
INTERLOCAL AGREEMENT

regarding

ANNA MARIA PIER PROJECT

MANATEE COUNTY, FLORIDA
CITY OF ANNA MARIA, FLORIDA

This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the 7th day of December, 2017, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the **City of Anna Maria**, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the “City”.

RECITALS

WHEREAS, pursuant to and in accordance with Section 125.0104, *Florida Statutes* (the “Act”) and Article II of Chapter 2-29 of the Manatee County Code of Ordinances (the “Code”) the County levies and collects a five percent (5%) tourist development tax, a portion of the proceeds of which are legally authorized to be used to pay the cost of remodeling, repair and improvement of publicly-owned fishing piers within the meaning of the Act; and

WHEREAS, the City owns and operates a publicly-owned fishing pier known as the Anna Maria City Pier, and intends to remodel, repair and improve the pier within the meaning of the Act, as described in Exhibit “A” attached hereto (the “Project”); and

WHEREAS, Section 163.01, *Florida Statutes*, the “Florida Interlocal Cooperation Act”, permits the County and City to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the City wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to joint participation in the funding of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the City agree as follows:

Article I
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.

Article II
COUNTY CONTRIBUTION TOWARD PROJECT FUNDING

2.1 City Completion of Project. The City shall complete the Project, either with its own forces or through contracted service providers, substantially in accordance with the description of the Project set forth in Exhibit "A".

2.2 County Matching Fund Contribution Toward Project Funding. The County shall reimburse the City for actual costs incurred in the design, permitting and construction of the Project, except for such costs that are reimbursed to the City by the Federal Emergency Management Agency ("FEMA") (such eligible costs to be referred to herein as "Project Costs"), incurred on or after October 1, 2017, in an amount not to exceed one million five hundred thousand dollars (\$1,500,000.00), subject to:

- (i) On or before March 31, 2018, the City providing the County with (a) satisfactory evidence that the City has obtained the necessary permits for the Project, and (b) an engineer's estimate for the Project, based on ninety (90%) design, stating an aggregate Project cost that does not exceed three million two hundred thousand dollars (\$3,200,000.00), to be reduced by any reimbursement to be received by the City from FEMA; and
- (ii) Throughout the course of the Project, the City paying at least fifty percent (50%) of such Project Costs up to a total reimbursement of one million five hundred thousand dollars (\$1,500,000.00), incurred on or after October 1, 2017, as a dollar-for-dollar match of City and County funding of the Project.

The City shall also be responsible for paying one hundred percent of such Project Costs in excess of aggregate City and County funded Project Costs of three million two hundred thousand dollars (\$3,200,000), as may be necessary to complete construction of the Project.

2.3 Invoice and Payment. The County shall reimburse the City for fifty percent (50%) of the Project Costs up to a total of one million five hundred thousand dollars (\$1,500,000.00) described in Section 2.2 within ninety (90) days of receipt of an application for payment that meets the requirements of this Section. The City's applications for payment shall be submitted as written

requests to the Bradenton Area Convention & Visitors Bureau and shall: (i) identify all Project Costs funded by the City for which a fifty percent (50%) matching fund reimbursement is requested; and (ii) include detailed invoices (indicated as paid with reference to date of payment and check number), copy of cancelled check (front & back) and a completed W-9 and any other documentation acceptable to the County reasonably necessary to identify the Project Costs incurred and funded by the City. The City shall apportion reimbursable costs on a monthly basis, and shall submit applications for payment no more frequently than once every three (3) months. The City shall not submit application for payment of, and shall not be entitled to receive, reimbursement of any Project Costs unless and until the conditions set forth in Section 2.2 have been satisfied.

2.4 Use of County Payments. The City shall use the funds paid by the County to the City hereunder solely for the purpose of paying Project Costs.

Article III
TERM AND TERMINATION.

3.1 Effective Date. This Interlocal Agreement shall take effect as of its date set forth above.

3.2 Termination. Unless terminated for cause in accordance with applicable law, this Interlocal Agreement shall terminate on January 1, 2020.

Article IV
AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the City by the City Council, and only if properly executed by all the parties hereto.

4.2. Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V
MISCELLANEOUS PROVISIONS

5.1 Validity. After consultation with their respective legal counsel, the County and the City each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its

respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the City, 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, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

5.3 Indemnification. To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an “indemnifying party”) shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Interlocal Agreement.

5.4 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.5 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

5.6 Headings; Pronouns. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.7 Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable.

5.8 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or

related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

5.9 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in Principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

5.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to: Manatee County Clerk of the Circuit Court
Angelina Colonneso
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to City: City of Anna Maria
10005 Gulf Drive, P.O. Box 779
Anna Maria, FL 34216
Attention: Mayor

Facsimile: (941) 708-6134

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

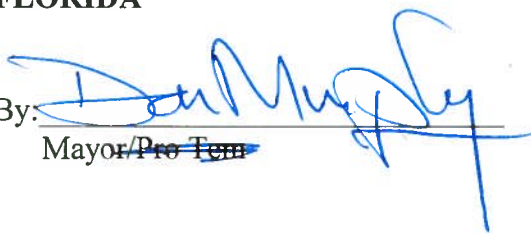
WHEREFORE, the County and the City have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: 
County Administrator

**CITY OF ANNA MARIA,
FLORIDA**

By: 
~~Mayor/Pro Tem~~

ATTEST: _____, City Clerk

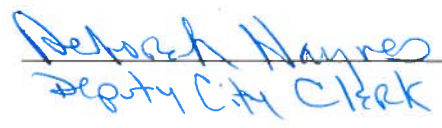

Deputy City Clerk

EXHIBIT "A"
to
Interlocal Agreement
Description of Project

ANNA MARIA CITY PIER PROJECT

Permitting

Due to Hurricane Irma damage, some permitting requirements have either been escalated or eliminated. The permitting process is already underway with an anticipated completion date of late 1st Qtr. 2018. Agencies involved include the Army Corps of Engineers, the Department of Natural Resources, FEMA, State of Florida and Manatee County.

Design and Engineering

Partially concurrent with the permitting process, the design and engineering process is focused upon replicating the look and feel of the City Pier, but with state-of-the-art components to ensure the 75-100 year service life. The primary structural components, such as the composition of the pilings and the pier deck planking have not been finalized and require commission approval prior to construction. Overall, the focus of this plan is to build an environmental and eco-friendly showcase, employing green technology and components in every step of the process, but with the look and feel of a 100 year old pier. Assuming no delays in the permitting process, the design and engineering process is anticipated to be complete by the end of the 2nd quarter of 2018.

Construction

Once the above steps are completed, construction will commence, using local qualified contractors whenever possible. The construction effort will be supervised and inspected by city resources throughout the process. Construction is anticipated to conclude no later than the end of the 4th Quarter, 2019, barring any unforeseen delays in the foregoing steps.

Total Projected Cost - \$3,200,000

The maximum anticipated costs to rebuild the pier to the specifications listed above with an anticipated service life of 75 – 100 years is \$3,200,000 *(not including the cost of the restaurant, which will be a separate renovation that would be managed by the City of Anna Maria; the County will not be participating in that part of the renovation process)*. Efficiencies and material savings may be found during each step and process resulting in budgeted under-runs.

RESOLUTION B-18-023
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2017-2018

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2017-2018 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Department: CONVENTION AND VISITORS BUREAU
Fund: TOURIST DEVELOPMENT TAX
Description: Transfer \$1,500,000 from reserves in the Tourist Development Tax fund for total renovation of the Anna Maria City Pier, excluding the restaurant component owned by the City of Anna Maria. The Tourist Development Council recommended approval on December 4, 2017. An interlocal agreement with the City of Anna Maria will be presented along with this budget amendment.

Batch ID: EGB2718A

Reference: BU18000113

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 7th DAY OF December, 2017.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: 
Chairman

ATTEST: Angelina Coloneso,
Clerk of the Circuit Court

By: 
Deputy Clerk



REVISED December 7, 2017 Land Use Meeting
Agenda Item #4

Subject

9:00 AM Time Certain Interlocal Agreement with City of Anna Maria (City Pier renovation)

Briefings

All

Contact and/or Presenter Information

Presenter: Elliott Falcione, CVB Executive Director x3940

Contact: Monica Luff, Sr. Admin Specialist x3944

APPROVED in Open Session

December 7, 2017

Manatee County Board of County
Commissioners

Action Requested

Approval and authorization for County Administrator to execute interlocal Agreement with City of Anna Maria, contingent upon receiving original agreement from City of Anna Maria AND adoption of Budget Amendment Resolution B-18-023.

Enabling/Regulating Authority

F.S.S. 125.104 Authorized uses of Resort Tax Funds

Background Discussion

- On December 4, 2017, the Manatee County Tourist Development Council unanimously recommended approval.
- In September, 2017, The Anna Maria City Pier suffered severe damage from Hurricane Irma. City of Anna Maria has applied for FEMA grant monies for the renovation process.
- This agreement allows a one-time reimbursement of up to one million five hundred thousand dollars (\$1,500,000.00) of the estimated \$3.2 Million dollar project, less the FEMA grant dollars received by City of Anna Maria.
- Manatee County CVB/TDC will invest in a dollar for dollar match (up to \$1.5 Million).
- City of Anna Maria will oversee the entire pier renovation project and will facilitate procurement process for general contractor services.
- Post renovation, City of Anna Maria will have a preventative maintenance program that will be paid for by their municipality.
- The anticipated service life of the newly renovated pier will be 75 - 100 years.
- This agreement shall terminate January 1, 2020.
- This 100 year old pier is iconic in our community, and will help generate marketplace impressions that will assist in tourism development.
- This Budget Amendment (B-18-023) allows transfer of \$1.5 Million from reserves in the Tourist

Development Tax Fund for this expenditure.

- All funds involved are tourism taxes, NOT ad valorem taxes.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

Send one original signed agreement to Monica Luff, CVB

Copy of approved agenda memo to Monica Luff and Eva Galler, CVB and Candi Cruz, OFM

monica.luff@mymanatee.org eva.galler@mymanatee.org candi.cruz@mymanatee.org

12/11/17 QA emailed to above list and originals to Monica via interoffice

Cost and Funds Source Account Number and Name

1030002400 Other Civic Enterprises

Amount and Frequency of Recurring Costs

up to \$1,500,000 one time expenditure

Attachment: [Anna Maria City Pier info sheet.pdf](#)

Attachment: [AMI Pier ILA 2017.pdf](#)

Attachment: [Co Atty Memo - AMI Pier ILA.pdf](#)

Attachment: [B-18-023 AMI Pier.pdf](#)

MEMORANDUM

To: Nicole Knapp, Planning Section Manager
From: Bobbi Roy, Planning Coordinator
Date: **December 6, 2017**
Subject: Agenda Update for the December 7, 2017 Board of County Commissioners Land Use Meeting



THIS MEMO AND THE CHANGES INDICATED BELOW ARE REFLECTED IN THE ELECTRONIC AGENDA (E-AGENDA)

ADD-ON Item

Consent – Florida Building Code (6th Edition) Resolution R-17-153 – Agenda Memo and Resolution attached

4. 9:00 AM Time Certain Interlocal Agreement with City of Anna Maria (City Pier renovation) – Revised agreement attached.

10. Impact Fee Administrative Procedures Manual – Revised Resolution R-17-107 and Procedures Manual attached and a revised Motion to read in its entirety: Based upon the staff recommendation to adopt the Impact Fee Administrative Procedures Manual (dated December 5, 2017), the Management Action Plan from the Impact Fee Audit by the Clerk of the Circuit Court, the 2015 County Impact Fee Study, the Planning Commission finding that Resolution No. R-17-107 is consistent with the Comprehensive Plan and in accordance with the Land Development Code, and after consideration of public comments, the Board of County Commissioners adopts Resolution No. R-17-107.

11. LDC Chapter 11 (Impact Fees) and Chapter 2 (Definitions) – A public comment letter attached and a revised motion to read in its entirety: Based on recommended changes by staff to Land Development Code Chapter 11 (Impact Fees dated November 3, 2017) and Chapter 2 (Definitions related to impact fees dated September 18, 2017), the Management Action Plan from the Impact Fee of the public comments, the Board of County Commissioners adopts Ordinance No. 17-24.

12. PDR-15-30(Z)(P) – Myarra Property Joint Venture, LLC/Myara Subdivision (fka ESME I, LLC/Myara Subdivision), 20150439, MEPS519, Quasi-Judicial, Rossina Leider, Principal Planner – Revised Stipulations C.1 and C.2 to be stricken in their entirety to be replaced with language below and revisions to Ordinance. The revised Ordinance is attached. Letter from the applicant requesting additional presentation time attached.

C. Stormwater Conditions

1. This project shall be required to reduce the calculated pre-development flow rate by twenty-five percent (25%) for all stormwater outfall flow directly or indirectly into Braden River Watershed. Modeling shall be used to determine pre- and post-development flows.

2. All fill within the 25- and 100-Year Floodplain shall be compensated by the creation of an equal or greater storage volume above seasonal high water table or drainage modeling shall utilize the adopted Braden River Watershed Study to demonstrate, in post-development condition, that no adverse impacts are created to adjacent property based upon a “no-rise” flood stage condition.

Building and Development Services
Public Hearings
1112 Manatee Avenue West
Phone number: (941) 748-4501 ext. 6878

INTERLOCAL AGREEMENT

regarding

ANNA MARIA PIER PROJECT

MANATEE COUNTY, FLORIDA
CITY OF ANNA MARIA, FLORIDA

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WHEREAS, the City owns and operates a publicly-owned fishing pier known as the Anna Maria City Pier, and intends to remodel, repair and improve the pier within the meaning of the Act, as described in Exhibit “A” attached hereto (the “Project”); and

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- (ii) Throughout the course of the Project, the City paying at least fifty percent (50%) of such Project Costs up to a total reimbursement of one million five hundred thousand dollars (\$1,500,000.00), incurred on or after October 1, 2017, as a dollar-for-dollar match of City and County funding of the Project.

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requests to the Bradenton Area Convention & Visitors Bureau and shall: (i) identify all Project Costs funded by the City for which a fifty percent (50%) matching fund reimbursement is requested; and (ii) include detailed invoices (indicated as paid with reference to date of payment and check number), copy of cancelled check (front & back) and a completed W-9 and any other documentation acceptable to the County reasonably necessary to identify the Project Costs incurred and funded by the City. The City shall apportion reimbursable costs on a monthly basis, and shall submit applications for payment no more frequently than once every three (3) months. The City shall not submit application for payment of, and shall not be entitled to receive, reimbursement of any Project Costs unless and until the conditions set forth in Section 2.2 have been satisfied.

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respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

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If to County: Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to: Manatee County Clerk of the Circuit Court
Angelina Colonnese
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to City: City of Anna Maria
10005 Gulf Drive, P.O. Box 779
Anna Maria, FL 34216
Attention: Mayor

Facsimile: (941) 708-6134

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

WHEREFORE, the County and the City have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
County Administrator

**CITY OF ANNA MARIA,
FLORIDA**

By: _____
Mayor/Pro Tem

ATTEST: _____, City Clerk

EXHIBIT “A”
to
Interlocal Agreement
Description of Project

ANNA MARIA CITY PIER PROJECT

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Due to Hurricane Irma damage, some permitting requirements have either been escalated or eliminated. The permitting process is already underway with an anticipated completion date of late 1st Qtr. 2018. Agencies involved include the Army Corps of Engineers, the Department of Natural Resources, FEMA, State of Florida and Manatee County.

Design and Engineering

Partially concurrent with the permitting process, the design and engineering process is focused upon replicating the look and feel of the City Pier, but with state-of-the-art components to ensure the 75-100 year service life. The primary structural components, such as the composition of the pilings and the pier deck planking have not been finalized and require commission approval prior to construction. Overall, the focus of this plan is to build an environmental and eco-friendly showcase, employing green technology and components in every step of the process, but with the look and feel of a 100 year old pier. Assuming no delays in the permitting process, the design and engineering process is anticipated to be complete by the end of the 2nd quarter of 2018.

Construction

Once the above steps are completed, construction will commence, using local qualified contractors whenever possible. The construction effort will be supervised and inspected by city resources throughout the process. Construction is anticipated to conclude no later than the end of the 4th Quarter, 2019, barring any unforeseen delays in the foregoing steps.

Total Projected Cost - \$3,200,000

The maximum anticipated costs to rebuild the pier to the specifications listed above with an anticipated service life of 75 – 100 years is \$3,200,000 (*not including the cost of the restaurant, which will be a separate renovation that would be managed by the City of Anna Maria; the County will not be participating in that part of the renovation process*). Efficiencies and material savings may be found during each step and process resulting in budgeted under-runs.

Anna Maria City Pier - Total Renovation

Request to expend up to \$1,500,000 in Tourist Development Tax Proceeds for a dollar for dollar match program with the City of Anna Maria (on a reimbursable basis) for total renovation of the Anna Maria City Pier, minus the restaurant component. Maximum match from the tourism tax proceeds would not exceed \$1,500,000 of the \$3.2 Million project, less the FEMA reimbursement to the City of Anna Maria. *FEMA will be reimbursing City of Anna Maria for the severe disintegration of the pier due to Hurricane Irma.*

Project would require the City of Anna Maria to:

- pay all renovation costs, then seek reimbursement from the County up to \$1.5 Million of the aggregate amount of \$3.2 Million less FEMA grants received.
- manage the project, and invoice County throughout the project as services are rendered from general contractor.
- keep the restaurant component of pier as a separate renovation that would be managed by the City, and County will not be participating in that part of the renovation process.
- maintain ownership of pier; and be responsible for any future maintenance to said pier.

In return, the County will gain a newly renovated pier that can be showcased to prospective visitors in the marketplace, and will enhance the quality of life for our residents.

INTERLOCAL AGREEMENT

regarding

ANNA MARIA PIER PROJECT

MANATEE COUNTY, FLORIDA
CITY OF ANNA MARIA, FLORIDA

This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the 7th day of December, 2017, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the **City of Anna Maria**, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the “City”.

RECITALS

WHEREAS, pursuant to and in accordance with Section 125.0104, *Florida Statutes* (the “Act”) and Article II of Chapter 2-29 of the Manatee County Code of Ordinances (the “Code”) the County levies and collects a five percent (5%) tourist development tax, a portion of the proceeds of which are legally authorized to be used to pay the cost of remodeling, repair and improvement of publicly-owned fishing piers within the meaning of the Act; and

WHEREAS, the City owns and operates a publicly-owned fishing pier known as the Anna Maria City Pier, and intends to remodel, repair and improve the pier within the meaning of the Act, as described in Exhibit “A” attached hereto (the “Project”); and

WHEREAS, Section 163.01, *Florida Statutes*, the “Florida Interlocal Cooperation Act”, permits the County and City to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the City wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to joint participation in the funding of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the City agree as follows:

Article I
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.

Article II
COUNTY CONTRIBUTION TOWARD PROJECT FUNDING

2.1 City Completion of Project. The City shall complete the Project, either with its own forces or through contracted service providers, substantially in accordance with the description of the Project set forth in Exhibit “A”.

2.2 County Matching Fund Contribution Toward Project Funding. The County shall reimburse the City for actual costs incurred in the design, permitting and construction of the Project, except for such costs that are reimbursed to the City by the Federal Emergency Management Agency (“FEMA”) (such eligible costs to be referred to herein as “Project Costs”), in an amount not to exceed one million five hundred thousand dollars (\$1,500,000.00), subject to:

- (i) On or before March 31, 2018, the City providing the County with (a) satisfactory evidence that the City has obtained the necessary permits for the Project, and (b) an engineer’s estimate for the Project, based on ninety (90%) design, stating an aggregate Project cost that does not exceed three million two hundred thousand dollars (\$3,200,000.00), to be reduced by any reimbursement to be received by the City from FEMA; and
- (ii) Throughout the course of the Project, the City paying at least fifty percent (50%) of such Project Costs up to a total reimbursement of one million five hundred thousand dollars (\$1,500,000.00) as they are incurred, as a dollar-for-dollar match of City and County funding of the Project.

The City shall also be responsible for paying one hundred percent of such Project Costs in excess of aggregate City and County funded Project Costs of three million two hundred thousand dollars (\$3,200,000), as may be necessary to complete construction of the Project.

2.3 Invoice and Payment. The County shall reimburse the City for fifty percent (50%) of the Project Costs up to a total of one million five hundred thousand dollars (\$1,500,000.00) described in Section 2.2 within ninety (90) days of receipt of an application for payment that meets the requirements of this Section. The City’s applications for payment shall be submitted as written requests to the Bradenton Area Convention & Visitors Bureau and shall: (i) identify all Project Costs

funded by the City for which a fifty percent (50%) matching fund reimbursement is requested; and (ii) include detailed invoices (indicated as paid with reference to date of payment and check number), copy of cancelled check (front & back) and a completed W-9 and any other documentation acceptable to the County reasonably necessary to identify the Project Costs incurred and funded by the City. The City shall apportion reimbursable costs on a monthly basis, and shall submit applications for payment no more frequently than once every three (3) months. The City shall not submit application for payment of, and shall not be entitled to receive, reimbursement of any Project Costs unless and until the conditions set forth in Section 2.2 have been satisfied.

2.4 Use of County Payments. The City shall use the funds paid by the County to the City hereunder solely for the purpose of paying Project Costs.

Article III
TERM AND TERMINATION.

3.1 Effective Date. This Interlocal Agreement shall take effect as of its date set forth above.

3.2 Termination. Unless terminated for cause in accordance with applicable law, this Interlocal Agreement shall terminate on January 1, 2020.

Article IV
AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the City by the City Council, and only if properly executed by all the parties hereto.

4.2. Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V
MISCELLANEOUS PROVISIONS

5.1 Validity. After consultation with their respective legal counsel, the County and the City each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement

constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the City, 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, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

5.3 Indemnification. To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an “indemnifying party”) shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Interlocal Agreement.

5.4 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.5 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

5.6 Headings; Pronouns. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.7 Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable.

5.8 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or

related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

5.9 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in Principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

5.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to: Manatee County Clerk of the Circuit Court
Angelina Colonnese
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to City: City of Anna Maria
10005 Gulf Drive, P.O. Box 779
Anna Maria, FL 34216
Attention: Mayor

Facsimile: (941) 708-6134

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

WHEREFORE, the County and the City have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
County Administrator

**CITY OF ANNA MARIA,
FLORIDA**

By: _____
Mayor/Pro Tem

ATTEST: _____, City Clerk

EXHIBIT “A”
to
Interlocal Agreement
Description of Project

ANNA MARIA CITY PIER PROJECT

Permitting

Due to Hurricane Irma damage, some permitting requirements have either been escalated or eliminated. The permitting process is already underway with an anticipated completion date of late 1st Qtr. 2018. Agencies involved include the Army Corps of Engineers, the Department of Natural Resources, FEMA, State of Florida and Manatee County.

Design and Engineering

Partially concurrent with the permitting process, the design and engineering process is focused upon replicating the look and feel of the City Pier, but with state-of-the-art components to ensure the 75-100 year service life. The primary structural components, such as the composition of the pilings and the pier deck planking have not been finalized and require commission approval prior to construction. Overall, the focus of this plan is to build an environmental and eco-friendly showcase, employing green technology and components in every step of the process, but with the look and feel of a 100 year old pier. Assuming no delays in the permitting process, the design and engineering process is anticipated to be complete by the end of the 2nd quarter of 2018.

Construction

Once the above steps are completed, construction will commence, using local qualified contractors whenever possible. The construction effort will be supervised and inspected by city resources throughout the process. Construction is anticipated to conclude no later than the end of the 4th Quarter, 2019, barring any unforeseen delays in the foregoing steps.

Total Projected Cost - \$3,200,000

The maximum anticipated costs to rebuild the pier to the specifications listed above with an anticipated service life of 75 – 100 years is \$3,200,000 (*not including the cost of the restaurant, which will be a separate renovation that would be managed by the City of Anna Maria; the County will not be participating in that part of the renovation process*). Efficiencies and material savings may be found during each step and process resulting in budgeted under-runs.

Monica Luff

From: William Clague
Sent: Wednesday, October 25, 2017 5:16 PM
To: Monica Luff
Cc: Mitchell Palmer; Alex Nicodemi; Ed Hunzeker; Dan Schlandt; Elliott Falcione; Charlie Hunsicker; Juliet Shepard
Subject: Reimbursement Agreement for Anna Maria City Pier Renovation; RLS-2017-0528
Attachments: Anna Maria Pier ILA v1.doc

Monica:

Pursuant to the above Request for Legal Services you have asked this office to draft a reimbursement agreement (Agreement) between the County and the City of Anna Maria for improvements to the Anna Maria City Pier. I provide the following in response:

1. Attached is a draft Agreement which largely follows the format we have used in other similar transactions.
2. Note that it requires additional detail from staff and/or the City in Exhibit "A", describing the improvements.
3. Note, too, that the Agreement departs from our usual format in that Sections 2.2 and 2.3 require the City to obtain permits and provide an engineer's cost estimate before the County is obligated to reimburse the City for any Project Costs. This reflects concern of both staff and this office about the risk of permitting and cost overruns associated with the Project.
4. Based on conversations with staff, I understand that there are still some outstanding business issues that need to be resolved. If this triggers the need for additional changes, I will be happy to make revisions to the draft Agreement without the need for you to submit another RLS.
5. As we discussed earlier today, the size and nature of this project (\$1 million for capital) triggers the need for an amendment to the tourist development plan (TDP). I understand that you will be submitting an additional RLS to this office for the preparation of an ordinance.

Please review the Agreement and let me know if you have any comments or suggested changes, particularly as far as additional business terms that staff would like included in the document. Once both of us are comfortable that the draft is complete, it can be submitted to the City and its counsel for review and comment.

Subject to resolution of any outstanding business issues and adoption of the necessary amendment to the TDP, I have no objection from a legal standpoint to the Agreement being scheduled for consideration by the Board. I express no opinion as to the business judgment of entering into the Agreement.

This concludes my response to the RLS.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org

INTERLOCAL AGREEMENT

regarding

ANNA MARIA PIER PROJECT

MANATEE COUNTY, FLORIDA
CITY OF ANNA MARIA, FLORIDA

This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the ___th day of _____, 2017, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the **City of Anna Maria**, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the “City”.

RECITALS

WHEREAS, pursuant to and in accordance with Section 125.0104, *Florida Statutes* (the “Act”) and Article II of Chapter 2-29 of the Manatee County Code of Ordinances (the “Code”) the County levies and collects a five percent (5%) tourist development tax, a portion of the proceeds of which are legally authorized to be used to pay the cost of remodeling, repair and improvement of publicly-owned fishing piers within the meaning of the Act; and

WHEREAS, the City owns and operates a publicly-owned fishing pier known as the Anna Maria City Pier, and intends to remodel, repair and improve the pier within the meaning of the Act, as described in Exhibit “A” attached hereto (the “Project”); and

WHEREAS, Section 163.01, *Florida Statutes*, the “Florida Interlocal Cooperation Act”, permits the County and City to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the City wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to joint participation in the funding of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the City agree as follows:

Article I

AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.

Article II COUNTY CONTRIBUTION TOWARD PROJECT FUNDING

2.1 City Completion of Project. The City shall complete the Project, either with its own forces or through contracted service providers, substantially in accordance with the description of the Project set forth in Exhibit "A".

2.2 County Matching Fund Contribution Toward Project Funding. The County shall reimburse the City for actual costs incurred in the design, permitting and construction of the Project, except for such costs that are reimbursed to the City by the Federal Emergency Management Agency ("FEMA") (such eligible costs to be referred to herein as "Project Costs"), in an amount not to exceed one million five hundred thousand dollars (\$1,500,000.00), subject to:

- (i) On or before _____, 2018, the City providing the County with (a) satisfactory evidence that the City has obtained the necessary permits for the Project, and (b) an engineer's estimate for the Project, based on ninety (90%) design, stating an aggregate Project cost that does not exceed three million two hundred thousand dollars (\$3,200,000.00), to be reduced by any reimbursement to be received by the City from FEMA; and
- (ii) Throughout the course of the Project, the City paying at least fifty percent (50%) of such Project Costs up to a total reimbursement of one million five hundred thousand dollars (\$1,500,000.00) as they are incurred, as a dollar-for-dollar match of City and County funding of the Project.

The City shall also be responsible for paying one hundred percent of such Project Costs in excess of aggregate City and County funded Project Costs of three million two hundred thousand dollars (\$3,200,000), as may be necessary to complete construction of the Project.

2.3 Invoice and Payment. The County shall reimburse the City for fifty percent (50%) of the Project Costs up to a total of one million five hundred thousand dollars (\$1,500,000.00) described in Section 2.2 within ninety (90) days of receipt of an application for payment that meets the requirements of this Section. The City's applications for payment shall be submitted as written requests to the Bradenton Area Convention & Visitors Bureau and shall: (i) identify all Project Costs funded by the City for which a fifty percent (50%) matching fund reimbursement is requested; and

(ii) include detailed invoices (indicated as paid with reference to date of payment and check number), copy of cancelled check (front & back) and a completed W-9 and any other documentation acceptable to the County reasonably necessary to identify the Project Costs incurred and funded by the City. The City shall apportion reimbursable costs on a monthly basis, and shall submit applications for payment no more frequently than once every three (3) months. The City shall not submit application for payment of, and shall not be entitled to receive, reimbursement of any Project Costs unless and until the conditions set forth in Section 2.2 have been satisfied.

2.4 Use of County Payments. The City shall use the funds paid by the County to the City hereunder solely for the purpose of paying Project Costs.

Article III
TERM AND TERMINATION.

3.1 Effective Date. This Interlocal Agreement shall take effect as of its date set forth above.

3.2 Termination. Unless terminated for cause in accordance with applicable law, this Interlocal Agreement shall terminate on January 1, 2020.

Article IV
AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the City by the City Council, and only if properly executed by all the parties hereto.

4.2 Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V
MISCELLANEOUS PROVISIONS

5.1 Validity. After consultation with their respective legal counsel, the County and the City each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance

with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the City, 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, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

5.3 Indemnification. To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party") shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Interlocal Agreement.

5.4 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

5.5 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

5.6 Headings; Pronouns. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.7 Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable.

5.8 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

5.9 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in Principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

5.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to: Manatee County Clerk of the Circuit Court
Angelina Coloneso
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to City: City of Anna Maria
10005 Gulf Drive, P.O. Box 779
Anna Maria, FL 34216
Attention: Mayor
Facsimile: (941) 708-6134

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

WHEREFORE, the County and the City have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
County Administrator

**CITY OF ANNA MARIA,
FLORIDA**

By: _____
Mayor/Pro Tem

ATTEST: _____, City Clerk

EXHIBIT "A"
to
Interlocal Agreement
Description of Project
[TO BE PROVIDED]

RESOLUTION B-18-023
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2017-2018

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2017-2018 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Department: CONVENTION AND VISITORS BUREAU
Fund: TOURIST DEVELOPMENT TAX
Description: Transfer \$1,500,000 from reserves in the Tourist Development Tax fund for total renovation of the Anna Maria City Pier, excluding the restaurant component owned by the City of Anna Maria. The Tourist Development Council recommended approval on December 4, 2017. An interlocal agreement with the City of Anna Maria will be presented along with this budget amendment.

Batch ID: EGB2718A

Reference: BU18000113

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 7th DAY OF December, 2017.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST: Angelina Colonnese,
Clerk of the Circuit Court

By: _____
Deputy Clerk