

TAB 4



City of Palmetto Agenda Item

Meeting Date

7/25/11

Presenter: **Jim Freeman**

Department: **Finance**

Title: Use of School Board Property by the City for storage of equipment

Background:

The attached contract extends the initial agreement whereby the City is allowed to continue storing personal equipment at one of the buildings that was purchased by the School Board from the CRA. This sale of CRA property to the Manatee County School Board was a result of the elementary school relocation. This agreement will extend the City's ability to store equipment at the building indefinitely until such time that the School Board provides 30 days notice to the City.

9/12/2011

PURSUANT TO THE ATTACHED EMAIL FROM ATTORNEY BARNEBEY, THE SCHOOL BOARD HAS DELETED THE REQUIREMENT THAT THE CITY MUST INSURE THE BUILDING.

Budgeted Amount: **Budget Page No(s):** **Available Amount:** **Expenditure Amount:**

Additional Budgetary Information:

Funding Source(s): **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:**

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/Direction Requested:

Staff Contact:

Attachments:

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2011, by and between The School Board of Manatee County, Florida, a public body corporate ("School Board") and City of Palmetto, a municipal corporation of the State of Florida ("City").

RECITALS:

1. The School Board acquired the Property in 2009, described on Exhibit A attached hereto and hereby made a part of this Agreement (the "Property") from the Palmetto Community Redevelopment Agency, a public body corporate and politic ("CRA").
2. Located upon the Property are Buildings ("Buildings") in which the City, through the coordination with the CRA, has continuously stored personal property for a period of time.
3. The City had entered into an Agreement with the School Board in June 2009, which permitted the City of Palmetto to continue to store personal property for a two (2) year term which expires June 2011.
4. As an accommodation to the City, the School Board has agreed to continue to allow the City to leave its personal property in the Buildings, so long as the School Board has access to the Property to enable it to prepare to move forward with any future school development project on the property.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. The foregoing Recitals are true and correct and are incorporated into this Agreement by reference.
2. The City shall be entitled to limited access to the Property for the sole purpose of storing, managing, working with and removing the personal property stored in the Buildings, for a period commencing upon execution of this Agreement and continuing in perpetuity, until such time the School Board provides a thirty (30) day written notice to the City. At the expiration of its occupancy, the City shall surrender the Property in as good state and condition as existed at the commencement of this Agreement, reasonable use and wear thereof and damages by the elements accepted.
3. The City shall pay to the School Board the sum of ONE DOLLAR (\$1.00) for the use of the Buildings during the term provided herein.
4. The City will keep the contents insured and shall maintain public liability insurance (or, at its option self-insure liability), naming School Board as an additional insured as its interest may appear, and City until City's property is removed. Once the City's personal property is removed, the City will relinquish all access to the Property and deliver all keys and any other access devices for the Buildings to the School Board.

5. The School Board will have full access to all areas of the Property at all times, upon reasonable notice to the City. The School Board shall not disturb or move the City's personal property.

6. This Agreement does not create a landlord/tenant relationship, but constitutes a mere license in favor of the City to occupy the Property in strict accordance with the terms and conditions of this Agreement.

7. The City shall make no alterations or improvement to the Property without the written consent by the School Board.

8. The City shall pay for all utility costs incurred by their use of the Buildings or Property through the term of this Agreement.

9. The City shall, at its sole expense, keep and maintain the Buildings on the Property and appurtenances in their current condition and state of repair during the term of this Agreement. The City shall be responsible for the lawn and landscaping. School Board shall have no obligation or duty to repair, replace or maintain any of the improvements, fixtures or personal property located on the Property during the term hereof, nor to maintain the systems located in the Buildings on the Property.

10. The School Board shall not be liable to the City or to any other person for any damages to, or loss or destruction of, property, assets or rights of any kind, or for injury to or death of any person upon the Property arising from any cause whatsoever; and, and subject to limitations provided by law and without in any way waiving any sovereign immunity provided by law, City shall indemnify and hold harmless the School Board from any and against any and all liabilities, claims, damages, expenses, fees, fines, and penalties arising from any such damage, loss, destruction, injury or death, or arising from or in any way connected with the City's use, occupancy, management or control of the Property.

11. Any notices required to be given by this Agreement shall be in writing and hand-delivered or sent by certified United States mail, return receipt requested, addressed to the persons and places specified for giving notice below, or to such other person or place specified for giving notice as designated by written notice in the manner provided above.

FOR CITY OF PALMETTO: Mayor, City of Palmetto
516 8th Avenue West
Palmetto, Florida 34221

FOR SCHOOL BOARD: Superintendent
School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206

With copies to:

Mark Barnebey
Kirk-Pinkerton, P.A.
1301 6th Avenue West, Suite 102
Bradenton, Florida 34205

12. This Agreement shall be construed under Florida law. The venue of any action or suit brought in connection herewith shall be in Manatee County. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. This Agreement may not be altered or modified except in a written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto set their respective hands and affixed their seals on the day and year indicated below.

Signed, sealed and delivered
in the presence of:

**SCHOOL BOARD OF MANATEE
COUNTY, FLORIDA**, a public body
corporate

Witness Signature

By: _____
Robert C. Gause, Chairman

Print Name

ATTEST: _____
Tim McGonegal, Superintendent

Witness Signature

Date Executed: _____, 2011

Print Name

Approved to Form and Legal Sufficiency

By: _____

CITY OF PALMETTO, a municipal
corporation of the State of Florida

Witness Signature

By: _____
Shirley Groover-Bryant, Mayor

Print Name

ATTEST: _____

Witness Signature

Name: _____

Print Name

Date Executed: _____, 2011

school



200009	
PARCEL ID:	2698200009
PRIMARY ADDRESS:	818 10TH AVE W PL
UNIT:	removed
OWNER:	SCHOOL BOARD OF MANATEE COUNTY FL
SECONDARY OWNER:	removed
COMMISSIONER:	Larry Bustle
SUBDIVISION:	BRUNES SUB PB1/274
SUBDIVISION_LOT_BLOC K:	4 A
ACRES:	.4247
LUC:	8600
LUC DESCRIPTION:	County (1555)
ZONING:	CITY

FUTURE LAND USE:	CITY
SECTION INDEX:	S14 T34 R17
FLOOD_ZONE:	X
FLOOD_WAY:	N
FLOOD_MAP:	189_B
IMPACT_FEE_DIST:	B - NW
HISTORIC:	URBAN-B
OVERLAYS:	NONE
WATERSHED:	NONE
FIRE_DISTRICT:	North River
EVACUATION_ZONE:	C
SPECIAL_AREAS:	CRA,CRA Greenway,NONE

SCHOOL_SVC_AREA:	SSA-1
FRONTAGE:	100
OWN_ADDR:	215 MANATEE AVE W
OWN_ADDR2:	removed
OWN_CITY:	BRADENTON
OWN_ST:	FL
OWN_ZIP:	34205
OWN_CNTRY:	removed
OWN_CNT_ZIP:	removed
SELECTPIN:	2698200009

Legend

Base Map	Interstates and Highways	Interstate
		U.S. Highway
		State Road
		County Road
		Business Road
	Interstates	Interstates and other major highways
	Highways	Major thoroughfares
	Minor Thoroughfares	Minor thoroughfares
	Local Streets	Local (residential-area) level streets
	Private Streets	apartment, condo, access roads - named
	Railroads	
	Streams	canal; creek; river; stream

	Buildings	drainage
		AGRICULTURAL
		AIRPORT
		COMMERCIAL
		CULTURAL
		EDUCATION
		GENERAL
		GOVERNMENT
		HOTEL
		INDUSTRIAL
		MEDICAL
		MOBILE HOME

		RECREATION
		RELIGIOUS
		RESIDENTIAL
		TRANSPORTATION
		WAREHOUSE
	Cities	Anna Maria
		Bradenton
		Bradenton Beach
		Holmes Beach
		Longboat Key
		Palmetto



This map was developed by the Manatee County Geographic Information Systems division. It is provided for general reference, is subject to change, and is not warranted for any particular use or purpose. Errors from non-coincidence of features from different sources may be present.
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Leo Mills & Associates, Inc.

LICENSED BUSINESS NO. 015 SURVEYING • LAND PLANNING

LEO MILLS - PSM 1735
LEO MILLS, JR. - PSM 3513
MEMBER: FLORIDA SURVEYING
AND MAPPING SOCIETY &
MINNESOTA CHAPTER SURVEYING
AND MAPPING SOCIETY

020 8th AVENUE WEST, PALMETTO, FL 34221 22 NORTH POLK AVENUE, ARCADIA, FL 34266
PHONE: (941)722-2480 FAX: (941)722-8840 PHONE: (888)993-4141 FAX: (888)993-2846

LOTS A, B, 6, & 7 BLOCK A
SUBDIVISION BRUNJES
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK NO. 1 PAGE 27A
SECTION 1A TOWNSHIP 34 SOUTH, RANGE 17 EAST
PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA
FOR THE EXCLUSIVE USE OF CITY OF PALMETTO COMMUNITY REDEVELOPMENT AGENCY
ADDRESS: 81A & 81A 10th AVENUE WEST

SURVEYOR'S CERTIFICATE:

BY: LEO MILLS, JR.
REGISTERED STATE OF FLORIDA PROFESSIONAL
SURVEYOR & MAPPER NO. 3813
DATE OF SURVEY 7-10-08
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER.
THIS SURVEY REPORT IS PROVIDED IN HARD COPY
FORMAT ONLY. ALL GRAPHIC AND TEXT DATA IS
COPYRIGHTED.

BOUNDARY SURVEY

REVISED: NE PROPERTY CORNER 8/23/08

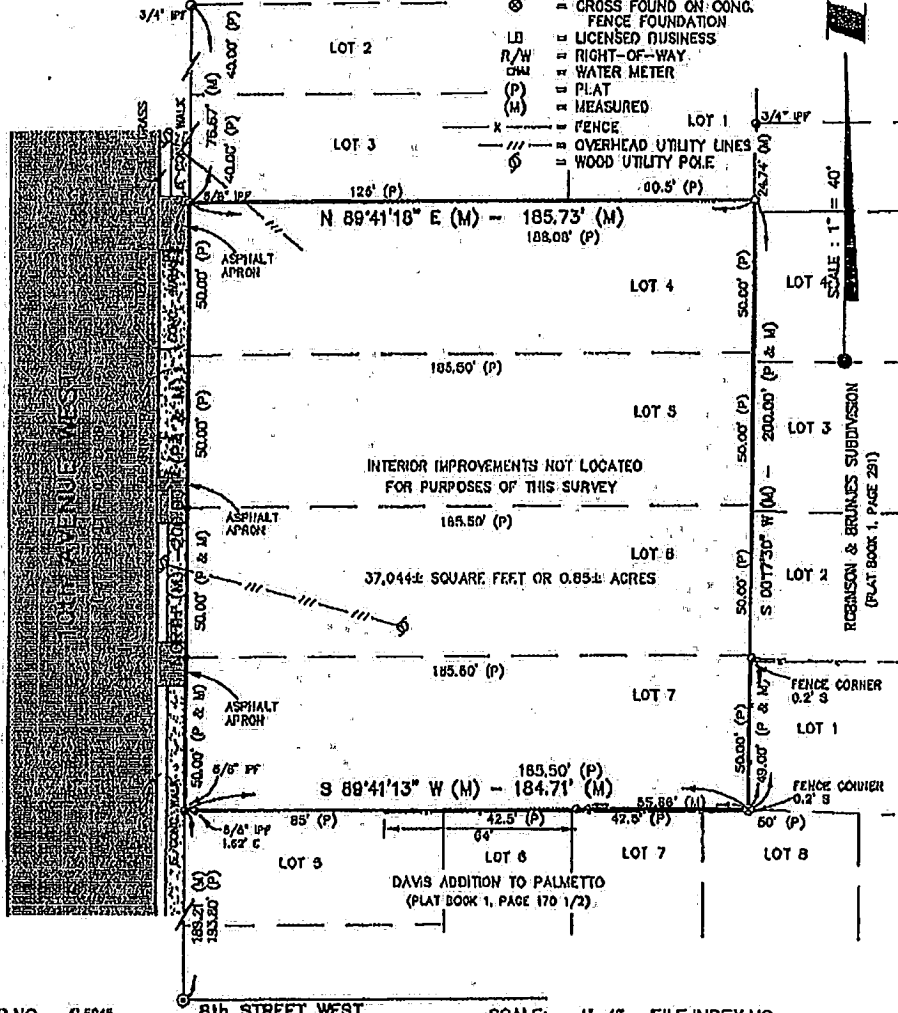
CERTIFIED TO:
CITY OF PALMETTO COMMUNITY REDEVELOPMENT AGENCY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
OYE, DETRICH, PRADIER, PEYRUFF & ST. PAUL, P.L.

LEGEND

- = 1/2" IRON ROD SET - LB 813
- ⊙ = NAIL AND TAB FOUND - LD 013
- = 1/2" IRON ROD FOUND - LS 1735
- ⊖ = IRON PIPE FOUND (IPF) - SIZE AS NOTED
- ⊗ = CROSS FOUND ON CONC.
- = FENCE FOUNDATION
- LD = LICENSED BUSINESS
- R/W = RIGHT-OF-WAY
- DM = WATER METER
- (P) = PLAT
- (M) = MEASURED
- X = FENCE
- = OVERHEAD UTILITY LINES
- ⊕ = WOOD UTILITY POLE

NOTES:



1. BEARINGS SHOWN HEREON REFER TO THE EAST RIGHT-OF-WAY LINE OF 10TH AVENUE WEST BEING ASSUMED AS NORTH.
2. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS IF ANY, NOT LOCATED FOR PURPOSES OF THIS SURVEY.
3. THE SUBJECT LAND LIES IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY-PANEL NUMBER 120168-0003-C (FIRM INDEX DATED 11/18/03). SUBJECT TO VERIFICATION.
4. THIS SURVEY HAS BEEN PREPARED PURSUANT TO TITLE COMMITMENT NO. 08080502 PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED 05-30-08 FOR CITY OF PALMETTO COMMUNITY REDEVELOPMENT AGENCY.
5. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE CERTIFIED TO WILL BE AT THEIR SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
6. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD.



Diane Ponder

From: Mark Barnebey [mbarnebey@kirkpinkerton.com]
Sent: Monday, August 29, 2011 3:51 PM
To: Diane Ponder; Jim Freeman
Cc: Karen Simpson
Subject: FW: COP Storage Building - Revise Agreement
Attachments: COP-PES Storage Building Agreement.docx

After speaking with the folks at the League of Cities, there was a question of whether the City could insure the building. I asked the School Board to remove that portion of the requirement and they have sent over a revised version deleting the requirement to ensure the building. It will have to go back to the School Board for approval if the Commission approves it tonight. This is the form that should be considered by the Commission. Mark

 KIRK PINKERTON ATTORNEYS AT LAW		
Attorney at Law <i>Board Certified in City, County and Local Government Law</i>	Mark P. Barnebey Shareholder	
	Office: 941.744.2288	
	Direct: 941.364.2403	
First Bank Financial Center	Fax: 941.744.9691	
1301 6th Avenue West		
Suite 102	E-mail: mbarnebey@kirkpinkerton.com	
Bradenton, FL 34205	Website: www.kirkpinkerton.com	

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From: Alisa Cline [mailto:clinea@fc.manatee.k12.fl.us]

Sent: Monday, August 29, 2011 2:56 PM

To: Mark Barnebey

Subject: COP Storage Building - Revise Agreement

Mark,

Here is the revised agreement - deleting the word "Building" as requested. Please sign for legal sufficiency.

Please process this document as appropriate with the City of Palmetto. We are scheduling this revised agreement for the 9/12 School Board meeting.

Thanks!

Alisa Cline, Planning Specialist
Facilities Planning and Land Acquisition
Manatee County School District
1 Matzke Way, Bradenton FL 34208
(941) 708-8800 Ext 1182
(941) 708-8832 Fax