

UMATILLA CITY COUNCIL MEETING
August 16, 2022, 6:00 PM
Council Chambers, 1 S. Central Avenue, Umatilla, Florida

Pledge of Allegiance and Prayer

Please silence your electronic devices

CALL TO ORDER
ROLL CALL

AGENDA REVIEW

MINUTES REVIEW

1. City Council Meeting Minutes dated August 2, 2022

MAYOR'S MESSAGE

PUBLIC COMMENT

At this point in the meeting, the Umatilla City Council will hear questions, comments and concerns from the public.

Please write your name and address on the paper provided at the podium. Zoning or code enforcement matters which may be coming before the Council at a later date should not be discussed until such time as they come before the Council in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the Board addresses such items during this meeting. Public comments are generally limited to three minutes.

PRESENTATIONS

2. Certificate of Scholarship to the 2022 Umatilla High School Recipient, Emma Ethington

CONSENT AGENDA

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

- 3. First Reading of Ordinance No. 2022-108, Annexation of 2.6 +/- Acres of Land generally located south of Rose street and west of Skyline Drive.*
- 4. First Reading of Ordinance No. 2022-109, Amending the Land Use Designation of 7.9 +/-Acres of Land generally located south of Rose street and west of Skyline Drive. (SSCPA)*
- 5. First Reading of Ordinance No. 2022-110 Reclassifying 7.9 +/-Acres of Land generally located south of Rose street and west of Skyline Drive. (SSCPA)*

NEW BUSINESS

6. *Airport Ground Lease for Right Rudder, LLC, Todd Faden*
7. *GAI Contract for Services in the Amount of \$90,000*
8. *GSB Contract Award, Phase I in the Amount of \$843,078*

REPORTS

City Attorney
City Council
Staff Members

ADJOURNMENT

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352)669-3125. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any invocation that may be offered before the official start of the Council meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the Council pursuant to Resolution 2014-43. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the Council or the City. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

The City of Umatilla is an equal opportunity provider and employer.

UMATILLA CITY COUNCIL MEETING
August 2, 2022 at 6:00 PM
Council Chambers, 1 S. Central Avenue, Umatilla, Florida

Mayor Kent Adcock called the meeting to order.

Mayor Adcock led the Pledge of Allegiance and gave an Invocation.

The meeting was called to order at 6:00 p.m.

PRESENT: Mayor Kent Adcock; Vice Mayor Chris Creech; Council Members Bryan Butler; John Nichols; Aaron Mercer, Director of Development and Public Services; City Attorney Kevin Stone; Police Chief Adam Bolton; Gwen Johns, City Clerk; Amy Stultz, Library Director; Misti Lambert, Assistant to the City Manager

AGENDA REVIEW

MOTION by Council Member Adams to approve the agenda as presented;
SECOND by Vice Mayor Creech;
Motion APPROVED by unanimous vote.

MINUTES REVIEW

1. Approval of City Council Meeting minutes dated July 19, 2022

MOTION by Council Member Nichols to approve the July 19, 2022 minutes as presented;
SECOND by Council Member Butler;
Motion APPROVED by unanimous vote.

MAYOR'S MESSAGE

PUBLIC COMMENT

PRESENTATIONS

3. Certificates of Appreciation to the Miss Umatilla Representatives

Mayor Adcock and the City Council members each read and presented Certificates of Appreciation to the Miss Umatilla Representatives:

Toddler Miss Umatilla Ava Clay	Junior Miss Umatilla Bella Bryant
Pee Wee Miss Umatilla Arrabella Allen	Teen Miss Umatilla Lauryn Bischoff
Tiny Miss Umatilla Haegin Patterson	Miss Umatilla Jamie Stephens
Little Miss Umatilla Ayla Huma	

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

4. Final Reading of Ordinance No. 2022-105, Annexation of 7.11± Acres of Land Generally Located North of Cassady Street and West of Skyline Drive

Kevin Stone, City Attorney, read Ordinance No. 2022-105 by title only.

ORDINANCE NO. 2022-105

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 7.11 ± ACRES OF LAND GENERALLY LOCATED NORTH OF CASSADY STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Stone explained the quasi-judicial proceeding. Because Ms. Lindh is going to be talking about everything that relates to the quasi-judicial proceeding, he will swear her in along with applicants.

Sherie Lindh, Land Planning Group, presented information pertaining to Ordinance No. 2022-105. Property owners are planning to construct a single-family residence and a barn.

There were no public comments.

**MOTION by Council Member Nichols to approve the final reading of Ordinance No. 2022-105;
SECOND by Council Member Butler;
Motion APPROVED by a roll call vote.**

Mayor Adcock	YES	Council Member Adams	YES
Vice Mayor Creech	YES	Council Member Butler	YES
Council Member Nichols	YES		

4. Final Reading of Ordinance No. 2022-106, Amending the Future Land Use Map for 7.11± Acres of Land Generally Located North of Cassady Street and West of Skyline Drive

Kevin Stone, City Attorney, read Ordinance No. 2022-106 by title only.

ORDINANCE NO. 2022-106

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 7.11 ± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW DENSITY TO AGRICULTURE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY PAUL W. BRYAN, II AND JENNIFER SUE BRYAN LOCATED NORTH OF CASSADY STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Sherie Lindh, Land Planning Group, stated no additional information.

There were no public comments.

**MOTION by Council Member Nichols to approve the final reading of Ordinance No. 2022-106;
SECOND by Vice Mayor Creech;
Motion APPROVED by a roll call vote.**

Mayor Adcock	YES	Council Member Adams	YES
Vice Mayor Creech	YES	Council Member Butler	YES
Council Member Nichols	YES		

5. Final Reading of Ordinance No. 2022-107, Rezoning for 7.11± Acres of Land Generally Located North of Cassady Street and West of Skyline Drive

Kevin Stone, City Attorney, read Ordinance No. 2022-107 by title only.

ORDINANCE NO. 2022-107

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 7.11 ± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW

DENSITY TO AGRICULTURE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY PAUL W. BRYAN, II AND JENNIFER SUE BRYAN LOCATED NORTH OF CASSADY STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

Sherie Lindh, Land Planning Group, stated no additional information.

There were no public comments.

The Hearing was closed and the City Council moved into deliberation.

MOTION by Council Member Butler to approve the final reading of Ordinance No. 2022-107; SECOND by Council Member Nichols; Motion APPROVED by a roll call vote.

Mayor Adcock	YES	Council Member Adams	YES
Vice Mayor Creech	YES	Council Member Butler	YES
Council Member Nichols	YES		

6. Final Reading of Ordinance No. 2022-104, Woodsong Subdivision

Kevin Stone, City Attorney, read Ordinance No. 2022-104 by title only.

ORDINANCE NO. 2022-104

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 39.04± ACRES OF LAND ZONED SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT (R-5) TO THE CLASSIFICATION OF PLANNED UNIT DEVELOPMENT (PUD) IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY PALMER HOMES, INC., LOCATED EAST OF PINE STREET AND NORTH OF TENTH AVE; APPROVING A PLANNED UNIT DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Stone stated Ms. Lindh has been sworn in to provide testimony.

Sherie Lindh, Land Planning Group, reviewed the project associated with Ordinance No. 2022-104.

There were no public comments.

The plan was correct on the unit count and all documents have been changed as appropriate for consistency.

Council Member Adams stated this subdivision comes out on Pine Street, which is under the jurisdiction of Lake County. Mr. Mercer said applicants are required to obtain permitting for driveways, when the permit is obtained, Lake County determines if improvements are necessary. Ms. Lindh added the development has a dual boulevard which meets emergency requirements.

Hearing was closed and the City Council moved into deliberation.

MOTION by Vice Mayor Creech to approve the final reading of Ordinance No. 2022-104 with corrections to exhibits as recommended by staff; SECOND by Council Member Nichols; Motion APPROVED by a roll call vote.

Mayor Adcock **YES**
Vice Mayor Creech **YES**
Council Member Nichols **YES**

Council Member Adams **YES**
Council Member Butler **YES**

NEW BUSINESS

7. Major Projects Update – Aaron Mercer, Director of Development and Public Services

Mr. Mercer provided a comprehensive update on all major projects within the City of Umatilla, as of August 2, 2022.

REPORTS

Mayor Adcock asked about insurance of homes, apparently a law was passed by the legislature that has now caused another supplier of insurance to agree that within the next four months, they will back out and they are supplying insurance to homes in Umatilla. He asked if there is anything municipalities can do to express concern to the legislators with regard to the expenses being incurred as well as people being dropped from their insurance? Mr. Stone stated he would look into this and get back with City Council. He said this is within the purview of the State of Florida CFO.

Mr. Stone provided legislative updates from the recent Florida Municipal Attorney’s Association.

New prohibition on any Cities spending any money to provide information to voters about anything that will be on the ballot.

New regulations having to do with cyber security training which has become a very significant problem. Cities in Florida are now prohibited from paying ransom to ransomware hackers.

Mr. Stone will send a memorandum to City Council and answer any questions at a future meeting.

Council Member Nichols said another Young Eagles Event will be held on August 27, 2022. The City of Umatilla is still actively involved in putting the Citizens on Patrol program into effect. He recently attended an Active Shooter Drill Presentation at the Umatilla Middle School.

Mayor Adcock asked if anyone from staff or anyone who would like to be considered for leadership lake, they are taking applications for the 2022-2023 season. Mayor Adcock has the application packet.

Police Chief Bolton said officers are conducting another training at Umatilla High School today. Officer Seeley has come up with a course of active shooter drills course.

Regina Frazier stated staff is in configuration training for the software, currently working on Chart of Accounts.

Gwen Johns, City Clerk, reported on the Agenda Management Software Implementation process.

Thursday morning is Breakfast for Educators.

ADJOURNMENT

With no further business for discussion, meeting adjourned at approximately 7:16 p.m.

Kent Adcock, Mayor

Gwen Johns, MMC
City Clerk

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: August 11, 2022

MEETING DATE: August 19, 2022

SUBJECT: UHS Scholarship

ISSUE: Presentation

BACKGROUND SUMMARY:

Annually, the City Council budgets and awards one \$500 scholarship to an outstanding Umatilla High School student. This year, the scholarship award is being presented to Miss Emma Ethington.

STAFF RECOMMENDATIONS: Present Certificate of Scholarship to Miss Emma Ethington.

FISCAL IMPACTS: n/a

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: August 9, 2022 **MEETING DATE:** August 16, 2022

SUBJECT: Ordinance No. 2022 – 108 (Annexation)
Ordinance No. 2022 – 109 (Small Scale Comp Plan Amend)
Ordinance No. 2022 – 110 (Rezoning)

ISSUE: Bruce Annexation – Rezoning – Future Land Use Map Designation

BACKGROUND SUMMARY:

The applicant is proposing annexation of 2.6 + acres, small-scale comprehensive map amendment to Agriculture for the entire site, which is 7.9 acres and a rezoning to Agriculture Residential (AR) for the entire 7.9 acres. The subject site currently is in timber and has an agriculture exemption. The applicant intends to construct a residence.

Annexation

This site is considered infill development, is within the City’s ISBA Boundary, and contiguous to the City limits on three sides, thus eligible for annexation.

Rezoning

The proposed rezoning to AR-1 allows for 1 unit per 1 acre; however, the subject site is located within the Airport Overlay Zone which reduces the potential density to 1 unit per 2 acres or 4 units per Chapter 5, Section 7(c). The applicant indicated that they would like to construct a home.

Comprehensive Plan Amendment

The proposed comprehensive plan amendment from Lake County Urban Low Density (4 units/acre) and City Low Density (3 units/acre) to City Agriculture (1 unit/acre) is considered compatible with the adjacent land uses of Transportation/Aviation, SF low density and County Rural Transition. For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 26 single family residential units and under the proposed land use the maximum development is 8 single family residential units. The amendment reduces the potential residential units by 18 and reduces potential school age children by 6.

The proposed amendment would decrease the daily trips as outlined below based on maximum development potential. Rose Street (CR 44A) is classified as a collector roadway under the jurisdiction of Lake County with an adopted Level of Service (LOS) of D. The amendment would not degrade the LOS.

The proposed amendment is consistent with the following policies (among others):

- FLU 1-1.10.1 – Land Use Allocation
 - FLU 1-1.10.2 – Promote Orderly Growth
 - FLU 1-2.1.1 – Land Use Designations
-

STAFF RECOMMENDATIONS: Approval

Annexation

The site is eligible for annexation and is considered infill development. **Staff recommends approval.**

Comprehensive Plan Amendment

Low density residential development and Institutional type land uses are located adjacent to the subject site; therefore, the request is compatible with the area. The proposed amendment will not degrade the adopted Level of Service (LOS) for public facilities. The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

- FLU 1-1.10.1 – Land Use Allocation
- FLU 1-1.10.2 – Promote Orderly Growth
- FLU 1-2.1.1 – Land Use Designations
- FLU 1-2.8.1 – Agriculture Designation

Staff recommends approval.

Rezoning

Agriculture Residential is compatible with the area and is the lowest density zoning district of the city which is consistent with the Airport Overlay District. **Staff recommends approval.**

FISCAL IMPACTS:

OUNCIL ACTION:

Reviewed by City Attorney **Yes** **No** **N/A**

**CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.**

ANNEXATION, SMALL SCALE COMP PLAN AMENDMENT AND REZONING

Owner: Jason and Renae Bruce

Number of Acres: 7.9 ± acres

General Location: Southside of Rose Street and west of Skyline Drive

Existing Zoning: Lake County Rural Residential (RR) and City R-3

Proposed Zoning: Agriculture Residential (AR)

Existing Land Use: Urban Low (4 units/acre) and City SF Low Density (3 units/acre)

Proposed Land Use: Agriculture (1 unit/acre)

Date: July 5, 2022

Description of Project

The applicant is proposing annexation of 2.6 ± acres, small-scale comprehensive map amendment to Agriculture for the entire site and a rezoning to Agriculture Residential (AR) for the entire site. The subject site currently is in timber and has an agriculture exemption. The applicant intends to construct a residence.

	Surrounding Zoning	Surrounding Land Use
North	AZ and County Rural Residential (R-1)	Transportation/Aviation and Urban Low Density (4 units/acre)
South	Lake Umatilla	
East	R-3 and County Rural Residential (R-1)	SF Low Density (3 units/acre) and County Rural Transition (1 unit/5acres)
West	Agriculture Residential (AR-1)	SF Low Density (3 units/acre)

Assessment

Annexation

The subject 2.6 ± acre site is adjacent to the city limits on the north, south, east, and west boundaries and is therefore eligible for annexation.

Comprehensive Plan Amendment

The proposed comprehensive plan amendment from Lake County Urban Low Density (4 units/acre) and City Low Density (3 units/acre) to City Agriculture (1 unit/acre) is considered compatible with the adjacent land uses of Transportation/Aviation, SF low density and County Rural Transition.

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 26 single family residential units and under the proposed land use the maximum development is 8 single family residential units.

The amendment reduces the potential residential units by 18 and reduces potential school age children by 6.

The proposed amendment would decrease the daily trips as outlined below based on maximum development potential. Rose Street (CR 44A) is classified as a collector roadway under the jurisdiction of Lake County with an adopted Level of Service (LOS) of D. The amendment would not degrade the LOS.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	8 units	210	76	8	5	3
TOTAL GROSS TRIPS (PROPOSED)			76	8	5	3

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	26 units	210	245	26	16	10
TOTAL GROSS TRIPS (EXISTING)			245	26	16	10

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-18	-11	-7

The proposed amendment is consistent with the following policies (among others):

- FLU 1-1.10.1 – Land Use Allocation
- FLU 1-1.10.2 – Promote Orderly Growth
- FLU 1-2.1.1 – Land Use Designations

FLU 1-2.8.1 – Agriculture Designation

Potable Water Analysis

The subject site is within the City of Umatilla’s Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .653 MGD. The City has a current available capacity of .197 MGD and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City’s Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of .196 MGD.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla’s Utility Service area. The City currently owns, operates, and maintains a central sanitary sewer system. The permitted plant capacity is 0.300 MGD and the current available capacity is 0.096 MGD and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City’s Level of Service (LOS) standards (Table 2). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.095 MGD.

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. It is estimated that the proposed land use will produce 90 pounds of solid waste per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

Review of soils data indicates that the site appears to contain soils associated with gopher tortoises. Review of topographic maps indicates that the site is also within the sand skink consultation area. Review of available data indicates that there are wetlands located along the shoreline of Lake Umatilla and the site is partially located within the 100-year flood area. Prior to development, it is recommended that an environmental assessment be conducted. Should protected species occur, appropriate regulatory permits will be required prior to development.

Rezoning

The proposed rezoning to AR-1 allows for 1 unit per 1 acre; however, the subject site is located within the Airport Overlay Zone which reduces the potential density to 1 unit per 2 acres or 4 units per Chapter 5, Section 7(c). The applicant indicated that they would like to construct a home.

Recommendation

Annexation

The site is eligible for annexation and is considered infill development. Staff recommends approval.

Comprehensive Plan Amendment

Low density residential development and Institutional type land uses are located adjacent to the subject site; therefore, the request is compatible with the area. The proposed amendment will not degrade the adopted Level of Service (LOS) for public facilities. The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

FLU 1-1.10.1 – Land Use Allocation

FLU 1-1.10.2 – Promote Orderly Growth

FLU 1-2.1.1 – Land Use Designations

FLU 1-2.8.1 – Agriculture Designation

Staff recommends approval.

Rezoning

Agriculture Residential is compatible with the area and is the lowest density zoning district of the city which is consistent with the Airport Overlay District. Staff recommends approval.

Table 1 – Water Analysis

Ordinance #	Acres	Existing Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						.197
	2.6	Urban Low Density (4 units/acre) 10 units	Agriculture (1 unit/acre)	3 units	.002	
	5.3	City SF Low Density (3 units/acre) 16 units	Agriculture (1 unit/acre)	5 units		
*2022-	7.9	26 Units	Agriculture	8 Units	.002	0.195

* SSCPA Ordinance No

Projected population – 18 (8 x 2.2 pph)

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gdpdc

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.096
	2.6	Urban Low Density (4 units/acre) 10 units	Agriculture (1 unit/acre)	3 units		
	5.3	SF Low Density (3 units/acre) 16 units	Agriculture (1 unit/acre)	5 units	.001	
*2022	7.9	26 Units		8 Units	.001	0.095

* SSCPA Ordinance No

Projected population – 18 (8 x 2.2 pph)

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc

NOTICE OF PUBLIC HEARINGS

ORDINANCE 2022-108

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 2.6 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-109

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 7.9 ± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW DENSITY AND CITY SINGLE FAMILY LOW DENSITY TO AGRICULTURE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY JASON AND RENAE BRUCE LOCATED SOUTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-110

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 7.9 ± ACRES OF LAND ZONED LAKE COUNTY RURAL RESIDENTIAL (R-1) AND CITY SINGLE FAMILY LOW DENSITY (R-3) TO THE DESIGNATION OF CITY AGRICULTURE RESIDENTIAL (AR-1) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY JASON AND RANAE BRUCE LOCATED SOUTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

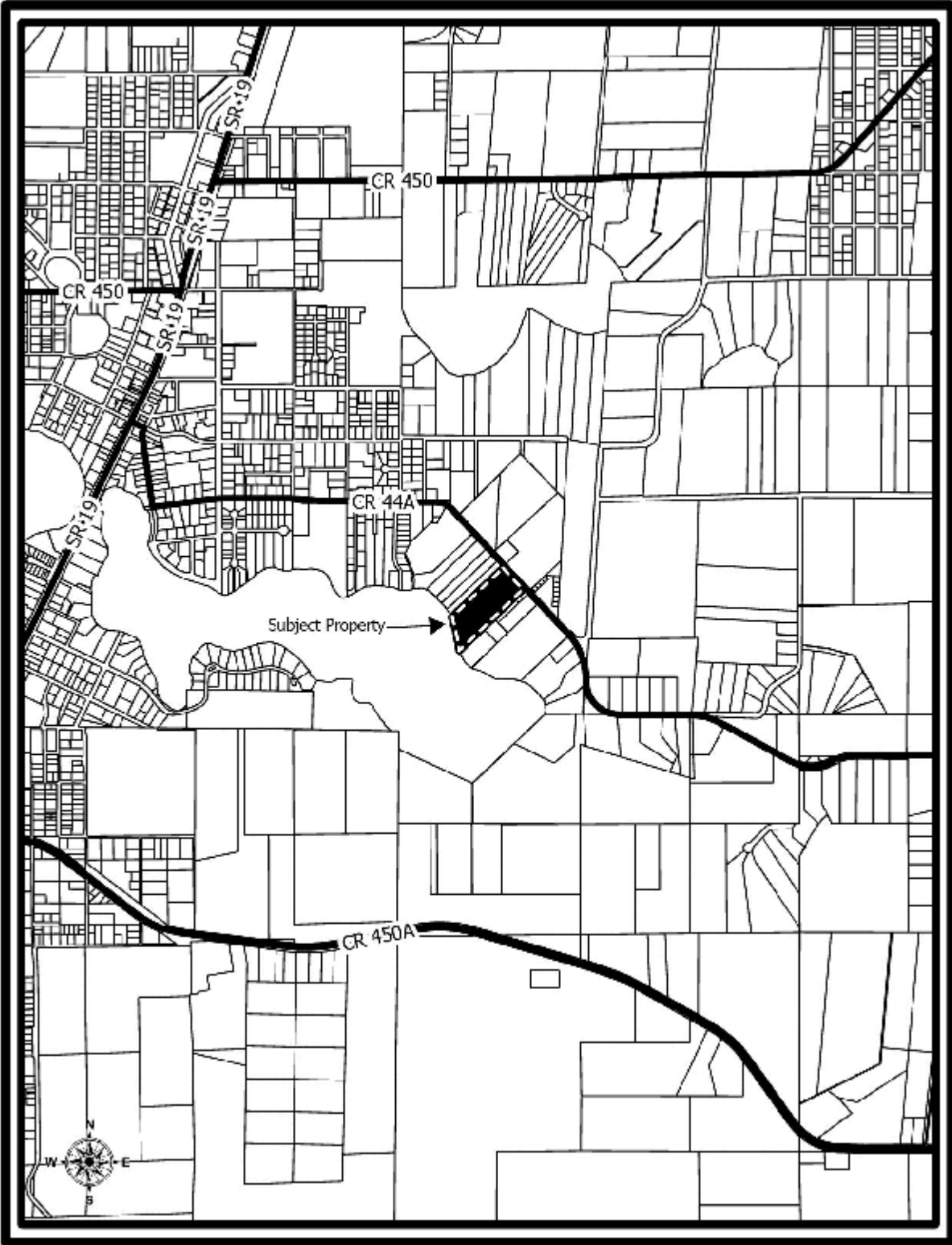
The proposed Ordinances will be considered at the following public meetings:

Local Planning Agency Meeting on August 16, 2022 at 5:45 p.m.
Umatilla City Council Meeting on August 16, 2022 at 6:00 p.m.
Umatilla City Council Meeting on September 6, 2022 at 6:00 p.m.

All meetings will be held at the Council Chambers, 1 S. Central Avenue, Umatilla, Florida. The proposed Ordinances and metes and bounds legal description of the property may be inspected by the public between

the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 669-3125.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinance. A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence which the appeal is based (Florida Statutes 286.0105).



ORDINANCE 2022-108

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 2.6 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted for annexation of approximately 2.6 acres of land generally located south of Rose Street and west of Skyline Drive (the “Property”) by Jason and Ranae Bruce as Owner;

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed annexation has been properly published; and

WHEREAS, the Property is contiguous to the City limits and may be annexed by the City of Umatilla.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1.

The following described property consisting of approximately 2.6 acres of land generally located south of Rose Street and west Skyline Drive, is hereby incorporated into and made part of the City of Umatilla Florida. The property is more particularly described and depicted as set forth on Exhibit “A” and as depicted on the map attached hereto as Exhibit “B” and incorporated herein by reference.

LEGAL DESCRIPTION: See Exhibit “A”

Alternate Key # 1105188

Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Secretary of State of Florida within seven (7) days after its passage on second and final reading.

Section 3.

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

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendment to include the property annexed in the City Comprehensive Plan.

Section 5. Utilities. The property is located within the City’s Chapter 180, Florida Statutes, Utility District. The owner hereby agrees that the City shall be the sole provider of water and wastewater services to the property subject to this Ordinance when such services become available subject to the rules and regulations established by State and Federal regulatory agencies, and applicable City ordinances, policies, and procedures. For the purposes of this Section 5, ‘available’ shall mean when the City’s potable water system comes within 300’ of the private water system or any of the central lines of such private system and when the City’s wastewater system comes within 1,000’ of the private treatment system or any central lines of such private system. Distances shall be measured as a curb line distance within the right of way or the centerline distance within an easement. The owner further agrees that when the City provides notice that such utilities are available; the owner shall connect to the applicable system within 12 months of the date of the City’s written notice.

Section 6: Scrivener’s Errors.

Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 7.

This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2022.

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Gwen Johns, MMC
City Clerk

Kevin Stone
City Attorney

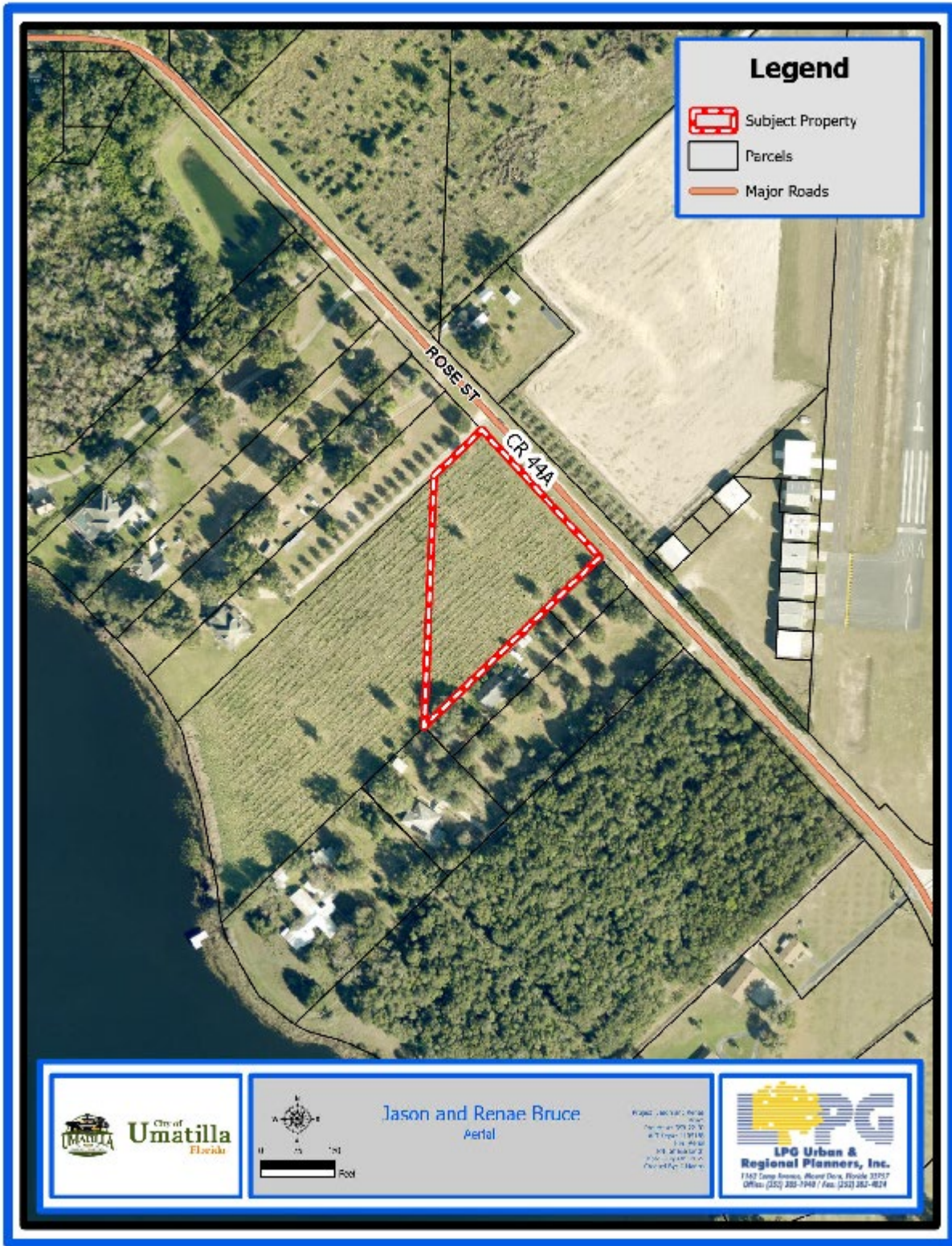
Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT “A”

Lot 19, outside the City Limits of Umatilla, Less the Westerly 195.05 feet thereof, WHITCOMB'S SUBDIVISION, as per plat thereof recorded in Plat Book 1, Page 74, Public Records of Lake County, Florida.

Less and Except: from the above lands any portion lying within the lands conveyed to the State of Florida, for the use and benefit of the State Road Department of Florida, by Deed recorded in Deed Book 333, Page 465, Public Records of Lake County, Florida.

EXHIBIT “B”



**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: August 9, 2022

MEETING DATE: August 16, 2022

SUBJECT: Ordinance No. 2022 – 108 (Annexation)
Ordinance No. 2022 – 109 (Small Scale Comp Plan Amend)
Ordinance No. 2022 – 110 (Rezoning)

ISSUE: Bruce Annexation – Rezoning – Future Land Use Map Designation

BACKGROUND SUMMARY:

The applicant is proposing annexation of 2.6 + acres, small-scale comprehensive map amendment to Agriculture for the entire site, which is 7.9 acres and a rezoning to Agriculture Residential (AR) for the entire 7.9 acres. The subject site currently is in timber and has an agriculture exemption. The applicant intends to construct a residence.

Annexation

This site is considered infill development, is within the City’s ISBA Boundary, and contiguous to the City limits on three sides, thus eligible for annexation.

Rezoning

The proposed rezoning to AR-1 allows for 1 unit per 1 acre; however, the subject site is located within the Airport Overlay Zone which reduces the potential density to 1 unit per 2 acres or 4 units per Chapter 5, Section 7(c). The applicant indicated that they would like to construct a home.

Comprehensive Plan Amendment

The proposed comprehensive plan amendment from Lake County Urban Low Density (4 units/acre) and City Low Density (3 units/acre) to City Agriculture (1 unit/acre) is considered compatible with the adjacent land uses of Transportation/Aviation, SF low density and County Rural Transition. For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 26 single family residential units and under the proposed land use the maximum development is 8 single family residential units. The amendment reduces the potential residential units by 18 and reduces potential school age children by 6.

The proposed amendment would decrease the daily trips as outlined below based on maximum development potential. Rose Street (CR 44A) is classified as a collector roadway under the jurisdiction of Lake County with an adopted Level of Service (LOS) of D. The amendment would not degrade the LOS.

The proposed amendment is consistent with the following policies (among others):

FLU 1-1.10.1 – Land Use Allocation

FLU 1-1.10.2 – Promote Orderly Growth

FLU 1-2.1.1 – Land Use Designations

STAFF RECOMMENDATIONS: Approval

Annexation

The site is eligible for annexation and is considered infill development. **Staff recommends approval.**

Comprehensive Plan Amendment

Low density residential development and Institutional type land uses are located adjacent to the subject site; therefore, the request is compatible with the area. The proposed amendment will not degrade the adopted Level of Service (LOS) for public facilities. The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

FLU 1-1.10.1 – Land Use Allocation

FLU 1-1.10.2 – Promote Orderly Growth

FLU 1-2.1.1 – Land Use Designations

FLU 1-2.8.1 – Agriculture Designation

Staff recommends approval.

Rezoning

Agriculture Residential is compatible with the area and is the lowest density zoning district of the city which is consistent with the Airport Overlay District. **Staff recommends approval.**

FISCAL IMPACTS:

COUNCIL ACTION:

Reviewed by City Attorney Yes No N/A

CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.

ANNEXATION, SMALL SCALE COMP PLAN AMENDMENT AND REZONING

Owner: Jason and Renae Bruce

Number of Acres: 7.9 ± acres

General Location: Southside of Rose Street and west of Skyline Drive

Existing Zoning: Lake County Rural Residential (RR) and City R-3

Proposed Zoning: Agriculture Residential (AR)

Existing Land Use: Urban Low (4 units/acre) and City SF Low Density (3 units/acre)

Proposed Land Use: Agriculture (1 unit/acre)

Date: July 5, 2022

Description of Project

The applicant is proposing annexation of 2.6 ± acres, small-scale comprehensive map amendment to Agriculture for the entire site and a rezoning to Agriculture Residential (AR) for the entire site. The subject site currently is in timber and has an agriculture exemption. The applicant intends to construct a residence.

	Surrounding Zoning	Surrounding Land Use
North	AZ and County Rural Residential (R-1)	Transportation/Aviation and Urban Low Density (4 units/acre)
South	Lake Umatilla	
East	R-3 and County Rural Residential (R-1)	SF Low Density (3 units/acre) and County Rural Transition (1 unit/5acres)
West	Agriculture Residential (AR-1)	SF Low Density (3 units/acre)

Assessment

Annexation

The subject 2.6 ± acre site is adjacent to the city limits on the north, south, east, and west boundaries and is therefore eligible for annexation.

Comprehensive Plan Amendment

The proposed comprehensive plan amendment from Lake County Urban Low Density (4 units/acre) and City Low Density (3 units/acre) to City Agriculture (1 unit/acre) is considered compatible with the adjacent land uses of Transportation/Aviation, SF low density and County Rural Transition.

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 26 single family residential units and under the proposed land use the maximum development is 8 single family residential units.

The amendment reduces the potential residential units by 18 and reduces potential school age children by 6.

The proposed amendment would decrease the daily trips as outlined below based on maximum development potential. Rose Street (CR 44A) is classified as a collector roadway under the jurisdiction of Lake County with an adopted Level of Service (LOS) of D. The amendment would not degrade the LOS.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	8 units	210	76	8	5	3
TOTAL GROSS TRIPS (PROPOSED)			76	8	5	3

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	26 units	210	245	26	16	10
TOTAL GROSS TRIPS (EXISTING)			245	26	16	10

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-18	-11	-7

The proposed amendment is consistent with the following policies (among others):

- FLU 1-1.10.1 – Land Use Allocation
- FLU 1-1.10.2 – Promote Orderly Growth
- FLU 1-2.1.1 – Land Use Designations

FLU 1-2.8.1 – Agriculture Designation

Potable Water Analysis

The subject site is within the City of Umatilla’s Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .653 MGD. The City has a current available capacity of .197 MGD and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City’s Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of .196 MGD.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla’s Utility Service area. The City currently owns, operates, and maintains a central sanitary sewer system. The permitted plant capacity is 0.300 MGD and the current available capacity is 0.096 MGD and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City’s Level of Service (LOS) standards (Table 2). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.095 MGD.

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. It is estimated that the proposed land use will produce 90 pounds of solid waste per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

Review of soils data indicates that the site appears to contain soils associated with gopher tortoises. Review of topographic maps indicates that the site is also within the sand skink consultation area. Review of available data indicates that there are wetlands located along the shoreline of Lake Umatilla and the site is partially located within the 100-year flood area. Prior to development, it is recommended that an environmental assessment be conducted. Should protected species occur, appropriate regulatory permits will be required prior to development.

Rezoning

The proposed rezoning to AR-1 allows for 1 unit per 1 acre; however, the subject site is located within the Airport Overlay Zone which reduces the potential density to 1 unit per 2 acres or 4 units per Chapter 5, Section 7(c). The applicant indicated that they would like to construct a home.

Recommendation

Annexation

The site is eligible for annexation and is considered infill development. Staff recommends approval.

Comprehensive Plan Amendment

Low density residential development and Institutional type land uses are located adjacent to the subject site; therefore, the request is compatible with the area. The proposed amendment will not degrade the adopted Level of Service (LOS) for public facilities. The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

- FLU 1-1.10.1 – Land Use Allocation
- FLU 1-1.10.2 – Promote Orderly Growth
- FLU 1-2.1.1 – Land Use Designations
- FLU 1-2.8.1 – Agriculture Designation

Staff recommends approval.

Rezoning

Agriculture Residential is compatible with the area and is the lowest density zoning district of the city which is consistent with the Airport Overlay District. Staff recommends approval.

Table 1 – Water Analysis

Ordinance #	Acres	Existing Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						.197
	2.6	Urban Low Density (4 units/acre) 10 units	Agriculture (1 unit/acre)	3 units	.002	
	5.3	City SF Low Density (3 units/acre) 16 units	Agriculture (1 unit/acre)	5 units		
*2022-	7.9	26 Units	Agriculture	8 Units	.002	0.195

* SSCPA Ordinance No

Projected population – 18 (8 x 2.2 pph)

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gdpdc

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.096
	2.6	Urban Low Density (4 units/acre) 10 units	Agriculture (1 unit/acre)	3 units		
	5.3	SF Low Density (3 units/acre) 16 units	Agriculture (1 unit/acre)	5 units	.001	
*2022	7.9	26 Units		8 Units	.001	0.095

* SSCPA Ordinance No

Projected population – 18 (8 x 2.2 pph)

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc

NOTICE OF PUBLIC HEARINGS

ORDINANCE 2022-108

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 2.6 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-109

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 7.9 ± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW DENSITY AND CITY SINGLE FAMILY LOW DENSITY TO AGRICULTURE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY JASON AND RENAE BRUCE LOCATED SOUTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-110

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 7.9 ± ACRES OF LAND ZONED LAKE COUNTY RURAL RESIDENTIAL (R-1) AND CITY SINGLE FAMILY LOW DENSITY (R-3) TO THE DESIGNATION OF CITY AGRICULTURE RESIDENTIAL (AR-1) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY JASON AND RANAE BRUCE LOCATED SOUTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinances will be considered at the following public meetings:

Local Planning Agency Meeting on August 16, 2022 at 5:45 p.m.

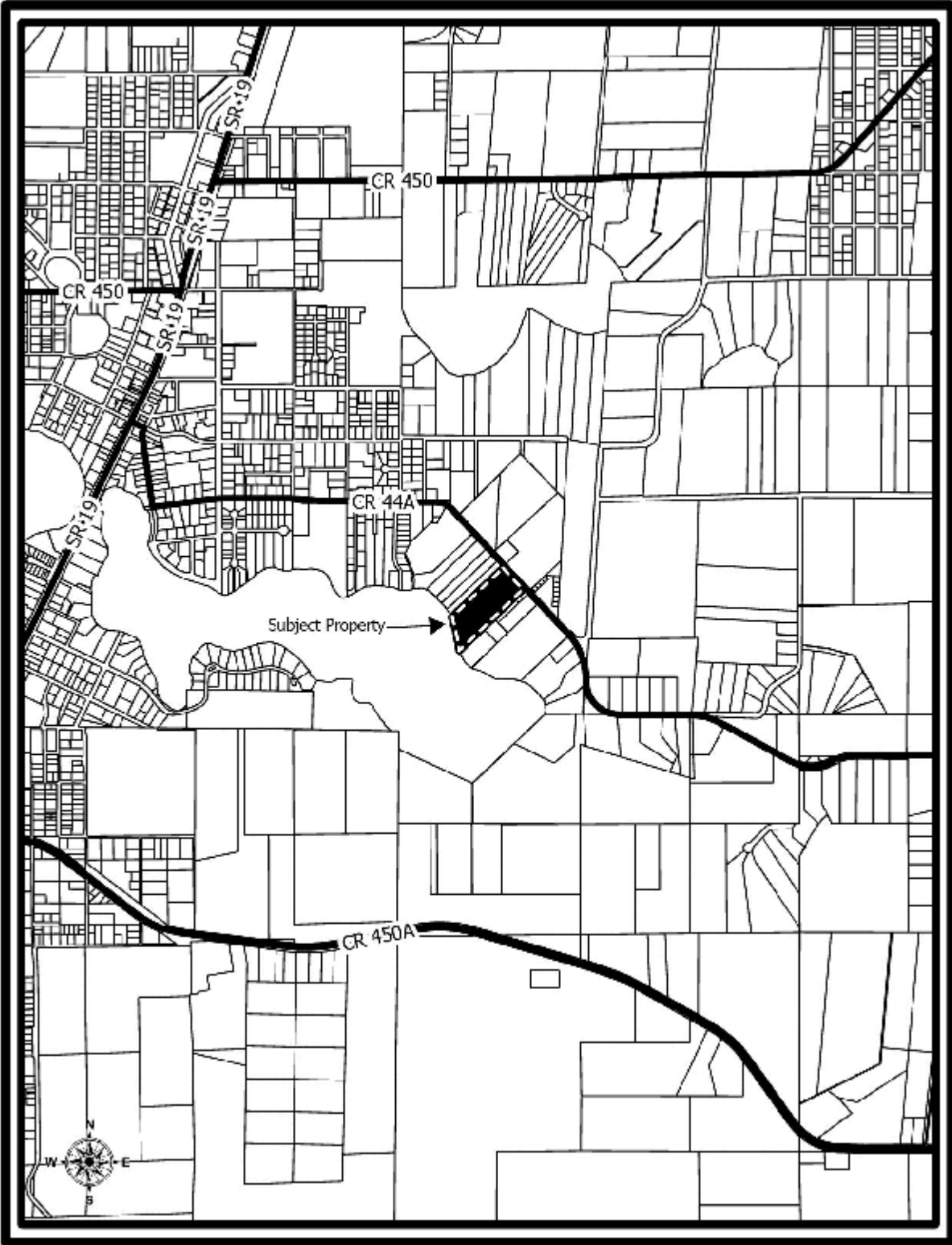
Umatilla City Council Meeting on August 16, 2022 at 6:00 p.m.

Umatilla City Council Meeting on September 6, 2022 at 6:00 p.m.

All meetings will be held at the Council Chambers, 1 S. Central Avenue, Umatilla, Florida. The proposed Ordinances and metes and bounds legal description of the property may be inspected by the public between

the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 669-3125.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinance. A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence which the appeal is based (Florida Statutes 286.0105).



ORDINANCE 2022-109

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 7.9 ± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW DENSITY AND CITY SINGLE FAMILY LOW DENSITY TO AGRICULTURE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY JASON AND RENAE BRUCE LOCATED SOUTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Jason and Renae Bruce, as owner, requesting that real property within the city limits of the City of Umatilla be assigned a land use designation from Lake County Urban Low Density and City Single Family Low Density to Agriculture under the Comprehensive Plan for the City of Umatilla;

WHEREAS, the amendment would facilitate residential development and is in compliance with the policies of the City’s comprehensive plan; and

WHEREAS, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Local Planning Agency for the City of Umatilla have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Council of the City of Umatilla.

WHEREAS, the City Council reviewed said petition, the recommendations of the Land Planning Agency, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF UMATILLA, FLORIDA, AS FOLLOWS:

Section 1: Purpose and Intent.

That the land use classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be designated from Lake County Urban Low Density and City Single Family Low Density to Agriculture as depicted on the map attached hereto as Exhibit “A”, and as defined in the Umatilla Comprehensive Plan.

LEGAL DESCRIPTION: See Exhibit “B”

Alternate Key # 1105188 AND 1040272

- A. That a copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Umatilla as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.
- B. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Umatilla.

Section 2: Severability.

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

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: Scrivener’s Errors.

Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5: Effective Date.

This Ordinance shall become effective 31 days after its adoption by the City Council. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2022.

 Kent Adcock, Mayor
 City of Umatilla, Florida

ATTEST:

Approved as to Form:

 Gwen Johns, MMC
 City Clerk

 Kevin Stone
 City Attorney

Passed First Reading _____
 Passed Second Reading _____
 (SEAL)

EXHIBIT "A"

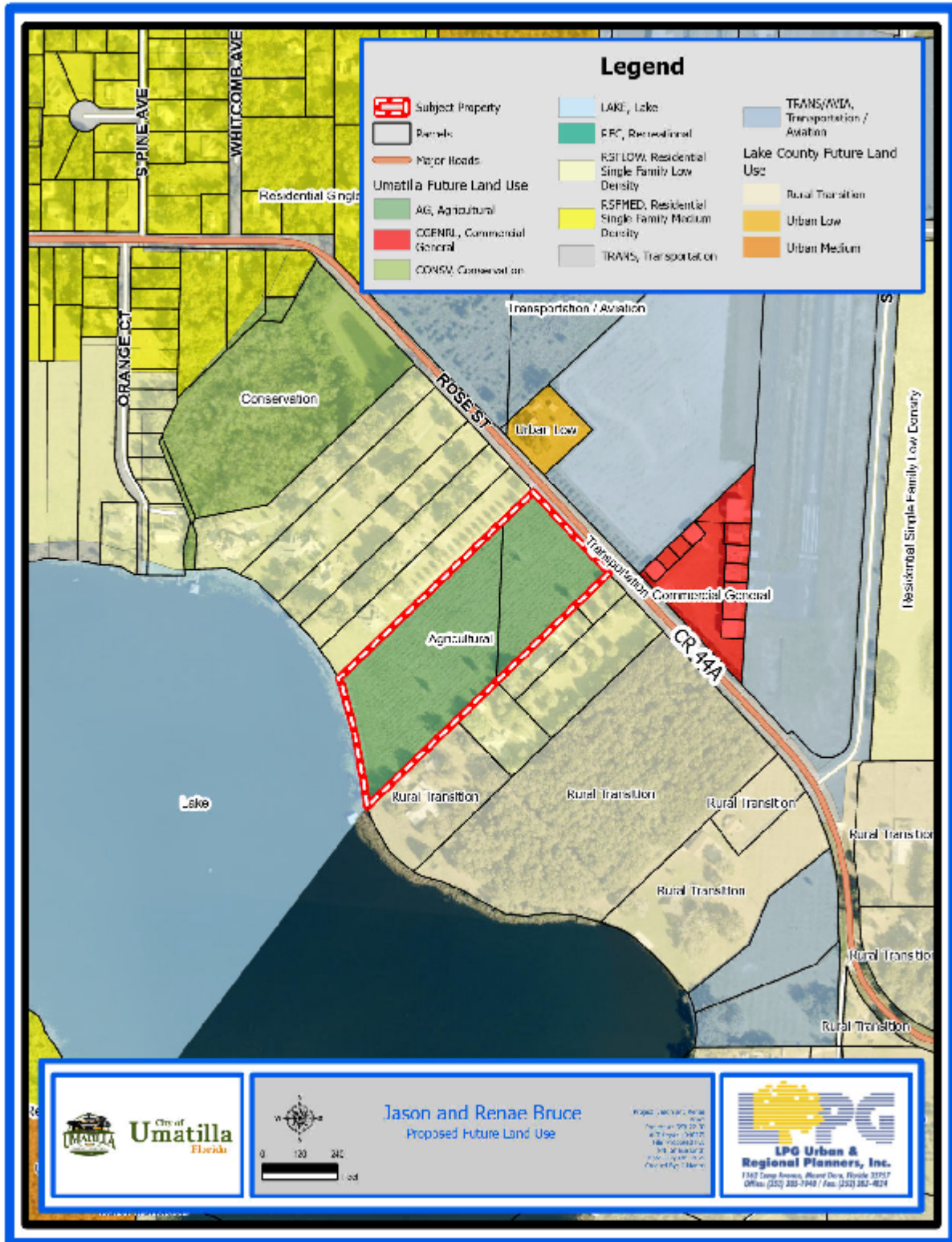


EXHIBIT "B"

LEGAL DESCRIPTION

From the NW corner of Lot 19, WHITCOMB'S SUBDIVISION, as per plat thereof as recorded in Plat Book 1, Page 74, Public Records of Lake County, Florida, run South 43°15'05" East 195.05 feet, thence South 46°30'45" West to the East boundary line of Government Lot 3 of Section 18, Township 18 South, Range 27 East for Point of Beginning. Thence run South 46°30'45" West to the lake shore; thence Southeasterly along the lake shore to the Southeast corner of Lot 19; thence North along the lot line to a point South of the Point of Beginning; thence North to the Point of Beginning. Less land lying Outside of the City Limits of Umatilla.

Less and Except: from the above lands any portion lying within the lands conveyed to the State of Florida, for the use and benefit of the State Road Department of Florida, by Deed recorded in Deed Book 333, Page 465, Public Records of Lake County, Florida.

TOGETHER WITH:

Lot 19, outside the City Limits of Umatilla, Less the Westerly 195.05 feet thereof, WHITCOMB'S SUBDIVISION, as per plat thereof recorded in Plat Book 1, Page 74, Public Records of Lake County, Florida.

Less and Except: from the above lands any portion lying within the lands conveyed to the State of Florida, for the use and benefit of the State Road Department of Florida, by Deed recorded in Deed Book 333, Page 465, Public Records of Lake County, Florida.

ALSO KNOWN AS:

Lot 19, WHITCOMB'S SUBDIVISION, as per plat thereof recorded in Plat Book 1, Page 74, Public Records of Lake County, Florida, less and except the Westerly 195.05 feet thereof.

Less and Except: from the above lands any portion lying within the lands conveyed to the State of Florida, for the use and benefit of the State Road Department of Florida, by Deed recorded in Deed Book 333, Page 465, Public Records of Lake County, Florida.

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: August 9, 2022

MEETING DATE: August 16, 2022

SUBJECT: Ordinance No. 2022 – 108 (Annexation)
Ordinance No. 2022 – 109 (Small Scale Comp Plan Amend)
Ordinance No. 2022 – 110 (Rezoning)

ISSUE: Bruce Annexation – Rezoning – Future Land Use Map Designation

BACKGROUND SUMMARY:

The applicant is proposing annexation of 2.6 + acres, small-scale comprehensive map amendment to Agriculture for the entire site, which is 7.9 acres and a rezoning to Agriculture Residential (AR) for the entire 7.9 acres. The subject site currently is in timber and has an agriculture exemption. The applicant intends to construct a residence.

Annexation

This site is considered infill development, is within the City’s ISBA Boundary, and contiguous to the City limits on three sides, thus eligible for annexation.

Rezoning

The proposed rezoning to AR-1 allows for 1 unit per 1 acre; however, the subject site is located within the Airport Overlay Zone which reduces the potential density to 1 unit per 2 acres or 4 units per Chapter 5, Section 7(c). The applicant indicated that they would like to construct a home.

Comprehensive Plan Amendment

The proposed comprehensive plan amendment from Lake County Urban Low Density (4 units/acre) and City Low Density (3 units/acre) to City Agriculture (1 unit/acre) is considered compatible with the adjacent land uses of Transportation/Aviation, SF low density and County Rural Transition. For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 26 single family residential units and under the proposed land use the maximum development is 8 single family residential units. The amendment reduces the potential residential units by 18 and reduces potential school age children by 6.

The proposed amendment would decrease the daily trips as outlined below based on maximum development potential. Rose Street (CR 44A) is classified as a collector roadway under the jurisdiction of Lake County with an adopted Level of Service (LOS) of D. The amendment would not degrade the LOS.

The proposed amendment is consistent with the following policies (among others):

FLU 1-1.10.1 – Land Use Allocation

FLU 1-1.10.2 – Promote Orderly Growth

FLU 1-2.1.1 – Land Use Designations

STAFF RECOMMENDATIONS: Approval

Annexation

The site is eligible for annexation and is considered infill development. **Staff recommends approval.**

Comprehensive Plan Amendment

Low density residential development and Institutional type land uses are located adjacent to the subject site; therefore, the request is compatible with the area. The proposed amendment will not degrade the adopted Level of Service (LOS) for public facilities. The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

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FLU 1-2.1.1 – Land Use Designations

FLU 1-2.8.1 – Agriculture Designation

Staff recommends approval.

Rezoning

Agriculture Residential is compatible with the area and is the lowest density zoning district of the city which is consistent with the Airport Overlay District. **Staff recommends approval.**

FISCAL IMPACTS:

COUNCIL ACTION:

Reviewed by City Attorney Yes No N/A

**CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.**

ANNEXATION, SMALL SCALE COMP PLAN AMENDMENT AND REZONING

Owner: Jason and Renae Bruce

Number of Acres: 7.9 ± acres

General Location: Southside of Rose Street and west of Skyline Drive

Existing Zoning: Lake County Rural Residential (RR) and City R-3

Proposed Zoning: Agriculture Residential (AR)

Existing Land Use: Urban Low (4 units/acre) and City SF Low Density (3 units/acre)

Proposed Land Use: Agriculture (1 unit/acre)

Date: July 5, 2022

Description of Project

The applicant is proposing annexation of 2.6 ± acres, small-scale comprehensive map amendment to Agriculture for the entire site and a rezoning to Agriculture Residential (AR) for the entire site. The subject site currently is in timber and has an agriculture exemption. The applicant intends to construct a residence.

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East	R-3 and County Rural Residential (R-1)	SF Low Density (3 units/acre) and County Rural Transition (1 unit/5acres)
West	Agriculture Residential (AR-1)	SF Low Density (3 units/acre)

Assessment

Annexation

The subject 2.6 ± acre site is adjacent to the city limits on the north, south, east, and west boundaries and is therefore eligible for annexation.

Comprehensive Plan Amendment

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For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 26 single family residential units and under the proposed land use the maximum development is 8 single family residential units.

The amendment reduces the potential residential units by 18 and reduces potential school age children by 6.

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TRIP GENERATION ANALYSIS

Proposed Land Use Program

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Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

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TOTAL NET TRIPS (PROPOSED – EXISTING)	-18	-11	-7

The proposed amendment is consistent with the following policies (among others):

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- FLU 1-1.10.2 – Promote Orderly Growth
- FLU 1-2.1.1 – Land Use Designations

FLU 1-2.8.1 – Agriculture Designation

Potable Water Analysis

The subject site is within the City of Umatilla’s Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .653 MGD. The City has a current available capacity of .197 MGD and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City’s Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of .196 MGD.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla’s Utility Service area. The City currently owns, operates, and maintains a central sanitary sewer system. The permitted plant capacity is 0.300 MGD and the current available capacity is 0.096 MGD and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City’s Level of Service (LOS) standards (Table 2). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.095 MGD.

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. It is estimated that the proposed land use will produce 90 pounds of solid waste per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

Review of soils data indicates that the site appears to contain soils associated with gopher tortoises. Review of topographic maps indicates that the site is also within the sand skink consultation area. Review of available data indicates that there are wetlands located along the shoreline of Lake Umatilla and the site is partially located within the 100-year flood area. Prior to development, it is recommended that an environmental assessment be conducted. Should protected species occur, appropriate regulatory permits will be required prior to development.

Rezoning

The proposed rezoning to AR-1 allows for 1 unit per 1 acre; however, the subject site is located within the Airport Overlay Zone which reduces the potential density to 1 unit per 2 acres or 4 units per Chapter 5, Section 7(c). The applicant indicated that they would like to construct a home.

Recommendation

Annexation

The site is eligible for annexation and is considered infill development. Staff recommends approval.

Comprehensive Plan Amendment

Low density residential development and Institutional type land uses are located adjacent to the subject site; therefore, the request is compatible with the area. The proposed amendment will not degrade the adopted Level of Service (LOS) for public facilities. The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

FLU 1-1.10.1 – Land Use Allocation

FLU 1-1.10.2 – Promote Orderly Growth

FLU 1-2.1.1 – Land Use Designations

FLU 1-2.8.1 – Agriculture Designation

Staff recommends approval.

Rezoning

Agriculture Residential is compatible with the area and is the lowest density zoning district of the city which is consistent with the Airport Overlay District. Staff recommends approval.

Table 1 – Water Analysis

Ordinance #	Acres	Existing Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						.197
	2.6	Urban Low Density (4 units/acre) 10 units	Agriculture (1 unit/acre)	3 units	.002	
	5.3	City SF Low Density (3 units/acre) 16 units	Agriculture (1 unit/acre)	5 units		
*2022-	7.9	26 Units	Agriculture	8 Units	.002	0.195

* SSCPA Ordinance No

Projected population – 18 (8 x 2.2 pph)

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gdpdc

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.096
	2.6	Urban Low Density (4 units/acre) 10 units	Agriculture (1 unit/acre)	3 units		
	5.3	SF Low Density (3 units/acre) 16 units	Agriculture (1 unit/acre)	5 units	.001	
*2022	7.9	26 Units		8 Units	.001	0.095

* SSCPA Ordinance No

Projected population – 18 (8 x 2.2 pph)

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc

NOTICE OF PUBLIC HEARINGS

ORDINANCE 2022-108

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 2.6 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-109

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 7.9 ± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW DENSITY AND CITY SINGLE FAMILY LOW DENSITY TO AGRICULTURE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY JASON AND RENAE BRUCE LOCATED SOUTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2022-110

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 7.9 ± ACRES OF LAND ZONED LAKE COUNTY RURAL RESIDENTIAL (R-1) AND CITY SINGLE FAMILY LOW DENSITY (R-3) TO THE DESIGNATION OF CITY AGRICULTURE RESIDENTIAL (AR-1) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY JASON AND RANAE BRUCE LOCATED SOUTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

The proposed Ordinances will be considered at the following public meetings:

Local Planning Agency Meeting on August 16, 2022 at 5:45 p.m.

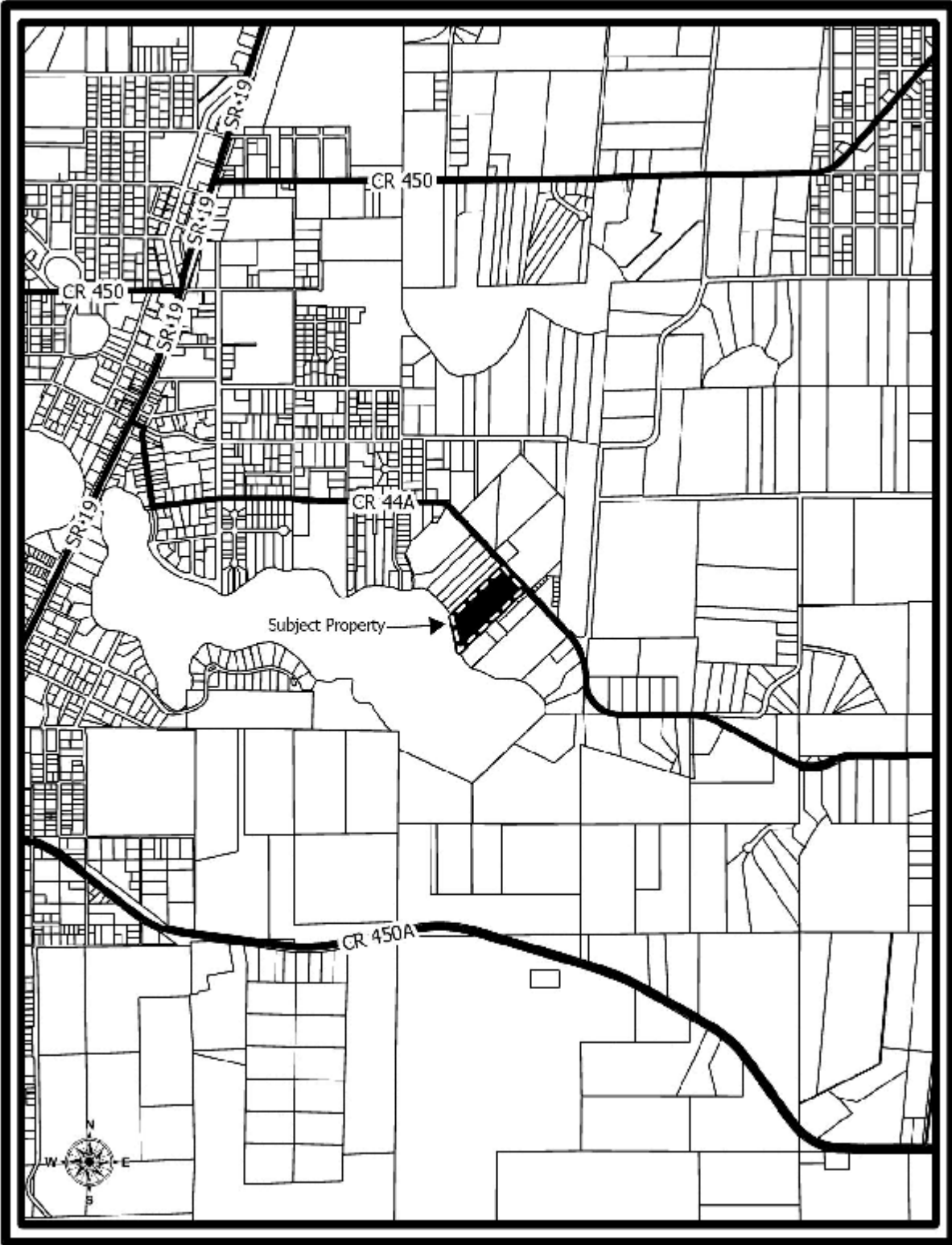
Umatilla City Council Meeting on August 16, 2022 at 6:00 p.m.

Umatilla City Council Meeting on September 6, 2022 at 6:00 p.m.

All meetings will be held at the Council Chambers, 1 S. Central Avenue, Umatilla, Florida. The proposed Ordinances and metes and bounds legal description of the property may be inspected by the public between

the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 669-3125.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinance. A person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence which the appeal is based (Florida Statutes 286.0105).



1
2
3 **ORDINANCE 2022-110**

4 **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA,**
5 **RECLASSIFYING 7.9 ± ACRES OF LAND ZONED LAKE COUNTY RURAL RESIDENTIAL**
6 **(R-1) AND CITY SINGLE FAMILY LOW DENSITY (R-3) TO THE DESIGNATION OF CITY**
7 **AGRICULTURE RESIDENTIAL (AR-1) FOR THE HEREAFTER DESCRIBED PROPERTY**
8 **OWNED BY JASON AND RANAE BRUCE LOCATED SOUTH OF ROSE STREET AND WEST**
9 **OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED**
10 **COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT**
11 **COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE**
12 **OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.**

13 **WHEREAS,** a petition has been submitted by Bruce and Ranae Bruce, Owners, to rezone
14 approximately 7.9 acres of land from Lake County Rural Residential (R-1) and City Single Family Low
15 Density (R-3) to City Agriculture Residential (AR-1);

16
17 **WHEREAS,** the Petition bears the signature of all required parties; and

18
19 **WHEREAS,** the required notice of the proposed rezoning has been properly published;

20
21 **WHEREAS,** the City Council reviewed said petition, the recommendations of staff report and any
22 comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing
23 duly advertised;

24
25 **WHEREAS,** upon review, certain terms pertaining to the development of the above-described
26 property have been duly approved, and

27
28 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Umatilla, Florida,
29 as follows:

30
31 **Section 1: Purpose and Intent.**

32 That the zoning classification of the following described property, being situated in the City of Umatilla,
33 Florida, shall hereafter be designated as Agriculture Residential (AR-1) as defined in the Umatilla Land
34 Development Regulations and as depicted on the map attached hereto as Exhibit "A" and incorporated
35 herein by reference.

36
37 **LEGAL DESCRIPTION:** See Exhibit "B"

38
39 **Alternate Key # 1105188 AND 1040272**

40
41 **Section 2: Zoning Classification.**

42 That the property shall be designated as AR-1, Agriculture Residential, in accordance with Chapter 6,
43 Section 2(a) of the Land Development Regulations of the City of Umatilla, Florida.

44
45 **Section 3:** The City Manager, or designee, is hereby directed to amend, alter, and implement the
46 official zoning map of the City of Umatilla, Florida, to include said designation consistent with this
47 Ordinance.

52 **Section 4: Severability.**
53 If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void,
54 unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall
55 remain in full force and effect.

56
57 **Section 5: Scrivener's Errors.**
58 Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting,
59 by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal
60 description.

61
62 **Section 6: Effective Date.**
63 This Ordinance shall become effective immediately upon passage by the City Council of the City of
64 Umatilla.

65
66 **PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County,
67 Florida, this _____ day of _____, 2022.

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71 _____
72 Kent Adcock, Mayor
73 City of Umatilla, Florida

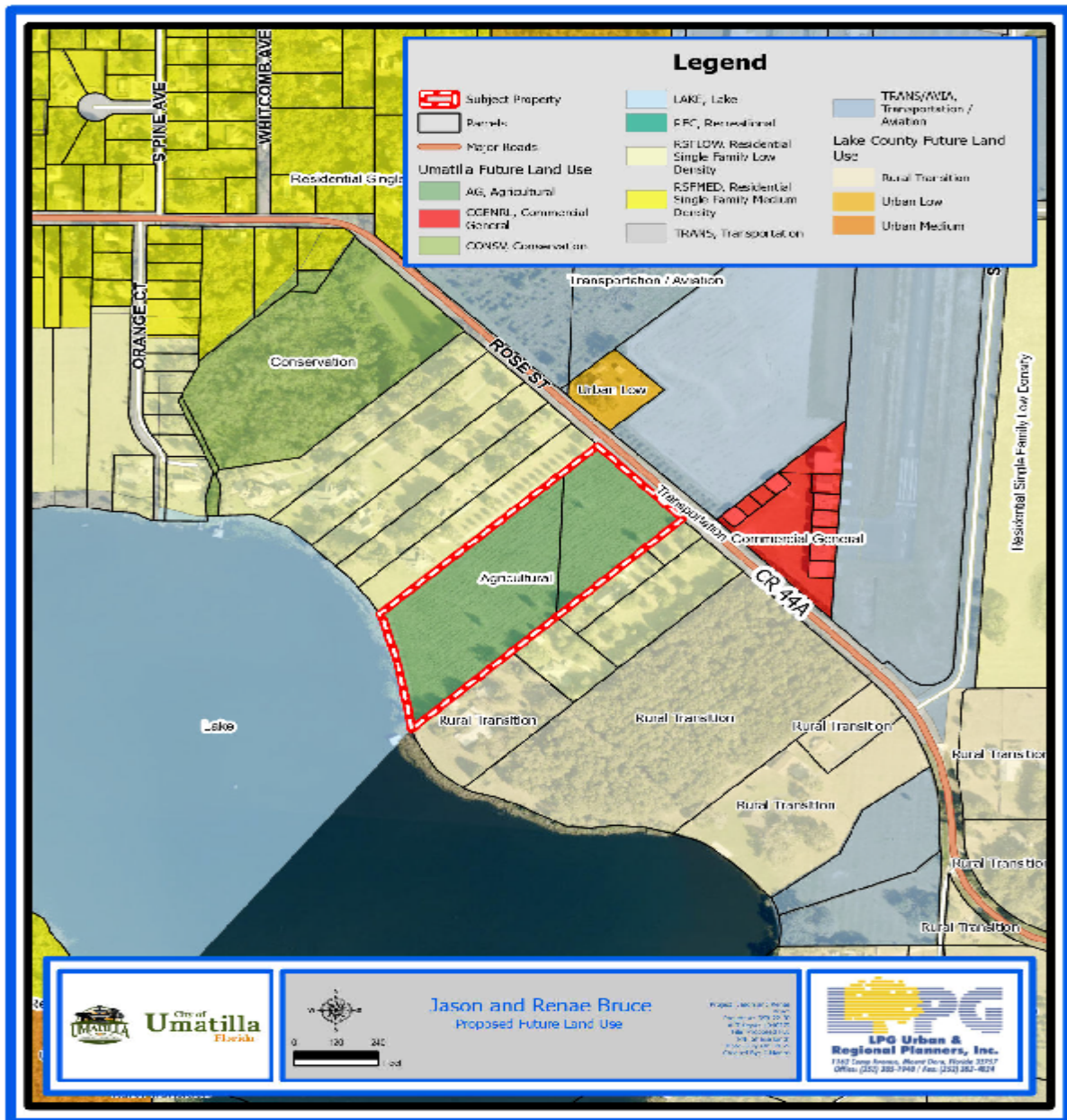
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75 ATTEST: Approved as to Form:
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78 _____
79 Gwen Johns, MMC Kevin Stone
80 City Clerk City Attorney

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83 Passed First Reading _____
84 Passed Second Reading _____
85 (SEAL)

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EXHIBIT "A"



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EXHIBIT "B"
LEGAL DESCRIPTION

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From the NW corner of Lot 19, WHITCOMB'S SUBDIVISION, as per plat thereof as recorded in Plat Book 1, Page 74, Public Records of Lake County, Florida, run South 43°15'05" East 195.05 feet, thence South 46°30'45" West to the East boundary line of Government Lot 3 of Section 18, Township 18 South, Range 27 East for Point of Beginning. Thence run South 46°30'45" West to the lake shore; thence Southeasterly along the lake shore to the Southeast corner of Lot 19; thence North along the lot line to a point South of the Point of Beginning; thence North to the Point of Beginning. Less land lying Outside of the City Limits of Umatilla.

Less and Except: from the above lands any portion lying within the lands conveyed to the State of Florida, for the use and benefit of the State Road Department of Florida, by Deed recorded in Deed Book 333, Page 465, Public Records of Lake County, Florida.

TOGETHER WITH:

Lot 19, outside the City Limits of Umatilla, Less the Westerly 195.05 feet thereof, WHITCOMB'S SUBDIVISION, as per plat thereof recorded in Plat Book 1, Page 74, Public Records of Lake County, Florida.

Less and Except: from the above lands any portion lying within the lands conveyed to the State of Florida, for the use and benefit of the State Road Department of Florida, by Deed recorded in Deed Book 333, Page 465, Public Records of Lake County, Florida.

ALSO KNOWN AS:

Lot 19, WHITCOMB'S SUBDIVISION, as per plat thereof recorded in Plat Book 1, Page 74, Public Records of Lake County, Florida, less and except the Westerly 195.05 feet thereof.

Less and Except: from the above lands any portion lying within the lands conveyed to the State of Florida, for the use and benefit of the State Road Department of Florida, by Deed recorded in Deed Book 333, Page 465, Public Records of Lake County, Florida.

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: August 9, 2022 **MEETING DATE:** August 16, 2022

SUBJECT: Airport Ground Lease

ISSUE: 30-year Ground Lease Agreement – Todd Faden, Right Rudder, LLC

BACKGROUND SUMMARY: Agreement Synopsis:

This is a 30-year ground lease agreement with an annual payment of \$4,356 and hanger construction requirement for Todd Faden, Right Rudder, LLC, and the City of Umatilla. The agreement requires the tenant to perform any necessary site work and construct and maintain a hangar of good commercial quality at least 2,000 square feet in size, together with other aviation-related improvements on the site for the purpose of storing and maintaining aircraft, including improvements desired by tenant for aircraft parking, storage, and maintenance, and flight instruction pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations.

If the City does not approve the tenant’s hangar, or tenant is otherwise unable to build a hangar due to a refusal or failure to act by City, this Agreement shall be terminated and of no further force and effect.

All construction shall be subject to the approval of the City and the hangar shall be designed and constructed with a material and color to match (galvalume) and complement other hangars on the Airport property.

Hangar construction shall be completed within 180 days of its commencement.

Staff recommends approval.

FISCAL IMPACTS:

COUNCIL ACTION:

Reviewed by City Attorney **Yes** **No** **vN/A**

AIRPORT GROUND LEASE AGREEMENT

BETWEEN

THE CITY OF UMATILLA, FLORIDA

AND

RIGHT RUDDER VENTURES, LLC

THIS AIRPORT GROUND LEASE AGREEMENT (“Agreement”) is made and entered into by and between the **CITY OF UMATILLA, FLORIDA**, a municipal corporation, which shall be called the “Lessor” in this Agreement, and **RIGHT RUDDER, LLC**, a Florida limited liability company, the “Tenant” in this Agreement and whose mailing address is PO Box 1943, Mount Dora, FL. 32756, for a hangar site at the City of Umatilla Municipal Airport (“Airport”).

In consideration of the mutual terms and conditions contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

I. GROUND LEASE

- A. Agreement to Lease Premises.** Lessor hereby leases to Tenant and Tenant hereby leases from Lessor the Airport hangar site more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Premises”) for the purposes set forth in this Agreement. Tenant agrees to accept the Premises “as is,” and Lessor makes no warranty as to the condition of the Premises or their suitability for any particular purpose.
- B. Purpose of Agreement.** Subject to the terms of this Agreement, Tenant will, at Tenant’s sole cost and expense, perform any necessary site work and construct and maintain a hangar of good commercial quality at least 2000 square feet in size, together with other aviation-related improvements on the Premises for the purpose of storing and maintaining aircraft, including improvements desired by Tenant for aircraft parking, storage, and maintenance, and flight instruction pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations. Tenant may make such further ancillary improvements beyond the foregoing within Tenant’s hangar that Tenant so desires, so long as such improvements are done pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations. Tenant shall not make or cause to be made to the Premises any alteration or improvement without Lessor’s prior written consent (in Lessor’s sole discretion). Lessor’s approval and permitting of Tenant’s hangar is a condition precedent to the effectiveness of this Agreement. If Lessor does not approve Tenant’s hangar, or Tenant is otherwise unable to build Tenant’s hangar due to a refusal or failure to act by Lessor, this Agreement shall be terminated and of no further force and effect. Tenant shall not alter or improve any area of the Airport that is not leased by Tenant. Construction shall be

subject to the approval of the Lessor. The hangar shall be designed and constructed with a material and color to match (galvalume) and complement other hangars on the Airport property. Hangar construction shall be completed within 180 days of its commencement.

- C. **Title to Improvements.** During the term of this Agreement, all portions of the hangar and any other improvements that are constructed or acquired by Tenant shall be and remain the personal property of the Tenant. Upon termination of this Agreement after all renewals provided for in this Agreement and as may be extended by the mutual agreement of the parties or their successors and assigns, title to improvements will be transferred to Lessor.
- D. **Access.** Lessor agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants (that are approved by Lessor pursuant to this Agreement), contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") are authorized to ingress and egress across the common areas of the Airport (in the areas designated by Lessor, for the purposes for which they were designed, and as permitted by applicable laws and regulations) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.
- E. **Right of Flight and Other Reserved Rights.** This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to Lessor, Lessor reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.

II. RENT AND PAYMENT

- A. **Amount Due.** Tenant covenants to pay annual rent to Lessor for Tenant's lease of the Premises in the amount of Four Thousand Three Hundred Fifty-Six Dollars and No/100 (\$4,356.00) commencing on the Commencement Date. Lessor and Tenant agree that Tenant's annual rent shall increase each year (or fraction of a year) when this Agreement is in effect by a percentage not exceeding the 12-month percentage change in the CPI-U All Urban Consumers index published by the U.S. Bureau of Labor Statistics for the preceding calendar year. Once timely paid, annual prepaid rent shall not be adjustable and shall be considered rent paid in full for the annual period. The rent for any fraction of a year shall be prorated.
- B. **When Due.** Annual rent payments shall be payable in advance and due on or before July 1st of each year during the term of this Agreement.
- C. **Payments.** Any amount due in connection with this Agreement or the use of the Airport shall be due without prior notice or demand, except when notice is necessary to make Tenant aware of an amount due, and shall be paid without offset, abatement, or deduction. Lessor shall first apply any sum paid to past due rent (beginning with the most recent amount due). No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. Lessor may accept any payment (including, but not limited to, past due amounts and related charges) without prejudice to Lessor's rights to recover any sum or pursue other remedies provided by this Agreement or by law and without waiving any default under this Agreement. If any check paid on behalf of Tenant is dishonored by a bank, Tenant shall pay all charges that the bank may assess to Lessor plus a service charge of Fifty Dollars (\$50.00) per occurrence. If Lessor

pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed in connection with Tenant's use of the Airport), such amount shall constitute an advance by Lessor to Tenant and Tenant shall promptly reimburse Lessor upon demand by Lessor. Lessor has the right to apply any sum paid by Tenant to any obligation that Tenant owes to Lessor (whether or not in connection with this Agreement). Tenant shall make payments to Lessor at the following address (or such other address as Lessor may designate in writing from time to time):

City of Umatilla
Attn: Airport Manager
P.O. Box 2286
Umatilla, FL 32784

- D. Past Due Payments.** If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, Lessor may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for Lessor's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner.
- E. Additional Costs Not Included in Rent.** Any sum other than rent as required by this Agreement that Tenant is obligated to pay to Lessor arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional costs not included in rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges, permitting fees, impact fees and utility charges.

III. TERM

- A.** The term of this Agreement shall be for a period of Thirty (30) years commencing on July 1, 2022 (the "Commencement Date") and ending on July 31, 2051 ("Expiration Date") (such period being the "Initial Term").
- B. Renewal.** If this Agreement has not been terminated as provided herein, effective prior to or at the end of the Initial Term, Tenant may renew this Agreement for two (2) additional periods of Five (5) years if Tenant is not in breach of this Agreement and delivers a written notice of renewal to Lessor at least ninety (90) days before the expiration of the Initial Term or the first renewal term.
- C. Renewal in accordance with right of first refusal.** Within ninety (90) days of the final renewal period established in this Agreement, Tenant shall give Lessor written notice if Tenant desires to renew this Agreement. If Tenant desires such renewal, and if Lessor is offering or intends to offer the Premises for lease as an airplane hangar, Lessor and Tenant shall negotiate terms of the extension in good faith.

IV. USE OF PREMISES

- A. Compliance with Laws.** Tenant and Tenant's Associates shall comply at all times and at Tenant's sole cost with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, ordinances, and other pronouncements of any kind having the effect of law including, but not limited to, Umatilla Airport rules and regulations, City of Umatilla ordinances and land development regulations, Federal Aviation Administration rules and guidelines, Florida Department of Transportation rules and guidelines, and state and federal environmental laws. Upon a written request by Lessor, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.
- B. Unauthorized Uses.** Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, damaging, interfering with, or altering any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any laws and regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by Lessor; the storage of fuel in excess of 20 gallons (except that Tenant may store fuel on the Premises in engine-driven equipment with regular built-in fuel tanks such as aircraft fuel tanks or automobile fuel tanks); any use that would interfere with any operation at the Airport or decrease the Airport's effectiveness (as determined by Lessor in its sole discretion); the storage, possession or maintenance of any jet aircraft, although this provision does not apply turboprop aircraft, which are permissible; and any use that would be prohibited by or would impair coverage under either party's insurance policies.
- C. Permits and Licenses.** Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental entity that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide Lessor with timely written notice of the same.
- D. Taxes and Liens.** Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any improvements). Within thirty (30) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.
- E. Encumbrances.** Tenant shall not encumber or permit the encumbrance of any real property at the Airport. Tenant shall not encumber or permit the encumbrance of any of Tenant's rights under this Agreement without Lessor's prior written consent, in Lessor's sole discretion. Any purported encumbrance of rights in violation of this Section is void. In connection with

Lessor's consent to any encumbrance, at a minimum the following shall apply: (i) such encumbrance shall only encumber Tenant's leasehold interest for the purpose of securing financing for Tenant's authorized improvements (no other encumbrance shall be permitted); (ii) such encumbrance shall be subordinate to Lessor's interests; (iii) the lienholder must agree to maintain current contact information with Lessor and provide Lessor with concurrent copies of any notices or communications regarding a default; (iv) the lienholder must certify to Lessor that it has reviewed this Agreement and accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement; (v) any default relating to such encumbrance shall be a default of this Agreement; (vi) the lienholder must agree that upon any default, Lessor shall have a lien with first priority on all Tenant-owned improvements and other property at the Premises; and (vii) such encumbrance shall terminate prior to the expiration date and the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied. Lessor shall have no obligation to provide any notices to any lienholder, and Lessor shall have no liability of any kind to any lienholder.

- F. **Damage to Property and Notice of Harm.** In addition to Tenant's indemnification obligations set forth in this Agreement, Tenant, at Tenant's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify Lessor of any such property damage. If Tenant discovers any other potential claims or losses that may affect Lessor, Tenant shall promptly notify Lessor of the same.
- G. **Signage and Advertising.** Tenant is not authorized to install or operate any signage outside of enclosed structures on the Premises (other than a hangar number or other markings for identification authorized or required by the Lessor), or at the Airport, except with the prior written approval of Lessor (which may be given or withheld in Lessor's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with laws and regulations (including, but not limited to, Airport signage policies and standards and the City of Umatilla's code of ordinances, land development regulations, and permit requirements).
- H. **Security.** Tenant is responsible to comply (at Tenant's sole cost) with all security measures that Lessor, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that Airport access credentials are the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.
- I. **Removal of Disabled Aircraft.** When consistent with laws and regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant any aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within Tenant's enclosed improvements or, with Lessor's prior written consent, elsewhere at the Airport on terms and conditions established by Lessor. If Tenant fails to comply with this

requirement after a written request by Lessor to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that Lessor determines, in its sole discretion, to be in Lessor's best interests.

- J. Maintenance, Repair, Utilities, and Storage.** Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to Lessor. Tenant shall be solely responsible to design and construct all improvements and to maintain, repair, reconstruct, and operate the Premises and all improvements at Tenant's sole cost and expense, including, but not limited to, all charges for utility services (and their installation and maintenance), janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and all improvements in a condition that is equal to the level of maintenance by Lessor in comparable areas and that is clean, free of debris, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any environmental law or regulation ("Hazardous Materials") shall be governed by Section VII of this Agreement.
- K. Operations and Personnel.** Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall use its best efforts to immediately notify the Airport Manager of any condition that Tenant observes at the Airport that may create a hazard or disruption, shall promptly remedy deficiencies in Tenant's operations, and shall promptly respond to Lessor's complaints, requests for information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees, and Tenant shall control the conduct, demeanor, and appearance of Tenant's employees and Tenant's Associates to prevent them from doing so. If Lessor, the City of Umatilla, or Lake County, or the State of Florida, for good and sufficient cause, deems any of Tenant's employees or Tenant's associates to be objectionable, Tenant shall take all steps necessary to remove such persons from the Airport. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties. If Lessor determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by Lessor or other agency in charge and shall operate in a manner that protects safety and the interests of the public. Lessor may, but is not obligated to, stop Tenant's operations if safety laws and regulations or other safe work practices are not being observed. Tenant shall participate in and cooperate with the lawful, reasonable, and nondiscriminatory safety, security, and operations programs implemented by Lessor and generally applicable to hangar occupants, including, but not limited to, programs addressing common areas; services provided for use by multiple tenants; programs to implement cost efficiencies and economies of scale; and security-related measures.

V. LESSOR'S AUTHORITY

- A. Nature of Lessor.** Lessor is a governmental entity and the proprietor of the Airport, and Lessor has all lawful rights, powers, and privileges to act in those capacities.

B. Access to Premises. Lessor for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives (“Lessor’s Associates”) reserves the right to enter the Premises as provided in this Section, and the same does not constitute a trespass upon the Premises or a violation of any rights. Lessor and Lessor’s Associates shall have the right to enter the Premises (except the interior of any building) at any time and without prior notice. Lessor and Lessor’s Associates shall have the right to enter the interior of any building on the Premises at any time and without prior notice for any purpose relating to any emergency, security, or safety concern, or to investigate or remediate potential threats or hazards. Lessor and Lessor’s Associates shall have right to enter the interior of any building on the Premises for any other purpose relating to the Airport (including, but not limited to, in order to conduct any inspections, determine compliance with this Agreement, and conduct Airport work) upon providing reasonable notice to Tenant. Tenant agrees that Lessor may discuss with Tenant’s employees any matters pertinent to Tenant’s use, occupancy, or operations at the Premises and the Airport.

C. Lessor’s Right to Work Within, Alter, or Recover Premises. Lessor has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that Lessor (in its sole discretion) determines to be in Lessor’s best interests, including, but not limited to, within the Premises. Lessor has the right to recover all or any portion of the Premises from Tenant in connection with any such work as Lessor may determine in its sole discretion. If Lessor determines to recover all or any portion of the Premises, Lessor shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is not tenantable in light of the purposes of this Agreement (as determined by Lessor in its sole discretion), Lessor, in its sole discretion, shall either:

i. Purchase the Tenant-owned improvements on the Premises and terminate this Agreement for convenience. In connection with any such purchase and termination, Lessor shall pay only the following amount: the remaining value of such Tenant-owned improvements (so long as such improvements are not in breach of this Agreement), which shall be determined as provided in this Agreement. This Agreement shall terminate at the time specified by Lessor in writing. OR:

ii. Relocate such Tenant-owned improvements to another location on the Airport that is determined by Lessor. In connection with any such relocation, Lessor shall pay the reasonable costs to relocate such improvements (so long as they are not in breach of this Agreement), and the parties agree that they shall amend this Agreement to substitute such new location as the Premises herein.

iii. Nothing under this Section shall be construed to waive Lessor’s right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant’s use, occupancy, or operations at any portion of the Premises or at the Airport.

VI. LIABILITY AND INSURANCE

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend Lessor and its officers, agents, and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (ii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to Lessor in carrying out this obligation. The obligation stated in this Section shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver of Liability and Assumption of Risk. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against Lessor and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to Lessor's insurance requirements as they exist from time to time.

i. Aviation Liability with Additional Coverage. Aviation liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than two million dollars (\$2,000,000) per occurrence, including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in this Agreement. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the improvements constructed on the Premises. Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (e.g. Aircraft Movement Area), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with Lessor's self-fueling requirements, including, but not limited to, any pollution legal liability insurance requirements.

v. Aircraft. Tenant is responsible for any damage or loss to its Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

VII. HAZARDOUS MATERIALS

A. No Violation of Environmental Laws. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any hazardous material by Tenant or Tenant's Associates at the Airport, Tenant shall provide Lessor with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable laws and regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor) to show that Tenant is complying with applicable environmental laws. Lessor may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any environmental laws at the Airport (whether due to the release of a hazardous material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable environmental laws; (ii) submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Lessor and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to Lessor copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations upon Termination. Upon any expiration or termination of this Agreement, or upon any change in possession of the Premises as authorized by Lessor, Tenant shall demonstrate to Lessor's reasonable satisfaction that Tenant has removed any hazardous materials and is in compliance with all applicable environmental laws and regulations. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and

circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises.

VIII. ASSIGNMENT AND SUBLEASING

A. Assignment by Tenant; Lessor's Option to Repurchase.

- a. Tenant may not assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, unless it has first provided Lessor with written notice of its intent to assign such rights (the "Notice of Assignment"). Upon the receipt of the notice, Lessor shall have 45 days to obtain an appraisal, of the value of the leasehold interest hereunder and improvements thereon (the "Appraisal Amount") and provide notice to the Tenant that it intends to terminate the tenancy under this Agreement and acquire the improvements by paying the Appraisal Amount. If Lessor does not provide written notice of its intent to terminate the tenancy hereunder and acquire the improvements, or provides written notice that it has waived its right to do so, Tenant shall have 6 months to assign such rights pursuant to the provisions of subparagraph (b) below. After 6 months, any proposed assignment shall be prohibited unless the Tenant again complies with the provisions of this subparagraph (a). If Lessor does provide notice of its intent to terminate the tenancy hereunder and acquire the improvements, then the closing shall occur within a reasonable time and the Tenant shall surrender the premises as hereinafter provided upon receipt of the Appraisal Amount in cash.
- b. Subject to the restrictions in subparagraph (a), Tenant may assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), or delegate any performance under this Agreement, only with the prior written consent of Lessor to any of the same. Lessor shall not unreasonably withhold such consent, and as a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by Lessor. Regardless of Lessor's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this Section is void.

B. Assignment by Lessor. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Tenant agrees that Tenant shall perform its obligations under this Agreement in favor of such assignee.

C. Sublease. Upon obtaining Lessor's prior written consent, which Lessor may provide or withhold in Lessor's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by Lessor. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to Lessor hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the

sublessees will attorn to and pay rent to Lessor if Tenant ceases to be a party to this Agreement. Lessor shall have the right to approve any sublease in Lessor's sole discretion, and Tenant shall provide to Lessor a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

IX. DAMAGE, DESTRUCTION, AND CONDEMNATION

- A. **Damage or Destruction of Premises.** If any portion of the Premises or the improvements on the Premises is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by Lessor as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If Lessor performs such work, insurance proceeds shall be paid to Lessor. If the Premises or any improvement on the Premises are tenable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. Tenant shall not receive any abatement of Tenant's rent obligations.
- B. **Condemnation.** In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than Lessor), all compensation from such proceeding shall be paid to Lessor, except that Tenant may pursue a claim against the condemnor for the value of the improvements on the Premises that are owned by Tenant and Tenant's leasehold interest, and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, Lessor shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If Lessor determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenable as a result of such taking, Lessor may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

X. DEFAULT

A. **Tenant's Default.** The occurrence of any of the following events shall constitute a default by Tenant under this Agreement unless cured within thirty (30) days following written notice of such violation from lessor: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing any improvements that are required to be constructed under this Agreement.

B. Remedies. Upon any default by Tenant under this Agreement, Lessor may (at any time) pursue any or all remedies available to Lessor, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to Lessor all costs incurred by Lessor for such performance, together with interest and service fees for any past due amounts and an administrative charge equal to ten percent (10%) of the cost incurred by Lessor (which the parties agree is a reasonable estimate of and liquidated damages for Lessor's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay Lessor on demand for any deficiency in the same. No action by Lessor or Lessor's Associates shall be construed as an election by Lessor to terminate this Agreement or accept any surrender of the Premises unless Lessor provides Tenant with a written notice expressly stating that Lessor has terminated this Agreement or accepted a surrender of the Premises.

C. Default by Lessor. Lessor shall not be in default under this Agreement unless Lessor fails to perform an obligation required of Lessor under this Agreement within thirty (30) days after written notice by Tenant to Lessor. If the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance or cure, Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

XI. EXPIRATION OR TERMINATION OF AGREEMENT

A. Disposition of Tenant's Improvements.

i. **Disposition If Agreement Terminates Due to Default.** If this Agreement terminates before the Expiration Date due to Tenant's default, within ninety (90) days after such termination Lessor, in its sole discretion, may determine to accept title to all or any portion of the Tenant-owned improvements on the Premises. Upon Lessor accepting any such title, all of Tenant's rights, title, and interests in the same shall be terminated and title thereto shall vest in Lessor automatically. Tenant shall surrender such improvements and the Premises upon termination of the Agreement. If Lessor rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days of such rejection or expiration) remove all improvements that were not accepted by Lessor at Tenant's sole expense in a manner acceptable to Lessor. If Tenant fails to remove any such improvements, Lessor may do so in any manner acceptable to Lessor.

ii. **Disposition Upon Expiration.** If this Agreement expires at or after the Expiration Date, Tenant agrees that Lessor shall have (and hereby grants to Lessor) the option to assume ownership all or any of the Tenant-owned improvements on the Premises and, if such

option is exercised the transfer of assets shall be self-executing provided that Tenant agrees to cooperate in the execution and delivery of any instrument necessary to perfect title in the Lessor. If Lessor does not exercise such option to assume ownership of the improvements (or if when exercising such option Lessor does not acquire a Tenant-owned hangar), Tenant may either: (a) transfer its interests in the improvements owned by Tenant to a party who, prior to the Expiration Date, has been accepted by Lessor, in its sole discretion, and has entered an agreement for the Premises that is acceptable to Lessor; or (b) Tenant shall surrender the Premises and, within sixty (60) days after the Expiration Date, shall remove all improvements owned by Tenant. If Tenant fails to perform either such alternative, Lessor shall have the rights as set forth above for termination of agreement due to Tenant's default.

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to Lessor the Premises (and any improvements accepted by Lessor) "broom clean," free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport (other than that which resulted from ordinary wear and tear during the term of the lease) that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to Lessor all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as in this Agreement; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by Lessor, (except that Tenant must obtain Lessor's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to, and without any obligation to account to, Tenant or any other person (except that improvements owned by Tenant shall be as provided in Section A above) Tenant shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until Lessor has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

C. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and Lessor may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the improvements at fair market value based on Lessor's survey of rent for similarly situated facilities at the Airport and at other similar airports (which Lessor shall determine in its sole discretion).

XII. MISCELLANEOUS PROVISIONS

A. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to Lessor:

City of Umatilla
Attn: Airport Manager
P.O. Box 2286
Umatilla, FL 32784

With required, simultaneous copy to:

Kevin Stone, City Attorney
Stone & Gerken, P.A.
4850 N. Hwy 19A
Mount Dora, FL 32757

If to Tenant:

Right Rudder Ventures, LLC
Attn: Todd M. Faden
PO Box 1943
Mount Dora, FL. 32756

With required, simultaneous copy to:

Zachary Broome, Esq.
Bowen & Schroth, P.A.
600 Jennings Ave
Eustis, FL 32726

Either Lessor or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

B. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

- C. Nondiscrimination.** Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended. Tenant further agrees that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).
- D. Force Majeure.** No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.
- E. Governing Law, Venue, and Waiver of Jury Trial.** This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State of Florida and venue shall be in Lake County. LANDLORD AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State.
- F. Attorney's Fees.** If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's

fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by Lessor in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section shall survive any expiration or termination of this Agreement.

- G. Amendments.** No amendment to this Agreement shall be binding on Lessor or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- H. Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- I. Confidentiality and Sunshine.** Tenant acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.
- J. Relationship of Parties.** This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- K. Provisions Are Binding Upon Successors and Assigns.** It is mutually covenanted, understood, and agreed by and between the parties hereto, that each of the provisions of this Lease shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of Lessor and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

[Signature Page Follows]

In Witness Whereof, the parties have signed and sealed this Agreement as of the day and year first above-written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

TENANT

RIGHT RUDDER VENTURES, LLC

Signature of First Witness

By: Todd Faden, Manager

Print or Type Name of First Witness

Signature of Second Witness

Print or Type Name of Second Witness

State of Florida

County of _____

The foregoing Airport Ground Lease was acknowledged before me via physical presence online notarization this _____ day of _____, 2022, by TODD FADEN, the Manager of RIGHT RUDDER VENTURES, LLC, on behalf of the company, who is/are personally known to me or has provided _____ as identification.

Notary Public

My Commission Expires:

CITY OF UMATILLA, FLORIDA

Signature of First Witness

By: Scott Blankenship, City Manager

Print or Type Name of First Witness

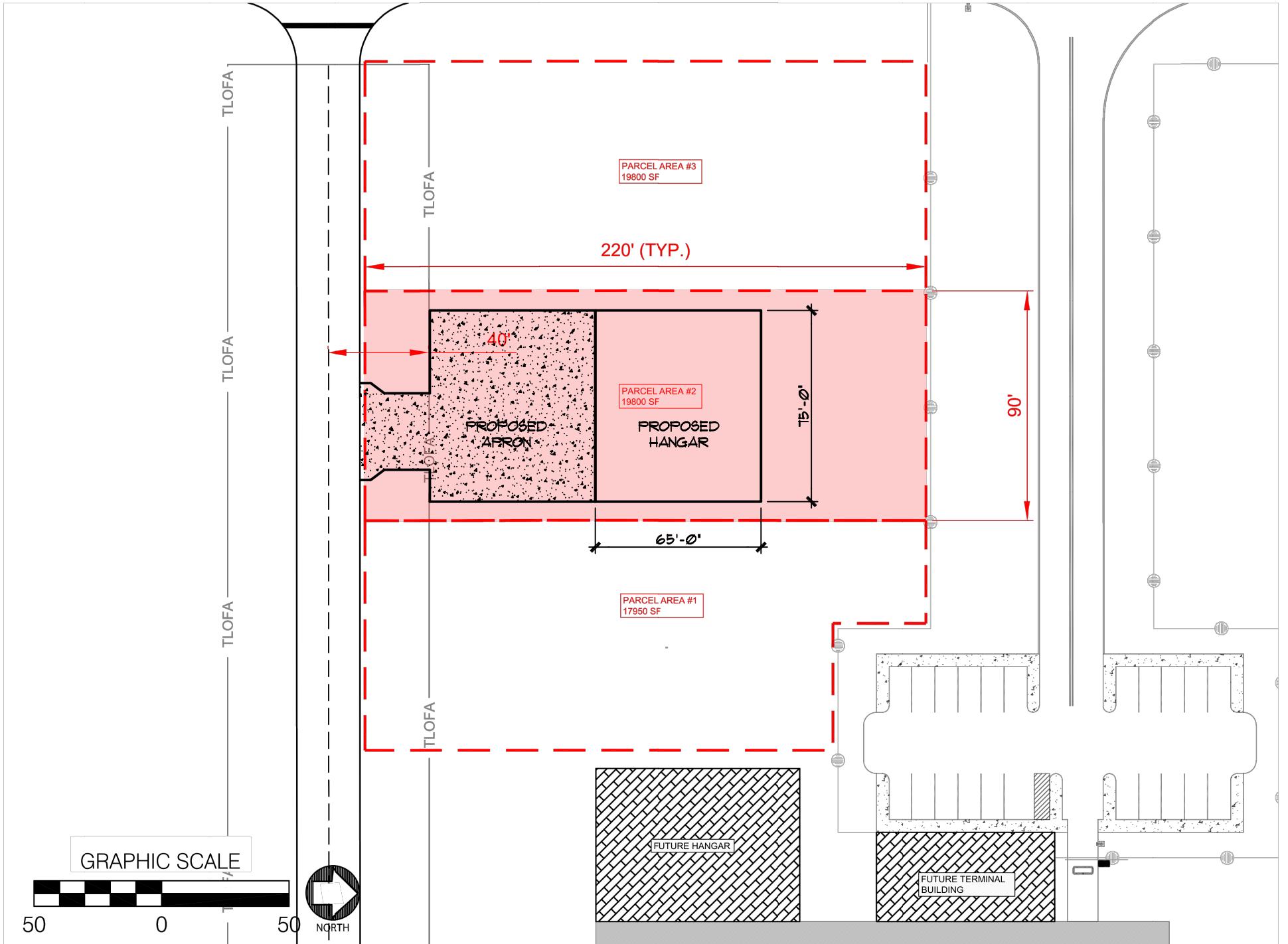
Signature of Second Witness

Print or Type Name of Second Witness

The foregoing Airport Ground Lease was acknowledged before me via [] physical presence [] online notarization this _____ day of _____, 2022, by Scott Blankenship, the City Manager of the City of Umatilla, Florida, on behalf of the City, who is/are personally known to me or has provided _____ as identification.

Notary Public
My Commission Expires:

ATTACHMENT A



**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: August 9, 2022 **MEETING DATE:** August 16, 2022

SUBJECT: Contract Award – GAI Airport Consultant – TASK ORDER #1

ISSUE: General Aviation Terminal – Phase I Construction Services

BACKGROUND SUMMARY:

GAI, the City’s Airport Engineering Consultant has provided a contract for construction services for the General Aviation Terminal, Phase I for \$90,000.

Services include construction phase services for the General Aviation Terminal Project at Umatilla Airport. The FBO building will not be a part of this Phase I of construction.

The site construction includes paving, grading and drainage for landside access and auto parking for approximately 20 vehicles, and airside access and a 2,000 SY aircraft parking apron. Also included are site utilities (water and power), and stormwater improvements required by St. John’s River Water Management District (SJRWMD).

Staff recommends approval for GAI TASK ORDER #1

FISCAL IMPACTS: \$90,000 funding from FDOT

COUNCIL ACTION:

Reviewed by City Attorney **Yes** **No** **N/A**



Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

July 11, 2022

TO: Scott Blankenship, City Manager
City of Umatilla
1 South Central Avenue
P.O. Box 2286
Umatilla, FL 32784

RE: Umatilla Municipal Airport
Task Order No. 1
General Aviation Terminal (Phase 1) – Construction Services

1. AUTHORIZATION REQUEST:

In conformance to your instructions, and in accordance with the Agreement dated May 17, 2022 between the City of Umatilla (SPONSOR) and GAI Consultants, Inc. (CONSULTANT) for providing periodic professional services, enclosed please find our request for authorization to furnish services in connection with the construction of the general aviation terminal (the “Project”).

2. DESCRIPTION OF SERVICES:

The CONSULTANT shall provide construction phase services for the General Aviation Terminal (Phase 1) as further described in Attachment A.

3. SPONSORS RESPONSIBILITIES:

Sponsor’s responsibilities shall be as described in the Agreement.

4. PERIOD OF SERVICES:

Services are anticipated to be complete by June 30, 2023.

5. PAYMENTS:

Payments shall be made in accordance with Section 2.2A of the Agreement. The total fee amount is \$90,000.00 as further defined in Attachment B.

6. GENERAL CONSIDERATIONS

The CONSULTANT designates Jack Thompson as the person who will be responsible for coordinating the services rendered by the CONSULTANT for the Project.

7. SPECIAL PROVISIONS:

Prior to the employment of any person performing services under this Agreement, CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all employees within the State of Florida that are hired by CONSULTANT after the execution of this Agreement who are providing labor under the Agreement during the term of the Agreement; and (b) all employees within the State of Florida of any of the CONSULTANT's sub-contractors that are hired by those sub-contractors after the execution of this Agreement who are providing labor under the Agreement during the term of the Agreement.

Your signature, in the space provided below, will signify approval of the terms and conditions of this request which, together with the basic Agreement and Attachments identified below will constitute Task Order No. 1.

Please return this executed Task Order, which shall constitute your authorization to proceed, to our office together with the executed attachments.

Very truly yours,

SPONSOR

City of Umatilla

By: _____

Title: _____

Date: _____

CONSULTANT

GAI Consultants, Inc.

By: _____

Title: Aviation Director

Date: August 10, 2022

ATTACHMENTS:

- Attachment A: Scope of Services
- Attachment B: Cost Summary

Task Order No. 1

ATTACHMENT A

SCOPE OF SERVICES

Umatilla Municipal Airport

General Aviation Terminal Project (Phase 1)

Construction Phase Services

PROJECT DESCRIPTION:

The CONSULTANT shall provide construction phase services for the General Aviation Terminal Project at Umatilla Municipal Airport. The building will not be a part of this phase of construction. The site construction includes paving, grading and drainage for landside access and auto parking for approximately 20 vehicles, and airside access and a 2,000 SY aircraft parking apron. Also included are site utilities (water and power), and stormwater improvements required by St. John's River Water Management District (SJRWMD).

CONSTRUCTION PHASE SERVICES:

Construction Contract Administration

Construction Contract Administration shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA and FDOT during the construction of the Project.

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR; and submit to the funding agencies.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.

- Review and approve monthly and final payments to Contractor(s).
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor submitted as-built drawings.
- Conduct a final project punch-walk, submit a final project punch-list to the Contractor based on observations made at the final project punch-walk, and complete the final project inspection of the completed Project with the SPONSOR, FAA, FDOT, and the Contractor.
- Issue certificates of construction completion to the SPONSOR, FAA and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR, FAA and FDOT.

Construction Observation

Construction Observation shall consist of observation on a part-time basis by an engineer/inspector who will also:

- Maintain the Project records in accordance with the FAA and FDOT standard requirements.
- Review documents and submissions by Contractor(s) pertaining to scheduling or Contract compliance and advise the SPONSOR as to their acceptability.
- Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the engineer/inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
- Review of testing and inspection completed by Contractor.
- Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, FAA and FDOT.

The construction contract has a 120-calendar day duration from the full notice to proceed. This scope and fee assume that there will be part-time inspection of the project and it is assumed that one personnel will be onsite 3 day a week for 16 weeks.

The CONSULTANT agrees to perform the Construction Observation services for this Project during the construction contract period, estimated to be as follows:

Pre-Construction: 1 day (Inspector Only)
 Part-time Inspection: 3 days per week for 16 weeks
 Post-Construction: 1 day (Inspector Only)

END OF ATTACHMENT A

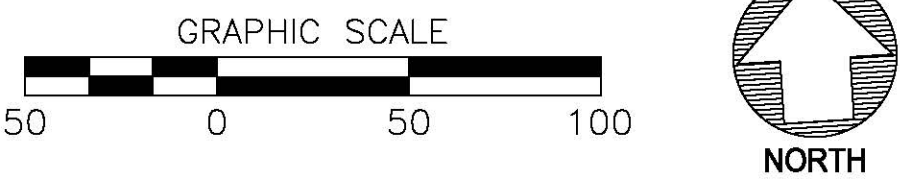
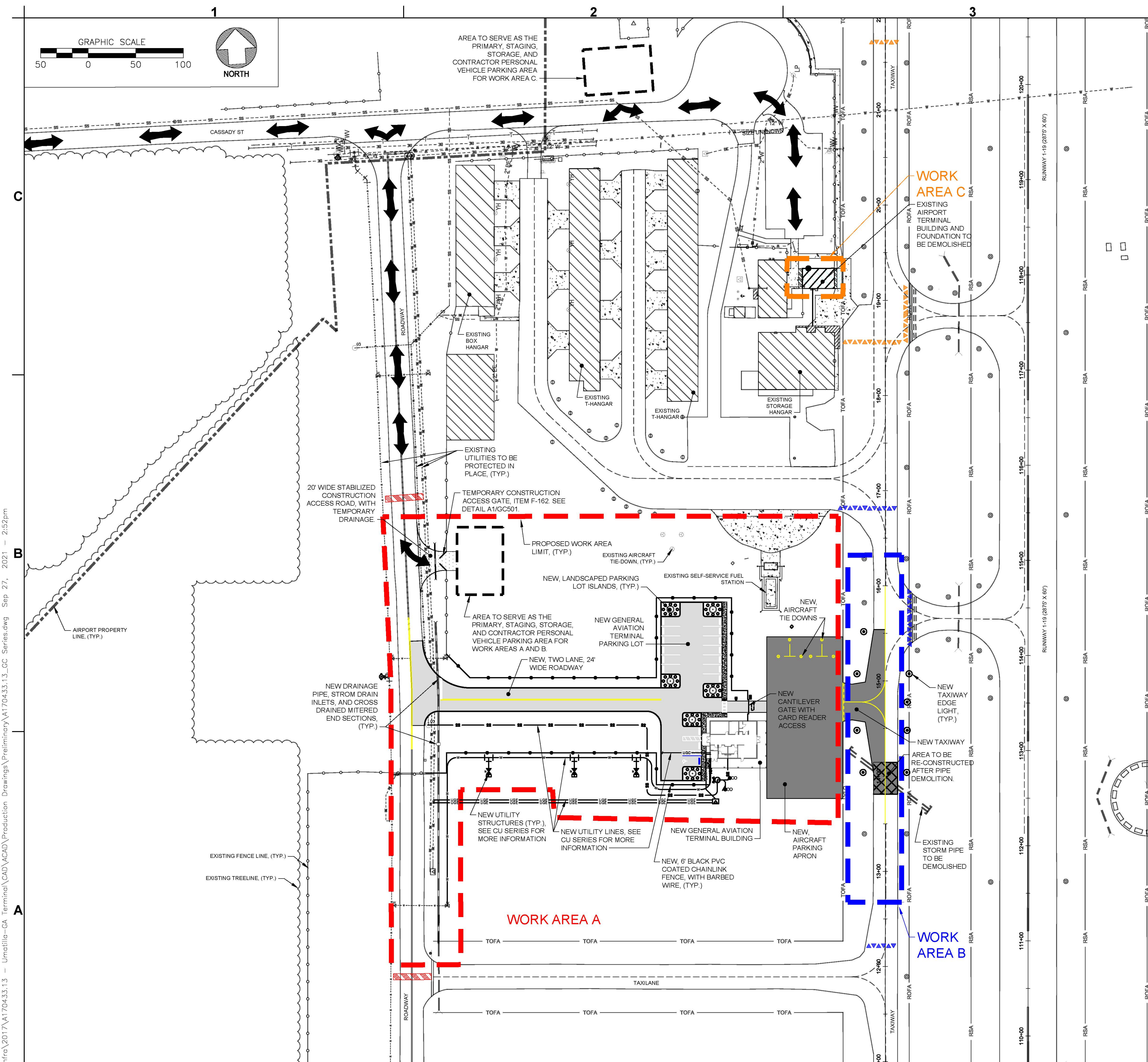
Task Order No. 1
ATTACHMENT B
COST SUMMARY
Umatilla Municipal Airport
General Aviation Terminal Project (Phase 1)
Construction Phase Services

Labor Classification	2022 Invoice Rate	Estimated Hours	Estimated Cost
Principal	\$330	0	\$0.00
Technical/Professional 30	\$310	0	\$0.00
Technical/Professional 29	\$295	0	\$0.00
Technical/Professional 28	\$285	24	\$6,840.00
Technical/Professional 27	\$250	0	\$0.00
Technical/Professional 26	\$240	0	\$0.00
Technical/Professional 25	\$235	0	\$0.00
Technical/Professional 24	\$230	0	\$0.00
Technical/Professional 23	\$225	0	\$0.00
Technical/Professional 22	\$220	0	\$0.00
Technical/Professional 21	\$210	0	\$0.00
Technical/Professional 20	\$205	0	\$0.00
Technical/Professional 19	\$200	0	\$0.00
Technical/Professional 18	\$195	0	\$0.00
Technical/Professional 17	\$185	96	\$17,760.00
Technical/Professional 16	\$180	0	\$0.00
Technical/Professional 15	\$170	0	\$0.00
Technical/Professional 14	\$160	0	\$0.00
Technical/Professional 13	\$150	0	\$0.00
Technical/Professional 12	\$140	0	\$0.00
Technical/Professional 11	\$135	400	\$54,000.00
Technical/Professional 10	\$130	0	\$0.00
Technical/Professional 9	\$125	0	\$0.00
Technical/Professional 8	\$110	0	\$0.00
Technical/Professional 7	\$105	0	\$0.00
Technical/Professional 6	\$100	0	\$0.00
Technical/Professional 5	\$95	0	\$0.00
Technical/Professional 4	\$90	0	\$0.00
Technical/Professional 3	\$85	0	\$0.00
Technical/Professional 2	\$75	0	\$0.00
Technical/Professional 1	\$70	0	\$0.00
Technical/Support 1	\$50	0	\$0.00
Survey Crew - 3 Person	\$230	0	\$0.00
Surveyor	\$200	0	\$0.00
Survey Crew - 2 Person	\$180	0	\$0.00
Survey Senior CAD Operator	\$100	0	\$0.00
Survey Crew Chief	\$85	0	\$0.00
SUBTOTAL AMOUNT:			\$78,600.00

SUBCONTRACTS:

Material Testing **\$11,400.00**

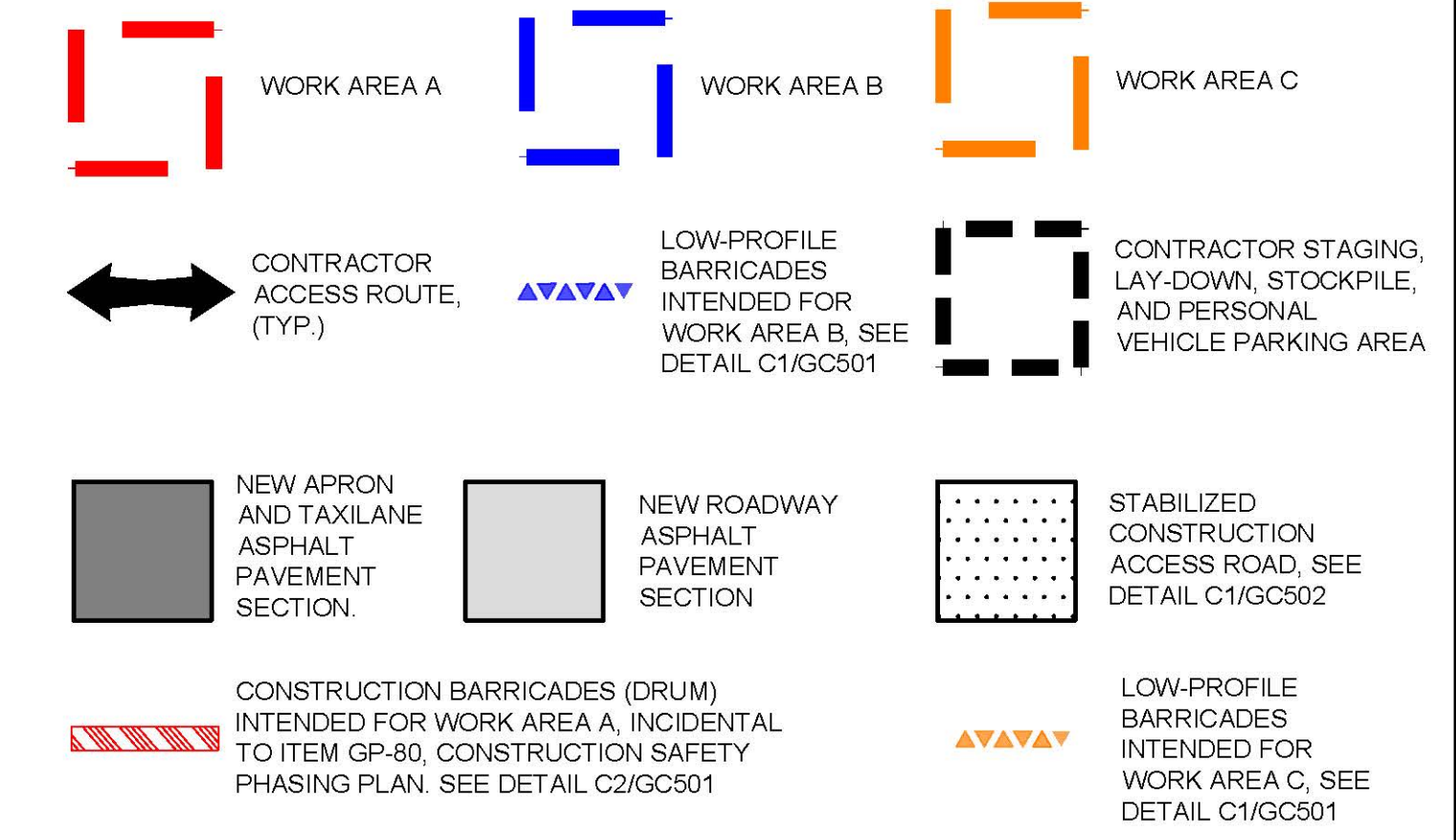
LUMP SUM CONTRACT AMOUNT: \$90,000.00



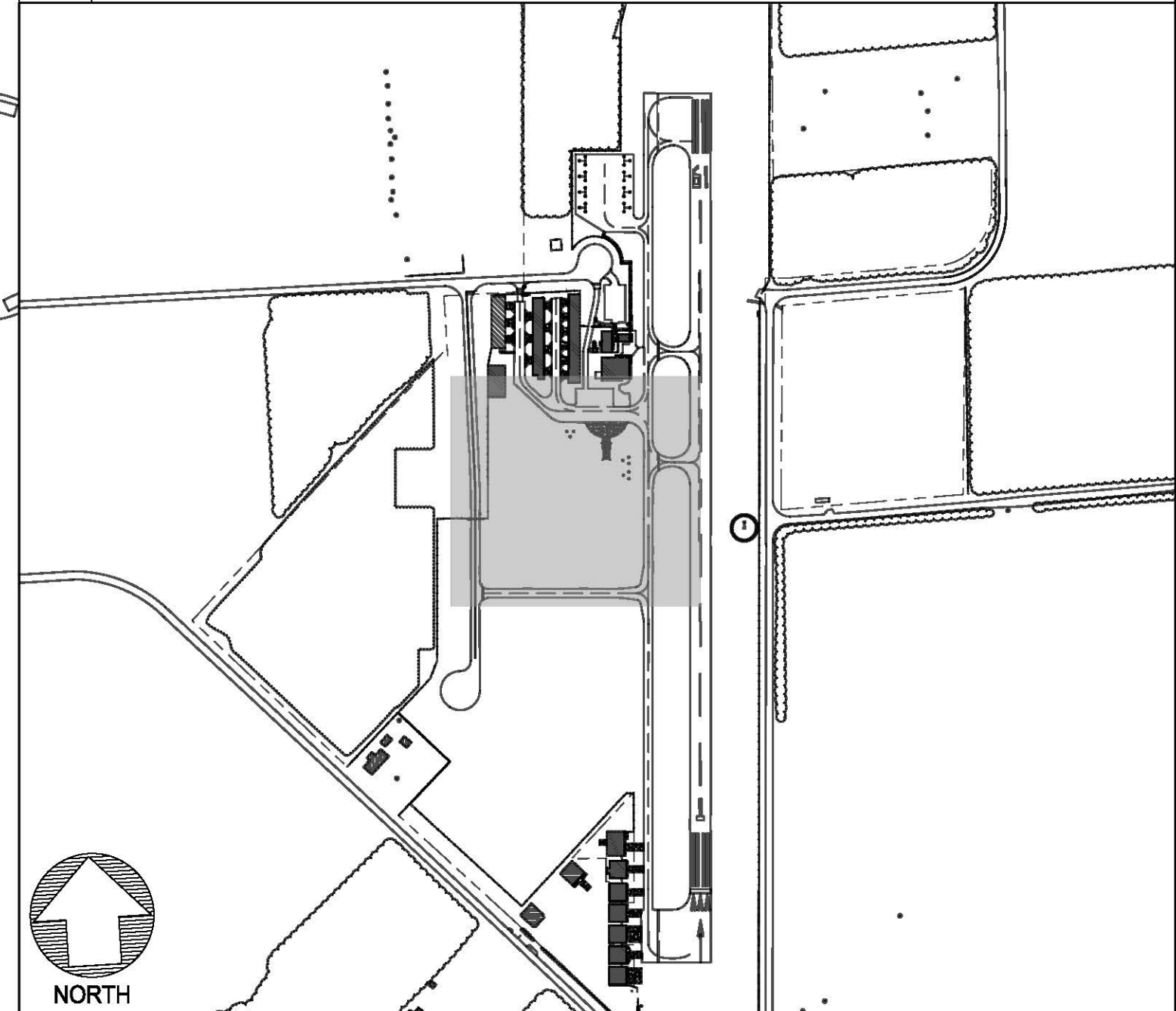
WORK AREA A:
 WORK AREA A SHALL CONSIST OF ALL PROJECT RELATED SCOPE WITHIN THE WORK AREA LIMITS INCLUDING, BUT NOT LIMITED TO DRAINAGE IMPROVEMENTS, EXCAVATION/GRADING, PAVING OPERATIONS, UTILITY WORK, AND FOUNDATION WORK, BUILDING CONSTRUCTION, AND LANDSCAPING.
 RUNWAY 1-19, THE TAXIWAY, AND ADJACENT TAXILANE WILL REMAIN OPEN DURING ALL OPERATIONS. WORK IN THIS WORK AREA SHALL BE LIMITED TO **200 CALENDAR DAYS**.
 EXISTING PAVEMENT DISTURBED BY WORK IN WORK AREA A SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER.

WORK AREA B:
 WORK AREA B SHALL CONSIST OF ALL PROJECT RELATED SCOPE WITHIN THE WORK AREA LIMITS INCLUDING, BUT NOT LIMITED TO DRAINAGE IMPROVEMENTS, EXCAVATION/GRADING, PAVING OPERATIONS, AND UTILITY WORK.
 WORK AREA B SHALL REQUIRE A PARTIAL TAXIWAY CLOSURE AND WILL BE LIMITED TO **28 CALENDAR DAYS**. THE START DATE FOR WORK AREA B SHALL BE COORDINATED WITH THE OWNER AND ENGINEER AT LEAST 72 HOURS IN ADVANCE. NOTAMS SHALL BE IN PLACE A MINIMUM OF 72 HOURS PRIOR TO THE PLANNED PARTIAL TAXIWAY CLOSURE.
 EXISTING PAVEMENT DISTURBED BY WORK IN WORK AREA B SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER.

WORK AREA C:
 WORK AREA C SHALL CONSIST OF ALL SCOPE RELATED TO THE FULL DEMOLITION OF THE EXISTING AIRPORT TERMINAL BUILDING.
 RUNWAY 1-19 AND THE TAXILANE WILL REMAIN OPEN DURING ALL OPERATIONS. DUE TO THE OPERATIONS WITHIN WORK AREA C, THE TURN-AROUND AND EXISTING TERMINAL PARKING LOT SHALL BE REQUIRED TO UNDERGO A **20 DAY CLOSURE**. A PARTIAL TAXIWAY CLOSURE SHALL BE REQUIRED FOR THE DURATION OF WORK AREA C. LIMITS OF THE TAXIWAY CLOSURE SHALL STOP PRIOR TO THE EXISTING AIRCRAFT APRON AND EXTEND TO THE STORAGE HANGAR NEAR THE EXISTING TERMINAL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CLOSELY COORDINATE WITH THE CITY AND THE AIRPORT TO EXECUTE THE CLOSURE PRIOR TO ANY CLOSURE. ALL NECESSARY TEMPORARY TRAFFIC CONTROL DEVICES, IN ACCORDANCE WITH FDOT SPECIFICATIONS AND THE MUTCD SHALL BE IN PLACE.
 THE START DATE FOR WORK AREA C SHALL BE COORDINATED WITH THE OWNER AND ENGINEER AT LEAST 72 HOURS IN ADVANCE. NOTAMS SHALL BE IN PLACE A MINIMUM OF 72 HOURS PRIOR TO THE PLANNED PARTIAL TAXIWAY CLOSURE.
 EXISTING PAVEMENT DISTURBED BY WORK IN WORK AREA C SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER.



B4 SHEET NOTES AND SHEET LEGEND



A1 GENERAL PLAN AND CONSTRUCTION SAFETY PHASING PLAN

A4 KEY PLAN



REVISIONS	
NO.	DATE

SCALE: AS SHOWN
 DATE: SEPTEMBER 2021
 DRAWN: ALB, KNM
 CHECKED: MBH
 APPROVED: DJN

GENERAL PLAN AND CONSTRUCTION SAFETY PHASING PLAN
GENERAL AVIATION TERMINAL BUILDING
 UMATILLA MUNICIPAL AIRPORT (X23), LAKE COUNTY, FLORIDA

SEAL
 DANIEL J. NICKOLS, JR., P.E.
 Lic. No. 78834

gai consultants
 EB 9951
 618 SOUTH ST. SUITE 700
 ORLANDO, FLORIDA 32801
 PHONE: (407) 423-8398

PROJECT NO./DASH NO.
 A170433.13
 SHEET
GC101

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**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: August 9, 2022
16, 2022

MEETING DATE: August

SUBJECT: Construction Contract - GSB Construction and Development, Inc.

ISSUE: Contract Award - General Aviation Terminal Phase I Construction

BACKGROUND SUMMARY:

GSB Construction and Development, Inc., has submitted a contract for the Phase I construction of the Airport Terminal Infrastructure for \$843,087.67

Phase I construction includes paving, grading and drainage for landside access and auto parking for approximately 20 vehicles, and airside access and a 2,000 SY aircraft parking apron. Also included are site utilities (water and power), and stormwater improvements required by St. John's River Water Management District (SJRWMD).

The FBO Terminal building is not included in Phase I.

Staff recommends approval. Approval of Award to GSB Construction & Development, Inc., for the General Aviation Terminal project, Phase I.

FISCAL IMPACTS: \$843,087.67 funding from FDOT/FAA

COUNCIL ACTION:

Reviewed by City Attorney Yes No N/A

CONTRACT FORM

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2022 by and between the City of Umatilla, Florida, having an address at 1 South Central Avenue, Umatilla FL 3278 (hereinafter called Owner) and GSB Construction & Development, Inc. having an address at 8470 NE 44th Drive, Suite B, Wildwood, FL 34785 (hereinafter called Contractor)

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall perform, construct and complete all Work as specified and indicated in the General Aviation Terminal (*Phase 1*) Contract.

ARTICLE 2 - CONTRACT TIMES

2.1 Contract Time. The Work shall be substantially complete within the Contract Time as stated in General Provisions Section 80-08 “Failure to Complete on Time”, and accepted in accordance with General Provisions Section 50-15 “Final Acceptance”. In addition, intermediate stages or sequences of the Work shall be substantially completed and accepted as in accordance with General Provisions Section 80-08.

2.2 Damages for Delay in Completion. If the Work is uncompleted after the Contract Time, including all extensions and adjustments in accordance with General Provisions Section 80-07 “Determination and Extension of Contract Time”, the sum stipulated in General Provisions Section 80-08 “Failure to Complete on Time” will be deducted from any money due or to become due the Contractor or their surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the Contract Time provided in this Contract.

ARTICLE 3 - CONTRACT PRICE

3.1 The Owner will pay Contractor for completion of the Work in accordance with the Contract for the Total in the amount of **\$843,087.67** hereby identified as the Contract Price, as shown in the Contractor's Proposal *as revised and negotiated*, with discrepancies corrected in accordance with General Provisions Section 30-01 “Consideration of Proposals” if applicable.

3.2 When unit bid price items are included in the Contract Price, the quantities of various units contained in the Proposal are estimated and payment to the Contractor will be made only for the actual quantities of units that are incorporated in the Work or materials furnished in accordance with the plans and specifications, as determined by the Engineer in accordance with General Provisions Section 90, “Measurement and Payment”.

ARTICLE 4 - PAYMENT PROCEDURES

4.1 Partial Payments. Partial payments will be made at least once per month based on the Engineer’s estimate in accordance with General Provisions Section 90, “Measurement and Payment”. Progress payments will be made in accordance with General Provision Section 90-06, “Partial Payments”.

- 4.2 Retainage.** From the total of the amount determined to be payable on a partial payment, the amount specified in General Provisions Section 90-06, “Partial Payments”, will be deducted and retained by the Owner until the final payment is made.
- 4.3 Final Payment:** Final payment will be made in accordance with General Provisions Section 90-09, “Acceptance and Final Payment”.

ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

In executing this Agreement, Contractor makes the following representations:

- 5.1** Contractor has examined and carefully studied the Contract including Addenda.
- 5.2** Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3** Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4** Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract. Contractor acknowledges that such reports and drawings are not part of the Contract and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract with respect to Underground Facilities at or contiguous to the site. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract.
- 5.5** Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract.
- 5.6** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract and all additional examinations, investigations, explorations, tests, studies and data with the Contract.
- 5.7** Contractor has given Design Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract and the written resolution thereof by the Design Engineer is acceptable to Contractor, and the Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 5.8** If this Project utilizes multiple prime contracts, the Contractor has examined the Contract for all prime contracts and has acquired sufficient knowledge of the required work of the other prime contractors to the extent that Contractor clearly understands his own obligations and responsibilities relative to the other primecontracts.

ARTICLE 6 - CONTRACT

The Contract which comprises the entire Agreement between Owner and Contractor concerning the Work consists of the following:

- 6.1 The Proposal as *revised and negotiated*, with discrepancies corrected, inclusive of the required forms (Buy America Certifications, Statement of Surety’s Intent, DBE Statement, and Safety Plan Compliance Document)
- 6.2 This Contract Form.
- 6.3 The Contractor’s Performance Bond and Payment Bond.
- 6.4 The Contractor’s Certificates of Insurance.
- 6.5 The Notice of Award and Notice to Proceed.
- 6.6 The General Provisions, Special Provisions, and Technical Specifications, which are a part of the Contract.
- 6.7 The Contract Drawings as listed in the Table of Contents.

6.8 Addenda listed below:

<u>Addendum No.</u>	<u>Date</u>
1	4/12/2022
2	4/22/2022

6.9 There are no documents other than those listed above in this Article 6. The Contract may only be modified by Supplement Agreement.

ARTICLE 7 - MISCELLANEOUS

- 7.1 Terms used in this Agreement shall have the meanings in the General Provision Section 10, “Definition of Terms”.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 7.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract.
- 7.4 Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. This Agreement will be effective on the day and year firstabove written.


OWNER

Scott Blankenship
City Manager

(SEAL)

CONTRACTOR:

G S B Construction & Development, Inc.
(Company Name)


(Signature)

DOMINIC GIANNINI
(Printed Name)

President
(Printed Title)



(ACKNOWLEDGMENT OF OFFICER OF OWNER)

STATE OF FLORIDA

COUNTY OF LAKE

} SS:

On the _____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Blankenship, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

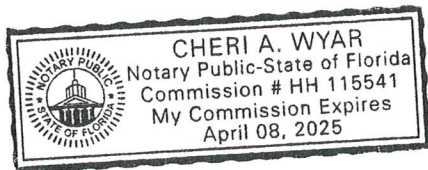
(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF Florida

COUNTY OF Sumter

} SS:

On the 3 day of August in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Dominic Giannini to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at 8470 NE 44th Drive, Suite B Wildwood, Florida 34785, that he/she/they is(are) the President of G.S.B Construction & Dev., Inc. the corporation described in and which executed the above instrument; and that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.



Cheri Wyar
Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF OTHER THAN A CORPORATION)

STATE OF _____ }
COUNTY OF _____ } SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

(CERTIFICATE OF OWNER'S ATTORNEY)

I, the undersigned, _____, the duly authorized and acting legal representative of the Owner, do hereby certify as follows:

I have examined the foregoing Contract and surety bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Agreements on behalf of the respective parties named therein; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Owner's Attorney

Date

END OF CONTRACT FORM



Umatilla Public Library FY 21-22



July 2022

City Monthly Reports FY 21-22	Q 1	Q 2	Q3	July 2022	FY 21-22
Visits (<i>door count halved</i>)	6,839	8,801	8,766	2,120	26,526
Checkouts	7,778	9,089	9,609	2,984	29,460
E-Books (digital)	963	844	1,088	377	3,272
Total Circulation	8,741	9,933	10,697	3,361	32,732
New Patrons	79	88	141	27	335
Computer use	418	569	810	211	2,008
Attendance Family Programs	728	149	307	33	1,217
Attendance Adult Programs	78	81	143	62	364
Attendance Teen Programs	28	9	37	8	82
Attendance Juvenile Programs	321	726	1,339	88	2,474
Total # of Programs	64	86	92	12	254
Meeting room Rental	-	-	-	1	1
Cash to city	\$ 1,199.62	\$ 2,690.89	\$1970.74	\$442.49	\$ 6,303.74

Highlights

Summer Reading Program

In our new summer reading program, two-hundred and five children registered to read for prizes, eleven teens to play their reading game, and sixteen adults participated in their reading drawing.

Community Involvement:

- Jordan Hawkins of United Southern Bank provided a financial literacy workshop for teens.
- Chad Signs of Lube Master gave a brief overview of auto maintenance checks.
- Lori A. Johnson of the UF/IFAS provided a salad dressing food science workshop for youth.
- Susan Thames of Miss Bessie’s Quilt Shop taught children to make stuffed animals.
- The Lake County Water Authority provided a program on the manatees of Lake County.
- Rich Greer of The Umatilla Drug Store gave us a reading and author talk about his new book, *Crossing Paths, Finding Hope*.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
July 12, 2022 through July 18, 2022

ARRESTS

7/16/2022	1:43 a.m.	Laurel Nichols Deland	Possession of cocaine and drug paraphenalia.
7/18/2022	8:35 p.m.	Quinton Gillard Umatilla	Possession of cannabis over 20 grams.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

7/12/2022	7:35 a.m.	Stacy Baker Tavares	No drivers license never had one and for reckless driving.
7/18/2022	12:20 p.m.	Sarah Womer Altoona	Leaving scene of accident without giving information more than \$50.00 damage.

7/13/2022	12:41 p.m.	Juvenile was transported to Lifestreams Behavioral Center for treatment under the Baker Act.	
7/15/2022	7:12 p.m.	Officers responded to Mebane Street and took a theft report.	
7/18/2022	1:42 p.m.	Officers responded to a business on State Road 19 and took a theft report.	

ARRESTS	4
DISPATCHED CALLS	90
TRAFFIC STOPS	16
TRAFFIC CITATIONS ISSUED	3

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
July 19, 2022 through July 25, 2022

ARRESTS

7/19/2022	3:01 p.m.	Kresin, Scott Eustis	Arrested on a warrant for failure to appear on a narcotics equipment possession and or use charge.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

7/25/2022	9:53 A.M.	Sanchez-Lopez, Juan Deland	No drivers license never had one.
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REPORTS FILED

7/19/2022	5:30 p.m.	Officers responded to Kentucky Avenue in reference to a criminal mischief call for service. A report was taken.	
7/21/2022	6:43 a.m.	Officers responded to Ivy Street and took a report of criminal mischief.	
7/22/2022	4:13 a.m.	Officers located bag of methamphetamines and placed into evidence at the police department.	

ARRESTS	1
DISPATCHED CALLS	95
TRAFFIC STOPS	6
TRAFFIC CITATIONS ISSUED	1

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
July 26, 2022 through August 1, 2022

ARRESTS

7/26/2022	7:43 p.m.	McFalls, Scott Umatilla	A routine traffic stop was done in the area of State Rd 19 and Ocala Street. The driver was found to have an active warrant out of Suwannee County. Mr. McFalls was transported to Lake County Jail.
7/28/2022	10:45 a.m.	Huegel, Cody New Port Richey	Officers were dispatched to the area of State Road 19 and Guerrant Street reference a possible location of a subject with a warrant. Mr. Huegel told officers he had a warrant out of Pasco County and turned himself in. He was transported to Lake County Jail.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a			
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REPORTS FILED

7/29/2022	6:03 p.m.	Officers took a report on Lakeside Avenue in reference to a possible battery.
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ARRESTS	2
DISPATCHED CALLS	87
TRAFFIC STOPS	17
TRAFFIC CITATIONS ISSUED	2

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
August 2, 2022 through August 8, 2022

ARRESTS

n/a			
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a			
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REPORTS FILED

8/04/2022	9:47 p.m.	Officers responded to Trowell Avenue as a family member called for a well being check after the homeowner was taken to the hospital. All were found to be in good health.
8/06/2022	3:56 p.m.	Officers responded to the Circle K in Umatilla. At request of management person was trespassed.
8/07/2022	8:55 p.m.	Officers responded to State Road 19 in reference to a battery. A report was taken.

ARRESTS	1
DISPATCHED CALLS	90
TRAFFIC STOPS	25
TRAFFIC CITATIONS ISSUED	6