

**UMATILLA CITY COUNCIL MEETING**  
*June 7, 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 May 17, 2022 will be presented at the June 21, 2022 City Council meeting*

**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. *Public Risk Management (PRM) Presentation*

**CONSENT AGENDA**

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

3. *Final Reading of Ordinance No. 2022-103, CFL Pizza LLC Special Exception Use*
4. *Final Reading of Ordinance No. 2022-104, Request by Palmer Homes, Inc., for Rezoning of Approximately 39.04 Acres of Property Located East of Pine Street and North of Tenth Avenue*

**NEW BUSINESS**

5. *General Aviation Terminal Intent to Award*
6. *Appointment of a Citizens Advisory Task Force (CATF) for the 2022 CDBG Grant Process*

## **REPORTS**

Kevin Stone, City Attorney  
Scott Blankenship, City Manager  
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.



## CITY OF UMATILLA AGENDA ITEM STAFF REPORT

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**DATE:** June 2, 2022

**MEETING DATE:** June 7, 2022

**SUBJECT:** Public Risk Management of Florida Presentation

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**BACKGROUND SUMMARY:**

The City utilizes Public Risk Management of Florida (PRM) for its' insurance needs. PRM consists of two separate insurance pools: Property & Casualty and Group Health Trust. The City is a member of both pools and has voting rights in both as well.

PRM will be presenting an overview of the services provided and the benefits of our membership.

**STAFF RECOMMENDATIONS:** n/a

**FISCAL IMPACTS:** n/a

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# CITY OF UMATILLA AGENDA ITEM STAFF REPORT

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**DATE:** June 2, 2022

**MEETING DATE:** June 7, 2022

**SUBJECT:** Ordinance 2022-103 Special Exception Use

**ISSUE:** Drive Through Restaurant

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## **BACKGROUND SUMMARY:**

The applicant, PlanScape Partners, on behalf of the owner CFL Pizza LLC, is seeking a Special Exception Use (SEU) for a drive through restaurant.

The applicant is proposing to tear down and replace the existing 3,168 SF Pizza Hut with a KFC/Pizza Hut (3,437 SF) consisting of a 36 seat KFC and a drive through and delivery only Pizza Hut. The subject site is located within the existing commercial shopping center known as Umatilla Plaza.

Chapter 7, Section 3(39) outlines the conditions that are to be considered for establishment of a restaurant with drive through as follows:

- The proposed site shall front on an arterial or collector roadway;

*The site fronts on SR 19, an arterial roadway*

- The proposed site is 30,000 square feet in size;

*The subject site is 29,244 square feet (0.67 acres) in size which is 756 SF under the minimum lot size. This is redevelopment of an existing restaurant located within a commercial shopping center and not a stand-alone facility.*

- Minimum lot width of 150' along roadways;

*The lot width along SR 19 is 161.39' and 183' along the southern interior access road and 122.55' along the western frontage road. The subject site meets the minimum criteria.*

- Drive thru lanes shall not be located along the roadway frontage;

*The subject project is redevelopment of an existing site where the addition of a drive through requires a portion of the queuing traffic to be visible from SR 19; however,*

***this condition is created by the existing orientation of the access points. A buffer and a by-pass lane will be provided adjacent to SR 19 before the drive through lanes which will limit visibility of drive through lanes. In addition, any proposed drive through lane must meet Chapter 14, Section 8(b) which requires 6 spaces per service lane with a minimum of 3 spaces behind the order station or menu. The proposed concept plan provides for a total stacking of 8 spaces with 4 spaces behind the order station menu.***

- Architectural details of drive-thru canopies and canopy supports shall be consistent with the principle building and building facade;

***The proposed building must meet the architectural standards of Chapter 6, Section 5 including drive thru canopies and canopy supports.***

- If located at intersection, meet or exceed access separation distances of jurisdiction having control of roadway;

***The subject project is a redevelopment of an existing site located within an existing commercial shopping center. Access to the site is from the internal access drive of the commercial shopping center.***

- Maximum shared ingress and egress and provide cross access between all adjoining parcels;

***The existing commercial parcel provides shared access to the shopping center.***

Pursuant to Chapter 7, Section 2(d)(2) the review criteria for special exception uses are:

- Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety;

***The applicant indicates that traffic generation can be easily accommodated by the arterial roadway (SR 19) that fronts the site and shared access with the shopping center that currently exists. It is not anticipated that the traffic generated by the new restaurant will be appreciably different from that currently experienced and easily accommodated with the exiting restaurant.***

***\*Planning Consultant conducted a trip generation analysis and based on the analysis the project will have an additional 77 PM peak hour trips. The project will not degrade the Level of Service (LOS) of SR 19 or adversely impact adjoining properties.***

- Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district;

*The applicant indicates that the off-street parking provided onsite, together with the extensive shopping center adjacent will provide ample parking to serve the restaurant. The proposed KFC will have limited indoor seating, restricted to 36 seats and the proposed Pizza Hut will be solely pick-up and delivery restaurant with no seating. The proposed redevelopment will have to provide parking and loading areas pursuant to Chapter 14. Review of the conceptual plan indicates that adequate off-street parking and loading areas can be accommodated onsite and no adverse impact on adjoining properties are anticipated.*

- Required yards, screening or buffering and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses;

*The proposed redevelopment must meet the land development regulations and provide appropriate landscaping buffers, setbacks and screening of service areas.*

- Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development;

*The proposed redevelopment must meet the architectural standards in Chapter 6, Section 4 and comply with Chapter 16 signs.*

- Size, location or number of special exception uses in the area shall be limited so as to maintain the overall character of the district, avoid concentration of similar uses within the commercial corridor, as intended by this Code.

*Review of available city records indicate that there are no special exception uses that have been granted in the immediate area. A special exception use for a tattoo parlor has been submitted for property located to the south, approximately 1500'. The closest fast-food restaurant (McDonalds) is located along Bulldog Lane, approximately 2,890' to the southeast. Approval of the proposed request would maintain the overall character of the commercial district and avoids concentration of similar uses.*

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**STAFF RECOMMENDATIONS:**

Staff recommends approval of Ordinance No 2022-103 upon final reading, with the following conditions to be included in the Ordinance:

- 1) A special exception use that is not initiated within one (1) year of being granted shall not be established without a new public hearing in accordance with requirements Chapter 7.
- 2) A special exception use that is abandoned for a period of six (6) months or more shall not be reestablished without a new public hearing in accordance with the requirements of Chapter 7.
- 3) Owner shall exercise measures reasonably necessary to ensure the long-term maintenance of the landscaping.

**FISCAL IMPACTS:**

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**COUNCIL ACTION:**

<b>Reviewed by City Attorney</b>	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input checked="" type="checkbox"/> <b>N/A</b>
<b>Reviewed by City Engineer</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<input checked="" type="checkbox"/> <b>N/A</b>

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

**SPECIAL EXCEPTION USE**

**Owner:** CFL Pizza LLC

**Applicant:** PlanScape Partners

**General Location:** 939 N. Central Ave.

**Number of Acres:** 0.672 ± acres

**Existing Zoning:** General Commercial (C-2)

**Existing Land Use:** General Commercial

**Date:** February 25, 2022

**Description of Project**

The applicant, on behalf of the owner is seeking a Special Exception Use (SEU) for a drive through restaurant. It is proposed to replace the existing 3,168 SF Pizza Hut with a KFC/Pizza Hut (3,437 SF) consisting of a 36 seat KFC and a drive through and delivery only Pizza Hut. The subject site is located within the existing commercial shopping center known as Umatilla Plaza.

	<b>Surrounding Zoning</b>	<b>Surrounding Land Use</b>
<b>North</b>	C-2	General Commercial
<b>South</b>	C-2	General Commercial
<b>East</b>	C-2	General Commercial
<b>West</b>	C-2	General Commercial

**Assessment**

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Chapter 6, Section 2 (L) (3) (Q) list restaurants with drive throughs as a use that may be permitted upon approval by the City Council as a Special Exception Use.

Chapter 7, Section 3(39) outlines the conditions that are to be considered for establishment of a restaurant with drive through as follows:

- The proposed site shall front on an arterial or collector roadway;

***The site fronts on SR 19, an arterial roadway***



- The proposed site is 30,000 square feet in size;

***The subject site is 29,244 square feet (0.67 acres) in size which is 756 SF under the minimum lot size. This is a redevelopment of an existing restaurant located within a commercial shopping center and not a stand-alone facility.***

- Minimum lot width of 150' along roadways;

***The lot width along SR 19 is 161.39' and 183' along the southern interior access road and 122.55' along the western frontage road. The subject site meets the minimum criteria.***

- Drive thru lanes shall not be located along the roadway frontage;

***The subject project is a redevelopment of an existing site where the addition of the drive through requires a portion of the queuing traffic to be visible from SR 19; however, this condition is created by the existing orientation of the access points. A buffer and a by pass lane will be provided adjacent to SR 19 before the drive through lanes which will limit visibility of drive through lanes. In addition, any proposed drive through lane must meet Chapter 14, Section 8(b) which requires 6 spaces per service lane with a minimum of 3 spaces behind the order station or menu. The proposed concept plan provides for a total stacking of 8 spaces with 4 spaces behind the order station menu.***

- Architectural details of drive-thru canopies and canopy supports shall be consistent with the principle building and building facade;

***The proposed building must meet the architectural standards of Chapter 6, Section 5 including drive thru canopies and canopy supports.***

- If located at intersection, meet or exceed access separation distances of jurisdiction having control of roadway;

***The subject project is a redevelopment of an existing site located within an existing commercial shopping center. Access to the site is from the internal access drive of the commercial shopping center.***

- Maximum shared ingress and egress and provide cross access between all adjoining parcels;

***The existing commercial parcel provides shared access to the shopping center.***

Pursuant to Chapter 7, Section 2(d)(2) the review criteria for special exception uses are:

- 1) Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety;

***The applicant indicates that traffic generation can be easily accommodated by the arterial roadway (SR 19) that fronts the site and shared access with the shopping center that currently exists. It is not anticipated that the traffic generated by the new restaurant will be***

*appreciably different from that currently experienced and easily accommodated with the exiting restaurant.*

*Planning staff conducted a trip generation analysis and based on the analysis; a traffic impact study is required. Please submit traffic study.*

**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
Restaurant	3,168 SF	932	359	31	11	7
<b>TOTAL GROSS TRIPS (PROPOSED)</b>			<b>359</b>	<b>31</b>	<b>11</b>	<b>7</b>

\* 10<sup>th</sup> Edition

**Existing Land Use Program**

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Fast Food Restaurant	2,289 SF	934	1,078	75	19	18
Restaurant	1,181 SF	933	409	33	17	18
<b>TOTAL GROSS TRIPS (EXISTING)</b>			<b>1,487</b>	<b>108</b>	<b>36</b>	<b>36</b>

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

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
<b>TOTAL NET TRIPS (PROPOSED – EXISTING)</b>	<b>77</b>	<b>25</b>	<b>29</b>

- 2) Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district;

*The applicant indicates that the off-street parking provided onsite, together with the extensive shopping center adjacent will provide ample parking to serve the restaurant. The proposed KFC will have limited indoor seating, restricted to 36 seats and the proposed Pizza Hut will be solely pick up and delivery restaurant with no seating.*

*The proposed redevelopment will have to provide parking and loading areas pursuant to Chapter 14. Review of the conceptual plan indicates that adequate off street parking and loading areas can be accommodated onsite and no adverse impact on adjoining properties are anticipated.*

- 3) Required yards, screening or buffering and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses;

***The proposed redevelopment must meet the land development regulations and provide appropriate landscaping buffers, setbacks and screening of service areas.***

- 4) Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development;

***The proposed redevelopment must meet the architectural standards in Chapter 6, Section 4 and comply with Chapter 16 signs.***

- 5) Size, location or number of special exception uses in the area shall be limited so as to maintain the overall character of the district, avoid concentration of similar uses within the commercial corridor, as intended by this Code.

***Review of available city records indicate that there are no special exception uses that have been granted in the immediate area. A special exception use for a tattoo parlor has been submitted for property located to the south, approximately 1500'. The closest fast-food restaurant (McDonalds) is located along Bulldog Lane, approximately 2,890' to the southeast. Approval of the proposed request would maintain the overall character of the commercial district and avoids concentration of similar uses.***

#### **Recommendation**

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Staff recommends approval with the following conditions:

- 1) A special exception use that is not initiated within one (1) year of being granted shall not be established without a new public hearing in accordance with requirements Chapter 7.
- 2) A special exception use that is abandoned for a period of six (6) months or more shall not be reestablished without a new public hearing in accordance with the requirements of Chapter 7.



**City of Umatilla, Florida**  
**Planning and Zoning Department**  
 1 S. Central Ave., Umatilla Florida 34784  
 Tel: (352) 669-3125  
 smcculloch@umatillafl.org

<i>Staff Use Only</i>	
Case No.:	_____
Fee Paid:	_____
Receipt No.:	_____

## Development Application

Contact Information:

Owner Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Applicant Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Engineer Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property and Project Information:

**PROJECT NAME\*:** \_\_\_\_\_

\*A project name is required for all submissions. Please choose a name representative of the project for ease of reference.

Property Address: \_\_\_\_\_

Parcel Number(s): \_\_\_\_\_ Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range \_\_\_\_\_

Area of Property: \_\_\_\_\_ Nearest Intersection: \_\_\_\_\_

Existing Zoning: \_\_\_\_\_ Existing Future Land Use Designation: \_\_\_\_\_

Proposed Zoning: \_\_\_\_\_ Proposed Future Land Use Designation: \_\_\_\_\_

The property is presently used for: \_\_\_\_\_

The property is proposed to be used for: \_\_\_\_\_

Do you currently have City Utilities? \_\_\_\_\_

Application Type:

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Annexation      | <input type="checkbox"/> Comp Plan Amendment   | <input type="checkbox"/> Rezoning               | <input type="checkbox"/> Planned Development |
| <input type="checkbox"/> Variance        | <input type="checkbox"/> Special Exception Use | <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Final Plat          |
| <input type="checkbox"/> Minor Lot Split | <input type="checkbox"/> Preliminary Plan      | <input type="checkbox"/> Construction Plan      | <input type="checkbox"/> ROW/Plat Vacate     |
| <input type="checkbox"/> Site Plan       | <input type="checkbox"/> Minor Site Plan       | <input type="checkbox"/> Replat of Subdivision  |  |

Please describe your request in detail: \_\_\_\_\_

**Required Data, Documents, Forms & Fees**

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must have written authorization from the owner to submit application.

# Development Application Checklist

## The Following are Required for ALL Development Applications:

- Legal Description (Word file req'd)     Current Deed     Aerial Photo  
 Property Appraiser Information     Electronic Copy of Application     Location Map

Pre-application conferences are strongly encouraged. Submit TWO CDs with ALL documents in pdf; those that are generated as CAD files should be submitted in pdf and dwg formats. . Legal Descriptions should also come with a MS Word file of the legal description. Most maps are accessible through [www.lakecountyfl.gov/maps/](http://www.lakecountyfl.gov/maps/). Note: All maps are required to depict adjacent properties at a minimum.

**Failure to provide adequate maps may delay the application process.**

## Other Required Analyses and Maps:

### Small Scale Comprehensive Plan Amendment Applications:

- Justification for Amendment     Environmental Constraints Map     Requested FLU Map

### Large Scale Comprehensive Plan Amendment Applications:

Maps:     Environmental Constraints     Soils     Requested FLUM Designation     Requested Zoning Map Designation

Analyses:     Environmental Assessment     Utility Availability Analysis     Urban Sprawl Analysis     School Impact Analysis  
 Traffic Impact Analysis     Consistency with the Comp Plan     Florida Master Site File sign-off or Archaeological Survey

Rezoning Applications:     Requested Zoning Map     Justification for Rezoning

### Planned Development Applications:

Maps/Plans:     Conceptual Plan as Described in LDRs Chapter 6, Section 2(k)(8)a     Environmental Constraints

Analyses:     Environmental Assessment     Traffic Impact Analysis     Preliminary Concurrency Analysis

Variance Applications:     Justification for Variance

### Special Exception Use Applications:

- Justification for Special Exception Use  
 Site Sketch     List of Special Requirements as Described in LDRs, Chapter 7

### Conditional Use Permit Applications:

- Proposed List of Conditions and Safeguards Written  
 Site Plan as Described in LDRs, Chapter 7     Statement as Described in LDRs, Chapter 7

### Subdivision Applications:

(Preliminary Plan, Improvement Plan and Final Plat)

- As Described in LDRs, Chapter 9

### Minor Subdivision Applications:

- As Described in LDRs, Chapter 9

### Site Plan Applications:

- As Described in LDRs, Chapter 13

## **NOTICE OF PUBLIC HEARINGS**

### **ORDINANCE 2022-103**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW A RESTAURANT WITH DRIVE THRU FACILITIES, LOCATED IN THE C-2 ZONING DISTRICT FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF UMATILLA, FLORIDA; OWNED BY CFL PIZZA LLC AND LOCATED AT 939 NORTH CENTRAL AVENUE, UMATILLA, LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.**

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

Umatilla City Council Meeting on May 17, 2022 at 6:00 p.m.

Umatilla City Council Meeting on June 7, 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).

# Location Map





**PIZZA HUT**  
939 NORTH CENTRAL AVE.  
UMATILLA, FL 32784

Project No. XXXXXX  
Drawn By BJN  
Checked By KD  
Date 12/10/21

NOTICE: The designs shown and described herein including all technical drawings, graphics, and models thereof, are proprietary and cannot be copied, duplicated or commercially exploited, in whole or in part, without express written permission of RSP Architects. These are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors and office personnel only in accordance with this Notice.

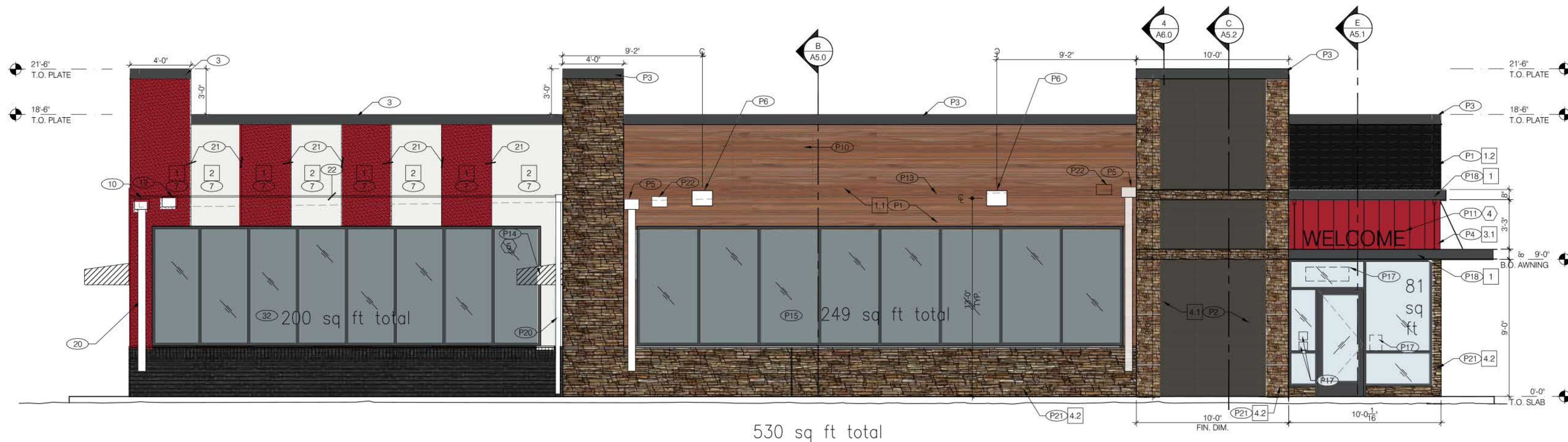
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**Revisions**

No.	Date	Description

**PIZZA HUT EXTERIOR ELEVATIONS**

# A4.0



**SOUTH ELEVATION** 1/4" = 1'-0" **A**

**NOTE**

SIGNAGE VENDOR TO PROVIDE TRANSFORMERS TO GC PRIOR TO INTERIOR DRYWALLING. GC TO STUB OUT ELECTRICAL PER LOCATIONS SHOWN. ROUTE ALL CONDUIT IN THE EXTERIOR WALL.

NO CONDUIT IS TO PENETRATE THE ROOF.

**SIGNAGE DETAIL** NTS **J**

**SIGNAGE DETAIL** NTS **F**

**MISCELLANEOUS**

A. SEE SHT A1.1 "WINDOW TYPES" FOR WINDOW ELEVATIONS.

**SEALERS (REFER TO SPECS):**

A. SEALANT AT ALL WALL AND ROOF PENETRATIONS.

B. SEALANT AT ALL WINDOW AND DOOR FRAMES AT HEAD AND JAMB.

**GENERAL NOTES:**

SEE SHEET A1.1 "WINDOW TYPES" FOR WINDOW ELEVATIONS.

SEE SHEET A1.1 "FINISH SCHEDULES" FOR PAINT SPECS.

HATCHED OBJECTS INDICATE VENDOR SUPPLIED ITEMS. SEE SCOPE OF WORK.

SEE SIGNAGE & AWNING SCHEDULE.

SEE SHEET A1.1 FOR FINISH SCHEDULE.

(X)	QTY.	ITEM	REMARKS
(1)	1	CSB-72 - LARGE SWIRL CABINET	
(2)	1	SCLHB-30 - SWIRL & HORIZONTAL PIZZA HUT SIGN	
(3)	0	CSB-48 - MEDIUM SWIRL CABINET	
(4)	1	"WELCOME" SIGN	
(5)	1	PANAFLEX AWNING PROVIDED BY EVERBRIGHT	
(6)	0	12" CANOPY "PICK UP" SIGN WITH LED SEE DTL. F/A4.0	OWNER PROVIDED PURCHASE DIRECT FROM AWNEX (REF A1.1). INSTALL BY GC OR AWNEX.

**SIGNAGE & AWNING SCHEDULE** **D**

**NOT USED** **B**

SYMBOL	MANUFACTURER	COLOR	REMARKS
1	PRE-FINISHED METAL	MATTE BLACK	AWNEX TREY HERNDON 770-704-7140x113
1.1	UFP HILLSBORO, LLC	"SADDLE"	G.C. PROVIDED. CONTACT 254-580-2846 PRICE \$1.0/FT. (TRIM/CRATING ADD)
1.2	UFP HILLSBORO, LLC	"TWO TONE BRAND"	G.C. PROVIDED. CONTACT 254-580-2846 PRICE \$1.0/FT. (TRIM/CRATING ADD)
2.3	SHERWIN WILLIAMS	TRICORN BLACK #SW6528	
3.1	DMI	BRITE RED	STANDING SEAM SIDING, 2" LOCK & 18" WIDTH
3.2	DURO-GUARD	CLEAR ANODIZED	PARAPET CAP & GUTTERS
4.1	CROSSVILLE PORCELAIN STONE	BASALT #AV225 (12" X24")	PATTERN: HORIZONTAL STACKED BOND W/ 1/16" SPACING GROUT: CUSTOM BUILDING PRODUCTS #60 CHARCOAL TONI HALE @ 931-456-3997
4.2	ELDORADO STONE VENEER	CLIFFSTONE - BARLEY	

**EXTERIOR FINISH SCHEDULE** **G**

**GENERAL NOTES** **E**

**PIZZA HUT KEY NOTES** **C**

(P1) PRE-FINISHED HARDIE SIDING

(P2) PORCELAIN TILE, STACKED BOND PATTERN

(P3) PRE-FINISHED (CLEAR ANODIZED) DURO-GUARD METAL COMPRESSION SYSTEM. SEE DETAILS 3/A6.1 AND 4/A6.1.

(P4) STANDING SEAM METAL SIDING

(P5) 5'X5' PRE-FINISHED MTL GUTTER. COLOR: CLEAR ANODIZED

(P6) WALL LIGHTING. SEE SHEET E3.0.

(P7) HM DOOR AND FRAME

(P8) HOSE BIB - REFER TO DETAIL 19/A6.1 & SHEET P2.0.

(P9) WINDOW SILL/FLASHING. SEE DETAIL 2 & 3/A6.0.

(P10) RTU LOCATION BEYOND

(P11) SIGNAGE. REF. DETAIL J/A4.0 AND SCOPE OF WORK (UNDER SEPARATE PERMIT)

(P12) WALL SHALL BE FINISHED PRIOR TO INSTALLATION OF SWITCHGEAR. PAINT MATTE BLACK

(P13) INDICATES ROOF BEYOND.

(P14) AWNING, PROVIDED & INSTALLED BY AWNEX.

(P15) NON-MIRRORRED SPANDREL GLAZING

(P16) ALL OUTSIDE CORNERS AT PORCELAIN TILE TO RECEIVE (SCHLUTER QUADREC, ANTIQUE BRONZE)

(P17) STREET NUMBERS, STORE HOURS, SECURITY DECALS-PROVIDED BY BIG IMAGE GRAPHICS AND INSTALLED BY G.C.

(P18) METAL CANOPY FURNISHED & INSTALLED BY VENDOR. GC TO COORDINATE BLOCKING AS REQUIRED

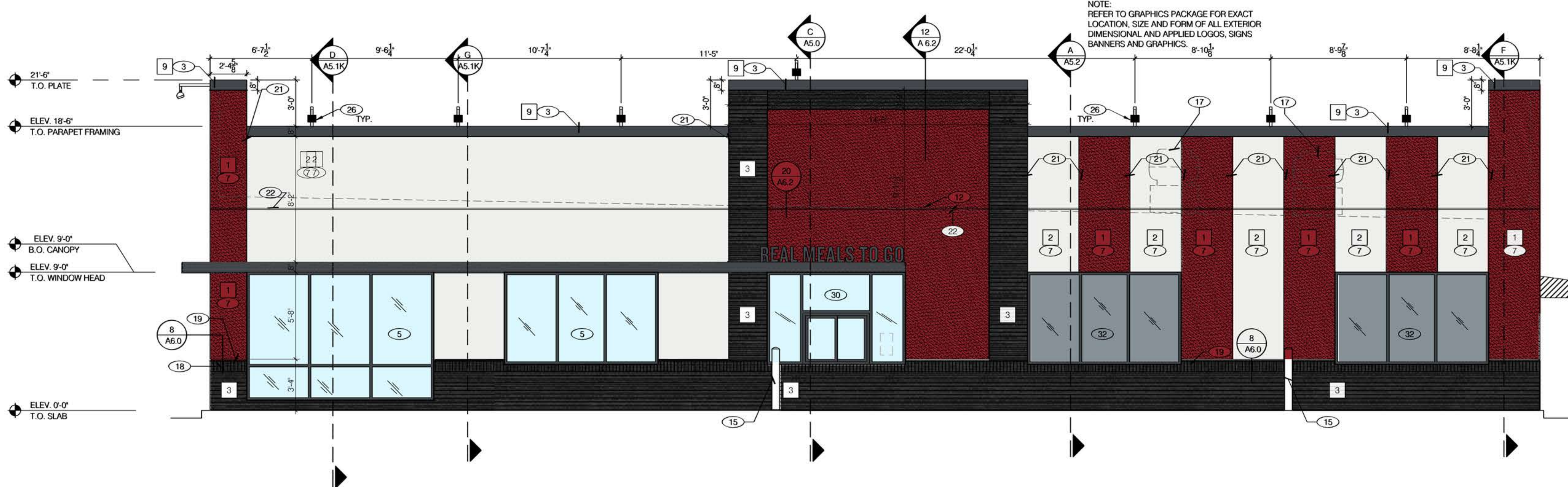
(P19) BREAK METAL TO MATCH STOREFRONT

(P20) PRE-FINISHED MTL DOWNSPOUTS. EXTEND TOWARDS GROUND OR SIDEWALK WITH LAST 6" AT 45°. CONNECT DOWNSPOUTS WITH STORM DRAIN IF REQUIRED BY CITY. REFER CIVIL DRAWINGS. COLOR: CLEAR ANODIZED

(P21) STONE WANSNOT VENEER TO BE INSTALLED AS SHOWN.

(P22) OVERFLOW SCUPPER





NOTE: REFER TO GRAPHICS PACKAGE FOR EXACT LOCATION, SIZE AND FORM OF ALL EXTERIOR DIMENSIONAL AND APPLIED LOGOS, SIGNS BANNERS AND GRAPHICS.

NOTE: SIGNAGES AND BUILDING ELEMENTS NOT SHOWN ON THIS SHEET. REFER TO 'VENDOR SUPPLIED / INSTALLED ELEMENTS' GENERAL NOTE, THIS SHEET.

**NORTH ELEVATION** 1/4"=1'-0" **A**

**RSP Architects**  
Florida Corp. No. AAC001726

1220 Marshall Street NE  
Minneapolis, MN 55413-1036

612.677.7100  
612.677.7499 fax  
www.rsparch.com

Certification

STEPHEN J. FAUTSCH  
Signature  
AR93674  
Registration No.  
02/28/23  
Expiration Date  
12/21/20  
Issue Date

Project For



**PIZZA HUT**  
939 NORTH CENTRAL AVE.  
UMATILLA, FL 32784

Project No. XXXXXX  
Drawn By BJJ  
Checked By KD  
Date 12/10/21

NOTICE: The designs shown and described herein including all technical drawings, graphics, and models thereof, are proprietary and cannot be copied, duplicated or commercially exploited, in whole or in part, without express written permission of RSP Architects. These are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors and office personnel only in accordance with this Notice.

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Revisions

No.	Date	Description

**KFC EXTERIOR ELEVATION**

**A4.0K**

SYMBOL	EXTERIOR WALL AREA	MANUFACTURER	COLOR	NOTES	CONTACT
1	EXTERIOR PAINT	BENJAMIN MOORE	AURA EXTERIOR PAINT EXOTIC RED 2086-10 LOW LUSTER (634)		KURT MCCLELLAND P: (800) 635-5147 / C: (502) 640-1608 kurt.mcclelland@benjaminmoore.com
2	EXTERIOR PAINT	BENJAMIN MOORE	REGAL SELECT EXTERIOR PAINT WEDDING VEIL 2125-70 LOW LUSTER (N401)		KURT MCCLELLAND P: (800) 635-5147 / C: (502) 640-1608 kurt.mcclelland@benjaminmoore.com
3	WAINSCOT	GLEN-GERY	PROVIDE GENERIC SMOOTH BRICK VENEER	OR APPROVED; REGIONALLY AVAILABLE BRICK TO MATCH. SUBMIT REQUEST TO KFC FOR APPROVAL.	
4	EXTERIOR PAINT	BENJAMIN MOORE	AURA EXTERIOR PAINT BLACK HORIZON 2132-30 LOW LUSTER (634)		KURT MCCLELLAND P: (800) 635-5147 / C: (502) 640-1608 kurt.mcclelland@benjaminmoore.com
5	LOUVERED AWNINGS	PRE-FINISHED	AURA EXTERIOR PAINT EXOTIC RED 2086-10 LOW LUSTER (634)		
6	BOLLARDS		PVC SLEEVE VERIFY COLOR w/ OWNER		
7	PAINTED 4" BORDER AROUND WINDOW, AWNING AND BEHIND AWNING (ABOVE THE WINDOW)		AURA EXTERIOR PAINT BLACK HORIZON 2132-30 LOW LUSTER (634)		KURT MCCLELLAND P: (800) 635-5147 / C: (502) 640-1608 kurt.mcclelland@benjaminmoore.com
8	STENCIL		BLACK		
9	DURO-GUARD		CLEAR ANODIZED	PARAPET CAP & GUTTERS	
10	EXTERIOR METAL	BENJAMIN MOORE	COROTECH POLYESTER URTHANE CUSTOM MATCH BENJAMIN MOORE 2132-30 BLACK HORIZON (V520)	COROTECH PRIMER (V132)	KURT MCCLELLAND P: (800) 635-5147 / C: (502) 640-1608 kurt.mcclelland@benjaminmoore.com
11	EXTERIOR COMPOSITE SIDING	AZEK	COMPOSITE DECKING SQUARE SHOULDERED CAPPED, 5.5" w. X 1", HARVEST COLLECTION, ISLAND OAK	NAIL OR SCREW PVC PLANKS TO WOOD SUPPORTS, PER MANUF. REQUIREMENTS.	AZEK BUILDING PRODUCTS P: (877) 275-2935
12	EXTERIOR METAL	BENJAMIN MOORE	COROTECH POLYESTER URTHANE CUSTOM MATCH BENJAMIN MOORE 2086-10 EXOTIC RED (V520)		
13	EXTERIOR MASONRY	BENJAMIN MOORE	COROTECH POLYESTER URTHANE CUSTOM MATCH BENJAMIN MOORE 2132-30 BLACK HORIZON (V520)		

**EXTERIOR FINISH SCHEDULE F**

IMAGE COMPONENTS SCHEDULE				
TAG	QTY	ITEM DESCRIPTION	ELEC	
<b>SIGNAGE</b>				
S1a	1	VINYL LOGO/GRAPHICS FOR TOWER PANEL - FULL HT.		
S1b	0	VINYL LOGO/GRAPHICS FOR TOWER PANEL - HALF HT.		
S3a	0	KFC CHANNEL LETTERS - 30" RED		X
S3b	2	KFC CHANNEL LETTERS - 24" RED		X
S3c	0	KFC CHANNEL LETTERS - 30" WHITE		X
S3d	0	KFC CHANNEL LETTERS - 24" WHITE		X
S4a	1	"REAL MEALS TO GO" DIMENSIONAL LETTERS FOR 15" DT CANOPY		
S4b	0	"REAL MEALS TO GO" VINYL LETTERS FOR 8" DT CANOPY		
S5a	1	"WORLD FAMOUS CHICKEN" LETTERS - 16" DIMENSIONAL PIN MOUNT		
S5b	0	"WORLD FAMOUS CHICKEN" 16" LETTERS - PAINT		
S5c	0	"WORLD FAMOUS CHICKEN" 12" LETTERS - PAINT		
S5d	0	"WORLD FAMOUS CHICKEN" STACKED LETTERS - PAINT		
S6	0	"REAL MEALS" BUCKET SIGN		
S7	0	"REAL MEALS TO GO" BUCKET SIGN		
S8a	1	"HARD WAY" PAINT TEMPLATE - 57" ROUND		
S8d	1	"HARD WAY" PAINT TEMPLATE - HORIZONTAL		
S9	1	"HOT FRESH ARROW SIGN"		X
S15b	1	"HOT FRESH ARROW SIGN"		X
G9a	2	STORE HOURS - ENTRY DOOR		
G9b	1	STORE HOURS - DT WINDOW		
G9c	1	STORE HOURS - DT SPEAKER POST/CANOPY		
<b>BUILDING EXTERIOR ELEMENTS</b>				
B1a	1	TOWER PANEL W/ HALF HT LOGO (NO GRAPHICS)- FULL HT W/ EXTENDER		
B1b	0	TOWER PANEL W/ LOGO AND GRAPHICS - HALF HT		
B2	1	TOWER LID CANOPY		
B3a	1	DT WINDOW CANOPY - 15'-0" WIDE		
B9a	5	SHUTTERED AWNINGS - 5'-0" WIDE, 4'-6" HT		
B9b	1	SHUTTERED AWNINGS - 6'-4" WIDE, 4'-6" HT		
B9a-DT	2	SHUTTERED AWNINGS - 5'-0" WIDE, 4'-0" HT		

**IMAGE COMPONENTS SCHEDULE D**

**MISCELLANEOUS:**

A. SEE SHEET A1.1 "WINDOW TYPES" FOR WINDOW ELEVATIONS.  
B. PAINT COLORS SHOWN ARE COLOR REFERENCES FOR THE E.I.F.S. SUPPLIER.  
C. OPTIONAL 1 1/2" EIFS FOR LOCAL REQUIREMENTS

**SEALERS (REFER TO SPECS):**

A. SEALANT AT ALL WALL AND ROOF PENETRATIONS.  
B. SEALANT AT ALL WINDOW AND DOOR FRAMES AT HEAD AND JAMB. DO NOT SEAL SILL AT WINDOWS.

**HIGH IMPACT E.I.F.S.:**

(A) AS REQUIRED PER SITE-SPECIFIC DESIGN: E.I.F.S. BASE COAT W/ 20 OZ. HIGH IMPACT MESH TO BE APPLIED FROM STARTER TRACK TO 7'-0" A.F.F. REFER TO SPECIFICATION MANUAL FOR E.I.F.S. MANUFACTURERS ASSEMBLY DETAILS.

**CRITICAL FINISH OPENINGS:**

BUILDING FINISH OPENINGS THAT ARE DESIGNATED AS "CRITICAL" SHALL BE MAINTAINED TO PROVIDE FOR THE STANDARD INSTALLATION OF STANDARD SIGNAGE / BUILDING ELEMENTS. SEE GENERAL NOTE FOR VENDOR PROVIDED / VENDOR INSTALLED ELEMENTS.

**THIN BRICK INSTALLATION:**

THE GENERAL CONTRACTOR TO ENSURE THAT THE BRICK JOINTS ARE PLUMB AND LEVEL, AND THE BRICK FACES ALIGNED AND FLUSH.

**VENDOR SUPPLIED / INSTALLED ELEMENTS:**

GC TO COORDINATE WITH VENDOR PROVIDED / VENDOR INSTALLED SIGNAGE AND BUILDING ELEMENTS.

**GENERAL NOTES C**

- 1 PAINT WALL SURFACE BEHIND AWNING
  - 2 NOT USED
  - 3 PARAPET FASCIA CAP.
  - 4 WALL PACK LIGHT
  - 5 ALUMINUM STOREFRONT WINDOW / DOOR SYSTEM. SEE SHEET A1.1.
  - 6 WALL LIGHTING - LIGHTING VENDOR SUPPLIED / GC INSTALLED. SEE SHEET E4.0.
  - 7 STO CORP. OR EQUAL 1" DRAINABLE E.I.F.S. WITH MEDIUM FINISH. REFER TO SPECIFICATIONS FOR MANUFACTURERS ASSEMBLY DETAILS, FIELD SUPPORT SERVICES AND CONTACTS. REFER TO DETAILS, SHEET A6.3. SEE HIGH IMPACT E.I.F.S. GENERAL NOTE.
  - 8 HOSE BIB - REFER TO DETAIL 5 / A6.2.
  - 9 CO2 FILLER VALVE & COVER. SEE DETAIL 11/A-6.2
  - 10 SCUPPER, COLLECTOR AND DOWNSPOUT 6" MIN.
  - 11 SWITCHGEAR.
  - 12 INDICATES TOP OF ROOF DECK.
  - 13 OVERFLOW SCUPPER
  - 14 GAS METER BEHIND SCREENING FENCE. DO NOT PAINT METER.
  - 15 STEEL BOLLARD W/ PVC SLEEVE. SEE SITE DETAILS.
  - 16 TOP OF RTU. COORDINATE WITH MANUFACTURERS SPECIFICATIONS.
  - 17 EXHAUST FANS ON ROOF.
  - 18 BRICK ROWLOCK SILL.
  - 19 TRANSITION FROM BRICK -to- E.I.F.S.
  - 20 PRE-FINISHED MTL DOWNSPOUTS. EXTEND TOWARDS GROUND OR SIDEWALK WITH LAST 6" AT 45°. CONNECT DOWNSPOUTS WITH STORM DRAIN IF REQUIRED BY CITY. REFER TO CIVIL DRAWINGS. COLOR: CLEAR ANODIZED.
  - 21 LINE OF PAINT COLOR CHANGE.
  - 22 "V" GROOVE IN E.I.F.S. SEE DETAIL 14 / A6.2.
  - 23 EMERGENCY LIGHTS. SEE ELECTRICAL SHEETS
  - 24 ROOF DRAIN OVERFLOW LEADER; SEE DETAIL 16 / A6.0.
  - 25 STAINLESS STEEL CORNER GUARDS.
  - 26 EXTERIOR LIGHTING. SEE ELECTRICAL
  - 27 SECURITY DOOR. OWNER-SUPPLIED / G.C. INSTALL.
  - 28 EXTERIOR FINISH DIMENSION; TYPICAL.
  - 29 E.I.F.S. CONTROL JOINT.
  - 30 DRIVE THRU WINDOW; SEE SHEET A2.1.
  - 31 ROOF LADDER. SEE DETAIL 11/A6.0, 17/A6.0, & 18/A6.1. MATTE BLACK, PREFINISHED.
  - 32 NON-MIRRORRED SPANDREL GLAZING
- KFC KEY NOTES B**



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PIZZA HUT  
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 Checked By KD  
 Date 12/10/21

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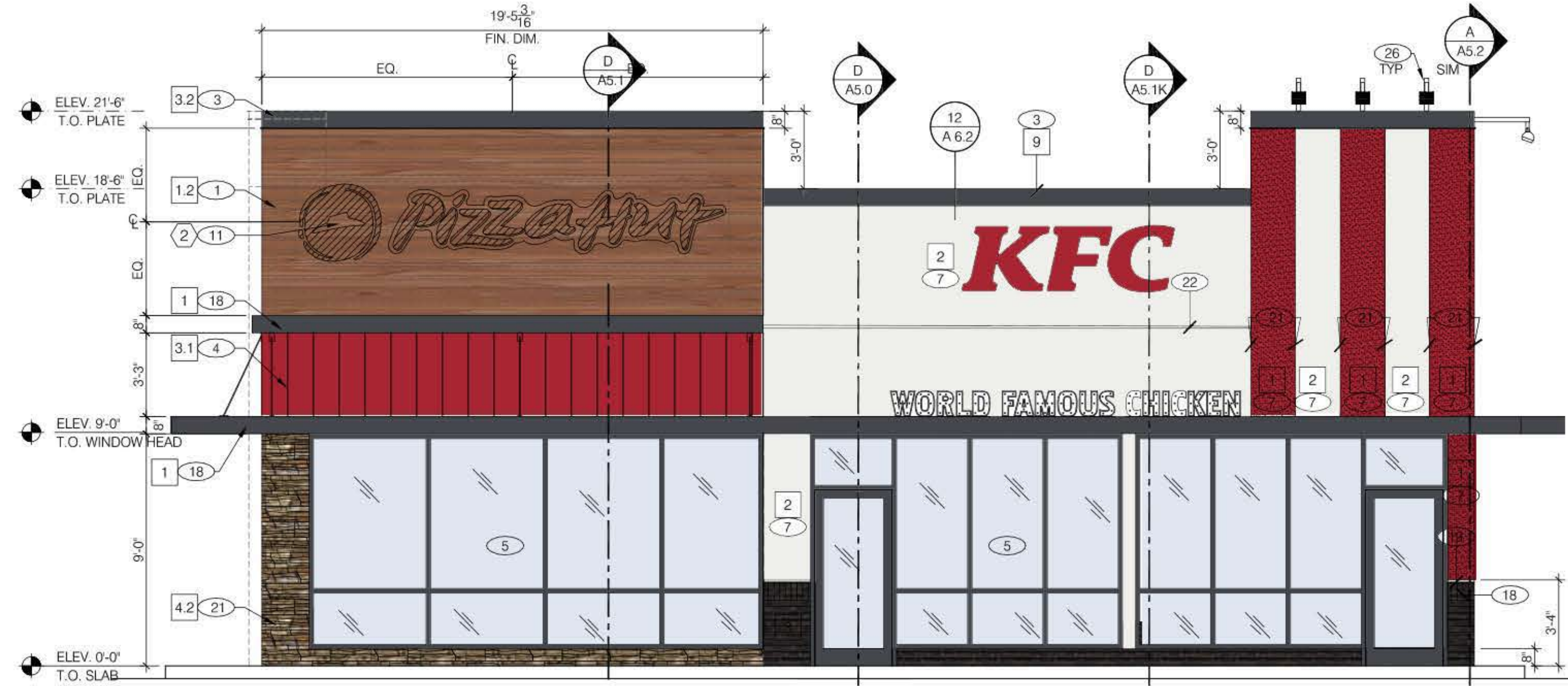
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Revisions

No.	Date	Description
1	01/25/2021	PERMIT RESPONSE

EXTERIOR ELEVATIONS

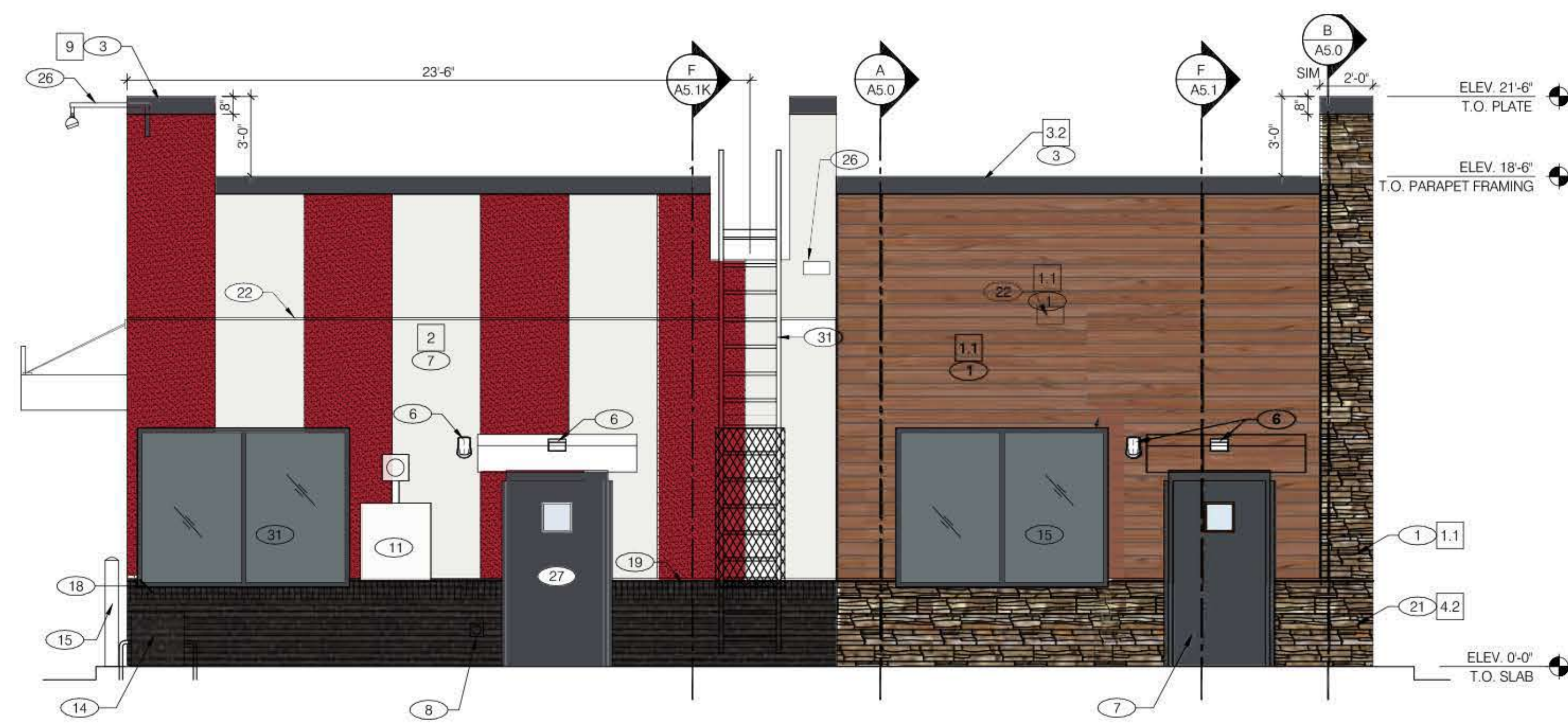
A4.1



NOTE: REFER TO C/A4.0 FOR PIZZA HUT KEY NOTE TAG NUMBERS AND B/4.0K FOR KFC CORRESPONDING KEY NOTE TAG NUMBERS.

NOTE: SIGNAGE AND BUILDING ELEMENTS ARE NOT SHOWN ON THIS SHEET, REFER TO "VENDOR SUPPLIED / INSTALLED ELEMENTS" GENERAL NOTE: THIS SHEET.

EAST ELEVATION 1/4"=1'-0" A



NOTE: REFER TO C/A4.0 FOR PIZZA HUT KEY NOTE TAG NUMBERS AND B/4.0K FOR KFC CORRESPONDING KEY NOTE TAG NUMBERS.

WEST ELEVATION 1/4"=1'-0" B

**ORDINANCE 2022-103**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, APPROVING A SPECIAL EXCEPTION USE PERMIT TO ALLOW A RESTAURANT WITH DRIVE THRU FACILITIES, LOCATED IN THE C-2 ZONING DISTRICT FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF UMATILLA, FLORIDA; OWNED BY CFL PIZZA LLC AND LOCATED AT 939 NORTH CENTRAL AVENUE, UMATILLA, LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, an application has been received by PlanScape Partners on behalf of CFL Pizza, LLC, Owner, requesting a Special Exception Use Permit pursuant to Chapter 7 of the City Land Development Regulations to allow the property located at 939 North Central Avenue, Umatilla, Florida (the “Property”), to be used for a restaurant with drive thru facilities within the C-2 zoning district; and

**WHEREAS**, public notice has been provided as required by the Land Development Regulations of the City of Umatilla; and

**WHEREAS**, the City Council of the City of Umatilla acts in the capacity of the Planning & Zoning Board.

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

**Section 1: Purpose and Intent.**

That the Property in the zoning district of General Commercial (C-2), being situated in the City of Umatilla, Florida, shall hereafter be granted a Special Exception Use Permit to allow a restaurant with drive thru facilities.

**LEGAL DESCRIPTION:** See Exhibit “A”.

Alternate Key # 3035224

**Section 2: Zoning Classification.**

That the Property shall be granted a Special Exception Use Permit to allow a restaurant with drive thru facilities located in the C-2 zoning district in accordance with Chapter 7, Section 2 of the Land Development Regulations of the City of Umatilla, Florida.

- a. Development shall be in substantial conformance with the conceptual development plan attached as Exhibit “B”.
- b. The Owner shall comply with all applicable provisions of the Land Development Regulations of the City of Umatilla.

- c. A special exception use that is not initiated within one (1) year of being granted shall not be established without a new public hearing in accordance with requirements of Chapter 7 of the Land Development Regulations.
- d. A special exception use that is abandoned for a period of six (6) months or more shall not be reestablished without a new public hearing in accordance with the requirements of Chapter 7 of the Land Development Regulations.

**Section 3: 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 4: 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 5: Effective Date.**

This Ordinance shall become effective upon passage.

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, CMC  
 City Clerk

\_\_\_\_\_  
 Kevin Stone  
 City Attorney

(SEAL)

Passed First Reading: \_\_\_\_\_  
 Passed Second Reading: \_\_\_\_\_

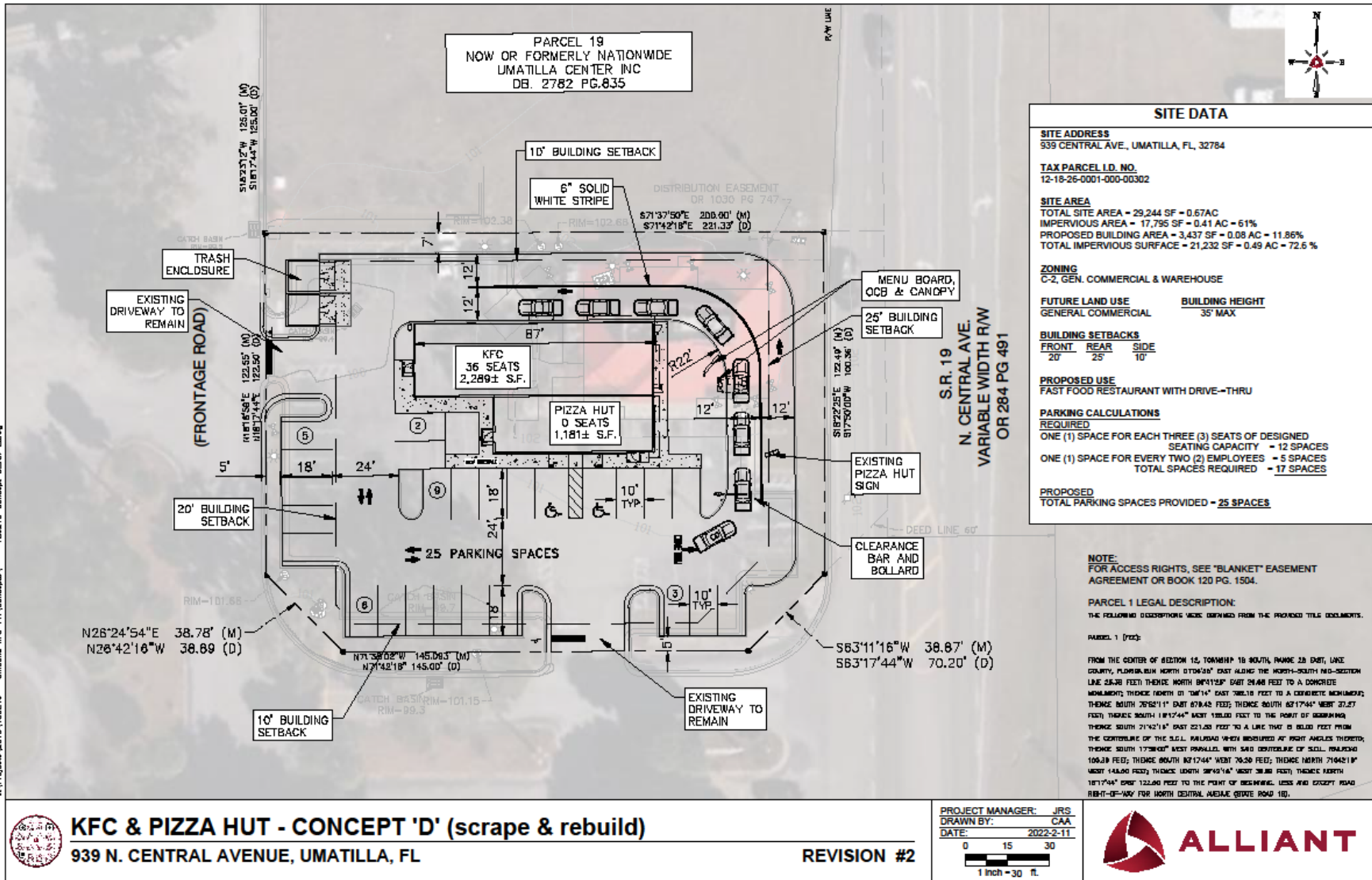
## LEGAL DESCRIPTION

### EXHIBIT "A"

PARCEL 1 (Fee Simple Estate):

From the center of Section 12, Township 18 South, Range 26 East, Lake County, Florida; run North 01°06'35" East along the North-South mid-section line 25.38 feet; thence North 89°41'25" East 29.68 feet to a concrete monument; thence North 01°08'14" East 782.16 feet to a concrete monument; thence South 75°52'11" East 676.42 feet; thence South 63°17'44" West 37.27 feet; thence South 18°17'44" West 125.00 feet to the point of beginning; thence South 71°42'16" East 221.33 feet to a line that is 60.00 feet from the centerline of the S.C.L. Railroad when measured at right angles thereto; thence South 17°50'00" West parallel with said centerline of S.C.L. Railroad 100.36 feet; thence South 63°17'44" West 70.20 feet; thence North 71°42'16" West 145.00 feet; thence North 26°42'16" West 38.89 feet; thence North 18°17'44" East 122.50 feet to the point of beginning. LESS AND EXCEPT road right-of-way for North Central Avenue (State Road 19).

EXHIBIT "B"



# CITY OF UMATILLA AGENDA ITEM STAFF REPORT

---

**DATE:** June 2, 2022

**MEETING DATE:** June 7, 2022

**SUBJECT:** PUD Rezoning – Woodsong Subdivision

**ISSUE:** Approval of Ordinance 2022-104

---

**BACKGROUND SUMMARY:** The owner is requesting rezoning from R-5 medium density Residential to Planned Unit Development within an existing Medium Density Future Land Use Designation (5 units per acre).

The Developer is proposing 131-Units with a mix of 59 Single Family Homes and 72 Multifamily Townhomes (fee simple ownership) on 39.04 acres of land. The minimum lot size of the single family is 7,680-sqft (64’x 120’) and 2,200 sqft (20’x 110’).

This subdivision was initially approved the Lake County Board of County Commissioners in 2005 and later annexed into the City via Annexation Ordinance 2006-E-1. This ordinance was approved along with an annexation and utility agreement and outlined the entitlements that were approved by the County. The subdivision plan attached to the Agreement allowed 138 units with a minimum lot size of 5,200-sqft. The proposed plan reduces the unit count by 7, however, the single-family lot sizes have increased by 2,480 sqft.

The property owner is proposing a centralized recreation area with a pavilion, picnic table and BBQ pit, a dog run, playground area (see photo). In addition, the owner recognized the need for additional parking and has added 71 parking stalls to help prevent on street parking issues from the townhomes and adjacent homeowners.

The proposed PUD allows for detached single family and attached single family units with an overall net density of 4.62 units/acre (less wetlands). There are approximately 10.66 acres of wetlands onsite. The comprehensive plan allows for density transfer of wetlands at 1 unit per acre (FLU Policies 1-2.1.1 and 1-2.2.2) thus the maximum number of units allowed on the subject site is 152 units; therefore, the proposed units are well below this threshold and is therefore, consistent with comprehensive plan. The proposed density and unit types are also consistent with the Single-Family Medium Density land use category (FLU Policy 1-2.2.6) and the application of Planned Unit Developments (FLU Policy 1-1.11.1).

2

The PUD zoning requires a minimum of 25% open space which equates to 7 acres based on upland acreage. The proposed PUD provides open space consisting of 7.06 acres of uplands and 10.66 acres of wetlands for a total of 17.68 acres which equates to 45% open space.

The proposed plan protects the wetlands by providing a 50’ setback and natural upland buffer and the proposed lots are “clustered” away from the wetland. At time of platting, a conservation easement over the wetlands and upland buffer will be provided per the land development regulations. Additional protection to the environmental will be provided by connection to the city’s

sewer system.

The proposed landscape buffers along Pine Street and Tenth Avenue are 5' with a 6' vinyl fence. No perimeter buffers are required adjacent to the wetlands. The plan proposes 10' native buffers along the northern and eastern property boundary.

The projected population of the development is 288 residents (131 units x 2.2 pph = 288) and the plan offers recreation amenities in the form of a tot lot/playground equipment, pavilion with picnic table and grills, and a dog run/park. Access to the recreation area is provided by both vehicular and pedestrian via sidewalks.

The plan also provides additional parking to address overflow and visitor parking by providing 70 spaces.

A waiver to the minimum block length will need to be incorporated within the Master Development Agreement due to proposed block lengths less than 600'. Block length requirements were established to allow for walkability, street intersection spacing, disperse traffic, and allow for hydrant spacing. Short block lengths encourage walkability and disperse traffic.

---

**STAFF RECOMMENDATIONS:** Approval upon Final Reading of Ordinance 2022-104

**FISCAL IMPACTS:**

---

**COUNCIL ACTION:**

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

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



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

**REZONING**

**Owner:** Palmer Homes, Inc.

**Applicant:** Craig Harris

**General Location:** East of Pine Street & North of Tenth Ave.

**Number of Acres:** 39.04 ± acres

**Existing Zoning:** R-5

**Proposed Zoning:** PUD

**Existing Land Use:** Single Family Medium Density (5 units/acre)

**Date:** May 11, 2022

**Description of Project**

The owner is seeking rezoning approval for a 131-unit subdivision consisting of 59 single family lots (64' x 120' - 7,680 square feet) and 72 attached single family (townhome) units (20' x 110' – 2,200 square feet). In December 2005 the subject property was part of a Utility and Annexation agreement with the City of Umatilla allowing 138 units with a minimum lot size of 5,200 square feet (ORB 3139, pages 1067-1074). In 2020 the Utility agreement was revised (ORB 5585, pages 313-318). The agreement indicates that the owner has “vested rights” regarding the overall density shall not exceed 4.74 units/acre, 50' setback from wetlands or waterbodies, 52' width lots, side setbacks of 5.5' with a minimum 11' between eaves of houses. The agreement also addressed stormwater ponds.

**Assessment**

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The proposed PUD allows for detached single family and attached single family units with an overall net density of 4.62 units/acre (less wetlands). There are approximately 10.66 acres of wetlands onsite. The comprehensive plan allows for density transfer of wetlands at 1 unit per acre (FLU Policies 1-2.1.1 and 1-2.2.2) thus the maximum number of units allowed on the subject site is 152 units; therefore, the proposed units are well below this threshold and is therefore, consistent with comprehensive plan. The proposed density and unit types are also consistent with the Single-Family Medium Density land use category (FLU Policy 1-2.2.6) and the application of Planned Unit Developments (FLU Policy 1-1.11.1).

The PUD zoning requires a minimum of 25% open space which equates to 7 acres based on upland acreage. The proposed PUD provides open space consisting of 7.06 acres of uplands and 10.66 acres of wetlands for a total of 17.68 acres which equates to 45% open space.

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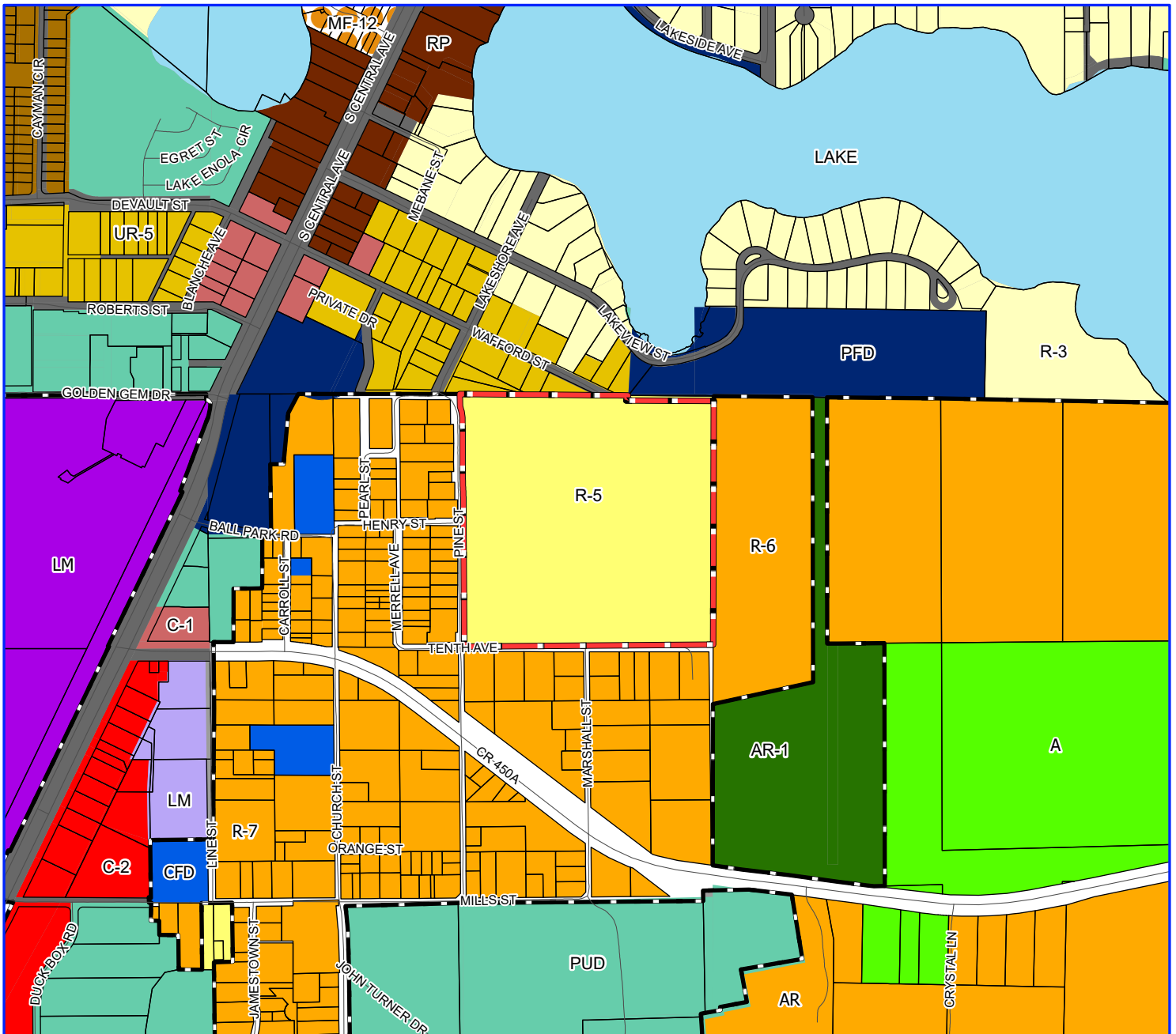
A waiver to the minimum block length will need to be incorporated within the Master Development Agreement due to proposed block lengths less than 600'. Block length requirements were established to allow for walkability, street intersection spacing, disperse traffic, and allow for hydrant spacing. Short block lengths encourage walkability and disperse traffic.

### **Recommendation**

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The proposed PUD zoning is consistent with the Comprehensive Plan and is consistent with the Land Development Regulations.



**Legend**

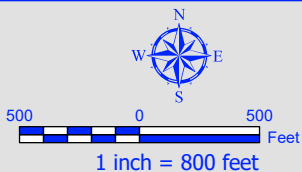
Site Boundary (39 Ac±)

**City of Umatilla Zoning**

- AR-1 -- Agriculture Residential
- R-3 -- Low Density Residential
- R-5 -- Single Family Medium Density Residential
- MF-12 -- Multi-Family High Density Residential
- UR-5 -- Urban Residential District
- LM -- Light Manufacturing

- MHS-8 -- Manufactured Home Subdivision
- PUD -- Planned Unit Development
- RP -- Residential Professional
- PFD -- Public Facilities District
- C-1 -- Neighborhood Commercial
- C-2 -- General Commercial & Warehouse
- LM -- Light Manufacturing

- R/W -- Right of Way
- LAKE -- Lake
- Lake County Zoning**
- Agriculture (16 Ac±)
- Community Facility
- Industrial
- Residential (33 Ac±)



**City of Umatilla  
Pine Street Property  
Lake County, Florida  
Existing Zoning Map**

Project: 399-21-17  
File: Zoning  
Name: Woodsong  
PM: Sherie Lindh  
Date: April 11, 2022  
Created By: J.Wilson





## NOTICE OF PUBLIC HEARINGS

### ORDINANCE 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.**

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

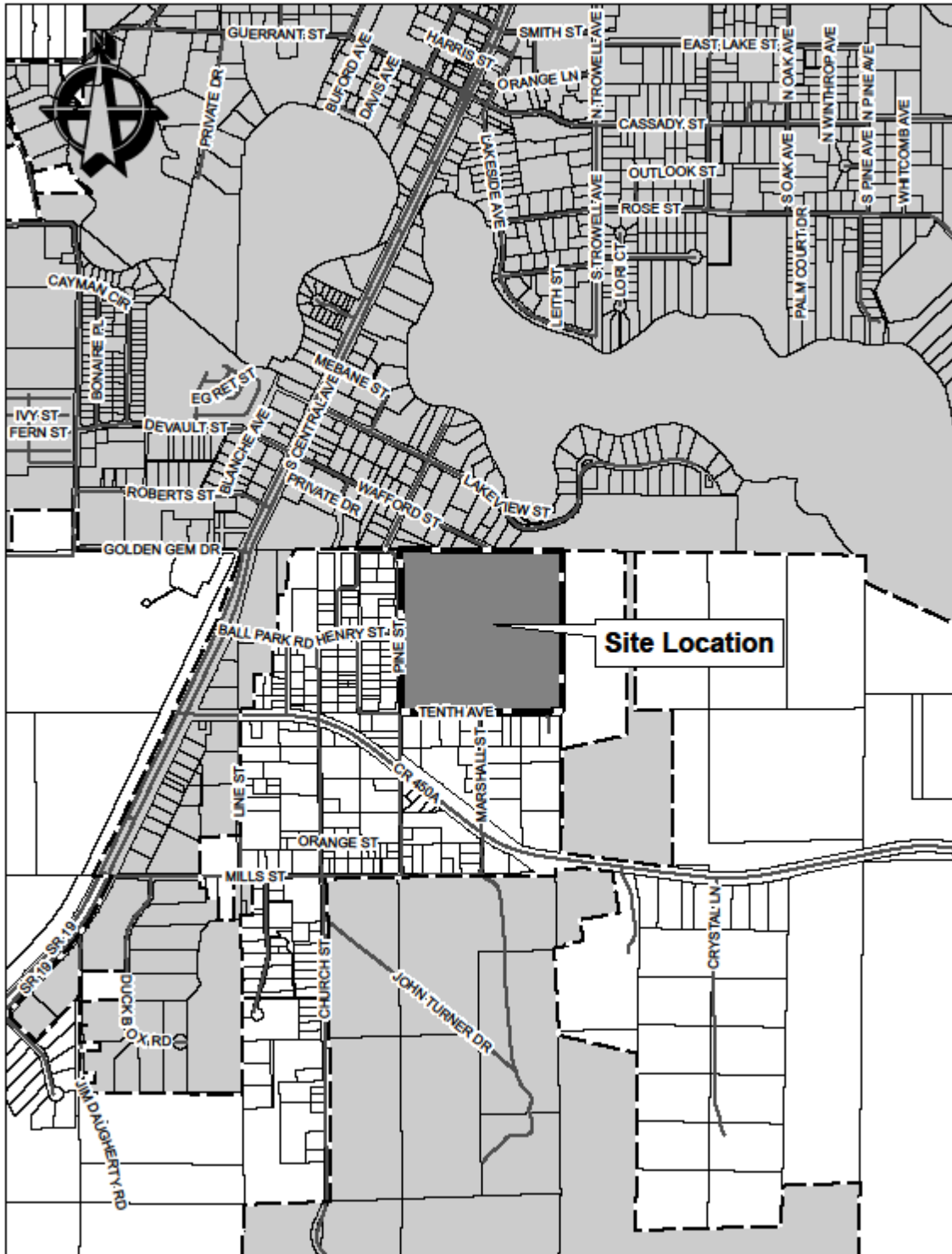
Umatilla City Council Meeting on May 17, 2022 at 6:00 p.m.

Umatilla City Council Meeting on June 7, 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 2022-104**

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

14 **WHEREAS,** a petition has been submitted by Palmer Homes, Inc. as Owner, to rezone  
15 approximately 39.04 acres of land from Single Family Medium Density Residential District (R-5) to  
16 Planned Unit Development (PUD);

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

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

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

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

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

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

33 That the zoning classification of the following described property, being situated in the City of Umatilla,  
34 Florida, shall hereafter be designated as PUD, Planned Unit Development, as defined in the Umatilla Land  
35 Development Regulations. The property is more particularly described and depicted as set forth on Exhibit  
36 “A” and as depicted on the map attached hereto as Exhibit “B” and incorporated herein by reference.

37  
38 **LEGAL DESCRIPTION:** See Exhibit “A”

39  
40 The property rezoned pursuant to this section shall be subject to the Umatilla Land Development  
41 Regulations pertaining the Planned Unit Development District and shall be developed according to the  
42 Planned Unit Development Agreement attached hereto as Exhibit “C”.

43  
44  
45 **Section 2: Zoning Classification.**

46 That the property shall be designated as PUD, Planned Unit Development, in accordance with Chapter 6,  
47 Section 2(k) of the Land Development Regulations of the City of Umatilla, Florida. The property rezoned  
48 pursuant to this section shall be subject to the Umatilla Land Development Regulations pertaining the  
49 Planned Unit Development District and shall be developed according to the Planned Unit Development  
50 Agreement attached hereto as Exhibit “C”.

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**Section 3: 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 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: Conflict.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 6: Effective Date.**

This Ordinance shall become effective immediately upon its 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:

\_\_\_\_\_  
Gwen Johns  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Kevin Stone  
City Attorney

Passed First Reading \_\_\_\_\_  
Passed Second Reading \_\_\_\_\_  
(SEAL)



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**EXHIBIT A  
LEGAL DESCRIPTION**

LEGAL DESCRIPTION-PER TITLE COMMITMENT:

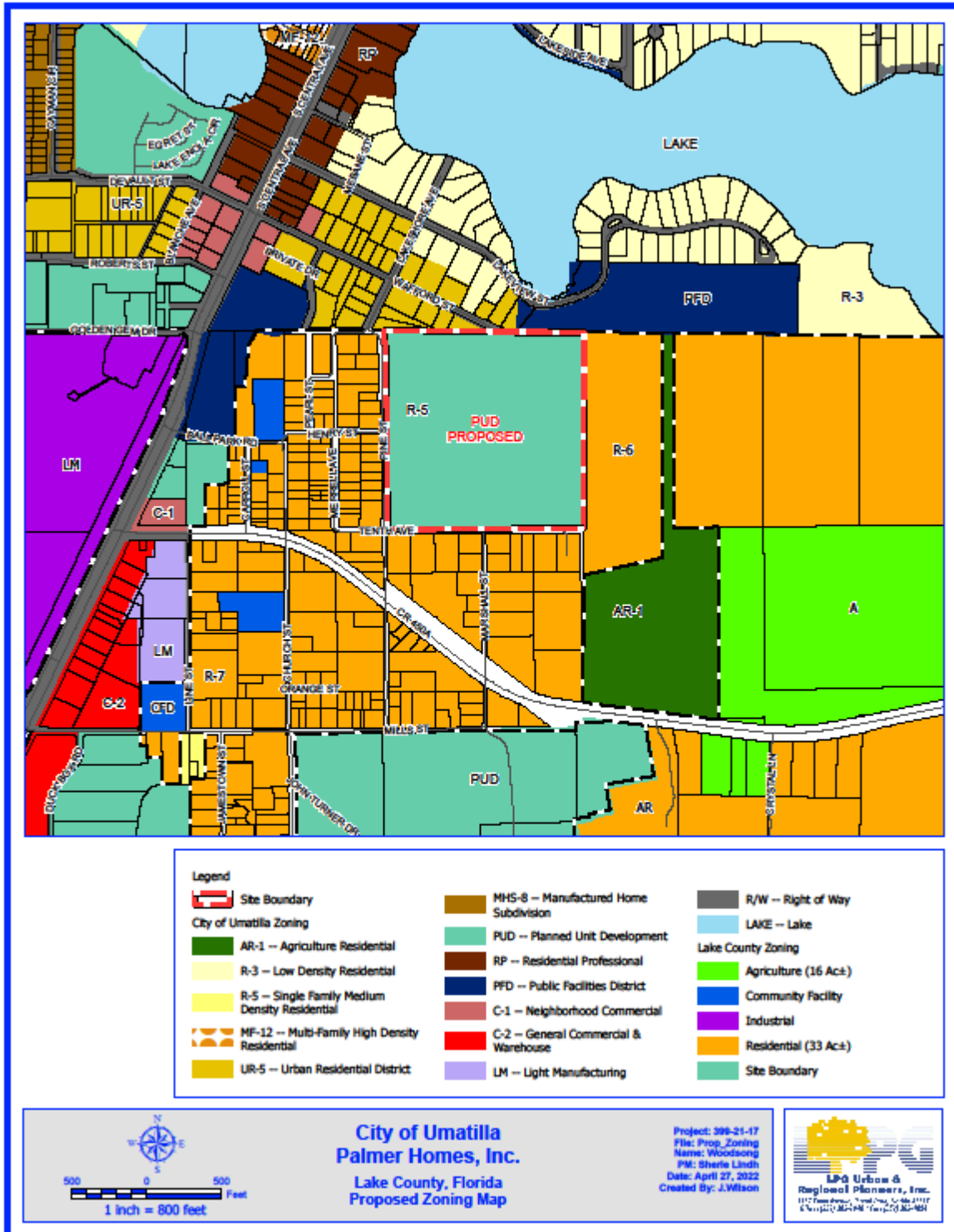
PARCEL 1:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT-OF-WAY AND LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF UMATILLA IN O.R. BOOK 3311, PAGE 2466, BEING FURTHER DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE N 89°48'43" W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 24 FOR 448.78 FEET; THENCE S 19°42'03" W FOR 37.13 FEET; THENCE S 89°48'43" E FOR 461.81 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 24; THENCE N 00°50'31" W ALONG SAID EAST LINE FOR 35.01 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE N 89°48'43" W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 24 FOR 448.78 FEET; THENCE S 19°42'03" W FOR 37.13 FEET; THENCE S 89°48'43" E FOR 461.81 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 24; THENCE N 00°50'31" W ALONG SAID EAST LINE FOR 35.01 FEET TO THE POINT OF BEGINNING.



# Location Map



**PLANNED UNIT DEVELOPMENT AGREEMENT**

This Planned Unit Development Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **CITY OF UMATILLA, a Florida municipal corporation** ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, **PALMER HOMES, INC., a Florida corporation** ("Owner"), whose address is 840 Lake Catherine Drive, Maitland, Florida 32751, hereinafter referred to collectively as the "Parties."

**RECITALS**

1. The Owner desires to rezone approximately 39.04 ± acres of property within the City of Umatilla, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").
2. The Property is currently located within the City of Umatilla and is currently zoned "Single Family Medium Density Residential District (R-5)" with a future land use designation on the City of Umatilla Future Land Use Map of "Single Family Medium Density (RSFMED)."
3. Owner has filed applications for rezoning for the Property as a residential planned unit development, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.
4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
5. The City of Umatilla has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.
6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.
7. On December 6, 2005, the City and Owner entered into a Utility Agreement and Covenant to Annex (the "Utility and Annexation Agreement"), which is recorded at Official Records Book 3139, Pages 1067-1074, Public Records of Lake County, Florida.
8. The Utility and Annexation Agreement provided for annexation and development of the Property according to the terms thereof, which included an overall density for the subdivision not to exceed a density of 4.74 per acre (including wetlands); minimum lot width within the subdivision of 52 feet, a minimum buffer/setback of 50 feet from wetlands or water bodies, and minimum side yard setback of 5.5 feet with a minimum of 11 feet between eaves of houses.
9. The City and Owner recognize that the Property was annexed into the City limits of Umatilla pursuant to the Utility and Annexation Agreement.
10. Subsequent to entering into the Utility and Annexation Agreement, and subsequent to the approval of the density and setback requirements provided therein, the City amended its Land Development Regulations and subdivision requirements to adjust, among other things, the permissible density, setback, and lot size requirements within future subdivision development.
11. To remove doubt and to ensure the preservation of certain Owner rights, on September 17, 2020, the City and Owner entered into a Utility Agreement (the "2020 Utility Agreement"), which is recorded at Official

Records Book 5585, Page 313, Public Records of Lake County, Florida. The 2020 Utility Agreement replaced the Utility and Annexation Agreement to govern the development of the Property.

12. The City and Owner believe that is in the best interest of each party to enable the Property to be developed as further described herein, in accordance with the Charter and Code of Ordinances of the City of Umatilla, Florida.

**ACCORDINGLY**, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1. Recitals.** The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

**Section 2. Supersede.** This Agreement replaces and supersedes all previous agreements and understandings between the Parties, except that the 2020 Utility Agreement shall remain in effect except to the extent expressly amended herein.

**Section 3. Conditions Precedent.** Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and b) the City adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

**Section 4. Land Use/Development.** Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by Halff Associates, Inc., dated May, 2022, and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development) zoning district and subject to City approval. All land uses must conform to uses and densities/intensities allowed within the land use designations assigned to the Property on the Future Land Use Map of the City's Comprehensive Plan as adopted by the City. As set forth further below, all development orders reasonably necessary to implement the plan addressed herein must be adopted and issued by City through its regular procedures before being effective. Failure of this Agreement to address any particular permit, condition, term, or restriction shall not relieve Owner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

**Section 5. Permitted Uses.** Permitted Uses shall include:

- a. Detached Single family residential not to exceed sixty (60) units.
- b. Attached Single family residential not to exceed seventy-five (75) units.
- c. Passive and Active Recreation Facilities.
- d. Temporary modular office uses shall be allowed during construction.

**Section 6. Residential Development Standards.** Development Standards shall be as follows:

- a. All detached single family lots shall have a minimum width of 64 feet and a minimum depth of 120 feet and a minimum square footage of
- b. All attached single family lots shall have a minimum width of 20 feet and a minimum depth of 110 feet.
- c. The minimum living area shall be 1,000 square feet for the detached single family homes.
- d. The minimum living area shall be 1,000 square feet for the attached single family homes.
- e. Minimum Setback requirements for residential units shall be as follows. Setbacks for garages facing road right of way shall be measured from (a) the road right of way or (b) existing or future sidewalk pavement; all other setbacks are measured from the lot boundary.

Front (general)	20'
Front (garage)	25'
Side (general)	5.5'
Side (corner lot facing ROW)	15'
Side Entry Garage (facing ROW)	25'
Rear (general)	20'
Rear (facing Road ROW)	15'
Accessory	5.5'

- f. Minimum Setback requirements for single family attached (townhome) residential units shall be as follows. Setbacks for garages facing road right of way shall be measured from (a) the road right of way or (b) existing or future sidewalk pavement; all other setbacks are measured from the lot boundary.

Front (general)	20'
Front (garage)	25'
Side (between units)/(end units)	0'/15'
Side (corner lot facing ROW)	15'
Rear (general)	10'
Rear (facing Road ROW)	15'
Accessory	5.5'

- g. Maximum building height shall be limited to thirty five feet (35').
- h. Parking: The Applicant will be required to meet the parking requirements of the Umatilla Land Development Regulations for the proposed uses. Notwithstanding anything to the contrary in the Umatilla Land Development Regulations, exterior driveways may count towards parking counts. Parking requirements will be determined at preliminary plan review.
- i. Picnic tables, barbeques, and pavilion shall be provided within the passive park and installed with the infrastructure.
- j. For clarity and avoidance of doubt, open space requirements associated with the development of the Property shall be based upon the total developable acreage of the Property.
- k. Any zoning standard not specifically listed in this Agreement shall be in compliance with the R-5 zoning district standards and other applicable sections of the Land Development Code.

**Section 7. Density and Lot Area Requirements.** Gross density shall not exceed 4.74 dwelling units/per acre pursuant to the 2020 Utility Agreement. Except where different standards are described in this Agreement, all development standards including, but not limited to, dimensional requirements, setbacks, landscaping buffers, and design standards shall be the same as those for the City's R-5 zoning category, as the same may be amended by the City from time to time.

**Section 8. Residential Design Standards.** Residential Design Standards shall meet the requirements of the Umatilla Land Development Regulations.

**Section 9. Site Access and Transportation Improvements.** Vehicular access to the project site shall be provided by one primary access point on Pine Street. The primary access shall be through a divided landscaped boulevard type road. The final location and design of the boulevard shall be determined during Preliminary Subdivision Plan review process and shall include consideration of sidewalks on both sides of the boulevard. Other

potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by FDOT, Lake County and City of Umatilla.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Umatilla minimum requirements.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Umatilla Codes.
- d. The City of Umatilla will not be responsible for the maintenance or repair of any of the roads or transportation improvements prior to acceptance thereof, which will be in accordance with the terms of an approved preliminary plan. The project entrance may be gated, in which event the Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. The City of Umatilla may accept ownership of the roads and transportation improvements dedicated for public use on the final plat only on the condition they meet City of Umatilla regulations and are constructed to City of Umatilla specifications. The approval of a preliminary plan in connection with the project or any phase thereof may be conditioned upon an acceptable plan for mitigating damage to roads during construction and repair and restoration of roads to acceptable condition prior to the City's acceptance thereof. Prior to the City's acceptance, upon completion of infrastructure of each phase, the Owner shall post a maintenance bond with a duration of two years from the date the City issues written certificate of occupancy acceptance of the roads and transportation improvements. The maintenance bond must be twenty percent (20%) of the construction costs for the improvements as certified by the project engineer. There shall be no construction vehicles driving over or parking on the roads, transportation improvements, sidewalks, curbs or drainage improvements once a certificate of occupancy is issued, unless otherwise required for access during home construction. Contractors will be responsible for damage and repairs. Prior to commencing construction Owner shall submit to the City, for City's approval, the proposed construction entrance. Multiple construction entrances may be required and will require City or Lake County Public Works driveway permits.
- f. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access or off-site improvements if required by the City, Florida Department of Transportation, and/or Lake County. Said improvements will be the responsibility of the Permittee and must be in place prior to or concurrent with the impacts of development.

**Section 9. Lighting.** All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way.

**Section 11. Water, Wastewater, and Reuse Water.** Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property's active and passive parks, entry feature areas and common areas, so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Owner shall prepare and submit a Master Utility Plan ("MUP") to the City in connection with the initial phase of development for the Property. The MUP shall identify any needed offsite utility improvements. Owner and City may enter into a pioneering agreement regarding a proportionate share contribution for properties desiring to connect to the utility improvements. In the event the City

requests that Owner construct utility lines in excess of the size needed to serve the Property, City and Owner shall negotiate in good faith to enter a utility upsizing agreement.

**Section 12. Impact Fees.** Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of building permit is issued. Notwithstanding the foregoing, Owner may, at any time, elect to pre-pay such impact fees for as many units as Owner submits full payment to the City for the impact fees in effect at the time such payment is made. In such event, such pre-payment shall result in pre-paid impact fee credits for the Property which shall be applied by the City upon the issuance of building permits. The City hereby agrees to reserve utility capacity for the Property provided that Owner is in full compliance with the terms and conditions of this Agreement.

**Section 13. Easements.** Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of utility services, including but not limited to sewer, water, and reclaimed water services.

**Section 14. Landscaping/Buffers.** Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping. A 6-foot PVC vinyl fence and landscaping will be required along the full property frontage abutting Pine Street. Said improvements shall be placed within an easement or tract dedicated to the Homeowner's Association for ownership and maintenance.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Umatilla Land Development Regulations pertaining to tree removal and replacement. Tree inventory transects shall be allowed to calculate tree replacement inches. Owner shall be allowed to perform mass grading activities within the PUD Boundary in accordance with all applicable City of Umatilla Land Development Regulations and consistent with the Water Management District Permit for the Property.

**Section 15. Stormwater Management.** Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

**Section 16. Other Municipal Facilities/Services.** The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

**Section 17. Environmental Considerations.** The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

**Section 18. Signage.** Owner shall submit a master sign plan as a component of the preliminary plat application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Umatilla's Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

**Section 19. Title Opinion.** Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

**Section 20. Compliance with City Laws and Regulations.** Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City



Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

**Section 21. Due Diligence.** The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

**Section 22. Enforcement/Effectiveness.** A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, *Florida Statutes*.

**Section 23. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

**Section 24. Binding Effect; Assignability.** This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

**Section 25. Waiver; Remedies.** No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

**Section 26. Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

**Section 27. Notice.** Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

<b>As to City:</b>	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286  352-669-3125 Telephone
<b>Copy to:</b>	Mayor City of Umatilla P.O. Box 2286 Umatilla, Florida 32784-2286 352-669-3125 Telephone  Kevin Stone Stone & Gerken, P.A. 4850 N. Highway 19A

	Mount Dora, FL 32757 352-357-0330 Telephone
<b>As to Owner:</b>	Palmer Homes, Inc. 840 Lake Catherine Drive Maitland, Florida 32751 (_____) Telephone
<b>Copy to:</b>	Craig Harris 210 Hangar Road Kissimmee, Florida, 34741 407-590-0146Telephone

**Section 28. Entire Agreement.** Except as otherwise set forth herein, this Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

**Section 29. Term of Agreement.** The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

**Section 30. Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**Section 31. Severability.** If any part of this PUD Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this PUD Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this PUD Agreement is declared severable.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESSES:

CITY OF UMATILLA, FLORIDA

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Kent Adcock, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Gwen Johns  
City Clerk

**PALMER HOMES, INC.**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
As its: \_\_\_\_\_

LEGAL DESCRIPTION-PER TITLE COMMITMENT:

PARCEL 1:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT-OF-WAY AND LESS AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF UMATILLA IN O.R. BOOK 3311, PAGE 2466, BEING FURTHER DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE N 89°48'43" W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 24 FOR 448.78 FEET; THENCE S 19°42'03" W FOR 37.13 FEET; THENCE S 89°48'43" E FOR 461.81 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 24; THENCE N 00°50'31" W ALONG SAID EAST LINE FOR 35.01 FEET TO THE POINT OF BEGINNING.

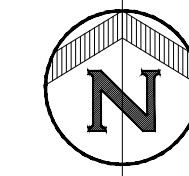
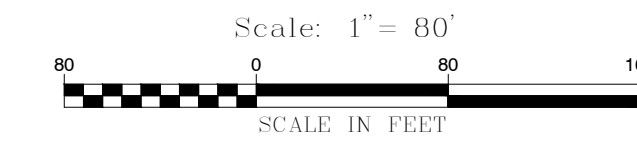
PARCEL 2:

THAT PORTION OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE N 89°48'43" W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 24 FOR 448.78 FEET; THENCE S 19°42'03" W FOR 37.13 FEET; THENCE S 89°48'43" E FOR 461.81 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 24; THENCE N 00°50'31" W ALONG SAID EAST LINE FOR 35.01 FEET TO THE POINT OF BEGINNING.

5/12/2022 7:32 AM

CITY OF UMATILLA  
ZONED: UR-5  
FLUM: RSFMD (SINGLE FAMILY  
MEDIUM DENSITY)

CITY OF UMATILLA  
ZONED: PFD  
FLUM: REC (RECREATIONAL)



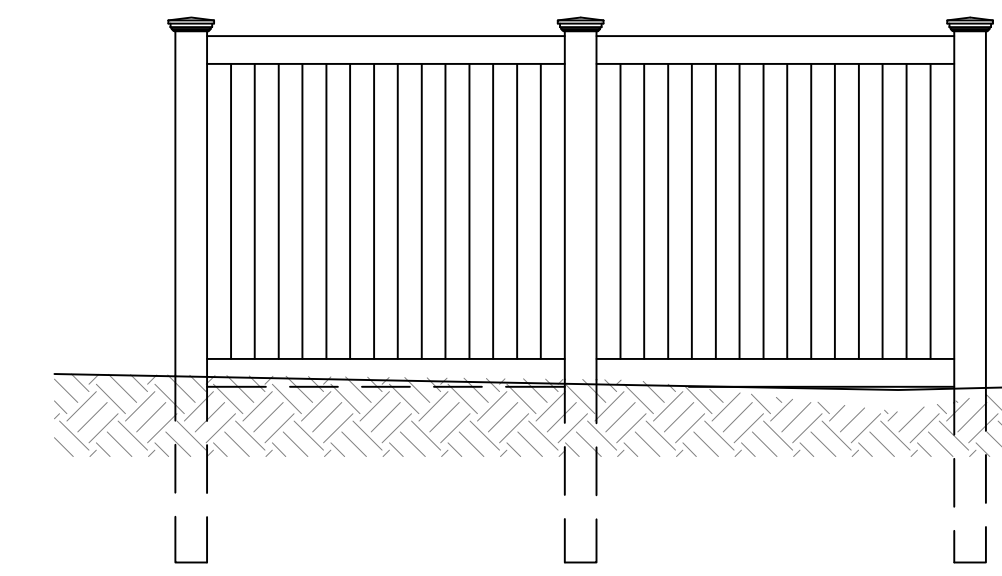
### SUMMARY

#### URBAN RESIDENTIAL

EXISTING ZONING.....	R-5
PROPOSED ZONING.....	PUD
FUTURE LAND USE.....	RSFMD (SINGLE FAMILY MED. DENSITY)
TOTAL AREA.....	39.04± ACRES
WETLAND AREA.....	10.66 ACRES
TOTAL LOT AREA.....	15.79 ACRES
RIGHT OF WAY AREA.....	4.78 ACRES
OPEN SPACE/DRAINAGE AREA.....	7.81 ACRES
TOTAL NUMBER OF LOTS.....	131 (59 SF & 72 MF)
GROSS DENSITY (LESS WETLANDS).....	4.62 Lots/Acre
WATER.....	CITY OF UMATILLA
SANITARY SEWER SYSTEM.....	CITY OF UMATILLA
TOTAL LENGTH OF ROADS.....	0.75 MILES
MINIMUM LOT SIZE SINGLE FAMILY.....	7,680 Square Feet (64'X120')
MINIMUM LOT SIZE MULTI FAMILY.....	2,200 Square Feet (20'X110')
FIRE FLOW FROM CITY OF UMATILLA.....	1,000 GALLONS PER MIN.
OPEN SPACE (WETLAND & TRACTS A - G).....	18.47 Acres (47.31%)

#### NOTES:

1. ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY SHALL BE VACATED PRIOR TO FINAL PLAT.
2. SOD ALL SWALES.
3. WHERE CENTERLINE OF ROADWAY IS 3% OR GREATER, SOD FROM EDGE OF PAVEMENT TO RIGHT-OF-WAY. WHERE ROADWAY IS LESS THAN 3%, SOD FROM EDGE OF PAVEMENT WITH MIN. 2 STRIPS OF SOD ABUTTING EOP WITHIN RIGHT-OF-WAY.
4. ALL PAVEMENT RADII AT INTERSECTIONS TO BE 35' AT LEADING EDGE OF CURB (UNLESS OTHERWISE NOTED).
5. ALL RIGHT-OF-WAY RADII AT INTERSECTIONS TO BE 25' (UNLESS OTHERWISE NOTED).
6. ALL LOT CORNERS TO BE SET AND MARKED IN ACCORDANCE WITH LAKE COUNTY LAND DEVELOPMENT REGULATIONS.
7. THERE IS A 5.0' DRAINAGE EASEMENT ON ALL SIDE AND REAR LOTS UNLESS OTHERWISE NOTED.
8. ALL STREETS AND RIGHT-OF-WAY ARE PUBLIC AND ARE TO BE DEDICATED TO CITY OF UMATILLA AND SHALL BE SHOWN ON FINAL PLAT.
9. WITHIN TRACTS 'A' AND/OR 'B' RECREATION IS TO BE PROVIDED. THIS IS TO INCLUDE DOG PARK AND TOT LOT. THIS TO BE INCLUDED WITH HARDSCAPE PLANS WITH CONSTRUCTION PLAN SUBMITTAL.
10. ALL OFF STREET PARKING WILL BE OWNED BY THE CITY BUT MAINTAINED BY THE HOA.

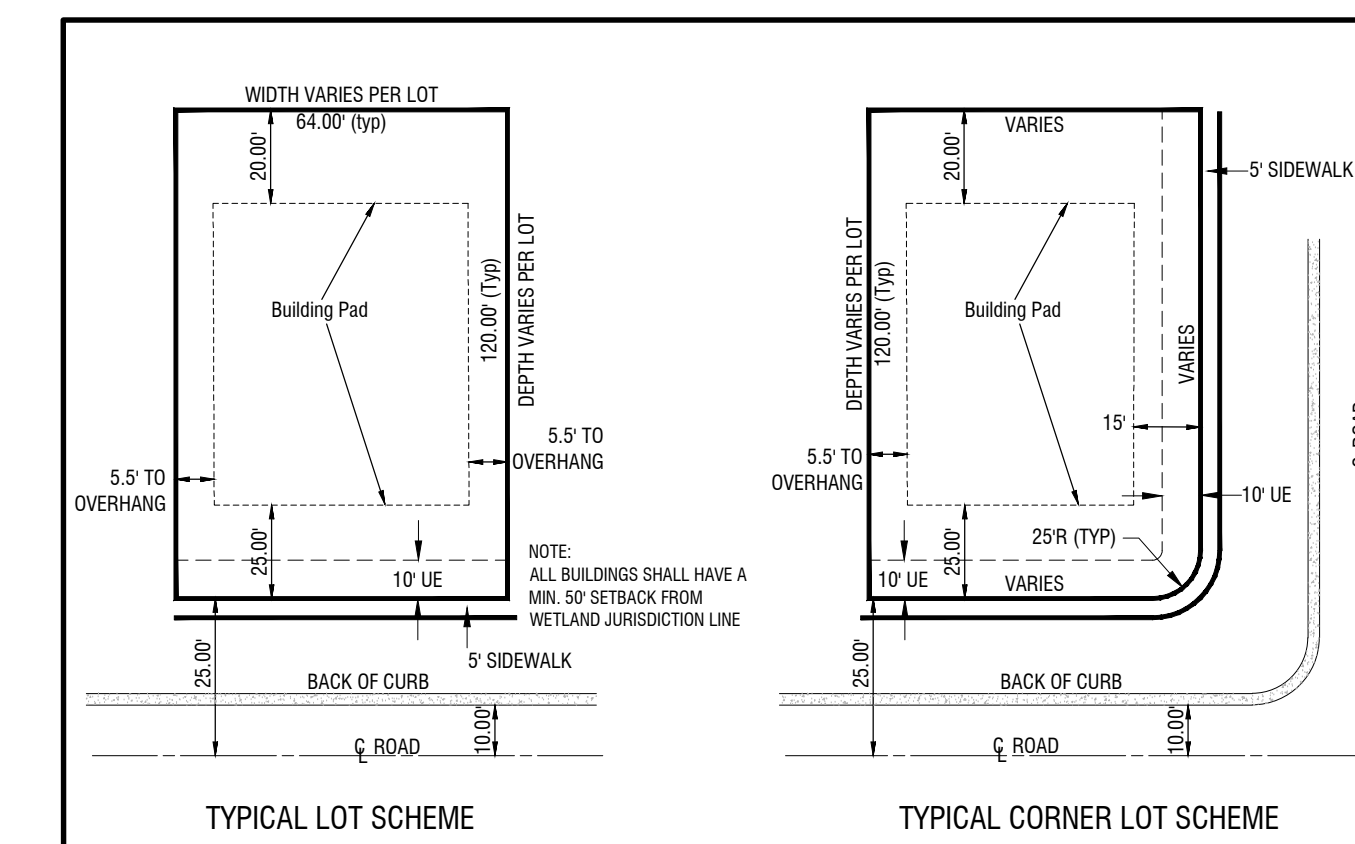


NOTE: FENCE TO BE 6" HIGH PVC VINYL FENCE WITH LANDSCAPING & IRRIGATION PER CITY OF UMATILLA SPECIFICATIONS.

### TYPICAL FENCE WITH LANDSCAPING & IRRIGATION

NOT TO SCALE COMMON AREA TRACTS

TRACT	AREA	PURPOSE
A	302,772 SF. (6.95 AC)	LANDSCAPE/UTILITY/RECREATION/ DRAINAGE/SIGNAGE OWNED & MAINTAINED BY H.O.A.
B	10,788 SF. (0.25 AC)	LANDSCAPE/UTILITY/RECREATION/ DRAINAGE/SIGNAGE OWNED & MAINTAINED BY H.O.A.
C	3,012 SF. (0.07 AC)	LIFT STATION- OWNED BY CITY MAINTAINED BY HOA (OUTSIDE OF FENCE)
D	374 SF. (0.01 AC)	TO BE DEDICATED TO LAKE COUNTY FOR FUTURE RIGHT-OF-WAY
E	415 SF. (0.01 AC)	TO BE DEDICATED TO LAKE COUNTY FOR FUTURE RIGHT-OF-WAY
F	21,192 SF. (0.49 AC)	SIGNAGE TO BE OWNED AND MAINTAINED BY HOA
G	1,503 SF. (0.03 AC)	LANDSCAPE/UTILITY/RECREATION OWNED AND MAINTAINED BY HOA



LAKE COUNTY  
ZONED: R-6  
FLUM: URBAN LOW DENSITY

LAKE COUNTY  
ZONED: R-6  
FLUM: URBAN LOW DENSITY

LAKE COUNTY  
ZONED: R-6  
FLUM: URBAN  
LOW DENSITY

LAKE COUNTY  
ZONED: R-6  
FLUM: URBAN LOW DENSITY

REVISION	1	2	3	4	5	6	7	8
DATE								

**WOODSONG**  
PUD PLAN

**HALFF**  
902 North Sinclair Ave.  
Tavares, Florida 32778  
Office: 352.343.8481  
Fax: 352.343.8495  
Certificate of Authorization Number: 33380

DATE:	MAY 2022
DESIGNED BY:	SPH
DRAWN BY:	TNJ
CHECKED BY.:	DKB
AVO NO.:	45363.001
FILE NAME:	WOODSONG PRE-PLAT

**Sheet 1**  
CHARLES C. HIOTT, PE  
Registered Eng 54813



## CITY OF UMATILLA AGENDA ITEM STAFF REPORT

---

**DATE:** June 2, 2022

**MEETING DATE:** June 7, 2022

**SUBJECT:** General Aviation Terminal

**ISSUE:** Notice of Intent to Award

---

**BACKGROUND SUMMARY:** On April 28, 2022, four bids for the General Aviation Terminal project at the Umatilla Municipal Airport were received. The bids were reviewed, tabulated and the low bidder was:

**1. GSB Construction & Development, Inc.**

The review/selection committee recommends awarding the contract to the lowest bidder, GSB Construction and Development, Inc.

**STAFF RECOMMENDATIONS:** Approval of Award to GSB Construction & Development, Inc., for the General Aviation Terminal project.

**FISCAL IMPACTS:** This project is being funded through receipt and execution of an FAA and/or FDOT Grant Agreement.

---



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

T 407.423.8398  
F 407.843.1070

## NOTICE OF INTENT TO AWARD – General Aviation Terminal

Mr. Scott Blankenship  
City Manager  
City of Umatilla  
1 S. Central Avenue  
Umatilla, FL 32784

**Umatilla Municipal Airport  
FDOT FM No. 431620-1-94-01  
City of Umatilla Project No. 2022-B  
General Aviation Terminal Building**

Dear Mr. Blankenship:

Four (4) bids for the above-referenced project were received at 2:00 pm on April 28, 2022. The bids were reviewed, tabulated, and the low bidder is as follows:

GSB Construction & Development, Inc.  
Dominic Gianni, President  
8470 NE 44<sup>th</sup> Dr. Suites B,  
Wildwood, FL 34785  
Phone: 352-748-1949

We recommend awarding the contract for the referenced project to GSB Construction & Development, Inc. in the amount of **\$2,048,000**. Formal award of the Contract to the Contractor shall be contingent upon receipt and execution of a FAA and/or FDOT grant agreement, in an amount sufficient to fund the entire project, by the City of Umatilla. Formal award of the project will be delivered to the above-named Contractor after the project funding has been confirmed between the Owner and the Funding Agency.

We have spoken with the contractor who has expressed satisfaction with his bid, and the Contractor is aware of the funding status and stipulations that accompany a "Notice of Intent to Award".

If you have any questions, please contact me by telephone at 407-271-9807 or via email at [D.Nickols@gaiconsultants.com](mailto:D.Nickols@gaiconsultants.com).

Sincerely,

GAI Consultants, Inc.

Daniel J. Nickols Jr., P.E.  
Engineering Manager

Enc.: Signed Bid Tab  
GSB Construction & Development, Inc. Proposal



**BID TABULATION :: UMATILLA MUNICIPAL AIRPORT :: CITY OF UMATILLA ITB NO. 2022-B :: GENERAL AVIATION TERMINAL BUILDING**

ITEM NO	FAA SPEC	DESCRIPTION	QUANTITY	UNITS	GSB Construction & Development, Inc.		Votum Construction, LLC		D&A Construction Group, Inc., dba DACG, Inc.		Mark Construction Co.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	--	NEW, GENERAL AVIATION TERMINAL BUILDING, FURNISHED, INSTALLED, INSPECTED, AND COMPLETE	1	LS	\$ 952,443.80	\$ 952,443.80	\$ 1,138,216.00	\$ 1,138,216.00	\$ 1,025,573.52	\$ 1,025,573.52	\$ 1,589,209.00	\$ 1,589,209.00
2	--	SITE LIGHTING	1	LS	\$ 37,962.00	\$ 37,962.00	\$ 34,638.00	\$ 34,638.00	\$ 35,839.92	\$ 35,839.92	\$ 54,000.00	\$ 54,000.00
3	--	SECURITY CAMERAS AND SYSTEM COMPONENTS, FURNISHED, INSTALLED, AND COMMISSIONED	1	ALLOW	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
4	P-101	COLD MILLING EXISTING PAVEMENT, DEPTH VARIES	460	SY	\$ 22.80	\$ 10,488.00	\$ 20.00	\$ 9,200.00	\$ 32.34	\$ 14,876.40	\$ 20.00	\$ 9,200.00
5	P-101	DEMOLISH EXISTING GA TERMINAL BUILDING AND FOUNDATION, COMPLETE	1	LS	\$ 10,260.00	\$ 10,260.00	\$ 10,880.00	\$ 10,880.00	\$ 14,955.02	\$ 14,955.02	\$ 50,000.00	\$ 50,000.00
6	P-101	DEMOLITION OF EXISTING CONCRETE DRAINAGE PIPE	240	LF	\$ 26.13	\$ 6,271.20	\$ 25.00	\$ 6,000.00	\$ 35.30	\$ 8,472.00	\$ 25.00	\$ 6,000.00
7	P-152	UNCLASSIFIED EXCAVATION	1,325	CY	\$ 32.20	\$ 42,665.00	\$ 55.00	\$ 72,875.00	\$ 30.68	\$ 40,651.00	\$ 55.00	\$ 72,875.00
8	P-152	SUBGRADE STABILIZATION	2,950	SY	\$ 13.97	\$ 41,211.50	\$ 12.00	\$ 35,400.00	\$ 13.30	\$ 39,235.00	\$ 12.00	\$ 35,400.00
9	P-211	LIME ROCK BASE COURSE	750	CY	\$ 122.84	\$ 92,130.00	\$ 80.00	\$ 60,000.00	\$ 124.08	\$ 93,060.00	\$ 80.00	\$ 60,000.00
10	P-403	ASPHALT SURFACE COURSE	675	TON	\$ 159.60	\$ 107,730.00	\$ 150.00	\$ 101,250.00	\$ 152.05	\$ 102,633.75	\$ 150.00	\$ 101,250.00
11	P-602	EMULSIFIED ASPHALT PRIME COAT	935	GAL	\$ 5.13	\$ 4,796.55	\$ 6.00	\$ 5,610.00	\$ 4.89	\$ 4,572.15	\$ 6.00	\$ 5,610.00
12	P-603	EMULSIFIED ASPHALT TACK COAT	430	GAL	\$ 5.13	\$ 2,205.90	\$ 6.00	\$ 2,580.00	\$ 4.89	\$ 2,102.70	\$ 6.00	\$ 2,580.00
13	P-610	CONCRETE SIDEWALK, 4" THICK	110	SY	\$ 65.55	\$ 7,210.50	\$ 70.00	\$ 7,700.00	\$ 62.20	\$ 6,842.00	\$ 70.00	\$ 7,700.00
14	P-610	8" CONCRETE RIBBON CURB	725	LF	\$ 25.94	\$ 18,806.50	\$ 20.00	\$ 14,500.00	\$ 27.30	\$ 19,792.50	\$ 20.00	\$ 14,500.00
15	P-610	CONCRETE PARKING BUMPER GUARD	16	EACH	\$ 182.40	\$ 2,918.40	\$ 95.00	\$ 1,520.00	\$ 228.07	\$ 3,649.12	\$ 95.00	\$ 1,520.00
16	P-610	FDOT TYPE D CURB	425	LF	\$ 18.24	\$ 7,752.00	\$ 15.00	\$ 6,375.00	\$ 17.38	\$ 7,386.50	\$ 15.00	\$ 6,375.00
17	P-610	BOLLARDS	11	EACH	\$ 823.91	\$ 9,063.01	\$ 910.00	\$ 10,010.00	\$ 832.91	\$ 9,162.01	\$ 910.00	\$ 10,010.00
18	P-610	INSTALL NEW APRON TIE DOWNS	6	EACH	\$ 1,920.90	\$ 11,525.40	\$ 925.00	\$ 5,550.00	\$ 309.52	\$ 1,857.12	\$ 925.00	\$ 5,550.00
19	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITH TYPE III REFLECTIVE MEDIA	960	SF	\$ 4.65	\$ 4,464.00	\$ 4.08	\$ 3,916.80	\$ 5.43	\$ 5,212.80	\$ 5.25	\$ 5,040.00
20	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	520	SF	\$ 6.95	\$ 3,614.00	\$ 1.25	\$ 650.00	\$ 7.87	\$ 4,092.40	\$ 1.25	\$ 650.00
21	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	2	AS	\$ 542.00	\$ 1,084.00	\$ 450.00	\$ 900.00	\$ 608.19	\$ 1,216.38	\$ 450.00	\$ 900.00
22	F-162	REMOVE EXISTING CHAIN LINK FENCE AND SALVAGE EXISTING FENCE SIGNS FOR RE-INSTALLATION	160	LF	\$ 19.59	\$ 3,134.40	\$ 17.18	\$ 2,748.80	\$ 2.72	\$ 435.20	\$ 43.10	\$ 6,896.00
23	F-162	6' BLACK PVC COATED CHAIN LINK FENCE WITH BARBED WIRE	920	LF	\$ 45.91	\$ 42,237.20	\$ 40.28	\$ 37,057.60	\$ 75.15	\$ 69,138.00	\$ 27.60	\$ 25,392.00
24	F-162	TEMPORARY CONSTRUCTION ACCESS GATE	1	LS	\$ 1,850.00	\$ 1,850.00	\$ 1,200.00	\$ 1,200.00	\$ 11,123.40	\$ 11,123.40	\$ 2,000.00	\$ 2,000.00
25	F-162	CANTILEVER GATE ASSEMBLY, INCLUDING GATE OPERATOR, LOOP DETECTOR, AND CARD READERS, COMPLETE	1	LS	\$ 26,250.00	\$ 26,250.00	\$ 22,992.00	\$ 22,992.00	\$ 12,811.14	\$ 12,811.14	\$ 12,863.00	\$ 12,863.00
26	F-162	PEDESTRIAN GATE ASSEMBLY, COMPLETE	1	LS	\$ 1,355.00	\$ 1,355.00	\$ 1,187.00	\$ 1,187.00	\$ 4,643.99	\$ 4,643.99	\$ 1,200.00	\$ 1,200.00
27	D-701	14"x23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS IV, INSTALLED	340	LF	\$ 94.91	\$ 32,269.40	\$ 130.00	\$ 44,200.00	\$ 103.18	\$ 35,081.20	\$ 130.00	\$ 44,200.00
28	D-701	CROSS DRAIN MITERED END SECTION, SINGLE BARREL	1	EACH	\$ 2,394.00	\$ 2,394.00	\$ 3,000.00	\$ 3,000.00	\$ 2,986.66	\$ 2,986.66	\$ 3,000.00	\$ 3,000.00
29	D-751	DITCH BOTTOM INLET, TYPE C	1	EACH	\$ 3,858.90	\$ 3,858.90	\$ 5,000.00	\$ 5,000.00	\$ 3,822.92	\$ 3,822.92	\$ 5,000.00	\$ 5,000.00
30	T-904	SODDING	14,170	SY	\$ 3.39	\$ 48,036.30	\$ 2.30	\$ 32,591.00	\$ 3.75	\$ 53,137.50	\$ 1.25	\$ 17,712.50
31	L-108	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN CONDUIT	900	LF	\$ 22.53	\$ 20,277.00	\$ 3.10	\$ 2,790.00	\$ 2.69	\$ 2,421.00	\$ 17.45	\$ 15,705.00
32	L-108	NO. 2 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	700	LF	\$ 18.01	\$ 12,607.00	\$ 15.80	\$ 11,060.00	\$ 10.86	\$ 7,602.00	\$ 14.00	\$ 9,800.00
33	L-110	NON-ENCASED ELECTRICAL CONDUIT, 2" PVC	540	LF	\$ 21.31	\$ 11,507.40	\$ 18.69	\$ 10,092.60	\$ 17.38	\$ 9,385.20	\$ 39.85	\$ 21,519.00
34	L-125	NEW L-861T(L), LED TAXIWAY ELEVATED EDGE LIGHT AND BASE CAN INSTALLED IN EARTH.	8	EACH	\$ 3,609.53	\$ 28,876.24	\$ 3,166.25	\$ 25,330.00	\$ 3,427.60	\$ 27,420.80	\$ 2,031.25	\$ 16,250.00
35	SP-01	2" PET & SCH 80 PVC, POTABLE WATER SERVICE, INSTALLED, TESTED AND COMPLETE	670	LF	\$ 41.04	\$ 27,496.80	\$ 6.00	\$ 4,020.00	\$ 39.10	\$ 26,197.00	\$ 12.85	\$ 8,609.50
36	SP-01	BACK-FLOW PREVENTOR, INSTALLED, AND COMPLETE	1	LS	\$ 9,718.50	\$ 9,718.50	\$ 2,000.00	\$ 2,000.00	\$ 9,258.65	\$ 9,258.65	\$ 6,500.00	\$ 6,500.00
37	SP-01	1-1/4" SANITARY FORCE MAIN INSTALLED, TESTED AND COMPLETE	495	LF	\$ 28.50	\$ 14,107.50	\$ 6.00	\$ 2,970.00	\$ 27.15	\$ 13,439.25	\$ 26.00	\$ 12,870.00
38	SP-01	SMALL PACKAGE GRINDER PUMP STATION, INSTALLED, TESTED, COMPLETE	1	EACH	\$ 94,050.00	\$ 94,050.00	\$ 4,500.00	\$ 4,500.00	\$ 92,857.97	\$ 92,857.97	\$ 30,000.00	\$ 30,000.00
39	SP-02	DUKE ENERGY INSTALLATION OF UNDERGROUND POWER	1	ALLOW	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
40	SP-02	INSTALL CONTRACTOR PROVIDED, 4" SCH 40 PVC ELECTRICAL CONDUIT, WITH CONTRACTOR PROVIDED MULE TAPE	840	LF	\$ 32.52	\$ 27,316.80	\$ 28.53	\$ 23,965.20	\$ 31.12	\$ 26,140.80	\$ 32.75	\$ 27,510.00
41	SP-03	LANDSCAPING & IRRIGATION, INSTALLED AND COMPLETE	1	LS	\$ 22,208.00	\$ 22,208.00	\$ 67,000.00	\$ 67,000.00	\$ 10,145.96	\$ 10,145.96	\$ 30,000.00	\$ 30,000.00
42	SP-04	XFINITY INSTALLATION OF UNDERGROUND COMMUNICATION LINES	1	ALLOW	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
43	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN	1	LS	\$ 26,790.00	\$ 26,790.00	\$ 2,400.00	\$ 2,400.00	\$ 6,516.35	\$ 6,516.35	\$ 2,500.00	\$ 2,500.00
44	GP-80	STABILIZED CONSTRUCTION ACCESS ROAD	1	EACH	\$ 7,695.00	\$ 7,695.00	\$ 5,000.00	\$ 5,000.00	\$ 7,330.89	\$ 7,330.89	\$ 5,000.00	\$ 5,000.00
45	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	\$ 36,480.00	\$ 36,480.00	\$ 25,000.00	\$ 25,000.00	\$ 17,349.78	\$ 17,349.78	\$ 25,000.00	\$ 25,000.00
46	C-102	STORM DRAIN INLET PROTECTION	2	EACH	\$ 723.90	\$ 1,447.80	\$ 125.00	\$ 250.00	\$ 852.56	\$ 1,705.12	\$ 125.00	\$ 250.00
47	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, & SILTATION CONTROL	1	LS	\$ 17,271.00	\$ 17,271.00	\$ 6,500.00	\$ 6,500.00	\$ 16,453.78	\$ 16,453.78	\$ 6,500.00	\$ 6,500.00
48	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	\$ 94,164.00	\$ 94,164.00	\$ 200,000.00	\$ 200,000.00	\$ 203,744.51	\$ 203,744.51	\$ 30,000.00	\$ 30,000.00
<b>TOTAL CONSTRUCTION COST</b>					<b>TOTAL</b>	<b>\$ 2,048,000.00</b>		<b>\$ 2,130,625.00</b>		<b>\$ 2,172,331.36</b>		<b>\$ 2,464,646.00</b>

Signed: **BID TAB Completed by Dan Nickols, P.E.**



**ORIGINAL**

CITY OF UMATILLA

INVITATION TO BID: 2022-B

CONSTRUCTION OF

**GENERAL AVIATION TERMINAL BUILDING**

AT THE

UMATILLA MUNICIPAL AIRPORT

**GSB Construction & Development, Inc.**

---

CONTRACTOR'S NAME

**\$2,048,000.00**

---

TOTAL PROJECT COST

VENDOR INITIALS DG

PROPOSAL - 2



**BID WORKSHEET**  
**Construction of General Aviation Terminal Building**  
**at Umatilla Municipal Airport**  
 City of Umatilla Project No. 2022-B



Completed bid form **MUST** be submitted with bid.

(Instruction to save Bid Form from website: Perform "file save as" and save spreadsheet to your computer. Fill in Pricing in highlighted column, preferably electronically.)

I (WE) AGREE TO PERFORM ALL WORK INCLUDED IN THE CONTRACT DOCUMENTS FOR THE FOLLOWING UNIT PRICES:

**Bidders are required to completed all fields shaded in green. All other fields will be automatically calculated.**

NAME OF BUSINESS	GSB Construction & Development, Inc.
CONTACT PERSON	Dominic Giannini
EMAIL ADDRESS	dgiannini@gsbconstructioninc.com
AUTHORIZED SIGNATURE:	

**Construction of General Aviation Terminal Building at Umatilla Municipal Airport**

**Project Items**

Item No.	FAA Spec No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	--	NEW, GENERAL AVIATION TERMINAL BUILDING, FURNISHED, INSTALLED, INSPECTED, AND COMPLETE	1	LS	\$952,443.80	\$952,443.80
2	--	SITE LIGHTING	1	LS	\$37,962.00	\$37,962.00
3	--	SECURITY CAMERAS AND SYSTEM COMPONENTS, FURNISHED, INSTALLED, AND COMMISSIONED	1	ALLOW	\$15,000.00	\$15,000.00
4	P-101	COLD MILLING EXISTING PAVEMENT, DEPTH VARIES	460	SY	\$22.80	\$10,488.00
5	P-101	DEMOLISH EXISTING GA TERMINAL BUILDING AND FOUNDATION, COMPLETE	1	LS	\$10,260.00	\$10,260.00
6	P-101	DEMOLITION OF EXISTING CONCRETE DRAINAGE PIPE	240	LF	\$26.13	\$6,271.20
7	P-152	UNCLASSIFIED EXCAVATION	1,325	CY	\$32.20	\$42,665.00
8	P-152	SUBGRADE STABILIZATION	2,950	SY	\$13.97	\$41,211.50
9	P-211	LIME ROCK BASE COURSE	750	CY	\$122.84	\$92,130.00
10	P-403	ASPHALT SURFACE COURSE	675	TON	\$159.60	\$107,730.00
11	P-602	EMULSIFIED ASPHALT PRIME COAT	935	GAL	\$5.13	\$4,796.55
12	P-603	EMULSIFIED ASPHALT TACK COAT	430	GAL	\$5.13	\$2,205.90
13	P-610	CONCRETE SIDEWALK, 4" THICK	110	SY	\$65.55	\$7,210.50
14	P-610	8" CONCRETE RIBBON CURB	725	LF	\$25.94	\$18,806.50
15	P-610	CONCRETE PARKING BUMPER GUARD	16	EACH	\$182.40	\$2,918.40
16	P-610	FDOT TYPE D CURB	425	LF	\$18.24	\$7,752.00
17	P-610	BOLLARDS	11	EACH	\$823.91	\$9,063.01
18	P-610	INSTALL NEW APRON TIE DOWNS	6	EACH	\$1,920.90	\$11,525.40
19	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITH TYPE III REFLECTIVE MEDIA	960	SF	\$4.65	\$4,464.00
20	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT, WITHOUT REFLECTIVE MEDIA	520	SF	\$6.95	\$3,614.00
21	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	2	AS	\$542.00	\$1,084.00
22	F-162	REMOVE EXISTING CHAIN LINK FENCE AND SALVAGE EXISTING FENCE SIGNS FOR RE-INSTALLATION	160	LF	\$19.59	\$3,134.40

VENDOR INITIALS D6

## Construction of General Aviation Terminal Building at Umatilla Municipal Airport

### BASE BID

Item No.	FAA Spec No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
23	F-162	6' BLACK PVC COATED CHAIN LINK FENCE WITH BARBED WIRE	920	LF	\$45.91	\$42,237.20
24	F-162	TEMPORARY CONSTRUCTION ACCESS GATE	1	LS	\$1,850.00	\$1,850.00
25	F-162	CANTILEVER GATE ASSEMBLY, INCLUDING GATE OPERATOR, LOOP DETECTOR, AND CARD READERS, COMPLETE	1	LS	\$26,250.00	\$26,250.00
26	F-162	PEDESTRIAN GATE ASSEMBLY, COMPLETE	1	LS	\$1,355.00	\$1,355.00
27	D-701	14"x23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS IV, INSTALLED	340	LF	\$94.91	\$32,269.40
28	D-701	CROSS DRAIN MITERED END SECTION, SINGLE BARREL	1	EACH	\$2,394.00	\$2,394.00
29	D-751	DITCH BOTTOM INLET, TYPE C	1	EACH	\$3,858.90	\$3,858.90
30	T-904	SODDING	14,170	SY	\$3.39	\$48,036.30
31	L-108	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN CONDUIT	900	LF	\$22.53	\$20,277.00
32	L-108	NO. 2 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	700	LF	\$18.01	\$12,607.00
33	L-110	NON-ENCASED ELECTRICAL CONDUIT, 2" PVC	540	LF	\$21.31	\$11,507.40
34	L-125	NEW L-861T(L), LED TAXIWAY ELEVATED EDGE LIGHT AND BASE CAN INSTALLED IN EARTH.	8	EACH	\$3,609.53	\$28,876.24
35	SP-01	2" PET & SCH 80 PVC, POTABLE WATER SERVICE, INSTALLED, TESTED AND COMPLETE	670	LF	\$41.04	\$27,496.80
36	SP-01	BACK-FLOW PREVENTOR, INSTALLED, AND COMPLETE	1	LS	\$9,718.50	\$9,718.50
37	SP-01	1-1/4" SANITARY FORCE MAIN INSTALLED, TESTED AND COMPLETE	495	LF	\$28.50	\$14,107.50
38	SP-01	SMALL PACKAGE GRINDER PUMP STATION, INSTALLED, TESTED, COMPLETE	1	EACH	\$94,050.00	\$94,050.00
39	SP-02	DUKE ENERGY INSTALLATION OF UNDERGROUND POWER	1	ALLOW	\$25,000.00	\$25,000.00
40	SP-02	INSTALL CONTRACTOR PROVIDED, 4" SCH 40 PVC ELECTRICAL CONDUIT, WITH CONTRACTOR PROVIDED MULE TAPE	840	LF	\$32.52	\$27,316.80
41	SP-03	LANDSCAPING & IRRIGATION, INSTALLED AND COMPLETE	1	LS	\$22,208.00	\$22,208.00
42	SP-04	XFINITY INSTALLATION OF UNDERGROUND COMMUNICATION LINES	1	ALLOW	\$20,000.00	\$20,000.00
43	GP-80	CONSTRUCTION SAFETY AND PHASING PLAN	1	LS	\$26,790.00	\$26,790.00
44	GP-80	STABILIZED CONSTRUCTION ACCESS ROAD	1	EACH	\$7,695.00	\$7,695.00
45	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	\$36,480.00	\$36,480.00
46	C-102	STORM DRAIN INLET PROTECTION	2	EACH	\$723.90	\$1,447.80
47	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, & SILTATION CONTROL	1	LS	\$17,271.00	\$17,271.00
48	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	\$94,164.00	\$94,164.00

**UMATILLA MUNICIPAL AIRPORT - GENERAL AVIATION TERMINAL BUILDING**


**\$2,048,000.00**

VENDOR INITIALS   DG  

PROPOSAL - 4

**BIDDER, IF A CORPORATION:**

BY: Dominic Giannini  
(Printed Name)

  
(Signature)

**CORPORATION NAME:** GSB Construction & Development, Inc.

**ADDRESS:** 8470 NE 44th Drive, Suite B  
Wildwood, Florida 34785

**STATE OF CORPORATION CHARTER:** Florida

**PHONE NUMBER:** 352-748-1949

**EMAIL:** dgiannini@gsbconstructioninc.com

**DATE:** April 27, 2022

**PRESIDENT'S NAME:** Dominic Giannini

**BUSINESS ADDRESS:** 8470 NE 44th Drive, Suite B  
Wildwood, Florida 34785

**SECRETARY'S NAME:** Jessica Giannini

**BUSINESS ADDRESS:** 8470 NE 44th Drive, Suite B  
Wildwood, Florida 34785

**TREASURER'S NAME:** Jessica Giannini

**BUSINESS ADDRESS:** 8470 NE 44th Drive, Suite B  
Wildwood, Florida 34785




**CERTIFICATION FOR RECEIPT OF ADDENDA**

Receipt of the following Addenda is acknowledged:

ADDENDUM NO.: 1 DATED: 4/12/2022  
ADDENDUM NO.: 2 DATED: 4/22/2022  
ADDENDUM NO.: \_\_\_\_\_ DATED: \_\_\_\_\_  
ADDENDUM NO.: \_\_\_\_\_ DATED: \_\_\_\_\_  
ADDENDUM NO.: \_\_\_\_\_ DATED: \_\_\_\_\_

FIRM OR CORPORATION MAKING BID: GSB Constrcution & Development, Inc.

SIGNATURE OF AUTHORIZED PERSON:  \_\_\_\_\_

PRINTED NAME OF AUTHORIZED PERSON: Dominic Giannini

FIRM OR CORPORATION ADDRESS: 8470 NE 44th Drive, Suite B Wildwood, FL 34785

DATED: 4-28-22

**(This form must be completed and submitted with the Proposal)**

## BUY AMERICAN CERTIFICATION

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. A bidder or offeror must complete and submit the Buy American certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

### Certificate of Buy American Compliance – Total Facility

#### CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States; or
  - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  - To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

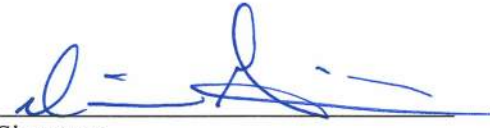
- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4-28-22  
Date

  
Signature

GSB Construction & Development, Inc.  
Company Name

President  
Title

**Certificate of Buy American Compliance –  
Manufactured Product**

**CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.



- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

4-28-22  
Date

  
Signature

GSB Construction & Development, Inc.  
Company Name

President  
Title

**STATEMENT OF SURETY'S INTENT**

TO: City of Umatilla, Florida

We have reviewed the bid of GSB Construction & Development, Inc.  
(Contractor)

of 8470 NE 44th Dr., Ste. B, Wildwood, FL 34785  
(Address)

for the Project #2022-B, Construction of General Aviation Terminal Building, Umatilla Municipal Airport, 480 Cassady Street,  
Umatilla, FL 32784

project for which bids will be received on: April 28, 2022  
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

Any arrangement for the bonds required by the Contractor is a matter between the Contractor and ourselves and we assure no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to do business in the State of Florida.

ATTEST: *Scott Durham*

U.S. Specialty Insurance Company

*Jeffrey W Reich*

Surety's Authorized Signature(s) Jeffrey W. Reich, Attorney-In-Fact & FL Licensed Resident Agent\*

\*Inquiries (407) 786-7770

(Corporate Seal, if any. If no seal, write "No Seal" across this place and sign)

**ATTACH PROPOSAL GUARANTEE**

**ATTACH POWER OF ATTORNEY**

**(This form must be complete and submitted with the Proposal.  
Copies of this form may be filled out and attached to this page.)**



TOKIOMARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Teresa L. Durham, Gloria A. Richards,  
Robert P. O'Linn, Sara K. O'Linn, Cheryl A. Foley, Emily J. Golecki

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Twenty Five Million\*\*\*\*\* Dollars** (\*\*25,000,000.00\*\*). This Power of Attorney shall expire without further action on January 31<sup>st</sup>, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23<sup>rd</sup> day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



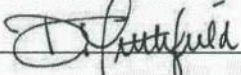
By:   
Daniel P. Aguilar, Vice President

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

On this 23<sup>rd</sup> day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28<sup>th</sup> day of April, 2022.

Corporate Seals  
Bond No. N/A  
Agency No. 11520



  
Kio Lo, Assistant Secretary

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*  
GSB Construction & Development, Inc.

8470 NE 44th Dr., Ste. B  
Wildwood, FL 34785

**OWNER:**  
*(Name, legal status and address)*  
City of Umatilla, Florida  
PO Box 2286  
Umatilla, FL 32784

**BOND AMOUNT:** ( 5% ) Five Percent of Amount Bid

**SURETY:**  
*(Name, legal status and principal place of business)*

**U.S. Specialty Insurance Company**  
13403 Northwest Freeway  
Houston, TX 77040

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**Project #2022-B, Construction of General Aviation Terminal Building, Umatilla Municipal Airport, 480 Cassady Street, Umatilla, FL 32784**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

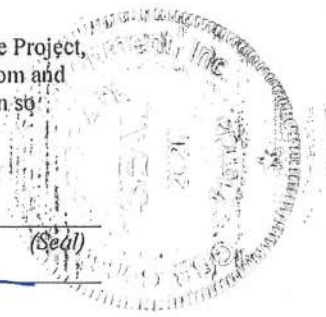
Signed and sealed this 28th day of April 2022

*Jessica Scannini*  
*(Witness)*

*Maureen Arwood*  
*(Witness) Maureen Arwood*

GSB Construction & Development, Inc.  
*(Principal)* \_\_\_\_\_ *(Seal)*  
*(Title)*

U.S. Specialty Insurance Company  
*(Surety)* \_\_\_\_\_ *(Seal)*  
*(Title) Jeffrey W. Reich, Attorney-in-Fact & Florida Licensed Resident Agent*



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured. Inquiries: (407) 786-7770



TOKIOMARINE  
HCC

**POWER OF ATTORNEY**  
**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Teresa L. Durham, Gloria A. Richards,  
Robert P. O'Linn, Sara K. O'Linn, Cheryl A. Foley, Emily J. Golecki

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Twenty Five Million\*\*\*\*\* Dollars (\*\*25,000,000.00\*\*). This Power of Attorney shall expire without further action on January 31<sup>st</sup>, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23<sup>rd</sup> day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY**  
**UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California  
County of Los Angeles



By: [Signature]  
Daniel P. Aguilar, Vice President

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

On this 23<sup>rd</sup> day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28<sup>th</sup> day of April, 2022.

Corporate Seals  
Bond No. N/A  
Agency No. 11520



[Signature]  
Kio Lo, Assistant Secretary



**FLORIDA SURETY BONDS, INC.**

Phone 407-786-7770

Maitland, FL

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the DBE requirements of this contract. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of **6.70 percent** has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. Excerpts from 49 CFR Part 26 are included in the "Regulations" section of the Contract Documents.

Within **3 business days** after the opening of bids and before the award of the contract, all bidders wishing to remain in competition for award of this contract shall submit The Contractor's DBE Plan to the Owner. The Contractor's DBE Plan Form and DBE Letter of Intent Form are located in the "DBE Requirements" section of the Contract Documents.

CERTIFICATION OF BIDDER: The undersigned bidder will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):

- The bidder is committed to meeting or exceeding the DBE utilization goal stated above on this contract.
- The bidder, if unable to meet the DBE utilization goal stated above, is committed to a minimum of 5.6 % DBE utilization on this contract, and will submit documentation demonstrating good faith efforts.

**SMALL BUSINESS PARTICIPATION:**

This contract does not have a Small Business Element (SBE) set-aside.

Name of Bidder's Firm: GSB Construction & Development, Inc.


Street Address: 8470 NE 44th Drive, Suite B

City: Wildwood State: Florida Zip: 34785

Bidder's Status: DBE:  Non-DBE:  Age of Firm: 2 yrs.

Annual Gross Receipts of Firm: \$4.5 million

IRS Number: 85-3583309

 President  
Signature and Title

**SAFETY PLAN COMPLIANCE CERTIFICATION**

Project Location: Umatilla Municipal Airport – City of Umatilla, Florida

Project Name: General Aviation Terminal Building

Contractor's Official Name: GSB Construction & Development, Inc.

Contact Person: Domonic Giannini Telephone: 352-748-1949

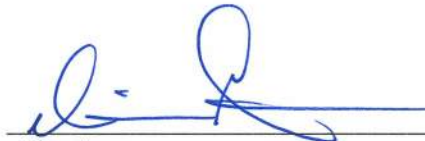
Street Address: 8470 NE 44th Drive, Ste. B

City: Wildwood State: Florida Zip Code: 34785

**Certification Statement:**

I certify that I have read the Construction Safety and Phasing Plan (CSPP) and the Construction Safety and Phasing Details, pages GC101 thru GC502 of the Contract Drawings, respectively, and if awarded this Contract, I will abide by its requirements as written. Additionally, I shall read, understand, and abide by any and all applicable requirements set forth in FAA AC 150/5370-2G, *Operational Safety on Airports During Construction* (or latest edition).

Dominic Giannini  
Printed Name of Signer

  
Signature

President  
Title

4-28-22  
Date

END OF PROPOSAL





## CITY OF UMATILLA AGENDA ITEM STAFF REPORT

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**DATE:** June 1, 2022

**MEETING DATE:** June 7, 2022

**SUBJECT:** Community Development Block Grant

**ISSUE:** Appointment of Citizen's Advisory Task Force (CATF)

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### **BACKGROUND SUMMARY:**

Staff is working with Fred Fox in preparation for submitting a Community Development Block Grant during the upcoming 2022 cycle, anticipated to open this year. The first step in the process is selecting a Citizen's Advisory Task Force (CATF). The CATF is comprised of five (5) city residents who will meet and review projects eligible for submittal and determine a project to recommend to the City Council during a public hearing scheduled on June 21, 2022.

The guidelines regarding composition of the CATF are as follows: Three (3) of the five (5) members must be low-to-moderate income, satisfying the following guidelines:

- Family of 4 with annual income not exceeding \$41,450
- Family of 2 with annual income not exceeding \$33,200
- Single with annual income not exceeding \$29,050

**STAFF RECOMMENDATIONS:** Appointment of to the Citizen's Advisory Task Force (CATF).

**FISCAL IMPACTS:** N/A