

RESOLUTION R-10-243

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING A LICENSE AGREEMENT WITH EAST MANATEE YOUTH FOOTBALL ASSOCIATION, INC., A NOT-FOR-PROFIT CORPORATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Florida Statutes § 125.38 provides that a county may lease or convey real and personal property owned by the county to the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of the State, or corporation or other organization not-for-profit which may be organized for the purpose of promoting community interest and welfare, at such price, whether nominal or otherwise, as the Board may fix; and

WHEREAS, the County owns and operates Lakewood Ranch Park; and

WHEREAS, § 2-24-3(1)(c) of the Manatee County Code prohibits the construction or erection of any structure in any County park property without prior authorization; and

WHEREAS, § 2-24-8 of the Manatee County Code prohibits any vending or posting of signs in any County park without prior approval of the director; and

WHEREAS, East Manatee Youth Football Association, Inc., a Florida not-for-profit corporation (hereinafter "Association"), has applied to the County for a license of a portion of Lakewood Ranch Park for the construction and operation of a combination building, which will include a concessions area, meeting room, office space, bathrooms and storage space; and

WHEREAS, the Board is satisfied that construction of the building within the Park will promote the community's interests and welfare, and that the real property referred to in this Resolution is required for the uses cited above, and is not needed for other County purposes.

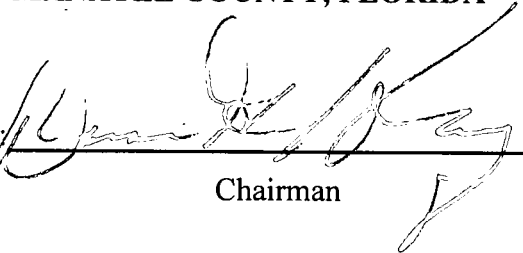
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THAT:

1. A license to the association for a portion of the County's Lakewood Ranch Park, as specified in the attached agreement (hereinafter the "License") is hereby authorized.
2. The license shall be for an initial term of ten (10) calendar years with a rent of ten dollars (\$ 10.00) per year.
3. The Chairman of the Board of County Commissioners is hereby authorized to sign a license. The County Administrator or designee is authorized to take such actions as may be required to implement the terms and conditions of the License.

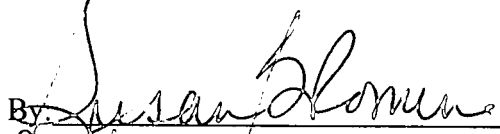
BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon adoption.

ADOPTED, with a quorum present and voting this 1st day of December, 2010.

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

By: 
Chairman

ATTEST: R.B. "CHIPS" SHORE

By: 
Deputy Clerk of the Circuit Court



**LICENSE AGREEMENT BETWEEN
EAST MANATEE YOUTH FOOTBALL ASSOCIATION, INC.
AND
MANATEE COUNTY**

Pursuant to the authority granted by Florida Statutes § 125.38, this is a License (the "License") granted by MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "COUNTY"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, to EAST MANATEE YOUTH FOOTBALL ASSOCIATION, INC. (hereinafter "LICENSEE"), a Florida Not-For-Profit Corporation (hereinafter "Licensee"), whose mailing address is P. O. Box 21091, Bradenton, Florida 34204.

NOW, THEREFORE, it is agreed as follows:

1. **THE PROPERTY.** COUNTY hereby grants unto LICENSEE and LICENSEE hereby accepts from COUNTY this License of certain real property located in the County of Manatee, State of Florida, as generally depicted in Exhibit "A" attached hereto (hereinafter the "PROPERTY"; note that the Property consists of only the area designated for construction of a building on Exhibit "A"), subject to the terms, conditions, restrictions and limitations of record and set forth herein. It is understood and it is a condition of the granting of this License that LICENSEE's interest in the PROPERTY is, and shall at all times during the period of this License be limited to the use of the PROPERTY for the purpose as set forth in Section 2 below, and LICENSEE does not have and shall not be considered as having any right or interest in or to the PROPERTY or any other interest of any kind or nature therein. Furthermore, COUNTY grants LICENSEE the right to construct and install a sign at the corner of the intersection of Malachite Drive and Lakewood Ranch Blvd., which location is depicted on Exhibit "A" labeled "Proposed Future EMB Sign Location", conditioned on the following: (a) the design, materials and construction of the sign must be approved in advance of any installation by the Parks department of the COUNTY, which approval shall not be unreasonably withheld or delayed; and (b) the sign must be permitted and constructed in compliance with all applicable governmental requirements. If such a sign is constructed, then LICENSEE shall be responsible for the maintenance and repairs to keep the sign in good operating condition.

2. **USE.** LICENSEE shall use the PROPERTY for the purpose of developing and building a combination building that will include concession services, offices, meeting rooms, storage area and restrooms in accordance with the plans shown in Exhibit "B", and upon issuance of a final Certificate of Occupancy, for the operation of LICENSEE's program specifically described in Exhibit "C" attached hereto (hereinafter the "PROGRAM") and for no other purpose. The director of the COUNTY's Parks Department, or such other individual as the COUNTY's County Administrator shall designate in writing pursuant to Section 32 (the "Director") must approve of the plans in Exhibit "B" in writing prior to the commencement of construction.

3. **TERM.** The term of this License shall commence upon execution hereof by COUNTY and shall terminate on expiration of ten (10) calendar years from that date. COUNTY and LICENSEE shall have the option to extend the term on the same terms as this License for four (4) periods of five years each provided LICENSEE notifies COUNTY in writing of electing such an option term(s) at least sixty days before the end of the current term and each subsequent term. Any renewal or extension past that period shall be subject to new payment terms, and approval by the Board of County Commissioners.

4. **RENT.** LICENSEE agrees to pay to COUNTY rent in the amount of Ten and 00/100 (\$10.00) Dollars per year to be paid upon execution of this License by COUNTY and on or before the same date in each succeeding year. LICENSEE shall also 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 License and the operation and conduct of the PROGRAM.

5. **IMPROVEMENTS AND SITE PLAN.** LICENSEE accepts the PROPERTY as is, excluding any pre-existing environmental damage. LICENSEE shall be solely responsible for repairing, improving and maintaining the PROPERTY and assumes all risks arising out of the condition of the PROPERTY. LICENSEE is granted the right to build a building as shown in Exhibit "B" (the "Improvements" or "LICENSEE's Improvements"). LICENSEE's improvements shall be completed and a final non-temporary Certificate of Occupancy issued on or before the 1st day of March, 2011.

6. **CONSTRUCTION PLANS: CHANGE REQUESTS.** LICENSEE shall submit final construction plans to the Director for approval prior to beginning any construction. In the event LICENSEE should wish to substantially amend or change the plans or specifications subsequent to its receipt of the Director's written approval, LICENSEE shall obtain from the Director written consent to and approval of such modifications or changes to previously submitted plans and specifications. The Director's response shall be provided within thirty (30) days of receipt of request therefore, unless the Director determines that the changes must be approved by the Board. If the Director either fails to provide the response or advise LICENSEE that the changes must be considered by the Board within thirty (30) days, the LICENSEE may proceed with the proposed construction or changes.

7. **CONTRACTS AND PERFORMANCE AND PAYMENT BONDS REQUIRED.** Prior to the commencement of any construction or work on the PROPERTY, Director may require that LICENSEE provide COUNTY with copies of all contracts for the construction of any buildings, structures, facilities or improvements. The Director may require LICENSEE to furnish payment and performance bonds securing the completion of the improvements and the satisfaction of all obligations arising there from, in such form and in such amounts and with sureties as may be agreeable to the Director. The premium or premiums for such bonds shall be paid by LICENSEE or LICENSEE's contractor. If bonds are required, LICENSEE shall deliver

or cause to be delivered the required bonds to the Director not later than the date on which construction shall begin. The Director 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.

8. **COUNTY CONTRIBUTION FOR IMPROVEMENTS.** The LICENSEE shall undertake and complete the Improvements. The COUNTY agrees that it has designated \$100,000 in its CIP funds and COUNTY will therefore provide funds not to exceed one hundred thousand dollars (\$100,000) for the construction of the Improvements, subject to the following conditions:

- a. The LICENSEE shall complete the Improvements in accordance with the Scope of Work. No substantial deviations from the Scope of Work shall be incorporated into the Improvements without the prior written consent of the COUNTY. The LICENSEE shall ensure that all work is carried out in accordance with applicable laws, regulations and grant covenants, and shall provide the COUNTY with documentation of the same. In the event that LICENSEE, at any time prior to, during or following the construction of the Improvements, fails to provide such documentation as the County may reasonably require, the COUNTY may withhold payment as provided for herein below.
- b. Prior to commencement of the Improvements, LICENSEE shall submit to COUNTY the proposed cost estimate for final approval by COUNTY. COUNTY shall have ten (10) business days after receipt of the cost estimate within which to respond, failing which LICENSEE shall proceed with final approval and award of contract(s) for the Improvements.
- c. The amount stated above, one hundred thousand dollars (\$100,000), represents a cap on the COUNTY's agreed financial commitment for completion of the Improvements. Any amount exceeding that amount needed to complete the required Improvements must be provided by LICENSEE. LICENSEE shall provide proof to COUNTY of adequate funds on-hand and qualified (Licensed Contractor), volunteer or other gift-in-kind commitments necessary to complete the submitted Scope of Work.
- d. The LICENSEE may complete the Improvements through contractors or subcontractors, and shall be solely responsible for payment to such contractors or subcontractors from its own funds and the payments made by the COUNTY, shall have the sole right to terminate such contractors or subcontractors, and shall indemnify and hold the COUNTY harmless for any claims by contractors or subcontractors for payment for work performed for which the LICENSEE has received payment from the COUNTY. The LICENSEE shall ensure that each contractor and subcontractor shall complete all work in a timely and workmanlike

manner, and shall be deemed to have breached this License in the event that it fails to require all contractors and subcontractors to complete the Improvements within the required cost estimate.

9. **PAYMENT OF COUNTY FUNDS TOWARD IMPROVEMENTS.** The COUNTY shall pay the LICENSEE for its portion of the actual costs of the Improvements pursuant to the approved plans and budget, subject to the following conditions:

- a. Before the first application for payment, the LICENSEE shall submit to COUNTY a schedule of values allocated to various portions of the Work, prepared in such form as the COUNTY may require. The Schedule, unless objected to by the COUNTY, shall be used as a basis for reviewing the contractor's application for payment.
- b. The LICENSEE will periodically submit to the COUNTY itemized applications for payment with invoices (and in such detail as indicated in Exhibit "D"), for Improvements completed through the twenty-fifth day of the preceding month by the first day of the month. The invoice will include documentation of completion of such work for which payment is requested. The invoice shall also include proof of application by the LICENSEE of the preceding payment made hereunder to the payment of its contractors who completed work for which such payments were made by the COUNTY.
- c. The COUNTY shall, within twenty (20) business days of the COUNTY'S receipt of a properly submitted and correct application for payment, the COUNTY shall make payment to the LICENSEE.
- d. The application for payment shall constitute a representation by the LICENSEE to the COUNTY that, to the best of the LICENSEE'S knowledge, information and belief, the design and construction have progressed to the point indicated; the quality of the work covered by the application is in accordance with the LICENSEE documents. The LICENSEE is entitled to payment in the amount requested.
- e. The LICENSEE shall pay each of its contractors, if other than the LICENSEE or subcontractors, upon receipt of payment from the COUNTY, out of the amount paid to the LICENSEE on account of such contractor's or subcontractor's work, the amount to which said contractors or subcontractors are entitled in accordance with the terms of the LICENSEE'S agreement with such contractor or subcontractor. Nothing stated herein obligates the COUNTY to any third party entitlement.
- f. The COUNTY shall have no obligation to pay or to be responsible in any way for payment to a contractor or subcontractor of the LICENSEE.

- g. The LICENSEE warrants that:
- (a) Title to work, materials and equipment covered by an application for payment will pass to the COUNTY upon receipt of payment by the LICENSEE.
 - (b) Work, materials and equipment covered by previous applications for payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and
 - (c) No work, materials or equipment covered by an application for payment will have been acquired by the LICENSEE, or any other person performing work at the site or furnishing materials or equipment for the Improvements, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the LICENSEE or such other person.
- h. If the LICENSEE's response is deemed insufficient, the COUNTY shall, as soon as practicable, notify LICENSEE in like manner as set forth herein and make partial payment of the amount which is not in dispute. The LICENSEE and the COUNTY shall meet within seven (7) business days of the COUNTY notification to resolve the payment issue. If the payment issue is resolved pursuant to this subparagraph, the COUNTY shall remit the agreed remaining portion of the payment to the LICENSEE within ten (10) business days of the meeting.
- i. If the payment issue is not resolved pursuant to paragraph h., the LICENSEE shall notify the COUNTY. Upon receipt of such notice, the COUNTY shall have the option of (i) within thirty (30) business days of receipt of aforesaid notice, approving (by motion or resolution of the Board of County Commissioners) the remaining portion of the payment, or (ii) discontinuing the funding of the Improvements and, within forty five (45) business days of the date of termination, reimbursing LICENSEE for actual costs incurred through the date of termination, but may exclude the portion that remains in dispute. The LICENSEE or the COUNTY may thereafter elect to pursue any other remedies available under this License.

10. **COMPLIANCE WITH APPLICABLE LAWS.** LICENSEE 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, LICENSEE shall cause COUNTY to be provided with a certification to be executed by an authorized representative of LICENSEE and the contractors for LICENSEE 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 LICENSEE 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.

11. **ASSURANCES OF COUNTY.** COUNTY covenants and agrees to cooperate with LICENSEE in the efforts of LICENSEE 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 License. In addition, COUNTY agrees to join with LICENSEE to the extent necessary in applications for zoning and land use approvals and building permits, and the Director is authorized to sign documents required for approvals and permits on behalf of the COUNTY. LICENSEE shall pay all regulatory/permit fees required.

12. **UTILITIES AND SERVICES.** In addition to the base rent for the field house, LICENSEE shall contract for all utility services in LICENSEE's name and pay all deposits and use charges as they become due. LICENSEE shall continue to have utility services for electricity, water, and sewer in the name of the COUNTY. LICENSEE shall reimburse COUNTY for a reasonable approximation of the periodic charges for such services based upon LICENSEE'S proportionate share of the use or, at the COUNTY's election, pursuant to such charges as are established by the Board of County Commissioners and applied to similarly situated organizations. LICENSEE shall contract for all other utilities services in LICENSEE's name and pay all deposits and use charges as they become due. Other utilities services shall include, without limitation, telephone, gas, cable TV, security systems and the like.

13. **RIGHT OF ENTRY.** COUNTY reserves the right and LICENSEE 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 LICENSEE's performance of any work or replacement, restoration or repair of any improvement on the PROPERTY 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 LICENSEE. LICENSEE shall provide the COUNTY keys, access codes, and any other similar method(s) needed to gain access to the Improvements.

COUNTY shall have the right to enter upon the PROPERTY to inspect the PROPERTY and/or the Improvements at any time during construction. Except as otherwise herein provided, COUNTY shall give LICENSEE reasonable notice before making an inspection as to the condition of the PROPERTY and the LICENSEE's care, use and maintenance thereof and compliance with the terms and conditions of this License.

14. **DELEGATION OF AUTHORITY.** COUNTY hereby appoints and authorizes LICENSEE 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 Improvements in accordance with the final site plan and such other plans as may be approved pursuant to Paragraphs 5 and 6.

15. **OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.** Upon issuance of a final Certificate of Occupancy, all rights, title and ownership in the Improvements shall vest in the COUNTY. LICENSEE shall execute any paperwork needed to memorialize this transfer of interest. Any personal property remaining on the PROPERTY after expiration or termination of this License shall be retained by COUNTY or, at COUNTY's option, removed and disposed of with the cost for such removal and disposition borne by LICENSEE.

16. **MECHANIC'S LIENS.** In the event any mechanic's lien or other labor or material liens are filed against the PROPERTY or any portion thereof as a result of or in connection with LICENSEE's causing to be constructed or installed any building, improvement or facility or work performed on the PROPERTY by or at the request of LICENSEE, LICENSEE shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after LICENSEE has received notice thereof from COUNTY, and in the event LICENSEE fails to do so, COUNTY may, at its option, obtain the discharge thereof and LICENSEE 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 attorney fees.

17. **MAINTENANCE OF PROPERTY.** LICENSEE shall keep every part and portion of the LICENSEE's Improvement in good repair and in a neat, orderly, clean, safe and healthful condition in compliance with all codes and laws. LICENSEE will also observe and comply with all requirements, regulations and governmental directions with respect to environmental protection of the PROPERTY. For the Press box Building and to the extent money is budgeted or appropriated by COUNTY, so long as this License Agreement shall be in effect, LICENSEE will, except as otherwise provided herein, maintain the PROPERTY in good order and repair. Specifically, and without limiting the foregoing, LICENSEE shall be responsible for:

- a. Routine preventative maintenance and service as follows:
 - i. The monthly replacement of filters in all air conditioning units.
 - ii. Annual inspections of fire extinguishers.
 - iii. Annual termite warranty inspections.
 - iv. Monthly pest control service.
 - v. Cleaning and draining of the septic system as needed.

All maintenance, service, and inspections shall be completed by qualified, licensed contractors and in compliance with manufacturer guidelines, and state and local laws.

LICENSEE will maintain records of all maintenance and inspections completed. These records will be made available to the COUNTY upon request.

- b. Maintenance of plumbing fixtures in restrooms, shower rooms, food preparation areas, and areas provided for janitorial and cleaning services.
- c. Contracting and arranging for the removal of all garbage, trash, and litter. This shall include providing the PROPERTY with a dumpster of adequate size to facilitate the operations and activities carried on at the PROPERTY.
- d. Interior maintenance and repair of the PROPERTY including, but not limited to: floors and floor coverings; windows and window treatments; shutters; replacement of light bulbs and fixtures; doors and door closers; locks; vent and exhaust fans; and any maintenance or repair not specifically provided for by COUNTY.
- e. Exterior maintenance and upkeep of the structure, landscaping, walkways, and irrigation systems at the PROPERTY and parking areas serving the PROPERTY.
 - i. Repairs to existing foundation, walls, and roof.
 - ii. Repairs to existing portions of electrical, plumbing, and mechanical systems contained within such foundation, walls, or roof.

- f. Maintenance, service, and inspection of the structure and major systems contained therein in compliance with manufacturer guidelines, and state and local laws.
 - i. Monthly maintenance and annual State certification inspections of any and all elevators and elevator components, and the contracting of a service to provide for the emergency, remote monitoring of the system, if installed.
 - ii. Annual maintenance and inspections of the air conditioning system.
 - iii. Semi-annual inspections of the fire alarm system, and the contracting of a service to provide for the remote monitoring of the system.
 - iv. Annual inspections and service of the fire sprinklers and fire sprinkler system.
 - v. Annual inspections of the solar hot water system, if installed.
 - vi. Periodic inspections of the roof and roof components.

18. **RISK OF LOSS.** COUNTY shall not be responsible for damage to or loss of any building or portion thereof, structure, facility, personal property, fixtures, furniture or equipment caused by or resulting from fire, flood or any other casualty or any cause. LICENSEE may keep the buildings, Improvements and all personal property thereon insured against loss or damage to the extent it desires, and is deemed by its insurers to have requisite insurable interest.

19. **EFFECTS OF PARTIAL OR TOTAL DESTRUCTION.** If the PROPERTY or any building or structure thereon is damaged by fire, flood or other casualty, COUNTY may authorize LICENSEE to undertake and complete the repair or restoration of the Improvements thereon, or may do so itself.

20. **COVENANTS OF LICENSEE.** As consideration for this License, LICENSEE covenants and agrees to:

- a. Implement and continue to operate and maintain the PROGRAM substantially in accordance with Exhibit "C".
- b. Abide by LICENSEE's Articles of Incorporation and Bylaws. Additionally, LICENSEE covenants and agrees that LICENSEE shall not enter into or execute any contract, nor shall LICENSEE 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 License.
- 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 compliance with the provisions of this License, and make such books and records available to COUNTY for inspection and audit. Upon completion of the Improvements, and at least every

other year thereafter, LICENSEE shall submit an audit or financial statement and letter from an Independent Certified Accountant which, as a minimum, will include: a review of LICENSEE's books and records, including canceled checks, invoices and budgets. The audit or financial statement and letter shall not be less than two (2) years old. The submission of the documents required hereunder shall serve as LICENSEE'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 License shall be in compliance with all applicable laws, orders and codes of Federal, State and local governments and the Americans with Disabilities Act. LICENSEE 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 the PROGRAM or denied the benefits of employment by LICENSEE.
- e. LICENSEE shall submit to COUNTY by March 1 of each year a list of LICENSEE's Board of Directors. LICENSEE agrees that no COUNTY officer or employee shall be a voting or elected member of LICENSEE's Board of Directors during the term of this License.
- f. LICENSEE shall not sublet or assign its rights under this License absent express prior written approval of the Director.
- g. LICENSEE has first priority for use of the PROPERTY. The COUNTY will have second priority for the use of the PROPERTY. Planning and scheduling the use of the PROPERTY shall be in accordance with the applicable provisions of Exhibit "C".
- h. LICENSEE shall maintain recognition in the State of Florida and with the United States Department of Treasury, Internal Revenue Service as a tax exempt non-profit corporation through the term of this License.

21. **TERMINATION**. LICENSEE's rights under this License shall terminate:

- a. Upon LICENSEE's failure to complete construction of the Improvements and commence operation and conduct of the PROGRAM as provided in **Exhibit "C"**.
- b. As of the date established in written notice to COUNTY of LICENSEE's election to terminate this License.
- c. By COUNTY providing written notice of early termination at least 270 days in advance and payment of the amount due under Section 30, should COUNTY, in

its sole discretion, determine that the PROPERTY is necessary for other COUNTY purposes. Upon surrender of the PROPERTY, LICENSEE shall bring the PROPERTY into compliance with the provisions of Section 27.

- d. Immediately upon the occurrence of any event of default by LICENSEE. If this License is terminated for default, COUNTY shall not be required or responsible for reimbursing LICENSEE for any costs of or value associated with the facilities and improvements constructed or installed upon the PROPERTY.

22. **DEFAULT BY LICENSEE.** Each of the following shall be deemed to be an “event of default” by LICENSEE under this License:

- a. LICENSEE’s failure to comply with any term, provision, agreement or covenant of this License 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 LICENSEE, or if such failure cannot reasonably be cured within said thirty (30) days and LICENSEE 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. LICENSEE’s failure to fulfill the PROGRAM within the time provided herein or at any time during the term of this License. As used herein, the term “fulfill” means LICENSEE’s constructing, installing, using, operating and maintaining the Improvements and to thereafter operate and use the building in accordance with the PROGRAM.
- c. LICENSEE shall do, or permit to be done, anything which creates a lien upon the PROPERTY and such lien is not discharged or, within ninety (90) days after LICENSEE receives written notice of such lien being imposed against the PROPERTY, addressed by LICENSEE in a manner provided in Section 23.a. hereof.
- d. In the event that at the time of commencement of the term of this License or at any time thereafter and until the termination thereof, a petition in bankruptcy shall be filed by or against the LICENSEE [unless the petition is vacated or dismissed within sixty (60) days of such filing], or the LICENSEE shall be declared bankrupt or insolvent, or a receiver or trustee shall be appointed to take charge of LICENSEE’s affairs or property, or LICENSEE 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 LICENSEE is issued and any such levy is not vacated or dissolved or the attached

property restored to the LICENSEE by the giving or posting of a bond with surety within thirty (30) days after such attachment.

- f. LICENSEE shall, at any time during the term of this License, 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.

23. **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 License and discontinue or terminate or cause to be discontinued or terminated LICENSEE'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 LICENSEE is obligated to do under the terms of this License and LICENSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in effectuating compliance with or performance of LICENSEE's obligations under this License; and COUNTY shall not be liable for damages resulting to LICENSEE from such action.
- c. COUNTY may grant a license 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 LICENSEE and restore the PROPERTY to the condition existing prior to granting this License, and LICENSEE shall reimburse COUNTY on demand for any expenses which COUNTY may incur in so restoring the PROPERTY.

24. **EMINENT DOMAIN**. If any portion of the PROPERTY shall be appropriated, condemned, taken or otherwise acquired pursuant to or under the power of eminent domain, condemnation or similar power or proceedings, this License shall terminate as to such portion of the real 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 LICENSEE and without any deduction therefrom for any present or future intent or right of LICENSEE 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 LICENSEE's use of the PROPERTY under this License, provided that LICENSEE, notwithstanding such appropriation, shall be able to operate and

conduct the PROGRAM on a reduced scale. Nothing herein shall prevent LICENSEE from asserting its claim as to the loss of value of any buildings, structures, facilities or improvements on the PROPERTY constructed thereon by, and at the expense of, LICENSEE.

25. **LICENSEE'S ACCESS TO AND USE OF THE PROPERTY.** COUNTY agrees that if LICENSEE shall perform all of the covenants and agreements herein stipulated to be performed on LICENSEE's part, LICENSEE shall, at all times during the terms of this License, be entitled to the use of the PROPERTY as herein provided without interference or hindrance from COUNTY or any persons, and LICENSEE shall have access to the PROPERTY at all times during the day and night, as needed to operate their PROGRAM. LICENSEE agrees to have its agents become aware of the terms of Chapter 2-24 of the Manatee County Code, and agrees to provide adequate oversight so as to ensure its agents and PROGRAM participants know and abide by the terms of all Parks rules and regulations.

26. **SURRENDER OF THE PROPERTY.** LICENSEE agrees to deliver up, cease and surrender to COUNTY the PROPERTY upon the expiration or earlier termination of this License, and the PROPERTY shall be in a neat, clean and orderly condition and LICENSEE's Improvements shall be in compliance with all applicable laws, rules, codes, ordinances and regulations.

27. **HOLDING OVER.** If LICENSEE 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 License as provided herein, then LICENSEE 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 LICENSEE's use of the PROPERTY as granted by virtue of this License, and COUNTY shall have the right to take any and all steps or actions to remove LICENSEE and any of LICENSEE's employees, agents, members or guests from the PROPERTY.

28. **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 License. The parties hereby waive all rights to trial by jury.

29. **LICENSEE COMPENSATION ON EARLY TERMINATION.** For the purpose of determining the compensation due to LICENSEE at the time of the termination of this License as provided under Section 23.c., the actual costs for construction, including the value of donations furnished to LICENSEE, but not exceeding \$83,619.00, shall be divided by the 10-year term. The quotient times the number of years or any portion of a year remaining in the initial term as of the date of termination shall be payable by COUNTY to LICENSEE as reimbursement for actual costs associated with the replacement of the building or to reimburse any gift or grant to LICENSEE. The value of any donated goods and services shall be limited to the value approved in writing by the COUNTY.

30. **INDEMNIFICATION.** LICENSEE 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, patent claims, liabilities, judgments, costs and expenses which may accrue or be asserted against COUNTY arising out of LICENSEE's activities on the PROPERTY and LICENSEE's performance of, or its failure to perform the PROGRAM referenced in this License, or the use of the PROPERTY by LICENSEE whether or not contemplated under the terms of this License, whether or not it shall be alleged or determined that the cause of action arose through negligence or omission of LICENSEE or its employees, or of the subcontractors or its employees, if any, or the agents of LICENSEE. LICENSEE shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against COUNTY in any such action, the LICENSEE shall, at its own expense, satisfy and discharge the same. LICENSEE expressly understands and agrees that any performance bond or insurance protection required by this License or otherwise provided by or on behalf of LICENSEE shall in no way limit LICENSEE's responsibility to indemnify, keep and save harmless and defend the COUNTY as provided herein. LICENSEE's obligation and agreement to indemnify save and hold harmless the COUNTY and those operating under LICENSEE's explicit direction does not include any negligent or intentional act of the COUNTY or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall survive the end of the License term and shall continue until such time as any and all claims arising out of LICENSEE's performance or failure to perform under the terms of this License and use of the PROPERTY by LICENSEE have been finally settled, regardless of when 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 License, COUNTY shall give notice thereof in writing to LICENSEE by certified mail addressed to LICENSEE at the address contained herein. Upon receipt of notice, LICENSEE, at its own expense, will 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 License shall be deemed to affect the COUNTY's right to provide its own defense and recover from LICENSEE attorney fees and expenses associated with such representation, or be deemed or construed in any way as a waiver or limitation of or upon the rights, privileges or immunity of the COUNTY as provide for in Florida law, including § 768.28, Florida Statutes, or any successor provision, addressing or relating to COUNTY's sovereign immunity. The indemnity provided by LICENSEE under this article shall not apply:

- a. To any settlement agreement entered into by COUNTY without the written consent of LICENSEE; 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

LICENSEE, provided that COUNTY has approved counsel provided by LICENSEE.

31. **INSURANCE.** LICENSEE shall procure and maintain general liability insurance policies in order to secure the indemnification of COUNTY required herein. Such policies shall be in amounts not less than five hundred thousand dollars (\$500,000), and shall name Manatee County as an additional insured as to claims which may arise out of the terms of or compliance with this License.

Certificates of Insurance, naming Manatee County as an additional insured and evidencing the insurance coverage required by the COUNTY, shall be filed with the COUNTY Risk Manager before LICENSEE shall enter upon or use the PROPERTY. The required certificate of insurance not only shall name the types of policies provided, but also shall refer specifically to this License. If the initial insurance expires prior to the expiration of this License, renewal certificates of insurance and required copies of policies shall be furnished to COUNTY within thirty (30) days but not less than sixty (60) days prior to the respective dates of their expiration. The parties acknowledge and agree that the insurance requirements of this License shall be based upon sound business principles and that LICENSEE 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.

32. **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 LICENSEE or COUNTY, signed by their representatives respectively and addressed as provided below. 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:

If to COUNTY:

Manatee County
Attn: County Administrator
Post Office Box 1000
Bradenton, Florida 34206

Copies to:

Manatee County
ATTENTION: Director
Parks & Recreation Department
Post Office Box 1000
Bradenton, Florida 34206

Attn: County Attorney
Post Office Box 1000
Bradenton, Florida 34206

If to LICENSEE:

President,
East Manatee Youth Football Association, Inc.
P. O. Box 21091,
Bradenton, Florida 34204

James V. Stewart, Esq.
147 2nd Ave. So., Ste. 400
St. Petersburg, FL 33701

Either party may change its representative or address by providing written notice to the other party.

33. **NO IMPLIED WAIVER, NO THIRD PARTY BENEFICIARIES.** 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 License shall not be construed as a waiver or the relinquishment thereof for the future. The Parties to this License are entering into it for their sole respective benefit, and neither Party has considered or intends to consider the benefits to any other third party by their doing so. Therefore, this License, and the Parties' act of entering same, should not be interpreted so as to provide any right of any third party to interpret, enjoin or enforce any provision of this License.

34. **APPLICABLE LAW, SEVERABILITY AND CONSTRUCTION.** This License 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 License shall not effect or impair any other provision. The captions and section numbers appearing in this License 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 License.

35. **ENTIRE AGREEMENT AND PROVISIONS BINDING; TERMINATION OF PRIOR LICENSE AGREEMENT.** This License and any attached or incorporated items or exhibits set forth all of the covenants, promises, agreements, conditions and understandings between the parties concerning this License, 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 License 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 enure to the benefit of the respective successors and assigns of the parties. Each agreement, term and provision of this License to be performed by the parties shall be construed to be both a covenant and a condition. This provision does not constitute consent to the assignment of this License by LICENSEE, but as reference only to those instances in which COUNTY may have given written consent to a particular assignment; and LICENSEE shall have no right to assign, transfer or encumber this License except as specifically provided for in this License. The License Agreement between

COUNTY and LICENSEE executed as of April 15, 2003, is hereby terminated and all matters addressed therein shall be governed solely by this License and the exhibits hereto.

36. **MUTUAL COOPERATION.** Nothing herein shall require or prohibit COUNTY and LICENSEE from entering into additional agreements with respect to the licensed PROPERTY or permitting LICENSEE to use COUNTY's abutting property or additional support, assistance or programs of cooperation between the parties, provided that no such action or agreement, whether written or oral, shall alter or be deemed to alter this License unless reduced to writing signed by both parties and specifically stating that the instrument is an addendum to or a part of the License.

37. **NO GENERAL OBLIGATION.** The obligations of the COUNTY set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the COUNTY or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

IN WITNESS WHEREOF, the COUNTY has caused this License to be duly executed on the date herein below set forth.

[signature page to follow]

EAST MANATEE YOUTH FOOTBALL
ASSOCIATION, INC.

By: [Signature]

Print: Kendall Brown

Title: President

Date: 11/8/10

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By: [Signature]
Chairman

Date: December 14, 2010

ATTEST: R. B. SHORE,
CLERK OF THE CIRCUIT COURT

By: [Signature]
Deputy Clerk



Exhibit A -Property Description
Exhibit B - Project Site Plan
Exhibit C - Program Description
Exhibit D - Applications for Payment Form

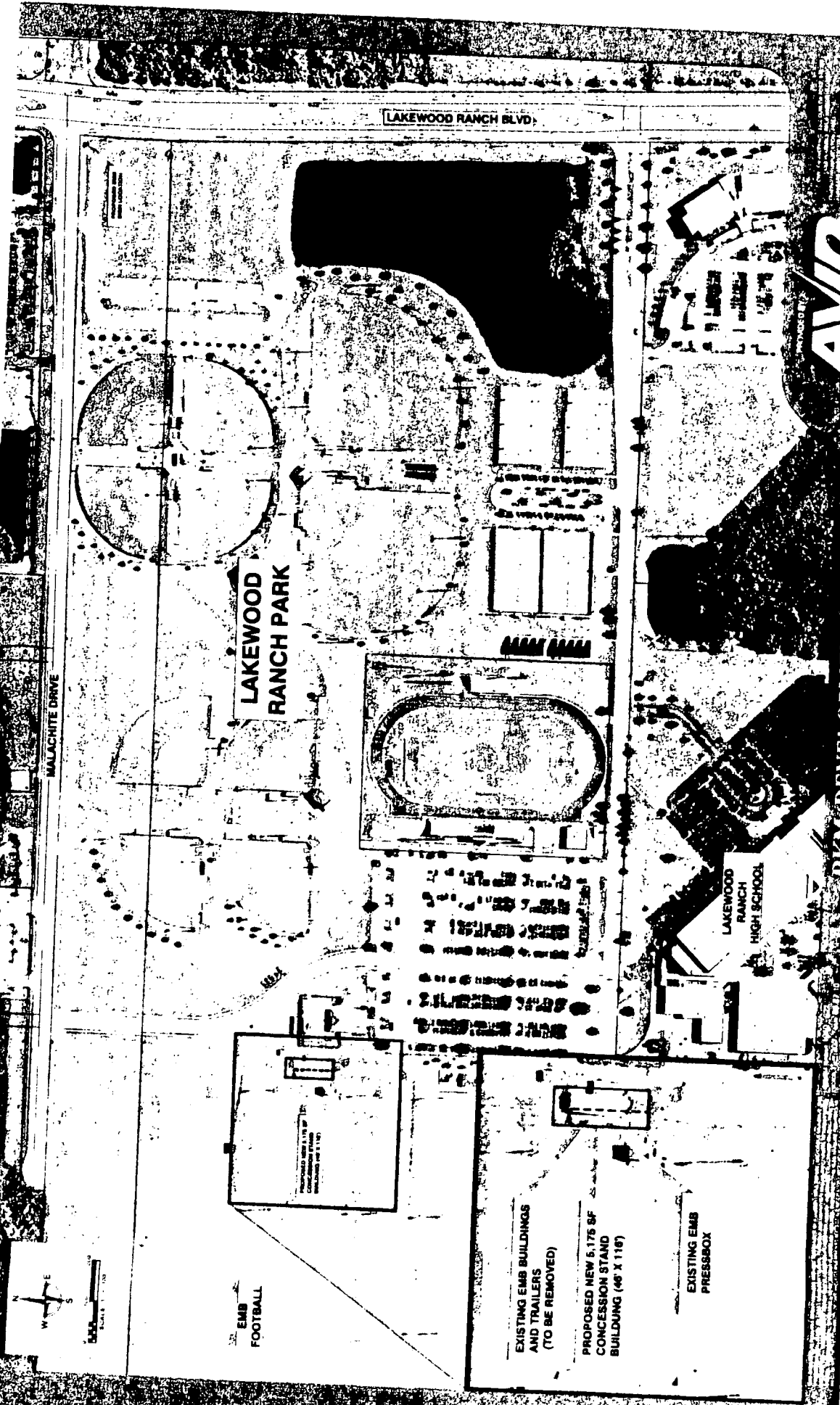
EXHIBIT A - Property Description

Legal Description for Parcel ID#5835.0225/7

COM AT THE SW COR OF THE N1/2 OF SEC 17, SAME BEING THE SE COR OF THE N1/2 OF SEC 18; TH S 89 DEG 34 MIN 4 SEC E, ALG THE SLY LN OF THE N1/2 OF SD SEC 17, A DIST OF 187.55 FT, TO THE INT WITH THE WLY R/W OF LAKEWOOD RANCH BLVD (FORMERLY UPPER MANATEE RIVER RD EXT0, A 120 FT WIDE PUBLIC R/W AS DESC & REC IN OR 1429 P 3703, SD PT BEING ON THE ARC OF A CURVE WHOSE RAD PT LIES N 63 DEG 58 MIN 46 SEC E, 2310 FT; TH RUN NWLY, ALG SD WLY R/W & THE ARC OF SD CURVE THRU A C/A OF 23 DEG 42 MIN 37 SEC, A DIST OF 955.93 FT TO THE P.T. OF SD CURVE; TH N 02 DEG 18 MIN 37 SEC W, ALG SD WLY R/W, A DIST OF 1036.13 FT FOR A POB; TH CONT N 02 DEG 18 MIN 37 SEC W, ALG SD WLY R/W, A DIST OF 700.07 FT TO THE INT WITH THE COMMON SEC LN TO SECS 7 & 18, SD PT LYING N 88 DEG 45 MIN 31 SEC W, 141.64 FT FROM THE SEC COR COMMON TO SD SEC 7 & 18; TH CONT N 02 DEG 18 MIN 37 SEC W; ALG SD WLY R/W, A DIST OF 339.27 FT TO THE P.C. OF A CURVE CONCAVE TO THE E, HAVING A RAD OF 4060 FT; TH RUN NLY ALG SD WLY R/W AND THE ARC OF SD CURVE, THROUGH A C/A OF 01 DEG 48 MIN 06 SEC, A DIST OF 127.66 FT; TH N 89 DEG 57 MIN 17 SEC W, 3224.65 FT; TH S 00 DEG 21 MIN 15 SEC E, 381.67 FT; TH S 01 DEG 09 MIN 22 SEC W, A DIST OF 17.31 FT TO THE INT WITH THE SEC LN COMMON TO SD SEC 7 & 18; TH CONT S 01 DEG 09 MN 22 SEC W, 1785.87 FT; TH S 46 DEG 09 MIN 22 SEC W, A DIST OF 300.68 FT TO THE INT WITH THE NLY LN OF THAT CERTAIN PARCEL OF LAND DESC & REC IN OR 1444 P 4800; TH S 88 DEG 34 MIN 21 SEC E, ALG THE NLY LN OF SD CERTAIN PARCEL, A DIST OF 112.61 FT TO THE NE COR OF SD CERTAIN PARCEL; TH S 01 DEG 09 MIN 22 SEC W, ALG THE ELY LN OF SD CERTAIN PARCEL, A DIST OF 640.01 FT TO THE INT WITH THE SLY LN OF THE N1/2 OF SD SEC 18, SAME BEING THE NLY LN OF BRADEN PINES SUB UNIT TWO, A SUB REC IN PB 20 P 111-115; TH S 88 DEG 34 MIN 21 SEC E, ALG SD SLY LN (SAME BEING THE NLY LN OF SD BRADEN PINES SUB, UNIT TWO), 882.79 FT; TH N 61 DEG 01 MIN 53 SEC E, 659.77 FT; TH N 22 DEG 21 MIN 48 SEC E, 117.72 FT; TH N 04 DEG 57 MIN 40 SEC E, 187.87 FT; TH N 28 DEG 51 MIN 29 SEC W, 169.02 FT; TH N 53 DEG 08 MIN 19 SEC W, 140.53 FT; TH N 00 DEG 02 MIN 07 SEC E, 56.10 FT; TH N 54 DEG 00 MIN 19 SEC W, 246.98 FT; TH N 02 DEG 39 MIN 51 SEC E, 842.29 FT; TH S 89 DEG 57 MIN 17 SEC E, 2254.79 FT TO THE POB; LESS: COM AT THE SW COR OF THE N1/2 OF SEC 17, SAME BEING THE SE COR OF THE N1/2 OF SEC 18; TH S 89 DEG 34 MIN 40 SEC E, ALG TE SLY LN OF THE N1/2 OF THE SEC 17, A DIST OF 187.55 FT TO THE INT WITH THE WLY R/W OF LAKEWOOD RANCH BLVD (FORMERLY UPPER MANATEE RIVER RD EXT), A 120 FT WIDE PUBLIC R/W AS DESC & REC IN OR 1429 P 3703, SD PT BEING ON THE ARC OF A CURVE WHOSE RAD PT LIES N 63 DEG 58 MIN 46 SEC E, 2310 FT; TH RUN NWLY, ALG SD WLY R/W AND THE ARC OF SD CURVE; TH A C/A OF 23 DEG 42 MIN 37 SEC, A DIST OF 955.93 FT TO THE P.T. OF SD CURVE; TH N 02 DEG 18 MIN 37 SEC W, ALG SD WLY R/W, 1036.13 FT; TH N 89 DEG 57 MIN 17 SEC W, 1275 FT; TH N 00 DEG 02 MN 43 SEC E, 50 FT TO THE POB; TH CONT N 00 DEG 02 MIN 43 SEC E, 600 FT; TH N 89 MIN 17 SEC W, 479 FT; TH S 00 DEG 02 MIN 43 SEC W, 600 FT; TH S 89 DEG 57 MIN 17 SEC E, A DIST OF 479 FT TO THE POB.(1498/4383) PI#5835.0225/7

EXHIBIT B SITE PLAN

EAST MANATEE BULLDOGS
NEW CONCESSION STAND



LAKWOOD RANCH PARK

LAKWOOD RANCH HIGH SCHOOL

EMB FOOTBALL

EXISTING EMB BUILDINGS AND TRAILERS (TO BE REMOVED)

PROPOSED NEW 5,176 SF CONCESSION STAND BUILDING (46' X 116')

EXISTING EMS PRESSBOX

AVID
GROUP

ARKM DEVELOPMENT CORP.

EXHIBIT C

LICENSEE'S PROGRAM

LICENSEE shall use the PROPERTY for the purpose of operating and maintaining a concession sales operation, storing football league equipment and concession equipment and supplies, a press box and a league office, subject to the conditions and limitations in the License and the following limitations and restrictions:

1. By August 1 of each year, beginning August 1, 2011, LICENSEE shall submit to the COUNTY a program showing generally the contemplated activities for the COUNTY fiscal year (beginning October 1 and ending 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. To implement the provisions of Paragraph 20.g. related to the use of the facility, LICENSEE shall advise the Director of LICENSEE's schedule of events and activities for the upcoming year and ascertain COUNTY's needs to include in LICENSEE's program. LICENSEE's schedule shall be submitted prior to August 1 of each year. COUNTY's designee shall provide information on COUNTY's needs prior to September 1 of each year.
3. During the term of this License, LICENSEE shall have exclusive control over the storage area shown on Exhibit B. The storage area shall be used solely for the storage of equipment and supplies for the football league and the concession area.
4. LICENSEE shall include in its annual report a record of fees and charges imposed by LICENSEE 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 such activities and uses on the PROPERTY.
5. In acknowledgment of the fact that the License is a license of public property in accordance with Section 125.38, Florida Statutes, and that the PROPERTY may only be used to serve and promote 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. LICENSEE shall not be held in default or violation of the provisions of the License pertaining to LICENSEE's PROGRAM unless the Board of County Commissioners has in writing advised LICENSEE 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.
6. 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.

7. 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 License is subject to sales taxes shall be considered in violation of the requirements imposed upon LICENSEE in the operation of its PROGRAM.
8. The granting of the rights to use the PROPERTY or facilities to governmental and non-profit community groups pursuant to a fee schedule and 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 the License. Any fee schedule shall not exceed the cost to LICENSEE arising from such use and a reasonable assessment for a pro rata share of the costs for repairs and replacement of LICENSEE's facilities.
9. The PROPERTY and LICENSEE's PROGRAM shall be subject to the ordinances, policies and regulations of Manatee County pertaining to County parks, including Lakewood Ranch Park.
10. LICENSEE is expected to maximize use of the PROPERTY for the community benefit and COUNTY reserves the right to use the PROPERTY for COUNTY purposes when not in use for the primary purpose.
11. LICENSEE shall conduct its operations and activities in accordance with LICENSEE's charter and by-laws
12. It shall be the responsibility of LICENSEE to assure compliance with all OSHA, EPA, and/or other federal, state, or local rules that pertain to workers and to the operation of the concessions. The LICENSEE, volunteer workers, or employees of the LICENSEE are not employees of Manatee County.

EXHIBIT D

APPLICATION FOR PAYMENT

Request No: 1 Project No.: 6004518

Purchase Order No.: _____

Project: Lakewood Ranch Football Concession
 From: _____ To: _____

County Bid No.: _____
 Consultant: _____

CONTRACT PAYMENT SUMMARY

Original Contract Amount:				
Change Order(s):				\$ -
Change order summary				
Number	Date Approved	Additive	Deductive	
SUBTOTALS:		\$ -	\$ -	
Net change order subtotal (Additive less Deductive):				\$ -
Current Contract Amount (CCA): (Original Amount + Change Order(s))				\$ -
	Previous Status	Total WIP		
Value of the Work in Place (WIP)	\$ -	\$ -		
Value of Stored Materials	\$ -	\$ -		
Total Earned (\$ and % of CCA)	\$ -			#DIV/0!
Retainage (\$ and % of CCA)	\$ -	\$ -		2.50%
Net Earned (Total earned minus retainage)				\$ -
TOTAL PREVIOUS PAYMENTS				\$ -
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)				\$ -

CONTRACTOR'S AFFIDAVIT OF NOTICE

CERTIFICATE. The undersigned CONTRACTOR certifies that all items and amounts shown on this Application for Payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the Amount Due this Payment shown is now due.

NOTARY:

CONTRACTOR:

State of Florida, County of _____

 Name of person authorized to sign Affidavit of Notice

Sworn to (or affirmed) and subscribed before me
 this _____ day of _____ by

 TITLE

 (Name of person giving notice)

 Contractor name, address and telephone no

 (Signature of Notary Public - State of Florida)

Print, Type or Stamp Commissioned Name of
 Notary Public:

Personally Known _____ or Produced Identification _____
 Type of Identification Produced: _____

VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS

(Signatures)

(Date)

Quantities verified by: _____

Consultant/Engineer: _____

Project Manager: _____

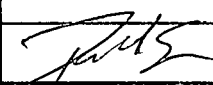
Department Head: _____

Charlie Bishop, Director, Property Management Dept

Payment approved by the
 Board of County Commissioners _____

Attested to by the Clerk of Circuit Court: _____

MANATEE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT	Resolution R-10-243 - License Agreement Between Manatee County and East Manatee Youth Football Association, Inc.	TYPE AGENDA ITEM	Consent
DATE REQUESTED	December 14, 2010	DATE SUBMITTED/REVISED	December 2, 2010
BRIEFINGS? Who?	None	CONSEQUENCES IF DEFERRED	Will delay construction of the building
DEPARTMENT/DIVISION	Parks and Recreation/ Administration	AUTHORIZED BY TITLE	Cindy Turner <i>AVA</i> Director <i>A.C.T.</i>
CONTACT PERSON TELEPHONE/EXTENSION	Mike Whelan / x6005 Cynthia Gray / x6002	PRESENTER/TITLE TELEPHONE/EXTENSION	Mike Whelan / Program/Policy Coordinator x6005
ADMINISTRATIVE APPROVAL			

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

Adoption of Resolution R-10-243 authorizing the construction of a combination building, which will include concession services, offices, meeting rooms, storage area and restrooms, by the East Manatee Youth Football Association (Bulldogs) at Lakewood Ranch Park; and, authorization for the Chairman to execute the associated License Agreement.

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

(10.1.4) - Maximization of Private Sector Assistance in Providing Recreational Opportunities to Meet Current Demands

BACKGROUND/DISCUSSION

In March of 2009, the Parks and Recreation Department submitted its Capital Improvement Program (CIP) list, which included \$100,000 earmarked for the construction of a football concessions facility and affirmed that additional funds for this project would be provided through a partnership with the league.

- 9/15/09 – BOCC adopted the FY09 - 10 Manatee County Budget which included the allocation of funds for the design, construction and construction management of a new Lakewood Ranch Park football concessions building. A new concessions building is necessary because they currently use a portable unit for concessions which is inadequate and has no storage.
- 11/29/09 – East Manatee Youth Football Association (EMYFA) sent a letter (attached) to the Manatee County Parks and Recreation Department, expressing their desire to partner with the County in building a new multi-purpose concessions building. The league's letter recognizes that the Parks and Recreation Department earmarked \$100,000 towards this project in the Parks CIP and further states that the league will be responsible for all costs incurred above that amount. The EMYFA letter states that construction will take three to four months.
- 2/04/10 – In a follow-up letter (attached) from Association President, Brown, EMYFA will remove the existing wood deck and trailer, currently used for concessions, within two weeks of issuance of building permits for constructing the new building. The Association also asks that permission be given for a small storage building on-site during construction to hold construction materials. This structure will be removed upon issuance of a Certificate of Occupancy. Meeting space will be made available for Parks and Recreation Department staff to conduct meetings, if desired.
- Parks and Recreation Department staff worked with the league and the County Attorney's Office to draft an agreement to allow for the following:
 - The County will provide funds capped at, and up to, \$100,000 of CIP funds, provided the improvements are completed according to the Scope of Work.
 - The County will have approval of final construction plans and may choose to require Performance Bonds, securing the completion of the improvements.

- The County will pay the Licensee for construction costs based on invoices, submitted periodically by the League, and pursuant to the approved plans and budget.
- The League will hire Licensed, contractors or subcontractors and stipulates that the league is responsible for the payments due to such contractors and subcontractors, as well as the costs of all permits required.
- Ownership of the building will be vested with the County immediately upon receipt of a Certificate of Occupancy and the League will be responsible for operating the building for a minimum of 10 years with an option of extending the License Agreement for four additional five year periods.
- The League will pay for all utilities.
- The League will be responsible for all maintenance, service and inspections and shall see that a qualified, licensed contractor does the inspections and any resulting maintenance in compliance with manufacturer guidelines, and state and local laws.
- The League is required to maintain all records of all maintenance and inspections completed.
- The Licensee will indemnify the County against lose and maintain General Liability Insurance for not less than \$500,000 for the duration of the license.
- Should the agreement be terminated prematurely by the County, compensation of the Licensee's known cash investment, up to \$83,619 will be divided by the number of years of the License Agreement, the product of which will be multiplied by remaining number of years left for the License Agreement and paid to the Licensee.
- The Property Management Department will exercise oversight of this construction project and approve all invoices for payment, on behalf of the County.
- There will be no impact on park activities as this will support the improvements at Lakewood Ranch Park.

COUNTY ATTORNEY REVIEW	
Check appropriate box	
<input checked="" type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Available from Attorney (Attorney's initials: WC)
<input 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

APPROVED IN OPEN SESSION

 DEC 14 2010
 BOARD OF COUNTY COMMISSIONERS
 MANATEE COUNTY, FLORIDA

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:				
<ul style="list-style-type: none"> • Initial Request Letter from Kendall Brown, President East Manatee Youth Football Association, dated November 29, 2009 • Follow-up Letter from K. Brown, dated February 4, 2010 • Resolution R-10-243 • License Agreement (Two signed copies) • Exhibits A - Site map • B - Building Plans • C - Program 	Please forward an approved copy of the Agenda and one signed original License Agreement to Cynthia Gray, Parks and Recreation Department. <div style="text-align: right; font-size: 1.2em;">12/16/10 v9</div>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">COST:</td> <td style="border: none;">\$100,000 Parks CIP Funds \$ 83,619 League Contribution</td> </tr> </table>	COST:	\$100,000 Parks CIP Funds \$ 83,619 League Contribution	<table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">SOURCE (ACCT # & NAME):</td> <td style="border: none;">Parks Capital Improvement Funds (CIP) Parks Impact Fees District D</td> </tr> </table>	SOURCE (ACCT # & NAME):	Parks Capital Improvement Funds (CIP) Parks Impact Fees District D
COST:	\$100,000 Parks CIP Funds \$ 83,619 League Contribution				
SOURCE (ACCT # & NAME):	Parks Capital Improvement Funds (CIP) Parks Impact Fees District D				
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">COMMENTS:</td> <td style="border: none;">NONE</td> </tr> </table>	COMMENTS:	NONE	<table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)</td> <td style="border: none;">N/A</td> </tr> </table>	AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A
COMMENTS:	NONE				
AMT./FREQ. OF RECURRING COSTS: (ATTACH FISCAL IMPACT STATEMENT)	N/A				



East Manatee Youth Football Association

P.O. Box 21091 • Bradenton, Florida 34203-1091

November 29, 2009

Carolyn Angiolillo
Manatee County Parks & Recreation Department
5502 33rd Avenue Drive West
Bradenton, FL 34209

Dear Carolyn Angiolillo,

This letter is to inform the county of Manatee the intentions of the East Manatee Youth Football Association in regards to the new building. Pending approval by the County Commission during the December 15 meeting of the committed county funding of \$100,000 toward the new building.

Once notified in writing of the commission approval, EMYFA will acquire a construction loan. The loan will cover the entire cost of the building. The loan will be acquired with the county commitment letter in hand. The balance of the loan over and above the committed \$100,000 will be covered by the EMYFA. The building permits will be pulled by the contractor (Travis Hill – a licensed and insured commercial contractor) within two weeks of the construction loan. EMYFA will have the current wood deck and trailer removed from site within two weeks of the permits being acquired. The building is estimated to take three to four months to build. This will put the Certificate of Occupancy at March or April of 2010.

The building will have a concession stand, merchandise stand, storage areas, a large meeting area, offices, and bathrooms. There will be a designated office for the county Parks & Recreation department to utilize. The building can also be used as a meeting area for the Parks & Recreation Department to utilize to hold meetings with the east associations.

We understand that upon completion, the county will own the building with the EMYFA leasing it out as its tenant for one dollar a year for the next 99 years. The EMYFA is a 501c not for profit organization. The accompanying paperwork and building plans by Final Draft should complete and comply with your requests.

Sincerely,

Kendall Brown
President
East Manatee Youth Football Association

EAST MANATEE BULLDOGS

FLAG FOOTBALL • TACKLE FOOTBALL • CHEERLEADING



East Manatee Youth Football Association

P.O. Box 21091 • Bradenton, Florida 34208-1091

February 4, 2010

Cindy Turner
Manatee County Parks & Recreation Department
5502 33rd Avenue Drive West
Bradenton, FL 34209

Dear Cindy,

This letter is to inform the Parks and Recreations Department of Manatee County of the intentions of the East Manatee Youth Football Association in regards to the new building. The building plans already submitted shows an exterior architectural design to stay consistent with the other facilities on site.

Once notified in writing of the commission approval for the county funds commitment of \$100,000, EMYFA will acquire a construction loan. The loan will cover the entire cost of the building. The loan will be acquired with the county commitment letter in hand. The building permits will be pulled by the contractor (Travis Hill – a licensed and insured commercial contractor) within two weeks of the construction loan. EMYFA will have the current wood deck and trailer removed from site upon the permit being acquired. The building is estimated to take three to four months to build. This will put the Certificate of Occupancy at July of 2010.

The building will have a concession stand, merchandise stand, storage areas, a large meeting area, offices, and bathrooms. Note that the building and especially the bathrooms will be maintained by EMYFA. The building can also be used as a meeting area by the Parks & Recreation Department to hold meetings with the east county associations. Manatee County will ultimately decide the right of usage for the facility. It is also understood that other community organizations may, from time to time, have use of the building, when not in use by the EMYFA. In these cases, there will be a reasonable rental fee imposed by EMYFA and approved by the county.

The EMYFA Board of Directors understands that the league is responsible for any and all construction costs over the \$100,000 funding from Manatee County. We also understand that upon completion, the county will own the building with the EMYFA leasing it out in five year increments with no lease fee being required by Manatee County.

Per your February 1 letter to Christian Oberlin, you already possess the stamped plans and contractor information.

EMYFA currently is and will continue to be a 501c not for profit organization.

We would like to also confirm, per our meeting with Carolyn Angiolillo and Janet Reva that the league will be able to temporarily drop a storage container on site while construction of the building takes place. The container will be removed from site as soon as the certificate of occupancy is obtained on the new building.

EAST MANATEE BULLDOGS

FLAG FOOTBALL • TACKLE FOOTBALL • CHEERLEADING

February 9, 2010

The EMYFA Board of Directors looks forward to the completion of this joint project between EMYFA and Manatee County. Our next main season starts on August 1, 2010, with preparations for that season beginning several weeks before that date. With that date being just under five months away, we ask that the funding approval paperwork be given the attention it deserves as we have already lost two months since our original letter. Also, the current trailer and deck in place are starting to develop safety concerns. The league would rather use all available funding toward the construction of the new building rather than investing heavily in repairs to the current trailer and decking. When they are soon to be replaced.

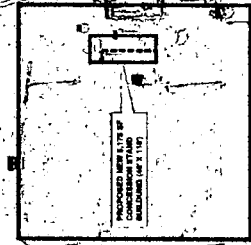
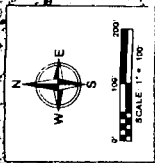
Sincerely,

A handwritten signature in black ink, appearing to read 'Kendall Brown', is written over a horizontal line. The signature is stylized and cursive.

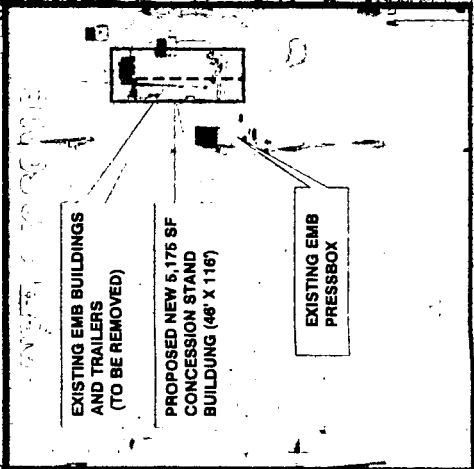
Kendall Brown
President
East Manatee Youth Football Association

CONCEPT PLAN "A"

EAST MANATEE BUILDINGS
NEW CONCESSION STAND



EMB
FOOTBALL



EXISTING EMB BUILDINGS
AND TRAILERS
(TO BE REMOVED)

PROPOSED NEW 5,175 SF
CONCESSION STAND
BUILDING (48' X 116')

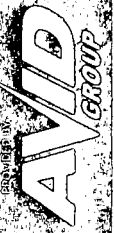
EXISTING EMB
PRESSBOX

LAKWOOD
RANCH PARK

LAKWOOD RANCH BLVD

MALACHITE DRIVE

LAKWOOD
RANCH
HIGH SCHOOL



RKM DEVELOPMENT CORP

EXHIBIT C

LICENSEE'S PROGRAM

LICENSEE shall use the PROPERTY for the purpose of operating and maintaining a concession sales operation, storing football league equipment and concession equipment and supplies, a press box and a league office, subject to the conditions and limitations in the License and the following limitations and restrictions:

1. By August 1 of each year, beginning August 1, 2011, LICENSEE shall submit to the COUNTY a program showing generally the contemplated activities for the COUNTY fiscal year (beginning October 1 and ending 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. To implement the provisions of Paragraph 20.g. related to the use of the facility, LICENSEE shall advise the Director of LICENSEE's schedule of events and activities for the upcoming year and ascertain COUNTY's needs to include in LICENSEE's program. LICENSEE's schedule shall be submitted prior to August 1 of each year. COUNTY's designee shall provide information on COUNTY's needs prior to September 1 of each year.
3. During the term of this License, LICENSEE shall have exclusive control over the storage area shown on Exhibit B. The storage area shall be used solely for the storage of equipment and supplies for the football league and the concession area.
4. LICENSEE shall include in its annual report a record of fees and charges imposed by LICENSEE 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 such activities and uses on the PROPERTY.
5. In acknowledgment of the fact that the License is a license of public property in accordance with Section 125.38, Florida Statutes, and that the PROPERTY may only be used to serve and promote 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. LICENSEE shall not be held in default or violation of the provisions of the License pertaining to LICENSEE's PROGRAM unless the Board of County Commissioners has in writing advised LICENSEE 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.
6. 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.

7. 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 License is subject to sales taxes shall be considered in violation of the requirements imposed upon LICENSEE in the operation of its PROGRAM.
8. The granting of the rights to use the PROPERTY or facilities to governmental and non-profit community groups pursuant to a fee schedule and 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 the License. Any fee schedule shall not exceed the cost to LICENSEE arising from such use and a reasonable assessment for a pro rata share of the costs for repairs and replacement of LICENSEE's facilities.
9. The PROPERTY and LICENSEE's PROGRAM shall be subject to the ordinances, policies and regulations of Manatee County pertaining to County parks, including Lakewood Ranch Park.
10. LICENSEE is expected to maximize use of the PROPERTY for the community benefit and COUNTY reserves the right to use the PROPERTY for COUNTY purposes when not in use for the primary purpose.
11. LICENSEE shall conduct its operations and activities in accordance with LICENSEE's charter and by-laws
12. It shall be the responsibility of LICENSEE to assure compliance with all OSHA, EPA, and/or other federal, state, or local rules that pertain to workers and to the operation of the concessions. The LICENSEE, volunteer workers, or employees of the LICENSEE are not employees of Manatee County.

SPECIFICATIONS AND DESIGN PARAMETERS

BRICKS
1. ALL BRICKS SHALL BE FULL BODY, F.W. ACTUAL, REJECTS THAT MAY BE DUE TO TYPE...

CEILING
1. ALL CEILING SHALL BE CONCRETE OR GYPSUM BOARD WITH FINISH AS NOTED...

CONNECTIONS
1. ALL CONNECTIONS SHALL BE MADE AS SHOWN ON DRAWINGS...

DOORS
1. ALL DOORS SHALL BE 2 1/4" MINIMUM CLEARANCE AT TOP AND BOTTOM...

ELECTRICAL
1. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE...

FOUNDATION
1. FOUNDATION SHALL BE CONCRETE ON GRADE UNLESS OTHERWISE NOTED...

GLAZING
1. ALL GLAZING SHALL BE INSTALLED IN ACCORDANCE WITH THE MANATEE COUNTY BUILDING CODE...

ROOFING
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WALLS
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Table with columns: SHT. NO., DESCRIPTION, COVER SHEET

DRAWING REVISION
Table with columns: REV. DATE, DESCRIPTION

DESIGN CRITERIA
Table with columns: AREA, HEIGHT, BUILDING AREA

ARCHITECT'S PROFESSIONAL STATEMENT
I, the undersigned, being a duly Licensed Professional Engineer in the State of Florida...

ABBREVIATIONS
Table listing various abbreviations and their meanings.

WALL LEGEND
Table listing wall types and their construction details.

SYMBOLS
Table listing symbols for various construction elements and their corresponding drawings.

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OSBORN SHARP ASSOCIATES
Architecture Planning Engineers Energy Management
2477 Seabury Point Road, Suite 114A, Sarasota, FL 34231

W.T. Osborn
AR-0006998

EAST MANATEE BUILDINGS
A NEW CONCESSION STAND FOR
5350 LAKEWOOD RANCH BLVD
HRADENTON, FL 34202
MANATEE COUNTY

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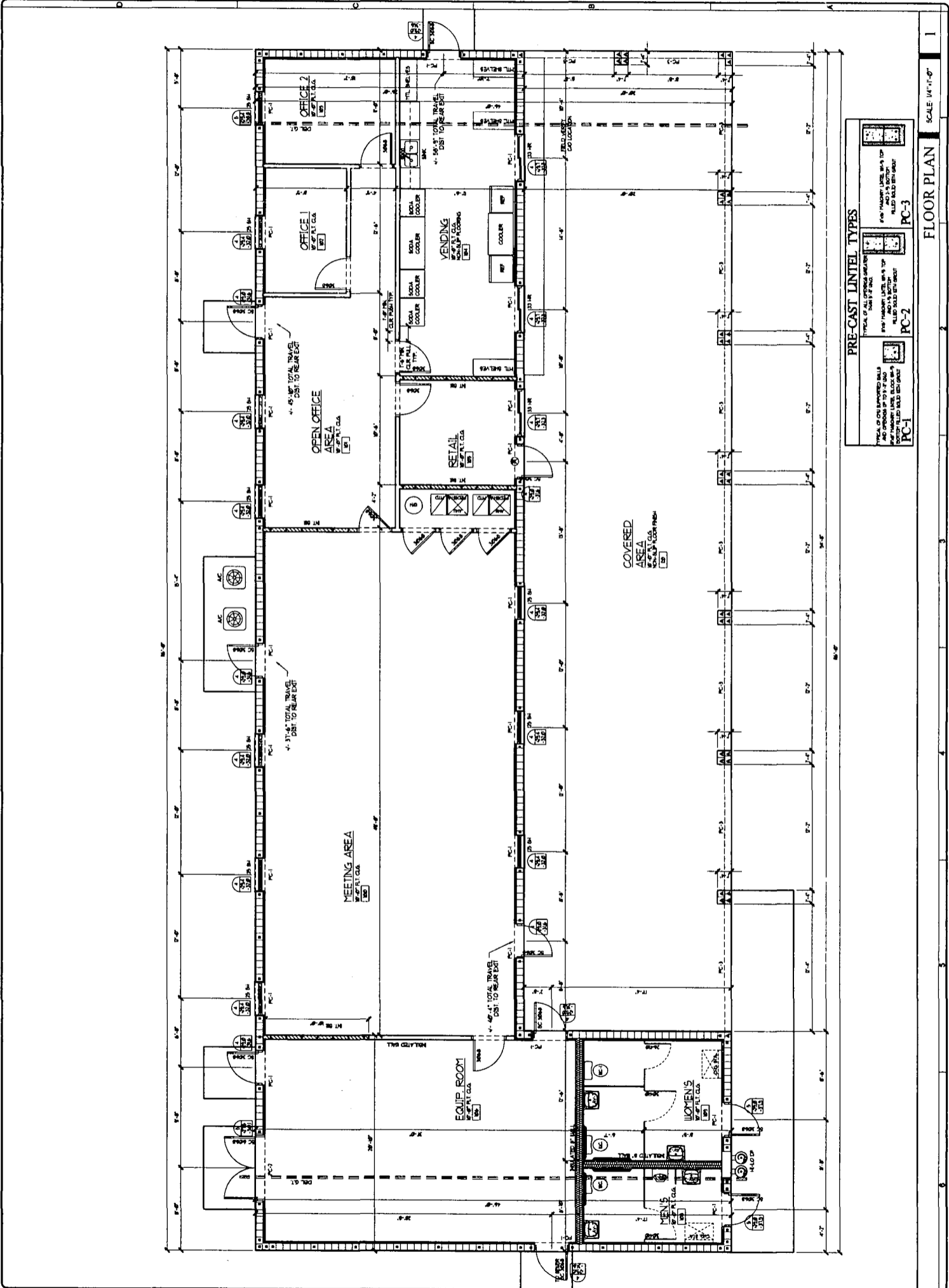
OSBORN SHARP ASSOCIATES
 Architecture Planning Interiors Energy Management
 2477 Sudoney Point Road, Suite 114A, Sarasota, FL 34231
 Phone 941.922.5666 Fax 941.924.9820
 E-mail ossa@oswa.com AA-F-00073

W.T. Osborn
 AF-0006988

A NEW CONCESSION STAND FOR
EAST MANATEE BUILDINGS
 5350 LAKEWOOD RANCH BLVD
 BRADENTON, FL 34202
 MANATEE COUNTY

DRAWN: PCH
 DATE: 08-18-08
 REVISION: B PCH 08-23-08
 SCALE: AS SHOWN
 SHEET NO: 200003

SHEET
A1.0
 © COPYRIGHT 2008



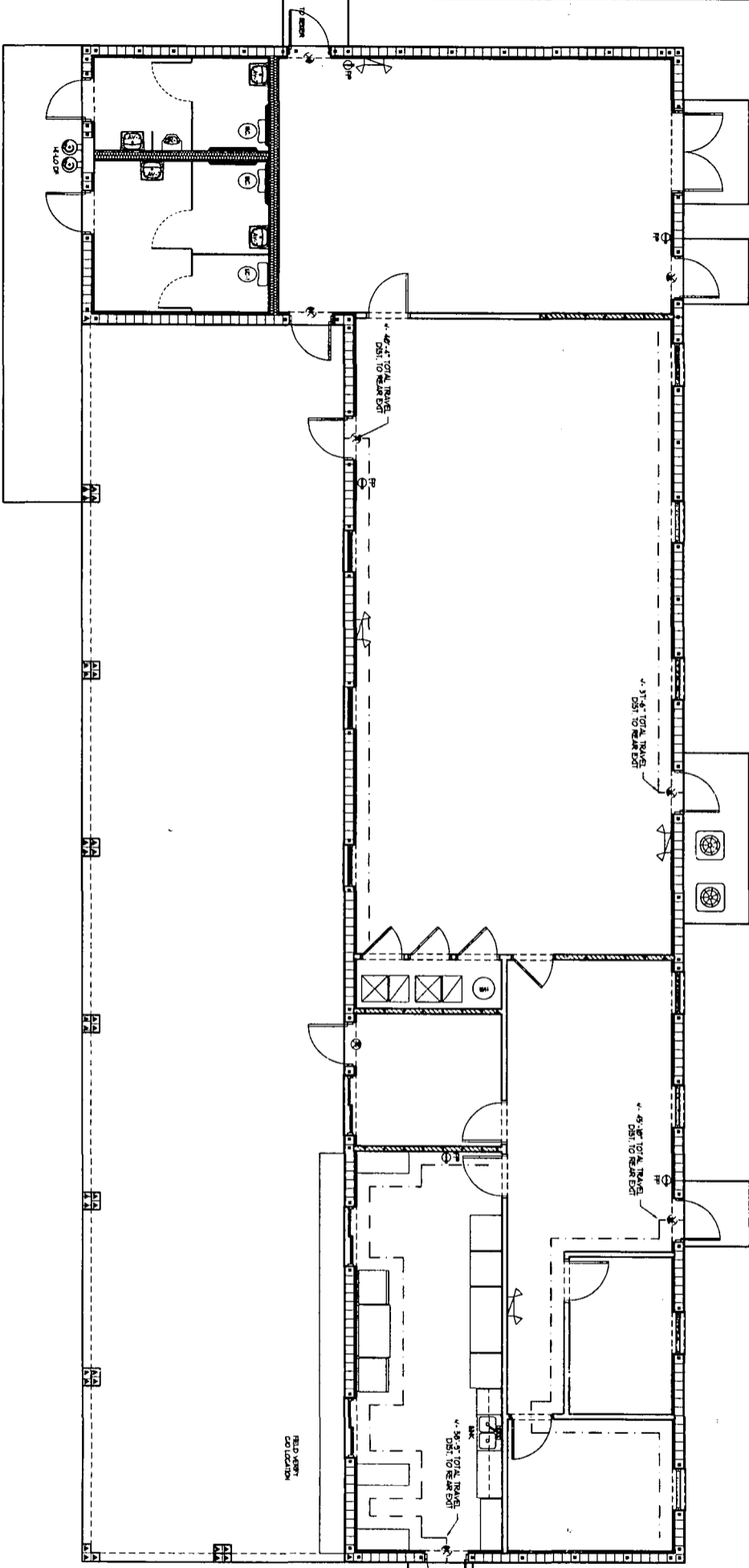
PRE-CAST LINTEL TYPES

PC-1
 TYPICAL OF ALL OPENINGS

PC-2
 TYPICAL OF OPENINGS WITH 100% PRECAST LINTEL

PC-3
 TYPICAL OF OPENINGS WITH 100% PRECAST LINTEL AND 100% PRECAST BLOCK WALLS

SCALE: 1/4" = 1'-0"
 FLOOR PLAN



LIFE SAFETY PLAN

SCALE 1/4"=1'-0"

A1.1

SHEET

A NEW CONCESSION STAND FOR:

EAST MANATEE BULLDOGS

5350 LAKEWOOD RANCH BLVD
BRADENTON, FL. 34202
MANATEE COUNTY

W.T. Osborn
AR-0006998

OSBORN SHARP ASSOCIATES



Architecture Planning Interiors Energy Management
2477 Stoney Point Road, Suite 114A, Sarasota, FL 34231
Phone 941.922.5666 Fax 941.924.9820
E-mail osa@osol.com

AA-F000073

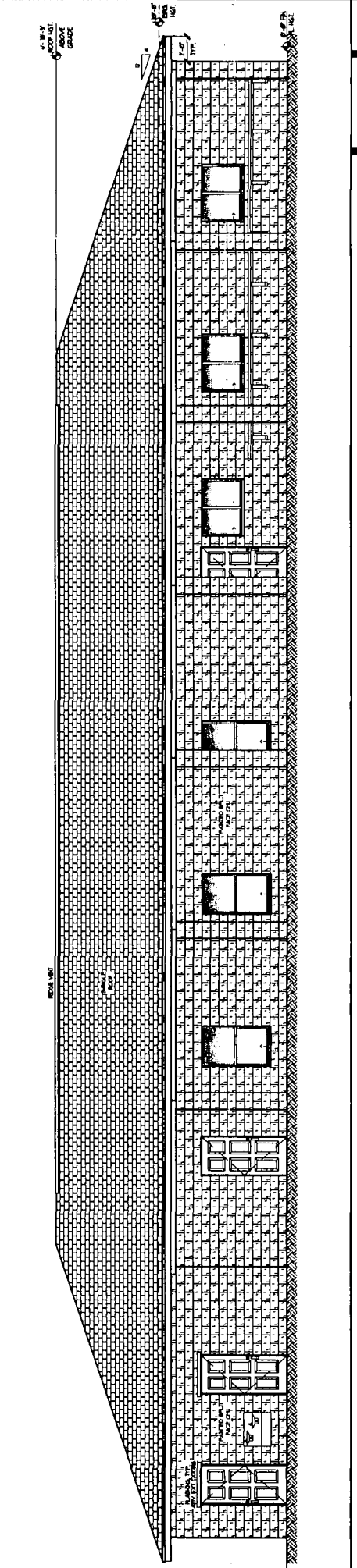
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DRAWN BY	CP-PR
CHECKED BY	CP-PR
SCALE	AS SHOWN
PROJECT NO.	06-0003

EAST MANATEE BULLDOGS
 5350 LAKEWOOD RANCH BLVD
 BRAENTON, FL 34202
 MANATEE COUNTY
 A NEW CONCESSION STAND FOR:

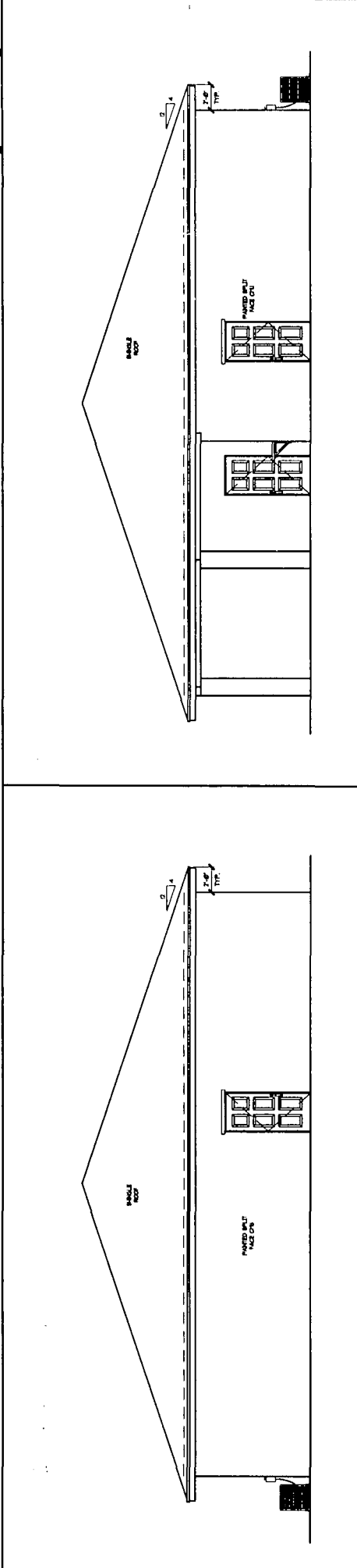
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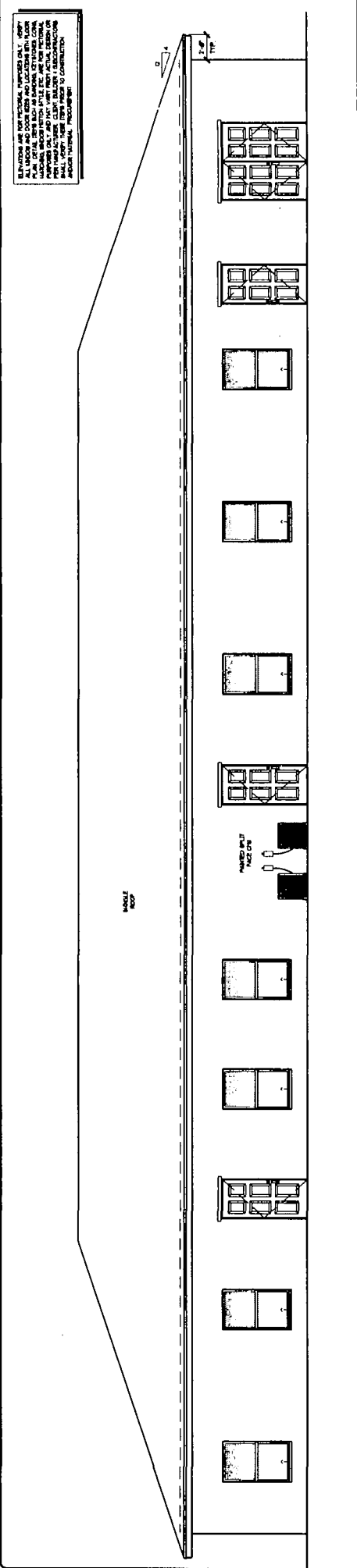
FRONT ELEVATION SCALE 1/4"=1'-0"



RIGHT ELEVATION SCALE 1/4"=1'-0"



LEFT ELEVATION SCALE 1/4"=1'-0"



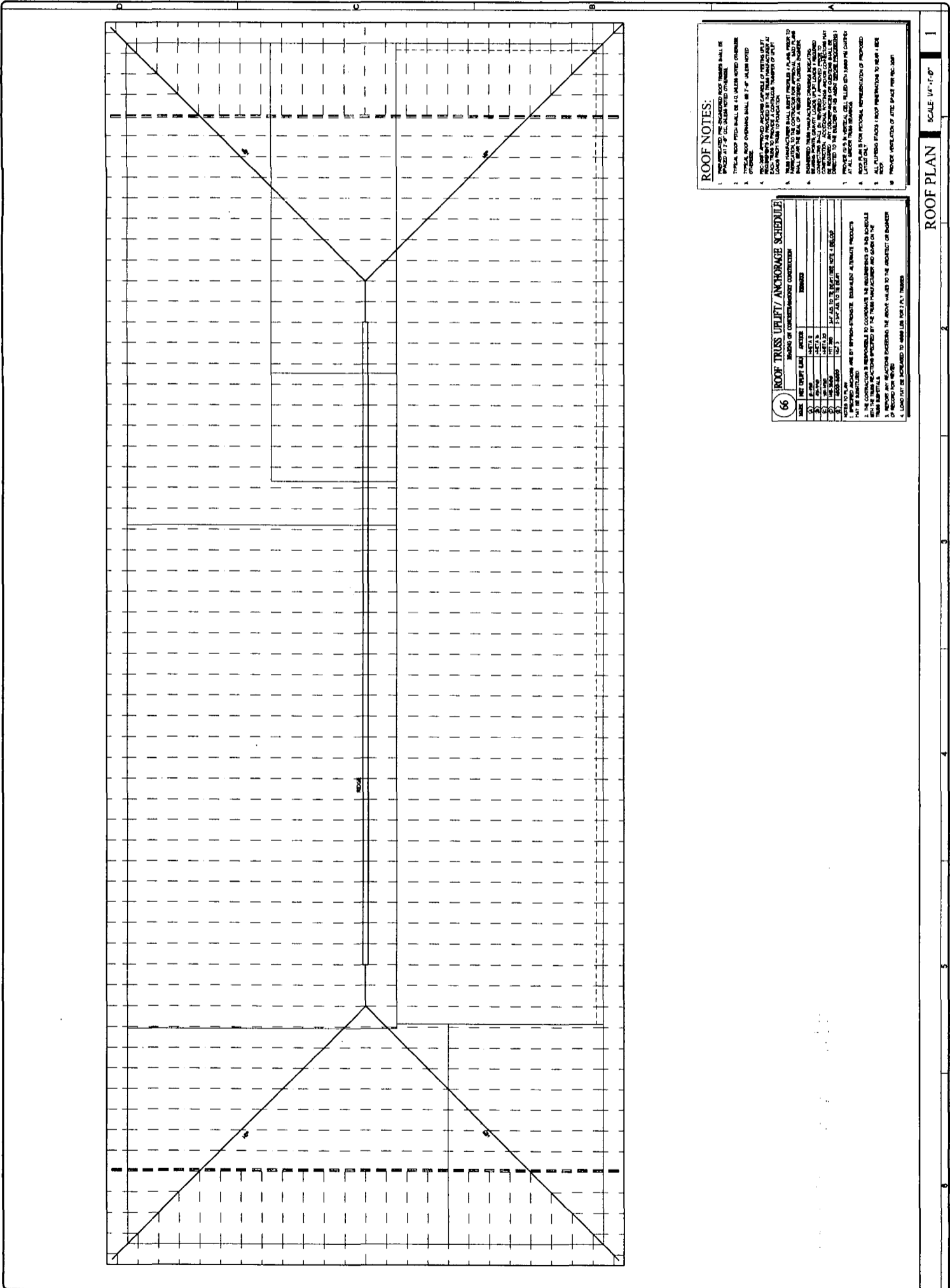
ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL UTILITIES AND EXISTING STRUCTURES. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND EXISTING STRUCTURES. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.

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 E-mail oss@osw.com AA-F000073

W.T. Osborn
 AR-0006996

A NEW CONCESSION STAND FOR:
EAST MANATEE BULLDOGS
 5350 LAKEWOOD RANCH BLVD
 BRADENTON, FL 34202
 MANATEE COUNTY

SHEET
A2.1
 © COPYRIGHT 2005



- ROOF NOTES:**
1. ALL DIMENSIONS UNLESS OTHERWISE NOTED SHALL BE IN FEET AND INCHES.
 2. TRUSS ROOF PITCH SHALL BE 1/2" RAISE PER 12" RUN.
 3. TRUSS ROOF OVERHANG SHALL BE 2'-0" UNLESS NOTED OTHERWISE.
 4. ROOF SHALL BE PROVIDED WITH A MINIMUM OF 1/2" INSULATION ON THE UNDERSIDE OF THE TRUSS CHORDS TO PROVIDE A CONTINUOUS THERMAL BREAK AT ALL JOINTS AND CONNECTIONS.
 5. TRUSS MANUFACTURER SHALL SUBMIT TRUSS MANUFACTURING PLAN AND SPECIFICATIONS TO THE CONTRACTOR FOR APPROVAL. THE CONTRACTOR SHALL VERIFY THE TRUSS MANUFACTURER'S DESIGN AND PROVIDE A LETTER OF VERIFICATION TO THE CONTRACTOR.
 6. TRUSS MANUFACTURER SHALL PROVIDE A LETTER OF VERIFICATION TO THE CONTRACTOR.
 7. PROVIDE 1/2" x 6" VERTICAL CELLS FILLED WITH 1/2" DENSITY CELLULOSE INSULATION AT ALL JOINTS AND CONNECTIONS.
 8. ALL PLUMBING STACKS / ROOF PENETRATIONS TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS.
 9. PROVIDE VENTILATION OF ATE SPACE PER IRC 303.1.1.

66 ROOF TRUSS UPLIFT/ ANCHORAGE SCHEDULE

BRAND OF CONNECTION CONNECTION

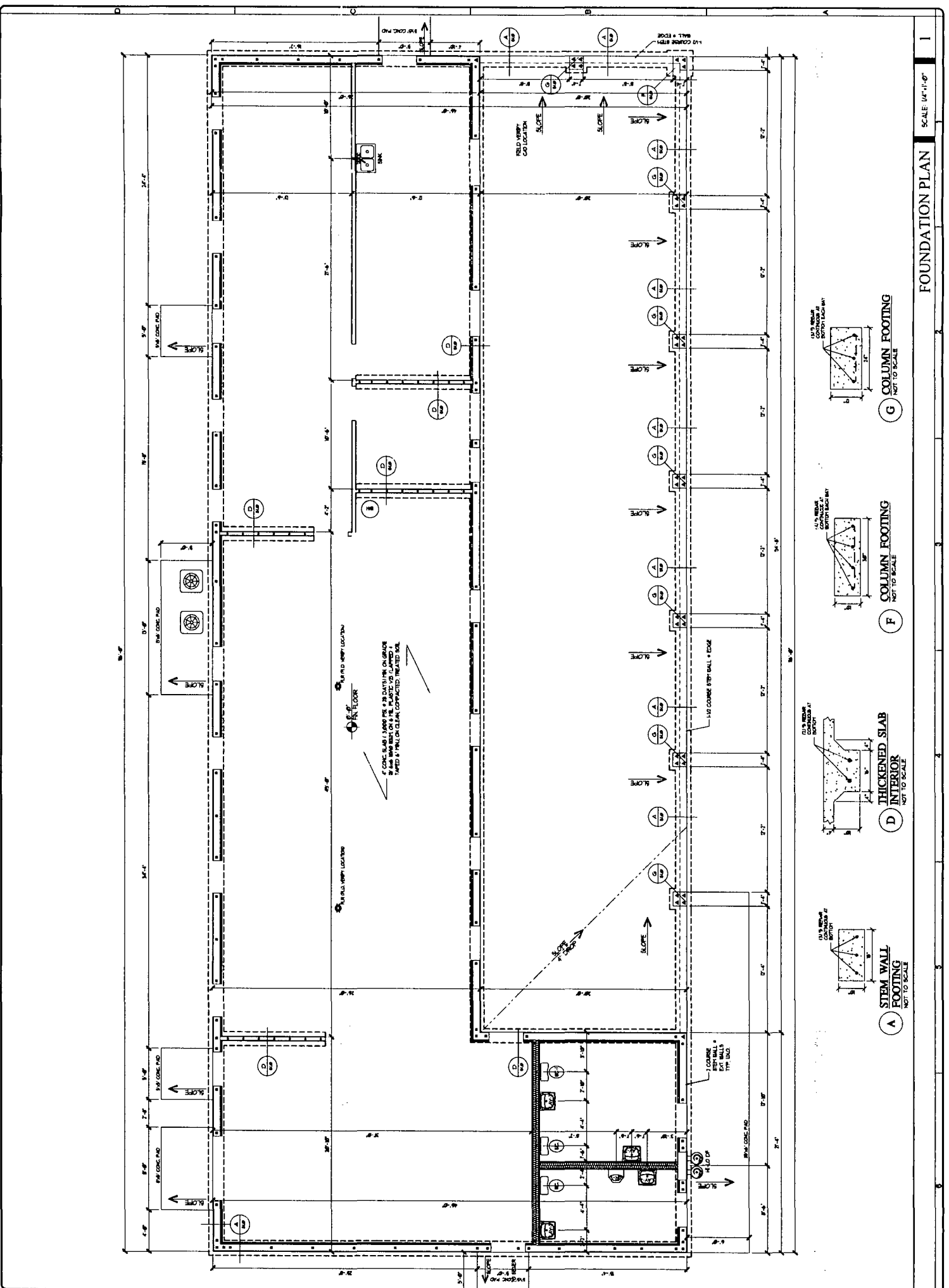
MAKE	NET TRUSS LOAD	ANCHOR	MINIMUM
1	1000	1/2" x 6"	1/2"
2	1000	1/2" x 6"	1/2"
3	1000	1/2" x 6"	1/2"
4	1000	1/2" x 6"	1/2"
5	1000	1/2" x 6"	1/2"
6	1000	1/2" x 6"	1/2"
7	1000	1/2" x 6"	1/2"
8	1000	1/2" x 6"	1/2"
9	1000	1/2" x 6"	1/2"
10	1000	1/2" x 6"	1/2"

NOTES TO PLAN:
 1. THE CONTRACTOR IS RESPONSIBLE TO COORDINATE THE REQUIREMENTS OF THIS SCHEDULE WITH ALL OTHER REQUIREMENTS OF THE PROJECT AND OBTAIN THE NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.
 2. REPORT ANY REVISIONS EXCEEDING THE ABOVE VALUES TO THE ARCHITECT OR ENGINEER OF RECORD FOR REVIEW.
 3. LOADS MAY BE INCREASED TO 1000 LBS FOR 2x4 TRUSSES.

DATE	04-13-03
DESIGNER	W.T. O'CONNOR
REVISION	D. 10/21/03
SCALE	AS SHOWN
PROJECT NO.	030003

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 AA-F000073
 W.T. O'CONNOR
 AR-0006998



MIXED CONSTRUCTION DETAIL

SCALE: NTS 17

CMU CONSTRUCTION

- CMU CONSTRUCTION
- PROVIDE APPROX. 100% OF WALL TO BE FINISHED WITH 1/2" MIN. THICK, 1/2" DIA. POLYPROPYLENE FIBER REINFORCED CONCRETE (PPFRC) IN ALL WALLS. PROVIDE APPROX. 100% OF WALL TO BE FINISHED WITH 1/2" MIN. THICK, 1/2" DIA. POLYPROPYLENE FIBER REINFORCED CONCRETE (PPFRC) IN ALL WALLS.
- TOP OF WALL TO BE FINISHED WITH 1/2" MIN. THICK, 1/2" DIA. POLYPROPYLENE FIBER REINFORCED CONCRETE (PPFRC) IN ALL WALLS.
- TOP OF WALL TO BE FINISHED WITH 1/2" MIN. THICK, 1/2" DIA. POLYPROPYLENE FIBER REINFORCED CONCRETE (PPFRC) IN ALL WALLS.

NOTE:

- ALL LAYERS IN CONTACT WITH CONCRETE SHALL BE PROTECTED FROM WEAR AND TEAR BY A MINIMUM OF 1/4" THICK, 1/2" DIA. POLYPROPYLENE FIBER REINFORCED CONCRETE (PPFRC) OR EQUIVALENT.
- ALL LAYERS SHALL BE PROTECTED FROM WEAR AND TEAR BY A MINIMUM OF 1/4" THICK, 1/2" DIA. POLYPROPYLENE FIBER REINFORCED CONCRETE (PPFRC) OR EQUIVALENT.
- ALL LAYERS SHALL BE PROTECTED FROM WEAR AND TEAR BY A MINIMUM OF 1/4" THICK, 1/2" DIA. POLYPROPYLENE FIBER REINFORCED CONCRETE (PPFRC) OR EQUIVALENT.
- ALL LAYERS SHALL BE PROTECTED FROM WEAR AND TEAR BY A MINIMUM OF 1/4" THICK, 1/2" DIA. POLYPROPYLENE FIBER REINFORCED CONCRETE (PPFRC) OR EQUIVALENT.

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AA-F000073

W.T. Osborn
 AR-0008993

TYP. INT. NON-LOAD BEARING WOOD STUD PARTITION

SCALE: NTS 15

GENERAL NOTES:

- USE 1/2" MIN. THICK Gypsum Board on All Sides.
- USE 1/2" MIN. THICK Gypsum Board on All Sides.
- USE 1/2" MIN. THICK Gypsum Board on All Sides.
- USE 1/2" MIN. THICK Gypsum Board on All Sides.

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W.T. Osborn
 AR-0008993

BUCK STRIP DETAILS

SCALE: NTS 47

TYPICAL

- SEE SECTION FOR WALL SECTION FOR EXTERIOR WALL TYPE.
- 2x6 BUCK STRIP SHALL BE INSTALLED PER DOOR OR WINDOW FRAME (BACK SIDE SHALL BE INSTALLED IN WALL ONLY).
- SECURE BACK TO FRAMEWORK BY NAILING TO STUDS.
- 2x6 BUCK STRIP SHALL BE INSTALLED PER DOOR OR WINDOW FRAME (BACK SIDE SHALL BE INSTALLED IN WALL ONLY).
- 2x6 BUCK STRIP SHALL BE INSTALLED PER DOOR OR WINDOW FRAME (BACK SIDE SHALL BE INSTALLED IN WALL ONLY).

ALTERNATE

- 2x6 BUCK STRIP SHALL BE INSTALLED PER DOOR OR WINDOW FRAME (BACK SIDE SHALL BE INSTALLED IN WALL ONLY).
- 2x6 BUCK STRIP SHALL BE INSTALLED PER DOOR OR WINDOW FRAME (BACK SIDE SHALL BE INSTALLED IN WALL ONLY).
- 2x6 BUCK STRIP SHALL BE INSTALLED PER DOOR OR WINDOW FRAME (BACK SIDE SHALL BE INSTALLED IN WALL ONLY).
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 AR-0008993

TYP. COMPONENT & CLADDING LOADING DIAG. HIP (10°-θ < 45°)

SCALE: NTS 31

GENERAL NOTES:

- USE 1/2" MIN. THICK Gypsum Board on All Sides.
- USE 1/2" MIN. THICK Gypsum Board on All Sides.
- USE 1/2" MIN. THICK Gypsum Board on All Sides.
- USE 1/2" MIN. THICK Gypsum Board on All Sides.

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W.T. Osborn
 AR-0008993

EAST MANATEE BULLDOGS

5350 LAKEWOOD RANCH BLVD
 BRADENTON, FL 34202
 MANATEE COUNTY

A NEW CONCRESSION STAND FORD:

DATE: 09-18-04
 REVISION: 0
 SCALE: AS SHOWN
 DRAWN BY: J. BROWN

SHEET

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EAST MANATEE BULLDOGS

5350 LAKEWOOD RANCH BLVD
 BRADENTON, FL 34202
 MANATEE COUNTY

A NEW CONCRESSION STAND FORD:

DATE: 09-18-04
 REVISION: 0
 SCALE: AS SHOWN
 DRAWN BY: J. BROWN

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EAST MANATEE BULLDOGS

5350 LAKEWOOD RANCH BLVD
 BRADENTON, FL 34202
 MANATEE COUNTY

A NEW CONCRESSION STAND FORD:

DATE: 09-18-04
 REVISION: 0
 SCALE: AS SHOWN
 DRAWN BY: J. BROWN

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EAST MANATEE BULLDOGS

5350 LAKEWOOD RANCH BLVD
 BRADENTON, FL 34202
 MANATEE COUNTY

A NEW CONCRESSION STAND FORD:

DATE: 09-18-04
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W.T. Osborn
 AR-0006998

A NEW CONCESSION STAND FOR:
EAST MANATEE BULLDOGS
 5350 LAKEWOOD RANCH BLVD
 BRADENTON, FL 34202
 MANATEE COUNTY

DATE: 08-19-08
 DRAWN BY: [signature]
 CHECKED BY: [signature]
 PROJECT NO.: 08-03-04-09
 SHEET NO.: 30-0003
 PER: [signature]

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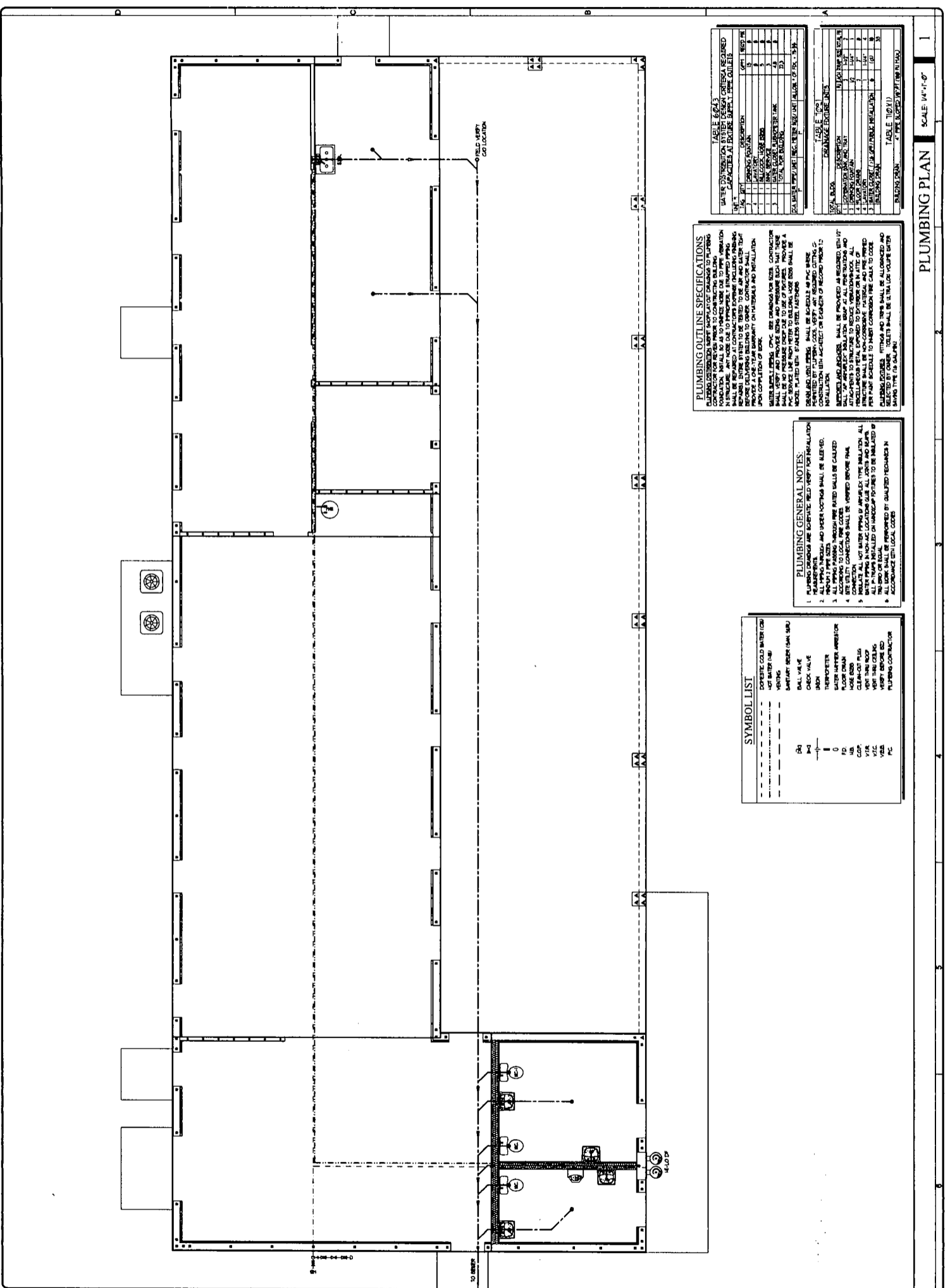


TABLE 6-015 - MATERIALS TO BE USED FOR CONSTRUCTION OF CONCESSION STAND

ITEM NO.	DESCRIPTION	QTY	UNIT
1	1/2" DIA. GALV. STEEL PIPING	100	FT.
2	1/2" DIA. GALV. STEEL PIPING	50	FT.
3	1/2" DIA. GALV. STEEL PIPING	50	FT.
4	1/2" DIA. GALV. STEEL PIPING	50	FT.
5	1/2" DIA. GALV. STEEL PIPING	50	FT.
6	1/2" DIA. GALV. STEEL PIPING	50	FT.
7	1/2" DIA. GALV. STEEL PIPING	50	FT.

TABLE 6-016 - MATERIALS TO BE USED FOR CONSTRUCTION OF CONCESSION STAND

ITEM NO.	DESCRIPTION	QTY	UNIT
1	1/2" DIA. GALV. STEEL PIPING	100	FT.
2	1/2" DIA. GALV. STEEL PIPING	50	FT.
3	1/2" DIA. GALV. STEEL PIPING	50	FT.
4	1/2" DIA. GALV. STEEL PIPING	50	FT.
5	1/2" DIA. GALV. STEEL PIPING	50	FT.
6	1/2" DIA. GALV. STEEL PIPING	50	FT.
7	1/2" DIA. GALV. STEEL PIPING	50	FT.

PLUMBING OUTLINE SPECIFICATIONS

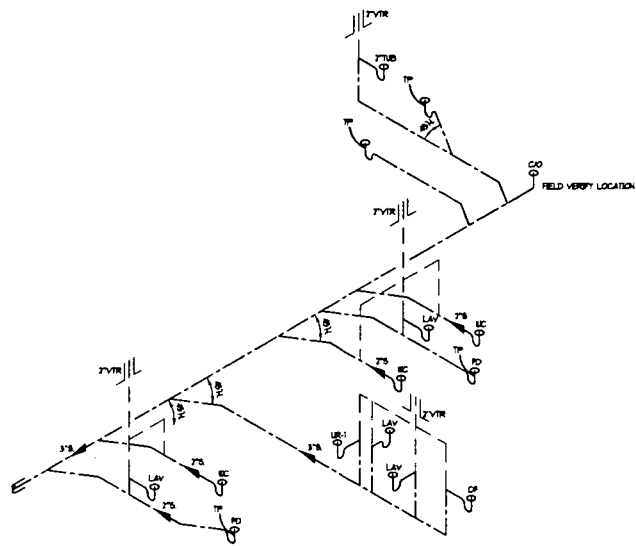
CONCESSION STAND SHALL BE DESIGNED TO PROVIDE ALL WATER SERVICE AND DRAINAGE SERVICES TO THE CONCESSION STAND. THE CONCESSION STAND SHALL BE CONSIDERED A SEPARATE BUILDING FOR PLUMBING PURPOSES. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE applicable codes and specifications listed herein. The contractor shall provide all materials and labor required for the installation of the plumbing system. All piping shall be installed in a manner that is accessible for inspection and testing. All piping shall be installed in a manner that is accessible for inspection and testing. All piping shall be installed in a manner that is accessible for inspection and testing. All piping shall be installed in a manner that is accessible for inspection and testing.

PLUMBING GENERAL NOTES:

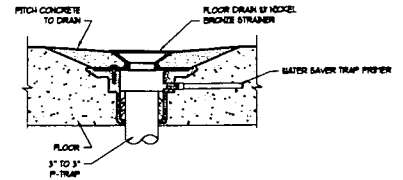
1. PLUMBING DRAWINGS ARE SCHEMATIC FIELD VERIFY FOR INSTALLATION.
2. ALL PIPING MATERIALS AND UNDER FOOTINGS SHALL BE ALIGNED.
3. PROTECT ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION.
4. ALL CONNECTIONS SHALL BE MADE ACCORDING TO LOCAL CODES.
5. VERIFY ALL HOT WATER PIPING IS ANTI-SIPHON TYPE INSTALLATION. ALL HOT WATER PIPING SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES.
6. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES.
7. VERIFY BEFORE BID.
8. PLUMBING CONTRACTOR.

SYMBOL LIST

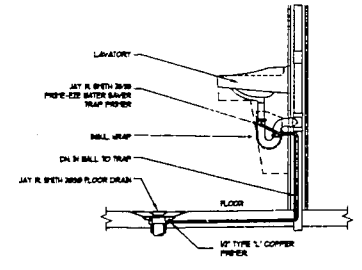
DR	DRAIN
HD	HOT WATER (H.W.)
CD	COLD WATER (C.W.)
VE	VENTING
BE	BARRIER BEHIND (B.M. B.M.)
CV	CHECK VALVE
UN	UNION
TR	THERMOPLET
MA	WATER METER ASSEMBLY
HA	HOSE ARM
HO	HOSE END
CF	CLEAN-OUT PLUG
VT	VENT THROUGH ROOF
VIR	VENT THROUGH ROOF
VES	VENT THROUGH ROOF
PC	PLUMBING CONTRACTOR



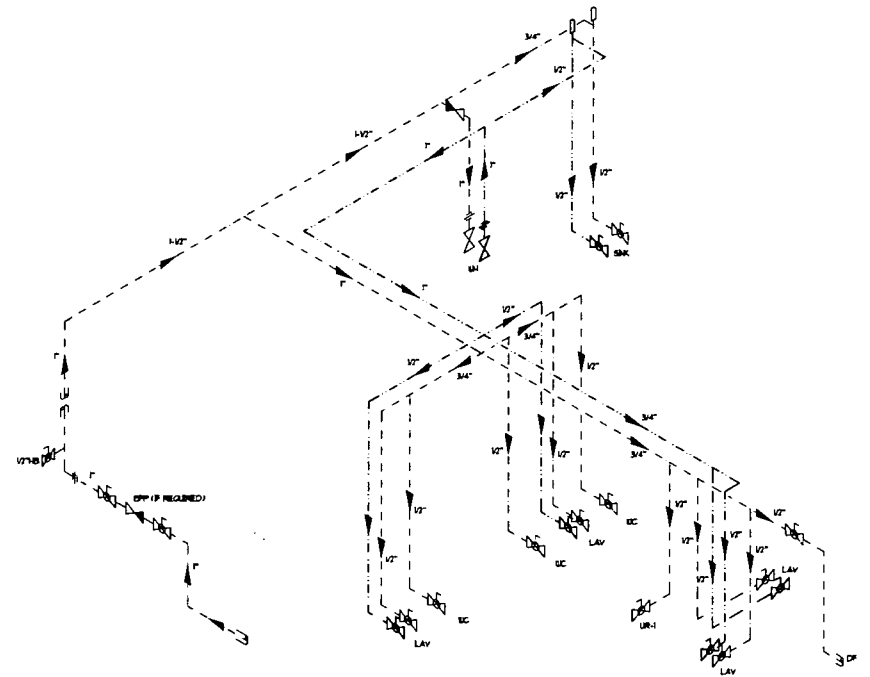
SANITARY ISOMETRIC SCALE 6



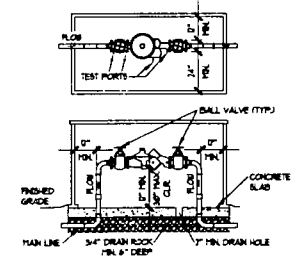
FLOOR DRAIN SCALE: NTS 4



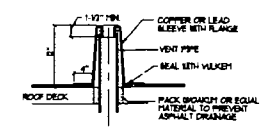
TRAP PRIMER SCALE: NTS. 3



SUPPLY ISOMETRIC SCALE 5



BACK FLOW PREVENTER ASSEMBLY SCALE: NTS. 2



PLUMBING VENT NOTES

- ◆ VENT PIPING DIAGRAM IS SCHEMATIC. PIPING IS SHOWN IN ATTIC SPACE AND SHALL BE HELD AS HIGH AS POSSIBLE TO AVOID CONFLICT WITH OTHER TRADES.
- ◆ PIC TO INSTALL VENT SYSTEM ACCORDING TO LOCAL CODES, JOB CONDITIONS, TRUSS LOCATIONS.
- ◆ ALL VENTS THRU ROOF SHALL PENETRATE ROOF BELOW RIDGE-VENT. AT REAR OF BUILDING, MAINTAIN REQUIRED DISTANCES FROM ANY FRESH AIR INTAKE DUCT. COORDINATE WITH ROOFING CONTRACTOR.

ROOF VENT PENTRATION DETAIL SCALE: NTS. 1

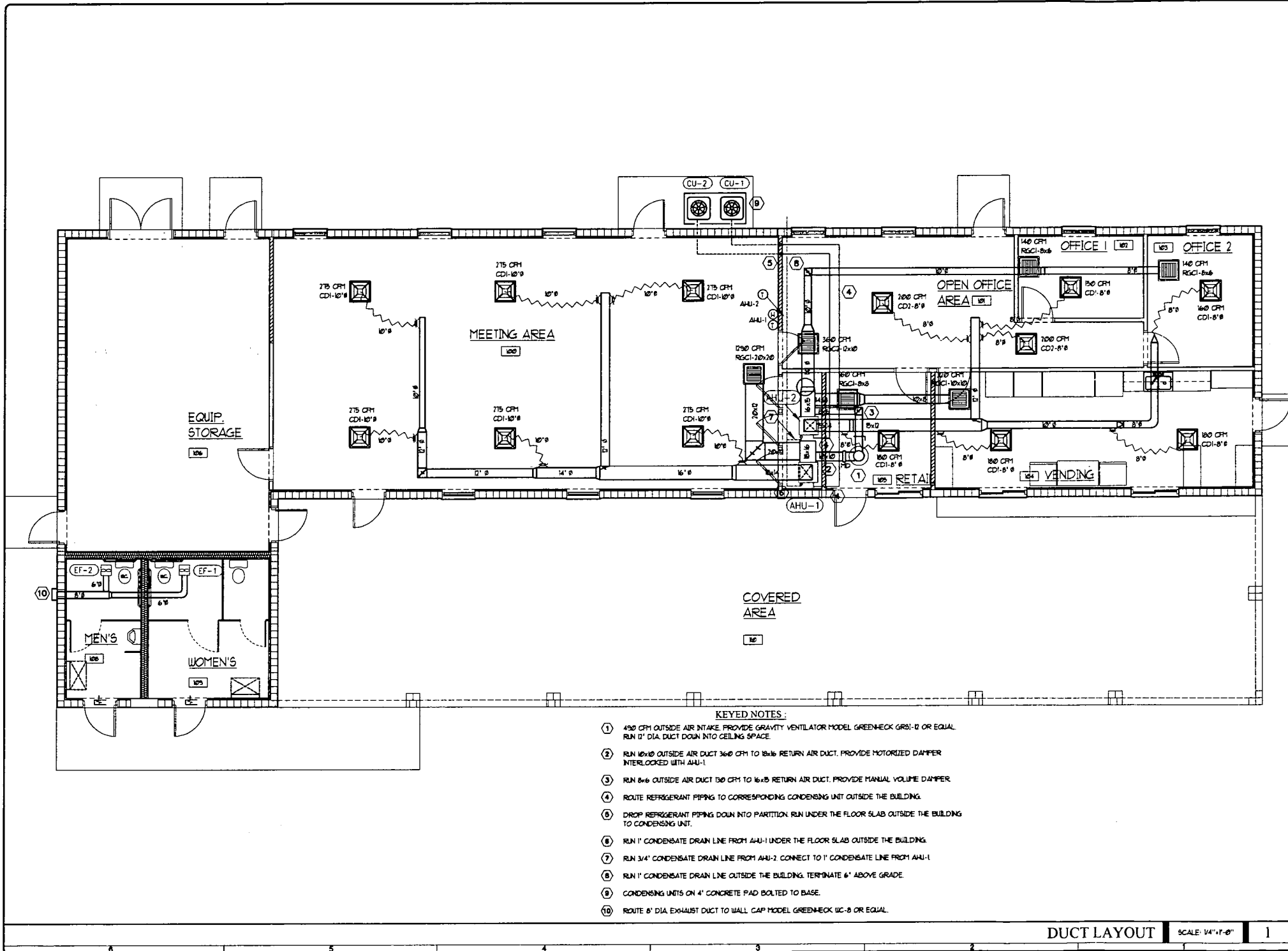
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W.T. Osborn
 AP-0006598

A NEW CONCESSION STAND FOR:
EAST MANATEE BULLDOGS
 5350 LAKEWOOD RANCH BLVD
 BRADENTON, FL 34202
 MANATEE COUNTY

DRAWN	HEPT
DATE	08-19-08
REVISION	B HEPT 10-28-08
SCALE	AS SHOWN
JOB NO.	080823

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- KEYED NOTES:**
- ① 490 CFM OUTSIDE AIR INTAKE. PROVIDE GRAVITY VENTILATOR MODEL GREENHECK GR81-12 OR EQUAL. RUN 12" DIA. DUCT DOWN INTO CEILING SPACE.
 - ② RUN 10x10 OUTSIDE AIR DUCT 360 CFM TO 18x16 RETURN AIR DUCT. PROVIDE MOTORIZED DAMPER INTERLOCKED WITH AHU-1.
 - ③ RUN 8x6 OUTSIDE AIR DUCT 150 CFM TO 16x10 RETURN AIR DUCT. PROVIDE MANUAL VOLUME DAMPER.
 - ④ ROUTE REFRIGERANT PIPING TO CORRESPONDING CONDENSING UNIT OUTSIDE THE BUILDING.
 - ⑤ DROP REFRIGERANT PIPING DOWN INTO PARTITION. RUN UNDER THE FLOOR SLAB OUTSIDE THE BUILDING TO CONDENSING UNIT.
 - ⑥ RUN 1" CONDENSATE DRAIN LINE FROM AHU-1 UNDER THE FLOOR SLAB OUTSIDE THE BUILDING.
 - ⑦ RUN 3/4" CONDENSATE DRAIN LINE FROM AHU-2. CONNECT TO 1" CONDENSATE LINE FROM AHU-1.
 - ⑧ RUN 1" CONDENSATE DRAIN LINE OUTSIDE THE BUILDING. TERMINATE 6" ABOVE GRADE.
 - ⑨ CONDENSING UNITS ON 4" CONCRETE PAD BOLTED TO BASE.
 - ⑩ ROUTE 8" DIA. EXHAUST DUCT TO WALL. CAP MODEL GREENHECK WC-2 OR EQUAL.

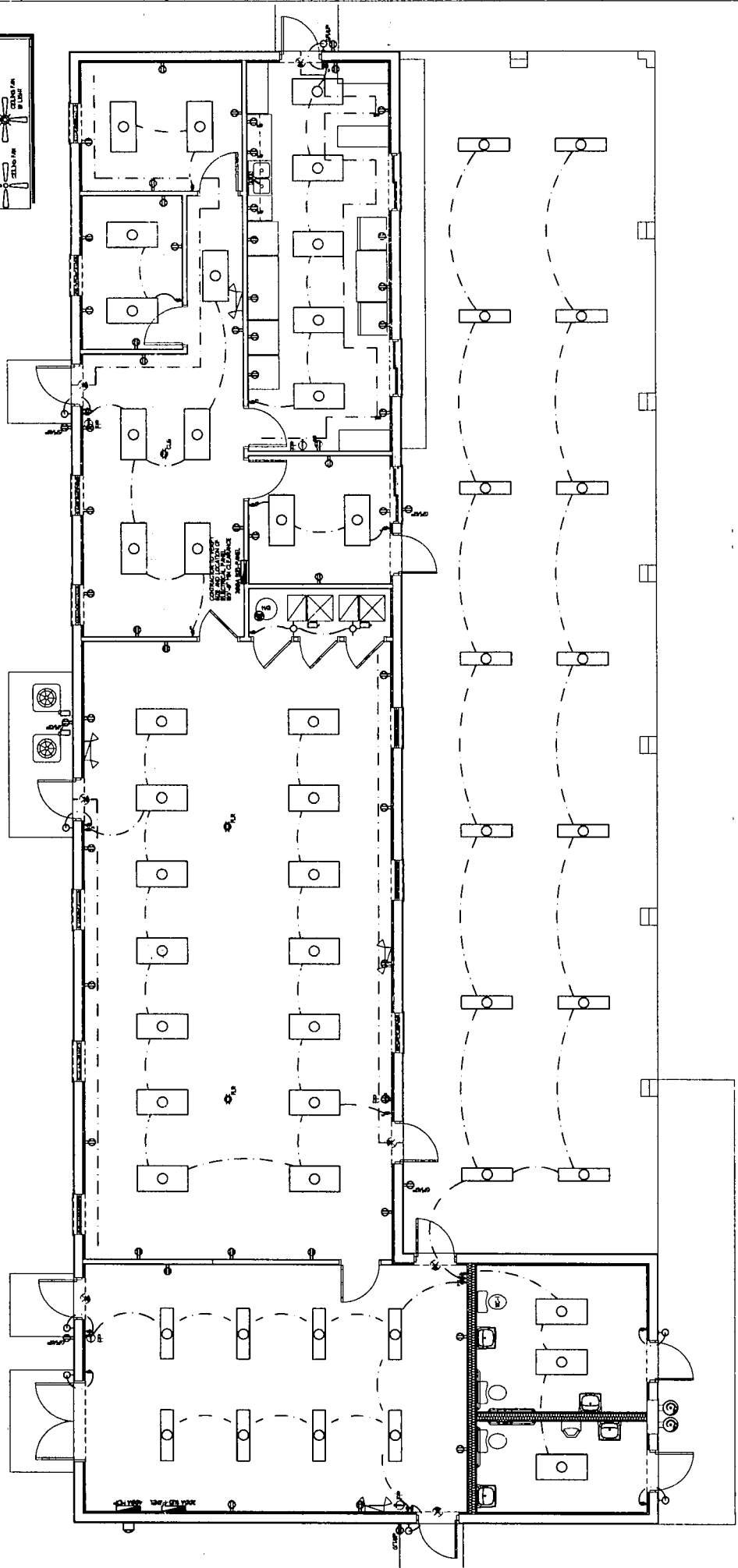
A NEW CONCESSION STAND FOR:
EAST MANATEE BULLDOGS
5350 LAKEWOOD RANCH BLVD
BRADENTON, FL 34202
MANATEE COUNTY

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ELECTRICAL KEY

⊕	CONCRETE OUTLET	⊕	WALL SWITCH
⊕	CEILING OUTLET	⊕	4-WAY SWITCH
⊕	RECESSED HALL OUTLET	⊕	CORNER SWITCH
⊕	RECESSED WALL OUTLET	⊕	OUTLET
⊕	200V OUTLET	⊕	PHONE JACK
⊕	RECESSED CALL LIGHT	⊕	DOCUMENT SWITCH
⊕	RECESSED HALL LIGHT	⊕	ELECTRICAL PANEL
⊕	RECESSED CEILING LIGHT	⊕	WIRELESS NETWORK
⊕	RECESSED WALL LIGHT	⊕	SMOKE DETECTOR
⊕	RECESSED CEILING LIGHT	⊕	1-WAY SWITCH
⊕	RECESSED WALL LIGHT	⊕	2-WAY SWITCH
⊕	RECESSED CEILING LIGHT	⊕	3-WAY SWITCH
⊕	RECESSED WALL LIGHT	⊕	4-WAY SWITCH
⊕	RECESSED CEILING LIGHT	⊕	5-WAY SWITCH
⊕	RECESSED WALL LIGHT	⊕	6-WAY SWITCH
⊕	RECESSED CEILING LIGHT	⊕	7-WAY SWITCH
⊕	RECESSED WALL LIGHT	⊕	8-WAY SWITCH
⊕	RECESSED CEILING LIGHT	⊕	9-WAY SWITCH
⊕	RECESSED WALL LIGHT	⊕	10-WAY SWITCH
⊕	RECESSED CEILING LIGHT	⊕	11-WAY SWITCH
⊕	RECESSED WALL LIGHT	⊕	12-WAY SWITCH
⊕	RECESSED CEILING LIGHT	⊕	13-WAY SWITCH
⊕	RECESSED WALL LIGHT	⊕	14-WAY SWITCH
⊕	RECESSED CEILING LIGHT	⊕	15-WAY SWITCH
⊕	RECESSED WALL LIGHT	⊕	16-WAY SWITCH
⊕	RECESSED CEILING LIGHT	⊕	17-WAY SWITCH
⊕	RECESSED WALL LIGHT	⊕	18-WAY SWITCH
⊕	RECESSED CEILING LIGHT	⊕	19-WAY SWITCH
⊕	RECESSED WALL LIGHT	⊕	20-WAY SWITCH
⊕	RECESSED CEILING LIGHT	⊕	21-WAY SWITCH
⊕	RECESSED WALL LIGHT	⊕	22-WAY SWITCH
⊕	RECESSED CEILING LIGHT	⊕	23-WAY SWITCH
⊕	RECESSED WALL LIGHT	⊕	24-WAY SWITCH
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⊕	RECESSED WALL LIGHT	⊕	48-WAY SWITCH
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⊕	RECESSED WALL LIGHT	⊕	50-WAY SWITCH

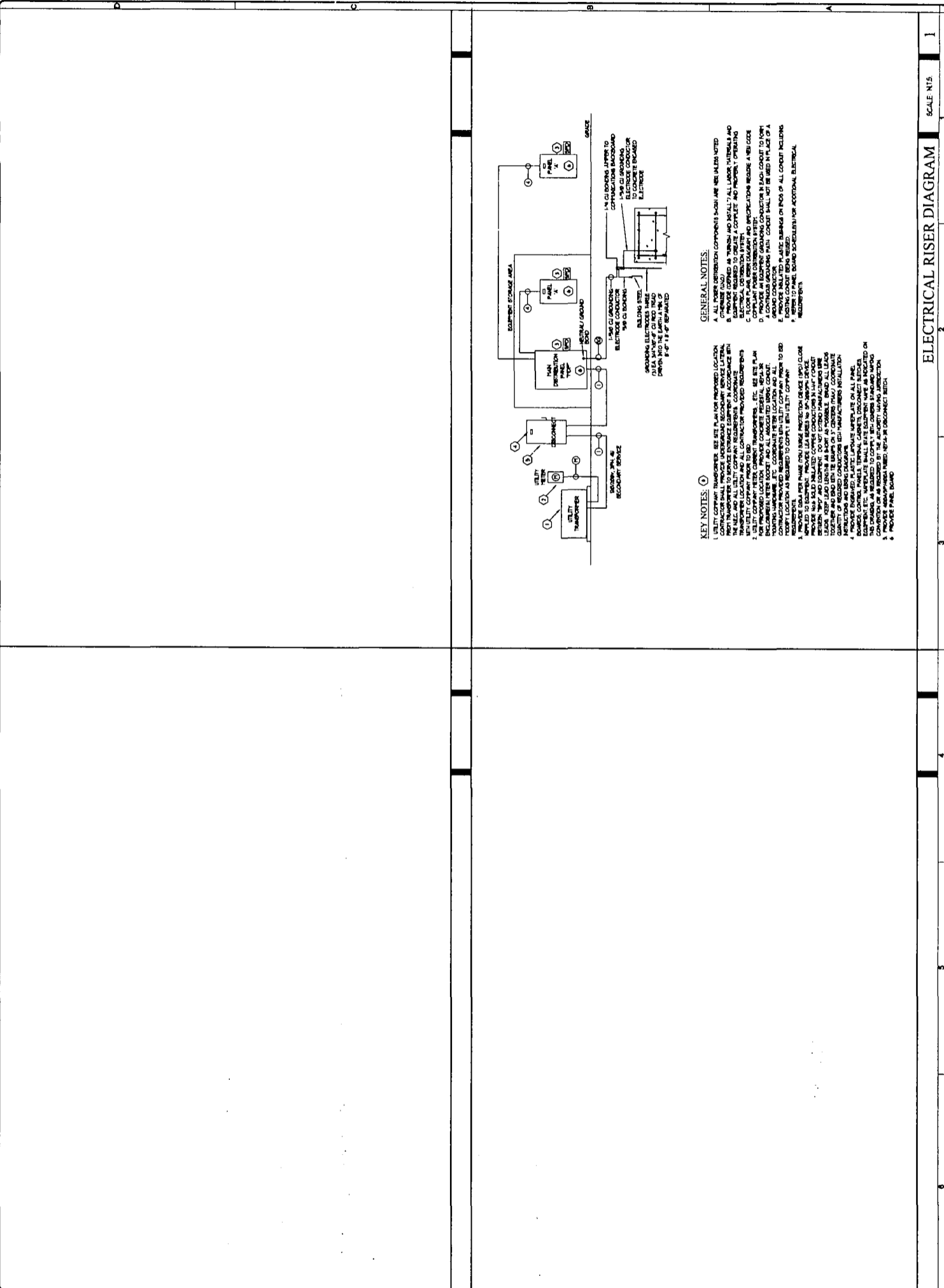


DATE	NOV 2008
DRAWN BY	W.T. O'BORN
REVISION	NO. 1
SCALE	AS SHOWN
APP'D BY	W.T. O'BORN
NO. 1	NOV 20 2008

A NEW CONCESSION STAND FOR:
 EAST MANATEE BUILDINGS
 5350 LAKEWOOD RANCH BLVD
 BRADENTON, FL 34202
 MANATEE COUNTY

OSBORN SHARP ASSOCIATES
 Architecture Planning Interiors Energy Management
 2477 Stoney Point Road, Suite 114A, Sarasota, FL 34231
 Phone 941.922.5668 Fax 941.924.9820
 E-mail osa@osawd.com
 AA-F-000073

W.T. O'BORN
 AR-0006998



GENERAL NOTES:

- ALL WIRE CONNECTIONS SHALL BE AS NOTED.
- CONDUCTORS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
- CONDUCTORS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
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KEY NOTES:

- UTILITY TRANSFORMER: SEE SITE PLAN FOR PROPOSED LOCATION.
- UTILITY SERVICE: SEE SITE PLAN FOR PROPOSED LOCATION.
- MAIN DISTRIBUTION PANEL: SEE SITE PLAN FOR PROPOSED LOCATION.
- NEUTRAL/GROUND BOND: SEE SITE PLAN FOR PROPOSED LOCATION.
- EQUIPMENT STORAGE AREA: SEE SITE PLAN FOR PROPOSED LOCATION.
- PANEL A: SEE SITE PLAN FOR PROPOSED LOCATION.
- PANEL V: SEE SITE PLAN FOR PROPOSED LOCATION.
- 1-PHASE GROUNDING-ELECTRICAL CONDUCTOR: SEE SITE PLAN FOR PROPOSED LOCATION.
- BUILDING SYSTEMS: SEE SITE PLAN FOR PROPOSED LOCATION.
- EQUIPMENT: SEE SITE PLAN FOR PROPOSED LOCATION.