

City of Lake Alfred
120 E. Pomelo Street
Lake Alfred, FL 33850



Phone: (863) 291-5270
Fax: (863) 291-5317
www.mylakealfred.com

AGENDA
CITY COMMISSION MEETING
MONDAY, FEBRUARY 2, 2015
7:30 P.M.
CITY HALL

CALL TO ORDER: MAYOR NANCY Z. DALEY

INVOCATION: PASTOR MIKE JONES

PLEDGE OF ALLEGIANCE: MAYOR NANCY Z. DALEY

ROLL CALL: INTERIM CITY CLERK VALERIE FERRELL

CITY MANAGER & CITY ATTORNEY ANNOUNCEMENTS

RECOGNITION OF CITIZENS: ITEMS NOT ON AGENDA

CONSENT AGENDA: APPROVE CITY COMMISSION MEETING MINUTES 1/20/15.

AGENDA

- 1.) PUBLIC HEARING: ORDINANCE 1349-15: TECO FRANCHISE AGREEMENT
- 2.) PUBLIC HEARING: ORDINANCE 1350-15: MOTOR VEHICLE NOISE
- 3.) LAND EXCHANGE AGREEMENT
- 4.) PHASE II ENVIRONMENTAL ASSESSMENT: BUCHANAN BUILDING

RECOGNITION OF CITIZENS (PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.)

COMMISSIONER QUESTIONS AND COMMENTS:

COMMISSIONER DEARMIN
COMMISSIONER DUNCAN
COMMISSIONER MAULTSBY
VICE MAYOR LAKE
MAYOR DALEY

ADJOURN

**LAKE ALFRED CITY COMMISSION MEETING
FEBRUARY 2, 2015**

CONSENT AGENDA

1.) CITY COMMISSION MEETING 1/20/15

ATTACHMENTS:

- January 20, 2015

ANALYSIS: Please review the minutes at your earliest convenience and if there are any questions, comments or concerns please contact the Interim City Clerk, Valerie Ferrell at (863) 291-5747.

**MINUTES
CITY COMMISSION MEETING
TUESDAY, JANUARY 20, 2015
7:30 P.M.
CITY HALL**

Call to Order: Mayor Nancy Z. Daley

Invocation and Pledge of Allegiance

Roll Call: Those in attendance were Mayor Nancy Daley, Vice Mayor Charles Lake, Commissioner John Duncan, Commissioner Albertus Maultsby, Commissioner Jack Dearmin, City Manager Ryan Leavengood, Assistant City Attorney Seth Claytor, and Interim City Clerk Valerie Ferrell.

Staff attendance: Police Chief Art Bodenheimer, Finance Director Amber Deaton, Public Works Director John Deaton and Parks and Recreation Superintendent Richard Weed.

CITY MANAGER ANNOUNCEMENTS

The Chamber of Commerce will hold its Annual Banquet and Silent Auction on Thursday, January 22nd at 6pm in the First Presbyterian Church Fellowship Hall.

The Florida League of Cities is offering an education course on Ethics in Winter Haven on Saturday, February 7th. This will allow elected officials to receive 4 hours of ethics training, as now required by state law.

The City of Lake Wales will be hosting the next Ridge League of Cities dinner meeting on Thursday, February 12th 6pm at the Lake Wales Country Club.

The City will conduct its Municipal Election on April 7th for the purpose of electing two commissioners (Duncan/Maultsby), each for a term of four years and to consider three charter referendum items. Qualifying for candidates will begin Monday, February 16th at 8:30am and close on Friday, February 20th at 12pm.

The City Clerk selection process is ongoing, and announced a selection will be made by the end of week.

There will be a Nature Appreciation Tour at Mackay Gardens and Lakeside Preserve on Sunday, February 8th 2pm

The City crews are working to make a few repairs and upgrades to Little League Fields at Lions Park.

The Veterans Memorial expansion is progressing. This Purple Heart Monument project was a partnership with the Home Depot Foundation, Judy Schelfo, and the Lake Alfred Lions Club. The Korean War Monument project is possible by coordination with Winter Haven Veterans of Foreign Wars. Both projects are almost complete and the City will schedule a dedication ceremony in February.

CITY ATTORNEY ANNOUNCEMENTS

There were no legal announcements.

RECOGNITION OF CITIZENS

There were no public comments.

CONSENT AGENDA: APPROVE CITY COMMISSION MEETING MINUTES 1/5/15.

Vice Mayor Lake moved to approve the City Commission Meeting minutes for the January 5, 2015 regular meeting; seconded by **Commissioner Dearmin** and the motion was approved by unanimous voice call vote.

There were no public comments.

MAYOR DALEY	AYE
VICE MAYOR LAKE	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE
COMMISSIONER MAULTSBY	AYE

EMPLOYEE SERVICE RECOGNITION: AMBER DEATON – 10 YEARS

Mayor Daley and **City Manager Leavengood** congratulated Amber Deaton for 10 years of service with the City of Lake Alfred.

AGENDA

1.) PUBLIC HEARING: ORDINANCE 1347-15: ANIMALS (ULDC)

Mayor Daley read the title of Ordinance 1347-15.

City Manager Leavengood stated as a part of a comprehensive review of city codes and policies, city staff has identified an opportunity to clean-up and improve Section 2.02.07 of the City's Unified Land Development Code (ULDC) related to zoning limitations on domestic and wild animals. The City Commission recently passed a similar ordinance amending the City's Code of Ordinances, removing city regulations in favor of utilizing Florida Fish & Wildlife (FWC) and the County's Animal Control Ordinance to regulate nuisance animals and nuisance wildlife within the City.

The proposed ordinance removes language from the land development code that regulates the breeding or maintenance of wildlife within the City. Florida Fish & Wildlife is the agency that regulates these activities within the state and requires permits with requirements that are detailed within the Florida Administrative Code. Additionally, the ordinance removes language from the land development code that regulates the number of dogs a residence may have. The intent of this provision is already regulated under the County Animal Control Ordinance related to nuisance animals that we previously have adopted by reference within the City Code.

Draft

Mayor Daley opened the public hearing.

There were no public comments.

Mayor Daley closed the public hearing.

Commissioner Maultsby moved to approve the Ordinance 1347-15 on second and final reading; seconded by **Commissioner Dearmin** and the motion was approved by unanimous voice call vote.

There were no public comments.

MAYOR DALEY	AYE
VICE MAYOR LAKE	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE
COMMISSIONER MAULTSBY	AYE

2.) PUBLIC HEARING: ORDINANCE 1348-15: SIGNAGE

Mayor Daley read the title of Ordinance 1348-15.

City Manager Leavengood stated as a part of a comprehensive review of city codes and policies, city staff has identified an opportunity to clean-up and improve Sections 4.03.00 and 4.05.02 in the Unified Land Development Code (ULDC) relating to signs.

The current regulations on permanent business signage within the City do not regulate the contents of signage or whether it is onsite or offsite. In order to protect first amendment rights, City “content neutral” regulations focus instead on the number and size of signs each business may have.

As a holdover from earlier versions of signage regulations that were likely overlooked in previous revisions, sections 4.03.00 and 4.05.02 related to special event and sandwich signs still contain language restricting signage based on content (onsite/offsite). The proposed ordinance removes the onsite requirements of these signs thereby making them content neutral and consistent with regulations on permanent business signage.

Mayor Daley opened the public hearing.

There were no public comments.

Mayor Daley closed the public hearing.

Commissioner Dearmin moved to approve the Ordinance 1348-15 on second and final reading; seconded by **Vice Mayor Lake**.

Vice Mayor Lake asked for clarification on size limitation for sandwich signs.

City Manager Leavengood stated sandwich signs are limited to one (1) 2' x 4' per business and special event signage must be permitted by the Community Development Department.

After brief discussion, the motion was approved by unanimous voice call vote.

There were no public comments.

MAYOR DALEY	AYE
VICE MAYOR LAKE	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE
COMMISSIONER MAULTSBY	AYE

3.) ORDINANCE 1349-15: TECO FRANCHISE AGREEMENT

Mayor Daley read the title of Ordinance 1349-15.

City Manager Leavengood stated in 1986 the City of Lake Alfred entered into a thirty (30) year agreement with Tampa Electric Company (TECO) providing them with an electric franchise within the City. In consideration for the granting of this franchise and as compensation for specific property rights relinquished by the City, TECO pays a franchise fee to the City equal to “an amount which added to the amount of all taxes” is equal to six percent (6%) of TECO’s electric revenue generated from commercial and residential properties within the City.

While certain customer classes (namely industrial) were excluded from the initial franchise fee, state law required that the fee be applied to all customers. In application, this meant that the revenue that would have been generated by applying the 6% fee to the commercial and residential customers included in the agreement was hedged out across all customers to produce the same dollar amount. This resulted in an effective franchise fee lower than the 6% included in the ordinance. Additionally, TECO “backed out” an amount from the franchise fee equal to the taxes they paid to the City further reducing the franchise fee below 6% (actual fee was ~4%).

In 2006, the franchise agreement was amended to include Industrial customers and was extended an additional 10 years to expire in 2026. This increased the customer base the fee applied to and raised the effective rate to its current 4.78%, but still below the 6% approved in the original agreement. This was due to the tax “back out” provision and a few customer classes that were still omitted (namely institutional and governmental).

Following the evolution of franchise agreements over the decades and the language contained within, only 2 of the 13 or so localities that have Franchise agreements with TECO have an effective franchise fee lower than 6%; Temple Terrace and Lake Alfred. The City of Auburndale recently exercised a provision in their franchise agreement that allowed them to correct this issue and to collect the full 6%. While the City of Lake Alfred’s agreement does not contain such a provision, city staff has reached out to TECO representatives and advocated the City’s position.

In consideration for a five (5) year extension of the agreement to 2031, TECO has agreed to clean up the language within the agreement to remove the tax “back out” provision and to apply the franchise fee to all customer classes. This will increase the City’s effective franchise fee paid

by TECO to six percent (6%), consistent with the intent of the original agreement and all other TECO customers within Polk County.

Mayor Daley clarified that the extension proposed this evening will extend the agreement to 2031. She also stated that the customers ultimately will be paying the 6% franchise fee, so all customers will see this increase in their monthly electric bill.

After brief discussion, **Vice Mayor Lake** moved to approve the Ordinance 1349-15 on first reading; seconded by **Commissioner Dearmin** and the motion was approved by unanimous voice call vote.

There were no public comments.

MAYOR DALEY	AYE
VICE MAYOR LAKE	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE
COMMISSIONER MAULTSBY	AYE

4.) ORDINANCE 1350-15: MOTOR VEHICLE NOISE

Mayor Daley read the title of Ordinance 1350-15.

City Manager Leavengood stated in December 2016 the Polk County Board of County Commissioners passed an ordinance to prohibit unreasonably excessive noise generated by motor vehicles. Any sound generated by a radio or electronic device from a vehicle that is plainly audible at a distance of 50ft would be considered unreasonably excessive and a violation. The ordinance allows for citations to be issued by law enforcement officers for violations in the amount of \$100, \$250, and \$500 for the first, second, and third offenses, respectively. The ordinance passed by the county applies to unincorporated Polk County and in municipalities, unless a municipality already regulates motor vehicle noise or opts out of the County's provisions.

The proposed ordinance adopts the county's motor vehicle noise ordinance by reference into the City's code. Law enforcement and management staff from various municipalities in Polk County worked together over the past year with the County and the Sheriff's Office legal staff in the preparation of the county regulations in order to provide a uniform and countywide method of enforcement that could be widely supported.

Commissioner Maultsby inquired if there is an instrument or device used to measure the noise at any distance.

City Manager Leavengood stated the intent of the proposed ordinance is to use a police officer's common sense judgment in determining the plainly audible noise derived from motor vehicles. The Polk County ordinance was modeled after language included in the City of Tampa's recent noise ordinance, and has extensive legal review from attorneys representing the County, Cities as well as the Polk County Sheriff's Department.

Vice Mayor Lake inquired if the Code Enforcement officer could enforce the provisions of this ordinance.

Assistant City Attorney Claytor stated that Code Enforcement does not have the authority to make traffic stops. The offenses are limited to motor vehicle noise occurring within state or local rights-of-way, and only sworn law enforcement officers are statutorily authorized to enforce the regulations.

After brief discussion, **Vice Mayor Lake** moved to approve the Ordinance 1350-15 on first reading; seconded by **Commissioner Dearmin** and the motion was approved by unanimous voice call vote.

There were no public comments.

MAYOR DALEY	AYE
VICE MAYOR LAKE	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE
COMMISSIONER MAULTSBY	AYE

5.) BID PROPOSAL: DOWNTOWN WAYFINDING SIGNAGE

City Manager Leavengood stated in October 2014 the City Commission approved the City's Downtown Wayfinding Signage Program. The program has been submitted to the Florida Department of Transportation for permitting and the City expects to have a permit issued within the next six to eight weeks. In December 2014 the City put out a request for proposals for bids to construct and install the Downtown Wayfinding Signage. The City received the following bids:

Company	Prices per sign With Installation			Prices per sign Without Installation		
	Gateway	Directional	Directional (Non-FDOT)	Gateway	Directional	Directional (Non-FDOT)
Weisser Enterprises d/b/a Creative Impressions	\$7,531.68	\$6,493.32	\$1,746.24	\$5,950.68	\$5,575.32	\$1,134.24
Acolite & Claude United Sign Company	\$15,510.10	\$11,415.69	\$9,720.93	\$9,018.10	\$6,607.69	\$4,684.26
Creative Mailbox Designs d/b/a Creative Sign Designs	\$8,598.00	\$6,008.00	\$4,972.00	\$7,615.00	\$5,025.00	\$3,989.00
Gulf State Signs* (Winter Haven, FL)	\$7,173.00	\$5,470.33	\$1,695.90	\$6,191.00	\$4,254.50	\$1,475.00

He stated the bid from Gulf State Signs is the lowest on the price per sign with or without installation. He further indicated the total number of signs are as follows: 3 Gateway, 8 Directional, and 9 Side Street signs for a total bid of \$80,534. Funding in the amount of \$40,000 was initially budgeted for this project with the option of implementing it in phases due to budget constraints or advancing additional funding to complete the project. Staff recommendation is to complete the full project and award the bid to Gulf State Signs for Downtown Wayfinding Signage with an estimated project cost of \$80,534.

Commissioner Maultsby inquired if installation is included in the proposal. Also if the savings would be significant to have City crews install the signs.

City Manager Leavengood stated he is recommending the contractor install the signs, as they will be responsible for fabrication and installation according to the permit issued by the Florida Department of Transportation.

Mayor Daley inquired about the number of signs and the opportunity to phase in future signs. She also asked how many destinations can be listed on each sign and if the City will be able to accommodate any signage for the businesses on North Lake Shore Way, such as the Lake Alfred Animal Hospital and Lavender N' Lace Tea Room.

City Manager Leavengood stated that the Florida Department of Transportation has already reduced the total number of signage significantly based on proximity to the destinations and other traffic control devices. The final approved sign locations will be distributed to the Commission once a permit is issued. Staff is requesting the total number of signs that were bid upon be approved, although the final number of signs installed may be reduced by the time the final permit is approved. Only four destinations are permitted on wayfinding signs. There is a side street sign that can be accommodated for the North Lake Shore Way.

Commissioner Duncan inquired the number of businesses listed on side street signage, and the cost passed on to businesses to be included on the side street signage.

City Manager Leavengood stated the City will absorb the initial cost of the installation and fabrication with businesses that are currently open. As new businesses open, they will have an opportunity to be added to the side street signs for a small fee, equivalent to the City's cost to add the business name. He concluded that the City has full discretion over the side street signage and the number of businesses to be displayed on each.

Vice Mayor Lake inquired about the current sign located at the corner of Seminole and Pomelo Street directing traffic to the police department. He asked if it will be replaced with this signage plan.

City Manager Leavengood stated the sign will be replaced with the side street sign proposal.

Commissioner Dearmin moved to complete the Wayfinding sign project as presented and award the bid to Gulf State Signs for Downtown Wayfinding Signage with an estimated project cost of \$80,534; seconded by **Commissioner Maultsby** and the motion was approved by unanimous voice call vote.

Commissioner Dearmin stated his support of selecting a local sign company to complete this project.

There were no public comments.

MAYOR DALEY	AYE
VICE MAYOR LAKE	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE
COMMISSIONER MAULTSBY	AYE

RECOGNITION OF CITIZENS

Jean Brittain, 370 S Echo Dr, stated she appreciates the parks in her neighborhood, Echo Terrace and expressed her gratitude to City crews working to maintain them. She asked if the light can be repaired at the Lake Echo fishing pier, as well as clearing the grass and debris blocking the storm drain into Lake Echo. She stated a pothole needs attention next to the Echo Terrace playground. Also, there is a need for pedestrian caution light crossing Shinn Boulevard, near the Dollar General store at Thelma Street.

Public Works Director Deaton stated the City crews will be able to clear the storm drain when the lake level recedes. Also, the light pole will be replaced entirely within a week.

City Manager Leavengood shared his concerns for pedestrian crossings on Shinn Boulevard, and stated the process is long and arduous with the Florida Department of Transportation.

Vice Mayor Lake also stated he is working to have the pedestrian crossings with a traffic light installed at Cummings Street.

COMMISSIONER QUESTIONS AND COMMENTS

Commissioner Dearmin commended the design of the Veterans Memorial expansion projects. He congratulated Amber Deaton on her tenure with the City. He also expressed his support of the Wayfinding Signage project.

Commissioner Duncan shared the success of the Bluegrass Bash, as well as other events held in Winter Haven and Auburndale on the same day. He stated Little League will hold its Jamboree on February 21st and asked the Mayor if she would be available to throw the first pitch at the opening ceremony.

Commissioner Maultsby stated he has been a resident of Lake Alfred for 84 years and is excited to celebrate the Centennial. He mentioned recent residential housing growth and commercial development continuing to make Lake Alfred prosper.

Vice Mayor Lake stated he welcomes new residents to Lake Alfred by asking them to visit the Veterans Memorial. Also, he was honored to attend the Bluegrass Bash and unveil the Centennial logo to the audience. He was recently invited to ride on the Polk County Transit bus, to experience the transportation disadvantaged services offered. Polk Training Center held a fundraising event at The Outback Oasis in Winter Haven, which is owned by the Schulz family who are from Lake Alfred. He also stated a teacher, Carlos Selina, sent an email requesting opportunities for students to volunteer or become involved in the City.

Mayor Daley mentioned the Mackay Gardens and Lakeside Preserve Fact-Finding Committee held a meeting with Myrtice Young of the Polk County History Center. She stated the

partnership is planning a video on the Lake Alfred Centennial in coordination with Polk County Government Television. Also, the Mackay Nature Tour is being promoted with flyers at the History Center as well as the Polk County Library Cooperative and its partner libraries. She congratulated Amber Deaton for her tenure at Lake Alfred.

With there being no further business to discuss, Mayor Daley adjourned the meeting at 8:52 p.m.

Respectfully Submitted,

Valerie Ferrell
Interim City Clerk

**LAKE ALFRED CITY COMMISSION MEETING
FEBRUARY 2, 2015**

1.) PUBLIC HEARING: ORDINANCE 1349-15: TECO FRANCHISE AGREEMENT

ISSUE: The City of Lake Alfred will consider an ordinance amending the franchise agreement with Tampa Electric Company on second and final reading.

ATTACHMENTS:

- Ordinance 1349-15

ANALYSIS: In 1986 the City of Lake Alfred entered into a thirty (30) year agreement with Tampa Electric Company (TECO) providing them with an electric franchise within the City. In consideration for the granting of this franchise and as compensation for specific property rights relinquished by the City, TECO pays a franchise fee to the City equal to “an amount which added to the amount of all taxes” is equal to six percent (6%) of TECO’s electric revenue generated from commercial and residential properties within the City.

While certain customer classes (namely industrial) were excluded from the initial franchise fee, state law required that the fee be applied to all customers. In application, this meant that the revenue that would have been generated by applying the 6% fee to the commercial and residential customers included in the agreement was hedged out across all customers to produce the same dollar amount. This resulted in an effective franchise fee lower than the 6% included in the ordinance. Additionally, TECO “backed out” an amount from the franchise fee equal to the taxes they paid to the City further reducing the franchise fee below 6% (actual fee was ~4%).

In 2006, the franchise agreement was amended to include Industrial customers and was extended an additional 10 years to expire in 2026. This increased the customer base the fee applied to and raised the effective rate to its current 4.78%, but still below the 6% approved in the original agreement. This was due to the tax “back out” provision and a few customer classes that were still omitted (namely institutional and governmental).

Following the evolution of franchise agreements over the decades and the language contained within, only 2 of the 13 or so localities that have Franchise agreements with TECO have an effective franchise fee lower than 6%; Temple Terrace and Lake Alfred. The City of Auburndale recently exercised a provision in their franchise agreement that allowed them to correct this issue and to collect the full 6%. While the City of Lake Alfred’s agreement does not contain such a provision, city staff has reached out to our TECO representatives and advocated our position.

In consideration for a five (5) year extension of the agreement to 2031, TECO has agreed to allow us to clean up the language within our agreement to remove the tax “back out” provision and to apply the franchise fee to all customer classes. This will increase our effective franchise fee paid by TECO to six percent (6%), consistent with the intent of the original agreement and all other TECO customers within Polk County.

STAFF RECOMMENDATION: Approval of Ordinance 1349-15 on second and final reading.

ORDINANCE NO. 1349-15

AN ORDINANCE OF THE CITY OF LAKE ALFRED, FLORIDA, AMENDING ORDINANCE NO. 637 ENACTED ON MAY 13, 1986 AND ORDINANCE NO. 1174-06 ENACTED ON DECEMBER 4, 2006, RELATING TO THE GRANTING TO TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE IN THE CITY OF LAKE ALFRED, FLORIDA, SPECIFICALLY EXTENDING THE TERM AND EXPANDING THE CLASS OF CUSTOMERS FROM WHOM THE SALE OF ELECTRICITY WOULD REQUIRE THE PAYMENT OF A FRANCHISE FEE AND OTHER MISCELLANEOUS MODIFICATIONS AND IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO; PROVIDING FOR SEVERABILITY, CONFLICTS, THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Alfred entered into a Franchise Agreement with Tampa Electric Company ("TECO"), under terms and conditions as established in Ordinance No. 637 enacted on March 13, 1986; and

WHEREAS. The City of Lake Alfred amended said Franchise Agreement with TECO as established in Ordinance 1174-06 enacted on December 4, 2006; and

WHEREAS, the City Manager has indicated that TECO is agreeable to certain additional amendments to the Franchise Agreement regarding the sale of electricity within the City limits of the City of Lake Alfred; and

WHEREAS, it is in the best interests of the citizens and residents of the City of Lake Alfred for the TECO Franchise Agreement to be amended as set forth herein.

NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE ALFRED, FLORIDA, AS FOLLOWS:

That the provisions of Ordinance No. 637 enacted on May 13, 1986, and Ordinance 1174-06 enacted on December 4, 2006, are hereby amended to read as follows (language stricken is shown in ~~strike through~~ format; language added is shown as underlined format):

SECTION 1: Section 1 is hereby amended to read as follows: That there is hereby granted to Tampa Electric Company (herein called the "Grantee "), its successors and assigns, the

non-exclusive right, privilege, and franchise to construct, maintain and operate in, under, upon, over, and across the present and future streets, alleys, bridges, easements and other public places of the City of Lake Alfred, Florida (herein called the "Grantor), and Its successors, in accordance with established practice "with respect to electrical construction and maintenance, for the period of thirty (30) years from the date of acceptance hereof, electric light and power facilities (including conduits, poles, wires, and transmission lines, and, for its own use, telephone and telegraph lines) for the purpose of supplying electricity to Grantor, and its successors, the inhabitants thereof, for public and private use, and for persons and corporations beyond the limits thereof. The thirty (30) year period that had been extended for an additional ten years pursuant to Ordinance No. 1174-06, to terminate on May 13, 2026, is hereby extended for an additional five (5) years to terminate May 13, 2031 ~~ten (10) years to terminate May 13, 2026~~ subject to the terms and conditions of Ordinances 637 and 1174-06, and the additional ~~the~~ provisions of this ordinance.

SECTION 2: Section 5 is hereby amended to read as follows: In consideration for the granting of this franchise and as compensation for the specific property rights relinquished to the Grantee by the Grantor, the Grantee, its successors and assigns, shall pay to Grantor and its successors, an amount ~~which added to the amount of all taxes (without regard to discount for early payment or interest penalty for late payment), licenses and other impositions levied or imposed by Grantor upon Grantee's property, business or operations (except charges for city service and utilities, permit fees and assessments for special improvements directly benefiting Grantee's property), and those Grantee 's subsidiaries in the manufacture and distribution of electric energy, for preceding tax year, will equal to~~ six (6%) percent of Grantee's annual gross revenue (excluding bad debt and customer credits) from the sale of electric energy to residential, commercial and industrial customers within the corporate limits of the City of Lake Alfred as now or hereafter constituted. It is the intent of the Grantor and the Grantee that revenues derived from all classifications and categories of customers of the Grantee within the corporate limits of the City of Lake Alfred shall become the base for calculating the franchise fee payment subject to the payment of the franchise fees due hereunder. Payments shall be computed monthly and shall be made within thirty (30) days after each monthly period from the effective date of this franchise.

SECTION 3: If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4: That all ordinances and parts of ordinances in conflict herewith are hereby repealed. Provided however that all other terms of Ordinances No. 637 enacted on May 13, 1986, and 1174-06 enacted on December 4, 2006, not amended and/or addressed herein shall remain unchanged and in full force and effect.

SECTION 5: It is the intention of the City Commission that regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his/her designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 6: This ordinance shall become effective immediately upon final adoption.

INTRODUCED AND PASSED on first reading at the regular meeting of the Lake Alfred City Commission held on the 20th day of January, 2015.

READ, PASSED AND FINALLY ADOPTED on second reading at the meeting of the Lake Alfred City Commission duly assembled on the 2nd day of February, 2015.

**CITY OF LAKE ALFRED, FLORIDA
CITY COMMISSION**

ATTEST:

Nancy Z. Daley, Mayor

Valerie F. Ferrell, Interim City Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., City Attorney

**LAKE ALFRED CITY COMMISSION MEETING
FEBRUARY 2, 2015**

2.) PUBLIC HEARING: ORDINANCE 1350-15: MOTOR VEHICLE NOISE

ISSUE: The City Commission will consider an ordinance adopting Polk County's motor vehicle noise ordinance by reference on second and final reading.

ATTACHMENTS:

- Ordinance 1350-15
- Polk County Motor Vehicle Noise Ordinance

ANALYSIS: In December of 2016 the Polk County Board of County Commissioners (BoCC) passed an ordinance to prohibit unreasonably excessive noise generated by motor vehicles. Any sound generated by a radio or electronic device from a vehicle that is plainly audible at a distance of 50ft would be considered unreasonably excessive and a violation. The ordinance allows for citations to be issued by law enforcement officers for violations in the amount of \$100, \$250, and \$500 for the first, second, and third offenses, respectively. The ordinance passed by the county applies to unincorporated Polk County and in municipalities, unless a municipality already regulates motor vehicle noise or opts out of the County's provisions.

The proposed ordinance adopts the county's motor vehicle noise ordinance by reference into the City's code. Law enforcement and management staff from various municipalities in Polk County worked together over the past year with the County and the Sheriff's Office legal staff in the preparation of the county regulations in order to provide a uniform and countywide method of enforcement that could be widely supported.

STAFF RECOMMENDATION: Approval of Ordinance 1350-15 on second and final reading.

ORDINANCE 1350-15

AN ORDINANCE OF THE CITY OF LAKE ALFRED, FLORIDA, AMENDING CHAPTER 32, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF LAKE ALFRED, FLORIDA, TO INCORPORATE THE PROVISIONS OF POLK COUNTY BOARD OF COUNTY COMMISSIONERS ORDINANCE NO. 14-073 ADOPTED DECEMBER 16, 2014, BY THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING PROHIBITING UNREASONABLY EXCESSIVE NOISE IN MOTOR VEHICLES IN THE CITY OF LAKE ALFRED, FLORIDA; PROVIDING INTENT AND PROVIDING FOR REPEALER; THE CORRECTION OF SCRIVENERS ERRORS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Code of Ordinances of the City of Lake Alfred, Florida, was adopted in 1959 and prescribed regulations regarding noise control; and

WHEREAS, as originally adopted by the City Commission of the City of Lake Alfred, Florida, the regulations regarding noise control within the municipal boundaries of the City of Lake Alfred, Florida, were codified in Sections 32-31 through 32-60, Chapter 32, Article II, Code of Ordinances but did not specifically address prohibiting unreasonably excessive noise in motor vehicles within the municipal boundaries of the City of Lake Alfred, Florida; and

WHEREAS, the Polk County Board of County Commissioners adopted Ordinance No. 14-073 on December 16, 2014, prohibiting unreasonably excessive noise in motor vehicles in Polk County, Florida; and

WHEREAS, the provisions of Polk County Board of County Commissioners' Ordinance No. 14-073 shall apply to unincorporated Polk County, Florida, and the municipalities within Polk County, Florida, unless a municipality adopts or has adopted an Ordinance on the subject matter contained herein; or unless a municipality sends a written letter to the Board opting out of the Polk County Board of County Commissioners' Ordinance No. 14-073; and

WHEREAS, it is the intent of the City Commission of the City of Lake Alfred, Florida, for the provisions of the Polk County Board of County Commissioners' Ordinance No. 14-073 to be applicable within the municipal boundaries of the City of Lake Alfred, Florida; and

WHEREAS, amending Chapter 32, Article II of the Code of Ordinances of the City of Lake Alfred, Florida, to incorporate the regulations prescribed by the Polk County Board of County Commissioners Ordinance No. 14-073 adopted on December 16, 2014, regarding prohibiting unreasonably excessive noise in motor vehicles will advance the health, safety and welfare of the residents and citizens of the City of Lake Alfred, Florida.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Lake Alfred, Florida, that this Ordinance is hereby passed for the protection and welfare of the residents and citizens of the City of Lake Alfred, and that:

Section 1. Chapter 32, Article II, Section 32-41 of the Code of Ordinances of the City of Lake Alfred, Florida, is hereby added to read as follows:

The provisions of the Polk County Board of County Commissioners Ordinance No. 14-073 adopted on December 16, 2014, and attached hereto and incorporated by reference as Exhibit "A", are hereby incorporated into the Code of Ordinances of the City of Lake Alfred, Florida, it being the intent of the City Commission of the City of Lake Alfred, Florida, for all provisions of Polk County Board of County Commissioners' Ordinance No. 14-073 to be applicable and in full force and effect within the municipal boundaries of the City of Lake Alfred, Florida.

Section 2. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the City's Code of Ordinances, unless such repeal is explicitly set forth herein.

Section 3. If the instance arises that the provisions or requirements of this Ordinance conflict with the requirements or provisions of any other City of Lake Alfred adopted Ordinance, then the requirements adopted in this Ordinance shall apply over any other provision in conflict therewith.

Section 4. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Lake Alfred, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake Alfred; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the City of Lake Alfred is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his or her designee, without need of public hearing, by filing corrected or re-codified copy of same with the City Clerk.

Section 6. The effective date of this Ordinance shall be immediately upon adoption at Second Reading.

INTRODUCED AND PASSED on first reading at a regular meeting of the City Commission of Lake Alfred, Florida held this 20th day of January, 2015.

PASSED AND ENACTED ON SECOND READING, with a quorum present and voting, at the regular City Commission meeting of Lake Alfred, Florida, this 2nd day of February, 2015.

**CITY OF LAKE ALFRED
CITY COMMISSION**

ATTEST:

By: _____
Nancy Z. Daley, Mayor

By: _____
Valerie Ferrell, Interim City Clerk

APPROVED AS TO FORM:

By: _____
Frederick J. Murphy Jr., City Attorney

POLK COUNTY ORDINANCE NO. 14- 073

AN ORDINANCE OF THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS PROHIBITING UNREASONABLY EXCESSIVE NOISE IN MOTOR VEHICLES IN POLK COUNTY, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROHIBITED ACTS; PROVIDING FOR CONFLICT WITH OTHER LAWS; PROVIDING FOR PENALTIES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR AN ASSESSMENT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE AND AN EFFECTIVE DATE.

WHEREAS, Article II, Section 7 of the Florida Constitution states “(a) It shall be the policy of the state to conserve and protect its natural resources and scenic beauty. Adequate provision shall be made by law for the abatement of air and water pollution and of excessive and unnecessary noise and for the conservation and protection of natural resources;” and

WHEREAS, unreasonably loud, raucous, jarring, unseemly, disturbing, and excessive noise has been a serious problem in Polk County and problems will increase in conjunction with the growth, development, and urbanization of Polk County and changes in culture and technology; and

WHEREAS, it is the purpose of this Ordinance to prevent, prohibit, and provide for the abatement of unreasonably excessive noise in order to reasonably protect and promote the health, safety, general welfare, and the reasonable peace and quiet of the residents of Polk County; and

WHEREAS, such unreasonably excessive noise problems may not be amenable to practical measurement by decibel measuring apparatus; and

WHEREAS, unreasonably excessive noise from motor vehicle radios or other motor vehicle sound making devices is a public safety hazard which can inhibit a driver's ability to hear, as well as create a hazard and annoyance to other citizens; and

WHEREAS, such unreasonably excessive noise, as defined in this Ordinance, represents a serious threat to the public health, safety or welfare, and is irreparable or irreversible in nature; and

WHEREAS, the citizens of Polk County, Florida have the right to an environment free from such unreasonably excessive noise.

NOW, THEREFORE, BE IT ORDAINED BY THE POLK COUNTY, BOARD OF COUNTY COMMISSIONERS:

Section 1. Incorporation of Recitals.

The recitals above are fully incorporated herein.

Section 2. Purpose and Intent:

This Ordinance is not intended to limit or regulate the content of speech.

Section 3. Definitions:

For the purposes of this Ordinance the following definitions apply:

- A) "Plainly audible" means any sound produced by a radio or other mechanical or electrical sound making device or instrument from within a motor vehicle, including sound produced by a portable sound making device, that can be clearly heard outside the motor vehicle by a person using his or her normal hearing faculties at a distance of fifty (50) feet or more from a motor vehicle.
- B) "Unreasonably excessive" is when the sound is plainly audible at a distance of fifty (50) feet or more from a motor vehicle.

- C) "Law enforcement officer" means any sworn law enforcement officer.

Section 4. Prohibited Acts:

- A) It is unlawful for any person who operates or occupies a motor vehicle in Polk County, Florida to operate or amplify the sound produced by a radio or other mechanical or electrical sound making device or instrument from within the motor vehicle so that the sound is unreasonably excessive.
- B) To determine whether sound is "plainly audible," measurements shall be taken in accordance with the following:
1. The primary means of detection shall be by means of the law enforcement officer's ordinary auditory senses, so long as the law enforcement officer's hearing is not enhanced by any device, such as a microphone or hearing aid.
 2. The law enforcement officer must have a direct line of sight and hearing to the motor vehicle producing the sound so that the law enforcement officer can readily identify the offending motor vehicle and the distance involved.
 3. The law enforcement officer need not determine the particular words or phrases being produced or the name of any song or artist producing the sound. The detection of a rhythmic bass reverberating type sound is sufficient to constitute a plainly audible sound.

Section 5. Conflicts with Other Laws:

If the instance arises that the provisions or requirements of this Ordinance conflict with the requirements or provisions of any other adopted County Ordinance, then the requirements adopted in this Ordinance shall apply over any other provision in conflict therewith.

Section 6. Penalties:

In accordance with Section 125.69 Florida Statutes, any person, entity, group, representative, or corporation violating any provision of this Ordinance shall be subject to the following penalties.

- A) First offense: A fine of \$100.00.
- B) Second offence: A fine of \$250.00.
- C) Third or subsequent charge: A fine of \$500.00.

Section 7. Enforcement:

This Ordinance may be enforced by the Sheriff of Polk County and his Deputies in Polk County, Florida; and may be enforced by municipal law enforcement officers within their specific municipal jurisdictional boundaries for the municipalities that this Ordinance is effective within, as specified in Section 9 below. Fines assessed under this Ordinance shall be distributed in accordance with all applicable County Ordinances and Florida Statutes. Thereafter, remaining funds from the fines shall be distributed in the following manner: If a municipality issues a violation of this Ordinance and a fine is assessed, then 80 percent of the remaining funds shall be distributed to the municipality by the Clerk, and the Clerk shall issue the remaining 20 percent of the funds to the County. If the Polk County Sheriff's Office issues a violation of this Ordinance and a fine is assessed, then 100 percent of the remaining funds shall be distributed to the County by the Clerk.

Section 8. Assessment:

One (1) year after the effective date of this Ordinance, the Sheriff of Polk County shall provide a written report to the Polk County Board of County Commissioners assessing the

effectiveness of this Ordinance, together with any recommended changes that would enhance and further protect the public health, safety, and welfare of the citizens of Polk County, Florida.

Section 9. Applicability:

This Ordinance shall apply to unincorporated Polk County, Florida, and the municipalities within Polk County, Florida (hereinafter "municipality"), unless a municipality adopts or has adopted an ordinance on the subject matter contained herein; or unless a municipality sends a written letter to the Board opting out of this Ordinance.

Section 10 Severability:

If any section, subsection, sentence, clause, phrase or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this Ordinance invalid or unconstitutional.

Section 11. Filing of Ordinance and Effective Date:

A certified copy of this Ordinance shall be filed with the Florida Department of State. This Ordinance shall take effect upon filing with that office.

STATE OF FLORIDA

COUNTY OF POLK

I, STACY M. BUTTERFIELD, Clerk and Auditor of the Polk County, Board of County Commissioners ("Board") hereby certify that the foregoing is a true and correct copy of Ordinance No. 14- 073 which was adopted by the Board on the 110 day of December, 2014.

WITNESS my hand and official seal of said Board this 16th day of December
2014.

STACY M. BUTTERFIELD,

Clerk and Auditor of the Board

By: Alison Prewatt
Deputy Clerk



STATE OF FLORIDA)
)
COUNTY OF POLK)

I Stacy M. Butterfield, County Clerk and Comptroller for Polk County, Florida, hereby certify that the foregoing is a true and correct copy of Ordinance No.14-073 adopted by the Board on December 16th, 2014.

WITNESS my hand and official seal on this 16th day of December, 2014.

STACY M. BUTTERFIELD, CLERK

By: Alison Prevatt
Alison Prevatt
Deputy Clerk





FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

December 16, 2014

Ms. Alison Prevatt
Deputy Clerk
Finance and Accounting
Post Office Box 988
Bartow, Florida 33831-0988

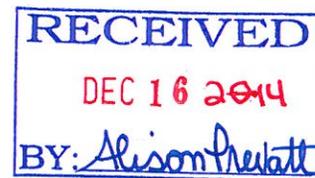
Dear Ms. Prevatt:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Polk County Ordinance No. 14-073, which was filed in this office on December 16, 2014.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb



**LAKE ALFRED CITY COMMISSION MEETING
FEBRUARY 2, 2015**

3.) LAND EXCHANGE AGREEMENT

ISSUE: The City Commission will consider a land exchange agreement with Eagle Ridge, Inc for commercial property in downtown Lake Alfred in exchange for city owned grove property.

ATTACHMENTS:

- Property Swap Agreement
- Email to UF Real Estate Division
- September 10, 2014: Discussion Item & Minutes
- October 6, 2014: Building Tour Minutes
- Pictures/Surveys: City Grove Acreage, Buchanan Building, Seminole Warehouse

ANALYSIS: In 2014 the City began correspondence with the University of Florida's real estate division regarding a potential property swap for City owned grove property for two properties that were a part of Jim Hughes's Estate in Lake Alfred (The Seminole Avenue warehouse across from the library & the Buchanan Building at 100 West Cummings).

- In August of 2014, the city manager sent an email to the University of Florida's real estate division detailing staff's perspective on what considerations would be involved in the agreement.
- In August of 2014, city staff met with the Director of the Citrus Research Center (IFAS) and her staff to tour approximately sixty (60) acres of city owned grove property that staff had tentatively proposed as consideration for the exchange.
- In September of 2014, the City had a discussion item regarding the proposed property swap and the City Commission instructed staff to proceed with negotiations.
- In October of 2014, the City Commission toured the Buchanan building and Seminole Avenue property.

Following instructions to proceed with negotiations, staff has performed surveys on all three properties, and an asbestos survey and Phase I environmental assessment on the Buchanan building. The asbestos survey came back clear and the Phase I recommended a Phase II assessment for onsite testing, which staff is proposing to complete during the sixty (60) day inspection period included in this agreement.

The proposed agreement will swap the approximately 60 acres of city owned grove property located at the end of Experiment Station Road for the Buchanan Building property and the Seminole Avenue warehouse. The agreement is consistent with the information presented by staff throughout the process and the direction given by the City Commission.

STAFF RECOMMENDATION: Approval of the land swap agreement with Eagle Ridge, Inc.

AGREEMENT FOR LAND EXCHANGE

THIS AGREEMENT, made and entered into on _____, 2015, between **EAGLE - RIDGE, INCORPORATED**, Florida corporation (Eagle Ridge), and the **CITY OF LAKE ALFRED**, a Florida municipal corporation (City).

BACKGROUND/RECITALS

WHEREAS, the parties have agreed to enter into an agreement for a concurrent land exchange under Section 1031 of the Internal Revenue Code and/or other applicable similar law, rule and regulation, whereby Eagle Ridge will convey to the City certain property and in exchange the City will convey to Eagle Ridge certain other property; and

WHEREAS, the City Commission of the City has found and determined by a unanimous vote that it is in the public interest to waive the provisions of Article VII of Chapter 2 of the City of Lake Alfred Code of Ordinances regarding the purchase, sale or lease of public lands; and

WHEREAS, the City and Eagle Ridge have found and determined that the exchange of the lands as contemplated herein is in the best interests of the residents and citizens of Lake Alfred and the residents of the State of Florida; and

WHEREAS, the City and Eagle Ridge have found and determined and acknowledge and agree that the monetary value of the lands that are contemplated to be exchanged in this Agreement are of about approximately equal value and that each party is receiving the benefit and furtherance of goals and policies of their respective organizations as a result of the land exchange contemplated herein; and

Therefore, the parties hereby covenant and agree as follows:

1, Eagle Ridge shall transfer and convey to the City the real property located in Polk County, Florida, and described on Exhibit A attached hereto and incorporated by reference (the Eagle Ridge Property). The Eagle Ridge Property shall be transferred to the City free and clear of any and all liens and encumbrances, except for any title matters approved by the City as set forth below. Any real estate taxes that may be due for the Eagle Ridge Property shall be paid by Eagle Ridge and escrowed at closing and remitted to the Polk County Tax Collector by Closing Agent.

2. Concurrently with the transfer of the Eagle Ridge Property to the City, the City shall transfer and convey to Eagle Ridge the real property located in Polk County, Florida, and described on Exhibit B hereto and incorporated by reference (the City Property). The City Property shall be transferred to Eagle Ridge free and clear of any and all liens and encumbrances, , any title matters approved by Eagle Ridge as set forth below, and a reserved easement for ingress and egress to and from other property owned by the City, as described on Exhibit C attached hereto and incorporated by reference. Any real estate taxes that may be due as a result of the transfer and conveyance of the City Property to Eagle Ridge shall be the obligation of Eagle Ridge.

3. A. Eagle Ridge shall have sixty (60) business days (Eagle Ridge Inspection Period) after the effective date of this Agreement in which to perform, at Eagle Ridge's cost, any and all due diligence Eagle Ridge determines to be necessary. Such due diligence may include, but not be limited to, obtaining a title insurance binder, survey, and environmental audit. Should Eagle Ridge determine for any reason that the Property is not suitable for Eagle Ridge's intended use, then Eagle Ridge may terminate this Agreement by written notice to the City no later than thirty days after expiration of the Eagle Ridge Inspection Period.

B. Eagle Ridge shall share the results of its due diligence and/or inspections of the lands with City at such time as they become available and upon request by City. Eagle Ridge shall be solely liable for all costs and expenses, or damage or injury to any person or property resulting from any such due diligence it may conduct on the lands currently owned by City, whether caused by the acts of Eagle Ridge or any of its employees, agents, contractors, consultants or representatives, and Eagle Ridge shall indemnify, defend and hold harmless City its elected and appointed officials, employees, and agents from any liability, claims and expenses (including, without limitation, construction liens and/or reasonable attorneys' fees and costs) resulting therefrom. In the event any notice to owner or claim of lien is filed arising out of Eagle Ridge's contractors, subcontractors, professionals, laborers, or suppliers, Eagle Ridge shall promptly obtain a release of lien from the claimant or lienor, or, alternatively, where appropriate, Eagle Ridge may transfer such a lien to a cash bond pursuant to the requirements of Chapter 713, Florida Statutes. Eagle Ridge shall restore the lands to substantially the same condition as it existed prior to Eagle Ridge activities and shall remove and dispose of any waste generated by Eagle Ridge's activities in compliance with all applicable laws, regulations and requirements. The obligations of Eagle Ridge under this paragraph shall survive the Closing and/or any termination of this Agreement.

4. A. The City shall have sixty (60) business days (City Inspection Period) after the effective date of this Agreement in which to perform, at the City's cost, any and all due diligence the City determines to be necessary. Such due diligence may include, but not be limited to, obtaining a title insurance binder, survey, and environmental audit. Should the City determine for any reason that the Property is not suitable for the City's intended use, then the City may terminate this Agreement by written notice to Eagle Ridge no later than thirty days after expiration of the City Inspection Period.

B. City shall share the results of its due diligence and/or inspections of the lands with Eagle Ridge at such time as they become available and upon request by Eagle Ridge. City shall be solely liable for all costs and expenses, or damage or injury to any person or property resulting from any such due diligence it may conduct on the lands currently owned by Eagle Ridge, whether caused by the acts of City or any of its employees, agents, contractors, consultants or representatives, and City shall indemnify, defend and hold harmless Eagle Ridge its appointed officials, employees, and agents from any liability, claims and expenses (including, without limitation, construction liens and/or reasonable attorneys' fees and costs) resulting therefrom. In the event any notice to owner or

claim of lien is filed arising out of City's contractors, subcontractors, professionals, laborers, or suppliers, City shall promptly obtain a release of lien from the claimant or lienor, or, alternatively, where appropriate, City may transfer such a lien to a cash bond pursuant to the requirements of Chapter 713, Florida Statutes. City shall restore the lands to substantially the same condition as it existed prior to City activities and shall remove and dispose of any waste generated by City's activities in compliance with all applicable laws, regulations and requirements. The obligations of City under this paragraph shall survive the Closing and/or any termination of this Agreement.

5. After receipt of the title binder, each party shall have thirty days within which to notify the other, in writing, of any defects in title. "Defects" include, but are not limited to, encroachments by structures, and violations of covenants. Upon receipt of such notice, the owner of that property shall have a reasonable time within which to cure such defects and shall exercise due diligence to do so, but shall not be obligated to institute or pursue any litigation.

6. Each party agrees that, upon reasonable notice, the other party's representatives or agents may enter the other's property for all lawful purposes in connection with this Agreement, including, but not limited to any inspections, tests, surveys, or studies to be done during the inspection period. The entering party shall be responsible for damage or injury to persons or property resulting from its entry (or entry by its representatives or agents) upon the property.

7. The closing of the transaction shall occur no later than June 1, 2015. Each party shall bear all its own costs of closing, including its attorneys' fees, title insurance for the property being acquired by such party, and the cost of recording the deed to the party. Conveyance by both parties shall be by special warranty deed.

8. Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by authorized representatives of City and Eagle Ridge.

9. Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Florida. Venue for any actions arising out of the terms of this Agreement shall be exclusively in the State Courts in and for Polk County, Florida.

10. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

11. Days as set forth in this Agreement shall mean calendar days unless specifically indicated otherwise.

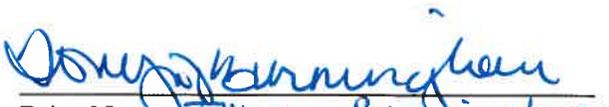
12. The effective date of this Agreement shall be the date on which the City Commission of City approves this Agreement.

13. Time is of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in their respective names, on the date first above written.

WITNESSES:

**EAGLE - RIDGE, INCORPORATED, a
Florida corporation ("Eagle Ridge")**


Print Name: Tonya Birmingham

By: DMC
Print Name: David M. Christie
Title: President


Print Name: Susan G. Goffman

Date: 1/26/15

Approved

UFF Legal Counsel

THE CITY OF LAKE ALFRED (“CITY”)

ATTEST:

By: _____
Nancy Z. Daley, Mayor

By: _____
Valerie Ferrell, Interim City Clerk

Date: _____

Approved as to Form and Legal
Sufficiency:

By: _____
Frederick J. Murphy, Jr.
City Attorney

EXHIBIT "A"

GROVE LEGAL:

17477 BNDY LGL.doc

Lake Alfred Parcel

That part of Section 21, Township 27 South, Range 26 East, Polk County, Florida, described as follows:

Begin at a 3"x3" concrete monument at Southeast corner of Section 21; thence S 89°39'18" W along the south line of said Section 21 a distance of 2657.91 feet to a found 1/2" pipe at the south quarter corner of said Section 21; thence S 89°40'19" W along the south line of said Section 21 a distance of 210.90 feet; thence N 00°19'41" W a distance of 480.00 feet; thence N 89°40'19" E a distance of 500.00 feet; thence N 00°19'41" W a distance of 839.00 feet; thence N 89°40'19" E a distance of 1095.00 feet; thence N 00°19'41" W a distance of 770.00 feet; thence N 89°40'19" E a distance of 500.00 feet; thence S 00°19'41" E a distance of 762.34 feet; thence N 89°41'28" E a distance of 773.45 feet to a 3"X3" concrete monument on the east line of said Section 21, being the northwest corner of the southwest quarter of Section 22, Township 27 South, Range 26 East as shown on Maintained Right of Way Map for White Road recorded in Map Book 6, pages 336-339; thence S 00°20'39" E along the east line of said Section 21 a distance of 1325.62 feet to the Point of Beginning.

LESS maintained right of way of White Road.

SUBJECT TO:

An ingress egress easement in Section 21, Township 27 South, Range 26 East, Polk County, Florida, the Eagle Ridgeline of said easement is described as follows;

Commence at a 3"x3" concrete monument at the Southeast corner of Section 21; thence S 89°39'18" W along the south line of said Section 21 a distance of 34.75 feet to the intersection with the maintained right of way line of White Road as recorded in Map Book 6, pages 336-339; thence continue S 89°39'18" W along said south line a distance of 1895.79 feet to the intersection with the maintained right of way line of White Road as recorded in Map Book 14, pages 43-44 of the public records of Polk County, Florida; thence along the northerly maintained right of way for the following 2 courses; (1) N 00°06'40" W a distance of 3.45 feet; (2) S 89°33'00" W a distance of 81.00 feet to the Point of Beginning at the Eagle Ridge of an existing dirt road; thence said easement lies 10.00 feet on each side of said Eagle Ridgeline for the following 2 courses; (1) N 08°08'10" W a distance of 5.10 feet to the beginning of a curve concave to the southwest and having a radius of 70.00 feet; (2) thence along said curve to the left through a central angle of 80°30'32", an arc distance of 98.36 feet (chord = 90.47 feet, chord bearing N 48°23'26" W); thence said easement lies 20.00 feet on each side of said Eagle Ridgeline for the following 1 course; (1) N 88°38'43" W a distance of 172.14 feet

to the beginning of a curve concave to the northeast and having a radius of 90.00 feet; thence said easement lies 10.00 feet on each side of said Eagle Ridgeline for the following 10 courses; (1) along said curve to the right, through a central angle of $88^{\circ}18'35''$, an arc distance of 138.72 feet (chord = 125.39 feet, chord bearing = N $44^{\circ}29'25''$ W); (2) N $00^{\circ}20'07''$ W a distance of 101.49 feet to the beginning of a curve concave to the west and having a radius of 200.00 feet; (3) thence along said curve to the left through a central angle of $29^{\circ}09'33''$, an arc distance of 101.78 feet (chord = 100.69 feet, chord bearing = N $14^{\circ}54'54''$ W); (4) N $29^{\circ}29'40''$ W a distance of 54.06 feet to the beginning of a curve concave to the east and having a radius of 350.00 feet; (5) thence along said curve to the right through a central angle of $30^{\circ}06'40''$, an arc distance of 183.94 feet (chord = 181.83 feet, chord bearing = N $14^{\circ}26'20''$ W); (6) N $00^{\circ}37'00''$ E a distance of 83.94 feet to the beginning of a curve concave to the southeast and having a radius of 350.00 feet; (7) thence along said curve to the right through a central angle of $43^{\circ}11'57''$, an arc distance of 263.89 feet (chord = 257.68 feet, chord bearing = N $22^{\circ}12'58''$ E); (8) N $43^{\circ}48'56''$ E a distance of 218.42 feet to the beginning of a curve concave to the west and having a radius of 163.00 feet; (9) thence along said curve to the left through a central angle of $84^{\circ}47'15''$, an arc distance of 241.21 feet (chord = 219.80 feet, chord bearing = N $01^{\circ}25'19''$ E); (10) N $40^{\circ}58'19''$ W a distance of 45.01 feet to the Point of Terminus.

The side lines of said easement shall be shortened or extended to begin at the north maintained right of way of White Road and end at a bearing of N $89^{\circ}40'19''$ E extending through the Point of Terminus.

EXHIBIT "B"

BUCHANAN LEGAL:

DESCRIPTION:

(OFFICIAL RECORDS BOOK 7444, PG. 0937-0938, PUBLIC RECORDS OF POLK COUNTY, FLORIDA)

Lots 11, 12, 13, 14, 15, and 16, of Block 5 of Arbuthnot Subdivision to Lake Alfred, Florida, as shown by map or plat thereon recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 23, Pages 26 and 26A. Parcel ID# 322726-501000-005110
AND

Lot 4 of the Replat of Arbuthnot Subdivision to Lake Alfred, Florida, as shown by map or plat thereon recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 26, Pages 40 and 40A. Parcel ID# 322726-502000-00040

HUGHES LEGAL:

DESCRIPTION: (PROVIDED O.R. 7397, PGS 1565-1567)

South 51.5 feet of Lots 1 through 5, Block 18 of the original TOWN OF CODINGTON (now Lake Alfred) as per plat recorded in Plat Book 1, Page 61, Public Records of Polk County, Florida.

EXHIBIT "C"

An ingress egress easement in Section 21, Township 27 South, Range 26 East, Polk County, Florida, the Eagle Ridgeline of said easement is described as follows;

Commence at a 3"x3" concrete monument at the Southeast corner of Section 21; thence S 89°39'18" W along the south line of said Section 21 a distance of 34.75 feet to the intersection with the maintained right of way line of White Road as recorded in Map Book 6, pages 336-339; thence continue S 89°39'18" W along said south line a distance of 1895.79 feet to the intersection with the maintained right of way line of White Road as recorded in Map Book 14, pages 43-44 of the public records of Polk County, Florida; thence along the northerly maintained right of way for the following 2 courses; (1) N 00°06'40" W a distance of 3.45 feet; (2) S 89°33'00" W a distance of 81.00 feet to the Point of Beginning at the Eagle Ridge of an existing dirt road; thence said easement lies 10.00 feet on each side of said Eagle Ridgeline for the following 2 courses; (1) N 08°08'10" W a distance of 5.10 feet to the beginning of a curve concave to the southwest and having a radius of 70.00 feet; (2) thence along said curve to the left through a central angle of 80°30'32", an arc distance of 98.36 feet (chord = 90.47 feet, chord bearing N 48°23'26" W); thence said easement lies 20.00 feet on each side of said Eagle Ridgeline for the following 1 course; (1) N 88°38'43" W a distance of 172.14 feet to the beginning of a curve concave to the northeast and having a radius of 90.00 feet; thence said easement lies 10.00 feet on each side of said Eagle Ridgeline for the following 10 courses; (1) along said curve to the right, through a central angle of 88°18'35", an arc distance of 138.72 feet (chord = 125.39 feet, chord bearing = N 44°29'25" W); (2) N 00°20'07" W a distance of 101.49 feet to the beginning of a curve concave to the west and having a radius of 200.00 feet; (3) thence along said curve to the left through a central angle of 29°09'33", an arc distance of 101.78 feet (chord = 100.69 feet, chord bearing = N 14°54'54" W); (4) N 29°29'40" W a distance of 54.06 feet to the beginning of a curve concave to the east and having a radius of 350.00 feet; (5) thence along said curve to the right through a central angle of 30°06'40", an arc distance of 183.94 feet (chord = 181.83 feet, chord bearing = N 14°26'20" W); (6) N 00°37'00" E a distance of 83.94 feet to the beginning of a curve concave to the southeast and having a radius of 350.00 feet; (7) thence along said curve to the right through a central angle of 43°11'57", an arc distance of 263.89 feet (chord = 257.68 feet, chord bearing = N 22°12'58" E); (8) N 43°48'56" E a distance of 218.42 feet to the beginning of a curve concave to the west and having a radius of 163.00 feet; (9) thence along said curve to the left through a central angle of 84°47'15", an arc distance of 241.21 feet (chord = 219.80 feet, chord bearing = N 01°25'19" E); (10) N 40°58'19" W a distance of 45.01 feet to the Point of Terminus.

The side lines of said easement shall be shortened or extended to begin at the north maintained right of way of White Road and end at a bearing of N 89°40'19" E extending through the Point of Terminus.

From: Ryan Leavengood
To: [Bruce DeLaney \(bdelaney@uff.ufl.edu\)](mailto:bdelaney@uff.ufl.edu)
Subject: Lake Alfred
Date: Friday, August 08, 2014 4:02:00 PM
Attachments: [Grove Acreage.pdf](#)

Bruce,

It looks like we effectively came in 4th overall for the veterans assisted living site selection. They are reopening the process for a 2nd (and then probably a 3rd) assisted living facility in the fall and the City has identified ways to improve our score to be competitive for one of the proposed facilities. If we were selected, construction may not begin for another 6-8 years. Working with the university has the opportunity for better short term results if we can come to a favorable agreement that I could present to the City Commission.

The City had the opportunity last year to purchase 5.9 acres of vacant property directly across the street and north of the 100 West Cummings warehouse property for \$1 million that we ended up walking away from (\$169,491 per acre). Applying the same math, the 100 West Cummings warehouse would be worth \$269,491 for the 1.59 acres. Additionally, we would have to demolish the warehouse and clear it at an estimated cost of 60-70k putting the net value to the City of that property at approximately \$200,000 and that value assumes that the property is free of contamination.

The warehouse on Seminole, as we previously discussed, is unique because if anyone other than the City ended up with it the Land Development Regulations would kick in and require onsite parking that would require a partial demolition unless a variance was granted for on-street parking which is unlikely due to the county EMS station and the Library being next door. The City had budgeted \$30,000 for a parks and recreation storage building which we held off on purchasing due to this opportunity. That's what I would use the Seminole warehouse for and that's effectively what it's worth to the City.

Planning staff did a few comparisons for grove acreage in the area near experiment station road and found a 2012 purchase for 46 acres at \$5,383 an acre and a 2014 purchase for 40 acres at \$2,989 an acre. I also found an article referencing a 2013 Coldwell Banker Market Land Report that showed interior Florida counties selling acreage at \$4,500 to \$6,000 per acre. Due to the nature of the estate, the fact that it is an estate, and the economies of scale offered by the acreage being in close proximity to IFAS's existing operations we'd be looking at the 4.5k-6k per acre value range.

The City has 54.4 contiguous acres available at the end of experiment station road (see attached). Using my numbers that gets us right to \$245,000 which is fairly consistent on both sides of the equation ($54.4 \times 4.5k = 244.8k$). You said you were willing to sharpen the pencil quite a bit on this one for both properties so I may be putting that to the test. I understand this would be a good deal for the City but I have a very conservative Commission (that walked away from the 5.9 acre deal I referenced above) so it will have to be for them to consider it. This is especially true with the Veterans Assisted Living Facility opportunity still out there. At the end of the day I also think it's a good deal for the Citrus Research Center as they will have 54.4 acres in close proximity to their existing operations that they didn't have before. Please let me know if this is something you're interested in.

Thanks,
-Ryan

4.) UF CITRUS RESARCH CENTER: PROPERTY SWAP DISCUSSION

ISSUE: The City Commission will have a discussion regarding the opportunity of swapping property with the University of Florida Citrus Research Center.

ATTACHMENTS:

- Grove Acreage Map & Warehouse pictures

ANALYSIS: Earlier this year properties owned by Jim Hughes's estate were given to the University of Florida that included warehouses at 100 West Cummings (Buchanan Building) and Seminole Avenue (across from the Library).

For the past several months city staff has been in communication with University of Florida staff regarding the properties and their stated interest in City owned grove property. The estate is tied to citrus research and the UF Citrus Research Center in Lake Alfred desired to have land near their existing operations.

Through staff negotiations and onsite visits the tentative consideration for the two warehouses would be approximately 60 acres of City owned grove property. The proposed acreage is a part of the City spray field but it is not necessary for current or future operations.

Formal appraisals have not been conducted for the respective properties. However, the commercial value of the two warehouse properties could easily double the value of the proposed City grove acreage. Additionally, the Buchanan building is located in the downtown core and has access to both Lake Shore & Shinn Blvd. Demolition of the building would both address blight and prepare the site for future development consistent with the Community Redevelopment Agency plan & the Downtown Master Plan.

The City owns all of the property surrounding the warehouse located across from the library. The warehouse would be utilized for parks and recreation storage. This would also allow the City to save the expense of putting in a storage building at the Mackay Preserve or on other city property that had an estimated cost of \$30,000 in the previous budget year.

STAFF RECOMMENDATION: Proceed with drafting a formal agreement for the property swap with the University of Florida.

MINUTES

4.) UF CITRUS RESEARCH CENTER: PROPERTY SWAP DISCUSSION

City Manager Leavengood said earlier this year properties owned by Jim Hughes's estate were given to the University of Florida (UF) that included warehouses at 100 West Cummings (Buchanan Building) and Seminole Avenue (across from the Library). For the past several months city staff has been in communication with University of Florida staff regarding the properties and their stated interest in City owned grove property. The estate is tied to citrus research and the UF Citrus Research Center in Lake Alfred desired to have land near their existing operations.

He went on to say that through staff negotiations and onsite visits the tentative consideration for the two warehouses would be approximately sixty (60) acres of City owned grove property. The proposed acreage is a part of the City spray field but it is not necessary for current or future operations. He continued and said formal appraisals have not been conducted for the respective properties. However, the commercial value of the two warehouse properties could easily double the value of the proposed City grove acreage. Additionally, the Buchanan building is located in the downtown core and has access to both Lake Shore & Shinn Blvd. Demolition of the building would both address blight and prepare the site for future development consistent with the Community Redevelopment Agency plan and the Downtown Master Plan.

He continued and said the City owns all of the property surrounding the warehouse located across from the library. The warehouse would be utilized for parks and recreation storage. This would also allow the City to save the expense of putting in a storage building at the Mackay Preserve or on other city property that had an estimated cost of \$30,000 in the previous budget year. He concluded by saying staffs' recommendation is to proceed with drafting a formal agreement for the property swap with the University of Florida.

Mayor Daley asked if there were any stipulations when the money was bequeathed to the University, that specified those exact properties are to be used only for the University or can the University sell it?

City Manager Leavengood said the estate had contained many properties, and as he understands, the caveat or requirement of the estate is that it has to be tied to citrus greening research. He said in conversations with the University, they need the land, and they need land close to their existing groves and existing operations. It made sense for them to approach the City and for us to come up with a mutual agreement. That is why the value is so high to the City, because the value is so high to the University. He conservatively estimated the grove property to be worth \$1,500.00 to \$2,500.00 per acre, so the value is right at one-hundred and twenty thousand to one-hundred and fifty thousand dollars; however the City stands to gain close to \$400,000.00 in commercial real estate. Dollars and cents alone, it is a really good deal but when you add the additional component of the storage facility and the fact that we already own all of the property around it, it just makes sense that the City would want to own that property. He went on to say with the Buchanan building, the City can heavily market the site, and really control the development.

Commissioner Dearmin asked if we go forward with the land swap; how much land will the City have left in the area?

City Manager Leavengood said the City will still have an additional 20-30 acres that we don't need and can keep in reserve. He said there will be a future expense for the rerouting of the spray-field cannons for effluent discharge.

Commissioner Duncan asked about an easement for access to the hayfield area.

City Manager Leavengood said yes, and that would be caught within any formal agreement that would be drawn if the Commission chooses to proceed.

Mayor Daley asked if the City researched the possibility of what that land would be worth if it was to be developed into home sites.

City Manager Leavengood replied and said there were some orange groves in the area that sold for \$4,500.00 per acre, and there were some groves closer to the proposed land swap which sold for \$3,000.00 per acre. However, there were also acres near experiment station road which sold for \$1,500.00 per acre.

Mayor Daley said it makes sense to me to own these downtown properties, I would just hate to turn around in six months and see that they sold the [grove] property for a couple of million dollars.

City Manager Leavengood said that would be a pretty elaborate deception on their part. They are very much interested in the Citrus greening research.

A discussion ensued about the stability of the two buildings, and a request was made to tour them.

City Manager Leavengood said the building across from the library is in good shape for what it is. There used to be some antique cars in there. The roof is new and it is solid construction.

Commissioner Duncan shared he was in the Buchannan building two years ago, and it was sound in there as well.

City Manager Leavengood said the City will probably need to do a phase one environmental study on the property, and if we need a phase two, we can go from there. We have set up the brownfields, and there are additional federal programs even if there is some contamination. The City is in a much better position to mitigate that and deal with that rather than a property purchaser. He said he would get with the City Attorney to find out what the best means or proposed format will be. He concluded by saying we will work directly with the University of Florida real estate staff on the formalities, including the access easement. Once staff has a comfort level with the form of the document or the agreement itself, he will bring it back to the City Commission for formal consideration.

A consensus was given for the City Manager to move forward with the negotiation process and bring back a formal agreement.

Mayor Daley requested for any public comment.

There were no comments.

City Manager Leavengood said if the Commission is interested, he can reach out to the University and schedule a time for all of us to attend, and we can notice it so all the Commissioners can be present at the same time to tour the buildings.

**MINUTES
BUILDING TOURS
MONDAY, OCTOBER 6, 2014
6:00P.M.
CITY HALL**

Attendance: Those in attendance were Mayor Nancy Z. Daley, Vice Mayor Charles Lake, Commissioner John Duncan, Commissioner Albertus Maulsby, City Manager Ryan Leavengood, City Attorney Frederick J. Murphy, Jr., and City Clerk Linda Bourgeois.

Staff attendance: Public Works Director John Deaton, Finance Director Amber Deaton, Parks and Recreation Manager Richard Weed, Fire Chief Chris Costine, Community Development Director Valerie Ferrell, and Police Chief Art Bodenheimer.

Guest attendance: Planning Board Member Irving Spokony

100 W Cummings St ("Buchanan building")
Approx. 1.59 acres
Office Building approx. 2,080 sq ft
Warehouse Building approx. 29,650 sq ft

Discussions included zoning, comparative sale information, environmental studies, and demolition of building.

Questions asked were:

1. What manufacturing processes were performed there? Water Ski Boots and specialized fiberglass projects
2. How long has the building been vacant? Approximately 7 years
3. What is the property worth?

Comparative sale info: South State Brokerage to Boos Development (Family Dollar site)
225 S Lake Shore Way
Approx. 1.77 acres
Vacant land
Final Sale June 2014 \$498,000

[Previous sales contract was for entire northern half 3.1 acres at \$880,000, correction submitted by the Community Development Director]

4. What were the anticipated demolition charges? \$70,000.00 - \$80,000.00

City Manager Leavengood said the City is working with Central Florida Regional Planning Council, and they are recommending a demolition as the best prospect for this property. He went on to provide comparative values to the recently sold acre of which was purchased by the Family Dollar store. He explained the benefit of a shovel ready project and said that we would definitely be able to clear what our expenses would be for demolition on the sale, especially since we are swapping for grove property. An

additional benefit would be that the developer agreement would potentially have performance clauses such as a requirement to turn dirt within a year. We don't want someone to buy the property and then sit on it for five years just to sell it to someone else. This is our opportunity to create our own destiny. He continued and said the selling point here is that the gas station will look at several factors such as car counts, population, rooftops and the amount of vehicle traffic through the City on a given day. This property has access to both north and southbound directions so you never have to take a left hand turn crossing oncoming traffic.

Vice Mayor Lake asked about the retention pond requirements.

City Manager Leavengood said we are working on a fix.

Vice Mayor Lake asked about if this property was in a brownfield designation.

City Manager Leavengood replied and said yes. He continued and said we would have to do this for our own due diligence, since no money is actually changing hand. This will entail an environmental phase one study estimated at several thousand dollars; and an asbestos survey. If phase one does detect something, then the City would have to go to a phase II. There may be mitigation costs; however there are federal programs and it is a brownfield site. Just remember just because there may be contamination, it does not mean you cannot develop it. He went on to say he thinks because they operated inside with a floor, there may not be any contamination. Gray's property did have some contamination and there is a slight possibility this property may have been cross contaminated by underground flow. We will cross that bridge when we come to it, and in any case - the City will be in the best position to deal with that. He explained the challenges of potential developers without the City's intervention and said this property will sit here for years if we don't get proactive on this.

A discussion ensued about programs available other than brownfields for mitigation, and the equal threshold levels for the property swap based upon a comparative value level.

The tour continued to the office section of the building. It was pointed out that the Florida Department of Transportation was stationed within these offices during the one-way pair road construction. There was not any business discussed while visiting this location of the property.

Next, everyone met at the Library parking lot, and went inside the second building.

260 N. Seminole Ave ("Hughes building")
Approx. 0.18 acres
Warehouse Building approx. 7,500 sq ft

City Manager Leavengood said last year the City had budgeted \$35,000.00 for a storage shed on the Mackay Gardens and Lakeside Preserve property. Once we heard there was movement with this property, we held off in anticipation of being able to use this property as storage. This is much larger than any storage shed you can purchase for \$35,000.00. This property can be utilized for a combination of storage for the Parks and Recreation, Public Works, and Utilities departments. That then gives us the opportunity to clean-up Public Works. We are pretty much at storage capacity down there and this building would give us the opportunity to organize the public works site.

He went onto say that while it looks a little rough on the interior; the building is structurally in good shape for what we would use it for.

The tour ended without any further questions at 6:47 p.m.

Respectfully submitted,

Linda Bourgeois, M.M.C.
City Clerk

8.4 acres

46 acres

Proposed Site

Experiment Station Rd

© 2014 Google

Google earth

LEGAL DESCRIPTION:

That part of Section 21, Township 27 South, Range 26 East, Polk County, Florida, described as follows:

Begin at a 3"x3" concrete monument at Southeast corner of Section 21; thence S 89°39'18" W along the south line of said Section 21 a distance of 2657.91 feet to a found 1/2" pipe at the south quarter corner of said Section 21; thence S 89°40'19" W along the south line of said Section 21 a distance of 210.90 feet; thence N 0°29'41" W a distance of 480.00 feet; thence N 89°40'19" E a distance of 500.00 feet; thence N 0°29'41" W a distance of 839.00 feet; thence N 89°40'19" E a distance of 1095.00 feet; thence N 0°29'41" W a distance of 770.00 feet; thence N 89°40'19" E a distance of 500.00 feet; thence S 0°29'41" E a distance of 762.34 feet; thence N 89°41'28" E a distance of 773.45 feet to a 3"x3" concrete monument on the east line of said Section 21, being the northwest corner of the southwest quarter of Section 22, Township 27 South, Range 26 East as shown on Maintained Right of Way Map for White Road recorded in Map Book 6, pages 336-339; thence S 0°29'41" E along the east line of said Section 21 a distance of 1325.62 feet to the Point of Beginning.

LESS maintained right of way of White Road.

SUBJECT TO:

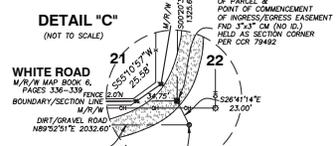
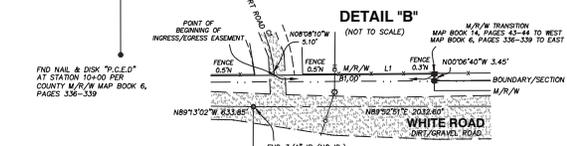
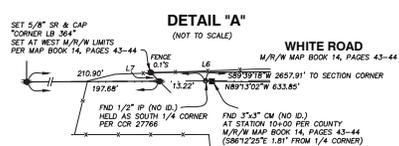
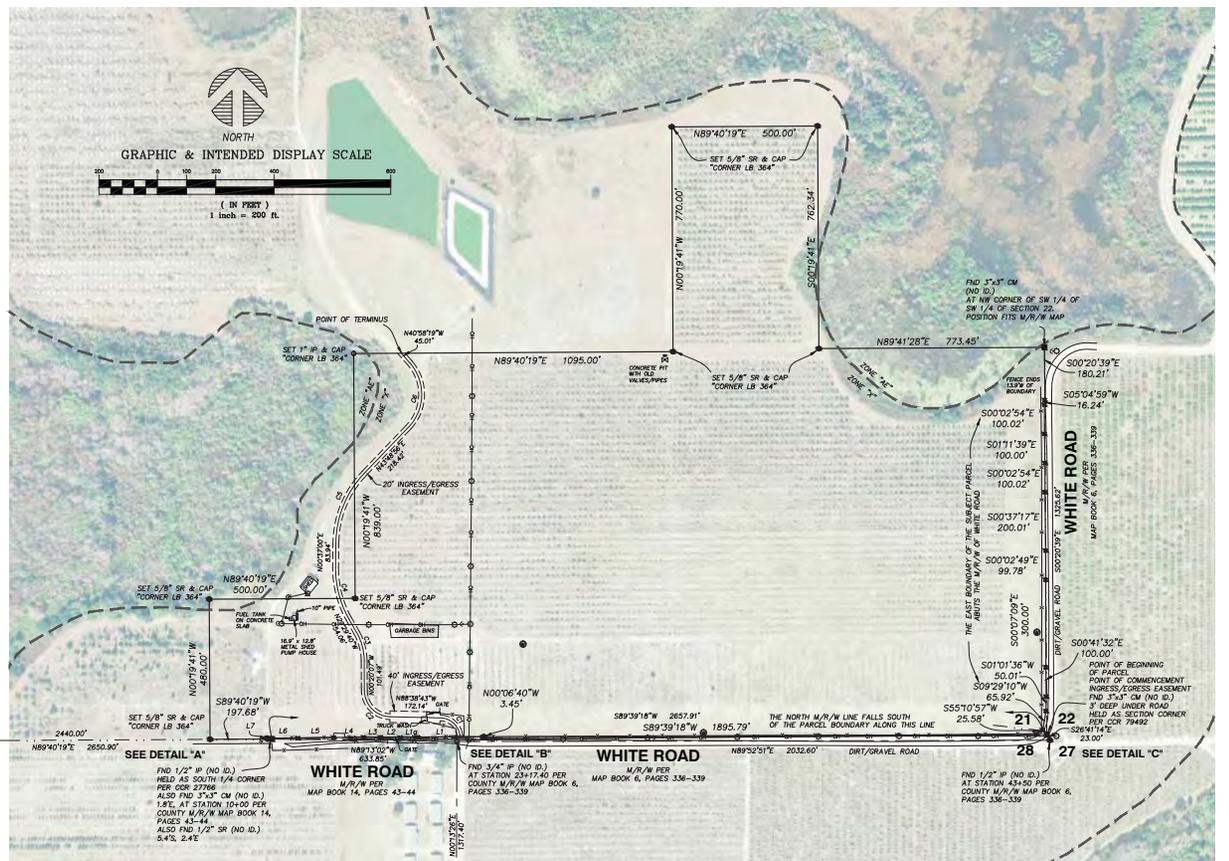
An Ingress egress easement in Section 21, Township 27 South, Range 26 East, Polk County, Florida, the centerline of said easement is described as follows:

Commence at a 3"x3" concrete monument at the Southeast corner of Section 21; thence S 89°39'18" W along the south line of said Section 21 a distance of 34.75 feet to the intersection with the maintained right of way line of White Road as recorded in Map Book 6, pages 336-339; thence continue S 89°39'18" W along said south line a distance of 1895.79 feet to the intersection with the maintained right of way line of White Road as recorded in Map Book 14, pages 43-44 of the public records of Polk County, Florida; thence along the northerly maintained right of way for the following 2 courses: (1) N 0°29'41" W a distance of 3.45 feet; (2) S 89°39'18" W a distance of 81.00 feet to the Point of Beginning at the center of an existing dirt road; thence said easement lies 10.00 feet on each side of said centerline for the following 2 courses: (1) N 08°08'10" W a distance of 5.10 feet to the beginning of a curve concave to the left through a central angle of 80°30'32", an arc distance of 98.36 feet (chord = 90.47 feet, chord bearing = N 48°32'26" W); thence said easement lies 20.00 feet on each side of said centerline for the following 1 course: (1) N 88°38'43" W a distance of 1721.14 feet to the beginning of a curve concave to the northeast and having a radius of 90.00 feet; thence said easement lies 10.00 feet on each side of said centerline for the following 10 courses: (1) along said curve to the right, through a central angle of 88°18'35", an arc distance of 138.72 feet (chord = 126.39 feet, chord bearing = N 44°29'25" W); (2) N 0°20'07" W a distance of 101.49 feet to the beginning of a curve concave to the west and having a radius of 200.00 feet; (3) thence along said curve to the left through a central angle of 29°09'33", an arc distance of 101.78 feet (chord = 100.09 feet, chord bearing = N 14°54'54" W); (4) N 29°24'40" W a distance of 54.00 feet to the beginning of a curve concave to the east and having a radius of 350.00 feet; (5) thence along said curve to the right through a central angle of 30°04'40", an arc distance of 163.04 feet (chord = 161.63 feet, chord bearing = N 14°26'20" W); (6) N 0°37'00" E a distance of 83.94 feet to the beginning of a curve concave to the southeast and having a radius of 350.00 feet; (7) thence along said curve to the right through a central angle of 43°15'21", an arc distance of 263.89 feet (chord = 257.68 feet, chord bearing = N 22°12'58" E); (8) N 43°56'58" E a distance of 216.42 feet to the beginning of a curve concave to the west and having a radius of 163.00 feet; (9) thence along said curve to the left through a central angle of 84°47'15", an arc distance of 241.21 feet (chord = 218.80 feet, chord bearing = N 01°29'19" E); (10) N 40°58'19" W a distance of 45.00 feet to the Point of Terminus.

The side lines of said easement shall be shortened or extended to begin at the north maintained right of way of White Road and end at a bearing of N 89°40'19" E extending through the Point of Terminus.

SURVEYOR'S NOTES:

- 1.) North and the bearings shown hereon are referenced to the bearing of S 89°39'18" W assumed along the south line of the southeast quarter of Section 21, Township 27 South, Range 26 East.
- 2.) This survey was prepared without the benefit of a Title Commitment. Any easements and/or encumbrances that may be made known by a Commitment are not shown hereon.
- 3.) The legal description shown hereon was prepared by Pickett & Associates, Inc. based on client specification.
- 4.) Underground improvements, underground encroachments, and/or underground foundations, if existent, were not located as a part of this survey.
- 5.) An assessment of environmental concerns, if existent, was not performed as a part of this survey.
- 6.) Limits of wetlands, if any, under governmental jurisdiction were not determined as a part of this survey.
- 7.) Property is located in Flood Zone "X" - area determined to be outside of 500 year floodplains; "A" - area within 100 year flood hazard area, base flood elevation determined (136') according to the FEMA Flood Insurance Rate Map (FIRM) for Polk County, Map Number 1210503355 F, with an effective date of December 20, 2000.
- 8.) Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
- 9.) Subject Parcel contains 86.22 acres.
- 10.) The aerial image shown hereon was taken from the Florida Department of Environmental Protection website and is based on photography taken in 2011. The image is shown for general reference only. This survey does not guarantee the accuracy of any attempt to measure features from the image.
- 11.) The maintained right of way of White Road is recorded in Map Book 6, pages 336-339 and Map Book 14, pages 43-44. There is a portion of the subject parcel that abuts the right of way of White Road but based on the maps there is also a gap between a portion of the south boundary line of the subject parcel and the northerly right of way. This gap spans an area between Detail B and Detail C. There is no gap between the subject parcel and right of way line of the area of physical access to the parcel. The subject parcel abuts the public right of way at the area of physical access.
- 12.) There are irrigation features in the interior of the subject parcel that were not located for this survey.



LEGEND:

FN	FOUND	-X-	FENCE
SR	STEEL ROD	EL	ELECTRIC RISER/VALT
ID	IDENTIFYING #	M/R/W	MAINTAINED RIGHT OF WAY
CM	CONCRETE MONUMENT	CCR	CERTIFIED CORNER RECORD
IP	IRON PIPE	MC	MONUMENT WELL
OP	OVERHEAD UTILITY LINES	L	LIGHT POLE
O.R.B.	OFFICIAL RECORDS BOOK	G	GUY ANCHOR
W	WATER VALVE	S	SIGN
U	UTILITY POLE	M	MAINTAINED RIGHT OF WAY CORNER - NO MONUMENT SET

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S89°33'00\" W	225.58'
L10	S88°36'42\" W	60.77'
L2	N89°14'59\" W	67.01'
L3	N89°44'05\" W	58.87'
L4	S89°37'37\" W	102.11'
L5	S89°05'50\" W	123.01'
L6	S89°42'07\" W	106.35'
L7	S44°51'26\" E	3.51'

CURVE TABLE:

CURVE RADIUS	ARC	INCLUDED ANGLE	CHORD BEARING	CHORD
C1	70.00'	80°30'32"	N48°23'26\" W	90.47'
C2	90.00'	138°72'	88°18'35"	126.39'
C3	200.00'	101.78'	29°09'33"	100.09'
C4	350.00'	183.94'	30°04'40"	161.63'
C5	350.00'	263.89'	43°15'21"	257.68'
C6	163.00'	241.21'	84°47'15"	218.80'

PARCEL CONTAINS 86.08 ACRES

NO.	DATE	APPROVED	REVISION
1	10/28/14	GAP	ORIGINAL RELEASE
1	12/27/14	GAP	REVISED RELEASE & EAST BOUNDARY

NOT MADE WITHOUT THE SIGNATURE AND THE ORIGINAL BAKED SEAL OF A LICENSED SURVEYOR BY A LICENSED SURVEYOR AND MAPPER

PICKETT & ASSOCIATES, INC.
SURVEYING & PHOTOGRAMMETRY
1000 W. UNIVERSITY BLVD., SUITE 100
TALLAHASSEE, FLORIDA 32310
TEL: 904.877.1111 FAX: 904.877.1112

PROJECT NO. 17477
DRAWING NO. LD 5472

10/25/14
SURVEY DATE

ERIC M. PRESNELL, P.E.M.
FLORIDA REGISTRATION NO. 5568
PICKETT AND ASSOCIATES, INC.
FLORIDA REGISTRATION NO. LB 364

1
of
1

BOUNDARY SURVEY
OF A PARCEL LOCATED IN SECTION 21,
TOWNSHIP 27 SOUTH, RANGE 26 EAST,
POLK COUNTY, FLORIDA
PREPARED FOR: CITY OF LAKE ALFRED

Seminole Avenue Warehouse (Across from Library)



Cummings Avenue Warehouse (Buchanan Building)

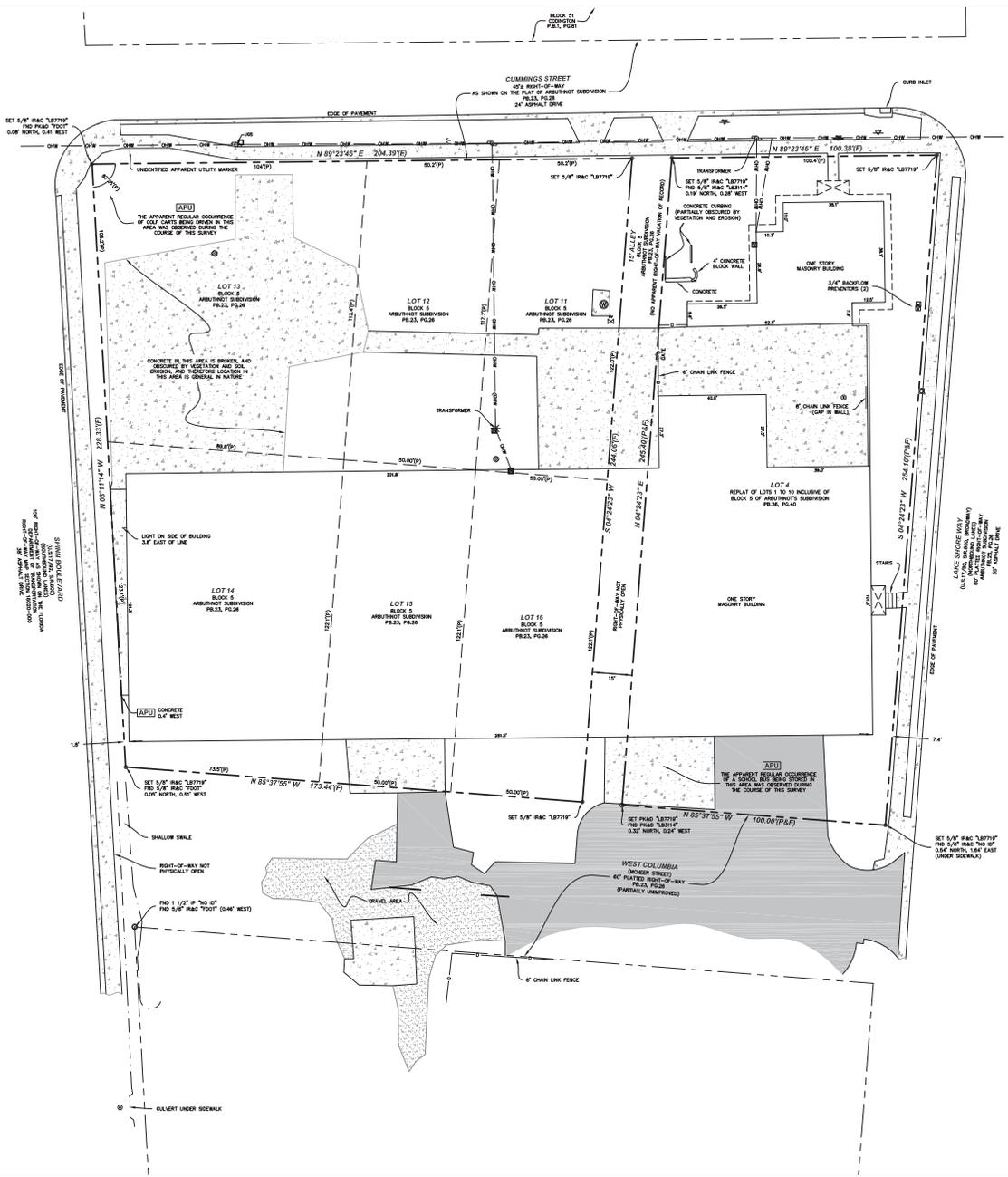


BOUNDARY SURVEY



LEGEND

1. PROFESSIONAL LAND SURVEYOR	10. IRON ROD
2. LOT CORNER	11. IRON PIPE
3. LOT CORNER	12. CONCRETE MONUMENT
4. LOT CORNER	13. IRON PIPE
5. CONCRETE MONUMENT	14. IRON PIPE
6. IRON PIPE	15. IRON PIPE
7. IRON PIPE	16. IRON PIPE
8. IRON PIPE	17. IRON PIPE
9. IRON PIPE	18. IRON PIPE
19. IRON PIPE	19. IRON PIPE
20. IRON PIPE	20. IRON PIPE
21. IRON PIPE	21. IRON PIPE
22. IRON PIPE	22. IRON PIPE
23. IRON PIPE	23. IRON PIPE
24. IRON PIPE	24. IRON PIPE
25. IRON PIPE	25. IRON PIPE
26. IRON PIPE	26. IRON PIPE
27. IRON PIPE	27. IRON PIPE
28. IRON PIPE	28. IRON PIPE
29. IRON PIPE	29. IRON PIPE
30. IRON PIPE	30. IRON PIPE
31. IRON PIPE	31. IRON PIPE
32. IRON PIPE	32. IRON PIPE
33. IRON PIPE	33. IRON PIPE
34. IRON PIPE	34. IRON PIPE
35. IRON PIPE	35. IRON PIPE
36. IRON PIPE	36. IRON PIPE
37. IRON PIPE	37. IRON PIPE
38. IRON PIPE	38. IRON PIPE
39. IRON PIPE	39. IRON PIPE
40. IRON PIPE	40. IRON PIPE
41. IRON PIPE	41. IRON PIPE
42. IRON PIPE	42. IRON PIPE
43. IRON PIPE	43. IRON PIPE
44. IRON PIPE	44. IRON PIPE
45. IRON PIPE	45. IRON PIPE
46. IRON PIPE	46. IRON PIPE
47. IRON PIPE	47. IRON PIPE
48. IRON PIPE	48. IRON PIPE
49. IRON PIPE	49. IRON PIPE
50. IRON PIPE	50. IRON PIPE
51. IRON PIPE	51. IRON PIPE
52. IRON PIPE	52. IRON PIPE
53. IRON PIPE	53. IRON PIPE
54. IRON PIPE	54. IRON PIPE
55. IRON PIPE	55. IRON PIPE
56. IRON PIPE	56. IRON PIPE
57. IRON PIPE	57. IRON PIPE
58. IRON PIPE	58. IRON PIPE </td



DESCRIPTION:
 (OFFICIAL RECORDS BOOK 7444, PG. 0937-0938, PUBLIC RECORDS OF POLK COUNTY, FLORIDA)
 Lots 11, 12, 13, 14, 15, and 16, of Block 5 of Arbutnot Subdivision to Lake Alfred, Florida, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 23, Pages 26 and 28A, Parcel ID# 322726-50100-00010.
 AND
 Lot 4 of the Replat of Arbutnot Subdivision to Lake Alfred, Florida, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 36, Pages 45 and 45A, Parcel ID# 322726-50200-00040.

- NOTES:**
- 1) BEARINGS BASED ON THE SOUTH LINE OF CUMMING STREET, BEING ASSUMED N 89°23'46" E.
 - 2) THIS SURVEY WAS PREPARED FOR THE USE ONLY OF THE PARTIES NOTED HEREON, AND IS NOT TRANSFERABLE TO ANY OTHERS, AND IS INVALID FOR USE OF OR RELIANCE ON BY OTHERS FOR ANY PURPOSE.
 - 3) IMPROVEMENTS VISIBLY APPARENT AT THE TIME THIS SURVEY PERFORMED MAY BE SHOWN OR NOTED HEREON, UNDERGROUND OR OTHERWISE SECURED IMPROVEMENTS MAY EXIST THAT HAVE NOT BEEN LOCATED OR SHOWN HEREON AND THIS SURVEY WOULD BE SUBJECT TO SUCH IMPROVEMENTS.
 - 4) UNDERGROUND IMPROVEMENTS, IF ANY, HAVE NOT BEEN LOCATED.
 - 5) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE OPINION, THEREFORE, IT IS SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHT-OF-WAY, AND ENCUMBRANCES OF RECORD AND OF USE, AND OTHER MATTERS OF TITLE THAT MAY BE FOUND BY A COMPLETE ABSTRACT OR TITLE OPINION.
 - 6) THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
 - 7) SUBJECT TO DRAINAGE PATTERNS, WHICH NO ATTEMPT HAS BEEN MADE TO DETERMINE.
 - 8) PORTIONS OF THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO THE JURISDICTION AND RESTRICTIONS OF GOVERNMENTAL AGENCIES. THE PROPER AGENCIES SHOULD BE CONTACTED FOR THE LATEST INFORMATION PRIOR TO USE OF THIS PROPERTY.
 - 9) THE PROPERTY SHOWN HEREON LIES IN ZONE "X" AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 1210500355 F AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP EFFECTIVE DECEMBER 20, 2000.
 - 10) THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEY ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE OTED MAP. IN ADDITION, THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
 - 11) ANY AND ALL PARTIES BY ACCEPTANCE, USE OR RELIANCE ON ANY SURVEY, WORK PRODUCT, AND/OR SERVICES FOR ANY PURPOSE THEREBY AGREES THAT THE AMOUNT OF LIABILITY, OR OTHER EXPOSURE FOR ANY LOSS OR DAMAGE ASSOCIATED WITH ANY SURVEY, WORK PRODUCT, AND/OR SERVICES FROM ROBERT A STEVENS & ASSOCIATES, INC.'S OWNERS, OFFICERS, EMPLOYEES, AGENTS, AND/OR THE UNDERSIGNED IS LIMITED TO THE AMOUNT OF PAYMENT RECEIVED FROM SAID PARTIES FOR ANY SURVEY, WORK PRODUCT, AND/OR EXTENDED SERVICES ASSOCIATED THEREWITH.

DATE OF SURVEY: 11/24/14
 Robert A. Stevens
 Florida Registered Surveyor and Mapper #5398
 For Robert A. Stevens & Associates, Inc.
 Certificate No. LB 7719

Robert A Stevens & ASSOCIATES, INC.
 210 LAKE VISTA BLVD.
 AUBURNDALE, FL 33823
 Phone: (813) 886-9776
 Fax: (888) 886-9776
 LICENSED SURVEYOR NUMBER: 147719
 LICENSED SURVEYOR NUMBER: 147719

CITY OF LAKE ALFRED
BOUNDARY SURVEY
BLOCK 5, ARBUTNOT SUBDIVISION

DRAWING DATE: 11/24/14
PROJECT NO.: 14-589
DRAWING NO.: 14-002_01
SHEET NO.: 1 of 1

**LAKE ALFRED CITY COMMISSION MEETING
FEBRUARY 2, 2015**

4.) PHASE II ENVIRONMENTAL ASSESSMENT: BUCHANAN BUILDING

ISSUE: The City Commission will consider an addendum to our Planning Advisory Services Agreement with the Central Florida Regional Planning Council (CFRPC) for a Phase II Environmental Assessment to be conducted on the Buchanan Building property.

ATTACHMENTS:

- Addendum #2: Planning Advisory Services Agreement (CFRPC)
- Phase I Environmental Assessment

ANALYSIS: In preparation for and as a part of our due diligence on the property exchange agreement the city staff, through the CFRPC, solicited the services of CardnoTBE to perform a Phase I Environmental Assessment of the Buchanan property. The Phase I is a review of the historical uses of the property which concluded that site specific testing, or a Phase II Assessment, would be necessary to determine if there was any contamination on the property.

The proposed addendum, through the CFRPC, again utilizes the services of CardnoTBE to perform the Phase II Environmental Assessment of the Buchanan property as a part of our due diligence and 60 day inspection period on the property through the land exchange agreement.

If the property is clear of contamination we can continue with demolition and eventual marketing and redevelopment of the site. If contamination is discovered on the property, remediation of the site may be required before it can be developed depending on the type and severity of the contamination. Federal and State Programs are available to assist property owners, especially for governmental entities and those that did not cause the contamination to clean up the site including the Brownfield Program that the City previously made the Buchanan Building eligible for when it included it in the designation area.

If approved, City staff will provide an update following receipt of the results of the Phase II environmental assessment on the Buchanan building including any recommendations for further action, if necessary.

STAFF RECOMMENDATION: Approval of Addendum of the Planning Advisory Services Agreement with the Central Florida Regional Planning Council for the completion of a Phase II Environmental Assessment in the amount of \$32,835.

ADDENDUM #2

**PLANNING ADVISORY SERVICES AGREEMENT
with the
CITY OF LAKE ALFRED**

THIS ADDENDUM is entered into on this _____ day of _____ 2014, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the COUNCIL) and the **City of Lake Alfred** (hereinafter referred to as the CITY). The original Agreement, which was entered into on the 18th of August, 2014, provides for the purchase of additional services.

The COUNCIL and the CITY have agreed upon the additional services included in **Addendum Attachment “A” – Scope of Work**, which is incorporated into this Addendum. As agreed, there will be an increase of Thirty-Two Thousand Eight Hundred Thirty-Five Dollars (\$32,835.00) in the amount of the COUNCIL’S compensation for the change in the Scope of Work. The CITY agrees to pay a fixed fee for the additional services of Thirty-Two Thousand Eight Hundred Thirty-Five Dollars (\$32,835.00) in one (1) payment as follows:

- Thirty-Two Thousand Eight Hundred Thirty-Five Dollars (\$32,835.00) upon receipt of the completed Phase II Environmental Site Assessment for the 1.59 acre site contained within Polk County Parcel Numbers 26-27-32-501000-005110 and 26-27-32-502000-000040) located between Shinn Boulevard and Lake Shore Way and between Cummings Street West and Columbia Street West within the City of Lake Alfred. This fee includes a 10% administrative fee.

Payment shall be made upon receipt of a completed invoice from the COUNCIL. The remainder of the original Agreement shall remain unchanged and enforceable in accordance with the terms and conditions stated.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed Addendum #2 based upon the terms and conditions stated above.

CITY OF LAKE ALFRED

**CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL**

BY: _____
Mayor

Executive Director

City Clerk

Witness

Approved as to legal form and sufficiency:

City Attorney

Council Attorney

ADDENDUM #2 ATTACHMENT A

SCOPE OF WORK

The following Scope of Work is incorporated into the existing agreement as additional services to be provided.

I. PHASE II ENVIRONMENTAL SITE ASSESSMENT

The COUNCIL shall coordinate with its Brownfields environmental consultants for the completion of a Phase II Environmental Site Assessment (ESA) for the 1.59 acre site contained within Polk County Parcel Numbers 26-27-32-501000-005110 and 26-27-32-502000-000040) located between Shinn Boulevard and Lake Shore Way and between Cummings Street West and Columbia Street West within the City of Lake Alfred.

American Society for Testing and Materials (ASTM) Standard Practice E1527-13 defines a Recognized Environmental Condition (REC) as: the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.

Background

A Phase I ESA was recently completed for the subject property that revealed evidence suggesting potential impacts to the subject property related to on-site and off-site RECs including:

- Former on-site manufacturing plant that stored, handled, and likely disposed hazardous materials and/or hazardous waste on-site. Residual hazardous material may remain on the property (based on observation of an open drum of unidentified material within the former manufacturing plant).
- Former on-site and contiguously-adjacent lands being used as large-production citrus groves, with apparent fruit-packing warehouses located both on-site and on a contiguously-adjacent parcel. This is identified as an REC due to the known historical use of arsenic and petroleum-based products prior to regulations prohibiting their use.
- Former contiguously-adjacent railroad. This is identified due to the historical use of pesticides and herbicides that may have contained petroleum-based products.

The objective of this scope is to determine if impacts related to these RECs have impacted the subject site. Phase II ESAs do not generally require an exhaustive assessment of environmental conditions on a property. As such, this scope may not be sufficient to evaluate the extent and magnitude of subsurface impacts, if present. Additional

sampling/analysis may be required to determine risk associated with a real estate transaction.

Phase II Tasks

The Phase II ESA shall be completed in accordance with the Environmental Protection Agency (EPA) standard for All Appropriate Inquiries established in the Small Business Liability Relief and Brownfields Revitalization Act (the Brownfields Amendments to the Comprehensive Environmental Response, Compensation, and Liability Act) and *ASTM E1527-13 Standard Practice for Environmental Site Assessments* as follows:

Task I: Geophysical Investigation

Due to the potential for buried tanks and/or deleterious materials associated with historical land uses, geophysical surveying services will be provided that will include an integrated approach using two geophysical techniques. These techniques are time domain electromagnetics (TDEM) and ground penetrating radar (GPR). The TDEM and GPR methods are complimentary in that the TDEM method can rapidly assess site conditions and determine the presence of buried metallic debris. If buried metallic objects are encountered, GPR will be used to confirm the TDEM results.

Task II: Field Activities (Soil and Groundwater Assessment)

- A. Conduct a combination of hand auger and direct push technology (DPT) sampling with OVA screening of soils and limited soil sampling. This will include collection of soil cores at twenty-four (24) locations within the subject site boundaries.
- B. OVA screening will be performed at all boring locations to determine if volatile compounds are present, and will occur at two-foot intervals to the water table or limestone, whichever is encountered first (not to exceed 15 feet below surface).
- C. Soil samples will be collected from all 24 of the borings at depths based on OVA screening results and/or visual indications of impacts. If no elevated OVA readings or visible impacts are encountered, samples will be collected from each boring within two feet of the surface for comparison to State cleanup criteria for direct exposure (total of 24 samples).
- D. Soil samples will be submitted for laboratory analysis as follows:
 - 1. Volatile Organic Compounds via EPA Analytical Method 8260 (full list)
 - 2. Petroleum Hydrocarbons via EPA Analytical Method 8270 (full list)
 - 3. 13 Priority Pollutant Metals via EPA Analytical Method 6010/7471
 - 4. Chlorinated Pesticides via EPA Analytical Method 8081
 - 5. Chlorinated Herbicides via EPA Analytical Method 8151
- E. Installation of six (6) temporary shallow groundwater monitor wells in areas deemed

most likely to intercept dissolved-phase impacts. The attached sampling location plan depicts the anticipated locations of wells. However, field observations (such as visibly impacted soils or vapors) and/or the existence of an underground tank may require revisions to the well locations.

- F. Collection of groundwater samples for laboratory analysis for the same parameters/constituents as the soil samples.
- G. Collection of shallow groundwater elevation data to assist in determining the direction of groundwater flow within the boundaries of the subject site.

Task III: Management of Investigative Derived Waste (IDW)

IDW disposal (including tank removal, if found) is not included in this cost estimate. If soil or groundwater exhibiting visual or olfactory indications of contamination is encountered, it will be containerized in 55-gallon drums. If no indications of contamination are detected, the material will be discharged/spread adjacent to the monitor well/soil boring from which it was generated. If laboratory results indicate that the IDW is contaminated above Ch. 62-777 specified CTLs, then a separate cost estimate will be provided for profiling and off-site disposal at a permitted disposal facility. **If an underground storage tank is encountered**, this proposal will be revised and resubmitted based on the tank characteristics and associated costs to properly remove the tank(s) and conduct closure per the requirements of Chapter 62-777, FAC.

Task IV: Report Preparation

Cardno will prepare a Phase II Environmental Site Assessment Report to summarize the results of the above assessment activities in general compliance with *ASTM Method E 1903-11 Standard for Phase II ESAs*. Data will be summarized in tables and figures and field notes and laboratory analyses will be included for reference. Recommendations will also be included for additional assessment or for remedial planning activities, if required.

Legend

- ▲ = soil boring/collection and groundwater collection
- ⊗ = soil boring only

General Scope:

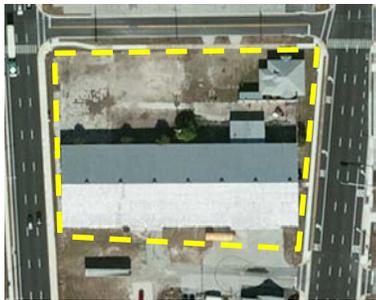
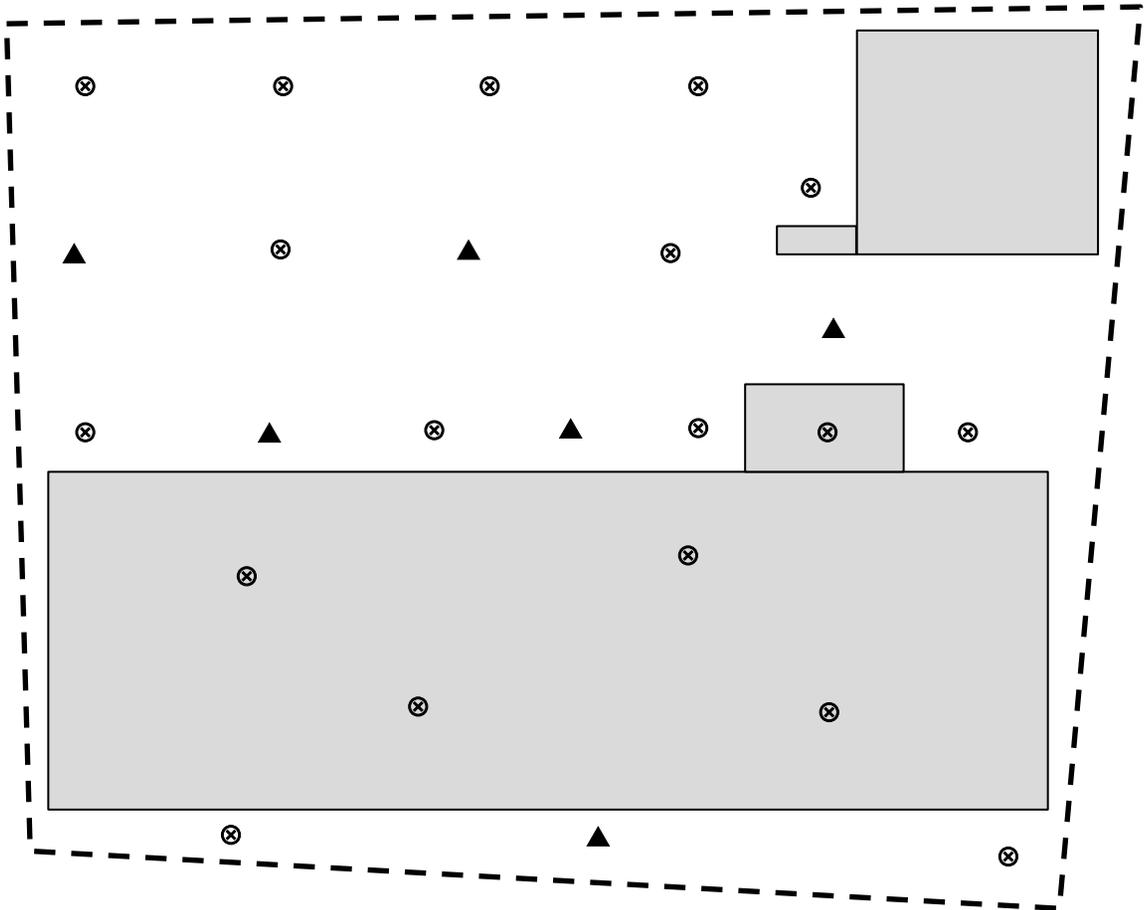
- 24 soil borings to water table (approx 8' bls)
- Screening at two-foot intervals to water table
- Collection of one soil sample from above the water table at each boring for lab analysis (total of 24 samples for analysis) – pending OVA screening and field observations
- Installation of 6 temp wells/groundwater samples

Analysis Methods (24 soil and 6 gw)

- 8260 – full list
- 8270 – full list
- 13 Priority Pollutant Metals
- Pesticides
- Herbicides

Notes:

- Boring locations/well placements subject to change based on geophysical survey results and/or field observations during assessment activities.
- Dashed Line = Approximate Parcel Boundary (For reference purposes only, not a map of survey)



100 W Cummings Street

Lake Alfred, Polk County, Florida
Parcel ID Nos. 26-27-32-501000-005110 and
26-27-32-502000-000040

Proposed Sampling Locations

1 Executive Summary

Cardno has completed a Phase I Environmental Site Assessment of the property located at 100 West Cummings Street, Lake Alfred, Polk County, Florida (Parcel ID Nos. 26-27-32-501000-005110 and 26-27-32-502000-000040). The study property is herein referred to as "the subject site/property" or "the site." The site consists of approximately 1.6 acres of land (as depicted in **Figures 1 and 2**), with a property use code of "vacant commercial."

This assessment was performed to satisfy the requirements of the Client (Central Florida Regional Planning Council) and their assign (The City of Lake Alfred) with respect to potential environmental impairment and liabilities associated with the property due to contamination by hazardous substances, controlled substances or petroleum products on or near the site. This report meets the general requirements for conducting all appropriate inquiry into the previous ownership, uses, and environmental conditions of a property, as specified in 40 CFR Part 312, Standards and Practices for All Appropriate Inquiries. Furthermore, this work was conducted by or under the responsible charge of an environmental professional as defined in 40 CFR §312.10.

ASTM Standard Practice E1527-13 defines a Recognized Environmental Condition (REC) as:

"The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment; or 3) under conditions that pose a material threat of a future release to the environment. The term is not intended to include de minimis conditions that generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies."

A Controlled Recognized Environmental Condition (CREC) is:

"A recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls)."

ASTM Standard Practice E1527-13 defines a Historical Recognized Environmental Condition (HREC) as:

"A past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls."

1.1 Findings and Conclusions

Cardno has performed this Phase I Environmental Site Assessment (ESA) of the subject site in general conformance with the scope and limitations of ASTM Standard Practice E1527-13. Any exceptions to, or deletions from, this practice are described in Section 2.0 of this report. This assessment has revealed evidence of recognized environmental condition (RECs) within the boundaries of the subject site as follows:

- Former on-site manufacturing plant that stored, handled, and likely disposed hazardous materials and/or hazardous waste on-site. Residual hazardous material may remain on the property (based on observation of an open drum of unidentified material within the former manufacturing plant).
- Former on-site and contiguously-adjacent lands being used as large-production citrus groves, with apparent fruit-packing warehouses located both on-site and on a contiguously-adjacent parcel. This is identified as an REC due to the known historical use of arsenic and petroleum-based products prior to regulations prohibiting their use.
- Former contiguously-adjacent railroad. This is identified due to the historical use of pesticides and herbicides that may have contained petroleum-based products.

These RECs provide the opportunity for on-site subsurface impacts to soil and/or groundwater for petroleum and solvent-based constituents.

Please note: This is a cursory summary of findings. The full report must be read in its entirety for a comprehensive understanding of these conclusions.

1.2 Recommendations

- Additional assessment is recommended if the Client wishes to determine if the RECs listed above have impacted the subject property and/or have created a potential for vapor migration into the existing structures and/or planned development.
- If renovation or demolition is planned for any of the on-site structures, asbestos surveys will be required prior to any destructive activities.