

**TAB 14**

**POINT PAPER**  
**EDENFIELD PROPERTY**  
**PBS& J**  
**WORK ASSIGNMENT #1**  
**COP Job # 93- 142**

**Issue:**

A detailed site assessment was completed by SCS Engineering and submitted to the Florida Department of Environmental Protection (FDEP). During that time, FDEP did not issue an opinion as to the allowable redevelopment uses of the property, awaiting a change to the ruling regarding allowable limits of certain contaminants. In March of 2008 the new rules were in effect and in November of 2008 the FDEP clarified their position stating that the City would be required to complete a revised site assessment in accordance with the new rules.

**Background:**

The City purchased the environmental contaminated property in 1998. In 2001, the FDEP was requiring assessment and remediation of the property. In 2004, the property was transferred to the CRA to provide funding for the FDEP requirements as well as potential redevelopment of the property.

May 4, 2009, the City Commission approved the funding for this project.

Due to unforeseen circumstances with the previous approved consultant, Public Works is proposing to use PBS&J to prepare a site assessment plan for the submittal to FDEP.

**Alternatives:**

1. Do nothing.
2. Authorize the execution of Work Assignment # 1 with PBS&J to proceed with the development of a site assessment plan as required by FDEP.

**Recommendation:**

Staff recommends Alternative #2; authorize the execution of Work Assignment # 1 with PBS&J to proceed with the development of a site assessment plan as required by FDEP.

**Budget Impact:**

The work assignment #1 is not to exceed \$7,543 and will be charged to CRA account number 690-559- 6100.

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PARID: 2773100009  
PALMETTO CITY OF**ID Block**

Account#	2773100009
T/R/S	34S / 17E / 14
Primary Address Location	505 W 5TH ST PALMETTO 34221 PL
2000 Census Tract	001300
FEMA Zone Caveat	NOT A FEMA DETERMINATION
FEMA Flood Zone	AE/8/N/0189 B/82
Hurricane Evacuation Zone	D
Fire District	FD07-NORTH RIVER FD
Exemption Status	Governmental
Zoning	CHI
Future Land Use	PU
DOR Use Code	8900
DOR Description	MUNICIPAL
Neighborhood Name	CITY OF PALMETTO
Neighborhood Number	7170
CRA District	P-PALMETTO CRA
CDD District	
Neighborhood Group	7001
Market Cluster	71
Market Area	71
Zone/Field Reference	1
Route Number	175
Map ID	4B14.8
Acres (If Available)	1.5496
Total Under Roof	0
Size Disclaimer	Sq foot estimates derived from rounded exterior wall measurements
Number of Units	1
Living/Business area	0
Unit Desc	
Short Legal Desc	COM AT THE NE COR OF THE SW1/4 OF THE SE1/4 OF SEC 14, TH S 00 DEG 00 MIN 40 SEC W, ALG THE E LN OF SD SW1/4 OF THE SE1/4, 1320.43 FT TO THE SE COR THEREOF; TH N 89 DEG 38 MIN

Unit #

**ID Subblock**

Account#	2773100009
Lot ID	
Block ID	
Subdivision Number	0000000
Subdivision Name	
City/County Tax District	0019
Route Number/Suffix	175

**Owners**

Name	PALMETTO CITY OF
Address	P O BOX 1209

City	PALMETTO
State	FL
Zip Code	34220
International Postal Code	
Country	

505 5TH ST W

CURRENT RECORD

1 of 10

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PALMETTO CITY OF**Sales**

Account#

2773100009

Date

24-JUN-1999

Sale Amount

\$1

Vacant/Improved Indicator

Vacant

Qualification Code

01

Book

1601

Page

2548

Grantee Name

PALMETTO CITY OF

Grantor Name

EDENFIELD, BILLIE W &amp; SHIRLEY ANN

Deed Type

CD-CORRECTIVE DEED

505 5TH ST W

CURRENT RECORD

1 of 6

1 of 10

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## REPORTS

[CSV Report](#)[Parcel Information Report](#)

GO

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**RESOLUTION NO. 04-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMETTO, FLORIDA, PROVIDING FOR CONVEYENCE OF CERTAIN REAL PROPERTY TO THE PALMETTO COMMUNITY REDEVELOPMENT AGENCY; REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palmetto is the owner of certain real property located within the City of Palmetto, Florida, which real property is more fully described in Exhibit "A," attached hereto and made a part here of, hereinafter the "Edenfield Property;" and

**WHEREAS**, the Florida Department of Environmental Protection, hereinafter the "FDEP," in reliance upon certain environmental testing of the soil and ground water within the Edenfield Property, has determined that certain contaminants contained in said soil and groundwater exceed the minimum standards for such soils and ground water as adopted by the FDEP; and

**WHEREAS**, the Edenfield Property is located within the Palmetto Community Redevelopment Agency Redevelopment Area as identified in the Community Redevelopment Action Plan for Palmetto, Florida, dated November 1993 as adopted and amended by the City Council of the City of Palmetto, hereinafter the "CRA Plan;" and

**WHEREAS**, on or about March 3, 2004, the Board of Directors of the Palmetto Community Redevelopment Agency, hereinafter the "CRA," determined that redevelopment of the Edenfield Property, to include remediation of said property in cooperation with FDEP, is consistent with and furthers the goals and objectives of the CRA Plan; and

**WHEREAS**, the CRA has agreed, upon the City Council of the City of Palmetto, Florida conveying, deeding and transferring fee simple ownership of the Edenfield Property to the CRA, to initiate redevelopment of the Edenfield Property ; and

**WHEREAS**, the City Council of the City of Palmetto, Florida, in reliance upon the CRA undertaking the redevelopment of the Edenfield Property, has determined that the conveying, deeding and transferring of fee simple ownership of the Edenfield Property to the CRA is in the best interest of and furthers the public welfare of the citizens of the City of Palmetto, Florida.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Palmetto, Florida;

1. The City Council of the City of Palmetto does hereby agree to convey, deed, and transfer fee simple ownership of the Edenfield Property, as described in Exhibit "A," to the Palmetto Community Redevelopment Agency.

2. The Mayor of the City of Palmetto, Florida is hereby authorized and directed to execute on behalf of the City of Palmetto, Florida all documents necessary to complete the conveyance and transfer of fee simple ownership of the Edenfield Property to the CRA.

3. The CRA shall, within twelve (12) months of the transfer of ownership of the Edenfield Property to the CRA, submit redevelopment options for the Edenfield Property to the City Council of the City of Palmetto, Florida for said City Council's selection and approval.

4. The deed conveying fee simple ownership of the Edenfield Property to the CRA shall contain a provision whereby in the event the CRA does not submit redevelopment options to the City Council of the City of Palmetto, Florida for the redevelopment of the Edenfield Property within twelve (12) months after the transfer of such ownership, then ownership of the Edenfield Property shall revert to the City of Palmetto, Florida.

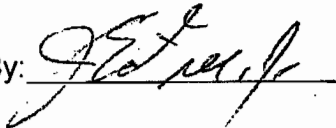
5. This Resolution hereby repeals all resolutions and parts of resolutions in specific conflict herewith to the extent of such conflict.

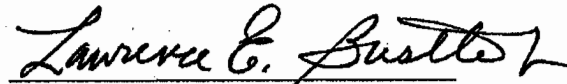
6. This Resolution shall take immediate effect within the City of Palmetto upon its adoption.

**PASSED AND DULY ADOPTED**, in regular session, by the City Council of the City of Palmetto, with a quorum present and voting, this 15th day of March, 2004.

ATTEST: J. E. FREE, JR.  
CITY CLERK

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

By: 

  
Lawrence E. Bustle, Jr., Mayor

### **Railroad Corridor Park**

Located adjacent the rail corridor between 4th Street and 5th Street is a parcel, known as the "██████ property," originally acquired by the City for the purpose of residential development. However, recent environmental investigations have revealed wetland conditions which may dictate other redevelopment.

### **"Blue House" Relocation / Restoration**

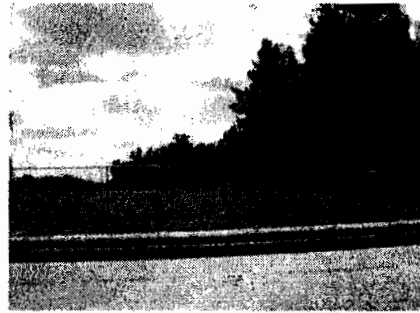
The block immediately east of Riverside Plaza, is the historical "Blue House", one of the waterfront district's most recognizable landmarks. The potential to relocate and restore this vacant structure has long been the topic of discussion, but specific plans or feasibility studies have not been prepared. Such relocation would allow for the assembly and redevelopment of one of the most visible and valuable blocks within the waterfront district.

### **Regatta Point Marina Reconfiguration**

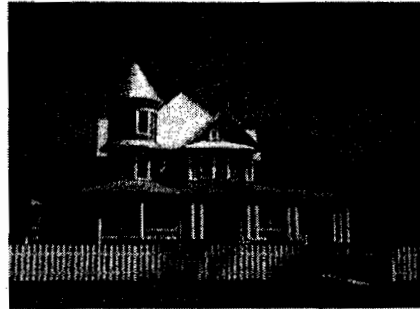
Based on discussions with marina managers, the Regatta Point Marina is being proposed for a reconfiguration which will shift emphasis toward larger yacht slips and add more space to accommodate transient yachts. Also, the long vacant restaurant building located at the end of the marina pier is being proposed for redevelopment.

### **First United Methodist Church Expansion**

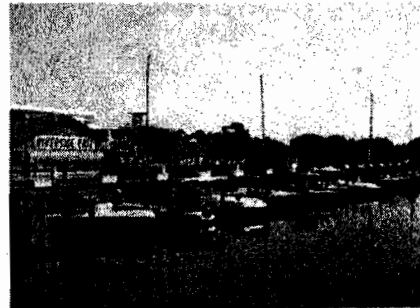
First United Methodist Church has recently purchased a vacant parcel fronting on 10th Avenue and has announced plans to construct an addition which creates a "frontage" along 10th Avenue to house church outreach functions. The church's preliminary idea is to build a streetscape facade to reinforce the traditional Main Street facade. Non-church outreach functions such as a coffee house, bookstore, and counseling services would be provided on the ground level, with church activities on the upper level, including a youth program, to be relocated from an adjacent converted single family home. Upper-level residential use could also be included (in the live-work, or officer next-door/teacher next-door model).



*Edenfield property.*



*Blue House.*



*Regatta Point Marina.*

school site. Only along 8th Avenue W (where some taller buildings already exist); on the half block between 4th Street W and Riverside where the Riverside Plaza building is located; and in the Pegal Point area should greater building heights (midrise, not to exceed 6 stories or 75') be considered to capitalize on the waterfront locations and provide for greater intensity of development at these locations. All structures greater than 3 stories should be designed to step back heights so that lower buildings are suggested at the street level.

An alternative scenario for Pegal Point, as shown in the previous page, envisions 1- and 2-story single-family detached units at the point instead of mid-rise condominium buildings. Single or two-story structures are also the norm along 10th Avenue W between 9th and 7th Streets, and the area east of 8th Avenue W, approximately between 7th and 5th Avenues and south of 7th Street W to the waterfront.

## Traffic and Circulation Concept

Figure 16 illustrates the planned circulation pattern, and proposed traffic improvements. The existing pattern of arterials, collectors, and neighborhood roads remain, mostly with the same cross-sections. Two exceptions are:

- 10th Avenue W, where replacement of the existing angled parking with parallel parking is recommended, to allow widening of the sidewalks along this spine; and
- 4th Street W, which is proposed for extension over the railroad and riverfront inlet through Pegal Point and Estuary Park to connect to US-41 at the entrance to the Manatee County Convention and Civic Center and Riviera Dunes at Haben Drive. This extension is recommended to improve east-west access to and connectivity within the district.

Improved access management and well placed traffic signals will alleviate the present degree of congestion on 8th Avenue W. Gateway features are shown at strategic locations to highlight the Palmetto Waterfront District, as well as the downtown area.

## Open Space Concept

The open space concept depicted in Figure 17 capitalizes on the existing strong framework of open spaces, beginning with the redeveloped/upgraded Sutton and Lamb Parks. These parks will tie into the more formal green/civic space associated with the new City Hall to the west. In the north-south direction, 10th and 9th Avenues will be "greened" to create visual linkages between the civic complex and the waterfront. Green linkages are also established in the east-west direction, along the extended 4th Street and Riverside Drive, connecting to new open spaces on the west side of the district such as a waterfront park on the former [redacted] site, a new boat ramp at Pegal Point and a "commons" park as part of the Jet Mobile Park redevelopment.

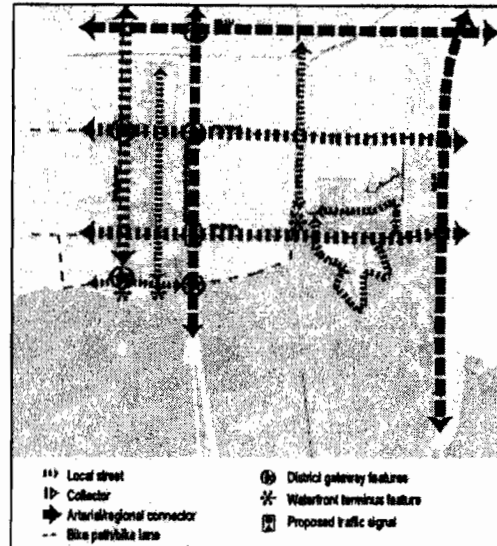


Figure 16: Traffic and Circulation Concept.



Parallel, instead of angled, parking is recommended on 10th Avenue W to permit widening of the sidewalks.

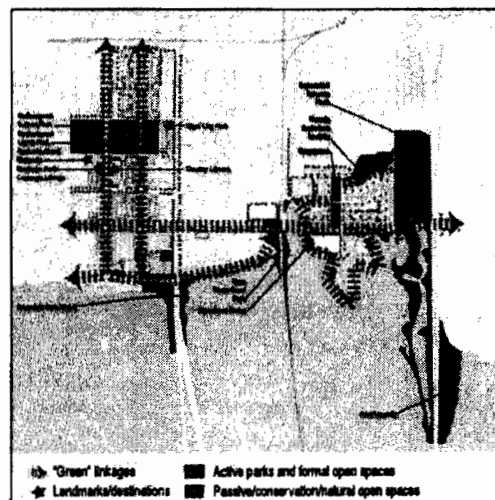
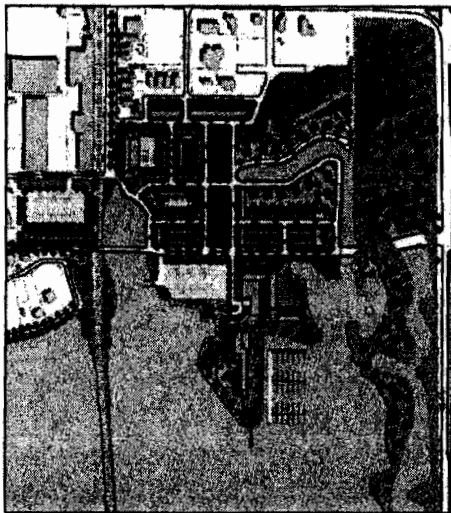
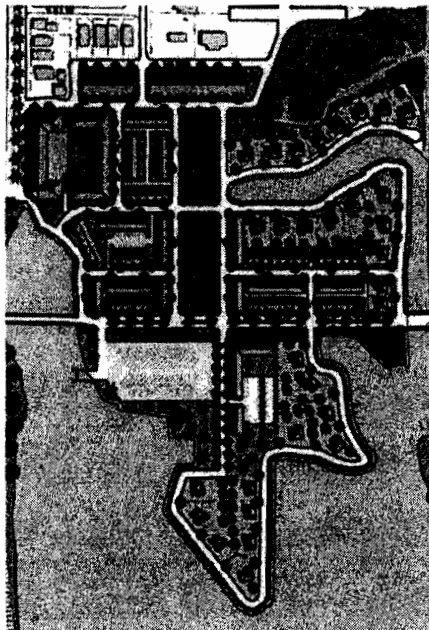


Figure 17: Open Space Concept.





*A land swap between the City and the neighboring industrial use would create an opportunity for infill townhouse development along 4th Street, while providing the industrial use with needed parking.*



**Figure 23: Detached single-family waterfront residential alternative.**

This concept also depicts an opportunity for an infill townhouse development along 4th Street, involving an exchange of City-owned land (portion of the former [REDACTED] property) for property owned by the adjacent industrial use. This development is not part of the Pegal Point residential village per se, but it is an important element of the Plan in order to achieve the depicted 4th Street frontage.

#### **Detached Single-Family Waterfront Residential Alternative**

Figure 23 depicts a variation in the development program for the Pegal Point Residential Village, prepared in response to citizen concerns regarding the impact of mid-rise condominiums on waterfront views and public access.

In this variation, the Pegal Point peninsula south of 4th Street accommodates single-family waterfront homes (approximately 12), fronting on an extended Riverside Drive, with townhouse dwellings providing a buffer to the proposed boat ramp described above. Mid-rise condominiums are shown on the north side of the site. This scheme does provide excellent visual access to the Pegal Point waterfront from the extended Riverside Drive. However, the overall financial feasibility of this scheme from a development perspective is highly questionable. To begin with, the value of the condominium component is greatly compromised by the restricted views to the water and the proximity of industrial uses. This loss of value is not likely to be offset by the additional single family units, which will undoubtedly command high values, but in fact represents a rather small fraction of the total number of units that the Point can accommodate. Further, the marina proposed in the Mid-rise Condominium Concept would have to be eliminated—with additional loss of economic and financial value—as this use is incompatible with the single-family home frontage. For all these reasons, the Plan recommends the Midrise Condominium Concept as the preferred alternative for the eventual redevelopment of Pegal Point.

- Unfavorable terms for City financing of garage
- Company exploring potential alternative locations
- Expiration of option

#### 5. **Regatta Point Marina**

- Multiple perceptions regarding deed restriction on restaurant and City / State lease.
- Restaurant unlikely to be successful due to walking distance, probably insufficient parking.
- Plan to reconfigure marina to shift from fixed to floating docks and increase size of slips will likely result in reduction of slips.
- Current thinking is to convert restaurant building to an 18 unit "boatel" with potential marketing linkage to Evolve Spa.
- Consensus is City would be receptive to removing restriction if access remains "public" and if marina agrees to rescind agreement regarding parking on City-owned land on Riverside Drive.

#### 6. **Boat Ramp**

- Permitted in 1978 and built in 1982 without significant on-site trailer parking.
- Contrary to some stated opinions, the City Clerk confirms that there is no reverter clause in the deed.
- Former vacant lots used for trailer parking are no longer available (Riverside Plaza) resulting in illegal on-street parking which is not being enforced.
- Reported that most users are not City residents.
- Relocation of the boat ramp may be advisable for several reasons:
  - Inability to meet demand cost-effectively
  - Misuse of valuable waterfront land
  - Traffic / pedestrian circulation conflicts
  - Two nearby sites could be considered for re-location:
    - 5th Avenue street-end - using [REDACTED] property for trailer parking. Negatives include potential traffic conflicts with railroad and neighborhood.
    - Canal adjacent to underutilized RV parking area / 2nd Avenue / Estuary? Park

#### 7. **Miscellaneous Issues**

- Impact of Riviera Dunes (east) and Snead Island (west)
  - Likely will support redevelopment of village center / Old Main Street...i.e. probable strong support for restaurants / entertainment / arts / antiques, etc.
  - Significant contribution to tax increment (Tom Kohler to estimate)
- Walmart
  - Super Wal-Mart is in design review, incorporating above average design features
  - Anticipate potential spin-off mid-box nearby
- Fragmentation of CRA area
  - Major N-S Highways act as barriers
  - Areas between major highways are very different in character
  - West of US 41 North - Riviera Dunes - upscale both in height and income
  - 5th Avenue to US 41 North - dominated by mobile homes / deteriorated neighborhood - major long range redevelopment project
  - 8th Avenue/Business 41 to 5th Avenue - neighborhood in need of revitalization / infill
  - 11th Avenue to 8th Avenue/Business 41 - mixed use historic village
  - Need for connecting elements - riverwalk / enhanced 7th street

**WORK ASSIGNMENT NO. 1**

The City of Palmetto (City) and PBS&J (Consultant) have entered into a Professional Engineering Services Agreement. The City and the Consultant now desire to amend the agreement to include the amended Services as described below. Except as amended herein, all other provisions, terms and conditions in the Agreement shall remain in full force and effect.

**TITLE OF THE PROJECT:** Edenfield Property- Site Assessment  
COP Job No. 93-142

**DESCRIPTION OF AUTHORIZED SERVICES:** The following scope of services represents the engineering services to Preparation of Site Assessment Plan for Edenfield property, which is further described in Exhibit A.

<u>Tasks</u>	<u>Estimated Cost</u>
1. General Research	\$ 1735.00
2. Ground Water & Soil Assessment Plan	\$ 3872.00
3. Site Assessment/SAR Plan	\$ 1936.00

**METHOD OF COMPENSATION:** The compensation to the Consultant for the performance of the above identified services shall be pursuant to the Rate Schedule as defined in said Agreement, to the extent set forth as follows:

Lump Sum fee: \$ 7,543.00

The Consultant agrees to perform the professional services outlined above at the method of compensation set forth above, upon receipt of authorization from the City of Palmetto.

Attest:

PBS&J

By: Thomas Farkas

Morgan E. Mueller  
Secretary

Thomas Farkas, Group Manager  
(Printed name/title)

8/13/09  
Date

The City of Palmetto hereby authorizes the professional services outlined above at the method of compensation set forth above.

CITY OF PALMETTO, FLORIDA

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed name/title)

\_\_\_\_\_  
Date

**EDENFIELD PROPERTY - SITE ASSESSMENT**  
**COP Job No. 93-142**

**I. GENERAL**

Elevated concentrations of arsenic and other constituents have been detected in selected monitoring wells and selected soil samples on the Edenfield Property, located at 505 5<sup>th</sup> Street West in Palmetto, Florida. The Florida Department of Environmental Protection Southwest District has requested that the City initiate evaluation monitoring and submit a Site Assessment Report (SAR) in accordance with Rule 62-780.600, F.A.C., and the City has requested that PBS&J assist in this matter. The City has performed historical site assessment related activities which has included the previous submission of a Limited SAR but under the promulgation of Rule 62.780, the FDEP has requested that the City comply with the full extent of this rule and complete a SAR which addresses the specifics described in Rule 62.780.600. Since the City has entered into a dialogue with FDEP, the preparation of a Site Assessment Plan (SAP) has been requested that will describe what remaining sampling indices will be needed to complete the SAR as described within the written plan section of the rule.

Certain elements of the SAP, including the historical site investigative research, approach for determination of the delineation of the arsenic on site, and delineation of other petroleum related indices will be included with the findings of the site investigative work as components necessary to complete the SAR as described in Rule 62.780.600. The tasks listed below will assist with completion of the sampling plan needed to comply with the requirements associated with the SAR.

**II. PROJECT TASKS:**

**Task 1. General Research Support**

PBS&J will conduct research into the jurisdictional agency files to determine the overall extent of investigative activities performed to date and what will be required to satisfy the needs of the SAR. PBS&J will conduct additional research on known field work, and laboratory analysis of selected site samples in order to fill in any potential data gaps that FDEP is seeking information on and estimate what additional data will be needed to satisfy the intent of the rule.

**Task 2. Additional Assessment of Site Groundwater and Soil Chemistry**

PBS&J will prepare a SAP work scope that addresses the site investigative aspects necessary to comply with FDEP's request for additional information and to provide data generation needed to fulfill the requirements of the SAR. Specifically, The work scope will identify the activities that will be required to determine the overall extent of the arsenic related impacts and determine if such impacts are either naturally occurring, or from sources beyond the property boundaries of the Edenfield site. In conjunction with the arsenic related investigative component, the work scope will also include examination of existing data on semi-volatile organic compounds and polycyclic aromatic hydrocarbon constituents and their potential source(s). This task does not include field investigation activities or laboratory analysis.

### **Task 3. Site Assessment Plan Preparation**

PBS&J will prepare a SAP based on the findings derived from this task. The SAP will present a description of the field tasks, will include scaled drawings of all sampling locations, and will describe the analytical suites selected. Possible sources of arsenic contamination in the area will be identified or eliminated depending on the strength of data generated during this investigation. The need for further investigation, based on promising results or insufficient data, will also be discussed. If definite sources are identified during this evaluation, the plan will identify possible methods to mitigate or prevent the biasing of samples based on collection techniques.

Prior to finalizing the plan, PBS&J will provide the City with a draft version for review and comment. PBS&J will attend a meeting with the City and FDEP to discuss this approach, and will make appropriate revisions to the plan and provide final copies for submittal to FDEP for their review and ultimate approval.

### **III. PERSONNEL:**

Consultant is proposed to use the following personnel for this work assignment:

Thomas Farkas, P.G. - Senior Project Manager  
George Thomas - Project Manager  
Bradley Bayne, P.G. - Hydrogeologist II  
Steven Drake – CADD Operator

The Consultant shall not make changes in the professional personnel working on activities without the written notification to the City.

This Agreement will remain in effect until the site assessment plan is completed and accepted by the City of Palmetto.

### **IV. SCHEDULE**

The anticipated schedule is indicated on Exhibit "B".

**END OF SCOPE**

## **Schedule B**

### **Task 1. General Research Support**

***Anticipated Schedule for Completion – 12 days from NTP***

### **Task 2. Additional Assessment Plan of Site Groundwater and Soil Chemistry**

***Anticipated Schedule for Completion – 1 week from completion of Task 1.***

### **Task 3. Site Assessment Plan for SAR Completion Preparation**

***Anticipated Schedule for Completion of Draft Version of SAP – 3 days from Completion of Task 2 – Final Version – 5 days from receipt of comments from FDEP.***

***Total Anticipated Schedule for Work Assignment No. 1 – 1 Month (assuming FDEP timely response to comments).***

## Site Sampling Plan

### PBS&J Labor for Site Sampling Plan

Task					
1	<b>PBS&amp;J LABOR - Hours for PBS&amp;J preparation of the Site Sampling Plan for discussion with FDEP (includes hours for research at FDEP and meetings)</b>				
	Hydrogeologist II	\$ 115.00	per hour	24	\$ 2,760.00
	Senior Project Manager	\$ 155.00	per hour	12	\$ 1,860.00
	Project Manager	\$ 145.00	per hour	16	\$ 2,320.00
	CADD Operator	\$ 67.00	per hour	9	\$ 603.00
	Subtotal Task 1				\$ 7,543.00

**EDENFIELD SITE ASSESSMENT**

Attached is a chronological history of the issues relating to the Edenfield Property, located at 505 5<sup>th</sup> Street West.

The City purchased the environmentally contaminated property in 1998. In 2001, the FDEP was requiring assessment and remediation of the property. In 2004, the property was transferred to CRA ownership, to provide for the funding of the FDEP requirements as well as the potential redevelopment of the property. The Director of Public Works negotiated terms with the FDEP that allowed for the City to avoid negative action while conducting a site assessment and redevelopment plan.

A detailed site assessment was completed by SCS engineering (excerpts attached) and submitted to the FDEP. The FDEP did not issue an opinion as to the allowable redevelopment uses of the property, awaiting a change to the ruling regarding allowable limits of certain contaminants.

In March of 2008, the FDEP advised the City that the new rules were in effect, but noted that the City had submitted the site assessment prior to the change in rules.

In November of 2008, the FDEP clarified their position, stating that the City would be required to complete a revised site assessment in accordance with the new rules. The FDEP has agreed to meet with City and CRA staff to determine which portions of the existing site assessment will be accepted, and what the scope of a future assessment must be.

Staff has obtained a cost estimate for the completion of the site assessment. Additionally, the scope of services includes future phases, so as to secure current-day pricing for any remediation that may be deemed necessary. (attached) Phase I for the development of a site assessment plan is estimated to cost \$22,240 and Phase II for the actual completion of the site assessment is estimated to cost \$94,470.

The CRA has discussed the possibility of redeveloping the property with a few parties, but until the FDEP allows for such redevelopment or the property is remediated, no action can be taken.

Staff hopes that the additional site assessment will provide information that also determines the source of the contamination, to allow for the sharing of remediation costs.

This project is consistent with CRA objectives, in that it strengthens the City's contribution to the well-being of the community and enables successful on-going revitalization.

**QUESTIONS:**

- **Should the CRA fund Phase I and II of the proposal for site assessment of the property, as required by the FDEP?**

April 14, 2009

CRA Board accepted the recommendation of the CRA Advisory Board to fund Phase I and Phase II in an amount not to exceed \$116,710.

APPROVED BY CITY COMMISSION  
APR 15-4-09 BY [Signature]  
\$116,710 Budget Allocation  
FUNDED BY 690 559 8214



**BOARD OF DIRECTORS MEETING  
PALMETTO COMMUNITY REDEVELOPMENT AGENCY**

**April 14, 2004**

**Board Members Present:**

Scott Maloney, Chairman  
Alan Zirkelbach, Vice- Chairman  
Allen Langford  
C.J. Czala  
Rose Tory

**Board Members Absent:**

**Also Present:**

Tanya Lukowiak, CRA Executive Director  
Kathleen Burns, CRA Administrative Assistant  
Barbara Levin, CRA Attorney  
Mary Lancaster, Councilwoman, CRA Liaison

**I. CALL TO ORDER**

Chairman Scott Maloney called the meeting to order at 5:05 p.m.

**II. APPROVAL OF AGENDA**

**MOTION:** Mr. Langford moved, Mr. Zirkelbach seconded, and motion carried unanimously to approve the CRA Board Meeting agenda for April 14, 2004.

**III. OLD BUSINESS**

**A. Approval of Minutes- March 3, March 30, and April 1, 2004**

**MOTION:** Mr. Zirkelbach moved, Mr. Langford seconded, and motion carried unanimously to approve the minutes from the March 3, March 30, and April 1, 2004 meetings as printed.

**B. Selection of Developer for the Waterfront Development Plan**

Discussion ensued regarding each Board member's ranking of the developers.

**MOTION:** Mr. Zirkelbach moved, Mr. Langford seconded and motion carried unanimously to approve the Executive Director and the CRA legal counsel to start negotiations with the top ranked firm, Wallace Roberts and Todd to bring to the board for approval. If negotiations fall with the top ranked firm then they should then begin negotiating with the second ranked firm URG.

**C. Fencing and Agreement Regarding Edenfield Property**

Discussion ensued regarding the contract for the Edenfield property.

**MOTION:** Mr. Zirkelbach moved, Ms. Tory seconded, and motion carried unanimously to approve the funding to fence in the Edenfield property for \$ 8,841.21 and to issue notice to proceed to ZNS to begin the environmental study, not to exceed \$ 16,000.00

**D. Village of the Palms Update**

For informational purposes. To inform the board of the progress at Village of the Palms and to present them with the new plat sheet.

**IV. NEW BUSINESS**

**A. Approval of Attorney Fees**

**MOTION:** Mr. Zirkelbach moved, Ms. Tory seconded, and motion carried unanimously to approve the \$ 1,507.50 attorney fees for the month of March.

**B. CRA Office Lease**

Discussion ensued regarding the current lease on the CRA office space and the proposed amount of rent. Board directed Executive Director to look for new office space.

**C. Chamber of Commerce Investors' Forum**

Discussion ensued regarding the Downtown Media/ Investor Forum and the CRA contributing \$ 1,000.00 toward the costs.

**MOTION:** Mr. Zirkelbach moved, Mr. Langford seconded, and motion carried unanimously to approve the \$ 1,000.00 contribution to the Manatee Chamber of Commerce for the Investors' Forum.

**D. TKO Shea's**

For informational purposes. To inform the Board of the of the City's interest in assisting Century Bank in acquiring a tenant for the property.

**E. Executive Director's Contract**

For informational purposes. To inform the Board that the Executive Director's contract expires in July 2004.

**F. CRA Attorney Update**

- We need to scale back the LDC agreement with the County.

**G. CRA Executive Director Update**

- I have provided you the monthly code enforcement report.
- The City of Palmetto has adopted a Pay Plan. A copy is available at the office if anyone is interested in looking at it.

**H. CRA Liaison/ Council Member Mary Lancaster**

- The Easter egg hunt should be included on your calendar. I think it would be nice to see more of you at this event.
- Please send a letter of appreciation to the agency for the Easter egg hunt.
- There is a Code Enforcement Board that should be better utilized.

**K. Citizens' Comments**

**Eric Ball- 1001 Riverside Drive**

- Concerned about TKO Shea's not being in the CRA district according to the map.

**V. NEXT REGULAR SCHEDULED MEETING-May 5, 2004 6:00 P.M.**

**VI. BOARD COMMENTS**

**Rose Tory**

- The Easter egg celebration was great and we should send a certificate of appreciation.
- Barbara, will you be available for my comments on the Executive Director's contract?

**Allen Langford**

- Disappointed with one newspaper's article regarding our last meeting on the Waterfront Development Plan. Can we send a letter to the editor?

**Vice-Chairman Zirkelbach**

- TKO Shea's lease has some problems and needs to be tightened up.

**Chairman Maloney**

- The Waterfront Plan is a beginning. We need and want the community's input.

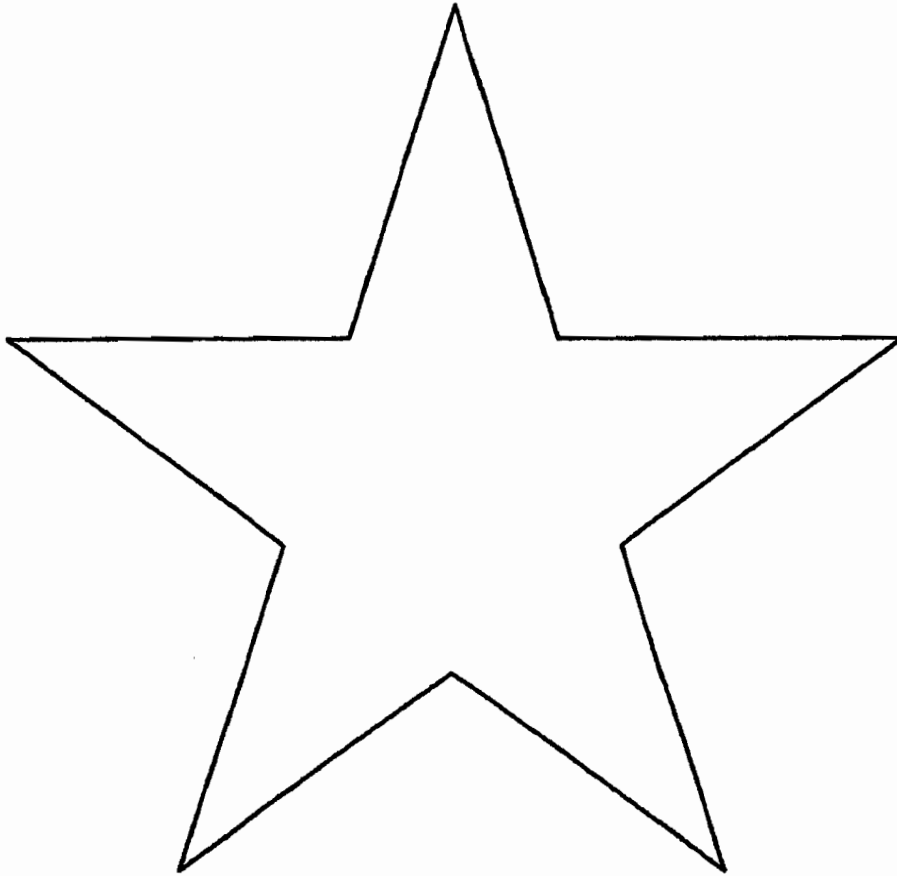
**C.J. Czisa**

- I am sorry I was late for tonight's meeting.

**VII. ADJOURNMENT**

**MOTION:** On a motion made by Mr. Zirkelbach, seconded by Mr. Langford, and carried unanimously, the meeting was adjourned at 5:45 P.M.

# Attachment B



**AGREEMENT FOR CONVEYANCE OF REAL PROPERTY  
BETWEEN  
THE CITY OF PALMETTO, FLORIDA, AS GRANTOR  
AND  
THE PALMETTO COMMUNITY REDEVELOPMENT AGENCY AS GRANTEE**

THIS AGREEMENT is made the day and date last entered below by and between the CITY OF PALMETTO, FLORIDA, a municipality of the State of Florida, and the PALMETTO COMMUNITY REDEVELOPMENT AGENCY, a public agency of the State of Florida pursuant to Section 163.356, Florida Statutes.

WHEREAS, the City of Palmetto, Florida, hereinafter the "City," is the owner of certain real property located within the City of Palmetto, Florida, which real property is more fully described in Exhibit "A," attached hereto and made a part here of, hereinafter the "Edenfield Property," and

WHEREAS, the Florida Department of Environmental Protection, hereinafter the "FDEP," in reliance upon certain environmental testing of the soil and ground water within the Edenfield Property, has determined that certain contaminants contained in said soil and groundwater exceed the minimum standards for such soils and ground water as adopted by the FDEP; and

WHEREAS, the Edenfield Property is located within the Palmetto Community Redevelopment Agency Redevelopment Area as identified in the Community Redevelopment Action Plan for Palmetto, Florida, dated November 1993 as adopted and amended by the City Council of the City of Palmetto, hereinafter the "CRA Plan;" and

WHEREAS, on or about March 3, 2004, the Board of Directors of the Palmetto Community Redevelopment Agency, hereinafter the "CRA," determined that redevelopment of the Edenfield Property, to include remediation of said property in cooperation with FDEP, is consistent with and furthers the goals and objectives of the CRA Plan; and

WHEREAS, the CRA has agreed, upon the City Council of the City of Palmetto, Florida conveying, deeding and transferring fee simple ownership of the Edenfield Property to the CRA, to initiate redevelopment of the Edenfield Property ; and

WHEREAS, the City Council of the City of Palmetto, Florida, in reliance upon the CRA undertaking the redevelopment of the Edenfield Property, adopted Resolution No. 04-17 reflecting it's determination that the conveying, deeding and transferring of fee simple ownership of the Edenfield Property to the CRA is in the best interest of and furthers the public welfare of the citizens of the City of Palmetto, Florida.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and

sufficiency of which hereby is acknowledged by both the City and the CRA to each other, the City and the CRA, hereby agree as follows:

1. Agreement to Convey. The City Council of the City of Palmetto does hereby agree to convey, deed, and transfer fee simple ownership of the Edenfield Property, as described in Exhibit "A," to the Palmetto Community Redevelopment Agency. The Mayor of the City of Palmetto, Florida shall execute on behalf of the City all documents necessary to complete the conveyance and transfer of fee simple ownership of the Edenfield Property to the CRA.

2. Deed and Reverter. The deed conveying fee simple ownership of the Edenfield Property to the CRA shall contain a provision whereby in the event the CRA does not submit redevelopment options to the City Council of the City of Palmetto, Florida for the redevelopment of the Edenfield Property within twelve (12) months after the transfer of such ownership, then ownership of the Edenfield Property shall revert to the City of Palmetto, Florida, hereinafter the "Deed." The Deed shall be substantially in the form attached hereto and made a part hereof as Exhibit "B."

3. City's Approval of Redevelopment Options. The CRA shall, within twelve (12) months of delivery of the Deed to the CRA, submit redevelopment options for the Edenfield Property to the City Council of the City of Palmetto, Florida for said City Council's selection and approval. Upon submission of said redevelopment options, the City Council hereby agrees to promptly set such redevelopment options for consideration at its next regularly scheduled or special council meeting and to review and accept or reject said redevelopment options at that meeting.

4. Purchase Price. The purchase price of the Edenfield Property is TEN AND NO ONE-HUNDREDTHS DOLLARS (\$10.00), hereinafter the "Purchase Price," and shall be payable to City upon delivery of the Deed to the CRA.

5. City's Pre-development Costs. The CRA agrees that in anticipation of a future sale or conveyance of the Edenfield Property by CRA to a third party for redevelopment consistent with an approved redevelopment option as provided in Paragraph 3 hereof, the CRA will reimburse the City for the City's pre-development costs, totaling NINETY THOUSAND AND NO ONE HUNDREDTHS DOLLARS (\$90,000.00,) incurred in connection with the maintenance of the Edenfield Property up to the date of this Agreement, hereinafter the "Reimbursement." Not later than October 31, 2004, the CRA shall deposit the Reimbursement into an interest bearing account to be held until such time that the City Council approves a redevelopment option as provided in Paragraph 3 hereof, hereinafter the "Escrowed Funds." The CRA's obligation to pay the Reimbursement to the City is contingent upon City Council approving a redevelopment option as provided in Paragraph 3 hereof.

**6. Release of Escrowed Funds.** The Escrowed Funds shall be released as follows:

a. Upon City Council's approval of a redevelopment option as provided in Paragraph 3 hereof, the Escrowed Funds shall be released to the City; or

b. In the event the CRA fails to submit the redevelopment options within the time frame specified in Paragraph 2 hereof, the parties agree that the Edenfield Property reverts to the City, the CRA's obligation to pay the Reimbursement to the City is extinguished, and the Escrowed Funds shall be promptly released to the CRA; or

c. In the event the City Council fails to approve a redevelopment option as provided in Paragraph 3 hereof, the parties agree that the CRA shall promptly re-convey and transfer the Edenfield Property to the City and the Escrowed Funds shall be released to the CRA upon delivery of the deed re-conveying and transferring the Edenfield Property to the City.

In the event of release of the Escrowed Funds to CRA or to the City under any of these scenarios, the mutual obligations of the parties to each other shall be deemed satisfied.

**7. Documentary Stamps and Other Charges or Taxes.** The CRA shall, concurrent with recording the Deed, pay any and all documentary stamps, charges or other taxes with respect to the conveyance of the Edenfield Property to the CRA together with any certified, confirmed or ratified special assessment liens, and all pending liens as of the date of conveyance and transfer of the Edenfield Property to the CRA. However, in the event the CRA is required to re-convey and transfer the fee simple interest in the Edenfield Property to the City as set forth in this Agreement, then the City shall, concurrent with recording the Deed, pay any and all documentary stamps, charges or other taxes with respect to the conveyance of the Edenfield Property to the City, together with any certified, confirmed or ratified special assessment liens, and all pending liens as of the date re-conveyance and transfer of the Edenfield Property to the City.

**8. Escrow Agent.** The parties hereto agree that Bank of America shall be the escrow agent to hold the Escrowed Funds, hereinafter the "Escrow Agent." The Escrow Agent is authorized to disburse the Escrowed Funds in accordance with the terms and conditions of this Agreement. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the Escrowed Funds until the parties mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit the Escrowed Funds then held pursuant to this Agreement with the Clerk of the Circuit Court of Manatee County, Florida, and upon notifying all parties concerned of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between the City and the CRA wherein the Escrow Agent is made a party by virtue of acting as such escrow agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be

entitled to recover a reasonable attorneys' fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party.

9. Attorneys' Fees and Costs. In connection with any litigation arising out of this Agreement, the prevailing party, to the extent allowed by law, shall be entitled to recover all costs incurred, including reasonable attorneys' fees at trial and appellate levels.

10. Assignment. This Agreement may not be assigned.

11. Modification. There are no other agreements, promises or undertakings between the parties except as specifically set forth herein. No alterations, changes, modifications or amendments shall be made to this Agreement, except in writing and signed by the parties hereto.

12. Authority to Enter into Agreement. Each party hereto covenants to the other that it has the lawful authority to enter into this Agreement, that its governing body has approved this Agreement, and that its governing body has authorized the execution of this Agreement in the manner hereinafter set forth.

13. Counterpart Originals. This Agreement may be executed in counterparts each of which when taken together with the other counterparts shall constitute a fully executed original.

14. Time. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in triplicate, on the day and year indicated below the signature of each.

PALMETTO COMMUNITY  
REDEVELOPMENT AGENCY, a  
public agency of the State of Florida

By: \_\_\_\_\_  
J. Scott Maloney, Chairman  
Date: \_\_\_\_\_

[SIGNATURES AND ATTESTATION OF CITY ON FOLLOWING PAGE]



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

By: \_\_\_\_\_  
**LAWRENCE E. BUSTLE, MAYOR**  
Date: \_\_\_\_\_

**ATTEST: J.E. FREE, JR.**  
**City Clerk**

By: \_\_\_\_\_  
**City Clerk/Deputy Clerk**

**(Seal)**

THIS INSTRUMENT WAS PREPARED BY:

Jerome B. Levin

WARRISON, HENRICKSON, DOUGLASS

WILKINSON, P.A.

100

WILKINSON, FL 34206

**QUIT CLAIM DEED**

(Individual to Individual)

**THIS QUIT CLAIM DEED, executed the \_\_\_\_ day of April, 2004, by the City of Palmetto, Florida, a municipality of the State of Florida, first party, to the Palmetto Community Redevelopment Agency, a public agency of the State of Florida, whose post office address is P.O. Box 1209, Palmetto, Florida 34220, second party.**

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH, that the first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Manatee, State of Florida, viz:**

**See Attached Exhibit "A"**

**Property ID # 2773100009**

**TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever, subject to first party's right of reversion as follows:**

**In the event the second party does not submit redevelopment options to the City Council of the City of Palmetto, Florida for the redevelopment of the subject real property within twelve (12) months of the date hereof, then ownership of the subject real property shall revert automatically to the City of Palmetto, Florida.**

**IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.**

*Signed, sealed and delivered in the presence of:*

**The City of Palmetto, Florida, by and through the City Council of the City of Palmetto**

\_\_\_\_\_  
Witness Signature

By \_\_\_\_\_

**Lawrence E. Bustle, Mayor**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

**AS TO GRANTOR**

**EXHIBIT "A"**

COM AT THE NE COR OF THE SW1/4 OF THE SE1/4 OF SEC 14, TH S 00 DEG 00 MIN 40 SEC W, ALG THE E LN OF SD SW1/4 OF THE SE1/4, 1320.43 FT TO THE SE COR THEREOF; TH N 89 DEG 38 MIN 47 SEC W, ALG THE S LN OF SD SEC 14, 210 FT FOR A POB; TH N 00 DEG 00 MIN 40 SEC E, PARALLEL TO THE E LN OF THE SW1/4 OF THE SE1/4 OF SD SEC 14 AND 210 FT WLY THERE FROM, 351.16 FT TO THE INTERSECT WITH TH S R/W OF 5TH ST; TH S 89 DEG 34 MIN 48 SEC E, ALG SD S R/W, 148.55 FT TO A PT LYING 25 FT WEST OF THE C/L OF THE EXISTING SEABOARD RR TRACK; TH S 00 DEG 01 MIN 21 SEC E, PARALLEL TO THE C/L OF SD TRACK AND 25 FT WLY THEREFROM, 324.09 FT TO THE PC OF A CURVE CONCAVE TO THE E, HAVING A RADIUS OF 5754.65 FT; TH SLY ALG THE ARC OF SD CURVE PARALLEL TO THE C/L OF SD TRACK AND 25 FT WLY THEREFROM, THRU A C/A OF 04 DEG 45 MIN 47 SEC, 478.40 FT TO THE P.T. OF SD CURVE; TH N 89 DEG 38 MIN 47 SEC W, PARALLEL TO THE S LN OF SD SEC 14, 10 FT M/L, TO THE INTERSECT WITH THE APPROXIMATE M/H/W LN OF THE MANATEE RIVER; TH NWLY ALG SD APPROXIMATE M/H/W/ LN, 135 FT, M/L, TO THE INTERSEC WITH THE SLY EXTENSION OF THE ELY R/W OF RIVERSIDE DR; TH N 14 EG 40 MIN 27 SEC W, ALG THE SLY EXTENSION OF SD SLY R/W 30 FT, M/L, TO THE INTERSECT WITH THE SLY R/W OF SD RIVERSIDE DR; TH CONT N 14 DEG 40 MIN 27 SEC W, ALG THE ELY R/W OF SD RIVERSIDE DR, 319.91 FT TO THE INTERSECT WITH THE S LN OF SD SEC 14; TH N 89 DEG 38 MIN 47 SEC W, ALG THE S LN OF SD SEC 14, 4.29 FT TO THE POB; ALSO IN SEC 23, CONT 2.1 AC M/L PI#27731.0000/9

Residential / Commercial / Licensed &amp; Insured

# ARROW

FENCE SYSTEMS  
INC.  
"THE SPECIALTY FENCE LEADER"



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Bradenton, FL 34209  
Bradenton: (841) 753-8714  
Sarasota: (841) 854-2187  
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Fax: (841) 753-7557  
www.arrowfencesystems.com

- ☐ Top Rail of Fence to Follow Gr.  
☐ Be Level with Lowest G.  
☐ Be Level with Highest G.

NAME City of Palmetto  
ADDRESS 600 1st St  
CITY Palmetto, FL  
JOB NAME & LOCATION Ann Seiger PHONE 737-0286  
737-4539

Palmetto, FL SPECIAL 3-17-01 SALESMAN Mark

1032' - 72" Chain Link  
9' br

2.4' gate post

6-2 1/2" corner terminals

1 1/2" top rail

2" line post

1-72" x 12" double end post

All posts to top rail Sch 40

All post set in concrete

TOTAL - \$841.21

Customer's Signature

Thank you for business

Please call Mark

FENCE LINES ARE CUSTOMER'S RESPONSIBILITY

I HEREBY ACKNOWLEDGE THE COMMENCEMENT OF WORK ON THE ABOVE

CUSTOMER DATE

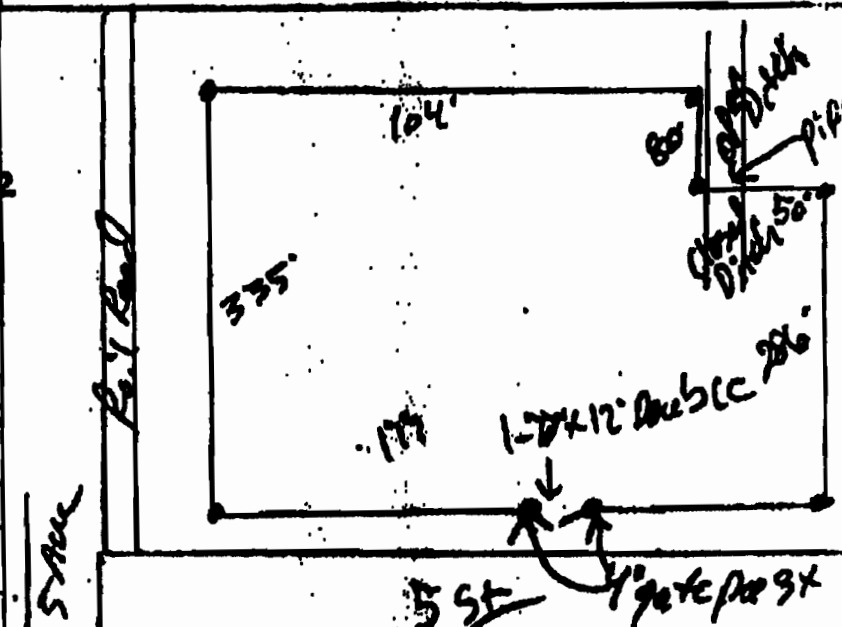
I HEREBY ACKNOWLEDGE THE SUCCESSFUL COMPLETION OF WORK DESCRIBED ABOVE

CUSTOMER DATE

Top Rail 6'  
Post Spacing Chain Link 90'  
Gates 2  
Brackets 2  
Saddles 2  
Top Rail 1-4" 2-4" 3-4" 4-4" 5-4" 6-4" 7-4" 8-4" 9-4" 10-4"  
Line Post 1-4" 2-4" 3-4" 4-4" 5-4" 6-4" 7-4" 8-4" 9-4" 10-4"  
End Post 1-4" 2-4" 3-4" 4-4" 5-4" 6-4" 7-4" 8-4" 9-4" 10-4"  
Corner Post 1-4" 2-4" 3-4" 4-4" 5-4" 6-4" 7-4" 8-4" 9-4" 10-4"  
Wall Gate Post 1-4" 2-4" 3-4" 4-4" 5-4" 6-4" 7-4" 8-4" 9-4" 10-4"  
Drive Gate Post 1-4" 2-4" 3-4" 4-4" 5-4" 6-4" 7-4" 8-4" 9-4" 10-4"  
Gate Frames 1-4" 2-4" 3-4" 4-4" 5-4" 6-4" 7-4" 8-4" 9-4" 10-4"

LEAD TIME \_\_\_\_\_ PRICE \_\_\_\_\_ DATE ORDERED \_\_\_\_\_  
ORDER NO. \_\_\_\_\_ QUANTITY \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
COUNTRY \_\_\_\_\_

P.V.C. • WOOD • ALUMINUM • CHAIN LINK • ELECTRIC GAZ.



CONDITIONS  
CUSTOMER TO BE CALLED Y N  
CUSTOMER TO BE THERE Y N  
LOCATIONS Y N  
PROPERTY OWNER Y N  
SALESMAN NEEDS TO GO Y N  
CUSTOMER TO PAY DRIVER Y N  
CREDIT CARD Y N

Location of property lines and/or easements to be determined by the customer. Arrow Fence Systems, Inc. reserves the right to remove all material delivered to or installed on the job if payment is not made as specified. The customer agrees to hold Arrow Fence Systems, Inc. harmless for all claims arising from questions of survey of said property, of location of said lines and from or for personal injury, property damage or loss from or by means of the installation of said fence material, that responsibility for same due to wind, rain, flood or other natural causes. This becomes a contract when signed by both parties. Interest will be charged at 1 1/2% per month on accounts over 30 days. Cost of collection and attorney fees, if any, will be added. Contract based upon Lump Sum Contract.

# **EDENFIELD HISTORY**

## MEMORANDUM

TO: CRA Board  
Barbara Levin, Esq.

FROM: Tanya Lukowiak, Executive Director

DATE: March 3, 2004

RE: Edenfield Property

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With the Public Works Director and a representative of SCS Engineering, I met with the FDEP regarding the development of the Edenfield parcel. With the understanding that we are working on a waterfront development plan, and the inclusion of this property in the CRA Plan, the FDEP is content with allowing the City to fence the parcel until a determination is made for the future use of the property.

I propose that the CRA accept ownership of the property from the City, at nominal consideration. Upon transfer of the deed, we can, through the same engineer, conduct the additional testing necessary to determine the conditions of development. This additional testing, as attached, would cost approximately \$16,000.

This action will not only avoid potential fines, but will also give us a remediation plan with its associated costs. We will be able to tie the remediation plan to the development of the parcel, and accept proposals for development. Upon the sale of the parcel to a successful "bidder", the CRA should recoup its expenditures for the environmental activities. Additional proceeds should be allocated to reimburse the City for the \$90,000 purchase price of the property from Mr. Edenfield. Any remaining proceeds should become CRA assets.

**TABLE 1. CHRONOLOGY OF EDENFIELD PROPERTY ENVIRONMENTAL ACTIVITIES**

<b>Date</b>	<b>Activity/Issue</b>	<b>Details</b>
12/15/85	Edenfield purchased property from Atlantic Land and Improvement District.	From prior to 1940 to 1982 Tampa Southern Railroad Company owned the Property. Did not find information on who owned the Property between 1982-1985.
06/91	Joint Application for Works in the Waters of Florida.	City plan to perform ditch maintenance and dispose of ditch sediments onto Property in an "upland spoil site."
03/17/93	Letter from Dole to Zumani regarding tomato wash water discharge.	Referred to DER's (now FDEP) legal notice of intent to allow West Coast Tomato (WCT) to discharge tomato wash water.
03/12/97	Letter from Prather to Vogler regarding Edenfield drainage issue.	Indicated receipt of February 27 <sup>th</sup> correspondence and package of documents and that they had been forwarded to Hadzima.
07/29/97	Internal FDEP (DER) memorandum	Lists a history of problems with the ditch quality and indicates sewage system problems had resulted in sewage overflow into the ditch.
08/06/97	Notice of Non-Compliance issued by FDEP to WCT.	Indicated they had discharged final tomato rinse water into the stormwater system that had degraded water quality in the downstream ditch (the ditch on the Property).
09/04/97	Bradenton Herald newspaper article.	Article titled "City may buy ditch with stinky past." Article indicated the City's goal was to buy the Property with the ditch to incorporate the ditch into the City's overhaul of its stormwater drainage system. The ditch apparently was extremely smelly with high levels of bacteria and fecal waste. Further indicated the County was investigating the cause of the pollution.
10/10/97	Phase I Environmental Site Assessment prepared by Environ-Audit & Compliance, Inc.	Traditional non-intrusive Phase I. Found evidence of previous owners listed above. WCT was identified as an upgradient petroleum storage tank facility and RCRA SQG. A wetland jurisdictional line was surveyed as part of the assessment. The Property previously was used as railway spur line and freight yard until 1973. Other facilities adjacent to Property had the potential to discharge to it.

Table 1, Continued

Page 2 of 8

01/22/98	Phase II Environmental Site Assessment prepared by Environ-Audit & Compliance, Inc.	<p><b>Conclusions:</b></p> <ul style="list-style-type: none"> <li>-No buried debris in former railroad yard.</li> <li>-benzo(a)pyrene, benzo(b)fluoranthene, pyrene were detected in soils at SB-4. Latter two parameters were detected at concentrations above the clean soil residential concentrations.</li> <li>-carbon disulfide, fluoranthene, pyrene, chrysene, benzo(b)fluoranthene were detected in ditch sediments.</li> <li>-As, Ba, Cr, Pb were detected in soils, As was detected above the clean soil residential and/or industrial concentrations at SB-1, SB-4, SB-11.</li> <li>-As, Ba, Cr, Pb were detected in groundwater. As and Pb was detected above drinking water standards in TW-4.</li> </ul> <p><b>Recommendations:</b></p> <ul style="list-style-type: none"> <li>-Further assessment to identify extent and degree of soil contamination.</li> <li>-Further sampling of groundwater to assess effects of turbidity on metals results.</li> </ul>
04/06/98	Letter from Fruecht to Taylor.	Recommended preparation of a Property scale drawing, additional soil samples, both with depth and laterally past SB-12, and an additional eight monitoring wells for RCRA metals. This letter was forwarded to FDEP as an attachment to the 05/04/98 letter below.
05/04/98	Letter from Taylor to Yeagan regarding Phase I and II ESAs.	Transmitted copies of assessment reports and other City correspondence and indicated further assessment would be performed to determine extent of contamination.
09/15/98	Letter from Prather to Vogler regarding Agreement for transfer of Edenfield property to City.	Enclosed the Agreement dated 09/21/98 in the amount of \$90,000.
11/20/98	Letter from Tippin to Taylor regarding FDEP review of the Phase I and II ESAs (attached internal memo dated 11/16/98 and copy of an FDEP sediment quality assessment protocol).	Requested additional assessment per the internal memo and submittal of results within 30 days. Indicated PAHs may be a problem and groundwater discharging to the ditch needs to meet surface water standards.



Table 1, Continued  
Page 3 of 8

11/24/98	Fax from Prather to Taylor transmitting Tippin's 11/22/98 letter.	Requested Taylor review Tippin's letter. (Not found during the file review. Perhaps a typo occurred and Tippin's 11/20/98 letter was intended to be reference)
12/08/98	Letter from Taylor to Tippin regarding Tippin's 11/22/98 letter.	Indicated limited contamination is present within the property boundaries and limiting further activities to tidal effects survey until final property use is determined.
04/22/99	Letter from Tippin to Masio.	Reminder that City needs to submit plans regarding assessment activities.
08/13/99	Letter from Tippin to Petruff regarding a prior telephone conversation.	Confirmed Tippin's review of Phase II report. Confirmed FDEP understands organics and arsenic in soils and arsenic and lead in groundwater above standards. Also confirmed the FDEP completed its site investigation on 08/05/99. Requested removal of solid waste disposed on Property and additional soil and groundwater sampling to confirm previous results. Requested plans for work within 30 days.
10/19/99	Memo from Petruff to Taylor regarding contact with Tippin.	Summarized conversation with Tippin on 10/18/99. Petruff told Tippin that the City had removed all solid waste except the utility poles and railroad ties. Petruff indicated Tippin would not require additional soil sampling if a restriction were placed on the property.
10/20/99	Hand written note to FDEP file from Tippin.	Documented Tippin's inspection visit of 10/20/99 to confirm that solid waste was removed. Barrow also present at inspection.
12/06/99	Letter from Tippin to Petruff following up the 10/18/99 conversation elaborating on soil and groundwater sampling requested in the 8/13/99 letter.	Requested well construction evaluation; upgrade of temporary wells to permanent (or construction of new wells) with redevelopment and sampling for lead and arsenic; recommended discrete soils samples at SB-1 and SB-11 for arsenic; provided an example restrictive covenant; requested plans to respond to above within 30 days.
01/14/00	Letter from Taylor to Tippin regarding her 12/06/99 letter.	Agreed with Tippin recommendations; indicated contamination within parcel boundaries; proposed resampling for arsenic and lead, additional delineation around and with depth at SB-1 and SB-11, tidal study, compliance with Restrictive Covenant, if needed, and possible further assessment and remediation, if needed.

Table 1, Continued  
Page 4 of 8

12/01/00	Letter from Barron to Hickey regarding Taylor's 01/14/00 letter.	References FDEP's previous letters of 08/13/98, 11/20/98, and 12/06/99 and request to submit a report that documents all site activities since 01/14/00. Barron indicates in the letter that a complete environmental assessment of site contamination remains the goal and remediation of any groundwater contamination must be accomplished. Enclosed FDEP's "Corrective Actions for Contaminated Site Cases."
12/21/00	Letter from Hickey to Barron responding to the 12/01/00 letter.	Indicates the City is putting together a plan to complete the work.
01/10/01	Letter from Fruecht to Hickey proposing additional assessment activities.	To further define extent; sampling of TW-1 and TW-4; groundwater flow by installing 4 piezometers; soil sampling around SB-1 and SB-11
02/07/01	Letter from Hickey to Barron regarding the plan to complete the assessment actions.	Indicated TW-1 and TW-4 would be sampled for lead and arsenic; install four piezometers for tidal study; sample soil intervals at SB-1 and SB-11; provide a report.
03/01	Supplemental Assessment Activities report issued by JEA.	<p><i>Purpose:</i> To provide additional assessment activities following the Phase II assessment. Specifically to assess whether soil contamination could be vertically defined and if turbidity affected previous groundwater samples. Soil samples were collected at one-foot intervals to five feet below land surface near SB-1 and SB-11. Groundwater samples were collected from TMW-1 and TMW-4A.</p> <p><i>Conclusions:</i></p> <ul style="list-style-type: none"> <li>-Soil arsenic concentrations exceeded the residential cleanup criterion to a depth of five feet.</li> <li>-Soil arsenic concentrations exceeded the industrial cleanup criterion to a depth of three feet.</li> <li>-Groundwater flow was toward the south.</li> <li>-Groundwater samples indicated the presence of arsenic and lead above drinking water standard but high turbidity was a factor contributing to the presence of the arsenic and lead.</li> </ul>

Table 1, Continued  
Page 5 of 8

		<p><b>Recommendations:</b></p> <ul style="list-style-type: none"> <li>-If further soil sampling is performed to assess lateral extent of soil contamination, use SB-1 and SB-11 as starting locations for the assessment.</li> <li>-Additional groundwater quality site assessment should consider tidal effects.</li> <li>-Future wells should incorporate adequate screening materials and construction to reduce turbidity.</li> </ul>
06/26/01	Letter from Barron to Hickey regarding review of Supplemental Site Assessment Activities.	Additional borings in addition to SB-1 and SB-11 are needed to assess vertical and horizontal extent. The installation of a permanent monitoring well at the TWM-4A location is needed. Soil and groundwater analyses for EPA Method 8270 and 8 RCRA metals are needed. A Restrictive Covenant may not be appropriate. Additional data may be sufficient to complete a risk assessment. A revised Contamination Assessment Plan is needed.
07/11/01	Meeting between City and FDEP regarding 06/26/01 letter from Barron.	City will respond to the 06/26/01 letter. The City will check the Agreement with Edenfield for responsibility and understands that if none is found that the City will be the responsible party. The City's engineers will prepare a proposal to address FDEP's requested actions.
07/23/01	Letter from Hickey to Barron summarizing the 07/11/01 meeting between the City and FDEP.	<p>City reps – Conlon, Tusing, Fruecht, Siewert, Hickey.</p> <p>FDEP reps – Barron, Gonzalves</p> <p>Actions to be taken as a result of the meeting –</p> <ul style="list-style-type: none"> <li>City to respond to 06/26/01 letter by 07/26/01;</li> <li>City to research the Edenfield Agreement regarding cleanup of the Property. A proposal to perform actions requested in the 06/26/01 letter will be prepared by Smith &amp; Gillespie (to become part of JEA).</li> </ul>
08/03/01	Proposal from JEA to Hickey regarding assessment of site.	Proposed to delineate arsenic at SB-1 and SB-11, sediment sample at ditch outfall for Benzo (b) floranthene; installation of a monitoring well near the former TMW-4A (to be designated MW-4); collect soil and groundwater samples for EPA method 8270 and 8 RCRA metals.

Table 1, Continued  
Page 6 of 8

08/28/01	Letter from Petruff to Hickey regarding responsibility for cleanup.	Indicated FDEP investigated complaints about the property prior to City purchase and FDEP was provided copies of the environmental audit. Indicated Cathey and other FDEP employees visited the site more than once and did not determine that it was contaminated. After closing on the Property transaction, an FDEP internal memo raised issues regarding the environmental assessments. Petruff stated her opinion that the railroad or upstream facilities were responsible and asked why FDEP did not advise the City prior to the Property transaction regarding FDEPs concerns. She said Tippin said FDEP would investigate requesting cleanup of the Property by the railroad.
09/06/01	Letter from Hickey to Barron regarding Agreement with Edenfield.	Indicated Agreement silent on property cleanup and absence affects FDEP's view of "responsible party." Attached Petruff 08/28/01 letter and JEA 08/03/01 proposal to assess property.
01/17/02	Letter from Ettore to Hickey regarding 09/06/01 letter.	Referenced 09/06/01 letter, 08/28/01 letter and project file; states City is liable for hazardous substances on property; FDEP is not required to notify an owner that a property is contaminated; references Florida law of "buyer beware;" no facts to indicate railroad or upstream facilities are responsible; sees no reason why the case should not be proceeding; referenced 07/11/01 meeting that reached tentative agreement; indicates only need limited soil removal and natural attention ( <i>should be "attenuation"</i> ) of groundwater ( <i>what is really meant here is "monitored natural attenuation"</i> ); says "Either the City is going to proceed to conduct the required work in the immediate future or I believe the District will refer this case to the Office of General Counsel."
03/02/02	Email from Hickey to Barron regarding status of response to FDEP.	Referenced 01/17/02 letter from Ettore and that Petruff will be responding. Requested Barron's review and recommendation on JEA's plan of study dated 08/03/01.
03/07/02	Fax cover page from Barron to Russel	Transmits Ettore's 01/07/02 letter.
03/08/02	Email from Hickey to Petruff regarding 01/17/02 letter.	Summarized status of issues and suggested Mayor and staff get together to set a direction.

Table 1, Continued  
Page 7 of 8

02/17/03	Proposed Agreement with West Coast Tomato, Inc.	<p>Elements:</p> <ul style="list-style-type: none"> <li>-New property line.</li> <li>-WCT would assume environmental liability for new property.</li> <li>-Silt basin would be created by WCT.</li> <li>-New berm to channel runoff would be created by WCT.</li> <li>-Regraded ditch by WCT.</li> <li>-Trash and debris removed by WCT.</li> <li>-Drain pipe refurbished by WCT.</li> <li>-New property properly graded.</li> </ul>
05/21/03	Phone call record for call from Russell to Barron requesting what assessments are needed at property.	Barron indicated the letter of 06/26/01 included the required assessments and a contamination assessment plan (CAP) needed to be submitted.
05/29/03	Letter from Russell to Bustle regarding WCT interest in Edenfield property	To expand its facility; understands that additional assessment is needed; willing to share half the costs in assessing and remediating the property. Estimates CAP and assessment at \$17,000 and possibly \$5,000 to \$10,000 more for additional assessment following the CAP and assessment with no estimate for remediation costs.
05/30/03	Email from Bustle to Scott	City is not interested in sharing in the assessment and remediation costs since the City did not cause the contamination.
07/24/03	Memo from Hickey to Bustle.	Summarizes status of Edenfield property.
07/28/03	Palmetto City Council workshop	Included presentation by Russell of Environmental Safety Consultants' letter dated 05/29/03 offering for WCT to share in one half of the costs of assessing and remediating the Property.
09/08/03	Fax cover page from Barron to Petruff	Transmits the 5/21/03 phone call record.
09/26/03	Letter from Lukowiak(Ms) to Clark regarding consulting services to assist CRA with Edenfield property	Transmits SCS Engineers proposal for file review to update status of Property environmental activities and provides notice to proceed.

Table 1, Continued

Page 8 of 8

Notes:

Prepared from review of City and FDEP files.

Prepared by Bob Westly, P.G., SCS Engineers Project Director.

October 14, 2003.

Persons referenced:

Barron – FDEP employee.

Bustle – Mayor.

Cathey – FDEP employee.

Clarke – V.P. of Zoller, Najjar and Shroyer, L.C.

Dole – Mayor.

Fruecht – Environmental/Engineering Specialist with Smith and Gillespie Engineers.

Gonsalvez – FDEP employee.

Hadzima – City of Palmetto Public Works Director.

Hickey – City of Palmetto Public Works Director.

Lukowiak(Ms) – Executive Director of Palmetto Community Redevelopment Agency.

Masio – Attorney with McGuire & Parry.

Petruff – Attorney with Dye, Deitrich, Prather, Petruff, & St. Paul, P.L.

Prather – Attorney with Dye, Scott, Prather & Petruff, P.A.

Russell – Principal Scientist and President, Environmental Safety Consultants, Inc.

Taylor – City of Palmetto Public Works Director.

Tippin – FDEP employee.

Vogler – Attorney representing Mr. and Mrs. Billie E. Edenfield.

Zumani – FDEP employee.

Abbreviations used:

CRA – Community Redevelopment Agency.

JEA – Jones, Edmonds and Associates, Inc.

RCRA – Resource Conservation and Recovery Act.

SQG – Small quantity generator.

WCT – West Coast Tomato, Inc.

Symbols used:

As – arsenic

Ba – barium

Cr – chromium

Pb – lead

**FILE**  
*cc: All listed*  
*w/ 2 attachments*

**Mike Hickey**

---

**From:** Mike Hickey  
**Sent:** Tuesday, December 31, 2002 3:19 PM  
**To:** 'aprather@dyefirm.com'; Mike Hickey  
**Cc:** Larry Bustle; Karen Conlon; 'Patricia Petruff'; Van Brown; Steve Nail  
**Subject:** RE: C/Palmetto Audit Letter

Alan, here is the status of the items that you requested.  
 Your inquiry is followed by the status.

1. Warning notice of DEP dated 25 Feb.99 re: wastewater treatment plant and status of the mixing zone permit/implementation.

The mixing zone was applied for as a modification to our Wastewater Permit No. FL00204001 by our consultant JEA. It was approved by a DEP letter to the Mayor dated January 9, 2002. The construction associated with the permit modification was completed by JEA.

Of note, the DEP closed the Consent Order in an undated letter to the Mayor, which was received September 11, 2002. It acknowledged meeting all of the CO requirements including "...applying for and receiving a mixing zone...".

These 2 letters will be sent to you and the others above along with a paper copy of this e-mail.

2. Edenfield Property & DEP testing etc.

The City's position has been stated in Ms. Petruff's letter of August 28, 2001. Specifically, the City did not cause the contamination and; therefore, is not the responsible party. She recommended that further testing or clean-up be deferred until the responsible party issue is resolved.

Mr. Anthony Ettore of DEP provided his response to the above correspondence in his letter dated January 17, 2002. This was provided to Ms. Petruff for review and a response as necessary.

In addition a plan of study (POS) prepared by JEA on August 3 2001 was provided to Mr. Barron of the DEP for review and recommendations. On March 20, 2002 there was a follow-up to that review request. The follow-up noted that the review was an essential ingredient to the City proceeding. They have not yet provided a review of that POS.

The City would conduct the testing prior developing the property. There are no plans by the City for development.

West Coast Tomato has expressed an interest in a portion of the property, has researched the file and has been silent since.

I expect that if the City were to transfer ownership of any part of the property, they would transfer the obligation to conduct the testing

with it.

Michael S. Hickey, P.E., Director.

Department of Public Works

600 17th Street

Palmetto, FL 34221

941-723-4580 Phone

941-723-4530 FAX

mhickey@palmettofl.org

-----Original Message-----

**From:** Dye Firm - Alan Prather [mailto:aprather@dyefirm.com]

**Sent:** Monday, December 30, 2002 10:47 AM

**To:** Mike Hickey

**Cc:** Larry Bustle; Karen Conlon; Patricia Petruff

**Subject:** C/Palmetto Audit Letter

Mike;

In order to completely respond to the audit letter for the fiscal year , we need info on status of several matters that we no longer are actively involved with but appear are being addressed by your department.

Those are:

1. Warning notice of DEP dated 25 Feb.99 re: wastewater treatment plant and status of the mixing zone permit/implementation.
2. Edenfield Property & DEP testing etc.

Please send info to both Petruff and myself.

Thanks,  
Alan

---

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Jeb Bush  
Governor

# Department of Environmental Protection

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619

PROJECT FILE

93-142

FILE

cc Engineering  
Operations  
M  
6/7/01

David B. Struhs  
Secretary

June 26, 2001

Michael Hickey  
Director Public Works  
City of Palmetto  
600 17<sup>th</sup> Street West  
Palmetto, Florida 34221

RECEIVED

JUN 27 2001

PUBLIC WORKS  
DEPARTMENT

RE: Property at 505 5<sup>th</sup> Street West  
Palmetto, Manatee County

*D. Mayor verbally approved  
Patty P. & I discussing this w/ DEP  
- Please get her written O.K. on form I sent  
- " " true w/ P.P. & DEP (A.B.)  
M-15*

Dear Mr. Hickey:

The Department has reviewed the Supplemental Site Assessment Activities dated March 2001 and prepared by Jones, Edmunds & Associates, Inc. This additional assessment was requested by the Department in order to completely delineate soil and groundwater contamination. As noted in our letter of December 1, 1999, data presented in the *Phase II Environmental Assessment* (dated January 22, 1999), prepared by Enviro-Audit & Compliance, documents violations of groundwater standards. Arsenic and lead groundwater concentrations are greater than the maximum contaminant levels (MCLs) set forth in Chapter 62-550 F.A.C. In addition, soil concentrations of benzo (a) pyrene, benzo (b) flouranthene, and arsenic exceed the risk-based residential Soil Target Cleanup Levels.

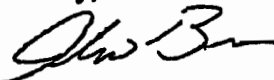
This submittal is limited in scope and additional assessment is required to completely delineate site contamination. The Department's comments are as follows:

1. Soil samples collected at SB-1 and SB-11 (Figure 2) document arsenic concentrations are above the industrial soil guidance concentration. Additional soil borings are necessary to delineate the vertical and horizontal extent of contaminated soil on this property.
2. Analytical data in Attachment 4 documents exceedences of arsenic and lead MCLs in groundwater samples. As noted in this submittal, the consultant installed a temporary well (TMW-4A) in the vicinity of the destroyed TMW-4. Since additional groundwater monitoring will be necessary, the Department recommends the installation of a permanent monitoring well at the TMW-4A location.
3. Soil and groundwater samples collected from this site should be analyzed for semi-volatile organic compounds (EPA Method 8270) and the 8 RCRA metals.

4. In your cover letter dated May 7, 2001, you make reference to execution of a restrictive covenant. The DEP letter, dated December 6, 1999, states "in the event that the concentration of arsenic in the soils do not exceed the industrial Soil Cleanup Target Levels. A Restrictive Covenant may then be recorded for the site..." Since the data presented in Table 1 documents exceedences of the industrial target levels, a Restrictive Covenant may not be appropriate. The data acquired from the additional soil sampling may provide enough information to complete a risk assessment.

Please submit a revised Contamination Assessment Plan (CAP) for the additional assessment activities at this site within 30 days of receipt of this letter. This revised CAP should include the soil sampling plan, groundwater monitoring plan, well construction details and a schedule of field activities. The Department looks forward to the completion of site assessment and submittal of the Contamination Assessment Report. (CAR). Remediation options should be included in the CAR for Departmental review. You may contact me at (813) 744-6100, extension 454, if you have any questions on this matter.

Sincerely,



Andrew Barron  
Environmental Specialist  
Waste Cleanup Section

cc: Mark Stuckey, BWC  
Patricia Petruff, City Attorney  
Paul Parek, Manatee county