

From: [Sia Mollanazar](#)
To: [Janice Haas](#)
Subject: FW: Utility Reimbursement and Impact Fee Credit Agreement; RLS-2019-0415
Date: Friday, September 13, 2019 7:41:52 AM
Attachments: [Utility Reimbursement Agmt 69th St E FM \(CAO Changes\).doc](#)

Sincerely

Sia Mollanazar, PE , County Engineer

Deputy Director
Engineering Services Division
Manatee County Public Works
1022 26th Ave East
Bradenton, Fl. 34208
941-708-7487

From: Sia Mollanazar
Sent: Thursday, September 12, 2019 4:14 PM
To: Scott May <scott.may@mymanatee.org>; Dave Branning <Dave.Branning@mymanatee.org>;
Todd Mathes <ToddMathes@benderson.com>; Clint Cuffle <ccuffle@wraengineering.com>
Subject: FW: Utility Reimbursement and Impact Fee Credit Agreement; RLS-2019-0415

Here it is

Sincerely

Sia Mollanazar, PE , County Engineer

Deputy Director
Engineering Services Division
Manatee County Public Works
1022 26th Ave East
Bradenton, Fl. 34208
941-708-7487

From: William Clague <william.clague@mymanatee.org>
Sent: Thursday, September 12, 2019 2:21 PM
To: Sia Mollanazar <sia.mollanazar@mymanatee.org>
Cc: Mitchell Palmer <mitchell.palmer@mymanatee.org>; Alex Nicodemi <alex.nicodemi@mymanatee.org>; John Osborne <john.osborne@mymanatee.org>; Chad Butzow <chad.butzow@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>
Subject: Utility Reimbursement and Impact Fee Credit Agreement; RLS-2019-0415

Sia:

Pursuant to the above Request for Legal Services, you have asked this Office to review the above referenced Agreement. I provide the following advice in response:

1. Attached is a redlined revision of the Agreement reflecting my suggested changes to the draft provided by you in your email of yesterday. While some changes are intended for clarity and consistency with County practice, some are substantive in nature.
2. As discussed in our phone conference today, I have modified the Agreement to provide for the Developer's funding of the initial \$200,000 in exchange for impact fee credits against the County's wastewater facility investment fees (FIFs). This approach is more straightforward than the exchange of payments between the County and the Developer reflected in the draft you submitted.
3. Per our discussion, I have also included language that allows the Developer to use the credits for any eligible project in the County. While the County's ordinances permit this (as there is only one Countywide benefit district for FIFs), they also allow credits to be used to offset only the "line capacity" portion of the FIFs. While this will not prevent the Developer from recognizing the value of the credits, it may require the Developer to spread the credits over multiple projects. Because the operative ordinance provisions have yet to be codified, this restriction should be disclosed to the Developer in our communications.
4. Staff should carefully review the redlined changes from a business standpoint to assure they reflect staff's intentions. Once you are comfortable with the changes, please share them with Developer's counsel.

I express no opinion as to the business judgment of entering into the Agreement. Subject to the inclusion of my redlined changes and the resolution of any business concerns, I have no objection from a legal standpoint to the Agreement being considered by the Board.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

William Clague, Chief Assistant County Attorney
Manatee County Attorney's Office
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