

TAB 1

POINT PAPER
PALMETTO ELEMENTARY SCHOOL
APRIL 7, 2008

Issue: There are a variety of actions required by all involved participants in order to move forward with the conceptual plan for the construction of a new Palmetto Elementary School on 10th Street West. City Commission's approval of the general plan will allow for appropriate negotiation and advancement of the project. Of course, City Commission will review and approve all actual agreements that are generated as part of these negotiations.

Background: For several years, the School Board has been attempting to locate an appropriate site for the development of a new elementary school in Palmetto. The City Commission authorized the City staff and CRA to assist as possible, but there were a variety of obstacles that slowed the process. Together, the staffs of the School Board and the City have identified a site that appears to, finally, meet all of the required criteria. The development of this site, however, will require the cooperation and partnership of a variety of partners.

The chosen site (identified on the attached map) currently is owned by the City of Palmetto, and is home to the Boys and Girls Club, Just for Girls, the public tennis courts, and the North River Little League Fields. Attached, the spreadsheet delineates the specific participation requirements and desires of all parties, for Commission consideration.

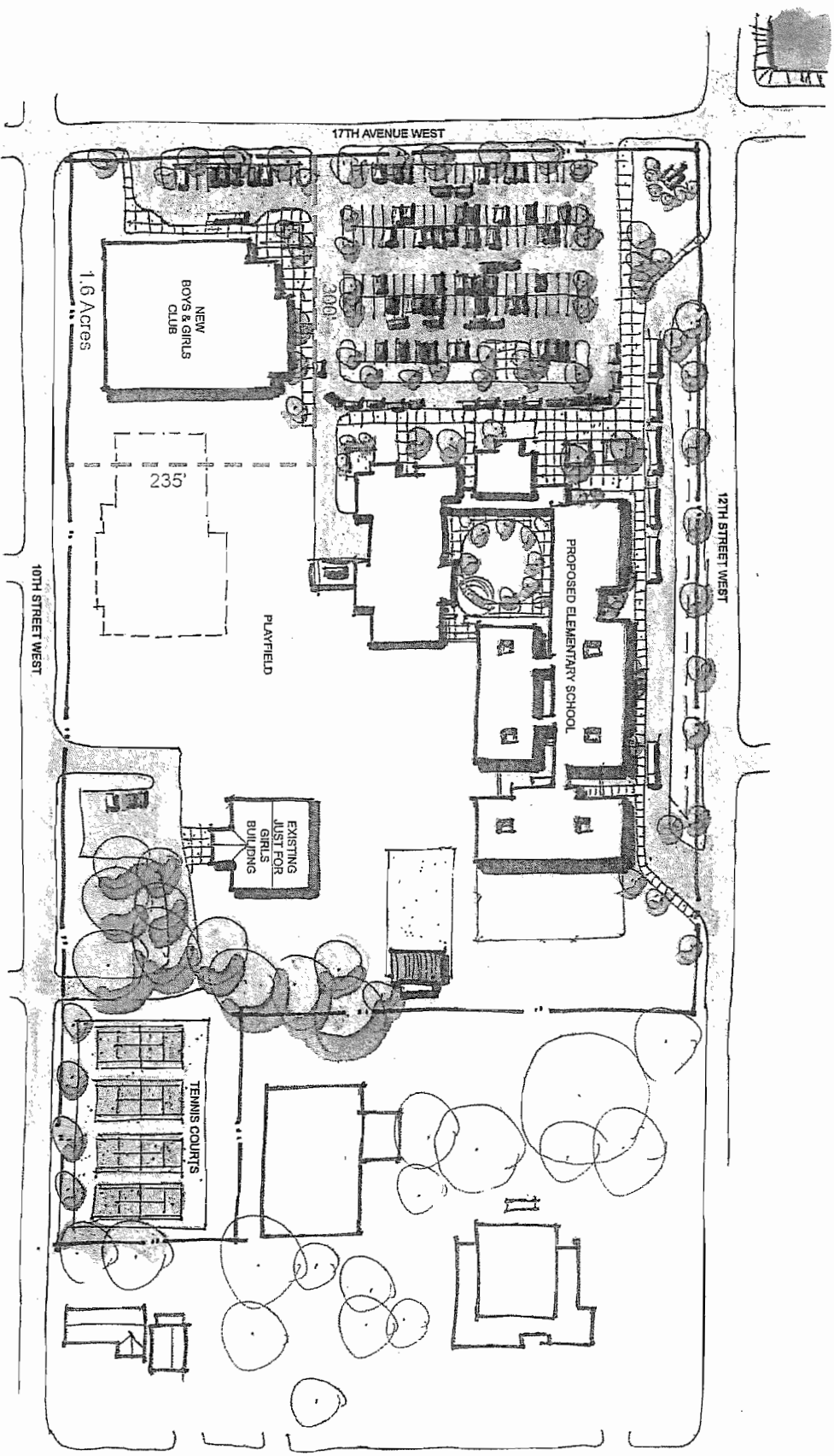
It appears that this may be a win-win:

- youth serving organizations will get improved facilities, co-located with the elementary school;
- the City and CRA will recover funds expended in land assembly efforts in the downtown;
- the City will get a new school for its students in the near future, and still get a high-quality school in the downtown;
- the school board will obtain land in a central location for no more than appraised value;
- the Little League will have a new complex with all levels of play in close proximity; and
- the City will have the ROW needed for the eventual extension of 10th Avenue West.

Alternatives: 1 - Approve conceptual participation as described for staff negotiation
2 - Approve alternate participation for staff negotiation
3 - Deny participation

Recommendation: 1 – Approve conceptual participation for staff negotiation

Budget Impact: Expected to be minimal.



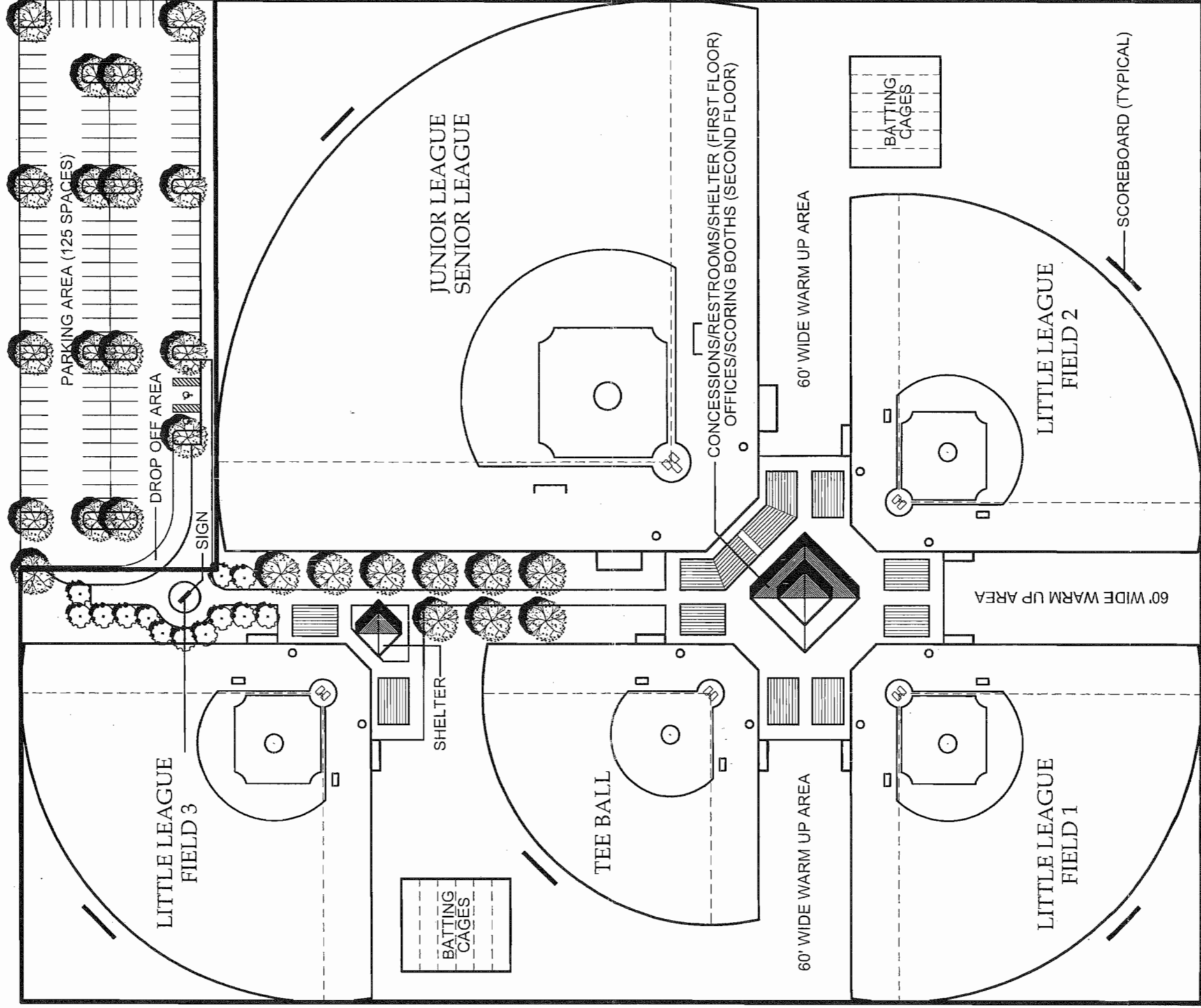
PALMETTO ELEMENTARY SCHOOL
 PROPOSED SITE PLAN FOR BOYS & GIRLS CLUB SITE

SCALE: 1" = 50'-0"



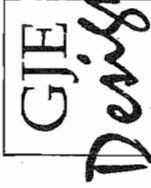
HOFFMAN
 ARCHITECTS, P.A.

PALMETTO LITTLE LEAGUE



PALMETTO LITTLE LEAGUE
PALMETTO, FLORIDA

CONCEPT PLAN A



GEORGE J. EISSLER, Inc.
LAND DEVELOPMENT CONSULTANTS
3950 Elysian Woods Lane
Sarasota, Florida 34231
941-927-0806 FAX: 941-927-9368
gjeissler@verizon.net



17TH AVENUE WEST

EXISTING BASEBALL FIELD

RELOCATED
TEE-BALL
FIELD

EXISTING BASEBALL FIELD

MULTI-USE
BUILDING

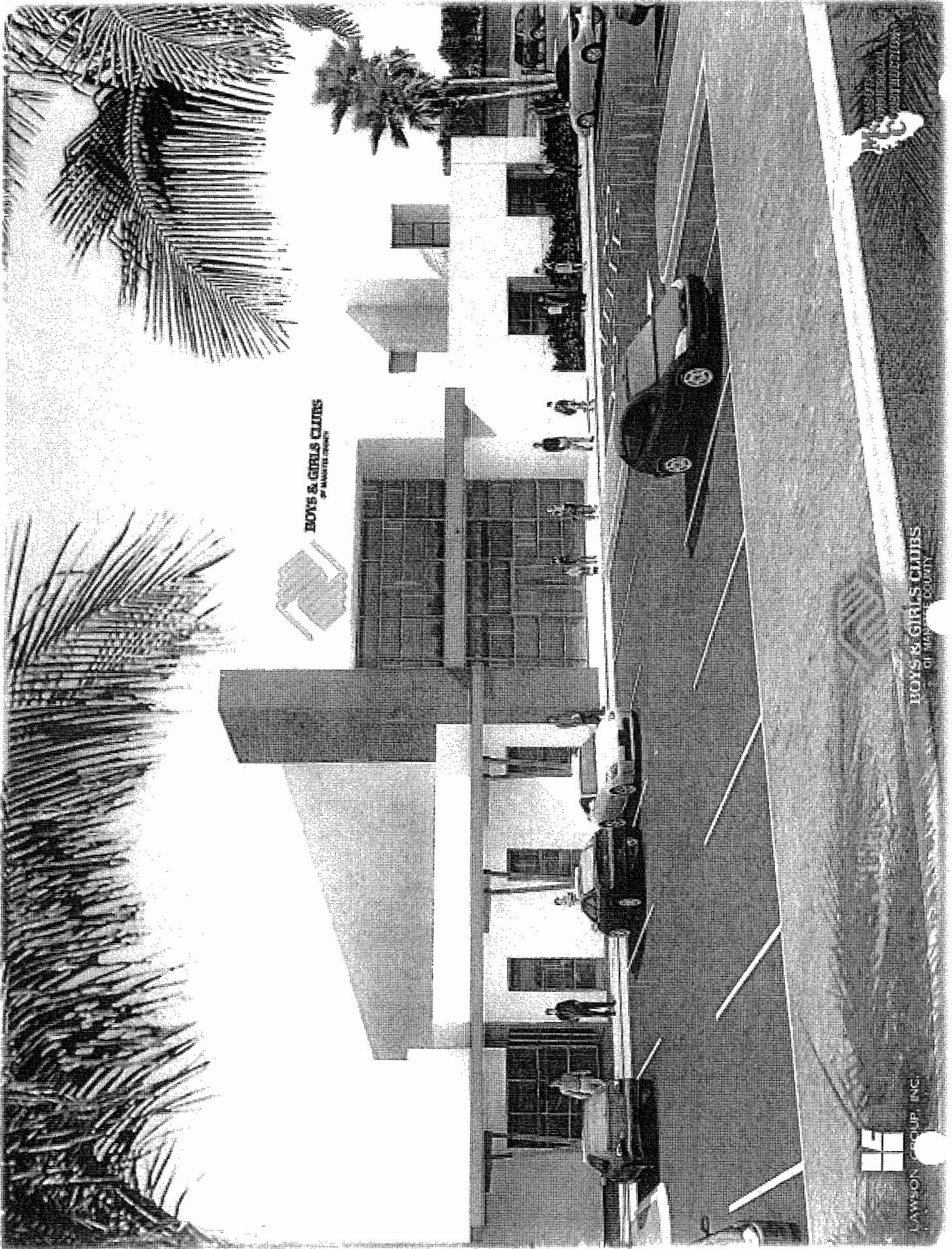
2800 S.F.
PAVILION

2500 S.F.
MAINTENANCE
BUILDING

FUTURE
PLAYGROUND
AND POOL

10TH STREET WEST

15TH AVENUE DRIVE WEST



BOYS & GIRLS CLUBS
of MIAMI COUNTY



LAWSON GROUP, INC.



BOYS & GIRLS CLUBS
of MIAMI COUNTY

SUMMARY OF PALMETTO ELEMENTARY SCHOOL DISCUSSION

Updated June 23, 2008

Mayor Bustle and Chris Lukowiak met with School Board and Boys & Girls Club representatives. Discussion included:

- Appraisals – The School Board paid Bass & Associates to perform an appraisal of approximately 9 acres, which was completed on May 19, 2008. The appraised value of 9 acres was reported to be \$783,000. This is equivalent to \$87,000 per acre. Staff was provided a copy of the appraisal report.
- Buy vs. Lease for Boys and Girls Club - \$783,000 is not sufficient funding to adequately construct the proposed little league complex, so an alternative to bring more money to the project would be the Boys and Girls Club purchasing their land from the City (approximately 1.6 acres, valued at approximately \$139,200, which could be discounted to the amount necessary to complete the construction of the complex). The Boys and Girls Club representatives will take the discussion to their Board, and will draft appropriate agreements.
- Purchase Agreement – The School Board is drafting a purchase agreement.
- Retention Pond – The School Board is paying the engineer and has been in contact with SWFWMD to ensure that the pond at Hidden Lake Park has the capacity to withstand the addition of the School property's stormwater.

Chris Lukowiak had discussion with Little League representatives, and provided them with a preliminary design for comments. Early indications are that they are happy with the design. They would like the opportunity to, at the appropriate time, to come before City Commission to explain their desire for five (5) fields.

Chris Lukowiak had discussion with Whiting Preston, who has committed to providing the real estate to the City with an engineer's certification, as approved by the FDEP, that the site is environmentally suitable for athletic fields. Until studies are complete, an exact location will not be identified.

No further discussions have been held with Just for Girls.

The School Board remains committed to buying the property the CRA purchased, and to paying for the demolition of properties on 9th Ave. W.

See attached Little League Design and updated spreadsheet.

Participation Requirements for construction of PES on 10th Street West

| <u>Boys and Girls Club</u> | <u>Just for Girls</u> | <u>School Board</u> | <u>City of Palmetto</u> | <u>Manatee Fruit</u> | <u>North River Little League</u> | <u>Manatee County</u> |
|--|---|--|--|--|--|---|
| Consider purchase of approx. 1.6 acres (\$117,000) in lieu of lease | Extend current lease a minimum of 30 years | Purchase 9 acres of the land on 10th St. from City at appraised value (\$783K) | Sell land on 10th St. to School Board, approve CRA land transactions, accept land | Donate +/- 11 environmentally certified acres to City for Little League Complex on City-owned property | Does not want ball fields at separate locations, would like to retain all fields on same campus/site | Continue to accept O & M responsibility for North River Little League |
| Would like to retain ability to remain in current bldg while constructing new facility | Assistance with grant funding opportunities | Provide land needed for 10th Ave. W. extension | Renew leases (or approve land sale for B&GC) for youth groups & allow Grants Coordinator to assist | Receive park impact fee credits for the acreage needed to build LL field. | Design a lease that specifies the future O&M responsibilities | |
| Co-locate school facilities when possible during site plan creation | Co-locate school facilities when possible during site plan creation | Swap CRA .9 acres across from PES for .9 acres purchased | Construct little league complex (+/-850,000) on MFC property w/ \$ from sale to School Board. | Land provided gives City the needed ROW for the eventual extension of 10th Ave. W. | | |
| Expedite the B&G Club construction schedule | Request that tennis courts stay in place | Buy remaining land in downtown from CRA | Give Manatee Fruit Company impact fee credits as appropriate | | | |
| | | | Tennis courts remain in place | | | |

NOTE: This is a draft proposal at the staff level. Commission will have to approve leases, impact fee credits, land sales, land acceptance etc... (all in red above)



Boys & Girls Clubs of Manatee County

Floorplan - Proposed New Facility



Chelsea Lyman

Development Assistant

5211 Manatee Ave W

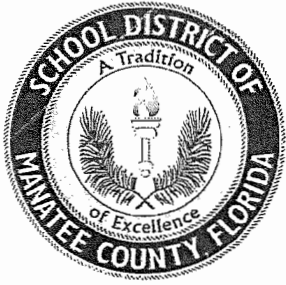
Bradenton, FL 34209

11/6/2007

Boys & Girls Clubs of Manatee County

Space Allocation

| Club Program Space | Members | Staff | Sq. Ft. |
|--------------------------------|------------|-----------|--------------|
| Gamesroom | 60 | 3 | 2100 |
| Learning Center | 20 | 1 | 700 |
| Tech Center | 20 | 1 | 700 |
| Art Room | 30 | 1 | 1000 |
| Small Group | 20 | 1 | 400 |
| Multi-Purpose | 40 | 2 | 1000 |
| Canteen/Café | 20 | 1 | 400 |
| Kitchen | 10 | 1 | 250 |
| Offices (3) | | | 450 |
| Restrooms | | | 500 |
| Storage | | | 500 |
| Control Counter | | | 500 |
| Total | 220 | 11 | 8500 |
| | | | |
| Gym | 40 | 2 | 12000 |
| Gym Storage | | | 400 |
| Total | 40 | | 12400 |
| | | | |
| Teen Center | | | |
| Gamesroom | 30 | 1 | 1000 |
| Tech Center | 10 | 1 | 300 |
| Learning Center | 20 | 1 | 500 |
| Multi-Purpose | 20 | 1 | 300 |
| Office | | | 130 |
| Restrooms | | | 300 |
| Total | 80 | 6 | 2530 |
| | | | |
| Circulation, Mechanical | 10% | | 2343 |
| | | | |
| Club Total | 340 | 17 | 25773 |
| | | | |
| Outside Pavilion | 40 | 2 | 2800 |
| | | | |
| Administrative Offices | | | 3000 |
| | | | |
| Maint./Storage Facility | | | 2500 |



SCHOOL BOARD

Barbara A. Harvey
Chairwoman

Walter E. Miller
Vice Chairman

Harry G. Kinnan

Robert C. Gause

Jane R. Pfeilsticker

SUPERINTENDENT

Dr. Roger Dearing

P.O. Box 9069
Bradenton, Florida
34206-9069
2807-B 27th Street East
Bradenton, FL
34208
PH. (941) 708-8800
FAX. (941) 708-8832
www.manateeschools.net

SCHOOL DISTRICT OF MANATEE COUNTY

AGENDA

Future Palmetto Elementary School Site
Superintendent's Conference Room
May 14, 2008

Parties in Attendance

City of Palmetto
Boys and Girls Club
School District of Manatee County

Discussion Topics

- I. Draft Design
 - a. School
 - b. Boys and Girls Club
 - c. Just for Girls
- II. Shared Facilities
 - a. Parking
 - b. Drives
 - c. Fields
 - d. Internal Facilities
- III. Boys and Girls Club Property Ownership
 - a. Options
 - b. City of Palmetto
 - c. School Board
 - d. Boys and Girls Club
- IV. Consideration of Additional Property
 - a. Boys and Girls Club
- V. Purchase Agreement
 - a. Drafting
- VI. Lease Agreements
 - a. Termination
 - i. Boys and Girls Club
 - ii. Just for Girls
 - iii. Little League
 - iv. Manatee County
 - b. New Leases
 - i. Boys and Girls Club
 - ii. Just for Girls
 - iii. School Board
 1. Retention



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SCHOOL DISTRICT OF MANATEE COUNTY

AGENDA

Future Palmetto Elementary School Site
Superintendent's Conference Room
May 27, 2008

Parties in Attendance

City of Palmetto
Boys and Girls Club
School District of Manatee County

Discussion Topics

- I. Follow-up from Previous Meeting
 - a. School District
 - i. Appraisals
 - b. Boys and Girls Club
 - i. Board of Directors
 - ii. Buy vs. Lease
 - c. City of Palmetto
 - i. Baseball Fields
 - ii. City Council
 - iii. Sell to Boys and Girls Club vs. Lease
- II. Purchase Agreement
 - a. Drafting
- III. Leases/Agreements
 - a. Termination
 - i. Boys and Girls Club
 - ii. Just for Girls
 - iii. Little League
 - iv. Manatee County
 - b. New Leases
 - i. Boys and Girls Club (Depends if Leased or Purchased)
 - ii. Just for Girls
 - iii. School Board
 1. Retention Area
- IV. Agreement
 - a. Joint use between Boys and Girls Club and School District
- V. Next Steps

LEASE

Just
For
GIRLS

THIS LEASE is made on this 21 day of May, 1990,
by and between THE CITY OF PALMETTO, a Municipal Corporation of the
State of Florida (Palmetto) and MANATEE COUNTY GIRLS CLUB, INC., a
corporation not for profit (Club).

NOW THEREFORE, for the considerations expressed herein, and
other considerations, the receipt and adequacy of which are
acknowledged, the parties agree as follows:

1. Palmetto does hereby lease to the Club the real property
described in Exhibit "A" (Property).

2. The Club shall pay the sum of One Dollar (\$1.00) as rent
due for the lease of the property.

3. The Lease shall be for a term of twenty-five years (25)
commencing on May 21, 1990 and expiring at 11:59 P.M. on
May 20, 2015, unless extended pursuant to this Lease.

4. The terms shall be extended automatically for two (2)
additional twenty-five (25) year terms, each beginning at the end
of the prior term, unless either party shall notify the other, in
writing, at least one hundred eighty (180) days before the end of
the Lease.

5. The Club shall use the property to operate, maintain and
use said property solely for a Girls Club, the purposes of which
will be to promote the physical, mental and moral well being of
girls of Manatee County, by providing such means of education,

recreation and guidance as may seem most likely to achieve the desired ends.

6. The Club shall indemnify and hold Palmetto harmless from any claims, demands, suits, actions or causes of action for any damage or injuries sustained to any person or property from any cause whatsoever during the term of this Lease arising from the Club's use or possession of the property and the conduct of any business or activity the by Club on the property and anything done or permitted by the Club, its members, employees, agents, or invitees in or about the property.

7. The Club shall secure public liability insurance for personal injury and property damage from an insurance company licensed to do business in the State of Florida, with limits not less than One Million Dollars. The policy shall list Palmetto as an additional insured, and shall contain a provision providing that Palmetto is entitled at least thirty (30) days notice from the insurance company before cancellation of policy. The Club shall furnish Palmetto with evidence of the insurance showing the coverage afforded, expiration date and proof of payment of any premium due thereunder. Palmetto may require evidence, at any time during the lease period, that the insurance remains in force. If Palmetto discovers that such insurance is not in force, thence Palmetto shall have the right, but not the obligation, to secure such insurance and the Club shall reimburse Palmetto for the premium paid and other expenses related thereto.

8. The Club covenants and agrees that it will not place, or cause to be placed, a mortgage, or any other lien or encumbrance on the leased property without first obtaining the written consent of Palmetto.

9. Any improvements erected on the property shall remain the property of the Club upon the expiration of this Lease, and the Club shall have the right to remove said improvements provided that the improvements shall be removed as soon as practicable.

10. No assignment or encumbrance of this Lease or any interest in said Lease, or subletting under it, by operation of law or otherwise, is valid without the written consent of Palmetto.

11. The Club shall have the right to sublease the property to *governmental units, churches or community service and* other non-profit organizations for limited times (for example, an evening adult program that occurs on Sunday or after normal operating hours once a week), not to exceed two (2) consecutive *in any week or 5 days total in any week,* days, provided such use does not occur during the normal operating times of the Club and does not interfere with the Boys Club's use of its property. The Club must notify Palmetto, in writing, of the intended sublease and such sublease can continue unless Palmetto objects, at which time such sublease must terminate.

12. The Club, at its own cost and expense, shall maintain the leased premises, and shall be responsible for the repair, restoration and maintenance of all improvements located on the property. Palmetto shall have no cost, expense, responsibility or obligation of any type relating to the premises during the term of this Lease,

or any renewal hereof, or any other time that the Club shall have possession.

13. Should the property be used for any purpose other than that authorized herein, then this Lease shall be null and void, and Palmetto shall be entitled to possession of the property and any improvements thereon. Furthermore, should the Club cease to use the property for the purposes intended for a period exceeding six (6) months, then this Lease shall be null and void, and Palmetto shall be entitled to possession of the property and any improvements thereon. Should the Club's facilities be destroyed by natural disaster or act of God, this Lease shall not terminate if the Club fails to use the property for a period in excess of six (6) months, provided that the Club has diligently undertaken repairs, renovations or reconstruction of its facilities.

14. In the event the Club fails to perform any one or more of the covenants and agreements set out herein, then the Club shall be deemed to be in default of this Lease. Palmetto shall give the Club notice of the default, and if the default is not cured within sixty (60) days of said notice (ten (10) days if the default is the failure of the Club to provide insurance) then Palmetto shall have the right to cancel and terminate this Lease and to take possession of and enter into the premises, retaining for its own use and benefit, any and all improvements thereon.

15. The Club does hereby agree to maintain, during the term of this Lease, or any renewal thereof, a fence along the Northern

boundary of the property leased to Club, running from the Eastern boundary to the Western boundary of the leased premises.

16. All notices under this Lease shall be in writing, and shall either be hand delivered, or delivered by certified mail, return receipt requested, with sufficient postage to reach its destination. Notice shall be given to Palmetto and the Club at the following addresses:

City of Palmetto
516 - 8th Avenue
Palmetto, Florida 34221
Attn: Mayor

Manatee County Girls Club, Inc.
538 - 12th Street West
Bradenton, Florida 34205
Attn: Executive Director

The place where notice is given, may be changed from time to time by giving notice of such change at least thirty (30) days prior to the effective date of such change.

17. This Lease contains the entire agreement of the parties. This Lease shall not be changed except by in writing signed by the parties hereto.

18. Notwithstanding the provisions of Paragraph 13 herein, the Club shall have a period of two (2) years from the commencement date of this Lease in which to construct a building on the Property. The Club shall not be obligated to occupy or use the premises in accordance with Paragraph 5 until the earlier of the issuance of a Certificate of Occupancy for the building or two (2) years from the commencement date of this Lease.

IN WITNESS WHEREOF, Palmetto has caused these presents to be duly executed in its name by its Mayor, attested by its City Clerk,

and its official corporate seal to be hereunto affixed, and the Club has caused these presents to be duly executed in its name by its President, attested by its Secretary, and its corporate seal to be hereunto affixed, in duplicate, on this the day and year first above written.

CITY OF PALMETTO

By: 

Mayor

ATTEST:

By: Mary Jean Forester

City Clerk

MANATEE COUNTY GIRLS CLUB, INC.

By: 

President

ATTEST:

By: 

Secretary

BOUNDARY DESCRIPTION

Girls Club Description

All lands lying in Lots 1, 2, and 3, Block 7 of the Re-Sub of Jackson Factory Subdivision.

EXHIBIT "A"

OFFICE
F.C. 11

AGREEMENT
FOR
USAGE AND MAINTENANCE
BY AND BETWEEN
MANATEE COUNTY AND THE BOYS AND GIRLS CLUB
OF MANATEE COUNTY, PALMETTO BRANCH

*Manatee Co.
Boys & Girls
Club
Agreement*

THIS AGREEMENT, entered into by and between Manatee County, a political subdivision of the State of Florida with a mailing address of Post Office Box 1000, Bradenton, Florida 34206 and The Boys and Girls Club of Manatee County, Palmetto Branch, hereinafter "The Boys and Girls Club", a not-for-profit youth services organization, with a mailing address of P. O. Box 315, Bradenton, Florida 34206.

WHEREAS, The Boys and Girls Club and The City of Palmetto heretofore by mutual agreement have caused baseball and/or softball diamonds, soccer and/or football fields (hereinafter referred to as the "outdoor facilities") to be constructed upon the outdoor leased real property of The Boys and Girls Club (leased from the City of Palmetto, Florida, refer to attached copy of said lease of May 21, 1990), for the use and benefit of programs of The Palmetto Boys and Girls Club, and

WHEREAS, the Palmetto City Council on November 17, 1994 consented (copy of consent letter attached) to the Boys and Girls Club entering in to this Agreement with Manatee County and to the programs of the Manatee County Parks and Recreation Department, on the leased property, and

WHEREAS, the construction, operation and maintenance of said outdoor facilities have been and will be advantageous to the parties hereto and the public and it is anticipated that in the future there may be additional outdoor facilities provided under this arrangement, and

WHEREAS, it is expedient and to the best interests of the parties hereto to memorialize the arrangement in writing to the extent hereinafter set forth.

WITNESSETH, for and in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. The operation and use of all outdoor facilities shall be under the direct control and supervision of The Boys and Girls Club for regularly and specially scheduled Boys and Girls Club activities and programs. The facilities shall be made available to the County for scheduling activities and programs as indicated in paragraph 5 and which will be generally supervised by the County.

2. The maintenance and upkeep of the outdoor facilities shall be the joint responsibility of the County and The Boys and Girls Club. The County and The Boys and Girls Club will negotiate cost-sharing of any major costly outdoor facilities renovations. In the event the County deems it expedient and to the best interests of the public to construct additional permanent, temporary or moveable outdoor facilities upon any particular owned and leased real property of The Boys and Girls Club, then and in that event, the County shall first obtain the written approval of The Boys and Girls Club. Prior to construction the location, design and general layout of any such outdoor facilities shall be subject to the specific written approval of The Boys and Girls Club. Any such outdoor facilities shall be constructed at the sole cost and expense of the County.

3. Each of the parties shall maintain commercial public liability insurance or self-insurance, in type and amounts customarily carried by them or set by law, ordinance or regulation, but at least \$100,000 per person and \$200,000 per occurrence. Each party agrees to indemnify and hold harmless the other party for the negligent acts or omissions of its own officers, agents and employees arising from maintenance, upkeep or use of the outdoor facilities.

4. The County hereby designates the Director of the Parks and Recreation Department of the County as its authorized representative in connection with the administration of this agreement and said Director may name an alternate authorized representative to serve in the absence of said Director. The Boys and Girls club hereby designates its Executive Director as



the authorized representative of The Boys and Girls Club in connection with the administration of this agreement and said Executive Director may name an alternate authorized representative to serve in the absence of said Executive Director. It is specifically recognized that the Club Director of the Palmetto Boys and Girls Club shall be responsible for the general supervision of The Boys and Girls Club activities and uses of said outdoor facilities.

"5. The authorized representatives of the parties shall cause an annual listing, as defined in attachment "A", to be prepared of the general nature and use of all existing outdoor facilities located at the Palmetto site. The listing shall be based on year round usage to assist the parties in carrying out the intent and purpose of this agreement and to facilitate scheduling use of the outdoor facilities."

6. Each of the parties hereby covenants to the other party hereto that it has lawful authority to enter into this agreement, that the governing body of each of the parties has approved this agreement and that the governing body of each of the parties has authorized the execution of this agreement in the manner hereinafter set forth.

7. This agreement may be cancelled by mutual agreement of each of the parties or by written notice by one party to the other at least 90 days prior to the effective date of the cancellation.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed, in duplicate, this _____ day of _____, 1995.

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

COUNTY OF MARATEE, FLORIDA
Board of County Commissioners

By: _____
Chairman, Stan Stephens

ATTEST: WM. L. EDMONDSON
EXECUTIVE DIRECTOR

BOYS AND GIRLS CLUBS OF
MARATEE COUNTY, INC.

By: W. C. Taylor
President, L. C. Taylor

AMENDMENT #1 TO AGREEMENT
FOR USAGE AND MAINTENANCE
BY AND BETWEEN
MANATEE COUNTY AND THE BOYS AND GIRLS CLUB
OF
MANATEE COUNTY, PALMETTO BRANCH

THIS AMENDMENT #1 to the Agreement entered into on January 10, 1995, by and between Manatee County a political subdivision of the State of Florida with a mailing address of Post Office Box 1000, Bradenton, Florida 34206 and The Boys and Girls Club of Manatee County, Palmetto Branch, hereinafter "The Boys and Girls Club," a not for profit youth service organization, with a mailing address of P. O. Box 315, Bradenton, Florida 34206, is provided to comply with the terms and conditions of said Agreement.

WHEREAS, Article 2 of "The Boys and Girls Club" Agreement directs the County to obtain prior written approval for the construction of any additional permanent, temporary or moveable outdoor facilities; and

WHEREAS, Manatee County has determined it will be advantageous to the parties hereto and the public to provide ballfield lighting upon the outdoor leased real property of "The Boys and Girls Club"; and

WHEREAS, the lighting of the ballfields shall be constructed at the sole cost and expense of the County and located as shown on Attachment "A"; and

WHEREAS, Manatee County Parks and Recreation Department has been authorized by the County of Manatee Board of County Commissioners to install lighting equipment on Fields 2 and 3 of the leased property of The Boys and Girls Club; and

WHEREAS, The City Council of The City of Palmetto, Florida has by letter of consent, dated July 13, 1995, agreed to waive the provisions of paragraph 9 and 10 of The City of Palmetto Lease with The Boys and Girls Club. The waiver allows the ownership of the lighting equipment to remain with the County if the Agreement between the County and The Boys and Girls Club is cancelled for any reason.

NOW WHEREFORE, the parties hereto agree as follows:

1. The cost of the operation of the lights, the utility charge, is to be borne by the County.
2. The maintenance of the lighting equipment shall be provided by and paid for by the County.
3. This Amendment No. 1 satisfies the written approval requirement of Article 2 of the Agreement.

IN WITNESS HEREOF, the parties have caused this Amendment #1 to the Agreement to be duly executed, in duplicate, this _____ day of _____, 1995.

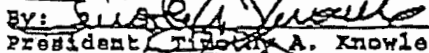
ATTEST: R. B. SHORE
Clark of the Circuit Court

COUNTY OF MANATEE, FLORIDA
Board of County Commissioners

By: _____
Chairman, Stan Stephens

ATTEST: WM. L. EDMONDSON
EXECUTIVE DIRECTOR

BOYS AND GIRLS CLUBS OF
MANATEE COUNTY, INC.

By: 
President, Timothy A. Knowles

Date 7/13/95
Time 8:45 am
☒ Rec'd By Mail
☐ Rec'd By Hand-Delivery
☐ Rec'd By Fax

McGUIRE, PRATT, MASIO & FARRANCE, P.A.
ATTORNEYS AT LAW
SUITE 600
1001 - 3rd AVENUE WEST
P.O. BOX 1866
BRADENTON, FLORIDA 34206
(813) 745-7076
FAX (813) 747-9774

HUGH E. McGUIRE, JR.
CHARLES J. PRATT, JR.
CAROL A. MASIO
ROBERT A. FARRANCE
RICHARD G. GROFF
LAWRENCE W. THOMAS

CARTER H. PARRY, OF COUNSEL

ADDITIONAL JURISDICTIONS
CARTER H. PARRY - MICHIGAN
ROBERT A. FARRANCE - GEORGIA
RICHARD G. GROFF - COLORADO

July 13, 1995

William C. Henry, Esq.,
Assistant County Attorney
P.O. Box 1000
Bradenton, FL

Re: Boys and Girls Club lease from the City of Palmetto

Dear Mr. Henry:

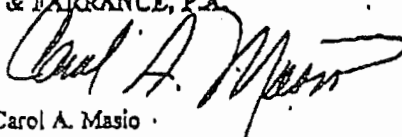
The City Council of the City of Palmetto considered the request of Mr. Daniel Hopkins for permission from the Council for Manatee County to install lighting equipment on fields numbered two and three of the leased property. Although the lease provides that all improvements on the property becomes the property of Palmetto upon termination of the lease, the County has requested that ownership of this lighting equipment remain with Manatee County, should the lease terminate.

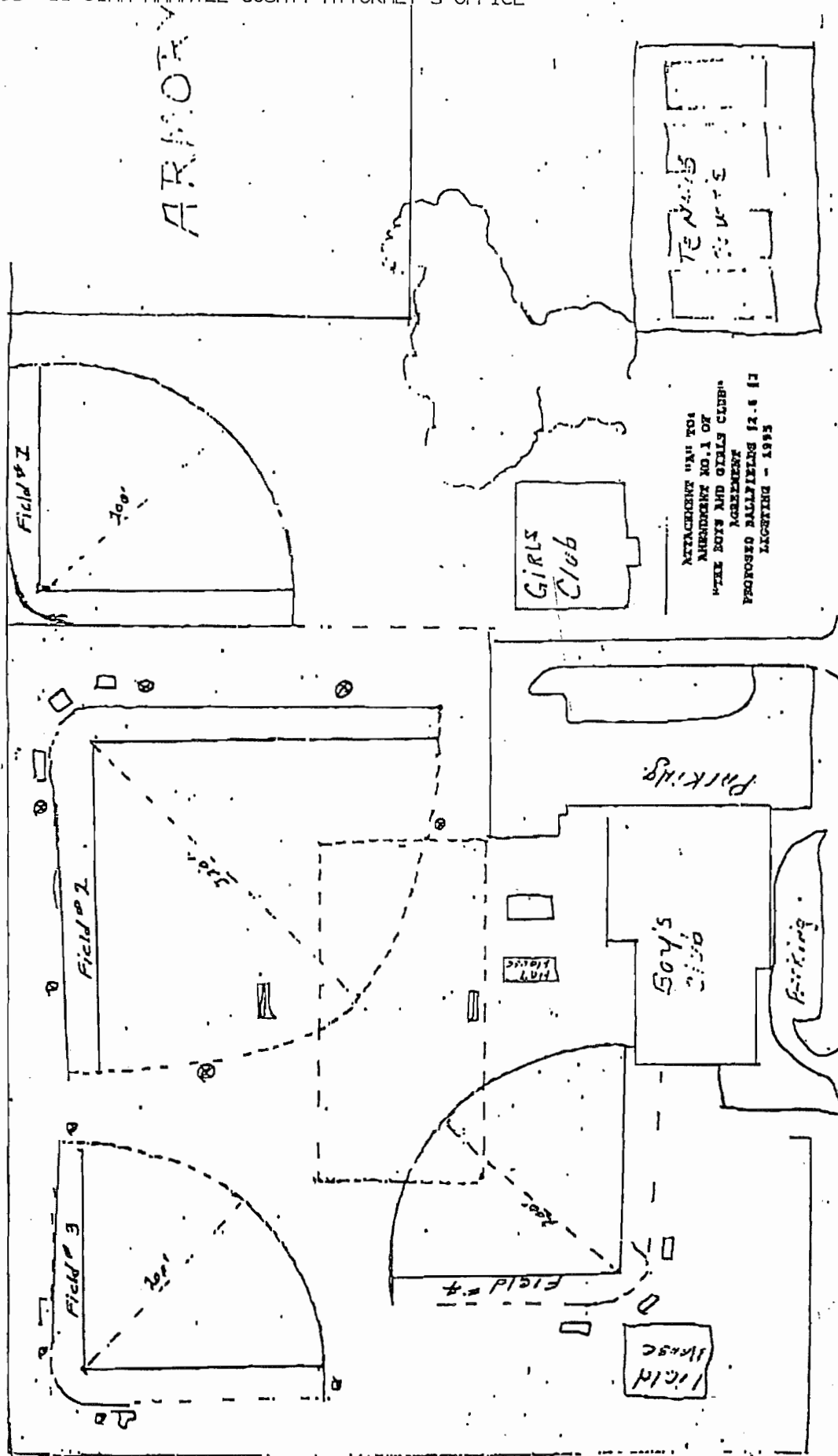
The City Council approved this request under the following conditions: (a) The City of Palmetto will not be held responsible for the expense of the lighting electric bill or the lighting equipment; (b) the approval of this request shall in no way be construed as a waiver of any other provision of the lease.

The Mayor and City Council expressed its appreciation for the County's assistance to the Boys and Girls Club with regard to the lighting. I am hopeful that Manatee County finds this approval acceptable to satisfy its request in regard to this matter. If anything further is needed in this regard, please do not hesitate to contact me.

Sincerely yours,

McGUIRE, PRATT, MASIO
& FARRANCE, P.A.


Carol A. Masio



AMENDMENT #2 TO AGREEMENT
FOR USAGE AND MAINTENANCE
BY AND BETWEEN
MANATEE COUNTY AND THE BOYS AND GIRLS CLUB
OF
MANATEE COUNTY, PALMETTO BRANCH

THIS AMENDMENT #2 to the Agreement entered into on January 10, 1995, by and between Manatee County a political subdivision of the State of Florida with a mailing address of Post Office Box 1000, Bradenton, Florida 34205 and The Boys and Girls Club of Manatee County, Palmetto Branch, hereinafter "The Boys and Girls Club," a not for profit youth service organization, with a mailing address of P. O. Box 315, Bradenton, Florida 34206, is provided to comply with the terms and conditions of said Agreement.

WHEREAS, Article 2 of "The Boys and Girls Club" Agreement directs the County to obtain prior written approval for the construction of any additional permanent, temporary or moveable outdoor facilities; and

WHEREAS, Manatee County has determined it will be advantageous to the parties hereto and the public to provide ballfield lighting upon the outdoor leased real property of "The Boys and Girls Club"; and

WHEREAS, the lighting of the ballfield shall be constructed at the sole cost and expense of the County and located as shown on Attachment "A"; and

WHEREAS, Manatee County Parks and Recreation Department has been authorized by the County of Manatee Board of County Commissioners to install lighting equipment on Field #1 of the leased property of The Boys and Girls Club; and

WHEREAS, The City Council of The City of Palmetto, Florida has by letter of consent, dated XXXX XX, XXXX, agreed to waive the provisions of paragraph 9 and 10 of The City of Palmetto Lease with The Boys and Girls Club. The waiver allows the ownership of the lighting equipment to remain with the County if the Agreement between the County and The Boys and Girls Club is cancelled for any reason.

NOW WHEREFORE, the parties hereto agree as follows:

1. The cost of the operation of the lights,
the utility charge, is to be borne by the
County.
2. The maintenance of the lighting equipment
shall be provided by and paid for by the County.
3. This Amendment No. 2 satisfies the written
approval requirement of Article 2 of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment #2
to the Agreement to be duly executed, in duplicate, this _____
day of _____, 1997.

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

COUNTY OF MANATEE, FLORIDA
Board of County Commissioners

By: _____
Chairman, Stan Stephens

ATTEST: DEBORAH J. VERGES
EXECUTIVE DIRECTOR

BOYS AND GIRLS CLUBS OF
MANATEE COUNTY, INC.

By: _____
President, Timothy A. Knowles

RESOLUTION NO. 90-12

A RESOLUTION OF THE CITY OF PALMETTO, FLORIDA, APPROVING NEW SEPARATE LEASE AGREEMENTS WITH BOYS CLUBS OF MANATEE COUNTY, INC. AND MANATEE COUNTY GIRLS CLUB, INC., AND AUTHORIZING CERTAIN WORK BY THE PUBLIC WORKS DEPARTMENT.

*C.O.P.
+
Assoc. Hills
Club*

WHEREAS, the City of Palmetto, Florida, ("City"), acknowledges and recognizes the benefits to the community of having units of the Boys Clubs of Manatee County, Inc. ("Boys Club") and the Manatee County Girls Club, Inc. ("Girls Club") operating within the City of Palmetto, Florida; and

WHEREAS, the Girls Club needs new facilities; and

WHEREAS, representatives of the Boys Club, Girls Club and the City have entered into extensive negotiations to provide for a new location on a portion of the property currently leased by the City to the Boys Club; and

WHEREAS, to further provide for adequate facilities for both the Boys Club and Girls Club, the City has agreed to provide certain services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALMETTO, FLORIDA, IN REGULAR SESSION ASSEMBLED.

SECTION 1: The Mayor and City Clerk are authorized to accept Lease agreements from representatives of the Boys Club and Girls Club for certain real property as described in said Leases, and said Mayor and City Clerk are authorized to execute such Leases on behalf of the City.

SECTION 2: The Public Works Department of the City of Palmetto, Florida, shall remove the base, roadway, and asphalt surface of that portion of 15th Avenue Drive West being vacated contemporaneous hereto.

SECTION 3: The Public Works Department of the City of Palmetto, Florida, shall remove the building pad, foundation and other improvements located on Lots 1, 2, 3, 4, and 11, Block 4, of the Resub of Jackson Factory Subdivision.

SECTION 4: The Public Works Department of the City of Palmetto, Florida, shall construct a circular drive at the end of

the remaining 15th Avenue Drive West connecting with the parking lot on the East side of the Palmetto Boys Club building.

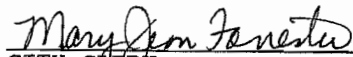
SECTION 5: The Boys Club shall not be required to contribute for the construction and removal described herein.

SECTION 6: This Resolution shall take effect and be enforced from and after its passage, and execution by the Mayor and City Clerk.

PASSED BY THE CITY COUNCIL OF THE CITY OF PALMETTO, FLORIDA,
IN REGULAR SESSION ASSEMBLED, THIS 21 DAY OF May, 1990.


MAYOR

ATTEST:


CITY CLERK