

BOARD OF COUNTY COMMISSIONERS

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MANATEE COUNTY, FLORIDA

Karen Stewart, Acting County Administrator
William E. Clague, County Attorney

Manatee County Administration Building
Honorable Patricia M. Glass Chambers, First Floor
1112 Manatee Avenue West, Bradenton
9:00 AM - March 23, 2021

**Board of County Commissioners
Port Authority**

**Second Revised Agenda and Notice of Public Meeting
March 23, 2021 - Regular Meeting**

This meeting can be viewed live on www.mymanatee.org/mga and on Manatee Government Access (MGA) Spectrum channel 644, Verizon channel 30, and Comcast channel 20.

Written comments can be submitted at www.mymanatee.org/comment by **Friday, March 19, at 2 p.m.** Be sure to include your name and submit your remarks by the meeting deadline. Commissioners may not receive your comments before the meeting if the form is submitted after the deadline.

During the meeting, comments may be delivered in person in the Honorable Patricia M. Glass Chambers at the Manatee County Administration Building, 1112 Manatee Avenue West, Bradenton. If you choose this option, you must adhere to the CDC's social distancing guidelines and face coverings are required.

Also during the meeting, the public can offer comments by phone by dialing 1-888-788-0099 or 1-877-853-5247. Enter Meeting ID Number **881 1357 9290** (followed by #).

Dial-in Instructions:

- Dial one of the zoom numbers and enter the Meeting ID number: **881 1357 9290** (followed by #)
- There are no participant IDs, please press (#)
- You will be placed into the call on mute
- (*) 9 to raise hand
- (*) 6 to unmute

A. CALL TO ORDER

B. INVOCATION (The Commission does not endorse the religious beliefs of any speaker.)

Invocation led by Shiraz Hassan, Islamic Society of Sarasota and Bradenton

C. PLEDGE OF ALLEGIANCE

D. ANNOUNCEMENTS

Updates to Agenda

11:00 a.m. Time Certain - Item No. 48 - Updates on CARES Act Strategies, the Emergency Rental Assistance Program, and Coronavirus Local Strategies involved with Testing, Local Data, Statistics, and Vaccine Distribution; Extension of Local State of Emergency

1:30 p.m. Time Certain - Item Nos. 1 and 2 - Awards / Presentations / Proclamations

2:00 p.m. Time Certain - Item No. 49 - Presentation of Candidates for the Position of Acting County Administrator

E. REQUESTS BY COMMISSIONERS (Items to be pulled from Consent Agenda)

F. AWARDS/PRESENTATIONS/PROCLAMATIONS (1:30 P.M. TIME CERTAIN)

Awards

1. Presentation of Retirement Award to Mark Simpson, Utilities Deputy Director

Proclamations (Motion required to adopt proclamations)

2. Adoption of Proclamation Designating March 8, 2021, as International Women's Day and March 2021 as Women's History Month in Manatee County

G. CITIZEN COMMENTS (Consideration for Future Agenda Items - 30 Minute Time Limit)

Each person will be limited to three (3) minutes. If the thirty (30) minute time period has been exhausted, the Board will entertain any remaining comments near the end of the meeting with the same three (3) minute per person time limitation.

3. Citizen Comments

H. CITIZEN COMMENTS (Consent Agenda Items Only)

Each person wishing to speak to Consent Agenda items will be limited to three (3) minutes per item; provided, however, that each person will be limited to speaking for a total of ten (10) minutes regardless of the number of items being discussed.

4. Citizen Comments

I. CONSENT AGENDA

Clerk of Circuit Court

5. Approval of the Clerk's Consent Agenda dated March 23, 2021

Attorney

6. Betty Hill v. Manatee County, Case No.: 2019-CA-1290; Motion to reject Plaintiff's offer of settlement to Manatee County in the amount of \$165,000.00. **Clague**
7. Diane Johnston v. Rick Wells in his capacity as Sheriff of Manatee County; Case No.: 2020-CA-4432; Motion to Allow Plaintiff's Proposal for Settlement in the amount of \$200,000.00 to Rick Wells, Sheriff of Manatee County to expire and take no action regarding the Proposal for Settlement. **Polk**
8. Motion to approve settlement in the matter of Adris Humphrey v. Manatee County, OJCC Case No. 10-011280 EBG, Date of Accident: August 5, 2009; C/SA Claim No. A2270162 **Polk**

Building and Development Services

9. Approval of Final Plat and Associated Documents for Cresswind Phase II, Subphases A, B, & C
10. Approval of Final Plat and Associated Documents for Lake Club Ph IV, Subphase B-2 aka Genoa
11. Approval of Final Plat and Associated Documents for Summerhouse

Financial Management

12. Adoption of FY21 Budget Amendment Resolution B-21-056
13. Authorization to Award and Execute Agreement No. 20-TA003483CD for Professional Transportation Engineering Services for 9th Avenue NW project - from 71st Street NW to 99th Street NW to Kimley-Horn & Associates, Inc.
14. Authorization to Award and Execute Agreement No. 21-R076446CD for SR70 at Post Boulevard Temporary Signal to MSB Services, LLC
15. Authorization to Award Invitation for Bid Construction (IFBC) No. 21-TA003529SAM for the Stormwater Discharge Maintenance Program - Lake Brendan Silt Basin; Execution of Agreement with Energy Resources, Inc.
16. Authorization to Award Invitation for Bid Construction (IFBC) No. 21-TA003584DJ for Installation of Force Main at 41st Avenue East and I-75; Execution of Agreement; Adoption of Budget Resolution B-21-060
17. Authorization to Rescind the Individual Agreement Not-to-Exceed Amounts for Agreement No. 15-0909JE for Professional Transportation Engineering Services
18. Authorization to Rescind the Aggregate Not-to-Exceed Amount for Agreement No. 15-1805JE for Temporary Employment Services

19. Execution of Amendment No. 2 to Agreement No. 19-TA003044CD for Design-Build Agreement for Manatee County East County New Library for Design and Pre-construction Services and for the Development of a Guaranteed Maximum Price (GMP) and Schedule for Construction
20. Execution of Change Order No. 1 to Agreement No. 19-TA003062AJ - Southeast Water Reclamation Facility (SEWRF) Return Activated Sludge (RAS) / Waste Activated Sludge (WAS) Upgrade and Plant Drain Pump Station (PDPS) Project
21. Execution of Change Order No. 4 to Work Assignment No. 1 for Agreement No. 15-0909JE: Moccasin Wallow Road (from US 41 to Gillette Drive)

Neighborhood Services

22. Adoption of Resolution R-21-042 Authorizing the Acceptance and Execution of Agreement from Senior Connection Center, Inc., for the 2021 Emergency Home Energy Assistance for the Elderly Program; and Adoption of Budget Resolution B-21-059
23. Approval of a 2020-2021 Neighborhood Enhancement Grant with Rosedale Master Homeowners Association for Invasive Species Removal; Authorization for the County Administrator, or Designee, to Approve and Execute Reimbursement Agreement **Nicodemi**
24. Execution of Amendment 001 to the State FY 20/21 Alzheimer's Disease Initiative (ADI) Grant Agreement ADI-20/21-MAN with Senior Connection Center, Inc.; Adoption of Budget Resolution B-21-057
25. Execution of Amendment 001 to the State FY 20/21 Community Care for the Elderly (CCE) Grant Agreement CCE-20/21-MAN with Senior Connection Center, Inc.; Adoption of Budget Resolution B-21-026
26. Execution of Amendment 001 to the State FY 20/21 Home Care for the Elderly (HCE) Grant Agreement with Senior Connection Center, Inc.; Adoption of Budget Resolution B-21-058

Parks and Natural Resources

27. Execution of an Access and Mitigation Agreement between the City of Bradenton Beach and Manatee County for Navigational Access Improvement and Associated Environmental Mitigation **Nicodemi**

Property Management

28. Acceptance and Recording of Warranty Deed from Lakewood Ranch Commerce Park Owners Association, Inc for Property Located along Lakewood Ranch Boulevard, Bradenton, Florida 34211
29. Acceptance of Warranty Deed from Timothy D. Bragg for Property located at 7000 Prospect Road, Sarasota, Florida 34243

30. Adoption of Resolution R-21-016 Declaring a Public Hearing to Vacate a Portion of 69th Street East in Bradenton, Florida 34203 **D'Agostino**
31. Execution and Recording of County Deed from Manatee County to Kevin P. Devine and Kathryn E. Devine, co-trustees of the Kevin P. Devine Revocable Trust Dated August 30, 2006, for a drainage easement located at 11484 52nd Court East, Parrish, Florida 34219 **D'Agostino**
32. Execution of Contract for Sale and Purchase for a Permanent Easement with Lakewood Ranch Commerce Park, LLC, for Property located at 10307 Technology Terrace, Bradenton, Florida 34211
33. Execution of Contract for Sale and Purchase for a Permanent Easement with Lakewood Ranch Commerce Park Owners Association, Inc., for Property Located Near 44th Avenue East
34. Execution of Contract for Sale and Purchase with Lakewood Ranch Commerce Park Owners Association, Inc., for Property located near 44th Avenue East

Public Works

35. Adoption of Resolution R-21-021 Authorizing Execution, Submission, and Acceptance of Annual Transit Grant Applications for Federal Transit Administration (FTA) Section 5307 Urbanized Area Formula Grant and Section 5339 Bus & Bus Facilities Grant Program, Federal Fiscal Year 2021 Apportionments
36. Adoption of Resolution R-21-035 Authorizing Submission of the 2021 Manatee County Government Title VI/Nondiscrimination Assurance to the Florida Department of Transportation
37. Authorization to Classify Equipment as Surplus; Adoption of Resolution R-21-043 Authorizing Donation to University of Florida
38. Execution of Alternative Wastewater Connection Agreement for Rye Crossings with Linda M. Hirsch for the Developer to Connect Rye Crossing to the Manatee County Wastewater System via means of an Alternative Connection **Clague**
39. Execution of Mutual Release and Hold Harmless Agreement Between Timothy E. Hayden and Cindy L. Petrat-Hayden and Manatee County for Property Located at 6924 26th Street West, Bradenton **D'Agostino**

Redevelopment and Economic Opportunity

40. Adoption of Resolution R-21-038 Authorizing an Economic Development Incentive Grant - Project Essence

- 41. Approval and Execution of the Subordination Agreement for Oakwood Apartments, LLC to Allow for the Sale of the Development to 6720 Oakwood Holdings, LLC and to Preserve Affordability Restrictions. **Clague**

J. APPROVAL OF CONSENT AGENDA

Motion to Approve the Consent Agenda

K. ADVISORY BOARD APPOINTMENTS

Financial Management

- 42. Appointment of Three Residents to the Infrastructure Sales Tax Citizens Oversight Committee

L. PORT AUTHORITY

M. ADVERTISED PUBLIC HEARINGS (Presentations Upon Request)

Administrator

- 43. Approval and Execution of LDA-09-04(R5) - Second Amended and Restated Local Development Agreement for Summerwoods – PLN2004-0021 - Quasi Judicial **Clague**

Public Works

- 44. Adoption of Ordinance 21-16 - No Parking Amendment **Morris**

N. ADVERTISED PUBLIC HEARINGS (Presentation Scheduled)

Redevelopment and Economic Opportunity

- 45. Authorize submission of the 2019/20 Housing and Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER)

O. REPORTS

Administrator

- 46. Dashboard Report - Provided for Informational Purposes

Redevelopment and Economic Opportunity

- 47. Presentation of Redevelopment and Economic Development Annual Reports

P. REGULAR

Administrator

48. 11:00 A.M. TIME CERTAIN - Updates on CARES Act Strategies, the Emergency Rental Assistance Program, and Coronavirus Local Strategies involved with Testing, Local Data, Statistics, and Vaccine Distribution; Extension of Local State of Emergency

Human Resources

49. 2:00 P.M. TIME CERTAIN - Presentation of Candidates for the Position of Acting County Administrator **Clague**

Q. COMMISSIONER AGENDA

Commissioner Servia

50. Update on Tallahassee Trip

Commissioner Van Ostenbridge

51. Direction to County Administrator to set aside 200 COVID 19 Vaccines for Manatee Sheriff's Office Deputies or Corrections Officers who wish to receive a Vaccine

R. CITIZEN COMMENTS (Continuation of Consideration for Future Agenda Items, if Needed)

S. COMMISSIONER COMMENTS

T. ADJOURN

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions including one's access to, participation in, employment with, or treatment in its programs or activities. Anyone requiring reasonable accommodation for this meeting as provided for in the Americans with Disabilities Act (ADA), or assistance with accessing any of these documents, should contact Carmine DeMilio at (941) 792-8784 Ext. 8203 or carmine.demilio@mymanatee.org.

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

All public comment on quasi-judicial agenda items is required to be under oath and must occur at a duly noticed public hearing. The Citizens' Comments portion of the agenda is not an advertised public hearing, and no comments on quasi-judicial agenda items are authorized during the Citizens' Comments portion of the agenda.

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



County Administrator's Office
1112 Manatee Avenue West
Bradenton, FL 34205
Phone number: (941) 745-3717

MEMORANDUM

To: Cheri Coryea, County Administrator
From: Diane Vollmer, Agenda Coordinator

Date: March 22, 2021

Subject: **Agenda Update for Meeting of March 23, 2021**

This memo and the changes indicated below are reflected in the electronic agenda.

Changes to Consent Agenda

PROPERTY MANAGEMENT

Item 31 - Execution and Recording of County Deed from Manatee County to Kevin P. Devine and Kathryn E. Devine for a drainage easement located at 11484 52nd Court East, Parrish

- The second page of Exhibit A to the County Deed, which was inadvertently included, has been removed.

PUBLIC WORKS

Item 38 - Execution of Alternative Wastewater Connection Agreement for Rye Crossings with Linda M. Hirsch for the Developer to Connect Rye Crossing to the Manatee County Wastewater System via means of an Alternative Connection

- The agreement, executed by Ms. Hirsch and containing Exhibits A and B, was attached to this agenda item. Exhibits C and D, which were not a part of this agreement, were removed.

Changes to Regular Agenda

ADMINISTRATOR

Item 48 - Updates on CARES Act Strategies, the Emergency Rental Assistance Program, and Coronavirus Local Strategies involved with Testing, Local Data, Statistics, and Vaccine Distribution; Extension of Local State of Emergency

- The following presentations were added to this item:
 - American Rescue Plan 2021 – Coronavirus State & Local Recovery Fund
 - On-going Response to the COVID 19 Pandemic

HUMAN RESOURCES

Item 49 - 2:00 P.M. TIME CERTAIN - Presentation of Candidates for the Position of Acting County Administrator

- A Form Resolution and Contract for Dr Scott Hopes as Acting Administrator (provided by Commissioner Van Ostenbridge) was added to this agenda item.

Change to Commissioner Agenda

COMMISSIONER SERVIA

Item 50 - Update on Tallahassee Trip

Commissioner Servia's notes were attached to the agenda item.

Addition to Commissioner Agenda

COMMISSIONER VAN OSTENBRIDGE

Item 51 - Direction to County Administrator to set aside 200 COVID 19 Vaccines for Manatee Sheriff's Office Deputies or Corrections Officers who wish to receive a Vaccine

THIS INSTRUMENT PREPARED BY:

Maggie Gaughan, Real Property Specialist
Manatee County Government
Property Management Department
On behalf of Joy Leggett-Murphy, Property Acquisition Division Manager
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PID NO: 470944859

SPACE ABOVE THIS LINE FOR RECORDING DATA

COUNTY DEED

(Pursuant to Section 125.411 Florida Statutes)

THIS COUNTY DEED is made this ___ day of March, 2021, by **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and whose street address is 1112 Manatee Avenue West, Bradenton, Florida 34205, party of the first part, (**Grantor**), and **KEVIN P. DEVINE AND KATHRYN E. DEVINE**, as co-trustees of the Kevin P. Devine Revocable Trust Dated August 30, 2006, whose mailing address is 11484 52nd Court East, Parrish, Florida 34219, party of the second part, (**Grantee**).

WITNESSETH that Grantor, for and in consideration of the sum of **ONE AND 00/100 DOLLAR (\$1.00)** to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, his or her heirs and assigns forever, the following described land lying and being in Manatee County, Florida (**Property**):

See legal description in **Exhibit A**, attached and incorporated in this County Deed by reference.

IN WITNESS WHEREOF Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

EXHIBIT "A" VACATION OF EASEMENT



SCALE: 1"=20'

ABBREVIATIONS:

DE	DRAINAGE EASEMENT
UE	UTILITY EASEMENT
SR	STATE ROAD
HWY	HIGHWAY
LB	LICENSED BUSINESS
MCR	MANATEE COUNTY RECORDS
ORB	OFFICIAL RECORD BOOK
PSM	PROFESSIONAL SURVEYOR MAPPER
R/W	RIGHT OF WAY
PG(S)	PAGE(S)
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
PB	PLAT BOOK
#	NUMBER
ID	IDENTIFICATION
(P)	PLAT
SQ FT	SQUARE FEET

NOTES:

1. PROPERTY LEGAL DESCRIPTION PROVIDE BY CLIENT
2. NO SEARCH OF THE PUBLIC RECORD FOR THE PURPOSE OF ABSTRACTING TITLE WAS PERFORMED BY THIS OFFICE
3. BEARING BASIS: THE NORTHEASTERLY LINE OF LOT 57, AS BEARING N29°35'00"W PER PB 45, PGS 14-24, MANATEE COUNTY RECORDS.
4. THIS IS NOT A BOUNDARY SURVEY.

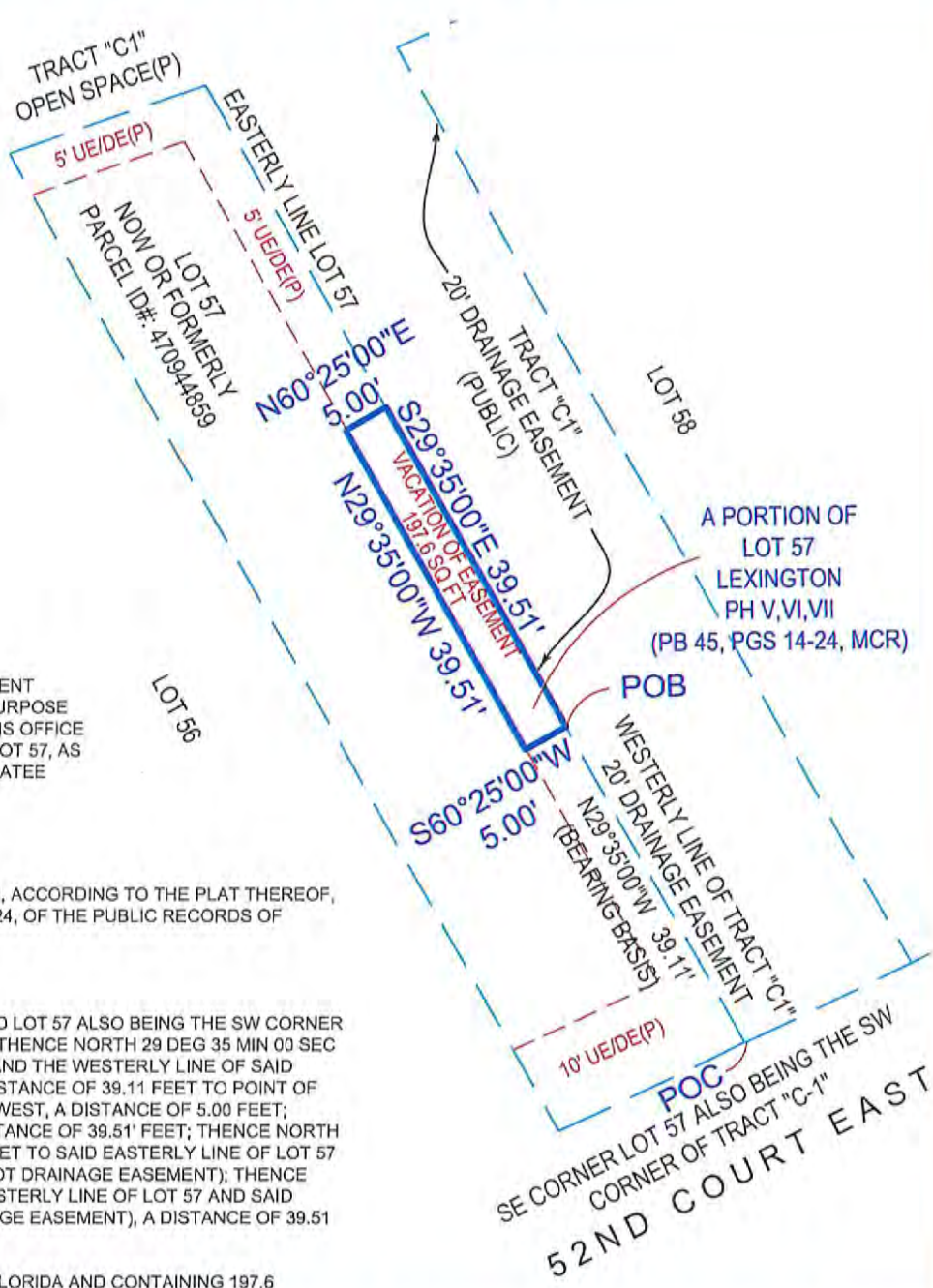
LEGAL DESCRIPTION: (RELEASE OF EASEMENT)

A PORTION OF LOT 57, LEXINGTON PHASES V, VI, VII, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 45, PAGES 14 THROUGH 24, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 57 ALSO BEING THE SW CORNER OF TRACT "C-1" (A 20 FOOT DRAINAGE EASEMENT); THENCE NORTH 29 DEG 35 MIN 00 SEC WEST ALONG THE EASTERLY LINE OF SAID LOT 57 AND THE WESTERLY LINE OF SAID TRACT "C-1" (A 20 FOOT DRAINAGE EASEMENT), A DISTANCE OF 39.11 FEET TO POINT OF BEGINNING; THENCE SOUTH 60 DEG 25 MIN 00 SEC WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 29 DEG 35 MIN 00 SEC WEST, A DISTANCE OF 39.51' FEET; THENCE NORTH 60 DEG 25 MIN 00 SEC EAST, A DISTANCE OF 5.00 FEET TO SAID EASTERLY LINE OF LOT 57 AND SAID WESTERLY LINE OF TRACT "C-1" (A 20 FOOT DRAINAGE EASEMENT); THENCE SOUTH 29 DEG 35 MIN 00 SEC EAST ALONG SAID EASTERLY LINE OF LOT 57 AND SAID WESTERLY LINE OF TRACT "C-1" (A 20 FOOT DRAINAGE EASEMENT), A DISTANCE OF 39.51 FEET TO POINT OF BEGINNING.

LANDS SITUATE AND BEING IN MANATEE COUNTY, FLORIDA AND CONTAINING 197.6 SQUARE FEET, MORE OR LESS.



SHEET 1 OF 1 (SKETCH OF DESCRIPTION - NOT A BOUNDARY SURVEY)

PROJECT NO. 100085978

DATE: 6/25/2020

DRAWN BY: KDM



5601 CORPORATE WAY, SUITE 103
WEST PALM BEACH, FL 33407

PH: 561.508.6272 NexgenSurveying.com
FAX: 561.508.6309 LB 8111

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CLYDE O. MCNEAL PSM 2883
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NOT VALID WITHOUT AN EMBOSSED SEAL AND ORIGINAL SIGNATURE

**ALTERNATIVE WASTEWATER CONNECTION
for
RYE CROSSINGS**

***Manatee County, Florida
Hirsch Family Trust***

THIS ALTERNATIVE WASTEWATER CONNECTION AGREEMENT (the “**Agreement**”), is made and executed as of the ____ day of _____, 2021, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as (the “**County**”), and **LINDA M. HIRSCH**, Trustee of the Hirsch Family Trust u/a/d October 21, 2005, whose address is 700 Monterey Boulevard Northeast, St. Petersburg, FL 33704, and its successors, transferees, and assigns as their names may appear, hereinafter referred to as (the “**Developer**”).

RECITALS:

A. Developer is the owner and developer of real property located in Manatee County, Florida, more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference (the “**Property**”); and

B. The Property will consist of up to one hundred eighteen (118) single family residential detached units (the “**Project**”), and has received the approval of the County for such development pursuant to the authorizations set forth in that certain Manatee County Zoning Ordinance PDR-19-09(Z)(P) known as Rye Crossing; and

C. Developer desires to connect the Project to the County's wastewater collection system for the benefit of the Project; and

D. Developer has requested permission to connect to the County's wastewater collection system in a method deviating from the County's Wastewater System Master Plan, as more particularly described on **Exhibit “B”** attached hereto and incorporated herein by reference (the “**Alternative Connection**”), which will impose certain future costs upon the County to complete the wastewater collection system in accordance with said Master Plan; and

E. The County is willing to permit Developer to connect to the County's wastewater collection system through such Alternative Connection if and only if the Developer prepays its proportionate fair share of the future build-out of the wastewater collection system in accordance with said Master Plan, as a proportionate fair share cost of providing wastewater collection service to the Project, and as advance payment of the Line Capacity Fee, hereinafter defined, adopted by the County; and

F. The County and the Developer wish to enter into this Agreement to establish

their mutual rights and obligations with respect to the connection of the Project to the County's wastewater collection system.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference as if fully set forth herein.

II. **Alternative Connection.**

(A) **Developer's Responsibility.** Connection to the County wastewater collection system is required pursuant to the Manatee County Comprehensive Plan. The cost of connection, including the design, permitting and construction of off-site extensions of lines, shall be the responsibility of the Developer. Such off-site extension shall be constructed in accordance with Section 2-31-05 of the Manatee County Code of Ordinances and the County's Utilities Engineering Standards.

(B) **Alternative Connection.** The Developer has proposed an Alternative Connection to which the County hereby agrees, subject to the following conditions:

- i. The Developer has proposed the Alternative Connection within County right of way based on a preliminary route and conceptual design as more particularly shown on **Exhibit "B."** The Alternative Connection has been verified by the County Engineer, who has determined: (i) the existing wastewater system has sufficient capacity to support the Alternative Connection, taking into consideration all existing connections, entitlements, and issued CLOSs, and (ii) the route of the Alternative Connection lies within County right of way. County will grant to Developer access to any existing County easements necessary to complete the Alternative Connection.
- ii. The Alternative Connection shall be designed, engineered and permitted by the Developer consistent with Manatee County Public Works Standards, subject to approval by the County Engineer through the construction plans review process.
- iii. The Developer shall, within one (1) year of the Effective Date, secure approval of an FSP for the Project (including all necessary final site plan and construction plan approvals) and pay the PFSM Payment as advanced payment of the Line Capacity Fee pursuant to subsection (C), below prior to receiving FSP approval.
- iv. The cost of connection, including the design, permitting and construction of the Alternative Connection lines, and all necessary associated

upgrades and infrastructure, shall be the responsibility of the Developer.

- v. At a future time, when the alternative connection infrastructure has been adopted as a component of the master plan, the Developer is not entitled to reimbursement of, or credit for, the cost of the alternative connection.

(C) Payment of PFSM Payment / Line Capacity Fee. The County has established a line capacity fee, as a component of the County's facility investment fee (hereinafter "Line Capacity Fee"), for the wastewater service area in which the Project is located. The Line Capacity Fee will constitute an impact fee adopted in accordance with Section 163.13801, *Florida Statutes*, to pay the cost of building out the wastewater lines in the service area in accordance with the County's applicable master plan. Without such Line Capacity Fee, the County will lack a fiscally sound mechanism to assure that the Developer and other developers in the wastewater service area pay their proportionate share of the cost of extending wastewater service to the service area. This will result in the County lacking the legally available funds to pay the cost of such build out. Accordingly, the approval of the Alternative Connection, and the right of the Developer to connect to the County's wastewater system through the Alternative Connection and utilize the system capacity allocated to the Project, are also subject to and conditional upon compliance with the following:

- i. Prior to FSP approval, Developer shall pay \$799.00 per single-family dwellings (the "PFSM Payment"), for the total number of single-family dwellings approved with the FSP for the Project (118 single-family dwellings, for a total payment of \$94,282.00) as the Developer's proportionate fair share cost of providing wastewater line capacity for the Project. The Developer's PFSM Payment shall constitute a pre-payment of the adopted Line Capacity Fee, such that no additional fees (other than the balance of those Facility Investment Fees in effect as of the Effective Date) shall be due from Developer in order to proceed with connecting to the County's wastewater collection system.
- ii. For so long as Developer maintains a valid FSP approval for the Project, Developer shall be entitled to utilize the Alternative Connection to connect to the County's wastewater collection system, and Developer shall not be required to pay any additional fees (other than the balance of those Facility Investment Fees in effect as of the Building Permit Date, if any) or to install any additional improvements as a condition of connecting to the County's wastewater collection system.

In the event that the above applicable conditions are not met, the Developer shall be required, subject to the approval of the County Engineer, to connect to the wastewater system in full compliance with the County's applicable master plan for build out of the wastewater system, at the Developer's sole expense.

(D) The parties understand and intend that the Alternative Connection is to be

constructed in conjunction with the Project. In the event that Developer does not proceed with Project, and, therefore, does not construct the Alternative Connection as contemplated by this Agreement, the County, at Developer's sole election, shall reimburse Developer for the full PFSM Payment.

III. No Development Rights Conferred. The parties understand, acknowledge, and agree that no approval is given hereby for the development of the Property. Nothing contained in this Agreement shall (i) create any development rights in favor of the Developer or the Property; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the County pursuant to all applicable standards and requirements. All land use authorizations and all development and construction rights and authorizations shall be obtained upon proper application and in compliance with all applicable standards and requirements, including without limitation those set forth in the Manatee County Comprehensive Plan, the Manatee County Land Development Code, the County's Engineering Standards Manual, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

IV. No Further Obligations. The obligations of the County and Developer are limited to those expressly set forth herein. This Agreement shall not be construed to give rise to any further obligations on the part of the Developer or County, express or implied.

V. Indemnity. To the extent permitted by law, and, in the case of the County, subject to the limitations set forth in Section 768.28, Florida Statutes, each of the parties hereto shall indemnify, defend, save, and hold harmless the other, its officers, agents, and employees from and against all suits, actions, claims, demands, costs, penalties, fines, or liability of any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of the indemnifying party, its consultants, contractors, officers, agents, or employees in the performance of this Agreement.

VI. 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.

VII. Remedies. Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance of the other party.

VIII. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.

IX. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined

to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

X. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

XI. Designation of Representatives; Notices. The parties hereby designate the persons set forth below as their agents and each party agrees that its agents shall be responsible for the administration of this Agreement and shall be duly authorized to perform and request all acts necessary for the administration and performance of this Agreement. Every notice, request, or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

If to Developer: **LINDA M. HIRSCH**
700 Monterey Boulevard Northeast
St. Petersburg, FL 33704

With a copy to: Grimes Hawkins Gladfelter & Galvano, P.L.
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Kyle W. Grimes, Esquire

If to County: County Administrator / Manatee County
P.O. Box 1000
Bradenton, FL 34206

With a Copy to: County Attorney / Manatee County
P.O. Box 1000
Bradenton, FL 34206

XII. Disclaimer of Third Party Beneficiaries; Joint Venture or Partnership. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto. This

Agreement shall not be construed to create a joint venture or partnership between the parties hereto.

XIII. Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this 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.

XIV. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this 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.

XV. Headings. The headings or captions of sections or paragraphs used in this 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 Agreement.

XVI. List of Exhibits. Exhibits attached hereto and incorporated herein by reference are as follows:

Exhibit "A"	The Property
Exhibit "B"	Alternative Connection

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"COUNTY"

MANATEE COUNTY, a political subdivision of the State of Florida


By its Board of County Commissioners

By: _____
Chairperson

ATTEST:
Angelina M. Colonnese
Clerk of Circuit Court

By: _____

WITNESSES:


(Signature)
Print Name: DAKOTA HIRSCH


(Signature)
Print Name: Keri Hirsch

"DEVELOPER"

LINDA M. HIRSCH, Trustee of the Hirsch Family Trust u/a/d October 21, 2005

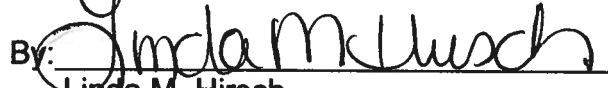
By: 
Linda M. Hirsch
Its: Trustee

EXHIBIT "A"
The Property

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE ALONG THE EAST LINE OF SAID SECTION 13, N.00°41'24"E., 1700.89' TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2511, PAGE 7743, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LANDS, N.88°25'41"W., 2745.38' TO THE POINT OF BEGINNING OF LAND BEING DESCRIBED: THENCE CONTINUE N.88°25'41"W., 1751.63' TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH RYE ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1684, PAGE 6963, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (BEING A VARIABLE WIDTH PUBLIC RIGHT OF WAY), SAID POINT ALSO BEING ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 3869.72' AND A DELTA ANGLE OF 02°54'40", WHOSE CHORD BEARS N.01°43'42"E.; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE IN A NORTHERLY AND COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 196.62'; THENCE LEAVING SAID CURVE ON A NON TANGENT LINE, N.00°34'22"E., 203.52'; THENCE S.88°25'45"E., 1010.83'; THENCE N.02°25'57"E., 1091.57'; THENCE N.57°47'08"E., 423.72'; THENCE N.50°35'25"E., 538.88'; THENCE S.02°26'27"W., 2080.82' TO THE POINT OF BEGINNING AND CONTAINING 1,727,204.79 SQUARE FEET, OR 39.651 ACRES, MORE OR LESS;

SUBJECT TO EASEMENTS, RESTRICTIONS AND/OR RIGHTS OF WAY OF RECORD, IF ANY.

EXHIBIT "B"
Alternative Connection

See plans attached hereto.

RYE CROSSING
MASTER UTILITY PLAN

BOE, Inc.
551 N. CATTARAUGUS STREET, SUITE 100
WEST CHESTER, OHIO 43081
DATE: 12/22/22
DRAWN BY: JAD/MSB
CHECKED BY: DAB
DESIGNED BY: JAD/MSB
REVISIONS:
REV: [] DESCRIPTION:
DATE: []

DATE	REV	DESCRIPTION

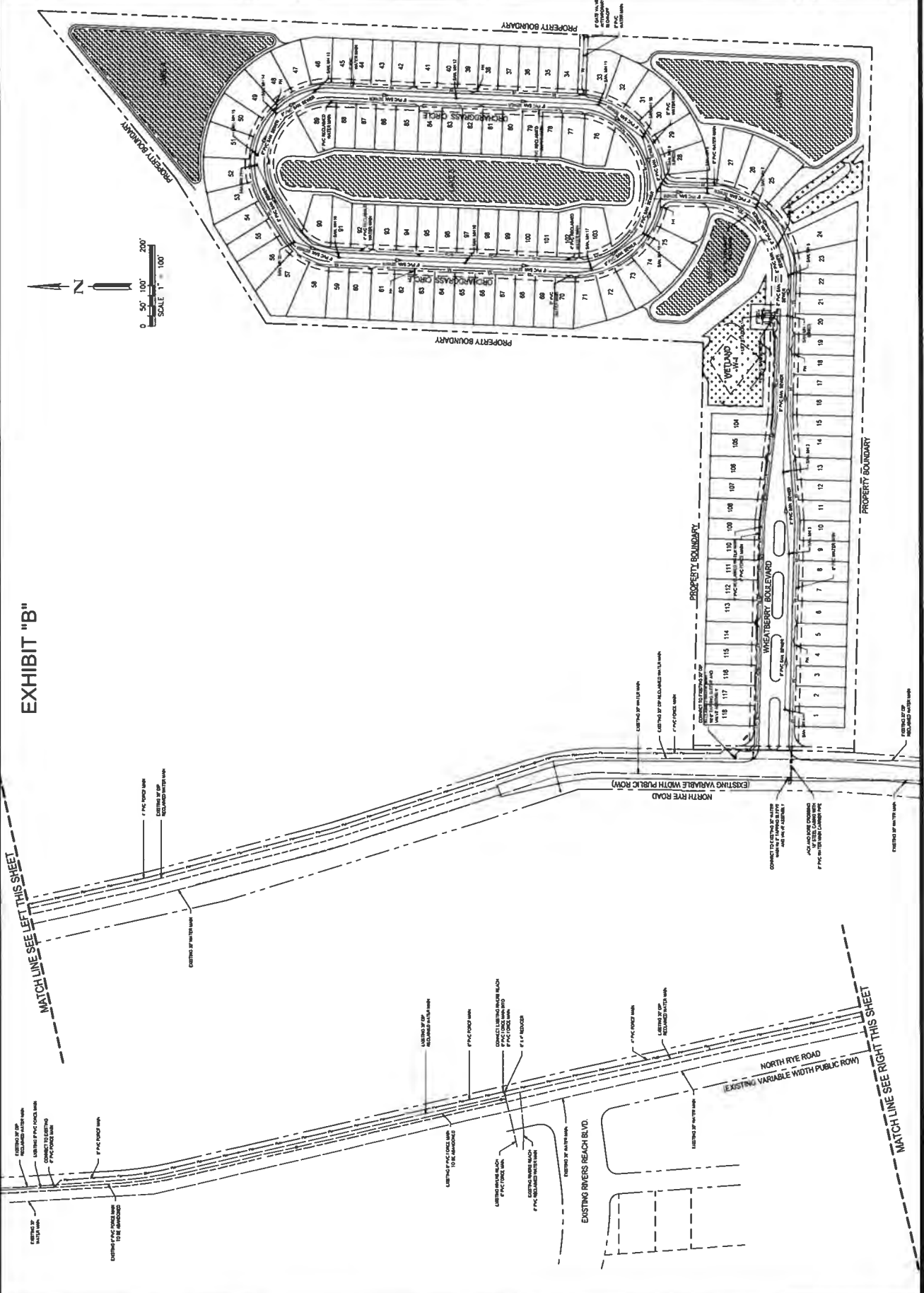
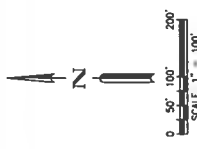


EXHIBIT "B"

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Agenda Item 48

American Rescue Plan 2021 Coronavirus State & Local Recovery Fund

Karen Stewart, Deputy County Administrator

March 23, 2020



Brief Overview of Past Relief

Florida Association of Counties / National Association of Counties

- **CARES Act, approved March 27, 2020**
 - \$70 M as subrecipient of State
 - Deadline 12/30/2020

- **Extension of CARES Act / Emergency Rental Assistance, approved December 27, 2020**
 - \$12 M direct
 - Deadline 12/31/2021



ARP Direct Federal Aid to States

\$362 Billion allocated as follows:

- **States and District of Columbia: \$195 Billion**
 - \$25.5 Billion equally divided (State minimum \$500 Million)
 - \$169 Billion allocated based on state's share of unemployed workers over three month period
 - \$1.25 Billion in additional aid for DC
 - Florida – 4th largest allocation



ARP Direct Federal Aid to Counties

- Counties receive a direct Federal allocation based on share of population
 - Manatee County = \$78.2 Million + \$12 Million in 2nd round ERA

- Cities receive their own sum of money

Bradenton \$11 Million

Palmetto \$ 5.7 Million

Longboat Key \$ 3 Million

Holmes Beach \$1.8 Million

Anna Maria \$740,432

Bradenton Beach \$537,464



Use of Funds

Response to Public Health Emergency and its negative impacts with assistance for:

- Households
- Small businesses
- Nonprofits
- Hard hit industries
 - Tourism
 - Travel
 - Hospitality



Use of Funds

- Premium pay for eligible County workers that perform essential work
- Grants to eligible employees who perform essential work in communities
- Loss of revenue of local government services
 - Online sales tax
 - Gas tax reductions
 - Park & Recreation fee reductions
 - Clerk and court system reductions
- Provide necessary investments in water, sewage, or broadband infrastructure



US Treasury

- All funds will be distributed to local governments directly
- Deadline to expend funds will be December 31, 2024
- Funds distributed in two allocations
 - 50% within 60 days of enactment
 - 50% no sooner than 12 months later
- Reporting requirements
 - Detailed accounting
 - Repayment required for any funds used in violation



Additional Funds of Interest

- Coronavirus Capital Projects Fund
- Local Assistance and Tribal Consistency Fund
- Vaccine Distribution
- COVID-19 Testing and Contact Tracing
- Medicaid Support
- Emergency Rental Assistance



Next Steps

- Identify projects unfinished under CARES
- Identify infrastructure projects
- Determine collaborators and partners
- Identify capacity to implement programs
- Develop strategy for Board approval
- Provide next report to Board on April 6, 2021



On-going Response to the COVID-19 Pandemic

Jacob Saur, Director of Public Safety
BOCC Meeting
March 23, 2021

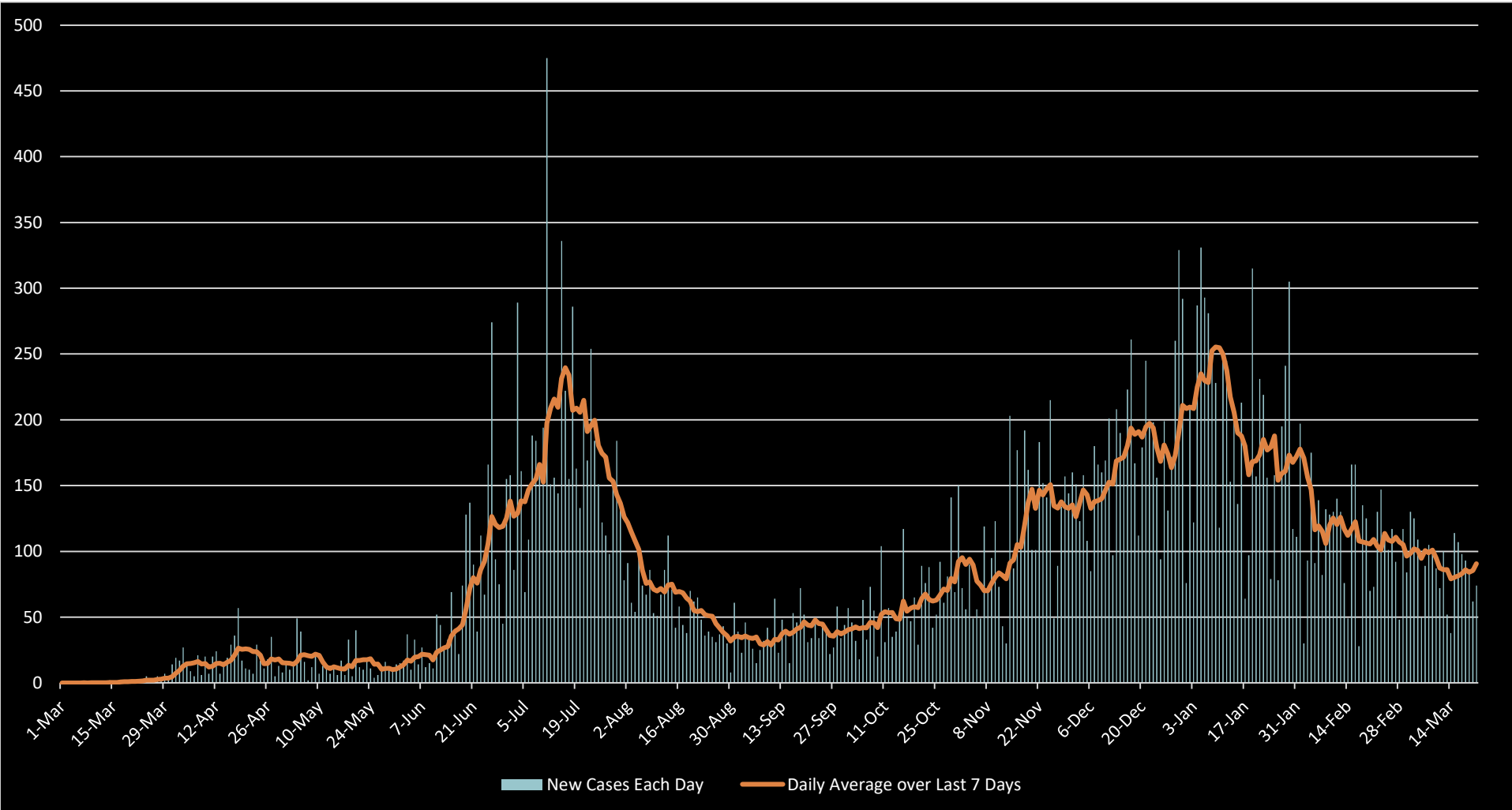


COVID-19 Key Data and Indicators

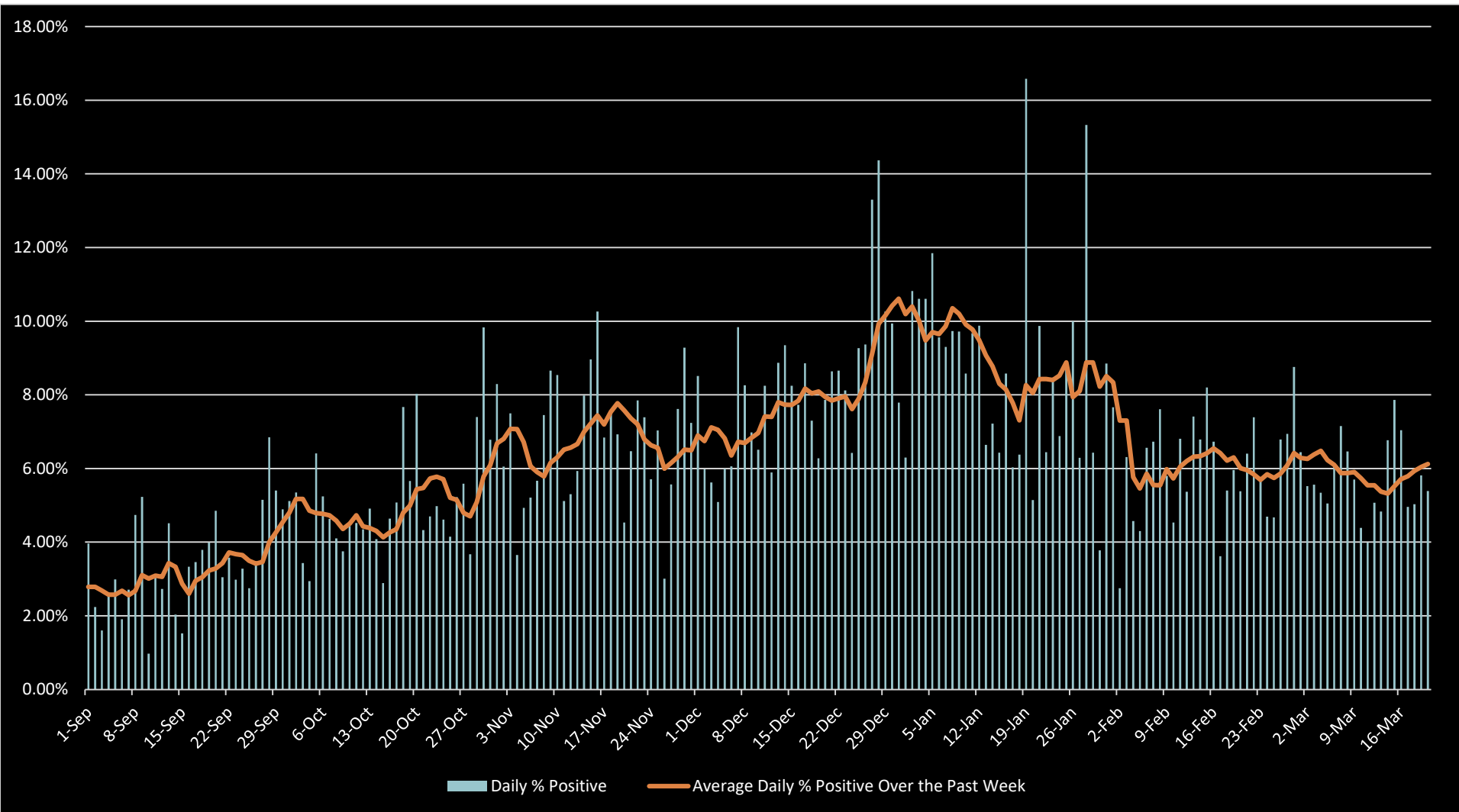
- 33,140 positive Manatee County residents with 630 fatalities (increase of 1,143 cases and 16 deaths since March 9)
- 6.5% positivity rate for tests conducted in the last 7 days (5.9% on March 9)
- 30 new COVID-19 hospitalizations since March 9
- Manatee County EMS reports continued long turnaround times at local hospitals and is working to address these issues with hospital leadership
- County EOC remains at Level 2 Activation and under a Local State of Emergency



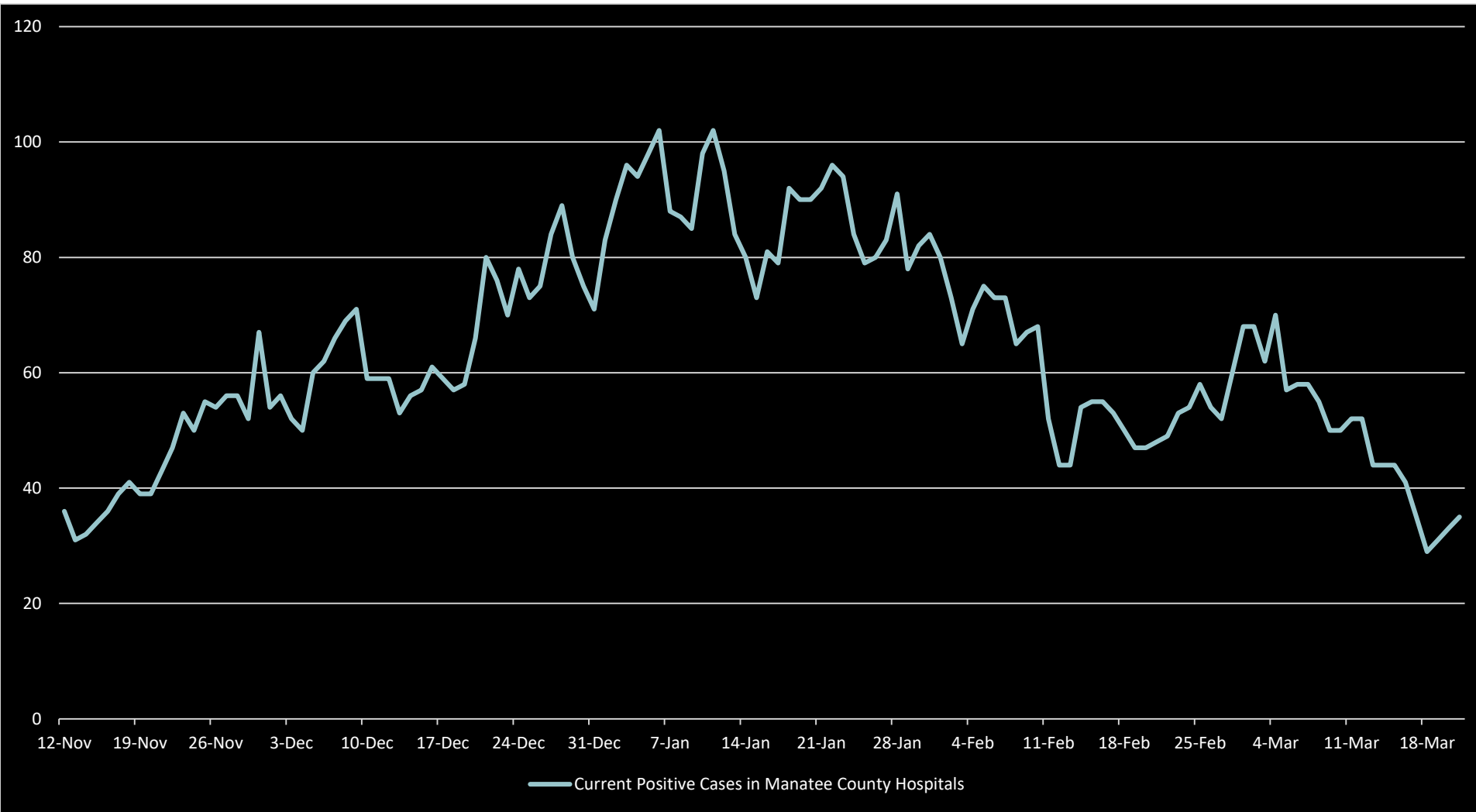
Positive Cases by Date - Manatee County



Daily and 7-day Average Percent Positivity



COVID-19 Positive in Local Hospitals



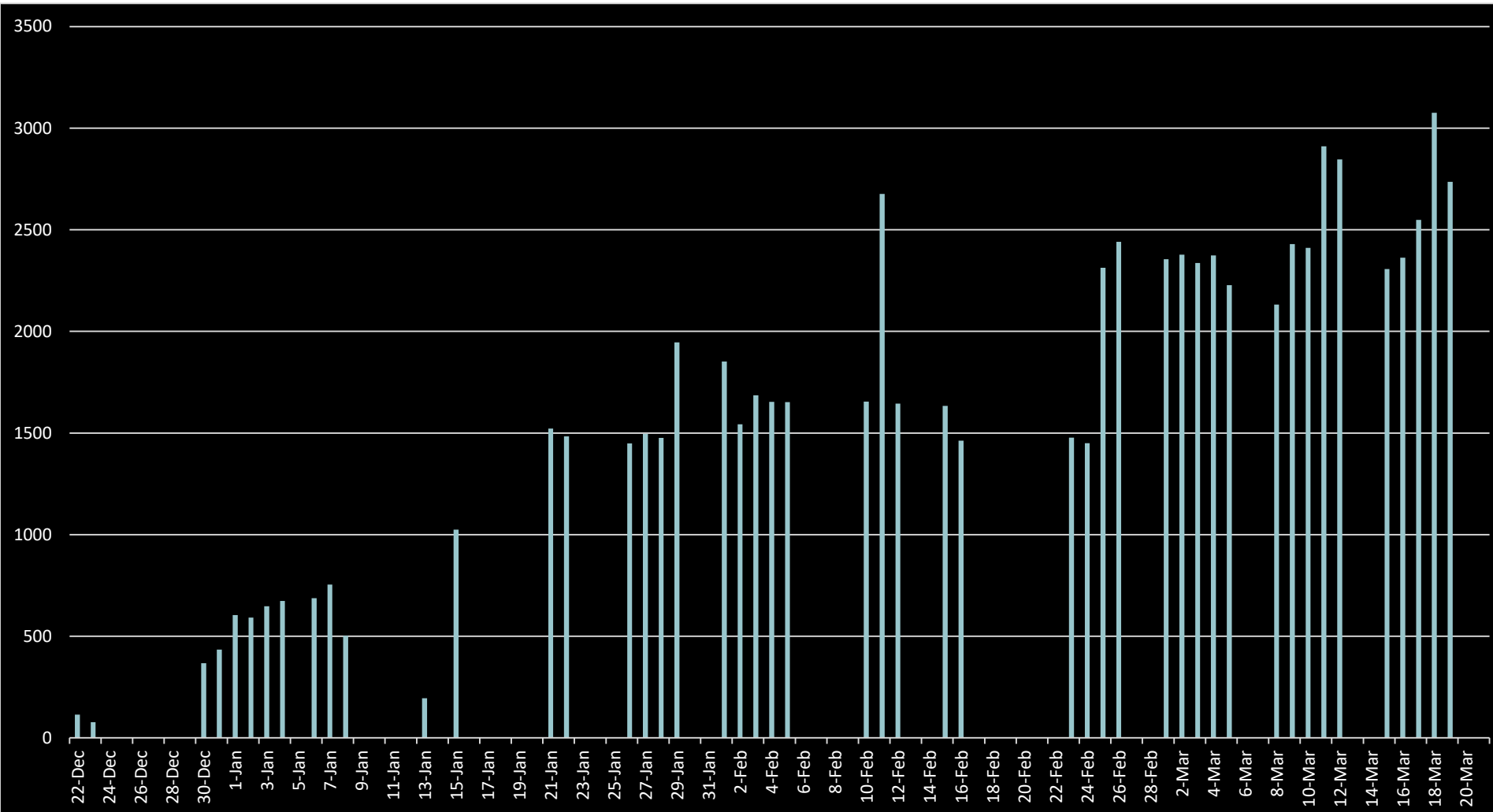
Governor's Office Actions - Vaccination

- Executive Order 20-315 - All providers administering COVID-19 vaccine shall only vaccinate the following populations:
 - Long-term care facility residents and staff
 - Health care personnel with direct patient contact
 - Hospital providers may vaccinate persons who they deem to be extremely vulnerable to COVID-19

- Executive Order 21-67 – adds the following populations to the previous Executive Orders:
 - All persons 50 years of age or older



Manatee County Vaccine Workgroup Vaccine Distribution by Date



Total Manatee County Residents Vaccinated: 71,779 (42,671 with 1st Dose and 29,108 with both)

Weekly Vaccination Operations at County Points of Distribution

- Monday March 22 – 1,500 First Doses at the Public Safety Center
- Tuesday March 23 – 2,600 First Doses at Tom Bennett Park and 1,000 First Doses at the Public Safety Center
- Wednesday March 24 – 1,500 First Doses at the Public Safety Center
- Thursday March 25 – 2,600 First Doses at Tom Bennett Park and 1,000 First Doses at the Public Safety Center
- Friday March 26 – 2,600 First Doses at Tom Bennett Park and 1,000 First Doses at the Public Safety Center

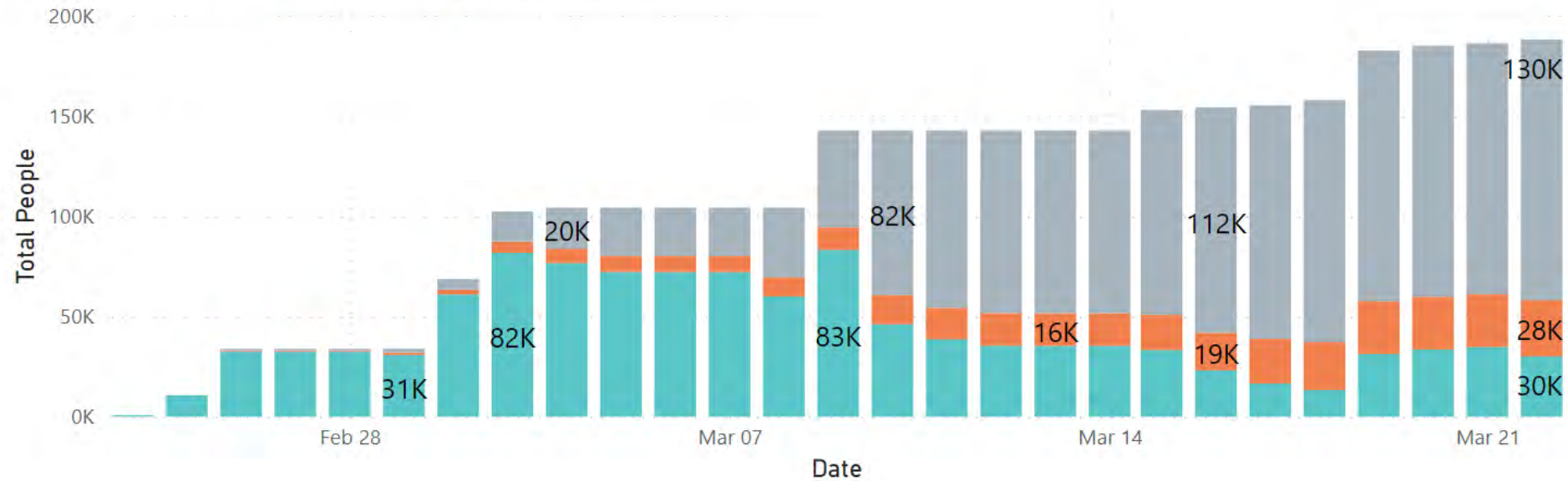


Total Weekly Vaccines at County POD's: 13,800

Manatee County Vaccine Pool

People by Date and Pool Status Calculated

Pool Status Calculated ● Not Scheduled ● Scheduled ● Withdrawn



Total Individuals Remaining in the Vaccine Pool: 30,266

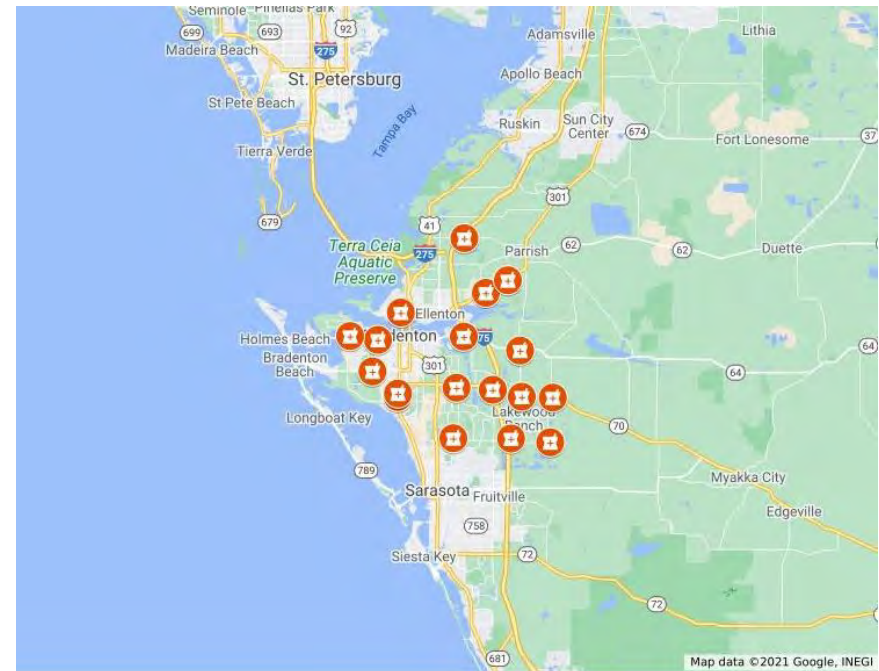
Vaccination Planning and Expansion Going Forward

- **State supported Site at the Public Safety Center** – will continue administering first doses through next week, then will begin four weeks of second doses
- **Everbridge** – the transition to the platform has been operational for a week (19,022 new registrations) – now open to those 18+ for registration
- **Request to the State** – Region 6 Incident Management Team to run a weekend event at Tom Bennett Park on April 10/11 (1st doses) and May 8/9 (2nd doses) - TBD
- **Comorbidities** – DOH Manatee handling scheduling
- **Homebound Population** – partnership between Manatee County EMS (Community Paramedicine) and the State working to ensure all persons have access to vaccines
- **Homeless Population** – DOH Manatee working with Turning Points to schedule events
- **60+ Age Group** – successful in reaching and vaccinating this age group last week
- **Hospital Events** – Public Safety is scheduling for vaccine clinics taking place at our local hospitals



Federal Retail Pharmacy Program

- 18 pharmacies in Manatee County are on the list
- Approximately 100 vaccines per week allotted for each of the locations
- Total of 1,800 vaccines per week for Manatee County pharmacies (on top of the weekly allocation for the County/DOH Manatee)
- Registration completed through Winn Dixie and Publix websites



Questions and Comments



Jacob Saur, Director of Public Safety
March 23, 2021

RESOLUTION R-21-_____

A RESOLUTION OF THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING COUNTY ADMINISTRATION; APPOINTING SCOTT L. HOPES AS ACTING COUNTY ADMINISTRATOR; PROVIDING FOR THE AUTHORITY OF THE ACTING COUNTY ADMINISTRATOR; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Sections 125.73 and 125.74, Florida Statutes (the “Act”), and Article II of Chapter 2-2 of the Manatee County Code of Laws (the “Code”), the former County Administrator, Cheri Coryea, served as County Administrator of the County from June 2019 until February 23, 2021; and

WHEREAS, Ms. Coryea entered into an agreement with the County to end her service as County Administrator effective February 23, 2021; and

WHEREAS, Scott L. Hopes is qualified to serve as the Acting County Administrator pursuant to Section 125.73(4) of the Act and Section 2-2-22(b) of the Code; and

WHEREAS, pursuant to Section 125.73(4) of the Act and Section 2-2-22(b) of the Code, the Board wishes to appoint Scott L. Hopes as Acting County Administrator as provided in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. FINDINGS. The findings contained in the recitals above are true and correct.

SECTION 2. APPOINTMENT OF ACTING COUNTY ADMINISTRATOR. Scott L. Hopes is hereby appointed as Acting County Administrator, subject to the following provisions:

- | Duration: The appointment of Scott L. Hopes shall commence on the effective date of this Resolution (March 23, 2021) and shall expire on the earlier of (i) the expiration or termination of the Contract approved pursuant to Section 2.B, or (iii) the effective date of the appointment of a permanent County Administrator or a replacement Acting County Administrator by resolution of the Board.
- | Contract; Compensation: The appointment of Scott L. Hopes as Acting County Administrator shall be memorialized in, and governed by, a written contract between the County and Scott L. Hopes substantially

in the form attached hereto as Exhibit "A" (the "Contract"). The compensation of \$210,000 while serving as Acting County Administrator shall be provided for in such Contract. The Chairperson of the Board of County Commissioners is hereby authorized and directed to execute and deliver the Contract, substantially in the form attached hereto, with such insubstantial changes, insertions and omissions, and such exhibits thereto, as may be approved by the Chairperson, the execution thereof being conclusive evidence of such approval.

SECTION 3. AUTHORITY OF ACTING COUNTY ADMINISTRATOR.

- A. Legal Authority: In accordance with the Contract, the Acting County Administrator shall carry out all functions, powers and duties assigned to the position of County Administrator pursuant to the Act, the general laws of Florida, and other applicable legislation, including without limitation all other statutes, codes, the County's Comprehensive Plan, and all resolutions, policies and procedures of the County. All delegations of responsibility and authority to the office of the County Administrator made by the Board prior to the adoption of this Resolution shall remain in full force and effect for the Acting County Administrator during the term of his appointment unless expressly modified or rescinded by the Board.
- B. Administration: In accordance with the Contract, the Acting County Administrator shall carry out all functions necessary to serve as the administrative head of the County and shall be responsible for the administration of all departments of the County which the Board has authority to control pursuant to the provisions of law set forth in subsection 3.A, above, as the chief administrative official of the County. Such duties and authority shall also include the administration of contracts legally approved and entered into by the County prior to or after the adoption of this Resolution.
- C. Subject to Authority of Board: The authority granted to the Acting County Administrator pursuant to this Resolution shall not be construed to diminish the authority of the Board as the governing board of the County, or to expand the authority of the Acting County Administrator beyond the authority customarily assigned to the County Administrator, or to otherwise delegate to the Acting County Administrator powers, duties or authority reserved to the Board pursuant to applicable law. In any instance when the provisions of law described in subsection 3.A, above, require the County Administrator to obtain the approval or confirmation of the Board for any decision or appointment, the Acting County Administrator shall be subject to such requirement to obtain such approval or confirmation. The Acting County Administrator shall provide regular reports to the Board of the decisions and actions taken pursuant to this Resolution.

SECTION 4. SEVERABILITY. If any section, sentence, clause or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses or provisions of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

**ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE _____
DAY OF _____ 2021.**

BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: _____
Chairperson

ATTEST: ANGELINA M. COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By: _____
Deputy Clerk

Exhibit "A"
Form of Employment Contract for Acting County Administrator

EMPLOYMENT CONTRACT

This Employment Contract ("Contract") is made and entered into this 23rd day of March, 2021, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and **Scott L. Hopes, DBA, MPH** hereinafter referred to as the "ACTING ADMINISTRATOR."

WHEREAS, Florida Statutes § 125.73 and Manatee County Code § 2-2-22, as may hereafter be amended or renumbered, provide for the appointment, by Contract, of a County Administrator by the Board of County Commissioners ("BOARD"); and

WHEREAS, the ACTING ADMINISTRATOR shall serve commencing March 23, 2021, and shall receive all the benefits provided herein for so long as he remains the ACTING ADMINISTRATOR for Manatee County.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to the following terms and conditions:

SECTION I – DUTIES and POWERS

COUNTY employs the ACTING ADMINISTRATOR with the powers, duties and responsibilities set forth and applicable by the laws of the state of Florida and the laws and policies of the County, including but not limited to the powers enumerated in Florida Statutes § 125.74 and Manatee County Code § 2-2-23, as same may hereafter be amended or renumbered, and such other legally permissible and proper duties and functions as the BOARD shall from time to time assign.

A. Limitation on Authority: In accordance with Manatee County Code § 2-2-23, the Board hereby imposes the following limitation upon the above powers and duties conferred upon the Acting Administrator:

1. In the exercise of the power enumerated in Manatee County Code § 2-2-23(13), to suspend or remove from employment any department director or deputy county administrator (regardless of their status as at-will employees of the County), the Acting Administrator shall adhere to Policy XI., Discipline and Discharge, of the County's Personnel Policy, Rules and Procedures Manual.

SECTION II – TERMS OF SERVICE/RENEWAL/SEPARATION/SEVERANCE

A. Term: This Contract shall commence as of March 23, 2021 (“Effective Date”) and shall terminate on March 23, 2022, unless extended pursuant to Section II.B.

B. Extension: The Board may, from time to time, extend this Contract by majority vote of the Board for such period or periods of time as provided by the Board.

C. Termination: Either party to this Contract may terminate this Contract with or without cause upon 15 days written notice to the other party.

SECTION III – COMPENSATION

A. Base Salary:

1. The ACTING ADMINISTRATOR shall be paid a base annual salary of \$210,000. commencing on the Effective Date and payable in installments at the same time and in the same manner as applicable to regular full-time employees of the BOARD.

2. To the extent the BOARD approves a general (cost of living) salary increase in any given budget year, the ACTING ADMINISTRATOR'S base annual salary will increase at the same time and at the same percentage rate as other county employees in his or her same pay class and service length. The ACTING ADMINISTRATOR is not eligible for any merit pay or bonus not provided for herein unless expressly approved by the BOARD.

B. Automobile: The ACTING ADMINISTRATOR shall receive an automobile allowance of \$450 per month toward expenses incurred for use of a personal vehicle for COUNTY business within County boundaries. Nothing herein precludes the ACTING ADMINISTRATOR from using a COUNTY vehicle for work-related travel as needed.

C. Professional Dues, Travel and Job-Related Expenses:

1. COUNTY shall, consistent with Manatee County Code § 2-2-5, pay reasonable professional dues and subscriptions of the ACTING ADMINISTRATOR that are necessary for his participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement.

2. COUNTY shall pay the ACTING ADMINISTRATOR'S out-of-County travel and per diem expenses while on County business or while attending functions as a representative of, or on behalf of, COUNTY, or for short courses, institutes and seminars that are necessary for the ACTING ADMINISTRATOR'S professional development and for the benefit of the County, in accordance with the schedule appearing in Florida Statutes § 112.061, or as otherwise provided bylaw.

SECTION IV – BENEFITS

A. Health Care Insurance: COUNTY shall make available medical and dental care coverage to the ACTING ADMINISTRATOR on the same basis as other employees of the BOARD.

B. Disability Insurance: COUNTY shall make available under its cafeteria benefits plan, disability insurance coverage to the ACTING ADMINISTRATOR on the same basis as other regular full-time employees of the BOARD.

C. Other Benefits: COUNTY agrees to make available to ACTING ADMINISTRATOR such other benefits as they now exist, and may be amended from time to time, which are provided for other regular full-time employees of the BOARD. These benefits will include, but not be limited to, cafeteria plan options and contributions to the Florida Retirement System in the Senior Management Class, as that class may be defined by FRS from time to time.

SECTION V – PERFORMANCE APPRAISAL

The BOARD may define the goals and performance objectives of the ACTING ADMINISTRATOR. The BOARD will review and appraise the job performance of the ACTING ADMINISTRATOR approximately 90 days after the Effective Date, and thereafter at intervals deemed appropriate by the BOARD. Review and appraisal shall be in accordance with COUNTY'S performance appraisal criteria or other goals and criteria established by the BOARD, in consultation with the ACTING ADMINISTRATOR. Criteria may be added or deleted from time to time as the BOARD determines is in the best interests of the COUNTY.

SECTION VI – OUTSIDE EMPLOYMENT

ACTING ADMINISTRATOR agrees to devote his full working time to the performance of his duties and responsibilities under Section I and agrees not to engage in other employment or any contractual relationships for personal services during the term of this Contract without the written consent of the Board.

SECTION VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The BOARD, in consultation with the ACTING ADMINISTRATOR, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the ACTING ADMINISTRATOR, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Contract or applicable law. Notwithstanding the foregoing, the COUNTY'S Personnel Policies & Procedures Manual, as adopted and revised from time to time by the BOARD, shall

apply to the ACTING ADMINISTRATOR to the extent relevant and not in conflict with this Contract or general law.

SECTION VIII – GENERAL PROVISIONS

A This Contract shall constitute the entire agreement between the parties, except as it may be amended from time to time, and all such amendments must be in writing and signed by the parties. This Contract supersedes any prior agreement, written or oral, between the parties.

B If any provision or portion of this Contract is held to be unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

C The parties agree that this Contract has been entered for their sole and exclusive benefit and by so doing do not intend to benefit any third party.

D The ACTING ADMINISTRATOR acknowledges that his decision to enter into this Contract is made freely and voluntarily, and that he has had the benefit of independent legal counsel and the opportunity to obtain financial planning expertise.

[signature page to follow]

IN WITNESS WHEREOF, the Manatee County Board of County Commissioners has caused this Employment Contract to be signed and executed on its behalf by its Chairperson, and fully attested by its Clerk, and the ACTING ADMINISTRATOR has executed this Employment Contract, in duplicate, the day and year first above written.

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

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

By: _____

Manatee County BOCC trip to Tallahassee – March 16-18, 2021 Draft Notes

Manatee County attendees: Vanessa Baugh, Kevin Van Ostenbridge, George Kruse, Misty Servia, Charlie Hunsicker, Nick Azzara

FAC LEGISLATIVE BRIEFING March 17, 9:00 am – 11:00 am

Secretary of State, Laurel Lee

- \$33.1 million in funding from the Governor will be devoted to libraries.
- Governor believes that libraries are critical and thanks local governments for providing financial support to them.

Secretary of Commerce, Jamal Sowell

- QTI (Qualified Target Industry) – tax refund program to help create good jobs for Floridians. Senator Joe Gruters supporting – SB 982.
- \$50 million in funds requested for the grant program.

FUN FACT: 87% OF THE State of Florida is rural, but only 8% of our population lives in these rural areas.

State Attorney General, Ashley Moody

- She is focused on protecting Florida citizens from problems associated with opioid addiction, sex trafficking, and protection of our seniors.

FDOT Secretary, Kevin Thibault

- Goals: Improve safety, enhance mobility, inspire innovation, and foster talent.
- 3 main funding sources for state transportation: 1) State dollars - 51%, 2) Federal dollars – 25%, and 3) Tolls – 18%.
- We have a \$1 billion-dollar shortfall. FY 2021-2022 budget is \$10.4 Billion
- \$9.47 billion – State Transportation Work Program and \$50 million – Economic Development Transportation Fund
- Gas tax is down due to fuel efficient vehicles and electric vehicles. We need to prepare for a funding shift. These funds will begin to decline in 2029.
- By 2030, Ford has announced that they will sell only electric vehicles in Europe.
- By 2040, Fedex will have converted their fleet to electric vehicles.
- By 2040, Florida could reach 35% of all vehicles being electric.
- The end of the ICE (Internal Combustion Engine) is here.

- The most important question to ask yourself when wanting a project funded, “Is it on the MPO list?” If not, why?
- The FDOT is fiscally constrained when delivering projects. If the plan changes and something is added, then something of equal value must come off the plan. Horse trading.
- Transportation is always regional.

Senator Bobby Powell

- SB 592 – proposes to expand unemployment from 12 weeks to 26 weeks

Commissioner of Agriculture, Nikki Fried

- Goals: expansion of broadband internet, concealed weapons permit, and cyber security. Attacks on local governments websites are up 59%.

MEETINGS

Representative Michael Grant, House Majority Leader, Charlotte County – District 75

Comments from the BOCC & Staff

- Baugh shared our top priority is the clean-up of Piney Point. We have asked for a \$6 million appropriation to be matched by local dollars.
- Baugh: The Board’s preference is deep well injection.
- Baugh: Board is asking for a \$3.6 million appropriation to match local dollars to complete the widening of Moccasin Wallow Road.
- Baugh shared the challenges created for our local Sheriff’s office because FHP does not have adequate funding and staffing.
- KVO shared the challenges with the 3 island bridges – Cortez Bridge, which is the only one funded for \$87 million, Anna Maria bridge, and bridge between Bradenton Beach and Longboat key. All bridges are nearing the end of life. Anna Maria and LBK bridge will take approximately \$200 million to replace. Anna Maria and Cortez can be fixed span bridges – LBK must be a draw bridge. All should be 3-lanes for public safety issue.
- Hunsicker explained our aquaculture program - oysters and clams. FAC platform aligns with our program. We passed through the committees last year, but it was vetoed by the Governor. Hoping it is funded this year. It is a very “research heavy” endeavor. Manatee County is using BPO money for our programs. The bivalve industry is struggling.

Comments from Representative Michael Grant

- Rep Grant discussed the 2020 raises FHP received.
- Public safety issue is recognized, and we have the same issues with our prison guards.

- Young people are a resource in short supply and this problem is the same all over the nation.
- Working on recruiting out of state employees.
- Money from the federal government – infrastructure, long term loans. Bridges have a 50-60-year life span.

Speaker of the House, Chris Sprowls, Tarpon Springs, Dunedin, Pinellas County.

- Baugh shared our top priority is the clean-up of Piney Point. We have asked for a \$6 million appropriation to be matched by local dollars.
- KVO shared the challenges with the 3 island bridges – Cortez Bridge, which is the only one funded for \$87 million, Anna Maria bridge, and bridge between Bradenton Beach and Longboat key. All bridges are nearing the end of life. Anna Maria and LBK bridge will take approximately \$200 million to replace. Anna Maria and Cortez can be fixed span bridges – LBK must be a draw bridge. All should be 3-lanes for public safety reasons.
- KVO Explained how inflation is driving up the costs every year.
- Sprowls: There is more money in the FDOT Trust Fund. All explained in the agreement
- Sprowls: We have \$1 billion for non-recurring transportation investments. The Governor agrees this is a valuable investment.
- Baugh explained that Manatee will be bonding road improvements.
- Sprowls said there is \$100 million for flood resiliency relief this year and mentioned a proposed Bill that would provide tax exemption of property taxes for homeowners who create flood mitigation on their property.
- Sprowls mentioned a proposed Bill that will change public notice requirements. Newspapers are antiquated and this would eliminate the subsidies that the government notices provide to newspapers.

State Representative Tommy Gregory

- Baugh: shared our top priority is the clean-up of Piney Point. We have asked for a \$6 million appropriation to be matched by local dollars.
- Baugh: The Board’s preference is deep well injection.
- Gregory sighed, indicating he did not like deep well injection. KVO asked if that changed his support for the effort, and Gregory replied, “yes”.
- Baugh explained that we are asking for 3.6 million of matching funds to widen Moccasin Wallow Road.
- KVO explained the need to replace the Desoto Bridge and the 3 island bridges. Said they are all nearing their end of life and explained the public safety concerns with getting emergency vehicles on and off the island.
- Gregory said that any infrastructure bills he will file, but for this year.
- Hunsicker explained the oyster and clam restoration efforts. He explained that a dredging project in the 1940’s removed all oysters from the Manatee River. He explained that we will see this sustainable effort from Tarpon Springs to Collier County. He also explained the business development opportunity for Port Manatee.

- Gregory asked, “Is it a commercially viable project?” Hunsicker explained that the business risks are 1) disease and 2) that the clams grow beyond market size for food, but these bivalves can help to prevent red tide since they naturally filter the water. Representative Rayner filed the bill this year.
- Hunsicker explained that sustainable American products are going to be the “new thing”. He explained that the State won’t allow clams to be placed over seagrass, but clams clean the water and then seagrasses grow over them.
- Gregory said that Rep Rayner has been a good partner for us.
- Gregory talked about the stand-alone transportation bill. He is trying to remove roadblocks for FDOT. He believes that DOT is overdoing landscaping at some of the intersections. He said the palm trees in Miami-Dade are everywhere, and then he learned that there is a 1.5% set aside for landscaping. He said that non-natives are an issue, irrigation, and pesticides, but removing this component is difficult.
- Gregory talked about rapid contracting up to \$1-million for dangerous intersections to fast track improvements. He explained that there is no appetite to go for a larger amount of money at this time.
- Baugh mentioned the Verna Bethany Road intersection and said that Manatee County will likely front the money for this improvement.
- Gregory: No tax increase is his objective.
- Gregory mentioned the internet sales tax bill that is proposed this year.
- Baugh mentioned Blue Nile is a competitor that gives her business challenges.
- Gregory: Over \$1 billion can be raised from this and then be used to offset unemployment increases.
- Baugh mentioned the FHP underfunding that is creating a problem for our Sheriff.
- Gregory mentioned that sunshine law revisions are needed and he would like to work on that.

State Representative Will Robinson

- Robinson told us that he is on the Professions & Public Health Committee.
- Baugh shared our top priority is the clean-up of Piney Point. We have asked for a \$6 million appropriation to be matched by local dollars.
- Baugh: The Board’s preference is deep well injection.
- Baugh explained that we are asking for 3.6 million of matching funds to widen Moccasin Wallow Road and that inflation is a challenge.
- Baugh mentioned more FHP funding and why it is needed.
- KVO discussed the Desoto Bridge replacement and that we are looking for capacity improvements.
- KVO explained the Cortez Bridge is funded at \$87 Million, 3 lanes, and that we are looking at park and ride opportunities to reduce the parking issue on the island.
- KVO explained that we would like to expedite the study and design phase of the Manatee Ave bridge. He also explained that the Longboat Key bridge must be replaced as a draw bridge.
- KVO: \$400-\$500 million in bridge money needed.
- Robinson asked if public engagement has taken place for the Desoto Bridge.

- KVO said that it will be important to show the community what it will look like underneath the bridge and that this is an opportunity to bring the community together, if presented well.
- Robinson said that the House is expected to be very conservative this year.
- Robinson had a conversation with DEP secretary – he said it was a good conversation and that the DEP Secretary had spoken with the Governor about Piney Point and they agreed that it is “OUR” problem collectively.
- Robinson said that he had spoken with Rep Rayner about clams and oysters.
- Hunsicker said that the commercialization of clams and oyster is coming soon and explained that FAC adopted Manatee County’s language as their platform for aquaculture.
- Robinson explained the “get me out of purgatory” bill that he filed. He explained that it narrows review time frames to 30-days for rounds 1 and 2 and 15-days for round 3.
- KVO asked about the bill that will remove the requirement to advertise in the newspaper for public notices. Robinson said that it will pass the House but may get bottle-necked in the Senate. Robinson said that it is good policy and should pass this year.

Senator Joe Gruters: (via zoom)

- Baugh shared our top priority is the clean-up of Piney Point. We have asked for a \$6 million appropriation to be matched by local dollars.
- Baugh: The Board’s preference is deep well injection.
- Baugh explained that Moccasin Wallow Road is an important east/west connector.
- Gruters explained that shovel ready projects will be in a good place to receive Cares funding. He said the Governor issued his budget for spending the Cares Act money on 3/16/21.
- KVO asked if he supports the bill to remove public notices from being advertised in the newspaper. Gruters said he does not support removing that requirement, as he thinks of the good conservative newspapers like The Observer that will be affected. Gruters said that if the bill doesn’t pass this year, it is unlikely that it will pass in the next 4 years.
- Hunsicker talked about oysters and clams, the water quality and commercialization components. He explained that sustainable American products will be commercially important and clams and oysters fit right in. He explained the need to return bivalves to the Manatee River and Bay and that they cannot naturally recover. They are a low tech – high value solution.
- Baugh explained that FHP needs more funding so that our local Sheriff is not over-burdened.
- Martha Edenfield suggested we may be able to tie the oysters/clams effort to resiliency funding. Now is the time to do it.

Senator Jim Boyd

- He is sponsoring an opioid bill that allows pharmacists to prescribe Narcan and a safety disposal kit – evidence shows it is saving lives.
- He was happy to hear that the Board prefers a deep well injection for the Piney Point waste. As a constituent, he hopes that after the Piney Point waste is disposed of that storage volume in the well is not sold to others.
- Baugh explained the need to expand Moccasin Wallow.

- Boyd likes the Green Bridge Recreation Pier replacement.
- Boyd said the budget is looking better than expected. He explained that the “hole is more shallow”. He said \$10 billion in federal money is expected.

DEP: John Truitt, Esq, Deputy Secretary and Alex Bickley, Director, Legislative Affairs

- DEP: Regarding the deep well injection, Manatee should expect a challenge based on technical geological issues. The good news is that there is a good history – the geology was not a problem with our last application and won’t be new or have changed.
- Hunsicker: Wanted to confirm that underground water moves to the west, and not to the east. DEP agreed that the data and science shows that our underground water moves to the west.
- DEP: The State of Florida has just under 2,000 deep wells and only 3 have ever had issues. Of the three with issues, two were in Miami and one was in Alico. South Florida geology has some issues and it is harder to use deep well injection in these areas.
- Hunsicker: Talked about how a regulatory process works – an application is made and the regulator reviews the data presented. DEP agreed and said that their role is agnostic and based exclusively on science and facts.
- How can we expedite the process?
- DEP: Most sections of the review cycle cannot be modified, but there is one 30-day period that we may be able to slightly reduce.
- DEP: any application for Piney Point will go to the top of the file. The Secretary wants to make sure this is handled. We can be assured this application will not fall to the side.
- KVO: How can we help you?
- DEP: Decide who will be the applicant. There are many scenarios and options. Joint applicants?
- KVO: HRK is in foreclosure.
- DEP: HRK listens to the DEP.
- Azzara: Can we craft the application to limit streams of waste since public dollars are going to be used?
- We are talking about a big timeframe. #1, dispose of the 750 million gallons of wastewater. #2 40-50 years of pour water. USC permits are good for 5 years. Renewals are NOT automatic.

FDOT Meeting - Secretary Kevin Thibault and Courtney Drummond

- Sec Thibault explained - oil prices - \$65/barrel, asphalt and concrete prices are up. They are getting an average of 5 bidders per job, which is good. FDOT is tracking pricing trends in comparison to 2006 – commodities are not that high yet, but we are trending in that direction.
- Baugh explained the need to expand Moccasin Wallow Rd.
- KVO asked that the Desoto Bridge study be expedited and that we have 20,000 more homes approved north of the river. The secretary said he has heard concerns of an elevated bridge from the community and their message has been consistent. KVO said that we need to explain what it will look like under the bridge. The secretary said there will be a workshop planned in the Fall.

- KVO offered a helicopter view of the city, as he and Richard Bedford previously offered. The secretary said that he will take him up on that after session and before the workshop. KVO said that he would organize a reception with the mayors – maybe at the hospital to meet with the Secretary.
- KVO explained the need to replace the 3 island bridges.
- Secretary said that the Cortez bridge will be constructed in 2026 and that the right of way is funded. He said Anna Maria will be #2 and LBK #3. He said to let the process run its course.
- Azzara asked, How do we position ourselves in the best light for the federal funding? The Secretary answered by explaining to help remove barriers. The biggest impediment will be r/w acquisition. It will take 18 mos to 2 years to condemn property. If a property owner is willing to sell, get that coordinated up front. He also explained that they used to look for “shovel ready” projects, but US Sec Buttigieg is looking for “shovel worthy” projects.
- Hunsicker explained that we have all of the r/w for the Anna Maria bridge, but not for the Cortez bridge.
- KVO explained that one of the main concerns of citizens about the Cortez Bridge is the length of time that the bridge will be out of service.
- Secretary said, if you know the preferred alignment, help us to make sure, for example, a 7-11 doesn't get approved within the alignment. Work with us. The secretary also explained that you cannot rush the process and that it is all about partnerships.
- Baugh mentioned that she was afraid the secretary was referring to Verna & Verna Bethany roads.
- Hunsicker provided a hand-out on the trails program and explained that we have good community support. The secretary explained that there was a big reduction in state money and trails have been deferred. Hunsicker said that we will try to get federal money to help and said that there is a lot of competition with the build grants. The secretary explained the current federal administration is very supportive of walkable communities.
- Baugh asked for an update on the I-75/US 301 interchange and the secretary said the design phase is later this year.
- Secretary asked what we need for Moccasin Wallow and Baugh explained that we asked for an appropriation and said that he helped us a lot last year and we need the same this year.
- Secretary explained that most of our ports had a small blip, but then it was back to business as usual, except for the ports that had cruise ships. They were hit hard and could not make up the losses.
- Secretary explained that the reduction in gas tax revenue is not unique to Florida – we should expect a federal standard soon. He explained that Utah and Oregon are taxing based on mileage. We may expect a tax per kilowatt hour as we move to electric fleets. Some are taxing tires, but the secretary felt that tires are so expensive that he hated to add a special tax to them.
- Secretary asked to tour the Sarasota-Bradenton International Airport and Port Manatee when he is in town, which we promised to arrange.



Board of County Commissioners
March 23, 2021 - Regular Meeting

SUBJECT

DIRECTION TO COUNTY ADMINISTRATOR TO SET ASIDE 200 COVID 19 VACCINES FOR MANATEE SHERIFF'S OFFICE DEPUTIES OR CORRECTIONS OFFICERS WHO WISH TO RECEIVE A VACCINE

Category

COMMISSIONER AGENDA

Briefings

None

Contact and/or Presenter Information

Commissioner Kevin Van Ostenbridge

Action Requested

Direct the County Administrator to set aside 200 COVID 19 Vaccines for Manatee Sheriff's Office Deputies or Corrections Officers who wish to receive a Vaccine.

Enabling/Regulating Authority

Background Discussion

Commissioner Van Ostenbridge will ask the Board to consider directing the County Administrator to set aside 200 COVID 19 Vaccines for Manatee Sheriff's Office Deputies or Corrections Officers who wish to receive a Vaccine.

Attorney Review

Not Reviewed (No apparent legal issues)

Other (if applicable)

Reviewing Attorney

Instructions to Board Records

None

Cost and Funds Source Account Number and Name

Amount and Frequency of Recurring Costs