

PES 9/2/2008

TAB 1

CITY OF PALMETTO, FLORIDA  
RESOLUTION NO. 08-\_\_\_\_\_

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA; PROVIDING FOR FINDINGS OF FACT; PROVIDING AN AGREEMENT IN PRINCIPAL THAT THE CITY WILL TAKE CERTAIN ACTIONS AND ENTER INTO CERTAIN AGREEMENTS TO FACILITATE DEVELOPMENT OF A NEW ELEMENTARY SCHOOL TO BE GENERALLY LOCATED AT 1600 10<sup>TH</sup> STREET WEST IN PALMETTO; SUPERSEDING RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions and render municipal services; and,

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law and to enact ordinances in furtherance thereof; and,

WHEREAS, the City of Palmetto ("City") has determined that facilitation of a new elementary school at a particular proposed location within the City of Palmetto is a proper municipal purpose; and

WHEREAS, the School Board of Manatee County ("School Board") , in cooperation with the City and several third parties, proposes to develop a new

elementary school on real property generally located at 1600 10<sup>th</sup> Street West in the City of Palmetto; and

**WHEREAS**, development of a new elementary school on the proposed location requires that the City, the School Board and the aforementioned third parties negotiate and enter into a number of agreements; and

**WHEREAS**, representatives of the City and the School Board have had numerous conversations and meetings, and have reached an agreement in principle regarding development of a new elementary school at the proposed location; and

**WHEREAS**, despite the City's willingness and desire to enter into binding agreements to facilitate development of a new elementary school at the proposed location, the City is mindful of the complexity of those agreements and finds that additional time is needed to negotiate said agreements, and complete fiscal and legal review; and

**WHEREAS**, the City intends this Resolution to be an expression of the City Commission's intent to enter into numerous agreements and take specific action contingent upon the willingness of third parties and other governmental agencies to enter into said agreements and take certain actions upon terms and conditions found to be acceptable by the City Commission; and

**WHEREAS**, the City Commission has determined that adoption of this resolution is in the best interest of the public health, safety and welfare.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Palmetto, Florida, as follows:

Section 1. Findings of Fact. The above-referenced “WHEREAS” clauses are adopted herein as findings of fact.

Section 2. The City of Palmetto hereby endorses location of a new elementary school at or about 1600 10<sup>th</sup> Street West, and agrees in principle to the following:

1. The City of Palmetto agrees to sell the proposed land at the 10<sup>th</sup> St. W. site to the Manatee School District at the appraised price (approximately \$783,000). This sale is subject to resolution of the title uncertainty regarding three lots on the proposed site, and all costs associated with the resolution of this matter will be funded by the Manatee School District.
2. The City of Palmetto agrees to sell approximately 1.6 acres of the subject 10<sup>th</sup> St. W. parcel to the Boys & Girls Club for approximately \$139,200.
3. The City of Palmetto agrees to sell approximately 1.3 acres of the subject 10<sup>th</sup> St. W. parcel to Just For Girls for approximately \$113,000.
4. The City of Palmetto agrees to offer the services of the City’s grants coordinator to help with appropriate phases of the project.
5. The City of Palmetto agrees to accept approximately approx.+/-9 acres of land situated adjacent to 23<sup>rd</sup> St. W. in proximity to Blackstone Park from Manatee Fruit Co. (approx. 6.5 acres) and Manatee County (approx. 2.5 acres). Said land is to be received in acceptable environmental condition such that a little league baseball complex can be constructed thereupon. In return, the City of Palmetto agrees to issue impact fee credit to Manatee Fruit Co. based on an acceptable appraisal. It is anticipated that the approximate amount of the impact fee credit will be \$1,864,375. The City acknowledges that transfer of the subject land is contingent upon reaching an agreement with Manatee Fruit Company concerning relevant terms and conditions.
6. In order to facilitate the assembly of land to be used for the little league baseball complex, the City agrees to vacate a portion of the existing 23<sup>rd</sup> Street.

7. The City of Palmetto agrees to maintain ownership of and keep operational the public tennis courts on the subject site.
8. The City of Palmetto agrees to maintain close coordination with Just For Girls, the Boys and Girls Clubs of Manatee County and the School Board, and where possible include them in cooperative arrangements relating to the new elementary school.
9. The City of Palmetto agrees to work with the North River American Little League (“the Little League”) to define the requirements for the proposed baseball complex, including the number of baseball fields, types, etc. Palmetto will be responsible for constructing the complex and the cost is to be borne by the proceeds of the sale of the parcels to the Boys and Girls Clubs of Manatee County , Just for Girls and to the School Board, expected to total approximately \$1,528,000., with said costs broken down as follows:
  - Construction of complex \$760,000
  - Utilities for complex \$208,000
  - Realignment of 23<sup>rd</sup> St \$560,000

Grants may be explored to help pay for part of the cost. The City of Palmetto will retain ownership of the complex and will lease it to the Little League for \$1.00 per year. Operating costs, including insurance, utilities, etc. will be paid for by the Little League. A suitable lease, or agreement will be developed by Palmetto.

10. The City of Palmetto will offer its support to the Little League organization in negotiating continued maintenance and repair services for the complex by Manatee County.
11. The City of Palmetto agrees to approve the Community Redevelopment Agency’s (CRA) swap of approximately 0.714 acres of land adjacent to the current Palmetto Elementary School for approximately 0.9 acres on the NW corner of 10<sup>th</sup> St. W. and 7<sup>th</sup> St. W. (site of the “FFA” building.)
12. The City of Palmetto agrees to lease to the Manatee School District for \$1.00 per year the use of storm water retention capacity in the Hidden Lakes retention area. Costs associated with improvements or additional operation and maintenance expenses directly related to the additional capacity shall be borne by the Manatee School District.
13. The City of Palmetto understands that the School Board will offer the current Palmetto Elementary School to the City of Palmetto to lease for \$1.00 per year for up to five years unless and until the School Board provides the City

with six months prior written notice of its intention to modify or terminate the lease.

14. The City of Palmetto agrees to authorize the sale of the parcels of land previously purchased by the CRA, adjacent to the current Palmetto Elementary School, to the School Board at the original purchase price of \$1,239,547.30 paid by the CRA, less \$691,197.38, the agreed upon value of the acreage swapped in provision 9., above. The School Board also will pay the City approximately \$18,000 for demolition costs paid by the CRA to remove certain unsafe structures removed from the purchased parcels.
15. The City of Palmetto agrees to accept from the Manatee School District the land needed for the eventual extension of 10<sup>th</sup> Avenue West.
16. The City of Palmetto agrees to expedite as appropriate all development and construction approvals related to the improvements contemplated in this Resolution.
17. The City of Palmetto anticipates receipt of a revised traffic study analyzing trip generation during school drop-off and pick-up hours. In the event said traffic study significantly impacts the level of service on 10<sup>th</sup> Street West, the City shall use best efforts to secure funding and enter into cooperative agreements to achieve the desired level of service.
18. The City of Palmetto acknowledges that siting of a new elementary school as proposed herein is contingent upon Manatee County agreeing to the following:
  - Dedication of +/-2.5 acres of land located adjacent to Blackstone Park
  - Permit relocation of lighting equipment to new baseball complex
  - Facilitate expedited review of all documents by County staff and Commission

Section 3. Resolutions In Conflict. This Resolution hereby supersedes all resolutions, or parts thereof, in conflict herewith to the extent of such conflict.

Section 4. Severability. It is the intent of this Resolution to comply with the requirements of all applicable law and constitutional requirements. If any provision or portion of this Resolution is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then such provision or

portion shall be deemed null and void but all remaining provision and portions of this Resolution shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall take effect immediately unless otherwise provided by law.

PASSED AND DULY ADOPTED, in regular session, by the City Commission of the City of Palmetto, with a quorum present and voting, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF PALMETTO, FLORIDA, BY  
AND THROUGH THE CITY COMMISSION  
OF THE CITY OF PALMETTO

By: \_\_\_\_\_  
LAWRENCE E. BUSTLE, JR., MAYOR

ATTEST: James R. Freeman  
City Clerk

By: \_\_\_\_\_  
City Clerk/Deputy Clerk