

**UTILITY REIMBURSEMENT
AGREEMENT**

THIS UTILITY REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into, as of 14th day of December, 2021 by and between **MANATEE COUNTY**, a political subdivision of the State of Florida whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (“Manatee County” or “County”) and **BENDERSON DEVELOPMENT COMPANY, LLC**, a New York limited liability company, whose address is 7978 Cooper Creek Boulevard, University Park, Florida 34201 (“Developer”).

RECITALS

A. Entities (as identified on Exhibit “A”) affiliated with the Developer are the owners of certain real property located north of U.S. 301 and east of Erie Road, all in Manatee County, Florida, legally described in **Exhibit “A”**, attached hereto and incorporated herein (the “Property”); and

B. The Developer has submitted to County plans for commercial development on the Property (the “Project”); and

C. The Developer desires to connect the Project to the County’s wastewater collection/conveyance system for the benefit of the Project; and

D. Subject to receiving reimbursement as provided herein, the Developer is willing to construct certain utility improvements (the “Utility Improvements”), more particularly described herein, and depicted in the Utility Improvements Construction Plans, attached hereto as part of **Exhibit “B”** and incorporated herein by reference (the “Scope of Work”); and

E. Pursuant to the County’s request, the Utility Improvements depicted in the Scope of Work will exceed the capacity required by the proposed Project; and

F. Policy 9.2.3.3. of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for construction of any component of the wastewater collection/conveyance system where a development is required to increase system capacity greater than that required by a proposed project; and

G. As provided herein, the County hereby agrees to reimburse the actual costs of the Utility Improvements and acknowledges those funds to be paid to the Developer; and

H. The Developer and the County have reviewed the Cost Estimate, attached hereto as **Exhibit “C”** and incorporated herein by reference (the “Estimate”), and enter into this Agreement with the understanding that such Estimate is an accurate estimate of the actual costs of the Utility Improvements as set forth herein; and

I. The parties desire to memorialize their agreement in writing, all as more fully 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. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein.

2. **Developer's Obligations**. The Developer shall provide and furnish all services necessary for the Utility Improvements, pursuant to the Scope of Work and subject to the following conditions:

- (a) The Developer shall design, engineer, permit and construct the Utility Improvements in accordance with the Scope of Work attached hereto as Exhibit "B". The Utility Improvements shall consist of the following:

The installation of approximately 2,267 LF of 24"; 212 LF of 15" Gravity Sewer Line and 12 Polymer Precast Concrete Structures beginning on the north side of US 301, point of beginning being approximately 690 feet west of the entrance of Creekside Commons Subdivision on US 301 where a new sewer structure will be installed in the alignment of existing sewer: thence new gravity sewer line will be installed in a westerly direction a distance of approximately 590 feet within the US 301 ROW; thence the new gravity sewer line alignment traverses and somewhat parallels the easterly parcel line within the Benderson Development Property, a distance of approximately 1,890 feet to an existing Sanitary Manhole within the Manatee Sewer Easement on the easterly parcel of line of Benderson Development Property.

No substantial deviations from the Scope of Work or the above Utility Improvements shall be incorporated into the design and engineering without the prior written consent of the County. Such services include, without implied limitation, engineering investigation, surveys, geotechnical testing, preliminary and final design services, preparation of working drawings, and quantity and cost estimates. Developer has retained an engineer of record, WRA ENGINEERING, which engineer is acceptable to County, who shall sign, seal, and date the certification of completed construction and as-built record drawings pertaining to the Utility Improvements.

- (b) The final construction drawings and specifications approved in connection with the Utility Improvements and all other construction requirements reflected by such Utility Improvements shall be known and referred to as the "Final Scope" for purposes of this Agreement.
- (c) Within ninety (90) days following receipt of all required permits, the Developer shall commence construction of the Utility Improvements. The Developer shall complete all engineering investigations, surveys, geotechnical testing,

preliminary and final design services, quantities and cost estimates, specifications, bidding, and construction of the Utility Improvements within a reasonable time following commencement thereof (not to exceed 365 days).

- (d) The Developer has engaged in a competitive process in determining its primary construction contractor, PHILLIPS AND JORDAN, INC. (with award to the lowest responsive, responsible bidder), where the number of qualified bids was at least three (3). If the County objects in writing to the proposed award of the contract within the twenty (20) days, the County and the Developer shall have thirty (30) additional days to resolve the objection. If, at the end of the additional thirty (30) days, the County and the Developer are unable to resolve the objection, this Agreement shall terminate, and the County shall, within forty-five (45) days of the date of termination, reimburse the Developer for actual costs incurred, subject to the invoice requirements set forth in Section 3 hereof.
- (e) During construction, the Developer 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 Developer shall promptly supply to the County detailed documentation of actual costs as the costs are incurred, including pay requests, cancelled checks, and other documentation reasonably deemed necessary by the County, upon written request by the County.
- (f) Upon completion of construction of the Utility Improvements, the Developer's engineer of record shall prepare and provide to the County the certification of completed construction and the as-built record drawings.

3. County Reimbursement. Subject to Subsection 3(e) hereof, the Developer shall fund the initial One-hundred Twenty-Five Thousand One-hundred Twelve and 09/100 Dollars (\$125,112.09) of the actual costs of the Utility Improvements with no right to receive reimbursement for such initial actual costs. The County shall reimburse the Developer for (100%) of the remaining actual costs (over and above the Developer-funded \$125,112.09) of the Final Scope incurred (including costs incurred prior to the effective date of this Agreement), on a per-invoice basis, for construction of the Utility Improvements, such percentage being the county's pro rata share of the cost of the Final Scope as shown on Exhibit "C", subject to the following conditions:

- (a) The County's obligation to reimburse the Developer shall not exceed the sum of Two-Million Four Hundred Ninety-One Thousand Three Hundred Thirty-Two and 22/100 Dollars (\$2,491,332.22). The Developer shall notify the County prior to incurring any costs in excess of such amount. Upon receipt of such notice, the County shall have the option of (i) within ninety (90) days of receipt of the aforesaid notice, approving (by motion of the Board of County Commissioners) an increase in the maximum obligation of the County, or (ii) terminating this Agreement and, within ninety (90) days of the date of termination, reimbursing the Developer for actual costs incurred, subject to the invoice requirements set

forth in this Section 3. In the event the County does not exercise the option to increase its maximum obligation within ninety (90) days pursuant to option (i) above, the County shall be deemed to have elected to terminate this Agreement pursuant to option (ii) above.

- (b) The Developer will submit to the Deputy Director of Engineering Services, Public Works Department (the "County Representative") an invoice for payments made by the Developer for services through the 25th day of the preceding month by the first day of the month. Such invoices shall (i) identify all Costs funded by Developer for which reimbursement is requested; and (ii) include detailed invoices and documentation acceptable to Manatee County, to include pay requests, canceled checks, wire transfer instructions and other verification reasonably necessary to identify all Costs incurred and funded by Developer. The invoice will include the percentage of the completed work performed. The invoice will include documentation of completion and acceptance by the County of such services. The invoice will also include proof of payment to the contractors who provided the services.
- (c) The County shall reimburse the Developer for the Costs incurred in accordance with this Agreement, less a five percent (5%) retainage amount which will be paid with the final payment due hereunder following acceptance of construction by the County. The County shall process and pay invoices in accordance with the Local Government Prompt Payment Act (Sections 218.70- 218.74, Florida Statutes), which generally requires payment for non-disputed amounts within twenty-five (25) business days of submittal. On or before the end of such twenty-five (25) day period, the County Representative shall advise Developer of any amount in dispute. Payment for any undisputed amount shall be made, and all unpaid disputed amounts shall be handled, in accordance with the Local Government Prompt Payment Act.
- (d) Acceptance of construction by the County shall not be unreasonably withheld or delayed. The County shall not reimburse the Developer for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.
- (e) Developer specifically agrees that there will be no impact fee credits requested or provided to the Developer for the Utility Improvements constructed pursuant to this Agreement, and that the builders within the Project will pay all impact fees otherwise associated with buildings within the Project.

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 Developer hereunder is subject to the discretion of the Boards of County Commissioners to budget legally available funds in amounts sufficient to fund the Cost of

the Utility Improvements.

5. County's Remedies. Should Developer fail to promptly complete construction of the Utility Improvements within the time periods provided in Paragraph 2 or any time extension approved in writing by Manatee County, then Manatee County shall have the right to complete the improvements.

6. Indemnity. Developer shall indemnify, defend, save and hold harmless Manatee County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability of any nature to the extent arising out of, because of, or due to any negligent act of omission or commission of Developer, their consultants, contractors, officers, agents or employees, in the performance of this Agreement. Neither Developer, or its, consultants, contractors, nor any of their officers, agents or employees, will 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.

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 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.

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. The parties hereby designate the persons set for the 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:

<u>If to the County:</u>	<u>With a copy to:</u>
Manatee County	Chairperson of County Commissioners
C/O County Administrator	Manatee County
Post Office Box 1000	Board of County Commissioners
Bradenton, Florida 34206	Post Office Box 1000
	Bradenton, Florida 34206

<u>If to Benderson Development Company, LLC</u>	<u>with a copy to:</u>
Attn: Todd M. Mathes	
7978 Cooper Creek Boulevard	
University Park, Florida 34201	

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 Developer; (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. Developer 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; provided, however, the County specifically understands that the rights obtained by the Developer under the County land use approvals of the Project may be assigned to a subsequent developer or assignee of all or a portion of the Property and/or Project without the County's consent.

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, 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 Developer.
- (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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

[signature page to follow]

WITNESS

Teresa Sage

Print Name: TERESA SAGE

[Signature]

Print Name: Donna Kaym Skerzed

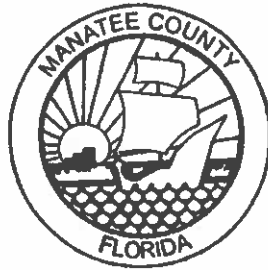
Benderson Development Company, LLC

By: *[Signature]*

Print Name: STEPHEN C. SCALIONE

Its: MANAGER

Date: 12/7/2021



MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: *[Signature]*
Chairperson
VANESSA BANGS

ATTEST:

Angelina M. Colonnese
Clerk of Circuit Court and Comptroller

By: *[Signature]*

EXHIBIT "A"
[LEGAL DESCRIPTION]

See description attached hereto.

This Document Prepared by:
Kevin M. Kinney, Counsel
Benderson Development Company, LLC
7978 Cooper Creek Blvd., Suite 100
University Park, Florida 34201

WARRANTY DEED

THIS INDENTURE, made this 27th day of May, 2016, between **ADB-Buffalo Associates, LLC**, a Delaware limited liability company, whose principal address is 7978 Cooper Creek Boulevard, Suite 100, University Park, Florida 34201, GRANTOR and **3390 Erie Road, LLC**, a Florida limited liability company, whose principal address is 7978 Cooper Creek Boulevard, Suite 100, University Park, Florida 34201, GRANTEE.

WITNESSETH: That the GRANTORS, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, conveyed, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever an undivided 11.9144 % interest as a tenant in common in the following described land, situate, lying and being in the County of Manatee, State of Florida, to wit:

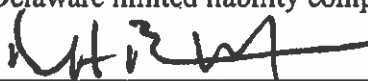
See Exhibit "A" attached hereto

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD, AND REAL PROPERTY TAXES AND ASSESSMENTS FOR THE YEAR 2016 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

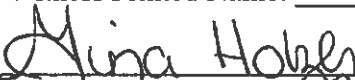
TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD, the same in fee simple forever. AND the GRANTORS hereby covenant with said GRANTEE that GRANTORS are lawfully seized of said land in fee simple; that GRANTORS have good right and lawful authority to sell and convey said land; that GRANTORS hereby fully warrant the title to said land will defend the same against the lawful claims of all persons claiming by, through or under GRANTORS.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands the day and year first above written.

ADB-BUFFALO ASSOCIATES, LLC,
a Delaware limited liability company


By: David H. Baldauf, Manager *kmk*


Witness Printed Name: Kevin M. Kinney


Witness Printed Name: Gina Holzer

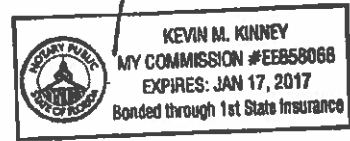
STATE OF FLORIDA
COUNTY OF MANATEE

I, a Notary Public of the County and State first above written, do hereby certify that David H. Baldauf, as Manager of ADB-Buffalo Associates, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 27TH day of May, 2016.

Kevin M. Kinney
Notary Public: State of Florida

(SEAL)



Personally Known X (OR) Produced Identification _____
Type of identification produced _____

EXHIBIT "A"

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼, SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST; THENCE RUN N 01°29'24" W ALONG THE WEST LINE OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼, A DISTANCE OF 500.82 FEET; THENCE N 59°19'10" E, A DISTANCE OF 112.69 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF ERIE ROAD THE FOLLOWING SEVEN COURSES: THENCE N 30°51'03" W, A DISTANCE OF 20.82 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 59°08'57" E, A DISTANCE OF 358.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 183.45 FEET THROUGH A CENTRAL ANGLE OF 29°21'39" TO THE END OF SAID CURVE; THENCE N 01°22'37" W, A DISTANCE OF 243.21 FEET; THENCE N 03°10'46" W, A DISTANCE OF 553.94 FEET; THENCE N 01°34'46" W, A DISTANCE OF 205.08 FEET; THENCE N 04°50'16" W, A DISTANCE OF 143.73 FEET; THENCE N 00°34'47" W, A DISTANCE OF 96.09 FEET TO THE END OF SAID EASTERLY RIGHT OF WAY LINE; THENCE S 89°55'32" E, A DISTANCE OF 285.58 FEET; THENCE S 59°36'40" E, A DISTANCE OF 39.96 FEET; THENCE S 57°00'39" E, A DISTANCE OF 34.14 FEET; THENCE S 66°04'42" E, A DISTANCE OF 725.58 FEET; THENCE S 64°19'19" E, A DISTANCE OF 597.59 FEET; THENCE S 61°37'53" E, A DISTANCE OF 655.02 FEET; THENCE S 59°08'57" W ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. 301 (STATE ROAD 43), A DISTANCE OF 1071.89 FEET; THENCE N 30°51'03" W, A DISTANCE OF 576.68 FEET; THENCE S 59°08'57" W, A DISTANCE OF 925.33 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY,

LESS AND EXCEPT ALL THAT TRACT OR PARCEL OF LAND CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED OCTOBER 18, 2005 AND RECORDED ON MARCH 24, 2006 IN OFFICIAL RECORD BOOK 2111, PAGE 6072, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

EXHIBIT “B”

[Utility Improvements – Construction Plans]

See construction plans attached hereto.

PLN2012-0142



8820 N US 301 PARRISH 34219

7/22/2021 12:06:03 PM

PUBLIC WORKS

General Conditions

[Discipline: DEVELOPMENT REVIEW]

Final Conditions

Crestside County Sanitary Project
Construction Plan (PLN2012-0112)
Approval for: Relocation of Sanitary Sewer

Please provide One (1) Approved Stamped full size plan set sent directly to the attention of Public Works Department Infrastructure Inspections at 1022-28th Avenue East, Bradenton, FL 34208.

1. All sanitary sewer construction shall be in accordance with the approved Construction Plan.
2. FDOT and PDEP wastewater permits must be obtained prior to beginning construction.
3. Prior to C.O., any associated "Utility Easements", as depicted on the Plan to be recorded in the public records must be drafted by the Property Acquisition Division (PA staff). Applicant must provide a recent title report (less than 6 months old) and a sketch and legal description of the easement area to PA staff. PA staff will draft all necessary documentation and provide the documents to Applicant for execution. Once executed, the documents shall be returned to PA staff to present to the Board of County Commissioners for acceptance and recording in the public record. A copy of the accepted and recorded documents shall be provided to this office prior to the commencement or scheduling of any future final zoning inspections. Please note, the property owner will be responsible for Recording Fees. Checks should be made payable to Manatee County Clerk of Court. Please contact Property Acquisition Division at (841)-748-4501 for further information and to coordinate the easement process.
4. Utility Record Drawings are required prior to placing wastewater facilities into service. Please see the documents section in Accrete for PWUE, Manatee County Public Works Standards Section 1.15 and 1.16 for further information. To assist in expediting the "Utility" Record Drawing for FINAL, Submittal and "Final Acceptance Letter", please provide one set of plans and one digital PDF directly to Public Works Development Review Division. Contact (841) 708-7450 x. 7434.
5. A "Defect Security" of 10% shall be posted with Manatee County for the purpose of correcting any construction, design or material defects or failures within County rights-of-way or easements related to this improvement before final "C.O." approval. Land Development Code Section 337.6. This shall be submitted with the Bill of Sale at the time of certification.
6. Contact Infrastructure Inspections Division Manager prior to the start of construction (841) 708-7450, Ext 7323 or email toranw@mymanatee.org to schedule a pre-construction meeting.
7. For "Certification", a letter (signed and sealed) or a letter requesting final inspection approval (aka) "Certificate of Completion" (COC) approval from the property owner shall be submitted to Mr. Ken Lelker with the Public Works Department once the project is 100% complete and meets substantial compliance with the approved plans.
8. Contact Doug Marvin, Code Compliance Field Supervisor for an Environmental Field Inspection at 841-827-2086 douglas_marvin@mymanatee.org The applicant shall install, implement, and maintain appropriate erosion and sediment controls that minimize soil erosion and offsite sedimentation. Environmental staff shall inspect the BMPs identified in the SWPPP to ensure that they are installed, maintained, and operating correctly and effectively until such time that the stormwater discharge associated with construction activity are eliminated and all disturbed soils at the site have been stabilized, and temporary erosion and sediment control measures have been removed. Pursuant to Section 601.3.W of the LDC, sediment and erosion control measures are required for the development in order to control and minimize damage to downstream and adjacent property, the conveyance system, and to preserve water quality. No grading, or clearing, except brush removal for surveying, or filling shall be commenced until all erosion and sedimentation measures have been applied to all the disturbed areas and specifically around any water bodies, watercourses, or wetlands.

FEES:

1. The "Construction Drawing" (CD) review Base fee sum of \$1,000.00 (Pd. 12-29-2020)
2. The "Private Infrastructure Inspection Fee" (PII) Not Required

[Discipline: ENVIRONMENTAL PLANNING]

No Objection

Proposed stipulations (no response required):

1. The applicant shall include Best Management Practices within the Erosion and Sediment Control Plan as needed.
2. Precautions shall be taken to protect existing trees that remain in the area of activity.

Contact: Gary Race 841-748-4561 ext. 6836. gary.race@mymanatee.org

[Discipline: STORMWATER]

SW No Objection CPV2 (08-08-21)

SW No Objection CPV2 (08-08-21)

Please be advised that we have reviewed the Revised Final Site Plan dated May 19, 2021, and have no further objections. Our no objection refers to stormwater engineering related information on the sheets and latest revision dates listed below:

SheetDate:

C-001 (Cover)05/18/21
C-00205/18/21
C-00305/18/21
C-00405/18/21
C-10005/18/21
C-10105/18/21
C-10205/18/21
C-10305/18/21
C-10405/18/21
C-10505/18/21
C-15105/18/21
C-152

Please be advised this no objection is valid with respect to the referenced sheets and dates listed above. Staff has the option to require a re-submittal of the plans should there be any later revisions, additions, or deletions that impact any of the above listed sheets.

Should you have any questions, please feel free to call 708-7450, extension 7228.

[Discipline: STORMWATER]

SW No Objection CPV3 (06-17-21)

SW No Objection CPV3 (06-17-21)

Please be advised that we have reviewed the Revised Final Site Plan dated June 16, 2021, and have no further objections. Our no objection refers to stormwater engineering related information on the sheets and latest revision dates listed below:

SheetDate:

C-001 (Cover)05/18/21
C-00205/18/21
C-00305/18/21
C-00405/18/21
C-10005/18/21
C-10105/18/21
C-10205/18/21
C-10305/18/21
C-10405/18/21
C-10505/18/21
C-15105/18/21
C-152

Please be advised this no objection is valid with respect to the referenced sheets and dates listed above. Staff has the option to require a re-submittal of the plans should there be any later revisions, additions, or deletions that impact any of the above listed sheets.

Should you have any questions, please feel free to call 708-7450, extension 7228.

[Discipline: STORMWATER]

SW No Objection CP SR V1 (08-23-21)

SW No Objection CP SR V1 (08-23-21)

Please be advised that we have reviewed the Revised Final Site Plan dated June 16, 2021, and have no further objections. Our no objection refers to stormwater engineering related information on the sheets and latest revision dates listed below:

SheetDate:

C-001 (Cover)05/18/21
C-00205/18/21
C-00305/18/21
C-00405/18/21
C-10005/18/21
C-10105/18/21
C-10205/18/21
C-10305/18/21
C-10405/18/21
C-10505/18/21
C-15105/18/21
C-152

Please be advised this no objection is valid with respect to the referenced sheets and dates listed above. Staff has the option to require a re-submittal of the plans should there be any later revisions, additions, or deletions that impact any of the above listed sheets.

Should you have any questions, please feel free to call 708-7450, extension 7228.

General Notes

[Discipline: DEVELOPMENT REVIEW]


Existing Record Drawings have been uploaded in the documents folder for reference

[Discipline: TRAFFIC ENGINEERING]

No Objection

Traffic Engineering Issues a No Objection for this Sufficiency Review Version 1 submittal.

APPROVED



Project #:
Date: 7/22/2021
Access #: PLN2012-0112

PUBLIC WORKS

Supervisor - Thomas Gerstenberger - CR - Review Complete - 04/17/2021
 Title: Engineering - Neil Byrne - CR - Review Complete - 04/17/2021
 Supervisor - Thomas Gerstenberger - SR - Review Complete - 04/17/2021
 Department Review - Denise Greer - CR - Review Complete - 04/17/2021
 Environmental Planning - Gary Race - CR - Review Complete - 04/17/2021
 Title: Engineering - Neil Byrne - SR - Review Complete - 7/23/2021
 Department Review - Gary Race - SR - Review Complete - 04/17/2021
 Environmental Planning - Gary Race - SR - Review Complete - 04/17/2021

UTILITY CONSTRUCTION PLANS FOR CREEKSIDE COMMONS - COUNTY SANITARY

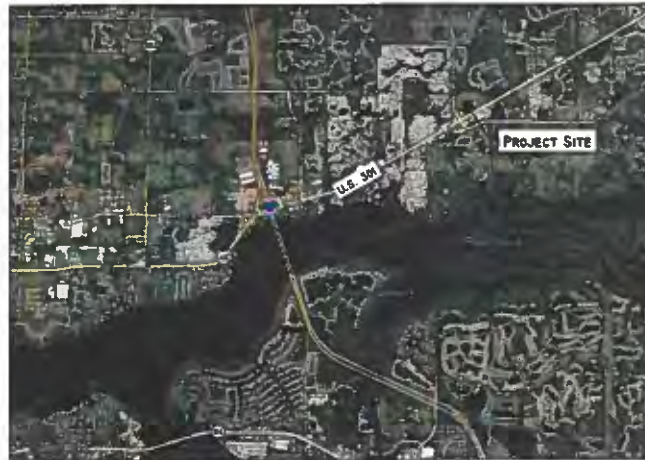
LOCATED IN
SECTION 9, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

PREPARED FOR
MANATEE COUNTY UTILITY DEPARTEMENT
7979 COOPER CREEK BLVD
UNIVERSITY PARK, FL 34201

Date: SEPTEMBER 2020

Sheet List Table	
Sheet Number	Sheet Title
C-001	COVER SHEET
C-002	GENERAL NOTES
C-003	STORMWATER POLLUTION PREVENTION PLAN
C-004	EXISTING CONDITIONS AND DEMOLITION PLAN
C-100	UTILITY PLAN
C-301	UTILITY PLAN
C-302	UTILITY PLAN
C-303	SANITARY PROFILE
C-104	SANITARY PROFILE
C-305	ACCESS ROAD SECTIONS
C-151	UTILITY DETAILS
C-152	FOOT DETAILS

NAVD-NGVD CONVERSION	
DATUM	ELEV.
NAVD 88	0.00
NGVD 29	+ 0.57



VICINITY MAP



PROJECT LOCATION

PREPARED BY



**Engineering ~ Environmental
Water Resource ~ Survey**

4266 W. Lankford Ave. Tampa, Florida 33624
 7979 Cooper Creek Blvd. University Park, Florida 34201
 www.wraengineering.com
 CA 00007652 LB 6274
 Phone: 813.265.3130 941.275.9721



FEMA FLOOD DATA:
 COMMUNITY NO. 12061C01908
 FLOOD ZONE: X
 FLOOD ZONE: A
 DATED: 3/17/2014

Engineering ~ Environmental
 Water Resource ~ Survey
 4266 W. Lankford Ave. Tampa, Florida 33624
 www.wraengineering.com
 CA 00007652 LB 6274
 Phone: 813.265.3130 941.275.9721

CREEKSIDE COMMONS - MANATEE COUNTY SANITARY PROJECT
 ISSUED FOR: PERMITTING
 DATE: 09/15/20
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

COVER SHEET

C-001

APPROVED GENERAL CONSTRUCTION NOTES:

1. All construction activities shall be in accordance with the Monrovia County Land Development Code, and DOT Specifications, latest editions.
2. Grass and mulch, or solid sod, of areas in existing rights-of-way disturbed by construction.
3. Contractor is to coordinate all work within, but not limited to adjacent rights-of-way with utility companies in order to prevent damage to utility lines and the making of adjustments to same, if required.
4. Prior to curb inlet construction, the Engineer shall lay out the back of the curb in the vicinity of the respective inlet for alignment and grade, and the Contractor shall construct the inlet allowing for an 18" concrete throat between the back of the curb and the face of the inlet. The top of the inlet shall be constructed to an elevation of 3/8" above the top of curb (these dimensions apply to the concrete valley gutter type section only). Any inlets constructed incorrectly by deviating from this sequence of inlet construction shall be the sole responsibility of the Contractor and no additional payment shall be made or allowed for removing and/or correcting the inlets.
5. All obtained through excavation of detention pond shall be placed on-site and adjacent land in accordance with the Master Drainage and Grading Plan as directed by the Engineer.
6. Sod/Seed & Mulch shall be placed in accordance with applicable City/County standards as well as in accordance with standard and specific conditions in the DPM/MD permit, if applicable. At a minimum this shall include seeding of all pond embankments of a slope 2:1 or greater to the NW line, as well as seeding and mulching the balance of the pond tracts (including pond berms, excluding the area below NW), seeding at a minimum of 2' from the back of curb, and seeding and mulching of any project area with a slope of 3:1 or steeper.
7. Building downspouts to be directed to the on-site storm drainage system.
8. Future expansion areas, if disturbed, to be grassed and mulched or sodded to prevent erosion to existing pavement surfaces.
9. Site clearing shall be performed per the approved construction plans and in accordance with the Monrovia County LDC. Installation and maintenance of the required barricading and erosion control shall be the responsibility of the site development Contractor unless otherwise designated.
10. Prior to beginning construction, Contractor shall expose all existing utility inverts to which a tie-in is proposed and have Engineer verify the elevation and competency of these inverts.
11. All subsurface construction shall comply with the "Trench Safety Act." The Contractor shall insure that the method of trench protection and construction is in compliance with the Occupational Safety and Health Administration (OSHA) regulations.
12. All erosion control installation and installation coordination shall be the responsibility of the Contractor. Water Resources Associates, if contracted by the Owner, will stake the alignment of the proposed erosion control and shall limit its responsibility and coordination at that point. Be advised that the construction shall be the sole responsibility of the Site Contractor.
13. During land alteration and construction activities, it shall be unlawful to remove vegetation by grubbing or to place soil deposits, debris, sediments, construction material, machinery or other equipment of any kind within the drainage of a tree to remain on the site unless otherwise approved by the County.
14. All trimming undertaken on a tree protected by the provisions of the Land Development Code shall be in accordance with the American National Standards Institute (ANSI) A-300 Pruning Standards.
15. Any Offsets Improvements within the Monrovia County Right-Of-Way (ROW) as depicted on the approved Construction Drawings and/or "Final Site Plans", as applicable, shall require a "Temporary Traffic Control Plan" (TTCP) based on the minimum requirements provided in the Manual Of Uniform Traffic Control Devices (MUTCD) and/or Monrovia County Transportation Standard Detail 406.0 (Road/Lane Closure Procedures). The TTCP shall be submitted to Mr. Kenneth Sedberry, Transportation Services Division Manager, prior to the start of said construction. Contact Mr. Labarr at (941) 708-7450, Ext 7323 for specific requirements.
16. All the signing and pavement markings shall be provided in accordance with the latest editions of the Manual on Uniform Traffic Control Devices (MUTCD), Florida Department of Transportation (FDOT) Design Standards, and the Monrovia County Public Works Department - Highway, Traffic, and Stormwater Standards.
17. All signs shall be installed and maintained by the owner.
18. All signs retro reflectivity must meet the retro reflectivity requirements of the latest edition of the Manual on Uniform Traffic Control Devices that do not conform to the latest edition of the Monrovia County Public Works Department Highway, Traffic & Stormwater Standards within publicly maintained right of way will require a sign and hardware design and, if applicable, an installed maintenance Agreement prior to approval of Construction Plans.

WATER AND SEWER CONSTRUCTION NOTES:

1. Prior to construction, the Contractor shall obtain from the Engineer or Owner a copy of all pertinent permits related to this project. It is the Contractor's responsibility to ensure that all construction activities are in compliance with the conditions of all permits and approvals. Contractor is also responsible for having all permits and approvals in place prior to construction.
2. Monrovia County Public Works utility standards are the minimum allowable water and/or wastewater construction standards. Where any note or detail on these plans conflict with the Monrovia County Public Works utility standards the most stringent interpretation, as determined by the county Infrastructure Inspector, shall be applied.
3. Grass and mulch, or solid sod, of areas in existing rights-of-way disturbed by construction.
4. Contractor is to coordinate all work within, but not limited to, adjacent rights-of-way with utility companies in order to prevent damage to utility lines and the making of adjustments to same, if required.
5. Contractor shall contact the engineer and/or the owner prior to any construction that may damage trees.
6. Contractor shall verify locations and depths of existing water and sewer lines prior to beginning construction.
7. Contractor shall be responsible for obtaining any and all road crossing and/or utility permits.
8. The existing underground utility lines shown hereon were taken from documents furnished by others and not field verified, therefore, the engineer cannot guarantee the accuracy of same nor that all are shown. The contractor shall expose all underground utility lines in coordination with the owners to his satisfaction and make adjustments to same in the event there are conflicts with new construction.
9. Adjusting manhole tops to match grade and slope of the finish paving shall be included in the respective contract unit price for manhole payment of which will constitute the entire payment for construction and completion of the manhole, and no additional payment will be allowed or made for adjusting manhole tops.
10. The locations and elevation of all service lines are to be determined in the field by the owner and/or contractor prior to construction of same.
11. All sanitary sewer gravity main pipes shall have a nominal diameter of eight (8") inches and shall comply with ASTM D 3034. For depths of cut through eighteen (18") feet, a minimum wall thickness of SDR-26 is required. For depths of cut greater than eighteen (18") feet, a minimum wall thickness of SDR-26 is required.
12. All 8" sanitary sewer pipe shall be constructed at a 0.40% minimum slope.
13. All 10" sanitary sewer pipe shall be constructed at a 0.26% minimum slope.
14. All PVC pressure pipe shall have a minimum 3/8" cover when possible.
15. "Paving grade (PVC) pressure pipe, 2 inches in diameter, used solely for sewer grinder lift station applications shall be Pressure Rated 200, SDR21, conforming to ASTM D2241, and shall have Iron Pipe Size (IPS) outside diameters. SDR 21 PVC pipe 2-3 inches in diameter shall not be used for working pressures greater than 25 psi. PVC pipe shall not be used in applications which require pipes that are less than 2 inches in diameter for wastewater force mains. PVC pipe shall not be used in applications which require pipes that are less than 6 inches in diameter for potable water piping and residential water piping."
16. All water main pipes and fittings installed under this project shall be color coded or marked in accordance with subparagraph 62-550.320(21)(b), Florida Administrative Codes, using blue as the predominant color.
17. Sanitary sewers, force mains and storm sewers should cross under water mains. Sanitary sewers, force mains and storm sewers crossing water mains shall be laid to provide a minimum vertical distance of 18 inches between the invert of the upper pipe and the crown of the lower pipe whenever possible.
18. When sanitary sewers, force mains and storm sewers must cross a water main with less than 18 inches vertical distance, both the sewer and the water main shall be constructed of ductile iron pipe (DIP) of the crossing. (DIP is not required for storm sewers if it is not available in the size proposed.) Sufficient lengths of DIP must be used to provide a minimum separation of 10 feet between any two joints. All joints on the water main within 20 feet of the crossing must be leak free and mechanically restrained. A minimum vertical clearance of 6 inches must be maintained at the crossing.
19. Where there is no alternative to sewer pipes crossing over a water main, the criteria for minimum separation of 18 inches between lines and 10 feet between joints shall be required.
20. All crossings shall be arranged so that the sewer pipe joints and the water main pipe joints are equidistant from the point of crossing (pipes centered on the crossing).
21. Where a new pipe conflicts with an existing pipe, the new pipe shall be constructed of DIP and the crossing shall be arranged to meet the requirements above.
22. A minimum 10-foot horizontal separation shall be maintained between any type of sewer and water main in parallel installations whenever possible.
23. Where it is not possible to maintain a vertical distance of 18 inches or a horizontal distance of 10 feet in parallel installations, the water main shall be constructed of DIP (if available in the size proposed) with a minimum vertical distance of 6 inches. The water main should always be above the sewer. Joints on the water main shall be located as far apart as possible from joints on the sewer or force main (staggered joints).
24. All DIP should all be pressure class 350 or higher. Adequate protective measures against corrosion shall be used.
25. Bands shall be installed in force main and/or water main to avoid unpermitted conflicts in installing or proposed structures. Thrust blocking may be used in lieu of joint restraint as approved by the Engineer or Record.
26. The joint deflection method shall be used where practical in lieu of installing bands.
27. Fire hydrant, gate valve and blow-off valve assemblies shall consist of all pipe, valves, tees, fittings, and any and all other appurtenances comprising a complete, working unit.

SECTION FROM MANATEE COUNTY PUBLIC WORKS STANDARDS, UTILITY STANDARDS MANUAL (USM)

1.0.7 TRENCH SUBPARAGRAPHS

- A. Water, sewer and reclaimed water utilities to be installed within new roadway rights-of-way shall be installed along typical uniform alignments that minimize the number of intersections or obstructions between the different utilities.
- B. Potable water utilities shall typically be located along the roadway and outside sides of the roadway on the outside water main. Potable water mains shall be on the opposite side of the street from stormwater, sanitary force mains and reclaimed water mains.
- C. Stormwater utilities shall typically be located on the opposite side of the road from the water main, generally along the roadway and outside sides of the roadway 5 feet away from the back of curb line when no reclaimed water utilities are present, or no closer than 5 feet to the right-of-way line when the side of the road is shared with a reclaimed water main.
- D. Reclaimed water utilities shall be located on the same side of the road as the force main, 3 feet away from the back of curb and 3 feet away from the force main, when force mains are present, when no force mains are present, the reclaimed water mains shall be located 5 feet away from the back of curb, on the roadway and outside sides of the roadway. The location of reclaimed water mains shall be on the same side of the roadway as the force main.
- E. Where it is demonstrated that it is not technically feasible or economically practical for the water main and the reclaimed water mains to be on the opposite side of the street from the potable water main, a minimum horizontal separation of potable water mains to force mains and reclaimed water mains shall be 10 feet and 5 feet, respectively.
- F. Gravity-flow sanitary sewer utilities shall typically be located under the roadway pavement along the centerline of the right-of-way, and away from side to side under curbs wherever, but shall be no closer to the outside used main than 10 feet and no closer to the reclaimed water or force mains than 5 feet.

GENERAL SITE NOTES:

1. Potable Water by Manatee County
2. Sewage and solid waste disposal by Manatee
3. Final Site Plans and Construction Plans to be submitted to and approved by Manatee County.
4. Fire flow will be provided as required by Manatee County and water authority having jurisdiction.
5. Typical parking space size = 9'x19' min. Handicap space size = 12'x19' - see detail of this sheet.
6. Solid waste storage areas to be screened per Manatee County Land Development Code.
7. Storm drainage detention to be provided on site.
8. This project shall be designed to meet existing federal, state and local regulations for buildings, structures and other amenities to provide handicap accessibility on site.
9. Parking lot landscaping to be provided at a minimum per the Land Development Code. Landscape Plan to be provided at the final site plan stage.
10. Sight Distance Triangle at project access point to be provided per the Manatee County LDC.
11. Minimum distance between buildings shall be 20'.
12. Walls or fences to be provided to maintain privacy and security.
13. Signs and pavement marking shall conform to the Manual of Uniform Traffic Control Devices.
14. Wheelstops will be located where abutting sidewalks are less than 8' wide and where landscape planting is closer than 2.5 feet from the back of curb.

STORMWATER FACILITY O&M GUIDELINES:

1. The operational entity shall check weir (and/or orifice) in all control structures periodically to ensure that they are free from debris which may have effect on their hydraulic function. Any damages or clogging need to be repaired and/or cleaned immediately.
2. The removal of native vegetation is prohibited within the wet detention pond. Removal includes dredging. The application of herbicide, introduction of grass crop and cutting. The property owner and/or operation/maintenance entity shall not remove native vegetation that becomes established within the wet detention pond.
3. The owner and/or operation/maintenance entity shall not construct or maintain any building or structure or undertake or perform any activity in the wetlands, buffer areas, drainage easements and conservation areas.
4. Any eroded banks should be repaired and reseeded to maintain the correct volume and ensure that future bank erosion issues do not occur. Reared disturbed side slopes and any areas where grass or sod has been removed or eroded.
5. The pond banks and lot perimeter areas should be regularly mowed, with grass clippings removed from the pond and lot grade drain inlets. Pick up grass clippings after cutting. Mow frequently enough to prevent thatch build-up.
6. Limit fertilizer around the retention pond and do not fertilize grass in the pond area.
7. All storm water pipes, inlets, catch basins, yard drains, perimeter swales, manholes, flumes, pond inlets and outfall structures, including all skimmers and discharge pipes, should be inspected on regular basis (monthly or quarterly) and after severe rainfalls. They should be maintained to operate as designed by removing built up debris and vegetation from inlets, outlets, culverts. Repair deterioration structures.
8. Note the chemical, oils, greases, or similar wastes are not to be disposed of directly or through storm sewers to the stormwater facility. Treatment ponds are designed to remove normal road, parking lot, roof, and yard runoff only.
9. No alteration of any part of the stormwater facilities is permitted without prior approval from all applicable governing agencies.
10. It is usually more cost effective to monitor and perform routine maintenance on surface water management system than to let it fail and then have to reconstruct the entire system.

LANDSCAPE NOTES:

1. During land alteration and construction activities, it shall be unlawful to remove vegetation by grubbing or to place soil deposits, debris, sediments, construction materials, machinery or other equipment of any kind within the drip line of a tree to remain unless otherwise approved by Manatee County.

Engineering - Environmental
 Water Resource - Survey
 Land Use Planning - Construction
 Planning - Urban Design
 Civil Engineering
 CA 0009321 48 8278
 Phone: 317.781.3150 Fax: 317.725.0251

CREEKSIDE COMMONS
 MANATEE COUNTY
 SANITARY PROJECT

ISSUED FOR PERMITTING
 FOR PLAN NO. 2204-04
 ROAD L.P. 06/20/2024 P.W. 06/20/2024 P.W. APPROVED BY:

GENERAL NOTES

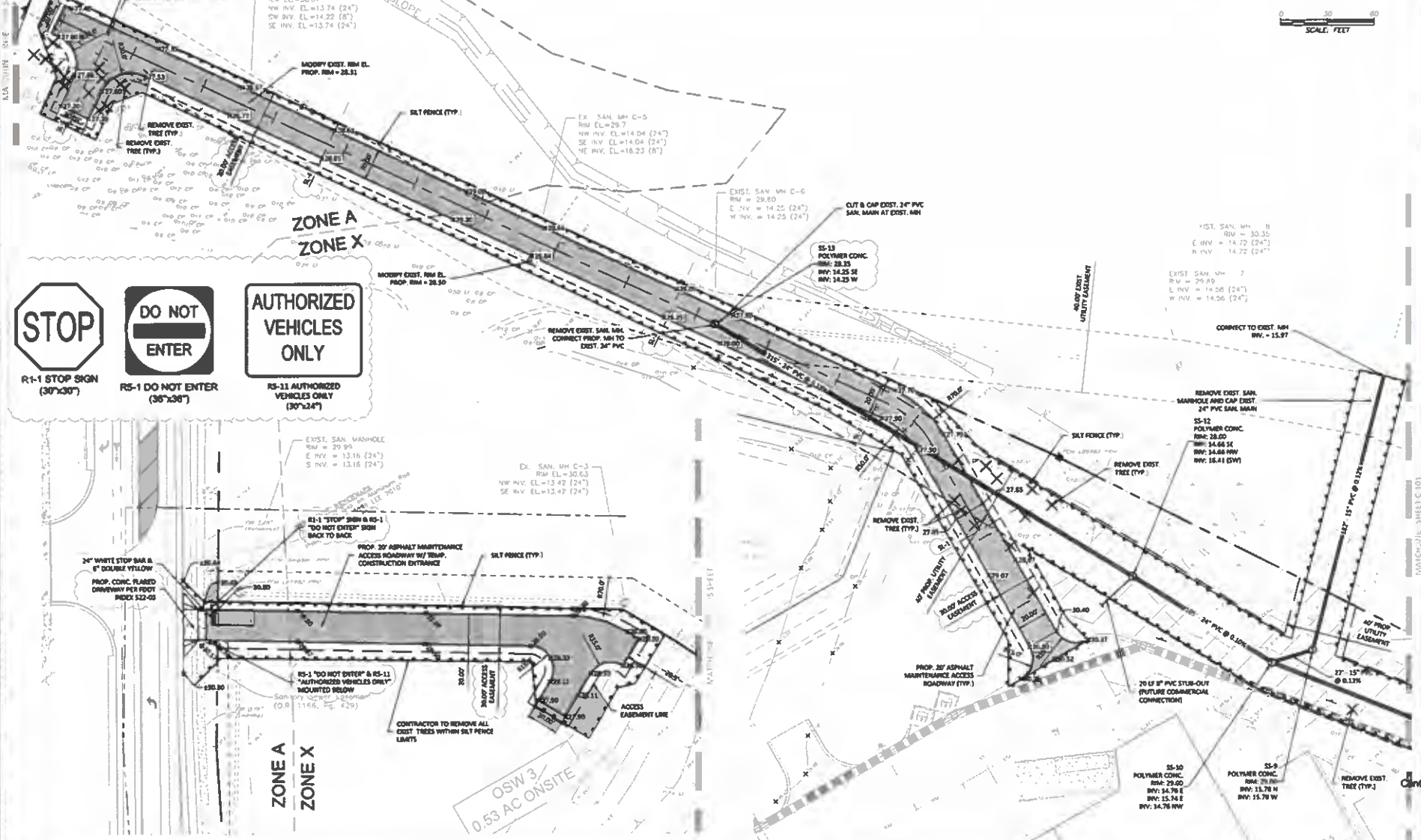
02/17/21 UPDATE WATER AND SEWER NOTES

C-002

APPROVED

Project #:
 Date: 7/22/2021
 County Account #: PLN2012-0112

PUBLIC WORKS
 MAINTENANCE ACCESS



R1-1 STOP SIGN (30"x30")



RS-1 DO NOT ENTER (36"x36")



RS-11 AUTHORIZED VEHICLES ONLY (30"x24")

ZONE A
ZONE X

OSW 3
0.53 AC ONSITE

Engineering - Environmental
 Water Resource - Survey

WRA

UTILITY PLAN

CREEKSIDE COMMONS -
 MANATEE COUNTY
 SANITARY PROJECT

C-100

APPROVED

Manatee County
PLN2012-0112

Project #: _____
Date: 7/22/2021

GENERAL NOTES

1. General notes shall be read in conjunction with the specifications of Supplement 101 of the Florida Statutes and the approved plans.
2. All materials shall be of the quality and quantity as specified in the approved plans.
3. All work shall be done in accordance with the approved plans.
4. All work shall be done in accordance with the approved plans.
5. All work shall be done in accordance with the approved plans.
6. All work shall be done in accordance with the approved plans.
7. All work shall be done in accordance with the approved plans.
8. All work shall be done in accordance with the approved plans.
9. All work shall be done in accordance with the approved plans.
10. All work shall be done in accordance with the approved plans.

TABLE OF CONTENTS

Sheet	Description
444-001	Underdrain

UNDERDRAIN TYPE I, II, AND III ASSEMBLY
(Type II Shows Others Similar)

UNDERDRAIN TYPE Va AND Vb ASSEMBLY

DATE REVISIONS: 8/18/19

FY 2021-22 STANDARD PLANS

UNDERDRAIN 444-001 1 of 3

TYPE Va

TYPE Vb

SECTION A-A

TYPE Vb CLEANOUT

TYPE Va, Vb, AND CLEANOUT

DATE REVISIONS: 8/18/19

FY 2021-22 STANDARD PLANS

UNDERDRAIN 444-001 3 of 3

GENERAL NOTES

1. Concrete shall be placed and finished in accordance with the approved plans.
2. All materials shall be of the quality and quantity as specified in the approved plans.
3. All work shall be done in accordance with the approved plans.
4. All work shall be done in accordance with the approved plans.
5. All work shall be done in accordance with the approved plans.
6. All work shall be done in accordance with the approved plans.
7. All work shall be done in accordance with the approved plans.
8. All work shall be done in accordance with the approved plans.
9. All work shall be done in accordance with the approved plans.
10. All work shall be done in accordance with the approved plans.

OPEN JOINTS

SANDED JOINTS

LONGITUDINAL SECTION

SECTION A-A

SECTION B-B

SIDING DETAIL

GENERAL NOTES AND CONCRETE SIDEWALK ON CURBED ROADWAYS

DATE REVISIONS: 8/18/19

FY 2021-22 STANDARD PLANS

CONCRETE SIDEWALK 522-001 1 of 2

OPEN JOINTS

SANDED JOINTS

LONGITUDINAL SECTION

SECTION C-C

CONCRETE SIDEWALK ON FLUSH SHOULDER ROADWAYS

DATE REVISIONS: 8/18/19

FY 2021-22 STANDARD PLANS

CONCRETE SIDEWALK 522-001 2 of 2

Engineering - Environmental
Water Resource - Survey

WRA

CREKESIDE COMMONS - MANATEE COUNTY SANITARY PROJECT

ISSUED FOR PERMITTING

C-152

EXHIBIT "C"
[Estimate of Costs]

See document attached hereto.

Exhibit C - Initial Costs

Reduction in costs to be incurred by Benderson due revised connection points due to county project

Benderson Project Plan Dated 11/19/20

Sanitary Sewer System	Unit	Quantity	Unit Price	Total
8" PVC SDR-26 Sanitary Main (10'-12')	LF	392.00	\$ 59.83	\$ 23,453.36
8" PVC SDR-26 Sanitary Main (12'-14')	LF	613.00	\$ 63.75	\$ 39,078.75
8" PVC SDR-26 Sanitary Main (14'-18')	LF	353.00	\$ 90.62	\$ 31,988.86
Sanitary Manhole (8-10')	EA	1.00	\$ 6,287.30	\$ 6,287.30
Sanitary Manhole (10-12')	EA	5.00	\$ 7,029.27	\$ 35,146.35
Sanitary Manhole (12-14')	EA	2.00	\$ 8,220.00	\$ 16,440.00
Connection to Existing	LS	1.00	\$ 1,504.23	\$ 1,504.23
Sanitary Sewer Testing (per Manatee County Standards)	LS	1.00	\$ 3,410.00	\$ 3,410.00
Sanitary System Total				\$ 157,308.85

Benderson Project Plan Dated 2/23/21

Sanitary Sewer System	Unit	Quantity	Unit Price	Total
8" PVC SDR-26 Sanitary Main (10'-12')	LF		\$ 59.83	\$ -
8" PVC SDR-26 Sanitary Main (12'-14')	LF		\$ 63.75	\$ -
8" PVC SDR-26 Sanitary Main (14'-18')	LF	215.00	\$ 90.62	\$ 19,483.30
Sanitary Manhole (8-10')	EA		\$ 6,287.30	\$ -
Sanitary Manhole (10-12')	EA		\$ 7,029.27	\$ -
Sanitary Manhole (12-14')	EA	1.00	\$ 8,220.00	\$ 8,220.00
Connection to Existing	LS	2.00	\$ 1,504.23	\$ 3,008.46
Sanitary Sewer Testing (per Manatee County Standards)	LS	1.00	\$ 1,485.00	\$ 1,485.00
Sanitary System Total				\$ 32,196.76

Initial Costs by Benderson	\$ 125,112.09
-----------------------------------	----------------------

Exhibit C - Utility Contractor

	Unit	Quantity	Unit Price	Total
Earthwork				
Clearing and Grubbing - Light, Dispose of Offsite	AC	1.00	\$ 35,624.09	\$ 35,624.09
BMPs - Silt Barrier Installation, Maintenance, Removal, Tree Barricades, NPDES Compliance	LS	1	\$ 26,021.06	\$ 26,021.06
Construction Entrance	EA	1	\$ 12,914.47	\$ 12,914.47
Site Excavation/Embankment	CY	600	\$ 4.05	\$ 2,430.00
Select Import for Backfill 24" Sewer Main	TCY	1	\$ -	\$ -
Import (As Needed) new road areas	TCY	0	\$ -	\$ -
Restoration - Bahia Sod	SY	12000	\$ 3.30	\$ 39,600.00
Restoration - Hydro seed disturbed areas	SY	10000.0	\$ 0.68	\$ 6,800.00
Finish Grading	LS	1	\$ 6,723.35	\$ 6,723.35
Dewatering	LS	0	\$ -	\$ -
Earthwork Total				\$ 130,112.97
General				
Mobilization	LS	1	\$ 60,146.56	\$ 60,146.56
Maintenance of Traffic	LS	0	\$ -	\$ -
Survey Layout/Construction Staking	LS	1	\$ 46,132.76	\$ 46,132.76
Geotech Testing	LS	1	\$ 13,563.35	\$ 13,563.35
Record Drawings	LS	1	\$ 6,781.68	\$ 6,781.68
General Total				\$ 126,624.35
Paving & Concrete				
1.5" Type SP-9.5 or S-3 Asphalt (2 Lifts)	SY	2711	\$ 13.70	\$ 37,140.70
6" Graded Aggregate Base-Crushed Concrete (LBR 100)	SY	2711	\$ 18.75	\$ 50,831.25
12" Stabilized Subgrade, (LBR 40, to 98% Modified Proctor)	SY	2711	\$ 9.41	\$ 25,510.51
Concrete Walks	SF	1125	\$ 9.54	\$ 10,732.50
Paving & Concrete Total				\$ 124,214.96
Drainage System				
Remove and Replace MES and 20' of 18" RCP	LS	1	\$ 9,822.89	\$ 9,822.89
Stom Testing (Per Manatee County Requirements)	LS	1	\$ 154.17	\$ 154.17
Drainage System Total				\$ 9,977.06
Sanitary Sewer System				
15" PVC SDR-26 Gravity Sanitary Main (10' - 16')	LF	131	\$ 129.54	\$ 16,969.74
15" PVC SDR-26 Gravity Sanitary Main (16' - 20')	LF	81	\$ 188.64	\$ 15,279.84
24" PVC SDR-26 Gravity Sanitary Main (10' - 16')	LF	1826	\$ 256.77	\$ 468,862.02
24" PVC SDR-26 Gravity Sanitary Main (16' - 18')	LF	441	\$ 309.47	\$ 136,476.27
Polymer Concrete Precast 5' Dia Sanitary Manhole (10' - 16')	EA	8	\$ 32,659.00	\$ 261,272.00
Polymer Concrete Precast 5' Dia Sanitary Manhole (16' - 18')	EA	3	\$ 34,392.12	\$ 103,176.36
Polymer Concrete Precast 5' Dia Sanitary Manhole (10' - 16') (Dog House structure)	EA	1	\$ 55,191.17	\$ 55,191.17
Dewatering	LS	1	\$ 105,116.03	\$ 105,116.03
Grout In Place 24" Existing Sanitary Main	LF	685	\$ 76.11	\$ 52,135.35
Abandon Existing Sanitary Structures (Earthen Fill)	EA	7	\$ 1,490.36	\$ 10,432.52
Fittings, Connections & Misc Parts	LS	1	\$ 30,669.78	\$ 30,669.78
Connection to Existing (8" Inflow at Manhole)	EA	2	\$ 12,104.17	\$ 24,208.34
Bypass Pumping and Temp Vac Trucks on Site for switchover	LS	1	\$ 88,612.69	\$ 88,612.69
Sanitary Sewer Testing (per Manatee County Standards)	LS	1	\$ 15,130.61	\$ 15,130.61
Sanitary System Total				\$ 1,383,532.72
TOTAL				\$ 1,774,462.06

RESOLUTION B-22-036
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2022

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2021-2022 budget is hereby amended in accordance with FS 129.06 as described in the description and specified in the budget adjustment batch file listed below:

Department: PUBLIC WORKS & TRANSIT
Fund: SEWER FACILITY INVEST FEES
Description: Transfers \$2,615,545 from reserves in the Sewer Facility Investment Fees fund to the Creekside Commons Sewer Relocation project to fund construction and associated overhead costs.

This budget amendment is being presented to the Board of County Commissioners along with the agreement.

This budget amendment adjusts the FY22-26 CIP

Batch ID: MHB1621A

Reference: BU22000136

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 14th DAY OF December, 2021.



BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By:  Chairman

ATTEST: Angelina Colonnese
Clerk of Circuit Court

By:  Deputy Clerk



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

Board of County Commissioners December 14, 2021 - Regular Meeting

SUBJECT

EXECUTION OF UTILITY REIMBURSEMENT AGREEMENT BETWEEN MANATEE COUNTY AND BENDERSON DEVELOPMENT COMPANY, LLC FOR THE REROUTE OF A SANITARY SEWER MAIN; ADOPTION OF BUDGET RESOLUTION B-22-036

Category

CONSENT AGENDA

Briefings

None

Contact and/or Presenter Information

Scott May, County Engineer, Deputy Director Engineering Services, Ext 7650,
email: scott.may@mymanatee.org

Action Requested

Authorization for the Chairperson to execute the Utility Reimbursement Agreement between Manatee County and Benderson Development Company, LLC (Developer) for the reroute of a 24" sanitary sewer main and adoption of Budget Resolution B-22-036 amending the annual budget for Manatee County, FL for fiscal year 2022. This budget amendment adjusts the FY22-26 Capital Improvement Plan.

Enabling/Regulating Authority

Sec. 2-31-103 Code of Ordinances

Goal 9.1 Manatee County Comprehensive Plan

Background Discussion

- On June 23, 2008, the Board of County Commissioners adopted zoning ordinance PDC-04-38(Z)(P) – Victoria Estates, LTD./ ADB-Buffalo Associates, LLC/Creekside Oaks Commercial approving the rezone of approximately 51.29 acres on the northeast corner of U.S. 301 and Erie Road from PDR/NCO (Planned Development Residential /North Central Overlay) & GC/NCO (General Commercial /North Central Overlay) to PDC/NCO (Planned Development Commercial Zoning District), retaining the north central overlay for a 300,000 square foot shopping center. It was amended by PDC-04-38(P)(R) – Victoria Estates/ADB-Buffalo

Associates, LLC/ Creekside Commons (FKA: Creekside Oaks Commercial) DTS20120170, which was adopted on August 7, 2014.

- Approximately 3,012 ft. of 24 in. gravity sewer main exists from the north side of US 301 to the east side of Erie Road near the US 301/Erie Road intersection on the Creekside Preserve residential subdivision property. Due to the location of the existing gravity sewer main (specifically in relation to wetlands), it is difficult for County staff to access and maintain this portion of the sewer collection system.
- The developer has submitted plans to the County to develop the commercial property (Creekside Commons) and County staff has requested the developer to reroute the gravity main onto the developer's property to provide better access for County staff to maintain the County's sewer collection system.
- Subject to reimbursement from the County for its proportionate share of the cost, the developer is willing to design, permit, and construct a new gravity sewer main on their property and provide all necessary easements for County staff to access and perform maintenance. The existing gravity sewer main will be abandoned.
- The amount the County is obligated to reimburse the Developer is not to exceed \$2,491,332.22, which represents the County's share of the cost including a 30% contingency. The developer contributed \$125,112.09 toward the cost, which is equivalent to the amount saved by the developer, by having the gravity sewer rerouted onto their property.
- This Utility Reimbursement Agreement has been reviewed by the County's Attorney's Office and was determined to be legally sufficient. County staff finds the terms acceptable.
- Budget Amendment B-22-036 in the amount of \$2,615,545 is required to fund the Creekside Commons Sewer Relocation project and the associated overhead costs

Attorney Review

Formal Written Review (Opinion memo must be attached)

Reviewing Attorney

Hodges

Instructions to Board Records

- Please return two executed, hard copies to Public Works Department, attention Brent Stuffelbeam, E.I., Agreements Coordinator, Public Works Department.
- Please contact Janette Girard, 941-708-7450 ext. 7391 or janette.girard@mymanatee.org to arrange pick-up of the executed agreements.
- Please send copy of approved agenda item to the following:
 - scott.may@mymanatee.org
 - chris.mowbray@mymanatee.org
 - brent.stuffelbeam@mymanatee.org
 - jeff.goodwin@mymanatee.org
 - michelle.balais@mymanatee.org
- Signed copy of resolution to budget@mymanatee.org

Distributed 12/17/21, RT

RESOLUTION B-22-036
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2022

Agenda Item 49

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2021-2022 budget is hereby amended in accordance with FS 129.06 as described in the description and specified in the budget adjustment batch file listed below:

Department: PUBLIC WORKS & TRANSIT
Fund: SEWER FACILITY INVEST FEES
Description: Transfers \$2,615,545 from reserves in the Sewer Facility Investment Fees fund to the Creekside Commons Sewer Relocation project to fund construction and associated overhead costs.

This budget amendment is being presented to the Board of County Commissioners along with the agreement.

This budget amendment adjusts the FY22-26 CIP

Batch ID: MHB1621A

Reference: BU22000136

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS _____ DAY OF _____, 2021.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST: Angelina Colonnese
Clerk of Circuit Court

By: _____
Deputy Clerk

Cost and Funds Source Account Number and Name

\$2,615,545/ 406-6112080 / Sewer Facility Investment Fees

Amount and Frequency of Recurring Costs

N/A



MEMORANDUM

To: Dr. Scott Hopes, County Administrator

From: Diane Vollmer, Agenda Coordinator

Date: December 10, 2021

Subject: **Agenda Update for Meeting of December 14, 2021**

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

Public Comments

Written comments submitted through the online Public Comment form were added to:

- Citizen Comments (Consideration for Future Agenda Items)
- Item 61 - Resolution R-21-189 Redistricting the County into Commissioner Districts of Contiguous Territory as Nearly Equal in Population as Practicable

Changes to Consent Agenda

CLERK OF CIRCUIT COURT

Item 3 – Investment Policy

This item has been deferred to a later date. No action is required.

ADMINISTRATOR

Item 4 - Resolution R-21-040 – Manatee County Impact Fee Administrative Procedures Manual Update

The final version (clean copy) of the manual, inadvertently omitted from the agenda item, was attached.

FINANCIAL MANAGEMENT

Item 12 - Budget Amendment Resolution B-22-031 and Budget Amendment Resolution for Infrastructure Sales Tax B-22-035

Resolution B-22-031 was updated to remove Item No. 15 relative to the CDBG Grant Fund and to renumber Item No. 22 (Supervisor of Elections/General Fund) to Item No. 15.

Item 23 - Interlocal Agreement regarding American Rescue Plan (ARP) Funding between Manatee County and the Manatee County Sheriff's Office

This item has been deferred to a later date. No action is required.

PARKS AND NATURAL RESOURCES

Item 29 - Authorization to Advertise a Notice of Public Hearing for Adoption of Ordinance 22-08 relating to the Acquisition, Protection, and Management of Environmental Lands on January 11, 2022

The proposed Ordinance and the Notice of Public Hearing were updated and replaced to reflect the new ordinance number, 22-08 (formerly 21-45), and to better capture the motion passed on October 27, 2021, specifically that the Board liaison to the Environmental Lands Management and Acquisition Committee (ELMAC) will serve as the ELMAC Chairman.

PUBLIC WORKS

Item 46 – Resolution R-21-185 to Approve the Alignment of 27th Street East Functional Improvement

This item has been deferred to a later date. No action is required.

Item 49 - Utility Reimbursement Agreement between Manatee County and Benderson Development Company, LLC for the Reroute of a Sanitary Sewer Main; Budget Resolution B-22-036

The budget resolution, inadvertently omitted from the agenda item, has been attached.

Changes to Regular Agenda

ADMINISTRATOR

Item 61 - Resolution R-21-189 Redistricting the County into Commissioner Districts of Contiguous Territory as Nearly Equal in Population as Practicable

The resolution and agenda item were updated to reflect the action taken at the December 7th special meeting to prepare Plan B2 for adoption by resolution at the December 14th regular meeting.

PUBLIC SAFETY

Item 64 - Bishop SPCA Asset Transfer and Easement Agreement

- The requested action was updated to include execution of the agreements; and
- A PowerPoint presentation was added.

Addition to Regular Agenda

FINANCIAL MANAGEMENT

Item 71 – Amendment No. 1 to Agreement No. 18-R068859AJ for Correctional Health Care Services

Request for: “Authorization for the Procurement Official, or designee, to execute Amendment No. 1 to Agreement No. 18-R062259AJ for Correctional Health Care Services with NaphCare, Inc. for a period of 180 days beginning January 1, 2022, and ending June 30, 2022.”



Creekside Commons-County Sewer Bypass Project

Contractor Name: **Phillips and Jordan**

Item	Description	Unit	Quantity (est.)	Unit Price	Total
Earthwork					
1)	Clearing and Grubbing - Light, Dispose of Offsite	AC	1.00	\$ 35,624.09	\$ 35,624.09
2)	BMPs - Silt Barrier Installation, Maintenance, Removal, Tree Barricades, NPDES Compliance	LS	1	\$ 21,021.06	\$ 21,021.06
3)	Construction Entrance	EA	1	\$ 12,914.47	\$ 12,914.47
4)	Site Excavation/Embankment	CY	600	\$ 4.05	\$ 2,430.00
5)	Select Import for Backfill 24" Sewer Main	TCY	1	\$ -	\$ -
6)	Import (As Needed) new road areas	TCY	0	\$ -	\$ -
7)	Restoration - Bahia Sod	SY	12000	\$ 3.30	\$ 39,600.00
8)	Restoration - Hyrdo seed disturbed areas	SY	10000.0	\$ 0.68	\$ 6,800.00
9)	Finish Grading	LS	1	\$ 6,723.35	\$ 6,723.35
10)	Dewatering	LS	0	\$ -	\$ -
Earthwork Total					\$ 125,112.97
General					
1)	Mobilization	LS	1	\$ 60,146.56	\$ 60,146.56
2)	Maintenance of Traffic	LS	0	\$ -	\$ -
3)	Survey Layout/Construction Staking	LS	1	\$ 46,132.76	\$ 46,132.76
4)	Geotech Testing	LS	1	\$ 13,563.35	\$ 13,563.35
5)	Record Drawings	LS	1	\$ 6,781.68	\$ 6,781.68
General Total					\$ 126,624.35
Paving & Concrete					
1)	1.5" Type SP-9.5 or S-3 Asphalt (2 Lifts)	SY	2711	\$ 13.70	\$ 37,140.70
2)	6" Graded Aggregate Base-Crushed Concrete (LBR 100)	SY	2711	\$ 18.75	\$ 50,831.25
3)	12" Stabilized Subgrade, (LBR 40, to 98% Modified Proctor)	SY	2711	\$ 9.41	\$ 25,510.51
4)	Concrete Walks	SF	1125	\$ 9.54	\$ 10,732.50
Paving & Concrete Total					\$ 124,214.96
Drainage System					
1)	Remove and Replace MES and 20' of 18" RCP	LS	1	\$ 9,822.89	\$ 9,822.89
2)	Stom Testing (Per Manatee County Requirements)	LS	1	\$ 154.17	\$ 154.17
Drainage System Total					\$ 9,977.06
Sanitary Sewer System					
1)	15" PVC SDR-26_Gravity Sanitary Main (10 - 16')	LF	131	\$ 129.54	\$ 16,969.74
1)	15" PVC SDR-26_Gravity Sanitary Main (16 - 20')	LF	81	\$ 188.64	\$ 15,279.84
2)	24" PVC SDR-26_Gravity Sanitary Main (10' - 16')	LF	1826	\$ 256.77	\$ 468,862.02
3)	24" PVC SDR-26_Gravity Sanitary Main (16' - 18')	LF	441	\$ 309.47	\$ 136,476.27
4)	Polymer Concrete Precast 5' Dia Sanitary Manhole (10' - 16')	EA	8	\$ 32,659.00	\$ 261,272.00
5)	Polymer Concrete Precast 5' Dia Sanitary Manhole (16' - 18')	EA	2	\$ 34,392.12	\$ 68,784.24
6)	Polymer Concrete Precast 5' Dia Sanitary Manhole (10'- 16') (Dog House structure)	EA	1	\$ 55,191.17	\$ 55,191.17
7)	Dewatering	LS	1	\$ 105,116.03	\$ 105,116.03
8)	Grout In Place 24" Existing Sanitary Main	LF	685	\$ 76.11	\$ 52,135.35
9)	Abandone Existing Sanitary Structures (Earthen Fill)	EA	7	\$ 1,490.36	\$ 10,432.52
10)	Fittings, Connections & Misc Parts	LS	1	\$ 30,669.78	\$ 30,669.78
11)	Connection to Existing (8" Inflow at Manhole)	EA	2	\$ 12,104.17	\$ 24,208.34
12)	Bypass Pumping and Temp Vac Trucks on Site for switchover	LS	1	\$ 88,612.69	\$ 88,612.69
13)	Sanitary Sewer Testing (per Manatee County Standards)	LS	1	\$ 15,130.61	\$ 15,130.61
Sanitary System Total					\$ 1,349,140.60
BID ITEM SUMMARY					
1)	Earthwork			\$	125,112.97
2)	General			\$	126,624.35
3)	Paving & Concrete			\$	124,214.96
4)	Drainage System			\$	9,977.06
5)	Sanitary Sewer System			\$	1,349,140.60
				TOTAL	\$ 1,735,069.94

Brent Stufflebeam

From: Chris Schmidt <ChrisSchmidt@benderson.com>
Sent: Monday, November 22, 2021 4:05 PM
To: Brent Stufflebeam
Cc: Todd Mathes
Subject: RE: Utility Reimbursement Agreement - Creekside
Attachments: Exhibit C - Initial Costs.pdf; Exhibit C Plan Sets.pdf

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

Brent,

Per our conversation this afternoon, attached is a copy of exhibit C and plan sets that detail the revision in scope for Benderson's project due to the install of the new county sanitary sewer line.

Benderson's onsite sewer design was estimated at \$157,308.85 based on the WRA's plan plot date 11/26/2019. Benderson was able to revise the onsite sanitary design per WRA's plan plot date 2/23/21 due to the installation of the new offsite county sanitary sewer resulting in a revised estimate of \$32,196.76. The \$125,112.09 savings due to scope change on Benderson property is being provided to the county as a credit toward the project.

Chris Schmidt

Accounting Coordinator, Construction

P: 941.308.7218 C: 941.374.9467 F: 941.359.1478

ChrisSchmidt@benderson.com

CONFIDENTIALITY NOTICE: This email message and any attachments are for the sole use of the intended recipient(s) and may contain proprietary, confidential, trade secret or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited and may be a violation of law. If you are not the intended recipient or a person responsible for delivering this message to an intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Chris Schmidt <ChrisSchmidt@benderson.com>
Sent: Monday, November 22, 2021 10:46 AM
To: Brent Stufflebeam <brent.stufflebeam@mymanatee.org>
Cc: Todd Mathes <ToddMathes@benderson.com>
Subject: RE: Utility Reimbursement Agreement - Creekside

Brett,

Per our conversation this morning, attached is a copy of the Phillips & Jordan bid. The bid totals \$1,735,069.94 based on the bid set of plans dated 2/23/21. Plan revisions during the review process called out for replace an additional 16'-18' manhole at \$34,392.12 (Bid Price) & additional BMP's/silt along existing alignment that is being abandoned estimated at \$5,000. Since the project had not been permitted and additional revisions could be requested we had not reached out to the contractor for exact cost for the revisions at that time.

Let me know if you need any additional information.

Chris Schmidt

Accounting Coordinator, Construction

Exhibit C - Initial Costs

Reduction in costs to be incurred by Benderson due revised connection points due to county project

Benderson Project Plan Dated 11/19/20

Sanitary Sewer System

	Unit	Quantity	Unit Price	Total
8" PVC SDR-26 Sanitary Main (10'-12')	LF	392.00	\$ 59.83	\$ 23,453.36
8" PVC SDR-26 Sanitary Main (12'-14')	LF	613.00	\$ 63.75	\$ 39,078.75
8" PVC SDR-26 Sanitary Main (14'-18')	LF	353.00	\$ 90.62	\$ 31,988.86
Sanitary Manhole (8-10')	EA	1.00	\$ 6,287.30	\$ 6,287.30
Sanitary Manhole (10-12')	EA	5.00	\$ 7,029.27	\$ 35,146.35
Sanitary Manhole (12-14')	EA	2.00	\$ 8,220.00	\$ 16,440.00
Connection to Existing	LS	1.00	\$ 1,504.23	\$ 1,504.23
Sanitary Sewer Testing (per Manatee County Standards)	LS	1.00	\$ 3,410.00	\$ 3,410.00
Sanitary System Total				\$ 157,308.85

Benderson Project Plan Dated 2/23/21

Sanitary Sewer System

	Unit	Quantity	Unit Price	Total
8" PVC SDR-26 Sanitary Main (10'-12')	LF		\$ 59.83	\$ -
8" PVC SDR-26 Sanitary Main (12'-14')	LF		\$ 63.75	\$ -
8" PVC SDR-26 Sanitary Main (14'-18')	LF	215.00	\$ 90.62	\$ 19,483.30
Sanitary Manhole (8-10')	EA		\$ 6,287.30	\$ -
Sanitary Manhole (10-12')	EA		\$ 7,029.27	\$ -
Sanitary Manhole (12-14')	EA	1.00	\$ 8,220.00	\$ 8,220.00
Connection to Existing	LS	2.00	\$ 1,504.23	\$ 3,008.46
Sanitary Sewer Testing (per Manatee County Standards)	LS	1.00	\$ 1,485.00	\$ 1,485.00
Sanitary System Total				\$ 32,196.76

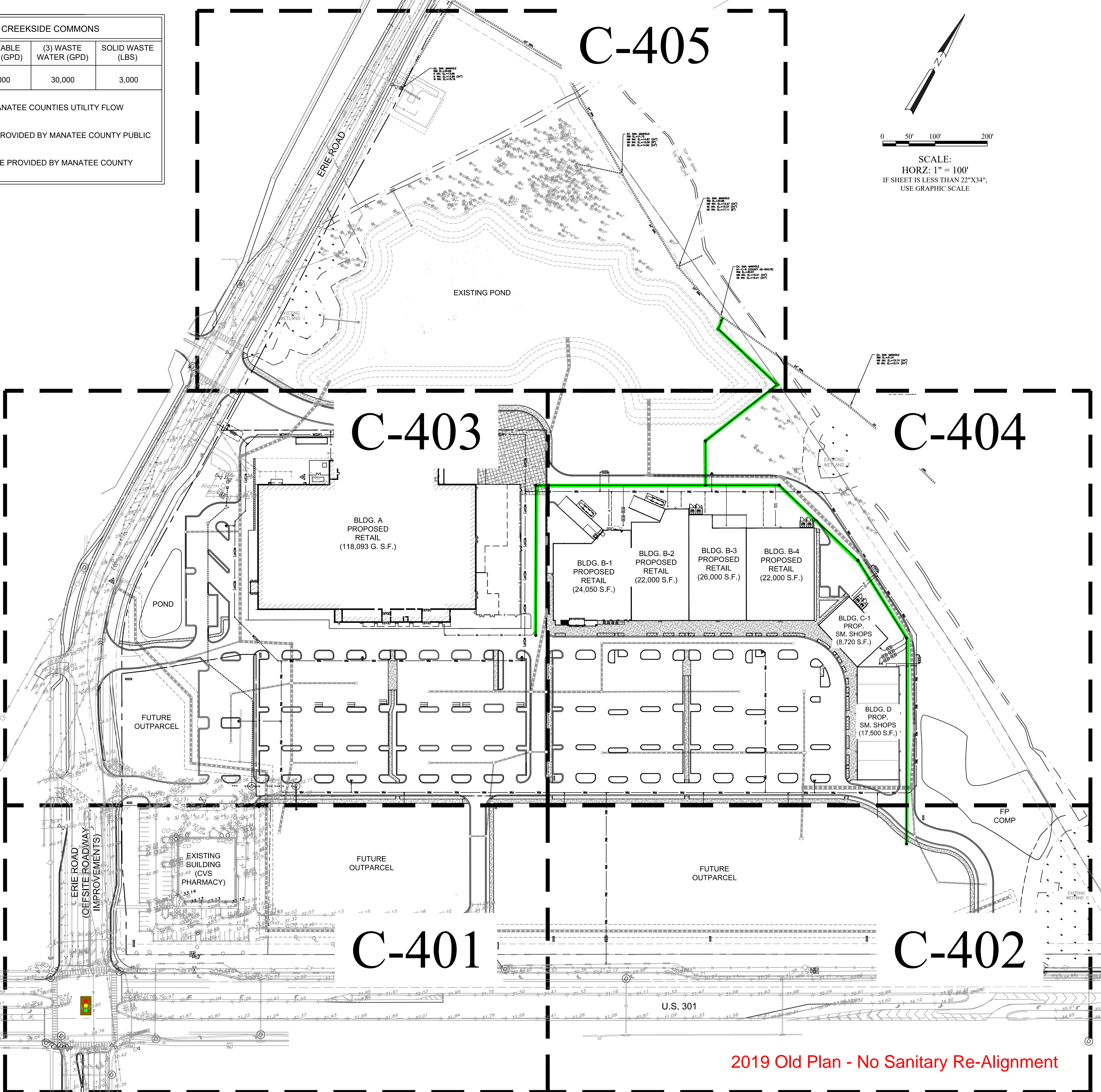
Initial Costs by Benderson

\$ 125,112.09

UTILITY FLOW TABLE - CREEKSIDE COMMONS				
LAND USE TYPE	SIZE	(2) POTABLE WATER (GPD)	(3) WASTE WATER (GPD)	SOLID WASTE (LBS)
GENERAL COMMERCIAL	238,400 SF	36,000	30,000	3,000

NOTES:
 (1) FLOW CALCULATIONS BASED ON MANATEE COUNTIES UTILITY FLOW CONTRIBUTION TABLE.
 (2) POTABLE WATER SUPPLY WILL BE PROVIDED BY MANATEE COUNTY PUBLIC WORKS DEPARTMENT.
 (3) SEWAGE DISPOSAL METHOD WILL BE PROVIDED BY MANATEE COUNTY PUBLIC WORKS DEPARTMENT.

2019 WRA CAD File Path: S:\PROJECT FILES\725 - BENDERSON - CREEKSIDE MODIFICATION\CADD\PLANS\PLAN - UTILITY.DWG Plot Date: 11/26/2019 5:32:46 PM



- DATUM NOTE:
 EXISTING AND PROPOSED ELEVATIONS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
 CONVERSION: NAVD88 = NGVD29 - 0.98'
- GENERAL UTILITY NOTES (PROJECT SPECIFIC):
1. ALL POTABLE WATER FACILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED EXCEPT THE POTABLE WATER METER. THE POTABLE WATER METER SHALL BE COUNTY OWNED AND MAINTAINED.
 2. ALL WASTEWATER FACILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
 3. ALL SANITARY CLEANOUTS LOCATED IN PARKING LOTS AND LOADING AREAS ARE TO HAVE HEAVY TRAFFIC RATED FRAMES AND COVERS ARE TO WITHSTAND THE WEIGHT OF VEHICULAR LOADS INCLUDING DELIVERY TRAILERS, EMERGENCY, AND MAINTENANCE VEHICLES.
 4. IN ACCORDANCE WITH MANATEE COUNTY PUBLIC WORKS STANDARDS, UTILITY STANDARDS MANUAL (USM) SPECIFICATION 1.9.7.G THE DEPTH OF BURY FOR POTABLE WATER MAINS, RECLAIMED WATER MAINS AND FORCE MAINS SHALL TYPICALLY BE NO LESS THAN 3 FEET AND NO MORE THAN 6 FEET OF COVER AT FINAL GRADE.
 5. PUBLIC UTILITY EASEMENTS MUST EXTEND A MINIMUM OF 5' FROM ANY COUNTY FACILITY IN ALL DIRECTIONS.
 6. NO TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF ANY COUNTY MAINTAINED POTABLE WATER MAIN PER MANATEE COUNTY PUBLIC WORKS STANDARDS, UTILITY STANDARDS MANUAL (USM) SPECIFICATION 1.9.1.G.
 7. BLANKET PUBLIC UTILITY EASEMENT AT PROPOSED WATER METER TO BE PROVIDED PRIOR TO CERTIFICATE OF COMPLETION.
 8. WHERE POTABLE OR RECLAIMED WATER MAINS ARE TO BE INSTALLED UNDER PAVEMENT, THE MAIN SHALL BE DUCTILE IRON OR PROTECTED BY A STEEL CASING PIPE IN ACCORDANCE WITH MANATEE COUNTY PUBLIC WORKS STANDARDS, UTILITY STANDARDS MANUAL (USM) SPECIFICATION 1.9.1.B.

- GENERAL UTILITY NOTES (MANATEE COUNTY):
1. ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLAN.
 2. FDEP WATER AND WASTEWATER PERMITS MUST BE OBTAINED PRIOR TO BEGINNING CONSTRUCTION.
 3. PROPER DOCUMENTATION FOR ALL PUBLIC UTILITY EASEMENTS SHALL BE PROVIDED TO THE PROPERTY MANAGEMENT DEPARTMENT PRIOR TO CERTIFICATE OF COMPLETION.
 4. TEMPORARY BACKFLOW DEVICES OR "JUMPERS" UTILIZED DURING PIPELINE CONSTRUCTION MUST BE CERTIFIED THAT THEY HAVE BEEN TESTED ANNUALLY ACCORDING TO THE FLORIDA BUILDING CODE, PLUMBING, CHAPTER 3, SECTION 312.9 AND CHAPTER 6, SECTION 608, AND MANATEE COUNTY BOARD RESOLUTION R87-125. ANNUAL CERTIFICATION MUST BE VALID AT THE TIME OF INSTALLATION AND PRESENTED TO THE INSPECTOR UPON REQUEST.
 5. UTILITY RECORD DRAWINGS ARE REQUIRED PRIOR TO PLACING THIS WATER AND WASTEWATER FACILITIES INTO SERVICE. PLEASE SEE THE ADDITIONAL INFORMATION SECTION FOR INSTRUCTIONS.
 6. PRIOR TO CERTIFICATE OF COMPLETION AN EASEMENT FOR ACCESS AND MAINTENANCE TO THE PROPOSED 12-IN WATER LINE FOR BUFFALO ROAD WILL NEED TO BE PROVIDED WHEN WATER LINE CROSSES THE FPL EASEMENT RUNNING THROUGH THIS PROPERTY.
 7. MANATEE COUNTY PUBLIC WORKS UTILITY STANDARDS ARE THE MINIMUM ALLOWABLE WATER AND/OR WASTEWATER CONSTRUCTION STANDARDS. WHERE ANY NOTE OR DETAIL ON THESE PLANS CONFLICT WITH THE MANATEE COUNTY PUBLIC WORKS UTILITY STANDARDS THE MORE STRINGENT INTERPRETATION, AS DETERMINED BY THE COUNTY INFRASTRUCTURE INSPECTOR, SHALL BE APPLIED.

- GENERAL UTILITY COMPLETION NOTES (MANATEE COUNTY):
1. WHEN THE CONSTRUCTION OF THE DEVELOPMENT HAS BEEN SUBSTANTIALLY COMPLETED, THE ENGINEER OF RECORD WILL BE REQUIRED TO SUBMIT THE FOLLOWING ITEMS TO UTILITY ENGINEERING BEFORE THE COUNTY MAY CERTIFY THAT THE PROJECT IS READY TO BE PLACED INTO SERVICE AND PERMANENTLY CONNECTED TO THE MANATEE COUNTY UTILITY SYSTEM:
 - a. TWO SETS OF SIGNED AND SEALED WATER AND WASTEWATER RECORD DRAWINGS, FOR REVIEW AND APPROVAL. RECORD DRAWINGS SHALL INCLUDE A BASELINE RUNNING ALONG ONE OF THE FOLLOWING: CENTER LINE OR EDGE OF A ROADWAY, RIGHT OF WAY OR EASEMENT, FACE OF A BUILDING, EDGE OF A SIDEWALK, OR ANOTHER APPROVED REPRODUCIBLE REFERENCE LINE.
 - b. A COPY OF THE CURRENT BACTERIOLOGICAL TEST RESULTS FROM THE DEVELOPMENT SITE.
 - c. A COPY OF THE COMPLETED INFRASTRUCTURE TEST REPORTS FROM INFRASTRUCTURE INSPECTIONS.
 - d. COPIES OF THE WATER AND WASTEWATER FDEP COMPLETION OF CONSTRUCTION FORMS. SUBMIT UP TO FOUR FORMS EACH COMPLETE WITH ORIGINAL SIGNATURES AND SEALS - ONE OF WHICH WILL BE RETAINED IN COUNTY RECORDS.
 2. AFTER THE RECORD DRAWINGS HAVE BEEN REVIEWED AND ACCEPTED BY UTILITY ENGINEERING, PLEASE PROVIDE A FINAL RECORD DRAWING SUBMITTAL WHICH SHALL CONSIST OF:
 - a. TWO SIGNED AND SEALED COPIES OF THE ACCEPTED RECORD DRAWINGS (SIGNED AND SEALED BY THE ENGINEER OF RECORD AND BY THE SURVEYOR WHO PREPARED THEM).
 - b. A MYLAR VERSION OF THE ACCEPTED RECORD DRAWINGS.
 - c. A DISKETTE VERSION OF THE ACCEPTED RECORD DRAWINGS.

DEWATERING NOTE:
 SHOULD DEWATERING BE NECESSARY FOR CONSTRUCTION ACTIVITIES, THE CONTRACTOR IS TO SUBMIT A SEPARATE DEWATERING PLAN TO ERS STAFF TO REVIEW AND APPROVE PRIOR TO COMMENCEMENT OF ANY DEWATERING.

2019 Old Plan - No Sanitary Re-Alignment

REVISIONS		Engineering ~ Environmental Water Resource ~ Survey 7978 Cooper Creek Blvd. 4266 W. Lichfield Ave. Tampa, Florida 33624 www.wraengineering.com CA 00007652 LB 8274 Phone: 813.265.3130 941.275.9721	NO.	DATE	DESCRIPTION	BY	
6							
5							
4							
3							
2							

OVERALL UTILITY PLAN (KEYSHEET)

CREEKSIDE COMMONS

ISSUED FOR: PERMITTING JOB # 1723 SEC. 27 TOWN 26S RANG. 06E DESIGNED: E.L.R. DRAWN: E.L.R. APPROVED: E.R.C.

CLIN RYAN CUFFLE LICENSE NO. 69139 STATE OF FLORIDA PROFESSIONAL ENGINEER

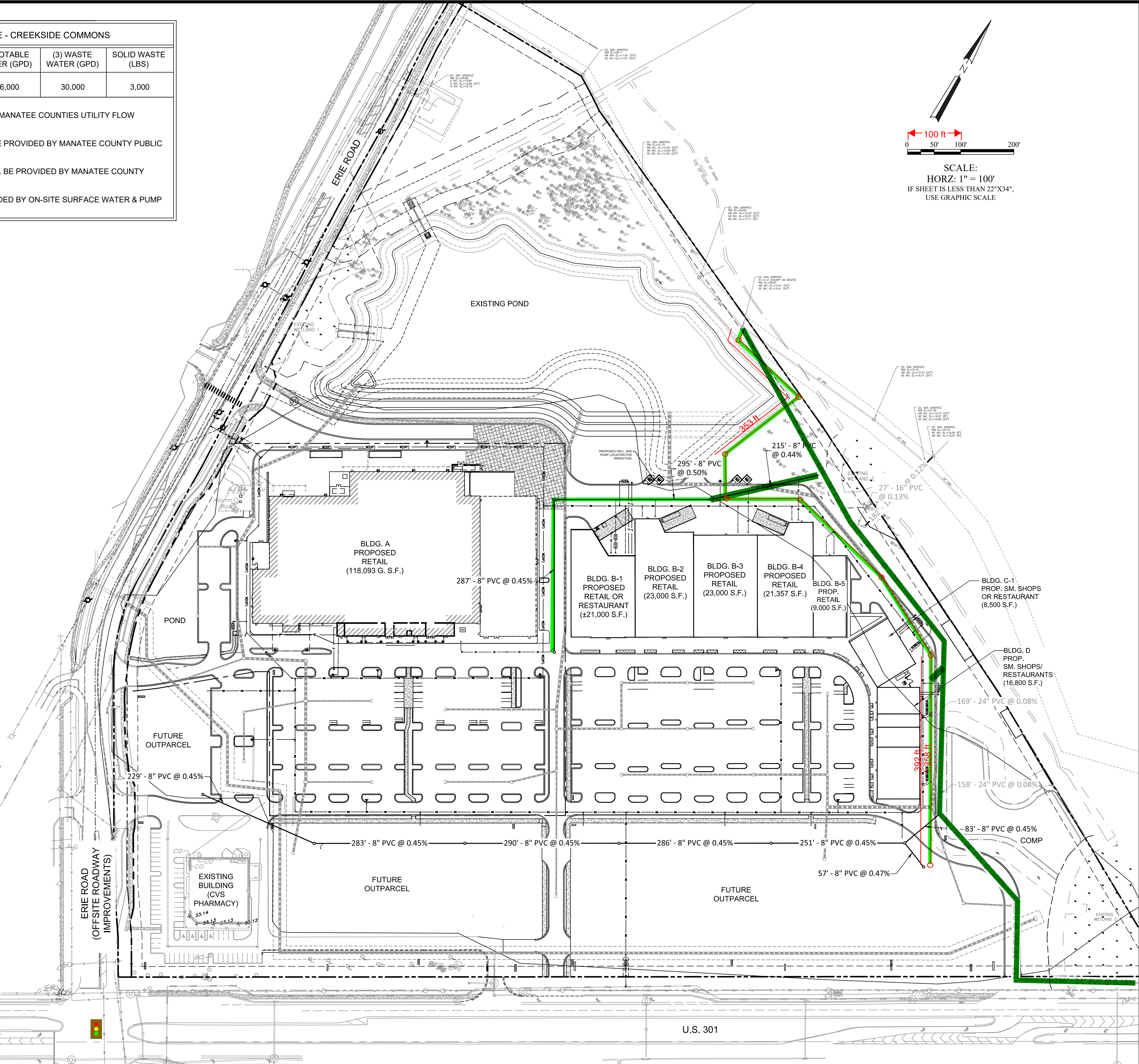
Plot Date: 11/26/2019 Datum: NAVD 88

C-400

2021 WRA CAD File Path: \\WRA-TRANS\STORAGE-PROJECT FILES\723 - BENDERSON - CREEKSIDE MODIFICATION\CADD\PLANS\PLAN - UTILITY.DWG Plot Date: 2/23/2021 11:10:03 AM

UTILITY FLOW TABLE - CREEKSIDE COMMONS				
LAND USE TYPE	SIZE	(2) POTABLE WATER (GPD)	(3) WASTE WATER (GPD)	SOLID WASTE (LBS)
GENERAL COMMERCIAL	238,400 SF	36,000	30,000	3,000

NOTES:
 (1) FLOW CALCULATIONS BASED ON MANATEE COUNTIES UTILITY FLOW CONTRIBUTION TABLE.
 (2) POTABLE WATER SUPPLY WILL BE PROVIDED BY MANATEE COUNTY PUBLIC WORKS DEPARTMENT.
 (3) SEWAGE DISPOSAL METHOD WILL BE PROVIDED BY MANATEE COUNTY PUBLIC WORKS DEPARTMENT.
 (4) IRRIGATION WATER TO BE PROVIDED BY ON-SITE SURFACE WATER & PUMP



- DATUM NOTE:**
 EXISTING AND PROPOSED ELEVATIONS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
 CONVERSION: NAVD88 = NGVD29 - 0.98'
- GENERAL UTILITY NOTES (PROJECT SPECIFIC):**
- ALL POTABLE WATER FACILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED EXCEPT THE POTABLE WATER METER. THE POTABLE WATER METER SHALL BE COUNTY OWNED AND MAINTAINED.
 - ALL WASTEWATER FACILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.
 - ALL SANITARY CLEANOUTS LOCATED IN PARKING LOTS AND LOADING AREAS ARE TO HAVE HEAVY TRAFFIC RATED FRAMES AND COVERS ARE TO WITHSTAND THE WEIGHT OF VEHICULAR LOADS INCLUDING DELIVERY TRAILERS, EMERGENCY, AND MAINTENANCE VEHICLES.
 - IN ACCORDANCE WITH MANATEE COUNTY PUBLIC WORKS STANDARDS, UTILITY STANDARDS MANUAL (USM) SPECIFICATION 1.8.8.G THE DEPTH OF BURY FOR POTABLE WATER MAINS, RECLAIMED WATER MAINS AND FORCE MAINS SHALL TYPICALLY BE NO LESS THAN 3 FEET AND NO MORE THAN 6 FEET OF COVER AT FINAL GRADE.
 - PUBLIC UTILITY EASEMENTS MUST EXTEND A MINIMUM OF 5' FROM ANY COUNTY FACILITY IN ALL DIRECTIONS.
 - NO TREES SHALL BE PLANTED WITHIN TEN (10) FEET OF ANY COUNTY MAINTAINED POTABLE WATER MAIN PER MANATEE COUNTY PUBLIC WORKS STANDARDS, UTILITY STANDARDS MANUAL (USM) SPECIFICATION 1.8.A.2.
 - BLANKET PUBLIC UTILITY EASEMENT AT PROPOSED WATER METER TO BE PROVIDED PRIOR TO CERTIFICATE OF COMPLETION.
 - WHERE POTABLE OR RECLAIMED WATER MAINS ARE TO BE INSTALLED UNDER PAVEMENT, THE MAIN SHALL BE DUCTILE IRON OR PROTECTED BY A STEEL CASING PIPE IN ACCORDANCE WITH MANATEE COUNTY PUBLIC WORKS STANDARDS, UTILITY STANDARDS MANUAL (USM) SPECIFICATION 1.8.2.C.
 - ANY TAPS ON WATER MAINS 12 INCHES OR GREATER ARE TO BE MADE BY A MANATEE COUNTY APPROVED TAPPING COMPANY. PLEASE CONTACT DAVID SCHOFIELD AT david.schofield@mymanatee.org FOR PERMISSION TO TAP INTO THE 16 INCH AND 20 INCH WATER MAIN AND TO OBTAIN NAME(S) OF TAPPING COMPANIES APPROVED BY MANATEE COUNTY. REFER TO MANATEE COUNTY PUBLIC WORKS STANDARDS, UTILITY STANDARDS MANUAL (USM) DETAIL UW-3.

- GENERAL UTILITY NOTES (MANATEE COUNTY):**
- ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLAN.
 - FDEP WATER AND WASTEWATER PERMITS MUST BE OBTAINED PRIOR TO BEGINNING CONSTRUCTION.
 - PROPER DOCUMENTATION FOR ALL PUBLIC UTILITY EASEMENTS SHALL BE PROVIDED TO THE PROPERTY MANAGEMENT DEPARTMENT PRIOR TO CERTIFICATE OF COMPLETION.
 - TEMPORARY BACKFLOW DEVICES OR "JUMPERS" UTILIZED DURING PIPELINE CONSTRUCTION MUST BE CERTIFIED THAT THEY HAVE BEEN TESTED ANNUALLY ACCORDING TO THE FLORIDA BUILDING CODE, PLUMBING, CHAPTER 3, SECTION 312.9 AND CHAPTER 6, SECTION 608, AND MANATEE COUNTY BOARD RESOLUTION R87-125. ANNUAL CERTIFICATION MUST BE VALID AT THE TIME OF INSTALLATION AND PRESENTED TO THE INSPECTOR UPON REQUEST.
 - UTILITY RECORD DRAWINGS ARE REQUIRED PRIOR TO PLACING THIS WATER AND WASTEWATER FACILITIES INTO SERVICE. PLEASE SEE THE ADDITIONAL INFORMATION SECTION FOR INSTRUCTIONS.
 - PRIOR TO CERTIFICATE OF COMPLETION AN EASEMENT FOR ACCESS AND MAINTENANCE TO THE PROPOSED 12-IN WATER LINE FOR CREEKSIDE COMMONS WILL NEED TO BE PROVIDED WHEN WATER LINE CROSSES THE FPL EASEMENT RUNNING THROUGH THIS PROPERTY.
 - MANATEE COUNTY PUBLIC WORKS UTILITY STANDARDS ARE THE MINIMUM ALLOWABLE WATER AND/OR WASTEWATER CONSTRUCTION STANDARDS. WHERE ANY NOTE OR DETAIL ON THESE PLANS CONFLICT WITH THE MANATEE COUNTY PUBLIC WORKS UTILITY STANDARDS THE MORE STRINGENT INTERPRETATION, AS DETERMINED BY THE COUNTY INFRASTRUCTURE INSPECTOR, SHALL BE APPLIED.

- GENERAL UTILITY COMPLETION NOTES (MANATEE COUNTY):**
- WHEN THE CONSTRUCTION OF THE DEVELOPMENT HAS BEEN SUBSTANTIALLY COMPLETED, THE ENGINEER OF RECORD WILL BE REQUIRED TO SUBMIT THE FOLLOWING ITEMS TO UTILITY ENGINEERING BEFORE THE COUNTY MAY CERTIFY THAT THE PROJECT IS READY TO BE PLACED INTO SERVICE AND PERMANENTLY CONNECTED TO THE MANATEE COUNTY UTILITY SYSTEM:
 - TWO SETS OF SIGNED AND SEALED WATER AND WASTEWATER RECORD DRAWINGS, FOR REVIEW AND APPROVAL. RECORD DRAWINGS SHALL INCLUDE A BASELINE RUNNING ALONG ONE OF THE FOLLOWING: CENTER LINE OR EDGE OF A ROADWAY, RIGHT OF WAY OR EASEMENT, FACE OF A BUILDING, EDGE OF A SIDEWALK, OR ANOTHER APPROVED REPRODUCIBLE REFERENCE LINE.
 - A COPY OF THE CURRENT BACTERIOLOGICAL TEST RESULTS FROM THE DEVELOPMENT SITE.
 - A COPY OF THE COMPLETED INFRASTRUCTURE TEST REPORTS FROM INFRASTRUCTURE INSPECTIONS.
 - COPIES OF THE WATER AND WASTEWATER FDEP COMPLETION OF CONSTRUCTION FORMS. SUBMIT UP TO FOUR FORMS EACH COMPLETE WITH ORIGINAL SIGNATURES AND SEALS - ONE OF WHICH WILL BE RETAINED IN COUNTY RECORDS.
 - AFTER THE RECORD DRAWINGS HAVE BEEN REVIEWED AND ACCEPTED BY UTILITY ENGINEERING, PLEASE PROVIDE A FINAL RECORD DRAWING SUBMITTAL WHICH SHALL CONSIST OF:
 - TWO SIGNED AND SEALED COPIES OF THE ACCEPTED RECORD DRAWINGS (SIGNED AND SEALED BY THE ENGINEER OF RECORD AND BY THE SURVEYOR WHO PREPARED THEM).
 - A MYLAR VERSION OF THE ACCEPTED RECORD DRAWINGS.
 - A DISKETTE VERSION OF THE ACCEPTED RECORD DRAWINGS

DEWATERING NOTE:
 SHOULD DEWATERING BE NECESSARY FOR CONSTRUCTION ACTIVITIES, THE CONTRACTOR IS TO SUBMIT A SEPARATE DEWATERING PLAN TO ERS STAFF TO REVIEW AND APPROVE PRIOR TO COMMENCEMENT OF ANY DEWATERING.

2021 WRA		CADD File Path: \\WRA-TRANS\STORAGE-PROJECT FILES\723 - BENDERSON - CREEKSIDE MODIFICATION\CADD\PLANS\PLAN - UTILITY.DWG																																											
Plot Date: 2/23/2021 11:10:03 AM		2021 WRA																																											
U.S. 301		U.S. 301																																											
2021 New Plan - New Sanitary Re-Alignment		2021 New Plan - New Sanitary Re-Alignment																																											
CREEKSIDE COMMONS		CREEKSIDE COMMONS																																											
OVERALL UTILITY PLAN (KEYSHEET)		OVERALL UTILITY PLAN (KEYSHEET)																																											
ISSUED FOR: PERMITTING		ISSUED FOR: PERMITTING																																											
JOB # 1723 - SEC. 27		JOB # 1723 - SEC. 27																																											
RNG. 06		RNG. 06																																											
TWN. 26S		TWN. 26S																																											
DESIGNED: E.L.R.		DESIGNED: E.L.R.																																											
DRAWN: E.L.R.		DRAWN: E.L.R.																																											
APPROVED: E.R.C.		APPROVED: E.R.C.																																											
Plot Date: 2/23/2021		Plot Date: 2/23/2021																																											
Datum: NAVD 88		Datum: NAVD 88																																											
C-400		C-400																																											
<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>05/12/2020</td> <td>UPDATED PER COUNTY COMMENTS</td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> </tr> </table>		NO.	DATE	DESCRIPTION	1	05/12/2020	UPDATED PER COUNTY COMMENTS	2			3			4			5			6			<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>05/12/2020</td> <td>UPDATED PER COUNTY COMMENTS</td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td></td> <td></td> </tr> </table>		NO.	DATE	DESCRIPTION	1	05/12/2020	UPDATED PER COUNTY COMMENTS	2			3			4			5			6		
NO.	DATE	DESCRIPTION																																											
1	05/12/2020	UPDATED PER COUNTY COMMENTS																																											
2																																													
3																																													
4																																													
5																																													
6																																													
NO.	DATE	DESCRIPTION																																											
1	05/12/2020	UPDATED PER COUNTY COMMENTS																																											
2																																													
3																																													
4																																													
5																																													
6																																													
Engineering ~ Environmental Water Resource ~ Survey 4966 W. Litchfield Ave. Tampa, Florida 33624 www.wraengineering.com CA 00007652 LB 8274 Phone: 813.265.3130 941.275.9721		Engineering ~ Environmental Water Resource ~ Survey 4966 W. Litchfield Ave. Tampa, Florida 33624 www.wraengineering.com CA 00007652 LB 8274 Phone: 813.265.3130 941.275.9721																																											

MANATEE COUNTY ORDINANCE
PDC-04-38(P)(R) – VICTORIA ESTATES/ADB-BUFFALO ASSOCIATES, LLC / CREEKSIDE
COMMONS (FKA: CREEKSIDE OAKS COMMERCIAL) DTS20120170

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, REGARDING LAND DEVELOPMENT, TO AMEND ORDINANCE NO. PDC-04-38(Z)(P) WHICH PREVIOUSLY REZONED APPROXIMATELY 51.29 ACRES GENERALLY LOCATED ON THE NORTHEAST CORNER OF US 301 AND ERIE ROAD AT 8700 US 301 TO THE PDC/NCO (PLANNED DEVELOPMENT COMMERCIAL ZONING DISTRICT, RETAINING THE NORTH CENTRAL OVERLAY DISTRICT); PROVIDING FOR THE APPROVAL OF AN AMENDED PRELIMINARY SITE PLAN FOR A 300,000 SQ. FT. SHOPPING CENTER TO INCLUDE THE MODIFICATION OF THE ROADWAY SYSTEM; BUILDING DESIGN; AND BUFFER DETAILS, ALL AS MORE PARTICULARLY PROVIDED IN SAID APPLICATION; PROVIDING FOR ADDITIONAL SPECIFIC APPROVALS AS DESCRIBED HEREIN; PROVIDING FOR THE AMENDMENT OF STIPULATIONS RELATED TO THE AMENDED PRELIMINARY SITE PLAN; AMENDING STIPULATIONS TO PRESERVE INTERNAL CONSISTENCY; SETTING FORTH FINDINGS; AMENDING THE LEGAL DESCRIPTION; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Victoria Estates/ADB-Buffalo Associates, LLC (the “Applicants”) filed an application to amend Ordinance No. PDC-04-38(Z)(P) which previously rezoned approximately 51.29 acres to the PDC/NCO (Planned Development Commercial Zoning District, retaining the North Central Overlay District); providing for the approval of an amended Preliminary Site Plan for a 300,000 sq. ft. shopping center to include the modification of the roadway system; building design; and buffer; amending the legal description as described in Exhibit “A”, attached hereto, (the “Property”) and

WHEREAS, the applicant also filed a request for Special Approval for a project that was previously GRANTED Special Approval for: 1) a commercial project that exceeds 150,000 square feet in the R/O/R Future Land Use Category and 2) a project adjacent to a Perennial Stream; and for Special Approval for a non-residential project exceeding 30,000 square feet of gross building area in the RES-9 Future Land Use Category; and

WHEREAS, the applicant also filed a request for a project that was previously granted Specific Approval for alternatives to Land Development Code Sections 604.10.3.4 and 604.10.6.6.2 and for additional Specific Approval for alternatives to Sections 604.10.3.4.a, 604.10.6.6.1, 715.3.2.3 Option E and 714.8.7 of the of the Land Development Code; and

WHEREAS, the Building and Development Services Department staff recommended approval of the revised Preliminary Site Plan, Special Approval and Specific Approval applications subject to the stipulations contained in the staff report; and

WHEREAS, the previously approved Preliminary Site Plan for the property described in Exhibit “A shall be superseded by the Preliminary Site Plan approved in this Ordinance [PDC-04-38(P)(R)] such that Preliminary Site Plan [PDC-04-38(P)] shall be of no further force or effect upon the effective date of this Ordinance; and

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

Section 1. FINDINGS OF FACT. The recitals set forth above are true and correct and are hereby adopted as findings by the Board of County Commissioners.

The Board of County Commissioners, after considering the testimony, evidence, documentation, as well as all other matters presented to the Board at the public hearing hereinafter referenced, hereby makes the following findings of fact:

- A. The Board of County Commissioners has received and considered the report of the Manatee County Building and Development Services Department Staff concerning the application for a revised Preliminary Site Plan, Special Approval and Specific Approval as it relates to the real property described in Exhibit "A" of this Ordinance.
- B. The Board of County Commissioners held a duly noticed public hearing on August 7, 2014 regarding the proposed amended Ordinance described herein in accordance with the requirements of the Manatee County Land Development Code and has further considered the information received at the public hearing.
- C. The proposed revised Ordinance regarding the property described in Exhibit "A" herein is found to be consistent with the requirements of the Manatee County Comprehensive Plan.
- D. For the purposes of granting Special Approval, the Board finds that the project, as detailed on the revised Preliminary Site Plan and as conditioned herein, will have no significant detrimental impacts on natural resources, adjacent land uses, or public facilities.
- E. Notwithstanding the failure of the site plan to comply with Land Development Code Section 601.10.3.4, the Board finds that the purpose and intent of the LDC regulations are satisfied to an equivalent degree by the proposed design because the site is existing and the existing buffer complied with the regulations in place at that time, in addition, right-of-way may be required to widen Erie Road beyond the boundaries of the CVS site, which will reduce the buffer width to accommodate the road widening. Increased land in the remaining buffer will meet the intent of the North Central Overlay District.
- F. Notwithstanding the failure of this plan to comply with the requirements of Land Development Code Section 714.8.7, the Board finds that the purpose of the LDC regulation is satisfied to an equivalent degree by the proposed design because the required number of trees and canopy will be provided.
- G. Notwithstanding the failure of this plan to comply with the requirements of Land Development Code Section 604.10.3.4, the Board finds that the purpose of the LDC regulation is satisfied to an equivalent degree by the proposed design because the reduced buffers allow the proposed commercial development to be shifted away from existing residential uses and allows for the preservation of native upland habitat and trees.

- H. Notwithstanding the failure of this plan to comply with the requirements of LDC Section 604.10.6.6.1, the Board finds that the purpose of the LDC regulation is satisfied to an equivalent degree by the proposed design because the project maintains general consistency with the previous approval, and addresses compatibility issues through setbacks, screening, and buffering.
- I. Notwithstanding the failure of this plan to comply with the requirements of Land Development Code Section 715.3.2.3, Option E, the Board finds that the purpose of the LDC regulation is satisfied to an equivalent degree by the proposed design because adequate buffer and landscaping will be provided.

Section 2. REVISED PRELIMINARY SITE PLAN. The revised Preliminary Site Plan is hereby approved subject to the following Stipulations:

STIPULATIONS

A. DESIGN AND LAND USE CONDITIONS:

- 1. All sidewalks must be constructed, not bonded, along Erie Road and US 301 North with Phase I. In addition, the easternmost and northernmost internal pedestrian ways shall also be constructed, not bonded, with Phase I.
- 2. This site shall be limited to the following commercial uses, as defined in the Land Development Code:
 - General Retail Uses
 - Neighborhood Convenience Retail Sales
 - Eating Establishments/Drive-thru Eating Establishments
 - Bank/Drive-thru Bank
 - Business Services
 - Personal Service Establishment
 - Dry Cleaners, Pickup
 - Professional Offices
 - Clinic
 - Veterinary Clinic
 - Medium Intensity Recreational Use
 - Repair Service Establishment
 - School of Special Education
- 3. Total maximum square footage for all eating establishments in this project is 60,000 sq. ft.
- 4. Each phase must provide the minimum required parking at the time of Final Site Plan review.
- 5. To the maximum extent possible, all required replacement trees shall be planted within roadway buffers along US 301 North and Erie Road.

6. All roof mounted HVAC and mechanical equipment shall be screened from view from surrounding residential property and public rights-of-way. Screening shall be provided by materials consistent with the construction of the exterior finish materials of the buildings. Details of screening shall be shown on the Final Site Plan.
7. Loading areas, outdoor storage, dumpsters, and compactors shall not be in front of any building and shall be completely screened with building materials matching the principal building(s) on site. They will not be visible from any collector or arterial roadways or residential property. For determining visibility of the loading areas, the height of the overhead doors and trucks shall be considered.
8. Any drive-through windows shall incorporate coverings for service windows that are structurally and architecturally integrated into the design of the buildings.
9. The gross floor area of the portion of the shopping center located within the RES-9 FLUC shall not exceed a total of 150,000 square feet, in accordance with the Specific Approval granted for same herein.
10. All requirements of LDC Section 604.10 (North Central Overlay District) shall be complied with at time of Final Site Plan, with the exception of those requirements in which Specific Approval was previously granted or granted with this request.
11. An opaque fence, six (6) feet in height shall be installed along the east property boundary between the proposed 0.78 acres mitigation area to the south and the 30 foot wetland buffer adjacent to Wetland E to the north.

B. STORMWATER CONDITIONS:

1. Any fill within the 25-year floodplain compensation shall be compensated in sole use compensation areas, not dual use facilities (i.e., stormwater attenuation and floodplain compensation).
2. This project shall be required to reduce the calculated pre-development flow rate by a full fifty percent (50%) for all stormwater outfall flow directly or indirectly into Slaughter Drain. Modeling shall be used to determine pre- and post- development flows.
3. A Drainage Easement shall be dedicated to Manatee County and be shown on the Final Site Plan along Slaughter Drain within the project boundaries. In addition, a twenty-five (25) feet Drainage-Maintenance Access Easement shall be provided along both banks of Slaughter Drain. Manatee County is only responsible for maintaining the free flow of drainage through these systems. There shall be no tree removal required within these easements.

C. BUFFERS:

1. All trees removed shall be replaced in accordance with the tree replacement alternatives outlined in Section 714.8 of the LDC.

D. ENVIRONMENTAL CONDITIONS:

1. Existing native vegetation located within any required landscape buffer shall be preserved to the greatest extent possible. There shall be no overhead or underground power lines, swales, or stormwater facilities within any proposed landscape buffer containing desirable native vegetation with the exception of limited crossings.
2. Tree barricades for trees to be preserved shall be located at the drip line, unless approved by the Environmental Planning Division. The drip line shall be defined as the outer branch edge of the tree canopy. The area within the drip line shall remain undisturbed. The following activities are prohibited within the drip line of preserved trees: machinery and vehicle travel or parking; underground utilities; filling or excavation; storage of construction materials. The tree protection barricades shall consist of chain link fence (new or used) with a minimum 5' height, unless otherwise approved by the Building & Development Services Department.
3. A Conservation Easement for the areas defined as post-development jurisdictional wetlands/wetland buffers and upland preservation areas shall be dedicated to the County prior to or concurrent with issuance of the first Certificate of Occupancy.
4. A Construction Water Quality Monitoring Program and proposed sampling locations are required to be included in the ESCP required by LDC Section 519.
5. A Well Management Plan for the proper protection and abandonment of existing wells shall be submitted to the Environmental Planning Division for review and approval prior to Final Site Plan approval. The Well Management Plan shall include the following information:
 - Digital photographs of the well along with nearby reference structures (if existing).
 - GPS coordinates (latitude/longitude) of the well.
 - The methodology used to secure the well during construction (e.g. fence, tape).
 - The final disposition of the well - used, capped, or plugged.

Section 3. SPECIAL AND SPECIFIC APPROVALS. Specific Approval is hereby granted for a project that was previously granted Specific Approval for alternatives to Land Development Code Sections 604.10.3.4 and 604.10.6.6.2 and for additional Specific Approval for alternatives to Sections 604.10.3.4.a, 604.10.6.6.1, 715.3.2.3, Option E and 714.8.7 of the of the Land Development Code. The Specific Approval shall continue in effect and shall expire concurrent with the Preliminary Site Plan for the project approved pursuant to Section 2 hereof. Special Approval is hereby granted for a non-residential project exceeding 30,000 square feet of gross building area in the RES-9 Future Land Use Category and for a project that was previously granted Special Approval for: 1) a commercial project that exceeds 150,000 square feet in the R/O/R Future Land Use Category and 2) a project adjacent to a Perennial Stream. The Special Approval shall continue in effect and shall expire concurrent with the Preliminary Site Plan for the project approved pursuant to Section 2 hereof.

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

Section 5. CODIFICATION. Pursuant to § 125.68(1), Florida Statutes, this ordinance is not required to be codified. Therefore, the Clerk shall not transmit the ordinance for codification.

Section 6. STATE AND FEDERAL PERMITTING. The issuance of this local development permit by the County shall not create any liability on the part of the County in the event the applicant fails to obtain the required state or federal agency approvals or permits or fails to fulfill the obligations imposed by any state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 7. EFFECTIVE DATE. This ordinance shall take effect immediately upon filing with the Office of the Secretary of State, Florida Department of State.

PASSED AND DULY ADOPTED, by the Board of County Commissioners of Manatee County, Florida on the 7th day of August, 2014.



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

BY: *Larry Bustle*
Larry Bustle, Chairman

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

BY: *R. B. Shore*
Deputy Clerk

EXHIBIT "A"

Creekside Commons Legal Description

DESCRIPTION: PARCEL A

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 , SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST; THENCE RUN N 01°29'24" W ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 500.82 FEET; THENCE N 59°19'10" E, A DISTANCE OF 112.69 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF ERIE ROAD THE FOLLOWING SEVEN COURSES: THENCE N 30°51'03" W, A DISTANCE OF 20.82 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 59°08'57" E, A DISTANCE OF 358.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 183.45 FEET THROUGH A CENTRAL ANGLE OF 29°21'39" TO THE END OF SAID CURVE; THENCE N 01°22'37" W, A DISTANCE OF 243.21 FEET; THENCE N 03°10'46" W, A DISTANCE OF 553.94 FEET; THENCE N 01°34'46" W, A DISTANCE OF 205.08 FEET; THENCE N 04°50'16" W, A DISTANCE OF 143.73 FEET; THENCE N 00°34'47" W, A DISTANCE OF 96.09 FEET TO THE END OF SAID EASTERLY RIGHT OF WAY LINE; THENCE S 89°55'32" E, A DISTANCE OF 285.58 FEET; THENCE S 59°36'40" E, A DISTANCE OF 39.96 FEET; THENCE S 57°00'39" E, A DISTANCE OF 34.14 FEET; THENCE S 66°04'42" E, A DISTANCE OF 725.58 FEET; THENCE S 64°19'19" E, A DISTANCE OF 597.59 FEET; THENCE S 61°37'53" E, A DISTANCE OF 655.02 FEET; THENCE S 59°08'57" W ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. 301 (STATE ROAD 43), A DISTANCE OF 1071.89 FEET; THENCE N 30°51'03" W, A DISTANCE OF 576.68 FEET; THENCE S 59°08'57" W, A DISTANCE OF 925.33 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 38.46 ACRES.

LESS AND EXCEPT ALL THAT TRACT OR PARCEL OF LAND CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED DATED OCTOBER 8, 2005 AND RECORDED MARCH 24, 2006 IN OFFICIAL RECORDS BOOK 2111, PAGE 6072, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

DESCRIPTION: PARCEL B

ALL THAT PART OF THE FOLLOWING DESC PARCEL OF LAND LYING E OF ERIE RD AS REALIGNED IN ORB 1439 PG 6281: BEG AT AN IRON PIPE FOUND IN PLACE AT THE SW COR OF THE SE1/4 OF THE SW1/4 OF SEC 2; TH N 01 DEG 29 MIN 24 SEC W, ALG THE W LN OF THE SD SE1/4 OF THE SW1/4, A DIST OF 500.44 FT; TH N 59 DEG 08 MIN 57 SEC E, A DIST OF 1037.98 FT; TH S 30 DEG 51 MIN 03 SEC E, A DIST OF 576.68 FT TO THE NWLY R/W LN OF SR 43, SEC 1302-(104) 202 (US HWY 301); TH S 59 DEG 08 MIN 57 SEC W, ALG THE SD NWLY R/W LN & DIST OF 1048.66 FT TO THE S LN OF THE SD SE1/4 OF THE SW1/4; TH N 89 DEG 56 MIN 21 SEC W, ALG THE SD S LN, A DIST OF 273.54 FT TO THE POB, DESCRIPTION OF ERIE RD REALIGNMENT REC IN ORB 1439/6281 DESC AS FOLLOWS: FROM THE SW COR OF THE SE1/4 OF THE SW1/4 OF SEC 2, RUN S 89 DEG 56 MIN 21 SEC E, ALG THE S LN OF THE SD SE1/4 OF THE SW1/4, A DIST OF

273.54 FT TO THE NLY R/W LN OF US 301 (SR 43); TH N 89 DEG 08 MIN 57 SEC E, ALG SD NLY R/W LN, A DIST OF 31.34 FT TO THE POB; TH N 30 DEG 51 MIN 03 SEC W, A DIST OF 100 FT; TH N 26 DEG 16 MIN 37 SEC W, A DIST OF 100.32 FT; TH N 30 DEG 51 MIN 03 SEC W, A DIST OF 397.48 FT TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 442 FT; TH ALG THE ARC OF SD CURVE IN A NLY DIR A DIST OF 226.50 FT THRU A C/A OF 29 DEG 21 MIN 39 SEC, TO THE END OF SD CURVE; TH N 88 DEG 30 MIN 36 SEC E, A DIST OF 84 FT TO A PT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS PT LIES N 88 DEG 30 MIN 36 SEC E, DIST OF 358 FT; TH SLY, ALG THE ARC OF SD CURVE, A DIST OF 183.45 FT THRU A C/A OF 29 DEG 21 MIN 39 SEC, TO THE PT OF SD CURVE; TH S 30 DEG 51 MIN 03 SEC E, A DIST OF 397.48 FT; TH S 35 DEG 25 MIN 29 SEC E, A DIST OF 100.32 FT; TH S 30 DEG 51 MIN 03 SEC E, A DIST OF 100 FT TO THE SD SLY R/W LN; TH S 59 DEG 08 MIN 57 SEC W, A DIST OF 100 FT TO THE POB (1612/4890) LYING AND BEING IN SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.
CONTAINING 12.22 ACRES.



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

August 8, 2014

Honorable R. B. "Chips" Shore
Clerk of the Circuit Court
Manatee County
Post Office Box 25400
Bradenton, Florida 34206

Attention: Robin Liberty, Deputy Clerk

Dear Mr. Shore:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your corrected electronic copy of Manatee County Ordinance No. PDC-04-38(P)(R), which was filed in this office on August 8, 2014.

Sincerely,

Liz Cloud
Program Administrator

LC/mrh

Enclosure

FILED FOR RECORD
R. B. SHORE

2008 JUN 23 PM 12: 31

MANATEE COUNTY ZONING ORDINANCE

CLERK OF THE CIRCUIT COURT
MANATEE CO. FLORIDA

**PDC-04-38(Z)(P) – VICTORIA ESTATES, LTD.,/ ADB-BUFFALO ASSOCIATES
LLC/CREEKSIDE OAKS COMMERCIAL**

FILED
2008 JUN 15 PM 12: 20
CLERK OF THE STATE
TALLAHASSEE, FLORIDA

AN ORDINANCE OF MANATEE COUNTY, FLORIDA, REGARDING LAND DEVELOPMENT, AMENDING THE OFFICIAL ZONING ATLAS (ORDINANCE 90-01, THE MANATEE COUNTY LAND DEVELOPMENT CODE) RELATING TO ZONING WITHIN THE UNINCORPORATED AREA; PROVIDING FOR THE REZONING OF APPROXIMATELY 51.29 ACRES (INCLUDING AN EXISTING DRUG STORE) ON THE NORTHEAST CORNER OF U.S. 301 AND ERIE ROAD AT 8700 U. S. 301 NORTH, PARRISH FROM PDR/NCO (PLANNING DEVELOPMENT RESIDENTIAL/NORTH CENTRAL OVERLAY) & GC/NCO (GENERAL COMMERCIAL/NORTH CENTRAL OVERLAY) TO THE PDC/NCO (PLANNED DEVELOPMENT COMMERCIAL ZONING DISTRICT), RETAINING THE NORTH CENTRAL OVERLAY; APPROVING A PRELIMINARY SITE PLAN FOR A 300,000 SQUARE FOOT SHOPPING CENTER, INCLUDING GENERAL RETAIL AND VARIOUS OTHER COMMERCIAL USES, AND CONSTRUCTION OF A LOOP ROAD NORTH OF THE SHOPPING CENTER CONNECTING U.S. 301 TO ERIE ROAD; SUBJECT TO STIPULATIONS AS CONDITIONS OF APPROVAL; SETTING FORTH FINDINGS; PROVIDING A LEGAL DESCRIPTION; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Benderson Development, LLC (the "Applicant") filed an application to rezone approximately 51.29 acres described in Exhibit "A", attached hereto, (the "Property") from the PDR/NCO (Planned Development Residential, North Central Overlay) and GC/NCO (General Commercial, North Central Overlay) to the PDC/NCO (Planned Development Commercial zoning district), retaining the North Central Overlay; and

WHEREAS, the Applicant filed a Preliminary Site Plan application for a 300,000 square foot shopping center, including general retail and various other commercial uses, and construction of a loop road north of the shopping center connecting U.S. 301 to Erie Road on the property; and

WHEREAS, the Applicant filed a request for Special Approval for: 1) a commercial project that exceeds 50,000 square feet in the R/O/R Future Land Use Category; and 2) a project adjacent to a Perennial Stream; and

WHEREAS, the Applicant filed a request for Specific Approval of alternatives to Sections 604.10.3.4 and 604.10.6.6.2; and

WHEREAS, the Planning Staff has recommended approval of the rezone, Preliminary Site Plan, Special Approval and Specific Approval applications, subject to the stipulations contained in the Planning Staff report; and

WHEREAS, the Manatee County Planning Commission, after due public notice held public hearings on October 12, 2006, December 14, 2006, and May 8, 2008, to consider the rezone, Preliminary Site Plan, Special Approval, and Specific Approval, received the staff recommendations and considered the criteria for approval in the Manatee County Comprehensive Plan and the Land Development Code; and

WHEREAS, the Manatee County Planning Commission, as the County's Local Planning Agency, found the rezone, Preliminary Site Plan, Special Approval, and Specific Approval consistent with the Manatee County Comprehensive Plan and to satisfy the criteria for approval in the Manatee County Land Development Code and recommended approval of the applications, subject to the stipulations contained in the Planning Staff report.

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

Section 1. FINDINGS OF FACT. The recitals set forth above are true and correct and are hereby adopted as findings by the Board of County Commissioners.

The Board of County Commissioners, after considering the testimony, evidence, documentation, application for amendment of the Official Zoning Atlas, the recommendation and findings of the Planning Commission, as well as all other matters presented to the Board at the public hearing hereinafter referenced, hereby makes the following findings of fact:

- A. The Board of County Commissioners has received and considered the report of the Manatee County Planning Commission concerning the application for Official Zoning Atlas Amendment as it relates to the real property described in Exhibit "A" of this Ordinance from PDR/NCO (Planned Development Residential/North Central Overlay) and GC/NCO (General Commercial/North Central Overlay) to the PDC (Planned Development Commercial zoning district), retaining the North Central Overlay.
- B. The Board of County Commissioners held duly noticed public hearings on November 2, 2006, and June 5, 2008, regarding said proposed Official Zoning Atlas Amendment described herein in accordance with the requirements of Manatee County Ordinance 90-01, the Manatee County Land Development Code, and has further considered the information received at said public hearing.
- C. The proposed amendment to the Official Zoning Atlas regarding the property described in Exhibit "A" herein is found to be consistent with the requirements of Manatee County Ordinance 89-01, the 2020 Manatee County Comprehensive Plan.
- D. For the purposes of granting Special Approval, the Board finds that the project, as detailed on the Preliminary Site Plan and as conditioned herein, will have no significant detrimental impacts on natural resources, adjacent land uses, or public facilities.
- E. Notwithstanding the failure of the site plan to comply with LDC Section 604.10.3.4, the Board finds that the purpose and intent of the LDC regulations are satisfied to an equivalent degree by the proposed design because the site is existing and the existing buffer complied with the regulations in place at that time, in addition, right-of-way may be required to widen Erie Road beyond the boundaries of the CVS site, which will reduce the buffer width to accommodate the road widening. Increased land in the remaining buffer will meet the intent of the North Central Overlay District.

F. Notwithstanding the potential failure of the site plan to comply with LDC Section 604.10.6.6.a, the Board finds that the purpose of the LDC regulations are satisfied to an equivalent degree by allowing the north and northeastern faces of the buildings to comply with 5 points per building face rather than the 7 points per building because the applicant agreed to provide the loop road at the request of the County.

Section 2. PRELIMINARY SITE PLAN The Preliminary Site Plan is hereby approved for a 300,000 square foot shopping center, including general retail and various other commercial uses, and construction of a loop road north of the shopping center connecting U.S. 301 to Erie Road, with the following Stipulations:

STIPULATIONS

A. DESIGN AND LAND USE CONDITIONS:

1. All sidewalks must be constructed, not bonded, along Erie Road and U.S. 301 North with Phase I. In addition, the easternmost and northernmost internal pedestrian-ways shall also be constructed, not bonded, with Phase I.
2. This site shall be limited to the following commercial uses, as defined in the Land Development Code:
 - General Retail Uses
 - Neighborhood Convenience Retail Sales
 - Eating Establishments/Drive-thru Eating Establishments
 - Bank/Drive-thru Bank
 - Business Services
 - Personal Service Establishment
 - Dry Cleaners, Pickup
 - Professional Offices
 - Clinic
 - Veterinary Clinic
 - Medium Intensity Recreational Use
 - Repair Service Establishment
 - School of Special Education
3. Total maximum square footage for all eating establishments in this project is 60,000 sq. ft.
4. Each phase must provide the minimum required parking at the time of Final Site Plan review.
5. To the maximum extent possible, all required replacement trees shall be planted within roadway buffers along US 301 North and Erie Road.
6. All roof mounted HVAC and mechanical equipment shall be screened from view from surrounding residential property and public rights-of-way. Screening shall be provided by materials consistent with the construction of the exterior finish materials of the buildings. Details of screening shall be shown on the Final Site Plan.

7. Loading areas, outdoor storage, dumpsters, and compactors shall not be in front of any building and shall be completely screened with building materials matching the principal building(s) on site. They will not be visible from any collector or arterial roadways or residential property. For determining visibility of the loading areas, the height of the overhead doors and trucks shall be considered.
8. Any drive-through windows shall incorporate coverings for service windows that are structurally and architecturally integrated into the design of the buildings.

B. TRANSPORTATION CONDITIONS:

1. Developer shall deed or dedicate the 50' wide public street right-of-way for the Loop Road as generally identified on the Preliminary Site Plan to the County from U.S. 301 to Erie Road prior to Final Site Plan approval. Developer has agreed to waive impact fee credits for such dedication and shall not receive impact fee credits for such dedication. Prior to First Certificate of Occupancy, Developer shall design and construct the Loop Road as generally shown on the Preliminary Site Plan from U.S. 301 to Erie Road.

Construction and installation costs for all off-site improvements and the aforesaid Loop (or connector) road shall be either eligible for impact fee credits for the full cost of the improvements or, if not eligible for impact fee credits, shall be reimbursed to the Developer by County within forty-five (45) days of receipt of invoices for costs related to such improvements. Costs for such improvements shall be reimbursed by the County pursuant to a credit or reimbursement agreement consistent with this approval.

2. The developer agrees to construct or install the following improvements:
 1. Signalize the Erie Road and Loop Road intersection.
 2. Construct a northbound through lane on Erie Road from US 301 to the Loop Road. Prior to Final Site Plan approval, if it is determined by County that adequate right-of-way exists for a second southbound through lane on Erie Road from the Loop Road to US 301, then the developer shall also construct this second southbound through lane.

The developer shall be either entitled to impact fee credits for the full construction and installation cost of the improvements or, if not eligible for impact fee credits, shall be reimbursed to the developer by the County within forty-five (45) days of receipt of invoices for costs related to such improvements. Costs for such improvements shall be reimbursed by the County pursuant to a credit or reimbursement agreement consistent with this approval.

3. For reasons of traffic operation and safety, the southern driveway access on Erie Road shall be limited to right-in and right-out access only.
4. Upon request of the County, the developer agrees to construct or install any or all of the following improvements:

1. Construct and signalize the U.S. 301 and Loop Road intersection as a full four-way intersection, subject to FDOT approval.
2. Construct the improvements shown on the FDOT approved plans for the widening of US 301 from the western US 301 project driveway access to the eastern limit of the westbound directional left turn lane to the Parkwood Square Shopping Center.

Such request shall be made by the County on or before June 30, 2012. The developer shall be either entitled to impact fee credits for the full construction and installation cost of the improvements or, if not eligible for impact fee credits, shall be reimbursed to the developer by the County within forty-five (45) days of receipt of invoices for costs related to such improvements. Costs for such improvements shall be reimbursed by the County pursuant to a credit or reimbursement agreement consistent with this approval.

C. INFRASTRUCTURE CONDITIONS:

1. Driveways to U.S. 301 shall be redesigned to facilitate improved traffic circulation as shown on the attached Exhibit "B", or an alternative acceptable to Transportation and Planning Departments, submitted and approved with the Final Site Plan.

D. STORMWATER CONDITIONS:

1. Final engineering drainage design must be approved prior to Final Site Plan approval, including the following:
 - a. Any fill within the 25-year floodplain of Slaughter Drain shall be compensated by the creation of an equal or greater storage volume above seasonal high water table. Floodplain compensation shall be provided in sole-use compensation areas.
 - b. The existing 25-year flood elevation along Slaughter Drain shall be utilized as tail water condition.
2. This project shall be required to reduce the calculated pre-development flow rate by a full fifty percent (50%) for all storm water outfall flow directly or indirectly into Slaughter Drain. Modeling shall be used to determine pre- and post- development flows. The 50% reduction requirement shall not apply to the proposed loop road or storm water capacity for Erie Road.
3. A Drainage Easement shall be dedicated to Manatee County and be shown on the Final Site Plan along Slaughter Drain within the project boundaries. In addition, a twenty-five (25) foot wide Drainage Maintenance/Access Easement shall be provided along both banks of Slaughter Drain. Manatee County is only responsible for maintaining the free flow of drainage through these systems. There shall be no tree removal required within these easements.

4. Existing storage volume in existing wetlands and drainage ditches shall be compensated with equal or greater volume in the proposed storm water retention pond.
5. The Drainage Model and Construction Plan shall demonstrate that no adverse impacts will be created to neighboring residents surrounding the site in respect to drainage routing, grading, and site runoff.
6. The developer shall provide a drainage easement; and design, permit, and construct a storm water facility to accept storm water for half of the build-out conditions related to the future 60 foot wide half right-of-way of Erie Road, contiguous to the project.

E. BUFFERS:

1. The 20' roadway buffer along the loop road is shown adjacent to the road. Applicant may elect at time of Final Site Plan to divide this buffer and provide a portion of the buffer adjacent to the building in accordance with the NCO point system for building design [LDC Fig 604.10.6.6(3)(b)].
2. Existing native vegetation within any required landscape buffer shall be preserved to the greatest extent possible. There shall be no overhead or underground power lines, swales, or storm water facilities within any proposed landscape buffer containing desirable native vegetation with the exception of limited crossings.
3. All trees removed shall be replaced in accordance with the tree replacement alternatives outlined in Section 714.8 of the LDC.

F. ENVIRONMENTAL CONDITIONS:

1. The Planning Department shall re-evaluate the configuration of the proposed storm water facility north of the loop road in order to preserve additional trees and native habitat (425-Hardwood Hammock) with the Final Site Plan review. Any reconfiguration shall consider the health, size and type of existing trees and habitat areas and in no way reduce the ability of the applicant to provide storm water management for improvements approved by the BOCC on the Preliminary Site Plan.
2. Tree barricades for trees to be preserved shall be located at the drip line, unless approved by the Planning Department. The drip line shall be defined as the outer branch edge of the tree canopy. The area within the drip line shall remain undisturbed. The following activities are prohibited within the drip line of preserved trees: machinery and vehicle travel or parking; underground utilities; filling or excavation; storage of construction materials. The tree protection barricades shall consist of chain link fence (new or used) with a minimum 5' height, unless otherwise approved by the Planning Department.
3. A copy of the Environmental Resource Permit (ERP) approved by SWFWMD shall be submitted to the Planning Department for review prior to Final Site Plan approval.

4. Prior to Final Site Plan approval, the entire site shall be evaluated for potential hazardous material locations (i.e., historical cattle dipping vats, underground/ aboveground storage tanks, or buried drums), by a qualified environmental consultant. Should evidence of contamination be discovered, further investigation will be required to determine the level of contamination and appropriate remediation/mitigative measures.
5. A Construction Water Quality Monitoring Program and proposed sampling locations are required to be included in the ESCP information on the Final Site Plan in accordance with Section 508.3.34.7(j) of the LDC.
6. A Well Management Plan for the proper protection and abandonment of existing wells shall be submitted to the EMD for review and approval prior to Final Site Plan approval. The Well Management Plan shall include the following information:
 - Digital photographs of the well along with nearby reference structures (if existing).
 - GPS coordinates (latitude/longitude) of the well.
 - The methodology used to secure the well during construction (e.g. fence, tape).
 - The final disposition of the well - used, capped, or plugged.
7. No burn permits will be issued for this site.
8. A Conservation Easement inclusive of areas defined as post-development jurisdictional wetlands, wetland buffers, and upland preservation areas identified on the Preliminary Site Plan shall be recorded concurrently with the Final Plat or prior to issuance of the first Certificate of Occupancy.
9. Any trees located within the future half right-of-way of Erie Road contiguous to the project and all of the associated storm water area for said right-of-way improvements shall not be subject to the tree replacement standards of Section 714 of the Land Development Code.

Section 3. AMENDMENT OF THE OFFICIAL ZONING ATLAS. The Official Zoning Atlas of Manatee County (Ordinance 90-01, the Manatee County Land Development Code) is hereby amended by changing the zoning district classification of the property described in Exhibit "A" incorporated herein by reference, from the PDR/NCO (Planned Development Residential/North Central Overlay) and GC/NCO (General Commercial/North Central Overlay) to the PDC/NCO (Planned Development Commercial zoning district), retaining the North Central Overlay, and the Clerk of the Circuit Court, as Clerk to the Board of County Commissioners, as well as the Planning Department, are hereby instructed to cause such amendment to the said Official Zoning Atlas.

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

Section 5. CODIFICATION. Pursuant to § 125.68(1), Florida Statutes, this ordinance is not required to be codified. Therefore, the Clerk shall not transmit the ordinance for codification.

Section 6. EFFECTIVE DATE. This ordinance shall take effect immediately upon filing with the Office of the Secretary of State, Florida Department of State.

PASSED AND DULY ADOPTED, by the Board of County Commissioners of Manatee County, Florida on the 5th day of June, 2008.

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

BY: 
Chairman



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

BY: 
Deputy Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

(AS FURNISHED)

DESCRIPTION:

(ERIE ROAD REALIGNMENT - (OFFICIAL RECORD BOOK 01439 PAGE 6281))

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, RUN S 89°56'21" E, ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 273.54 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. 301 (STATE ROAD 43); THENCE N 59°08'57" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 31.34 FEET TO THE POINT OF BEGINNING; THENCE N 30°51'03" W, A DISTANCE OF 100.00 FEET; THENCE N 26°16'37" W, A DISTANCE OF 100.32 FEET; THENCE N 30°51'03" W, A DISTANCE OF 397.48 FEET TO THE P.C. OF A CURVE TO THE RIGHT WITH A RADIUS OF 442.00 FEET; THENCE ALONG THE ARC OF SAID CURVE IN A NORTHERLY DIRECTION, A DISTANCE OF 226.50 FEET THROUGH A CENTRAL ANGLE OF 29°21'39" TO THE END OF SAID CURVE; THENCE N 88°30'36" E, A DISTANCE OF 84.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE WEST WHOSE RADIUS POINT LIES N 88°30'36" E, A DISTANCE OF 358.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 183.45 FEET THROUGH A CENTRAL ANGLE OF 29°21'39" TO THE P.T. OF SAID CURVE; THENCE S 30°51'03" E, A DISTANCE OF 397.48 FEET; THENCE S 35°25'29" E A DISTANCE OF 100.32 FEET; THENCE S 30°51'03" E A DISTANCE OF 100.00 FEET TO THE SAID NORTHERLY RIGHT OF WAY LINE; THENCE S 59°08'57" W, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

DESCRIPTION:

(PARCEL 1)

(AS FURNISHED)

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST; THENCE RUN N 01° 29'24" W ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 500.82 FEET; THENCE N 59° 19'10" E, A DISTANCE OF 112.69 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF ERIE ROAD THE FOLLOWING SEVEN COURSES: THENCE N 30° 51'03" W, A DISTANCE OF 20.82 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LES N 59° 08'57" E, A DISTANCE OF 358.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 183.45 FEET THROUGH A CENTRAL ANGLE OF 29° 21'39" TO THE END OF SAID CURVE; THENCE N 01° 22'37" W A DISTANCE OF 243.21 FEET; THENCE N 03° 10'46" W A DISTANCE OF 553.94 FEET; THENCE N 01° 34'46" W A DISTANCE OF 205.08 FEET; THENCE N 04° 50'16" W, A DISTANCE OF 143.73 FEET; THENCE N 00° 34'47" W, A DISTANCE OF 96.09 FEET TO THE END OF SAID EASTERLY RIGHT OF WAY LINE; THENCE S 89° 55'32" E, A DISTANCE OF 285.58 FEET; THENCE S 59° 36'40" E, A DISTANCE OF 39.96 FEET; THENCE S 57° 00'39" E, A DISTANCE OF 34.14 FEET; THENCE S 66° 04'42" E, A DISTANCE OF 725.58 FEET; THENCE S 64° 19'19" E, A DISTANCE OF 597.59 FEET; THENCE S 61°3r53" E, A DISTANCE OF 655.02 FEET; THENCE S 59°08'57" W ALONG THE NORTHERLY RIGHT OF WAY LINE OF U.S. 301 (STATE ROAD 43) A DISTANCE OF 1071.89 FEET; THENCE N 30° 51'03" W A DISTANCE OF 576.68 FEET; THENCE S 59°08'57" W, A DISTANCE OF 925.33 FEET TO THE POINT OF BEGINNING.
LYING AND BEING IN SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 39.07 ACRES.

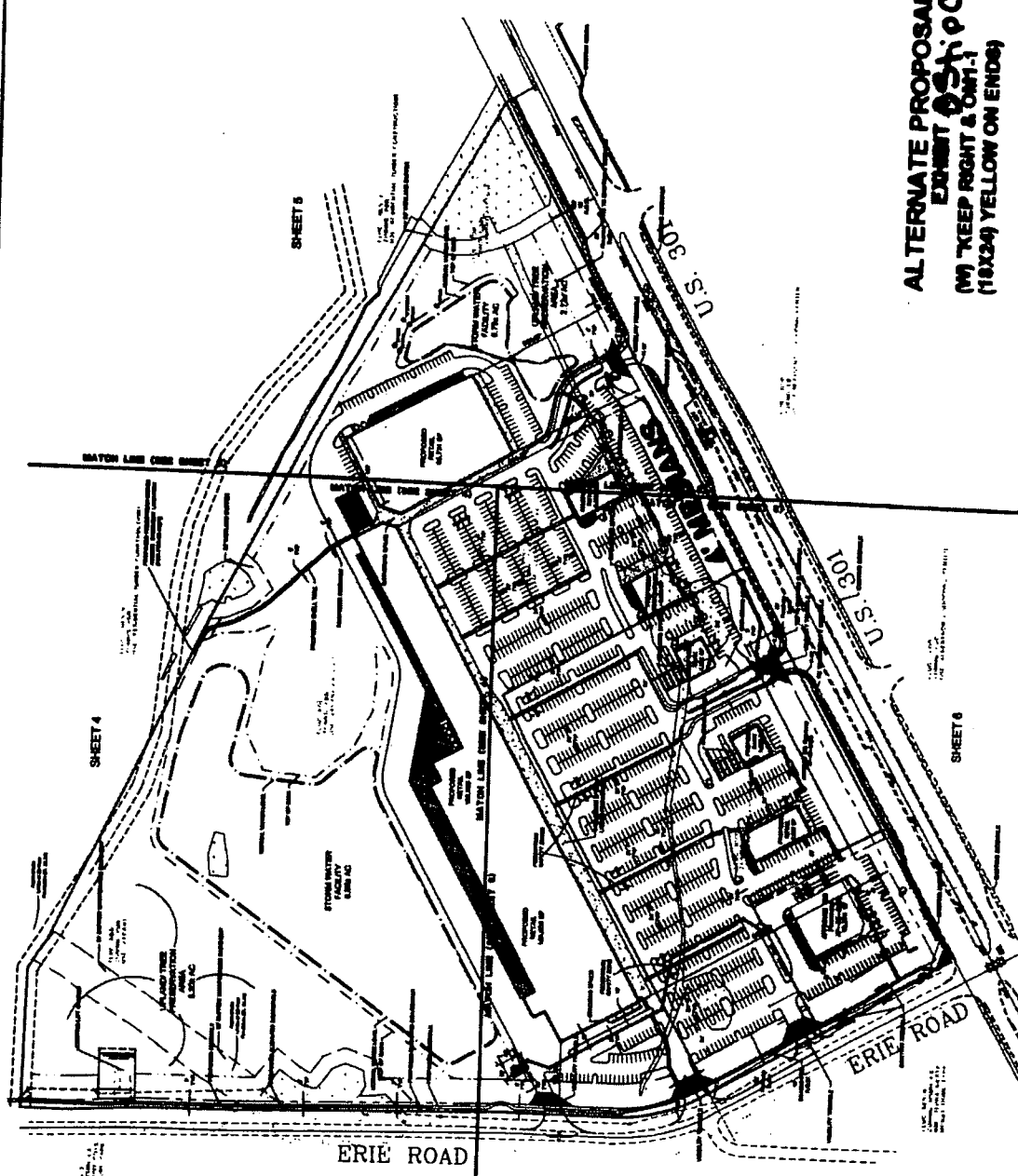
(PARCEL 2)

(AS FURNISHED)

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 34, SOUTH RANGE 18, EAST MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL THAT PART OF THE FOLLOWING DESCRIBED PARCEL OF LAND LYING EAST OF ERIE ROAD AS REALIGNED IN O.R. BOOK 01439 AT PAGE 6281 PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA:

BEGIN AT AN IRON PIPE FOUND IN PLACE AT THE SOUTHWEST CORNER OF THE SOUTHEAST X OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 EAST; THENCE N 01° 29' 24" W. ALONG WEST LINE OF THE SAID SOUTHEAST X OF THE SOUTHWEST 1/4, A DISTANCE OF 500.44 FEET; THENCE N 59° 08' 57" E, A DISTANCE OF 1037.98 FEET; THENCE S 30° 51' 03" E, A DISTANCE OF 576.68 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 43, SECTION 1032 -(104) 202 (U.S. HIGHWAY 301); THENCE S 59° 08' 57" W. ALONG THE SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 1048.66 FEET TO THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE N 89° 56' 21" W. ALONG THE SAID SOUTH LINE, A DISTANCE OF 273.54 FEET TO THE POINT OF BEGINNING LYING AND BEING IN SECTION 2, TOWNSHIP 34 SOUTH, RANGE 18 E, MANATEE COUNTY, FLORIDA.

CONTAINING 12.22 ACRES.



ALTERNATE PROPOSAL
EXHIBIT B
 (M) KEEP RIGHT & 0471-1
 (10X24) YELLOW ON ENDS

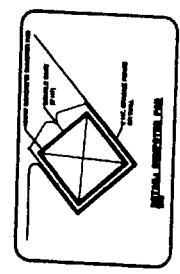
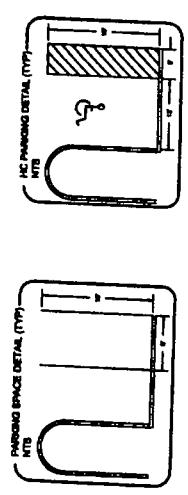


Exhibit "B"

NO.	DATE	BY	REVISION
1			
2			
3			

CREEKSIDE COMMONS
 OVERALL SITE AND DETAILS

DEVELOPER
 EXTENSION DEVELOPMENT, INC.
 8411 OAKWOOD CREEK BOWLINGWAY
 UNIVERSITY PARK, FLORIDA 34907

KINS
 ENGINEERING ARCHITECTS, INC.
 1000 UNIVERSITY PARKWAY
 UNIVERSITY PARK, FLORIDA 34907

DATE	SCALE
10/1/00	AS SHOWN



STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the documents on file in my office.

Witness my hand and official seal this 10th day of JUNE, 2008

R.B. SHORE
Clerk of Circuit Court
[Signature] c.c.



FILED FOR RECORD
R. B. SHORE

2008 JUN 23 PM 12:31

CLERK OF THE CIRCUIT COURT
MANATEE CO. FLORIDA

FLORIDA DEPARTMENT OF STATE

CHARLIE CRIST
Governor

STATE LIBRARY AND ARCHIVES OF FLORIDA

KURT S. BROWNING
Secretary of State

June 16, 2008

Honorable R. B. "Chips" Shore
Clerk of Circuit Court
Manatee County
Post Office Box 25400
Bradenton, Florida 34206

Attention: Ms. Vicki Jarratt

Dear Mr. Shore:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated June 12, 2008 and certified copies of Manatee County Ordinance Nos. PDI-06-15(Z) (P), Z-05-18, PDC-06-58(Z) (P) and PDC-04-38 (Z) (P), which were filed in this office on June 16, 2008.

As requested, one date stamped copy of each is being returned for your records.

Sincerely,

A handwritten signature in cursive script that reads "Liz Cloud".

Liz Cloud
Program Administrator

LC/srd
Enclosure

DIRECTOR'S OFFICE

R.A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
850.245.6600 • FAX: 850.245.6735 • TDD: 850.922.4085 • <http://dils.dos.state.fl.us>

COMMUNITY DEVELOPMENT
850.245.6600 • FAX: 850.245.6643

STATE LIBRARY OF FLORIDA
850.245.6600 • FAX: 850.245.6744

STATE ARCHIVES OF FLORIDA
850.245.6700 • FAX: 850.488.4894

LEGISLATIVE LIBRARY SERVICE
850.488.2812 • FAX: 850.488.9879

RECORDS MANAGEMENT SERVICES
850.245.6750 • FAX: 850.245.6795

ADMINISTRATIVE CODE AND WEEKLY
850.245.6270 • FAX: 850.245.6282

Brent Stufflebeam

From: Whittni Hodges
Sent: Wednesday, November 10, 2021 12:21 PM
To: Brent Stufflebeam
Cc: Chris Mowbray; Stephen Siirtola; Juliet Shepard
Subject: RE: Creekside Commons Gravity Sewer Reroute Agreement; RLS No. 2021-0471
Attachments: Creekside Commons Utility Reimbursement Agreement (CAO Comments and Changes vs 2); 11-10-21.docx

Categories: For IP Meeting

Brent,

I made one small change to section 2(d) so it reads a little more clearer. See attached. Regardless, it looks you've addressed all of our comments/concerns. Thank you.

Best Regards,

Whittni M. Hodges
Assistant Manatee County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
941-745-3750
whittni.hodges@mymanatee.org

From: Brent Stufflebeam <brent.stufflebeam@mymanatee.org>
Sent: Wednesday, November 10, 2021 10:26 AM
To: Whittni Hodges <whittni.hodges@mymanatee.org>
Cc: Chris Mowbray <chris.mowbray@mymanatee.org>; Stephen Siirtola <stephen.siirtola@mymanatee.org>
Subject: RE: Creekside Commons Gravity Sewer Reroute Agreement; RLS No. 2021-0471

Good Morning Whittni,

See attached responses to your comments with the corresponding redlines. Does this satisfy your concerns?

Let me know if you have any questions,

Thank you,

Brent Stufflebeam, E.I.
Agreements Coordinator
Infrastructure Planning Division
Manatee County Public Works
1022 26th Ave E
Bradenton, FL 34208
(941) 708-7450 Ext. 7615

From: Whittni Hodges <whittni.hodges@mymanatee.org>

Sent: Friday, November 5, 2021 2:25 PM

To: Scott May <scott.may@mymanatee.org>

Cc: Jeff Goodwin <jeff.goodwin@mymanatee.org>; Chris Mowbray <chris.mowbray@mymanatee.org>; Brent Stufflebeam <brent.stufflebeam@mymanatee.org>; Francisca Backenstross <francisca.backenstross@mymanatee.org>; Janette Girard <janette.girard@mymanatee.org>; William Clague <william.clague@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>; Florence Wong <Florence.Wong@mymanatee.org>

Subject: Creekside Commons Gravity Sewer Reroute Agreement; RLS No. 2021-0471

Good Afternoon, Mr. May,

We have reviewed the proposed Utility Reimbursement Agreement with Benderson Development Company for a sewer line reroute (the "Agreement"), as requested in the referenced RLS. Attached is a copy of the Agreement with our proposed changes and comments. Subject to our proposed changes and comments, the Agreement is legally sufficient for the Board's consideration. We have no opinion as to the business judgment of entering into the Agreement. If you have any questions or concerns regarding our response, please do not hesitate to contact me. This concludes our response to your RLS.

Best Regards,

Whittni M. Hodges
Assistant Manatee County Attorney
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
941-745-3750
whittni.hodges@mymanatee.org

**UTILITY REIMBURSEMENT
AGREEMENT**

THIS UTILITY REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into, as of ____ 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 (“Manatee County” or “County”) and **BENDERSON DEVELOPMENT COMPANY, LLC**, a New York limited liability company, whose address is 7978 Cooper Creek Boulevard, University Park, Florida 34201 (“Developer”).

RECITALS

A. Entities (as identified on Exhibit “A”) affiliated with the Developer are the owners of certain real property located north of U.S. 301 and east of Erie Road, all in Manatee County, Florida, legally described in **Exhibit “A”**, attached hereto and incorporated herein (the “Property”); and

B. The Developer has submitted to County plans for commercial development on the Property (the “Project”); and

C. The Developer desires to connect the Project to the County’s wastewater collection/conveyance system for the benefit of the Project; and

~~C.D. The County has requested the Developer to relocate an existing sanitary sewer line (the “Utility Improvements”) which in its current location makes it difficult for County staff to access and maintain; and~~

~~D.E. Subject to receiving reimbursement as provided herein, the Developer is willing to construct certain Utility Improvements (the “Utility Improvements”), more particularly described herein, and depicted in the Utility Improvements Construction Plans, attached hereto as part of Exhibit “B” and incorporated herein by reference (the “Scope of Work”); and~~

~~E. Pursuant to the County’s request, the Utility Improvements depicted in the Scope of Work will exceed the capacity required by the proposed Project; and~~

~~F. Policy 9.2.3.3. of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for construction of any component of the wastewater collection/conveyance system where a development is required to increase system capacity greater than that required by a proposed project; and~~

G.F. As provided herein, the County hereby agrees to reimburse the actual costs of the Utility Improvements and acknowledges those funds to be paid to the Developer; and

H.G. The Developer and the County have reviewed the Cost Estimate, attached hereto as **Exhibit “C”** and incorporated herein by reference (the “Estimate”), and enter into this Agreement with the understanding that such Estimate is an accurate estimate of the actual costs of the Utility

Commented [WH1]: Please Include in the recitals (and in the agenda details when submitted to the Board), the basis/reasoning for why the County is paying for non-site related improvements.

Commented [BS2R1]: See revised recitals explaining the basis for the County payment of the sanitary sewer relocation. The agenda item will disclose reasoning for County’s request and payment.

Formatted: No bullets or numbering

Commented [WH3]: I don’t believe this policy applies to this contract. Please confirm. This project appears to be a reroute not an oversizing. If it’s an oversizing, per this comprehensive plan policy, the County cannot pay for labor associated with the oversizing, which appears to be included in the proposed estimate/exhibit “C.”

Commented [BS4R3]: You are correct. This is not an oversizing agreement. It is strictly a reimbursement for the relocation of the sanitary sewer to provide better access for Utilities maintenance staff. Recitals E and F have been removed.

Formatted: No bullets or numbering

Formatted: Body Text, Justified

Improvements as set forth herein; and

I.H. The parties desire to memorialize their agreement in writing, all as more fully 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. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.

2. Developer's Obligations. The Developer shall provide and furnish all services necessary for the Utility Improvements, pursuant to the Scope of Work and subject to the following conditions:

(a) The Developer shall design, engineer, permit and construct the Utility Improvements in accordance with the Scope of Work attached hereto as Exhibit "B". The Utility Improvements shall consist of the following:

The installation of approximately 2,267 LF of ~~24"~~ Gravity Sewer Line; 212 LF of 15" Gravity Sewer Line; ~~and~~ 12 Polymer Precast Concrete Structures beginning on the north side of US 301, point of beginning being approximately 690 feet west of the entrance of Creekside Commons Subdivision on US 301 where a new sewer structure will be installed in the alignment of existing sewer: thence new gravity sewer line will be installed in a westerly direction a distance of approximately 590 feet within the US 301 ROW; thence the new gravity sewer line alignment traverses and somewhat parallels the easterly parcel line within the Benderson Development Property, a distance of approximately 1,890 feet to an existing Sanitary Manhole within the Manatee Sewer Easement on the easterly parcel of line of Benderson Development Property.

No substantial deviations from the Scope of Work or the above Utility Improvements shall be incorporated into the design and engineering without the prior written consent of the County. Such services include, without implied limitation, engineering investigation, surveys, geotechnical testing, preliminary and final design services, preparation of working drawings, and quantity and cost estimates. Developer has retained an engineer of record, WRA ENGINEERING, which engineer is acceptable to County, who shall sign, seal, and date the certification of completed construction and as-built record drawings pertaining to the Utility Improvements.

(b) The final construction drawings and specifications approved in connection with the Utility Improvements and all other construction requirements reflected by such Utility Improvements shall be known and referred to as the "Final Scope" for purposes of this Agreement.

Commented [WH5]: 24" what? Need to specify.

Commented [BS6R5]: See added redlines.

- (c) Within ninety (90) days following receipt of all required permits, the Developer shall commence construction of the Utility Improvements. The Developer shall complete all engineering investigations, surveys, geotechnical testing, preliminary and final design services, quantities and cost estimates, specifications, bidding, and construction of the Utility Improvements within a reasonable time following commencement thereof (not to exceed 365 days).
- (d) The Developer has engaged in a competitive process in determining its primary construction contractor, PHILLIPS AND JORDAN, INC. (with award to the lowest responsive, responsible bidder), where the number of qualified bids was at least three (3). ~~The County is agreeable to the primary construction contractor, and which the County finds acceptable. If the County objects in writing to the proposed award of the contract within the twenty (20) days, the County and the Developer shall have thirty (30) additional days to resolve the objection. If, at the end of the additional thirty (30) days, the County and the Developer are unable to resolve the objection, this Agreement shall terminate, and the County shall, within forty five (45) days of the date of termination, reimburse the Developer for actual costs incurred, subject to the invoice requirements set forth in Section 3 hereof.~~
- (e) During construction, the Developer 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 Developer shall promptly supply to the County detailed documentation of actual costs as the costs are incurred, including pay requests, cancelled checks, and other documentation reasonably deemed necessary by the County, upon written request by the County.
- (f) Upon completion of construction of the Utility Improvements, the Developer's engineer of record shall prepare and provide to the County the certification of completed construction and the as-built record drawings.

3. County Reimbursement. Subject to Subsection 3(e) hereof, the Developer shall fund the initial One-hundred Twenty-Five Thousand One-hundred Twelve ~~dollars and nine cents~~ ~~09/100 Dollars~~ (\$125,112.09) of the actual costs of the Utility Improvements with no right to receive reimbursement for such initial actual costs. The County shall reimburse the Developer for (100%) of the remaining actual costs (over and above the Developer-funded \$125,112.09) of the Final Scope incurred (including costs incurred prior to the effective date of this Agreement), on a per-invoice basis, for construction of the Utility Improvements, such percentage being the ~~C~~ounty's pro rata share of the cost of the Final Scope as shown on Exhibit "C", subject to the following conditions:

- (a) The County's obligation to reimburse the Developer shall not exceed the sum of Two-Million Four Hundred Ninety-One Thousand Three Hundred Thirty-Two ~~dollars and twenty-two cents~~ ~~and 22/100 Dollars~~ (\$2,491,332.22). The Developer

Commented [WH7]: Within the 20 days of what? Is the County agreeable to this contractor? If so, this paragraph should reflect that.

Commented [BS8R7]: Construction recently commenced so I have deleted the language regarding if the County has objection to the contractor and added language that the selection contractor is acceptable to the County.

shall notify the County prior to incurring any costs in excess of such amount. Upon receipt of such notice, the County shall have the option of (i) within ninety (90) days of receipt of the aforesaid notice, approving (by motion of the Board of County Commissioners) an increase in the maximum obligation of the County, or (ii) terminating this Agreement and, within ninety (90) days of the date of termination, reimbursing the Developer for actual costs incurred, subject to the invoice requirements set forth in this Section 3. In the event the County does not exercise the option to increase its maximum obligation within ninety (90) days pursuant to option (i) above, the County shall be deemed to have elected to terminate this Agreement pursuant to option (ii) above.

- (b) The Developer will submit to the Deputy Director of Engineering Services, Public Works Department (the "County Representative") an invoice for payments made by the Developer for services through the 25th day of the preceding month by the first day of the month. Such invoices shall (i) identify all Costs funded by Developer for which reimbursement is requested; and (ii) include detailed invoices and documentation acceptable to Manatee County, to include pay requests, canceled checks, wire transfer instructions and other verification reasonably necessary to identify all Costs incurred and funded by Developer. The invoice will include the percentage of the completed work performed. The invoice will include documentation of completion and acceptance by the County of such services. The invoice will also include proof of payment to the contractors who provided the services.
- (c) The County shall reimburse the Developer for the Costs incurred in accordance with this Agreement, less a five percent (5%) retainage amount which will be paid with the final payment due hereunder following acceptance of construction by the County. The County shall process and pay invoices in accordance with the Local Government Prompt Payment Act (Sections 218.70- 218.74, Florida Statutes), which generally requires payment for non-disputed amounts within twenty-five (25) business days of submittal. On or before the end of such twenty-five (25) day period, the County Representative shall advise Developer of any amount in dispute. Payment for any undisputed amount shall be made, and all unpaid disputed amounts shall be handled, in accordance with the Local Government Prompt Payment Act.
- (d) Acceptance of construction by the County shall not be unreasonably withheld or delayed. The County shall not reimburse the Developer for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.
- (e) Developer specifically agrees that there will be no impact fee credits requested or provided to the Developer for the Utility Improvements constructed pursuant to this Agreement, and that the builders within the Project will pay all impact fees otherwise associated with buildings within the Project.

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 Developer hereunder is subject to the discretion of the Boards of County Commissioners to budget legally available funds in amounts sufficient to fund the Cost of the Utility Improvements.

5. County's Remedies. Should Developer fail to promptly complete construction of the Utility Improvements pursuant to the Agreement's terms, including within the time periods provided in Paragraph 2 or any time extension approved in writing by Manatee County, or within the estimated cost of \$2,491,332.22 as provided in paragraph 3 and in Exhibit "C," -then the Developer shall transfer ownership of the incomplete Utility Improvements to Manatee County and Manatee County shall have the right to complete the improvements.

6. Indemnity. Developer shall indemnify, defend, save and hold harmless Manatee County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability of any nature to the extent arising out of, because of, or due to any negligent act of omission or commission of Developer, their consultants, contractors, officers, agents or employees, in the performance of this Agreement. Neither Developer, or its consultants, contractors, nor any of their officers, agents or employees, will 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.

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 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.

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. The parties hereby designate the persons set forth ~~the~~ 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:

<u>If to the County:</u>	With a copy to:
Manatee County	Chairperson of County Commissioners
C/O County Administrator	Manatee County
Post Office Box 1000	Board of County Commissioners
Bradenton, Florida 34206	Post Office Box 1000
	Bradenton, Florida 34206

<u>If to Benderson Development Company, LLC</u>	with a copy to:
Attn: Todd M. Mathes	
7978 Cooper Creek Boulevard	
University Park, Florida 34201	

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 Developer; (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. Developer 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; provided, however, the County

specifically understands that the rights obtained by the Developer under the County land use approvals of the Project may be assigned to a subsequent developer or assignee of all or a portion of the Property and/or Project without the County's consent.

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, 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 Developer.
- (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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

[signature page to follow]

WITNESS

Print Name: _____

Print Name: _____

Benderson Development Company, LLC

By: _____

Print Name: _____

Its: _____

Date: _____

MANATEE COUNTY, a political
subdivision of the State of Florida

By: Board of County Commissioners

By: _____
Chairperson

ATTEST:

Angelina M. Colonnese
Clerk of Circuit Court and Comptroller

By: _____

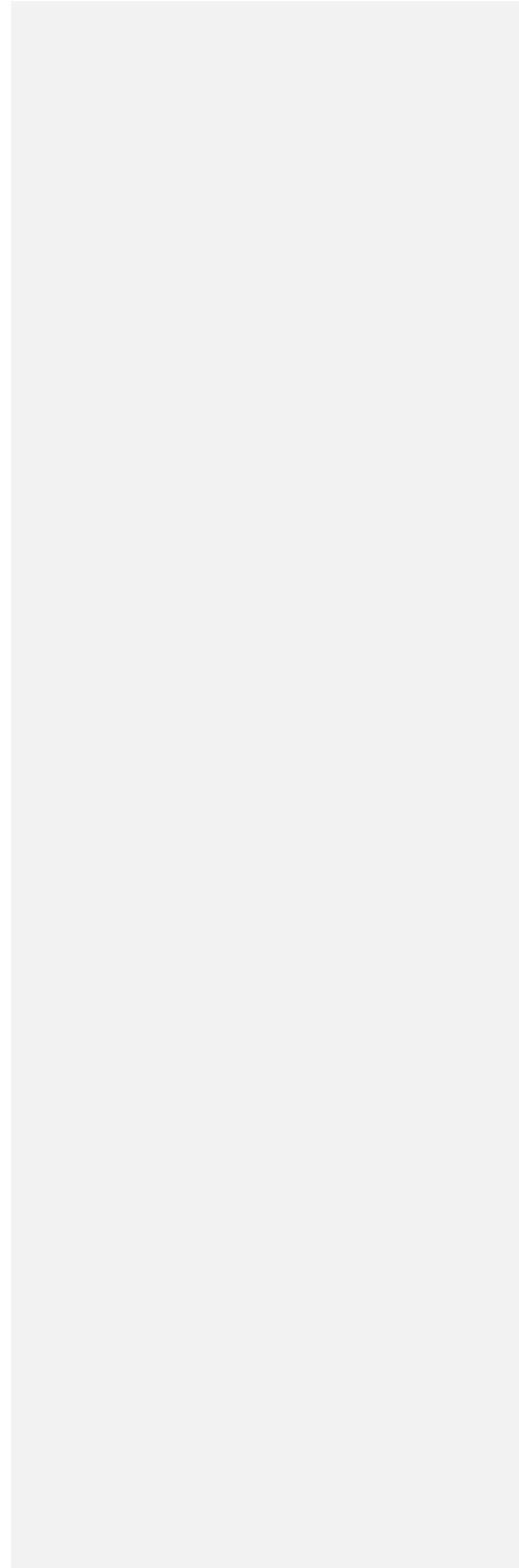


EXHIBIT "A"
[LEGAL DESCRIPTION]

See description attached hereto.

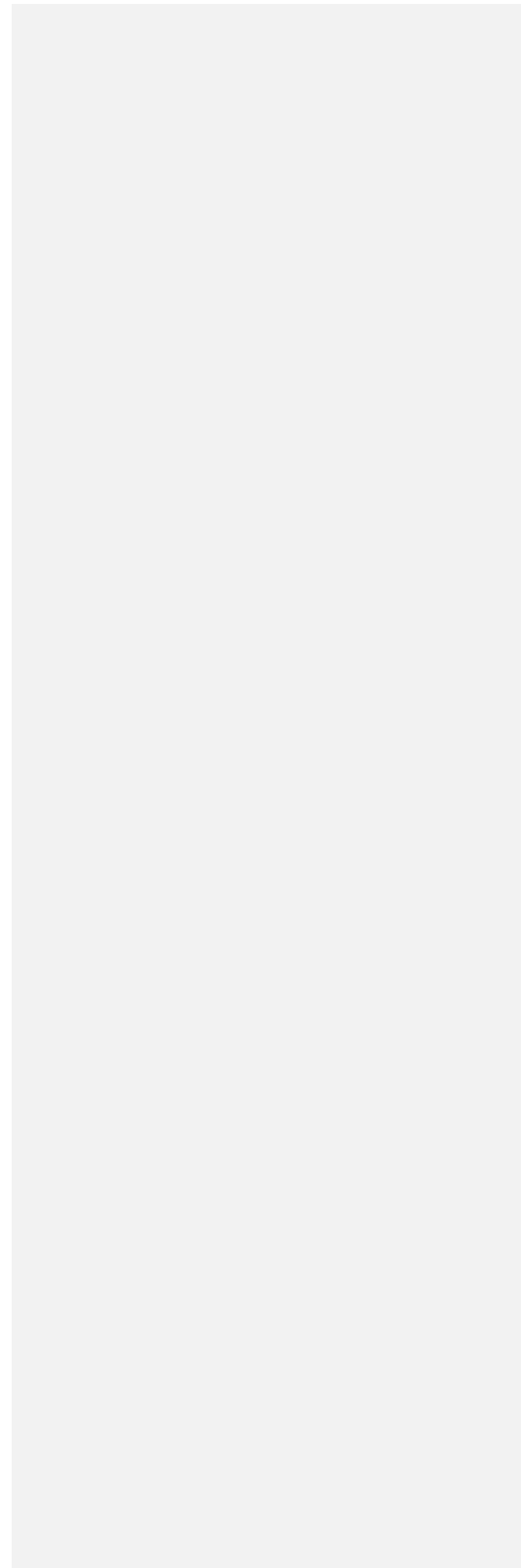


EXHIBIT "B"

[Utility Improvements – Construction Plans]

See construction plans attached hereto.

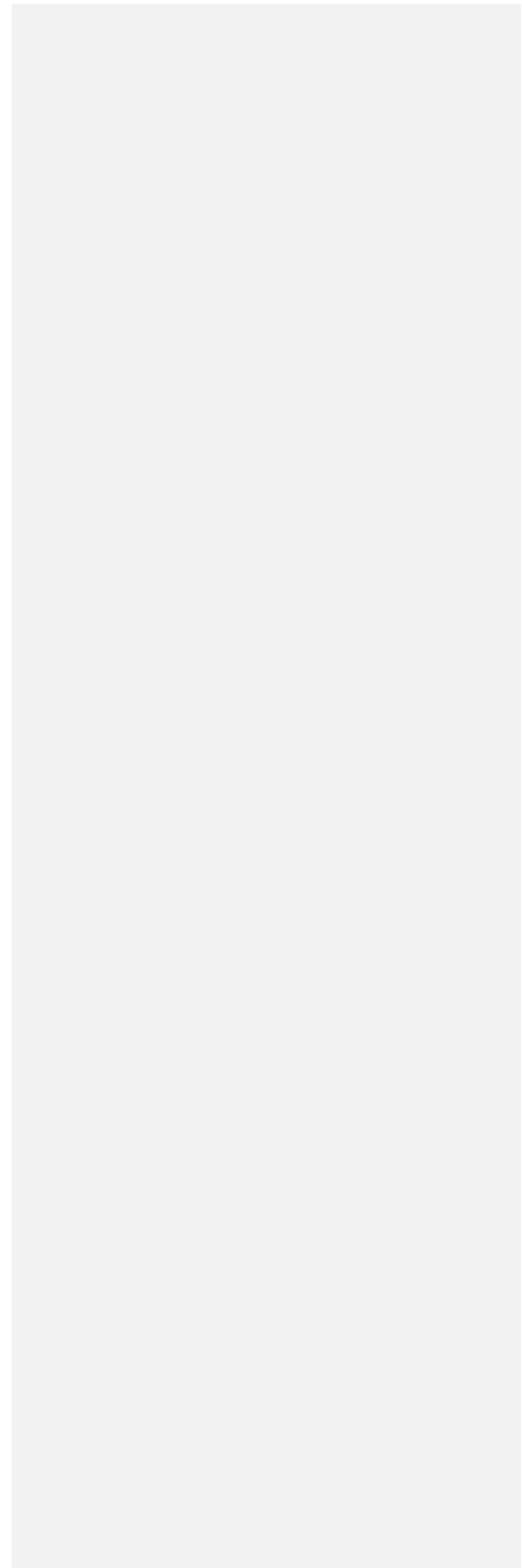
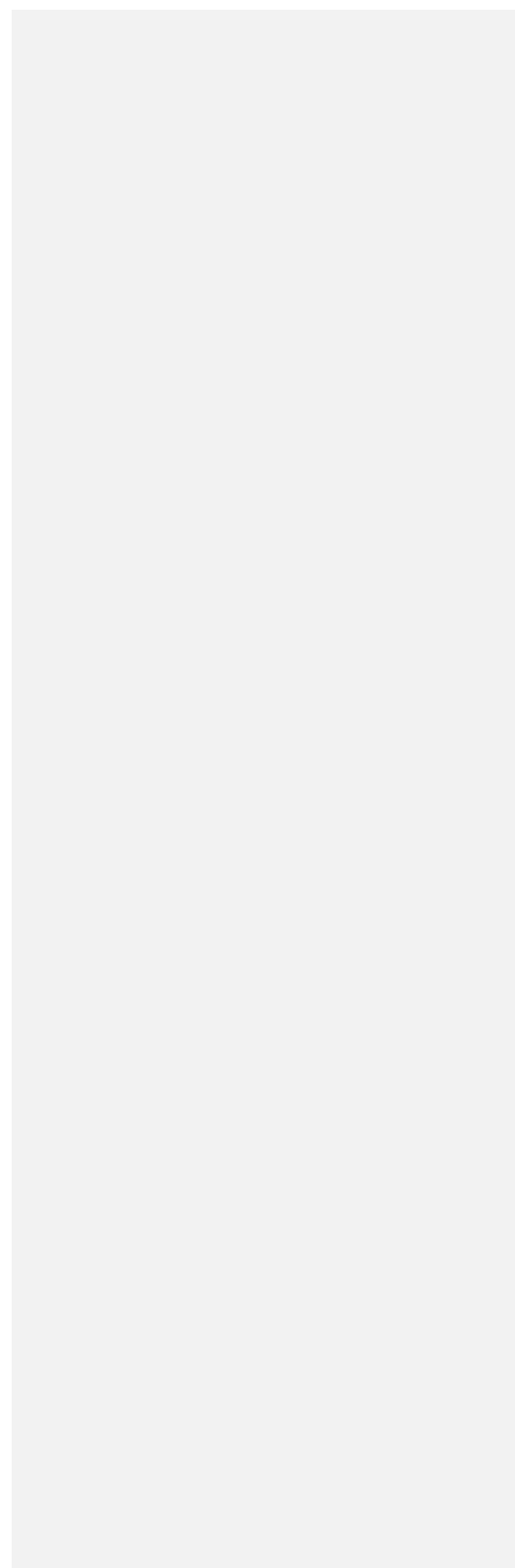
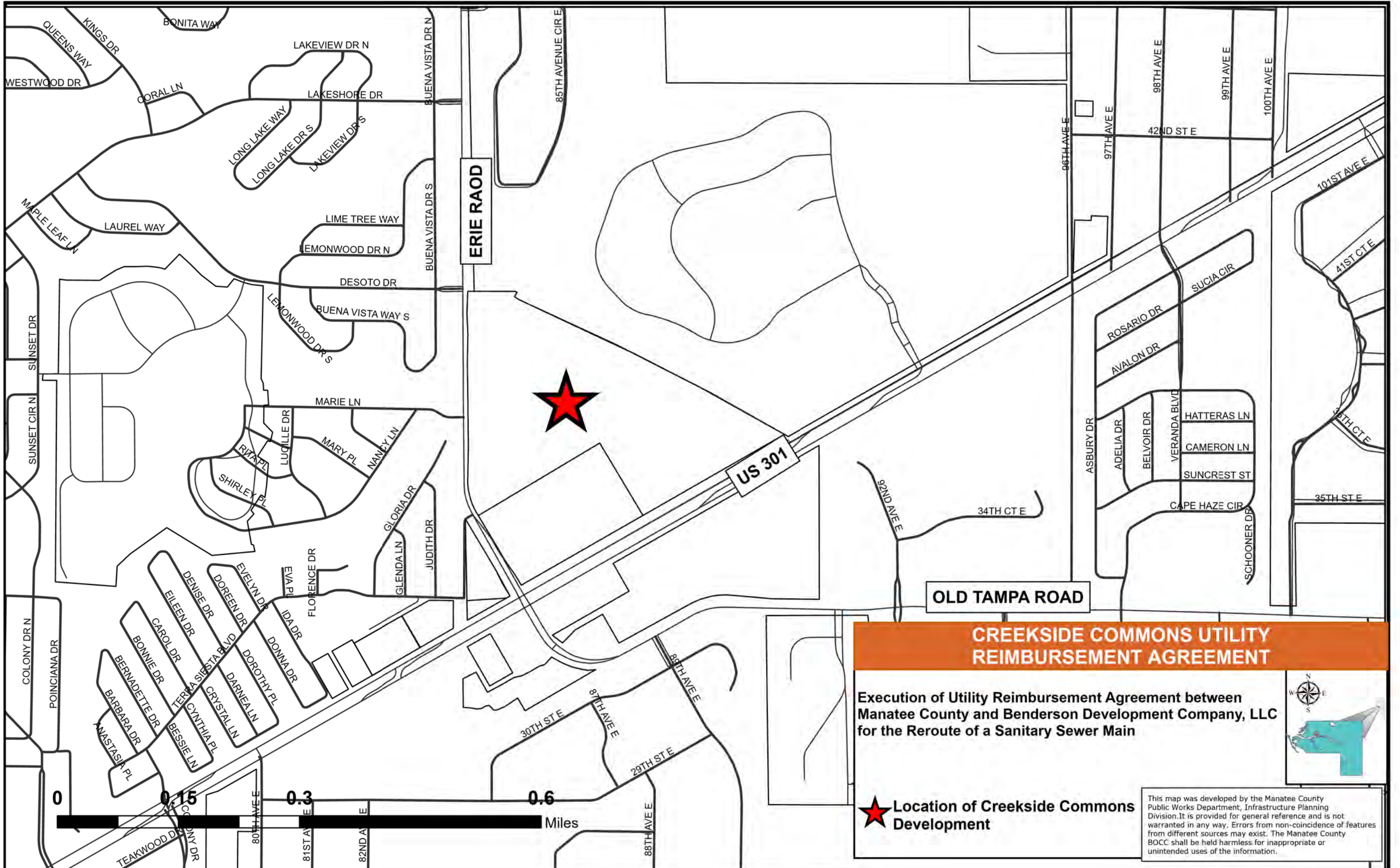


EXHIBIT "C"
[Estimate of Costs]

See document attached hereto.





CREEKSIDE COMMONS UTILITY REIMBURSEMENT AGREEMENT

Execution of Utility Reimbursement Agreement between Manatee County and Benderson Development Company, LLC for the Reroute of a Sanitary Sewer Main

 **Location of Creekside Commons Development**

This map was developed by the Manatee County Public Works Department, Infrastructure Planning Division. It is provided for general reference and is not warranted in any way. Errors from non-coincidence of features from different sources may exist. The Manatee County BOCC shall be held harmless for inappropriate or unintended uses of the information.