

BOARD OF COUNTY COMMISSIONERS
PORT AUTHORITY
CIVIC CENTER AUTHORITY
COMMUNITY REDEVELOPMENT AGENCY
MANATEE COUNTY, FLORIDA

WEBSITE: WWW.MYMANATEE.ORG

Manatee County Administrative Center
Commission Chambers - First Floor - 1112 Manatee Avenue West
Bradenton, Florida 34205

Commission Office: (941) 745-3700
Commission Fax: (941) 745-3790

PLEDGE OF PUBLIC CONDUCT
WE MAY DISAGREE, BUT WE WILL BE RESPECTFUL OF ONE ANOTHER
WE WILL DIRECT ALL COMMENTS TO ISSUES
WE WILL AVOID PERSONAL ATTACKS

Revised **AGENDA**
and
NOTICE OF PUBLIC MEETING

9:00 a.m. REGULAR MEETING February 23, 2010

MEETING CALLED TO ORDER: *Donna G. Hayes, Chairman*

INVOCATION: Pastor Bill Pierson, JOY Fellowship Ministries

PLEDGE OF ALLEGIANCE Presentation of Colors by County-wide Honor Guard

CITIZEN'S COMMENTS

*COMMENTS SHOULD BE LIMITED TO TWO MINUTES PER PERSON AND SHOULD CONCERN ITEMS ON **CONSENT AGENDA**.*

CONSENT AGENDA

*THE FOLLOWING ITEMS ARE DETERMINED TO BE ROUTINE IN NATURE AND SHOULD BE CONSIDERED IN A SINGLE MOTION.
ITEMS DETERMINED TO WARRANT INDIVIDUAL DISCUSSION SHOULD BE REMOVED FROM THIS LIST PRIOR TO THE MOTION TO ADOPT.
SUCH ITEMS SHOULD BE DISCUSSED SEPARATELY.*

CLERK OF CIRCUIT COURT

- **Clerk's Consent Calendar:** Approval

PROCLAMATIONS

1. **Manatee High Pride Day** – February 23, 2010
2. **Firefighter Appreciation Month** – March 2010
3. **Centennial Anniversary of the Boy Scouts** – March 2010

ADMINISTRATOR

4. **City of Anna Maria Annexation** – Support a proposed local bill (special act) annexing unincorporated areas located within the waters of the Gulf of Mexico, Tampa Bay, Lake LaVista entrance, and Bimini Bay into the City of Anna Maria, with contingencies*
5. **DUI Court Program** – Authorize Chairman to sign letter of support of the Manatee County DUI Court Program to Department of Transportation, as requested by Court Administrator

ATTORNEY

6. **Administrative Appeal** – Dismiss Manatee County's administrative appeal of the Amended Recommended Order of the Hearing Officer (2/1/10) in the administrative hearing between Westra Construction Corporation and Manatee County, contingent upon Westra's dismissal of its appeal of the Amended Recommended Order of the Hearing Officer

COMMUNITY SERVICES

7. **Health Department** – Execute contract with Florida Department of Health for services to be provided at the Manatee County Health Department
8. **System Advocate** – Execute Amendment 1 to agreement with Sarasota County Board of County Commissioners and Sarasota County Health Department to provide a Family Safety Alliance System Advocate*

CONVENTION AND VISITORS BUREAU

9. **DeSoto Heritage Festival** – Approve expenditures of \$25,000 to be used to reimburse Hernando DeSoto Historical Society for marketing expenses for the promotion of the DeSoto Heritage Festival

Donna G. Hayes, District 5, Chairman

Carol Whitmore, District 6 At-Large, 1st Vice-Chairman; John R. Chapple, District 3, 2nd Vice-Chairman; Larry Bustle, District 1, 3rd Vice-Chairman
Dr. Gwendolyn Y. Brown, District 2; Ron Getman, District 4; Joe McClash, District 7 At-Large

- 10. **Sports Tournament** – Approve expenditures of \$39,400 for 14 sports tournaments (ISA Softball Tournaments, YBOA Basketball Tournaments, Volleyball & Baseball/Softball Camps, and USSSA Softball Tournaments)

FINANCIAL MANAGEMENT

- 11. **Beach Renourishment** – Authorize County Administrator or designee to execute Addendum 9 to extend agreement with Coastal Planning and Engineering, Inc.
- 12. **Budget Amendment Resolution** – Adopt Budget Resolution B-10-027

NATURAL RESOURCES

- 13. **Barge Loading Facility** – Authorize use of county-owned barge loading facility at Coquina Beach Bayside by WCIND
- 14. **Tree Trust Fund** – Authorize Parks and Recreation to acquire funds from Tree Trust Fund for G.T. Bray Entranceway Improvements, and adopt Budget Resolution B-10-028

NEIGHBORHOOD SERVICES

- 15. **Economic Development Incentive (EDI) Grant** - Adopt Resolution R-10-036 finding that “Project Exactech 2010” is approved for an EDI grant up to \$58,000 over a five-year period
- 16. **Economic Development Incentive (EDI) Grant** - Adopt Resolution R-10-035 finding that “Project HomeTech 2010” is approved for an EDI grant up to \$5,743 over a five-year period
- 17. **Land Use Agreement** – Execute Land Use and Deed Restriction agreement for the Manatee County Housing Authority, 732 27th Avenue West, Bradenton, a Neighborhood Stabilization Program housing development
- 18. **Letter of Consent** – Execute letter for additional financing pursuant to a Land Use and Deed Restriction agreement with United Community Centers, Inc., for a community center project partially funded by Manatee County Community Redevelopment Block Grant program

PARKS AND RECREATION

- 19. **After School Scholarship Program** – Authorize Parks and Recreation Department to submit a Children Services grant application for program
- 20. **Neighborhood Teen Program** - Authorize Parks and Recreation Department to submit a Children Services grant application for program
- 21. **Travel Credit Write Off** – Authorize Parks and Recreation Department to write off an unused airline credit totaling \$343.20

PROPERTY MANAGEMENT

- 22. **44th Avenue East Road Improvement Project** – Adopt Resolution R-10-032 authorizing Property Acquisition to conduct pre-suit negotiations and make written offer to purchase certain parcels required for the project before proceeding with eminent domain
- 23. **Myakka Elementary** – Adopt Resolution R-10-015-V declaring a public hearing on March 30, 2010, to consider and act upon application to vacate certain rights-of-way completely contained within property owned by Manatee County School Board*
- 24. **Myakka City Historic School House** – Execute agreement with Myakka City Historical Society*
- 25. **Pomello Park Subdivision** – Accept and record Utility and Drainage Easements (3), Affidavits of Ownership and Encumbrances (3)
- 26. **S.R. 64 East, Bradenton** – Accept and record Conservation Easement from Peoples Gas System, Affidavit of Ownership and Encumbrances
- 27. **Wares Creek Stormwater Improvement Project** – Adopt Resolution R-10-034 authorizing Property Acquisition to conduct pre-suit negotiations and make written offer to purchase parcel (W294) required for project before proceeding with eminent domain

PUBLIC WORKS

- 28. **Myakka City** – Execute Interlocal Agreement for right-of-way improvements with the School Board of Manatee County to remediate trace amounts of petroleum located within County right-of-way*
- 29. **Paradise Bay Estates** – Authorize Chairman to sign Utility Participation Agreement with Paradise Bay Estates, Inc.
- 30. **Surplus Equipment** - Adopt Resolution R-10-033 authorizing donation to Victorious Life Christian Center, and classify property which is uneconomical to upgrade or repair as surplus per Florida Statute §274.05 to enable appropriate and authorized disposition, and authorize disposal

REPORTS

- 31. **Dashboard Reports** - Accept into the record the Dashboard Report for month of January 2010

RECOMMENDED MOTION: I MOVE TO APPROVE THE CONSENT AGENDA INCORPORATING THE LANGUAGE AS STATED IN THE RECOMMENDED MOTIONS IN THE AGENDA MEMORANDA (AS MAY HAVE BEEN AMENDED IN THE SUPPLEMENTAL AGENDA).

(END CONSENT)

Donna G. Hayes, District 5, Chairman

AWARDS/PRESENTATIONS/PROCLAMATIONS

HUMAN RESOURCES

- 32. **Retirement Award** – Present award to **Robert H. Martin**, Emergency Medical Technician, Public Safety Department, honoring his 12 years of services with Manatee County Government

PROCLAMATIONS (APPROVED WITH CONSENT AGENDA)

- **Manatee High Pride Day** – February 23, 2010
- **Firefighter Appreciation Month** – March 2010
- **Centennial Anniversary of the Boy Scouts** – March 2010

CITIZEN'S COMMENTS

*COMMENTS SHOULD BE LIMITED TO TWO MINUTES PER PERSON
AND SHOULD CONCERN BUSINESS WHICH MAY, IF APPROPRIATE, BE PLACED ON A FUTURE AGENDA.*

MANATEE COUNTY PORT AUTHORITY

NOTHING SCHEDULED

MANATEE COUNTY CIVIC CENTER AUTHORITY

NOTHING SCHEDULED

MANATEE COUNTY COMMUNITY REDEVELOPMENT AGENCY

NOTHING SCHEDULED

ADVISORY BOARD/COMMITTEE APPOINTMENTS

COMMUNITY SERVICES

- 33. **Historical Commission** – Confirm appointment of eight members, Joe King, Joe Kennedy, Jeb Mulock, Michael Wood, Jan Greene, Maryann Lawler, Thomas Harrison, and Bill Howard, to the Manatee County Historical Commission as nominated by the Manatee County Historical Commission

NATURAL RESOURCES

- 34. **Environmental Lands Management and Acquisition Advisory Committee** – Appoint John Neal to open position on ELMAC at-large category

NEIGHBORHOOD SERVICES

- 35. **14th Street CRA Advisory Board** – Appoint Holly Clouse for a three-year term beginning February 24, 2010

ADVERTISED PUBLIC HEARINGS

PRESENTATIONS UPON REQUEST – ITEMS 36-37

PLANNING

- 36. **PDPI-09-13(Z)(P) PATRON HOLDINGS/FB ENERGY – SOLAR BIOMASS INTEGRATED POWER PLANT**

(To be continued to a date to be determined)

(Lisa Barrett, Planning Manager) DTS #20090275

An Ordinance of the Board of County Commissioners of Manatee County, Florida, regarding land development, amending the official zoning atlas (Ordinance 90-01, the Manatee County Land Development Code), relating to zoning within the unincorporated area; providing for a rezone of 47.92± acres, at 11551 and 11805 US 41 North, from PDEZ (Planned Development Encouragement Zone) to the PDPI (Planned Development Public Interest) zoning district; retaining the PDEZ zoning district on property located west of the railroad track (1.40± acres); approving a Preliminary Site Plan on 49.32± acres for the declared use of an Electricity Generating Facility using biomass fuels (Heavy Utility Use), with accessory buildings totaling 28,400 square feet; subject to stipulations as conditions of approval consistent with Ordinance No. 09-31 (i.e. Plan Amendment No. PA-09-08); setting forth findings; providing a legal description; providing for severability, and providing an effective date.

Donna G. Hayes, District 5, Chairman

37. **Local Mitigation Strategy (LMS) – Adopt Resolution R-10-037 approving the Manatee County Local Mitigation Strategy**

RECOMMENDED MOTION: I MOVE TO APPROVE THE PRESENTATIONS UPON REQUEST AGENDA INCORPORATING THE LANGUAGE AS STATED IN THE RECOMMENDED MOTIONS IN THE AGENDA MEMORANDA (AS MAY HAVE BEEN AMENDED IN THE SUPPLEMENTAL AGENDA).

PRESENTATIONS SCHEDULED - ITEMS 38-39

PLANNING

38. **PDMU-96-01(G)(R7) COOPER CREEK CENTER MASTER SIGNAGE PLAN**

(Lisa Barrett, Planning Manager) DTS#20090304

An Ordinance of the Board of County Commissioners of Manatee County, Florida, regarding Land Development, amending Ordinance PDMU-96-01(G)(R6) pertaining to stipulations of approval regarding signs to allow a master sign plan for the Cooper Creek DRI, providing for Specific Approvals as applicable; and to update the buildout date; approving a master sign plan. Cooper Creek is generally located northwest of University Parkway and I-75 intersection (604.68 ± acres); subject to stipulations as conditions of approval; setting forth findings; providing for severability, and providing an effective date.

39. **ORDINANCE 10-26 PERSONAL WIRELESS SERVICE FACILITIES**

(Sarah Schenk, Deputy County Attorney) (Sharon Tarman, Planner)

An Ordinance of the Board of County Commissioners of Manatee County, Florida, regarding land development; providing findings; amending Chapter 7 of the Land Development Code, development standards of general applicability; amending Section 704.59 and renaming it Personal Wireless Service Facilities (PWSF); amending definitions; amending development standards and establishing siting preferences; providing for consistency with the Florida Statutes; amending Figure 6.1 community service uses, to clarify the development process required for Personal Wireless Service Facilities (PWSF); amending other provisions as necessary for internal consistency; providing for codification; providing for severability; and providing an effective date.

COMMISSIONERS' AGENDA

HAYES

- **Myakka Technologies** – Introduction of Charles Matson requesting letter from Board of County Commissioners supporting application for USDA, Rural Utilities Service grant, to run 150 miles of fiber throughout eastern Manatee and Sarasota counties

REGULAR AGENDA

NOTHING SCHEDULED

ADMINISTRATION/COMMISSION COMMENTS

ADJOURN

* Documents have been reviewed by County Attorney's Office

The Board of County Commissioners of Manatee County, the Manatee County Port Authority, the Manatee County Civic Center Authority, and the Manatee County Community Redevelopment Agency may elect not to convene, if no business is scheduled; however, each reserves the right to take action on any matter during its meeting, including items not set forth within this agenda. The Chair of each governing body at his/her option may take business out of order if he/she determines that such a change in the schedule will expedite the business of the governing body.

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions including one's access to, participation in, employment with, or treatment in, its programs or activities. Anyone requiring reasonable accommodation for this meeting as provided for in the Americans with Disabilities Act, should contact Kaycee Ellis at 742-5800; TDD ONLY 742-5802, wait 60 seconds; FAX 745-3790.

PUBLIC NOTICE: According to Florida Statutes, Section 286.0105, any person desiring to appeal any decision made by the Board of County Commissioners (or the other entities that are meeting) with respect to any matter considered at said public hearing/meeting will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based.

Prepared/Revised on 2/18/2010

Donna G. Hayes, District 5, Chairman

Carol Whitmore, District 6 At-Large, 1st Vice-Chairman; John R. Chapple, District 3, 2nd Vice-Chairman; Larry Bustle, District 1, 3rd Vice-Chairman
Dr. Gwendolyn Y. Brown, District 2; Ron Getman, District 4; Joe McClash, District 7 At-Large

MEMORANDUM



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

MANATEE COUNTY FLORIDA

Phone: 941.745.3717
Fax: 941.745.3790
www.mymanatee.org

DATE: February 23, 2010
TO: Ed Hunzeker, County Administrator
FROM: Marianne Lopata, Agenda Coordinator
SUBJECT: **AGENDA UPDATE FOR MEETING OF FEBRUARY 23, 2010**

CHANGES TO CONSENT AGENDA

CONVENTION AND VISITORS BUREAU

9. **DeSoto Heritage Festival**
REVISE MOTION TO MODIFY EXPENDITURES FROM \$25,000 TO \$10,000

NATURAL RESOURCES

13. **Barge Loading Facility** – *COUNTY ATTORNEY'S OFFICE RECOMMENDS DEFERRAL*

NEIGHBORHOOD SERVICES

18. **Letter of Consent**
ATTACHED: REVISED CONSENT LETTER

PROPERTY MANAGEMENT

24. **Myakka City Historic School House**
ATTACHED: AGENDA MEMO AND LEASE AGREEMENT (TERMINATION DATE CORRECTED TO JANUARY 31, 2015, ON FINAL VERSION OF AGREEMENT)

CHANGES TO ADVERTISED PUBLIC HEARINGS

PLANNING

36. **PDPI-09-13(Z)(P) Patron Holdings/FB Energy–Solar Biomass Integrated Power Plant**
REVISE MOTION TO CONTINUE THE PUBLIC HEARING TO MARCH 16, 2010, AT 9:00 A.M., OR AS SOON THEREAFTER AS MAY BE HEARD
37. **Local Mitigation Strategy**
ATTACHED: REVISED AGENDA MEMO CORRECTING THE MOTION TO ADD RESOLUTION NUMBER
39. **Ordinance 10-26 Personal Wireless Service Facilities**
ATTACHED: MEMO FROM COUNTY ATTORNEY'S OFFICE WITH REVISED DRAFT COPY OF ORDINANCE, AND REVISED FIGURE 7-A

ADDITIONS TO CIVIC CENTER AUTHORITY

40. **Mobile Stage** – Confirm staff recommendation that rental fees not be waived for not-for-profit groups requesting use of stage at no charge

CHANGES TO COMMISSIONERS' AGENDA

- **Myakka Technologies**
ATTACHED: PROJECT INFORMATION AND LANGUAGE FOR LETTER OF SUPPORT SUBMITTED BY CHARLES MATSON



MANATEE COUNTY FLORIDA

February 23, 2010

Patrick Carnegie, Executive Director
United Community Centers, Inc.
P.O. Box 1683
Bradenton, Florida 34206

Re: Manatee County Land Use Restriction Agreement and Construction Funding Agreement

Dear Mr. Carnegie:

Please consider this letter an acknowledgment and consent per paragraph 3 of that certain Land Use Restriction Agreement and Deed Restrictions, dated January 13, 2009, and recorded in OR Book 2291, Page 3135 of the Public Records of Manatee County, Florida, of your intent to pursue additional funding for the construction of the community center located at 922 24th Street East, Bradenton, Florida. We have no objections to additional encumbrances on the property for construction purposes.

Additionally, all funds awarded to the United Community Centers, Inc, through the Construction Funding Agreement dated December 23, 2008, and any subsequent amendments, are awarded as a **grant** as long as the end use of the facility remains a community center for fifteen (15) years from the date of the issuance of a Certificate of Occupancy. (Construction Funding Agreement, Exhibit D, General Conditions, paragraph 2.B. and Land Use Restriction Agreement, paragraph 2).

Manatee County will monitor the use and ownership of the property for the said fifteen (15) year period for compliance of these stipulations.

If you have any further questions or require any additional information, please feel free to contact Ms. Cheri R. Coryea, Director, Neighborhood Services Department, at (941) 749-3029 or by e-mail at cheri.coryea@mymanatee.org.

ATTEST:

R. B. Shore
Clerk of the Circuit Court

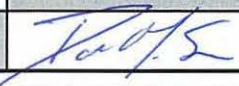
MANATEE COUNTY, FLORIDA
By and through its BOARD OF COUNTY
COMMISSIONERS

By: _____
Donna G. Hayes
Chairman

Board of County Commissioners
Mailing Address: P. O. Box 1000 Street Address: 1112 Manatee Avenue West, Bradenton, FL 34206-1000
WEB: www.mymanatee.org * PHONE: 941.745.3717 * FAX: 941.745.3790

MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

SUBJECT	Amendment to Lease for Myakka Historical Schoolhouse	TYPE AGENDA ITEM	Consent
DATE REQUESTED	February 23, 2010	DATE SUBMITTED/REVISED	February 18, 2010
BRIEFINGS? Who?	None	CONSEQUENCES IF DEFERRED	
DEPARTMENT/DIVISION	Property Management	AUTHORIZED BY TITLE	Ed Hunzeker, County Administrator
CONTACT PERSON TELEPHONE/EXTENSION	Robert Smith, x3015	PRESENTER/TITLE TELEPHONE/EXTENSION	Robert Smith, Property Management
ADMINISTRATIVE APPROVAL			

ACTION DESIRED
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Authorization for Chairman to execute the Lease between Myakka City Historical Society, Inc. and Manatee County

ENABLING/REGULATING AUTHORITY
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

BACKGROUND/DISCUSSION

- The Myakka Historical Society, Inc. and Manatee County entered into a lease agreement on February 8, 1996 that allowed the Historical Society to move the Myakka Historical Schoolhouse to county owned property in Myakka and run historical programs from that facility.
- That lease agreement ran through the year 2027, but had requirements that the schoolhouse be renovated and in operation by a date that has already passed, therefore they are out of compliance with the lease agreement.
- The Historical Society is continuing to work on acquiring funding to complete the renovations that are needed to allow them to begin operations.
- A \$25,000 state grant was applied for by the Historical Society (the County agreed to provide \$12,500 in match funds for the grant application).
- The Historical Society has been told by the state granting agency that they need to have a lease agreement that is not out of compliance in order to be considered for the grant.
- The attached lease would replace the existing lease and give the Historical Society a five year window to complete the renovations to the facility.

COUNTY ATTORNEY REVIEW	
Check appropriate box	
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)

<input type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input checked="" type="checkbox"/>	OTHER – Lease agreement drafted by William Clague

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
1) Lease Agreement		Originals to Marilyn Coker, Historical Society and Robert Smith, Property Management	
COST:	n/a	SOURCE (ACCT # & NAME):	
COMMENTS:		AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	

**LEASE BETWEEN
MYAKKA CITY HISTORICAL SOCIETY, INC.
BY MANATEE COUNTY**

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33. ENTIRE AGREEMENT AND PROVISIONS BINDING

**LEASE BETWEEN
MYAKKA CITY HISTORICAL SOCIETY, INC.
AND
MANATEE COUNTY**

This Lease is made and entered into by and between MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and MYAKKA CITY HISTORICAL SOCIETY, INC. (hereinafter "LESSEE"), a not-for-profit corporation whose mailing address is Post Office Box 500, Myakka City, Florida 34251, as of February 1, 2010.

WHEREAS, County and LESSEE entered into a Lease on February 6, 1996 (as amended, the "Prior Lease"); and

WHEREAS, the Prior Lease was amended on May 14, 1996, February 29, 2000, October 1, 2002 and August 5, 2004; and

WHEREAS, the parties wish to replace the Prior Lease with this Lease; and

WHEREAS, the Prior Lease was entered into for the purpose of providing a historical park on the COUNTY'S park property, subject to the completion by LESSEE of certain improvements by December 30, 2005; and

WHEREAS, because of unforeseen cost overruns, LESSEE was unable to complete the necessary improvements, resulting in a termination of the Prior Lease on December 30, 2005, subject to the right of LESSEE to holdover in the Prior Lease at the discretion of the COUNTY, pursuant to which LESSEE has continued to occupy the property subject to the Prior Lease; and

WHEREAS, it is in the mutual best interests of the COUNTY and LESSEE to replace the Prior Lease with this Lease, to establish the terms of the relationship between the parties hereto with respect to the subject matter set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. **THE PROPERTY.** COUNTY hereby leases unto LESSEE and LESSEE hereby accepts from COUNTY certain unimproved real property located in the County of Manatee, State of Florida, as more specifically described on Exhibit "A" attached hereto (hereinafter the "PROPERTY") subject to the terms conditions and restrictions and limitations set forth herein.

LESSEE's interest in the PROPERTY is, and shall at all times during the period of this Lease, be limited to the use of the PROPERTY for the purposes set forth in Section 2 below and LESSEE has not and shall not be considered as having any right in or to the PROPERTY or any other interest of any kind or nature therein.

2. USE. LESSEE shall use the PROPERTY solely for the purpose of building, developing and operating a historical park and providing community programs in accordance with the program outlined in Exhibit "B" attached (hereinafter the "PROGRAM") and shall maintain recognition in the State of Florida and with the United States Department of Treasury and Internal Revenue Service as a Tax Exempt Organization throughout the term of this Lease.

3. TERM. This lease shall commence on February 1, 2010 and shall continue shall terminate on September 20, 2027 at 11:59 P.M. unless earlier terminated as provided herein.

4. RENT. LESSEE shall pay to COUNTY rent in the amount of Ten Dollars (\$10.00) per year to be paid upon execution of this Lease by LESSEE and on or before the same date in each succeeding year.

As additional rent, LESSEE shall pay, as and when due and payable, all taxes, assessments or other charges, that may be imposed by the State of Florida or any agency thereof, against the PROPERTY or any part thereof or with respect to this Lease and the operation and conduct of the Historical Park.

5. IMPROVEMENTS AND CONSTRUCTION OF FACILITIES. LESSEE accepted the PROPERTY as is pursuant to Prior Lease. LESSEE was granted the right to locate the old Myakka School House and improvements to the property and make certain other improvements approved by COUNTY (LESSEE's facilities), such rights to be reestablished and continued pursuant to this Lease. LESSEE hereby agrees to provide the additional improvements described in Exhibit "C".

6. PRIOR APPROVAL OF COUNTY. Except as authorized in Section 5, LESSEE shall not commence any construction of any additional facilities, buildings or other improvements on or to the PROPERTY until such time as written approval of and consent to the final plans and specifications therefore have been given by COUNTY. In the event LESSEE should wish to substantially amend or change the plans or specifications subsequent to its receipt of COUNTY's written approval, LESSEE shall obtain from COUNTY the written consent to and approval of such modification of or changes to previously submitted plans and specifications.

7. CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED. Prior to the commencement of any construction or work on the PROPERTY, COUNTY may require that LESSEE provide COUNTY with copies of all contracts for the construction or improvements. LESSEE may be required to furnish bonds covering the faithful performance of all such contracts and the satisfaction of all obligations arising thereunder, in such form and in such amounts as shall be approved by COUNTY with sureties as may be agreeable to COUNTY and the premium or premiums therefore shall be paid by LESSEE or LESSEE's contractor. LESSEE shall deliver or cause to be delivered the required bonds to COUNTY not later than the date on which construction shall begin. COUNTY shall issue a written notice of approval only after receipt of satisfactory bonds. The bonds shall specifically name the COUNTY as an additional beneficiary of the obligation or obligations secured thereunder. The Director, after consulting with the County Administrator, is authorized to waive the requirements of this section, if the Director is satisfied

that bonds are not otherwise required by law and LESSEE has made satisfactory arrangements to pay all costs and expenses that may be incurred.

8. COMPLIANCE WITH APPLICABLE LAWS. LESSEE hereby covenants and agrees that all plans and specifications proposed by it and the work and installations required thereby shall conform to all applicable laws, rules, regulations, codes and ordinances. Further, upon completion of any structures, buildings or other improvements or facilities, LESSEE shall cause COUNTY to be provided with a certificate to be executed by an authorized representative of LESSEE and the contractors for LESSEE certifying the following:

- a. The construction of the buildings, structures or other improvements to or on the PROPERTY have been completed in conformance with the plans and specifications therefore and with all applicable laws, codes and ordinances of governmental authorities and that an appropriate certificate of occupancy or any other certificate that may be required for the PROPERTY and for each structure or building thereon has been issued;
- b. All contractors, subcontractors, materialmen, suppliers, engineers, architects and other persons, whose names and addresses shall be stated, who have rendered or furnished services or materials have been paid in full; and
- c. That there is no outstanding indebtedness known to LESSEE to be due and payable for work, labor, services or materials in connection with the construction of or repair of any buildings, structures or other improvements on or modifications to the PROPERTY, which might be or become the basis of a vendor's, mechanic's, laborer's or materialman's statutory or other similar lien or claim.

9. ASSURANCES OF COUNTY. COUNTY covenants and agrees to cooperate with LESSEE in the efforts of LESSEE to obtain all approvals, building and other permits or licenses which are or shall be required in order to build, develop and use the PROPERTY in accordance with the terms and limitations of this Lease. In addition, COUNTY agrees to join with LESSEE to the extent necessary in applications for zoning and land use approvals and building permits, and the County Administrator of the COUNTY is authorized to sign documents required for approvals and permits on behalf of the COUNTY.

10. UTILITIES AND SERVICES. LESSEE shall pay for all utility services furnished to the PROPERTY. For the purpose hereof, "Utilities Services" shall include, without limitation, water, sewer, trash, electricity, telephone, gas, cable TV, security systems and the like. LESSEE shall contract for all Utilities Services in LESSEE's name and pay all deposits and use charges as they become due.

11. RIGHT OF ENTRY. COUNTY reserves the right and LESSEE shall permit COUNTY, its agents or employees, to have access to and enter the PROPERTY to inspect the PROPERTY to assure its proper care and maintenance and for any other purpose reasonably connected with COUNTY's ownership of the PROPERTY and COUNTY's interest in the

PROGRAM and to determine the necessity for LESSEE's performance of any work or replacement, restoration or repair of any building, structure, facility, installation or improvement on the PROPERTY as shall be required to maintain compliance with applicable codes and rules. COUNTY may enter the PROPERTY at any time the COUNTY reasonably believes an emergency exists upon the PROPERTY or in relation to the PROGRAM and shall, as soon as reasonably possible, notify LESSEE.

COUNTY shall have the right to enter upon the PROPERTY to inspect the PROPERTY during anytime of construction except as otherwise herein provided. COUNTY shall give LESSEE five (5) days notice before making an inspection as to the condition of the PROPERTY and the LESSEE's care, use and maintenance thereof and compliance with the terms and conditions of this Lease.

12. DELEGATION OF AUTHORITY. COUNTY hereby appoints and authorizes LESSEE to act as COUNTY's agent with limited authority to make application for all necessary zoning and land use approvals and building permits necessary to commence and complete the necessary installations, alterations and improvements to or upon the PROPERTY.

13. OWNERSHIP OF IMPROVEMENTS. Upon expiration or termination of this Lease, all rights, title and ownership of any improvements shall vest in COUNTY. Any personal property remaining on the PROPERTY after expiration or termination of this Lease shall be retained by COUNTY or, at COUNTY'S option, be removed and disposed of with the cost for such removal and disposition borne by LESSEE.

14. MECHANIC'S LIENS. In the event any claims for non-payment of the costs of any improvements to the PROPERTY are brought to the attention of the COUNTY or attempts are made to file mechanic's lien or other labor or material liens against the PROPERTY or any part thereof as a result of or in connection with LESSEE's causing to be constructed or installed any building, improvement or facility or work performed on the PROPERTY, LESSEE shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after LESSEE has received notice thereof from COUNTY or the claimant. In the event LESSEE fails to comply with this section, COUNTY may, at its option, obtain the discharge thereof, and LESSEE agrees to indemnify and hold harmless COUNTY from and against any and all costs or expenses in connection therewith and to reimburse COUNTY for such costs and expenses on demand, including any attorney fees.

15. MAINTENANCE OF PROPERTY. LESSEE shall keep every part and portion of the PROPERTY and each building, structure, and improvement thereon, in good repair and in a neat, orderly, clean, safe and healthful condition in compliance with all codes and laws. LESSEE will also observe and comply with all requirements, regulations and governmental directions with respect to the environmental protection of the PROPERTY.

16. RISK OF LOSS. COUNTY shall not be responsible for damage to or loss of any building, structure, facility, personal property, fixtures, furniture or equipment belonging to LESSEE, caused by or resulting from fire, flood or any other casualty. LESSEE shall obtain and be

solely responsible for keeping the PROPERTY and all buildings, improvements, facilities and structures and all personal property thereon insured against loss or damage by fire, flood or other casualty and name COUNTY as additionally insured on all such Certificates of Insurance issued during the term of this lease.

17. EFFECT OF PARTIAL OR TOTAL DESTRUCTION. If the PROPERTY or any building or structure thereon is damaged by fire, flood or other casualty, LESSEE, in its sole discretion, may undertake and complete the repair or restoration of the PROPERTY or any building or structure thereon at its sole expense, including use of all insurance proceeds. In the event LESSEE elects not to repair or reconstruct any buildings, structures, facilities or improvements on the PROPERTY necessary for carrying out the PROGRAM, within such reasonable time as may be designated by COUNTY, after any occurrence of loss or damage, COUNTY may, at COUNTY's option, terminate this lease and have a claim for any insurance proceeds and any costs associated with the repair and restoration of the PROPERTY.

18. COVENANTS OF LESSEE. As consideration for this Lease, LESSEE covenants and agrees to:

- a. Implement and continue to operate and maintain the PROGRAM substantially in accordance with Exhibit "B".
- b. Abide by LESSEE's charter and by-laws set forth in Exhibit "B". Additionally, LESSEE covenants and agrees that LESSEE shall not enter into or execute any contract, nor shall LESSEE use in its operation and conduct of the PROGRAM any contribution, gift or donation, inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the limitations, terms and conditions of this Lease.
- c. Maintain records, accounts, property records and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY, to assure proper use of the PROPERTY and be in compliance with the provisions of this Lease and make such books and records available to COUNTY for inspection and audit. By December 31, 2010 and at least every other year thereafter. LESSEE shall submit an audit or financial statement and letter from an Independent Certified Public Accountant which, as a minimum, will include: a review of LESSEE's books and records, including canceled checks, invoices and budgets. The audit or financial statement and letter shall not be more than two (2) years old. The submission of the documents required shall serve as LESSEE's certification and representation that the information contained therein is true and correct. COUNTY reserves the right to require audits instead of financial statements.
- d. The performance of this Lease shall be in compliance with all applicable laws, orders and codes of Federal, State and local governments and the Americans with Disabilities Act. LESSEE covenants and agrees that no

person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs, be excluded from participation in or denied the benefits of employment by LESSEE, or be subjected to discrimination under any program or activity on the PROPERTY.

- e. LESSEE shall submit to COUNTY by December 31 of each year a list of LESSEE's Board of Directors. LESSEE agrees that paid staff shall not be a voting or elected member of the LESSEE's Board of Directors.
- f. LESSEE shall not sublet or assign its rights under this Lease.

19. TERMINATION. LESSEE's rights under this Lease shall terminate:

- a. Upon LESSEE's failure to complete construction of such buildings, structures, improvements and facilities as described in Exhibit "C" and commence operation and conduct of the PROGRAM on or before January 31, 2015.
- b. As of the date established in written notice to COUNTY of LESSEE's election to terminate this Lease.
- c. At any time after five (5) years from the date this Lease is signed by COUNTY and COUNTY has provided written notice of termination upon a determination by COUNTY, in its sole discretion, that the PROPERTY is necessary for other COUNTY purposes. COUNTY covenants to budget and appropriate out of available uncommitted revenues a sum sufficient to pay its obligation as provided in this Section provided, however, that this obligation shall not be considered a pledge of ad valorem revenues. The compensation due LESSEE shall be determined in accordance with Section 27 hereof. Upon surrender of the PROPERTY, LESSEE shall bring the PROPERTY into compliance with the provisions of Section 24. Should LESSEE show cause why LESSEE is unable to relocate LESSEE's facilities by the termination date, the COUNTY agrees to grant a reasonable extension of time.
- d. Immediately upon the occurrence of any event of default by LESSEE, COUNTY shall not be required or responsible for reimbursing LESSEE for any costs of or value associated with the facilities and improvements constructed or installed upon the PROPERTY, subject to the requirements of section 20(c).

20. DEFAULT BY LESSEE. Each of the following events shall be deemed to be an "event of default" by LESSEE under this Lease:

- a. LESSEE's failure to comply with any term, provision, agreement or covenant of this Lease on its part to be complied with, performed or observed, if such failure shall continue for more than thirty (30) days after written notice thereof to LESSEE, or if such failure cannot reasonably be cured within said thirty (30) days and LESSEE shall not have commenced to cure such failure within such thirty (30) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.
- b. LESSEE's failure to fulfill the PROGRAM within the time provided herein or at any time during the term or this Lease. As used herein, the term "fulfill" means LESSEE's constructing, installing, using, operating and maintaining the facilities installations and improvements in, to and on the PROPERTY as provided in Section 19(a) and to thereafter operate and use the facility in accordance with the PROGRAM.
- c. LESSEE shall do, or permit to be done, anything which creates a lien upon the PROPERTY and such lien is not discharged or, within thirty (30) days after LESSEE received written notice of such lien being imposed against the PROPERTY, addressed by LESSEE substantially in a manner provided in Section 20(a) hereof.
- d. If a petition in bankruptcy shall be filed by or against the LESSEE (unless the petition is vacated or dismissed within sixty [60] days of said filing), or the LESSEE shall be declared bankrupt or insolvent, or a receiver or trustee shall be appointed to take charge of LESSEE's affairs or property or LESSEE shall make an assignment for the benefit of creditors.
- e. In the event an attachment at law against the goods, property or chattels of the LESSEE is issued and any such levy is not vacated or dissolved or the attached property restored to the LESSEE by the giving or posting of a bond with surety within twenty (20) days after any such attachment.
- f. LESSEE shall, at any time during the term of this Lease, fail to comply with, observe and meet the terms and conditions required under any state or federal law, rule or regulation to maintain a not-for-profit tax exempt status or causes or permits any use or activity on the PROPERTY that serves as the basis for the imposition of ad valorem or intangible personal property taxes or would serve as the basis for the imposition of ad valorem taxes if COUNTY were not otherwise exempt or immune from such taxes.

21. COUNTY'S REMEDIES. Upon the occurrence of any event of default, COUNTY shall have the right, at COUNTY's election, to pursue, in addition to and cumulative of any other rights COUNTY may have, at law or in equity, any one or more of the following remedies:

- a. COUNTY may cancel and terminate this Lease and discontinue or terminate or cause to be discontinued or terminated LESSEE's use of the PROPERTY and any building, structure, improvement or facility thereon;
- b. COUNTY may enter the PROPERTY and do or cause to be done whatever LESSEE is obligated to do under the terms of this Lease and LESSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in effectuating compliance with or performance of LESSEE's obligations under this Lease, and COUNTY shall not be liable for damages resulting to LESSEE from such action; and/or
- c. COUNTY may grant a Lease to any entity to use the PROPERTY and the facilities thereon for the purpose herein provided or use the PROPERTY and such facilities for such purposes as COUNTY deems to be in the COUNTY's best interest or may demolish and remove any buildings, structures or improvements placed upon the PROPERTY by LESSEE and restore the PROPERTY to the condition existing prior to granting this Lease and LESSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in so restoring the PROPERTY.

22. EMINENT DOMAIN. If any portion of the PROPERTY shall be appropriated, condemned, taken or otherwise acquired by any public or quasi public authority under the power of eminent domain, condemnation or other proceedings, this Lease shall terminate as to such portion of the PROPERTY so taken on the date legal title shall vest in the appropriator or condemner. All compensation awarded or paid from such a total or partial taking shall belong to and be the property of COUNTY without participation by LESSEE and without any deduction there from for any present or future intent or right of LESSEE in and to the use of the PROPERTY. Any such appropriation or condemnation procedure shall not operate as or be deemed an impediment, curtailment or interference with LESSEE's use of the PROPERTY under this Lease, provided that LESSEE, notwithstanding such appropriation shall be able to operate and conduct the PROGRAM on a reduced scale. Nothing herein shall prevent LESSEE from asserting its claim as to the loss of the value of any buildings, structures, facilities or improvements on the PROPERTY constructed thereon by LESSEE.

23. LESSEE'S ACCESS TO AND USE OF THE PROPERTY. COUNTY agrees that if LESSEE shall perform all of the covenants and agreements herein stipulated to be performed on LESSEE's part. LESSEE shall, at all times during the term of this Lease, be entitled to the use of the PROPERTY as herein provided, without any interference or hindrance from COUNTY or any persons, and LESSEE shall have access to the PROPERTY at all times during the day and night.

24. SURRENDER OF THE PROPERTY. LESSEE agrees to deliver up, cease and surrender to COUNTY the PROPERTY upon the expiration or earlier termination of this Lease in a condition as close as reasonably possible to the condition existing at the time of entering into this Lease. Any buildings, structures and improvements remaining thereon shall be removed and

relocated or demolished by LESSEE unless COUNTY agrees to accept any specific building, structure or improvement.

25. HOLDING OVER. If LESSEE shall continue to use or remain on the PROPERTY or any part thereof after the expiration of the term or after earlier termination of this Lease as provided herein, then LESSEE shall be deemed liable for all damages for or resulting from such use of the PROPERTY or any part thereof. COUNTY shall have the right to invoke, take or institute any and all steps or actions as may evidence termination of LESSEE's use of the PROPERTY as granted by virtue of this Lease and COUNTY shall have the right to take any and all steps or actions to remove LESSEE and any of LESSEE's employees from the PROPERTY.

26. ATTORNEY FEES. Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

27. LESSEE COMPENSATION ON EARLY TERMINATION AND COUNTY'S OBLIGATION UPON TERMINATION. For the purpose of determining the compensation due to LESSEE at the time of the termination of this Lease as provided under Section 19(c), the actual costs, including the value of donated goods and services furnished to LESSEE (excluding contributions from COUNTY) for capital improvements, but not exceeding the amount approved in writing by the Board of County Commissioners shall be divided by the thirty (30) year term. The quotient times the number of years or a portion of a year remaining in the initial thirty (30) year term as of the date of termination shall be payable by COUNTY to LESSEE within twenty (20) days after completion of the work and the presentation or paid invoices, canceled checks and certification by LESSEE that the work covered by the requested payment was for the removal and relocation of LESSEE's facilities and the work has been completed. In the event of early termination, COUNTY hereby consents and agrees to comply with the restrictions and limitations provided in attached Exhibit "D".

28. INDEMNIFICATION. LESSEE shall indemnify, keep and save harmless the COUNTY, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, parent claims, liabilities, judgments, costs and expenses which may accrue or be asserted against the COUNTY arising out of any activities on the PROPERTY and LESSEE's performance of, or its failure to perform the PROGRAM referenced in this Lease, or the use of the PROPERTY whether or not contemplated under the terms of this Lease, whether or not it shall be alleged or determined that the act was caused through negligence or omission of LESSEE or its employees, or of the subcontractors or its employees, if any, or the agents of LESSEE. LESSEE shall pay all charges of attorneys and all costs and other expenses incurred in connection with, and if any judgment shall be rendered against COUNTY in any such action the LESSEE shall, at its own expense, satisfy and discharge the same. LESSEE expressly understands and agrees that any performance bond or insurance protection required by this Lease or otherwise provided by or on behalf of LESSEE shall in no way limit LESSEE's responsibility to indemnify, keep and save harmless and defend the COUNTY as provided herein.

LESSEE's agreement and obligation to indemnify, keep and save harmless the COUNTY, its agents, officials and employees against all claims, suits, liabilities, judgments, costs and expenses shall also extend to, cover and relate to any claim, suit or action arising from or predicated upon COUNTY's ownership of the PROPERTY. LESSEE's obligation and agreement to indemnify, save and hold harmless the COUNTY and those operating under its explicit direction does not include any intentional act of the COUNTY or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall continue until such time as any and all claims arising out of LESSEE's performance or failure to perform under the terms of this Lease and use of the PROPERTY have been finally settled, regardless of when any such claims may be made.

In the event that any action, suit or proceeding is brought against the COUNTY upon any liability arising out of this Lease, COUNTY at once shall give notice thereof in writing to LESSEE by certified mail addressed to LESSEE at the address contained herein. Upon receipt of notice, LESSEE, at its own expense, may defend against such action and take all steps as may be necessary or proper to prevent a judgment against the COUNTY. Nothing in or under this Lease shall be deemed to affect the COUNTY's right to provide its own defense and recover from LESSEE attorney fees and expenses associated with such representation or be deemed or construed in anywise as a waiver or limitation of or upon the rights, privileges or immunity of the COUNTY as set forth in Section 768.28, Florida Statutes, or any successor provision addressing or related to COUNTY's sovereign immunity. The indemnity provided by LESSEE under this article shall not apply:

- a. To any settlement agreement entered into by COUNTY without the written consent of LESSEE; and
- b. To any claim or expense of attorney or other professional fees incurred because of COUNTY's retaining separate counsel, in addition to counsel provided by LESSEE, provided that COUNTY has approved counsel provided by LESSEE.

29. INSURANCE. LESSEE shall procure and maintain insurance in such amounts as may from time to time be required by COUNTY in order to secure the indemnification of COUNTY to be furnished herein. Requirements for insurance coverage may also be established in a manner consistent with policies adopted by the Board of County Commissioners applicable to similarly situated agencies in amounts deemed necessary to afford reasonable protection to the public.

Certificates of Insurance, naming Manatee County as an additional insured and evidencing the insurance coverage required by COUNTY's Risk manager shall be filed with the COUNTY before LESSEE shall enter upon or use the PROPERTY and at such times as may be reasonably required by COUNTY's Risk Manager. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this Lease. If the initial insurance expires prior to the expiration of this Lease, renewal certificates of insurance and required copies of

policies shall be furnished to COUNTY thirty (30) days prior to the respective dates of their expiration.

The parties acknowledge and agree that the insurance requirements of this Lease shall be based upon sound business principles and that LESSEE may elect to carry greater amounts of insurance. The naming of the COUNTY as an additional insured shall in no event be deemed or construed as a waiver of, or limitation of, the COUNTY's rights of sovereign immunity.

30. NOTICES AND REPRESENTATIVES. Every notice, demand, payment, request or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to LESSEE or COUNTY, signed by their recognized representative respectively and addressed as provided below until either party provides written notice of a different representative or different address. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested to the other party at the address given below or such different address pursuant to written notice provided above.

If to COUNTY: County Administrator
Manatee County
Post Office Box 1000
Bradenton, Florida 34206

Copy to: Manatee County
Attention: Director
Parks and Recreation Department
Post Office Box 1000
Bradenton, Florida 34206

If to LESSEE: Post Office Box 500
Myakka City, Florida 34251
ATTENTION: Marilyn R. Coker

COUNTY designates as its representative Director and, as used herein, the Director of the Department or such different representative as may be designated by the Manatee County Administrator. LESSEE's designated representative is Marilyn R. Coker.

31. NO IMPLIED WAIVER. The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or the relinquishment thereof for the future.

32. APPLICABLE LAW AND CONSTRUCTION. This Lease shall be governed and construed in accordance with the applicable laws of the state of Florida. The invalidity or unenforceability of any provision of this Lease shall not effect or impair any other provision. The

captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of such sections of this Lease.

33. ENTIRE AGREEMENT AND PROVISIONS BINDING. This Lease and any attached or incorporated items or Exhibits set forth all of the covenants, promises, agreements, conditions and understanding between the parties concerning this Lease, and there are no covenants, promises, agreements or understandings, either oral or written, between them other than as herein set forth. No subsequent alterations, amendments, changes or additions to this Lease shall be binding upon the parties unless reduced to writing and signed by them. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Each agreement, term and provision of this Lease to be performed by the parties shall be construed to be both a covenant and a condition. This provision does not construe consent to the assignment of this Lease by LESSEE, but as reference only to those instances in which COUNTY may have given written consent to a particular assignment; and LESSEE shall have no right to assign, transfer or encumber this Lease except as specifically provided for in this Lease.

By execution of this Lease, the COUNTY and LESSEE hereby agree to terminate the Prior Lease, such that the terms and conditions of the Prior Lease shall be of no further force and effect and all matters related to the use of the PROPERTY by LESSEE during the term of this Lease shall be governed solely by the terms and provisions hereof.

IN WITNESS WHEREOF, the COUNTY and LESSEE caused this Lease to be duly executed effective as of the date set forth above.

WITNESSES:

MYAKKA CITY HISTORICAL SOCIETY,
INC.

Catherine B. Shuss

Marilyn R. Coker

Lucretia Rupert

Date of Execution: Feb 22, 2010

ATTEST: R. B. SHORE

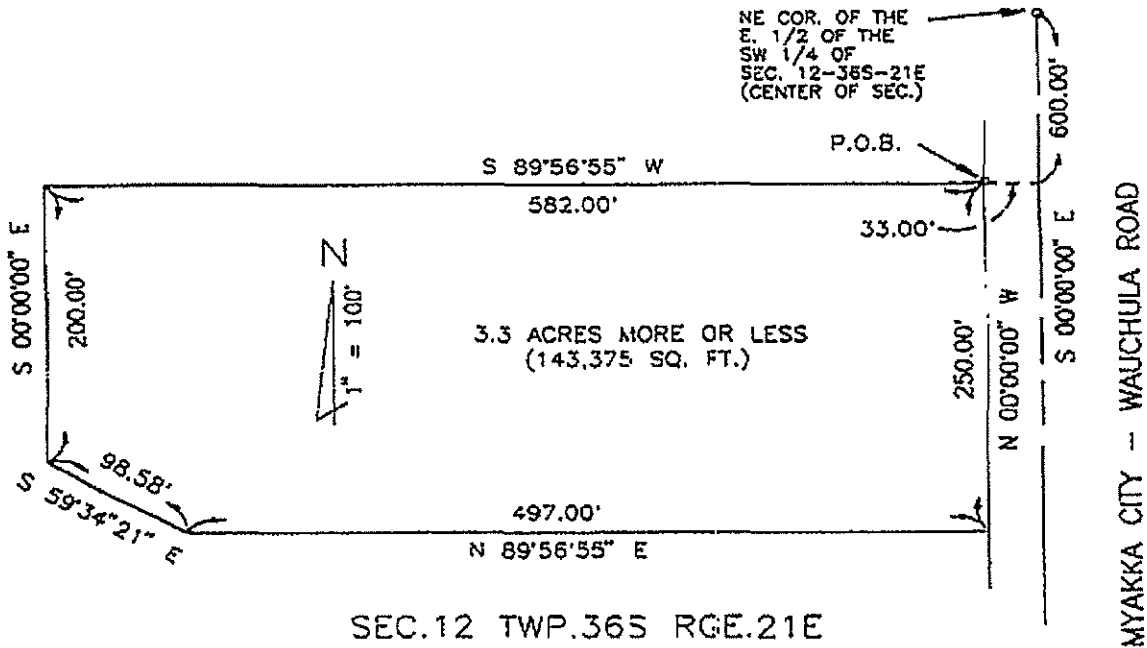
MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

Clerk of the Circuit Court

By: Chairman

DESCRIPTION SKETCH

THIS IS NOT A SURVEY



DESCRIPTION

COMMENCE AT THE CENTER OF SECTION 12, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA, BEING ALSO THE N.E. CORNER OF THE EAST 1/2 OF THE S.W. 1/4 OF SAID SECTION 12; THENCE S 00°00'00" E, ALONG THE EAST LINE OF SAID EAST 1/2 OF THE S.W. 1/4 OF SECTION 12, A DISTANCE OF 600.00 FEET; THENCE S 89°56'55" W, PARALLEL WITH THE NORTH LINE OF SAID EAST 1/2 OF THE S.W. 1/4 OF SECTION 12, A DISTANCE OF 33.00 FEET TO THE WESTERLY MAINTAINED RIGHT OF WAY OF THE MYAKKA - WAUCHULA ROAD, SAID POINT ALSO BEING THE S.E. CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN O.R. BOOK 1456 PG. 41, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE CONTINUE S 89°56'55" W, ALONG THE SOUTH LINE OF SAID PARCEL OF LAND, A DISTANCE OF 582.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 200.00 FEET; THENCE S 59°34'21" E, A DISTANCE OF 98.58 FEET; THENCE N 89°56'55" E, A DISTANCE OF 497.00 FEET TO SAID WESTERLY MAINTAINED RIGHT OF WAY OF THE MYAKKA - WAUCHULA ROAD; THENCE N 00°00'00" W, ALONG SAID MAINTAINED RIGHT OF WAY, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 12, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 3.3 ACRES MORE OR LESS.

NOTE: BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY OF MYAKKA - WAUCHULA ROAD, BEING S 00°00'00" E (ASSUMED).

I HERBY CERTIFY THAT THIS DESCRIPTION SKETCH MEETS THE APPLICABLE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY John G. Parker DATE: 1/23/96
 JOHN G. PARKER, P.L.S., PROFESSIONAL LAND SURVEYOR NO. 4502
 4422C 66TH STREET WEST, BRADENTON FLORIDA 34210
 (NOT VALID UNLESS EMBOSSED WITH SURVEYOR'S SEAL)

MANATEE COUNTY PUBLIC WORKS DEPARTMENT

EXHIBIT "B"

LESSEE'S PROGRAM

LESSEE shall use the PROPERTY primarily for the purpose of building, developing, operating, and maintaining a historical park and museum, subject to the conditions and limitations in the Lease. LESSEE shall also be authorized to use the PROPERTY for the provision of charitable, educational, scientific, recreational and literary programs serving the community interest and welfare in accordance with the following limitations and restrictions:

1. By _____ of each year, beginning _____ 1, _____. LESSEE shall submit to the COUNTY a program showing generally contemplated activities for the COUNTY fiscal year (beginning October 1 and ending on September 30) and a report in such detail and with such specificity as the COUNTY may reasonably require, detailing the operations, uses and activities for the preceding year, including those activities planned for the month of September.

2. LESSEE shall include in its annual report, a record of fees and charges imposed by LESSEE for the use of its facilities during the prior year and such other fiscal and financial information as COUNTY may reasonably require to review and determine the appropriateness of activities and uses on the PROPERTY.

3. In acknowledgment of the fact that the Lease is a Lease of public property in accordance with section 125.38, Florida Statutes, and that the PROPERTY may only be used to serve and promote the community interest and welfare, the Board of County Commissioners shall retain the authority to review the activities and uses from the prior year as well as the contemplated uses. LESSEE shall not be held in default or violation of the provisions of the Lease pertaining to LESSEE'S PROGRAM unless the Board of County Commissioners has in writing advised LESSEE that in the Board's determination, based upon reasonable discretion, the activities and uses of a specific nature do not serve or promote the community interest and welfare and should be discontinued.

4. It is contemplated that consideration and determinations by the Board of County Commissioners with regard to the activities or uses of the PROPERTY shall be made at the time of reviewing the annual report; provided, however, nothing herein shall limit the Board of County Commissioners in furnishing such a determination when the Board becomes aware of inappropriate uses and activities.

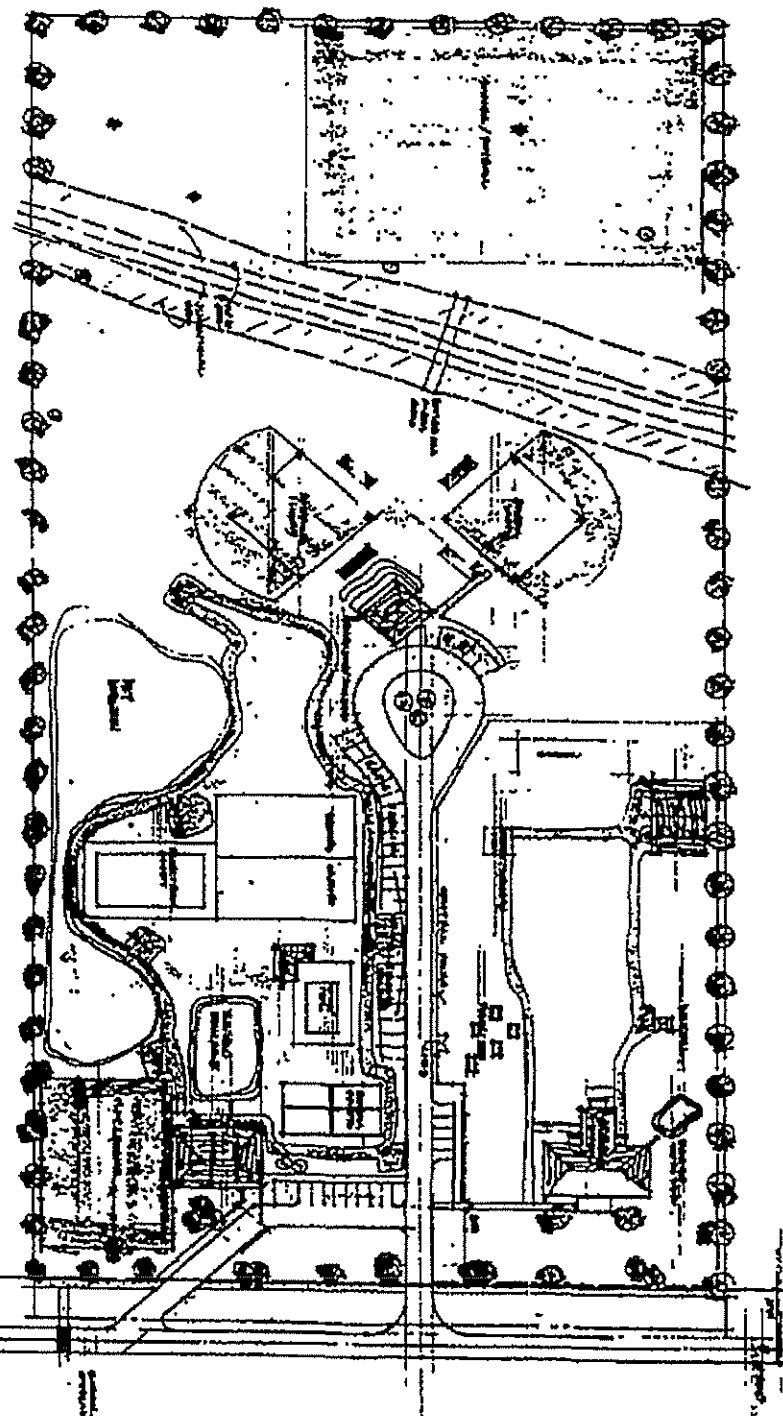
5. Any use that is determined to be in violation of the provisions of Florida law that provide for exemption from ad valorem taxes, tangible personal property taxes, or that this Lease is subject to sales taxes shall be considered in violation of the requirements imposed upon LESSEE in the operation of its PROGRAM.

6. Specifically, LESSEE agrees to provide programming for a minimum of ___ days a week for hours a day in accordance with the following programs offered by the Myakka City Community Center, Inc., generally described as:

- a. A morning and after school program for Manatee County youths ages four (4) through sixteen (16) including arts and crafts, recreational play, drug prevention classes, homework assistance and self-esteem activities.

- b. A tutoring program for Manatee County youths ages five (5) through thirteen (13) with focus on youths with low FCAT scores.
- c. A drug awareness program for Manatee County youths.
- d. A teen club program including positive role models, opportunities to socialize, implement and coordinate volunteer activities and for learning leadership skills in planning and implementing events and activities.

7. The granting of the right to use the PROPERTY or facilities to community groups pursuant to a fee schedule or license agreement for the activities of such community organizations serving the public interest and welfare shall not be considered a sublet or subleasing of the facility in violation of the terms of this Lease.



CONCEPT PLAN

1990

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BOCC: February 23, 2010
Item # 37
Local Mitigation Strategy

**Revised Agenda Memo updating the motion to add the
Resolution number attached.**

MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

SUBJECT	Local Mitigation Strategy	TYPE AGENDA ITEM	Presentation upon request
DATE REQUESTED	February 23, 2010	DATE SUBMITTED/REVISED	February 4, 2010
BRIEFINGS? Who?	None	CONSEQUENCES IF DEFERRED	Potential loss of grant opportunities.
DEPARTMENT/DIVISION	Planning Department Comprehensive Planning	AUTHORIZED BY TITLE	John Osborne, AICP Planning Director
CONTACT PERSON TELEPHONE/EXTENSION	Kathleen Thompson, AICP Ext. 6841	PRESENTER/TITLE TELEPHONE/EXTENSION	Kathleen Thompson, AICP Planning Manager Ext. 6841
ADMINISTRATIVE APPROVAL			

ACTION DESIRED
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Motion to adopt Resolution 10-037 adopting the 2009 Manatee County Local Mitigation Strategy (LMS).

ENABLING/REGULATING AUTHORITY
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

Manatee County Comprehensive Plan - Objective 4.4.2 and Policy 4.4.2.1 through 4.4.2.8

BACKGROUND/DISCUSSION

The LMS is a multi-jurisdictional plan which identifies hazards, vulnerable areas, and possible actions to mitigate the impacts of those risks to the citizens of Manatee County.

Manatee County and each of its municipalities must have an effective plan to qualify for pre-disaster and post-disaster funding from the federal government.

In 1999, all of the cities along with Manatee County adopted the first LMS with an update in 2004 and is now in the second 5 year update.

Per 44 CFR §201.6(d)(3) "A local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval within five (5) years in order to continue to be eligible for mitigation project grant funding."

The major updates at this time include the following:

- Risk Analysis (Appendix D) - Inclusion of the 2007 MEMPHIS Study (Mapping for Emergency Management, Parallel Hazard Information System)
- Section VIII LMS Mitigation Initiatives Updated by each jurisdiction
- Section VII LMS Goals and Objective Updated and streamlined the Goals and Objectives
- Appendix C Repetitive Loss Properties Updated by each jurisdiction

RESOLUTION R - 10 - 037

A RESOLUTION ADOPTING THE MANATEE COUNTY
LOCAL MITIGATION STRATEGY (LMS).

WHEREAS, Manatee County is located in an area that is vulnerable to natural and man-made disaster;

WHEREAS, Manatee County supports efforts to make our community more disaster-resistant, thereby reducing the costs of disaster, preventing or mitigating their impact to our residents and reducing time needed for recovery;

WHEREAS, the Local Mitigation Strategy represents a unified county-wide strategy toward a more disaster-resistant community;

WHEREAS, the Local Mitigation Strategy is scheduled for adoption every five (5) years hereafter, per stipulations set forth in the Disaster Mitigation Act of 2000 (DMA2K) by the Federal Emergency Management Agency (FEMA); and

WHEREAS, the Local Mitigation Strategy provides the consistent framework for future pre-disaster mitigation efforts and post-disaster redevelopment, regardless of the type of future threat faced by our community.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that this Commission adopts the Manatee County Local Mitigation Strategy developed by the LMS Working Group. This resolution shall become effective immediately upon adoption.

ADOPTED with a quorum present and voting this ____ day of _____, 2010

BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: _____
Donna Hayes, Chairperson

ATTEST: R. B. Shore
Clerk of the Circuit Court



Office of
**MANATEE COUNTY
ATTORNEY**

Tedd N. Williams, Jr., County Attorney

James A. Minix, Chief Deputy County Attorney
Maureen S. Sikora, Deputy County Attorney*
Robert M. Eschenfelder, Deputy County Attorney
Rodney C. Wade, Deputy County Attorney*
William E. Clague, Deputy County Attorney
James R. Cooney, Deputy County Attorney
Sarah A. Schenk, Deputy County Attorney*

M E M O R A N D U M

DATE: February 19, 2010

TO: John Osborne, Director, Planning Department

THRU: Tedd N. Williams, Jr., County Attorney *2/19/10*

FROM: Sarah A. Schenk, Deputy County Attorney *2.19.2010*

RE: *Proposed Ordinance No. 10-26 (fka Ordinance 09-60) - Amendment to LDC
Personal Wireless Service Facilities; RLS-09-415; CAO File No 1110-215*

Background:

On February 17, 2010, I transmitted to you the February 16, 2010 draft of proposed Ordinance No. 10-26 with the agenda cover memo. Subsequently, I received additional input which is legally required to be included in the proposed ordinance. The proposed ordinance has been scheduled for a second public hearing for adoption before the Board of County Commissioners on February 23, 2010.

Brief Discussion:

Enclosed please find a revised public hearing draft copy of proposed Ordinance No. 10-26 to be substituted for the earlier draft in the agenda packet for the February 23 BOCC public hearing. Planning staff needs to insert the revised Figure 7-A and applicable Staff Report in the agenda materials. Only those changes made since the first public hearing are indicated by underline and ~~strikeout~~ in the attached ordinance.

SAS:mz

Enclosure

cc: Ed Hunzeker, County Administrator
Marianna Lopata, Admin. Agenda Coordinator, County Administration
Doug Means, Planning Division Manager, Planning Department
Sharon Tarman, Planner, Planning Department
Bobbi Roy, Project Coordinator, Planning Department
Robert M. Eschenfelder, Deputy County Attorney
William E. Clague, Deputy County Attorney

* Board Certified City, County & Local Government Law

MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT	Proposed Ordinance No. 10-26 - Amendment to LDC - Personal Wireless Service Facilities	TYPE AGENDA ITEM	Advertised Public Hearing - Presentations Scheduled
DATE REQUESTED	February 23, 2010	DATE SUBMITTED/REVISED	February 19, 2010
BRIEFINGS? Who?	Yes	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Planning Department	AUTHORIZED BY TITLE	John Osborne, Planning Director
CONTACT PERSON TELEPHONE/EXTENSION	Sharon Tarman x6863 Sarah A. Schenk, x3750	PRESENTER/TITLE TELEPHONE/EXTENSION	Sharon Tarman, Planner x6863 Sarah A. Schenk, Deputy County Attorney x3750
ADMINISTRATIVE APPROVAL			

ACTION DESIRED

INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

I move to adopt Ordinance No. 10-26 as per the recommended motion in the Staff Report attached to this memo.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

The Manatee County Comprehensive Plan, Manatee County Land Development Code.

BACKGROUND/DISCUSSION

- The first public hearing on proposed Ordinance No. 10-26 was held on January 7, 2010.
- The Board of County Commissioners, on September 22, 2009, directed preparation of an amendment to the LDC to provide for siting preferences for telecommunication facilities to focus locational preferences away from residential zone districts for telecommunication towers.
- Additionally, in 2005, the Florida Statutes were amended to set forth additional regulations. The LDC needs to be amended to remain consistent with Section 365.172, F.S.
- The Planning Commission unanimously recommended approval on December 10, 2009.
- The revisions made after the first public hearing to the text of the ordinance are indicated by underlining additional language and ~~striking through~~ deleted language.
- A revised Figure 7-A containing the siting preferences for the various zone districts is attached at the end of the ordinance. A matrix containing revisions to the ordinance made after the first public hearing on January 7, 2010 is in summary form attached to the ordinance.

COUNTY ATTORNEY REVIEW	
Check appropriate box	
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials:)
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)
<input type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input checked="" type="checkbox"/>	OTHER - CAO drafted proposed ordinance.

ATTACHMENTS: (List in order as attached)		INSTRUCTIONS TO BOARD RECORDS:	
Staff Report for Proposed Ordinance No. 10-26. Copy of Proposed Ordinance No. 10-26.		Please forward a copy of the executed document to Bobbi Roy/Planning Department.	
COST:	N/A	SOURCE (ACCT # & NAME):	N/A
COMMENTS:		AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	

**ORDINANCE NO. 10-26
 REVISIONS TO ORDINANCE MADE AFTER
 FIRST PUBLIC HEARING ON JANUARY 7, 2010**

Section Revised	Summary of Revision
<p>Sec. 201 - Definitions:</p> <p>New definition added for Carrier or Cellular on Wheels (COW)</p> <p>Non-Preferred Zone Districts</p> <p>Professional Engineer defined</p> <p>Temporary Wireless Telecommunication Facility</p>	<p>Definition added to allow consideration of the issuance of a temporary use permit for the temporary erection of a COW in the event of an emergency or on a temporary basis.</p> <p>Definition clarified to refer to these zone districts where new telecommunication towers are discouraged to be located.</p> <p>Definition clarified to require duly licensed engineer under applicable Florida Statutes.</p> <p>Temporary facility designed for use while a permanent wireless facility is under construction or reconstruction, during a large-scale special event or conference or during a declared emergency by the County.</p>
<p>Exhibit B - Sec. 704 - Conditional Use Criteria:</p> <p>Sec. 704.59, Purpose and Intent</p> <p>New subparagraph (4), (5) to detail the view protection corridors and environmental sensitive areas in the purpose section.</p>	<p>Specific reference added to protect the unique natural features of the County due in part from the County's location abutting both sides of Manatee River and containing bays, Historic Protection Overlay Districts, Historic Vista Protection Areas and Scenic Water View Protection Areas. Also recognizes preservation of passive recreation or environmentally sensitive areas within County parks, as recognized and identified in the Future Land Use Element Comprehensive Plan; designated wildlife corridors and other environmentally sensitive areas.</p>

<p>Sec. 704.59.1, Applicability:</p> <p>Clarification regarding amateur radio facilities</p>	<p>Clarifies that the installation of an amateur radio facility is owned and operated by a federally licensed amateur radio station operator is a permitted accessory use under Section 703.2, LDC. (Note: This is only a clarification and no change from existing code.)</p>
<p>Sec. 704.59.2, Approval Types</p> <p>New B. Telecommunication Towers and Planned Development Zoning Districts.</p> <p>New C. Development of Regional Impact (DRI).</p> <p>New D. Conditional Use Criteria.</p>	<p>New Subparagraphs B, C and D explain the use chart regarding the approval process for telecommunication towers in Planned Development Zoning Districts, DRIs and what stage in the review process Conditional Use Criteria are evaluated.</p>
<p>The School Board requested several changes which the Planning Director found consistent with the intent of the ordinance as follows:</p> <p>Sec. 704.59.3.3.3, Separation Between Telecommunications Towers (by Tower Type) and</p> <p>Sec. 704.59.3.10.2:</p> <p>School Board request - Construction Standards</p>	<p>The requirements for separation between towers shall not apply to or be measured from towers erected by the School Board in addition to local government, state or federal agencies.</p> <p>Clarifies that the falldown radius does not prohibit the location of non-residentially used buildings within a falldown radius.</p>
<p>Sec. 704.59.2 - Applicability:</p> <p>Adds description of the process showing graphically in the matrix in Figure 7-A.</p>	<p>Clarifies the process for locating each telecommunication tower under various development scenarios.</p>
<p>Sec. 704.59.3.2 - Collocation of PWSF - Processing Time</p>	<p>(A) Amended to refer to the normal timeframe for a similar building permit review but in no case later than 45 business days from date the application is deemed complete as required by Florida Statutes.</p> <p>(B) Additional text added to clarify collocation when height of tower is increased consistent with Florida Statutes.</p>

Sec. 704.59.3.8.3 - Antennas	Clarifies the County reserves the right to request certain information from the FCC regarding radio frequency electromagnetic fields.
Sec. 704.59.3.8.4 - Antennas - Collocation	Limitation is deleted regarding 50% of roof surface of building consistent with requirements for collocation in Florida Statutes.
Sec. 704.59.3.9 - Temporary Wireless Telecommunication Facilities	Permits issuance of a temporary use permit for large-scale special events, during the construction or reconstruction of permanent facilities and within a time frame for a declared state of emergency by the County. Specifies performance standards.
Sec. 704.59.3.10 - Construction Standards	Allows for the possibility of antennas to be mounted on power lines.
Sec. 704.59.3.11 - Application Processing - Timing	1(A) For new PWSFs (not collocated PWSFs) clarification of 90 business day timeframe to refer to normal timeframe for a similar type of permit review but in no case later than 90 business days from date application deemed complete, consistent with Florida Statutes. Similar change to 1(B) for Completeness Review.
Sec. 704.59.3.13.12 - Siting Preferences	1(A) requires applicants to examine availability of property used for governmental operations (excludes property used for active or passive recreational or environmental preservation). (2) requires applicants to examine availability of property in Preferred Zone Districts.

ORDINANCE NO. 10-26

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING LAND DEVELOPMENT; PROVIDING FINDINGS; AMENDING CHAPTER 7 OF THE LAND DEVELOPMENT CODE, DEVELOPMENT STANDARDS OF GENERAL APPLICABILITY; AMENDING SECTION 704.59 AND RENAMING IT PERSONAL WIRELESS SERVICE FACILITIES (PWSF); AMENDING DEFINITIONS; AMENDING DEVELOPMENT STANDARDS AND ESTABLISHING SITING PREFERENCES; PROVIDING FOR CONSISTENCY WITH THE FLORIDA STATUTES; AMENDING FIGURE 6.1 COMMUNITY SERVICE USES , TO CLARIFY THE DEVELOPMENT PROCESS REQUIRED FOR PERSONAL WIRELESS SERVICE FACILITIES (PWSF); AMENDING OTHER PROVISIONS AS NECESSARY FOR INTERNAL CONSISTENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Board of County Commissioners of Manatee County, Florida:

Section 1. Purpose and Intent. This Ordinance is enacted to carry out the purpose and intent of and exercise the authority set out in the Local Government Comprehensive Planning and Land Development Regulation Act, Part II of Chapter 163, Florida Statutes, and Chapter 125, Florida Statutes, as amended.

Section 2. Findings. The Board of County Commissioners relies upon the following findings in the adoption of this Ordinance:

1. Chapter 7 of the Manatee County Land Development Code (the "Code") sets forth the procedures for consideration of various applications for development approval and permitting, including Personal Wireless Service Facilities (PWSF) Communication Services (f/k/a telecommunication facilities).

2. It is in the interest of the public health, safety and welfare to adopt the amendments to Chapter 7 of the Code, in order to establish a process for review and consideration of Personal Wireless Service Facilities (PWSF) consistent with recent amendments to Section 365.172, *Florida Statutes*.

3. It is the intent of the Board of County Commissioners to locate Personal Wireless Service Facilities (PWSF) to minimize adverse visual impacts and the effects

of telecommunication towers through the utilization of careful design, landscaping, screening, innovative camouflage techniques and siting preference standards.

4. The Manatee County Planning Commission, held a duly noticed public hearing, reviewed the amendments set forth in this Ordinance, found them to be consistent with the Comprehensive Plan, and recommended their adoption by the Board, on December 10, 2009.

5. The Board of County Commissioners held two duly noticed public hearings on January 7, 2010 and February 23, 2010 to consider adoption of the proposed ordinance and received public comments thereon.

Section 3. Amendment of Chapter 2, Definitions and Rules of Construction, Land Development Code. Chapter 2 of the Code is hereby amended in Section 201, Definitions, to either repeal or amend various definitions regarding Personal Wireless Service Facilities (PWSF), a copy attached hereto labeled Exhibit "A" to this ordinance and made a part hereof by reference.

Section 4. Amendment of Chapter 7, Development Standards of General Applicability. Chapter 7 of the Code is hereby amended in Section 704.59, Telecommunication Facilities; to repeal certain provisions and to amend other sections in their entirety all regarding the regulation of Personal Wireless Service Facilities (PWSF). Said new regulations shall be contained in an amended Section 704.59, a copy of which is attached hereto labeled Exhibit "B" to this ordinance and made a part hereof by reference.

Section 5. Chapter 6, Zoning Districts. Figure 6-1, Community Service Uses is hereby amended to delete all references to antenna, camouflaged tower, maximum 150' in height, guyed tower, lattice tower, 400' maximum height, maximum 150' in PDR, monopole telecommunication tower with 3 or more providers, 200' maximum height, monopole tower greater than 150', 200' maximum height, monopole tower less than 150', radio, TV, communications, microwave facilities. The above described community service uses are addressed in Figure 7-A adopted by this ordinance into Section 704.59, LDC, (with the exception of antenna). ~~Antennas remain referenced in Section 703.2.1, LDC.~~ Except as expressly amended hereby, Figure 6-1, Community Service Uses shall remain in effect and as amended a copy of Figure 6-1 is attached hereto as Exhibit C and made a part hereof by reference.

~~Section 6. Chapter 6, Zoning Districts.~~ Chapter 6 of the Code is hereby amended in Section 603.6, ~~Changes in Approved General Development Plans~~ to amend Section 603.6.2.1 regarding the changes to approved general development plans. ~~Said amended section shall provide as follows:~~

~~"603.6. Changes in Approved General Development Plans.~~

* * *

Section 67. Codification. The publisher of the County's Land Development Code, the Municipal Code Corporation, is directed to incorporate the amendments in Sections 3, 4, and 5 ~~and 6~~ of this Ordinance into the Land Development Code.

Section 78. Applicability. The amendments set forth in this Ordinance shall apply to all applications for approvals of Personal Wireless Service Facilities filed with the County after the effective date hereof. Applications for approvals for Personal Wireless Service Facilities filed with the County and deemed complete by the County prior to the effective date of this Ordinance shall not be subject to the regulations contained in this Ordinance.

Section 89. Severability. If any section, sentence, clause, or other provision of this Ordinance shall be held to be 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 Ordinance.

Section 910. Effective Date. This Ordinance shall become effective as provided by law.

PASSED AND DULY ADOPTED, with a quorum present and voting, by the Board of County Commissioners of Manatee County, Florida, this _____ day of 2010.

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

By: _____
Donna G. Hayes, Chairman

ATTEST: R.B. SHORE
Clerk of the Circuit Court

By: _____
Deputy Clerk

ORDINANCE NO. 10-26
EXHIBIT "A"
PERSONAL WIRELESS SERVICE FACILITIES (PWSF)
AMENDED DEFINITIONS

"Sec. 201. *Definitions and Rules of Construction* is hereby amended to set forth definitions unique to Personal Wireless Service Facilities (PWSF) Communication Services as regulated in Section 704.59 of this Code. Additions to text are indicated by underlining, deletions by ~~strikeout~~.

Alternative Support Structure shall mean clock towers, steeples, light poles, buildings, or similar structures that may support telecommunication facilities.

Antenna shall mean any exterior apparatus designed for telecommunication and any other electronic communicating devices or services through the sending or receiving of electromagnetic waves. This term includes satellite dish antennas, utility pole mounted antennas, and antenna arrays.

Building Permit Review (BPR) is a review for compliance with building construction standards adopted by the County under Chapter 533, Florida Statutes, and does not include a review for compliance with Land Development Regulations.

Camouflaged Tower shall mean any telecommunication tower that due to design or appearance hides, obscures, or conceals the presence of the tower and antennas. Towers which have been painted shall not be considered "camouflaged."

Carrier or Cellular on Wheels (COW): A portable PWSF that can be moved to a location and set up to provide wireless communication service on a temporary or emergency basis. A COW is ordinarily mounted on or towed by a vehicle or trailer and often contains a telescoping boom as the antenna support structure.

~~*Cellular* means a mobile wireless communication service operating in a spectrum approved by the FCC for such uses.~~

Collocation means the placement of a second or subsequent wireless antenna on an existing telecommunication tower or existing structure. The term includes the ground, platform or roof installation of equipment enclosures, cabinets or buildings, and cables, brackets, and other equipment associated with the location and operation of the antennae.

[NOTE: ONLY THOSE REVISIONS MADE AFTER THE FIRST PUBLIC HEARING TO THE TEXT HELD ON JANUARY 7, 2010 ARE INDICATED BY UNDERLINING ADDITIONAL LANGUAGE AND ~~STRIKING~~ THROUGH DELETED LANGUAGE.]

Existing Structure means a structure that exists at the time an application for permission to place antennae on a structure is filed with the County. The term includes any structure that can structurally support the attachment of antennae in compliance with applicable codes.

Falldown Radius shall mean the designated area of a telecommunication facility surrounding a telecommunication tower, which, in the event of a structural failure of all or part of the telecommunication tower, would likely contain the failed or collapsed telecommunication tower. This area may also be called the collapse zone. The falldown radius size shall equal one hundred twenty five (125) percent of the tower height, unless an engineering certification (structural) shows that in the event of collapse, the telecommunication tower is designed to collapse within a smaller area.

Federal Communications Commission (FCC) means an independent federal agency charged with licensing and regulating wireless communications at the national level.

Guyed Tower shall mean a telecommunication tower that is supported in whole or in part by guy wires and ground anchors or other means of support besides the superstructure of the tower itself.

Height, Telecommunication Tower shall mean the distance measured from base (top of foundation) to the highest point of the tower. This measurement excludes any attached antennas, and lighting. The height of the base exceeding four (4) feet above grade shall be included in height of tower.

Land Development Regulations. An ordinance enacted by the County for the regulation of any aspect of development, including an ordinance governing zoning, subdivisions, landscaping, tree protection, or signs, the County's Comprehensive Plan or any other ordinance concerning any aspect of the development of land. The term does not include any building construction standard adopted under and in compliance with Chapter 553, Florida Statutes.

Lattice Tower shall mean a telecommunication tower that consists of vertical and horizontal supports and crossed metal braces, which is usually triangular or square in a cross section.

Monopole Tower shall mean a telecommunication tower of a single pole design.

Non-Preferred Zone Districts as used in Section 704.59 of this Code, the zone districts listed as Non-Preferred zone districts as described in Figure 7-A within which new telecommunication towers are discouraged to be located.

Personal Wireless Service Facility (PWSF) means a facility for the provision of personal wireless services as defined in Section 704 of the Telecommunications Act of 1996. A PWSF is any facility for the transmission and/or reception of personal wireless services, which may consist of an antennae array, transmission cables, equipment shelter or

building, access road, telecommunication towers mount and a guy system.

Platform shall mean a support system that may be used to connect antennas and antenna arrays to telecommunication towers or alternative support structures.

Preferred Zone Districts as used in Section 704.59 of this Code, the zone districts preferred as siting preferences for PWSF as described in Figure 7-A.

~~*Professional Radio Frequency (RF) Engineer* means a duly licensed or otherwise qualified individual currently licensed to practice engineering in the State of Florida pursuant to Chapter 471, Florida Statutes, practicing in the discipline required for the particular task as indicated in Section 704.59 of this Code. electrical or microwave engineer specializing in the study of radio frequencies and/or the design of radio systems.~~

Site means that portion of a subject property where a PWSF is to be placed and which contains all associated telecommunication towers mounts, equipment buildings, and shelters, security fencing, landscaping, access and utility easements and any guy wires and anchors. An acceptable property may have several potential sites within it.

Tall Tower shall mean any telecommunication tower with an overall height of five hundred (500) feet or more above grade, which contains one (1) or more antennas for telecommunication services.

Tall Tower Cluster shall mean a grouping of two (2) or more tall towers in a specified geographical location with established dimensions of area and height, where tall towers with a common impact on aviation may be grouped.

Telecommunication Equipment Building shall mean the telecommunication support facility structure located on a tower site, which houses the electronic receiving and relay equipment.

Telecommunication Tower shall mean any structure that is designed and constructed primarily for the purpose of supporting one (1) or more wireless provider's antennae, including camouflaged towers, lattice towers, guy towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, and common-carrier towers. The term shall exclude alternative support structures.

Temporary Wireless Telecommunication Facility. Any Carrier or Cellular on Wheels (COW) or antenna designed for use while a permanent wireless facility is under construction or reconstruction, for a large-scale special event or conference or during a declared emergency by the County.

ORDINANCE NO. 10-26
EXHIBIT "B"
PERSONAL WIRELESS SERVICE FACILITIES (PWSF)

Section 704. Conditional Use Criteria.

* * *

Sec. 704.59. *Personal Wireless Service Facilities*

Purpose and Intent:

The purpose and intent of this section is to provide development standards relating to specific types of Personal Wireless Service Facilities (PWSF). The requirements established herein are deemed necessary by Manatee County to protect and enhance the community's environmental, economic, and aesthetic quality, thereby contributing to the overall objective of promoting the health, safety, and general welfare.

More specifically, it is the purpose of this section to:

- (1) Encourage the use of alternative support structures, collocation of new antennas on existing telecommunication towers and existing structures, camouflaged towers, monopoles, and construction of towers with the ability to locate three (3) or more providers, respectively.
- (2) Consider the design of the PWSF, with particular reference to design characteristics that have the effect of minimizing the adverse visual impact of the ~~mounts of the PWSF and associated equipment.~~
- (3) Encourage the use of sites which are already developed with non-residential uses including, but not limited to, commercial, industrial uses, or used for governmental operations, all of~~and~~ which may already be currently visually impacted by tall structures, through the use of siting and locational preferences.
- (4) Protect and preserve the distinctive, unique natural features of the County which are in part the result of the County's location abutting both sides of the Manatee River and containing bays within the confines of the County boundaries, encompassing the Historic Protection Overlay Districts, Historic Vista Protection Areas and Scenic Water View Protection Areas.~~To promote compatibility of PWSF with surrounding land uses and protect the attractiveness, health, safety and general welfare of the community.~~

[NOTE: ONLY THOSE REVISIONS MADE AFTER THE FIRST PUBLIC HEARING TO THE TEXT HELD ON JANUARY 7, 2010 ARE INDICATED BY UNDERLINING ADDITIONAL LANGUAGE AND ~~STRIKING THROUGH~~ DELETED LANGUAGE.]

- (5) Protect and preserve passive recreation or environmentally sensitive areas within the County parks; preservation/conservation areas as identified in the Future Land Use Element of the Comprehensive Plan; designated wildlife corridors and other environmentally sensitive areas from potential adverse impacts from the placement of telecommunication towers.
- (6) Discourage new telecommunication towers in the non-preferred zone districts described in Figure 7-A of this Section, inclusive of all residential zone districts, through the use of siting and locational preferences to further the preservation of community aesthetics, and the compatibility of land uses in residential zone districts, and otherwise protect the attractiveness, health, safety and general welfare of the community.
- (76) Enhance the ability of the providers of Personal Wireless Services to provide such services to the community quickly, effectively and efficiently.
- (87) Expedite the review process for those applications choosing the least intrusive alternative of deploying PWSFs.

704.59.1. *Applicability:*

- A. This section shall apply to all PWSF which are a principal use. All telecommunications such towers shall also comply with Sections 725 and 737. Accessory use antennas shall comply with Section 702.5.2 and Section 703 instead of this section.
- B. The installation of any amateur radio facility that is owned and operated by a federally licensed amateur radio station operator shall be regulated as permitted accessory uses pursuant to Section 703.2, LDC. Pursuant to 47 C.F.R. s. 97.15, the County does not preclude the installation and/or operation of amateur radio antennae. In applying any relevant sections of the LDC to applications for the installation or replacement of amateur radio antennae, as defined by the FCC, the County shall not impose any additional zoning, construction or other regulatory requirements not provided for in the LDC. Such regulatory requirements of this Code as may apply to any particular application for an amateur radio antennae are deemed to be the minimum practicable to accomplish the County's zoning and construction policies.
- C. An existing principal use or structure shall not preclude the future installation of a principal use PWSF subject to compliance with this Code.

704.59.2. *Approval Types:*

- A. PWSF shall be approved by the type of permit required by the Matrix of Siting Locational Preferences in Figure 7-A.

B. *Telecommunication Towers in all Planned Development Zoning Districts:*

1. In the event there is an approved General Development Plan or approved Preliminary Site Plan applicable to the proposed location for the telecommunication tower and telecommunication towers are listed as an allowed use, then the application for approval of a telecommunication tower is evaluated administratively with a Final Site Plan application for consistency with the General Development Plan and compliance with the Conditional Use Criteria in Section 704.59 of this Code.
2. In the event the telecommunication tower is not identified on an approved General Development Plan or approved Preliminary Site Plan as an allowed use, then the applicant is required to file an application to amend the applicable General Development Plan or Preliminary Site Plan. In such event, the amendment shall be reviewed during the public hearing process by the Planning Commission and the Board of County Commissioners. The criteria used by staff, the Planning Commission and the Board of County Commissioners shall be the general criteria for the processing of General Development Plans in Section 508.4 (Sections 508.4.1 through 508.4.2.3, LDC) and the criteria for processing a Preliminary Site Plan as set forth in Section 508.6 (508.6.1 through 508.6.25.4).
3. All telecommunication towers, depicted either on a General Development Plan or a Preliminary Site Plan, shall be required to comply with Section 704.59. In the event the process requires approval of an amended General Development Plan by the Board of County Commissioners, then the ordinance approving the amended General Development Plan shall specify whether the Final Site Plan for the proposed telecommunication tower demonstrating compliance with Section 704.59 is required to be reviewed by the Board of County Commissioners at a public hearing or will be reviewed administratively. In determining whether a public hearing for the Final Site Plan is required, the Board of County Commissioners shall consider whether the amended General Development Plan is of sufficient detail to demonstrate compliance with the requirements of Section 704.59 of this Code.
4. In the event the process for approval requires an amended Preliminary Site Plan to be approved by the Board of County Commissioners, the criteria for conditional uses in Section 704.59 would be reviewed simultaneously by the Board of County Commissioners as part of the Preliminary Site Plan review process.

5. The statements required to be submitted by the applicant in Section 704.59.3.13.12 regarding siting preferences for property being used for governmental operations and for Preferred Zone Districts in Figure 7-A shall be required at the earliest step in the process (i.e., amendment of the General Development Plan or amendment of the Preliminary Site Plan, whichever occurs first).

B. *Development of Regional Impact:* If a telecommunication tower is proposed in an approved Development of Regional Impact, then the development order for the Development of Regional Impact would need to specify the telecommunication tower as an identified allowed use. If the telecommunication tower is identified as an allowed use, then the application for Final Site Plan is required to be reviewed administratively and the requirements of Section 704.59 of this Code shall be applicable. In the event the telecommunication tower is not identified within the DRI development order as an allowable use, then the applicant would need to obtain from the Department of Community Affairs either a clearance letter stating that the Development Review of Regional Impact process is not applicable to the proposed request or would need to proceed with filing an application for a Notice of Proposed Change if required by the Department of Community Affairs, in accordance with applicable law.

C. The Planning Director is authorized to allow a Monopole Telecommunication Tower with three (3) or more providers that normally requires approval of a Special Permit in the PR, NC or GC zoning districts to obtain approval by Administrative Permit upon a finding of minimal visual and aesthetic impacts on surrounding properties.

704.59.3. *General Standards.*

704.59.3.1(A). *Permitted locations:* All telecommunication towers/PWSFs shall be located landward of the five (5) foot contour line, and not within the Historic Preservation Overlay Districts, Historic Vista Protection Areas, Scenic Water View Protection Areas, and Velocity Zones.

For the purposes of this section the Scenic Water Protection Area shall be the following areas, provided they are not in an Extraction or industrial zoning district.

- Two thousand (2,000) feet from the Ordinary High Water Line of the County's bays.
- Two thousand (2,000) feet in width along both sides of the Manatee River.

704.59.3.1(B). *Availability of Other PWSF Providers:* The approving authority, whether it be the Planning Director, Planning Commission or Board of County Commissioners shall not consider the availability of service from other PWSF providers

to the area under consideration for approval of a proposed PWSF.

704.59.3.2. Collocation of PWSFs.

- A. Solely to the extent required by Section 365.172, Florida Statutes, the County shall review and grant or deny an application for a permit for the collocation of a PWSF on property, buildings, or structures within the normal timeframe for a similar building permit review but in no case later than 45 business days after the date the application is initially submitted and deemed by the County to be a complete application in accordance with the requirements of this section. Such time frame shall begin to run when the Planning Department deems the application is deemed to be complete in accordance with Section 704.59.3.11.
- B. Antennas collocated with an existing PWSF of a design and configuration consistent with all applicable regulations, restrictions or conditions, if any applies to the initial antenna array placed on the structure PWSF tower shall be permitted. Any regulation, restriction or condition that limits the number of collocations or requires a review process inconsistent with this section shall not apply. As part of such collocations, new accessory equipment shall be allowed within the existing compound.

The height of an existing telecommunication tower may be increased one time during the life of the tower by a maximum of forty (40) feet in order to accommodate collocation.

A telecommunication tower which is being relocated or reconstructed to accommodate collocation may be relocated within fifty (50) feet of its existing location with Administrative Permit approval, provided that:

- The separation from residential uses and zoning districts shall not be diminished unless the required separation is maintained;
- Separation from other uses and zoning districts shall be maximized to the greatest extent possible; and
- The requirements for a license described in Section 704.59.3.13 42.6, landscaping, and falldown radius are met.

~~If the above referenced residential separation is not maintained, Special Permit review of the decreased residential separation shall be required. In the event the telecommunication tower which is being relocated or reconstructed to accommodate a collocation is moved beyond fifty (50) feet of its existing location without increasing the tower height, then review should be by an administrative permit and all of the Moving the tower beyond fifty (50) feet requires meeting all other ordinance provisions~~ other provisions of Section 704.59 shall be met.

If a telecommunication tower is replaced with a new telecommunication tower to accommodate collocation, where the above-referenced residential separation is not maintained, special permit review of the decreased residential separation shall be required.

704.59.3.3. Separation

704.59.3.3.1. Separation from Off-Site Uses. All Telecommunication Towers shall be located in accordance with the following standards:

Adjacent Off-Site Uses or Districts	Setback from lot line of parent parcel
All Residential Uses and Residential Districts	200 feet or 200% of the height of the tower whichever is greater

The Planning Director may reduce this setback to one hundred (100) percent of the tower height when the applicant demonstrates to the Director's satisfaction that service cannot be provided without this reduction. Conditions may be added to address visual impacts.

704.59.3.3.2. Separation from On-Site Uses - A telecommunication tower shall be located a minimum distance equal to the falldown radius from any on-site residential use.

704.59.3.3.3. Separation Between Telecommunication Towers (by Tower Type)
 Either the Planning Director (for Administrative Permit), or the Hearing Officer (for Special Permits), may reduce the separation requirements set forth in 704.59.3.3.3, when the applicant demonstrates to either the Director or Hearing Officer's satisfaction that service cannot be provided without the modification. The following criteria shall be evaluated:

1. The reduction is limited to a fifty (50) percent reduction of the separation requirement.
2. The proposed location would not create a greater aesthetic impact on surrounding properties.
3. The reduction is not contrary to the public interest.

Proposed Tower Types*	Minimum distance from Monopole, Lattice, or Guyed
Lattice	2,500 ft.
Guyed	2,500 ft.
Monopole-85 ft. in height or greater	1,500 ft

* Camouflage towers are exempt from the separation between towers requirement listed above.

The requirement for separation between towers shall not apply to or be measured from towers erected by a Local Government, School Board, State, or Federal agency.

Towers located in the PDI, PDUJ, HM, LM and EX zoning districts are exempt from these separation requirements.

This separation requirement shall not apply to towers proposed within one hundred (100) feet of an approved tower. This distance shall be measured from the outside edge of the tower structure, excluding guy wires for guyed towers. A maximum of three (3) towers may be clustered in an area under this provision.

704.59.3.3.4. *Separation from Arterial Roadways.* All new towers shall be set back from classified arterial roadways a distance equal to one hundred twenty-five (125) percent of the tower height, unless an engineering certification shows that in the event of collapse, the telecommunication tower is designed to collapse within a smaller area.

704.59.3.3.5. *Separation From Interstates.* All new guyed, monopole and camouflaged towers shall be set back from Interstate rights-of-way a minimum of one hundred twenty-five (125) percent of the tower height, lattice towers shall be setback a minimum of five hundred (500) feet from Interstate rights-of-way.

704.59.3.3.6. *Guy Wires Separation.* All guy wires shall be at least fifty (50) feet from all property lines.

704.59.3.4. *Site Development.* All new telecommunication towers sites shall be of a minimum size to provide collocation opportunities, and contain all required site improvements (i.e., landscaping, equipment cabinets, etc.). The developer or owner shall own or control by lease the land in every direction from the outer edge of the base of the telecommunication tower a distance equal to the tower height or falldown radius. The above area may be referred to as the leased parcel. The entire falldown radius shall either be within a recorded easement, or contained within the leased parcel, but in either case shall be contained entirely within the parent parcel.

Telecommunication sites shall not be used for the outside storage of materials or equipment, or for the repair or servicing of vehicles or equipment.

All sites shall provide adequate ingress and egress for all emergency vehicles.

Exemptions.

Due to the nature of these facilities, all unmanned PWSFs may be allowed modifications of the requirements for paved driveways, off-street loading, off-street lighting, off-street parking, solid waste collection, potable water,

and sewage collection requirements, as determined appropriate by the Planning Director.

704.59.3.5. *Landscaping and Screening.* The visual impacts of ground mounted PWSF and facilities shall be mitigated from nearby viewers through landscaping or other screening materials at the base of the tower and ancillary structures. The Director may modify the following landscaping requirements in industrial or agricultural zone districts.

A ten (10) foot wide landscape buffer shall be required around the perimeter of a telecommunication tower lease parcel and include the following features:

- Landscaping shall be installed on the outside of fences;
- A row of understory trees, a maximum of ten (10) feet on center shall be planted in the buffer;
- A continuous hedge shall be planted on the outside of the perimeter fence and tree line referenced above;
- Existing vegetation shall be preserved to the maximum extent possible. Where unique natural features provide vegetative screening which meets or exceeds the standards provided above, the Planning Director may approve an alternative landscape and screening plan upon determining that such plan meets the intent of these standards and meets or exceeds a plan in strict compliance.

704.59.3.6. *Appearance.* All PWSFs shall be located, designed, and screened, to the greatest extent possible, using materials, colors, textures, screening, and landscaping that will blend the facilities with the existing natural or built surroundings, as well as any existing supporting structures, to reduce visual impacts.

If the antenna is installed on a structure other than a telecommunication tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to or compatible with the color of the supporting structure, so as to make the antenna and related equipment as visually unobtrusive as possible.

Each application shall demonstrate that, to the greatest practical extent, the proposed facility is designed to limit the visual impact on surrounding land uses and public views.

704.59.3.7. *Lighting.* Telecommunication towers or antennas shall not be artificially lighted unless required by the FAA or other applicable regulatory authority. If lighting is required, the lighting design which would cause the least disturbance to the surrounding properties shall be chosen.

The illumination of adjacent premises from security lighting of any associated equipment shelters or cabinets shall not exceed a value of one (1) foot candle measured in the horizontal or vertical plane at a point five feet inside any adjacent residential property. Lighting shall also comply with Section 723.

704.59.3.8. *Antennas.*

704.59.3.8.1. The maximum height of an antenna platform located on a roof top shall be ten (10) feet above the roof. All platforms shall be screened by parapet or other approved methods from major collector or higher roads, recreational areas, and adjacent residential district or uses.

704.59.3.8.2. An antenna may extend twenty (20) feet above the platform, telecommunication tower, roof, or alternative support structure that supports the antenna.

~~704.59.3.8.3. All PWSF facilities shall comply with current FCC rules and guidelines concerning human exposure to radio frequency electromagnetic fields (FCC Guidelines), the County reserves the right to request the FCC to provide information or verification of a PWSF's compliance with FCC Guidelines. A radio frequency emissions test report showing compliance with the adopted Federal Communication Commission (FCC) standard shall be submitted with each rooftop antenna. The report shall address the amount, location, and effect of radio frequency on the rooftop and the occupancy below the rooftop.~~

~~704.59.3.8.4. Telecommunication facilities located on roofs shall not occupy more than fifty (50) percent of the roof surface of a building.~~

704.59.3.8.4. Antenna and antenna platforms may project beyond the building exterior walls upon approval of the Planning Director and Building Director.

704.59.3.8.5. The roof area where a PWSF is located shall be secured from the remaining roof area to prevent unauthorized access.

704.59.3.8.6. A report prepared by an a Professional Engineer (structural) indicating the tower or structure's suitability to accept an antenna shall be included with any application.

704.59.3.8.7. PWSF shall not interfere with or obstruct existing or proposed public safety and fire protection telecommunication facilities. Any interference and or obstruction shall be corrected by the applicant at no cost to the County.

704.59.3.8.8. *Utility pole mounted antennas.* The maximum height above the pole for a utility pole mounted antenna shall be twenty (20) feet.

Horizontal separation between utility pole mounted antennas shall be equal or

compatible to the location and spacing of adjacent utility poles.

To the greatest practical extent, utility pole mounted antennas shall be located where they are concealed from the public view by other objects such as trees or buildings.

When it is necessary to locate a utility pole mounted antenna in public view, to the greatest practical extent, it shall be designed to limit visual impact on surrounding land uses.

Equipment cabinets shall be of a scale and design that make them no more visually obtrusive than other types of utility equipment boxes. Equipment cabinets associated with utility pole mounted antennas which are outside of the rights-of-way shall meet setbacks for the zoning district where they are located.

To the greatest practical extent, equipment shelters located outside of the rights-of-way shall be concealed from public view or shall be architecturally designed or screened to be compatible and blend in with surrounding land uses or buildings.

704.59.3.9. Temporary Wireless Telecommunication Facilities.

- A. Temporary Use Permit. Temporary Wireless Telecommunication Facilities are allowed with a temporary use permit from the Planning Director in accordance with Section 507, LDC.
- B. Duration. The Planning Director shall determine the duration of temporary use permits for Temporary Wireless Telecommunication Facilities. Temporary use permits are available for large-scale special events, during the construction or reconstruction of permanent facilities and during the time frame for a declared state of emergency by the County.
- C. Height. The maximum height of a Temporary Wireless Communication Facility is fifty (50) feet from grade in residential zone districts and one hundred (100) feet from grade in non-residential zone districts.
- D. Setbacks. The Temporary Wireless Communication Facility shall meet the minimum zone district requirements.
- E. Noise Restrictions. Equipment such as air conditioners and generators used in connection with a Temporary Wireless Communication Facility shall not generate noise above decibel levels consistent with the County's noise ordinance.

704.59.3.10. Construction Standards:

704.59.3.10.1. All telecommunication towers shall provide a falldown radius within the parent parcel.

704.59.3.10.2. Telecommunication support facilities shall be the only structure, residentially-used building, or use allowed within the falldown radius.

704.59.3.10.3. All PWSF facilities shall comply with current FCC rules and guidelines concerning human exposure to radio frequency electromagnetic fields (FCC Guidelines), the County reserves the right to request the FCC to provide information or verification of a PWSF's compliance with the FCC Guidelines. ~~A radio frequency radiation emission test report, to demonstrate compliance with FCC adopted standards, shall be required for all rooftop antennas and other antennas which are less than thirty (30) feet above grade.~~

704.59.3.10.4. Ground mounted telecommunication towers shall be separated from overhead power lines, with a voltage exceeding seven hundred and fifty (750) volts, a distance equal to their height.

704.59.3.10.5. Telecommunication support facilities may not exceed twenty (20) feet in height.

704.59.3.11. *Application Processing*

1. *Timing.*

- a. *New PWSF (not a collocated PWSF).* Solely to the extent required by § 365.172, F.S., the County shall review and grant or deny an application for a permit for the siting of a new PWSF or antenna on property, buildings, or structures within the normal timeframe for a similar type of permit review but in no case later than within 90 business days after the date the application is initially submitted and deemed by the County to be a complete application in accordance with the requirements of this section.
- b. *Completeness Determination.* Solely to the extent required by § 365.172, F.S., the Planning Director shall notify the ~~permit applicant, in writing, within the normal timeframe of review, but in no case later than 20 business days after the date the application is submitted or material resubmitted~~ as to whether the application is for administrative purposes only, properly submitted, and completed in accordance with the requirements of this section. Such notification shall indicate with specificity any deficiencies which, if cured, shall make the application properly completed. If the County does not notify the applicant in writing that the application is not completed in compliance with the Land Development Code regulations within twenty (20) business days after the date the application is initially submitted or additional information resubmitted, the application is deemed, for administrative purposes only, to be properly completed and properly submitted. A determination by the Planning Director that the application is

complete shall not be deemed as an approval of the application.

- c. *Automatic Approval.* Solely to the extent required by § 365.172, F.S., if the County fails to grant or deny a complete application for a permit within the time frames set forth in Sections 704.59.3.11(a) and 704.59.3.2A10(b) of this Code, the application for the permit shall be deemed automatically approved and the applicant may proceed to the next level of review or if no additional levels of review are required, with placement of the PWSF applied for facilities without interference or penalty. The time frames set forth in Section 704.59.3.11.1(a) of this Code and the automatic approval provisions of this subparagraph, shall be extended in the event the application for the permit has not been granted or denied because the application is for an approval requiring action by the Board of County Commissioners a governing body or an appeal of an administrative determination is made to the Board of County Commissioners and such action has not taken place within the time frames set forth in Section 704.59.3.11A of this Code. Under such circumstances, the Board of County Commissioners must act to either grant or deny the application for the permit at its next regularly scheduled meeting after the ninety (90) business days have expired, or, the application shall deemed automatically approved otherwise, the automatic approval provisions of this paragraph shall apply.
- d. *Time Frame Waiver.* To be effective, a waiver of the time frames set forth in Section 704.59.3.10 of this Code must be voluntarily agreed to by the applicant and the County. The County may request, but not require, a waiver of the time frames by an applicant entity seeking a permit, except that with respect to a specific application permit, a one-time waiver may be required in the case of a declared local, state or federal emergency that directly affects the administration of all permitting activities of the County.

704.59.3.12. *Security.*

704.59.3.12.1. PWSF shall be secured from access by the public and other unauthorized persons.

704.59.3.12.2. Towers shall be enclosed by a continuous six (6) foot high security fence. Barbed wire may be used on security fences in any zoning district, provided such barbed wire is limited to three (3) strands and is a minimum of six (6) feet above the ground. The gates shall be secured with a locking mechanism to prevent unauthorized access. A rapid access key box or other local fire district approved entry system shall be utilized.

704.59.3.12.3. Towers shall provide anti-climbing devices.

704.59.3.12.4. Alternative support structures shall be designed to prevent unauthorized access.

704.59.3.12.5. PWSF located on building roofs shall be secured from the remaining roof area to prevent unauthorized access.

704.59.3.12.6. *Signage.* No trespassing signs and in case of emergency contact signs shall be posted on each telecommunication facility adjacent to the entrance. No other signage is permitted, except as required for public safety purposes, as may be required by a government agency.

704.59.3.13. *Application requirements.* In addition to the requirements of Section 508, an application for a telecommunication facility shall contain:

704.59.3.13.1. Any reports, explanations, certifications, or other documentation required by Section 704.59.

~~704.59.3.13.2. Copies of licensure from the Federal Communications Commission (FCC) and evidence of compliance with the applicable Federal Aviation Administration (FAA) requirements codified as 14 C.F.R. s.77, including any Aeronautical Study Determination. Copies of approvals from the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA), including any Aeronautical Study Determination, or other findings.~~

704.59.3.13.3. The application shall include a tabular and map inventory of all the applicant's existing telecommunication facilities that are located within the applicant's search area ~~Manatee County~~, including the incorporated municipalities.

704.59.3.13.4. This inventory shall specify the location, height, type, and design of each existing telecommunication facility, the ability of the tower or antenna structure to accommodate additional co-location antennas, and where applicable, the height of the alternative support structures.

704.59.3.13.5. Coordinates of the facility shall be supplied in the Global Positioning System format or other format approved by the County;

704.59.3.13.6. A written instrument executed by the PWSF owner or operator and, in the case of a leased site, a written instrument executed by the lessor and lessee, binding their successors and assigns, in a form suitable for recording in the official records, granting Manatee County and its agents and employees a license to enter the real property on which the site is located and remove any abandoned telecommunication tower at the owner or operator's expense, subject to proper notice and a finding by the Code Enforcement Board that the tower has been abandoned.

704.59.3.13.7. In the case of a leased site, a lease agreement or binding lease memorandum which shows:

(1) on its face that it does not preclude the site owner from entering into leases on the site with other provider(s); and

(2) the legal description and amount of property leased.

~~704.59.3.1.8. Copies of any Environmental Assessment (EA) reports, on Form 600 or Form 854 submitted to the Federal Communication Commission.~~

~~704.59.3.1.9. Copies of Finding of No Significant Impacts (FONSI) statement from the Federal Communication Commission (FCC) or Environmental Impact Study (EIS).~~

~~704.59.3.13.8. All PWSF facilities shall comply with the current FCC rules and guidelines concerning human exposure to radio frequency electromagnetic fields (FCC Guidelines), the County reserves the right to request the FCC to provide information or verification of a PWSF's compliance with FCC Guidelines. A statement that the PWSF complies with the limits of radio frequency emissions standard set by the FCC; the statement shall list the particular FCC emission limits (MPE) and the tested or design limit for the proposed PWSF.~~

704.59.3.13.9. If lighting is required, a plan showing the lighting design.

704.59.3.13.10. If the PWSF is located in an easement, the owner of the easement and underlying property owner must authorize the application.

704.59.3.13.11. A certification prepared by an Professional Engineer (structural) which provides the minimum falldown radius for the telecommunication tower.

704.59.3.13.12. Siting Preferences:

1. A statement by the applicant indicating that it has reviewed properties within its search area currently being used for governmental operations (not including property used for active or passive recreation or environmental preservation). If such property is available, the statement shall also include a detailed review of the efforts made by the applicant to secure authorization, through lease or other similar means, to place the PWSF on the available properties, including whether the property was unsuitable for construction of the designed PWSF due to characteristics of the site such as setbacks, size of parcel and the like not complying with Sec. 704.59 of this Code, whether the person or entity owning or controlling the property required compensation or other terms or conditions which were beyond those available for other properties in the search area, or whether the person or entity owning or controlling the property declined to enter lease discussions or otherwise declined to entertain placement of the PWSF. Such statement shall be signed by an official of the applicant with authority to make the submission who has personal knowledge of the matters discussed therein.

2. A statement by the applicant indicating whether property within the search

~~area of the PWSF within a Preferred Zone District in Section 7-A of this section is available upon which the PWSF could be constructed in compliance with Section 704.59. If such property is available, then the statement shall include a full explanation if the applicant does not plan to locate the PWSF on such property. Alternatively, a notarized affidavit shall be submitted to the County that establishes that the location of the PWSF in a Preferred Zone District would have the affect of preventing the applicant from providing wireless services to the intended coverage area. A statement by the applicant indicating that government-owned property is or is not available within the search ring for the PWSF. If government-owned or other property within a Preferred Zone District in Figure 7-A of this section is available, the statement should include a full explanation if the applicant does not plan to locate on such property. A letter signed by the appropriate official of the governmental entity owning the property stating the unavailability of the property for a PWSF is one method that could be used to satisfy this requirement. Alternatively, a notarized affidavit shall be submitted to the County that establishes that the location of the PWSF on government owned property in a Preferred Zone District would have the effect of preventing the applicant from providing wireless services to the intended coverage area.~~

704.59.3.13. Each application shall identify the zone district and location preference that the proposed PWSF is meeting. (Reference Figure 7-A of this section). If the proposed PWSF is not in a Preferred Zone identified in Figure 7-A of this section, the applicant shall provide a map of the geographical area and a written discussion of sites within Preferred Zones that could potentially serve the same area as the proposed site and describe why each preferred site is not available for siting the PWSF. The written explanation shall address whether the proposed site:

1. Meets the applicant's engineering requirements for the proposed PWSF;
2. Is of sufficient height to meet the applicant's engineering requirements;
3. Has sufficient strength to support the applicant's proposed antenna;
4. Has sufficient vertical space to accommodate the applicant's antenna; and
5. Is available for lease under a reasonable leasing agreement, as determined by industry standards for the geographic area.

~~The applicant shall submit a notarized statement that states whether the location of the PWSF on property that is in a Preferred Zone District described in Figure 7-A would have the effect of preventing the applicant from providing wireless services to the intended coverage area.~~ The applicant shall provide a statement as to whether the proposed site is preferable due to aesthetic and community character compatibility as compared to sites available in the Preferred Zone Districts or Preferred Locations in Figure 7-A.

704.59.3.13.14. A statement by the applicant as to whether construction of the telecommunication tower will accommodate collocation of additional antennas for future

PWSF providers, including the collocation capacity.

704.59.3.13.15. A statement by the applicant demonstrating to the satisfaction of the County that no existing telecommunication tower, alternative support structure, building or other structure within the applicant's geographic search areas is available for siting the proposed PWSF as follows:

1. Meets the applicant's engineering requirements for the proposed PWSF;
2. Is of sufficient height to meet the applicant's engineering requirements;
3. Has sufficient strength to support the applicant's proposed antenna;
4. Has sufficient vertical space to accommodate the applicant's antenna; and
5. Is available for lease under a reasonable leasing agreement, as determined by industry standards for the geographic area.

704.59.3.13.16. In the event the applicant is requesting the siting of a PWSF in a residential zone district as a non-preferred zone district in Figure 7-A of this Code, the applicant shall submit with its application a statement with facts demonstrating that the applicant cannot reasonably provide telecommunication service to the residential area or zone from outside the residential area or zone district.

704.59.3.13.17. Visual Aids (digital format) of the proposed PWSF site showing predevelopment (existing) and post-development conditions. The visual aids shall show the closest public views of the PWSF from a minimum of four locations. The predevelopment visual aids shall be used to show post-development views of the PWSF (telecommunication tower, antennas, associate support facilities, landscaping and security fencing). Post-development views shall include views of the PWSF as it would appear immediately after construction and may include views of 12 and 24 months after construction. The visual aids shall show the relationship and proximity to neighboring residential zone districts and uses and how the PWSF will appear from public viewpoints. The visual aids may be accompanied by a corresponding written visual impact analysis prepared by the applicant. These requirements for visual aids are minimums and the County reserves the right to require additional visual aids as determined on a case-by-case basis.

704.59.3.13.18. *Experts*

A. Where due to the complexity of the methodology or analysis required to review an application for a PWSF, the County may require a technical review by a third-party expert, the specifically identified reasonable expenses of which shall be borne by the applicant, which sum shall be in addition to PWSF development review fees established by resolution of the Board. Applicants for a PWSF shall submit a deposit as determined by fee resolution towards the cost of such technical review upon written notification from the County that a technical review is required, and shall remit

any outstanding balance to the County for such review prior to issuance of a building permit for the PWSF. Any unused portion of a fee deposit shall be remitted to the applicant.

- B. The expert review may address any or all of the following:
1. The accuracy and completeness of submission;
 2. Applicability of analysis techniques and methodologies;
 3. The validity of conclusions reached;
 4. Whether the proposed PWSF complies with the applicable standards set forth in this section; and
 5. Other matters deemed by the County to be relevant to determining whether a proposed PWSF complies with the provisions of this section.
- C. Based on the results of the expert review, the County may require additional information or submittals from the applicant or impose conditions of approval.

704.59.3.19.4. Annual Report.

704.59.3.19.4.1. The owner or operator of a new or existing PWSF shall file annually on or before January 31 of each year, with the Planning Department a PWSF Annual Report.

704.59.3.19.4.2. The PWSF Annual Report shall include the owner and operators names, address, phone numbers, contact person(s), type of antenna, applicable FCC Licenses numbers, applicable FAA Licenses, type of support structure (tower, alternative support), County approval numbers. Additionally reports submitted by Tower owner and operators shall also supply the number of co-locations positions designed, occupied, or vacant. The submission on a county form designed for such use shall be evidence of compliance.

704.59.3.19.4.3. Structural certification for new and existing telecommunication towers shall be submitted with the PWSF Annual Report on the tenth (10th) anniversary of the Building Permit issuance for the tower or the next PWSF Annual Report, whichever is later. The structural certification shall state general structural stability of the structure and the ability to add additional antennas to the tower. The PWSF Annual Report shall include a structural certification every five (5) years thereafter.

704.59.3.20. Abandonment. Any telecommunication tower which has no operational antenna located thereon for a period of six (6) months will be deemed to be abandoned, and therefore shall constitute a violation of this Code. The owner or operator of the

abandoned telecommunication facilities shall be given six (6) months after being provided with a notice of violation to either reactivate or dismantle and remove the telecommunication facilities. In the event of the owner or operator's failure to comply with the County's request for removal, the matter may be referred to the Manatee County Code Enforcement Board for enforcement. Nothing herein shall be construed to limit the County's right to pursue any other legal remedy.

ORDINANCE NO. 10-26
 MATRIX OF SITING AND LOCATIONAL PREFERENCE
 Figure 7-A, Section 704.59
 (Districts Listed in Descending Order of Preferences)

Preferred Zone Districts:							
	Camouflaged, Max. 150'	Monopole with 3 or more providers, 200' Max.	Monopole Greater than 150', 200' Max.	Monopole Max. 150'	Guyed Tower	Lattice Tower Max. 400', except PDR - Max. 150'	Radio, TV, Communications, Microwave Facilities
Industrial							
EX	AP	AP	AP	AP	AP	AP	SP
HM	AP	AP	AP	AP	AP	AP	AP/SP
LM	AP	AP	AP	AP	AP	AP	AP/SP
Commercial							
CRV	SP AP	X AP	X AP	X AP	X	X	SP
HC	AP	AP	AP	AP	SP	SP	AP/SP
GC	AP	AP/SP	AP	AP	X	X	AP/SP
NC-S	AP	AP/SP	SP	SP	X	X	AP/SP
NC-M	AP	AP/SP	SP	SP	X	X	AP/SP
Office							
PR-M	AP	AP/SP	SP	SP	X	X	AP/SP
PR-S	AP	AP/SP	SP	SP	X	X	AP/SP
Agriculture							
A	AP	AP	AP	AP	SP	SP	AP/SP
A-1	AP	AP	AP*/SP	AP*/SP	AP*/SP	AP*/SP	SP

ORDINANCE NO. 10-26
 MATRIX OF SITING AND LOCATIONAL PREFERENCE
 Figure 7-A, Section 704.59
 (Districts Listed in Descending Order of Preferences)

Non-Preferred Zone Districts:							
All Residential Zone Districts:	Camouflaged Max. 150'	Monopole with 3 or more providers, Max. 200'	Monopole Greater than 150', Max. 200'	Monopole Max. 150'	Guyed Tower	Lattice Tower Max. 400', except PDR - Max. 150'	Radio, TV, Communications, Microwave Facilities
RSMH-6	SP1	X	X	SP1	X	X	SP
RSMH-4.5	SP1	X	X	SP1	X	X	SP
RMF-9	SP1	X	X	SP1	X	X	SP
RMF-6	SP1	X	X	SP1	X	X	SP
RSF-4.5	SP1	X	X	SP1	X	X	SP
RDD-6	SP1	X	X	SP1	X	X	SP
RDD-4.5	SP1	X	X	SP1	X	X	SP
RDD-3	SP1	X	X	SP1	X	X	SP
RSF-3	SP1	X	X	SP1	X	X	SP
RSF-2	SP1	X	X	SP1	X	X	SP
RSF-1	SP1	X	X	SP1	X	X	SP
Planned Development: (NOTE1:)							
PDEZ	P*/FSP	P*/FSP	P*/FSP	P*/FSP	P*/FSP	P*/FSP	P*/FSP
PDPM	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	P*/FSP	P*/FSP	P*/FSP
PDPI	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	P*/FSP
PDI	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	P*/FSP
PDMU	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	P*/FSP
PDA	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	X	X	X
PDRP	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	X	X	P*/FSP
PDC	AP P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	X	X	P*/FSP
PDO	AP P*/FSP	AP P*/FSP	X P*/FSP	AP P*/FSP	X	X	X
PDGC	X P*/FSP	AP P*/FSP	AP P*/FSP	AP P*/FSP	X	X	X
PDUI	AP P*/FSP	AP/SP P*/FSP	AP/SP P*/FSP	AP/SP P*/FSP	AP	AP	AP
PDRV	X P*/FSP	X P*/FSP	X P*/FSP	X P*/FSP	X	X	X
PDMH	AP P*/FSP	X	X	X	X	X	X
VIL	AP SP	X	SP X	X	X	SP*	X
PDR	AP P*/FSP	AP X	X	AP P*/FSP	X	AP/SP	X
PDW	AP P*/FSP	X	X	X	X	X	X

**ORDINANCE NO. 10-26
 MATRIX OF SITING AND LOCATIONAL PREFERENCE
 Figure 7-A, Section 704.59
 (Districts Listed in Descending Order of Preferences)**

Non-Preferred Zone Districts							
Conservation							
CON - EPMP	SP	SP	X	X	X	X	SP
All other Locations							

AP = Administrative Permit

SP = Special Permit

P = Permitted

X = Not Permitted

AP/SP = Administrative Permit required as specified in Section 704 or elsewhere in this code.

AP*/SP = General Agricultural (A) and Suburban Agricultural (A-1) parcels smaller than ~~ten (10)~~ forty (40) acres in size shall obtain approval by a Special Permit.

AP1 or SP1 = approval is limited to institutional, recreational, schools, and utility uses, all which have a lot area of eight (8) acres or more. Utility facility or sites may be less than eight (8) acres in size with approval of Planning Director.

P*/FSP = With limitations, as specified in Section 704, Conditional Use Criteria, or elsewhere in this Code. Telecommunication towers in the PDR District are allowed a maximum height of 150 feet.

NOTE: All Telecommunication Towers shall be required to comply with Section 704, Conditional Use Criteria. Uses may be further restricted or modified by the overlay district criteria in Section 604.

FIGURE 6-1

COMMUNITY SERVICE USES

COMMUNITY SERVICE	CON	A	A-1	RSF	RSM	RDD	RMF	PR	NC	GC	HC	CR	LM	HM	EX	PDR	PDO	PDC	PDR	PDI	PDPI	POW	PDMU	PDR	PDMH	PDGC	VIL	PDA	PDEZ	
Camouflaged Tower, Maximum 150 Feet in Height	See MATRIX OF SITING AND LOCATIONAL PREFERENCE IN – Figure 7-A, Section 704.59																													
Cultural Facilities	X	AP	AP	SP	SP	SP	SP	AP	AP	AP	AP	X	AP	AP	X	P	P	P	P	P	P	P	P	X	X	X	SP	P	P	
Correctional Facilities:																														
Community	X	SP	X	X	X	X	X	X	X	X	SP	X	SP	SP	X	X	X	X	X	X	X	P	X	P	X	X	X	X	X	
Major	X	SP	X	X	X	X	X	X	X	X	X	X	SP	SP	X	X	X	X	X	X	X	P	X	P	X	X	X	X	X	
Emergency Shelters	X	AP/S	AP/S	AP/SP	AP/S	AP/S	AP/S	AP/S	AP/S	AP/S	AP/S	X	X	X	X	P*	P*	P*	X	X	X	P*	P	X	P	X	AP	AP	X	
Emergency Shelter Home	X	P	P	P	P	P	P	AP/S	AP/S	AP/S	AP/S	X	X	X	X	P*	P*	P*	X	X	X	P*	P	X	P	X	X	AP	X	
Guyed Tower	See MATRIX OF SITING AND LOCATIONAL PREFERENCE IN – Figure 7-A, Section 704.59																													
Lattice Tower 400 Feet Maximum Height, Max. 150' in PDR	See MATRIX OF SITING AND LOCATIONAL PREFERENCE IN – Figure 7-A, Section 704.59																													
Monopole Telecommunications Tower with 3 or more providers, 200'	See MATRIX OF SITING AND LOCATIONAL PREFERENCE IN – Figure 7-A, Section 704.59																													
Monopole Tower Greater than 150 feet, 200 feet maximum height	See MATRIX OF SITING AND LOCATIONAL PREFERENCE IN – Figure 7-A, Section 704.59																													
Monopole Tower Less than 150 feet	See MATRIX OF SITING AND LOCATIONAL PREFERENCE IN – Figure 7-A, Section 704.59																													
Outpatient Treatment Facility	X	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	X	X	X	X	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	X	SP	P*	X	
Post Office	X	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	X	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	X	AP	AP	P
Private Community Uses	X	AP	AP/S	AP/SP	AP/S	AP/S	AP/S	AP	AP	AP	AP	AP	X	X	X	P*/SP	P*	X	X	X	X	P*	P*	P*	P*	X	AP	P*	X	
Public Community Uses	X	AP	AP/S	AP/SP	AP/S	AP/S	AP/S	AP	AP	AP	AP	AP	AP	AP	X	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	X	AP	AP/S	P
Public Use Facilities	X	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	X	AP	AP	P
Radio, TV, Communications, Microwave Facilities	See MATRIX OF SITING AND LOCATIONAL PREFERENCE IN – Figure 7-A, Section 704.59																													
Residential Treatment Facilities	X	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	X	X	X	X	P*	X	X	X	X	P*	X	P*	X	X	X	X	SP	P*	X
Resource Recovery Facilities	X	SP	X	X	X	X	X	X	X	X	X	X	SP	SP	SP	X	X	P*	X	P*	P*	X	P*	X	X	X	X	X	X	
Utility Use	SP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	SP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP	AP/SP	AP	AP	P
Utility Use, Heavy	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	P*	X	P*	X	X	X	X	X	

COMMUNITY SERVICE USES

<p>AP = Administrative Permit SP = Special Permit</p> <p>P = Permitted X = Not Permitted</p> <p>AP/SP = Administrative Permit or Special Permit required as specified in Section 704 or elsewhere in this Code.</p> <p>P* = With limitations, as specified in Section 704, Conditional Use Criteria, or elsewhere in this Code.</p> <p>AP*/SP = General Agriculture (A) and Suburban Agricultural (A-1) parcels smaller than ten (10) acres in size shall obtain approval by a Special Permit.</p> <p>AP¹ or SP¹ = approval is limited to institutional, recreational, schools, and utility uses, all which have a lot area of eight (8) acres or more. Utility facility or sites may be less than eight (8) acres in size with approval of Planning Director.</p> <p>AP² = The Building Permit when authorized by the Planning Director shall serve as the Administrative Permit.</p> <p>Note: In the CON District, wastewater treatment facilities shall not be allowed.</p>	<p>VIL District Note: All conditional uses within the VIL District shall meet the conditional use criteria for the VIL districts found in Section 704.</p> <p>Note: Notwithstanding the development review procedures set forth in this Figure 6-1 or any other provisions of this Code, the development review procedures required pursuant to Section 605 and Chart 605 shall control when the project requires Special Approval pursuant to any provision of the Comprehensive Plan.</p> <p>Note: Uses identified as "Permitted Uses" in all Planned Development Districts may be permitted with approval of a General Development Plan. PD zoning in itself does not constitute approval to develop.</p> <p>Note: Uses may be further restricted or modified by the overlay district criteria in Section 604.</p> <p>Development in the Cortez Fishing Village Historical and Archaeological overlay district may be limited by and is subject to special standards as contained in Section 604.6.8.</p>
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ORDINANCE NO. 10-26
 MATRIX OF SITING AND LOCATIONAL PREFERENCE
 Figure 7-A, Section 704.59
 (Districts Listed in Descending Order of Preferences)

Preferred Zone Districts:							
	Camouflaged, Max. 150'	Monopole Max. 150'.	Monopole Greater than 150', 200' Max.	Monopole with 3 or more providers, 200' Max.	Guyed Tower	Lattice Tower Max. 400', except PDR - Max. 150'	Radio, TV, Communications, Microwave Facilities
Industrial							
EX	AP	AP	AP	AP	AP	AP	SP
HM	AP	AP	AP	AP	AP	AP	AP/SP
LM	AP	AP	AP	AP	AP	AP	AP/SP
Commercial							
CRV	SP <u>AP</u>	X <u>AP</u>	X <u>AP</u>	X <u>AP</u>	X	X	SP
HC	AP	AP	AP	AP	SP	SP	AP/SP
GC	AP	AP	AP	AP/SP	X	X	AP/SP
NC-S	AP	SP	SP	AP/SP	X	X	AP/SP
NC-M	AP	SP	SP	AP/SP	X	X	AP/SP
Office							
PR-M	AP	SP	SP	AP/SP	X	X	AP/SP
PR-S	AP	SP	SP	AP/SP	X	X	AP/SP
Agriculture (40 acres or greater)							
A	AP*/SP	AP*/SP	AP*/SP	AP*/SP	SP	SP	AP/SP
A-1	AP*/SP	AP*/SP	AP*/SP	AP*/SP	AP*/SP	AP*/SP	SP

ORDINANCE NO. 10-26
 MATRIX OF SITING AND LOCATIONAL PREFERENCE
 Figure 7-A, Section 704.59
 (Districts Listed in Descending Order of Preferences)

Non-Preferred Zone Districts:							
All Residential Zone Districts:	Camouflaged Max. 150'	Monopole Max. 150'	Monopole Greater than 150', Max. 200'	Monopole with 3 or more providers, Max. 200'	Guyed Tower	Lattice Tower Max. 400', except PDR - Max. 150'	Radio, TV, Communications, Microwave Facilities
RSMH-6	SP1	SP1	X	X	X	X	SP
RSMH-4.5	SP1	SP1	X	X	X	X	SP
RMF-9	SP1	SP1	X	X	X	X	SP
RMF-6	SP1	SP1	X	X	X	X	SP
RSF-4.5	SP1	SP1	X	X	X	X	SP
RDD-6	SP1	SP1	X	X	X	X	SP
RDD-4.5	SP1	SP1	X	X	X	X	SP
RDD-3	SP1	SP1	X	X	X	X	SP
RSF-3	SP1	SP1	X	X	X	X	SP
RSF-2	SP1	SP1	X	X	X	X	SP
RSF-1	SP1	SP1	X	X	X	X	SP
Planned Development:							
PDEZ	<u>P*/FSP</u>	<u>P*/FSP</u>	<u>P*/FSP</u>	<u>P*/FSP</u>	<u>P*/FSP</u>	<u>P*/FSP</u>	<u>P*/FSP</u>
PDPM	<u>AP-P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP-P*/FSP</u>	<u>P*/FSP</u>	<u>P*/FSP</u>	<u>P*/FSP</u>
PDPI	<u>AP-P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP-P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP P*/FSP</u>	<u>P*/FSP</u>
PDI	<u>AP-P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP-P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP P*/FSP</u>	<u>P*/FSP</u>
PDMU	<u>AP-P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP-P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP P*/FSP</u>	<u>P*/FSP</u>
PDA	<u>AP-P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP-P*/FSP</u>	X	X	X
PDRP	<u>AP-P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP-P*/FSP</u>	X	X	<u>P*/FSP</u>
PDC	<u>AP-P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP-P*/FSP</u>	X	X	<u>P*/FSP</u>
PDO	<u>AP-P*/FSP</u>	<u>AP P*/FSP</u>	<u>X P*/FSP</u>	<u>AP-P*/FSP</u>	X	X	X
PDGC	<u>X P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP P*/FSP</u>	<u>AP-P*/FSP</u>	X	X	X
PDUI	<u>AP-P*/FSP</u>	<u>AP/SP P*/FSP</u>	<u>AP/SP P*/FSP</u>	<u>AP/SP P*/FSP</u>	<u>AP</u>	<u>AP</u>	<u>AP</u>
PDRV	<u>X P*/FSP</u>	<u>X P*/FSP</u>	<u>X P*/FSP</u>	<u>X P*/FSP</u>	X	X	X
PDMH	<u>AP P*/FSP</u>	X	X	X	X	X	X
VIL	<u>AP SP</u>	X	<u>SP X</u>	X	X	SP*	X
PDR	<u>AP P*/FSP</u>	<u>AP P*/FSP</u>	X	<u>AP1 X</u>	X	AP/SP	X
PDW	<u>AP P*/FSP</u>	X	X	X	X	X	X

ORDINANCE NO. 10-26
 MATRIX OF SITING AND LOCATIONAL PREFERENCE
 Figure 7-A, Section 704.59
 (Districts Listed in Descending Order of Preferences)

Non-Preferred Zone Districts:							
All Residential Zone Districts:	Camouflaged Max. 150'	Monopole Max. 150'	Monopole Greater than 150', Max. 200'	Monopole with 3 or more providers, Max. 200'	Guyed Tower	Lattice Tower Max. 400', except PDR - Max. 150'	Radio, TV, Communications, Microwave Facilities
Agriculture (less than 40 acres)							
A	AP*/SP	AP*/SP	AP*/SP	AP*/SP	SP	SP	AP/SP
A-1	AP*/SP	AP*/SP	AP*/SP	AP*/SP	AP*/SP	AP*/SP	SP
Conservation							
CON - EPMP	AP <u>SP</u>	✗ <u>SP</u>	✗ <u>SP</u>	SP	X	X	SP
All other Locations							

AP = Administrative Permit

SP = Special Permit

P = Permitted

X = Not Permitted

AP/SP = Administrative Permit required as specified in Section 704 or elsewhere in this code.

AP*/SP = General Agricultural (A) and Suburban Agricultural (A-1) parcels smaller than ~~ten (10)~~ forty (40) acres in size shall obtain approval by a Special Permit.

AP1 or SP1 = approval is limited to institutional, recreational, schools, and utility uses, all which have a lot area of eight (8) acres or more. Utility facility or sites may be less than eight (8) acres in size with approval of Planning Director.

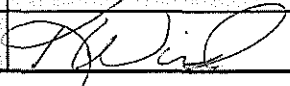
P*/FSP = With limitations, as specified in Section 704, Conditional Use Criteria, or elsewhere in this Code.

Telecommunication towers in the PDR District are allowed a maximum height of 150 feet. See Section 704.59.2.B.

NOTE: All Telecommunication Towers shall be required to comply with Section 704, Conditional Use Criteria. Uses may be further restricted or modified by the overlay district criteria in Section 604.

MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

SUBJECT	Recommendation for mobile stage donation	TYPE AGENDA ITEM	Regular
DATE REQUESTED	February 23, 2010	DATE SUBMITTED/REVISED	February 22, 2010
BRIEFINGS? Who?		CONSEQUENCES IF DEFERRED	Donation of requested stage is for February 28, 2010
DEPARTMENT/DIVISION	BACVB/CCA	AUTHORIZED BY TITLE	Larry White Executive Director
CONTACT PERSON TELEPHONE/EXTENSION	Anne Van Wormer 941-722-3244, ext 226	PRESENTER/TITLE TELEPHONE/EXTENSION	Larry White, Executive Director 729-9177, ext 232
ADMINISTRATIVE APPROVAL			

ACTION DESIRED INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED
Confirm recommendation by staff that rental fees not be waived for not-for-profit groups requesting to use the mobile stage at no charge.

ENABLING/REGULATING AUTHORITY
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy
<ul style="list-style-type: none"> • Ordinance#91-71: Maintaining/Operating Manatee Convention Center • Resolution R-00-86, amended: Policies/Procedures/Rate Schedule for the Convention Center

BACKGROUND/DISCUSSION
<ul style="list-style-type: none"> ◆ Staff has been approached by a local community organization for a donation of the mobile stage currently rented out by the Civic Center. ◆ Resolution 00-86, Exhibit F as amended by R-08-019 provides for rental rates and policies for the mobile stage. ◆ Community discounts were eliminated per R-00-86, as amended by R-08-019. ◆ Policy states we only rent to not-for-profit agencies (as well as Manatee County Government). Staff is concerned that providing a donation to one organization would open the door for others organization to expect the same. ◆ Staff would like to reiterate policy and reasons for not providing donations.

COUNTY ATTORNEY REVIEW	
Check appropriate box	
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)
<input checked="" type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)
<input type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input type="checkbox"/>	OTHER

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:		
R-08-019, Exhibit F			
COST:		SOURCE (ACCT # & NAME):	4550000000
COMMENTS:		AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	

Mobile Stage Rental – Exhibit F

1. Mobile Stage Policies
 - a. Booking and Contracting Guidelines
 - i. Customers may reserve the mobile stage through the Business Office of the Manatee Convention Center.
 - ii. The use of the stage is based upon availability.
 - iii. Mobile stage may not be available due to owner use, maintenance or other reasons.
 - iv. Mobile stage may not be transported out of Manatee County.
 - v. Mobile stage may be rented to not-for-profit organizations and government agencies by:
 1. Completing the Mobile Stage Rental Application
 2. Execution of the lease agreement with required deposits.
2. Rental fee
 - a. A minimum rental fee of \$500 per use for up to 14 hours shall be charged.
 - b. A fee of \$200 shall be charged for each additional period of up to 14 hours.
3. Security deposit
 - a. A deposit of \$500 for cleaning or damages shall be required prior to the use for the mobile stage. Any unused portion of the deposit or estimated cost shall be returned to Lessee.
4. Payments and Refunds
 - a. Full amount of rent is due with signed agreement.
 - b. Acceptable forms of payment are Cash, Cashier's Check, Visa, Mastercard, and Discover. Business checks are accepted up until 21 days prior to event. Personal checks are not accepted.
 - c. Rent is non-refundable except as provided herein.
 - d. In the instance the stage becomes unavailable due to breakdown or other technical difficulties, full rent will be returned to the Lessee.
 - e. Payment of transportation bill (delivery and return) is the responsibility of the Lessee as well as the payment for setting up and tearing down the stage.
5. Insurance
 - a. Insurance - Lessee shall provide Center with a certificate evidencing insurance coverage. Lessee shall be required to furnish satisfactory evidence of liability insurance, including a copy of the endorsement adding the Center as an additional insured. The limits of liability are: Bodily Injury liability with limits of \$1,000,000 per occurrence, and \$1,000,000 for property damage per occurrence. Lessee shall provide Center with a certificate evidencing coverage required in the Agreement. The certificate must name the Manatee Civic Center Authority and Manatee County, a political subdivision of the State of Florida, as additional insureds.
6. Return of the Mobile Stage
 - a. The Mobile Stage must be returned to the Center by the time specified in contract. A reasonable time may be allowed to accommodate delivery and return of the stage.
7. Cleanliness of the Mobile Stage

- a. Upon return, the Mobile Stage must be in broom clean condition and free and clear of all trash, debris and damage and unaltered in any manner. In the event of food or beverage spillage, the stage must be mopped clean of residue. Any property left on the Mobile Stage may be disposed of or retained by the Center. Lessee shall pay for extraordinary wear and tear or dirt and grime, screw or nail holes and glue, tape and paint removal or other condition caused while in use by Lessee.
- 8. Denial of use
 - a. The Director is authorized to deny use of the facilities for or by anyone who:
 - i. Is planning an event that cannot provide safety for the mobile stage.
 - ii. The nature of the event is such that the event would cause a breach of agreement with the Center or violation of any applicable law, ordinance or regulation.
 - iii. Has not settled a previous account with the Center.
 - iv. Has previously demonstrated an inability to successfully complete similar events at other venues.
 - v. Has previously failed to comply with contractual obligations at other venues.
 - b. Anyone who has been denied the right to use Center Mobile Stage as provided above may appeal as outlined in the General Policies.
- 9. Products, Equipment and Services
 - a. Use of additional products, equipment and services will be billed as provided in the Civic Center policies.
- 10. Agreements
 - a. The Mobile Stage Agreement shall be substantially as provided in attachment 1 and subject to such changes that are consistent with these policies are approved the County Attorney's Office.

THIS AGREEMENT made and entered into this th day of , 2008, by and between the Manatee County Civic Center Authority of the County of Manatee, acting by and through its Director, hereinafter referred to as CENTER, and , hereinafter referred to as LESSEE.

1. Center agrees to rent to LESSEE a Mobile Stage as provided herein and in the General Conditions and Rules and Regulations hereto.
2. Rental Charges and Fees:
 - a. The rental fee for the Mobile Stage is \$ and other charges provided herein.
 - b. Applicable Florida Sales Tax will apply unless a Sales Tax Exemption Certificate accompanies this signed agreement.
 - c. Total payment including deposit and estimated charges is \$.
3. Payment – A payment of \$ will be due with this signed agreement. Visa, Mastercard and Discover are accepted. Business and personal checks will be accepted until 21 days prior to Mobile Stage use. Payment made less than 21 days prior to the scheduled use must be by certified bank check. Balance if any is due on .
4. Delivery of the stage will be on with return of the stage to the Manatee Convention Center .
5. Additional, equipment and services
6. Mobile Stage Transportation
 - a. Only CENTER designated or permitted transportation systems may be used for transport of the Mobile Stage. LESSEE will be responsible for the cost and will pay these charges directly.
 - b. Delivery service must be pre-approved by CENTER management and provide adequate proof of insurance and skill.
7. Mobile Stage set up and tear down
 - a. The Mobile Stage may only be operated by authorized personnel. All charges for required personnel will be the responsibility of the LESSEE.
8. Insurance - LESSEE shall provide CENTER with a certificate evidencing insurance coverage. LESSEE shall be required to furnish satisfactory evidence of liability insurance, including a copy of the endorsement adding the CENTER as an additional insured. The limits of liability are: Bodily Injury liability with limits of \$1,000,000.00 per occurrence, and \$1,000,000.00 for property damage per occurrence. LESSEE shall provide CENTER with a certificate evidencing the coverage required above. The certificate must name the *Manatee Civic Center Authority and Manatee County, a political subdivision of the State of Florida, as additional insureds.*
9. Security Deposit – A deposit of \$500 for additional clean up or damages must be paid prior to use of the Mobile Stage. Any unused portion of Security Deposit or estimated costs shall be returned to LESSEE.
10. Return of the Mobile Stage-The Mobile Stage must be returned to the center by the last date and time specified in 4 above in broom clean condition and free and clear of all trash, debris and damage. Any property left on the Mobile Stage may be disposed of or retained by the Center. LESSEE shall pay for extraordinary wear and tear or dirt and grime, screw or nail holes and glue, tape and paint removal or other condition caused while in use by LESSEE.

LESSEE

MANATEE CONVENTION AND CIVIC CENTER

Executive Director or Designee

Date _____

Date _____

GENERAL CONDITIONS

- A. CONTROL OF MOBILE STAGE - In renting the Mobile Stage to LESSEE, CENTER does not relinquish the right to control management of the Mobile Stage and to enforce all the necessary and proper rules for the management and operation of the same. The agents and employees of the CENTER may access the Mobile Stage at any time and on any occasion.
- B. INDEMNITY - LESSEE agrees to conduct its activities within the Facility so as not to endanger any person lawfully thereon; and to indemnify and save harmless the CENTER against any and all claims for loss, injury or damage to persons or property, including claims of LESSEE's invitees, arising out of the activities conducted by the LESSEE and LESSEE's invitees. If the Mobile Stage, or any portion thereof shall be damaged by any act, default or negligence of LESSEE, or by LESSEE's invitees, the LESSEE will pay to CENTER upon demand such sum as shall be necessary to repair such damage. LESSEE hereby assumes full responsibility for the character, acts and conduct of LESSEE's invitees.
- C. LOSS OR DAMAGE - In case the MOBILE STAGE or any part thereof shall be destroyed or damaged by accident, fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the Agreement by the CENTER impossible including, without limitation the requisitioning of the premises by the United States government or any arm or instrumentality thereof, or by reason of labor disputes, then and thereupon the Agreement shall terminate and the LESSEE shall pay rental for the Facility only up to the time of such termination, at the rate herein specified, and the LESSEE hereby waives any claim for damages or compensation should the Agreement be so terminated.
- D. ASSIGNMENT - LESSEE shall not assign the Agreement or use of the Mobile Stage.

RULES AND REGULATIONS

- 1) COMPLIANCE WITH LAWS - All persons connected with LESSEE and LESSEE's invitees shall abide by and comply with all applicable Federal, state and local laws, rules and regulations including those of law enforcement agencies and fire departments and reasonable regulations of the CENTER required to protect the Mobile Stage and the health, welfare and safety of all.
- 2) THE MOBILE STAGE - LESSEE shall not injure, mar nor in any manner deface the Mobile Stage, and shall not cause or permit anything to be done whereby the Mobile Stage shall be in any manner injured or marred or defaced and LESSEE will not do, or permit to be done anything in or upon any portion of the Mobile Stage or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Mobile Stage or any part thereof, or in any way increase any of insurance upon the Mobile Stage or on property kept there.
- 3) DEFACEMENT - LESSEE shall not drive or permit to be driven, any nails, hooks, tacks, or screws in any part of the Mobile Stage, and shall not make or allow to be made any alteration of any kind therein.
- 4) CARE OF THE MOBILE STAGE - LESSEE agrees to cause the MOBILE STAGE to be kept clean and generally cared for during the term. Ordinary wear and tear accepted.
- 5) DAMAGES - Any type of damages to the Mobile Stage or CENTER property or equipment is to be reported immediately to the Convention Center Business Office. The LESSEE or his representative is asked to inspect the Mobile Stage with a representative of the CENTER prior to pick up.
- 6) MOTORIZED EQUIPMENT - Equipment will be operated by authorized personnel only.
- 7) RESIDUAL MATTERS - All matters, rules regulations, or deviations there from, not expressly provided for herein, shall be decided upon by the CENTER Director or his designee.



Broadband to the Boonies

Myakka Technologies
10106 284th St
Myakka City, FL 34251
(941) 322-2916
MyakkaTech.com

MANATEE COUNTY BOARD OF COMMISSIONERS REQUEST FOR SUPPORT

Myakka Communications, Inc, a sister company to Myakka Technologies, is requesting Board of Commissioners' support for its federal grant/loan application under the American Recovery and Reinvestment Act of 2009. Congress has appropriated \$7.2 billion "to expand broadband access to unserved and underserved communities across the U.S, increase jobs, spur investments in technology and infrastructure and provide long term economic benefits." This would be a 75/25 grant/loan made through the USDA's Rural Utilities Service (RUS) department. The funds would be used to provide broadband service to an area covering most of the Eastern part of the Manatee and Sarasota Counties and would be accomplished by installing approximately 150 miles of fiber optic cable connected to Myakka Technologies' current network. This would provide much needed jobs for the installation of the fiber, the connection to the houses, as well as the ongoing running of the business.

We are not requesting any funding from the county, just a letter stating this project has your full support and would accomplish the goals listed above in the rural areas of Manatee County. To our knowledge, no other Manatee County based company has applied.

Funding

The funding for these grant/loans has been divided into two application rounds. Funding for the first round which was scheduled to be finished February 16th, produced only one successful applicant from Florida and that one was in the panhandle region. The second round applications are due by March 15th with all successful applicants notified by the end of the federal fiscal year September 30.

Background on Myakka Communications, Inc

Myakka Communications was formed by the owners of Myakka Technologies, Inc as a new, separate company, solely to insure the proper accounting for the grant/loan funds. Myakka Technologies' wireless customers will be transferred to Myakka Communications as the fiber is completed in their area.

Background on Myakka Technologies, Inc

- 1. Family owned and operated, Myakka Technologies has supplied High Speed Wireless Internet to Eastern Manatee and Sarasota Counties since 2002. These rural areas are the traditionally overlooked areas of the counties that are not attractive to Verizon or the cable companies due to the low population density. Therefore there is no cable, FIOS, or DSL available.**
- 2. Sends Internet via microwave signals from leased towers to area residences and businesses.**
- 3. Supplies service to both Myakka City Fire Stations.**
- 4. Provides free service to local churches and Myakka City Community Center.**
- 5. Major supporter of local community activities.**
- 6. Quicker, more reliable, cheaper and much better customer service than satellite, the only other option available in the area.**

Discussions have been held with the Duette Fire Department and the two parties have agreed that, if funded, Myakka Communications will provide service to the department, as well as residents in the Duette area, from the department's tower to be erected at the site of the new station. This would be via microwave similar to the way the Myakka City stations currently receive their service.

According to the criteria listed in the RUS application, we feel this project has the attributes of a very strong project. As such, it would accomplish the goals set out by the current administration and put project high on the list to be funded.

We appreciate the support of the Board of Commissioners and look forward to successfully deploying this grant and providing the eastern part of the county some of the same technological advantages the rest of the county has enjoyed for years.

Thank you

**Charles J. Matson
President,
Myakka Communications, Inc**

Suggested letter from BOC to Myakka Communications

The Manatee County Board of Commissioners is in full support of Myakka Communications' application for a RUS grant/loan funded by the American Recovery and Reinvestment Act of 2009. We feel it will expand broadband access to this unserved area of the county, increase jobs, spur investments in technology and infrastructure and provide long term economic benefits to the rural areas of our county.

Thank you for taking on this project to help the citizens in the rural portion of Manatee County. Your project will give them some of the technological advantages the rest of the county has enjoyed for years.

Please let us know how we can assist you in insuring a successful deployment of your project.