

UMATILLA CITY COUNCIL MEETING
May 17, 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 April 19, 2022*

MAYOR'S MESSAGE

PUBLIC COMMENT

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

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

CONSENT AGENDA

2. Airport Engineering/Consulting Services Agreement with GAI Consultants

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

3. First Reading of Ordinance No. 2022-103, CFL Pizza LLC Request for Special Exception Use
4. First 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

PRESENTATIONS

5. How Do We Grow – Aaron Mercer, Director of Development and Public Services

REPORTS

Staff Reports

Police Department Press Releases
Library Report for April 2022

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.

UMATILLA CITY COUNCIL MEETING
April 19, 2022, 6:00 PM
Council Chambers, 1 S. Central Avenue, Umatilla, Florida

Mayor Kent Adcock called the meeting to order.

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

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

PRESENT: Mayor Kent Adcock; Vice Mayor Chris Creech; Council Members Kaye Adams, Bryan Butler; John Nichols; City Manager Scott Blankenship; City Attorney Kevin Stone; Aaron Mercer, Director of Development and Public Services; Regina Frazier, Finance Director Police Chief Adam Bolton; Gwen Johns, City Clerk; Amy Stultz, Library Director; Vaughan Nilson, Director of Public Works

AGENDA REVIEW

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

MINUTES REVIEW

1. Approval of City Council Meeting minutes dated April 5, 2022

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

MAYOR'S MESSAGE

PUBLIC COMMENT

There were none.

PRESENTATIONS

2. Jill Cook Retirement Proclamation

Adam Bolton, Chief of Police, introduced Jill Cook and spoke very highly of her capability and all the ways Ms. Cook has made the City of Umatilla a better place.

Mayor Adcock read a Proclamation and presented it to Ms. Cook. He and the entire City Council, as well as city staff members wished Ms. Cook well into her retirement.

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

NEW BUSINESS

3. Solid Waste and Stormwater Assessment Program Transitional Services with GSG, Inc.

Regina Frazier, Finance Director, stated the City Council is being asked to consider approving a proposal for transitional services with GSG, Inc. She introduced Sandi Neubarth to make a presentation indicating the pros and cons of using the uniform collection method for solid waste and stormwater assessment fee collection. Ms. Neubarth provided information to City Council and offered to answer any questions. There were no questions following the presentation.

MOTION by Vice Mayor Chris Creech to approve the proposal;
SECOND by Council Member Nichols;
Motion carried by a unanimous voice vote.

4. Airport Engineering and Consulting Services

Scott Blankenship, City Manager, stated on February 17, 2022, a RFQ was distributed through VendorLink, the City's preferred bid solicitation website. The RFQ was for continuing professional engineering and consulting services for the Umatilla Municipal Airport.

Following the review committees rankings, the following vendors responded to the RFQ and were ranked: 1) GAI Consultants; 2) Intertek PSI Consulting; 3) CMT Consulting; and 4) MOTZ Engineering.

The award of this contract would be a for a period of five (5) years beginning May 6, 2022.

MOTION by Council Member Adams to approve the ranking and award the contract to GAI Consultants;
SECOND by Council Member Nichols;
Motion carried by a unanimous voice vote.

REPORTS

Kevin Stone, Attorney – Nothing to Report.

Scott Blankenship, City Manager

Mr. Blankenship stated the Airport is currently undergoing a runway extension project which includes replacement of lighting from candescent to LED lights. The old lights need to be deemed surplus in order to be sold. The City Council declared the old lights surplus by unanimous consensus.

Mr. Blankenship stated a workshop is going to be scheduled for the City Council, staff and community members to talk about and strategize development design for the future of Umatilla. Date to be announced.

Vaughan Nilson, Director of Public Works, presented tree carvings, two of which were on display. He stated work is being done to preserve the carvings so they can be displayed around the City. Currently there are 11 and staff is working on the ones that are still standing in Cadwell Park. Those that have been removed from the park are being refurbished and there are a total of 13 tree carvings.

Council Member Nichols announced the upcoming local EAA Young Eagles Event to be held Saturday, April 23, 2022. There are currently about 90 participants signed up.

Council Member Adams announced the museum is operational and invited anyone interested to stop by.

Mayor Adcock stated he and Mr. Blankenship had a meeting with Kirby Smith to discuss an ordinance Lake County is considering for adoption. The ordinance will address panhandling and Mr. Blankenship will follow the progression and bring this back to the attention of City Council once Lake County has adopted the ordinance.

Regina Frazier, Finance Director, announced an upcoming meeting she will have with a representative from Duke Energy, pertaining to their program to install fast chargers for electric vehicles. Duke Energy installs and maintains the chargers, and she will have more information to report to City Council following the meeting scheduled on Tuesday, April 26, 2022.

Council Member Adams asked where the city is on purchase of the Babinec property. Kevin Stone, City Attorney, noted he is working hard to get a closing date but some title issues have come up and are being worked through prior to closing.

Mr. Blankenship noted there are holding ponds behind the existing sprayfield property that have been determined cost prohibitive for the City to develop in the future. He mentioned the potential for making a decision in the future with regard to what to do with the properties.

ADJOURNMENT

With no further business for discussion, meeting adjourned at approximately 6:38 p.m.

Kent Adcock, MAYOR

Gwen Johns, MMC
City Clerk
City Council Minutes



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: May 12, 2022 **MEETING DATE:** May 17, 2022
SUBJECT: Airport Consultant – Agreement for General Airport Consultant Services
ISSUE: Continuing Engineering Services 5-year Contract

BACKGROUND SUMMARY:

On April 19, 2022, the City Council approved vendor rankings for an RFQ pertaining to airport engineering consultants. GAI Consultants was ranked number one, and the ranking was approved by City Council. The City Council also awarded the contract to GAI Consultants.

An Agreement for General Airport Consultant Services has been provided for consideration and approval by the City Council. This Agreement updates the previous agreement with GAI Consultants. No major changes have been made to the agreement which is attached for your information. The term of the agreement is five (5) years from the date of approval.

STAFF RECOMMENDATIONS: Approval of Consultant Agreement with GAI Consultants.

FISCAL IMPACTS: N/A

**CONSULTANT AGREEMENT
FOR
GENERAL AIRPORT CONSULTANT SERVICES**

This Agreement made this 5th day of May 2017, by and between the City of Umatilla, at 1 South Central Avenue, Umatilla, Florida 32784 (hereinafter referred to as the "SPONSOR"), and GAI Consultants, Inc., at 618 East South Street, Suite 700, Orlando, Florida 32801 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the SPONSOR, in accordance with FAA Advisory Circular 150/5100-14E and Florida Statute 287.055 is in need of an engineering firm to perform certain consulting services as a General Airport Consultant; and

WHEREAS, these services include aviation engineering and planning services that may consist of providing study, design, construction inspection, project management, facility design, and other professional services, as requested by the SPONSOR, on projects at the Umatilla Municipal Airport; and

WHEREAS, the CONSULTANT, being skilled and experienced, is duly qualified to perform such services; and

WHEREAS, the CONSULTANT was selected to provide such services by the SPONSOR through a duly advertised process in accordance with Florida Statute 287.055 Consultant Competitive Negotiation Act;

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressly hereinafter set forth, the parties hereto mutually agree as follows:

ARTICLE 1. SCOPE OF SERVICES/ TASK ORDERS.

- 1.1 The SPONSOR agrees to and hereby does retain and employ the services of the CONSULTANT, and the CONSULTANT agrees to perform such services as said General Airport Consultant. The SPONSOR has completed or will complete a "Certification for Selection of Consultant" in connection with the execution of this Agreement, a copy of which is attached hereto and made a part hereof as Schedule "D".
- 1.2 The CONSULTANT's Services shall be provided on specific projects as subsequently authorized by Task Orders issued by the SPONSOR under this Agreement. Such services may include the following: Airport Master Plan/Airport Layout Plan, T-Hangar Development, Bulk/Row Hangar Development, Utility Installation, Security, Aircraft Parking, Automobile Parking and Access, Runway Improvements. No compensation shall be provided for any Services not authorized by a fully-executed Task Order. Each Task Order shall contain the following:
 - 1.2.1 Date of Issuance.
 - 1.2.2 Incorporation by reference of this Agreement.
 - 1.2.3 Identification of project for which the CONSULTANT is to render Services.
 - 1.2.4 Description of Services to be rendered by the CONSULTANT.
 - 1.2.5 Period of Services (i.e., time schedules, completion dates, etc.)
 - 1.2.6 Amount to be paid to the CONSULTANT for these Services, and the method of payment (refer to Sections 2.2A or 2.2B, below.)
 - 1.2.7 Special Requirements, if any, of the SPONSOR and/or the Florida Department of Transportation (FDOT) and the Federal Aviation Administration (FAA).

- 1.3 Each Task Order shall be numbered consecutively (e.g., "Task Order No. I", etc.), and be signed and dated by the SPONSOR and the CONSULTANT.
- 1.4 Each Task Order shall be attached to and made a part of this Agreement. A sample Task Order is attached hereto as Schedule "A".
- 1.5 As referred to in this Agreement, a "Task Order" shall mean a fully-executed task order consistent with the requirements set forth in this Section I.

ARTICLE 2. PROVISION FOR PAYMENT.

2.1 SPONSOR shall pay to the CONSULTANT for services rendered, as established in each Task Order. The methods below shall be applied to calculate payments for each Contract, unless special provisions are agreed to for a particular project and are defined in the Task Order for a specific project.

2.2A LUMPSUMMETHOD

A.1 The SPONSOR shall pay to the CONSULTANT and the CONSULTANT agrees to accept as full compensation for its services under this Agreement the fee established therefor in each Task Order, which lump sum fee shall cover salaries of employees assigned to the specified project, all indirect costs, all direct expenses and profit. The maximum fee set forth in the Task Order cannot be exceeded for any reason, unless additional services are performed in accordance with the Additional Services provision in Article 11 of this Agreement.

A.2 Partial payments of the lump sum fee shall be made monthly on account. The portion of the fee billed for the CONSULTANT's Services will be based upon the CONSULTANT's estimate of the proportion of the total Services actually completed and expenses actually incurred at the time of billing. Payment of the final invoice will be made upon completion of the Services covered by the lump sum fee.

2.2B COST REIMBURSEMENT PLUS FIXED FEE METHOD.

B.1 The SPONSOR shall pay to the CONSULTANT, and the CONSULTANT agrees to accept as full compensation for its services under each Task Order:

Item I: Direct Salaries of all employees assigned to the specified project on a full-time basis for all or part of the term of the Task Order, plus properly allocable partial salaries of all persons working part-time on the specified project, all subject to audit. Overtime in accordance with the terms of this Agreement shall be charged under this Item.

The cost of the principals' salaries (or allowable portion thereof) included in Direct Costs during the period that they are working specifically on the specified project (productive time) are eligible if their comparable time is also charged directly to other projects in the same manner. Otherwise, principals' salaries are only eligible as an overhead cost.

Item II: Actual Direct Non-salary Costs incurred during the term of the Task Order, as defined in the applicable Task Order, all subject to audit.

Item III: Overhead Allowance based on agreed-upon overhead during the term of the Task Order, to be attached to the relevant Task Order.

Item IV: Fixed Fee: A negotiated lump sum fee, which in this Agreement shall be established for

each Task Order issued under this Agreement. This Fixed Fee is not subject to audit, and is not subject to review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

A summary of the monies due the CONSULTANT under Items I, II, III and IV shall be set forth in each Task Order.

Item V: In the event of any claims being made or actions being brought against a project authorized by the SPONSOR hereunder, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

B.2 Partial Payments. The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section 2.2B.1 of this Article. Monthly invoices shall clearly identify the costs of the services performed. A percentage of the Fixed Fee defined in Item IV of Section 2.2B.1 of this Article shall be paid with each monthly progress payment. The percentage to be used in calculating the monthly payment under Section 2.2B.1, Item IV, shall equal the ratio of the costs expended during the billing period to the maximum amount payable (exclusive of fixed fee) allocated to fulfill the terms of this Agreement as established herein.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under each Task Order and may be subject to periodic and final audit by the SPONSOR, FDOT and the FAA. Such an audit shall not be a condition for making partial payments, except if required by FDOT or the FAA.

B.3 Final Payment. Payment of the final invoice shall be made upon completion and acceptance of the applicable services by the SPONSOR, FDOT, and the FAA. Upon completion and acceptance of the services by the SPONSOR, FDOT and the FAA, final payment shall be made within sixty (60) days after the SPONSOR receives the final invoice. The maximum amount payable under each Task Order including profit shall be as established in such Task Order unless there is a substantial change in scope, complexity, character or duration* of the work to be performed, in which case the parties shall enter into an amendment to the relevant Task Order.

*Duration is applicable to construction observation only.

ARTICLE 3. STANDARD OF CARE, STANDARD PRACTICES AND REQUIREMENTS.

3.1 The standard of care for all Services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality.

3.2 Before beginning to perform or furnish any Service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, FDOT, and the FAA, if any, for projects of the type similar to the project which the SPONSOR authorizes the CONSULTANT to perform. Where practicable, all work required under this Agreement shall be performed in accordance with these standard practices. In the event that provisions of these standard practices are in conflict or strict adherence to same is impossible or undesirable, the CONSULTANT may, with the approval of the other parties, vary or deviate from such standards.

ARTICLE 4. ENTIRE AGREEMENT.

This Agreement, with its accompanying Task Orders (which shall be attached hereto as issued, and incorporated herein) and Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5. TAXES, ROYALTIES AND EXPENSES.

The CONSULTANT shall pay all taxes, royalties and expenses incurred in connection with the services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6. CONSULTANT LIABILITY.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the SPONSOR, its officers, directors and employees (collectively, SPONSOR) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

The SPONSOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the SPONSOR's negligent acts in connection with any project authorized hereunder and the negligent acts of anyone for whom the SPONSOR is legally liable. Neither the SPONSOR nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others. Notwithstanding anything contained herein to the contrary, nothing contained in this Agreement shall be construed to limit or modify the provisions of law for the sovereign immunity of the SPONSOR, including, but not limited to, Chapter 768, Florida Statutes, as it applies to the SPONSOR.

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 7. LABOR LAW REQUIREMENTS.

The Consultant, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of Services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, including but not limited to those set forth in Schedule "H", which is attached hereto and made a part hereof.

ARTICLE 8. NON-DISCRIMINATION PROVISIONS.

CONSULTANT certifies it is an equal opportunity employer and CONSULTANT does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

During the performance of its Services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with all applicable nondiscrimination requirements set forth in Schedule "H" hereto, as applicable to any project authorized under this Agreement.

The CONSULTANT shall include the provisions of Schedule "H" in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions shall be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of Florida. The CONSULTANT shall take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as required by law. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of direction by the SPONSOR, then the CONSULTANT shall promptly so notify the SPONSOR'S legal counsel.

ARTICLE 9. INSURANCE.

9.1 CONSULTANT shall procure and maintain insurance coverage in the types and amounts described below and certificates indicating that such insurance is in effect will be submitted to SPONSOR by CONSULTANT upon request.

9.1.1 Workers' Compensation Insurance in the amounts required by law to provide protection for employees of the CONSULTANT in the event of job-related injuries.

9.1.2 Comprehensive General Liability Insurance, including broad form and contractual liability endorsement, having a limit of \$1,000,000 per occurrence and \$1,000,000 Aggregate for personal injury and property damage.

9.1.3 Automobile Liability Insurance having a minimum combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate.

SPONSOR shall be named as additional insured with respect to the coverages set forth in 9.1.2 and above, and the certificates furnished by CONSULTANT shall so reflect.

9.2 CONSULTANT shall also procure and maintain professional liability or errors and omissions insurance for protection from claims arising out of performance of CONSULTANT's services caused by any negligent error, omission or act for which the insured is legally liable. Such insurance will provide for coverage in the amounts set forth below, and Certificates indicating that such insurance is in effect will be submitted to SPONSOR by CONSULTANT upon request:

9.2.1 Professional Liability or Errors and Omissions Insurance having minimum limits of \$2,000,000 per claim and \$2,000,000 aggregate liability.

ARTICLE 10. ASSIGNMENT REQUIREMENTS.

The CONSULTANT specifically agrees that:

- A. He is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation without the previous consent in writing of the SPONSOR, FDOT and the FAA.
- B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement and the SPONSOR shall be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet or otherwise dispose of the Agreement, and such transferee shall forfeit and lose all monies therefore assigned under said Agreement.

ARTICLE 11. ADDITIONAL SERVICES.

If authorized in writing by the SPONSOR through a Supplemental Task Order, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of services contained in the corresponding Task Order ("Additional Services"). The scope and time for performance of, and payment from the Sponsor to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in the cost summary for each Task Order) shall be set forth in such Supplemental Task Order.

ARTICLE 12. ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION.

- 12.1 Abandonment or Amendment of the Project-The SPONSOR shall have the absolute right to abandon or to amend a project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends a project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary by the SPONSOR's amendment or change, then the provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the SPONSOR abandons a project, then the provisions of Section 12.2.1(b) below shall govern payment to the CONSULTANT.
- 12.2 Termination
The obligation to provide further Services under this Agreement or any Task Order issued hereunder may be terminated:
- 12.2.1 **For Cause:**
- a. By either party upon thirty (30) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.
- b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT reasonably believes that it is being requested by the SPONSOR to perform or furnish Services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's Services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, its project.
- 12.2.2 **For convenience** by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.
- 12.3 Payments upon Termination
- 12.3.1 **For Cause:**
- a. By the Sponsor: If the SPONSOR terminates this Agreement or any Task Order for cause upon completion of any phase of Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such Services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such Services. If the SPONSOR terminates this Agreement or any Task Order for cause during any phase of Services, then the CONSULTANT will also be paid for such Services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in each Task Order. The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Services to the extent that such Services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses properly incurred pursuant to the terms of the Agreement.
- b. By the Consultant: If the Consultant terminates this Agreement or any Task Order for cause upon completion of any phase of Services, then progress payments due the Consultant in accordance with this Agreement for all such Services performed or furnished by the Consultant and

its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such Services. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses properly incurred pursuant to the terms of the Agreement.

12.3.2 For convenience

If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such Services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such Services. If the SPONSOR terminates this Agreement for convenience during any phase of Services, the CONSULTANT will also be paid for such Services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in each Task Order. Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses properly incurred pursuant to the terms of the Agreement.

ARTICLE 13. SUSPENSION OF SERVICES.

- 13.1 If the CONSULTANT's Services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's Services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutive or in the aggregate, then the CONSULTANT may consider the project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.
- 13.2 Upon the SPONSOR's resumption of its project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its Services under this Agreement until the Services are completed and accepted, subject to any adjustment in the rates set forth in the appropriate Task Order because of the passage of time.

ARTICLE 14. INTERCHANGE OF DATA.

During the performance of this Agreement all technical data in regard to the project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 15. DISPOSITION OF PROJECT DOCUMENTS.

- 15.1 At the time of completion of its services, the CONSULTANT shall make available to the SPONSOR all original tracings, plans, maps, computerized programs and reports which have been prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data shall be the responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the project for which they were prepared, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's or other user's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors.
- 15.2 In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraph.

ARTICLE 16. CODE OF ETHICS.

The CONSULTANT warrants he or she has not employed or retained any company or person, other than a bona fide employee of the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other considerations contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, SPONSOR shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

The Consultant specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with Schedules "G-1" or "G-2" hereto.

ARTICLE 17. INDEPENDENT CONTRACTOR.

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as nor claim to be an officer or employee of the SPONSOR by reason hereof, and that he will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 18. PATENT RIGHTS AND COPYRIGHTS.

Any patentable result arising out of this Agreement, as well as an information, designs, specifications, know-how data, and findings, shall be made available without cost to the State or its licensees and the FAA for public use. No material prepared in connection with this Agreement shall be subject to copyright. The State and the FAA will have the right to publish, distribute, disclose or otherwise use any material prepared under this Agreement subject to the provisions of Article 15 hereof.

ARTICLE 19. STATE OF FLORIDA PARTICIPATION.

The Services to be performed in this Agreement may be included in a FDOT Project, which is being undertaken and accomplished by the SPONSOR and the State of Florida and pursuant to which the State of Florida may agree to pay a certain percentage of the allowable project costs. The State of Florida is not a party to this Agreement and no reference in this Agreement to any representative thereof, or to any rights granted to any representative thereof or the State of Florida by this Agreement, makes the State of Florida a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of Florida may from time to time inspect all project documents for the purpose of insuring compliance with Florida laws and protecting the interests of the State of Florida.

ARTICLE 20. FEDERAL PARTICIPATION.

The FAA is not a party to this Contract although the project work program covered by this Agreement may be financially aided in part by a Grant Agreement between the SPONSOR and the Federal Aviation Administration as provided for under the Airport and Airway Development Act of 1970 (P.L. 91258). The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement. The CONSULTANT further agrees that by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to

time inspect all project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

ARTICLE 21. MISCELLANEOUS.

- 21.1 The CONSULTANT shall require all persons employed to perform Services hereunder, including its subconsultants or subcontractors, agents, officers, and employees, to comply with all applicable laws in the jurisdiction in which the projects are located.
- 21.2 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- 21.3 By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- 21.4 Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party). Such notice shall be deemed received when personally delivered or, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party to be notified at its applicable address, when mailed. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless.
- 21.5 This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of Florida.
- 21.6 Except as expressly set forth herein, there are no intended third party beneficiaries of any right or obligation assumed by the parties.
- 21.7 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 21.8 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 21.9 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- 21.10 The CONSULTANT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and those made or received by the SPONSOR in conjunction with any project authorized hereunder.
- 21.11 SPONSOR acknowledges that:
 - a) CONSULTANT is not recommending any action to SPONSOR or other obligated person hereunder that would cause CONSULTANT to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);
 - b) CONSULTANT does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to SPONSOR or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and

- c) SPONSOR or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that SPONSOR or other obligated person deems appropriate before acting on this information or material.

ARTICLE 22. SUBCONTRACTORS/SUBCONSULTANTS.

All subconsultants and subcontractors performing services under this Agreement shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements may be subject to review by FOOT and the FAA.

ARTICLE 23. FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; earthquake; flood; fire; labor unrest; strike; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by CONSULTANT to perform its Services hereunder in an orderly and efficient manner, then CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24. DISPUTE RESOLUTION

- 24.1 The SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Section 25.2 below, or any other legal or equitable remedy. The thirty-day period may be extended upon mutual agreement of the parties.
- 24.2. If any dispute cannot be resolved pursuant to Section 25.1, and only if mutually agreed by the SPONSOR and the CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof ("disputes") shall be submitted to non-binding mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. The cost of mediation shall be shared equally between the parties.

ARTICLE 25. TERM OF AGREEMENT

This agreement shall remain in effect for an initial period of five (5) years, with two extensions of two additional years available, from the date first written above unless terminated in accordance with Article 12.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the City of Umatilla, and the CONSULTANT, by and through a duly authorized officer effective the day and year first above written, subject to the approval of FDOT and the FAA if required.

SPONSOR

City of Umatilla

By: _____



Title _____

City Manager

Date _____

05/05/2017

CONSULTANT

GAI Consultants, Inc.

By: _____



Title _____

Senior Vice President

Date _____

5/4/17

ATTEST

By: _____



Title _____

City Clerk

Date _____

05/05/2017

SCHEDULE "A"
Sample Task Order

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

RE: _____
Task Order NO. _____
(Project Identification)

1. AUTHORIZATION REQUEST:

In conformance to your instructions, and in accordance with the Agreement between the City of Umatilla (SPONSOR) and GAI Consultants, Inc. (CONSULTANT) for providing periodic professional services, we enclose three (3) originals of our request for authorization to furnish services in connection with _____ (the "Project").

2. DESCRIPTION OF SERVICES: _____

3. SPONSORS RESPONSIBILITIES:

[Sponsor's responsibilities shall be as described in the Agreement.]
[Sponsor's responsibilities in the Agreement are modified as follows:]

4. PERIOD OF SERVICES:

[Services are to be completed by _____ 20__.]

[Services are to be provided in conformance to the following schedule:]

5. PAYMENTS:

[Payments shall be made in accordance with Section 2.2A[2.2B] of the Agreement. The total fee amount is _____.]

6. GENERAL CONSIDERATIONS

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

7. SPECIAL PROVISIONS:

The following Special Provisions for the Project shall serve to amend affected portions of the Agreement where applicable, the unaltered portions thereof to remain in force:

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

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

Very truly yours,

SPONSOR

City of Umatilla

By: _____

Title _____

Date _____

CONSULTANT

GAI Consultants, Inc.

By: _____

Title _____

Date _____

ATTACHMENTS:

Schedule A: Scope of Services

Schedule B: Cost Summary

SCHEDULE "D"

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION**

SELECTION OF CONSULTANTS

City of Umatilla

(Sponsor)

Umatilla Municipal Airport

(Airport)

Various

(Project Number)

General Airport Consultant Services for 5-year term from the date this certification is signed.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the Sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, "Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects".

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the Sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. For contracts over \$100,000, consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the Sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by Sponsor force account personnel, prior approval was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A
7. Mandatory contract provisions for grant-assisted contracts have been (will be) included in consultant services contracts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Umatilla

(signature)

(typed name)

(typed title)

(date)

END OF SCHEDULE

SCHEDULE "G-1"

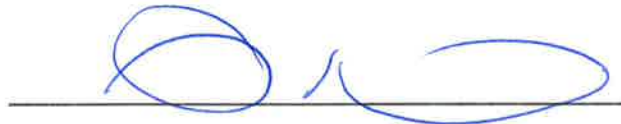
CERTIFICATION OF CONSULTANT

I hereby certify that I am a Principal and a duly-authorized representative of the firm of GAI Consultants, Inc., whose address is 618 East South Street, Suite 700, Orlando, Florida 32801 ("CONSULTANT") and that neither I nor the above firm I here represent has:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- C. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract, involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable state and Federal laws, both criminal and civil.

5/4/17
Date



Gregory T. Nettuno, PE, Senior Vice President
Name and Title

END OF SCHEDULE


SCHEDULE: "G- 2"

**CERTIFICATION OF CONSULTANT REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The bidder/offeror GAI Consultants, Inc., 618 East South Street, Suite 700, Orlando, Florida 32801, certifies, by submission of the proposal or acceptance of the contract to which this Certification is attached, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting the proposal or contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to its solicitation/proposal.

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with the contract involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable state and Federal laws, both criminal and civil.

5/4/17
Date



Gregory T. Nettung, PE, Senior Vice President
Name and Title

END OF SCHEDULE

**CONSULTANT AGREEMENT
FOR
GENERAL AIRPORT CONSULTANT SERVICES**

This Agreement made this _____ day of _____ 2022, by and between the City of Umatilla, at 1 South Central Avenue, Umatilla, Florida 32784 (hereinafter referred to as the "SPONSOR"), and GAI Consultants, Inc., at 618 East South Street, Suite 700, Orlando, Florida 32801(hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the SPONSOR, in accordance with FAA Advisory Circular 150/5100-14E and Florida Statute 287.055 is in need of an engineering firm to perform certain consulting services as a General Airport Consultant; and

WHEREAS, these services include aviation engineering and planning services that may consist of providing study, design, construction inspection, project management, facility design, and other professional services, as requested by the SPONSOR, on projects at the Umatilla Municipal Airport; and

WHEREAS, the CONSULTANT, being skilled and experienced, is duly qualified to perform such services; and

WHEREAS, the CONSULTANT was selected to provide such services by the SPONSOR through a duly advertised process in accordance with Florida Statute 287.055 Consultant Competitive Negotiation Act;

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressly hereinafter set forth, the parties hereto mutually agree as follows:

ARTICLE 1. SCOPE OF SERVICES/ TASK ORDERS.

- 1.1 The SPONSOR agrees to and hereby does retain and employ the services of the CONSULTANT, and the CONSULTANT agrees to perform such services as said General Airport Consultant. The SPONSOR has completed or will complete a "Certification for Selection of Consultant" in connection with the execution of this Agreement, a copy of which is attached hereto and made a part hereof as Schedule "D".
- 1.2 The CONSULTANT's Services shall be provided on specific projects as subsequently authorized by Task Orders issued by the SPONSOR under this Agreement. Such services may include the following: Airport Master Plan/Airport Layout Plan, T-Hangar Development, Bulk/Row Hangar Development, Utility Installation, Security, Aircraft Parking, Automobile Parking and Access, Runway Improvements. No compensation shall be provided for any Services not authorized by a fully executed Task Order. Each Task Order shall contain the following:
 - 1.2.1 Date of Issuance.
 - 1.2.2 Incorporation by reference of this Agreement.
 - 1.2.3 Identification of project for which the CONSULTANT is to render Services.
 - 1.2.4 Description of Services to be rendered by the CONSULTANT.
 - 1.2.5 Period of Services (i.e., time schedules, completion dates, etc.)
 - 1.2.6 Amount to be paid to the CONSULTANT for these Services, and the method of payment (refer to Sections 2.2A or 2.2B, below.)
 - 1.2.7 Special Requirements, if any, of the SPONSOR and/or the Florida Department of Transportation (FDOT) and the Federal Aviation Administration (FAA).

- 1.3 Each Task Order shall be numbered consecutively (e.g., "Task Order No. 1", etc.), and be signed and dated by the SPONSOR and the CONSULTANT.
- 1.4 Each Task Order shall be attached to and made a part of this Agreement. A sample Task Order is attached hereto as Schedule "A".
- 1.5 As referred to in this Agreement, a "Task Order" shall mean a fully executed task order consistent with the requirements set forth in this Section 1.

ARTICLE 2. PROVISION FOR PAYMENT.

2.1 SPONSOR shall pay to the CONSULTANT for services rendered, as established in each Task Order. The methods below shall be applied to calculate payments for each Contract unless special provisions are agreed to for a particular project and are defined in the Task Order for a specific project.

2.2A LUMPSUM METHOD

A.1 The SPONSOR shall pay to the CONSULTANT and the CONSULTANT agrees to accept as full compensation for its services under this Agreement the fee established therefor in each Task Order, which lump sum fee shall cover salaries of employees assigned to the specified project, all indirect costs, all direct expenses and profit. The maximum fee set forth in the Task Order cannot be exceeded for any reason, unless additional services are performed in accordance with the Additional Services provision in Article 11 of this Agreement.

A.2 Partial payments of the lump sum fee shall be made monthly on account. The portion of the fee billed for the CONSULTANT's Services will be based upon the CONSULTANT's estimate of the proportion of the total Services completed and expenses actually incurred at the time of billing. Payment of the final invoice will be made upon completion of the Services covered by the lump sum fee.

2.2B COST REIMBURSEMENT PLUS FIXED FEE METHOD.

B.1 The SPONSOR shall pay to the CONSULTANT, and the CONSULTANT agrees to accept as full compensation for its services under each Task Order:

Item I: Direct Salaries of all employees assigned to the specified project on a full-time basis for all or part of the term of the Task Order, plus properly allocable partial salaries of all persons working part-time on the specified project, all subject to audit. Overtime in accordance with the terms of this Agreement shall be charged under this Item.

The cost of the principals' salaries (or allowable portion thereof) included in Direct Costs during the period that they are working specifically on the specified project (productive time) are eligible if their comparable time is also charged directly to other projects in the same manner. Otherwise, principals' salaries are only eligible as an overhead cost.

Item II: Actual Direct Non-Salary Costs incurred during the term of the Task Order, as defined in the applicable Task Order, all subject to audit.

Item III: Overhead Allowance based on agreed-upon overhead during the term of the Task Order, to be attached to the relevant Task Order.

Item IV: Fixed Fee: A negotiated lump sum fee, which in this Agreement shall be established for each Task Order issued under this Agreement. This Fixed Fee is not subject to audit and is not subject to

review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

A summary of the monies due the CONSULTANT under Items I, II, III and IV shall be set forth in each Task Order.

Item V: In the event of any claims being made or actions being brought against a project authorized by the SPONSOR hereunder, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

- B.2 Partial Payments.** The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section 2.2B.1 of this Article. Monthly invoices shall clearly identify the costs of the services performed. A percentage of the Fixed Fee defined in Item IV of Section 2.2B.1 of this Article shall be paid with each monthly progress payment. The percentage to be used in calculating the monthly payment under Section 2.2B.1, Item IV, shall equal the ratio of the costs expended during the billing period to the maximum amount payable (exclusive of fixed fee) allocated to fulfill the terms of this Agreement as established herein.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under each Task Order and may be subject to periodic and final audit by the SPONSOR, FDOT and the FAA. Such an audit shall not be a condition for making partial payments, except if required by FDOT or the FAA.

- B.3 Final Payment.** Payment of the final invoice shall be made upon completion and acceptance of the applicable services by the SPONSOR, FDOT, and the FAA. Upon completion and acceptance of the services by the SPONSOR, FDOT and the FAA, final payment shall be made within sixty (60) days after the SPONSOR receives the final invoice. The maximum amount payable under each Task Order including profit shall be as established in such Task Order unless there is a substantial change in scope, complexity, character or duration* of the work to be performed, in which case the parties shall enter into an amendment to the relevant Task Order.

*Duration is applicable to construction observation only.

ARTICLE 3. STANDARD OF CARE, STANDARD PRACTICES AND REQUIREMENTS.

- 3.1 The standard of care for all Services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality.
- 3.2 Before beginning to perform or furnish any Service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, FDOT, and the FAA, if any, for projects of the type similar to the project which the SPONSOR authorizes the CONSULTANT to perform. Where practicable, all work required under this Agreement shall be performed in accordance with these standard practices. In the event that provisions of these standard practices are in conflict or strict adherence to same is impossible or undesirable, the CONSULTANT may, with the approval of the other parties, vary or deviate from such standards.

ARTICLE 4. ENTIRE AGREEMENT.

This Agreement, with its accompanying Task Orders (which shall be attached hereto as issued, and incorporated herein) and Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5. TAXES, ROYALTIES AND EXPENSES.

The CONSULTANT shall pay all taxes, royalties and expenses incurred in connection with the services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6. CONSULTANT LIABILITY.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the SPONSOR, its officers, directors and employees (collectively, SPONSOR) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the CONSULTANT is legally liable.

The SPONSOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the SPONSOR's negligent acts in connection with any project authorized hereunder and the negligent acts of anyone for whom the SPONSOR is legally liable. Neither the SPONSOR nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others. Notwithstanding anything contained herein to the contrary, nothing contained in this Agreement shall be construed to limit or modify the provisions of law for the sovereign immunity of the SPONSOR, including, but not limited to, Chapter 768, Florida Statutes, as it applies to the SPONSOR.

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 7. LABOR LAW REQUIREMENTS.

The Consultant, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of Services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, including but not limited to those set forth in Schedule "H", which is attached hereto and made a part hereof.

ARTICLE 8. NON-DISCRIMINATION PROVISIONS.

CONSULTANT certifies it is an equal opportunity employer and CONSULTANT does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

During the performance of its Services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with all applicable nondiscrimination requirements set forth in Schedule "H" hereto, as applicable to any project authorized under this Agreement.

The CONSULTANT shall include the provisions of Schedule "H" in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions shall be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of Florida. The CONSULTANT shall take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as required by law. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of direction by the SPONSOR, then the CONSULTANT shall promptly so notify the SPONSOR'S legal counsel.

ARTICLE 9. INSURANCE.

9.1 CONSULTANT shall procure and maintain insurance coverage in the types and amounts described below and certificates indicating that such insurance is in effect will be submitted to SPONSOR by CONSULTANT upon request.

9.1.1 Workers' Compensation Insurance in the amounts required by law to provide protection for employees of the CONSULTANT in the event of job-related injuries.

9.1.2 Comprehensive General Liability Insurance, including broad form and contractual liability endorsement, having a limit of \$1,000,000 per occurrence and \$1,000,000 Aggregate for personal injury and property damage.

9.1.3 Automobile Liability Insurance having a minimum combined single limit of \$1,000,000 for bodily injury and property damage per occurrence/policy aggregate.

SPONSOR shall be named as additional insured with respect to the coverages set forth in 9.1.2 and above, and the certificates furnished by CONSULTANT shall so reflect.

9.2 CONSULTANT shall also procure and maintain professional liability or errors and omissions insurance for protection from claims arising out of performance of CONSULTANT's services caused by any negligent error, omission or act for which the insured is legally liable. Such insurance will provide for coverage in the amounts set forth below, and Certificates indicating that such insurance is in effect will be submitted to SPONSOR by CONSULTANT upon request:

9.2.1 Professional Liability or Errors and Omissions Insurance having minimum limits of \$2,000,000 per claim and \$2,000,000 aggregate liability.

ARTICLE 10. ASSIGNMENT REQUIREMENTS.

The CONSULTANT specifically agrees that:

A. He is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporation without the previous consent in writing of the SPONSOR, FDOT and the FAA.

B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement and the SPONSOR shall be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet or otherwise dispose of the Agreement, and such transferee shall forfeit and lose all monies therefore assigned under said Agreement.

ARTICLE 11. ADDITIONAL SERVICES.

If authorized in writing by the SPONSOR through a Supplemental Task Order, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of services contained in the corresponding Task Order ("Additional Services"). The scope and time for performance of, and payment from the Sponsor to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in the cost summary for each Task Order) shall be set forth in such Supplemental Task Order.

ARTICLE 12. ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION.

12.1 Abandonment or Amendment of the Project-The SPONSOR shall have the absolute right to abandon or to amend a project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends a project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary by the SPONSOR's amendment or change, then the provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the SPONSOR abandons a project, then the provisions of Section 12.2.1(b) below shall govern payment to the CONSULTANT.

12.2 Termination

The obligation to provide further Services under this Agreement or any Task Order issued hereunder may be terminated:

12.2.1 For Cause:

a. By either party upon thirty (30) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.

b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT reasonably believes that it is being requested by the SPONSOR to perform or furnish Services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's Services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, its project.

12.2.2 For convenience by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

12.3 Payments upon Termination

12.3.1 For Cause:

a. By the Sponsor: If the SPONSOR terminates this Agreement or any Task Order for cause upon completion of any phase of Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such Services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such Services. If the SPONSOR terminates this Agreement or any Task Order for cause during any phase of Services, then the CONSULTANT will also be paid for such Services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in each Task Order. The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Services to the extent that such Services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses properly incurred pursuant to the terms of the Agreement.

b. By the Consultant: If the Consultant terminates this Agreement or any Task Order for cause upon completion of any phase of Services, then progress payments due the Consultant in accordance with this Agreement for all such Services performed or furnished by the Consultant and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute

total payment for such Services. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses properly incurred pursuant to the terms of the Agreement.

12.3.2 For convenience

If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such Services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such Services. If the SPONSOR terminates this Agreement for convenience during any phase of Services, the CONSULTANT will also be paid for such Services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in each Task Order. Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses properly incurred pursuant to the terms of the Agreement.

ARTICLE 13. SUSPENSION OF SERVICES.

13.1 If the CONSULTANT's Services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or suspension and reactivation and the fact that the time for performance of the CONSULTANT's Services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutive or in the aggregate, then the CONSULTANT may consider the project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

13.2 Upon the SPONSOR's resumption of its project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its Services under this Agreement until the Services are completed and accepted, subject to any adjustment in the rates set forth in the appropriate Task Order because of the passage of time.

ARTICLE 14. INTERCHANGE OF DATA.

During the performance of this Agreement all technical data in regard to the project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 15. DISPOSITION OF PROJECT DOCUMENTS.

15.1 At the time of completion of its services, the CONSULTANT shall make available to the SPONSOR all original tracings, plans, maps, computerized programs and reports which have been prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data shall be the responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the project for which they were prepared, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's or other user's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors.

15.2 In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraph.

ARTICLE 16. CODE OF ETHICS.

The CONSULTANT warrants he or she has not employed or retained any company or person, other than a bona fide employee of the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other considerations contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, SPONSOR shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

The Consultant specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with Schedules "G-1" or "G-2" hereto.

ARTICLE 17. INDEPENDENT CONTRACTOR.

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as nor claim to be an officer or employee of the SPONSOR by reason hereof, and that he will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 18. PATENT RIGHTS AND COPYRIGHTS.

Any patentable result arising out of this Agreement, as well as an information, designs, specifications, know-how data, and findings, shall be made available without cost to the State or its licensees and the FAA for public use. No material prepared in connection with this Agreement shall be subject to copyright. The State and the FAA will have the right to publish, distribute, disclose or otherwise use any material prepared under this Agreement subject to the provisions of Article 15 hereof.

ARTICLE 19. STATE OF FLORIDA PARTICIPATION.

The Services to be performed in this Agreement may be included in a FDOT Project, which is being undertaken and accomplished by the SPONSOR and the State of Florida and pursuant to which the State of Florida may agree to pay a certain percentage of the allowable project costs. The State of Florida is not a party to this Agreement and no reference in this Agreement to any representative thereof, or to any rights granted to any representative thereof or the State of Florida by this Agreement, makes the State of Florida a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of Florida may from time to time inspect all project documents for the purpose of insuring compliance with Florida laws and protecting the interests of the State of Florida.

ARTICLE 20. FEDERAL PARTICIPATION.

The FAA is not a party to this Contract although the project work program covered by this Agreement may be financially aided in part by a Grant Agreement between the SPONSOR and the Federal Aviation Administration as provided for under the Airport and Airway Development Act of 1970 (P.L. 91258). The SPONSOR and the CONSULTANT hereby agree to comply fully with the conditions set forth in detail in the Grant Agreement as though they were set forth in detail in this Agreement. The CONSULTANT further agrees that by reason of complying with the conditions of the Grant Agreement, no obligation is entailed on the part of the FAA to the CONSULTANT.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the FAA may from time to

time inspect all project documents for the purpose of insuring compliance with Federal laws and protecting the interests of the FAA.

ARTICLE 21. MISCELLANEOUS.

- 21.1 The CONSULTANT shall require all persons employed to perform Services hereunder, including its subconsultants or subcontractors, agents, officers, and employees, to comply with all applicable laws in the jurisdiction in which the projects are located.
- 21.2 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- 21.3 By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.
- 21.4 Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party). Such notice shall be deemed received when personally delivered or, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party to be notified at its applicable address, when mailed. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt, nonetheless.
- 21.5 This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of Florida.
- 21.6 Except as expressly set forth herein, there are no intended third-party beneficiaries of any right or obligation assumed by the parties.
- 21.7 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 21.8 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 21.9 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- 21.10 The CONSULTANT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and those made or received by the SPONSOR in conjunction with any project authorized hereunder.
- 21.11 SPONSOR acknowledges that:
 - a) CONSULTANT is not recommending any action to SPONSOR or other obligated person hereunder that would cause CONSULTANT to be considered a municipal advisor for purposes of the Securities and Exchange Commission Registration of Municipal Advisors Rule, 78 Fed. Reg. 67468 (2013);
 - b) CONSULTANT does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 (15 U.S.C. 78o-4) to SPONSOR or other obligated person with respect to the information and material contained in this Agreement or any Project deliverable; and

- c) SPONSOR or other obligated person should discuss any information and material contained in this Agreement or Project deliverable with any and all internal or external advisors and experts that SPONSOR or other obligated person deems appropriate before acting on this information or material.

ARTICLE 22. SUBCONTRACTORS/SUBCONSULTANTS.

All subconsultants and subcontractors performing services under this Agreement shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements may be subject to review by FOOT and the FAA.

ARTICLE 23. FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; earthquake; flood; fire; labor unrest; strike; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by CONSULTANT to perform its Services hereunder in an orderly and efficient manner, then CONSULTANT shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24. DISPUTE RESOLUTION

- 24.1 The SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under Section 25.2 below, or any other legal or equitable remedy. The thirty-day period may be extended upon mutual agreement of the parties.
- 24.2. If any dispute cannot be resolved pursuant to Section 25.1, and only if mutually agreed by the SPONSOR and the CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof ("disputes") shall be submitted to non-binding mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. The cost of mediation shall be shared equally between the parties.

ARTICLE 25. TERM OF AGREEMENT

This agreement shall remain in effect for an initial period of five (5) years from the date first written above unless terminated in accordance with Article 12.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the City of Umatilla, and the CONSULTANT, by and through a duly authorized officer effective the day and year first above written, subject to the approval of FDOT and the FAA if required.

SPONSOR

CONSULTANT

City of Umatilla

GAI Consultants, Inc.

By: _____

By: _____

Title _____

Title _____

Date _____

Date _____

ATTEST

By: _____

Title _____

Date _____

SCHEDULE "A"
Sample Task Order

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

RE: _____
Task Order NO. _____
(Project Identification)

1. AUTHORIZATION REQUEST:

In conformance to your instructions, and in accordance with the Agreement between the City of Umatilla (SPONSOR) and GAI Consultants, Inc. (CONSULTANT) for providing periodic professional services, we enclose three (3) originals of our request for authorization to furnish services in connection with _____ (the "Project").

2. DESCRIPTION OF SERVICES: _____

3. SPONSORS RESPONSIBILITIES:

[Sponsor's responsibilities shall be as described in the Agreement.]
[Sponsor's responsibilities in the Agreement are modified as follows:]

4. PERIOD OF SERVICES:

[Services are to be completed by _____ 20__.]

[Services are to be provided in conformance to the following schedule:]

5. PAYMENTS:

[Payments shall be made in accordance with Section 2.2A[2.2B] of the Agreement. The total fee amount is _____.]

6. GENERAL CONSIDERATIONS

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

7. SPECIAL PROVISIONS:

The following Special Provisions for the Project shall serve to amend affected portions of the Agreement where applicable, the unaltered portions thereof to remain in force:

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

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

Very truly yours,

SPONSOR

City of Umatilla

By: _____

Title _____

Date _____

CONSULTANT

GAI Consultants, Inc.

By: _____

Title _____

Date _____

ATTACHMENTS:

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

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: May 10, 2022

MEETING DATE: May 17, 2022

SUBJECT: Ordinance 2022-103 Special Exception Use

ISSUE: Drive Through Restaurant

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.

STAFF RECOMMENDATIONS:

Staff recommends approval 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:

COUNCIL ACTION:

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

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.

	Surrounding Zoning	Surrounding Land Use
North	C-2	General Commercial
South	C-2	General Commercial
East	C-2	General Commercial
West	C-2	General Commercial

Assessment

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
TOTAL GROSS TRIPS (PROPOSED)			359	31	11	7

* 10th 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
TOTAL GROSS TRIPS (EXISTING)			1,487	108	36	36

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

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

- 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

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/. 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



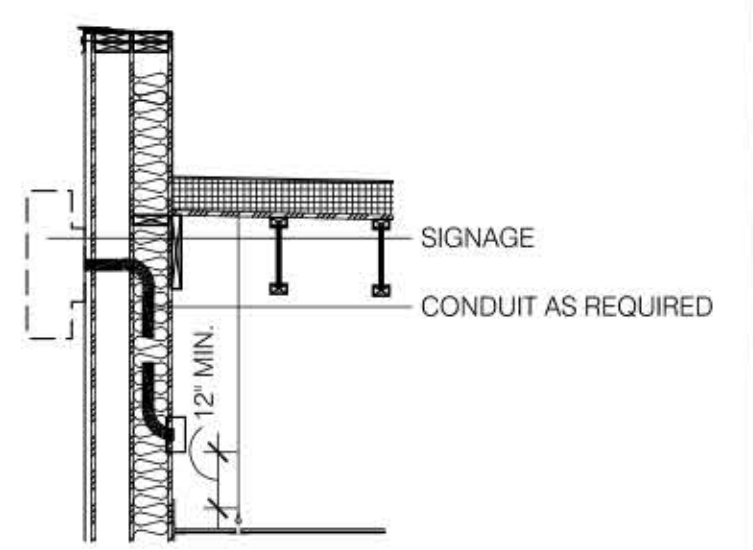


530 sq ft total

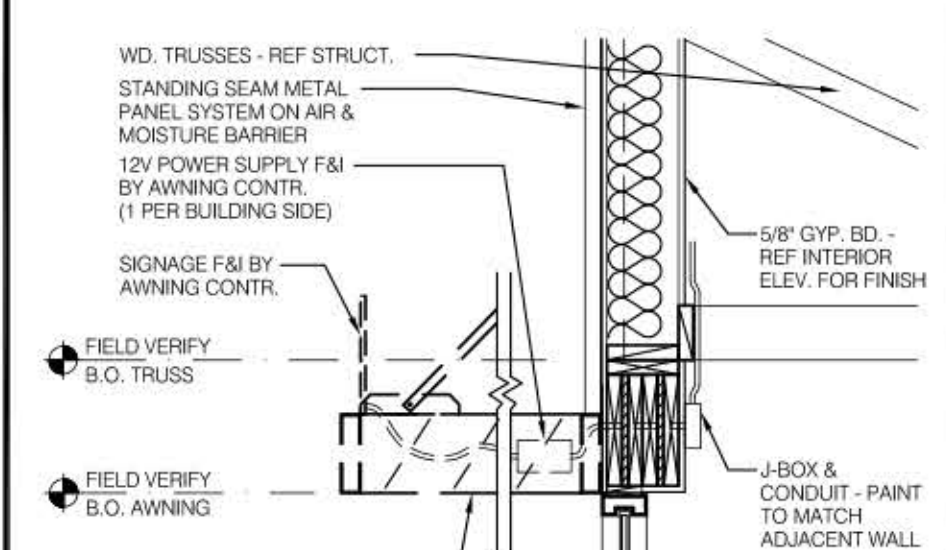
SOUTH ELEVATION 1/4"=1'-0" **A**

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.

GENERAL NOTES **E**

(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**

- (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 WANSLOT VENEER TO BE INSTALLED AS SHOWN.
- (P22) OVERFLOW SCUPPER

PIZZA HUT KEY NOTES **C**



RSP Architects
Florida Corp. No. AAC001726
1220 Marshall Street NE 612.677.7100
Minneapolis 612.677.7499 fax
MN 55413-1036 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 BJN
Checked By KD
Date 12/10/21

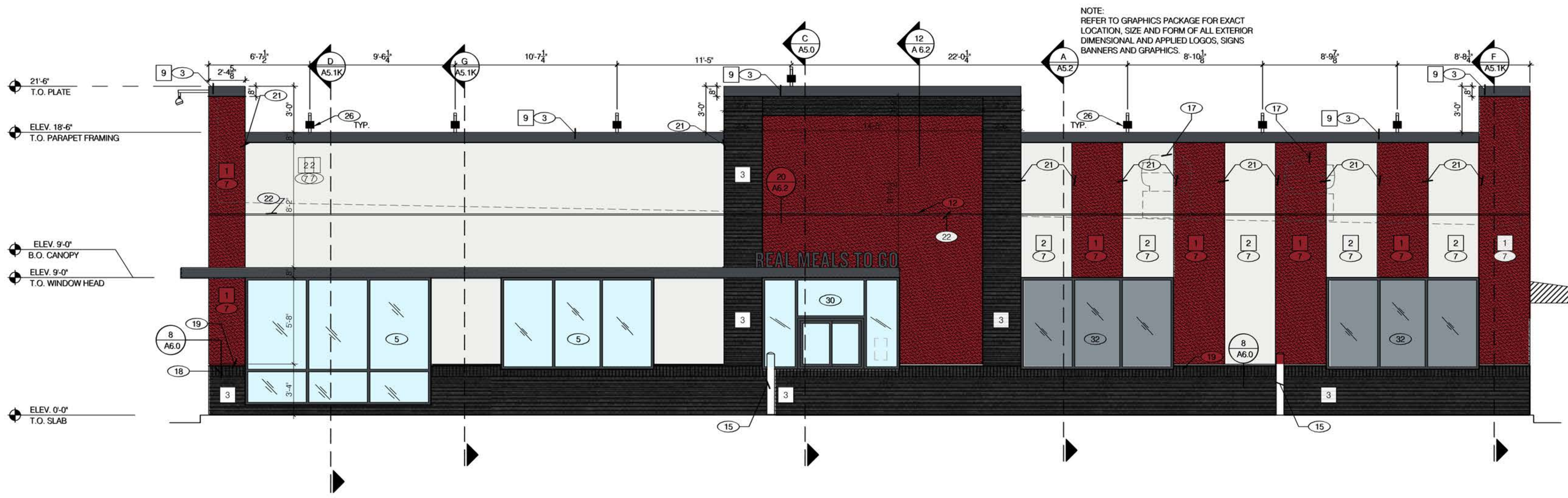
NOTICE: The designs shown and described herein including all technical drawings, graphics, and models thereof, are proprietary and cannot be copied, duplicated or commercially exploited, in whole or in part, without express written permission of RSP Architects. These are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors and office personnel only in accordance with this Notice.
© Copyright RSP Architects 2021. All rights reserved.

Revisions

No.	Date	Description

PIZZA HUT EXTERIOR ELEVATIONS

A4.0



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**

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
SIGNAGE			
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	
BUILDING EXTERIOR ELEMENTS			
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" E.I.F.S. 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-MIRRORED SPANDREL GLAZING

KFC KEY NOTES **B**

RSP
 RSP Architects
 Florida Corp. No. AAC001726
 1220 Marshall Street NE 612.677.7100
 Minneapolis 612.677.7499 fax
 MN 55413-1036 www.rsparch.com

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 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.

© Copyright RSP Architects 2021. All rights reserved.

Revisions

No.	Date	Description

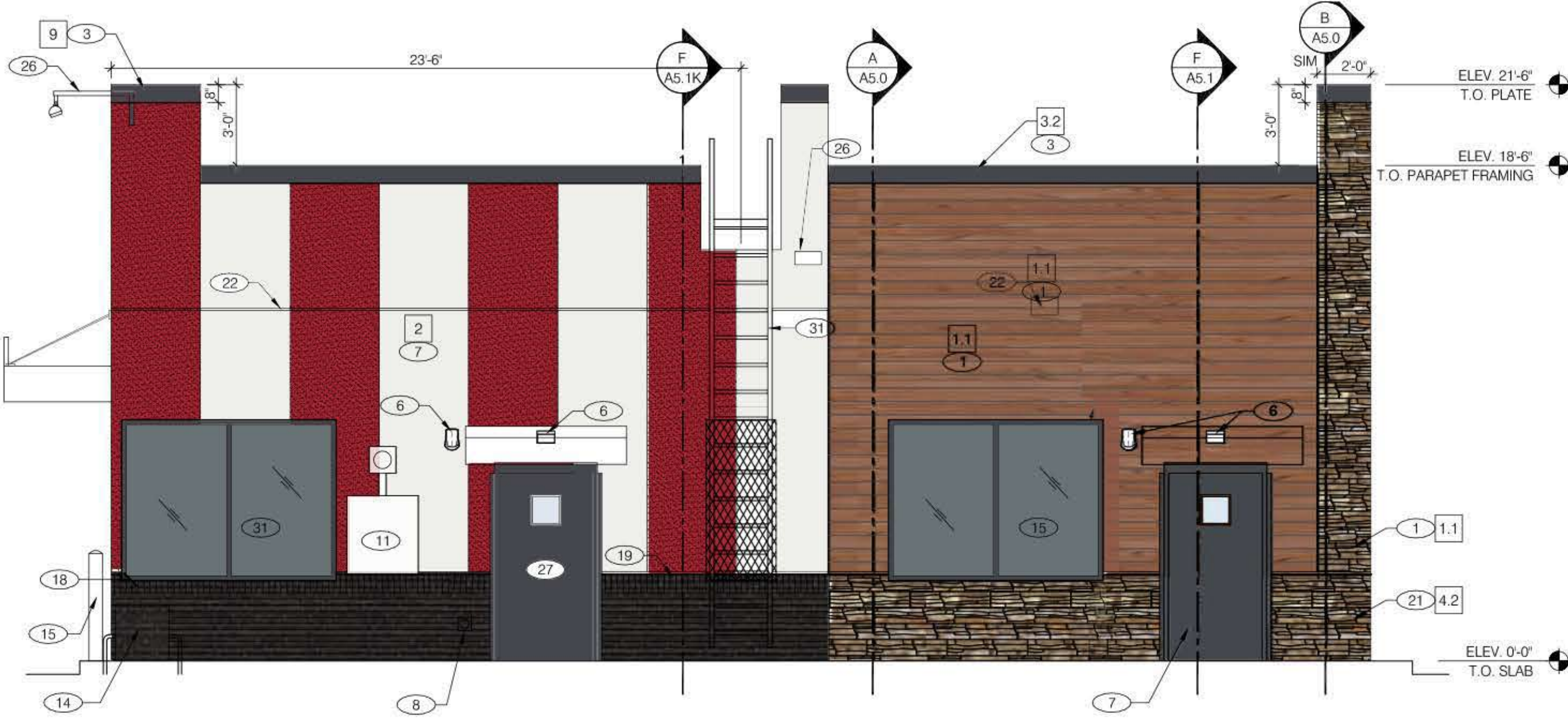
KFC
EXTERIOR
ELEVATION
A4.0K



! 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**



RSP Architects
Florida Corp. No. AAC001726
1220 Marshall Street NE 612.677.7100
Minneapolis 612.677.7499 fax
MN 55413-1036 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 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.

© Copyright RSP Architects 2021. All rights reserved.

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

EXTERIOR ELEVATIONS

A4.1

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: _____

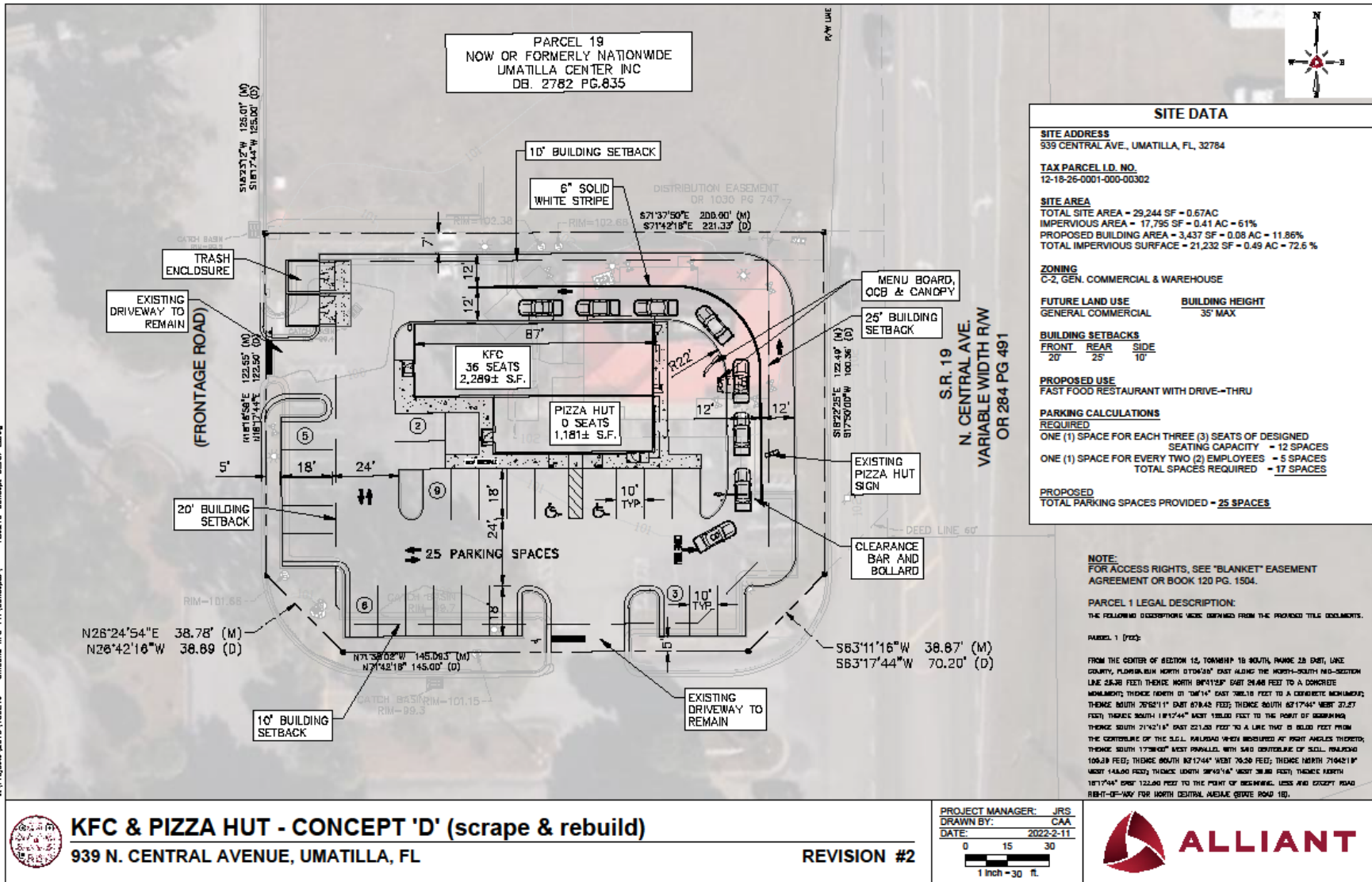
LEGAL DESCRIPTION

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: May 12, 2022

MEETING DATE: May 17, 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

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

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.

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.

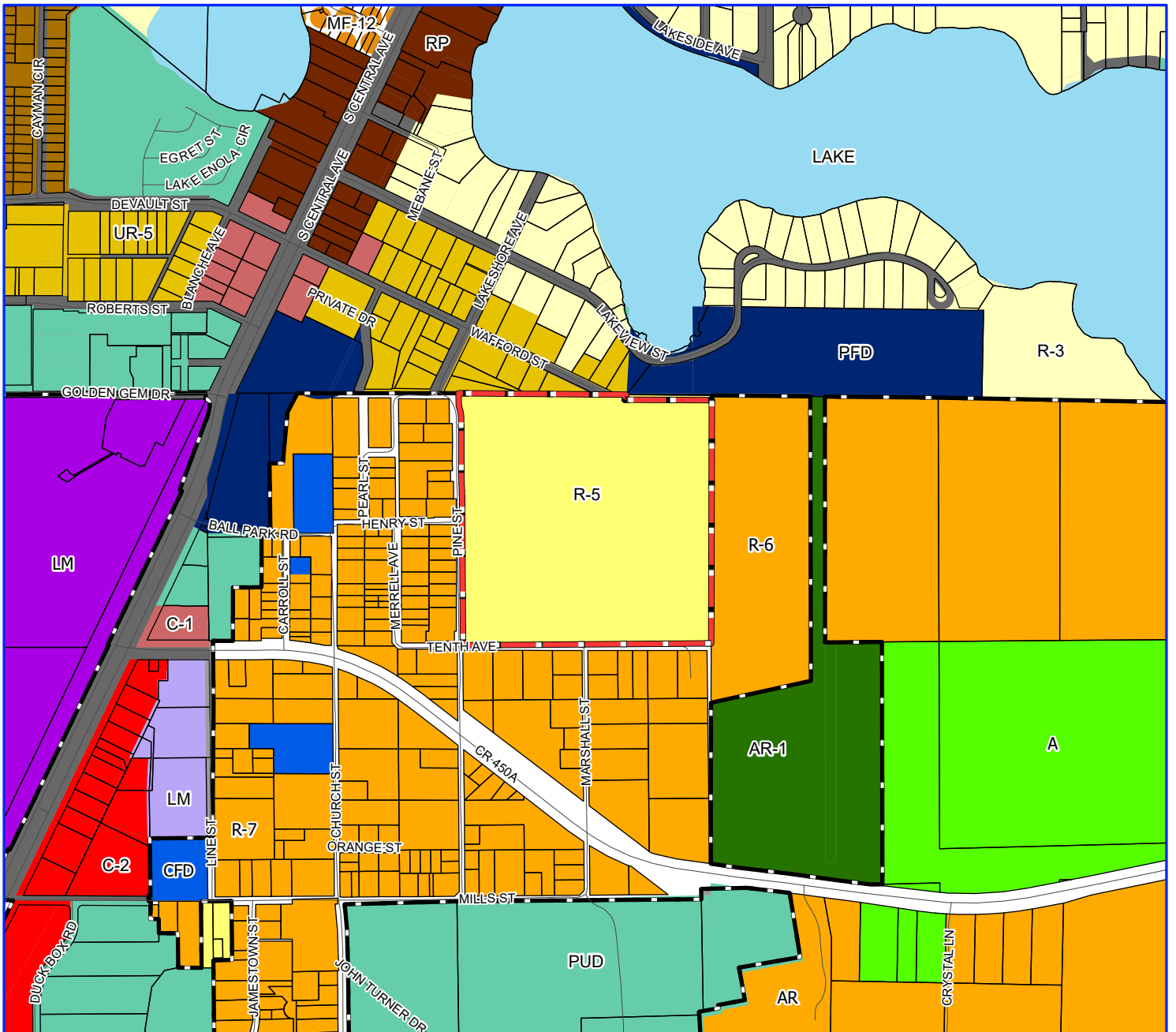
The projected population of the development is 288 residents (131 units x 2.2 pph = 288) and the plan offers recreation amenities in the form of a tot lot/playground equipment, pavilion with picnic table and grills, and a dog run/park. Access to the recreation area is provided by both vehicular and pedestrian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

The plan also provides additional parking to address visitor parking and provides 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.

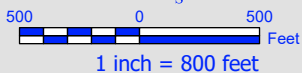
Recommendation

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



Legend

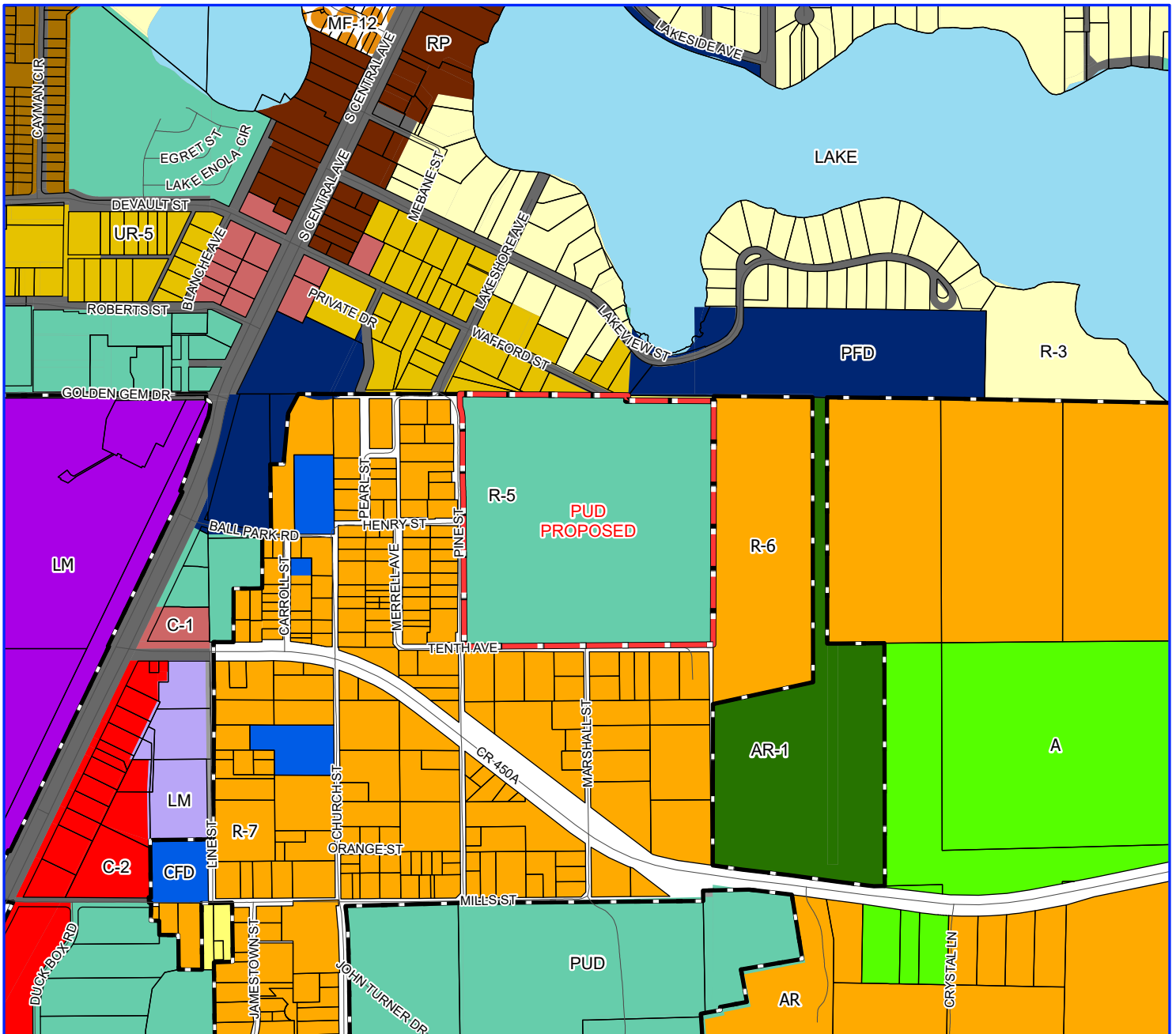
- | | | |
|---|--|---------------------------|
| Site Boundary (39 Ac±) | MHS-8 -- Manufactured Home Subdivision | R/W -- Right of Way |
| City of Umatilla Zoning | PUD -- Planned Unit Development | LAKE -- Lake |
| AR-1 -- Agriculture Residential | RP -- Residential Professional | Lake County Zoning |
| R-3 -- Low Density Residential | PFD -- Public Facilities District | Agriculture (16 Ac±) |
| R-5 -- Single Family Medium Density Residential | C-1 -- Neighborhood Commercial | Community Facility |
| MF-12 -- Multi-Family High Density Residential | C-2 -- General Commercial & Warehouse | Industrial |
| UR-5 -- Urban Residential District | LM -- Light Manufacturing | 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

LPG Urban & Regional Planners, Inc.
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824



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

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

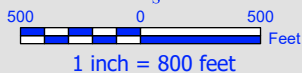
Agriculture (16 Ac±)

Community Facility

Industrial

Residential (33 Ac±)

Site Boundary (49 Ac±)



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

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

LPG Urban & Regional Planners, Inc.
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

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:

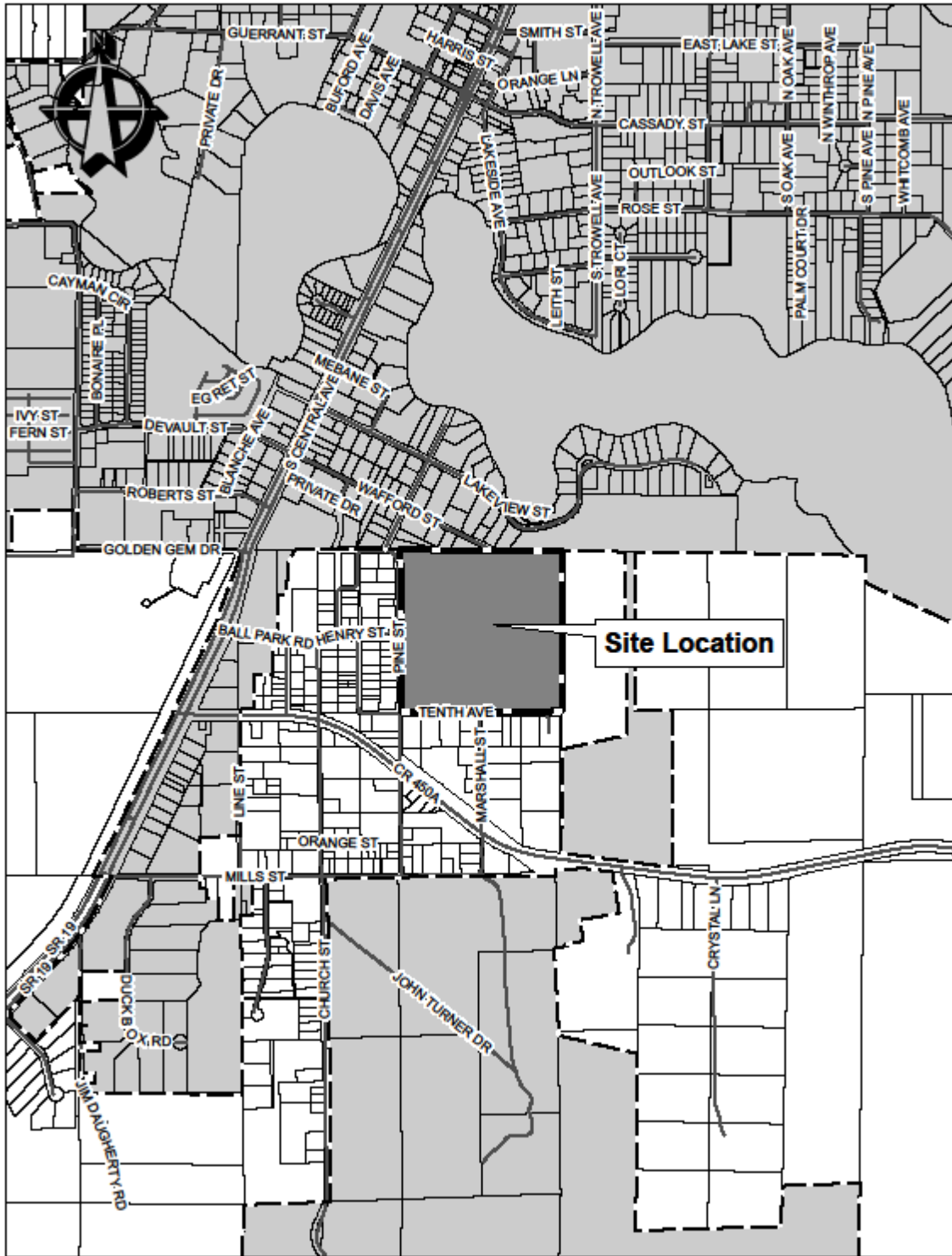
Umatilla City Council Meeting on May 17, 2022 at 6:00 p.m.

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”.

52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101

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:

Approved as to Form:

Gwen Johns
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133

**EXHIBIT A
LEGAL DESCRIPTION**

LEGAL DESCRIPTION-PER TITLE COMMITMENT:

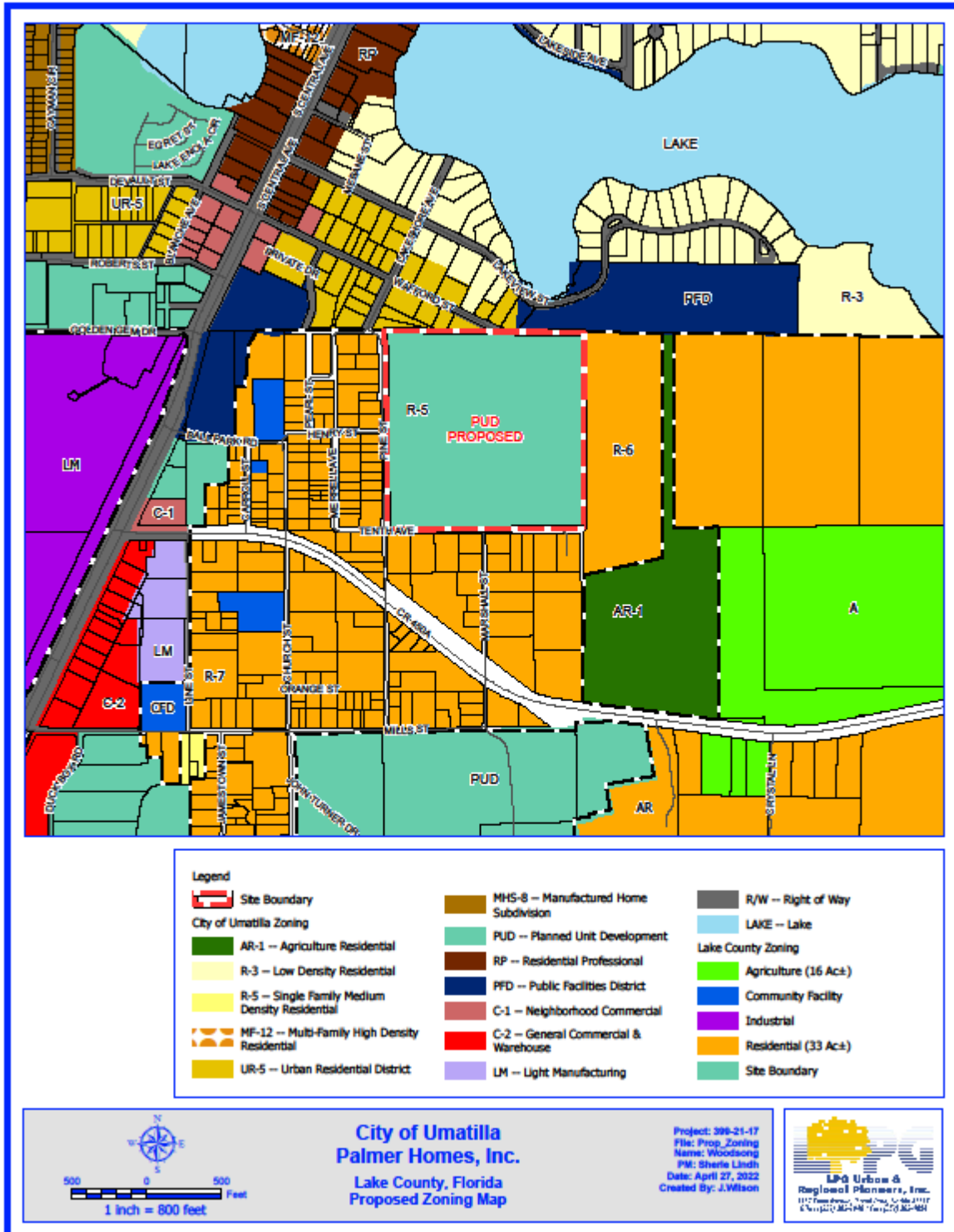
PARCEL 1:

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:

As to City:	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286 352-669-3125 Telephone
Copy to:	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
As to Owner:	Palmer Homes, Inc. 840 Lake Catherine Drive Maitland, Florida 32751 (_____) Telephone
Copy to:	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.

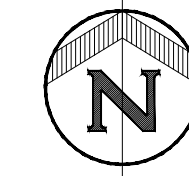
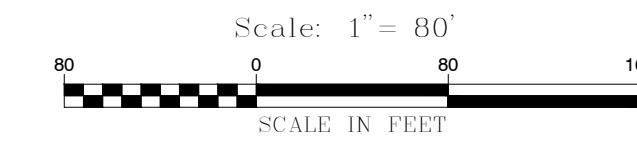
PARCEL 2:

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)



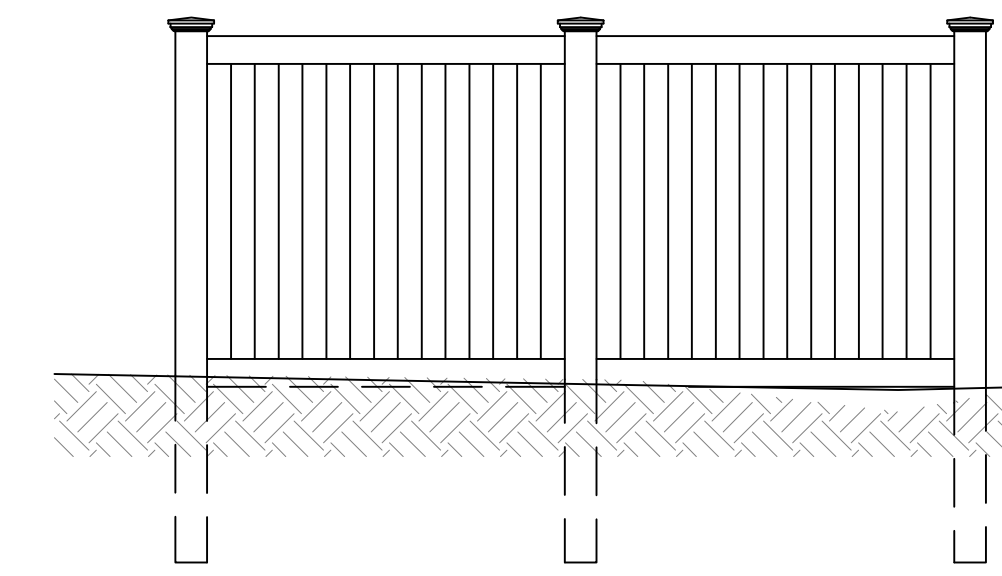
SUMMARY

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.

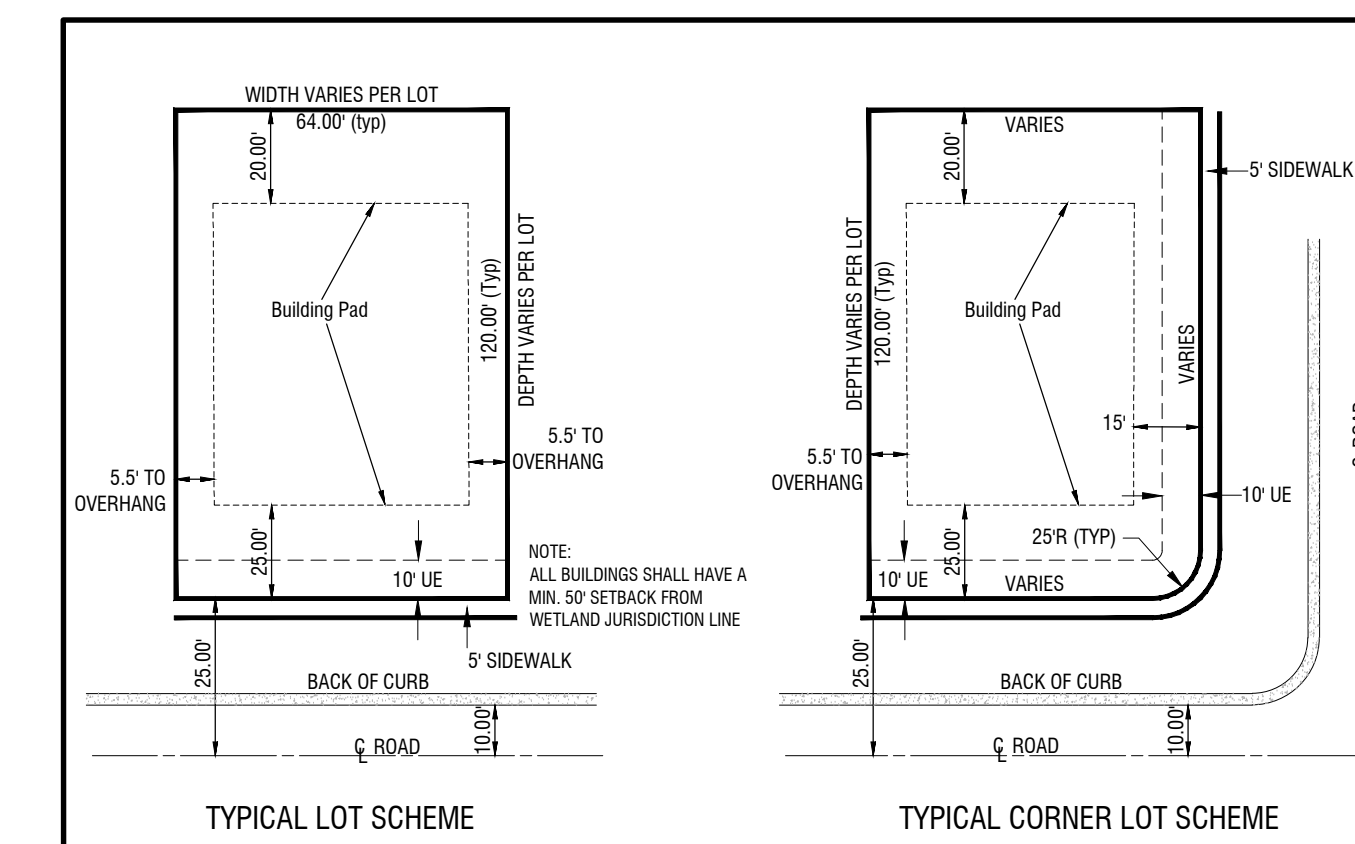


NOTE: FENCE TO BE 6" HIGH PVC VINYL FENCE WITH LANDSCAPING & IRRIGATION PER CITY OF UMATILLA SPECIFICATIONS.

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

WOODSONG

PUD PLAN



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: May 12, 2022

MEETING DATE: May 17, 2022

SUBJECT: Staff Presentation

ISSUE: How Do We Grow

BACKGROUND SUMMARY:

Staff will lead discussion that addresses how the city grows with regards to new residential development, population projects and impacts on public services.

STAFF RECOMMENDATIONS:

FISCAL IMPACTS:

COUNCIL ACTION:

Reviewed by City Attorney Yes No N/A

Reviewed by City Engineer Yes No N/A

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
April 12, 2022 through April 18, 2022

ARRESTS

4/14/2022	12:44 pm	Codi York Umatilla	Was arrested for Domestic Battery by Strangulation, Burglary, Criminal Mischief, Grand Theft and Violation of a No Contact Order.
-----------	-------------	-----------------------	---

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

4/14/2022	6:30 pm	Victoriano Rodriguez	No valid drivers license.
-----------	------------	-------------------------	---------------------------

REPORTS FILED

4/12/2022	4:05 pm	Officers responded to a construction site on Cassady Street for a report of theft.	
4/13/2022	1:11 pm	Officers responded to Lakeside Avenue in reference to a verbal dispute. One party left the residence.	
4/18/2022	7:02 am	Officers responded to the Dollar General in Altoona in reference to a dumpster fire.	
4/18/2022	8:54 am	A handgun was turned into for destruction.	

ACTIVITY BREAKDOWN

ARRESTS	2
DISPATCHED CALLS	103
TRAFFIC STOPS	31
TRAFFIC CITATIONS ISSUED	3

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
April 19, 2022 through April 25, 2022

ARRESTS

--	--	--	--

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

--	--	--	--

REPORTS FILED

4/19/2022	8:56 a.m.	A report was taken at the high school in reference to a cars paint being scraped and damaged.
4/19/2022	4:09 p.m.	Officers responded to Trowell Avenue in reference to a fight between two juveniles.
4/21/2022	2:35 p.m.	Officers assisted DCF with an investigation on Orange Avenue.
4/22/2022	1:34 p.m.	Officers located an abandoned bicycle on Cassady Street.

ACTIVITY BREAKDOWN

ARRESTS	0
DISPATCHED CALLS	100
TRAFFIC STOPS	46
TRAFFIC CITATIONS ISSUED	3

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
May 3, 2022 through May 9, 2022

ARRESTS

5/09/2022	9:00 p.m.	Trey Baker Umatilla	Officers responded to Lakeside Ave in reference to an active warrant for simple battery. Trey Baker was taken to Lake County Jail.
-----------	--------------	------------------------	--

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a			
-----	--	--	--

REPORTS FILED

5/03/2022	5:10 p.m.	Officers responded to a residence on Aragon Avenue in reference to several juveniles threatening another juvenile.
5/04/2022	9:41 p.m.	Officers transported a person to Lifestream Behavioral Center for treatment under the Baker Act.
5/08/2022	6:07 a.m.	An officer was conducting a property check at Cadwell Park and found that the men's restroom door had been kicked in.

ACTIVITY BREAKDOWN

ARRESTS	1
DISPATCHED CALLS	104
TRAFFIC STOPS	33
TRAFFIC CITATIONS ISSUED	0

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
April 26, 2022 through May 2, 2022

ARRESTS

4/28/2022	6:10 p.m.	Stephen Fauteux, Ft. Lauderdale	Booked into the Lake County Jail for exposure of sexual organs.
4/29/2022	12:45 a.m.	James Pollard, Umatilla	Booked in to the Lake County Jail for domestic battery and resisting officers with violence.
4/30/2022	10:00 p.m.	Jesus Padilla, Umatilla	Arrested and booked into the Lake County Jail for battery, resisting officer without violence and possession of paraphernalia.
5/02/2022	5:35 p.m.	Peter Stephany, Jr. Altoona	Officers made a traffic stop due to driver traveling at a high rate of speed. Was found to have warrant out of Marion County. He was transported to the Lake County Jail.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

5/02/2022	9:00 p.m.	Marquis Gilliard, Eustis	Driving with license suspended with knowledge.
-----------	--------------	-----------------------------	--

REPORTS FILED

4/27/2022	10:26 am	Officers responded to a residence on Winogene Avenue in reference to a possible violation of an injunction.	
5/02/2022	3:17 p.m.	Officers took a report of mail theft on Ardlussa Street.	

ACTIVITY BREAKDOWN

ARRESTS	5
DISPATCHED CALLS	73
TRAFFIC STOPS	11
TRAFFIC CITATIONS ISSUED	1



Umatilla Public Library FY 21-22



April 2022

City Monthly Reports FY 21-22				
	Q 1	Q 2	April 2022	FY 21-22
Visits (<i>door count halved</i>)	6,839	8,801	2,975	18,615
Checkouts	7,778	9,089	3,116	19,983
E-Books (digital)	963	844	351	2,158
Total Circulation	8,741	9,933	3,467	22,141
New Patrons	79	88	30	197
Computer use	418	569	262	1,249
Attendance Family Programs	728	149	82	959
Attendance Adult Programs	78	81	17	176
Attendance Teen Programs	28	9	0	37
Attendance Juvenile Programs	321	726	260	1,307
Total # of Programs	64	86	359	509
Meeting room Rental	-	-	0	-
Cash to city	\$ 1,199.62	\$ 2,690.89	\$ 642.91	\$ 4,533.42

Highlights

Library Advisory Board: Mary Nichols is officially the new Lake County Library Advisory Board member representing Umatilla. Robert “Harvey” Miller is the alternate. We appreciate their service.

Food for Fines: The libraries are collecting food for various food banks. The Umatilla Public Library is accepting donations in May of canned or dried food, baby and hygiene products. All collections will be donated to the Umatilla Middle School “The Rock” Food Pantry.

Summer Reading Program: The Summer Reading Program begins officially on May 31, 2022. There will be reading incentives for children and teens. We will also have weekly drawings for children and teens and a monthly drawing for adult readers.