

Approved in Open Session 12/14/21
Manatee County
Board of County Commissioners



Board of County Commissioners December 14, 2021 - Regular Meeting

SUBJECT

APPROVAL OF FY 2021-2022 NEIGHBORHOOD ENHANCEMENT GRANT PROJECTS;
AUTHORIZATION FOR THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO APPROVE AND EXECUTE
REIMBURSEMENT AGREEMENTS; AND APPROVAL OF THE CORRECTED NEIGHBORHOOD
ENHANCEMENT GRANT PROJECT FUNDING AMOUNT FOR BRIDGEWATER AT LAKEWOOD RANCH

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Simone Peterson, Neighborhood Services Coordinator, Ext. 6818

Action Requested

Approval of six (6) 2021-2022 Neighborhood Enhancement Grant projects to the recipients listed below and their respective project funding amounts.

Authorization for the County Administrator, or designee, to approve and execute reimbursement agreements for these projects funded through the FY 2021-2022 Neighborhood Enhancement Grant program.

Approval of the corrected FY 2021-2022 Neighborhood Enhancement Grant project funding amount for Bridgewater at Lakewood Ranch to be up to \$10,000.

Enabling/Regulating Authority

Resolution R-18-156, Neighborhood Enhancement Grant

Background Discussion

The Board adopted Resolution R-18-156 approving the creation and procedures for the Neighborhood Enhancement Grant Program on November 27, 2018.

NOTE: See attached email from Diane Vollmer dtd 1/3/22, regarding no agreements to be signed with this item.

On September 14, 2021, as part of the County's overall budget, the Board of County Commissioners approved FY 2021-2022 funding to continue the Neighborhood Enhancement Grant (NEG) Program.

The purpose of this grant program is to strengthen neighborhood associations and the communities which they serve. Applications must demonstrate community support and involvement in both the application and implementation phases of proposed projects/programs. Manatee County's Neighborhood Enhancement Grant Program provides matching grants of up to \$10,000 to neighborhoods. There is no deadline to apply. The grant is open for applications until the funding is depleted for the current fiscal year. Any remaining funds will be rolled over to the next fiscal year.

Upon Board approval of the below recommended funding recipients, reimbursement agreements will be prepared to provide an appropriate funding mechanism and project accountability.

1. Forest Creek – Neighborhood Signage Replacement - up to \$10,000
2. Copperstone - Entryway and Path Improvements - up to \$10,000
3. River Club - Removal of Invasive Species - up to \$10,000
4. River Isles - Refurbish Community Garden - up to \$8,200
5. Palma Sola – Community Landscaping - up to \$1,000
6. Central Park - Removal of Invasive Species - up to \$6,000

At the October 12, 2021, Board of County Commissioners meeting, Bridgewater at Lakewood Ranch was approved to be reimbursed \$4,250; however, the amount was incorrect. The correct amount is up to \$10,000. The executed agreement with Bridgewater at Lakewood Ranch is in the correct amount of \$10,000.

Attorney Review

Formal Written Review (Opinion memo must be attached)

Reviewing Attorney

Nicodemi

Instructions to Board Records

Please send final approved agenda item to Debbie Carpenter (debbie.carpenter@mymanatee.org) aDistributed 12/15/21 RT (simone.peterson@mymanatee.org).

Cost and Funds Source Account Number and Name

107.0020608 Neighborhood Enhancement Grant

Amount and Frequency of Recurring Costs

\$55,200, one time

From: [Diane Vollmer](#)
To: [Robin Toth](#)
Subject: RE: BCC Mtg 12/14/21, Item 24, FY 21/22 Neighborhood Enhancement Grant Projects - Bridgewater
Date: Monday, January 3, 2022 8:49:16 AM
Attachments: [image002.png](#)

Good morning, Robin. Yes, that's correct. There were no agreements to be signed with this agenda item. The Board was asked to approve the projects for funding. The agreements will now be prepared for approval and execution by the Administrator or designee.

Thanks!

Diane Vollmer
Agenda Coordinator
Manatee County Government
County Administration Office
1112 Manatee Avenue West
Bradenton, FL 34205
941-745-3724; diane.vollmer@mymanatee.org

From: Robin Toth <robin.toth@ManateeClerk.com>
Sent: Tuesday, December 28, 2021 10:26 AM
To: Diane Vollmer <diane.vollmer@mymanatee.org>
Subject: BCC Mtg 12/14/21, Item 24, FY 21/22 Neighborhood Enhancement Grant Projects - Bridgewater

**CAUTION: This email originated from an external source.
Be Suspicious of Attachments, Links and Requests for Login Information.**

Hi Diane,

This Item 24 is one of those items that gives approval of Grant projects and authority to execute agreements. I did not have hard copy agreements for the six projects listed on Page 2 of the agenda memorandum. However, the three line paragraph above the six listed projects say that "agreements will be prepared"...

I distributed this item just as an approval item with no agreements at this time. Please confirm though, that there were no agreements to be signed on 12/14 with this agenda item. This is tricky.

Thank you,

Robin Toth
Deputy Clerk, Board Records Department
for Angelina "Angel" Colonnese
Manatee County Clerk of the Circuit Court and Comptroller
www.manateeclerk.com
robin.toth@manateeclerk.com
(941) 741-4018, Ext. 4179
"Pride in Service with a Vision to the Future"



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

**REIMBURSEMENT AGREEMENT FOR
NEIGHBORHOOD ENHANCEMENT GRANT PROGRAM**

**[Non-Profit Organization]
and
MANATEE COUNTY**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2018 (“Effective Date”) by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (“County”) and **[non-profit organization]**, (“Applicant”) and located in Manatee County, Florida, whose address is **[Address]**.

RECITALS

WHEREAS, Applicant is a non-profit organization established for the purpose of maintaining neighborhood safety, preserving historic landmarks, enhancing the beautification and neighborhood assets or creating community spaces for social events; and

WHEREAS, the County recognizes the important role that neighborhoods play in increasing the quality of life and further recognizes that many older neighborhoods in Manatee County are in need of improvements; and

WHEREAS, the County is a political subdivision empowered pursuant to Section 125.01, Florida Statutes, to reimburse the Applicant for neighborhood improvements; and

WHEREAS, pursuant to Resolution R-18-156 the County established and authorized the expenditure of County funds for the Neighborhood Enhancement Grant Program; and

WHEREAS, the Applicant has submitted to the County an application for the Neighborhood Enhancement Grant Program and the application was considered and awarded by the Board of County Commissioners; and

WHEREAS, it is in the best interest of the County and the Applicant, and serves a valid public purpose, for the County to enter into this Agreement to reimburse the Applicant for the improvement of the community as set forth herein.

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:

- 1. Applicant’s Obligations.** The Applicant shall provide and furnish all services necessary for the execution of the proposed project or improvement (the “Project”), pursuant to the Scope of Work attached hereto as **Exhibit “A”** and incorporated herein by this reference, and subject to the following conditions:

- A. The Applicant shall be responsible for obtaining all necessary site plans, building permits, and design and construction approvals necessary for the execution of the Project in accordance with the Scope of Work. No substantial deviations from the Scope of Work shall be incorporated in the Project without the prior written consent of the County.
- B. The associated County fees for building permits, well construction permits, and/or site plans shall be waived for the Project.
- C. Applicant shall complete the Project in accordance with this Agreement. The time for completion of the Project shall not exceed one (1) year following the Effective Date of this Agreement.
 - a) The Applicant shall engage in a competitive process for any goods or services Applicant procures for the Project. A minimum of three (3) quotes or bids shall be made for all materials, supplies, products, or services needed for completion of the Project.
 - b) The Applicant shall prepare and maintain complete and accurate books of account and records as to all costs, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and the Applicant shall promptly supply to the County detailed documentation of all costs as the costs are incurred, including documentation reasonably deemed necessary by the County, upon written request by the County.
 - c) Upon completion of the Project, the Applicant shall draft a Final Report. The Final Report shall include details of the Project, visual documentation of the Project (photographs, digital image, or video), and a brief description of how the Project brought the neighborhood together. Applicant shall submit the Final Report to the County prior to receiving reimbursement.
 - d) If the total grant reimbursement as identified in **Exhibit "B"** ("Grant Reimbursement") is greater than one thousand dollars (\$1,000.00), Applicant shall match equal to or exceeding the reimbursement amount identified in **Exhibit "B."** Matching may be in the form of donated services, donated materials, volunteer labor, cash, or landscape maintenance cost. Such calculations shall be made pursuant to the policies and procedures of the Neighborhood Grant Program attached hereto as **Exhibit "C."**

2. **County Reimbursement.** The County shall reimburse the Applicant according to **Exhibit "B"** and subject to the following conditions:

- A. The Applicant shall be entitled to reimbursement at the time that such costs are paid by the Applicant and a Final Report is submitted to the County.

- B. To initiate a reimbursement request, the Applicant shall submit to the Director of the Neighborhood Services Department (the "County Representative") an invoice for all payments made by the Applicant for which it is seeking reimbursement. Such invoices shall (i) identify all costs funded by the Applicant for which reimbursement is requested, including copies of approved change orders if applicable; (ii) include pay requests, canceled checks, wire transfer instructions or other verification reasonably necessary to identify all costs funded by Applicant; (iii) include the percentage of completion of the Project performed to date; and (iv) include proof of payment.
- C. The total amount to be reimbursed to the Applicant shall not exceed _____ dollars (\$_____).
- D. The County shall not reimburse the Applicant for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.

3. Public Records. The Applicant Shall:

- A. Keep and maintain public records required by the County to perform the Activities.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Applicant does not transfer the records to the County.
- D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Applicant or keep and maintain public records required by the County to perform the service. If the Applicant transfers all public records to the County upon completion of the Agreement, the Applicant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Applicant keeps and maintains public records upon completion of the Agreement, the Applicant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE APPLICANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager, 1112 Manatee Avenue West, Bradenton FL 34205.

4. **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, or to result in a pledge of or lien upon any revenues of the County. The obligation of the County to reimburse the Applicant hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds in amounts sufficient to fund the Improvement.
5. **County's Remedies.** Should the Applicant fail to promptly complete the Project within the time periods provided in Section 1(C) or any time extension approved in writing by the County, the County shall the right to deny reimbursement pursuant to this Agreement.
6. **Indemnity.** The Applicant shall indemnify, save and hold harmless Manatee County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any act or occurrence of omission or commission of Applicant, their consultants, contractors, officers, agents, volunteers or employees, in the performance of this Agreement. Neither Applicant, or its, consultants, contractors, nor any of their officers, agents, volunteers or employees, shall be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the overt actions and/or negligence of Manatee County, its officers, agents or employees. Notwithstanding the foregoing, nothing herein shall constitute or be construed as a waiver of County's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.
7. **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.
8. **Severability; Partial Invalidity.** The terms and provisions of this Agreement are declared by the parties to be severable. Should any section, sentence or clause of this Agreement be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.
9. **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.

10. Designation of Representatives; Notices. Every notice, request or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to Applicant or County, signed by their recognized representatives respectively and addressed as provided below until either party provides written notice of a different representative or address. Notwithstanding any other notice requirement, any notice of default, or termination shall be sent by certified mail, return receipt requested, to the other party at the address given below:

If to County: Manatee County Government
 Neighborhood Services Department
 1112 Manatee Avenue West
 Bradenton, Florida 34205
 ATTN: Director

If to Applicant: _____

11. No Development Rights Conferred. The parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of the Applicant; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board of County Commissioners pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

12. No Assignment. The Applicant shall not be authorized to assign this Agreement, or any portion hereof, without the prior written consent of Manatee County, which consent may be withheld in Manatee County's solely exercised discretion.

13. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue, to by reason hereof, or for the benefit of any third party not a party hereto.

14. 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, named storm, 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.

15. 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.

16. 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.

17. Modifications and Amendments; Waivers.

A. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by Applicant.

B. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

[Signatures on Next Page]

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

[Applicant]

By: _____

Print Name: _____

Its: _____

MANATEE COUNTY, a political subdivision of
the State of Florida

By its Board of County Commissioners

By: _____

County Administrator

EXHIBIT “A”

[Scope of Work]

EXHIBIT "B"

[Grant Reimbursement]

RESOLUTION R-18-156

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA REGARDING NEIGHBORHOOD ENHANCEMENT; APPROVING THE CREATION OF A NEIGHBORHOOD ENHANCEMENT GRANT PROGRAM; AUTHORIZING THE EXPENDITURE OF COUNTY FUNDS FOR THE NEIGHBORHOOD ENHANCEMENT GRANT PROGRAM; PROVIDING FOR REPORTING PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR APPLICABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Planning Act, codified in Chapter 163, Part II, Florida Statutes, empowers Manatee County to plan for the County's future development and growth; and

WHEREAS, Manatee County recognizes the important role that neighborhoods play in increasing the quality of life and further recognizes that many older neighborhoods in Manatee County are in need of improvements; and

WHEREAS, the Board of County Commissioners finds that the Neighborhood Enhancement Grant Program serves a valid public purpose by increasing the quality of life of Manatee County citizens through improving neighborhoods and promoting community events; and

WHEREAS, it is in the best interest of the public health, safety and welfare of Manatee County to establish guidelines for the use and distribution of the Neighborhood Enhancement Grants as provided in this Resolution.

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

SECTION 1. PURPOSE AND REIMBURSEMENT OF FUNDS. The Board hereby establishes the following purpose and distribution of the Neighborhood Enhancement Grant.

- a. *Purpose.* It shall be the purpose of the Neighborhood Enhancement Grant Program ("Program") to strengthen neighborhood associations and serve the communities within Manatee County by promoting neighborhood pride, a sense of community, and enhancing and beautifying neighborhoods within Manatee County. Grants made pursuant to this Resolution shall be in compliance with the public purpose requirement of Article VII, Section 10 of the Florida Constitution and governed by the policies and procedures of the Program incorporated herein as Exhibit "A." This Program shall not be used, or construed to be used, to further private interests or private property interests.

- b. *Reimbursement of Funds.* Grant funds shall be disbursed on a reimbursement basis according to the terms and conditions of the Neighborhood Enhancement Grant Reimbursement Agreement incorporated hereto as Exhibit "B."

SECTION 2. APPROVAL OF EXPENDITURE. The Board hereby approves the expenditure of Manatee County funds for the Program. Any expenditure of this program for the purposes listed above must fall within the approved budgetary allotment for the fiscal year. The Director of the Neighborhood Services Department (the "Director") is hereby granted the authority to develop and maintain procedures outlining operational aspects to be followed for authorization and approval of expenditures. Any remaining funds not expended during the fiscal year shall be carried forward to the next fiscal year for disbursement.

SECTION 3. REPORTING PROCEDURES. The Director shall annually present a list to the Board of County Commissioners of all applications ranked in adherence with the Program policies and procedures. Upon consideration, the Board of County Commissioners shall then award or deny applications based on available funding and compliance with the Program criteria.

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. CONFLICT. This Resolution (R-18-156) establishes and reinstates the Program. Any existing ordinance or resolution or portion thereof of the Board of County Commissioners which contains terms or provisions which are in direct conflict with and cannot be harmonized with the provisions of this Resolution shall, as to such terms or provisions, be deemed as superseded by this Resolution.

SECTION 6. APPLICABILITY. The general conditions approved herein shall apply and be utilized in all transactions entered into on or after the effective date hereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

[SIGNATURES ON NEXT PAGE]

DULY ADOPTED with a quorum present and voting this 27th day of November, 2018.



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

By: *Dinella Mae*
Chairperson

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

By: *Robin P. H. ac*
Deputy Clerk



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*
William E. Clague, Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**
Christopher M. De Carlo, Assistant County Attorney
Geoffrey K. Nichols, Assistant County Attorney
Pamela J. D'Agostino, Assistant County Attorney
Anne M. Morris, Assistant County Attorney
Katharine M. Zamboni, Assistant County Attorney
Alexandria C. Nicodemi, Assistant County Attorney

MEMORANDUM

DATE: October 8, 2018

TO: Ava Ehde, Interim Director, Neighborhood Services Department

THROUGH: Mitchell O. Palmer, County Attorney *by WEC 10/09/18*

FROM: Alexandria C. Nicodemi, Assistant County Attorney *celcw*

RE: **Neighborhood Enhancement Grant Program;
CAO Matter No. 2018-0404**

This memorandum is in response to the above-referenced Request for Legal Services (“RLS”) in which you asked this office to review a draft ordinance regarding the Neighborhood Enhancement Grant Program. Per your Request, I reviewed the draft ordinance. I have instead prepared Resolution R-18-156 for your consideration. (See, attached.)

My comments are as follows:

1. The RLS you submitted includes a draft ordinance for this office to review. This appears to be done per the instruction found in CAO File No. 1115-048 and 1115-048-A. An ordinance is a local law enacted by a county’s governing body. Ordinances are most often used where Florida Statutes require adoption by ordinance. A resolution, on the other hand, is a statement of policy and/or procedure. Resolutions are often used to express policy positions and set forth internal county guidelines or procedures. Given that the Neighborhood Services Department (“Department”) wishes to implement a Neighborhood Enhancement Grant Program, the more appropriate document would be a resolution.
2. In response to the above comment, I have drafted Resolution R-18-156. This Resolution, once adopted, approves the creation of the Neighborhood Enhancement Grant Program

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

("Program") and delegates to the Department Director the authority to develop and maintain guidelines and procedures for the Program. Under this Resolution, it will be the duty of the Department Director to provide an annual list to the Board of County Commissioners ("Board") of all applicants eligible for the Program. The Board shall then award or deny applications based on available funding and compliance with the Program criteria.

3. The draft ordinance you submitted with the RLS, indicates that grant reimbursements will be "in accordance with the terms and procedures of the Manatee Clerk of Circuit Court." In addition to the Resolution, I have drafted a Reimbursement Agreement to be executed upon Board approval of an application for the Program. Each Reimbursement Agreement must also be approved by the Board. All reimbursements pursuant to this Program, shall be in accordance with the terms and procedures within the Reimbursement Agreement. Further, I recommend the Fact Sheet included within the RLS be revised indicating that grant funds will be reimbursed according to the Neighborhood Enhancement Grant Reimbursement Agreement.
4. Please note that the Neighborhood Enhancement Grant Reimbursement Agreement is now incorporated into the Resolution as Exhibit "B."

Subject to the inclusion of my above-mentioned comments, I have no objection from a legal standpoint to scheduling the adoption of the Resolution by the Board. I express no opinion as to the business judgment of adopting the Resolution or implementing the Agreement approved thereunder.

This completes my response to your Request for Legal Services. Please contact me if you have any questions or if I can be of further assistance.

Copies to:

Ed Hunzeker, County Administrator
Dan Schlandt, Deputy County Administrator
Cheri Coryea, Deputy County Administrator
Debbie DeLeon, Neighborhood Services Coordinator, Neighborhood Services Department

CITIZENS' COMMENTS

(Agenda Items)

3

Item #: 24 CONSENT: NO YES

The Board of County Commissioners welcomes your comments. Your presentation must be limited to three (3) minutes per item or matter, with a total limit of ten (10) minutes. If appropriate, the matter(s) you present will be placed on a future commission agenda.

It is requested that you complete this form and return it to the receptionist prior to the beginning of the Citizens' Comments portion of the agenda.

Name: _____
Address: _____
Phone: (Home) _____ (work) _____
Email: _____



Glen Gibellina
7110 28th St. E.
Sarasota, FL 34243-3301

Brief description of problem or concern:

#24

On September 14, 2021, as part of the County's overall budget, the Board of County Commissioners approved FY 2021-2022 funding to continue the Neighborhood Enhancement Grant (NEG) Program.

The purpose of this grant program is to strengthen neighborhood associations and the communities which they serve. Applications must demonstrate community support and involvement in both the application and implementation phases of proposed projects/programs. Manatee County's Neighborhood Enhancement Grant Program provides matching grants of up to \$10,000 to neighborhoods. There is no deadline to apply. The grant is open for applications until the **funding is depleted** for the current fiscal year. Any remaining funds will be rolled over to the next fiscal year. **What is the balance?**

Upon Board approval of the below recommended funding recipients, reimbursement agreements will be prepared to provide an appropriate funding mechanism and project accountability.

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