



CITY OF AVON PARK

Highlands County, Florida

110 East Main Street

Avon Park, Florida 33825

April 8, 2015

Avon Park City Council
110 East Main Street
Avon Park, Florida 33825

Dear Council Members:

Pursuant to City Ordinance No. 874, you are hereby notified of a Regular Meeting of the City Council on Monday, April 13, 2015, at 6:00 p.m., in the City Council Chambers located at 123 East Pine Street, Avon Park, Florida. If you are unable to attend, please contact me at 452-4403.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julian Deleon", is written over a horizontal line.

Julian Deleon
City Manager



CITY OF AVON PARK
Highlands County, Florida

CITY COUNCIL REGULAR MEETING
CITY COUNCIL CHAMBERS
123 E. Pine St., Avon Park, FL
April 13, 2015
6:00 PM

A. OPENING

1. Invocation
2. Pledge of Allegiance
3. Roll Call

B. CITIZENS/OUTSIDE AGENCIES

C. CONSENT AGENDA:

4. Approve Regular Minutes, March 23, 2015
- 5.

D. COMMITTEE REPORTS/ ATTY UPDATES/ ANNOUNCEMENTS/ PRESENTATIONS:

E. ADMINISTRATIVE:

8. Brickell Building Marketing panel/committee
9. Ag Flying Services contract
10. Agreement with ECT for contaminant extension of second contaminated site at airport
11. Jahna Concrete lease addendum

G. CITIZENS PARTICIPATION

H. ADJOURN

Any person who might wish to appeal any decision made by the City Council of the City of Avon Park, Highlands County, Florida, in public hearing or meeting is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based. Any person with disabilities requiring accommodations in order to participate should contact the City Manager prior to the meeting.

CITY COUNCIL REGULAR MEETING MINUTES
Council Chambers – 123 E. Pine St., Avon Park, FL
March 23, 2015
6:00 PM

C-4

Members Present: Mayor Sharon Schuler, Deputy Mayor Brenda Giles, Councilman Parke Sutherland, Councilman Terry Heston, Councilman Garrett Anderson.

Members Absent: None

Others Present: City Manager Julian Deleon, and Administrative Services Director Maria Sutherland, Attorney Gerald T. Buhr, Members of Press and Audience.

Mayor Sharon Schuler called the meeting to order at 6:00 P.M. The invocation was given and the Pledge of Allegiance was recited. The roll was called and a quorum was present.

CONSENT AGENDA: City Manager Julian Deleon presented the Consent Agenda:

APPROVE REGULAR MINUTES MARCH 9, 2015

EMERGENCY PURCHASE OF CLARIFIER FOR WWTP

APPROVE LOWEST BID FOR WINDOW REPAIRS AT CITY HALL

PIGGYBACK BID FOR RECREATION CENTER FLOORING.

Motion by Councilman Parke Sutherland, Seconded by Deputy Mayor Brenda Giles to approve Consent Agenda as presented. Motion passed unanimously.

COMMITTEE REPORTS/ATTY UPDATES/ANNOUNCEMENTS/PRESENTATIONS:

City Attorney Gerald T. Buhr spoke regarding the Golf Cart Ordinance. Paul Rogers, spoke regarding the Crystal Lake considering Golf Cart on the streets of Crystal Lake. He requested that a meeting be set up in January 2016 when most of the residents of Crystal Lake are in attendance. It was suggested that a work shop be set up and the staff do a study on the safety of Golf Carts at Crystal Lakes. January 25, 2016 was set to discuss the issue.

ADMINISTRATIVE:

Jeff Schmucker updated Council of the Planning and Zoning board's discussions regarding residential use and commercial uses in C-4 similar to the C-2, yet not as intensive as C-2. He explained they were going to explore a "walking tour" to get some ideas of what was going on in the downtown area. Jean Jordan addressed the Council not to add any new residential area in the Historical downtown area. Ms. Jordan explained there would be another Board Meeting to discuss this matter. It was suggested it might be a good idea to have a joint meeting between the Council and the Planning and Zoning Board.

ANALYSIS FOR THE ANNUAL AIRPORT DEFICIT ACCUMULATION: City Manager Julian Deleon provided an overview of the financial health of the Airport. He explained that we had finally broken a 10 year period that we were finally in the black. He suggested that an amortization schedule be set up to pay back the Sanitation Fund and the General Fund. He said he felt optimistic regarding the airport.

AG FLYING SERVICE CONTRACT: Mr. Wise approached the board regarding the inability to obtain liability insurance for chemical contaminations and organic phosphates. City Attorney Gerald Buhr told Mr. Wise that there had to be something set up so the City would not be sole responsible for any contamination. He suggested a bond that would be updated every year to guard against liability for the City. An agreement is still in the drafting process.

BAD DOG ORDINANCE: City Manager Julian Deleon addressed the Council stated the County already provides Animal Control Services and if we wanted to pass an Ordinance then we need to come up with resources, staff to enforce an Ordinance that already is under the County. Attorney Gerald Buhr stated that if the County had jurisdiction in the City that he could do an Ordinance that we would just let the County handle this.

CITIZEN PARTICIPATION: Gay Perry, 912 Palmetto St, said the City was billing her for Garbage while she has gone north. She felt it was unfair. The board explained to her that the Garbage Rate had been reduced three times, and it was spread over 12 months.

Dennis Mungal asked about the Brickell Building. Councilman Parke Sutherland read a letter from the Avon Park Housing Development Corporation withdrawing their offer to purchase the Brickell Building.

Meeting adjourned at 7:46 P.M

ATTEST

Maria Sutherland, City Clerk

Sharon Schuler, Mayor

E 8

Maria Sutherland

From: Julian Deleon
Sent: Tuesday, April 07, 2015 9:29 PM
To: Maria Sutherland; Bonnie Barwick
Cc: Garrett Anderson; Parke Sutherland; Sharon Schuler; Brenda Giles; Terry Heston
Subject: Agenda--Brickell marketing panel members

Maria-- please add this as an agenda item for discussion. You can just print and assign agenda item number.

Background: staff is recommending for Council to appoint a group of citizens that can evaluate a marketing plan for the Brickell building.

I have received interest from Jean Jordan, Charles Devlin has also expressed interest in serving.

I would recommend a panel not to exceed six members. Please evaluate your nominees based on knowledge of real estate, commercial business developments, and zoning background.

Julian Deleon, City Manager
863-452-4403

Sent from my iPhone

Agenda Item Summary

April 13, 2014

Subject: Lease agreement with Ag-Flying business/ Jerry Wise

Item No. *E 9*

Placed on Agenda by: M Sutherland

Total Amount of Project:

Staff Review: Yes

Attorney Review: N/A

Supporting documentation: Agreement

The City of Avon Park, Florida Airport Commercial Lease Agreement

THIS LEASE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2015, by and between the **City of Avon Park**, a municipal corporation of the State of Florida, herein called "LESSOR," and **AG Flying Service, Inc.**, an Alabama corporation, herein called "LESSEE."

1. THE LEASE: LESSOR is the owner of the Avon Park Airport in the County of Highlands, State of Florida (the "Airport") where the Premises (as hereinafter defined) are located. LESSOR desires to lease the Premises to LESSEE, subject to all applicable federal and state grants and loans, federal and state statutes and rules, City ordinances and resolutions as amended from time-to-time, and the terms and the conditions contained in this Agreement, including exhibits, and the Airport Code and Rules and Regulations as adopted by the City Council of LESSOR (hereinafter collectively, "LESSOR's Rules"). LESSEE wishes to lease the Premises from LESSOR, subject to LESSOR's Rules and the terms and conditions provided in this Agreement.

2. TERM: The term of this LESSEE's lease shall commence, as to Premises 1 (as hereinafter defined) and Premises 2 (as hereinafter defined) on the _____ day of _____, 2015. The term of LESSEE's lease for Premises 1 shall continue for a period of two (2) years and end on the _____ day of _____, 2016, unless sooner terminated as otherwise provided for in this Agreement. The term for Premises 2 shall continue for twenty (20) years from the Completion Date (as hereinafter defined) of the Improvements (as hereinafter defined) on Premises 2. Not less than one month prior to the termination of the term for each of the Premises, LESSOR or its agents may enter the Premises to conduct an environmental assessment using the non-refundable fee provided for that purpose as stated hereinbelow. The cost of such assessment shall be split equally between LESSOR and LESSEE.

2.1 RELOCATION: Until the Completion Date, LESSOR shall have the right, in LESSOR'S sole discretion, to relocate LESSEE from Premises 1, at LESSEE'S expense, to another, reasonably comparable, location within the Airport, subject to the same terms and conditions provided for herein for lease of Premises 1. Said relocation shall be evidenced by a written addendum to this Agreement, executed by the parties. Should the parties be unable to agree on a new location, LESSOR or LESSEE may terminate the lease of Premises 1 by providing fifteen (15) days' written notice of termination. LESSOR shall give LESSEE at least sixty days (60) days of notice of a proposed relocation.

2.2 ENVIRONMENTAL CONTAMINATION: Notwithstanding anything contained in this Agreement to the contrary, LESSEE shall be responsible for, and shall pay the costs of, any and all environmental remediation, to the extent necessary, to return

the Premises, to its pre-lease condition. The parties agree that unless the pre-lease environmental assessment and LESSEE's own inspection and report to LESSOR provide proof of contamination, Premises 2 shall be considered absent of contamination of any kind in pre-lease condition.

3. PREMISES: The properties leased to LESSEE under this Agreement shall be as described in Exhibit "A" (as to "Premises 1") and Exhibit "B" (as to "Premises 2"), each attached hereto and incorporated herein by reference. Unless expressly stated otherwise, the "Premises", as used in this Agreement, shall be construed to refer to both Premises 1 and Premises 2. While this Agreement is in effect, LESSEE shall have the right to use only (i) the Premises, during the respective terms, and (ii) those other areas within the Airport shown on Exhibit "C", attached hereto and incorporated herein by reference, (the "Common Areas"), during the longer of the term for Premises 1 or Premises 2. Such use shall be in compliance with LESSOR's Rules. LESSEE has inspected the Premises, including any environmental assessment for any alleged existing or background contamination, and accepts the Premises AS-IS and WHERE-IS. LESSOR makes no representation or warranty whatsoever as to the condition of the Premises. As used in this Agreement, the term "Premises" refers to the real property described herein and, except as otherwise provided herein, to any improvements located or to be located in or on those Premises.

4. USE: LESSEE shall use the Premises in a manner consistent with LESSOR's Rules and only for proper storage of aviation fuel, temporary, active fueling of airplanes, temporary storage and loading of agricultural chemicals into airplanes, and for no other activity. All waste products from any use of the Premises or the Common Areas by LESSEE or LESSEE's guests, invitees, employees, contractors, agents or assigns shall be immediately removed from the Airport in a manner consistent with LESSOR's Rules. Waste containers shall not be shredded or otherwise held or disposed of at any location within the Airport or any other LESSOR owned property. Premises 1 is a temporary location for LESSEE to conduct its business until such time as the Improvements are completed on Premises 2. Premises 2 is the permanent location, subject to this Agreement.

4.1 FURTHER LIMITATIONS: No business or commercial enterprise of any nature or kind whatsoever shall be conducted on the Premises other than as stated in Section 4. LESSEE agrees that no gasoline, combustible materials or other "hazardous substances" as defined in Section 29 will be stored on the Premises other than within the designated areas within proper containment structures as permitted by applicable law and LESSOR's Rules and approved by LESSOR. LESSEE shall keep the Premises reasonably free of all trash, debris, and garbage so as not to allow any unsightly appearance or any unsanitary condition to exist on or around the Premises. LESSEE shall not carry on an activity in or about the Premises, which, in the opinion of LESSOR, shall be detrimental or annoying in any way to the tenants of other units or to LESSOR, nor shall LESSEE carry on any activity which shall damage the Premises or other units or the Common Areas in any way. LESSEE shall not reside at the Premises, nor shall LESSEE conduct any other unlawful, improper, or offensive use of the Premises. LESSEE shall comply with all federal, state, and local laws applicable to such use.

4.2 TEMPORARY PREMISES CONDUCT OF BUSINESS: Although LESSEE is being allowed the temporary use of Premises 1, LESSEE shall conduct all business and provide all environmental protections as to Premises 1, as may be required under this Agreement, or otherwise directed by LESSOR.

5. THE IMPROVEMENTS: LESSEE agrees to construct, at LESSEE's expense and subject to LESSOR's approval, certain improvements ("Improvements") on Premises 2 as may be necessary or appropriate for the uses described in Section 4, above. All Improvements or other construction shall be in compliance with federal, state, and local laws and ordinances, including without limitation, such laws and ordinances regarding petroleum storage tanks and facilities, and airplane fueling, chemical storage, chemical mixing, and chemical loading activities. Such Improvements shall, at a minimum, include substantial impermeable flooring for fuel and chemical containment and removal or recycling facilities such that any spilled or released chemicals or fuel will be fully contained within the Improvements and either lawfully reused or removed from the Airport for proper disposal. Such containment area and other operations of LESSEE shall be within an enclosed and covered hanger. Such Improvements shall be constructed within the following schedule, or LESSEE shall be in breach of this Agreement, and be required to quit the Premises within thirty (30) days:

5.1 Design: LESSEE's proposed design of the Improvements, with all required approvals of any government agency(ies) other than LESSOR, must be completed by _____, 2015, and submitted to LESSOR for approval.

5.2 Review and Comment: LESSOR shall give LESSEE comments and required changes to LESSEE's proposed design, or approve such proposed design as is, within fifteen (15) days of receipt. If LESSOR provides comments or requires changes to a proposed design, LESSEE shall address such comments and/or changes and provide a revised proposed design within fifteen (15) days of receipt of LESSOR'S notice.

5.3. Final Design: LESSEE shall not begin construction of any proposed design until such proposed design has been approved by LESSOR without any required changes (the "Final Design"). Such approval must be in writing, executed by LESSOR, and may not be presumed by LESSEE solely on the basis of LESSOR's failure to provide comments and/or required changes as provided for in Section 5.2, above.

5.4 Final Approval: Upon approval of the Final Design by LESSOR, LESSEE shall commence construction of the Improvements as provided below. If a Final Design has not been approved by LESSOR on or before _____, 2015, LESSOR may, in LESSOR's sole and absolute discretion, terminate this Agreement.

5.5 Financial Assurances: Within twenty (20) days of LESSOR's approval of a Final Design, LESSEE shall provide LESSOR with reasonable assurances that LESSEE will be financially capable of constructing the Improvements within the schedule provided herein. Such financial assurances must include a financial institution

commitment for such financing, a letter of credit for such financing, or such other assurances acceptable to LESSOR, in LESSOR's reasonable discretion.

5.6 Contractor Selection: Within thirty (30) days of LESSOR's approval of the Final Design, LESSEE shall contract for construction of the Improvements (the "Construction Contract"). The Construction Contract shall be subject to the approval of LESSOR, in LESSOR's reasonable discretion, and shall name LESSOR as a third party beneficiary. The Construction Contract shall provide that construction of the Improvements shall be completed, in compliance with LESSOR's Rules and occupancy ready by LESSEE, by the earlier of (i) within _____ days of commencement of construction, as provided for in Section 5.7, below, or (ii) _____, 2016 (the "Completion Date"). If construction of the Improvements is not completed by the Completion Date, the Construction Contract shall provide for damages to be paid to LESSOR in the amount of \$250 per day, and the parties hereto acknowledge and agree that that such liquidated damages represent a fair and reasonable estimate of the damages that LESSOR would suffer if construction of the Improvements is not timely completed. LESSEE shall provide performance bonds, material payment bonds, and labor payment bonds in an amount equal to one hundred percent (100%) of the Construction Contract sum, reasonably satisfactory to LESSOR.

5.7 Commencement of Construction: LESSEE shall cause construction of the Improvements to commence not later than thirty (30) days from execution of the Construction Contract and continue with all due haste to completion by the Completion Date.

6. Final Approval and Occupancy of Improvements: Upon completion of construction, LESSOR shall inspect and give final approval, in LESSOR's reasonable discretion, of the Improvements. LESSEE shall thereafter occupy solely Premises 2, and LESSEE's lease for Premises 1 shall automatically terminate, without further notice, effective fifteen (15) days after written notice of LESSOR's final approval of construction as provided for in this Section. On or before the date of termination of LESSEE's lease for Premises 1, LESSEE shall vacate Premises 1 and surrender it to LESSOR as provided in this Agreement. Upon LESSOR's final approval, pursuant to this Section, the Improvements shall become the sole property of LESSOR, with LESSEE having the right to occupy Premises 2 as provided in this Agreement. All insurance policies required hereunder shall provide full insurance for the Improvements and Premises 2.

7. RENT: LESSEE hereby agrees to pay LESSOR monthly rent, due on the first of each month, at the following rates during the term of this Agreement ("Rent"):

7.1. PRIOR TO FINAL APPROVAL: Prior to LESSOR's final approval of the Improvements, pursuant to Section 6, above, LESSEE shall pay LESSOR Rent as follows:

Rent/Month	<u>\$ 1459.25</u> plus taxes, per Section 31, below
Deposit on Premises:	<u>\$4684.20</u>
Non-Refundable Environmental Assessment Fee	\$10,000

7.2. AS OF FINAL APPROVAL: As of the date of LESSOR's final approval of the Improvements, pursuant to Section 6, above, LESSEE shall pay LESSOR Rent as follows:

Rent/Month	<u>\$ 1459.25</u> plus taxes, per Section 31, below
Deposit on Premises:	<u>\$4684.20</u>
Non-Refundable Environmental Assessment Fee	<u>\$10,000</u>

LESSEE shall pay to LESSOR any increases in deposits or environmental assessment fees incurred as of the date of LESSOR's final approval of the Improvements within fifteen (15) days of such final approval, and any increases thereafter shall be paid to LESSOR within fifteen (15) days of written demand by LESSOR. After LESSOR's final approval of the Improvements, pursuant to Section 6, above, Rent, including any deposit and any environmental assessment fee, shall be adjusted each year of the term for lease of Premises 2 by the percentage increase in the Chained Consumer Price Index ("CPI") for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI shall cease to be published, there shall be substituted therefor a price index (or combination of indices, with such adjustments as may be required to afford comparability) published by the Bureau of Labor Statistics or its successor government agency, which is intended to be representative of substantially similar changes in the cost of living.

7.3 ADDITIONAL PAYMENTS BY LESSEE: LESSEE previously occupied that certain property owned by LESSOR and located at _____ (the "Prior Leasehold Premises"). LESSEE acknowledges and admits (i) that LESSEE caused environmental contamination of the Prior Leasehold Premises, and (ii) that, pursuant to the terms of LESSEE's lease for the Prior Leasehold Premises, LESSEE is responsible to pay to LESSOR the costs of remediation of such environmental contamination in the amount of \$91,898.29 (the "Remediation Costs"). LESSEE shall pay to LESSOR the Remediation Costs, together with interest at a rate of five percent (5%) per annum, in regular monthly payments amortized over a term of ten (10) years. The first of such payments, in the amount of \$974.72, shall be due immediately upon execution of this Agreement, and payments shall continue to be due on the first day of each month thereafter until the Remediation Costs are paid in full. Upon termination of this Agreement, for any reason, the unpaid balance of the Remediation Costs shall be

Initial by Lessor: _____

Initial by Lessee: _____

automatically, without further notice or demand, accelerated and shall become immediately due and payable in full. LESSEE's failure to timely make any payment pursuant to this paragraph shall be deemed a material breach of this Agreement and shall be subject to the provisions of Section 10.2, below, for termination of this Agreement and imposition of late fees.

8. INSURANCE: LESSEE is responsible for insuring LESSEE's own contents and that of any of its guests, invitees, employees, contractors, agents, or assigns. In addition, LESSEE agrees to maintain the following insurance written by a company reasonably satisfactory to LESSOR and at LESSEE'S expense:

8.1. GENERAL CAUSALTY AND ENVIRONMENTAL LIABILITY: LESSEE shall, at LESSEE's sole cost and expense, procure and maintain, at all times in full force and effect, a policy or policies of insurance as specified herein, naming LESSOR as an additional insured and covering all public risks related to the leasing, use, occupancy, maintenance, existence or location of the Premises, including but not limited to, any risk to human health or the environment caused by the use and/or release of any petroleum product or any "hazardous substance". LESSEE shall obtain, at its own expense, and keep in effect during the term of this Agreement, Pollution Liability Insurance covering all liability for fines, bodily injury, property damage and environmental damage resulting from sudden accidental as well as gradual releases of hazardous substances, petroleum products of any kind, and other pollutants, and related cleanup costs incurred, arising out of the use of the Premises for any reason, including without limitation, fueling and handling of chemicals to be performed within the Premises. Limits of coverage per occurrence shall not be less than \$1,000,000. Aggregate limits of coverage shall not be less than \$2,000,000. Such policy shall specifically include insuring the activity of storing and handling of the fuels used or kept at the Premises as well as commercial general liability, as well as any pollution caused by any spill, release or escape of such fuels from the containment vessels, whether by slow leak, catastrophic release, or due to the loading or fueling activities, or any violation of any federal or state environmental statute or regulation or this Agreement. Such policy or policies shall include provision for payment of the LESSOR's costs for performing any environmental assessments, if such further assessments are required or prudent to ascertain the extent of pollution. Such policy or policies shall comply with the requirements of the Attorney for LESSOR and outside insurance consultants retained by Lessor, regardless of the requirements provided in the statements contained herein. Such insurance policy or policies shall contain the coverage limits provided in this Section. Said limits may be revised upward on an annual basis at LESSOR's option, and LESSEE will so revise such amounts within thirty (30) days following notice to LESSEE of such requirements or quit the Premises. LESSEE shall maintain said insurance with insurance underwriters authorized to do business in the State of Florida, and AM Best rated at least as an A+ insurer. As Exhibit "D", LESSEE shall furnish LESSOR with a certificate of insurance as proof that such coverage has been procured, and LESSEE shall maintain such insurance during the term of this Agreement or any renewal thereof. Said insurance

coverage procured by LESSEE as required herein shall be considered, and LESSEE agrees that said insurance coverage LESSEE procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to LESSOR, and that any other insurance or self-insurance available to LESSOR shall be considered secondary to, or in excess of, the insurance coverages procured by LESSEE as required herein. The certificate shall contain a waiver of any right of subrogation against LESSOR and shall name LESSOR as an additional insured and the policy or policies shall have a ninety (90) day notice in favor of LESSOR prior to any cancellation or substantial change in coverage. Any of the above requirements not insurable by LESSEE shall be secured by a surety bond in the amount and form acceptable to LESSOR.

8.2. NO EXTENSION OF LIABILITY: Nothing in this Agreement shall be construed to extend LESSOR's liability beyond that provided in Florida law, including without limitation, the limitations provided in Section 768.28, Florida Statutes.

8.3 CONDITIONS: It is further agreed that LESSEE shall not do or permit to be done anything upon any portion of the Premises or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policies upon the Premises, by its existence exempt an insurer from coverage for liability or casualty, in any way increase the rate of insurance upon the Premises, or which will in any way obstruct or interfere with the rights of other tenants at the Airport.

8.4 ENFORCEMENT: In the event that LESSEE shall at any time fail to furnish LESSOR with the certificate or certificates of insurance required, or allow such policy or policies to lapse, LESSOR shall have the right to secure the required insurance at the cost and expense of LESSEE, and LESSEE agrees to promptly reimburse LESSOR for the cost thereof, which costs shall be additional Rent hereunder.

9. INDEMNIFICATION: LESSEE shall defend, indemnify, and hold harmless LESSOR and all of LESSOR's officers, agents, officials, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, expert witness fees, paralegal costs, attorneys' fees, and court costs, whether incurred at the trial or appellate level, which may arise because of the negligence (whether active or passive), misconduct, including without limitation any contamination of the Premises by hazardous wastes, petroleum products or any other pollutants, or any form of environmental liability under any applicable federal, state or local environmental law, or other fault, in whole or in part (whether joint, concurrent, or contributing), of LESSEE, LESSEE's officers, agents, contractors, or employees in performance or non-performance of LESSEE'S obligations under this Agreement. Without limiting the foregoing, LESSEE further covenants to hold LESSOR harmless from all claims, demands, damages, fines, costs, cleanup, attorneys' fees, and court costs arising from LESSEE'S discharge and/or release (either intentional or accidental, at trial and appeals) of any hazardous substance and/or any petroleum or fuel or benzene to the soil, air, water, or waste water treatment facility. LESSEE recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to LESSOR when necessary, and voluntarily makes this

covenant and expressly acknowledges the receipt of such good and valuable consideration provided by LESSOR in support of these indemnification, legal defenses and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement.

9.1 NO WAIVER: Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve LESSEE of its liability and obligation to defend, hold harmless, and indemnify LESSOR as set forth in this Section.

9.2 NO EXTENSION OF LIABILITY: Nothing in this Agreement shall be construed to extend LESSOR's liability beyond that provided in federal or Florida law, including without limitation, Section 768.28, Florida Statutes.

9.3 RIGHT OF ENTRY: LESSOR may enter the Premises at any time during the term of this Agreement to ascertain compliance with Environmental Laws (as hereinafter defined) and this Agreement.

10. TERMINATION: In addition to any other grounds provided for herein for LESSOR's termination of this Agreement, LESSOR can terminate this Agreement under the following conditions:

10.1 FOR CAUSE: LESSOR may terminate this Agreement for cause, other than nonpayment of Rent, or any other payment required herein, by giving LESSEE fifteen (15) days' advance written notice and an opportunity to cure. For the purpose of this provision, "cause" is defined as failure to comply with LESSOR's Rules or this Agreement. If LESSEE's breach pursuant to this provision cannot reasonably be cured within fifteen (15) days, LESSEE shall commence cure within fifteen (15) days and shall have a reasonable period in which to complete said cure, not to exceed thirty (30) days. Notwithstanding anything else contained herein, LESSEE's violation of the "Environmental Protection" Section (Section 29) of this Agreement (including subsections), may, at LESSOR's sole discretion, be deemed cause for immediate termination and removal of LESSEE from the Premises.

10.2 NON-PAYMENT: LESSOR may terminate this Agreement for nonpayment of Rent, or any other payment required herein, by giving three (3) days written notice thereof. Payments required shall be considered delinquent five (5) days after the date they are due and payable. A service charge of ten percent (10%) of the amount due shall be immediately imposed, and an interest payment of twelve percent (12%) per annum shall be paid on the payment due, from the date the payment was due and payable until paid. The service charge and the interest imposed herein shall be considered additional "Rent" under this Agreement.

10.3 RIGHT OF ENTRY: LESSOR may enter the Premises at any time prior to any impending termination this Agreement, to inspect the Premises for compliance with this Agreement including without limitation, conducting an environmental assessment using

the environment assessment fee provided for herein. Due to the substantial liability associated with the fuel and chemicals handled by LESSEE, LESSEE agrees to waive any right of notice prior to entry by LESSOR.

11. ASSIGNMENT BY LESSEE: This Agreement may be assigned by LESSEE only upon the prior written approval of LESSOR. Such approval by LESSOR shall be subject to LESSOR's discretion based on review of the proposed new tenant's ability to fulfill the requirements of this Agreement. In any such assignment, LESSEE shall remain responsible to LESSOR for any breach of this Agreement by the assignee.

12. REMOVAL OF PERSONAL PROPERTY UPON TERMINATION: Upon termination of this Agreement, provided all monies due LESSOR have been paid and the Premises are in compliance with LESSOR's Rules, LESSEE shall have the right to remove all of LESSEE's personal property, including trade machinery and equipment which LESSEE has installed or placed on the Premises that are not considered fixtures to the Premises, which removal shall be accomplished no later than the termination date. Permanent fixtures shall include, but are not limited to electrical and plumbing facilities, and air conditioners. LESSEE agrees to repair any damage occasioned by reason of such removal and damage caused by LESSEE'S occupancy. In the event LESSEE fails to remove LESSEE's personal property, repair any damage done to the Premises by the termination date, remove debris, and clean the Premises, LESSOR reserves the right to remove and store all of such personal property left having an estimated value of more than \$50, at the risk and expense of LESSEE, and to make repairs necessary to restore the Premises, with the cost of such repairs to be paid by LESSEE. Personal property having a value of less than \$50 shall be considered abandoned as refuse, and its disposal along with other refuse, shall be charged against the deposit at the cost of cleanup. Storage onsite shall be charged based on twice the monthly rent, plus any other reasonable costs to LESSOR. Once the storage costs exceed FIFTY PERCENT (50%) of the estimated fair market value of the stored property, LESSOR may dispose of the property in any way LESSOR sees fit in its sole, unfettered discretion, and apply value received, if any, against the cost of storage, sale, any outstanding amounts due pursuant to this Agreement, and administrative expenses. LESSEE shall be liable to LESSOR for any such cost of storage, sale, any outstanding amounts due pursuant to this Agreement, and administrative expenses exceeding the value of the stored property.

13. ABANDONMENT OF PREMISES BY LESSEE: In case LESSEE shall abandon the Premises, or any part thereof, during the term of this Agreement, LESSOR may, at its option, without notice, relet the Premises, or any part thereof, on such terms and for such rent as it may deem expedient or proper. Such reletting shall not operate as a waiver of any right whatsoever which LESSOR would otherwise have to hold LESSEE responsible for the Rent or other clauses within this Agreement.

14. NO LIENS CREATED: LESSEE has no power to incur any indebtedness giving a right to a lien of any kind or character upon the Premises. No third person shall be entitled to any lien against the Premises or any structure thereon, derived through or under LESSEE. All persons

contracting with LESSEE, or furnishing materials or labor to LESSEE shall be bound by this provision. Should any such lien be filed, LESSEE shall discharge same within three (3) days, or pay to LESSOR an equivalent amount by placing a bond in favor of LESSOR. LESSEE is not the agent of LESSOR so as to confer upon a laborer bestowing labor upon the Premises, or upon a materialman who furnishes material incorporated in the construction of Improvements upon the Premises, the rights of Chapter 713, Florida Statutes, or any subsequent revision of that law.

15. SUBORDINATION: This Agreement shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America or the State of Florida relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for development or improvement of the Airport. Except to the extent required for the performance of the obligations of LESSEE in this Agreement, nothing contained in this Agreement shall grant LESSEE any rights whatsoever in the airspace above the Premises, other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently in effect.

16. NON-DISCRIMINATION: LESSEE hereby agrees and covenants that:

16.1 DISCRIMINATION IN USE PROHIBITED: No person shall be excluded from participation or denied the benefits or, or be otherwise subject to discrimination in the use of the Premises on the grounds of race, sex, age, color or national origin.

16.2 DISCRIMINATION IN CONSTRUCTION PROHIBITED: In the construction of the Improvements on the Premises and the furnishing of labor, services or materials in connection therewith, no persons on the grounds of race, sex, age, color, or national origin shall be excluded from participation in, or otherwise be subject to discrimination.

16.3 COMPLIANCE WITH FEDERAL LAW: LESSEE shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as such regulations may be amended.

16.4 HANDICAPPED PERSONS: LESSEE shall operate the Premises in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and will assure that no qualified handicapped person shall be solely by reason of such person's handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment.

17. MAINTENANCE AND REPAIRS: LESSEE will be responsible for all maintenance, repair, and upkeep of the Premises. Reasonable repairs shall be made in a timely manner and in no case more than thirty (30) days after written demand by LESSOR to make such repairs.

18. DAMAGE OR DESTRUCTION TO LEASED PROPERTY: Except as otherwise provided in this Agreement, if any improvements to the Premises shall be damaged or destroyed, LESSEE shall repair or replace the same and return them to pre-damage condition so that the replacement will be equivalent in value to the original facilities within a reasonable period of time. Any other terms or provision of the Agreement pertaining to repair, alteration, construction or reconstruction by LESSEE shall be binding upon LESSEE in repairing or reconstruction of the Premises under the terms and provisions of this Agreement. If a substantial portion of the Premises is destroyed so that LESSOR and LESSEE mutually agree that LESSEE cannot reasonably continue to utilize the Premises until the same is repaired or replaced, LESSOR may agree to abate Rent until such time as LESSEE can reasonably resume operation of LESSEE'S business.

19. ALTERATIONS: LESSEE is hereby granted the right to make reasonable alterations to the Premises, in addition to the Improvements, as from time-to-time LESSEE shall desire to make, upon LESSOR's advance written approval, which approval shall not be unreasonably withheld. This Section shall not be construed to alter, in any way, the requirements and procedures set forth in Section 5 (including subsections), above, with respect to construction of the Improvements.

20. EXCLUSIVE USE: This Agreement shall in no way convey the exclusive use of any part of the Airport except the Premises, and shall not be construed as providing any special privilege for any public portion of the Airport. LESSOR reserves the right to lease to other parties any other portion of the Airport property for any purpose whatsoever.

21. FUTURE AGREEMENTS OF THE AIRPORT: The terms and conditions hereof shall not be construed to prevent LESSOR from making commitments to the federal government or to the State of Florida to qualify for the expenditure of State or federal funds upon the Airport. In the event that there is any conflict between such financing commitments to the federal government and this Agreement or LESSEE's use of the Premises or the Common Areas, such federal government commitments shall prevail.

22. NATIONAL EMERGENCY: During any national emergency declared by the President or by the Congress, the United States shall have the right to take exclusive or non-exclusive control and possession of the Premises, or of such portion thereof as it may desire, with the Rent to be abated accordingly in proportion to said occupancy.

23. REMEDIES: In the event of any breach of this Agreement by LESSEE, in addition to the other rights or remedies LESSOR may have, except as expressly stated herein, LESSOR shall have the immediate right of re-entry and may remove all persons and property from the

Premises. Any property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, LESSEE as provided herein for termination of this Agreement. Should LESSOR elect to re-enter, as provided in this Agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, LESSOR may either terminate this Agreement or it may from time to time, without terminating this Agreement, re-let the Premises or any part of the Premises for such term or terms, which may be for a term extending beyond the term of this Agreement, and at such rent or rents and on any other terms and conditions that LESSOR, in its sole discretion, may deem advisable with the right to make alterations and repairs to the Premises. On each such re-letting:

(a) LESSEE shall be immediately liable to pay to LESSOR, in addition to any indebtedness other than Rent due under this Agreement, the expenses of re-letting and of any alterations and repairs incurred by LESSOR, and the amount, if any, by which the Rent provided for in this Agreement for the period of re-letting, up to but not beyond the term of this Agreement, respectively, exceeds the amount agreed to be paid as Rent for the Premises for the period of re-letting; or

(b) At the option of LESSOR, rents received by LESSOR from re-letting may be applied, first, to the payment of any indebtedness, other than Rent due under this Agreement from LESSEE to LESSOR; second, to the payment of any expenses of re-letting and of any alterations and repairs; third, to the payment of Rent due and unpaid under this Agreement; and the residue, if any, shall be held by LESSOR and applied in payment of future Rent as the Rent may become due and payable under this Agreement.

If LESSEE has been credited with any Rent to be received by re-letting under above option (a) and the rent shall not be promptly paid to LESSOR by the new lessee, or if rentals received from re-letting under above option (b) during any month is less than that to be paid during that month by LESSEE under this Agreement, LESSEE shall pay any deficiency to LESSOR. The deficiency shall be calculated and paid monthly. No re-entry or taking possession of the Premises by LESSOR shall be construed as an election on the part of LESSOR to terminate this Agreement unless a written notice of LESSOR 's intention to terminate this Agreement is given to LESSEE or unless the termination of this Agreement is decreed by a court of competent jurisdiction.

Notwithstanding any re-letting without termination, LESSOR may, at any time after that, elect to terminate this Agreement for any previous breach. Should LESSOR at any time terminate this Agreement for any breach, in addition to any other remedy it may have, LESSOR may recover from LESSEE all damages incurred by reason of the breach, including the cost of recovering the Premises, and including the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to Rent provided for in this Agreement for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from LESSEE to LESSOR.

24. LESSOR'S RIGHT TO PERFORM: In the event that LESSEE by failing or neglecting to do or perform any act or thing provided for in this Agreement, defaults under this Agreement and the failure continues for a period of fifteen (15) days after written notice from LESSOR specifying the nature of the act or thing to be done or performed, then LESSOR may, but shall not be required to, do or perform or cause to be done or performed the act or thing, entering on the Premises for that purpose, if LESSOR shall so elect, and LESSOR shall not be or be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to LESSEE on account of it, and LESSEE shall repay to LESSOR on demand any expenses, including compensation to the agents and employees of LESSOR. Any act or thing done by LESSOR pursuant to the provisions of this Section shall not be construed as a waiver of any such default by LESSEE, or as a waiver of any covenant, term, or condition contained in this Agreement or the performance of it, or of any other right or remedy of LESSOR. All amounts payable by LESSEE to LESSOR under any of the provisions of this Agreement, if not paid when the amounts become due as in this Agreement **provided**, shall bear interest from the date they become due until paid at the rate of twelve percent (12%) per annum.

25. NOTICES: Whenever any notice is required or permitted by this Agreement to be given, such notice shall be addressed to:

25.1 AS TO LESSOR: The City Manager of Avon Park, 110 E. Main Street, Avon Park, FL 33825

25.1 AS TO LESSEE: Jerry L. Wise, AG Flying Service, Inc., 1535 SR 64 West, Ste. 102, Avon Park, FL 33825

26. WAIVER OF BREACH: The waiver by LESSOR or LESSEE of any breach of the terms, covenants, or conditions herein contained shall not be deemed a waiver of any subsequent breach.

27. SEVERABILITY: It is the intention of the parties hereto that the provisions of this Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

28. ATTORNEYS' FEES AND COSTS: If either party takes legal action to enforce the terms or conditions of this Agreement, the prevailing party will be entitled to an award of all costs of the action, including reasonable attorneys' and paralegals' fees, including appeals.

29. ENVIRONMENTAL PROTECTION: LESSEE covenants and agrees to discharge only domestic waste in LESSOR'S sewer system, and such discharge flow will not exceed the amount contracted for with the utilities department of LESSOR. LESSEE shall not allow any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC 9604 (14), pollutants or contaminants as defined in CERCLA, 42 USC 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 USC 6903 (5), or other similar applicable federal

or state laws or regulations, including, but not limited to, asbestos, PCB's and urea formaldehyde, to be generated, released, stored, or deposited over, beneath, or on the Premises or on any structures located on the Premises from any source whatsoever except and unless as expressly permitted by this Agreement. LESSEE shall at all times comply with all applicable Environmental Laws applicable to the use of the Premises. "Environmental Law" means any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the date of execution of this Agreement, and includes, but is not limited to, the Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. §9601, et. seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.), the Clean Water Act (33 U.S.C. §1251, et. seq.), the Toxic Substances Control Act (15 U.S.C. §2602, et. seq.), and the Safe Drinking Water Act (42 U.S.C. §300f, et. seq.), as such may be amended during the term of this Agreement.

30. AMENDMENT: No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by each party.

31. TAXES: Any taxes (including, without limitation Highlands County ad valorem real property taxes and Florida sales or use taxes) on this Agreement, the Rent and/or the Premises shall be paid by LESSEE when due. Should said taxes be billed to LESSOR, they shall be considered unpaid additional Rent if not paid when due and failure to pay said taxes shall be considered a default hereunder.

32. UTILITIES AND SERVICES: LESSEE is required to use LESSOR'S water and sewer system. LESSEE further agrees to pay when due all charges and expenses for water, sewer services, and fire protection, and all other utilities and services used in connection with the Premises as such charges and expenses are added or amended from time-to-time. LESSEE shall arrange for and pay any and all utility service or commodity procured or consumed by LESSEE or otherwise required to be paid by LESSOR's Rules.

33. REMEDIES CUMULATIVE: All remedies conferred on LESSOR shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

34. EXHIBITS INCLUDED; SECTION CAPTIONS: All exhibits hereto are incorporated herein as part of this Agreement. The captions appearing under the section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

35. DOCUMENT IS THE RESULT OF MUTUAL DRAFTSMANSHIP: The terms and conditions of this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel if so desired, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against either of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at

arms' length, and that each party, being represented by counsel if so desired, is acting to protect its own interests.

36. RECORDATION: This Agreement may not be recorded without LESSOR's prior written consent, and LESSEE agrees, upon request of LESSOR, to execute a memorandum hereof for recording purposes.

37. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

38. COUNTERPARTS AND FACSIMILE (FAX) DOCUMENTS: This Agreement may be signed in counterparts, and each counterpart bearing an original signature shall be considered one document with all others bearing original signature. Also, facsimile transmission of any signed original document and re-transmission of any signed facsimile transmission shall be the same as delivery of an original.

39. EFFECTIVE DATE: This Agreement shall be effective on the date executed by both parties as stated above, and all terms and conditions stated herein shall apply as of that day. If not stated above, but executed by both parties, the effective date shall be the date when this Agreement was approved by the City Council for LESSOR.

40. AUTHORITY OF LESSEE: LESSEE represents and warrants to LESSOR that LESSEE is a corporation, duly organized under the laws of Alabama and authorized to do business in Florida, and that LESSEE has the lawful right, power, authority and capacity to enter into this Agreement and to carry out the terms, provisions and conditions hereof.

LESSEE

Witnesses:

AG FLYING SERVICE INC., an Alabama corporation

By: _____

Jerry L. Wise, President

Printed name: _____

Printed name: _____

LESSOR

ATTESTED:

CITY OF AVON PARK, FLORIDA

Maria Sutherland, City Clerk

By: _____
Sharon Schuler, Mayor

**APPROVED AS TO FORM AND
CONTENT:**

Gerald T. Buhr, City Attorney

Initial by Lessor: _____

Initial by Lessee: _____

E 10

Maria Sutherland

From: Julian Deleon
Sent: Tuesday, April 07, 2015 9:40 PM
To: Maria Sutherland; Bonnie Barwick
Cc: Mark Culbreth; Jason Lister; Brenda Giles; Garrett Anderson; Parke Sutherland; Sharon Schuler; Terry Heston
Subject: Agenda-->Proposal for consultant to cleanup 2nd contaminated site airport
Attachments: image001.png; ATT00001.htm; image001.png; ATT00002.htm; P15RA-Pool Aircraft Initial Site Assessment.pdf; ATT00003.htm

Maria, please print and add the attached proposal to the agenda to clean up the old demont/pool aircraft contaminated site.

Background: there is a second contaminated site at the airport. Attached is the proposal from ECT.

We only have 270 days to comply. I consider this an emergency. This firm comes with the credentials to help us clear these issues up.

Julian Deleon, City Manager
863-452-4403

Sent from my iPhone

Begin forwarded message:

From: "Beth Jarvis" <bjarvis@ectinc.com>
To: "Julian Deleon" <jdeleon@avonpark.cc>
Cc: "Mark Culbreth" <mculbreth@ectinc.com>, "Nick Barnes" <nbarnes@ectinc.com>
Subject: Site Assessment Activities Proposal

Good morning:

Mark Culbreth asked me to forward the attached proposal to you.
Mark is currently on the road, if you have any questions, please feel free to call him on his cell phone at 813/382-8953.

Thank you!
Beth

Beth Jarvis
Administrative Coordinator



April 7, 2015
P15RA-9999

Mr. Julian DeLeon
City of Avon Park
City Hall
110 East Main Street
Avon Park, Florida 33825

**Re: Proposal for Implementation of Site Assessment Activities
Pool Aircraft
City of Avon Park Municipal Airport
1535 State Road 64 West
Avon Park, Florida 33825**

Dear Mr. DeLeon:

Environmental Consulting & Technology, Inc. (ECT) has developed a scope of work and cost estimate to conduct site assessment activities related to the former Pool Aircraft location at the City of Avon Park Municipal Airport. Figure 1 shows the location of the study area in the airport property.

Recently, a limited assessment was conducted that confirmed the presence of petroleum products in the soils and groundwater at the site.

The objectives of the site assessment are to assess the magnitude and extent of contaminants in soils and groundwater, and identify whether any remedial actions are necessary to protect human health and the environment. The scope of work outlined in this proposal has been designed to generate data that will be used to meet the requirements of the FDEP.

SCOPE OF WORK

A series of tasks has been identified, which together comprise the scope of the proposed assessment activities. The chemicals proposed for analyses are those required by Rule 62-780, F.A.C.

Task 1. Health and Safety Plan Preparation

Prior to initiation of any onsite field activities, a Health and Safety Plan will be prepared that will identify potential health and safety concerns, provide procedures to be followed while working with potentially impacted media, provide procedures to be followed in the event of an emergency, and provide appropriate and relevant emergency contact information.

1408 N Westshore
Blvd, Suite 115
Tampa, FL
33607

(813) 289-9338

FAX
(813) 289-9388

P:\DEPT - ASSESS&REM\MARKCAVON PARK\AIRPORT\P15RA-POOL AIRCRAFT INITIAL SITE ASSESSMENT.DOCX.1

An Equal Opportunity/Affirmative Action Employer
www.ectinc.com

Task 2. Soil Sampling Assessment

To assess the magnitude and extent of target analytes in the vadose zone soils (i.e. those soils above the water table), ECT proposes collecting soil samples from up to 14 soil borings. The soil boring locations are shown on Figure 2. The soil borings are located in the vicinity of the former engine test stand area. A properly decontaminated stainless-steel hand auger will be used to hand auger the soil borings. From each soil boring, four soil samples will be collected as prescribed in the regulations. Samples will be collected from 0 to 0.5 feet below land surface, 0.5 to 2 feet below land surface, 4 feet below land surface and 6 feet below land surface (approximate water table depth).

The soil samples Quality control samples will also be collected and analyzed. The quality control samples will include trip blanks, equipment blanks, and duplicates.

Task 3. Groundwater Assessment

To assess the magnitude and extent of groundwater quality impacts, monitoring wells will be installed and sampled as discussed below.

Monitoring Well Installation

Five shallow groundwater monitoring wells will be installed at the locations shown on Figure 2. The monitoring wells will be installed to a depth of approximately 12 feet below land surface using a hollow stem auger drilling rig. During installation of the monitoring wells, soils will be removed from the boreholes and examined to identify the stratigraphy and assess whether there are any visual or olfactory signs of contamination. Each well will be constructed from 2-inch diameter, Schedule 40 polyvinyl chloride (PVC). The wells will include approximately 10 feet of 0.006-inch slotted well screen threaded to 2 feet of well casing. A 30/40-graded silica sand filter pack will be placed in the borehole to a height of 6 inches above the top of the screen. A 30/60-graded fine sand silica sand will be placed on top of the filter pack and the remainder of the borehole filled with a neat cement grout. Each well will be completed below grade inside an 8-inch diameter manhole with a bolt-down lid. The manhole will be supported by a 2-foot by 2-foot by 6-inch thick concrete pad containing four pieces of number 2 rebar, each 20 inches long.

Following installation, each well will be developed to remove visible fines from the discharge water and enhance the hydraulic connection between the wells and the aquifer. The water recovered during well development will be placed in FDOT-approved 55-gallon drums. In addition, the soil cuttings recovered from each well will be placed in FDOT-approved 55-gallon drums. Following completion of the site assessment activities, the materials in the drums will be characterized and properly disposed of.

Lastly, the top-of-casing elevations will be surveyed to a relative datum.

Groundwater Sampling

After the monitoring wells have been installed and developed, they will be allowed to sit for approximately 3 days to equilibrate. After that time, groundwater samples will be

collected from each well and analyzed. Prior to sampling, the depth to water in each well will be measured. The elevation data along with the water level measurements will be used to assess the groundwater flow direction.

Groundwater samples will be collected using the low-flow sampling technique in accordance with the sampling protocols provided in the FDEP Standard Operating Procedures. The groundwater samples will be analyzed for the presence of petroleum constituents in accordance with Table D of Chapter 62-780, F.A.C. These constituents include the following: arsenic, cadmium, chromium, and lead by EPA Method 6010, the priority pollutant volatile organics by EPA Method 8260, the non-priority priority pollutant organics (with GC/MS peaks greater than 10 ug/L), the priority pollutant extractable organics by EPA Methods 8270 and 8082, the priority pollutant volatile organic halocarbons by EPA Method 8260, the polynuclear aromatic hydrocarbons by EPA Method 8270 (low level), PCBs by EPA Method 8082, and the petroleum range organics using the FL-PRO method. Quality control samples will also be collected and analyzed. The quality control samples will include trip blanks, equipment blanks, and duplicates.

Task 4. Summary Report

Following completion of the field activities described above and receipt of the laboratory data, ECT will review the field and laboratory analytical data and prepare a Summary Report. The report will contain a tabular summary of the analytical data and figures showing the sampling locations and distribution of contaminants. Recommendations for further assessment activities, based on the newly acquired data will be identified in this report.

COST ESTIMATE

This proposal assumes all of the work can be completed during normal business hours and unrestricted access can be provided to all areas. The scope of work outlined above will be completed in accordance with the terms and conditions in the existing contract between the City of Avon Park and ECT. The total cost of the activities described above is \$58,018.98 with a cost breakdown as described below.

Task	Labor	Expenses	Subcontractors	Totals
Health & Safety Plan Prep.	\$699.60	\$24.49	\$0.00	\$ 724.09
Soil Assessment	\$4,312.00	\$650.92	\$33,286.00	\$38,248.92
Groundwater Assessment	\$5,689.20	\$969.12	\$4,532.00	\$11,190.32
Summary Report	\$7,590.00	\$265.65	\$0.00	\$7,855.65
Totals	\$18,290.80	\$1,910.18	\$37,818.00	\$58,018.98

If this proposal is satisfactory to you, you may authorize ECT to proceed by signing one copy of this proposal and the accompanying terms and conditions. Should you have any questions or require additional information, please do not hesitate to contact us.

Mr. Julian DeLeon
April 7, 2015
Page 4

ECT appreciates the opportunity to submit this proposal and we look forward to working with you.

Sincerely,

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.



Nicholas Barnes, P.E.
Project Engineer



Mark A. Culbreth, P.G.
Principal Hydrogeologist

Attachments:

General Terms and Conditions
Figures

Accepted by: _____

Title: _____

For: _____

Date: _____



Legend
 ⊕ Proposed Monitoring Well
 ● Proposed Soil Borings

FIGURE 2.
PROPOSED SAMPLING LOCATIONS
POOL AIRCRAFT
AVON PARK MUNICIPAL AIRPORT
HIGHLANDS COUNTY, FLORIDA
 Source: FDOT Aerial Photograph, 2014; ECT, 2015.

E 11

AGREEMENT

THIS ADDENDUM is made and entered into this day of _____, 2015 (“Addendum”) by and between **THE CITY OF AVON PARK, FLORIDA**, a Florida municipal corporation, hereinafter the “City”, and **JAHNA CONCRETE, INC.**, hereinafter referred to as “Jahna”, and collectively, the City and Jahna shall be referred to as the Parties, and the Parties intend to add to, clarify and amend that certain **Lease, Executed by the Parties December 4, 1984, and Commencing August 1, 1985, and Scheduled to Terminate on August 1, 2015 (“Lease 2” Attached as Exhibit “A”)**. The Addendum makes the following amendments and additions to that Lease:

1. The sole use of the premises by Jahna shall be for use of the administrative offices, and as a storage yard for rebar and steel cages and sale of concrete related products.
2. The Term of the Lease 2 shall be extended to terminate not later than August 1, 2018. Time is of the essence.
3. All other provisions of the Lease 2 shall remain in force and effect throughout the new Term.

[SEAL]

CITY OF AVON PARK, FLORIDA

ATTEST: _____
Maria Sutherland, Clerk

By: _____
Sharon Schuler, Mayor

APPROVED AS
TO FORM: _____
Gerald T. Buhr, City Attorney

Witnesses:

JAHNA CONCRETE, INC.

Sign: _____

Printed: _____

By: _____
Frederic W. Jahna, Jr., President

Sign: _____

Printed: _____

Exhibit "A"

L E A S E

THIS LEASE, made this 4th day of December, 1984, by and between the CITY OF AVON PARK, a Florida municipal corporation, herein called Lessor, and JAHNA CONCRETE, INC., a Florida corporation, herein called Lessee,

WITNESSETH, that in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, the said Lessor does hereby lease to the said Lessee, the following described property:

Lots 13, 14, 15, 16, 17, 18, 19 and that portion of Lot 20 lying north of the Seaboard Air Line railroad right-of-way, Block 72, Section 22, Township 33 South, Range 28 East, together with the N 1/2 of the area located in the NW 1/4 of the SE 1/4 of Section 22 designated as a park on the plat of the City of Avon Park; said park lying south of Block 72 and north of Block 76 in said section between the railroad rights-of-way of the Seaboard Air Line and the Atlantic Coast Line railroads.

1. TERM: The term of this Lease shall be for thirty (30) years and shall begin on August 1, 1985.

2. RENT: The Lessee shall pay for said Lease the sum of THREE HUNDRED DOLLARS (\$300.00) per year payable in advance. The first payment shall be made on August 1, 1985, and on the same day of each and every year thereafter for the full term of this Lease.

3. USE OF THE PREMISES: Lessee shall make no unlawful, improper or offensive use of the premises; nor assign this Lease or sublet any part of said premises without the written consent of the Lessor; not to use said premises for any other purpose than for the manufacture and sale of concrete products, the operation of ready-mix concrete plant and other uses which are incidental to the afore-described activities including a maintenance shop; and Lessee shall quit and deliver up said premises at the end of said term in as good condition as they are now, ordinary wear, decay and damage by the elements only excepted.

4. INDEMNITY AND RELEASE: The Lessor shall not be liable for any injuries to the Lessee, his agents, servants, employees, clients, customers, guests or invitees sustained upon said leased premises. Lessee shall indemnify and hold harmless Lessor for all damages caused or sustained by any party on the demised premises.

5. COVENANTS: CITY OF AVON PARK covenants and agrees that JAHNA CONCRETE, INC. shall, and may peaceably and quietly have, hold and enjoy the premises. The CITY OF AVON PARK will defend JAHNA CONCRETE, INC. in such peaceable possession and protect JAHNA CONCRETE, INC. against the claims of any parties should any contest arise as to ownership of the premises. The use of the premises by JAHNA CONCRETE, INC. is recognized by the CITY OF AVON PARK as beneficial to the CITY OF AVON PARK as has been the lease of this property to JAHNA CONCRETE, INC. since August 1, 1950, and no taxes by the CITY OF AVON PARK upon the premises or improvements will be charged or made against JAHNA CONCRETE, INC. except occupational license tax. In the event state or county taxes are levied against or on the premises or improvements, such taxes will be paid by the CITY OF AVON PARK and JAHNA CONCRETE, INC. will reimburse the CITY OF AVON PARK therefor. All buildings and improvements made by JAHNA CONCRETE, INC. remain the property of JAHNA CONCRETE, INC. with right of removal reserved by JAHNA CONCRETE, INC.

WITNESS our hands and seals this 4TH day of DECEMBER, A.D. 1984.

ATTEST:

Fidelia V. Jahna
FIDELIA V. JAHNA,
Secretary

ATTEST:

Malcolm K. Crews
MALCOLM K. CREWS, Clerk

JAHNA CONCRETE, INC.

Frederic W. Jahna
FREDERIC W. JAHNA, President

CITY OF AVON PARK:

J. Marshall Davis
J. MARSHALL DAVIS, Mayor

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared FREDERIC W. JAHNA and FIDELIA V. JAHNA, President and Secretary, respectively, of JAHNA CONCRETE, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of November, 1984.

Gleason D. Hamilton
Notary Public
My Commission Expires:
October 28, 1988

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared J. MARSHALL DAVIS and MALCOLM K. CREWS, Mayor and City Clerk, respectively, of THE CITY OF AVON PARK, a Florida municipal corporation, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of December, 1984.

Lillian J. Ogilvie
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT 22 1986
BONDED THRU GENERAL INSURANCE UND