

TAB 5

EDENFIELD PROPERTY SITE ASSESSMENT

EDENFIELD SITE ASSESSMENT

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

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

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

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

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

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

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

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

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

QUESTIONS:

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

**EDENFIELD
PROPOSED
WORK ASSIGNMENT**

MALCOLM PIRNIE, INC.

WORK ASSIGNMENT NO. 1

CHANGE ORDER NO. 1

Site Assessment and Remediation of Edenfield Property

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

TITLE OF THE PROJECT: Edenfield Property- Change Order No. 1
Site Assessment and Remediation
Project No. 93-142

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

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

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

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

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

Attest: _____
MALCOLM PIRNIE, INC.
By: _____

Secretary (Printed name/title) Date

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

CITY OF PALMETTO, FLORIDA

By: _____

(Printed name/title) Date

EDENFIELD PROPERTY SITE ASSESSMENT AND REMEDIATION

Scope of Services

Project Background

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

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

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

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

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

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

Phase I – Site Assessment Plan

Task 1.1 - Document Review and Evaluation

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

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

Task 1.2 - Meeting with the City

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

Task 1.3 - FDEP Meeting

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

Task 1.4 - Preparation of Site Assessment Plan

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

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

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

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

Phase I Deliverables:

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

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

Phase II –Site Assessment

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

Task 2.1 - Site Sampling and Analysis

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

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

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

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

Task 2.2 - Site Assessment Report Addendum (SARA)

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

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

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

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

Task 2.3 - City Meetings

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

Task 2.4 - Agency Meetings

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

Phase II Deliverables:

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

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

Phase III –Remedial Action Plan

Task 3.1 – Preparation of Remedial Action Plan

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

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

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

Task 3.2 - City Meeting

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

Task 3.3 - Agency Meeting

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

Phase III Deliverables:

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

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

Phase IV – Site Remediation

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

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

Task 4.1 – Implementation of RAP activities

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

Task 4.2 – Monitoring During and/or After Remediation

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

Task 4.3 – Preparation of RAP Status Report

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

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

Task 4.4 - City Meeting

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

Task 4.5 – Agency Meeting

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

Phase IV Deliverables:

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

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

Phase V – Site Closure Coordination

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

Task 5.1 – Site Closure Selection

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

Task 5.2 – Site Closure Report

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

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

Task 5.3 - City Meeting

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

Task 5.4 – Agency Meeting

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

Phase V Deliverables:

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

Compensation

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

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

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

Edenfield Property Site Assessment and Remediation DRAFT Fee Estimate												
	Title	Sr. Process Engineer	Project Manager	Sr. Professional Engineer/Scientist	Professional Engineer/Scientist	Engineer/Scientist	Sr. Clerical	Total Labor Hours	Total Labor Costs	Expenses	Subcontractors	TOTAL
Rates	\$240	\$185	\$180	\$160	\$120	\$100						
TASK DESCRIPTION												
Phase I Site Assessment Plan												
1.1 Document Review and Evaluation	2	10	0	8	16	0		36	\$5,530	\$100		\$5,630
1.2 City Meeting	2	8	0	4	0	0		14	\$2,600	\$50		\$2,650
1.3 Agency Meeting	1	6	0	4	0	0		11	\$1,990	\$50		\$2,040
1.4 Prepare SAP	4	16	0	40	10	4		74	\$11,920			\$11,920
Subtotal	9	40	0	56	26	4		135	\$22,040	\$200		\$22,240
Phase II Site Assessment												
2.1 Site Sampling and Analysis	2	8	0	48	48	0		106	\$15,400	\$1,000	\$35,000	\$51,400
2.3 Prepare SARA	10	34	0	120	40	10		214	\$33,690			\$33,690
2.4 City Meetings	4	16	0	8	0	0		28	\$5,200	\$100		\$5,300
2.5 Agency Meetings	2	12	0	8	0	0		22	\$3,980	\$100		\$4,080
Subtotal	18	70	0	184	88	10		370	\$58,270	\$1,200	\$35,000	\$94,470
Phase III Remedial Action Plan												
3.1 Prepare RAP	20	30	120	40	40	10		260	\$44,150			\$44,150
3.2 City Meeting	2	8	0	4	0	0		14	\$2,600	\$50		\$2,650
3.3 Agency Meeting	1	6	0	4	0	0		11	\$1,990	\$50		\$2,040
Subtotal	23	44	120	48	40	10		285	\$48,740	100		\$48,840
Phase IV Site Remeditation												
4.1 Implementation of RAP Activities (TBD)	0	0	0	0	0	0		TBD	TBD	TBD	TBD	\$500,000
4.2 Post Remediation Monitoring	0	16	4	20	50	0		90	\$12,880	\$3,000	\$5,500	\$21,380
4.3 Preparation of RAP Status Report	4	12	8	24	8	4		60	\$9,820			\$9,820
4.4 City Meeting	2	8	0	4	0	0		14	\$2,600	\$50		\$2,650
4.5 Agency Meeting	1	6	0	4	0	0		11	\$1,990	\$50		\$2,040
Subtotal	53	130	252	148	138	24		745	\$124,770	\$3,300	\$5,500	\$535,890
Phase V Site Closure Coordination												
5.1 Site Closure Selection	4	8	8	4	0	0		24	\$4,520			\$4,520
5.2 Site Closure Report	4	14	36	40	22	4		120	\$19,470			\$19,470
5.3 City Meeting	2	8	0	4	0	0		14	\$2,600	\$50		\$2,650
5.4 Agency Meeting	1	6	0	4	0	0		11	\$1,990	\$50		\$2,040
Subtotal	11	36	44	52	22	4		169	\$28,580	\$100		\$28,680
Totals	91	276	296	440	274	42		1,419	\$233,660	\$4,800	\$40,500	\$730,120
Contingency (30% of Total Estimated Project Cost)												\$219,036
Total Cost Esimtate:												\$949,156

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

SECTION 1

INTRODUCTION AND BACKGROUND

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

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

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

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

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



SCS ENGINEERS

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

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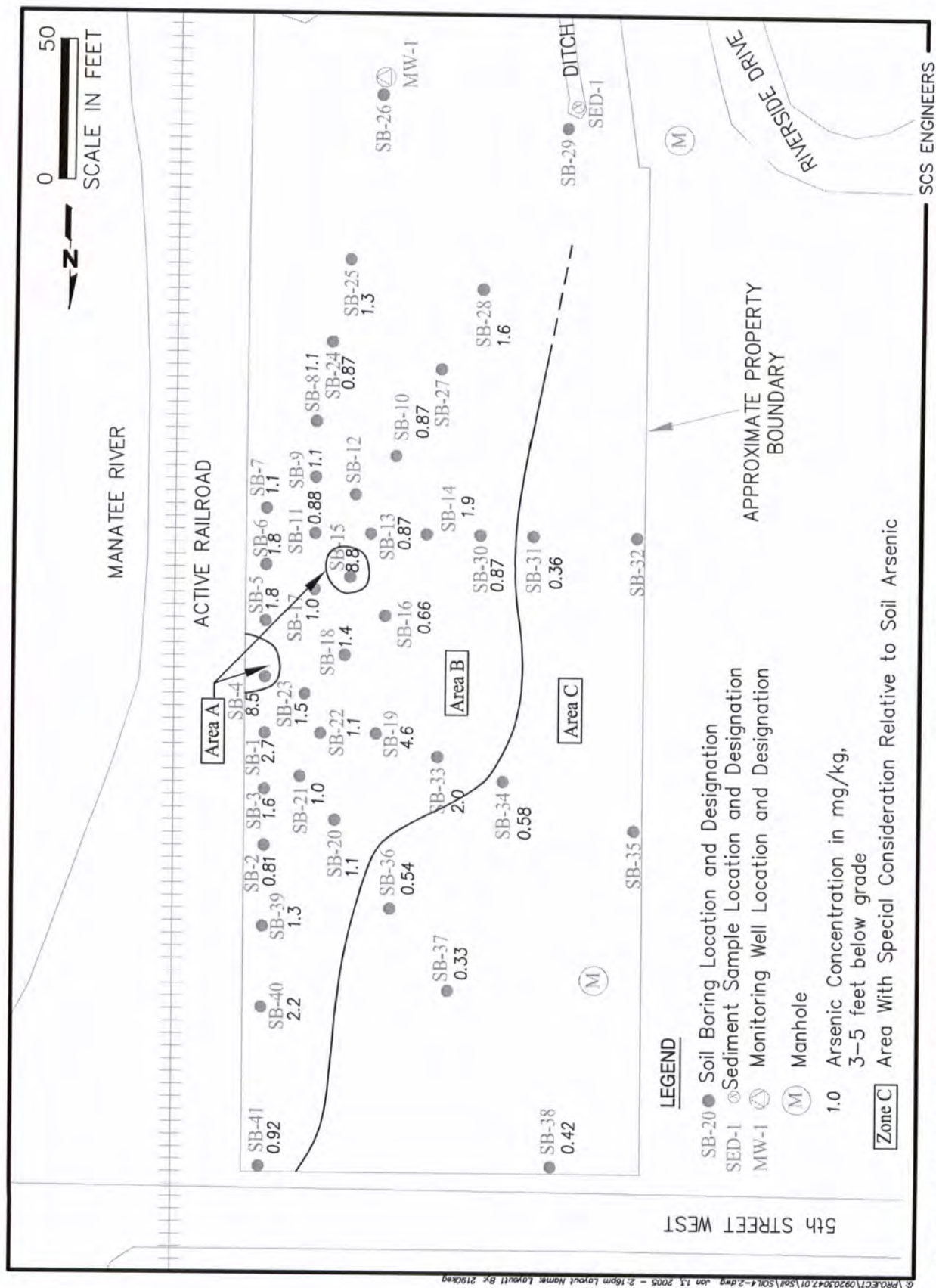


Figure 4-2. Arsenic Concentrations in Soils, 3-5 feet Below Grade, Edenfield Property, City of Palmetto, Florida.

SECTION 4

EVALUATION OF FINDINGS

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

SOIL ARSENIC FINDINGS

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

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

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

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

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

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

DITCH SEDIMENT FINDINGS

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

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

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

Potential Human Health Effects

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

Potential Environmental Effects Through the Food Chain

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

GROUNDWATER QUALITY FINDINGS

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

POTENTIAL SOURCES OF SOIL CONTAMINATION

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

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

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

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

SECTION 5

CONCLUSIONS

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

CONCLUSIONS

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

RECOMMENDATIONS

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

PUBLIC MEETING MINUTES

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

C. FY 2003-2004 Storefront Grant

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

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

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

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

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

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

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

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

F. Authorization to fund file review for Edenfield Property

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

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

G. CRA Attorney Update

❖ No update at this time

H. CRA Executive Director Update

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

E. Edenfield Property

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

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

F. SHIP

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

IV. NEW BUSINESS

A. Approval of Attorney Fees

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

B. New Copier

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

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

C. Challenge Day

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

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

D. Commercial Revitalization Facade Improvement Grants

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

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

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

- 03-SF-07 Bluewater 222 Haben Blvd.

C. 7th Street Signalization

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

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

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

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

E. Parking Garage Discussion

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

F. Great Palmetto Clean-up/Multi Cultural Festival

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

G. DeSoto Grand Parade

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

H. 4th of July Celebration

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

I. Edenfield Property Update

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

POINT PAPER

ENVIRONMENTAL ASSESSMENT OF EDENFIELD PROPERTY

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

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

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

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

POINT PAPER

Securing Edenfield Property June 16, 2008

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

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

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

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

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

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

Alternatives:

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

B- Leave ownership with CRA

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

B- Do nothing

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

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

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

April 14, 2004

Board Members Present:

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

Board Members Absent:

Also Present:

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

I. CALL TO ORDER

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

II. APPROVAL OF AGENDA

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

III. OLD BUSINESS

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

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

B. Selection of Developer for the Waterfront Development Plan

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

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

C. Fencing and Agreement Regarding Edenfield Property

Discussion ensued regarding the contract for the Edenfield property.

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

D. Village of the Palms Update

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

IV. NEW BUSINESS

A. Approval of Attorney Fees

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

B. CRA Office Lease

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

C. Chamber of Commerce Investors' Forum

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

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

D. TKO Shea's

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

E. Executive Director's Contract

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

F. CRA Attorney Update

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

G. CRA Executive Director Update

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

H. CRA Liaison/ Council Member Mary Lancaster

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

K. Citizens' Comments

Eric Ball- 1001 Riverside Drive

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

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

VI. BOARD COMMENTS

Rose Tory

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

Allen Langford

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

Vice-Chairman Zirkelbach

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

Chairman Maloney

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

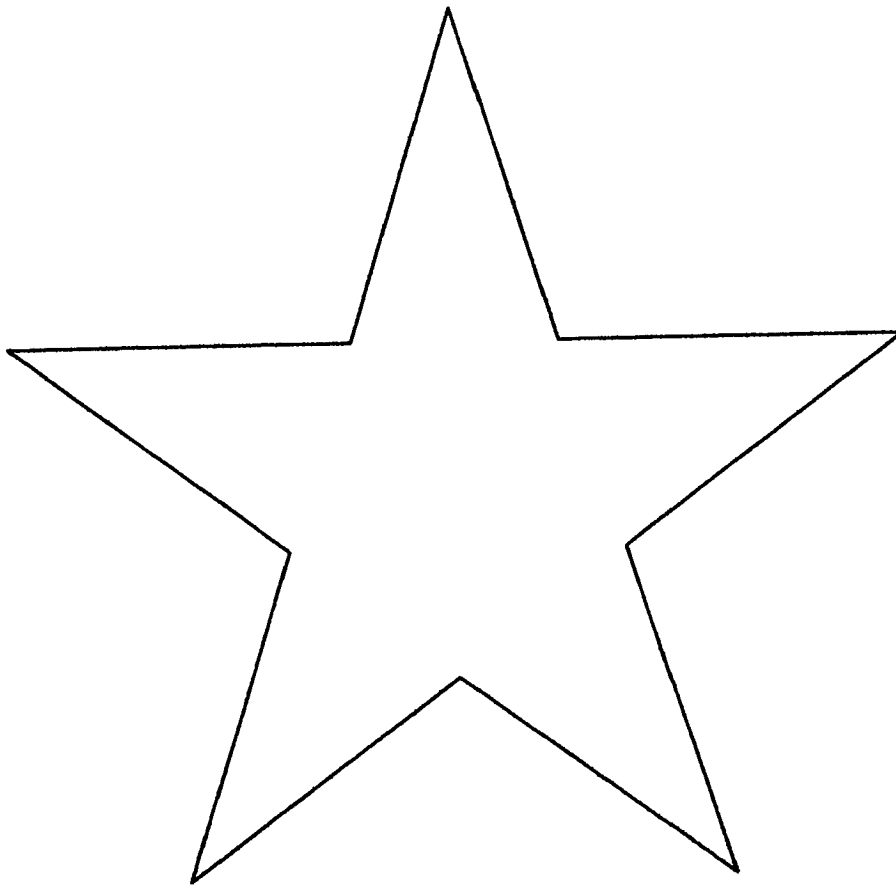
C.J. Czia

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

VII. ADJOURNMENT

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

Attachment B



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assignment. This Agreement may not be assigned.

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

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

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

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

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

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

By: _____
J. Scott Maloney, Chairman
Date: _____

[SIGNATURES AND ATTESTATION OF CITY ON FOLLOWING PAGE]

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

By: _____
LAWRENCE E. BUSTLE, MAYOR
Date: _____

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

By: _____
City Clerk/Deputy Clerk

(Seal)

THIS INSTRUMENT WAS PREPARED BY:

Barbara B. Levin

HARRISON, HENRICKSON, DOUGLASS

KIRKLAND, P.A.

P.O. Box 400

Palmetto, FL 34208

QUIT CLAIM DEED

(Individual to Individual)

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

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

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

See Attached Exhibit "A"

Property ID # 2773100009

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

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

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

Signed, sealed and delivered in the presence of:

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

By _____

Lawrence E. Bustle, Mayor

Witness Signature

Printed Name

Witness Signature

Printed Name

AS TO GRANTOR

EXHIBIT "A"

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

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Fax: (941) 753-7557
www.arrowfencesystems.com

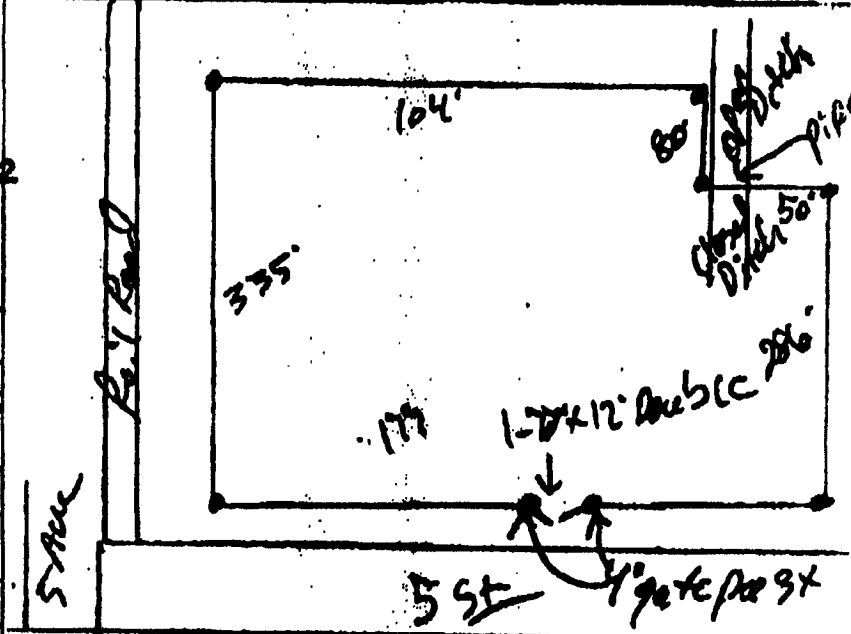
- ☐ Top Rail of Fence to Follow Gr.
☐ Be Level with Lowest Gr.
☐ Be Level with Highest Gr.

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

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

PROPOSAL NO. 3-19-04
DATE 3-19-04
CITY Palmetto, FL
JOB NAME & LOCATION 1032-72nd Chainlink
LEAD MAN 96a
HELPER 2-4' gate post
CITY Palmetto, FL
JOB NAME & LOCATION 6-2 1/2' corner terminals
LEAD MAN 1 1/2" top rail
HELPER 2" line post
CITY Palmetto, FL
JOB NAME & LOCATION 1-72"x12" double swing
LEAD MAN All post & top rail Sch 40
HELPER All post set in concrete
CITY Palmetto, FL
JOB NAME & LOCATION TOTAL - \$841.21
LEAD MAN confirm measurements
HELPER before job started
CITY Palmetto, FL
JOB NAME & LOCATION Thank you for business
LEAD MAN Please call Mark
HELPER
CITY Palmetto, FL
JOB NAME & LOCATION
LEAD MAN
HELPER
CITY Palmetto, FL
JOB NAME & LOCATION
LEAD MAN
HELPER

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



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

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

Location of property lines and/or underground objects or utilities and obtaining building permits are the responsibility of the owner. Unless specified, quotations do not include grading, brushing or jackhammer work, which is charged by the hour as needed. Arrow Fence Systems, Inc. reserves the right to repossess all material delivered to or installed on the job if payment is not made as specified. The customer agrees to hold Arrow Fence Systems, Inc. harmless for all claims arising from questions of survey of said property, of location of said lines and from personal injury, property damage or loss from or by means of the installation of said fence material. Not responsible for loss due to wind, rain, flood or other natural causes. This price becomes a contract when accepted by the parties. Interest will be charged at 1 1/2% per month on accounts over 30 days. Cost of collection and attorney fees, if any, will be added. Contract based upon Lump Sum Contract.

EDENFIELD HISTORY

MEMORANDUM

TO: CRA Board
Barbara Levin, Esq.

FROM: Tanya Lukowiak, Executive Director

DATE: March 3, 2004

RE: Edenfield Property

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

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

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

TABLE 1. CHRONOLOGY OF EDENFIELD PROPERTY ENVIRONMENTAL ACTIVITIES

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

Table 1, Continued
Page 2 of 8

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

Table 1, Continued
Page 3 of 8

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

Table 1, Continued
Page 4 of 8

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

Table 1, Continued
Page 5 of 8

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

Table 1, Continued
Page 6 of 8

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

Table 1, Continued

Page 7 of 8

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

Notes:

Prepared from review of City and FDEP files.

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

October 14, 2003.

Persons referenced:

Barron – FDEP employee.

Bustle – Mayor.

Cathey – FDEP employee.

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

Dole – Mayor.

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

Gonsalvez – FDEP employee.

Hadzima – City of Palmetto Public Works Director.

Hickey – City of Palmetto Public Works Director.

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

Masio – Attorney with McGuire & Parry.

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

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

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

Taylor – City of Palmetto Public Works Director.

Tippin – FDEP employee.

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

Zumani – FDEP employee.

Abbreviations used:

CRA – Community Redevelopment Agency.

JEA – Jones, Edmonds and Associates, Inc.

RCRA – Resource Conservation and Recovery Act.

SQG – Small quantity generator.

WCT – West Coast Tomato, Inc.

Symbols used:

As – arsenic

Ba – barium

Cr – chromium

Pb - lead

FILE
cc: All listed
w/ 2 attachments

Mike Hickey

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

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

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

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

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

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

2. Edenfield Property & DEP testing etc.

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

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

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

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

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

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

with it.

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

Department of Public Works

600 17th Street

Palmetto, FL 34221

941-723-4580 Phone

941-723-4530 FAX

mhickey@palmettofl.org

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

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

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

To: Mike Hickey

Cc: Larry Bustle; Karen Conlon; Patricia Petruff

Subject: C/Palmetto Audit Letter

Mike;

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

Those are:

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

Please send info to both Petruff and myself.

Thanks,
Alan

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Jeb Bush
Governor

Department of Environmental Protection

Southwest District
3804 Coconut Palm Drive
Tampa, Florida 33619

PROJECT FILE

93-142

FILE

cc Engineering
Operations
Hes
M 7/3

David B. Struhs
Secretary

June 26, 2001

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

Copy

RECEIVED

JUN 27 2001

PUBLIC WORKS
DEPARTMENT

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

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

Dear Mr. Hickey:

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

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

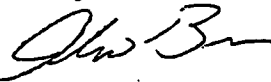
1. Soil samples collected at SB-1 and SB-11 (Figure 2) document arsenic concentrations are above the industrial soil guidance concentration. Additional soil borings are necessary to delineate the vertical and horizontal extent of contaminated soil on this property.
2. Analytical data in Attachment 4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

"More Protection, Less Process"

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

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

Sincerely,



Andrew Barron
Environmental Specialist
Waste Cleanup Section

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