

TAB 5

EDENFIELD PROPERTY SITE ASSESSMENT

EDENFIELD SITE ASSESSMENT

Attached is a chronological history of the issues relating to the Edenfield Property, located at 505 5th 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?**

**EDENFIELD
PROPOSED
WORK ASSIGNMENT**

MALCOLM PIRNIE, INC.

WORK ASSIGNMENT NO. 1

CHANGE ORDER NO. 1

Site Assessment and Remediation of Edenfield Property

The City of Palmetto (City) and Malcolm Pirnie Inc, (Consultant) has 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- Change Order No. 1
Site Assessment and Remediation
Project No. 93-142

DESCRIPTION OF AUTHORIZED SERVICES: The following scope of services represents the engineering services associated with the Edenfield SSP:

<u>Phase</u>	<u>Estimated Cost</u>
I. Site Assessment Plan	\$22,240
II. Site Assessment	\$94,470
III. Remedial Action Plan	\$48,840
IV. Site Remediation	\$535,890
V. Site Closure Coordination	\$28,680
Contingency (30%)	\$219,036

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:

Estimated fee:	\$730,120
Estimated fee (with contingency)	\$949,156

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: MALCOLM PIRNIE, INC.
By:

Secretary

(Printed name/title)

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 AND REMEDIATION

Scope of Services

Project Background

The City of Palmetto owns a contaminated property located at 505 5th Street West, Palmetto, Florida. The property is commonly called the Edenfield property. Below is a summary of the property's ownership and knowledge of contamination:

- Tampa Southern Railroad owned the property from approximately 1940 to the early 1980s.
- Ownership of the property between 1980 and 1985 is unknown at this time.
- The Edenfield family purchased the property in 1985.
- The City purchased the property from the Edenfield family in 2001. Three environmental assessments were conducted on the property from 1997 through 2001 in association with the City's purchase of the property from the Edenfield family.
- Based on the previous assessments, the City hired SCS Engineers in 2003, to conduct a file review. The file review indicated the following:
 - West Coast Tomato, located immediately north of the subject property, has historically discharged process wastewater through a ditch located on the western portion of the property.
 - Domestic sewage had been discharged through the ditch located on the western portion of the property.
 - The use of this property by the Tampa Southern Railroad and to some extent, the discharges from West Coast Tomato and the domestic sewage discharges have likely resulted in contamination of the property.
 - The file review indicated that the lateral extent of soil and groundwater contamination needs to be delineated. The contaminants of concern are arsenic, lead, organics and pH.
- SCS Engineers completed a Limited Site Assessment Report (LSAR) for the City in January 2005. The LSAR concluded that arsenic was detected with concentrations exceeding industrial soil cleanup target levels (SCTLs) at several locations and

sediment samples collected from the ditch contained semi volatile organic compounds (SVOCs) in excess of SCTLs. The LSAR was submitted to the Florida Department of Environmental Protection (FDEP).

- In March 2008 the FDEP provided comments on the LSAR and concluded that additional assessment needed to be performed at the site. Specifically, the FDEP requested that groundwater be assessed for SVOC, polycyclic aromatic hydrocarbons (PAH), and arsenic and that the soil be assessed for SVOCs and arsenic. The FDEP requested that a Site Assessment Report Addendum (SARA) be submitted summarizing these additional assessment activities.
- Following the FDEP's request for a SARA, in an effort to show a responsible approach to site management, the City authorized Malcolm Pirnie, the Consultant, to develop a Site Security Plan (SSP) for the property. The SSP is near completion.

The City has requested that the Consultant prepare this scope and fee to provide site assessment and remediation services. The project tasks are broken down into the following phases:

- Phase I –Site Assessment Plan
- Phase II – Site Assessment
- Phase III –Remedial Action Plan
- Phase IV – Site Remediation
- Phase V – Site Closure Coordination

Phase I – Site Assessment Plan

Task 1.1 - Document Review and Evaluation

A file review at the FDEP will be conducted for the property. Relevant and available files and correspondence will be reviewed. In addition, the Consultant will review files provided by the City regarding the subject property. The existing sampling data will be evaluated and used to prepare a Site Assessment Plan (SAP).

A letter report will be prepared summarizing the findings of the file review. The letter report will include a site history with respect to conditions resulting in onsite contamination and recommendations regarding additional site assessment.

Task 1.2 - Meeting with the City

Following the Document review, a meeting will be scheduled with the City to prepare for the FDEP meeting. The findings of the file review and the Consultants recommended site assessment approach with respect to soil, sediment, and groundwater sampling will be discussed with the City. The Consultant will provide an agenda prior to the meeting and will provide an electronic Meeting Summary to all attendees.

Task 1.3 - FDEP Meeting

The fee for this task assumes two members of the project team will attend an FDEP pre-submittal meeting with the City. The purpose of this meeting will be to discuss the history of the property, the previous assessments conducted, the sampling data that was compiled, and to confirm or modify the Consultant's plan for additional site assessment. The consultant will provide an electronic Meeting Summary to all attendees.

Task 1.4 - Preparation of Site Assessment Plan

After the FDEP meeting, the Consultant will prepare a SAP. The Plan will identify objectives of the site assessment such as:

- Establishing background conditions,
- Determining the relevant geologic and hydrologic characteristics of the site that could influence transport of contaminants,
- Determining the horizontal and vertical extent of the contamination in the soil and groundwater.

The Consultant will prepare Draft SAP for the City's review and comment. Following the City's review of the Draft SAP, the Consultant will address the City's comments into the Plan and finalize. The SAP will then be submitted to the FDEP for approval. Should the FDEP have comments or questions regarding the SAP, the Consultant will address them prior to initiating site assessment activities.

A site-specific Health and Safety Plan will be prepared for sampling activities in conjunction with the preparation of the SAP.

Phase I Deliverables:

- City Meeting Agenda and Summary
- FDEP Meeting Summary
- File Review and Recommended Assessment Letter Report
- Site Assessment Plan
- Health and Safety Plan

At the completion of Phase I Services, the Phase II scope and fees will be confirmed or revised by the Consultant.

Phase II –Site Assessment

The ultimate objective of the site assessment is to fully delineate the horizontal and vertical extent of the of the site contamination with respect to soil and groundwater. The Consultant will conduct the following sub tasks in order to achieve this objective. For the purposes of this work scope it is assumed that two rounds of site assessment will be required in order to delineate the vertical and lateral extent of contamination at the property with respect to known contaminants of concern (COCs).

Task 2.1 - Site Sampling and Analysis

The groundwater will be sampled and analyzed for semi-volatile organic carbons (SVOCs), poly-aromatic hydrocarbons (PAHs), and arsenic. It is assumed that a minimum of six groundwater monitoring wells will need to be installed to delineate the vertical and lateral extent of contamination in the groundwater at the property.

Onsite soils and sediment will be sampled and analyzed for arsenic and SVOCs. The fee estimate assumes that 50 arsenic samples and 25 SVOC samples will be collected to delineate the vertical and lateral extent of contamination in the soil and sediment at the property. This task also assumes that two people will be needed on site for two ten-hour days per sampling event and that two sampling events will be needed. Data will be analyzed after the first sampling event and used to refine sampling needs for the second event. The Consultant's onsite tasks will be to oversee drilling and surveyor services, perform soil screening, and collect soil and groundwater samples for laboratory analysis.

The Consultant will subcontract a driller, an analytical laboratory, and a surveyor in order to perform the necessary field assessment activities. The Consultant will perform soil and groundwater sampling and provide field oversight of the subcontractors.

The fee for subcontractors was estimated based on rates provided to Malcolm Pirnie for other projects of similar scope. After the SAP has been approved by the FDEP, Malcolm Pirnie will refine all costs associated with this task including obtaining quotes from contractors to perform site work.

Task 2.2 - Site Assessment Report Addendum (SARA)

Following the completion of two sampling events, a SARA will be prepared and submitted to the City for their review and comment. The contents of the SARA will include a historical summary of site assessment activities based on the file review, a summary of field site assessment activities, lab results, and an estimate of the vertical and lateral extent of soil and groundwater contamination. The SARA will also include a recommendations section that will recommend one of the following options:

- Recommendation for Further Assessment Activities
- No Further Action Proposal
- Natural Attenuation with a Monitoring Plan
- Preparation of a Risk Assessment Plan
- Preparation of a Remedial Action Plan

Should natural attenuation with long-term monitoring be an option, the Consultant will provide a cost evaluation for active remediation versus long-term monitoring as the long term costs of regular monitoring may exceed the short term costs of active remediation.

Following the City's review of the Draft SARA, the Consultant will address and/or incorporate the City's comments into the SARA and submit it to the FDEP for their approval.

Task 2.3 - City Meetings

The Consultant will hold project meetings with the City to review the status of the project and critical action items. Two City meetings are assumed for this phase. For each meeting, the Consultant will provide an agenda prior to the meeting and will provide an electronic Meeting Summary to all attendees.

Task 2.4 - Agency Meetings

The fee for this task assumes two project team members will attend two meetings with the FDEP during the site assessment phase. For each meeting, the Consultant will provide an electronic Meeting Summary to all attendees.

Phase II Deliverables:

- City Meeting Agendas and Summaries
- FDEP Meeting Summaries
- Site Assessment Report Addendum

At the conclusion of this phase, the Phase III scope and fees will be confirmed or revised by the Consultant.

Phase III –Remedial Action Plan

Task 3.1 – Preparation of Remedial Action Plan

The Consultant will prepare a Remedial Action Plan (RAP) detailing the methods and design principles that will address the cleanup of the soil, sediment, and groundwater as applicable to current site conditions. Potential remedial methods include the removal and disposal of contaminated soil with groundwater treatment/monitoring (if necessary), in-situ methods, and natural attenuation with long-term monitoring.

A Draft RAP will be provided to the City for review and comment. The Consultant will incorporate the City's comments into the RAP prior to submitting to the FDEP for their approval. The Consultant will address and respond to the FDEP's comments toward obtaining an approved RAP.

The scope and fee for this task cannot be well defined prior to site assessment activities. However, a fee estimate is provided that is based on Malcolm Pirnie's experience regarding level of effort for similar projects.

Task 3.2 - City Meeting

The Consultant will hold a project meeting with the City to review the status of the project and critical action items. The Consultant will provide an agenda prior to the meeting and will provide an electronic Meeting Summary to all attendees.

Task 3.3 - Agency Meeting

The fee for this task assumes two project team members will attend a meeting with the FDEP during this phase. For the meeting, the Consultant will provide an electronic Meeting Summary to all attendees.

Phase III Deliverables:

- City Meeting Agenda and Summary
- FDEP Meeting Summary
- Remedial Action Plan

At the conclusion of this phase, the Phase IV scope and fees will be confirmed or revised by the Consultant.

Phase IV – Site Remediation

The objective of the remedial action phase is to achieve the cleanup goals agreed to between the City and the FDEP prior to the start of remedial activities. These goals could be set at residential standards, industrial standards, risk-based standards, or natural attenuation with monitoring standards.

The scope and fee for this task cannot be well defined prior to site assessment activities and approval of a RAP by the FDEP. However, a fee estimate is provided that is based on Malcolm Pirnie's experience regarding level of effort for similar projects.

Task 4.1 – Implementation of RAP activities

It is not possible to determine suitable remedial methods for the site until the site assessment phase is completed and the RAP has been approved; therefore, consultant and subcontractor costs cannot be accurately estimated for this phase. The consultant has included a budget of \$500,000 for subcontractor and professional oversight of remediation activities (excluding monitoring provided in Task 4.2.) for this task. Once the RAP is approved, the Consultant will provide a detailed scope of work to perform site remediation. This budget of \$500,000 will not be assessed without prior written authorization from the City.

Task 4.2 – Monitoring During and/or After Remediation

Following completion of the remedial action or during the remediation, depending upon the method selected, soil and groundwater sampling will be required to monitor the effectiveness of the remedial activities. This task assumes a total of four quarterly monitoring events will be conducted from three monitoring wells. The monitoring wells will be sampled and analyzed for SVOC, PAHs, and arsenic.

Task 4.3 – Preparation of RAP Status Report

A Remedial Action Status report is required to be submitted to the FDEP following the implementation/completion of the remedial activities. The Remedial Action Status report must

provide conclusions on the effectiveness of the remedial actions performed and provide recommendations to continue or discontinue the remedial activities or modify the site rehabilitation.

Task 4.4 - City Meeting

The Consultant will hold a project meeting with the City to review the status of the project and critical action items. The Consultant will provide an agenda prior to the meeting and will provide an electronic Meeting Summary to all attendees.

Task 4.5 – Agency Meeting

The fee for this task assumes two project team members will attend a meeting with the FDEP during the remediation phase. The Consultant will provide an electronic Meeting Summary to all attendees.

Phase IV Deliverables:

- City Meeting Agenda and Summary
- FDEP Meeting Summary
- RAP Status Report

At the conclusion of this phase, the Phase V scope and fees will be confirmed or revised by the Consultant.

Phase V – Site Closure Coordination

Site closure can be achieved through various means. The remedial clean up levels need to be agreed upon between the City and the FDEP (residential, industrial, or risk-based). An NFA can be obtained for the site once the agreed upon remedial milestones are met. The City may choose to designate the site as a Brownfield Area and pursue site closure through the Brownfields program. Closure through Institutional Controls/Site Restrictions is another option. Should the City decide to designate the site as a Brownfield, financial incentives may be available to the City. The Consultant can assist the City with Brownfields designation and coordination activities. A modification to this scope can be provided once the site closure option has been selected.

Task 5.1 – Site Closure Selection

The Consultant will assist the City in determining the most appropriate method regarding site closure. The existing Site Security Plan prepared for the property will be updated and revised accordingly to meet site closure requirements.

Task 5.2 – Site Closure Report

A Site Closure report will be prepared when the selected remedial cleanup standards are met. The Closure report will be written specific to the selected closure option (NFA, NFA with

Institutional Controls, or Natural Attenuation with Monitoring). A Draft Site Closure report will be provided to the City for review and comment. The Consultant will address and/or incorporate the City's comments into the Report prior to submitting to the FDEP for their approval.

Task 5.3 - City Meeting

The Consultant will hold a project meeting with the City to review the status of the site closure and critical action items. The Consultant will provide an agenda prior to the meeting and will provide an electronic Meeting Summary to all attendees.

Task 5.4 – Agency Meeting

The fee for this task assumes two project team members will attend a meeting with the FDEP during the site closure phase. The Consultant will provide an electronic Meeting Summary to all attendees.

Phase V Deliverables:

- City Meeting Agenda and Summary
- FDEP Meeting Summary
- Updated Site Security Plan
- Site Closure Report

Compensation

Due to the high level of uncertainties associated with overall assessment and remediation tasks associated with this project, the Consultant has included a contingency of 30% of the total estimated project cost. Contingency funds will not be accessed without written permission from the City. The funds can be used to supplement the budget as phases of work are evaluated at the completion of previous phases.

The total estimated time and materials fee for the work provided under this scope of work is \$949,156, including a 30% contingency of \$219,036. A breakdown of the fee estimate is attached.

The Consultant will submit an invoice each month. For each task, the invoice will show the number of hours expended at each labor rate and an expense total per task will also be provided. A cover letter describing the project status and the services completed during the pay period will accompany the invoice.

[illegible]

**EDENFIELD SITE EVALUATION
(EXCERPTS FROM 290 PAGE
REPORT)**

SECTION 1

INTRODUCTION AND BACKGROUND

SCS Engineers (SCS) was retained by the Zoller, Najjar & Shroyer, L.C. on behalf of the City of Palmetto (City) to conduct this Environmental Assessment for the Edenfield property. The Edenfield property is located at 505 5th Street West, Palmetto, Florida, on the southwest corner of the intersection of 5th Street West and 5th Avenue West (Figure 1-1). Figure 1-2 shows a aerial photograph of the Edenfield property relative to surrounding features. Scheduled assessment test sites also are shown on Figure 1-2 to assist the reader in reviewing test site location figures included in Sections 2 and 4 of this report.

Zoller, Najjar & Shroyer previously retained SCS Engineers on behalf of the City to complete a review of City and Florida Department of Environmental Protection (FDEP) files regarding the Edenfield property (Property). Results of the file review indicate that three environmental assessments of the Property have been performed. Phase I and Phase II environmental assessments of the Property were performed by Enviro-Audit and Compliance, Inc. These assessments were associated with the sale of the Property to the City by Mr. and Mrs. Edenfield. The reports are dated October 18, 1997 and January 22, 1998, respectively. A supplemental assessment of the Property was performed by Jones, Edmunds and Associates, Inc., (JEA) and reported in March 2001. In brief, these previous reports indicated that additional assessment of the lateral extent of soil and groundwater contamination with respect to arsenic, lead, and selected organic parameters remained to be performed for the Property.

FDEP has expressed the need for additional assessment of the Property in the form of review comments issued for the March 2001 JEA report in a June 26, 2001 letter. SCS and the City met with FDEP representatives on February 9, 2004 to discuss the scope of additional assessment needed at the Property. It was concluded that the scope should include the following:

- Soil sampling for semi-volatile compounds
- Soil sampling for RCRA metals
- Sampling sediment from the on-site ditch
- Replacement of the temporary groundwater monitoring well TMW-4A
- Sampling of groundwater from the replacement monitoring well

SCS performed the above scope tasks in accordance with SCS' proposal number 9220203, dated February 19, 2004. This report documents the results of this assessment.



SCS ENGINEERS

Figure 1-2. 2002 Aerial Photograph of the Edenfield Property, City of Palmetto, Florida.

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SECTION 4

EVALUATION OF FINDINGS

The findings presented in Sections 2 and 3 indicate that groundwater quality is not of concern at the Property, based on groundwater quality at MW-1. However, arsenic may be of concern in the soils on the Property and stormwater being discharged from the culvert may be contributing contaminants to the sediments in the ditch on the Property. This section discusses these findings to support conclusions and recommendations provided in Section 5.

SOIL ARSENIC FINDINGS

Currently, the FDEP does not regulate soil quality. However, FDEP provides SCTLs that can be used as guidance to decide on actions appropriate to Property use when soils contain contaminants and the soils are not remediated or removed. These SCTLs are listed in Chapter 62-777, F.A.C. The SCTLs for arsenic are divided into direct exposure residential and commercial/industrial limits of 0.8 and 3.7 mg/kg, respectively. Figure 4-1 shows soil arsenic concentrations near surface soils on the Property at depths between 1-2 feet, and Figure 4-2 shows concentrations just above the water table, at depths ranging from 3 to 5 feet. The approximate areas where arsenic concentrations are below or within the SCTLs are shown on Figures 4-1 and 4-2 as Area A, Area B, or Area C as follows:

- Area A: Soils with arsenic concentrations generally above commercial/industrial cleanup target levels (3.7 mg/kg).
- Area B: Soils with arsenic concentrations generally between commercial /industrial and residential cleanup target levels.
- Area C: Soils with arsenic concentrations generally below residential cleanup target levels (0.8 mg/kg).

These areas can be used to guide development and use of the Property as follows:

- Area C - arsenic generally below 0.8 mg/kg: no limitations on Property use.
- Area B - arsenic generally between 0.8 to 3.7 mg/kg: residential use is acceptable with engineering and/or institutional controls to exclude contact with the soils. Commercial/industrial use is acceptable without engineering and/or institutional controls.
- Area A – arsenic generally above 3.7 mg/kg: residential use is not acceptable but commercial/industrial use is acceptable with engineering and/or institutional controls in place to exclude contact with the soils.

Assuming property development and use accesses essentially only the upper two feet of soil. Area C is the approximate area where use of the Property is relatively unrestricted with respect to the presence of arsenic while Areas B and A are restricted. If Area B is used for residential purposes, engineering and/or institutional controls should be installed to exclude contact with the soils. Area A should only be used for commercial/industrial purposes and have engineering and/or institutional controls installed to exclude contact with the soils.

As discussed earlier, the FDEP is in the process of modifying the SCTLs for arsenic such that the residential SCTL will become 2.1 mg/kg and the commercial/industrial SCTL will become 12 mg/kg. This modification would change the areas indicated on Figure 4-1 and 4-2 such that the current Areas C and B would all become available for development and use as residential area without the need for engineering or institutional controls. Further, nearly all of Area A could be used for residential development and use with engineering and/or institutional controls to exclude contact with the soils.

DITCH SEDIMENT FINDINGS

Ditch sediment at the culvert outfall on the Property contains SVOCs that indicate the potential presence of an up gradient source of contamination. Further, the sediment contains arsenic that may also be contributed by water flowing from the culvert. Compounds found in the sediment indicate the potential for two concerns relative to use of the Property.

- Do the sediments in the ditch contain compounds of concern to the Property?
- Does the water discharging from the culvert contain compounds of concern to the Property?

As discussed above, the FDEP has no regulatory standards or guidance for assessing potential health effects of direct contact with contaminated sediments. The FDEP does, however, provide guidance regarding environmental effects of contaminated sediments when such sediments are not remediated or removed. These issues are discussed below.

Potential Human Health Effects

There are no FDEP regulatory standards to control direct human exposure to contaminated sediments. However, SCTLs for soils provide a basis for evaluating the quality of the sediments found in the ditch on the Property. The SCTLs for soils can be applied sediments when exposure to the sediments is likened to exposure to shallow soils. Table 2-3 lists the compounds found in the sediments along with the SCTLs for the compounds. Of the compounds found in the limited analysis, benzo(a)pyrene, benzo(b) fluoranthene, and arsenic exceed the current SCTLs for residential use. Sampling of the water being discharged from the culvert was not part of the scope of the current assessment activities. The sediment sampling results indicate the sediments in the ditch should be treated the same as the soils in Area B.

Potential Environmental Effects Through the Food Chain

Although there are no FDEP regulations that control direct human exposure to contaminated sediments, FDEP promulgated a guidance document regarding contaminated sediments and human exposure through the food chain and potential effects on organisms and wildlife.¹ This document includes numerical guidelines that reflect sediment quality assessment guidelines (SQAGs) of select substances in sediments below which harmful effects are unlikely to be observed. SQAGs for protection of human health, aquatic-dependent wildlife, and sediment-dwelling organisms for the contaminants found in the sediment sample at the Property are listed in Table 4-1. The table indicates that the concentrations of contaminants in the sediment do not exceed the SQAGs.

GROUNDWATER QUALITY FINDINGS

As discussed in Section 3, no groundwater contamination was observed in the sample from MW-1. In addition to these findings, SCS compared the arsenic concentrations in the soils on the Property to the leachability standards of FDEP as published in Chapter 62-777, F.A.C., to assess whether the soil arsenic could detrimentally affect groundwater quality. The soil leachability SCTL for arsenic is 29 mg/kg. If soil arsenic exceeded this value, then additional groundwater sampling would be prudent to assess whether groundwater quality was being detrimentally impacted by the concentration of arsenic in the soils. The concentration of arsenic in soils at the Property is lower than the leachability SCTL. Consequently, further groundwater sampling with respect to arsenic is not warranted.

POTENTIAL SOURCES OF SOIL CONTAMINATION

The source of arsenic in the soils of the Property is unknown. Research on the natural occurrence of arsenic in Florida soils reported by Ming, et al² indicates concentrations vary greatly depending on the presence of natural organic matter, clay, iron and aluminum oxides, and shell material, all of which can contribute to the presence of arsenic. Ming, et al found through sampling of natural soils in 51 Florida counties (not including Manatee County) that the geometric mean concentration of naturally occurring arsenic is 0.37 +/- 4.58 mg/kg, with concentrations ranging from 0.02 to 38.2 mg/kg. These findings indicate that at least some of the arsenic occurring at the Property could be naturally occurring. The tendency of arsenic concentrations to be higher nearer the railroad track suggests that some of the arsenic may be related to maintenance of the tracks or the Property line (e.g., herbicide application).

¹ Florida Department of Environmental Protection. "Development and Evaluation of Numerical Sediment Quality Assessment Guidelines for Florida Inland Waters – Technical Report." Prepared by MacDonald Environmental Services Ltd., and the United States Geological Survey, January 2003.

² Chen, Ming and Lena Q. Ma, Willie G. Harris, and Arther G. Hornesby. "Background Concentrations of Trace Metals in Florida Surface Soils: Taxonomic and Geographic Distributions of Total-total and Total-recoverable Concentrations of Selected Trace Metals." Soil and Water Science Department, University of Florida, Report #99-7, December, 1999.

The source of benzo(a)pyrene, benzo(b) fluoranthene in the sediments at the culvert also is unknown. These compounds do not occur naturally; however, they are common fuel and asphalt components often found in urban environments. The compounds could find their source in stormwater runoff from adjacent pavement or in sediments carried along the culvert from the north. The specific source areas for stormwater runoff or associated sediments are unknown.

SECTION 5

CONCLUSIONS

The following conclusions and recommendations summarize substantive findings from the environmental assessment and provide direction regarding subsequent actions that the City of Palmetto should perform as a result of these findings.

CONCLUSIONS

- Groundwater from MW-1 did not contain SVOCs or metals in excess of FDEP primary or secondary drinking water standards.
- Selected soil locations contained organic constituents measurable by field screening using a OVA instrument. However, laboratory analyses of soils with the highest OVA reading did not indicate the detectable presence of SVOCs.
- No SVOCs were detected from the laboratory analyses of the soil samples. However, arsenic was detected with concentrations exceeding the residential and/or commercial/industrial soil cleanup target levels at several locations.
- Arsenic concentrations in soils were below the FDEP leachability SCTL and, consequently, no further groundwater sampling with respect to arsenic is warranted.
- The source of arsenic in the soils of the Property is unknown.
- The sediment sample from the ditch contains several SVOCs and arsenic in excess of SCLTs. However, no detected contaminant concentrations exceed the SQAGs for inland sediments in Florida.
- The source of SVOCs in the ditch sediments is unknown.
- The Property can be divided into three areas for special consideration with regard to the presence of arsenic in the soils.

RECOMMENDATIONS

- Properly dispose of the formation materials stored in the 55-gallon drum, understood to contain low levels of arsenic (i.e., below the hazardous waste toxicity level).
- Control direct human exposure to soils on the Property as discussed in Section 4.
- Control direct human exposure to the sediments in the ditch on the Property.
- Evaluate the effect of FDEP's revised SCLTs (when promulgated) on soil arsenic findings, if appropriate.

PUBLIC MEETING MINUTES

MOTION: Mr. Czala moved, Mr. Zirkelbach seconded and motion carried unanimously to reimburse the City for the electrical and lighting improvements to Lamb Park in the amount of \$ 19,395.00.

C. FY 2003-2004 Storefront Grant

Discussion ensued regarding the new FY 2003-2004 Commercial Revitalization Façade Grant application.

MOTION: Mr. Zirkelbach moved, Mr. Czala seconded and motion carried unanimously to approve the new Commercial Façade Grant program application with the changes indicated.

D. Authorization to seek values & appraisals for potential parking development sites on Old Main Street

Discussion ensued regarding giving the Executive Director the authorization to seek values and appraisals for potential parking development sites in the Historic District.

MOTION: Mr. Zirkelbach moved, Mr. Czala seconded, and motion carried unanimously to authorize the Executive Director to seek values and appraisals for potential parking development sites on Old Main Street.

E. Authorization to fund 7th Street Signalization Expenses (Warrant Study)

Discussion ensued regarding the funding of the 7th Street Signalization Warrant study.

MOTION: Mr. Zirkelbach moved, Mr. Czala seconded, and motion carried unanimously to approve the funding of the 7th Street Signalization Warrant Study.

F. Authorization to fund file review for Edenfield Property

Discussion ensued regarding the funding of file review for the Edenfield property.

MOTION: Mr. Zirkelbach moved, Mr. Czala seconded, and motion carried unanimously to approve the funding of the file review for the Edenfield Property.

G. CRA Attorney Update

❖ No update at this time

H. CRA Executive Director Update

- ❖ Street Toppers have been installed.
- ❖ The Oktoberfest is this weekend.
- ❖ We should receive the SHIP inter-local the 7 or 14 of October.
- ❖ Horizon Bank will be relocating to the Mercantile building.

E. Edenfield Property

Discussion ensued regarding the current status of the Edenfield property. Executive Director requested additional money for the costs related to this project.

MOTION: Mr. Czala moved, Mr. Langford seconded, and motion carried unanimously to increase the Edenfield property costs not to exceed an additional \$ 2,000.00.

F. SHIP

Discussion ensued regarding the current status of the partnership with the County's SHIP program. The difficulty in finding eligible and interested parties was discussed.

IV. NEW BUSINESS

A. Approval of Attorney Fees

MOTION: Mr. Czala moved, Mr. Langford seconded, and motion carried unanimously to approve the \$ 300.00 attorney fees for the month of January.

B. New Copier

Discussion ensued regarding the current copier contract expiring and changing companies as well as copiers.

MOTION: Mr. Czala moved, Mr. Langford seconded, and motion carried unanimously to approve entering into a new contract for a different copier and arranging for the return of the existing copier.

C. Challenge Day

Presentation was made to the Board by Mike LaBree, Superintendent Dr. Dearing and Palmetto High School Assistant Principal Willie Clark. After providing statistics to document the improved drop out rate and decreased violence, they presented a plan for future funding from the Board of Education (\$6,000) the school (\$3,000) and community (\$6,000).

MOTION: Mr. Czala moved, Mr. Langford seconded, and motion carried unanimously to pledge a \$6,000 donation this year for Challenge Day at Palmetto High School.

D. Commercial Revitalization Facade Improvement Grants

Discussion ensued regarding the following 03-04 Storefront grant applications for cycle # 2.

- 03-SF-06 Woman's Club of Palmetto 910 6th St. W

MOTION: Mr. Czala moved, Mr. Langford seconded, and motion carried unanimously to approve the \$ 3,700.00 storefront grant.

- 03-SF-07 Bluewater 222 Haben Blvd.

C. 7th Street Signalization

Discussion ensued regarding the full signalization of 7th St. W. at US41/301. Construction is scheduled to begin on March 5, 2007. FDOT designed the intersection and is providing equipment, except for the mast arms. MPO grant funding has been awarded in the amount of \$400,000.00. As this project will not only assist in enhancing safety, but will also assist in downtown traffic flow, the CRA is being asked to by City Commission to provide the balance of the project funding.

MOTION: Mr. Langford moved, Mr. Zirkelbach seconded, and the motion carried unanimously to fund up to \$366,448.15 to Westra Construction, to be reduced if additional grant funding comes available.

D. Right-of-Way Survey for 4th St. W. Extension

The Board directed the Executive Director to obtain cost estimates for a survey to identify the existing Right-of-Way associated with 4th St. W. between 8th Ave. W. and US41/301.

E. Parking Garage Discussion

Executive Director advised the Board of the potential for constructing a mixed use parking facility at 924 5th St W,. Staff will continue to investigate and gather information regarding pricing, number of parking spaces and options for commercial space.

F. Great Palmetto Clean-up/Multi Cultural Festival

MOTION: Mr. Zirkelbach moved, Mr. Langford seconded, and the motion carried unanimously to approve expenditures not to exceed \$5,000.00.

G. DeSoto Grand Parade

MOTION: Mr. Zirkelbach moved, Mr. Langford seconded, and the motion carried unanimously to approve expenditures not to exceed \$2,500.00.

H. 4th of July Celebration

Executive Director advised Board that the celebration is planned for Wednesday July 4, 2007 and that the City has already received commitments from several corporate sponsors to offset expenses.

I. Edenfield Property Update

Executive Director advised the board that because of both contamination issues and the noise associated with the railroad, developers have advised that the property is not suitable for commercial or residential development at this time. The property may be appropriate for a boat ramp and/or a potable water facility and should be maintained until such time as 4th St. is extended.

POINT PAPER

ENVIRONMENTAL ASSESSMENT OF EDENFIELD PROPERTY

The CRA, with City Commission approval, has funded the environmental assessment of the Edenfield Property.

As you will recall, on February 9, 2004, the Public Works Director, the CRA Director and a representative of SCS Engineering met with the FDEP regarding the remediation and future development of the Edenfield parcel. With the specific inclusion of this property in the Adopted CRA Redevelopment Plan and the understanding that the CRA is working on a waterfront development plan, the FDEP is content with allowing the City to conduct additional assessment and fence the parcel, until a determination is made for the future use of the property.

The additional assessment, which was agreed upon in 2001, is now complete and indicates the specific remediation required and recommended uses of the parcel.

SCS Engineering representative, Robert Westly, will provide the City Commission with an overview of the findings.

POINT PAPER

Securing Edenfield Property June 16, 2008

Problem: The agreements transferring title of the Edenfield property contains a reverter clause. The property is not ready for redevelopment and the City Commission must direct staff as to how to proceed.

Background: On March 15, 2004 the City adopted resolution 04-19 which transferred ownership of the Edenfield property to the CRA for the purposes of allowing the CRA to fund environmental assessments, avoid a FDEP consent order, and foster appropriate redevelopment of the site.

SCS Engineering conducted a limited site assessment, which was presented to City Commission, and submitted the findings to the FDEP, requesting a ruling on the appropriate uses of the property. No action was taken while awaiting guidance from FDEP.

FDEP responded on March 25, 2008, two years later, advising the City that allowable uses and required mitigation had changed AFTER our having submitted our findings, so no action was required under the new rule. They provided a list of requires actions that would be required under the new rule. From telephone conversations with environmental engineers, these actions would cost in excess of \$300,000.

The City may elect to leave the site undisturbed, allowing nature to continue dissipate the contamination, as activity on the property will require the City to come into compliance with the new, more stringent rules.

If the property will remain undisturbed, there are established “best practices” to mark and secure the site, which include the development of a plan for the same by a certified engineer. The cost estimate for the development of this plan is estimated to be less than \$2,000.

Alternatives:

1-A- Act upon the reverter clause and transfer the ownership of the property back to the City

B- Leave ownership with CRA

2-A- Authorize the Development of the plan to properly identify and secure the site.

B- Do nothing

Recommendation: Leave the property in the ownership of the CRA and properly mark and secure the site.

Budget Impact: Not to exceed \$2,000.

**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. Czaia
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 fail 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.

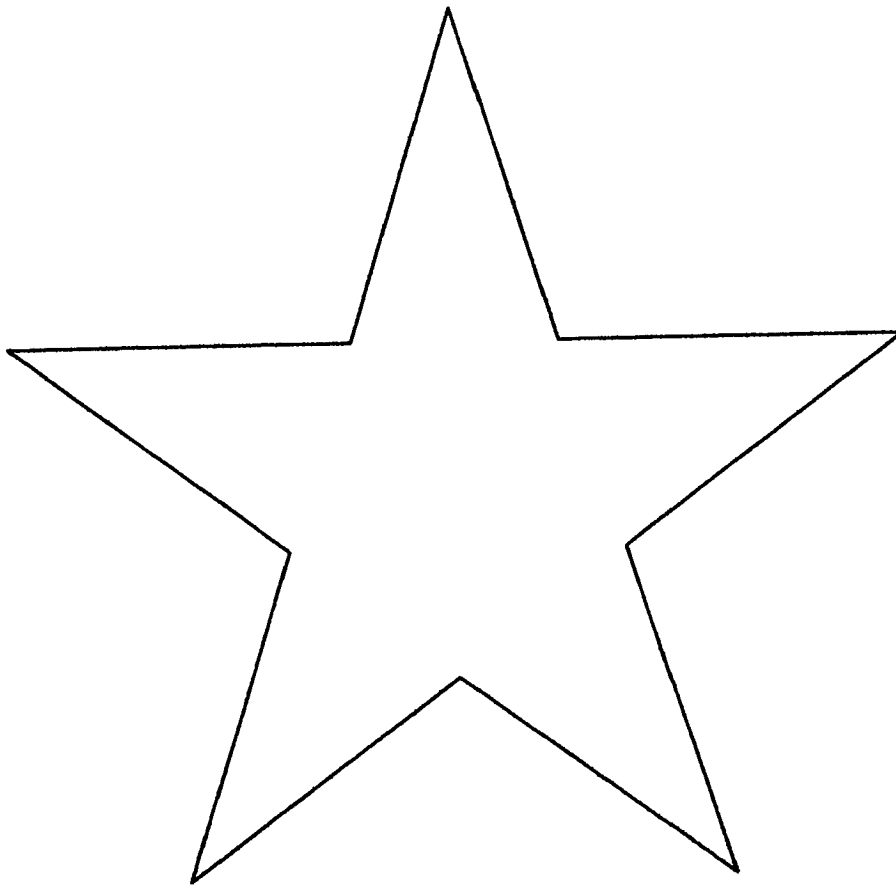
C.J. Czia

- 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:

Herbert S. Levin

HARRISON, HENRICKSON, DOUGLASS

KIRKLAND, P.A.

P.O. Box 400

Palmetto, FL 34208

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

By _____

Lawrence E. Bustle, Mayor

Witness Signature

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 & Insured

ARROW FENCE SYSTEMS INC.

"THE SPECIALTY FENCE LEADER"



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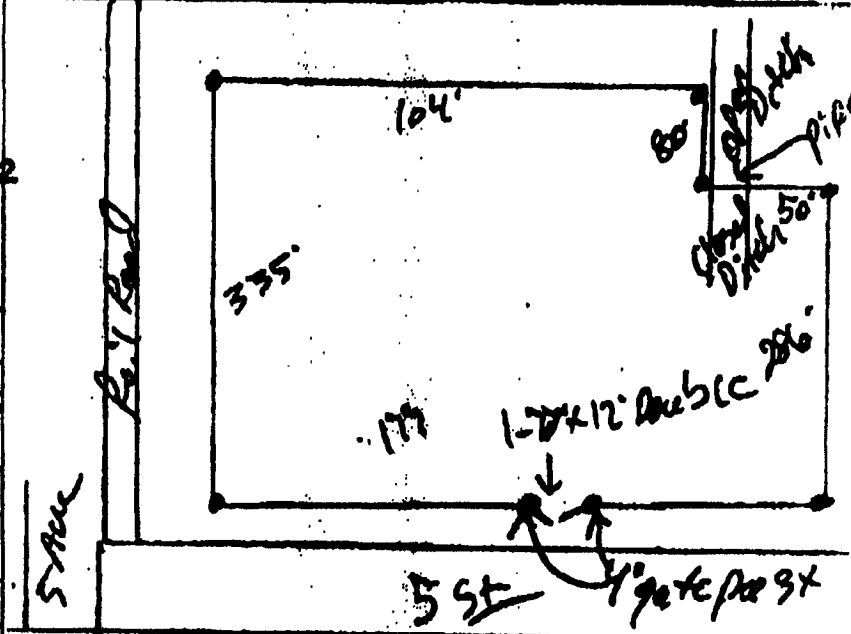
- ☐ Top Rail of Fence to Follow Gr.
☐ Be Level with Lowest Gr.
☐ Be Level with Highest Gr.

NAME City of Palmetto
ADDRESS 650 1st St
CITY Palmetto, FL
JOB NAME & LOCATION Area Se A Seiger
PHONE 737-0286
FAX 737-4539

Total Height 6'
Post Spacing 12'
Style Chain Link 9012
Gates 1 ☐ 11
Hurdles 0
Decorative 0
Top Rail 0 ☐ 1-40" 0 ☐ 1-40" O.D.
Line Post 0 ☐ 1-40" 0 ☐ 1-40" O.D.
End Post 0 ☐ 1-40" 0 ☐ 1-40" O.D.
Corner Post 0 ☐ 1-40" 0 ☐ 1-40" O.D.
Walk Gate Post 0 ☐ 1-40" 0 ☐ 1-40" O.D.
Drive Gate Post 0 ☐ 1-40" 0 ☐ 1-40" O.D.
Gate Frames 0 ☐ 1-40" 0 ☐ 1-40" O.D.

PROPOSAL NO. 3-19-04 DATE 3-19-04
LEAD MAN Mark
CITY Palmetto, FL
1032'-72" Chain Link
9'6" Gate Post
6-2 1/2' 10" terminals
1 1/2" Top Rail
2" line post
1-72" x 12" Double Siding
All post & top rail Sch 40
All post set in concrete
TOTAL - \$841.21
before Job started
Thank you for business
Please call Mark

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



FENCE LINES ARE CUSTOMER'S RESPONSIBILITY
I HEREBY ACKNOWLEDGE THE COMMENCEMENT OF WORK DESCRIBED ABOVE
CUSTOMER DATE
I HEREBY ACKNOWLEDGE THE SUCCESSFUL COMPLETION OF WORK DESCRIBED ABOVE
CUSTOMER DATE

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

Location of property lines and/or underground objects or utilities and obtaining building permits are the responsibility of the owner. Unless specified, quotations do not include grading, brushing or jackhammer work, which is charged by the hour as needed. Arrow Fence Systems, Inc. reserves the right to repossess 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 personal injury, property damage or loss from or by means of the installation of said fence material. Not responsible for loss due to wind, rain, flood or other natural causes. This price becomes a contract when accepted by the 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

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

Date	Activity/Issue	Details
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 th 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><i>Conclusions:</i></p> <ul style="list-style-type: none"> -No buried debris in former railroad yard. -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. -carbon disulfide, fluoranthene, pyrene, chrysene, benzo(b)fluoranthene were detected in ditch sediments. -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. -As, Ba, Cr, Pb were detected in groundwater. As and Pb was detected above drinking water standards in TW-4. <p><i>Recommendations:</i></p> <ul style="list-style-type: none"> -Further assessment to identify extent and degree of soil contamination. -Further sampling of groundwater to assess effects of turbidity on metals results.
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"> -Soil arsenic concentrations exceeded the residential cleanup criterion to a depth of five feet. -Soil arsenic concentrations exceeded the industrial cleanup criterion to a depth of three feet. -Groundwater flow was toward the south. -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.

Table 1, Continued
Page 5 of 8

		<p><i>Recommendations:</i></p> <ul style="list-style-type: none"> -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. -Additional groundwater quality site assessment should consider tidal effects. -Future wells should incorporate adequate screening materials and construction to reduce turbidity.
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"> City to respond to 06/26/01 letter by 07/26/01; 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 & Gillespie (to become part of JEA).
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) fluoranthene; 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"> -New property line. -WCT would assume environmental liability for new property. -Silt basin would be created by WCT. -New berm to channel runoff would be created by WCT. -Regraded ditch by WCT. -Trash and debris removed by WCT. -Drain pipe refurbished by WCT. -New property properly graded.
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 Petrucci	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.

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 the 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
Hes
M 7/3

David B. Struhs
Secretary

June 26, 2001

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

Copy

RECEIVED

JUN 27 2001

PUBLIC WORKS
DEPARTMENT

RE: Property at 505 5th Street West
Palmetto, Manatee County

*The Mayor verbally approved
Patty P. & I discussing this w/ DEP.
- Please get her written O.K. on Form 1 sent.
- " " time w/ P.P. & DEP (A.B.)
M 7/5*

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:

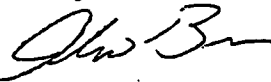
1. Soil samples collected at SB-1 and SB-11 (Figure 2) document arsenic concentrations are above the industrial soil guidance concentration. Additional soil borings are necessary to delineate the vertical and horizontal extent of contaminated soil on this property.
2. Analytical data in Attachment 4 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.

"More Protection, Less Process"

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

TAB 6

**AFFORDABLE HOUSING LINKAGE
FEE STUDY PROPOSAL**

ATTAINABLE HOUSING

On June 16, 2008, CRA and City staff discussed the potential changes necessary to the Attainable Housing Ordinance with the Palmetto City Commission. It had become apparent that, with the current economic climate, it was not feasible to remain in a "mandatory period" requiring the construction of homes valued at the maximum of \$201,600 with restrictions on re-sale value.

Commission directed staff to investigate an Impact Fee for attainable housing in lieu of the Attainable Housing Ordinance.

Staff obtained the attached cost estimate from Burton and Associates to provide justification for the appropriate fees. This is the same company that calculated the City of Palmetto's other impact fees.

QUESTIONS:

- **Is this still the direction of the City Commission?**
- **If so, should we obtain an updated proposal from the company listed and bring a contract back to the CRA Board?**

BURTON & ASSOCIATES

September 18, 2008

Ms. Tanya Lukowiak
CRA Director
City of Palmetto
516 8th Avenue, West
Palmetto, Florida 34221

Re: Affordable Housing Linkage Fee Study Proposal

Dear Ms. Lukowiak:

As requested, Burton & Associates is pleased to present the City of Palmetto with this proposal to conduct an Affordable Housing Linkage Fee Study for the City. This proposal was prepared based upon our understanding of the required scope of services discussed in a telephone call with Mr. Jim Free.

Based upon our understanding of the required scope of services, we have prepared a detailed Work Plan and Cost Estimate Schedule (Schedule) which is enclosed. This schedule shows that successful completion of the Study will require approximately 248 man-hours for an estimated fee of \$35,700 plus estimated out-of-pocket expenses of \$2,856 for a total estimated cost of \$38,556.

I will serve as Project Principal on this project and Bob Gray, President of Strategic Planning Group (SPG), will serve as Project Director. SPG specializes in providing planning related services to local government and has considerable experience in affordable housing. Bob and I have known each other professionally for over 20 years he provides specialized technical assistance to us on projects such as this, where his expertise and experience are particularly relevant to the subject. SPG served in a similar role in an Affordable Housing Linkage Fee Study that we performed for the City of Coconut Creek, Florida.

We can begin work on this assignment immediately upon receipt of a notice to proceed and estimate that the Study can be completed within about 60 days. We appreciate the opportunity to present the City with this proposal and look forward to the possibility of working with you again on this assignment.

Burton & Associates

200 Business Park Circle, Suite 101 • St. Augustine, Florida 32095 • Phone (904) 247-0787 • Fax (904) 241-7708
E-mail: mburton@burtonandassociates.com

Ms. Tanya Lukowiak
September 18, 2008
Page 2

We look forward the opportunity to continue to be of service to the City on this project.
If you have any questions, please do not hesitate to call me at (904) 247-0787.

Very truly yours,



Michael E. Burton
President

MEB/cs
Enclosure

Burton & Associates

200 Business Park Circle, Suite 101 • St. Augustine Florida, Florida 32095 • Phone (904) 247-0787 • Fax (904) 241-7708
E-mail: mburton@burtonandassociates.com

CITY OF PALMETTO

AFFORDABLE HOUSING LINKAGE FEE PROPOSAL

PROJECT WORK PLAN & COST ESTIMATE

Prepared by Burton & Associates.

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED MAN-HOURS									
	Burton & Associates			SPG				Total Project		
	Project Principal	Clerical	Total B&A	Project Director	Senior Associate	Clerical	Total SPG			
	\$205	\$40	\$40	\$195	\$125	\$40				
PHASE 1	<i>Hourly rate--</i>									
<u>TASK 1</u>	<u>AFFORDABLE HOUSING LINKAGE FEE REPORT</u>									
<u>INITIATE THE PROJECT</u>										
a.	Conduct project kick-off meeting to validate project objectives, determine project schedule milestones, project responsibilities and data requirements.									
b.	Prepare project schedule with key milestones and responsibilities.									
<u>TASK 2</u>										
<u>DEVELOP AN AFFORDABLE HOUSING LINKAGE FEE</u>										
a.	Review City's Comprehensive Plan Housing Element, and other applicable affordable housing data and commercial inventory/projection data sources and/or studies									
b.	Develop current housing demand and housing costs by type									
c.	Develop current housing supply by cost and type (ownership and rental)									
d.	Define cost components for housing construction by type (single family, townhome, apartment, etc.)									
e.	Define current commercial construction demand, cost by type and wage levels of permanent employment									
f.	Review work to date with consulting team and adjust as appropriate.									
g.	Review with City staff the makeup of the Affordable Housing Linkage Fee.									
h.	Develop a ten year population and commercial space projection for the City.									
i.	Develop an affordable housing needs generation model that determines projected needs and costs for each type of housing demand based upon population and commercial inventory growth									
j.	Define current impact fee affects on affordable/workforce housing									
k.	Develop an linkage fee calculation model that calculates affordable housing fees based upon the needs determined in Task 2.i.									
l.	Review with City staff the preliminary results.									
m.	Make adjustments as required.									
n.	Prepare a Final Report of the results of the study.									
PHASE 2	<u>LINKAGE FEE IMPLEMENTATION SUPPORT</u>									
-- At Standard Hourly Rates as Required --										
TOTAL ESTIMATED MAN-HOURS	14	2	16	56	174	2	232			248
TOTAL ESTIMATED CONSULTING FEE	\$2,870	\$80	\$2,950	\$10,920	\$21,750	\$80	\$32,750			\$35,700
ESTIMATED EXPENSES			\$236				\$2,620			\$2,856
TOTAL ESTIMATED COST			\$3,186				\$35,370			\$38,556

Source: Burton & Associates

9/18/2008

Burton & Associates

200 Business Park Circle, Suite 101 • St. Augustine, Florida 32095 • Phone (904) 247-0787 • Fax (904) 241-7708
E-mail: mburton@burtonandassociates.com

Ordinance

ORDINANCE NO. 06-892

AN ORDINANCE OF THE CITY OF PALMETTO, FLORIDA, ESTABLISHING A MEANS OF INCREASING LOCAL ATTAINABLE HOUSING FOR MEDIAN-INCOME HOUSEHOLDS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR DEFINITIONS; PROVIDING FOR A VOLUNTARY PERIOD; PROVIDING FOR REQUIREMENTS; PROVIDING FOR DEVELOPER INCENTIVES; PROVIDING FOR PAYMENTS IN LIEU; PROVIDING FOR EXEMPTIONS, REDUCTIONS, AND WAIVERS; PROVIDING FOR ADMINISTRATION; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, pursuant to the referenced provision of the Florida Constitution, the City may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law and to enact ordinances in furtherance thereof; and

WHEREAS, within the above-referenced grant of powers, the City of Palmetto, Florida ("City") has the authority to establish land use and

development regulations for the protection of the public health, safety and welfare; and,

WHEREAS, the City is home to a diverse array of people representing all socio-economic backgrounds and income levels; and

WHEREAS, the City has conducted research and accumulated data pertaining to available housing within the boundaries of the City for residents of various income levels; and

WHEREAS, said research and current data indicates that housing needs for households earning between 80% and 120% of the median income are not being met; and

WHEREAS, said research and data indicates that while approximately 30% of the City's households fall within said income range, approximately 5% of currently available housing stock in the City is affordable to these households; and

WHEREAS, federal and state funds for the construction of housing units do not fully meet the needs of households earning between 80% and 120% of the median income; and

WHEREAS, the City has conducted research and accumulated data pertaining to the type and amount of housing that is desirable and necessary for the City to create a healthy, safe and economically secure environment for its residents now and in the future; and

WHEREAS, the City endeavors to promote a range of housing opportunities for all income levels in such proportion that current and future residents of the City will benefit from the City's growth and development; and

WHEREAS, in order to better meet housing demands and keep pace with projected growth, the City seeks to achieve approximately 15% of the City's stock of homes affordable to households earning between 80% and 120% of the median income ("Attainable Housing Units"); and

WHEREAS, to achieve this result, it is necessary to mitigate the negative impacts of market-rate housing on the supply and cost of housing stock within the City; and

WHEREAS, prolific development of market-rate housing reduces the supply of developable sites that would otherwise be appropriate for Attainable Housing Units; and

WHEREAS, it is necessary, reasonable and in the public's best interest to require that developers of new market-rate housing bear some responsibility for the negative impacts of such development; and

WHEREAS, the City Commission has determined that a mix of regulatory requirements and developer incentives is an equitable and efficient method of increasing the supply of Attainable Housing Units within the City; and

WHEREAS, the City Commission finds that allowing cash payments and equivalent donations in lieu of providing required Attainable Housing Units is a reasonable alternative to the provision of such housing; and

WHEREAS, said payments and donations will be used to subsidize and facilitate achievement of the optimal number of Attainable Housing Units within the City limits; and

WHEREAS, the City's calculation of the payment in lieu amount takes into account the City's costs associated with purchasing real property, constructing Attainable Housing Units and required improvements, and administering the Attainable Housing Units program; and

WHEREAS, development of market-rate housing encourages new residents to move to the City, but a significant portion of the public and private sector employees needed to meet the needs of these new residents do not earn incomes that would enable them to purchase market-rate housing; and

WHEREAS, the City Commission has determined that the requirements of this ordinance do not impose inequitable or disproportionate burdens upon landowners, developers or builders; and

WHEREAS, the City Commission finds that all requirements imposed by this ordinance are related to the need for Attainable Housing Units and that the means set forth herein specifically and reasonably address that need; and

WHEREAS, the City Commission has determined that the exemptions, reductions, and waivers set forth within this ordinance implement such intent; and

WHEREAS, the City Commission has considered draft ordinances pertaining to attainable housing at numerous public workshop meetings; and

WHEREAS, the City Commission held properly noticed public hearings on July 24, 2006;

WHEREAS, the City Commission has taken into consideration the recommendations of City staff and information provided at the public hearings; and

WHEREAS, the City Commission has determined that adoption of this ordinance is in the best interest of the public health, safety, and welfare.

NOW THEREFORE, be it ordained by the City of Palmetto, Florida, in session duly assembled that:

Section 1. Findings of Fact. The above "whereas" clauses are hereby adopted as findings of fact and incorporated herein.

Section 2. New Language. Chapter 17, Article III of the City of Palmetto Code of Ordinances is hereby amended by adding Division 1, Sections 17-47 through 17-97, which sections shall read in their entirety as follows:

Division 1. Attainable Housing

Sec. 17 - 47. Policy and Intent.

(a) *Attainable Housing Problem.* The City faces a serious housing problem that threatens its economic security. Lack of attainable housing has a direct impact upon the health, safety, and welfare of City residents. The City will not be able to maintain a healthy environment without additional housing affordable to households earning between 80% and 120% of the median income. By adoption of this ordinance, the City intends the following:

- (1) To encourage development and availability of housing units within the City that are soundly constructed, aesthetically pleasing, and affordable to a broad range of households with varying income levels;
- (2) To promote the City's goal of achieving a specific number of housing units within the City that are affordable to households earning between 80% and 120% of the median income;
- (3) To achieve a balanced housing market that provides adequate housing for public and private sector employees that will be needed to meet service demand resulting from the development of market-rate housing within the City;
- (4) To expand the array of housing opportunities within the City such that employees may live in the region where they work, thereby reducing, among other things, traffic, related air quality impacts, and demands placed on the City's infrastructure.

(b) *Compliance and presumption of public benefit.* Consistent with the City's intent and policy behind enacting this ordinance, the City hereby determines that those who construct Attainable Housing Units pursuant to this ordinance shall be afforded a presumption that their efforts to construct such housing and the benefits they may receive pursuant to this ordinance are in the best interests of the health, safety, and welfare of the City. The City further declares that it shall fully

cooperate with those who construct Attainable Housing Units pursuant to this ordinance to provide to such developers as many incentives and benefits as possible. Any benefits and incentives denied to developers who construct Attainable Housing Units pursuant to this ordinance shall be accompanied by findings of fact which clearly support the denial.

Sec. 17 - 48. Definitions.

The following terms shall have the following meanings within this ordinance, except where context would otherwise require:

- (a) *"Affordable Housing Unit" or "Affordable Unit"* means a residential unit that must be affordable for purchase by Eligible Households earning less than 80% of the Median Household Income. Sales prices for Affordable Housing Units may be determined by the County Department and shall be approved by the City Commission.
- (b) *"Attainable Housing Unit" or "Workforce Unit"* means a residential unit within the City that an Eligible Household may purchase as their homestead at or below the Maximum Attainable Housing Unit Sales Price, but above the maximum sales price for an Affordable Housing Unit.
- (c) *"Maximum Attainable Housing Unit Sales Price"* means the maximum sales price for a home that an Eligible Household can afford. The Maximum Attainable Housing Unit Sales Price may be determined by the County Department and shall be approved by the City Commission. The price shall include the total cost of the purchase of the home and shall include any additional amenities that may be offered by the seller, such as parking spaces and community facility usage, with the purchase of the home.
- (d) *"Baseline"* means the number of Attainable Housing Units a developer is required to construct pursuant to Section 17-51. During a "Voluntary Period," as defined in Section 17-49, the Baseline

means the number of Attainable Housing Units a developer *would be* required to construct pursuant to Section 17-51, were that provision in effect and applicable at that time.

- (e) "*Certificate of Credit*" is a certificate issued by the Office of the City Planner. Such Certificate indicates that a developer has constructed Attainable Housing Unit(s) during a "Voluntary Period", as defined in Section 17-49, or has constructed Attainable Housing Unit(s) above the Baseline during a "Mandatory Period", as defined therein.
- (f) "*City Planner*" means the City Planner for the City of Palmetto and shall include his or her designee.
- (g) "*Construct*" or "*Construction*", as it pertains to the building of Attainable Housing Units, means to build an Attainable Housing Unit and be issued a Certificate of Occupancy for that Unit, or in instances where the developer may make a "payment in lieu" pursuant to Section 17-54 for an Attainable Housing Unit, means to remit all funds or make all donations to the City in accordance with such section. "Construct" or "Construction" shall only apply to new Attainable Housing Units built after the effective date of this ordinance and to the renovation of Units built before the effective date of this ordinance, where such renovation increases the market value of the Unit by 51% or more.
- (h) "*County Department*" means the Manatee County Housing Authority, so long as its responsible for administering the workforce housing program provisions of Manatee County's Land Development Code, Chapter 13.
- (i) "Credit" means the measurement by which individual Attainable Housing Units are represented in a Certificate of Credit. A Certificate of Credit may represent one (1) Credit, a part of a Credit, or several Credits.

- (j) *"Developer"* means any person, business, or other legal entity that seeks approval from the City to construct residential Units.
- (k) *"Eligible Household"* means a household determined by the County Department to earn not less than 80% nor more than 120% of the Median Household Income, and not exceed a corresponding maximum asset level.
- (l) *"Housing Trust Fund"* means a trust fund maintained by the City Commission to hold any payments made by developers as provided for in this ordinance. The funds shall be used only to subsidize the purchase of a home by an Eligible Household or to facilitate the development of additional Attainable Housing Units.
- (m) *"Median Household Income"* means the median income of a household within the Manatee County Metropolitan Area. The Median Household Income may be determined by the County Department and shall be approved by the City Commission.
- (n) *"Unit"* means a room or group of rooms forming a single independent habitable area used for, or intended to be used for living, sleeping, sanitation, cooking, and eating purposes by one (1) family only; and made available to such family for purchase. Unless the context requires otherwise, a "Unit" does not include Attainable Housing Units, Affordable Units, nursing homes, assisted care living facilities, retirement homes, school dormitories, mobile homes, and apartments.

Section 17 - 49. Applicability of Mandatory Provisions.

Section 17-51 of this ordinance shall apply only during such times when the number of Attainable Housing Units falls below 15% of the total number of residential units constructed or expected to be constructed within the City after the effective date of this ordinance and by the next Determination Date set forth below in subsection (b) ("Total Residential Units"). This shall be referred to as a "Mandatory Period." Those times when

the number of Attainable Housing Units meets or exceeds 15% of the Total Residential Units shall be referred to as a "Voluntary Period".

- (a) The City Planner shall initially determine the number of Total Residential Units by utilizing reliable data to estimate the number of residential units expected to be constructed in the City from the effective date of this ordinance to January 1, 2010.
- (b) Beginning on January 1, 2010, and on January 1 every five years thereafter ("Determination Date"), the City Planner shall update the number of Total Residential Units by utilizing reliable data to estimate the number of residential units constructed as of the effective date of this ordinance and expected to be constructed in the City by a date that is five years from the date of the prior determination.
- (c) In determining whether the required percentage of Attainable Housing Units exists, the City Planner may include, in his or her sole discretion and pursuant to an adopted administrative policy, those Attainable Housing Units which have been sufficiently guaranteed, in writing, to be constructed before the next Determination Date set forth in subsections (a) and (b), above. The City Planner shall be authorized, pursuant to an adopted administrative policy, to withhold declaring a Voluntary Period until all or some portion of the Attainable Housing Units that have been sufficiently guaranteed are constructed.

Section 17 - 50. Voluntary Period.

Developers who voluntarily construct Attainable Housing Units during a Voluntary Period shall be eligible for developer incentives as set forth in Section 17-52, provided that the developer constructs a number of Attainable Housing Units equivalent to or above the Baseline, and shall be eligible for developer Certificates of Credit as set forth in Section 17-53.

Sec. 17 - 51. Attainable Housing Unit Requirements (Mandatory Period).

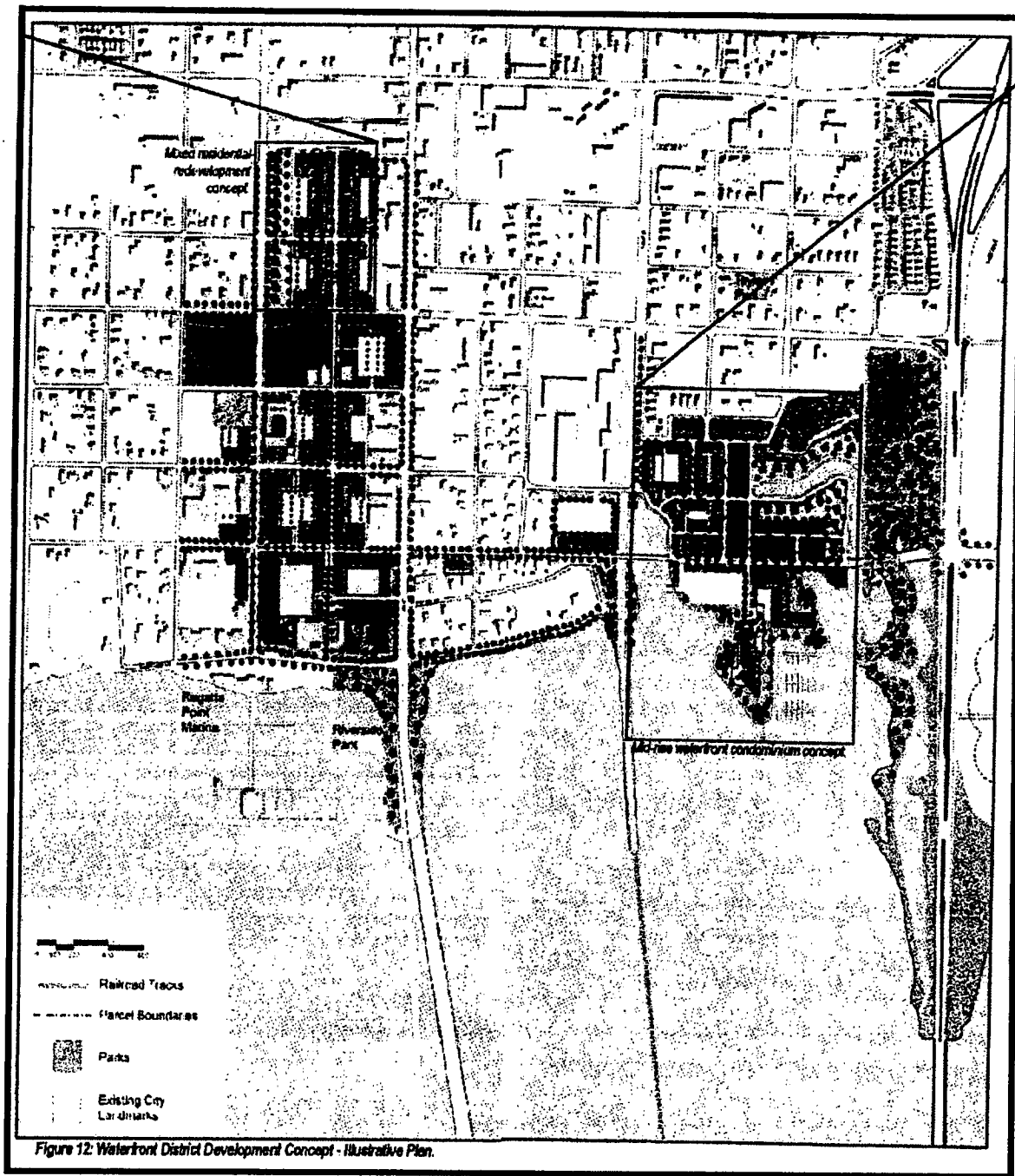
(a) *Applicable developments.* The provisions of this section may apply to developers who intend to and ultimately do construct Attainable Housing Unit(s) and who voluntarily subject themselves to this ordinance by execution of a written agreement with the City, and shall apply to all developers seeking subdivision approval or other approvals requiring site plan review in connection with new construction:

- (1) of ten (10) units or more; or
- (2) of five (5) units or more, but less than ten (10) units, where the total estimated project value is at least \$1,500,000, or eight (8) times the Maximum Attainable Housing Unit Sales Price, whichever is greater; or
- (3) of five (5) units or more, but less than (10) units, where the total project area, excluding designated wetlands and mandatory conservation areas, is ten (10) acres or more.

(b) *Avoidance prohibited.* Developments shall not be segmented or phased in a manner to avoid compliance with these provisions.

(c) *Number of Attainable Housing Units required.* Developers to which this section applies shall provide a minimum of fifteen percent (15%) of the total number of approved units (rounding up where necessary to result in a whole number of units) for the construction of Attainable Housing Units. The minimum number of Attainable Housing Units shall be referred to as the "Baseline".

(d) *Location and quality.* Developers shall provide Attainable Housing Units either on the site of the proposed development or off-site within the City limits. The character and quality of Attainable Housing Units must be consistent with established guidelines kept on file in the Building Department. All guidelines shall further the policy and intent of this ordinance, including, but not limited to, the policy that the location of off-site Attainable Housing Units shall be in areas



From Wallace Roberts & Todd, LLC *Waterfront District Development Plan Draft Report* dated October 2005

To that end, the CRA is interested in the possibility of a buried stormwater vault as an alternative to using ponds for stormwater detention and/or treatment. As such, the CRA has requested assistance from Jones Edmunds in evaluating the feasibility of a stormwater vault to serve the area north of Riverside Park, and in designing such a system.

SCOPE OF SERVICES

Jones Edmunds proposes to conduct this project for the CRA using a standard 3-phased project approach for a stormwater project of this nature. The three phases are:

- Phase 1 – Preliminary Study
- Phase 2 – System Design and Permitting
- Phase 3 – Construction Phase Services

Each of these phases is discussed in detail in the following section.

Phase 1 – Preliminary Study

During the Preliminary Study phase, Jones Edmunds will establish the general sizing criteria for a vault system, as well as explore the general feasibility of constructing a stormwater vault to service the subject area. We envision that the services to be provided during this phase include:

Project Kickoff Planning Meeting: Jones Edmunds will schedule and attend a project kickoff meeting with CRA and Public Works staff, as well as personnel from WRT. The purposes of the meeting will be to review the project goals, establish lines of communication, and to jointly establish the limits of the project area to be utilized in evaluating pre- and post-development stormwater conditions. We will also initiate coordination with WRT so that any stormwater vault is consistent with the overall Waterfront District development plan.

Initial Meeting with SWFWMD: In conjunction with the kickoff meeting, Jones Edmunds will schedule and attend a meeting with City and SWFWMD staff. The purpose of this meeting will be to discuss with District staff the concept of installing a stormwater vault as part of an overall stormwater management plan for the Waterfront District development project. From this discussion we will strive to establish SWFWMD's requirements for the system design, including the level of stormwater treatment that will be required, the design storm events to be used, and other related items.

Data Gathering and Review: Jones Edmunds will gather and review pertinent information related to the project area. This includes review of the City utility drawings of the project area, any existing information regarding subsurface conditions in the area, and any information already assembled by WRT.

Field Reconnaissance: Following review of the existing information, Jones Edmunds will conduct a field reconnaissance of the project area to assess the level and type of existing development in the area, the location, size and condition of the existing stormwater drainage system, and establish current flow patterns.

Project Area Survey: To develop an accurate stormwater model of the existing drainage systems, it is essential to have elevation information for each of the storm sewer structures, including rim and invert elevations, as well as information on the type of inlets (open grates, curb inlets, etc.). To that end, Jones Edmunds will arrange for a detailed site survey to be conducted that will collect the pertinent and critical information for use in developing the project area model.

Geotechnical Investigation: To aide in our evaluation of a stormwater vault design and to satisfy SWFWMD requirements, a geotechnical investigation of the general project area will be completed. This will include performing borings in the potential locations for the vault to establish subsurface conditions and ground water levels. The geotechnical report must include information on the seasonal high groundwater table, percolation rates, and the ability of the soil to support the heavy concrete structure which will be used as a small stormwater vault. Percolation tests are required to establish the potential for infiltrating stormwater into the subsurface environment.

Model Development: Once we receive the survey and geotechnical information, Jones Edmunds will utilize the data to develop a stormwater model of the existing storm drainage system within the project area. In addition to the survey and geotechnical data, we will also utilize information from other available sources such as:

- Record Drawings for projects the City may have on file for the project area,
- tail water elevations for the Manatee River, if available to the City, and
- post development plans for the Waterfront District from WRT.

Once the model has been developed, we will utilize it to establish the stormwater volumes that any potential vault will need to handle. Model simulations of existing conditions under 24-hour duration design storm events with 2-, 5-, 10- and 25-year frequencies will be performed. These model simulations will be run for the piping system in the current state to provide a check on the ability of the model to simulate the existing drainage problems.

Evaluation of Post Development Conditions: The next step in the project will be to utilize the model to evaluate the post development conditions for the project area. For this, we will need to further coordinate with WRT to get a reasonably accurate estimate of what the project area will look like once developed, so that we can determine the critical stormwater volumes for sizing a stormwater vault.

Evaluation of Vault Alternatives: Once the volume of the vault is established, we will evaluate alternatives for how to best fit the vault into the development plan for the project area. Again this will require coordination with WRT. In addition, we will evaluate the feasibility for infiltration of stormwater to be integrated into the vault design. Such an approach can aid in obtaining regulatory permission for new stormwater discharges to the Manatee River.

Update Meeting: Following completion of the above tasks, Jones Edmunds will schedule and attend an update meeting with CRA and Public Works staff to review the results from the modeling and the alternatives evaluation.

Preliminary Engineering Report: Jones Edmunds will develop and submit to the City a preliminary engineering report presenting the results of our system modeling efforts and evaluation of alternatives. This report will include our recommendations for the sizing and general design configuration for a stormwater vault, as well as any additional stormwater treatment components required to service the Waterfront District. Included in this report will be preliminary plans showing the recommended stormwater system for the area, as well as a preliminary opinion of the construction cost for the system.

Review Meeting: Following submittal of the PER, Jones Edmunds will schedule and attend a project review meeting with the City. At this meeting, the PER and its recommendations will be discussed and a path forward for implementing the recommendations established.

Phase 2 – Design / Permitting

Unfortunately, the extent of services required under Phase 2 cannot be accurately delineated until the Phase 1 services are completed. Once Phase 1 is completed, Jones Edmunds will provide the CRA with a detailed scope of work and budget to complete the system design and permitting.

While we cannot fully define the Phase 2 services at this time, we can state that the main focus of Phase 2 is the complete design of the alternative ultimately chosen by the CRA. Design drawings for the new stormwater system, and its related appurtenances will be included. Wetland impacts are not expected on this project, but will be assessed as required now on all SWFWMD Environmental Resources Permits.

During this phase, applicable permits will be filed with the various jurisdictional agencies which govern this area. Those agencies include the SWFWMD, and potentially, Manatee County, the Florida Department of Transportation (FDOT) and Florida Department of Environmental Protection (FDEP).

The construction plans will be submitted to the City Public Works Department in the regular review intervals of 60%, 90% and 100%. Accompanying the plans will be detailed engineering cost estimates of the proposed design.

Also under this phase, Jones Edmunds will prepare construction documents necessary for advertisement, bidding and award of the project. We will assist the City throughout this process and ultimately make a recommendation of award based on the City's best interests.

Phase 3 – Construction Phase Services

Similar to Phase 2, the extent of services required under Phase 3 cannot be accurately delineated until the Phase 1 services are completed. In addition, Phase 3 services to be provided will depend on what level construction phase assistance the CRA/City desire. Once Phase 1 is completed, Jones Edmunds will coordinate with the CRA/City to establish the extent of Phase 3 services to be provided and we will then prepare for and provide to the CRA a detailed scope of work and budget to provide the selected construction phase services.

Construction Administration is vitally important to the success of any construction project. Jones Edmunds has a long-standing commitment to the special demands required of construction phase services. Our staff, led by Mr. David Herndon, possesses the highly specialized construction experience required to conduct an effective program of resident observation and construction administration with focus on efficiency, practicality, and claims avoidance. Jones Edmunds has the experience to anticipate potential construction problems, delays, and contractual conflicts. These capabilities affect our client's final cost through cost reduction and minimization of construction delays. Services we will provide the City of Palmetto include the following:

- Preparation of construction cost estimates
- Bid evaluations
- Provide the Contractor CAD drawings of the project
- Review and resolution of permitting requirements and any conflicts
- Pre-construction conference development and administration (if requested)
- Review of construction schedules
- Review of construction procedures
- Review of payment requests
- Progress meetings
- Construction observation
- Progress reporting
- Shop drawing review
- Construction document interpretation
- Change-order request evaluation
- Coordination of all pressure testing
- Preparation of record documents
- Operational start-up support
- System performance evaluation
- Final walk-through and close-out documents
- Project certification
- Coordination of "as-built" plans from the contractor for submittal to the City
- Provide the City with final "as-built" drawings of the project

BUDGET AND SCHEDULE

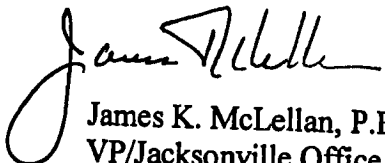
Jones Edmunds proposes to provide the above-defined, Phase 1 services in accordance with our current contract with the City of Palmetto dated April 1, 2003, for the estimated lump sum amount of \$59,620. As part of this proposed budget we have conservatively included allowances of \$15,000 for survey work and \$7,500 for the geotechnical investigation. At this point, these are only estimates, as a firm budget for these tasks cannot be accurately determined until the limits of the project area are established with the CRA and City Public Works staff, along with input from WRT. Once the project area is clearly defined, we will obtain cost proposals from subcontractors for each of these tasks so that the overall project budget can be finalized.

We are prepared to commence work on this project within seven days of receiving notice to proceed. The schedule for completion of the preliminary engineering report will be driven by how quickly we can get the site survey work completed. At this time, we estimate that the Preliminary Engineering Report can be completed within 120 days from our receipt of the site survey information. For your convenience, we have attached a "suggested letter" of authorization that you can use to indicate your acceptance of our proposal and our notice to proceed.

CLOSING

Jones Edmunds thanks you for this opportunity to offer our services to the CRA, and we look forward to working with you, your staff and the Public Works staff to successfully complete this challenging project. In the meantime, should you have any questions regarding this proposal, or wish to discuss any aspect in more detail, please feel free to contact me.

Sincerely,



James K. McLellan, P.E.
VP/Jacksonville Office Manager

JKM:js / K:\09502 Palmetto\Proposals\CRA Storm Vault.doc

Enclosure

xc: Chris Lukowiak, City of Palmetto
Karen Falkenberry, Jones Edmunds

which are deemed by the City Commission to be appropriate and beneficial to the public.

(e) *On-site development plans.* Where required Attainable Housing Units will be constructed on-site, developers shall simultaneously submit plans for both the Attainable and Non-Attainable Housing Units to the City Planner.

(f) *Off-site development plans.* Where some or all of the required Attainable Housing Units will be constructed off-site, developers shall not be required to simultaneously submit plans for Attainable Housing Units, but shall not receive a certificate of occupancy for non-Attainable Housing Units until all off-site required Attainable Housing Units have received a certificate of occupancy or until the City Planner has been provided with a sufficient written guarantee, as determined by the City Commission, that the off-site required Attainable Housing Units will be constructed at a location deemed by the City Commission to be appropriate and beneficial to the public within two (2) years of the execution of such guarantee, unless such time limit is modified by approval of the City Commission.

(g) *Developer Incentives.* Developers who provide the requisite number of Attainable Housing Units under this section shall be entitled to request incentives pursuant to Section 17-52.

(h) *Waivers and Payments-in-Lieu.* Developers for whom the provisions of this section impose demonstrable burdens, as outlined in section 17-56(b), may apply for waivers and request approval to make payments in lieu of constructing all or some of the Attainable Housing Units required herein, as provided for in section 17-54 of this division.

Sec. 17 - 52. Developer Incentives.

(a) *Request for Incentives required.* At the development approval application stage, a developer who intends to construct Attainable Housing Units and desires to receive incentives pursuant to this ordinance must notify the City Planner on a form provided by the City Planner to be entitled "Request for Incentives". The form shall include:

- (1) a list of incentives potentially available to the developer, including, but not limited to, an increase

in density over what is otherwise permitted in the zoning district in which the development is located, waivers and modifications to setbacks, parking, and amenity requirements, and development fee reductions; and

- (2) a description of any other benefits or incentives the developer seeks which would assist in making the construction of Attainable Housing Units more feasible and economically justifiable for the developer; and
- (3) a narrative describing how the design and orientation of the overall development minimizes any negative impacts of applying the proposed incentives and maintains compatibility with the surrounding land uses. The narrative shall address any matter concerning such impact on the surrounding neighborhood and the City as a whole, including but not limited to the following:
 - a. Does applying the proposed incentives conform in all respects to the current Zoning Code?
 - b. Does applying the proposed incentives conform to the current Comprehensive Plan?
 - c. Does applying the proposed incentives conflict with or place an inordinate burden on existing or planned public infrastructure and services such as the provision of water and sewer services, refuse management, emergency services, and similar necessary services?
 - d. Will applying the proposed incentives adversely affect vehicular or pedestrian traffic patterns or congestion?
 - e. Will the proposed change adversely impact population density or development intensity such that the demand for schools,

recreational areas and facilities, and other public facilities are adversely affected?

- f. Will the proposed change otherwise adversely affect the health, safety, and welfare of the neighborhood or the City as a whole?
- g. Is applying the proposed incentives consistent with the development patterns in the area and appropriate for orderly development of the community?
- h. Will the proposed change adversely impact historic resources?
- i. Will the proposed change have an adverse environmental impact on the vicinity?

(b) *Completeness review by City.* Within ten (10) business days of receipt of the Request for Incentives, the City Planner shall review the request for completeness.

- (1) If all required information is included within the request, the City Planner shall consider the Request for Incentives complete and provide the petitioner with written notification of such.
- (2) If additional information is required, the City Planner shall notify the petitioner in writing, by hand-delivery or by certified mail, return-receipt requested, of any additional information that the City Planner must receive before it can deem the application complete. The Request for Incentives shall be considered withdrawn if all required information is not provided within sixty (60) business days of receipt of notification provided for under this section.
- (3) Nothing herein shall prevent the petitioner from amending the Request for Incentives with supplemental information, or prevent the City Planner from requiring supplemental information, at any time after the request is deemed complete

and while the request is being reviewed; however, whether such additional information will be considered is at the discretion of the City Planner.

(c) *Review by City Planner.* Within forty-five (45) business days of the determination that the Request for Incentives is complete, the City Planner shall review the Request and determine in writing which incentives are recommended to be applied to the development. The City Planner shall provide, where possible, conditional recommendations for incentives not otherwise recommended for approval. City staff shall work with developers to award incentives that make the construction of Attainable Housing Units economically viable. Toward that end, the City Planner shall have the authority to waive administrative requirements promulgated by the Mayor or City departments and imposed on developments by the City, so long as such waiver does not conflict with the City's Comprehensive Plan or Charter, or with preemptive state and federal laws. Any waiver made pursuant to this subsection shall be uniformly applied amongst similarly situated developments, as determined at the sole discretion of the City Planner.

(d) *Agreement required.* All awarded incentives shall be memorialized in an agreement between the City and the developer. Where applicable, the incentives also shall be included in the final development order.

(e) *Review by City Commission.* Notwithstanding anything herein to the contrary, the City Commission shall hold a properly noticed public hearing regarding all requests to apply developer incentives. Proper notification shall be consistent with the requirements of Section 13.6(b) of the City Zoning Code pertaining to variances. Subsequent to the public hearing at which the request for development approval is considered, the City Commission shall make specific findings and determinations as set forth herein. The Commission shall deny application of requested incentives only if it finds that applying the incentives is incompatible with surrounding development and infrastructure, that such application would contravene the intent of this ordinance, or that application of the requested incentives is otherwise detrimental to the public health, safety, and welfare. The Commission shall have the authority to approve an application of such incentives with conditions, or

approve an application of such incentives that is less than that requested by the applicant.

(f) *Incentives for on-site construction.* It is the intent of this ordinance to promote mixed developments of both Attainable and non-Attainable Housing Units. Accordingly, the City Commission shall have the authority to award additional incentives where Attainable Housing Units will be constructed on-site.

(g) *Time limit.* All incentives, benefits, and credits awarded pursuant to this section 17-52 and section 17-53 must be applied to a development within three (3) years of construction of the Attainable Housing Units that gave rise to the request for such incentives and benefits and to the issuance of such credits. A developer may receive an extension on such time limit for a maximum of two (2) years, provided that the City Commission finds that an extension is necessary and consistent with the intent and purposes of this ordinance, and provided that the City Commission authorizes such requested extension or an extension of less time than requested.

Sec. 17 - 53. Certificates of Credit.

(a) *Receiving.* Developers who construct Attainable Housing Units above the Baseline during a Mandatory Period shall receive a Certificate of Credit representing the number of Attainable Housing Units constructed above the Baseline. Developers who voluntarily construct Attainable Housing Units during a Voluntary Period shall receive a Certificate of Credit representing the number of all Attainable Housing Units constructed. The City Planner shall issue these Certificates to the developer upon the completion of construction and issuance of a certificate of occupancy for these Attainable Housing Units. Such Certificate must contain: (1) a unique reference number, (2) the name(s) of the developer(s), (3) the name of the subject development, (4) information concerning what the Certificate represents, (5) the number of Credits, (6) whether the Certificate was granted for the construction of Attainable Housing Units during a Mandatory or Voluntary Period, (7) the number of years for which the Certificate is valid, and (8) instructions on how to validly transfer the Certificate. As it pertains to determining the number of Attainable Housing Units constructed and the number of Credits to be issued under this

subsection, the City Planner shall not take into account redeemed Certificates of Credit.

(b) *Redeeming.* The holder of a Certificate of Credit may present such Certificate to the City Planner during the development approval application stage with a request to redeem the Certificate. The holder of the Certificate may request to redeem the Certificate for the total number stated thereon or a number less than the total number stated thereon. A redeemed Certificate is equivalent to the developer having constructed an Attainable Housing Unit or Units within the development for which the developer has applied for approval. The redeemed Certificate shall decrease the total number of Attainable Housing Units the developer must construct in order to reach the Baseline and receive the incentives set forth in this ordinance, by one (1) for each one (1) credit the developer redeems from his Certificate. If the holder of a Certificate does not redeem the total number of Attainable Housing Units represented by a Certificate, the remainder of such number, not then redeemed, shall be issued by new Certificate to the holder of the original Certificate.

(c) *Transferring.* The holder of a Certificate of Credit may transfer the Certificate, provided that the holder surrenders it, properly endorsed, to the City Planner. The City Planner shall then issue a new Certificate to the party to whom the holder of the Certificate instructs the same to be transferred, and the City Planner shall record such transfer on the records of the City. If the holder of a Certificate does not transfer the total number of Attainable Housing Units represented by a Certificate, the remainder of such number, not then transferred, shall be issued by new Certificate to the transferor.

(d) *Voluntary Period.* Certificates of Credit received for the construction of Attainable Housing Units during a Voluntary Period must be redeemed within ten (10) years from the date of issue and are not subject to time limitations otherwise imposed on Certificates of Credit granted for the construction of Attainable Housing Units during a Mandatory Period. A developer who applies for incentives based on the redemption of a Certificate of Credit, received during a Voluntary Period, but who is not granted the incentives applied for, may withdraw the use of the Certificate. In such

circumstances, the City Planner shall return the Certificate to the developer and no longer consider the Certificate redeemed.

Sec. 17 - 54. Payment in Lieu.

A developer may make a payment into the Housing Trust Fund in lieu of constructing a required Attainable Housing Unit provided that the City Commission finds that a waiver of the requirements of this ordinance to build the Attainable Housing Unit is appropriate in accordance with section 17-56(b) herein. These payments shall be by cash or by equivalently valued contributions, as determined solely by the City Commission. A payment shall be made for every required Attainable Housing Unit not provided by the developer. For each unit required, the amount of the payment shall be 20% of the then-current Maximum Attainable Housing Unit Sales Price. The amount paid to the Trust Fund shall be used only to subsidize the purchase of a home by an Eligible Household or to facilitate the development of additional Attainable Housing Units.

Sec. 17 - 55. Vested Rights.

(a) *Vested properties.* Those provisions set out in this ordinance requiring of new development the provision of Attainable Housing Units or in-lieu-of payments shall not apply to the development of any property authorized by and consistent with any of the following development orders approved of prior to the effective date of this ordinance or in application prior to the effective date of the ordinance and subsequently approved without major modification during the application period: preliminary plat approval; site plan approval; conceptual plan approval; general development plan approval; development agreement, approved pursuant to Florida Statutes; or, DRI development order approval.

(b) *Effect of major modification.* In those instances where the property owner of a vested property applies for a new development order, that if approved, would constitute a major modification of the previous development order, that property may lose its vested status as it relates to the provisions of this ordinance. Any modification to a previously approved development order resulting in the addition of ten (10) or more dwelling units than previously allowed in the development order approved prior to July 31, 2006, that were not previously

mitigated, shall be subject to the provisions of this ordinance for the increased number of Units.

(c) *Review of modification.* Determination as to whether a change to a development order would constitute a major modification shall be made by the City Planner, based upon applicable criteria in this code and state law. Any property owner may appeal the City Planner's determination to the City Commission.

(d) *Review considerations.* In rendering its determination as to vested rights status, the City Commission shall consider staff's recommendation and whether the affected property already complies with this ordinance; has reached its residential development capacity; or, substantially complies with this ordinance. If the City Commission determines that the property substantially complies with this ordinance, it shall also specify those Attainable Housing Unit requirements that thereafter apply to its further development, if any.

(e) *Attainable Housing Units.* Developments to which this ordinance does not apply, because the properties therein are vested as provided for herein, but in which Attainable Housing Units nevertheless are constructed, shall receive the same benefits for the construction of Attainable Housing Units as other developments would receive if those developments were constructed during a Voluntary Period. For any development to receive such benefits, the developer must construct the number of Attainable Housing Units as required to request incentives in Section 17-50. This subsection shall only apply to the portion of a development that is not otherwise affected by a major modification pursuant to this section.

Sec. 17 - 56. Exemptions, Reductions, and Waivers.

(a) *Exemptions.* The following developments shall be exempt from the requirements of this ordinance:

- (1) Residential developments of Affordable Units provided as part of a federal, state, local, or non-profit Affordable Housing and/or community development program;

- (2) Nursing homes, assisted care living facilities, and retirement homes;
- (3) School dormitories;
- (4) Mobile homes and manufactured homes; and
- (5) New developments of exclusively Affordable and/or Attainable Housing Units.

(b) *Modification and waiver.* The City Commission shall have the authority to modify or waive the requirements of this ordinance upon providing public notice consistent with Section 17-52(e) herein, holding a public hearing, and making all of the following specific findings of fact:

- (1) Special circumstances, unique to a particular development, justify the grant of the modification or waiver; and
- (2) The development would not be practicable (i.e., economically feasible) without the modification or waiver; and
- (3) A specific and substantial financial hardship would occur if the modification or waiver were not granted; and
- (4) No alternative means of compliance are available which would be more effective in attaining the purpose of this ordinance than the relief requested.

Sec. 17 - 57. Restrictions and Administration.

(a) *Restrictions on homeowners.* All Attainable Housing Units shall remain as such for thirty (30) years through the use of a restrictive covenant that shall be recorded in the public records of Manatee County, Florida, and by other lawful mechanisms deemed acceptable by the City Commission. The City Commission shall approve such additional mechanisms by resolution. The 30-year period shall begin anew for each new owner of the Attainable Housing Unit, provided that no owner owns the Attainable Housing Unit for the full 30 years, and provided that before the end of the active 30-year period, no

more than ninety (90) years would pass from the original sale by the developer of the Attainable Housing Unit to the original purchaser. The developer, or other seller of an Attainable Housing Unit, shall be responsible for ensuring that all covenants and related documents are properly executed and recorded no more than thirty (30) days after the sale of the Attainable Housing Unit, and that a copy of the recorded documents is provided to the City Planner.

(b) *Costs of administration.* A portion of the Housing Trust Fund may be used for the necessary costs of administering this ordinance.

(c) *Confirming determination of eligibility.* The City Planner shall be responsible for verifying the eligibility of persons applying to purchase Attainable Housing Units.

(d) *Annual updates.* The City Planner shall annually provide the City Commission with updated estimates for the Median Household Income and Maximum Attainable Housing Unit Sales Price.

(e) *Delegation to County permitted.* Upon approval by the City Commission, the City Planner shall be permitted to delegate its responsibilities under this section to the County Department, to the extent the County Department agrees to assume such responsibilities.

Sec. 17 - 58. Enforcement.

(a) *Non-limiting enforcement mechanisms.* This ordinance may be enforced as provided for by Florida law, including referral or citation to the City's code enforcement board, issuance of a citation as may be provided for by City ordinance, or the filing of an action in a court of competent jurisdiction to obtain civil remedies, including a restraining order, injunction and damages. Any enumeration of enforcement mechanisms set forth herein is supplemental and not exclusive.

(b) *Stop work order.* In the event that a developer has failed to meet the requirements of this ordinance or the conditions of an agreement pertaining to the construction of Attainable Housing Units, the City Building Official is hereby authorized to issue a stop work order on any and all

development activity which had been approved by the City and for which approval was conditioned on the developer's compliance to this ordinance or such agreement. Such approvals of development activity include, but are not limited to, subdivision approvals, site plan review approvals, and plat approvals, and approvals for the issuance of any and all certificates of occupancy. Such stop work order shall remain until the developer comes into compliance with this ordinance and otherwise fulfills the terms of any related Court order.

(c) *Reimbursement of costs and lien.* The City shall be entitled to reimbursement of its costs, including reasonable attorneys' fees, of enforcing the provisions of this ordinance. By submitting an application for a development approval requesting incentives, developers agree to pay such costs and consent to the City's placement of a lien on the subject property in connection with such costs.

Secs. 17-59 – 17-97 Reserved.

Section 3. **Repeals and Conflicts.** All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. **Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be held invalid by a court of competent jurisdiction, then such invalidity shall not affect the remaining portions hereof.

Section 5. **Effective Date.** This Ordinance shall take effect as provided for by law and by City Charter, Section 14, upon execution by the Mayor or, if disapproval occurs, upon reconsideration by the City Commission and passing of the Ordinance by at least four (4) votes.

FIRST READING	June 19, 2006
PUBLICATION DATE	July 14, 2006
SECOND READING and PUBLIC HEARINGS	July 24, 2006

**PASSED AND DULY ADOPTED, BY THE CITY COMMISSION
OF THE CITY OF PALMETTO, FLORIDA, with a quorum present and
voting, in regular session assembled, this 24th day of July, 2006.**

By: _____

Lawrence E. Bustle, Jr., Mayor

ATTEST:

By: _____

James R. Freeman, City Clerk

Commission Meetings

PALMETTO CITY COMMISSION
NOVEMBER 5, 2007 - 4:00 PM

PLEDGE OF PUBLIC CONDUCT

*We may disagree, but we will be respectful to one another.
We will direct all comments to issues.
We will avoid personal attacks.*

516 8th Avenue, West
Palmetto, Florida

(941) 723-4570
www.palmettofl.org

Larry Bustle, Mayor

Commission Members

**Eric Ball, Vice Mayor, Commissioner-at-Large 1
Tamara Cornwell, Commissioner-at-Large 2
Mary Lancaster, Ward 1
Tambra Varnadore, Commissioner, Ward 2
Brian Williams, Commissioner, Ward 3**

1. AGENDA APPROVAL

Action Request: Motion to approve the November 5, 2007 4:00 pm agenda.

2. MANATEE SCHOOL FOR THE ARTS

Discussion regarding MSA's request for the City to commit a portion of its annual maximum debt allowance for MSA to qualify for a bank-qualified loan of \$4.5 million in calendar year 2007 and \$4 million in calendar 2008.

3. DISCUSSION: ATTAINABLE HOUSING (T. Lukowiak)

(TAB 1)

Staff seeks dialogue with Commission regarding options available to maintain developer's participation in the attainable housing program, as established by Ordinance No. 06-892.

4. DISCUSSION: DEMOLITION 515-519 9TH AVE. (T. Lukowiak)

(TAB 2)

CRA purchased the property October 12, 2007 and now seeks authorization to demolish the two vacant triplex structures.

5. DISCUSSION: SUSPENSE LOG (J. Freeman)

(TAB 3)

6. ADJOURNMENT

If any person desires to appeal any decision of the City Commission or of any other Board of the City, that person will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

The City of Palmetto does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status or handicapped status in employment or in the provision of services. Handicapped individuals may receive special accommodation in services on one working day's notice (F.S. 286.011[6]).

Anyone requiring reasonable accommodation for this meeting as provided for in the Americans with Disabilities Act should contact the City Clerk at 941-723-4570, fax 941-723-4576 or e-mail www.palmettofl.org.

POSTED: OCTOBER 31, 2007

POINT PAPER

DISCUSSION REGARDING ATTAINABLE HOUSING

November 5, 2007

PROBLEM: The housing market has slumped, and there are many homes for sale under the county-wide calculated maximum price for attainable housing (\$201,600). As such, it may be inappropriate for us to require that builders construct and sell homes with deed restrictions that limit the resale of the homes. Homes with such restrictions would almost certainly not sell, while similarly priced homes are available without any limit to the future market price.

BACKGROUND: Last year, the City of Palmetto adopted Ordinance # 06-892 requiring the construction of attainable housing units. This Ordinance also has provisions that restrict the resale price of attainable homes, so as to ensure that the supply wouldn't dwindle as people bought the homes and "flipped" them for a greater-than-normal profit.

The Ordinance allowed for payment in lieu of construction of the homes, so that developers could provide cash into a Housing Trust Fund or other public amenities that further the goals of the ordinance.

The current availability of "attainably priced" housing units would suggest that the City move to a voluntary period for the construction of these homes. Unfortunately, it seems that doing so will cause the City to lose the momentum achieved with the adoption of this Ordinance. When the market changes, we will, again, face a critical shortage of housing.

Staff has contemplated a variety of options:

- Shall we move into the "voluntary period" with regard to attainable housing?
- Do we continue to allow for the utilization of the incentive matrix?
- What should we do about the "Certificates of Credit" that developers can earn?
- Shall we continue to collect payment in lieu of construction, and keep these funds in a Housing Trust Fund until such time that the number of available attainably priced units drops? This Fund could subsidize the purchase of market rate homes to eligible buyers, and the acceptance of the subsidy could "trigger" the restrictions.

City Commission should provide feedback before Staff's beginning to draft proposed amendments to the Ordinance.

Palmetto City Commission
November 5, 2007 4:00 p.m.

Elected Officials Present:

Larry Bustle, Mayor
Eric Ball, Vice Mayor
Tamara Cornwell, Commissioner
Tambra Varnadore, Commissioner
Brian Williams, Commissioner

Elected Officials Absent:

Mary Lancaster, Commissioner

Staff and Others Present:

James R. Freeman, City Clerk
Chris Lukowiak, Public Works Director
Chief Garry Lowe
Tanya Lukowiak, CRA Executive Director
Michele Hall, City Attorney
Diane Ponder, Deputy Clerk-Administration

Mayor Bustle called the meeting to order at 4:08 pm. A moment of silence was observed for our military men and women serving all over the world, followed by the Pledge of Allegiance.

1. AGENDA APPROVAL

Mrs. Lukowiak requested item #3 Discussion: Attainable Housing be deleted until such time staff has met with Manatee County representatives to discuss their findings on the topic.

MOTION: Mr. Ball moved, Ms. Cornwell seconded and motion carried 4-0 to approve the November 5, 2007 4:00 pm agenda, as amended with the deletion of item #3.

2. MANATEE SCHOOL FOR THE ARTS

Mayor Bustle stated he and the department heads had discussed the school's request for the City's assistance is securing a qualified loan. He explained the City's budget has been established for the remainder of 2007 and through September 30, 2008. In addition, the City has identified the amount of financing necessary to complete the approved Capital Improvement Plan through fiscal year 2008.

Mr. Freeman informed Commission he has met with Kerry Ward since his presentation of the loan request to Commission, and stated the school is seeking \$8 million; \$3.8 million in 2007 and \$4.2 million in 2008. Mr. Freeman confirmed the City can participate in both loans and the City's \$10 million borrowing cap will not be compromised.

After discussing the item, Commission directed to proceed with the City's participation in MSA's request. The topic will be brought to Commission for formal action in December.

3. DISCUSSION: DEMOLITION 515-519 9th AVE.

Mrs. Lukowiak informed Commission CRA is now in possession of the property containing three triplex structures. The proposed demolition of the buildings will be considered by CRA at its November meeting, but Commission must approve the action prior to the Board's consideration. It was consensus of Commission to approve the demolition as proposed by Mrs. Lukowiak.

POINT PAPER

DISCUSSION REGARDING ATTAINABLE HOUSING

June 16, 2008

PROBLEM: The housing market has slumped, and there are many homes for sale under the county-wide calculated maximum price for attainable housing (\$201,600). As such, it may be inappropriate for us to require that builders construct and sell homes with deed restrictions that limit the resale of the homes. Homes with such restrictions would almost certainly not sell, while similarly priced homes are available without any limit to the future market price.

BACKGROUND: Last year, the City of Palmetto adopted Ordinance # 06-892 requiring the construction of attainable housing units. This Ordinance also has provisions that restrict the resale price of attainable homes, so as to ensure that the supply wouldn't dwindle as people bought the homes and "flipped" them for a greater-than-normal profit.

The Ordinance allowed for payment in lieu of construction of the homes, so that developers could provide cash into a Housing Trust Fund or other public amenities that further the goals of the ordinance.

The current availability of "attainably priced" housing units would suggest that the City move to a voluntary period for the construction of these homes. Unfortunately, it seems that doing so will cause the City to lose the momentum achieved with the adoption of this Ordinance. When the market changes, we will, again, face a critical shortage of housing.

Staff has contemplated a variety of options:

- Shall we move into the "voluntary period" with regard to attainable housing?
- Do we continue to allow for the utilization of the incentive matrix?
- What should we do about the longevity of the "Certificates of Credit" that developers can earn?

City Commission should provide feedback before Staff's beginning to draft proposed amendments to the Ordinance.

code 34221 revealed there are 184 homes listed under \$200,000; specific to city limits there is currently 74 homes available vs. 6 when the attainable housing ordinance was developed. Given this information, staff is questioning whether the City should now move to the voluntary basis provided for in the attainable housing ordinance, which will still allow the use of the matrix if a developer wishes to utilize the benefits. Commission discussed the options available to trigger a review of the ordinance; housing price level and residential unit availability.

The following portions of the ordinance were identified as needing review:

- The type of trigger that can be used to mandate a review of the mandatory and voluntary period provision, i.e. a set percentage vs. a statement regarding the adjustable level based on market value.
- The mandatory 45 business day response to a review of incentives. (Staff confirmed the time frame was adequate.)
- Clarification of the language regarding Certificates of Credit to state that when a certificate owner sells a portion of earned credits, a new Certificate of Credit is issued to all involved parties and the original Certificate of Credit becomes null and void. (Only Pelican Bay has applied for a certificate, which has not yet been issued.)
- The redemption period of ten years for Certificates of Credit received during a voluntary period.
- The Mayor and Commission are to be notified of any review of modification to a development order, as well as an issued stop work order.
- The 90-year term of the restrictive covenant on an Attainable Housing Unit. Staff was asked to research the term.

Mrs. Lukowiak stated she did not run the number of homes available as a percentage of what is available in the market. Mrs. Lancaster opined that with the number of foreclosure homes that are available, if the market went up, the number of available attainable housing units would decrease. Mrs. Lukowiak agreed, again stating it is staff's opinion the period should be voluntary rather than mandatory, because of the inability to sell the unit.

Mrs. Lukowiak requested that Commission give staff direction on the following questions:

1. Should the period be declared voluntary?
2. Should use of the incentive matrix be allowed?
3. What should be done about the term (30, 60 90 years) of the deed restrictions on the property?

Mr. Williams and Ms. Varnadore did not support going into a voluntary period. Mr. Williams questioned where money could be put into Palmetto; low interest loans for refurbishment of low income areas. Discussion ensued on the cash in lieu provision, and whether or not now is the time to remain in a voluntary period with the City choosing to receive the cash payment in lieu of constructed units. This option would require the developers' payment for chosen incentives and allow the City to determine the best use of the funds for the betterment of the entire city.

Mrs. Lukowiak confirmed that direction to staff was to review the following options:

Mandatory period

Commission decides whether incentive payment is cash in lieu or construction

Availability of a housing trust fund for affordable and attainable housing

A new breakdown of percentages, including low-income properties

City's recourse if low interest loans are made available and a default on the loan occurs