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# **CITY OF OCALA**

## **CITY COUNCIL REPORT**

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**Council Meeting Date: 09/25/18**

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Subject: Site Access Agreement

Submitted By: Sean Lanier

Department: Engineering

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**STAFF RECOMMENDATION** (Motion Ready): Approve Agenda Item (ID # 12648) Florida Department of Environmental Protection Site Access Agreement for Art Park and West Lake Tusawilla

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**OCALA'S RELEVANT STRATEGIC GOALS:** Quality of Place

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**PROOF OF PUBLICATION:** N/A

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### **BACKGROUND:**

On May 28, 1998, a discharge of petroleum products at 558 NE Watula Avenue was reported to the Florida Department of Environmental Protection (FDEP). The subject location (Parcel # 28237-007-00) is currently the Tusawilla Art Park. In 1999, the site became eligible with FDEP for the Petroleum Cleanup Participation Program (PCPP). The City acquired the subject parcel from the Ocala Manufacturing Company in 2002 to add a drainage retention area, which was constructed in 2005. FDEP recently contacted city staff for permission to access the City's property to conduct the necessary assessment and remedial cleanup, if necessary.

The City's property has a priority score of 10 which indicates a low score where no assessment or remediation activity has occurred for a long period of time. FDEP has found approximately 30% of the low score sites required minimal or no remediation. FDEP will send one of their qualified contractors to access the City's property to take water and soil samples and evaluate the level of contamination, if any.

### **FINDINGS AND CONCLUSIONS:**

If there is contamination, a PCPP Agreement will be required. FDEP will pay 75% of the required cleanup costs and the City will be responsible for remaining 25% of the cleanup cost. If there is no contamination, FDEP will send the City a letter stating no further action is needed.

### **FISCAL IMPACT:**

None at this time.

### **PROCUREMENT REVIEW:**

N/A

### **LEGAL REVIEW:**

The Site Access Agreement has been reviewed and approved for form and legality by the Assistant City Attorney, Robert W. Batsel, Jr.

### **ALTERNATIVE:**

Approve  
Table  
Deny

### **SUPPORT MATERIALS:**

City DRA & Art Park (PDF)  
MCPA Record for Art Park and DRA (PDF)  
Notice of FDEP SAA (PDF)



## FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

August 6, 2018

City of Ocala  
Real Estate Division  
1805 NE 30th Ave, Bldg 300  
Ocala, FL 34470

Subject: Notice of Funding and Requirement of New Site Access Agreement

Ocala Manufacturing  
558 NE Watula Ave  
Ocala, Marion County  
DEP Facility ID# 428630351  
Eligible Discharge Dates: 5/28/1998 (PCPP)  
Priority Score: 10

Dear City of Ocala:

You are receiving this letter because a discharge of petroleum product on your property was reported to the Florida Department of Environmental Protection (DEP) on May 28, 1998 and is eligible for state funding assistance. The information contained in this letter is provided to help you understand the program and what actions may be required of you. This letter will consist of three sections; the first section will be asking you to provide the DEP with permission to enter your property, so we may conduct the necessary assessment and remedial cleanup, if needed. The second section provides information about your property. The third section will provide information regarding the remediation process of the discharge for your property and the options available to you. If the information contained within this letter is unclear, or you have questions regarding the process, you can contact Ms. Grace Rivera at the DEP via email at [Grace.Rivera@floridadep.gov](mailto:Grace.Rivera@floridadep.gov) or by phone at 850-245-8882. Please have the DEP Facility ID# available, which is located on the subject matter above when contacting her.

**Section 1:** This letter includes a Site Access Agreement (SAA). The SAA is required before your property can be assessed or remediated for any of the state-funded cleanup programs, excluding Low Score Site Initiative (LSSI). The SAA is between the property owner/responsible party (RP) and the DEP. Florida law now requires the DEP to select contractors using a competitive procurement selection process. The DEP Petroleum Restoration Program (PRP) will consider the input you may want to provide regarding

*LSSIfollowupletter\_040418*

the assessment and remediation of the discharge at your property. You also have the option of establishing a separate access agreement between yourself and the contractor. The State of Florida does not review or give advice regarding separate agreements. If you choose to do this, the separate access agreement cannot contradict, and must be subservient to the agreement between the owner and the DEP. Please review and answer all the appropriate boxes on the SAA and **provide contact information** when filling out the agreement. An instruction page is attached to assist you in properly completing the form.

**Section 2:** The discharge on your property is eligible for funding under the following (5/28/1998, PCPP) PRP.

***Petroleum Cleanup Participation Program (PCPP)*** where there is a 25% site owner or responsible party (RP) co-pay and the State will pay up to \$400,000. For additional information about this eligibility program please go to link listed below:

<https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>

The availability of State funding for sites within this program is initiated in order of the site's Priority Score. The Priority Score of your property is: (10). The Priority Score is based on the potential for petroleum contamination to pose a threat to public health and/or the environment. For some sites, assessment or remediation activity has not taken place over the past 25 years. Currently, the Priority Score threshold for the state-funded sites is 20 or higher.

**Section 3:** If your property Priority Score is 19 or less, your site will also have the option of going into one of two low-score initiatives. The low-score initiatives are the **Low Score Assessment (LSA)** for the sites that scored 19 or less and the **Low Score Site Initiative (LSSI)** for the sites that scored 19 or less. These two initiatives were designed specifically for low scored sites where no assessment or remediation activities have occurred for a long period of time. The DEP has found that approximately 30 percent of the low score sites require minimal or no remediation.

Under the **LSA Initiative** the DEP assesses the property to determine the risk of contamination at the site. The assessment continues until the data collected determines if the site is at risk to human health or the environment, requires monitoring, requires remediation, or qualifies for closure. If activities other than closure are required, no additional activities will take place until it is within funding range (score of 20 or higher). Under this initiative, there is no deductible or co-pay requirements to the property owner unless the site qualifies for a Site Rehabilitation Completion Order (SRCO). The DEP chooses the qualified contractor to perform the work.

Under the **LSSI Initiative** the DEP provides up to \$35,000 for assessment activities and up to \$35,000 for limited remediation, if warranted. Deductibles and co-pay



City of Ocala  
FDEP Facility ID# 428630351  
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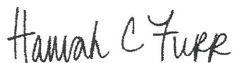
requirements are waived if the \$70,000 budget brings the site to an LSSI No Further Action (LNFA) status. The owner must agree that minimal contamination may remain onsite in a LNFA determination. If contamination has migrated out of your property boundaries or if specific soil impacts exist at the site, the site won't meet the LNFA requirements. Remedial activities will stop until the site is within funding range (score of 20 or higher). Under the LSSI initiative, the site owner can recommend a contractor to perform the work by submitting the LSSI application. The application can be found at: <https://floridadep.gov/waste/petroleum-restoration/documents/low-scored-site-initiative-application-contractor-selection>.

If there are discharges not funded by the State program, associated with the property the funded discharge may not be eligible for any of the initiatives listed above if the plumes are co-mingled. Site assessment information will have to be evaluated by the DEP to assess the relationship between a non-program discharge plume and a state-funded plume before cleanup activities can proceed.

Please execute and return the attached Site Access Agreement (SAA) using the enclosed self-addressed stamped envelope within 30 days of the date of this letter or email the completed agreement to Grace Rivera at [Grace.Rivera@floridadep.gov](mailto:Grace.Rivera@floridadep.gov). In case the enclosed self-addressed stamped envelope has been displaced, please use the following address: Hannah Furr, Northstar Contracting Group, DEP-DWM Administrative Services, 508-A Capital Circle SE, Tallahassee, Florida 32301.

We must advise you that if you do not provide site access to your property within 30 days, you may lose your property's eligibility from the State-funded Petroleum Restoration Program. If such eligibility is revoked due to your failure to allow the Department to provide assessment and remediation services on your property, the total cost of cleanup of your property will become your responsibility. On average, assessment and remediation cost per discharge is about \$300,000 or more. To avoid losing this opportunity, we urge you to provide access to your property by signing and returning the Agreement provided with this letter. If you have any questions or issues, please contact Ms. Grace Rivera at the DEP via email at [Grace.Rivera@floridadep.gov](mailto:Grace.Rivera@floridadep.gov) or by phone at 850-245-8882.

Sincerely,



Hannah Furr  
Site Access Coordinator  
Northstar Contracting Group, Inc.  
Administrative Services Contractor for DEP  
[hfurr@northstar.com](mailto:hfurr@northstar.com)



City of Ocala  
FDEP Facility ID# 428630351  
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Enclosures:   Access to OCULUS Instructions  
                  Instructions for Completion of Site Access Agreement  
                  Site Access Agreement  
                  Frequently Asked Questions

**Please note this cover letter is for your personal records and should not be returned to the Department.**

## Access to Oculus Storage Tank Database Files

Type in the Florida Department of Environmental Protection (DEP) web page, as shown:  
<https://floridadep.gov/waste>

Click OCULUS link on left side of screen, located under Waste Management Quick Links.

On OCULUS sign-in screen, click PUBLIC OCULUS LOGIN button.

In OCULUS Search, located on the left, the following selections need to be made: **Catalog** - Storage Tanks, **Search By** - Property, **Property** - Facility-Site ID. Please note that you may need to scroll down in each search box to locate the selection needed (refer to below screen capture).

In the Facility-Site ID space, enter the Facility/Site ID#. This number can be located within the subject matter on your letter. When keying the Facility/Site ID #, the first two numbers and the space will need to be removed. For example, Facility/Site ID # 528624585 is to be entered as 8624585. Upon entry, hit "Enter" on your keyboard. The entered property name should appear to the right of the Facility/Site ID #. Click on the "Search" button to continue (refer to below screen capture).

OCULUS Search Actions Tools Help Logout

**Search**

**Catalog**

- Hazardous Waste\_Restricted
- Solid Waste\_Restricted
- Solid Waste\_Restricted
- Storage Tanks**
- Storage Tanks\_Restricted
- Waste Cleanup
- Waste Cleanup\_Restricted

**Search By**

- Property
- Document Type
- Drawer
- Facility-Site ID**
- Facility Type
- FLAIR Contract Number
- Folder
- Inspection Type

Sort By: Facility-Site ID Type: Any

Creator: Folder Name:

Created: MM-DD-YYYY To: MM-DD-YYYY

Search Clear

Facility-Site ID: 8624585

Search Clear

On Search Results page, the user can select and view the displayed files in a variety of ways via the column headers (Document Date, Received Date, Document Type, or Document Subject). Viewing preference can be done by date or alpha. Click on the column header that is blue and underlined. Continue to click on the column header until the desired viewing arrangement (ascending date, descending date, or alpha order) is reached. Recommended viewing is: Document Date, descending order (see below screen capture).

To select and view a file, please click on the File Type column image icon shown for that line (see below screen capture). When the yellow box appears at the bottom of the screen, click Open or Open to View.

OCULUS Search Actions Tools Help Logout

**Search Results**

Catalog: 2 documents in 1 catalog

Storage Tanks (2) Results: Page 1 of 1 Refresh

Export to Excel Export to PDF

File Type	Profile	Facility-Site ID	Document Date	Received Date	Document Type	Document Subject	County	Facility Type	Contractor ID	Drawer	Folder
		8624585	09-24-1994	09-24-1994	WORK ORDER - TASK ASSIGNMENT	HISTORICAL REGISTRATION RECORD	PINELLAS	STCM FACILITY			
		8624585	01-22-2013	01-22-2013	HISTORICAL REGISTRATION RECORD	HISTORICAL REGISTRATION RECORD	PINELLAS	STCM FACILITY			

If you have any questions regarding Oculus, you can contact the Service Desk at DEP via email at [servicedesk@dep.state.fl.us](mailto:servicedesk@dep.state.fl.us).



## INSTRUCTIONS FOR COMPLETION OF SITE ACCESS AGREEMENT

This agreement is required to allow FDEP and the Agency Term Contractor (ATC) personnel to enter your property to perform remediation services. Upon issuance of a Closure Order, your site will be restored as nearly as practical to the conditions which existed before the activities, and the access agreement shall be terminated.

The Agreement includes 22 standard paragraphs. Alteration may not be made directly on the original agreement. In addition, there are four questions concerning owner access preference that must be answered by checking the corresponding boxes. Any additional requirements or agreements may not result in the FDEP incurring additional expenses. Please see the instructions following each question for more information.

- A. Are additional requirements attached to this agreement? Note: Additional requests must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

Some property owners require additional access conditions, such as those mandated in the *Jessica Lundsford Act* for school properties or have specific requirements regarding notification of work. Additional requirements may be requested on a separate signed and dated page to this agreement, to be titled Exhibit B. Such requests are subject to evaluation and approval by the Department. You will be informed if the Department cannot accept your request. Any changes or alterations to the standard access agreement must be made in Exhibit B, and not on the original agreement.

- B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

If you wish to be in close communication with the ATC and receive notifications of work, copies of reports and recommendations for the site, select "yes" for this option. If you prefer to be hands off and let the ATC conduct all work as directed by the FDEP, please select "no."

- C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

As required by legislation outlined in Chapter 62-772 Florida Administrative Code, FDEP will use a competitive procurement process to select an ATC to conduct the assessment/remediation activities. Checking "yes" for the above option allows you to be informed by FDEP which ATC is selected before they are authorized to initiate activities, and reject one selected ATC, if you so choose.

- D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements between the owner and ATC must be completed within ninety (90) calendar days.

If "yes" is selected, you will be contacted by the ATC to discuss the terms of your additional site access agreement prior to beginning any work at your site. The State of Florida does not review or give advice regarding these separate agreements. If you choose to do this, the separate access agreement cannot contradict, and must be subservient to, the agreement between the owner and the FDEP.





## Petroleum Restoration Program SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, City of Ocala ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection (FDEP) ("**Department**") and it's Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") 558 NE Watula Ave, Ocala, Florida with FDEP Facility ID# 428630351.

The Property. Owner owns the certain parcel(s) 28237-007-00 of real property located at 558 NE Watula Ave, Ocala, Marion County, Florida (the "**Property**"), depicted on the attached legal description as Exhibit "A."

2. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement or is statutorily required for FPLRIP or ATRP programs) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. If the contamination is eligible for state funding, nothing herein is intended to modify the requirements and limitations of the eligibility program or order. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

3. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further

action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

4. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

5. Environmental Infrastructure and Well Permits. The owner authorizes the Department and the Contractor to act as its authorized representative in signing all required forms and documents necessary for obtaining applicable permits related to environmental infrastructure improvements including well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373 F.S.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low- scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the



Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above.

<http://depedsms.dep.state.fl.us/Oculus/servlet/login?action=login>

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.



- A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

☐ YES

☒ NO

- B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

☒ YES

☐ NO

- C. Do you wish to exercise the option to reject one Contractor prior to assignment of work?

☐ YES

☒ NO

- D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements must be completed between the owner and Contractor within ninety (90) calendar days.

☐ YES

☒ NO

22. Well Permits. The Owner authorizes the Department and its Contractor to act as its agent in signing all required forms and documents necessary for obtaining applicable permits related to well construction, repair, maintenance, modification, and abandonment pursuant to Chapter 373, Florida Statutes.

\_\_\_\_\_  
Signature of each Property Owner

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner Mailing Address

\_\_\_\_\_  
Property Owner Telephone or Cell Phone Number

\_\_\_\_\_  
Property Owner E-mail Address

Accepted by the State of Florida Department of Environmental Protection:

\_\_\_\_\_  
Austin Hofmeister  
Program Administrator  
Petroleum Restoration Program

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Attachments: Exhibit A- Legal description of the Property. FDEP

Coordinates (Degrees Minutes Seconds) for Facility ID#: 428630351

Latitude 29° 11' 32.6112"

Longitude 82° 08' 03.5700"

Exhibit A

Legal Description: SEC 17 TWP 15 RGE 22 COM AT CROSSING OF SAL RR & ACL RR IN OCALA TH E 210 FT TH S 171 FT TH E 290.47 FT TH N 42 E 86.96 FT TH N 66 E 151.05 FT TH N 16 E 1117.89 FT TH W 291 FT TH TO THE SEABOARD AIRLINE RR TH SWLY ALONG RR TO THE POB & EXC RR ROW ALONG THE W BNDY & EXC COM 642.2 FT N & 1304.3 FT E OF THE SW COR OF SEC 8 FOR THE POB TH E 87 FT TH S 16-01-45 W 293 FT TH N 01-51-30 W 281.8 FT TO THE POB & EXC THE ROW FOR WATULA ST & EXC COM 642.2 FT N & 1304.3 FT E FROM THE SW COR OF SEC 8 FOR THE POB TH E 87 FT TH N 16-01-45 E 188 FT TH TO THE S ROW LINE OF NE 9TH ST TH W ALONG S ROW LINE OF NE 9TH ST TO THE E ROW LINE OF NE 4TH AVE TH S ALONG 4TH AVE APPROX 180 FT TO THE POB & SUBJECT TO RR ROW & COM AT THE CROSSING OF THE SEABOARD AIRLINE RR AND THE ATLANTIC COASTLINE RR IN OCALA TH E 210 FT TH S 171 FT TH E TO THE W ROW LINE OF WATULA ST TH S TO MAY ST TH W TO OSCEOLA ST TH N TO THE POB EXC RR ROW ALONG W BNDY



## **FREQUENTLY ASKED QUESTIONS FOR SITES SCORED 19 AND BELOW**

### **What is the Petroleum Restoration Program?**

The Department of Environmental Protection (DEP) Petroleum Restoration Program (PRP) includes the technical oversight, management, and administration of the assessment and cleanup of property contaminated by discharges of petroleum and petroleum products from stationary petroleum storage systems. Petroleum contaminated sites that are eligible for cleanup by the State will be funded in priority order based on the potential threat to the public health and the environment.

### **What facility or site is this letter referring to?**

For information specific to your property please visit the Department's Contamination Locator Map (CLM) on its website:

1. Go to the PRP main page <https://floridadep.gov/waste>
2. Click on the blue CLM – Contamination Locator Map under the Waste Management Quick Links on the left of the screen
3. Select "Petroleum" from the search criteria, select "Continue."
4. Search for the site using an address, a 5-digit zip code or a city.

### **Is this Site Access Agreement required?**

Yes, property owners must provide permission for the Department and its contractors to access the property that is the location of the contamination. Such permission is required by state law to retain the state-funded eligibility and so that the Department and its contractors can conduct the work necessary to cleanup the property. Owners are asked to grant that permission by signing a Site Access Agreement. Please review all pages of the document provided, and don't hesitate to call the Department with any questions you may have.

### **Will the site assessment or remediation work impact my business?**

Contractors are required to notify the property owner and any operator on the property before the contractor comes to the property to perform field work. This is your opportunity to inform the contractor of anything that is happening on your property or that has changed since the last time the contractor was on the property. Site rehabilitation may temporarily block parts of your parking lot while work is being conducted. You will be informed when this may happen.

### **What will my property look like when this is done?**

Your property will be restored as nearly as practicable to the conditions which existed prior to activities associated with contamination assessment or remedial action were taken.

## **FREQUENTLY ASKED QUESTIONS FOR SITES SCORED 19 AND BELOW**

### **What if there is an issue with the work conducted at my site?**

Once you sign the Site Access Agreement, you will be assigned a PRP site manager. The site manager is responsible for overseeing the technical and administrative aspects of the site cleanup. Your assigned site manager will be contacting you at various times during the process but you may contact the PRP site manager any time to discuss any problems or concerns you may have about the work. You will also have an opportunity to evaluate the performance of the contractor that works on your contaminated site. If you would like to participate or provide input with respect to how site rehabilitation proceeds on your property, please select (YES) to paragraph 21B of Site Access Agreement.

### **Will I be expected to pay for this work?**

Look on the PRP cover letter for this request and you will see what program(s) for which your contamination is eligible. If your contamination is eligible for the Early Detection Incentive Program (EDI), and that is the only contamination on your property, then you should not have to pay for anything. If your contaminated site is in a state-funded eligibility program that has a deductible: Petroleum Liability and Restoration Insurance Program (PLRIP), Abandoned Tank Restoration Program (ATRP), and Innocent Victim Petroleum Storage System Restoration Program (IVPSSRP), the deductible payment is not required for the assessment work under the Low-Score Assessment (LSA) or Low-Score Site Initiative (LSSI). If a site is under an LSA and qualifies for closure, after completion of the assessment work, the deductible payment will need to be received before the closure order is issued by the Department. For contaminated sites that are in a cost share program: Petroleum Cleanup Participation Program (PCPP), the 25% cost share copayment, the Limited Contamination Assessment Report (LCAR), and the PCPP agreement are not required for the work under the LSA and LSSI. In FPLRIP and PCPP, the Department is limited as to how much state money it can expend for assessment and remediation of the site. When the site becomes within funding range for the remediation, and if the contamination cannot be remediated under those funding caps, then you may be required to expend funds to complete the cleanup.

### **Who will be doing the work on my property?**

The Department has competitively procured qualified cleanup contractors through Agency Term Contracts. One of our Agency Term Contractors (ATCs) will be selected for your site, unless your site is eligible under a cost share program such as PCPP or Advanced Cleanup where the owner or other responsible party can recommend a contractor to the Department. You will be notified of the selected ATC and have the option to evaluate and reject the ATC prior to work assignment if you are not satisfied with the selection. See paragraph 21C & 21D of the Site Access Agreement.

## FREQUENTLY ASKED QUESTIONS FOR SITES SCORED 19 AND BELOW

### **What is the Difference between the Low-Score Site Initiative (LSSI) and the Low-Score Assessment (LSA)?**

<b>Low-Score Site Initiative</b>	<b>Low-Score Assessment</b>
Voluntary program for owners/responsible parties that provides a faster assessment to the qualified sites with the intent of closing sites below funding range.	Department led assessment to determine risk of contamination at sites below funding range.
Authorized and described in Section 376.3071(12), Florida Statutes.	Authorized in Section 376.3071(4), Florida Statutes
Up to \$35,000 for assessment activities and up to \$35,000 for remediation.	Provides enough funding to complete assessment, no limit on the funds needed to assess the site except for the statutory limits tied to the specific eligibility program (PCPP & FPLRIP)
Not all low score sites qualify for LSSI. Florida law requires certain criteria for a site to be considered for the LSSI.	All low score petroleum contaminated sites eligible for state-funded cleanup may be considered for LSA.
An executed Site Access Agreement is not required, and the DEP does NOT solicit the owner/responsible party for such agreements. The owner only needs to submit the LSSI application to participate. However, the DEP must be provided access to the property should DEP in fact visit the property.	The DEP requires an executed Site Access Agreement from the real property owner(s) (and recorded leaseholders) before an LSA is conducted.
Owner acknowledges that minimal contamination may remain onsite and agrees to the DEP issuing a "LSSI No Further Action" determination. LSSI NFA sites are logged on to the DEP's online Institutional Control Registry.	The data collected will determine if the contaminated site is a health risk, requires monitoring, remediation, or qualifies for closure. If additional monitoring or remediation is required, the site will be placed back in the line to await priority funding.



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For additional LSA or LSSI information please visit the Petroleum Restoration Program website <http://Floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-programs>.

### **How long will it be before something is done on my site after access is granted?**

Once the signed Site Access Agreement is received by the Department, a site manager will be assigned to your site. The assigned site manager will then contact you within 30 days to discuss the next steps and will be able to answer any questions you have about the program.

### **Who do I contact about my site?**

- For general questions concerning your site and the Site Access process or agreement, please contact Grace Rivera at **850-245-8882**.
- If you are considering the LSSI, please contact Graham Witt at **(850) 222-6446, ext. 5001**

For specific questions about the eligibility program of your discharge Early Detection Initiative (EDI), Abandoned Tank Restoration Program (ATRP), Petroleum Liability and Restoration Insurance Program (PLRIP), Innocent Victim Petroleum Storage System Restoration Program (IVPSSRP), or Petroleum Cleanup Participation Program (PCPP) contact Lewis Cornman at **850-245-8846**.







Villie M. Smith, CFA, ASA

## Marion County Property Appraiser



501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2018

28237-007-00

Prime Key: 1265690

MAP IT

Current as of 9/12/2018

Property Information

CITY OF OCALA  
1805 NE 30TH AVE BLDG 300  
OCALA FL 34470

Taxes / Assessments:

Map ID: 179

Millage: 1001M.S.T.U.PC: 89

Acres: 10.79

Situs: 223 NE 5TH ST OCALA

Current Value

Land Just Value	\$540	
Buildings	\$0	
Miscellaneous	\$52,233	
Total Just Value	\$52,773	<u>Ex Codes:</u> 15
Total Assessed Value	\$52,773	
Exemptions	(\$52,773)	
Total Taxable	\$0	

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2017	\$540	\$0	\$0	\$540	\$540	\$540	\$0
2016	\$540	\$0	\$0	\$540	\$540	\$540	\$0
2015	\$540	\$0	\$0	\$540	\$540	\$540	\$0

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
<u>5102/0767</u>	09/2008	70 OTHER	0	U	I	\$100
<u>5102/0764</u>	09/2008	05 QUIT CL	0	U	I	\$100
<u>5102/0761</u>	09/2008	05 QUIT CL	0	U	I	\$100
<u>3260/0371</u>	10/2002	06 WARRANTY	8 ALLOCATED	U	I	\$100
<u>3260/0353</u>	10/2002	05 QUIT CL	8 ALLOCATED	U	I	\$100
<u>3260/0292</u>	10/2002	06 WARRANTY	8 ALLOCATED	U	I	\$100
<u>3260/0288</u>	10/2002	06 WARRANTY	8 ALLOCATED	U	I	\$100
<u>PT02/0222</u>	10/2002	EI E I	0	U	I	\$287,508

Property Description

SEC 17 TWP 15 RGE 22  
COM AT CROSSING OF SAL RR & ACL RR IN OCALA TH E 210 FT TH  
S 171 FT TH E 290.47 FT TH N 42 E 86.96 FT TH N 66 E 151.05  
FT TH N 16 E 1117.89 FT TH W 291 FT TH TO THE SEABOARD



AIRLINE RR TH SWLY ALONG RR TO THE POB &  
 EXC RR ROW ALONG THE W BNDY &  
 EXC COM 642.2 FT N & 1304.3 FT E OF THE SW COR OF SEC 8 FOR  
 THE POB TH E 87 FT TH S 16-01-45 W 293 FT TH N 01-51-30 W  
 281.8 FT TO THE POB &  
 EXC THE ROW FOR WATULA ST &  
 EXC COM 642.2 FT N & 1304.3 FT E FROM THE SW COR OF SEC 8  
 FOR THE POB TH E 87 FT TH N 16-01-45 E 188 FT TH TO THE S  
 ROW LINE OF NE 9TH ST TH W ALONG S ROW LINE OF NE 9TH ST TO  
 THE E ROW LINE OF NE 4TH AVE TH S ALONG 4TH AVE APPROX 180  
 FT TO THE POB &  
 SUBJECT TO RR ROW &  
 COM AT THE CROSSING OF THE SEABOARD AIRLINE RR AND THE  
 ATLANTIC COASTLINE RR IN OCALA TH E 210 FT TH S 171 FT TH  
 E TO THE W ROW LINE OF WATULA ST TH S TO MAY ST TH W TO  
 OSCEOLA ST TH N TO THE POB EXC RR ROW ALONG W BNDY

Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class	Value	Just Value
9470		.0	.0	GU	10.79	AC	50.0000	1.00	1.00	0.00		540	540
Neighborhood 5001 - COMMERCIAL 15-22												Total Land - Class \$540	
Mkt: 2 70												Total Land - Just \$540	

Miscellaneous Improvements

Type	Nbr	Units	Type	Life	Year In	Grade	Length	Width	Depr Value
250 WALLS MASONRY	880.00	SF	50	2017	5	0.0	0.0	\$12,315	
159 PAV CONCRETE	11,004.00	SF	20	2017	3	0.0	0.0	\$28,957	
144 PAVING ASPHALT	3,795.00	SF	5	2017	3	0.0	0.0	\$5,040	
156 PAVING BRICK	983.00	SF	20	2017	5	0.0	0.0	\$5,921	
Total Depreciated Value - \$52,233									

Appraiser Notes

SEE DEEDS 3260-353 THRU 3260-371  
 SEE DEEDS 3260-288 THRU 3260-320

Planning and Building

\*\* Permit Search \*\*

Permit Number	Amount	Issued Date	Complete Date	Description
BLD18-1147	\$30,991	8/16/2018	1/1/1900	ADDITION
BLD16-0244	\$100	9/22/2016	1/1/1900	TUSCAWILLA ART PARK / SHADE STRUCTURE
BLD16-0361	\$100	3/18/2016	8/17/2016	ART PARK TUSCAWILLA / MONUMENT
BLD15-1388	\$100	10/29/2015	2/12/2016	ART PARK @ TUSCAWILLA / ADD SIDEWALKS & CIRCULAR
BLD15-1412	\$100	10/26/2015	12/3/2015	ART PARK TUSCAWILLA / STONE ARCH & FOUNDATION
BLD15-1413	\$100	10/26/2015	3/15/2016	ART PARK TUSCAWILLA / BLOCK & STONE WALLS
OC00316	\$100	2/1/2007	1/1/1900	DOMO
OC03475	\$0	11/1/2005	1/1/1900	DEMO
OC01652	\$4,600	9/1/1998	1/1/1900	GAS TANK REMOVAL
OC0760	\$100	5/1/1997	1/1/1900	DEMO

Cost/Market Summary

Buildings R.C.N.	\$0	1/20/2006	Bldg Nbr	RCN	Depreciation	Depreciated
Total Depreciation	\$0					
Bldg - Just Value	\$0					
Misc - Just Value	\$52,233	3/19/2018				
Land - Just Value	\$540	3/11/2011				
Total Just Value	\$52,773	.				