

TAB 5

Diane Ponder

From: Jim Freeman
Sent: Wednesday, October 13, 2010 3:45 PM
To: Diane Ponder
Subject: FW: Corrective Deed and Easement/Maintenance Agreement

Diane,

Please include the explanation from Michael in the Commission agenda.

Thanks,

Jim Freeman, CMC, CIA
City Clerk- City of Palmetto
516 8th Ave West
Palmetto, FL 34221
(Phone) 941.723.4570
(Fax) 941.723.4576

From: Michael Hankin [mailto:mhankin@sarasotalawfirm.com]
Sent: Wednesday, October 13, 2010 3:32 PM
To: Jim Freeman; mayor
Cc: Jerilyn H. Reed
Subject: RE: Corrective Deed and Easement/Maintenance Agreement

Corrective Stormwater Easement and Maintenance Agreement – The legal description on page 11 of the document has been corrected. The previously incorrect call was on line 7 of the second paragraph of the description. It previously stated "314.14 feet" and it now correctly states "341.14 feet"

Corrective Deed – The change was made on in the same location on Exhibit A.

Michael T. Hankin
Hankin, Persson, Davis, McClenathen & Darnell
1820 Ringling Boulevard
Sarasota, Florida 34236
Phone: (941) 957-0080
Fax: (941) 957-0558

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-----Original Message-----

From: Jim Freeman [mailto:jfreeman@palmettofl.org]
Sent: Wednesday, October 13, 2010 3:01 PM
To: Michael Hankin; mayor
Cc: Jerilyn H. Reed
Subject: RE: Corrective Deed and Easement/Maintenance Agreement

Michael,

This item is on the agenda for approval next Monday. I should be able to send you the corrected documents next Tuesday or Wednesday. In preparation for the meeting, can you tell me specifically what changes were made (i.e., page number, document, etc.). I want to make sure I have that information in case Commission asks the question.

Thanks,

Jim Freeman, CMC, CIA
City Clerk- City of Palmetto
516 8th Ave West
Palmetto, FL 34221
(Phone) 941.723.4570
(Fax) 941.723.4576

From: Michael Hankin [mailto:mhankin@sarasotalawfirm.com]
Sent: Tuesday, September 07, 2010 11:48 AM
To: Jim Freeman; mayor
Cc: Jerilyn H. Reed
Subject: Corrective Deed and Easement/Maintenance Agreement

Hello Mayor and Mr. Freeman:

Attached please find a Corrective Warranty Deed and Corrective Stormwater Easement and Maintenance Agreement for your review and execution. These documents are necessary to correct a scrivener's error in the legal description of the property.

Once the documents have been executed, please forward the originals to my office.

Should you have any questions, please do not hesitate to contact me.

Thank you.

Michael T. Hankin
Hankin, Persson, Davis, McClenathen & Darnell
1820 Ringling Boulevard
Sarasota, Florida 34236
Phone: (941) 957-0080
Fax: (941) 957-0558

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PREPARED BY AND AFTER RECORDING

RETURN TO:

Jerilyn Hattendorf, Esquire
Kirk-Pinkerton, P.A.
1301 6th Avenue West, Suite 401
Bradenton, Florida 34205
(941) 364-2400

_____ [Space Above This Line for Recording Data] _____

**STORMWATER EASEMENT and MAINTENANCE AGREEMENT
(Corrective)**

This is a corrective document, correcting a scrivener's error in the legal description contained in Exhibit "B" of the Stormwater Easement and Maintenance Agreement recorded in Official Record Book 2309, Page 6893, of the Public Records of Manatee County, Florida.

THIS EASEMENT is entered into this _____ day of _____, 2010 by and among The City of Palmetto, a Florida municipal corporation ("City"), The School Board of Manatee County, Florida, a public body corporate ("School Board") and Palmetto Pines Investments, LLC, a Florida limited liability company (hereinafter the "Boys and Girls Club").

INTRODUCTON

- A. School Board intends to construct an educational facility upon a parcel of real property on 10th Street West in the City of Palmetto, Manatee County, Florida, which is described on Exhibit A attached hereto (the "School Site"); and
- B. Boys and Girls Club intends to construct a new facility upon a parcel of real property on 10th Street West in the City of Palmetto, Manatee County, Florida, which is described on Exhibit B attached hereto (the "Boys and Girls Club Site"); and
- C. In order for the School Board and Boys and Girls Club to construct the respective new facilities, the School Board and Boys and Girls Club must first enter into a number of agreements to assist with the development, including agreements to facilitate flowage and drainage of stormwater for the School Site and Boys and Girls Club Site; and
- D. School Board and Boys and Girls Club have determined it to be in their best interest and that it will enhance all intended developments and facilities to obtain for the benefit of the School Site and the Boys and Girls Club Site, certain easements and rights over land owned by the City (the "City Land") as depicted on Exhibit C attached hereto (the "**Stormwater Retention Area**") for stormwater retention and drainage as more particularly described hereinafter.

E. School Board and Boys and Girls Club have determined it to be in their best interest and that it will enhance the development of and the facilities of the Boys and Girls Club to obtain for the benefit of the Boys and Girls Club Site, certain easements and rights over the land owned by the School Board, as depicted on Exhibit D attached hereto, for stormwater flowage and drainage (the “**Stormwater Flowage Area**”).

PROVISIONS

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound legally hereby, covenants and agrees as follows:

1. **Introduction.** The statements in the foregoing introduction are true and correct and are made a part of this Easement as if fully set forth herein.

2. **Temporary Construction and Access Easement.** The City hereby grants, establishes, gives and conveys to the School Board and Boys and Girls Club, their successors and assigns, a temporary non-exclusive access and construction easement upon the Stormwater Retention Area in order to design, place, construct, and make modifications and improvements, as necessary, to expand the existing lake located within the Stormwater Retention Area and to make all necessary improvements required to provide appropriate drainage needs for the School Site and the Boys and Girls Club Site. It is however understand by the parties that the necessary improvements within the temporary non-exclusive access and construction easement are the responsibility of the School Board. It is further understood and agreed that at such time as the School Site is developed with a school and the Boys and Girls Club Site is developed with a new facility, the easement granted herein shall automatically terminate and become of no further force or effect. Any and all permits required for modifications and improvements made to the Stormwater Retention Area or within the Stormwater Flowage Area by the School Board, which are required prior to termination of the temporary non-exclusive access and construction easement as provided in this section, shall be obtained at the sole cost and expense by School Board, with City and Boys and Girls Club providing support as needed to obtain permits. Prior to approval of any permits, the City shall have the right to obtain a copy of the permit application and review and approve any proposed conditions of such permit application prior to acceptance by School Board.

3. **Stormwater Retention Area Easement to School Board.** The City hereby grants, establishes, gives and conveys to the School Board, their successors and assigns forever, a perpetual non-exclusive easement appurtenant to the School Site for use of the Stormwater Retention Area for retention of stormwater runoff from the School Site.

4. **Stormwater Retention Area Easement to Boys and Girls Club.** The City hereby grants, establishes, gives and conveys to the Boys and Girls Club, their successors and assigns forever, a perpetual non-exclusive easement appurtenant to the Boys and Girls Club Site for use of the Stormwater Retention Area for retention of stormwater runoff from the Boys and Girls Club Site.

5. **Stormwater Flowage Easement to Boys and Girls Club.** The School Board hereby grants, establishes, gives and conveys to the Boys and Girls Club, their successors and assigns forever, a perpetual non-exclusive easement appurtenant to the Boys and Girls Club Site for the use of the Stormwater Flowage Area for flowage of stormwater from the Boys and Girls Club Site, across the School Site, to the Stormwater Retention Area.

6. **Maintenance by City of Stormwater Retention Area.** The Stormwater Retention Area will contain flowage, drainage and retention areas that form a part of the integrated surface water management system facilities for the School Site and the Boys and Girls Club Site, and shall be preserved and maintained for those purposes in accordance with applicable governmental approvals for the development and ongoing maintenance of all facilities. It is understood by the City that the Stormwater Retention Areas must be adequate to handle stormwater runoff from the School Site and the Boys and Girls Club Site. The City shall not take any action which modifies the Stormwater Retention Area and surface water management system in a manner which changes the flow or drainage of surface water, except to the extent the same is expressly permitted hereby or required by other governmental entities and approved by the requisite governmental or quasi-governmental authorities and also agreed upon in writing by the School Board and the Boys and Girls Club. All parties hereby agree that they will not place any item into their respective integrated surface water management systems which may result in harm to the overall integrated surface water management system, including but not limited to excessive fertilizer or other matters which will negatively impact the operations of the system. The City shall be responsible for the management, maintenance, monitoring and operation of the Stormwater Retention Area and the City shall keep and maintain the Stormwater Retention Area in an ecologically sound condition for water retention, water detention, drainage and all water management purposes in compliance with all governmental requirements. City will maintain the performance standards provided by the Southwest Florida Water Management District ("SWFWMD"), which have been incorporated into the construction and design of the Stormwater Retention Area. The actual cost of maintenance of the Stormwater Retention Area shall be paid by the City. However, in the event either the Boys and Girls Club or the School Board are required to enter upon the Stormwater Retention Area to conduct any required maintenance not performed by the City, the City hereby grants a temporary non-exclusive maintenance easement to the respective grantee, which said temporary maintenance easement shall terminate immediately upon completion of any required maintenance. In addition, all parties hereby agree that the operation and maintenance costs borne by Boys and Girls Club will be paid in the form of stormwater management fees imposed by the City by way of non *ad valorem* assessments.

7. **Maintenance by School Board of Stormwater Flowage Area.** The Stormwater Flowage Area will contain flowage and drainage areas that form a part of the integrated surface water management system facilities for the School Site and the Boys and Girls Club Site, and shall be preserved and maintained for those purposes in accordance with applicable governmental approvals for the development and ongoing maintenance of all facilities. It is understood by the School Board that the Stormwater Flowage Area must be adequate to handle stormwater flowage needs from the School Site and the Boys and Girls Club Site to the Stormwater Retention Area. The School Board shall not take any action which

modifies the Stormwater Flowage Area and surface water management system in a manner which changes the flow or drainage of surface water, except to the extent the same is expressly permitted hereby and approved by the requisite governmental or quasi-governmental authorities and also agreed upon in writing by the School Board and the Boys and Girls Club. The School Board shall be responsible for the management, maintenance, monitoring and operation of the Stormwater Flowage Area and the School Board shall keep and maintain the Stormwater Flowage Area in an ecologically sound condition for water drainage and all water management purposes in compliance with all governmental requirements. School Board will maintain the performance standards provided by the Southwest Florida Water Management District ("SWFWMD"), which have been incorporated into the construction and design of the Stormwater Flowage Area. The actual cost of maintenance of the Stormwater Flowage Area shall be paid by the School Board. However, in the event either the City or the Boys and Girls Club are required to enter upon the Stormwater Flowage Area to conduct any required maintenance not performed by the School Board, the School Board hereby grants a temporary non-exclusive maintenance easement to the respective grantee, which said temporary maintenance easement shall terminate immediately upon completion of any required maintenance.

8. **Miscellaneous.**

a. **Enforcement; Indemnification.** Without limiting any remedy provided for in this Easement, the School Board and/or the Boys and Girls Club, and their successors and assigns, shall have the right to enforce, by proceedings at law or in equity, all easements and covenants imposed by the provisions of this Easement, or any amendment hereto. In addition, in the event the City does not perform its obligation to maintain, repair or replace any easement or improvement as provided in this Easement, after thirty (30) days written notice with opportunity to cure, the School Board and/or the Boys and Girls Club may take such measures they deem appropriate to remedy such failure, including but not limited to, construction, installation, maintenance, replacement, or removal of any or all of such easement or improvement. The City shall reimburse the curing party any cost of such action to remedy such failure within five (5) days of the City's receipt of an invoice therefore. Despite the foregoing, however, the City shall not be in default if the default is of a nature that a cure takes more than thirty (30) days to complete, so long as the City begins the cure within thirty (30) days and diligently completes the cure, and so long as the School Board and/or the Boys and Girls Club is not prejudiced by the delay.

In the event of any default hereunder, the School Board and/or the Boys and Girls Club shall give notice thereof to the City specifying the alleged default, and the City shall have thirty (30) days after the receipt of the written notice within which to cure such default. If such default has not been cured within such thirty (30) day period, then the curing party shall have any and all rights afforded to it by this Easement, or otherwise at law or in equity, including, without limitation, the right of self-help and the right to seek specific performance. Despite the foregoing, however, the City shall not be in default if the default is of a nature that a cure takes more than thirty (30) days to complete, so long as the City begins the cure within thirty (30) days and diligently completes the cure, and so long as the School Board and/or the Boys and Girls Club are not prejudiced by the delay.

d. **No Waiver.** Failure by the School Board and/or the Boys and Girls Club to enforce any easement, covenant, or restriction herein contained in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other easement, covenant, or restriction.

e. **Cumulative Remedies.** All rights, options, and remedies of the City, the School Board and/or the Boys and Girls Club under this Easement are cumulative, and no one of them shall be exclusive of any other, and the City, the School Board and/or the Boys and Girls Club shall have the right to pursue any one or all of such rights, options, and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

f. **Severability.** Invalidation of any one or a portion of the easements, covenants or restrictions contained herein by judgment or court order shall in no way affect any other of the provisions of this Agreement, which shall remain in full force and effect.

g. **Covenants to Run with the Land; Amendment.** The easements granted herein shall run with and bind the City Land, the Boys and Girls Site and the School Site, and the easement areas as described herein, and shall inure to the benefit of and be enforceable by the School Board and/or the Boys and Girls Club, their successors and assigns. This Easement may be amended only by a writing that is signed and acknowledged by all parties to this Easement, with formalities equal to this instrument and thereafter recorded on the Public Records of Manatee County, Florida with the consent of their respective mortgagees.

h. **Paragraph Headings.** The Paragraph headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

i. **Singular Includes Plural.** Whenever the context of this Easement requires same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

j. **Attorney's Fees.** In the event that an action is instituted to construe, interpret or enforce any of the provisions in this Easement or to declare the rights of a party hereunder or the successor or assignee of a party hereunder, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' and paralegal assistants' fees and costs, whether incurred before, during or at trial, on appeal or in federal bankruptcy or reorganization proceedings.

k. **Notices.** Any notice which must or may be given to the School Board, the City, the Boys and Girls Club, or their successors or assigns under the provisions of this Easement shall be in writing, and shall be deemed to have been given on the day personally delivered, or one (1) day after the date deposited in Federal Express or other courier service that guarantees delivery on the following day that is not a legal holiday, or five (5) days after the date deposited in the United States Mail, certified or registered, postage prepaid, addressed as follows:

City: City of Palmetto
518 8th Avenue West
Palmetto, Florida 34221
Attn: Shirley Bryant, Mayor
Fax: (941) 722-8557

With a copy to:
City of Palmetto
518 8th Avenue West
Palmetto, Florida 34221
Attn: Jim Freeman, City Clerk
Fax: 941/723-4576

With a copy to:
David P. Persson, Esq.
Hankin, Persson, Davis, McClenathen & Darnell
1820 Ringling Blvd.
Sarasota, FL 34236
FAX (941) 365-3259

School Board: Manatee County School Board
215 Manatee Avenue West
Palmetto, Florida 34205
Attn: Tim McGonegal, Superintendent
Fax: 941/708-8686

With copy to: Manatee County School Board
The Matzke Complex
2802-B 27th St. East
Bradenton, FL 34208
Attn: Michael Pendley, School Planner
Fax: (941) 708-8832

With copy to: Mark P. Barnebey
Kirk Pinkerton, P.A.
1301 6th Avenue West, Suite 401
Bradenton, Florida 34205
Fax: 941- 744 -9691 and 941-364-2490

Boys and Girls Club: Palmetto Pines, LLC c/o Boys and Girls Club of Manatee County, Inc.
6220 Manatee Avenue West, Suite 201
Bradenton, Florida 34209
Attn: Carl Weeks, Executive Director
Fax: 941/761-2462

With a copy to: Timothy A. Knowles, Esq.
Porges, Hamlin, Knowles, et al.
1205 Manatee Avenue West
Bradenton, Florida 34205
Fax: 941/746-4160

Any party may change its address from time to time by giving written notice to the other party.

1. **Construction, Notice and Acceptance.** Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of the City Land or the School Site, or the easement areas described herein, is and shall be conclusively deemed to have consented and agreed to every covenant, restriction and easement contained herein, whether or not any reference to this Easement is contained in the instrument by which such person or entity acquired an interest in any such property.

m. **Governing Law.** This Easement is made in the State of Florida and the validity, construction, and enforceability of this Easement and each of its provisions shall be governed by applicable laws of the State of Florida.

n. **No Public Dedication.** The easement rights created by this Easement shall not constitute a dedication for public use.

o. **Exhibits.** The following exhibits are attached hereto and made a part hereof:

- Exhibit "A"** -- School Site
- Exhibit "B"** -- Boys and Girls Club Site
- Exhibit "C"** -- Stormwater Retention Area
- Exhibit "D"** -- Stormwater Flowage Area

IN WITNESS WHEREOF, the City has caused this Easement to be executed as of the day and year first above written.

ATTEST: James R. Freeman
City Clerk

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

By: _____
James Freeman, City Clerk

By: _____
Shirley G. Bryant, Mayor

STATE OF Florida
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Shirley G. Bryant, Mayor of the City of Palmetto, a municipal corporation of the State of Florida, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC Signature

(SEAL)

IN WITNESS WHEREOF, the School Board has caused this Easement to be executed as of the day and year first above written.

**Signed, sealed and delivered
in the presence of:**

_____ Signature _____ Print Name _____ Signature _____ Print Name Approved to Form and Legal Sufficiency By: _____	SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate By: _____ _____ Chairman ATTEST: _____ Superintendent Date Executed: _____, 2010
--	---

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2010, by _____, as _____ of The School Board of Manatee County, Florida, a public body corporate. He/She is personally known to me or has provided _____ as identification.

Notary Public – State of Florida
My Commission Expires: _____
My Commission Number: _____

LEGAL DESCRIPTION

EXHIBIT "A"

DESCRIPTION (SCHOOL BOARD PARCEL)

A PORTION OF BLOCKS 3, 4, 5, 6, 7 AND 8, RE-PLAT OF JACKSON FACTORY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 317, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALONG WITH THE VACATED STREETS AND ALLEYS, VACATED BY RESOLUTION 90-11, AS RECORDED IN OFFICIAL RECORDS BOOK 1298, PAGE 1977, AND IN OFFICIAL RECORDS BOOK 1569, PAGE 3497, AND BY ORDINANCE NO. 09-993 RECORDED IN OFFICIAL RECORDS BOOK 2301, PAGE 1057, AND BY RESOLUTION 62-2, AS RECORDED IN OFFICIAL RECORDS BOOK 2303, PAGE 1114, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL BOUNDARY:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 6, RE-PLAT OF JACKSON FACTORY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 317, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT- OF-WAY LINE OF 10TH STREET WEST AND THE EAST RIGHT-OF-WAY LINE OF 17TH AVENUE WEST; THENCE N00°02'07"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 341.14 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N00°02'07"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 265.50 FEET TO THE POINT OF INTERSECTION OF SAID RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF 12TH STREET WEST; THENCE S89°55'39"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 856.48 FEET; THENCE S00°11'21"E, 606.64 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF 10TH STREET WEST; THENCE N89°55'39"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 55.00 FEET; THENCE N00°11'21"W, 350.00 FEET; THENCE N89°55'39"W, 166.00 FEET; THENCE S00°11'21"E, 350.00 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF 10TH STREET WEST; THENCE N89°55'39"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 367.10 FEET; THENCE N00°02'07"W, 146.64 FEET; THENCE N31°07'22"W, 128.25 FEET; THENCE N00°04'22"E, 154.79 FEET; THENCE N89°55'38"W, 60.00 FEET; THENCE S00°04'22"W, 70.00 FEET; THENCE N89°55'39"W, 143.94 FEET TO THE POINT OF BEGINNING. THE ABOVE ALL LYING AND BEING IN SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

EXHIBIT "B"
Boys and Girls Club Site

DESCRIPTION

A PORTION OF BLOCKS 5 AND 6, RE-PLAT OF JACKSON FACTORY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 317, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALONG WITH THE 11TH STREET WEST VACATED RIGHT-OF-WAY AND THE VACATED ALLEY LYING WITHIN THE FOLLOWING PARCEL BOUNDARY, VACATED BY RESOLUTION 90-11, AS RECORDED IN OFFICIAL RECORDS BOOK 1298, PAGE 1977, AND IN OFFICIAL RECORDS BOOK 1569, PAGE 3497, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALL LYING IN SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 6, RE-PLAT OF JACKSON FACTORY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 317, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 10TH STREET WEST AND THE EAST RIGHT-OF-WAY LINE OF 17TH AVENUE WEST; THENCE N00°02'07"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 341.14 FEET; THENCE S89°55'39"E, 143.94 FEET; THENCE N00°04'22"E, 70.00 FEET; THENCE S89°55'38"E, 60.00 FEET; THENCE S00°04'22"W, 154.79 FEET; THENCE S31°07'22"E, 128.25 FEET; THENCE S00°02'07"E, 146.64 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF 10TH STREET WEST; THENCE N89°55'39"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING.

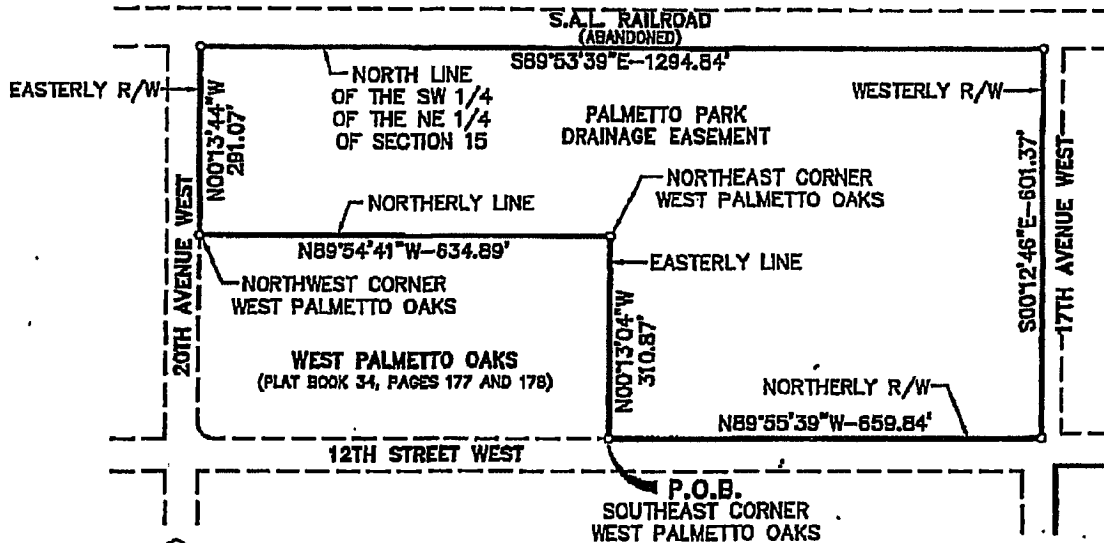
EXHIBIT "C"
STORMWATER RETENTION AREA


DESCRIPTION: PALMETTO PARK - DRAINAGE EASEMENT

THE NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, LESS THE SW 1/4 THEREOF AND LESS THE SOUTH 20.0 FEET OF THE NORTH 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1459, PAGE 2484, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.


BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF "WEST PALMETTO OAKS", A SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGES 177 AND 178, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE N00°13'04"W, ALONG THE EASTERLY LINE OF SAID "WEST PALMETTO OAKS", A DISTANCE OF 310.87 FT. TO THE NORTHEAST CORNER THEREOF; THENCE N89°54'41"W, ALONG THE NORTHERLY LINE OF SAID "WEST PALMETTO OAKS", A DISTANCE OF 634.89 FT. TO THE NORTHWEST CORNER THEREOF, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY OF "20TH AVENUE WEST"; THENCE N00°13'44"W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 291.07 FT. TO THE INTERSECTION WITH THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 15; THENCE S89°53'39"E, ALONG SAID NORTH LINE, A DISTANCE OF 1294.84 FT. TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF "17TH AVENUE WEST"; THENCE S00°12'46"E, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 601.37 FT. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF "12TH STREET WEST"; THENCE N89°55'39"W, ALONG THE NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 659.84 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 15, TOWNSHIP, 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.




NORTH
 NOT TO SCALE
SKETCH OF DESCRIPTION
 NOT A SURVEY

LEGEND:	
P.O.B.	= POINT OF BEGINNING
O.R.	= OFFICIAL RECORDS
R/W	= RIGHT-OF-WAY
o	= ANGLE POINT ONLY, NO CORNER FOUND OR SET

MARCH 16, 2009
 DATE OF CERTIFICATE

 KENNETH G. KOLARIK
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA CERTIFICATE NO. 5116

BEARINGS ARE BASED ON AN ASSUMED MERIDIAN, WITH A BEARING OF S89°53'39"E, FOR THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 2241

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7648.4 DRAWN BY: T.BALL SCALE: NONE SHEET NUMBER 1 OF 1

LOMBARDO, FOLEY & KOLARIK, INC.

Consulting Engineers, Surveyors and Planners

P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



EXHIBIT "D"
STORMWATER FLOWAGE AREA


DESCRIPTION:

A 16.0 FT. WIDE DRAINAGE EASEMENT LYING 8.0 FT. EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, TO WIT:

COMMENCE AT THE NORTHWEST CORNER OF LOT 7, BLOCK 5 OF THE REPLAT OF "JACKSON'S FACTORY SUBDIVISION," AS RECORDED IN PLAT BOOK 1, PAGE 317, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF "12TH STREET WEST" (BARRY AVENUE PER PLAT); THENCE S89°55'39"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 8.00 FT. FOR A POINT OF BEGINNING; THENCE S00°02'07"E, ALONG SAID EASEMENT CENTERLINE, A DISTANCE OF 265.50 FT. TO THE TERMINUS POINT OF SAID EASEMENT CENTERLINE, BEING AND LYING IN SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

(REFER TO SHEET 2 FOR SKETCH)

JUNE 1, 2009
DATE OF CERTIFICATE


KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5116

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 2241.
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOB NUMBER: 7634.1

SHEET NUMBER 1 OF 2

LOMBARDO, FOLEY & KOLARIK, INC.

Consulting Engineers, Surveyors and Planners

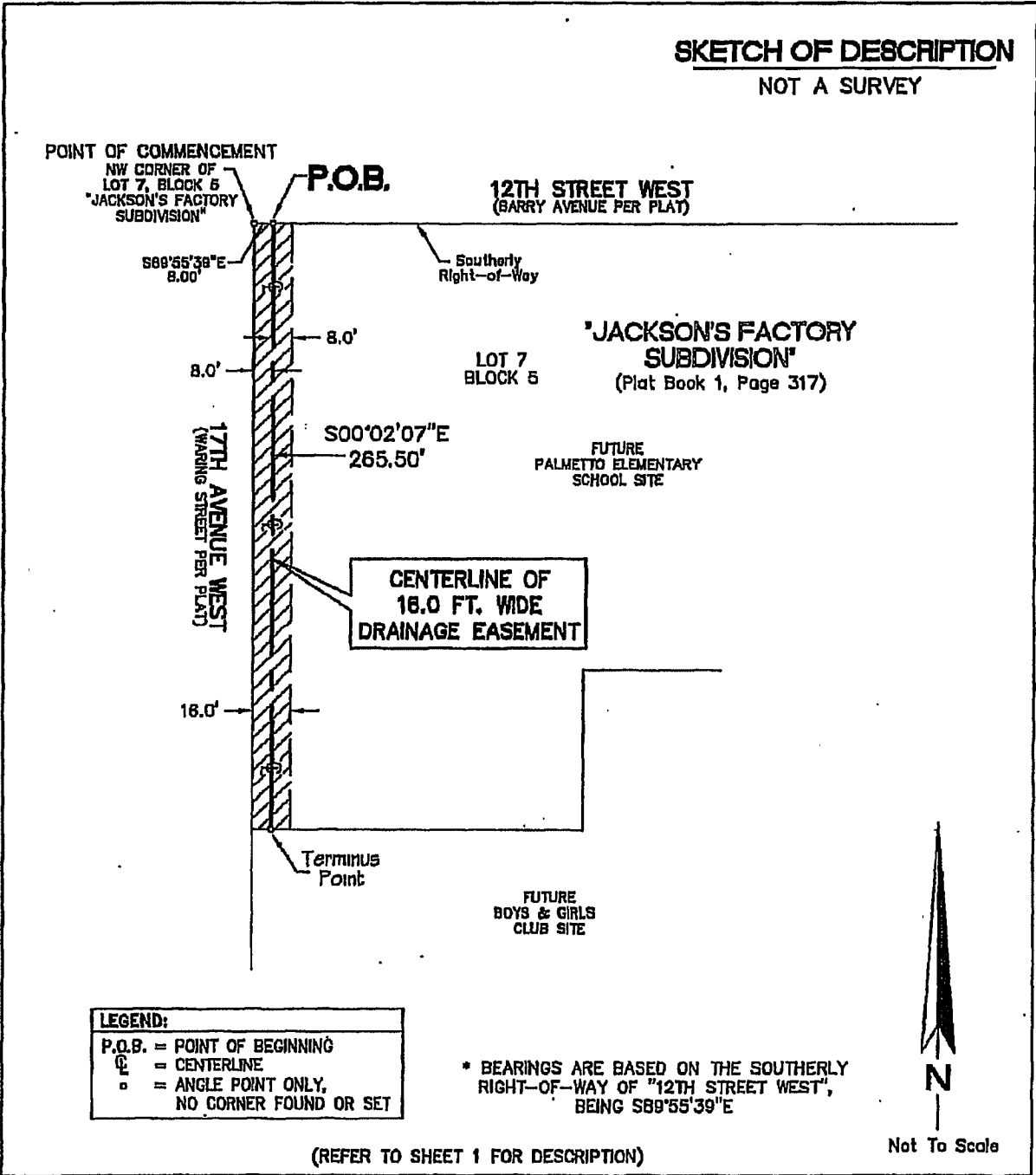
P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (941) 722-4561



PELUTTSK.DWG 060109 paula

SKETCH OF DESCRIPTION

NOT A SURVEY



PEUTTSK.DWG 060109 paula

LEGEND:	
P.O.B.	= POINT OF BEGINNING
CL	= CENTERLINE
o	= ANGLE POINT ONLY, NO CORNER FOUND OR SET

* BEARINGS ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY OF "12TH STREET WEST", BEING S88°55'39"E

(REFER TO SHEET 1 FOR DESCRIPTION)

Not To Scale

JOB NUMBER: 7834.1 DRAWN BY: PAULA SCALE: NONE SHEET NUMBER 2 OF 2

LOMBARDO, FOLEY & KOLARIK, INC.

Consulting Engineers, Surveyors and Planners

P.O. Box 188 • 825 4th Street West • Palmetto, Florida 34221 • (841) 722-4501



This instrument prepared by:
Timothy A. Knowles, Esquire
Porges, Hamlin, Knowles & Prouty, P.A.
Post Office Box 9320
Bradenton, Florida 34206
File No.: 8473-04
Price: \$.00

CORRECTIVE SPECIAL WARRANTY DEED

This Corrective Special Warranty Deed made and executed on the ____ day of _____, 2010 between City of Palmetto, a Florida municipal corporation, having its principal place of business at 518 8th Avenue West, Palmetto, Florida 34221, hereinafter called the Grantor, to Palmetto Pines Investments, LLC, a Florida limited liability company, whose post office address is 9 DamonMill Square, Suite 1A, Concord, MA 01742, hereinafter called the Grantee.

Witnesseth: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release and confirm unto the Grantee, all that certain land situated in Manatee County, Florida, viz:

See Exhibit "A" attached hereto and by reference made a part hereof

(Property D.P. No. Part of 2804600001)

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold, the same in fee simple forever.

Grantor covenants that it has proper authority to complete the transaction evidenced by this Special Warranty Deed as reflected in the authorizing minutes attached hereto as Exhibit "B".

And the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise; and that said land is free of all encumbrances except real estate taxes for the year 2009 and subsequent years and all valid easements, restrictions and reservations of record.

Grantor herein releases all of its right, title and interest to the Grantee, in an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on or under the above-described land and an undivided one-half interest in all the petroleum that is or may be in, on, or under said above-described land with the privilege to mine and develop the same, which interest may have been reserved under Section 270.11, Florida Statute.

This Corrective Special Warranty Deed is made, executed and recorded for the sole purpose of correcting a scrivener's error in the legal description in that certain Warranty Deed dated the 20th day of August, 2009 and recorded August 20, 2009 in Official Records Book 2309, Page 6204, of the Public Records of Manatee County, Florida.

In Witness Whereof, the Grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

City of Palmetto, a Florida municipal
corporation by and through the City
Commission of the City of Palmetto

ATTEST: James R. Freeman
City Clerk

By: _____
James R. Freeman, City Clerk

By: _____
Shirley G. Bryant, Mayor

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Shirley G. Bryant, as Mayor and James R. Freeman, as City Clerk of the City of Palmetto, a Florida municipal corporation, on behalf of the corporation. They [] are personally known to me or [] who have provided _____ as identification.

Notary Public

(Type or Print Notary Name Here)
Notary Commission Number: _____

My Commission Expires:

(affix Notary seal)

EXHIBIT "A"

DESCRIPTION

A PORTION OF BLOCKS 5 AND 6, RE-PLAT OF JACKSON FACTORY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 317, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALONG WITH THE 11TH STREET WEST VACATED RIGHT-OF-WAY AND THE VACATED ALLEY LYING WITHIN THE FOLLOWING PARCEL BOUNDARY, VACATED BY RESOLUTION 90-11, AS RECORDED IN OFFICIAL RECORDS BOOK 1298, PAGE 1977, AND IN OFFICIAL RECORDS BOOK 1569, PAGE 3497, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, ALL LYING IN SECTION 15, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 8, BLOCK 6, RE-PLAT OF JACKSON FACTORY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 317, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 10TH STREET WEST AND THE EAST RIGHT-OF-WAY LINE OF 17TH AVENUE WEST; THENCE N00°02'07"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 341.14 FEET; THENCE S89°55'39"E, 143.94 FEET; THENCE N00°04'22"E, 70.00 FEET; THENCE S89°55'38"E, 60.00 FEET; THENCE S00°04'22"W, 154.79 FEET; THENCE S31°07'22"E, 128.25 FEET; THENCE S00°02'07"E, 146.64 FEET TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF 10TH STREET WEST; THENCE N89°55'39"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Palmetto City Commission
June 1, 2009 7:00 p.m.

Elected Officials Present:

Shirley Bryant, Mayor
Brian Williams, Vice Mayor
Tamara Cornwell, Commissioner
Mary Lancaster, Commissioner
Tambra Varnadore, Commissioner
Alan Zirkelbach, Commissioner

Staff Present:

Mark P. Barnebey, City Attorney
James R. Freeman, City Clerk
Tanya Lukowiak, CRA Executive Director/Grants Coordinator
Mike Mayer, Captain
Allen Tusing, Public Works Director
Diane Ponder, Deputy Clerk-Administration

Mayor Bryant called the meeting to order at 7:00 pm. Rev. Willie Holley, Assistant Pastor, Mt. Raymond Full Gospel Baptist Church, gave the invocation, followed by the Pledge of Allegiance.

Proclamation: Hurricane Awareness Month

Swearing-in of all persons intending to address City Commission or the CRA Board.

Public Comment (non-agenda items): None

1. CITY COMMISSION AGENDA APPROVAL

MOTION: Commissioner Cornwell moved, Commissioner Zirkelbach seconded and motion carried 5-0 to approve the June 1, 2009 7:00 p.m. agenda.

2. CITY COMMISSION CONSENT AGENDA

- A) Minutes: May 18, 2009
- B) Kirk Pinkerton Legal Billing
- C) Special Function Permit: Festival of Colors

Item C was removed from the Consent Agenda.

MOTION: Commissioner Cornwell moved, Commissioner Zirkelbach seconded and motion carried 5-0 to approve Items 2A and 2B of the June 1, 2009 Consent Agenda.

Staff confirmed Item C was included on the agenda as a Special Function Permit because attendance at the event is expected to be between 50 and 72.

MOTION: Commissioner Cornwell moved, Commissioner Zirkelbach seconded and motion carried 5-0 to approve the Festival of Colors Special Function Permit event June 7, 2009 at 3:30 pm.

Palmetto City Commission
June 1, 2009
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3. PUBLIC HEARING: ORDINANCE NO. 09-993

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA, VACATING 15TH AVENUE DRIVE WEST RIGHT-OF-WAY BETWEEN THE NORTH RIGHT-OF-WAY LINE FOR 10TH STREET WEST AND THE SOUTH RIGHT-OF-WAY LINE FOR 12TH STREET WEST; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Bryant reopened the public hearing continued from May 18, 2009.

Attorney Barnebey informed Commission the item was the first of actions Commission would consider for the relocation and construction of the new Palmetto Elementary school. The ordinance includes a portion of right-of-way previously vacated by the City and includes a portion of 15th Ave. Dr. W. which runs between 10th St. and 12th St., which is surrounded by the new school site and will allow redevelopment of the right-of-way. Referring to Resolution 90-11, Commissioner Varnadore asked if the property the resolution vacated was sufficient. Attorney Barnebey confirmed the additional right-of-way vacation was necessary. Attorney Barnebey further confirmed all the necessary pieces will be vacated.

Mayor Bryant closed the public hearing.

MOTION: Commissioner Zirkelbach moved, Commissioner Cornwell seconded and motion carried 5-0 to adopt Ordinance No. 09-993 vacating 15th Ave. Dr. W. between 10th St. W. and 12th St. W., as provided for in Ordinance No. 09-993.

4. PUBLIC HEARING: ORDINANCE NO. 09-994

Attorney Barnebey informed Commission that the original advertising for this ordinance stated a larger portion of land would be vacated than what is actually occurring; originally included a portion of 8th St. and 9th St. He further stated a scrivener's error has been adjusted to reflect 182 feet rather than the 153 feet being vacated on 9th Ave. The vacation will not go all the way to 8th St. at this time, as one property owner was not reached; therefore, he recommends not vacating that particular portion of the right-of-way until all parties have agreed.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA, VACATING THE 9TH AVENUE WEST RIGHT-OF-WAY FROM THE SOUTHERN RIGHT-OF-WAY LINE OF 9TH STREET WEST TO A LINE 182 FEET SOUTH OF THE 9TH STREET WEST RIGHT-OF-WAY LINE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Bryant reopened the public hearing continued from May 18, 2009.

Attorney Barnebey confirmed the Covenants of City contained in the separate Agreement of Purchase will not have any effect on these vacations. The School Board is in agreement with the easements that must be given to the City in regards to utilities.

Mayor Bryant closed the public hearing.

MOTION: Commissioner Cornwell moved, Commissioner Williams seconded and motion carried 5-0 to adopt Ordinance No. 09-994 vacating a portion of 9th Ave. W. between 9th St. W. and 8th St. W., as provided for in Ordinance No. 09-994.

Palmetto City Commission
June 1, 2009
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5. PURCHASE AGREEMENT BETWEEN THE CITY, SCHOOL BOARD OF MANATEE COUNTY, JUST FOR GIRLS, AND BOYS AND GIRLS CLUB

Attorney Barnebey stated this Agreement is the first phase of documents regarding the purchase of a portion of City property by the School Board of Manatee County, Just for Girls and the Boys and Girls Club. The next two phases provide for the purchase of 1.64 acres near the existing Palmetto Elementary School and the construction of ball fields near the projected intersection of 10th St. and 23rd St.

The Agreement provides for the sale and transfer of City property of approximately 11.94 acres at the intersection of 10th St. W. and 17th Ave. The School Board will purchase approximately 8.61 acres, the Boys and Girls Club will purchase approximately 2 acres and Just for Girls will purchase 1.33 acres; purchases based on \$87,000 per acre for a total of \$1,037,910. The Agreement provides for the School Board and Boys and Girls Club to purchase a drainage easement from the City for \$55,000 and \$7,349, respectively. The City will also pay \$7,300 to the Boys and Girls Club to terminate its existing lease with the city. Closing by the School Board and Boys and Girls Club is anticipated by June 18, 2009. Just for Girls is finalizing financing and their closing may be delayed. Attorney Barnebey confirmed the Agreement provides for a separate closing date for Just for Girls.

Becky Canesse, CEO Manatee Girls Club, Inc. d/b/a Just for Girls, commended all parties involved in the project. She confirmed the Just for Girls board has not yet reviewed the document in final form; but stated it does conceptually and substantially address their concerns. She stated she does not anticipate a problem with financing. Ms. Canesse also confirmed the organization had requested that the road be placed on the east side of the building for safety reasons. She also stated they will request that the resurfacing of their parking lot be considered to carry the new surface throughout the project.

Discussion ensued on the following points:

1. Should the Boys and Girls Club and Just for Girls property be sold, the public zoning on the properties will protect the school; the Site Plan has been approved by Commission and will require Commission approval for any changes; property uses are limited to public or quasi-public.
2. City will absorb 100% of the O&M on the retention pond; Boys and Girls Club and Just for Girls will pay a stormwater fee; School Board is exempt; taking all the water to one location will result in a better system; O&M is anticipated to be \$4,000 annually on the wetlands and pond area.
3. Lights on the existing ball fields will be dismantled by the City; lights no longer meet Code. City will probably not be able to utilize the lights but may have a use for the poles; lights are not viable as security lights
4. Jerilyn Hatendorf, Kirk Pinkerton, confirmed the due diligence process has begun and stated she feels confident it can be accomplished before the closing date. She further stated that if Just for Girls can not meet the timetable the contract is not affected.
5. City is responsible for a portion of the closing costs; one-half of deed recording fees.
6. Property the City will acquire near Blackstone Park is in the process of being identified, probably in the southwest corner of the projected 10th Ave. extension and 23rd St. intersection; Manatee Fruit is working with the City to design the ball fields, which will then determine the realignment of 23rd St.; separate agreement with Manatee Fruit Company is forthcoming for the dedication of the property, associated offsets of impact

Palmetto City Commission
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fee credits, and City commitments; Attorney Barnebey stated the recommended Agreement forthcoming will assure an environmental study has been performed and that it is acceptable; Mr. Tusing reviewed the projected realignment of 23rd St., stating stimulus funds will pay for the project; Mr. Barnebey discussed the properties that will eventually be deeded to the City in the realignment of 23rd St. and construction of the ball fields.

7. The CRA will work with the School Board to rezone property currently owned by the CRA prior to submission to the City Commission; Attorney Barnebey confirmed the School Board staff has agreed to pay cash for all the parcels they are purchasing (School Board will consider the item on June 8, 2009).
8. Just for Girls stormwater easement payment of \$4,443 was deleted from the Agreement, as the club is not constructing a new building.
9. Mr. Barnebey confirmed he is technically the School Board counsel, but this is not an adversarial topic and he has represented the City's interests. Mayor Bryant stated she is confident in Attorney Barnebey's integrity. Commissioner Vamadore agreed, but recommended the Agreement be approved contingent upon an independent legal review on behalf of the City. Commission approved a legal review of the documents by an independent counsel. Attorney Barnebey was asked to contact Mr. McGuire, a final candidate in the recent legal services request for proposal.
10. A copy of the traffic study will be forwarded to Commission.
11. The entrances and striping of 10th St. will be considered during the construction.
12. Language is added to the appropriate Agreement to prohibit the placement of commercial signage on City owned easements.

School Board Superintendent Tim McGonegal thanked the City Commission for their efforts and expressed appreciation to all the parties involved to make the new school possible.

Tim Knowles, Boys and Girls Club, stated his Board has approved the Agreement in concept, another meeting is not necessary; a \$3.5 million construction contract has been approved, and the club is moving forward, even without a signed contract, to secure the property for safety during construction. He stressed the schedule is critical and if closing doesn't occur by June 18, 2009 everything is in jeopardy. He also commented that Attorney Barnebey has always looked out for the seller's interest.

Discussion ensued on the termination of the Boys and Girls Club lease and the possibility of setting a precedent for other leases the City holds. Attorney Barnebey confirmed that the lease under discussion does not contain termination language unless the property is not used for the purpose intended. He again stated there is value to the lease in its current form and the value is not out of line. Attorney Barnebey said, "A better way to say it is I'm not sure this language would be precedent from any other leases we have".

MOTION: Commissioner Williams moved, Commissioner Zirkelbach seconded and motion carried 5-0 to:

1. Declare the 11.94 acres of City owned land as identified in the attached Agreement, at the intersection of 10th Street West and 17th Avenue West, as surplus property.
2. Approve and authorize the Mayor to execute the Agreement of Purchase and Sale Between the City of Palmetto, Boys and Girls Club, Just For Girls and the School

Palmetto City Commission
June 1, 2009
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Board of Manatee County in a form substantially consistent with the attached Agreement, subject to approval by independent legal counsel.

3. **Authorize the Mayor to execute documents related to, or necessary, pursuant to the terms of this Agreement for purchase and sale.**

6. NON-EXCLUSIVE TEMPORARY ACCESS, CONSTRUCTION & STAGING EASEMENT TO THE SCHOOL BOARD OF MANATEE COUNTY (M. Barnebey)

Easement to allow the placement of a construction trailer and staging area on the proposed Palmetto Elementary School site to prepare for construction, upon closing of the property.

MOTION: Commissioner Cornwell moved, Commissioner Lancaster seconded and motion carried 5-0 to approve and authorize the Mayor to execute the Non-Exclusive Temporary Access, Construction and Staging Easement to be granted to the School Board of Manatee County in substantially the form attached hereto, subject to no signage for private businesses in City easements.

7. FY2009 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

MOTION: Commissioner Williams moved, Commissioner Lancaster seconded and motion carried 5-0 to authorize application for the FY2009 Edward Byrne Memorial Justice Assistance Grant in an amount not to exceed \$28,253.

8. RESOLUTION NO. 09-24

Liability claim for a trip and fall incident at the Fishing Pier.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA, AMENDING RESOLUTION NO. 08-32, WHICH RESOLUTION ADOPTED THE BUDGET FOR FISCAL YEAR 2008-2009, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Commissioner Varnadore moved, Commissioner Cornwell seconded and motion carried 5-0 to adopt Resolution No. 09-24.

9. RESOLUTION NO. 09-25 (J. Freeman)

FEMA reimbursement for Tropical Storm Fay.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA, AMENDING RESOLUTION NO. 08-32, WHICH RESOLUTION ADOPTED THE BUDGET FOR FISCAL YEAR 2008-2009, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Commissioner Lancaster moved, Commissioner Williams seconded and motion carried 5-0 to adopt Resolution No. 09-25.

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10. RESOLUTION NO. 08-28

Approval to increase the budget for the wastewater treatment plant upgrade, due to required field adjustments in the design of the project piping for the installation of the RAS pump; project approved in the FY08 CIP.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA, AMENDING RESOLUTION NO. 08-32, WHICH RESOLUTION ADOPTED THE BUDGET FOR FISCAL YEAR 2008-2009, AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Commissioner Zirkelbach moved, Commissioner Lancaster seconded and motion carried 5-0 to adopt Resolution No. 09-28.

11. CELL PHONE POLICY

Mr. Freeman stated Verizon is the state contract and will not require a contract from the City; phones are provided free of charge, but accessories will have to be purchased; there are no associated fees except the 5.4 cents per minute for calls; mobile-to-mobile and push to talk services are \$10 per month. He confirmed that based on conversation with Sprint representatives, the City does not have a current contract. Commissioner Cornwell opined the City needs to look at ceasing to supply employee cell phones, as the system she is in requires employees to provide their phones as part of doing business. She requested data be provided on the impact of savings to the City if cell phones are no longer provided.

Mr. Freeman stated the suggested Cell Phone Policy incorporates many elements of the current policy. Departments will continue to monitor the cell phone usage and provide reports to Commission. Mr. Tusing stated that in his department personal usage on City cell phones has drastically declined since November.

MOTION: Commissioner Zirkelbach moved, Commissioner Varnadore seconded and motion carried 5-0 to revoke Cell Phone Policy 04-03, approve Cell Phone Policy 09-05 and authorize staff to switch to Verizon as the cell phone provider of choice for City cell phone service.

Mayor Bryant recessed the City Commission meeting at 8:45 pm to open the CRA Board meeting.

Mayor Bryant reconvened the June 1, 2009 City Commission meeting at 9:40 pm.

12. DEPARTMENT HEADS' COMMENTS

Mr. Tusing

The 23rd Street realignment project will be placed on the next agenda to approve engineering for the project.

Mr. Freeman

The joint meeting with the P&Z Board is scheduled for June 8, 2009 at 6:15 pm.

Mr. Freeman discussed the ad valorem estimates that have been received from the Property Appraiser's Office showing a 12% reduction in value.

Mr. Freeman discussed a possible budget meeting the week of July 13, or even in the later part of June. Ms. Cornwell requested that the meetings be scheduled 5:30 or later. Mrs. Lancaster

Palmetto City Commission
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stated she will be away from the next meeting and the next two weeks; Mr. Zirkebach will be absent July 13. Ms. Cornwell stated she will develop a schedule for Commission's review.

13. MAYOR'S REPORT

Requested that Commission and staff look out for graffiti. She also asked that during conversations with business owners that they be made aware of the fact PD will do safety and security inspections.

Mayor Bryant informed Commission she spoke to Bradenton Rotary and at the MSA graduation and at St. Andrews A&E Church.

14. COMMISSIONERS' COMMENTS

Mrs. Lancaster

Discussed several condemned properties and the fact people are still living in the structures. Mr. Freeman stated Code Enforcement is following up on one of the properties. Mr. Tusing will discuss the items with Mrs. Lancaster. Attorney Barnebey stated the structures must be vacated.

MOTION: Commissioner Lancaster moved, Commissioner Williams seconded and motion carried 5-0 to extend the meeting to 10:15 pm.

Ms. Cornwell

Captain Mayer confirmed PD will add the parks to their normal patrol and that they have keys to all the parks' buildings. He confirmed another task force is being developed and stated midnight basketball has not yet been considered.

Mr. Freeman was asked to inquire why the City did not receive 100% reimbursement from FEMA for Tropical Storm Fay to determine if there is anything additional the City can submit for total reimbursement. The action will then make the City aware of what expenses will not be considered for reimbursement.

Mr. Zirkebach

Referring to the meeting with local residents in Ward 1, he requested that staff find out how much it will cost the City to televise Commission meetings. Mrs. Lancaster supplied him with old information concerning the expense.

Requested that Commission cell phones be considered during the budget process. He also requested that because of the time spent at City business, that consideration is given to allowing the mayor's position to take advantage of employee benefits.

Ms. Varnadore

The Under 21 ordinance will be on the next agenda. Attorney Barnebey still has not received a return call from MSO counsel. The item will be placed on the next workshop agenda. Captain Mayer discussed his understanding of how the county ordinance would apply within the City.

Requested an updated litigation list and assessment of each case. Staff confirmed that Commission will be apprised of potential litigation.

Mr. Freeman stated the Personnel Committee has one section left to review. The revised policy should be brought to Commission in July.

Mr. Williams

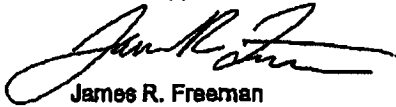
Palmetto City Commission
June 1, 2009
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Requested that the appropriate department provide information on background checks, the Bait Shop, police car cameras, take home vehicle policy and lighted crosswalks. Captain Mayer stated COBAN is working very well.

15. PUBLIC COMMENTS FOR CITY COMMISSION
No public comment.

Meeting adjourned at 10:20 pm.

Minutes approved:



James R. Freeman
City Clerk