

THE ACCORD

(For the Improvement of the Quality of Life of the Citizens)

WHEREAS, cooperation and coordination between the County Government, the School Board, and Cities of Manatee County is desirable and in the best interest of the citizenry ("Intergovernmental Coordination"), and

WHEREAS, a long term growth management strategy in which the Cities, the School Board, and County seek to identify and minimize service deficiencies and duplications, pool resources, coordinate planning, and seek efficiencies in government and education is desirable, and

WHEREAS, the coordination of consistent growth management policies through such identification, cooperation, planning and pooling is in the best interest of the citizens of Manatee and its Cities, and will provide for protection of Manatee County's (inclusive of the Cities') unique quality of life, and

WHEREAS, Intergovernmental Coordination is a key to the future success of our community, and the current visioning process (Imagine Manatee) may assist in such effort, and

WHEREAS, the Cities' ability to address their citizens' needs is, in part, dependent upon creating either an expanded tax base or alternative revenue sources, and

WHEREAS, a recent proposal for Charter Government has created dialogue regarding these matters but has not been embraced by the Cities;

NOW THEREFORE in order to improve the quality of life of the citizens, foster a better community, preserve the character of the Cities while enhancing their financial stability, to better unify growth management efforts, and to protect environmentally sensitive lands, the undersigned Cities, School Board, and County Government agree that:

1. Recitals: The above recitals are true and correct and incorporated herein.
2. Good Faith. The parties will in good faith focus on Intergovernmental Coordination as more fully set forth herein with the goal of entering into appropriate inter-local agreements consistent with these efforts within 60 days after approval of this Accord by all parties.
3. "Imagine Manatee". The parties agree to cooperate so that the Imagine Manatee visioning process that is being implemented for the community can truly be a community visioning that will result in the formulation of long term growth management strategies for the benefit of all the citizenry. To that end each party will appoint representatives to a committee to discuss and outline the basis for implementing the vision.

4. Annexation. The parties recognize that cooperation in growth planning requires communication and coordination. To that end, the County and Cities of Palmetto and Bradenton agree that regarding future land annexations other than those lands being annexed for redevelopment:

A. Joint Planning Committee. Within thirty (30) days of the date of this Agreement, the County, the School Board, and Cities of Palmetto and Bradenton will identify and assemble executed copies of all existing inter-local service-delivery agreements regarding sanitary sewer, public safety, solid waste, drainage and storm water, potable water, reuse water, parks and recreation, school facilities, and transportation facilities. The parties shall immediately create a five (5) person Joint Planning Committee ("JPC") consisting of one elected official appointed collectively by the governing bodies of the Town of Longboat Key, the City of Bradenton Beach, the City of Holmes Beach, and the City of Anna Maria and one elected official each appointed respectively by the governing bodies of Manatee County, the City of Bradenton, the City of Palmetto, and the Manatee County School Board.

B. Annexation Considerations. Annexation shall occur in accordance with the following:

(1) Intergovernmental Coordination. With regard lands located outside of the applicable City (that are not excluded as set forth in D below) there shall be an ongoing obligation of Intergovernmental Coordination regarding the matters set forth in paragraph A above. In the event of a proposed annexation, the JPC will meet and review and evaluate the propriety of such annexation in light of future land use, compatibility, service delivery mechanisms etc.

(2) Compatibility. It is understood a purpose of the JPC is to ensure that all factors including service components and compatibility with surrounding neighborhoods are fairly addressed from a technical and professional perspective. In that connection the JPC shall propose policies for development that will serve as a basis for a Joint Planning Agreement. Items that may be appropriate for a Joint Planning Agreement include, without limitation, utility territorial areas, identification of police and fire service and infrastructure areas, environmental land considerations, joint concurrency, restrictive zoning and unique/historic areas, provisions for dispute resolution, identification of potential joint grant opportunities, etc. The recommendations of the JPC shall be public but not binding on any party.

(3) Density Limit. The Cities of Bradenton and Palmetto agree that annexation of land areas shall not result in greater intensity and density than that provided in the currently (today) existing designation of future land use contained in the Manatee County Comprehensive Plan (without the County's approval which approval shall not be unreasonably withheld) and such intensity and density shall be compatible with areas adjoining the area to be annexed. Where County approval is required, the County agrees to respond within 30 days of the request, unless such time is extended by mutual agreement.

(4) Height Consideration. It is understood that no increase in building height over 35 feet shall be permitted in annexed areas without full public hearing in front of the applicable City Council using the height ordinance criteria of Manatee County that currently exists and that the County shall have the obligation to present its perspective on such proposals, if applicable.

(5) Impact Fee Equivalency. The purpose of this provision is to remove the financial incentives for annexation where the focus of such is simply to save impact fees as opposed to the positive benefits of annexation as the reason for such. Accordingly, the Cities agree that such annexation shall require a contribution from the owners or developers of such annexed land of an amount at least equivalent to the impact fees in effect for the County at the time the development occurs on such annexed property for a period of at least five (5) years after such annexation takes place. (This limitation shall survive the termination of this Agreement provided, however, such five year limit shall not apply to any annexation that occurs pursuant to these provisions if no sales tax initiative is adopted by May 31, 2003 as set forth in paragraph 6.) "Equivalence" shall take in account (as a deduction) current impact fees or related fees (such as facility investment fees) paid to the Cities with regard to the development. All such monies paid shall remain the monies of the City, but shall be used in a manner similar for the categories of such impact fees to benefit the entire citizenry. However, if an equivalency fee is collected for impacts for which only the County provides the service then such portion of the fee collected shall be provided to the County provided such service or facilities will be reasonably provided in the subject impact fee district for the benefit of the applicable land and its occupants. The developers and owners of the property being so annexed shall have the right to credits against such Equivalency sum for the costs of improvements made by them that are deemed to be for the public benefit (e.g. impact fee creditable). Nothing herein shall be deemed to preclude the County from seeking to impose county-wide impact fees in accordance with state law. [It is understood that the foregoing is a conceptual expression of the parties' intent and may be set forth in an interlocal agreement, but that in order to implement the concept of equivalency in a legal manner, there may be substantial adjustments in the mechanisms necessary to accomplish same.]

C. Service Delivery Mechanism. No annexation shall occur without the appropriate service delivery mechanisms being addressed. In that connection the JPC shall attempt to resolve issues of concern.

D. Excluded Urban Development Zone (Redevelopment Focus). With regard to the Cities of Palmetto and Bradenton, the parties will agree to identify and map a limited urban development zone ("UDZ") that is external to each City but within which any future annexations will be accepted by the County as appropriate for urban development and the City's judgement with regard to density, height and other growth management shall be predominant and sovereign. While the provisions of paragraph 4B shall not be binding upon Palmetto or Bradenton regarding UDZ lands, the JPC will assist in the identification of such areas for designation by the County and Cities. The standard for this limited "urbanization" zone shall relate to:

areas, or

(a) existing developed areas adjacent to the Cities' developed

(b) limited in-fill opportunities that are adjacent to "urbanized" areas for which the external infrastructure needed to serve future improvements largely exists.

E. UDZ Adjustment. The UDZ and Joint Planning Area ("JPA") shall be reviewed by the JPC every two (2) years with the recommendations of the JPC to be presented to the County and affected City Council. Such designation shall be modified as appropriate.

5. Efficiency in Government. Intergovernmental Coordination shall continue to emphasize the savings of tax dollars via efficiency in government. This shall involve collaborative efforts for consolidating or sharing of services where appropriate. In that regard, the parties agree to authorize their staffs to:

(a) work toward an integrated and inter-local traffic management system,

(b) evaluate the existing three 911 systems for increased service and efficiency, and

(c) evaluate opportunities to save where there are duplication of services through enhanced inter-local agreements.

(d) evaluate other potential consolidation of services between the Cities of Palmetto and Bradenton.

6. Sales Tax. The County agrees to support the Cities in seeking a $\frac{1}{2}\text{¢}$ sales tax if needs are presented for which a sales tax initiative is appropriate. The Cities shall retain their portion of the $\frac{1}{2}\text{¢}$ sales tax as a revenue source to address revitalization and other needs of the Cities. It is understood that the Cities' of Palmetto and Bradenton's agreement to the provisions of paragraph 4B are dependent upon the implementation of such tax and its ongoing availability to the Cities. The Cities of Palmetto and Bradenton agree to immediately abide by the provisions of paragraph 4B and continue to do so at least until May 31, 2003, provided the parties are in good faith proceeding with the foregoing initiative.

7. Environmentally Sensitive Lands. The parties recognize that as the community expands through both redevelopment and new development, the opportunities to preserve valuable and environmentally sensitive lands are being lost. The Cities agree to support the County's efforts at obtaining an appropriate funding source to be used to secure such environmentally sensitive lands for the public interest.

8. Dispute Resolution. The parties agree to explore non judicial dispute resolution mechanisms where appropriate. This includes facilitation by local intermediaries, mediation or arbitration. The parties agree to meet at least once a year

to enhance communication, review areas of concern and to maximize Intergovernmental Coordination.

9. Mutual Support. The parties offer, where appropriate, to provide mutual support to each other, upon request, for guidance, coverage and other matters where savings and efficiencies can be maximized to the benefit of all. The parties agree to partner with each other to enhance their financial stability, where appropriate.

IN WITNESS WHEREOF, the undersigned agree to this Accord:

ATTEST: R. B. Shore
Clerk of Circuit Court

By: [Signature]
Date: 3/26/02



By: _____
Date: _____

BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Its: First Vice-Chairman 3/26/02

CITY OF BRADENTON, a municipal corporation of the State of Florida

By: _____
Its: _____

ATTEST:

By: _____
Date: _____

CITY OF PALMETTO, a municipal corporation of the State of Florida

By: _____
Its: _____

ATTEST:

By: _____
Date: _____

CITY OF BRADENTON BEACH, a municipal corporation of the State of Florida

By: _____
Its: _____

ATTEST:

By: _____
Date: _____

CITY OF ANNA MARIA, a municipal corporation of the State of Florida

By: _____
Its: _____

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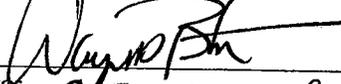
BOARD OF COUNTY COMMISSIONERS

By: _____
Date: _____

By: _____
Its: _____

ATTEST:
By: 
Date: APRIL 10, 2002

CITY OF BRADENTON, a municipal corporation of the State of Florida

By: 
Its: CITY MAYOR

ATTEST:
By: _____
Date: _____

CITY OF PALMETTO, a municipal corporation of the State of Florida

By: _____
Its: _____

ATTEST:
By: _____
Date: _____

CITY OF BRADENTON BEACH, a municipal corporation of the State of Florida

By: _____
Its: _____

ATTEST:
By: _____
Date: _____

CITY OF ANNA MARIA, a municipal corporation of the State of Florida

By: _____
Its: _____

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Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS

By: _____
Date: _____

By: _____
Its: _____

ATTEST:

CITY OF BRADENTON, a municipal
corporation of the State of Florida

By: _____
Date: _____

By: _____
Its: _____

ATTEST:

CITY OF PALMETTO, a municipal
corporation of the State of Florida

By: Karen A. Conlon, CITY CLERK
Date: 4/15/02

By: Lawrence E. Busto
Its: Mayor

ATTEST:

CITY OF BRADENTON BEACH, a
municipal corporation of the State of Florida

By: _____
Date: _____

By: _____
Its: _____

ATTEST:

CITY OF ANNA MARIA, a municipal
corporation of the State of Florida

By: _____
Date: _____

By: _____
Its: _____

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Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS

By: _____
Date: _____

By: _____
Its: _____

ATTEST:

CITY OF BRADENTON, a municipal
corporation of the State of Florida

By: _____
Date: _____

By: _____
Its: _____

ATTEST:

CITY OF PALMETTO, a municipal
corporation of the State of Florida

By: _____
Date: _____

By: _____
Its: _____

ATTEST:

CITY OF BRADENTON BEACH, a
municipal corporation of the State of Florida

By: Chadler Patterson
Date: APRIL 4, 2002

By: John R. Chappie
Its: MAYOR

ATTEST:

CITY OF ANNA MARIA, a municipal
corporation of the State of Florida

By: _____
Date: _____

By: _____
Its: _____

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Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS

By: _____
Date: _____

By: _____
Its: _____

ATTEST:

CITY OF BRADENTON, a municipal
corporation of the State of Florida

By: _____
Date: _____

By: _____
Its: _____

ATTEST:

CITY OF PALMETTO, a municipal
corporation of the State of Florida

By: _____
Date: _____

By: _____
Its: _____

ATTEST:

CITY OF BRADENTON BEACH, a
municipal corporation of the State of Florida

By: _____
Date: _____

By: _____
Its: _____

ATTEST:

CITY OF ANNA MARIA, a municipal
corporation of the State of Florida

By: Oliver Baird
Date: 4-25-02

By: Sue Lynn
Its: Mayor

ATTEST:

By: Bruce A. Bennett
Date: 4/11/02

CITY OF HOMES BEACH, a municipal corporation of the State of Florida

By: [Signature]
Its: [Signature]

ATTEST:

By: _____
Date: _____

TOWN OF LONGBOAT KEY, a municipal corporation of the State of Florida

By: _____
Its: _____

ATTEST:

By: _____
Date: _____

SCHOOL BOARD OF MANATEE COUNTY

By: _____
Its: _____

ATTEST:

CITY OF HOLMES BEACH, a municipal corporation of the State of Florida

By: _____

By: _____

Date: _____

Its: _____

ATTEST:

TOWN OF LONGBOAT KEY, a municipal corporation of the State of Florida

By: *[Signature]*

By: *Ronald A Johnson*

Date: 5-23-02

Its: VICE-MAYOR

ATTEST:

SCHOOL BOARD OF MANATEE COUNTY

By: _____

By: _____

Date: _____

Its: _____

ATTEST:

By: _____
Date: _____

CITY OF HOMES BEACH, a municipal corporation of the State of Florida

By: _____
Its: _____

ATTEST:

By: _____
Date: _____

TOWN OF LONGBOAT KEY, a municipal corporation of the State of Florida

By: _____
Its: _____

ATTEST:

By: Marilyn Clark
Date: 4-1-02

SCHOOL BOARD OF MANATEE COUNTY

By: Harry J. Kinne
Its: Chairman