

DECEMBER 31, 2002

The Board of County Commissioners, Manatee County, Florida, met in SPECIAL SESSION in the Administrative Center, 1112 Manatee Avenue West, Bradenton, Florida, Tuesday, December 31, 2002, at 9:06 a.m.

Present were Commissioners:

Amy Stein, Chairman
Patricia M. Glass, Second Vice-Chairman
Jane W. von Hahmann, Third Vice-Chairman
Ron Getman
Joe McClash

Absent were:

Jonathan Bruce, First Vice-Chairman (vacation)
Gwendolyn Y. Brown (vacation)

Also present were:

Ernie Padgett, County Administrator
Tedd Williams, Jr., County Attorney
Susan G. Romine, Board Records Supervisor,
representing R. B. Shore, Clerk of Circuit Court

Invocation by Mrs. von Hahmann.

AGENDA

Agenda and notice of December 31, 2002, Special Meeting.

[BC20021231DOC001](#)

PARRISH HEALTH CENTER

Mickey Presha, Rural Health Services, Inc., stated the Parrish Family Healthcare Center in the old Parrish school facility cannot be expanded to meet the growing need. Rural Health Services is proposing to build on ten acres adjacent to the Parrish Family Healthcare Center. The new Parrish Health Center will increase exam room space and allow for the addition of pediatrics and a pharmacy. He requested the County commit \$50,000 as part of a matching grant from the State Department of Health (\$50,000 State match) and Federal Medicaid match of \$142,895, for total of \$242,895.

Motion was made by Mrs. Glass to authorize the Chairman to execute a letter of intent to Rural Health Services, Inc., committing matching funds in the amount of \$50,000 for the construction of a new Parrish Health Center. Motion was seconded by Mrs. von Hahmann and carried 5 to 0.

[BC20021231DOC002](#)

ROBINSON PRESERVE

Tedd Williams, County Attorney, advised that a federal lawsuit has been filed in the matter of Robinson Farms, Inc. v. Centex Homes. The claim involves a breach of contract filed by Robinson Farms, Inc., against Centex Homes for development of The Estuary property, with a counter-claim by Centex Homes for the Court to impose an equitable lien on the property for improvements made on site. He advised that Manatee County is not a party in the litigation, but could be added at a later date. He advised that Hold Harmless language was incorporated into the agreement securing Manatee County from any damages resulting from litigation.

Charles Hunsicker, Ecosystems Administrator, stated the Purchase Agreement with Robinson Farms, Inc. and William C. Robinson (as party to the agreement) involves acquisition by the County of 483 acres of the parent 683-acre Estuary tract to be known as the "Robinson Preserve" for \$16,420,000. The purchase price includes a \$6,420,000 charitable donation by Robinson Farms and payment by the County in the amount of \$10,000,000. The \$10,000,000 would be subsidized by a Florida Communities Trust (FCT) grant award of \$6,056,250, for an estimated final cost to the County of \$4,000,000. Mr. Hunsicker showed photographs of the Robinson Preserve.

The Agreement outlines development rights for the 200 acres, which are to be retained by the Robinson family to construct the Estuary Golf and Country Club. The Robinson family agrees to construct and maintain a dedicated access to the golf course from Manatee Avenue to the south as a private road; however, should the construction of the road prove unsuccessful, the Robinson family will provide \$250,000 toward the improvements of 9th Avenue Northwest. The Robinson family also agrees to convey all remaining Development Rights of the golf course property to the County.

Mr. Hunsicker stated the property would be brought to the Board sometime in April 2003 to rezone the land [PDR-98-20(G)(R)] to an appropriate zoning category for the County's intended use.

Mr. Williams outlined language changes as follows:

- **Section 34** (Page 17): **"County shall relocate at County's expense, that portion of the existing County 16-inch waterline, which underlies proposed tees and greens of the Golf Course and/or clubhouse and residential units."** The language should continue with "County **may** relocate..." followed by the rest of the existing language.
- **Section 1.7** (Page 3) – **Insert** a period (.) after the word "above"; and **delete** the stricken word ~~upon~~;
- **Section 6.2** (Page 6) – **Last sentence** to read "County and Seller authorize the County Attorney to provide ~~the~~ **Buyer's** notice required herein."

There were no objections.

While displaying a layout of the golf course, Carol Clarke, Planning Director, explained the details involved in the Rezoning Contingency, as outlined in Section 10 of the Agreement.

Jeffery Steinsnyder, Deputy Chief Assistant County Attorney, stated the language change made to Section 34 would also be made to **Condition T(10) in Exhibit D**.

Caleb Grimes, attorney representing Robinson Farms, Inc., stated Mr. Robinson was in agreement with the changes made.

Patricia McVoy, Assistant County Attorney, pointed out the Agreement, as presented, does not address impact fee credibility of the \$250,000 contribution for the 9th Avenue Northwest improvements. She requested authorization to incorporate the appropriate language to **Condition T(5) in Exhibit D**, and to **insert** a sentence to state **"Such payment shall not be impact fee creditable."** There were no objections.

Motion was made by Mrs. von Hahmann, seconded by Mr. McClash, and carried 5 to 0, to authorize the Chairman to sign the contract for the fee simple purchase of approximately 483 acres, a.k.a. Robinson Preserve, and certain development rights over 200 acres of land to be developed as the Estuaries Golf and Country Club, all located between 99th Street West, Manatee River to the north, Perico Bayou to the west, and Palma Sola Bay to the south, for the amount of \$16,420,000, including a charitable donation from the owner in the amount of \$6,420,000, for a County cash purchase in the amount of \$10,000,000. [BC20021231DOC003](#)

SENIOR SANTAS TOUR OF LIGHTS

Ernie Padgett, County Administrator, reported on the success of the Senior Santas Tour of Christmas Lights. A total of 940 senior citizens participated and the tour was extended an additional night. **Ted Nowosad** was commended for coming up with the idea. [BC20021231DOC004](#)

MEETING ADJOURNED

There being no further business, the meeting was adjourned.

Adj: 10:02 a.m.
/rll

Minutes Approved: February 4, 2003