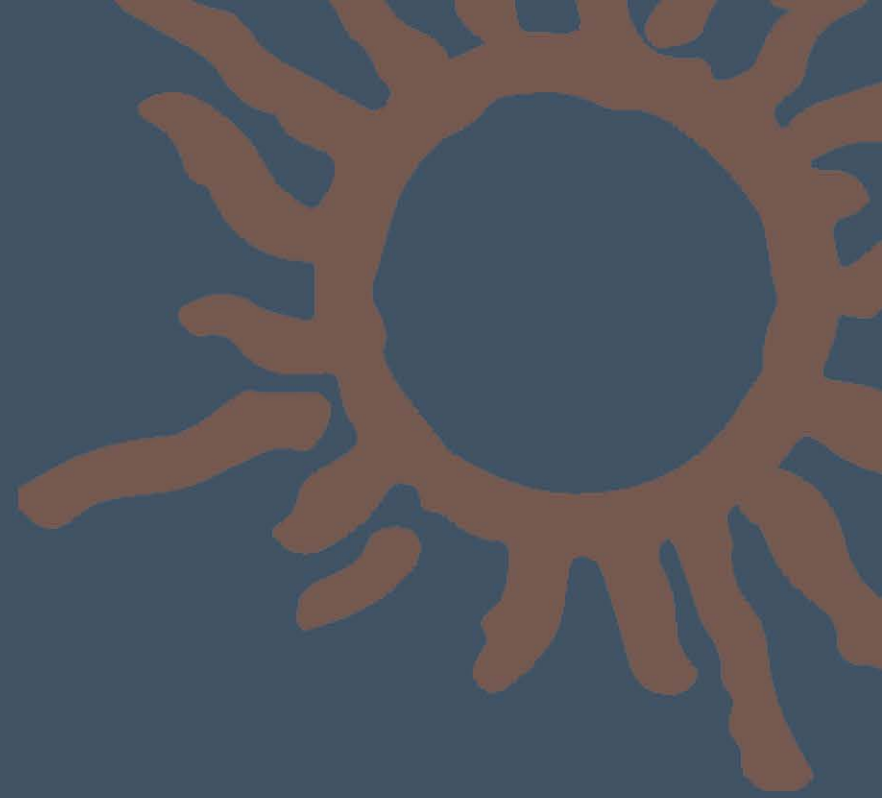
Dental Plan Total Cost Plus 2% Admin Fee

Dental	2027 Monthly Rate	2026 Monthly Rate	Monthly Rate Change	Annual Rate Change
Employee Only	\$ 40.23	\$ 34.68	\$ 5.55	\$ 66.59
Employee Plus One	\$ 65.08	\$ 56.10	\$ 8.98	\$ 107.71
Employee Plus Two or More	\$ 88.74	\$ 76.50	\$ 12.24	\$ 146.88

Vision Plan Total Cost Plus 2% Admin Fee

Vision	2027 Monthly Rate	2026 Monthly Rate	Monthly Rate Change	Annual Rate Change
Employee Only	\$ 5.02	\$ 5.02	\$ (0.00)	\$ (0.00)
Employee Plus Spouse	\$ 9.55	\$ 9.55	\$ (0.00)	\$ (0.00)
Employee Plus Child(ren)	\$ 10.04	\$ 10.04	\$ (0.00)	\$ (0.00)
Employee Plus Family	\$ 14.77	\$ 14.77	\$ (0.00)	\$ (0.00)

2027 Health Plan Changes



Risks

Known

- ☀ Raising Medical Costs
 - ☀ Prescriptions
- ☀ High Cost Claimants
- ☀ Limited 1% Rate Increases over the last 3 years
- ☀ \$10,744,741 Loss to Health Plan Reserves

Unknown

- ☀ Adverse Plan Selection
- ☀ Health of Plan Members
- ☀ Legislation
 - ☀ Chapter 2026-4 Implementation
 - ☀ Public Law 119-75 PBM Readiness
 - ☀ H.R. 9393 Price Transparency
 - ☀ H.R. 9396 Prior-Auth Reporting
 - ☀ Any 2027 Florida refiles



2027 Health Plan Recommendations

- ☀ 8% Increase in Health Plan Employer Premiums
- ☀ Continue to Differentiate Employee Health Plan Premiums
- ☀ Plan Design Changes
- ☀ 16% Increase in Dental Plan Employee Premiums
- ☀ 10% Increase in Transamerica Retiree Premiums



2027 Health Plan Premiums

	'26 Standard	'26 Premium	'27 Standard	'27 Premium
EE Only EE Premium	36.30	46.61	36.30	50.34
EE Only MCG Premium	365.86	365.86	395.13	395.13
EE + Spouse EE Premium	154.51	175.61	154.51	189.66
EE + Spouse MCG Premium	668.67	668.67	722.16	722.16
EE + Children EE Premium	132.43	150.52	132.43	162.56
EE + Children MCG Premium	573.15	573.15	619.00	619.00
EE + Family EE Premium	183.30	213.05	183.30	230.09
EE + Family MCG Premium	977.16	977.16	1,055.33	1,055.33

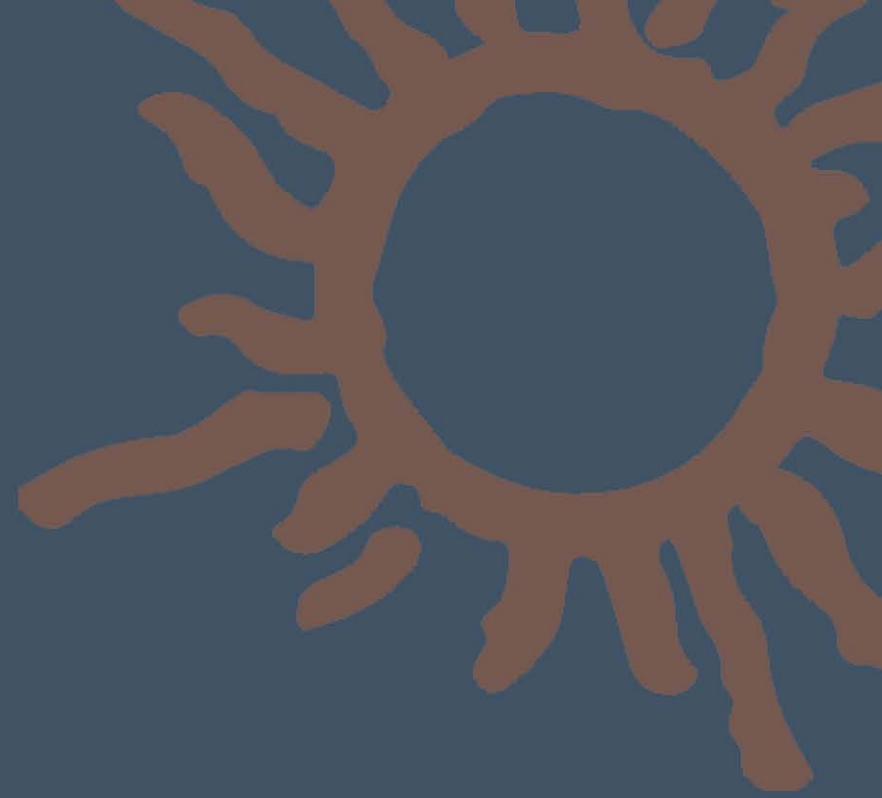
* Based on Per Pay Period costs. 24 pay periods a year.

Next Steps

- ☀ Currently in contract renegotiation with Aetna
- ☀ October 13th – Health & Wellness Expo at Admin East Campus
- ☀ October/November – Active Open Enrollment



Questions





September 1, 2026 - Regular Meeting

Subject

Continued Discussion Regarding County Reserve Policy, Claudia Campos, Interim Chief Financial Officer

Category

REGULAR

Briefings

None

Contact and/or Presenter Information

Claudia Campos, Interim CFO ext. 3787

Action Requested

Continue Board discussion regarding the County's reserve policy and provide direction to staff regarding any proposed revisions to the policy framework.

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

On Tuesday August 25, 2026 the Board of County Commissioners discussed the County's existing reserve policy and provided direction to staff to return with a high-level discussion of the current policy framework and potential areas for further consideration.

This agenda item is intended to continue that discussion and provide the Board an opportunity to further consider the appropriate reserve structure, terminology, funding levels, and overall policy objectives.

In response to that direction, this agenda item is intended to continue the Board's discussion at a high level and provide an opportunity to identify areas of interest, policy objectives, and considerations that the Board would like addressed as part of the more comprehensive review of the County's reserve and fund balance framework.

At a high level, consideration should be given to maintaining a clear distinction between budgetary reserves established through the County's annual budget process and fund balance classifications used for governmental financial reporting purposes. Florida

Statutes Chapter 129 governs the County's annual budget process, including appropriations for reserves, while Governmental Accounting Standards Board (GASB) Statement No. 54 establishes classifications for governmental fund balances for financial reporting purposes.

Additional considerations include the County's long-term financial stability, liquidity needs, emergency and unforeseen expenditure requirements, debt and credit considerations, and consistency with established financial management practices.

A Reserve and Fund Balance Workshop is scheduled for December 9, 2026, to provide the Board with a more comprehensive review and discussion. The workshop will include participation from appropriate County staff and financial and legal partners, including the Clerk's Finance Office, bond counsel, and the County's financial and investment advisors, as appropriate.

The December 9 workshop will provide an opportunity to further evaluate the statutory, financial reporting, debt, credit, liquidity, and long-term financial considerations associated with potential policy changes. Direction received from the Board through this high-level discussion will assist staff and the County's partners in preparing for that workshop and identifying matters requiring additional analysis.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

None

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



September 1, 2026 - Regular Meeting

Subject

Projected Transit System Changes for Manatee County, Ryan Suarez, Kimley-Horn (Consultant)

Category

REPORTS

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Benita Zarr, Interim Transit Division Manager, benita.zarr@mymanatee.org, (941) 747-8621 x7426

Chris Deannuntis, Transit Planning Section Manager, Chris.Deannuntis@mymanatee.org (941) 747-8621 X7622

Ryan Suarez, American Institute Certified Planner, kimley-horn, Ryan.Suarez@kimley-horn.com, (727) 460-1886

Clarke Davis, Interim Director Public Works, clarke.davis@mymanatee.org, (941) 708-7450 x7272.

Action Requested

No Action Required

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

MCAT has 85 active bus operators and requires 91 daily assignments. Operators are working six-day weeks, and supervisors are regularly covering routes. This limits supervisors' ability to monitor road operations, survey routes, and address service issues. The current approach is not sustainable long-term. The approach is to reduce daily assignments through data-driven service planning, supported by the ongoing third-party Comprehensive Operations Analysis, by modifying or suspending lower-ridership services while prioritizing increased frequency on high-demand corridors.

The recovery plan of continuing to recruit 105 Operators, prioritizing and expanding on the most productive routes as staffing improves. Explore additional resources, including

mobility-on-demand and other on-demand services to supplement and maintain existing coverage.

The goal is to stabilize operations, reduce workforce strain, maintain high demand service and develop sustainable transportation options while working toward full staffing to oversee services provided.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

None

Amount and Frequency of Recurring Costs

None



September 1, 2026 - Regular Meeting

Subject

Review of Proposed FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Application for Manatee County Sheriff's Office Public Safety Needs, Dr. Renese M. Remy, Criminal Justice Policy Coordinator – Countywide

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Dr. Renese M. Remy, Criminal Justice Policy Coordinator, Community and Veterans Services

Action Requested

Receive and review the County's proposed FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula application, in an amount not to exceed \$120,475, for eligible Manatee County Sheriff's Office public safety needs. No final Board action is requested at this time. The Public Safety Coordinating Council is scheduled to consider the proposed allocation on September 16, 2026, and the item will return to the Board on September 22, 2026, for final action.

Enabling/Regulating Authority

Enabling/Regulating Authority
Florida Statutes, Chapter 125.01; Chapter 951.26
Resolution R-12-212
Florida Administrative Code Rule 11D-9.001

Applicable Advisory Board

Public Safety Coordinating Council

Background Discussion

On August 25, 2026, the U.S. Department of Justice, Bureau of Justice Assistance (BJA), released the FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Notice of Funding Opportunity. Manatee County is identified as an eligible direct recipient under the FY 2026 Florida local allocation listing, with an allocation of \$120,475. No local match is required.

The County proposes to apply for the FY 2026 allocation to support eligible public safety needs of the Manatee County Sheriff's Office. The complete proposed application materials, including the MCSO project narrative and Budget Detail Worksheet, are included with this agenda item for the Board's review and are posted on the Public Safety Coordinating Council webpage for public review and comment.

JAG funds may be used for eligible criminal justice purposes, including law enforcement programs, equipment, supplies, technology, training, and contractual support. The proposed project is subject to all applicable federal requirements and restrictions.

The JAG statute requires that the proposed application be submitted to the governing body for review and made publicly available before submission to BJA. During review of the County's FY 2025 JAG application, BJA specifically advised that the governing body must review the actual application materials, including the proposed project and budget, rather than only a resolution authorizing staff to apply.

The Public Safety Coordinating Council is scheduled to consider the proposed FY 2026 JAG allocation at its September 16, 2026 meeting. Following PSCC action, the item will return to the Board on September 22, 2026, for final action, including authorization to submit and accept the award and execution of the required certifications and assurances.

The Grants.gov submission deadline is October 9, 2026, and the full application is due in JustGrants by October 16, 2026.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

Time Sensitive* - Please forward the approved agenda to renese.remy@mymanatee.org Ext. 3722 and sharon.mcclellan@mymanatee.org Ext. 3719

Cost and Funds Source Account Number and Name

120,475 Account Number to be determined

Amount and Frequency of Recurring Costs

None

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☐ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. UEI:

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

Fax Number:

* Email:

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

11. Assistance Listing Number:

Assistance Listing Title:

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

* 15. Descriptive Title of Applicant's Project:

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes

☐ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

Completed by Grants.gov upon submission.

* Date Signed:

Completed by Grants.gov upon submission.

BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula

Grants.gov Funding Opportunity Number: O-BJA-2026-172705

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **October 9, 2026, by 11:59 p.m. ET**
 2. Submit full application in JustGrants: **October 16, 2026, by 8:59 p.m. ET**
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1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula**. This opportunity will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used](#).

See the [Eligible Applicants](#) section for eligibility details.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.738
Statutory Authority	Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Grants.gov Opportunity Number	O-BJA-2026-172705
Expected Total Amount of Funding	Up to \$96,518,469
Anticipated Number of Awards	1,190
Award Type(s)	Grants
Anticipated Award Amount	Up to \$4,964,030
Expected Award Period(s)	24 months (awards less than \$25,000) or 48 months (awards \$25,000 or more) starting on October 1, 2025

Key Dates and Times

NOFO Release Date	August 25, 2026
SAM.gov Registration/Renewal	Begin the process by September 1, 2026, and no later than September 9, 2026
Step 1: Grants.gov Deadline	11:59 p.m. ET on October 9, 2026
Step 2: JustGrants Deadline	8:59 p.m. ET on October 16, 2026

See [Questions?](#) at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply are:

Government Entities

- County governments
- City or township governments
- Special district governments
- Native American tribal governments (federally recognized)

Other

- Other units of local government

“Other” Entities Definition:

- By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the [JAG Allocations page](#) and the link to their relevant state to determine if they are eligible for a direct award from BJA.

- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (*i.e.*, not listed in the allocation charts) will not be accepted for funding.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

3. PROGRAM DESCRIPTION

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP’s priorities include:

- Directly supporting law enforcement operations (including immigration law enforcement operations);
- Combatting violent crime;
- Supporting services to American citizens;
- Protecting American children; and
- Supporting American victims of trafficking and sexual assault.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal,

state, local, tribal, and territorial law enforcement. BJA encourages state and local recipients of FY 2026 JAG funding to join federal law enforcement agencies in addressing the following challenges.

Combating Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations.

Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violent crime reduction projects, including the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations, and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI); the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF); the Drug Enforcement Administration; the United States Marshals Service; and the Department of Homeland Security. Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS), as well as to interrupt drug cartels' use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's [UAS page](#) for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, entering into and fully participating in a 287(g) partnership and/or a Homeland Security Task Force, honoring detainers, protecting critical infrastructures, and information/intelligence problems).

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment, institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Unallowable Activities: The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the [DOJ Grants Financial Guide](#), in Chapter 3.13 “Unallowable Costs” (“Legal Services for Aliens”), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY 2026 Local JAG Allocations are listed on the [JAG Allocations website](#), with separate lists for each state. According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). **Units of local government identified as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** See the [JAG FAQs](#) for more information on the requirements for disparate groups.

The JAG statutory formula is fully described within the [JAG Technical Report](#).

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at [34 U.S.C. § 10153 \(A\)\(1-5\)](#), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances.

Prohibited Items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and it prohibits the use of JAG funds for other items unless BJA grants a waiver. The [JAG Prohibited Expenditures Guidance](#) provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Administrative Costs: The JAG statute, at [34 U.S.C. § 10152](#), requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant.

Trust Fund: The JAG statute, at 34 U.S.C. § 10158, requires that a state or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in [2 C.F.R. § 200.305\(b\)\(11\)](#) apply.

Goals and Objectives of This Funding Opportunity

Goal: Improve the administration of the criminal justice system.

- **Objective 1:** Provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.
- **Objective 2:** Assist units of local government with their criminal justice needs.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the [Performance Reports](#) section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the [Application Resource Guide](#) for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients do not need to submit any deliverables other than the standard items in the [Post-Award Requirements and Administration](#) section.

Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving [Program Goals and Objectives](#). Read information on [performance reporting](#).

Award recipients will receive further guidance on post award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

The table below lists the contents for your application. Refer to the [DOJ Grant Application Submission Checklist](#) for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424	Online Form
Step 2: JustGrants	
Standard Applicant Information	Online Form
Proposal Abstract	Text Box
Data Requested With Application - Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) - JAG Survey	Online Form
Proposal Narrative	Attachment
Budget	Attachment
Other Budget/Financial Attachments - Indirect Cost Rate Agreement (if applicable) - Consultant Rate (if applicable)	Attachment
Additional Application Components - Certifications and Assurances by the Chief Executive of the Applicant Government - BWC Policy Certification (if applicable) - Body Armor Mandatory Wear Certification (if applicable) - Extreme Risk Protection Order (ERPO) Certification (if applicable) - Prohibited Expenditure Waiver Request (if applicable) - Unmanned Aircraft System (UAS) Certification (if applicable) - Counter-UAS Certification (if applicable)	Attachment

Standard Applicant Information

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples

- The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [insert] will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

Disparate JAG Abstract Example

- The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this [questionnaire](#).

JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

1. To initiate the survey, click on the survey title to open.
2. When you have completed the survey, click the “Finish” button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
3. To go back to the main application screen, go to the “Actions” menu in the top right corner of the screen and select “Close” to exit the survey review screen.
4. The survey you just completed will still display an “Open” status. To confirm the completed status of your survey, go back to the “Actions” menu and select

“Refresh.” The status of your completed survey will change to “Resolved—Completed.”

5. To verify responses to a completed survey, click the survey title to reopen it and view your saved responses.
6. To change and/or update responses to a completed survey, click the “Reopen” option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants.

Sections of the Proposal Narrative

The Proposal Narrative must include the three sections listed below.

1. Description of the Need: What critical issue or problem do you propose to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction’s needed resources for criminal justice purposes.

2. Project Design and Implementation: How will you implement project activities that meet the project goals and objectives? Please include the following:

- Describe how JAG funds will be coordinated with state and related justice funds.
- Provide description of the programs to be funded over the grant period, to include any subawards.

3. Capabilities and Competencies: What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- Describe the applicant’s capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to [Program Description: Performance Reports](#) for additional details on performance measures for this funding opportunity.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on [project evaluations](#).

Budget and Associated Documentation

Budget

Use the Budget Detail Separate Attachment (attach file in JustGrants) to submit the budget. Read information on [budget preparation](#) and [JustGrants Application Submission Training](#).

- List each cost needed to implement the project under the appropriate cost category.

- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.¹

The following information specific to this funding opportunity will help you develop your project budget:

- In addition to the instructions above, Local JAG applicants must include in the budget worksheet the following:
- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line-item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively, separate budget attachments for each partner of unit of local government are acceptable.
- Funding restrictions—JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Additional restrictions apply to certain costs or activities, to include but not limited to:

- Administrative costs
- Prohibited items per 34 U.S.C. § 10152, absent a waiver
- UAS and C-UAS
- Body Armor
- Body Worn Cameras
- ERPO activities
- DNA Testing of Evidentiary Materials

Please refer to the [JAG Frequently Asked Questions](#) for more information.

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about [indirect costs](#).
- **Consultant Rate (if applicable):** Read information on [limits to consultant rates](#) and

¹ See [2 C.F.R. Part 200, Subpart E](#) and the [DOJ Grants Financial Guide](#). Read information on [unallowable costs](#) that apply to all funding opportunities.

whether you need to request approval to exceed those limits.

Additional Application Components

Attach these in JustGrants:

- **Certifications and Assurances by the Chief Executive of the Applicant Government:** Found at: <https://bja.ojp.gov/program/jag/certifications-assurances>. This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)).
- **Body-Worn Camera (BWC) Policy Certification (if applicable):** Only required if the direct recipient will be using JAG funds for a BWC project.
- **Body Armor Mandatory Wear Certification (if applicable):** Only required if the direct recipient will be using JAG funds for body armor.
- **Extreme Risk Protection Order (ERPO) Certification (if applicable):** Only required if JAG funds will be used for an ERPO program.
- **Prohibited Expenditure Waiver Request (if applicable):** Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request.
- **Unmanned Aircraft System (UAS) Certification (if applicable):** Only required if a JAG application will include costs for UAS in the budget.
- **Counter-UAS Certification (if applicable):** Only required if a JAG application will include costs for C-UAS in the budget.

Refer to the [JAG Frequently Asked Questions](#) for more information on these attachments. If a required attachment is missing from an eligible JAG application, OJP will issue an award agreement, but funds may be withheld until it is provided.

Disclosures and Assurances

Read the [disclosures and assurances](#) and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The [DOJ Grant Application Submission Checklist](#) provides instructions for how to submit your application by the [deadlines](#). [Executive Order \(E.O.\) 12372](#) (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the [Application Resource Guide](#) for details. Read OJP's policy for applicants to [request late submission](#) due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

OJP will review applications to ensure the information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the [Application Resource Guide](#) for information on the application review process for formula grants, including risk review, and the deciding official.

7. AWARD NOTICES

Read about the [award notification](#) process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the [Application Resource Guide](#) for more information about: standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

2026 Florida Local JAG Allocations

Only jurisdictions listed below in the state are eligible to receive FY 2026 JAG funding directly from BJA, with award amounts determined by the annual formula. Important notes:

1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. A single jurisdiction must serve as the fiscal agent on behalf of the group. BJA will only fund one award for the disparate group. Disparate jurisdictions are responsible for determining individual amounts within the Joint Allocation and for documenting allocations via a memorandum of understanding.

2) Jurisdictions eligible for a direct allocation (i.e., not part of a disparate group) are listed alphabetically below the shaded, disparate groupings.

For additional details on eligibility and disparate group requirements, refer to the JAG the Frequently Asked Questions here: <https://bja.ojp.gov/program/jag/frequently-asked-questions>. For additional details regarding the JAG formula and award calculation process, please refer to the JAG Technical report here: <https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2024>.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	ALACHUA County	County	\$17,796	
FL	GAINESVILLE City	Municipal	\$96,334	\$114,130
FL	BROWARD County	County	\$28,323	
FL	CORAL SPRINGS City	Municipal	\$14,364	
FL	DANIA BEACH City	Municipal	\$18,257	
FL	DAVIE Town	Municipal	\$23,189	
FL	DEERFIELD BEACH City	Municipal	\$27,833	
FL	FORT LAUDERDALE City	Municipal	\$102,131	
FL	HALLANDALE BEACH City	Municipal	\$17,161	
FL	HOLLYWOOD City	Municipal	\$39,255	
FL	LAUDERDALE LAKES City	Municipal	\$26,448	
FL	LAUDERHILL City	Municipal	\$50,590	
FL	MIRAMAR City	Municipal	\$20,968	
FL	NORTH LAUDERDALE City	Municipal	\$19,267	
FL	OAKLAND PARK City	Municipal	\$23,910	
FL	PEMBROKE PINES City	Municipal	\$16,382	
FL	PLANTATION City	Municipal	\$20,276	
FL	POMPANO BEACH City	Municipal	\$75,365	
FL	SUNRISE City	Municipal	\$16,498	
FL	TAMARAC City	Municipal	\$15,517	\$555,734
FL	LEON County	County	\$34,207	
FL	TALLAHASSEE City	Municipal	\$97,603	\$131,810
FL	PINELLAS County	County	\$31,582	
FL	ST PETERSBURG City	Municipal	\$137,953	\$169,535
FL	ALTAMONTE SPRINGS City	Municipal	\$13,844	
FL	APOPKA City	Municipal	\$23,593	
FL	BAY County	County	\$24,256	
FL	BELLE GLADE City	Municipal	\$18,200	
FL	BOCA RATON City	Municipal	\$15,200	
FL	BOYNTON BEACH City	Municipal	\$20,709	
FL	BRADENTON City	Municipal	\$25,179	
FL	BREVARD County	County	\$41,562	
FL	CAPE CORAL City	Municipal	\$27,083	
FL	CHARLOTTE County	County	\$18,113	
FL	CITRUS County	County	\$31,381	
FL	CLAY County	County	\$40,033	

FL	CLEARWATER City	Municipal	\$38,014	
FL	COCOA City	Municipal	\$18,661	
FL	COLLIER County	County	\$57,108	
FL	COLUMBIA County	County	\$16,296	
FL	DAYTONA BEACH City	Municipal	\$64,463	
FL	DE LAND City	Municipal	\$15,546	
FL	DELRAY BEACH City	Municipal	\$14,767	
FL	DORAL City	Municipal	\$10,210	
FL	ESCAMBIA County	County	\$129,041	
FL	FLAGLER County	County	\$17,738	
FL	FLORIDA CITY City	Municipal	\$24,314	
FL	FORT MYERS City	Municipal	\$44,273	
FL	FORT PIERCE City	Municipal	\$22,468	
FL	GREENACRES City	Municipal	\$10,672	
FL	HERNANDO County	County	\$39,081	
FL	HIALEAH City	Municipal	\$38,187	
FL	HIGHLANDS County	County	\$18,344	
FL	HILLSBOROUGH County	County	\$160,998	
FL	HOMESTEAD City	Municipal	\$59,040	
FL	INDIAN RIVER County	County	\$10,845	
FL	JACKSONVILLE BEACH City	Municipal	\$11,104	
FL	JACKSONVILLE City	Municipal	\$510,251	
FL	KISSIMMEE City	Municipal	\$29,938	
FL	LAKE CITY City	Municipal	\$14,479	
FL	LAKE County	County	\$40,985	
FL	LAKE WORTH BEACH City	Municipal	\$27,573	
FL	LAKELAND City	Municipal	\$26,362	
FL	LARGO City	Municipal	\$26,420	
FL	LEE County	County	\$114,187	
FL	LEESBURG City	Municipal	\$11,854	
FL	MANATEE County	County	\$120,475	
FL	MARION County	County	\$65,386	
FL	MARTIN County	County	\$24,141	
FL	MELBOURNE City	Municipal	\$55,868	
FL	MIAMI BEACH City	Municipal	\$68,328	
FL	MIAMI City	Municipal	\$205,444	
FL	MIAMI GARDENS City	Municipal	\$41,418	
FL	MIAMI-DADE County	County	\$477,515	
FL	MONROE County	County	\$13,325	
FL	NASSAU County	County	\$11,825	
FL	NEW PORT RICHEY City	Municipal	\$10,672	
FL	NORTH MIAMI BEACH City	Municipal	\$24,458	
FL	NORTH MIAMI City	Municipal	\$41,129	
FL	OCALA City	Municipal	\$31,034	
FL	OCOE City	Municipal	\$12,950	
FL	OKALOOSA County	County	\$44,360	
FL	OPA-LOCKA City	Municipal	\$29,967	
FL	ORANGE County	County	\$273,714	
FL	ORLANDO City	Municipal	\$209,915	
FL	ORMOND BEACH City	Municipal	\$10,758	
FL	OSCEOLA County	County	\$63,886	
FL	PALM BAY City	Municipal	\$38,043	
FL	PALM BEACH County	County	\$118,888	
FL	PALM SPRINGS Village	Municipal	\$16,584	
FL	PANAMA CITY BEACH City	Municipal	\$10,787	
FL	PANAMA CITY City	Municipal	\$21,343	
FL	PASCO County	County	\$126,243	

FL	PENSACOLA City	Municipal	\$16,469	
FL	PINELLAS PARK City	Municipal	\$11,854	
FL	PLANT CITY City	Municipal	\$16,584	
FL	POLK County	County	\$116,379	
FL	PORT ST LUCIE City	Municipal	\$22,324	
FL	RIVIERA BEACH City	Municipal	\$31,352	
FL	SANFORD City	Municipal	\$32,102	
FL	SANTA ROSA County	County	\$20,824	
FL	SARASOTA City	Municipal	\$30,054	
FL	SARASOTA County	County	\$32,909	
FL	SEMINOLE County	County	\$32,073	
FL	ST CLOUD City	Municipal	\$11,306	
FL	ST LUCIE County	County	\$29,592	
FL	SUMTER County	County	\$12,950	
FL	SUWANNEE County	County	\$12,027	
FL	TAMPA City	Municipal	\$168,238	
FL	TITUSVILLE City	Municipal	\$18,863	
FL	VOLUSIA County	County	\$56,531	
FL	WALTON County	County	\$10,181	
FL	WEST PALM BEACH City	Municipal	\$73,346	
FL	WINTER GARDEN City	Municipal	\$14,104	
FL	WINTER HAVEN City	Municipal	\$14,421	
	Local total		\$5,846,520	

BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula

Grants.gov Funding Opportunity Number: O-BJA-2026-172705

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **October 9, 2026, by 11:59 p.m. ET**
 2. Submit full application in JustGrants: **October 16, 2026, by 8:59 p.m. ET**
-



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1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula**. This opportunity will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used](#).

See the [Eligible Applicants](#) section for eligibility details.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.738
Statutory Authority	Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Grants.gov Opportunity Number	O-BJA-2026-172705
Expected Total Amount of Funding	Up to \$96,518,469
Anticipated Number of Awards	1,190
Award Type(s)	Grants
Anticipated Award Amount	Up to \$4,964,030
Expected Award Period(s)	24 months (awards less than \$25,000) or 48 months (awards \$25,000 or more) starting on October 1, 2025

Key Dates and Times

NOFO Release Date	August 25, 2026
SAM.gov Registration/Renewal	Begin the process by September 1, 2026, and no later than September 9, 2026
Step 1: Grants.gov Deadline	11:59 p.m. ET on October 9, 2026
Step 2: JustGrants Deadline	8:59 p.m. ET on October 16, 2026

See [Questions?](#) at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply are:

Government Entities

- County governments
- City or township governments
- Special district governments
- Native American tribal governments (federally recognized)

Other

- Other units of local government

“Other” Entities Definition:

- By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the [JAG Allocations page](#) and the link to their relevant state to determine if they are eligible for a direct award from BJA.

- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (*i.e.*, not listed in the allocation charts) will not be accepted for funding.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

3. PROGRAM DESCRIPTION

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP’s priorities include:

- Directly supporting law enforcement operations (including immigration law enforcement operations);
- Combatting violent crime;
- Supporting services to American citizens;
- Protecting American children; and
- Supporting American victims of trafficking and sexual assault.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal,

state, local, tribal, and territorial law enforcement. BJA encourages state and local recipients of FY 2026 JAG funding to join federal law enforcement agencies in addressing the following challenges.

Combating Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations.

Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violent crime reduction projects, including the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations, and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI); the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF); the Drug Enforcement Administration; the United States Marshals Service; and the Department of Homeland Security. Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS), as well as to interrupt drug cartels' use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's [UAS page](#) for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, entering into and fully participating in a 287(g) partnership and/or a Homeland Security Task Force, honoring detainers, protecting critical infrastructures, and information/intelligence problems).

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment, institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Unallowable Activities: The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the [DOJ Grants Financial Guide](#), in Chapter 3.13 “Unallowable Costs” (“Legal Services for Aliens”), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY 2026 Local JAG Allocations are listed on the [JAG Allocations website](#), with separate lists for each state. According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). **Units of local government identified as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** See the [JAG FAQs](#) for more information on the requirements for disparate groups.

The JAG statutory formula is fully described within the [JAG Technical Report](#).

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at [34 U.S.C. § 10153 \(A\)\(1-5\)](#), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances.

Prohibited Items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and it prohibits the use of JAG funds for other items unless BJA grants a waiver. The [JAG Prohibited Expenditures Guidance](#) provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Administrative Costs: The JAG statute, at [34 U.S.C. § 10152](#), requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant.

Trust Fund: The JAG statute, at 34 U.S.C. § 10158, requires that a state or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in [2 C.F.R. § 200.305\(b\)\(11\)](#) apply.

Goals and Objectives of This Funding Opportunity

Goal: Improve the administration of the criminal justice system.

- **Objective 1:** Provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.
- **Objective 2:** Assist units of local government with their criminal justice needs.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the [Performance Reports](#) section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the [Application Resource Guide](#) for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients do not need to submit any deliverables other than the standard items in the [Post-Award Requirements and Administration](#) section.

Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving [Program Goals and Objectives](#). Read information on [performance reporting](#).

Award recipients will receive further guidance on post award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

The table below lists the contents for your application. Refer to the [DOJ Grant Application Submission Checklist](#) for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424	Online Form
Step 2: JustGrants	
Standard Applicant Information	Online Form
Proposal Abstract	Text Box
Data Requested With Application - Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) - JAG Survey	Online Form
Proposal Narrative	Attachment
Budget	Attachment
Other Budget/Financial Attachments - Indirect Cost Rate Agreement (if applicable) - Consultant Rate (if applicable)	Attachment
Additional Application Components - Certifications and Assurances by the Chief Executive of the Applicant Government - BWC Policy Certification (if applicable) - Body Armor Mandatory Wear Certification (if applicable) - Extreme Risk Protection Order (ERPO) Certification (if applicable) - Prohibited Expenditure Waiver Request (if applicable) - Unmanned Aircraft System (UAS) Certification (if applicable) - Counter-UAS Certification (if applicable)	Attachment

Standard Applicant Information

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples

- The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [insert] will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

Disparate JAG Abstract Example

- The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this [questionnaire](#).

JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

1. To initiate the survey, click on the survey title to open.
2. When you have completed the survey, click the “Finish” button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
3. To go back to the main application screen, go to the “Actions” menu in the top right corner of the screen and select “Close” to exit the survey review screen.
4. The survey you just completed will still display an “Open” status. To confirm the completed status of your survey, go back to the “Actions” menu and select

“Refresh.” The status of your completed survey will change to “Resolved—Completed.”

5. To verify responses to a completed survey, click the survey title to reopen it and view your saved responses.
6. To change and/or update responses to a completed survey, click the “Reopen” option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants.

Sections of the Proposal Narrative

The Proposal Narrative must include the three sections listed below.

1. Description of the Need: What critical issue or problem do you propose to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction’s needed resources for criminal justice purposes.

2. Project Design and Implementation: How will you implement project activities that meet the project goals and objectives? Please include the following:

- Describe how JAG funds will be coordinated with state and related justice funds.
- Provide description of the programs to be funded over the grant period, to include any subawards.

3. Capabilities and Competencies: What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- Describe the applicant’s capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to [Program Description: Performance Reports](#) for additional details on performance measures for this funding opportunity.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on [project evaluations](#).

Budget and Associated Documentation

Budget

Use the Budget Detail Separate Attachment (attach file in JustGrants) to submit the budget. Read information on [budget preparation](#) and [JustGrants Application Submission Training](#).

- List each cost needed to implement the project under the appropriate cost category.

- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.¹

The following information specific to this funding opportunity will help you develop your project budget:

- In addition to the instructions above, Local JAG applicants must include in the budget worksheet the following:
- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line-item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively, separate budget attachments for each partner of unit of local government are acceptable.
- Funding restrictions—JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Additional restrictions apply to certain costs or activities, to include but not limited to:

- Administrative costs
- Prohibited items per 34 U.S.C. § 10152, absent a waiver
- UAS and C-UAS
- Body Armor
- Body Worn Cameras
- ERPO activities
- DNA Testing of Evidentiary Materials

Please refer to the [JAG Frequently Asked Questions](#) for more information.

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about [indirect costs](#).
- **Consultant Rate (if applicable):** Read information on [limits to consultant rates](#) and

¹ See [2 C.F.R. Part 200, Subpart E](#) and the [DOJ Grants Financial Guide](#). Read information on [unallowable costs](#) that apply to all funding opportunities.

whether you need to request approval to exceed those limits.

Additional Application Components

Attach these in JustGrants:

- **Certifications and Assurances by the Chief Executive of the Applicant Government:** Found at: <https://bja.ojp.gov/program/jag/certifications-assurances>. This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)).
- **Body-Worn Camera (BWC) Policy Certification (if applicable):** Only required if the direct recipient will be using JAG funds for a BWC project.
- **Body Armor Mandatory Wear Certification (if applicable):** Only required if the direct recipient will be using JAG funds for body armor.
- **Extreme Risk Protection Order (ERPO) Certification (if applicable):** Only required if JAG funds will be used for an ERPO program.
- **Prohibited Expenditure Waiver Request (if applicable):** Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request.
- **Unmanned Aircraft System (UAS) Certification (if applicable):** Only required if a JAG application will include costs for UAS in the budget.
- **Counter-UAS Certification (if applicable):** Only required if a JAG application will include costs for C-UAS in the budget.

Refer to the [JAG Frequently Asked Questions](#) for more information on these attachments. If a required attachment is missing from an eligible JAG application, OJP will issue an award agreement, but funds may be withheld until it is provided.

Disclosures and Assurances

Read the [disclosures and assurances](#) and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The [DOJ Grant Application Submission Checklist](#) provides instructions for how to submit your application by the [deadlines](#). [Executive Order \(E.O.\) 12372](#) (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the [Application Resource Guide](#) for details. Read OJP's policy for applicants to [request late submission](#) due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

OJP will review applications to ensure the information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the [Application Resource Guide](#) for information on the application review process for formula grants, including risk review, and the deciding official.

7. AWARD NOTICES

Read about the [award notification](#) process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the [Application Resource Guide](#) for more information about: standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Public Safety Coordinating Council Funding Application

Organization Name: Manatee County Sheriff's Office

Address: 14470 Harlee Road

Phone: 941-747-3011 x2996

Program That Best Fits Your Project:

04-Corrections and Community Corrections Program

Organization Primary Contact First Name: Matthew

Last Name: Gardieff

Title: Captain

Office Phone: 941-747-3011

Ext: 2996

Email: matthew.gardieff@manatee

Request Primary Contact

Same as Organization Primary Contact? Yes



If Different Complete Information Below

First Name:

Last Name:

Title:

Phone:

Ext:

Email:

Problem Identified

Identify the problem, include what hazards, risks or concerns the funds will address.

The Manatee County Central Jail Inmate Vocational Laundry and Pressing Program is in critical need of new equipment. The current pressing system—comprised of multiple machines and integrated piping—is nearing or has exceeded its expected life cycle. Over the past several years, maintenance costs have continued to rise as the aging equipment requires increasingly frequent repairs.

Our vendor has advised for the past two years that many of the necessary replacement parts are now obsolete due to the equipments age, which ranges from 10 to 23 years. Industry standards indicate that laundry pressing equipment typically has a life span of 10 to 15 years, meaning much of our system is well beyond its intended service life.

Program/Project Description

Provide a one paragraph summary description of the Program/Project and how it aligns with program area.

Funding for this project will allow the program to replace the outdated system with modern, efficient equipment. This upgrade will not only reduce ongoing maintenance costs but will also ensure the vocational training environment accurately reflects current industry practices. By doing so, we strengthen our mission of preparing inmates with relevant job skills, increasing their opportunities for successful employment and reintegration into the workforce after incarceration.

Describe how the program/project will address the specific problems identified.

The addition of new equipment will enhance the practical, industry-relevant training we are able to provide to inmates while significantly reducing the escalating repair costs experienced in recent years.

What program/project activities or tasks are to be carried out?

Purchase and installation of new equipment.

Describe the expected outcomes of the activities/tasks identified. How will they be measured?

Improve training quality and relevance. Increase program efficiency. Reduce maintenance and repair costs. Enhanced safety for staff and inmates.

Community Actions and Efforts

Define current efforts underway or existing resources being used in responding to the problem.

Repairs will continue as needed to keep the program operational; however, replacement parts are becoming increasingly scarce, making long-term maintenance difficult and unsustainable.

Describe any current Coordination and Cooperation with other Agencies or Departments.

None currently.

Why is this project important for Manatee County?

This project is essential to Manatee County because it helps ensure the safety of inmates and supports the Sheriff's ongoing commitment to providing a variety of vocational programs. These programs are designed to teach inmates valuable skill sets and trades that will improve their ability to succeed and contribute positively to the community upon their release.

Describe impact to the community if program/project is not funded

If funding is not approved, the Laundry and Pressing Program will be forced to continue using outdated equipment until repairs are no longer feasible, jeopardizing the program's operation and training quality.

Financial Information

Attach your Detailed Budget (be sure to include all expenses associated with the project/program)

Budget Narrative:

Total funding requested for the equipment and installation is \$125,000.

Describe Long Term Plan to Sustain Budget without Funds

There is no long term planned currently developed to purchase these items without the grant assistance.

Gulf Coast Equipment Sales

4304 Wallace Road
Lakeland, Fl. 33812
813-253-3191

Sales Quote

Sold To	Job site / Ship Location
Manatee County Corrections 14470 Harlee Road Palmetto Fl. 34221	Manatee County Corrections 14470 Harlee Road Palmetto, FL 34221

Date
10/28/2025
Quote #
2407
P.O. #
Technician

Terms		50% Down-50% on completion				
Item	Description	MPN	Qty	Rate	Total	
CT Cyclone	Unipress CT Cyclone Combination Single Buck / Sleever	CT Cyclone	1	54,000.00	54,000.00T	
Collar and Cuff ...	Unipress Collar and Cuff Press	F3T	1	13,600.00	13,600.00T	
Ct Trap Set UP	Unipress Ct Trap Set, includes 5 traps, pressure gauge & all necessary fittings, strainers & check valves	46460-00	1	2,500.00	2,500.00T	
SLZ	Unipress SLZ 53" Laundry Legger	SLZ	1	13,500.00	13,500.00T	
Unipress STF	Unipress STF- Semi automatic topper finisher	STF	1	10,500.00	10,500.00T	
46X Automatic ...	Unipress 46X Automatic Legger	46X	1	14,000.00	14,000.00T	
Iron Stand Assy	Unipress Iron Stand Assy	22934-00	1	590.00	590.00T	
Steam Iron Prep...		47096	1	250.00	250.00T	
PI-1 Single Puff...	Unipress Single Puff Iron Men's shoulder	PI-1	1	2,000.00	2,000.00T	
45RX UP	Unipress 45RX Right Handed Utility Press	45RX	1	13,500.00	13,500.00T	
Iron Stand Assy	Unipress Iron Stand Assy	22934-00	1	590.00	590.00T	
Steam Iron Prep...		47096	1	250.00	250.00T	
FMT UP	Unipress FMT Mushroom Topper Press	FMT	1	9,600.00	9,600.00T	
All Steam Iron ...	All Steam Iron complete w/ accessories B109	PSI-410	2	207.00	414.00T	
Discounts	Professional Discount			-27,058.80	-27,058.80	
INSTALLATION	Equipment Installation Includes new steam piping, ball valves, steam traps, and pipe insulation from new equipment to existing steam header. Quote is good for 30 days			13,000.00	13,000.00T	
We look Forward to working with you!				Subtotal	\$121,235.20	
PLEASE SIGN HERE If paying with a credit card there is a 3% fee				Sales Tax (0.0%)	\$0.00	
Signature _____				Total	\$121,235.20	



September 1, 2026 - Regular Meeting

Subject

Updates to Agenda - August 31, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 8/31/26) for the meeting of September 1, 2026:

ANNOUNCEMENTS

Generic Public Comments

- This agenda item was updated with additional comments.

AWARDS/PRESENTATIONS/PROCLAMATIONS

Presentations

Item 2, **9:00 A.M. TIME CERTAIN** - Project Grace Follow-Up Discussion and Staff Responses to Board and Community Questions and Concerns - District 5

- This agenda item was updated with public comments.

CONSENT AGENDA

Community and Veterans Services

Item 11, Execution of Lease Agreement between Manatee County and The Eternity Temple Washington Park Community Development Corporation, Inc., Johanna Beville, Program Analyst for Community and Veterans Services Department – District 2
Board of County Commissioners September 1, 2026

- This agenda item was updated with a revised Lease Agreement.

12, Execution of Lease Agreement between Manatee County and Rubonia Community Association, Inc., Johanna Beville, Program Analyst for Community and Veterans Services Department – District 2

- This agenda item was updated with a revised Lease Agreement.

Financial Management

Item 13, Adoption of Budget Amendment Resolution B-26-105; and Budget Amendment Resolution B-26-106 for Infrastructure Sales Tax, Claudia Campos, Interim Chief Financial Officer

- This agenda item was updated with final Budget Amendment Resolution B-26-106.

Natural Resource Department

Item 41, Acceptance and Refund of Donation from Big Bill Foundation for 18th Annual Robinson Preserve 5K/10K Race, Aedan Stockdale, Education & Volunteer Division Manager - District 3

- This agenda item was added to the Agenda.

Property Management

Item 25, Execution of Lease Agreement between Manatee County and SPCA Property Co, LLC, for the property located at 5516 21st Avenue West, Bradenton, Florida 34209, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with revised Instructions to Board Records (in strikethrough/underline format) and public comment.

Public Safety

Item 26, Adoption of Resolution R-26-110, accepting a State Grant Award from the State of Florida, Division of Emergency Management, for the Emergency Management Preparedness and Assistance (EMPA) Grant Agreement FY 26/27; and the Adoption of Budget Amendment Resolution B-26-098, Joel Richmond, Deputy Chief of Emergency Management - Countywide

- This agenda item was updated to revise the Action Requested to include Adoption of Budget Amendment Resolution B-26-098 (in strikethrough/underline format).

Public Works

Item 27, Adoption Resolution R-26-087, authorizing the Chairperson or designee to sign the Federal Fiscal Year (FFY) 2026 annual Federal Transit Administration (FTA) Certifications and Assurances, Benita Zarr, Interim Transit Division - Countywide

- This agenda item was updated to revise the Action Requested (in strikethrough/underline format) and attach a Letter designating Signature of Authority for FTA Assistance and Awards.

ADVERTISED PUBLIC HEARINGS – LEGISLATIVE

Presentations Scheduled

Item 30, Adoption of Ordinance 26-40, Amending Article IV of Chapter 2-25 of the Manatee County Code and Revising ELMAC Membership Eligibility, Terms, Number of Seats and Procedures, Kara Koenig, Environmental Lands Program Manager - Countywide

- This agenda item was updated with the clean version of Ordinance 26-40 and the strikethrough/underline version of Ordinance 26-40.

REGULAR

Government Relations

Item 34, Approval of Project Wolf - Advanced PFAS Treatment for Landfill Leachate and Biosolids at Lena Road Landfill; Adoption of Budget Amendment Resolution B-26-109; and Adoption of Resolution R-26-122, Aimee Johnson, Economic Development Division Manager - District 5

- This agenda item was updated with public comment and a revised PowerPoint Presentation.

Property Management

Item 35, Adoption of Resolution R-26-97 authorizing the conveyance of County-owned property, known as the GTE building, located at 1009 4th Avenue West, Bradenton, Florida 34205, and execution of a County Deed to the City of Bradenton, a Florida municipal corporation, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was updated with public comments.

REPORTS

Public Works

Item 36, Light Up Manatee Project Status Update, Aaron Burkett, Traffic Operations Division Manager, and Chris DeCosta, Sr, Assessment Coordinator

- This agenda item was updated with public comments and a PowerPoint Presentation.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A