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COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF PALMETTO
FOR
5th STREET LID IMPLEMENTATION (N340)

THIS COOPERATIVE FUNDING AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF PALMETTO, a municipal corporation of the State of Florida, whose address is 516 8th Avenue West, Palmetto, Florida 34221, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the CITY proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of the construction of stormwater Low Impact Development (LID) techniques to improve water quality prior to discharge into the Manatee River, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the PROJECT worthwhile and desires to assist the CITY in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the CITY, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT MANAGER AND NOTICES. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT: Chris Zajac
Project Manager for the CITY: Jeff Burton

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project

Manager and his or her Department Director, or Deputy Executive Director if the Department Director is the Project Manager. The DISTRICT'S Project Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in Paragraph 7, Contract Period.

1.2 The DISTRICT'S Project Manager is authorized to adjust a line item amount of the Project Budget contained in the Project Plan set forth in Exhibit "B" or, if applicable, the refined budget as set forth in Subparagraph 3.2 below. The authorization must be in writing, explain the reason for the adjustment, and be signed by the Project Manager, his or her Department Director and Deputy Executive Director. The DISTRICT'S Project Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.

2. SCOPE OF WORK. Upon receipt of written notice to proceed from the DISTRICT, the CITY will perform the services necessary to complete the PROJECT in accordance with the Special Project Terms and Conditions set forth in Exhibit "A" and the CITY'S Project Plan set forth in Exhibit "B." Any changes to this Scope of Work and associated costs, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the CITY prior to being performed by the CITY, subject to the provisions of Paragraph 3, Funding. The CITY will be solely responsible for managing the PROJECT, including the hiring and supervising of any consultants or contractors it engages in order to complete the PROJECT.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING. The parties anticipate that the total cost of the PROJECT will be One Million One Hundred Sixty-Five Thousand Dollars (\$1,165,000). The DISTRICT agrees to fund PROJECT costs up to Five Hundred Eighty-Two Thousand Five Hundred Dollars (\$582,500) and will have no obligation to pay any costs beyond this maximum amount. The CITY agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT. The CITY will be the lead party to this Agreement and pay PROJECT costs prior to requesting reimbursement from the DISTRICT.

3.1 Any federal, state, local or grant monies received by the CITY for this PROJECT will be applied to equally reduce each party's share of PROJECT costs. The CITY will provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. In the event the DISTRICT provides funding for the PROJECT in excess of the DISTRICT'S share after all federal, state, local and grant monies have been applied as set forth herein, CITY will promptly refund such overpaid amounts to the DISTRICT.

3.2 The DISTRICT will reimburse the CITY for the DISTRICT'S share of the PROJECT costs in accordance with the Project Budget contained in the Project Plan set forth in Exhibit "B." The CITY may contract with contractor(s) in accordance with the Special Project Terms and Conditions set forth in Exhibit "A." Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s)

will refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT will reimburse the CITY for 50 percent of all allowable costs in each DISTRICT approved invoice received from the CITY, but at no point in time will the DISTRICT'S expenditure amount under this Agreement exceed expenditures made by the CITY. Payment will be made to the CITY within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices will be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 1166
Brooksville, Florida 34605-1166

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Project Manager in order to expedite the review process. Failure of the CITY to submit invoices to the DISTRICT in the manner provided herein will relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

- 3.3 Any travel expenses which may be authorized under this Agreement will be paid in accordance with Section 112.061, F.S., as may be amended from time to time.
- 3.4 The DISTRICT will not reimburse the CITY for any purpose not specifically identified in Paragraph 2, Scope of Work.
- 3.5 Surcharges added to third party invoices are not considered an allowable cost under this Agreement.
- 3.6 The DISTRICT will have no obligation and will not reimburse the CITY for any costs under this Agreement until construction of the PROJECT has commenced.
- 3.7 Each CITY invoice must include the following certification, and the CITY hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the CITY'S matching funds, as represented in this invoice, are directly related to the performance under the 5th Street LID Implementation (N340) agreement between the Southwest Florida Water Management District and the City of Palmetto (Agreement No. 12C00000003), are allowable, allocable, properly documented, and are in accordance with the approved project budget. The CITY has been allocated a total of \$__ in federal, state, local or grant monies for this PROJECT. \$__ has been allocated to this invoice, reducing the DISTRICT'S and CITY'S share to \$__."

3.8 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.

4. COMPLETION DATES. The CITY will commence construction of the PROJECT by February 15, 2012, will complete the PROJECT by September 30, 2012 and will otherwise meet the milestones established in this Agreement, as may be extended by the DISTRICT in accordance with Paragraph 1 of this Agreement. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the CITY, the CITY'S obligations to meet the time frames provided in this Agreement will be suspended for the period of time the condition continues to exist. During such suspension, this Agreement will remain in effect. The suspension of the CITY'S obligations provided for in this provision will be the CITY'S sole remedy for the delays set forth herein.
5. FAILURE TO COMPLETE PROJECT. The CITY will repay the DISTRICT all funds the DISTRICT paid to the CITY under this Agreement, if: a) the CITY fails to complete the PROJECT in accordance with Paragraph 4 of this Agreement; b) the DISTRICT determines, in its sole discretion and judgment, that the CITY has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; or c) the CITY fails to appropriate sufficient funds to complete the PROJECT. The CITY will be obligated to pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of CITY'S failure to repay the DISTRICT in accordance with this Paragraph.
6. OPERATION AND MAINTENANCE. After construction is completed, the CITY will operate and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the resource benefits as described in the Project Plan are achieved. In the event the PROJECT is not operated and maintained in accordance with these requirements, the CITY will pay to the DISTRICT an early termination fee. The fee will be five percent (5%) of total DISTRICT monies contributed to the PROJECT for each year or a fraction thereof for early termination of the PROJECT. The CITY will be obligated to pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of CITY'S failure to repay the DISTRICT in accordance with this Paragraph. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.
7. CONTRACT PERIOD. This Agreement will be effective upon execution by the parties and will remain in effect through November 30, 2012, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the CITY, whichever occurs first, unless amended in writing by the parties. The CITY will not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.
8. PROJECT RECORDS AND DOCUMENTS. Each party, upon request, will permit the other party to examine or audit all PROJECT related records and documents during or following completion of the PROJECT. Payments made to CITY under this Agreement will be reduced for amounts found to be not allowable under this Agreement by an audit.

The CITY will refund to the DISTRICT all such disallowed payments. If an audit is undertaken by either party, all required records will be maintained until the audit has been completed and all questions arising from it are resolved. Each party will maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party will allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, will be upon the asserting party.

9. REPORTS. The CITY will provide the DISTRICT with copies of any and all reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.
10. LIABILITY. Each party hereto agrees to defend, indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. The indemnified party will have the right to approve counsel selected by the indemnifying party. This provision does not constitute a waiver of either party's sovereign immunity or extend either party's liability beyond the limits established in Section 768.28, F.S. Additionally, this provision will not be construed to impose contractual liability on either party for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S.
11. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet specific milestones established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. In addition to the above, the DISTRICT may terminate this Agreement if, in its sole discretion and judgment, it determines that the CITY has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of the PROJECT. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.
12. RELEASE OF INFORMATION. The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing advance notices or copies to the other party. This provision will not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION. The CITY will recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition will be subject to DISTRICT approval. If construction is involved, the CITY will provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.
14. PERMITS AND REAL PROPERTY RIGHTS. The CITY must obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT will have no obligation to reimburse the CITY for any costs under this Agreement until the CITY has obtained such permits and property rights necessary to undertake the PROJECT.
15. LAW COMPLIANCE. Each party will comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the CITY'S professional designers and the DISTRICT'S regulation and projects staff will meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations, however, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.
16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING. The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the CITY to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.
 - 16.1 If requested, the DISTRICT will assist the CITY by sharing information to help the cooperator in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.
 - 16.2 The CITY agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as Exhibit "C." The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

17. ASSIGNMENT. Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.
18. SUBCONTRACTORS. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the CITY.
19. THIRD PARTY BENEFICIARIES. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.
20. LOBBYING PROHIBITION. Pursuant to Section 216.347, F.S., the CITY is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
21. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The CITY agrees to include this provision in all subcontracts issued as a result of this Agreement.
22. DISCRIMINATION. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The CITY agrees to include this provision in all subcontracts issued as a result of this Agreement.
23. GOVERNING LAW. All aspects of this Agreement are governed by Florida law and venue will be in Hernando County, Florida.
24. SURVIVAL. The provisions of this Agreement that require performance after the expiration or termination of this Agreement will remain in force notwithstanding the expiration or termination of this Agreement including Subparagraph 3.1 and Paragraphs 5, 6, and 10.

25. ENTIRE AGREEMENT. This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
26. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to Exhibit "B," and then to Exhibit "C."

Exhibit "A" Special Project Terms and Conditions
Exhibit "B" Project Plan
Exhibit "C" Minority/Women Owned and Small Business Utilization Report Form

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Bruce C. Wirth, Deputy Executive Director Date

CITY OF PALMETTO

By: _____
Shirley Groover Bryant, Mayor Date

COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF PALMETTO
FOR
5th STREET LID IMPLEMENTATION (N340)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<i>mm</i>	<i>9/30/11</i>
RISK MGMT	<i>N/A</i>	
CONTRACTS	<i>gme</i>	<i>9/30/11</i>
DEPT DIRECTOR	<i>mm</i>	<i>10/4/11</i>
DEPUTY EXEC DIR		
GOVERNING BOARD		<i>N/A gme</i>

EXHIBIT "A"
SPECIAL PROJECT TERMS AND CONDITIONS

1. CONTRACTING WITH CONTRACTOR. The CITY may engage the services of a contractor(s), hereinafter referred to as the "CONTRACTOR," to perform the services in accordance with the CITY'S Project Plan previously submitted to the DISTRICT and attached as Exhibit "B." The CITY will be responsible for administering the contracts with the CONTRACTOR.
2. APPROVAL OF CONSTRUCTION BID DOCUMENTS. The CITY must obtain the DISTRICT'S written approval of all construction bid documents prior to being advertised or otherwise solicited. The DISTRICT will not unreasonably withhold its approval. The DISTRICT'S approval of the construction bid documents does not constitute a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction documents, or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations, or laws. The DISTRICT'S approval will not constitute a waiver of the CITY'S obligation to assure that the design professional performs according to the standards of his or her profession. The CITY will require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.
3. DISTRICT PARTICIPATION IN REVIEW OF CITY'S SELECTION OF CONTRACTOR. The CITY will provide the DISTRICT with a tabulation of CONTRACTOR bids and a recommendation to award. The CITY must obtain the DISTRICT'S approval of the selected CONTRACTOR prior to proceeding with construction of the PROJECT and the DISTRICT will not unreasonably withhold its approval.
4. APPROVAL OF CONTRACTS. The CITY must obtain the DISTRICT'S prior written approval of any contracts entered into with its CONTRACTORS. The DISTRICT will not unreasonably withhold its approval.

EXHIBIT "B"
PROJECT PLAN

PROJECT DESCRIPTION

The PROJECT is located in the downtown area of the CITY. A variety of Low Impact Development (LID) techniques will be constructed along 5th Street to improve stormwater treatment. Stormwater runoff from this highly urbanized commercial area currently receives little to no treatment before discharging into the Manatee River.

This PROJECT will involve the construction of a variety of LID technologies that may include landscape islands, rain gardens, bio-swales, pervious pavement and stormwater harvesting. The newly designed stormwater treatment system will capture and treat runoff from approximately 10 acres of urbanized land. The PROJECT may also include educational signage throughout the site to promote LID technologies in redevelopment areas.

The purpose of this PROJECT is to retrofit the existing stormwater system along 5th Street in the downtown area of the CITY by implementing the following LID techniques:

- 1) The construction of landscape islands, rain gardens, bio-swales, pervious pavement and stormwater harvesting structures.
- 2) The PROJECT may involve educational signage throughout the site to promote LID technologies implemented if funds are available after construction is completed.

PROJECT TASKS

The CITY is responsible for the completion of the following:

1. Land Acquisition: The CITY will acquire any additional lands needed for the proposed construction, and will coordinate certain PROJECT specifics, as required.
2. Design and Permitting: The CITY will prepare design documents for the implementation of the proposed LID techniques (plans, calculations, etc.), and make application to the DISTRICT'S Regulatory Department for the construction of the improvements.
3. Construction: The CITY, and its CONTRACTOR(S), will construct the improvements in accordance with the permitted Plans and Specifications.
4. Transfer to Operational Phase: The CITY will provide certified "As-Built" drawings upon completion, and will file (with the DISTRICT) for the Transfer from Construction to Operational Phase.

PROJECT SCHEDULE

The LID implementations listed above will be designed, permitted and bid as one construction PROJECT. The following tasks will be completed as indicated below:

Design and Permitting Completed	Within 30 days of Notice to Proceed
Award of Construction Bid	January 1, 2012
Commence Construction	February 15, 2012
Complete Construction	September 30, 2012

PROJECT DELIVERABLES

The CITY will deliver the following:

- Final Construction Drawings
- Certified As-Built Documents
- A report indicating all CONTRACTORS and sub-contractors who performed work in association with the PROJECT, the amount spent with each CONTRACTOR or sub-contractor, and whether each CONTRACTOR or sub-contractor was a minority-or woman-owned or small business enterprise as required by Paragraph 16 of this Agreement.

PROJECT BUDGET

Task	CITY	DISTRICT	Total
Construction	\$582,500	\$582,500	\$1,165,000

EXHIBIT "C"

MINORITYWOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*		BUSINESS CLASSIFICATION						UNKNOWN			
		CERTIFIED MBE			NON-CERTIFIED MBE						
		AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN
Cooperator: _____											
Agreement No.: _____											
Project Name: _____											
Total Project Cost: _____											
TOTAL AMOUNT PAID											
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED											

* Our organization does not collect minority status data.

Signature _____ Date _____

Print Name and Title _____

**DRAFT
CRA BOARD
AUGUST 15, 2011**

CRA Board Members

Shirley Groover Bryant, Presiding Officer
Brian Williams, Chair
Mary Lancaster, Vice Chair
Tamara Cornwell
Tambra Varnadore
Alan Zirkelbach

Staff Present

Mark Barnebey, City Attorney
Jeff Burton, CRA Executive Director
Jim Freeman, City Clerk
Allen Tusing, Public Works Director
Rick Wells, Chief of Police
Diane Ponder, Deputy Clerk-Administration

PUBLIC COMMENT: None

Presiding Officer Bryant called the meeting to order at 8:10 p.m.

 1. CRA BOARD AGENDA APPROVAL

MOTION: Mrs. Lancaster moved, Mr. Zirkelbach seconded and motion carried 5-0 to approve the August 15, 2011 CRA Board agenda.

 2. CRA BOARD CONSENT AGENDA APPROVAL

A) Minutes: June 14, 2011 (Joint CRA/CRA Advisory Board), August 1, 2011

MOTION: Ms. Varnadore moved, Mrs. Lancaster seconded and motion carried 5-0 to approve the August 15, 2011 CRA Consent Agenda.

 3. 5th STREET STREETScape

Mr. Burton informed the Board that Southwest Florida Water Management District (SWFWMD) has issued the acceptance agreement for the \$585,000 matching grant, which is in the hands of the attorney for review. The project will encompass the area of 5th Street between 8th Ave and 10th Ave. The CRA will fund close to \$1million of the project. The matching portion of the grant will fund the stormwater component of the streetscape project. The project will include the CBI parking lot and the demolition of the CBI building.

Mr. Burton stated the topic was being brought forward as informational only to ensure the Board is aware of the proposal for the CBI building and lot, and to allow for public comment. He confirmed that the grant could be in jeopardy by not taking action at this meeting, because the funds come available October 1st. Delaying the approval of this project could jeopardize future SWFWMD grant applications.

Mr. Burton confirmed that at this point the streetscape is still conceptual. Once the final design is completed, it will be provided to the Board. Board input on the amenities of the project can occur during the process.

The conceptual plan complies with the Comprehensive Plan and Downtown Development Guidelines. The CBI building does not conform to either document, thus the plan to demolish the structure. Mr. Burton discussed the parking, stormwater treatment, and possible private sector building construction on the Olympia Theatre parking lot that will be created during this project.

A letter from Jane Hunter commenting on the streetscape project and the planned demolition of the CBI building was read into the record.

Chris Humphrey commented on the fact that he has asked to purchase the CBI building for three years, stating his opinion the building can be used.

Mr. Burton rebutted some of the items mention in Ms. Hunter's letter, explaining.

1. The public lot at City Hall, not the City Hall parking lot, was suggested for a streetscape on 8th Ave. The CRA Advisory Board did not approve the proposed project.
2. The proposed area of the 5th Street streetscape was chosen because of complaints received from the then Public Works Director of Operations, Mr. Kinn.
3. The project will serve as a pilot program for SWFWMD [stormwater treatment].
4. The project was created according to City documents that are currently in place governing development in the downtown commercial core.
5. The project will serve as a plan to create a pedestrian-friendly downtown.

Discussion ensued on the response to RFP issued for the CBI building. The plan for the building would have seen the outer metal shell removed and a total new façade and roof skin installed, together with bringing the building to code. Mr. Burton stated that being so new to his position, he had not had the chance to read all the documents governing development that were in place; i.e; the Downtown Development Guidelines. Once it was determined that document was enforceable by law, the building did not fit; therefore, the RFP would not have been appropriate.

Attorney Barnebey confirmed that the CRA Board has received information on this topic as far back as September, 2010. He and Mr. Burton wanted to make sure it is understood that during this project the CBI building will be demolished.



4. CRA DIRECTOR'S COMMENTS

A conceptual plan for the gateways will soon be coming forward. A conceptual plan for the Green Bridge entrance will be made by local art students that will cost approximately \$3,000. He will also work with agriculture students for the median plantings. He was cautioned to work closely with the students to ensure the proper theme and plantings are considered in the plans.



5. PRESIDING OFFICER'S COMMENTS

Complimented Mr. Burton and his staff, and Mr. Tusing and the Building Official, when holding meetings with potential businesses coming into town. So far, they have facilitated two new businesses and are working on the third.



6. CRA BOARD MEMBERS' COMMENTS

Ms. Cornwell inquired if Mr. Burton has met with the eye doctor. Mr. Burton will make another contact.

She passed on information about Haines City and other cities that have centers she would be interested in field tripping to see. One is a swimming pool center.



Attorney Barnebey commented on considering the SWFWMD Grant contract, and the fact the next CRA and Commission meeting is not scheduled until September 12, 2011. He stated the contract is generally consistent with their normal provisions and it could be approved contingent upon attorney and the chair (presiding officer) approval.

MOTION: Mr. Williams moved, Mr. Zirkelbach seconded and motion carried 5-0 to approve, and authorize execution by the Mayor, the grant agreement contract with Southwest Florida Water Management District, subject to Chair and City Attorney approval.

Attorney Barnebey recommended that the agreement also be approved by Commission.

Mr. Burton stated that the CRA Advisory Board will hold a special meeting August 25, 2011 to discuss the CRA budget.

Meeting adjourned at 8:55 p.m.

Minutes approved:

James R. Freeman
City Clerk

Jenny Silverio

From: Cheryl Miller
Sent: Thursday, November 03, 2011 3:01 PM
To: Jenny Silverio
Cc: Jeff Burton
Subject: RE: CRAAB Motion for LID Grant

Jenny:

Yes, this will work. We need the advisory board to approve their part of the award. Please make sure, in the point paper, the CRA Adv Board is also aware of the financial impact tied to this grant. The CRA's portion is \$582,500; total award \$1,365,000.

Cheryl A. Miller, CGFO, MBA
Senior Accountant
Finance Dept
City Hall x7111

From: Jenny Silverio
Sent: Thursday, November 03, 2011 11:38 AM
To: Cheryl Miller
Cc: Jeff Burton
Subject: CRAAB Motion for LID Grant

Cheryl,

You requested and advised that the 5th Street LID Implementation Agreement needed to go in front of the CRA Advisory Board for approval even though the CRA Board has approved. Can you please approve the motion below or provide what you would like for it to read?

MOTION: APPROVE THE COOPERATIVE FUNDING AGREEMENT BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND CITY OF PALMETTO COMMUNITY REDEVELOPMENT AGENCY FOR 5TH STREET LID IMPLEMENTATION (N340) UPON CITY ATTORNEY'S FINAL REVIEW.

Thank you so much. I need this back asap.

Jen ☺

*Jenny Silverio, Administrative Assistant
Community Redevelopment Agency
715 4th Street West
Palmetto, FL 34221
(941)723-4988 x1103
(941)723-4704-fax
JSilverio@PalmettoFl.org
"Enthusiasm Is not taught-it is caught!"*