

TAB 2

LEASE

THIS LEASE AGREEMENT is made and entered into this 3rd day of April, 1997, at Palmetto, Florida, by and between THE CITY OF PALMETTO, a Florida Municipal Corporation ("landlord"), and MANATEE COUNTY AGRICULTURAL MUSEUM, INC. ("Tenant").

1. **PROPERTY AND TERM:** The Landlord leases to Tenant the real property described in Exhibit "A" located in Manatee County, Florida herein called the Property, for an initial Term of Fifty (50) years beginning on April 7, 1997 (lease commencement date) and ending at 11:59 P.M., on April 7, 2047. Tenant shall have the option to renew the Lease for an additional fifty (50) years upon the same terms and conditions. To exercise said option, the Tenant must notify the Landlord of its intention to renew during the last six (6) months of the initial term. If Tenant fails to notify Landlord within said time, Tenant waives its right to renew the Lease upon the same terms and conditions. Landlord leases the property to Tenant in "as is" condition.

2. **RENT:** Tenant shall pay Landlord, without demand, as rent, the amount of One Dollars and No/100 (\$1.00) per annum. Rent shall be paid on the first day of each year of the lease term.

3. **UTILITIES:** Landlord shall be responsible for all utilities for the first three (3) years of the term of this Lease. After three (3) years, the issue of payment of utilities shall be renegotiated between the parties.

4. **LIABILITY AND CASUALTY INSURANCE:**

(a) Tenant shall secure public liability insurance for personal injury or property damage to any person or corporation in a company acceptable to Landlord in limits not less than \$1,000,000.00.

(b) All insurance policies required hereunder or required under this Agreement shall reflect the Landlord as an additional insured and provide the Landlord at least thirty (30) days notice before cancellation by the insurance company.

(c) If Tenant fails to obtain the insurance, Landlord may do so and Tenant shall reimburse Landlord for the cost of it on demand. Tenant shall furnish Landlord with evidence of the insurance on or before the first day of April for each year of this Lease. Landlord may require evidence, at any time, that the insurance remains in force.

5. **ADDITIONAL RENT:** All charges, costs, and expenses which the Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Tenant's failure to pay such amounts, and all damages, costs, and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent and, in the event of nonpayment by the Tenant, the Landlord shall have all the rights and remedies with respect thereto as the Landlord has for the nonpayment of the basic rent.

6. **IMPROVEMENTS:**

(a) The Tenant shall at its expense remodel the building, according to plans and specifications approved by the City, for the purpose of conducting a public museum of Manatee County Agricultural History and Manatee County Agricultural Hall of Fame. The Tenant shall have two (2) years from the date of this Lease to complete renovations and improvements to the building in the minimum amount of \$75,000.00.

(b) No alteration, addition, or improvement to the Property shall be made by the Tenant without the written consent of the Landlord.

7. **MAINTENANCE:** The Landlord shall, at its own expense, make all necessary repairs and replacements to the Property and to the pipes, heating system, air-conditioning system, plumbing system, window glass, fixtures, and all other appliances and appurtenances belonging thereto, all equipment used in connection with the Property. Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, and structural as well as nonstructural, shall be made promptly, as and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work. The obligation of the Landlord for maintenance under this paragraph shall not be required until the initial renovations and improvements in the amount of \$75,000.00 have been made by the Tenant. The Tenant shall notify and provide proof, upon completion of the improvements and renovations, to the City that \$75,000.00 has been expended and that the City's obligation to maintain the building shall commence.

8. **REDELIVERY:** Tenant shall redeliver possession of the Property at the end of this Lease or any renewals or extensions hereof in as good condition as when received, reasonable wear and tear excepted.

9. **USE:**

a. The Tenant shall use the property for a public

museum of Manatee County Agricultural History and Manatee County Agricultural Hall of Fame. In the event the building is not used as an agricultural museum for a period of six (6) months, the premises shall be considered abandoned and the lease terminated. The Tenant shall be responsible for the supervision of the premises. Tenant shall abide by all applicable federal, state and local laws during the term of this Lease and any extensions thereto. A failure of the Tenant to perform under this Clause shall terminate this Lease.

b. No person shall live in the building except upon City approval.

c. There shall be no consumption of alcohol on the premises without the City's approval.

10. **ASSIGNMENT/SUBLEASE:** This Lease may not be assigned or sublet by Tenant to any other person.

11. **LIENS:** The interest of Landlord shall not be subject to any liens or improvements made by Tenant upon the property. All such liens are hereby expressly prohibited as provided by Section 713.10, Florida Statutes and other applicable laws. In the event any lien should be asserted against the property, Tenant covenants that within ten (10) days after the filing of such asserted liens, Tenant will discharge said lien of record by payment or by transfer to bond or other security as allowed by law. If such purported lien can not be transferred, Tenant shall, at its sole expense, defend any action relating to same and hold Landlord harmless on account of same. Any persons dealing with Tenant must look solely to the credit of the Tenant for payment.

12. **CASUALTY LOSS:** Tenant shall be responsible for casualty insurance in an amount to be determined by the Tenant. In the event the building is damaged to an extent that repairs are not financially feasible or possible then this Lease shall terminate. Landlord shall be a named insured on the casualty loss policy. In the event of a casualty loss in which the building is damaged beyond repair, the insurance proceeds shall be paid to the Landlord.

13. **DEFAULT BY TENANT:** The occurrence of one or more of the following is a default under this Lease by Tenant:

(a) Failure to pay rent when due;

(b) Failure to comply with any provision of this Lease other than subparagraph (a) if the failure continues for ten (10) days after written notice from Landlord to Tenant; but if the default is one that requires more than ten (10) days to cure, Tenant shall have a reasonable time to cure it if it begins curing within ten

(10) days after the notice and diligently prosecutes it to completion;

(c) Making a general assignment or arrangement for the benefit of creditors; or being adjudicated bankrupt; or receiving the benefit of any insolvency, readjustment of debts, reorganization or bankruptcy law; or entering into an agreement of composition with creditors; or having a receiver or trustee appointed to take possession of Tenant's assets on the Property or its interest in this Lease when possession is not restored to it within thirty (30) days; or the seizing under legal process of Tenant's assets on the Property or its interest in this Lease when possession is not restored to it within thirty (30) days; or the seizing under legal process of Tenant's assets on the Property or its interest in this Lease when the seizure is not discharged within thirty (30) days;

(d) Vacating or abandoning the Property such that the property is not being actively used by Tenant as an agricultural museum for a period of six (6) consecutive months, in accordance with the terms hereof, then this Lease shall terminate as to such Tenant.

14. **REMEDIES ON DEFAULT:** Upon the occurrence of any event of default, Landlord shall have the option to terminate this Lease, in which event Tenant shall surrender the premises to Landlord within ten (10) days and if Tenant fails to do so, Landlord may, without prejudice to any other remedy allowed by Florida Law, enter upon and take possession of the property.

15. **EXCULPATION:** Landlord shall not be liable for injury or damage to the personal property of Tenant or Tenant's employees, invitee or any other persons in or on the property or for injury to Tenant or Tenant's employees, agents or contractors caused by casualty or accident, whether the damage or injury in any case results from conditions arising on the property or on other parts of any building of which the property is a part of from other sources and regardless of whether the cause or the means of rectifying it is inaccessible to Tenant.

16. **STRICT PERFORMANCE:** The Failure of either party to insist on strict performance of this Lease or any part of it is not a waiver of any other or subsequent breach. No extension of time of performance under this Lease extends the time for any subsequent performance of any act required hereunder. Time is of the essence of this Lease.

17. **QUIET ENJOYMENT:** If Tenant performs all agreements of this Lease that it is to perform, Landlord covenants that Tenant shall and may quietly hold and enjoy the Property, subject to

restrictions and easements of record and zoning regulations of any governmental authority.

18. **GOOD TITLE:** Landlord has good title to the Property and lawful authority to lease it.

19. **INVALIDITY OF PART:** If part of this Lease is adjudged invalid, no other part is affected.

20. **ENTIRE AGREEMENT:** This Lease contains the entire agreement of the parties. It shall not be changed except in writing, signed by the parties. Captions of paragraphs are not a part of this Lease.

21. **APPLICABLE LAW:** This Agreement shall be construed under and in accordance with the laws of the State of Florida.

22. **DANGEROUS MATERIALS:** Tenant shall not keep on the property any item of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the property or that might be considered hazardous or extra hazardous by any responsible insurance company. Further, Tenant shall not use the property for the treatment, storage or disposal of any hazardous waste or substance as defined by applicable federal, state or local laws.

23. **ATTORNEY'S FEES:** Should it become necessary for the Landlord or Tenant to employ an attorney to enforce any of the conditions or covenants of this Lease, all expenses so incurred, including reasonable attorney's fees, costs, and expenses through appeal, shall be awarded to the prevailing party.

24. **INSPECTION:** Landlord shall be entitled to enter upon and inspect the property at any time, provided that such inspection shall not unreasonably interfere with Tenant's use and operation of the property.

25. **NOTICE:** All notices to Landlord and all Lease Payments must be sent to Landlord, Attention The Mayor, The City of Palmetto, 516 8th Avenue West, Palmetto, FL 34221 unless Landlord gives Tenant written notice of a change. All notices to Landlord shall be given by certified mail, return receipt requested, or by hand delivery to Landlord. Any notice to Tenant shall be given by certified mail, return receipt requested, at P. O. Box 1284, Palmetto, Florida 34220 or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at the Premises.

IN WITNESS WHEREOF, the parties have put their hands and seal on the day shown below.

LANDLORD
THE CITY OF PALMETTO:

BY: *[Signature]*

Attest:

[Signature]

TENANT
MANATEE COUNTY AGRICULTURAL MUSEUM,
INC.

BY: *[Signature]*

Attest:

Maxine M. Hooper

The West 100 feet of Lot 1, Block D,
LAMB'S PLAT, as per Plat thereof
recorded in Plat Book 1 Page 164 of
the Public Records of Manatee County,
Florida, lying and being in Section
14, Township 34 South, Range 17 East.

1015 6th Street West
Palmetto, Florida

EXHIBIT "A"

World

| CONTACT US | HELP

MANATEE COUNTY PROPERTY APPRAISER

Other Counties | Manatee County | State

Main **Property Search**

Owner Address Parcel ID **Advanced** Map

- Profile
- Values
- Sales
- Residential
- Commercial
- Out Buildings
- Permits
- Land
- Agriculture
- Sketch
- Exemptions
- Full Legal
- Estimating Taxes
- 2010 Trim Notice
- 2009 Tax Bill
- ▶ Map

PAR ID: 2745600052
PALMETTO CITY OF

515 10TH AVE W



CURRENT RECORD

1 of 1

[Return to Search Results](#)

REPORTS

CSV Report
Parcel Information Report



Printable Version

Manatee County
Last GIS Data Update: 16-Jun-2010

Data Copyright Manatee County Property Appraiser's Office [Disclaimer] [Privacy Policy] Last Updated: 28 Sep 2010



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This Agreement prepared by:
Michele S. Hall, P.L.
505 25th Street West
Bradenton, Florida 34209
(941)745-1920

**INTERLOCAL AGREEMENT RELATING TO
OPERATION AND MAINTENANCE OF THE
PALMETTO HISTORICAL PARK**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the **City of Palmetto**, a municipal corporation of the State of Florida ("City"), the **Palmetto Historical Commission, Inc.**, a Florida Not for Profit Corporation ("Commission"), the **Manatee County Clerk of Circuit Court**, a division of Manatee County, Florida ("Clerk"), and the **Manatee County Agricultural Museum, Inc.**, a Florida Non Profit Corporation ("Museum") (collectively "the parties").

WITNESSETH:

WHEREAS, Whereas, the Palmetto Historical Park, formally known as the Heritage Park was rededicated as the Palmetto Historical Park on March 18, 1997, by the Mayor of Palmetto and the Palmetto City Council. Located at 515 10th Ave West, Palmetto Florida, The Palmetto Historical Park is a joint venture of the Palmetto Historical Commission, Inc. the City of Palmetto and the Manatee County Clerk of Circuit Court and the Manatee County Agricultural Museum, Inc.

WHEREAS, the parties to this Agreement view the Palmetto Historical Park ("Park") as an important cultural and educational amenity that should continue to be operated and maintained for the benefit of the public; and

WHEREAS, the purpose of the Palmetto Historical Park is to house collections of papers, books, photographs, maps, and other things of historic interest in the possession of the Commission and the Museum, and to educate the general public on matters pertaining to the heritage of Palmetto and the Manatee County area; and

WHEREAS, the cooperative efforts embodied in the history of the Park, a summary of which is attached hereto and incorporated herein as **Exhibit A**, informs the relationship of the parties to this Agreement; and

WHEREAS, the City owns the real property on which the Park is located; and

WHEREAS, the City currently owns the chapel, the museum and the Carnegie Library, all of which are depicted on the site plan attached hereto and incorporated herein as **Exhibit B**, and other improvements affixed to the real property within the Park; and

WHEREAS, ownership of other buildings in the Park has not been formally documented; and

WHEREAS, by entering into this Agreement, the parties seek to confirm the City's ownership of all buildings located within the Park; and

WHEREAS, the City and Museum entered into a Lease Agreement on April 3, 1997, pursuant to which the City leases the museum to Manatee County Agricultural Museum, Inc., with each of the parties thereto assuming certain obligations and duties; and

WHEREAS, the parties seek to cooperatively manage responsibilities relating to operation and maintenance of the Park; and

WHEREAS, the parties hereto view themselves as each being indispensable parties to this Agreement; and

WHEREAS, the parties have determined that execution of this Agreement is in the best interest of the public health, safety and welfare of the residents of the City of Palmetto and Manatee County;

NOW, THEREFORE, pursuant to Section 163.01, Florida Statutes, *The Florida Interlocal Cooperation Act of 1969*, in furtherance of the foregoing and in consideration of the following terms and conditions, the parties agree as follows:

1. Findings of Fact. The above "whereas" clauses are accepted herein as findings of fact.

2. Purpose of Agreement. The purpose of this Agreement is to: (1) cooperatively allocate responsibilities pertaining to operation and maintenance of the Park; (2) confirm the City's ownership of all buildings located within the park; and (3) document and preserve the mutually beneficial relationship between the parties.

3. Park Property. The Park is comprised of the lands legally described on **Exhibit B**, attached hereto and incorporated herein, and such additional land as may be designated by the City as Park property in the future.

4. Park Buildings. The Palmetto Historical Park includes the following buildings, all of which are depicted on the site plan attached hereto and incorporated herein as **Exhibit C** ("Park Site Plan"), and such additional building as may be constructed or placed in the Park in the future:

- a. Carnegie Library
- b. Post Office

- c. Kindergarten Building
- d. Chapel
- e. Cypress House
- f. Manatee County Agricultural Museum
- g. Cottage.

5. Responsibilities of the City of Palmetto. The City hereby agrees to assume the following responsibilities throughout the term of this Agreement:

- a. **Responsibility for Park Facilities.** For purposes of this Agreement, "Facilities" shall include, but not be limited to, grounds, outdoor furniture, walkways, driveways, and all maintenance and repairs thereto.
- b. **Approval or denial of all changes to the Park Site Plan.** Proposed Park Site Plan changes shall be submitted to the DRC for review, and approved or denied by the Zoning Administrator. The decision of the Zoning Administrator may be appealed pursuant to Section 12.4(c) of the City of Palmetto Zoning Code.
- c. **Provision and maintenance of all utilities, including water, solid waste, sewer, re-use, storm water and electric, for the Park.** The City agrees to provide such utilities to the Park at no cost to the Park, notwithstanding contrary provisions contained in the April 3, 1997 Lease Agreement between the City and the Museum.
- d. **Routine maintenance, repair and replacement of all structures and parts thereof, as well as all pipes, heating systems, air-conditioning systems, plumbing systems, window glass and fixtures.** Such maintenance, repairs and replacements, interior and exterior, shall be made within a reasonable time upon receipt of written notice of the need for such repair or replacement. All repairs and replacements shall be in quality and class at least equal to the original work. The City shall provide the Commission and the Museum with written notice of the need for or accomplishment of such maintenance, repair or replacement activities pursuant to procedures established at the coordination meetings provided for in section 11 of this Agreement. An annual budget for accomplishment of such maintenance, repairs and replacement shall be agreed upon at the coordination meetings provided for in section 11. The City's obligation to fund maintenance, repairs or replacements exceeding said budget shall be limited to amounts reflected in the City's then current Capital Improvements Plan.
- e. **Performance of all lawn maintenance, landscaping, tree trimming, irrigation system maintenance, lighting, security lighting and mowing.** Exceptions will be discussed during the Palmetto Historical Quarterly Meetings.

- f. Compliance with all requirements of the Palmetto Historical Commission, Inc./Manatee County Agricultural Museum, Inc. Emergency Preparedness Plan For Palmetto Historical Park, a copy of which is attached hereto and incorporated herein as **Exhibit D**.
- g. Maintenance of commercial liability insurance of the types and in the amounts set forth on **Exhibit E**, attached hereto and incorporated herein. The certificate of insurance shall state that the Commission and Museum will be notified in writing at least fifteen (15) days prior to the cancellation of any policies and that the coverage is primary, Certificates should include issuer's address and phone number, and an address and phone number for issuer's agent in Manatee County, if any.
- h. Provide representation at all quarterly coordination meetings.
- i. Payment of all expenses associated with telephone service to the Carnegie Library.
- j. Performance of all Pest Control within the Palmetto Historical Park.

6. Responsibilities of the Palmetto Historical Commission, Inc. The Commission hereby agrees to assume the following responsibilities throughout the term of this Agreement:

- a. Day to day operation of all programs taking place in the Park, other than specified City-sponsored events, responsibility for which will be discussed during the Palmetto Historical Quarterly Meeting.
- b. Scheduling and collection of rent for use of Park Facilities, and remittance of collected amounts to the City.
- c. Ensuring that all Park Facilities are safe for use by the general public, and promptly reporting potential safety issues to the City.
- d. Ensuring that no alcohol is consumed on the premises.
- e. Host and Chair the quarterly Coordination Meetings with all parties, record minutes of meetings and provide for distribution to all parties.
- f. Comply with all requirements of the Palmetto Historical Commission, Inc./Manatee County Agricultural Museum, Inc. Emergency Preparedness Plan For Palmetto Historical Park.
- g. Obtaining from the City a Blanket Special Function Permit for the annual social events scheduled for each calendar year. All other Special

Function Permits will be obtained no later than forty-five (45) days prior to events.

- h. Ensure that all vendor insurance credentials are provided to the City's Facility Coordinator not later than forty-five (45) days prior to events.
- i. Provide the City with written notice of the need for or accomplishment of any maintenance, repair or replacement activities within the Park pursuant to procedures established at the coordination meetings provided for in section 11 of this Agreement.
- j. Provide representation at all quarterly coordination meetings.
- k. Obtaining approval from the City for all changes made to the Park Site Plan.
- l. Provide liability insurance coverage for the Commission in accordance with **Exhibit E**, attached hereto and incorporated herein.

7. Responsibilities of the Manatee County Agricultural Museum, Inc. The Museum hereby agrees to assume the following responsibilities throughout the term of this Agreement:

- a. Comply with all the conditions of the LEASE AGREEMENT with the City of Palmetto, entered into on 3 April 1997.
- b. Comply with all requirements of the Palmetto Historical Commission, Inc./Manatee County Agricultural Museum, Inc. Emergency Preparedness Plan For Palmetto Historical Park.
- c. Provide representation at all quarterly coordination meetings.

8. Responsibilities of the Manatee County Circuit Court Clerk. So long as the Clerk maintains a Historical Resources Department, the Clerk hereby agrees to annually apply for funds from the Manatee County Board of Commissioners, to provide the following:

- a. Staff for the Manatee County Agricultural Museum
- b. Staff for the Palmetto Historical Park.
- c. Employment Benefits for full and Part-time employees of the Clerk's office.
- d. Staff training and travel to conferences.
- e. Manage and supervise all Park and Museum staff.

- f. Supplies for office and operations including archival work, school programs, exhibit design, volunteer communications, brochures and special events.
- g. Telephones for the Manatee County Agricultural Museum
- h. Security/Fire monitoring for building within the Palmetto Historical Park.
- i. Office equipment including computers, printers, faxes and copiers for Clerk's employees.
- j. Provide representation at all quarterly coordination meetings.
- k. Provide data access at both Carnegie Library and the Manatee County Agricultural Museum.

9. Term and termination.

- a. The initial term of this Agreement shall be ten (10) years beginning on 10/3, 2007 and ending on 10/3, 2017. The parties hereto shall have the option to renew this Agreement for four (4) additional ten-year terms upon execution of a written Memorandum of Renewal prior to expiration of the term set forth immediately above.
- b. If any of the parties to this Agreement decline to renew, this Agreement shall terminate and the remaining parties shall have the option to enter into a new agreement with such terms and conditions as they deem to be appropriate and in the best interest of the public.
- c. If any of the parties to this Agreement shall fail to meet its responsibilities, as set forth herein, with the diligence necessary to ensure the safe and efficient operation of the park and shall fail to take such steps to remedy such failure within thirty (30) calendar days after receipt of written notice thereof from any other party to this Agreement, that party shall be deemed to be in default. The non-defaulting parties shall then have the right to terminate this Agreement by providing a written Notice of Termination, executed by all non-defaulting parties, to the defaulting party.
- d. No party shall be liable for its failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly due to any unforeseen occurrence beyond its reasonable control. However, this provision may not be used by either party to unreasonably avoid, delay or otherwise affect the performance of any duties set forth herein.

10. Inspection. The City of Palmetto shall be entitled to enter upon and inspect the property at any time, provided that such inspection shall not unreasonably interfere with any of the parties' use and operation of the property. Except in cases of emergency, when entry is required after regular business hours of the Park, the City will provide the

Commission and the Museum with reasonable notice of the date and approximate time and area of entry.

11. Coordination meetings. The parties agree to schedule and have a representative attend quarterly meetings to be held at a mutually convenient time and location. The agenda for such meeting shall include, but not be limited to, the following:

- a. Hours of operations
- b. Short term events schedule (3 months)
- c. Long term events schedule (4-18 months)
- d. Routine Maintenance
- e. Prioritization of non-routine or unbudgeted projects
- f. Projections/prioritization of long term projects
- g. Budget issues
- h. Design of Park

12. Dangerous materials. The parties to this Agreement shall not keep on the property any items of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the property or might be considered hazardous or extra hazardous by any responsible insurance company. Further, parties shall not use the property for treatment, storage or disposal of any hazardous waste or substance as defined by applicable federal, state or local laws.

13. Notices. All notices required under this Agreement shall be in writing and sent by regular mail to the addressees set forth below.

- a. **Palmetto Historical Commission, Inc.**
P.O. Box 1192
Palmetto, FL 34220
Phone: (941) 723-4991
E-mail: amanda.Polson@manateeclerk.com

City of Palmetto
600 17th Street West
Palmetto, FL 34221
Phone: (941) 723-4580
Attn: Director of Public Works
E-mail: clukowiak@palmettofl.org

- b. **Manatee County Clerk of Circuit Court**
Cathy Slusser, Clerk's Office
c/o Historical Records Library of Manatee County,
Clerk of the Circuit Court
1405 4th Avenue West
Bradenton, FL 34205
Phone: (941) 741-4070

E-mail: cathy.slusser@ManateeClerk.com

c. Manatee County Agricultural Museum, Inc.
P.O. Box 1284
Palmetto, FL 34220
Phone: (941) 721-2034
E-mail: diane.ingram@ManateeClerk.com

14. Entire Agreement. This Agreement contains the entire agreement of the parties. It shall not be changed except in writing, signed by the parties. Captions of paragraphs are not a part of this Agreement.

15. Applicable law. This Agreement shall be construed under and in accordance with the laws of the state of Florida. Venue shall lie in Manatee County, Florida.

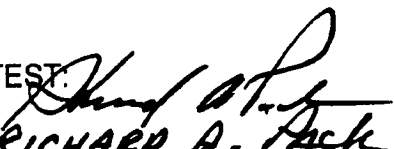
16. Attorney's fees. Should it become necessary for any of the parties to employ an attorney to enforce any of the conditions or covenants of the Agreement, all expenses so incurred, including reasonable attorney's fees, cost, and expenses through appeal, shall be awarded to the prevailing party.

17. Reservation of right to sovereign immunity and declaration of independent status. Nothing in this Agreement shall be construed to affect either party's entitlement under Florida Law to sovereign immunity, nor shall this Agreement be construed to create any indemnification by one party or another. This Agreement shall furthermore not be construed to create an agency relationship among the parties or any relationship other than independent contracting entities.

18. Authority. By signing below, all parties hereto represent that they have lawful authority to enter into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement as of the date and year first written above.

ATTEST:


RICHARD D. ACK
Print Name

MANATEE COUNTY CLERK OF
THE CIRCUIT COURT AND COMPTROLLER


R.B. SHORE

Date: Oct. 2, 2007

ATTEST: JAMES R. FREEMAN
CITY CLERK

By: *James R. Freeman*
City Clerk/Deputy Clerk

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

By: *Lawrence E. Bustle, Jr.* 30 Oct 07

Lawrence E. Bustle, Jr., Mayor

Date: 10/3/2007

MANATEE COUNTY AGRICULTURAL
MUSEUM, INC.

By: *Priscilla Trace*
Priscilla Trace

Its: President

Date: 30 OCT 07

ATTEST: *Richard A. Pack*
RICHARD A. PACK
Print Name

PALMETTO HISTORICAL COMMISSION,
INC.

By: *J. Q. Paulsen*
J. Q. Paulsen

Its: President

Date: 10/2/07

ATTEST: *Richard A. Pack*
RICHARD A. PACK
Print Name

The Palmetto Historical Commission, Inc.
History
1982-2007



On February 20, 1982, under the leadership of Mrs. Murray (Josephine) Harrison, a group of civic-minded individuals organized to save Palmetto's original post office building (c.1880) from demolition. As the formal organization developed, its members were appointed to the Commission by the Palmetto City Council. The Commission was incorporated under the laws of the State of Florida and acquired as a nonprofit organization exemption under Section 501 {c} (3) of the Internal Revenue Code.

The post office building was saved and moved to the southwest corner of 10th Avenue and 6th Street West, a historic site formerly occupied by Palmetto's original city hall and school building. The late Ernest Parrish, Palmetto historian, and Mrs. Harrison chaired the restoration. The work was overseen by Belmont Whittle, who with his wife donated the postal window and boxes from another 1880 facility.

March 25, 1983, Heritage Day, the post office was dedicated as Heritage Station and was opened for business with a special cancellation (postmark) designed by Marvin Thompson, affixed to all mail. Thompson's design became the Commission's logo. There has been a new special cancellation designed annually and used each subsequent Heritage Day. The late Jack Roland landscaped the land on which Heritage Station sits. The Park was dedicated as Heritage Park and the garden as the Jack Roland Memorial Garden.

In 1984, with a matching grant from the State, the Palmetto Historical Commission conducted a historical survey of Palmetto and the adjoining area, including Snead Island, Terra Ceia and Rubonia. Gini Berry and her volunteers recorded over 350 sites with redeeming value and completed the project in less than one year.

In 1985, recognizing the importance of preserving Palmetto's rich agricultural heritage so well documented by the survey, the Palmetto Historical Commission voted to begin amassing agricultural implements and related material for inclusion into a Manatee County Agricultural Museum. To highlight this and other history, the Commission hosted four luncheons each year. The Commission prepared a video to be used in its Manatee County Fair exhibit in January of 1986. The Commission has won ribbons each year for its Fair exhibits. Under its sponsorship, the Manatee County Agricultural Museum was incorporated independently to build the museum.

Also in 1985, the Historical Commission erected a historical marker at the site of Palmetto's first cemetery, the "yellow fever" cemetery, at 5th Street and 14th Avenue West. The Commission had raised funds for and had overseen the restoration of that cemetery.

On December 30, 1986, as a result of the historical survey, a National Register Historical District was created when the Palmetto Historic District was officially listed on the National Register of Historic Places by the National Park Service of the U.S. Department of the Interior.

In 1988-1989, under Chairman David Manning, the Historical Commission published The Palmetto Pantry, a historical cookbook, the funds from which were used for historical preservation projects.

The Commission, under Chairperson Virginia Smith, acquired and moved to Heritage Park, Palmetto's first public kindergarten building. It has been restored in the style of a one-room schoolhouse.

With another state matching grant, the Commission produced a video slide film show "The History of Agriculture in Manatee County." This project was chaired by Alice Myers and completed on July 31, 1989. Copies of the video have been furnished to all Manatee County high schools and middle schools.

In 1990, author Joe Warner and his wife Libby gave the Historical Commission copies of his book Palmetto Revisited, a history of the development of Palmetto and adjoining areas. Copies are for sale in the Carnegie Library.

Preliminary planning for the restoration of Palmetto's Carnegie Library was completed in 1990-1991. The project, chaired by Gini Berry, was possible because of a matching grant from the Florida State Division of Historic Resources.

The Carnegie Library Project, chaired by Josephine Harrison, received three construction grants from the Florida Division of Historic Resources. This work included the installation of an elevator, interior restoration, remodeling and refurbishing of the building and the erection of a wrought iron fence. The City of Palmetto has been a partner throughout this restoration and the creation of the Palmetto Historical Park.

The Library is open Tuesday through Friday and the first and third Saturday of the month from 10:00 am to 12:00 pm and 1:00 pm to 4:00 pm with staffing provided by the Manatee County Clerk of the Circuit Court.

Under the direction of Chairman Alice Myers and continuing the project begun by Chairman Robert Miller, the core of the exhibits within the Library is the Commission's collection of historic documents, photographs, maps, interviews and memorabilia of North Manatee County history. The fully restored Library is used for public events and the "Ree Hunt" Auditorium is available for rental.

In 1995-1996 under the leadership of David and Nan Manning, the Commission began a fund-raising campaign by designing and selling cotton afghans portraying the history of North Manatee County. The successful effort was followed with a Manatee County afghan depicting historic scenes of the entire County. This project was overseen by Steve Davis and Rose Worley. Funds from these sales are used for Commission preservation projects.

Two additional buildings were brought into the Historical Park. One is the Joe Stephens home, currently named the Cottage. It was located across from the old fire station and occupied by Mr. Stephens, a fireman, and his family. The second building is a 1930 cypress house.

On Heritage Day, March 15, 1998, Mayor Pat Whitesel and the Palmetto City Council rededicated the entire southwestern corner of 10th Avenue and 6th Street West as the Palmetto Historical Park.

The Mayor and the City Council signed a long-term lease with the Manatee County Agricultural

Museum for the renovation of the old municipal public works building/fire station. The museum opened on March 9, 2002. It houses exhibits on all of the major agricultural commodities in Manatee County, including livestock, vegetables, horticulture, citrus, a barn area and a garage featuring a restored Model-T. It also houses the Agricultural Hall of Fame.

The Cottage Museum was opened on Sunday, November 15, 1998, with a special program sponsored by the Palmetto Historical Commission and the Heritage Doll Club. Five families who formerly occupied the turn of the century cottage have advised on its restoration. The museum houses dolls from the Josephine Harrison collection and others, as well as antique radios from Belmont Whittle's collection and sewing machines from Bill and Ada Ormond's collection.

The Cypress House Military Museum opened to the public on July 3, 2004. The Cypress House which was known as the "Honey Moon Cottage" was one of the Whitney Cottages which were built during the 1930's on Long Boat Key, Florida. These cottages were used by the enlisted men of the Armed Forces for R&R during WWII. It houses a growing collection of military artifacts, as well as tape-recorded interviews with local WWII Veterans. Along with the Manatee County Historical Commission, the Manatee County Historical Society and Florida State University, the Palmetto Historical Commission is in the process of collecting interviews and manuscripts from World War II Veterans.

The Historical Commission continues to sponsor three annual prizes for the Manatee County History Fair winners in the Palmetto History category. The Manatee County Agricultural Museum now sponsors the three prizes for winners in the Agriculture category.

The Commission works closely with the City to promote Palmetto and its heritage. The Commission welcomes community participation and encourages the exhibit of private collections in the Carnegie Library.

The Palmetto Historical Commission participates actively in community events, including the Manatee County Fair. The Commission has traditionally hosted the Farm City Week luncheon during Palmetto's annual Tomato Festival. This is the occasion on which nominations (usually posthumously) are made to the Agricultural Hall of Fame. Each December it hosts the Family Celebration of Lights along with Resource Connection for Kids and the City of Palmetto. Also, it continues to host the annual Heritage Day celebration held each March. On the second Saturday in March, an open house is held in the Historical Park. The Carnegie Library serves as the welcoming center for persons returning home for the Heritage Day events, and Heritage Station Post Office is open for business. "Summer Socials" are held on the first Saturday of June, July and August. The "Valentine Social" is held on the first Saturday in February.

The Historical Commission has been improving the buildings in the Historical Park in many ways. The Commission participated in the construction of Heritage Chapel. It also continues to work cooperatively with the Manatee County Agricultural Museum. It is continuing to expand the collections in the Carnegie Library. The Commission has been honored by the Bradenton Herald and the Manatee Herald-Tribune for its continuing work in historic preservation.

During the 2002-2003 school year, the Historical Commission along with the Manatee County Clerk of the Circuit Court, began sponsorship of a new school program aimed at Manatee County's elementary students. Children in grades Kindergarten-5th grade are invited to the

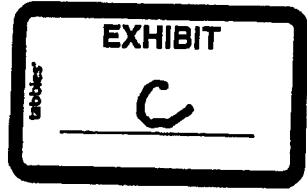
Palmetto Historical Park for a hands-on educational field trip.

The Palmetto Historical Commission welcomes new members and volunteers. It encourages those interested in the preservation of local history and historic buildings to become involved. Its meetings are open to the public.

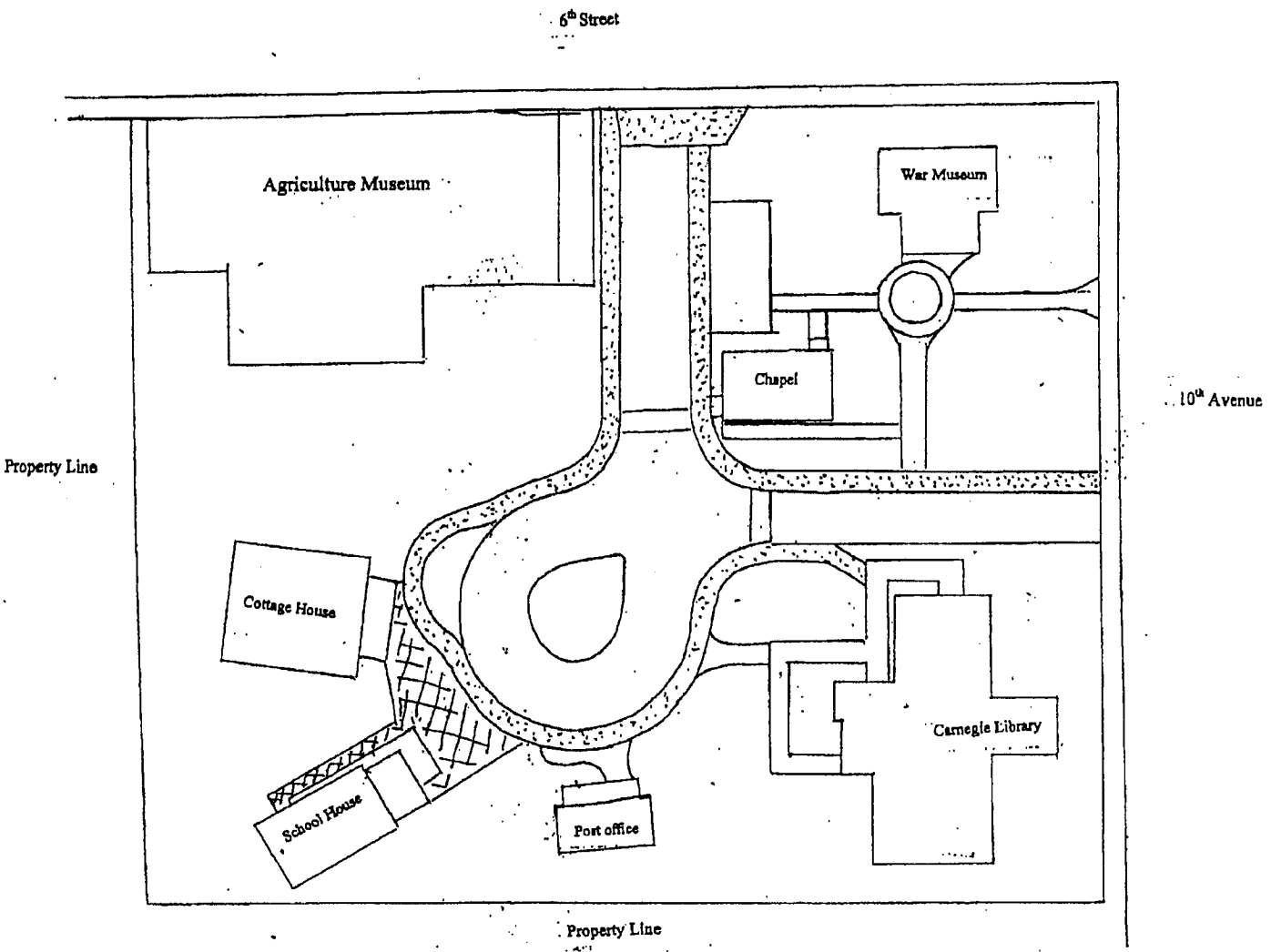
C:\Users\Owner\Documents\COPA\Agreements\Palmetto Hist. Park Commission History.Park.doc



Legal Description: Lot 1, Block D LAMB'S PLAT, as per Plat thereof recorded in Plat Book 1 Page 164 of the Public Records of Manatee County, Florida, lying and being in Section 14, Township 34 South, and Range 17 East



PALMETTO HISTORICAL PARK
SITE PLAN





RECEIVED
JUN 25 2007
RISK MANAGEMENT
DEPARTMENT

**Palmetto Historical Commission, Inc./
Manatee County Agricultural Museum, Inc.
Emergency Preparedness Plan
for
Palmetto Historical Park**

*Updated May, 2007
April 2003*

Each employee is to receive two copies of this plan to keep in the car and at home. Each office is also to keep a copy on file.

THIS PLAN IS TO BE REVIEWED DURING MARCH OF EACH YEAR AND BEFORE THE START OF HURRICANE SEASON.

Buildings included in this plan are: The Carnegie Library, Heritage Station Post Office, Heritage Chapel, The Schoolhouse, The Cottage Museum, The Manatee County Agricultural Museum, and The Cypress House Military Museum.

I. Assessment of Vulnerability

A. The vulnerability checklist will be reviewed in March and monthly during hurricane season. It will be the responsibility of Palmetto Historical Park Coordinator and to be done cooperatively with the City of Palmetto Department of Public Works to ensure readiness in these areas.

i. The sole responsibility of the City of Palmetto:

1. Trees healthy, trimmed, and pruned to remove fronds and dead wood and allow wind flow.
2. Roofs and buildings in good repair. No signs of wear or decay that could allow wind access into buildings.
3. Check to make sure light covers in the front and back of Carnegie Library and the rest of the park are fastened properly, and not in need of repair.

ii. The sole responsibility of the Palmetto Historical Park/Manatee County Agricultural Museum staff:

1. Move items in basement closets at least two feet off floor.
2. Emergency supplies on hand, in working order, and stored in designated locations.
3. Staff aware of recommended procedures outlined in this plan.

B. Vulnerability Assessment (when storm is imminent). Responsibilities of Historical Resources Supervisor and Historical Park Coordinator.

The intensity of the impending storm and the time projected for hurricane landfall must be monitored closely in order to allow adequate preparation time and to allow staff to prepare their own homes and evacuate if necessary. Decisions regarding starting time, extent of protection needed, and completion time for the procedures outlined in this plan, will be made using this information coordinating with the Historical Resources Supervisor of Manatee County, the City of Palmetto, and the Manatee County Emergency Operations Center (MCEOC). If Historical Resources

Supervisor is unavailable, the Historical Park Coordinator will make decision to implement plan, in cooperation with the Manatee Village Historical Park Maintenance Technician, the City of Palmetto, and the MCEOC.

II. Pre-Storm Preparations

A. List of Historical Resources Assets to be protected:

<u>Asset</u>	<u>Responsibility</u>
Staff	Clerk of Circuit Court
Volunteers	Historical Park & Ag Museum Coordinator
Visitors	Historical Park & Ag Museum Coordinator
Special Events Customers	Special Events Coordinator
Park Offices	Historical Park Coordinator/Special Events Coordinator/Ag Museum Coordinator
Kitchen Area	Special Events Coordinator
Park Collections	Historical Park Coordinator
Library Collections	Historical Park Coordinator/Special Events Coordinator
Agricultural Museum Contents	Agricultural Museum Coordinator
Park Buildings	City of Palmetto
Park Grounds	City of Palmetto
Library Building	City of Palmetto
Agricultural Museum Building	City of Palmetto

B. Materials

- i. A file containing written materials related to disaster preparedness and recovery is available to staff and volunteers. The file, labeled "Disaster Plans" is located in the fireproof file cabinet in the **Coordinator's Office at the Palmetto Historical Park**, and in the **Coordinator's Office at the Agricultural Museum**. Responsibility of Coordinators.
- ii. **Televisions are kept in the left closet on the stage in the Carnegie Library.** A key to this closet is located in the closet upstairs in the Library across from the bathrooms. It hangs inside the door & is labeled "library key." The television at the Agricultural Museum is located in the Education Room. Responsibility of Historical Park Coordinator and Agricultural Museum Coordinator.
- iii. Phone rosters and other information subject to change and update. They are attached to this plan in the form of appendices. **Responsibility of Park Coordinator and Agricultural Museum Coordinator.**

C. Implement Plan

- i. All staff to complete their checklist of responsibilities, and assist where needed, working together to make sure all components are completed.

Manatee County Clerk of Circuit Court, Historical Resources Supervisor Checklist

1. Make decisions regarding extent of vulnerability, immediacy of need and timetable for starting and completing process.

Palmetto Historical Park Coordinator's Responsibilities Checklist

1. Direct all disaster plan activities along with the City of Palmetto.
2. Communicate with Clerk of Circuit Court, City of Palmetto, Palmetto Historical Commission President, and Agricultural Museum Coordinator regarding plans.
3. Consult with Palmetto Public Works Department if staff support is needed for preparation of the Palmetto Historical Park.
4. Inform of closing (see telephone numbers in Appendix 2):
 - Sonitrol (Park security system – including Ag Museum)
 - Central One (Fire Alarm System)-**Historical Park**
 - Palmetto Police Department
5. Check appointment calendar and advise where necessary.
6. Back up computer files.
7. Telephone to inform of closing:
 - Special Events Coordinator
 - All tour guides and other volunteers affected by closing
 - All Historical Commission Board of Directors
8. Balance petty cash, keeping remainder on hand. Give all other cash and checks to the Palmetto Historical Commission Treasurer for deposit in bank.
9. File all active files, letters, and attendance records in fireproof file cabinet.
10. Unplug all equipment/appliances and cover with plastic. Move computer and related equipment away from windows and cover with plastic.
11. Clear all surfaces, storing as much as possible in desk drawers or cabinets, secure other materials in plastic bags and place under desks.
12. Tape supply cabinets and file drawers shut.
13. Cover display cases near windows to protect collections from wind damage. Move any old primary source paper items to interior bathroom, up off the floor for storage.
14. Bring in Earthboxes from front of Carnegie Library and in other areas of park.
15. Turn over all memorial park benches located in the Park.
16. Move all outside chairs, swings, and outside furnishings inside the buildings.
17. Turn off air conditioning in all buildings.
18. Activate fire and security alarms.
19. Secure and lock all buildings.

20. Contact City of Palmetto regarding placement of sandbags at all the following: (1) All library ground floor entrances including the doors located on the north and west side of the building and the elevator; (2) All Ag Museum ground floor entrances including front door, garage door, and south barn door.
21. Contact City of Palmetto regarding installation of protective boards over all park windows.
22. Assist where needed.

Manatee County Agricultural Museum Coordinator's Responsibilities Checklist

1. Inform of closing (see telephone numbers in Appendix 2):
Sentry Net (Fire Alarm System)- **Ag Museum**
Palmetto Police Department
Sonitrol (Security monitoring system)
2. Check appointment calendar and advise where necessary.
3. Store active files in file cabinets.
4. Back up computer files.
5. Telephone to inform of closing:
All tour guides and other volunteers affected by closing
President of the Board of Directors
6. Balance petty cash, keeping remainder on hand. Deposit all checks and cash on hand other than petty cash.
7. File all active files, letters, and attendance records in file cabinet.
8. Unplug all equipment/appliances and cover with plastic. Raise computer and related equipment off of floor and cover with plastic.
9. Tape supply cabinets and file drawers shut.
10. Move any old primary source paper items to interior bathroom, up off the floor for storage. Move books on lowest shelves onto top of bookcases.
11. Raise all items being stored under front desk counter up onto a table. Raise all items being stored on floor in lobby closets.
12. Clear off desk, front desk counter and office counter, storing items in box or file cabinet.
13. Bring in Earthboxes from front of Ag Museum and any garden signage and decorations.
14. Secure windmill with lock and chain (chained and locked as of May, 2007). If locked, check on integrity of chain.
15. Fill Igloo container with water for post storm drinking water supply.
16. Turn off air conditioning in building.
17. Move any portable artifacts in lobby into interior of museum, placing on tables if possible.
18. Sandbag inside of barn doors, double doors leading from barn to carpeted area, inside of back door, and outside storage room door.
19. Activate fire and security alarms.

20. Secure and lock building.

21. Assist where needed.

Special Events Coordinator's Responsibilities Checklist

1. Telephone to inform of closing:
All scheduled group tours affected by closing
All wedding parties affected by closing
2. On ground level of Carnegie Library, move any books and files on bottom shelves to two feet or higher.
3. Raise files in ground floor closet two feet off the ground.
4. Unplug all equipment/appliances. Store smaller ones in cabinets.
5. Clear kitchen counters.
6. Cover Library counters and shelves with plastic and tape or tack into place.
7. On first floor, cover file cabinets and shelves with plastic and tape or tack into place.
8. Fill igloo containers with water for post storm drinking supply.
9. Bring trash cans into the caged area of the Agricultural Museum.
10. Assist where needed.

City of Palmetto, Department of Public Works Responsibilities Checklist:

Cooperate with Historical Resources Supervisor and/or Historical Park Coordinator to:

Pre-Storm Preparations:

1. Provide staff support in preparation of imminent storm.
2. Placement of sandbags at all library ground floor entrances including the doors located on the north and west side of the building and at the elevator. Also, placement of sandbags at all doors of the Agricultural Museum, and the other outer buildings located at the Historical Park.
3. Installation of protective boards over all park windows and glass doors.
4. De-energize power and water service at all Park facilities prior to storm's landfall.

Post-Storm Recovery:

1. Re-energize power and water service if determined to be in good working order and undamaged.
2. Remove sandbags at all library ground floor entrances including the doors located on the north and west side of the building and at the elevator. Also, remove sandbags at all doors of the Agricultural Museum, and the other outer buildings located at the Historical Park.
3. Remove all protective boards throughout park.
4. Cooperate with the Historical Resources Supervisor and/or Historical Park Coordinator in recovery efforts.

III. Post Storm Recovery

A. Post Disaster Communication

- i. Contact Clerk of Circuit Court, Historical Commission President, Agricultural Museum Board President, and City of Palmetto as soon as possible regarding status of properties.
- ii. Appendix 1 lists staff telephone numbers.
- iii. Re-entry after a significant storm **only** occurs with a city official for purposes of damage assessment.

B. Insurance

- i. Contact City of Palmetto Building Official to notify of any damage and request site visit as soon as possible.
- ii. Formulate a preliminary damage list as quickly as possible and deliver to City of Palmetto Building Official.
- iii. Photograph damage for future reference.

C. Assessment (To be completed by Damage Assessment Team)

- i. Degree of danger to staff and volunteers regarding:
 1. Electrical hazards-downed power lines, exposed wiring, electrical shock
 2. Trees-unstable tree limbs or trunks
 3. Water-flooding, electrical shock
 4. Sewer-contaminated waters
 5. Building damage-use caution when assessing damage, particularly if it has been severe, as structural members may have been weakened and may pose a hazard.
- ii. Degree of damage to buildings and collections regarding:
 1. Electrical-potential fire
 2. Water-wet collections, moisture in buildings and furnishings
 3. Wind-roof damage, broken windows or doors, exposed interiors
 4. Sewer-contamination
- iii. Degree of damage to landscaping regarding:
 1. Trees-down or damaged, limbs broken and dangling
 2. Bushes and shrubs-wind damaged, flooded
 3. Lawns-salt intrusion, flooded

D. Recovery

- i. **Make temporary provisions for repair and recovery (Coordinated through the City of Palmetto Building Official).**
 1. Make necessary temporary repairs to protect assets from further damage until permanent repairs can be authorized by Clerk of Circuit Court, City of Palmetto, Historical Commission, and Agricultural Museum Board of Directors.
 2. Emphasis should be on stabilization and protection of historical resources. Use materials that have been stockpiled to repair the “protective envelope” with a primary emphasis on securing the exterior and interior from subsequent rainstorms.
 3. Cover roofs with plastic and lathing for temporary protection.
 4. Board windows and doors with plywood for temporary protection.
- ii. **Select methods of repair and recovery (Coordinated through the City of Palmetto Building Official)**
 1. Support sagging ceilings with horizontal timber. Then, drill or penetrate ceiling material, starting first at the outer edges and proceeding carefully toward the center, allowing drainage to occur in a slow and deliberate manner and capturing water as it is drained into portable containers.
 2. Use appropriate absorbent materials to remove moisture from walls and floors. Do not force floors, doors or wood trim back into their original locations while they still contain large amounts of moisture. As wood flooring dries, it will gradually work back into place.
 3. Determine if mildew and mold are existent particularly behind wall coverings. Treat with fungicides.
 4. Test wall cavities for water saturation by drilling four inches above floor or baseboards and checking for moisture. If it is evident, allow to dry by drilling between each vertical interior stud. Allow drainage holes to remain open until the building has been completely stabilized, permitting the spaces to be ventilated and promoting drying.
 5. Remove all floor coverings that are saturated. If electrical power is available, use fans to assist in drying by circulating air and removing moist air out of the building.
 6. If outside humidity level is lower than the interior, open windows and doors to promote ventilation. (If this is possible)

7. Check ceilings, wall cavities and under floor areas to determine if insulation has become saturated. It may be necessary to remove any such materials to permit proper drying.
8. Remove papers and books from shelves, open them and place them in areas of cross ventilation for air-drying.
9. If building has been subjected to flooding, it may contain chemicals, harmful bacteria or sewage. Wear appropriate clothing with particular care given toward protecting your eyes, mouth, and hands. Use disinfectants to wash your hands after cleanup activities and especially prior to eating or drinking.

iii. Assign Duties

- iv. Hire appropriate contractors as needed for repairs. Consult Clerk of Circuit Court, City of Palmetto, Palmetto Historical Commission, and Agricultural Museum Board of Directors regarding emergency purchasing procedures.
- v. Inform Clerk of Circuit Court, Historical Commission President, Agricultural Museum President, and City of Palmetto as soon as possible regarding recovery plan.

E. Critique

- i. Reassess vulnerability, methods of preparation and recovery.
- ii. Send written report to: Clerk of Circuit Court, City of Palmetto Risk Manager, Historical Commission President, and Agricultural Museum President.
- iii. Revise Disaster Preparedness Plan as needed.

IV. Table of Contents of Appendixes

- A. Telephone Roster
- B. Supply List-Palmetto Historical Park
- C. Supply List-Manatee County Agricultural Museum

Appendix A
Emergency Addresses and Phone Numbers

Palmetto Historical Park: 941-723-4991

Manatee County Agricultural Museum: 941-721-2034

Staff:

Cathy Slusser, Deputy Director of Historical Resources

Home: 1469 Center Road, Terra Ceia

Phone: 722-7169 447-6856 (Mobile)

Dean Dixon, Supervisor of Historical Resources

Home: 2211 43rd St. W., Bradenton

Phone: 741-4075 713-2113 (Mobile)

Mandy Polson, Palmetto Historical Park Coordinator

Home: 1200 7th Street West, Palmetto

Phone: 722-8578 773-8268 (Mobile)

Lynn Pope, Special Events Coordinator

Home: 5519 State Road 64 East, Bradenton

Phone: 747-1623 920-1922 (Mobile)

Diane Ingram, Manatee County Agricultural Museum Coordinator

Home: 1508 4th Street West, Palmetto

Phone: 729-4649 713-6185 (Mobile)

Cynthia Keck, Agricultural Museum Assistant

Home: 8309 121st Ave. East, Parrish

Phone: 776-5170 704-1358 (Mobile)

Christian Robins, Maintenance Technician

Home: 303 29th St. West, Bradenton

Phone: 748-6674 920-2521 (Mobile)

Support:

Christine Clyne, Manatee County Clerk of Circuit Court

Phone: 741-4009 941-468-0941 (Mobile)

Cis Paulson, President, Palmetto Historical Commission, Inc.

6806 69th St. E., Palmetto

Phone: 729-3284

Priscilla Trace, President, Manatee County Agricultural Museum

P. O. Box 416, Parrish

Phone: 776-2245 737-4971 (Mobile)

Security Systems (Monitoring):

Sonitrol (Historical Park #92-0568 and Ag Museum #92-0569): 1-800-432-1429

Central One (Historical Park Fire-All buildings **except** Agricultural Museum): 1-800-304-8437

Sentry Net (Ag Museum Fire) #22-4830 1-888-635-9754

Security Systems (Maintenance):

County Telecommunications (All Park Security): 742-5888

All Phase (Park Fire): (727) 328-2272

Omnitech (Ag Museum Fire) #22-4830 758-2832

AAA Fire Protection (Ag Museum Sprinklers) (813) 886-8869

City of Palmetto

City Hall: 723-4570 Police: 721-2000

City of Palmetto Public Works Department: 723-4580

Ron Koper, City of Palmetto Risk Manager/Safety Director

Phone: 723-4580 737-0283 (Mobile)

Roger Titus, City of Palmetto Building Official

Phone: 723-4570

Appendix B

Supply List-Palmetto Historical Park

Ground Floor of Carnegie Library:

Kept in "Disaster Preparedness" Box in supply closet next to restroom

- ❖ Garbage Bags
- ❖ Bug Spray
- ❖ Plastic Utensils
- ❖ Paper Towels
- ❖ Masking Tape
- ❖ Duct Tape
- ❖ Garden Trimmers
- ❖ Toilet Paper
- ❖ Battery Operated Radio
- ❖ Size "C" & "D" batteries
- ❖ Digital camera batteries
- ❖ Disaster Plan Information
- ❖ Work gloves
- ❖ Latex Gloves
- ❖ Hand Sanitizer
- ❖ Face masks
- ❖ Bottle Hand Sanitizer
- ❖ Disposable Camera
- ❖ Flashlight
- ❖ First Aid Kit

Kept in box in supply closet next to restroom

- ❖ Extension Cords
- ❖ Surge Protectors

Kept in tool box in supply closet next to restroom

- ❖ Hammer
- ❖ Screws
- ❖ Screwdrivers

In supply closet:

- ❖ Broom/Dust Pans
- ❖ Mop
- ❖ Buckets
- ❖ Touch-up paint
- ❖ Dolly
- ❖ Plastic Covering

In kitchen cabinet

- ❖ Cleaners
- ❖ First Aid Kit

On Window Sill in Basement

- ❖ Telephone

Top Floor of Carnegie Library:

In supply closet across from restrooms:

- ❖ Back up Disks for Computer
- ❖ Keys to all buildings & Ag Museum

Library Welcome Desk:

- ❖ Maintenance Manuals for Equipment (3rd Drawer)

Located in all buildings:

Fire extinguishers

Appendix C
Supply List for Manatee County Agricultural Museum

(Kept in marked “Disaster Preparedness” Box behind front desk)

- ❖ Large Garbage Bags
- ❖ Small Garbage Bags
- ❖ Plastic Utensils
- ❖ Paper Towels
- ❖ Toilet Paper
- ❖ Back-up Disks for Computer (current Peachtree kept in Diane’s desk drawer and bottom desk drawer in Carnegie Library)
- ❖ Size “C” Batteries
- ❖ Size “D” Batteries
- ❖ Battery-operated Radio
- ❖ Flashlight
- ❖ Copies of Maintenance Manuals for Equipment (kept in file cabinet under Instruction Manuals and on bookshelf)
- ❖ Copy of Disaster Plan
- ❖ Extension Cords (3)
- ❖ Duct Tape
- ❖ Chain and lock for windmill (currently on windmill as of May, 2007)
- ❖ Work Gloves
- ❖ Latex Gloves
- ❖ Hand Sanitizer
- ❖ Face Masks
- ❖ Masking Tape
- ❖ Disposable Camera

(Kept in office closet, under office sink, or shelves)

- ❖ Cleaners
- ❖ Mop/Broom/Dust Pan
- ❖ Bucket
- ❖ Garden Trimmers
- ❖ Flashlight
- ❖ Touch Up Paint
- ❖ Bug Spray
- ❖ Complete Tool Box
- ❖ Keys to Ag Museum & Historical Park

(Kept on front counter of office)

- ❖ Telephone
- ❖ First Aid Kit

(Kept in lobby or storage room)

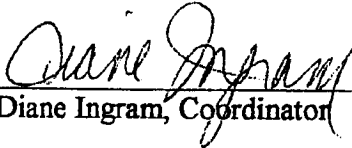
- ❖ Collapsible tables
- ❖ Dolly

June 15, 2007

RECEIVED
JUN 21 2007
RISK MANAGEMENT
DEPARTMENT


To Whom It May Concern:

The 2006 Emergency Preparedness Plan for the Palmetto Historical Park has been updated as of June 15, 2007. The plan was reviewed and updated by Diane Ingram, Agricultural Museum Coordinator and Amanda Polson, Palmetto Historical Park Coordinator.



Diane Ingram, Coordinator

6-16-07
Date



Amanda Polson, Coordinator

6-16-07
Date

EXHIBIT E

Insurance Requirements for the Palmetto Historical Park

1. The City of Palmetto will maintain Commercial General Liability and Property insurance for the Palmetto Historical Park in appropriate limits. The City of Palmetto is not responsible for the contents of any facility within the Palmetto Historical Park.
2. Palmetto Historical Commission, Inc. will maintain Commercial General Liability insurance for the Palmetto Historical Commission. Said Commercial General Liability policy shall list the City of Palmetto and the Manatee County Clerk of Circuit Court and Comptroller as an additional insured, and shall include Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Contractual Liability and Advertising Injury Liability with the following limits: \$1,000,000 each occurrence / \$1,000,000 general aggregate.
3. Manatee County Agricultural Museum will maintain Commercial General Liability and Property insurance for the property subject to the Lease executed by the City of Palmetto and the Manatee County Agricultural Museum, Inc. on April 3, 1997. Said Commercial General Liability policy shall list the City of Palmetto and the Manatee County Clerk of Circuit Court and Comptroller as an additional insured, and shall include Bodily Injury Liability, Property Damage Liability, Personal Injury Liability, Contractual Liability and Advertising Injury Liability with the following limits: \$1,000,000 each occurrence / \$1,000,000 general aggregate. Said Property Insurance in the appropriate limit shall list the City of Palmetto as an additional insured. The Manatee Agricultural Museum may as an option reimburse the City of Palmetto for its pro-rata share of Property insurance maintained by the City.
4. Any Independent Contractor or Vendor providing goods or services within the Palmetto Historical Park will maintain Commercial General Liability Insurance with the following limits: \$1,000,000 each occurrence / \$1,000,000 general aggregate.

MOTION: Mrs. Lancaster moved, Ms. Cornwell seconded and motion carried 4-0 to adopt Ordinance No. 07-934.

MOTION: Mrs. Lancaster moved, Ms. Cornwell seconded and motion carried 4-0 to adopt Ordinance No. 07-935.

MOTION: Mrs. Lancaster moved, Ms. Cornwell seconded and motion carried 4-0 to adopt Ordinance No. 07-936.

6. PUBLIC HEARING: ORDINANCE NO. 07-940

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA, PROVIDING FOR FINDINGS OF FACT; AMENDING CHAPTER 7, ARTICLE 1 OF THE CITY CODE OF ORDINANCES BY ADDING SECTION 7-2, PERTAINING TO BUILDING PERMITS; AMENDING SECTIONS 7-218 AND 7-224 OF THE CITY CODE OF ORDINANCES CONCERNING TREE REMOVAL; AMENDING IN ITS ENTIRETY SECTION 7-225 OF THE CITY CODE OF ORDINANCES, PERTAINING TO ENFORCEMENT; AMENDING CHAPTER 7, ARTICLE X OF THE CITY CODE OF ORDINANCES BY ADDING SECTION 7-226, PERTAINING TO REPLACEMENT OF TREES AND CASH PAYMENT IN LIEU THEREOF; AMENDING CHAPTER 7, ARTICLE X OF THE CITY CODE OF ORDINANCES BY ADDING SECTION 7-227, PERTAINING TO ENFORCEMENT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Bustle opened the public hearing. Attorney Hall requested that Commission continue the public hearing to allow staff time to address an issue that has been brought to their attention. If any revision is substantial, the ordinance will be brought back for a first reading and advertising approval.

MOTION: Mrs. Lancaster moved, Ms. Cornwell seconded and motion carried 4-0 to continue the public hearing for Ordinance No. 07-940 to September 24, 2007.

7. RESOLUTION NO. 07-33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA; PROVIDING FOR FINDINGS OF FACT; ESTABLISHING AND PROVIDING A SCHEDULE OF FEES PERTAINING TO TREE REMOVAL AND REPLACEMENT ; SUPERSEDING RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Mrs. Lancaster moved, Ms. Cornwell seconded and motion carried 4-0 to continue Resolution No. 07-33 to September 24, 2007.

8. INTERLOCAL AGREEMENT RELATING TO OPERATION AND MAINTENANCE OF THE PALMETTO HISTORICAL PARK

Mr. Lukowiak informed Commission a meeting had been held with all parties involved in the Interlocal Agreement relating to the Historical Park, to discuss the outstanding alcohol on the grounds issue and the insurance issue.

Col. Pack stated the Palmetto Historical Commission (PHC), Ag Museum and Manatee County Clerk's Office accept the document as written, not including Exhibit E. He reviewed his proposal to Exhibit E as follows:

Under Paragraph 2, remove Independent Contractor, making it a stand-alone item. The PHC insurance carrier has stated it is impossible to acquire this type of insurance. Col. Pack assured Commission that if the PHC brings in an independent contractor they will be responsible for the

insuring the independent contractor. Mr. Lukowiak stated staff has no objection to the removal of independent contractors from Exhibit E, provided the issue is spoken to in another part of the agreement.

Delete Paragraph 4 referring to Worker's Compensation Insurance coverage on employees engaged in the operation of the Historical Park. Attorney Hall concurred.

Paragraph 3 referring to the Ag Museum, there is a conflict with Paragraph 1. The Ag Museum's lease with the City requires that the Ag Museum acquire its own insurance; currently the City purchases the insurance and Ag Museum reimburses the City the cost. The document needs to be amended to make the insurance requirement consistent with the lease. Ron Koper stated the City insures the building, but he is only aware of the City paying the premium. Attorney Hall stated the lease requires public liability insurance. Col. Pack suggested that because the Ag Museum must abide by the existing lease, the museum should be removed from Exhibit E. Diane Ingram, Ag Museum representative, informed Commission the museum has a policy for liability insurance, they are billed quarterly by the City to pay their share of the Ag Museum building's property insurance. Mr. Koper confirmed the commercial liability insurance includes the property insurance but not the contents. Mr. Williams opined the Ag Museum lease should become part of the Interlocal Agreement as Exhibit F.

Attorney Hall suggested it would be beneficial for all parties involved to meet to document each party's responsibility so there will be consistency among documents. She opined it would be appropriate for Commission to approve the document, subject to the meeting and agreement among all parties on Exhibit E.

Col. Pack stated all the buildings in the Park are covered by the City. Currently the Ag Museum pays the insurance for its building. He suggested that if the City released the Ag Museum from that responsibility, the PHC, Ag Museum or vendors would be responsible for the liability insurance for the entire Park. Attorney Hall stated she could create language that will properly reflect the museum's insurance responsibility. Commission did not object to the amendment to the lease.

Col. Pack stated the Emergency Preparedness Plan for the Park was approved by Ron Koper. Mr. Lukowiak confirmed the Plan has been incorporated into the City's Emergency Preparedness Plan.

Attorney Hall will research to determine if the quarterly Coordination Meeting is subject to the Sunshine Law.

Discussion ensued on the lack of an escape clause except by default and the attorney's fees clause. Attorney Hall confirmed the continuation of the agreement is subject to each entity's funding. No amendments to these two sections of the agreement were made.

MOTION: Mr. Williams moved, Ms. Varnadore seconded and motion carried 4-0 to approve and authorize the Mayor to execute the Interlocal Agreement Relating to Operation and Maintenance of the Palmetto Historical Park, contingent upon the meeting with respective staff to resolve the noted issues.

Ms. Varnadore advised Commission that she had additional information regarding the previous issue, but that knowledge did not influence her vote.