

TAB 9

**City of Palmetto and Manatee County Joint Meeting
April 7, 2008-4:00pm Commission Meeting**

POINT PAPER

Problem: The City and County have several ongoing projects that required cooperation from both entities to complete the work.

Background:

Staff has identified several ongoing projects that require resources and cooperation between the City and County. In preparation for the joint meeting with the County at 7:00pm on April 7, 2008, staff has created point papers and supporting overview documents in an effort to familiarize Commissioners with the status and issues for each project. The following projects will be discussed and any supporting documentation is included for your review.

- Erie Road landfill
- 7th Street Extension
- Lincoln Park
- Jackson Park Stormwater ILA
- US 41 Median Maintenance
- Blackstone Aquatic Center

Alternatives:

N/A

Recommendation: Staff to discuss status of each project and answer questions from the Commission.

Budget Impact:

N/A

JOINT MEETING: PALMETTO CITY COMMISSION AND MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

**Palma Sola Room
Civic Center
Palmetto, Florida**

**Manatee County Office: (941) 745-3700
Palmetto City Hall: (941) 723-4570**

- AGENDA -

7:00 P.M. – 9:00 P.M.

April 7, 2008

- I. Call to Order, Pledge and Invocation – Mayor Larry Bustle**
- II. Erie Road Landfill Permit Responsibilities– Mayor Bustle and Commissioner von Hahmann**
- III. 7th Street Extension Civic Center Parking Lot – Commissioner von Hahmann**
- IV. Lincoln Park – Commissioner von Hahmann**
- V. Jackson Park Stormwater Project Joint Agreement - Chris Lukowiak**
- VI. US 41 Median Maintenance - Chris Lukowiak**
- VII. Blackstone Aquatic Facility – Mayor Bustle**
- VIII. Adjourn**

The Facilitator may take business out of order if he determines that such a change in the agenda's schedule will expedite the business of the Meeting.

City of Palmetto
Point Paper
on
Erie Road Landfill
April 7, 2008

ISSUE:

Manatee County has suggested that its responsibilities as the “permittee” under the FDEP closure permit for the Erie Road landfill (“Landfill”) have been met, and that operation of the Landfill should revert back to the City of Palmetto pursuant to an agreement entered into between the County and the City in 1982 (“Agreement”). Based on information currently available to the City, City staff is of the opinion that the County has not satisfied its obligation under said Agreement and that operation of the landfill should remain with the County. The definition of the word “closure”, as used in the Agreement and in applicable Florida Department of Environmental Protection (FDEP) regulations, is at the center of the parties’ disagreement.

BACKGROUND:

City staff has reviewed City files as well as documents from the files of the County Utilities Department, the County Attorney’s Office, and the FDEP (but has not yet had an opportunity to review files of the Manatee County Mosquito Control District). It appears from these documents that in 1959 the City acquired at least 40 of the 80 acres that later became the Erie Rd. Landfill. It is not clear how or when the remaining land was acquired. The County initiated permitting of use of the acreage as a sanitary landfill in 1967. Records indicate that as early as 1968 the Mosquito Control District operated the Landfill. In 1971 the Landfill began charging duping fees, and the County and City agreed to split revenues from the Landfill on a 60% / 40% basis. Concerns regarding the capacity of the Landfill began to arise in the late 1970s. In 1981 the County replaced the Mosquito Control District as operator of the Landfill under the FDEP permit. The County and City entered into an interlocal agreement in 1981, and then a revised agreement in 1982. The primary purpose of both agreements was to provide the City credit for the transfer of certain equipment. In a somewhat ambiguous provision, the agreements also provided that the City would pay a monthly amount to the County towards operating expenses for the Landfill. Neither City nor County records contain evidence of the City being invoiced for or paying a share of monthly operating expenses.

In May of 2005 the City Commission approved amendments to the lease entered into between Manatee County Radio Controllers. The amendments authorized use of Landfill property for a paintball operation provided that certain terms and conditions were met. The City Commission also approved a sublease entered into between the Radio Controllers and Bradenton Lawn & Fun, who planned to operate the paintball facility. Without the City’s knowledge, the paintball operator installed certain improvements on the subleased property and did not obtain prior approval from Manatee County. Upon discovering the unauthorized improvements, the County informally notified the City that said installation constituted both a code violation and a violation of

the FDEP closure permit. The City promptly contacted the Radio Controllers and the paintball operator, and issued a Stop Work order.

Over the last year, City staff has met with County administrators, staff and attorneys on a number of occasions to discuss the Landfill. Initial discussions centered on resolving the situation cause by installation of the unauthorized improvements. The parties agreed that no further activity would take place on the paintball site, and that Manatee County would submit a permit modification request to FDEP to see what, if any, additional regulation and costs would result from operation of a paintball park. While the modification was pending with FDEP, County staff first raised the issue of the City taking over as permittee under the closure permit. At that time City staff agreed to enter into negotiations addressing the possible transfer of the permit to the City. After being apprised of the situation by County staff at several Board meetings, the County Commission more than once directed County staff to pursue such negotiations. Although the City has provided a draft agreement to County staff that is consistent with the County Commission's direction, County staff now appears to be advocating for the immediate transfer of operation of the Landfill to the City. County staff also has withdrawn the permit modification request relating to operation of the paintball park.

In a County Commission meeting on February 12, 2008 the Board approved the scheduling of a joint meeting with the City Commission and directed the county utilities staff to ask FDEP to terminate the landfill closure permit; i.e., to seek a declaration from FDEP that there is no longer a risk to the environment from the site and no longer a need to continue monitoring the site for environmental impacts. County staff reported that this would be the third time the County has sought to terminate the permit and that FDEP was unlikely to approve termination at this time. A joint meeting of the Manatee County Board of County Commissioners and the Palmetto City Commission is scheduled for April 7, 2008.

Manatee County chose to assume responsibility for closure of the Landfill as part of a bargained-for agreement, and has been fulfilling that responsibility for more than two decades. It is unclear to the City why County staff - - only now - - is insisting that the permit be transferred to the City. Given the fact that the City has not participated in closure activities during that time period, and given the unknown future liability associated with the Landfill, City staff believes that a hasty transfer of the closure permit is not in the best interest of the City. Assuming FDEP declines to grant the County's request for termination of the closure permit, Staff suggests that the more prudent course of action would be to gather as much information as possible about existing and potential liabilities associated with the Landfill and then resume negotiations with Manatee County.

ERIE ROAD LANDFILL CHRONOLOGY

- 4-10-59 Deed from Stephen Diamond, Inc. to City of Palmetto conveying land believed to be Erie Rd. Landfill site.
- 6-27-67 Public hearing before the Board of County Commissioners (BOCC) on "Commission Initiated" petition to permit a "county sanitary landfill" on current Erie Rd. Landfill site.
- 10-17-67 Agreement between Manatee County and City of Bradenton permitting County to use two and a half acres of the City of Bradenton Landfill to dispose of County waste for period of 60 days.
- 5-10-68 Example of Manatee Mosquito Control District resolution requesting annual payment from City for expenses associated with operation of landfill.
- 1-20-70 L. Rhodes (Manatee Mosquito Control District) letter to Mayor G. Alderman discussing landfill 40 acre tract zoned for sanitary landfill use.
- 12-2-71 L. Rhodes (Manatee Mosquito Control District) letter to Mayor G. Alderman stating that the district has facilities in place at the Erie Rd. Landfill and is ready to begin charging dumping fees upon the City's approval.
- 12-14-71 Joint resolution of Manatee County and City of Palmetto stating that Manatee County Mosquito Control District shall distribute revenues from landfill 60% to County and 40% to City.
- 5-12-78 L. Rhodes (Manatee Mosquito Control District) letter to R. Lombardo (City Engineer?) stating that only 20 acres of 80 acre landfill site remains unused.
- 5-16-78 L. Rhodes (Manatee Mosquito Control District) letter to Mayor J. Holland re potential purchase of additional 40 acres for landfill purposes, with County purchasing 20 of those acres; also provides economic analysis of continued operation of Erie Rd. Landfill and Lena Rd. Landfill.
- 8-8-80 Example of Manatee Mosquito Control District resolution requesting annual payment from City for expenses associated with operation of landfill.

- 7-29-81 Mayor J. Holland letter to "Superintendent Curtis Hornsby" discussing transition to Lena Rd. Landfill from Erie Rd. Landfill.
- 9-21-81 Mayor J. Holland letter to P. Lewis (DER / FDEP) requesting that Operation Permit S041-6646 be transferred from Manatee County Mosquito Control to the Manatee County Board of County Commissioners on October 1, 1981.
- 9-15-81 Interlocal Agreement for Crediting Transfer of Equipment at Erie Rd. Landfill executed by County
- 10-1-81 Transfer of Final operating Permit from the City to the County (per M. Sikora chronology).
- 3-2-82 Interlocal Agreement for Crediting Transfer of Equipment at Erie Rd. Landfill executed by County and City
- 5-1-83 Expiration date of Final Operating Permit (per M. Sikora chronology).
- 12-2-83 P. Davis (County) letter to Mayor L. Baten outlining closure procedures and billing and stating that although the landfill closed on February 27, 1982 the County has not had DER/FDEP evaluate the site per applicable regulations.
- 7-13-87 Deed conveying Erie Road from City to County.
- 2-29-96 County submits closure permit renewal application to FDEP.
- 4-22-96 HDR Engineering, Inc. Closure Permit Renewal Application (prepared for County); states that landfill was in operation from 1959 until 1982; states as follows: "The Landfill was closed and accepted by Florida Department of Environmental Protection (FDEP). As such, per Rule 62-701.600(1)(a)1., Florida Administrative Code (FAC) this landfill is exempt from the Landfill Final Closure requirements." (Emphasis supplied.)
- 9-15-98 DEP Permit No. 69686-001-SF issued; attached to end of report is page from April 1996 HDR Engineering, Inc. permit application stating: "The Landfill was closed and accepted by Florida Department of Environmental Protection (FDEP). As such, per Rule 62-701.600(1)(a)1., Florida Administrative Code (FAC) this landfill is exempt from the Landfill Final Closure requirements."
- 8-9-01 D. Gray Request for Legal Services to County Attorney's Office inquiring as to meaning of the word "closed" as used in 1982 Interlocal Agreement.

- 8-17-01 D. Gray email to M. Sikora attaching background information from County's April 1996 permit application and mentioning a file search for old records contained at the Lena Rd landfill site.
- 2-11-02 G. Pagington (County) email to M. Sikora stating that Final Operating Permit No. SO41-6646 was transferred from the City of Palmetto to Manatee County on October 1, 1981 and listing "City of Palmetto files" as the source for such information; email also states "Cessation of Dumping: March 12, 1982" and cites City files as the source.
- 3-19-04 DEP Permit No. 69686-002-SF issued (replaces permit number 69686-001-SF); permit recites official date of closing as July 1983 and "date of solid waste rule in effect at closing" as November 25, 1982.
- 2-22-05 C. Lukowiak letter to S. Pelz (FDEP) attaching MSDS for paintballs and map indicating proposed use of same, and asking whether a modification to the existing permit would be required.
- 5-27-05 City approves MCRC Lease Amendment allowing paintball operation.
- 6-29-05 City executes Consent to Partial Assignment of Lease Agreement.
- 6-30-05 MCRC enters into sublease with Bradenton Lawn and Fun
- 9-14-05 Letter from County to FDEP acknowledging that the County received a request from MCRC to operate a paintball facility, and asking FDEP if a permit modification would be required.
- 8-3-05 P. Strong (County) email to J. Andruzzi (County) stating that paintball operation is allowed in the Agricultural zoning district with a special permit.
- 9-30-05 Letter from County to City stating that there was no approval for buildings on paintball site and advising of County Stop Work Order.
- 10-5-05 G. DiFonzo letter to S. Morgan (FDEP) stating that paintball facilities have been installed without required County approvals and that it is "the County's firm intention to pursue the transfer of the Erie Rd. Long-Term Care Permit to the City of Palmetto".
- 10-6-05 Meeting with County staff; Gus DiFonzo, in attendance; Gus reports that County has submitted proposal to FDEP showing what's on the ground at paintball location and asking if a modification would be necessary; Dan Gray suggestion that City take back landfill and County pay \$\$ to City; E. Padgett suggestion the County consider

accepting landfill property from City but only after City remedies paintball problems.

- 10-19-05 City issues Notice of Default to MCRC.
- 10-20-05 MCRC issues Notice of Default to Bradenton Lawn and Fun.
- 11-15-05 D. Gray letter to S. Morgan of FDEP advising that City and County officials and staff have met and have agreed "to disband the notion of a Paintball Operation / Facility at the Erie Rd. Landfill".
- 12-12-05 C. Lukowiak letter to D. Gray attaching description of proposed paintball activities and expressing the City's desire to allow the paintball operation to continue.
- 1-19-06 FDEP inspects landfill and identifies unpermitted utilities and paintball facilities.
- 2-3-06 D. Gray letter to C. Lukowiak requesting that City "not pursue" paintball park; stating "As the permit holder . . . the County will continue to work diligently with the City to provide a balanced recreational facility that meets FDEP approval".
- 2-13-06 C. Lukowiak letter to D. Gray requesting a meeting between City and County staffs, and FDEP representatives.
- 3-15-06 C. Lukowiak letter to FDEP [Referenced in 3-31-06 E. Padgett letter]
- 2-23-06 J. Morris (FDEP) email to G. DiFonzo explaining that closure construction activities for the Erie Rd. Landfill were approved by FDEP in July of 1983 such that the rules then found in Chapter 17-7, F.A.C., with an effective date of November 25, 1982, apply; email also states that per said rules, stabilization is included in closure requirements and Erie Rd. Landfill is not yet stabilized.
- 3-31-06 E. Padgett letter to C. Lukowiak asserting that County has no records showing that the City was billed for or paid its 40% of expenses from 1988 until the present.
- 6-26-06 J. Morris (FDEP) email to G. DiFonzo providing that there are two alternatives to resolve the status of the paintball operation: 1) obtain a minor modification to the permit, or 2) remove all paintball facilities and cease operation.
- 6-27-06 Meeting between City and County officials and staff. County Administrator agrees to submit permit modification re paintball

activities with understanding that the County will review draft stipulations associated with proposed modification and decide at that time whether to proceed with the modification.

- 7-5-06 Joint meeting between City and County re multiple issues, including landfill
- 7-11-06 G. DiFonzo email to B. Dilworth: “. . . [T]he joint decision to proceed with the permit modification for the paintball field is only exploratory at this point. There should be no expectation that the County has agreed to file and accept a permit mod for the paintball field / operation. The County made it clear that it will pursue the permit mod, but acceptance and initiation of the permit mod by the County will be dependent on the conditions, both operational and financial, imposed by DEP.”
- 7-25-06 C. Lukowiak letter to D. Rothfuss memorializing 7-5-06 joint meeting between City and County re multiple issues; landfill discussion is recapped as follows:
- “The County has agreed to file a minor modification request to FDEP . . . for the paintball operation. When the FDEP response [sic] to the request, both staffs will reconvene to discuss the constraints or other requirements FDEP may place on the operation, including regulatory oversight, costs, liabilities, etc., at this time, the feasibility of the Paint Ball Operation remaining in place will be determined.”
- 2-20-07 Meeting between representative of County, City, FDEP and Manatee County Radio Controllers; FDEP asserts that minor permit modification will be needed for paintball park operation.
- 6-19-07 BOCC discussion of landfill; County staff directed to pursue “possible” transfer of permit to City; BOCC minutes state that the motion, as amended, was to “formalize interlocal agreement with possible transfer of permit to City of palmetto”; motion passed 7-0
- 6-19-07 BOCC meeting minutes re landfill discussion: “D. Gray stated he will submit the application to FDEP and identify stipulations resulting from the application and will begin discussions with the City of Palmetto to formalize the agreements among the parties.”
- 6-19-07 County staff memo and BOCC agenda materials provide background info for BOCC discussion; memo addresses 6-27-06 joint City/County meeting as follows:

“The primary purpose of the meeting was to address the county’s request that all improvements on the property associated with the paintball operation be removed no later than 120 days, or June 6, 2006. To date, there was no action to remove any of the structures / facilities affiliated with the Paintball Park. After much debate, the meeting concluded with the County Administrator agreeing to at least submit a request for a permit Modification . . . for the construction and operation of a Paintball Park. The County Administrator agreed to this action with the understanding that the County would not any expend funds, and if the County disagreed with the stipulations that FDEP proposed with the Permit Modification, the County reserved the right to withdraw the permit modification request, and not support the paintball activity at the [landfill].”

BOCC Agenda Memorandum states “Staff requests that the BCC direct the County Attorney’s Office and Utility Operations Department to pursue the transfer of the long-term closure permit for the Erie Road Landfill to the City of Palmetto”. Memo also states that “the County has not billed or received any financial contributions from the City of Palmetto”.

- 6-20-07 City publicly apologizes for supporting paintball operation without consulting County.
- 6-21-07 D. Gray letter to S. Pelz of DEP requesting permit modification.
- 7-13-07 G. DiFonzo memorandum to D. Gray containing recommendations of terms “to be incorporated into the planned agreement between Manatee County (County) and the City of Palmetto (City) for the transfer of the Erie Road Closed Class I Landfill, Long Term Care Permit # 69686-0022-SF”.
- 8-27-07 Joint meeting between City and County re landfill; County staff says City should take the permit back and then seek their own permit modification; City says County should apply for modification; permit transfer is a separate issue; E. Hunzeker agrees to ask BOCC if they would agree to permit modification prior to transfer of permit to City.
- 8-27-07 BOCC discusses landfill at workshop meeting. No minutes located.
- 9-13-07 J. Morris (FDEP) email to G. DiFonzo attaching permit modification requirements
- 9-14-07 G. DiFonzo email to C. Lukowiak stating that County has requested additional time from FDEP to review draft permit.

- 9-18-07 D. Gray sends waiver to FDEP extending time by which FDEP must grant or deny permit modification request to November 6, 2007.
- 9-26-07 C. Lukowiak letter to D.Gray proposing compromise, accepting responsibility for all costs and liability associated with paintball facility and agreeing to negotiate transfer of permit to City in 2014.
- 10-31-07 D. Gray sends waiver to FDEP extending time by which FDEP must grant or deny permit modification request to December 21, 2007.
- 11-20-07 E. Hunzeker letter to Mayor giving City ultimatum and deadline for response; draft FDEP modified permit with revisions applicable to paintball facility is attached to letter; E. Hunzeker states that County will not agree to conditions included in draft permit.
- 12-7-07 Mayor letter to E. Hunzeker recounting history of landfill.
- 12-10-07 D. Gray letter to FDEP requesting withdraw of application for permit modification.
- 12-14-07 Mayor L. Bustle letter to A. Stein seeking clarification of BOCC direction given at 6-19-07 meeting
- 1-8-08 BOCC discussion of landfill; T. Williams comment on ambiguity of the word "closure".
- 2-7-08 Mayor notified by phone of landfill item being placed on BOCC 2-12-08 agenda, despite fact that agreed upon joint meeting had not taken place.

INFORMATION PAPER

7TH STREET EXTENSION

The City has presented all interested parties with a conceptual plan and the associated price quote for the extension of 7th Street from US 301/41, through the Civic Center parking lot, to Haben Boulevard. (attached)

The County has requested a number of changes to the initial conceptual plan, and City staff has obtained a revised cost estimate to accommodate these additional improvements. (attached)

The City Commission has approved the CRA's utilizing existing loan proceeds, allocated for public improvements, to fund the extension of 7th Street.

The Bank has approved the plan as appropriate for the discounted interest rate, so the loan is suitable for funding this project.

The CRA Board will consider the action at its meeting on April 9, 2008.

The City has submitted a draft Interlocal Agreement to the County (attached), and is waiting for a response.

*from
C. Lukowak
12/7/07*

**JOINT PARTICIPATION AGREEMENT
FOR EXTENSION OF 7TH STREET WEST FROM
US 41/301 TO HABEN BOULEVARD**

This is an **AGREEMENT** between the **CITY OF PALMETTO**, hereinafter referred to as the "**CITY**", and **MANATEE COUNTY**, hereinafter referred to as the "**COUNTY**", and **RIVIERA DUNES RESORTS, INC.**, a Florida corporation, whose principal address is 1409 1st Avenue East, Bradenton, Florida 34208.

WITNESSETH

WHEREAS, all parties to this Agreement anticipate the development of a hotel on a parcel located immediately to the north of the Civic Center, in order to stimulate greater use of that facility and an increase of tourism activities in Manatee County; and

WHEREAS, development of said hotel is feasible only with the activation of the signal at 7th Street West and US 301; and

WHEREAS, as stipulated by the Florida Department of Transportation, activation of the full signalization at 7th Street West and US 301 requires the extension of 7th Street eastward to Haben Boulevard; and

WHEREAS, the CITY seeks to extend 7th Street West from US 41/301 to Haben Boulevard to facilitate efficient east/west access through the city and provide access to the planned hotel; and

WHEREAS, construction of the proposed right of way extension will result in the anticipated loss of 156 Manatee County Civic Center parking spaces on an approximately 1.36 acre parcel of property owned by the County, which property is identified as "Road Parcel" on the Palmetto Business Park at Riviera Dunes aerial plan attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, said Road Parcel is subject to restrictive covenants ("Covenants") initially set forth in the Trustees Deed dated May 24, 1983 and recorded in Book 1054, Page 1788 of the Public Records of Manatee County, Florida; and

WHEREAS, Riviera Dunes Resorts, Inc. is the party to whom the benefits of said Covenants accrue and has a lawful right to enforce said Covenants; and

WHEREAS, CITY, COUNTY and RIVIERA DUNES RESORTS, INC. have determined that use of the Road Parcel for a public right-of-way is consistent with said Covenants; and

WHEREAS, under separate agreement, the CITY has agreed to purchase an area of land adjacent to the Civic Center from _____, which parcel is identified as Parcel 3 on the Palmetto Business Park at Riviera Dunes aerial plan attached hereto and incorporated herein as Exhibit A, and shall provide equivalent acreage for replacement of the 156 parking spaces lost as a result of the proposed extension of 7th Street West; and

WHEREAS, the CITY and COUNTY have further determined that the proposed extension of 7th Street West serves to greatly enhance the social and economic viability of the Manatee County Civic Center; and

WHEREAS, it is further anticipated that the City of Palmetto, the Palmetto Community Redevelopment Agency, and other agencies, will provide incentives for development of said hotel; and

WHEREAS, the CITY and COUNTY find that execution of this Agreement is in the best interest of the public health, safety and welfare; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation in the Agreement, the parties agree as follows:

1. Within 30 days of the effective date of this Agreement, CITY shall negotiate in good faith a separate agreement with Corvus International for the conveyance of fee simple title to the Parcel 3 from _____ to CITY.

2. Within 30 days of execution of the aforesaid agreement with Corvus International, CITY shall convey fee simple title to Parcel 3 to COUNTY. The deed conveying Parcel 3 shall provide that Parcel 3 is subject to the Covenants set forth in Trustees Deed recorded in Book 1054, Page 1788 of the Public Records of Manatee County, Florida.

3. CITY shall clear and grade Parcel 3 prior to the transfer of Parcel 3 to COUNTY. CITY also shall provide COUNTY with complete design plans for a 156 space parking lot to be constructed by COUNTY.

3. Simultaneous with the transfer of Parcel 3 to the COUNTY, COUNTY shall transfer fee simple title to Road Parcel to CITY.

4. Simultaneous with the transfer of Road Parcel to the CITY, RIVIERA DUNES RESORTS, INC. shall execute and record a Deed Clarification providing that use of the Road Parcel for a public right of way is not a violation of applicable Covenants, that RIVIERA DUNES RESORTS, INC. shall not object to such use or claim a violation of said Covenants as a result of such use, and that such use constitutes a rational purpose related to operation of the Civic Center.

12/11/07
per Chris
316
Parcel 5

7. All notices under this Agreement shall be directed to the following addresses:

TO CITY:

Chris Lukowiak, Director
City of Palmetto
Public Works Department
600 17TH Street West
Palmetto, Florida 34221

TO COUNTY:

Manatee County
Project Management Department
1026 26TH Avenue East
Bradenton, Florida 34208

TO RIVIERA DUNES RESORTS, INC:

Linda Svenson, President
1409 1st Street East
Bradenton, Florida 34208

8. The term of this Agreement commences upon execution by both parties and shall continue in effect and be binding on the parties until the extension of 7th Street West from US 41/801 to Haban Boulevard is completed.

9. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

10. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

the date and year indicated below.

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

By: _____
Chairman

Date: _____, 2007

**ATTEST: R.B. SHORE
CLERK OF THE CIRCUIT COURT**

By: _____

**ATTEST: James R. Freeman
City Clerk**

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

By: _____
City Clerk/Deputy Clerk

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____, 2007

WITNESSES:

RIVIERA DUNES RESORTS, INC.

By: _____
Linda Svenson, President

Date: _____, 2007



WESTRA CONSTRUCTION CORP.

UNDERGROUND UTILITIES · WATER-SEWER · DRAINAGE · SEWER TREATMENT PLANTS

February 29, 2008

**Mr. Chris Lukowiak, Director
City of Palmetto DPW
600 17th St. W.
Palmetto, Fl. 34221**

Re: 7th Street E. Extension

Dear Chris,

Per your request, attached is a "Revised Preliminary Budget Estimate" for the construction of the extension of 7th St. E. from its current termination point on the east side of Rte. 41 (at the entrance to Palmetto Trace) to connect to Haben Boulevard. The routing used for this estimate is as drawn on the aerial photograph by Lynn Townsend and Associates, dated 8/16/07, that you gave me last week, with parking lot limits revised. The parking lot areas shown to be constructed on this drawing are to be finished, paved, and striped, which forms the basis for the revision from the previous estimate, dated January 14, 2008. Also included is an Allowance item for installation of a lighted crosswalk and single light pole north of the existing entrance to the Manatee Civic Center parking lots. This allowance is formulated to include installation of the facilities, and the cost of bringing power to the subject location. The revised estimate total is \$1,017,624.50.

The estimate anticipates a 50' Street Right of Way, 24' pavement width with Type "F" Curb, and a pavement profile of 10" Crushed Concrete base and 1 ½" of Type S-1 Asphalt pavement. I have included an allowance figure for storm drainage, which has not been designed at this time. As is normal, no rock excavation is included. All items are subject to change when final design is available, as no profiles, drainage, etc. is finalized now.

Please feel free to contact me at your convenience with any questions.

Sincerely,

Gerald Hester
Gerald Hester
Project Manager

c.c. - Mike Beukema

Westra Construction Corp.

[illegible]

[illegible]

US 41

PARKING SPACE CALCULATIONS

TOTAL EXISTING PARKING SPACES 238

EXISTING PARKING SPACES REMOVED 156

EXISTING PARKING SPACES RETAINED 82

PROPOSED PARKING SPACES 156

TOTAL PROPOSED PARKING SPACES 238

TRACT B
DEDICATION TO CIVIC CENTER
(109 AC)

TRACT A
CITY OF PALMETTO
7TH ST. E. ACQUISITION
(0.89 AC)

HABEN BLVD.

RECEIVED

APR 02 2008

PUBLIC WORKS
DEPARTMENT

0 30 60 120
SCALE IN FEET

7TH STREET EAST EXTENSION
CIVIC CENTER PARKING LOT
OPTION C

REVISIONS

LOMBARDO, FOLEY & KOLARIK, INC.

Consulting Engineers, Surveyors and Planners
P.O. Box 88 • 825 4th Street West • Palmetto, Florida 34221 • 941 722-4581



PROJECT ENGINEER

JOHN R. FOLEY

38830
P.E. REG. NO.

DESIGN

AD

DATE

8/16/07

DRAWN

JF

SCALE

1"=50'

APPR

JRM

JOB NO.

7590

SHEET NO.

1/1

INFORMATION PAPER

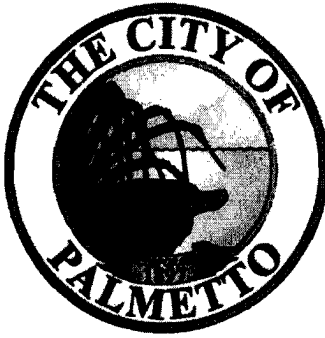
JACKSON PARK RETENTION POND

The City of Palmetto has been in discussion with Manatee County for years, regarding the flooding at Jackson Park. The County agreed to equally share the cost of land acquisition and the design and construction of a retention pond in the area.

The City has completed land acquisition and the pond is under construction.

The current Interlocal Agreement is attached. It was received on April 1, 2008, just in time to be submitted with the agenda package for City Commission review. It has not yet been evaluated by staff. In general, it appears that the County is proposing an equitable split of the expenses, with their share not to exceed \$300,000 plus a separate payment of \$71,000 reimbursement for our relocation of one of their utility lines. At first glance, this appears to be an acceptable agreement.

Costs to date are also attached.



Department of Public Works

600 17th Street West

Palmetto, Florida 34221

Phone (941) 723-4580 • FAX: (941) 723-4539

Suncom 599-4580

March 11, 2008

Mr. Dan Schlandt
Deputy County Administrator
Manatee County Government
P.O. Box 1000
Bradenton, FL 34206-1000

RE: Jackson Park
COP# 03-369

Dear Mr. Schlandt:

Attached please find a copy of a spreadsheet delineating expenditures associated with the Jackson Park Retention Pond Project.

As you will see, the City has expended \$324,429.14 through February 1, 2008. In accordance with our agreement, please initiate the County's payment of half of the expense.

I appreciate your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Lukowiak".

Chris Lukowiak
Director

CL/TL/gj

BREAKDOWN OF JACKSON PARK COSTS

Check #	Check Date	Vendor Name	Description	Invoice #	Invoice Amt	Land Acquisition	Engineering	Construction
71450	10/22/2004	Jones, Edmunds and Assoc.	Permitting Assistance	303897	3,279.96		3,279.96	
71885	12/3/2004	Realty Appraisal Service	Land Acquisition	425300	1,800.00	1,800.00		
72202	1/7/2005	Jones, Edmunds and Assoc.	Permitting Assistance	303987	609.32		609.32	
72415	1/28/2005	Jones, Edmunds and Assoc.	Permitting Assistance	304028	400.00		400.00	
72696	2/25/2005	Jones, Edmunds and Assoc.	Permitting Assistance	30489	2,000.00		2,000.00	
73052	4/1/2005	Jones, Edmunds and Assoc.	Permitting Assistance	304102	1,287.91		1,287.91	
73623	5/20/2005	Jones, Edmunds and Assoc.	Permitting Assistance	30428	280.00		280.00	
74362	7/29/2005	Jones, Edmunds and Assoc.	Permitting Assistance	304309	537.50		537.50	
74590	8/19/2005	Jones, Edmunds and Assoc.	Permitting Assistance	304361	274.10		274.10	
74769	9/9/2005	Leo Mills and Assoc.	Survey	1186	8,150.00			8,150.00
74924	9/23/2005	Jones, Edmunds and Assoc.	Permitting Assistance	304434	172.83		172.83	
75334	10/28/2005	Jones, Edmunds and Assoc.	Permitting Assistance	304525	246.30		246.30	
76430	2/17/2006	Jones, Edmunds and Assoc.	Permitting Assistance	304596	2,466.90		2,466.90	
76430	2/17/2006	Jones, Edmunds and Assoc.	Permitting Assistance	304687	2,907.67		2,907.67	
76514	2/24/2006	Jones, Edmunds and Assoc.	Permitting Assistance	304741	290.50		290.50	
76854	3/31/2006	Jones, Edmunds and Assoc.	Permitting Assistance	304823	8,094.20		8,094.20	
77159	4/28/2006	American United Title	Title search	61563	500.00			500.00
77340	5/12/2006	SWFWMD	Permit App	44030558	100.00		100.00	
81160	5/11/2007	Ruden McClosky	Legal Fees	998785	9,841.57	9,841.57		
81454	6/8/2007	Ruden McClosky	Filing Fee	490053882	35.50	35.50		
82252	8/6/2007	Ruden McClosky	Legal Fees	1025581	12,126.80	12,126.80		
82603	9/6/2007	Ruden McClosky	Legal Fees	1032031	12,007.05	12,007.05		
82347	9/7/2007	Clerk of the Court, Manatee Co.	Escrow for purchase of land	2007CA4115	75,600.00	75,600.00		
82417	9/14/2007	Clerk of the Court, Manatee Co.	Filing Fee	2007CA4115	150.00	150.00		
82839	10/19/2007	Ruden McClosky	Legal Fees	1038574	3,655.28	3,655.28		
83184	11/21/2007	Jones, Edmunds and Assoc	Engineering for land acquisition	306260	5,305.99	5,305.99		
83264	11/30/2007	Ruden McClosky	Legal Fees	1045895	234.36	234.36		
83647	1/18/2008	Jones, Edmunds and Assoc	Design of pond	306355	4,176.50		4,176.50	
83736	1/25/2008	Ruden McClosky	Legal Fees	1057275	594.65	594.65		
83782	2/1/2008	Jones, Edmunds and Assoc	Design of pond	306468	1,400.50		1,400.50	
83843	2/1/2008	Westra Construction	Construction of pond	559-01	165,803.75			165,803.75
				Projected cost to completion	324,329.14	121,351.20	28,524.19	174,453.75
				Total projected cost of Jackson Park Project	710,833.40			

Budget		Supporting Funds
FY05 Actual	18,791.62	Stormwater - FB \$9,657
FY06 Actual	14,595.57	Stormwater - 04 Loan
FY07	200,000.00	Stormwater - 05 Interest
FY08	615,000.00	Streets, Water, Sewer - \$50,000 each 07 loan; Stormwater 465,000 07 loan
	<u>848,387.19</u>	
	324,329.14	Total spent to date
	<u>524,058.05</u>	Budget remaining
	386,504.26	Outstanding Encumbrances
	<u>137,553.79</u>	Budget remaining after commitments

**INTERLOCAL AGREEMENT BETWEEN MANATEE
COUNTY AND THE CITY OF PALMETTO FOR THE
JACKSON PARK DRAINAGE PROJECT**

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") and Manatee County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, "Jackson Park" is an area in the unincorporated portion of Manatee County, adjacent to the corporate limits of the City; and

WHEREAS, there have been severe storwater drainage problems in the area of Jackson Park, causing dangerous conditions and property damage as a result of the area flooding, both in- and outside of the City; and

WHEREAS, there are several centrally located parcels in Jackson Park, between 3rd Avenue West and 4th Avenue West, just north of 17th Street West, which are currently vacant ("Project Area"); and

WHEREAS, the City has performed a comprehensive engineering study of the Project Area at a cost of \$30,000; and

WHEREAS, the City has determined that the Project Area is suitable for the construction of a retention pond to help reduce the incidence of flooding in the Jackson Park area ("Project"); and

WHEREAS, the City has obtained the requisite approvals and permits for the from the Southwest Florida Water Management District for construction of a stormwater retention pond (the Project) in the Project Area; and

WHEREAS, the City has acquired all necessary parcels in the Project Area on which to locate said stormwater retention pond; and

WHEREAS, the City has obtained appraisals of said parcels at a cost of approximately \$15,000; and

WHEREAS, the City estimates that the purchase price of all such parcels will total approximately \$135,000 (110% of appraised value); and

WHEREAS, estimated legal fees for special counsel retained by the City to handle the acquisition of such parcels are approximately \$50,000; and

WHEREAS, it is estimated that construction costs for the Project will be approximately \$465,000.

WHEREAS, the City and Manatee County seek to work together to address the drainage problems in the Jackson Park area; and

WHEREAS, the City and County have determined that it is reasonable and efficient for both the County and City to assist with the Project; 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 City and the County agree as follows:

1. City shall be solely responsible for acquisition of necessary property interests, design, construction and maintenance of the Project in accordance with the plans attached hereto as Exhibit A.
2. Total project costs are estimated to be \$750,000.00. County agrees to be responsible for 50% of the total Project costs not to exceed \$300,000.
3. The County has authorized the City to relocate certain utility facilities located within the Project Area and shown in Exhibit B. The County shall reimburse the City for the cost of such relocation upon receipt of a separate invoice and documentation of actual expenditures in an amount not to exceed \$71,000. The parties understand and agree that the reimbursed amount is separate and distinct from the County's obligation to pay the lesser of 50% of the total Project cost or \$300,000. Prior to payment by County, City shall grant a permanent easement to County for the maintenance repair, improvement and replacement of the utility facilities relocated by the City.
4. The City shall accomplish all engineering, permitting and related activities associated with the Project.
5. The City shall enter into a contract for general construction services associated with construction of the stormwater retention pond in accordance with proper and lawful public procurement procedures.
6. While the City has acquired title to the necessary real property within the Project Area through eminent domain proceedings, the parties acknowledge that just value for all parcels has not yet been determined. Upon a final determination and payment of just value for all parcels within the Project Area, the City shall promptly notify the County of any impact on the total Project cost.
7. The City agrees to provide Project schedule progress reports to the County in the standard format used by the County and at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the City and of the details thereof. Either party to the Agreement may request and be granted a conference.

8. The City agrees to provide complete record drawings to the County in the standard format used by the County within 45 days of completion, inspection and successful testing of the Project,

9. All notices under this Agreement shall be directed to the following addresses:

TO CITY:

Chris Lukowiak, Director
City of Palmetto
600 17TH Street West
Palmetto, Florida 3422

TO COUNTY:

Susan Sandhoff, Interim Deputy Director
Manatee County Public Works Department
1026 26th Avenue East
Bradenton, Florida 34208

10. The City shall pay the first \$350,000 towards the total cost of the Project. Thereafter, the County shall, within 45 days of the City's presentation to the County of invoices and documentation of actual expenditures for periodic payments from the Project Contractors, pay to the City any undisputed sums reflected on said invoices.

11. The term of this Agreement commences upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed and accepted, and final costs are known.

12. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

WHEREFORE, the parties hereto have executed this Agreement as of the date and year indicated below.

ATTEST: R. B. SHORE
CLERK OF THE CIRCUIT COURT

By: _____

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: _____
Chairman

Date: _____

ATTEST: JAMES R. FREEMAN
CITY CLERK

By: _____
City Clerk/Deputy Clerk

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

By: _____
Lawrence E. Bustle, Jr., Mayor

Date: _____

INFORMATION PAPER

MEDIANS ON FDOT ROW – US 41 AT 17TH STREET

APRIL 7, 2008

Attached is a timeline of circumstances regarding the landscaping and maintenance of the above referenced medians. The County Commission agreed that Manatee County would resume maintenance responsibility for these medians, and this issue should be finalized at this joint workshop.

There are also photos attached.

The landscaping has been replaced with sod, as approved by the FDOT. The medians are in compliance and acceptable for transfer of responsibility.

April 7, 2008

Mr. Harry Mendenhall
Manatee County Government
Bradenton, FL 34209

Dear Mr. Mendenhall:

Please accept this letter as verification that the City of Palmetto has concluded its implementation of the Florida Department of Transportation Technical Maintenance Plan for the two landscaped medians on US 41.

As you may know, City staff was not consulted in the initial design for the landscape plan. We knew that it would be very difficult to maintain, yet finally accepted a plan. Initially, Pine Bark was installed per this plan, and began floating away with the first heavy rain. Then, we revised the landscape plan and submitted it to the FDOT. When the plan was approved, the bark was replaced with 700 bags of cypress mulch, at City expense. We were notified that this was not allowed under the maintenance plan, and were sent a list of allowable material. We removed the mulch and chose the "top of the line" allowed product, pine straw, for installation. This straw caught fire shortly after being installed, doing significant damage to both the landscaping and the irrigation system, before its removal.

For your information, I have enclosed a copy of the plan that was initially approved for the medians, along with photographs of the appearance of the medians before the initial landscape agreement with FDOT, and the appearance of the medians when they were taken over by the City of Palmetto from Manatee County. Additionally, I have enclosed photos of City staff improving the medians after having assumed responsibility and the condition of the medians immediately thereafter. I have also attached a timeline of the circumstances involving these medians.

While unable to determine the landscape and to control the County's irrigation of the medians, it is not feasible for us to retain responsibility for the maintenance and beautification of these areas. We appreciate the opportunity to work with you, however find it impractical to assume responsibility for public land over which we have little authority.

As such, it is appropriate for the City of Palmetto to accept Manatee County's offer to resume the maintenance of the medians. They have been finished with sod and are ready for a transfer of the maintenance responsibility.

Thank you for your cooperation in this matter.

Sincerely,

Chris Lukowiak
Director

**Manatee County, Florida
Landscape Development - Timeline
For: SR 55 – US 41 Medians**

Funded by the Florida Highway Beautification Council Grant Program and the Department of Forestry.

Participants in the project included: Manatee County, Florida Department of Transportation, Keep Manatee Beautiful and the City of Palmetto

Manatee County Project Coordinator:
Michael W. Kenton, County Forester
Manatee County Transportation Department

F.D.O.T. Project Coordinator:
James C. Chanatry, R.L.A.
F.D.O.T. District One landscape Manager

Landscape Plans Prepared by:
Jack Gorzman, R.L.A.
Environmental Management Department

February 1998 – Plans were submitted for Grant Funding by Keep Manatee Beautiful and Manatee County. Palmetto Staff was not included in any of the design phase of this project.

October 20, 1998: Interlocal Agreement for landscape maintenance was executed.

Funding received from Florida Highway Beautification Council Grant and the Department of Forestry.

January 2001: First walk-through of the medians with representation from Manatee County Government, Florida Department of Transportation and The City of Palmetto. On this date Allen Tusing and Geoff Seger from the City of Palmetto rejected the turn over of the Medians due to the following problems:

1. The grade on the medians was too high, mounded in the center of the median and over the curbs by 3 inches.
2. Both medians were full of weeds
3. The irrigation system was not working.

January 2001: Second walk-through of the Medians with representation from Manatee County Government, Florida Department of Transportation and the City of Palmetto. On this date the City of Palmetto's representation rejected the turn over again because of the following reasons:

1. Nothing was done about the Grade of the dirt on the medians; it still was over the top of the curbs.
2. Irrigation system still did not operate properly; system did not cover 100% of plant materials and irrigation heads were missing.

January 2001:

Third walk-through of the Medians with representation from Manatee County Government, Florida Department of Transportation and the City of Palmetto.

On this date the City of Palmetto's representation rejected the turn over again because of the following reasons:

1. Irrigation system was missing mist heads and some of the tubing was cut.
2. Beds were full of weeds again.
3. Plant materials were dying or dead.

At this time FDOT had a new Landscape Coordinator for the project (Bryan Dennis). Mr. Dennis agreed that some work was never done but needed to be completed.

Mr. Tusing and Geoff Seger asked Mr. Dennis if the City of Palmetto could accept the medians "as-is", then make the needed changes/ improvements that had not been addressed in previous inspections of the project. He agreed with the proposed improvements for the medians if we accepted them, which we did.

January 9, 2001: Letter from Ingrid McClellan of Keep Manatee Beautiful to Mayor Pat Whitesel notice of completion of phase I "Gateway to Manatee" Landscape project.

January 24, 2001: Letter from Mayor Pat Whitesel to Commissioner Joe McClash stating that the City of Palmetto will provide landscape maintenance for Phase I of the Gateway to Manatee landscape project.

April 23, 2002: A letter was sent to Larry Mau, Director of Transportation, Manatee County Government from Mike Hickey, Palmetto Public Works Director stating that the City of Palmetto would accept the maintenance of the two medians that made up phase 1 of the ongoing Roadway Beautification project as of February 5, 2001.

August 18, 2002: City of Palmetto Staff prepared and submitted revised landscape plans for the medians to Bryan Dennis, project coordinator for FDOT. Plans addressed all of the City's concerns that were not addressed during the three inspections of the medians.

November 18, 2002: City Staff started the renovations of the medians. Removed dead and dying materials, reset grade, reworked irrigation system, installed new plant materials at the right spacing and mulched with cypress.

February 26, 2003: Received notification from Bryan Dennis that Cypress mulch was not acceptable and we would have to remove it. In his letter he had a list of alternative materials, and we selected pine straw. Staff removed the 700 bags of cypress and installed 400 bales of pine straw.

May 2003: City staff completed the revised landscaping.

June 2003: The Pine Straw in the Northern Median caught fire when someone threw a lit cigarette out the window of a car. Damage from the fire was extensive. The irrigation system was melted, and the plants and trees died.

July 2003: City staff cleaned out all of the dead materials from the medians, and replaced the uhly grass and some of the cord grasses. We did not replace the lost tree materials due to budget constraints.

July 2003 thru July 2005 City of Palmetto staff performed regular maintenance.

August 2005: Staff started new landscape plans for the medians. We contacted FDOT about the new plans and we were told that we could no longer do plans "in-house" unless we had a Landscape Architect. All plans submitted to FDOT for all future landscape would have to have plans signed and sealed by an Architect. We did not proceed because of the expense associated with this new requirement.

2005 – 2007: General maintenance.

July 2007: Staff contacted Ed Giddens of FDOT's Sarasota Maintenance Office to request permission to install sod in the medians, in that the cost of a Landscape Architect to develop the landscape plans was way out of budget, yet the City would like to improve the aesthetics in the area.

August 2007: Received conformation from Mr. Gidden of FDOT to proceed with the installation of the sod.

August 2007: Sod was installed and has been maintained.



BEFORE

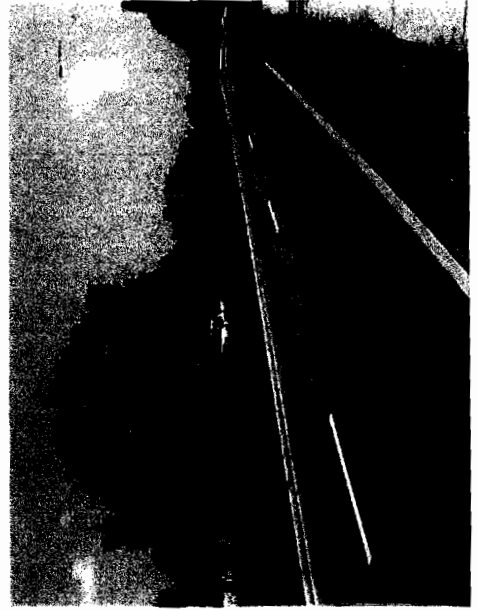
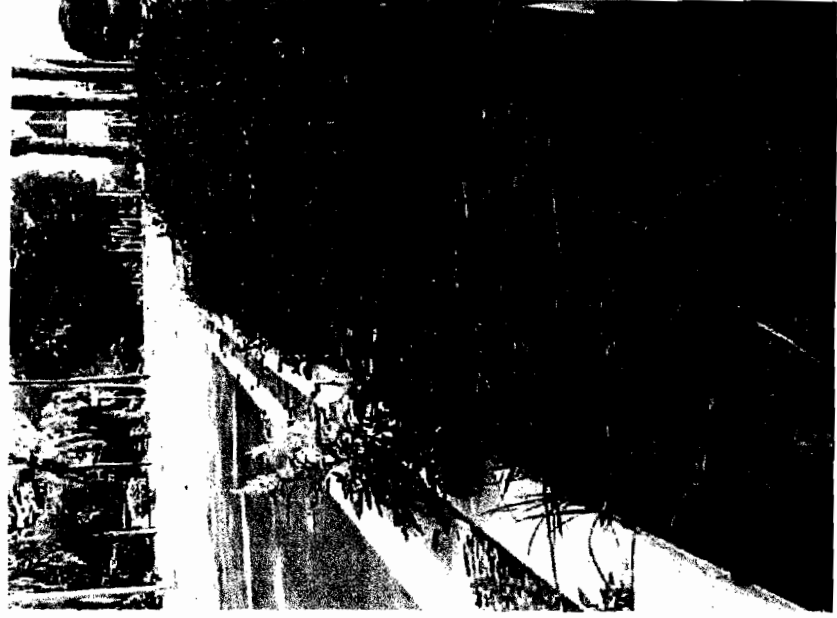


AFTER

U.S. 41 and 17th Street East looking South

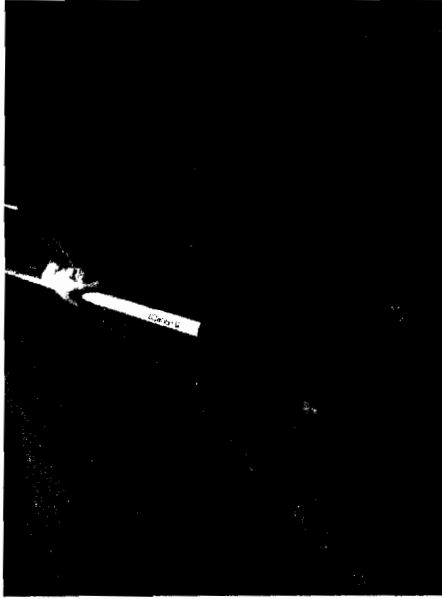
This will enhance the area and correct environmental problems for residents and businesses alike. Manatee County Government, the City of Palmetto and Keep Manatee Beautiful appreciate this opportunity to enhance a highly traveled gateway into Manatee County.

The Palmetto/North Manatee County Enterprise Zone
WHERE WE DO THE WORK AND YOU GET THE TAX CREDITS!



Thses pictures were before the City of Palmetto took over the maintenance of the medians.

Before this point, we turned the project down four times. The irrigation system didn't work, the beds were full of weeds and the grade was set above the curbs.



After we took over the maintenance, we cut the grade down below the curbs, replanted and mulched the medians.

The plant material was installed at the proper spacing as per Environmental Services.

We installed Cypress mulch, then they told us we couldn't use it, so we followed their recommendation and installed Pine Straw, it caught fire the first week.

INFORMATION PAPER

BLACKSTONE PARK COST PROJECTIONS

APRIL 7, 2008

For many years, there has been discussion about the County's improving Blackstone Park, and, specifically adding a swimming pool or aquatic center to the facility.

There was a delay in the planning of the pool when the School Board began investigating the possibility of utilizing some of the land in the vicinity of Blackstone Park as a site for a new Palmetto Elementary School. This site was determined to be unsuitable.

Most recently, with the passing of Amendment 1 and the associated budget cuts, the County has removed the aquatic center from their CIP, citing the costs of Operation and Maintenance (O & M) as prohibitive. They have the ability to construct the aquatic center, but do not anticipate having sufficient revenue to operate and maintain the facility, thus rendering the construction imprudent. The County Administrator has suggested that the aquatic center could be constructed if the City of Palmetto would be willing to take over all associated O & M costs.

The City is reluctant to do this - first, being unsure of those costs, and secondly because of the inequity, in that other municipalities are not being asked to contribute to the O & M of their respective County facilities. An equitable contribution from all municipalities might allow for the County to have the resources to maintain many of their facilities open to the public and in good condition.

Because of the important safety considerations associated with the construction of a pool in "north County", the City would like the matter to be revisited.

The City's staff has projected likely expenses and revenue associated with the O & M of the park, with the addition of the aquatic center. These expenses and revenue, along with the assumptions used to determine these figures, are attached.

The City may be able to assume either ownership of the Park, with all of the associate O & M once the aquatic center is constructed, or, even, to assume the O & M with full control of the revenue that can be generated from the entire facility.

BLACKSTONE PARK
PROJECTED OPERATING COSTS
PALMETTO PARKS DEPARTMENT

	MONTHLY	ANNUALLY
PROJECTED EXPENSES		
Park Area (includes two soccer fields; two baseball fields; one softball field; two pavilions playground; skate park; two racket ball courts; three batting gages)		
Operating Costs (includes electric; water; phone; landscape maintenance; field maintenance; repair and maintenance for equipment and pavilions; irrigation; lights; chemicals; fuel; supplies)	10,500	126,000
Pool Area (15,000 sq. ft. facility including 8-lane, 25-yard pool, small pool (splash park); dressing room; entrance way)		
Operating Costs (includes electric; water; phone; chemicals; repair and maintenance; supplies	5,625	67,500
Staffing (includes benefits)		
Park (3 full-time employees)	9,185	110,220
Pool open 60 hours/week(1 full-time; 1 part-time lifeguard)	4,333	52,000
Equipment		
Park	1,050	12,600
Pool	250	3,000
TOTAL EXPENSES	30,943	371,320

**BLACKSTONE PARK
PROJECTED OPERATING COSTS
PALMETTO PARKS DEPARTMENT**

	MONTHLY	ANNUALLY
PROPOSED REVENUE		
Park Area		
Field Rental (soccer/baseball leagues) - \$50-100/team; \$11-12/player	2,200	26,400
Concession Rental (2)	400	4,800
Pavilion Rental (2)	350	4,200
Skate Park	0	0
Racquetball Courts	0	0
Pool		
Entrance Fees (\$2.75 - 2.58 + .17 tax)	258	3,096
Season Passes (\$30-\$300/1 month-1year/single-family)	150	1,800
Swim Team Rentals (High School/Community Team) - \$35/hr	585	7,020
Facility Rental (pool \$75/hour; splash park \$50/hour)	250	3,000
Various Lessons	750	9,000
TOTAL REVENUE	4,943	59,316
PARK EXPENSES		
PARK REVENUE	20,735	248,820
PARK COST	<u>2,950</u>	<u>35,400</u>
	17,785	213,420
POOL EXPENSES		
POOL REVENUE	10,208	122,500
POOL COST	<u>1,993</u>	<u>23,916</u>
	8,215	98,584
BALANCE	26,000	312,004

BLACKSTONE PARK
PROJECTED OPERATING COSTS
PALMETTO PARKS DEPARTMENT

REVENUE ASSUMPTIONS

Field Rental

Youth Soccer League (8 divisions - 4 teams/division)

32 teams @ \$50.00/team
16 players per team @ \$11/player

Season Total

1,600
5,632
7,232

Softball Minors (2 divisions - 4 teams/division)

8 teams @ \$50/team
15 players per team @ \$11/player

Season Total

400
1,320
1,720

Youth Baseball (5 divisions - 4 teams/division)

20 teams @ \$50.00/team
15 players per team @ \$11/player

Season Total

1,000
3,300
4,300

Concession Rental (\$50.00/day Sat/Sun-\$100/week for 48 weeks.

Pavilion Rentals (70 rentals a year at \$60.00)

Pool Daily Entrance Fees (100/month at \$2.58)

Pool Season Passes (average 5 month at \$30.00)

Swim Team Rentals/2 teams (10 hours a week for 10 week season at \$35.00/hour)

Pool (\$75.00/hour); Splash Park (\$50.00/hour) - each facility for 4 hours 6 times a year.

Swim Lessons:

Private - \$30/half hour (\$15 instructor/\$15 pool) 100/year

Group (5) - \$30/four 1/2 hour session (\$15 instructor/\$15/pool) 100/year