

UMATILLA CITY COUNCIL MEETING
APRIL 5, 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 March 15, 2022

MAYOR'S MESSAGE

PUBLIC COMMENT

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

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

PRESENTATIONS

- 2. Water Conservation Month Proclamation*
- 3. FDOT SR 19 Restoration Project Presentation*

CONSENT AGENDA

- 4. Appointment of Liaison to serve on the Lake County Library Advisory Board*

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

NEW BUSINESS

- 5. Halff Engineering Design Contract Approval for Wastewater Central Lift Station and Force Main Design Project*
- 6. FDOT Highway SR 19 Maintenance Memorandum of Agreement*

REPORTS

Staff Reports

Police Department Press Releases
Library Report for February 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
March 15, 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, Development and Public Works Director; Regina Frazier, Finance Director Police Chief Adam Bolton; Gwen Johns, City Clerk; Amy Stultz, Library Director; Misti Lambert, Assistant to the City Manager

AGENDA REVIEW

Mr. Blankenship suggested the following changes be made to the agenda:

Mr. Blankenship recommended the Consent Agenda item, purchase of the Martin property east of the airport, be moved into the regular agenda items.

MOTION by Council Member Adams to approve the agenda as amended;
SECOND by Council Member Butler;
Motion APPROVED by unanimous vote.

MINUTES REVIEW

1. Approval of City Council Meeting minutes dated March 1, 2022

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

MAYOR'S MESSAGE

PUBLIC COMMENT

There were none.

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

2. Request for Authority to Purchase Martin Property, located on the East side of the Umatilla Municipal Airport and Contingent upon Receipt of Grant Funding Referenced in Resolution 2022-08

Scott Blankenship, City Manager, noted Jack Thompson, GAI Consultant, is present to answer questions regarding authorization of the purchase of property adjacent to the airport. Mr. Blankenship said this property purchase is for approximately 47± acres on the east side of the airport and this purchase would be 100% funded with grant dollars.

MOTION by Council Member Nichols to approve purchase of the Martin property;
SECOND by Council Member Butler;
Motion APPROVED by unanimous vote.

3. Resolution No. 2022-08, Acceptance of FDOT Public Transportation Grant Funding for the Acquisition of Property located on the East side of the Umatilla Municipal Airport

Lewis Stone, City Attorney, read Resolution No. 2022-08 by title only.

RESOLUTION NO. 2022-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, ACCEPTING THE PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) 438497-2-94-01 FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF ACQUIRING 47± ACRES LOCATED EAST OF THE UMATILLA MUNICIPAL AIRPORT; AUTHORIZING CITY OFFICIALS TO EXECUTE SAID AGREEMENT; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Blankenship reminded everyone this property has been on the airport master plan for an extended length of time but has not become available until now. The City is fortunate to be able to have a good partnership with FDOT and with GAI Consultants. This is an opportunity for the property to be purchased with 100% grant funding. He said the state requires the City to protect the area surrounding the airport from disturbances and the best way to do that is to acquire property.

Mr. Blankenship also expressed his appreciation to the seller for being willing to allow the City to acquire this property at the appraised value.

**MOTION by Council Member Nichols to approve Resolution No. 2022-08;
SECOND by Council Member Butler;
Motion APPROVED by unanimous vote.**

Jack Thompson, GAI Consultants, explained how the City obtains a grant such as this for the acquisition of property.

4. Second Reading of Ordinance No. 2022-102, Larou Tattoo Special Exception Use

Lewis Stone, City Attorney, read Ordinance No. 2022-102 by title only.

ORDINANCE NO. 2022-102

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 TATTOO PARLOR, LOCATED IN THE C-2 ZONING DISTRICT FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF UMATILLA, FLORIDA; OWNED BY RGJ BOLTON PROPERTIES, LLC AND LOCATED AT 680 NORTH CENTRAL AVENUE, UMATILLA, LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Blankenship looked to Aaron Mercer, Development and Public Works Director, for details.

**MOTION by Vice Mayor Creech to approve Resolution No. 2022-08;
SECOND by Council Member John Nichols;
Motion APPROVED by the following roll call vote.**

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

NEW BUSINESS

5. Request Approval of Phillips Manufacturing Purchase of Real Property Agreement

Mr. Blankenship provided information relative to allowing Phillips Manufacturing to purchase the City’s former sprayfield property. He said approval of the real property agreement

Council Member Adams asked if Lake County would repair Golden Gem Road. Mr. Blankenship said there was a previous discussion with Lake County regarding Golden Gem, and the City was willing to take over jurisdiction of the road. That discussion was never formalized and therefore the road is still under the jurisdiction of the County.

The Phillips Manufacturing manufactures the wire mesh used for building construction. He explained the process.

Vice Mayor Creech asked if there is any indication of the number of jobs to be created. Mr. Blankenship said he believes it will be at least twenty jobs to start, but ultimately looking at 40-50 jobs.

Mayor Adcock asked if there would be any environmental issues with the property since it has been used as a sprayfield. Aaron Mercer, Development and Public Services Director, stated the property is environmentally safe to develop.

Peter Milton, 39526 Golden Gem, said the area seems to be more residential and the proposed use will create additional traffic impact.

Mr. Mercer said a traffic study will be required as part of the site development. Mayor Adcock asked if when they file for a PUD if they would submit for a traffic study as part of it and Mr. Mercer said it would be an impact analysis.

Mayor Adcock asked if a study shows extensive road improvements necessary, who would be responsible and Mr. Blankenship said it would be negotiated.

**MOTION by Council Member Adams to approve the Phillips Manufacturing Purchase;
SECOND by Council Member Butler;
Motion carried by a unanimous voice vote.**

REPORTS

Lewis Stone, Attorney – Nothing to Report.

Scott Blankenship, City Manager – Nothing to Report

Council Member Nichols – Nothing to Report.

Council Member Adams – March 31, 2022, the Museum will have their membership barbeque event.

Vice Mayor Creech – Nothing to Report.

Council Member Butler asked about Owens Lane. Mr. Blankenship responded a meeting was held with Lake County and they do have equipment to smooth out the road and make it gradable. Staff is looking at ways to improve Owens Lane. We know structurally, it would be cost prohibitive to pave the road from end to end. However, there may be a portion of the road that could be paved to make it more serviceable.

Mayor Adcock reported he attended the municipalities joint planning meeting at the Venetian Center in Leesburg, Sean Parks thanked the City for participating.

Mr. Mercer provided an update on FRDAP Grants.

Ms. Stultz said the citywide yard sale was a success.

Ms. Lambert stated on Thursday the Lowe's project will begin at the city swimming pool.

ADJOURNMENT

With no further business for discussion, meeting adjourned at approximately 6:51 p.m.

Kent Adcock, MAYOR

Gwen Johns, MMC
City Clerk



PROCLAMATION

CITY OF UMATILLA, FLORIDA

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, Water Management Districts and City of Umatilla are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Umatilla and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Umatilla has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water, thus promoting a healthy economy and community; and

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Umatilla, and on behalf of the City of Umatilla City Council do hereby proclaim the month of April as

WATER CONSERVATION MONTH

The City of Umatilla, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to conserve water.

Signed and Sealed this 5th day of April, 2022.

Kent Adcock, MAYOR

CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: March 25, 2022

MEETING DATE: April 5, 2022

SUBJECT: FDOT Highway SR 19 Restoration Project

ISSUE: Presentation

BACKGROUND SUMMARY:

The Florida Department of Transportation will begin the 1.25 mile State Road 19 resurfacing and restriping project within the Umatilla City limits early May of 2022.

This project included sidewalk and ADA improvements, repaving and restriping along with intersection improvements at Cassady/Guerrant Streets, Bulldog/Ocala Streets and Umatilla Blvd.

FDOT awarded this project to Halifax Construction for \$2,535,605 and will run approximately 178 days, ending in early December.

STAFF RECOMMENDATIONS: Approval

FISCAL IMPACTS:



SR19 3-RRR Project

- Resurfacing
- Restoration
- Rehabilitation
- 1.25 miles

Halifax Paving

- Contract: 178 Days
- Budget: \$2,535,605
- Begins May 2022

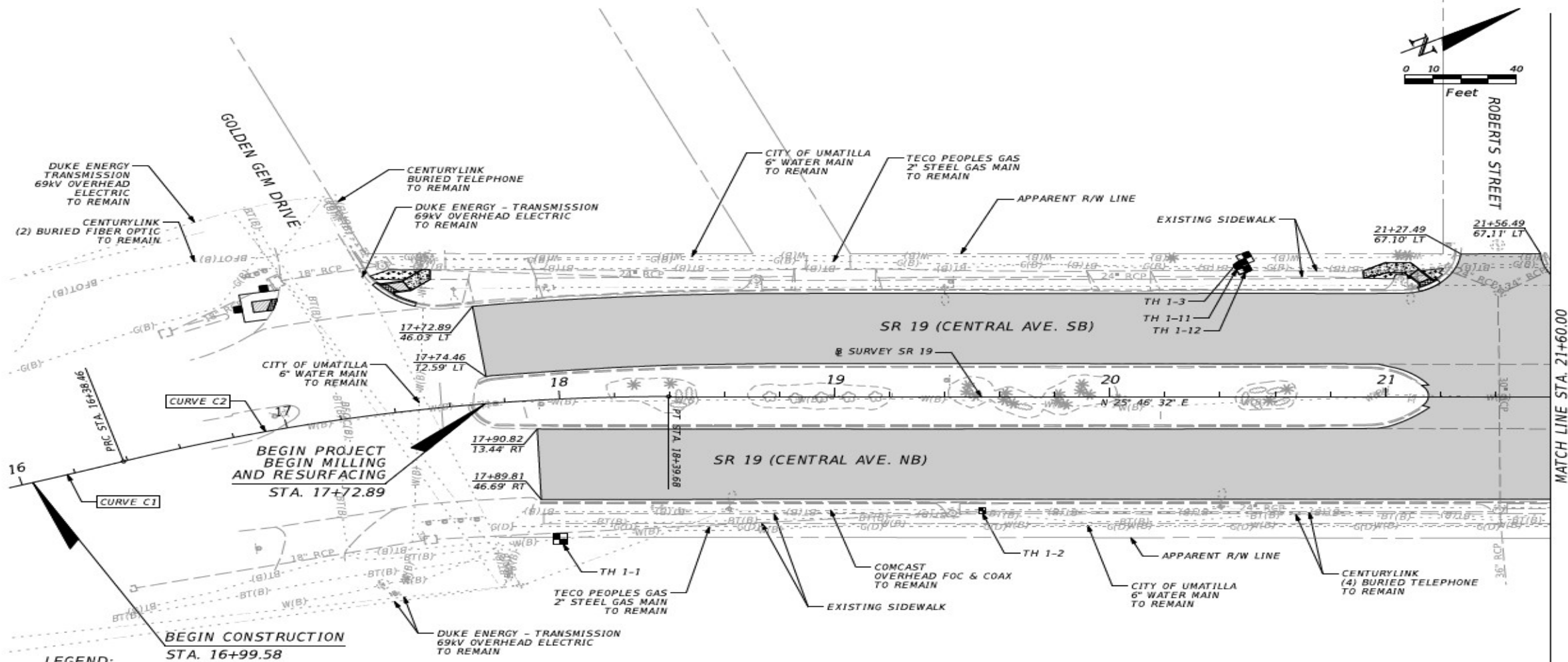
Location Map







Begin - Golden Gem Drive



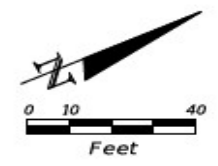
LEGEND:

- MILLING AND RESURFACING
- DETECTABLE WARNING SURFACE
- 4" CONCRETE SIDEWALK
- 6" CONCRETE
- REMOVE EXIST. CONCRETE
- REPLACE WITH SOD
- SEDIMENT BARRIER

CURVE DATA C1
 PI STA. = 14+13.54
 Δ = 16° 42' 38" (LT)
 D = 3° 41' 17"
 T = 228.16
 L = 453.09
 R = 1,553.51
 PC STA. = 11+85.37
 PT STA. = 16+38.46

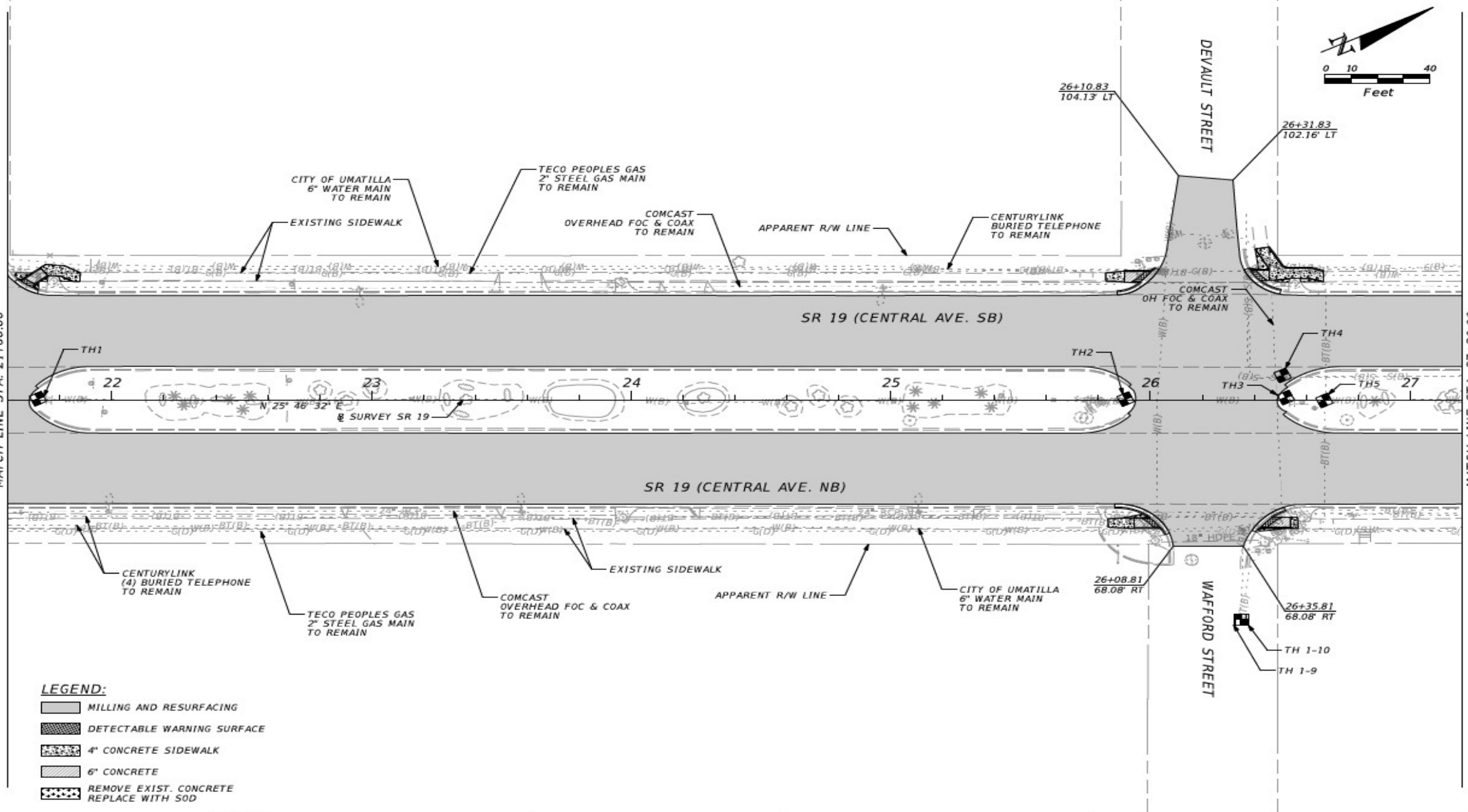
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 D = 8° 41' 23"
 T = 101.39
 L = 201.21
 R = 659.35
 PC STA. = 16+38.46
 PT STA. = 18+39.68

DATE		REVISIONS		 DISTRICT FIVE - DESIGN Naziru M. Isaac, P.E. No.: 67535 719 South Woodland Blvd. Deland, Florida 32720	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	SHEET NO. 13
DESCRIPTION	DATE	DESCRIPTION	ROAD NO.		COUNTY	FINANCIAL PROJECT ID			
		PRELIMINARY			SR 19	LAKE	437938-1-52-01		



MATCH LINE STA. 21+60.00

MATCH LINE STA. 27+20.00



LEGEND:

- MILLING AND RESURFACING
- DETECTABLE WARNING SURFACE
- 4" CONCRETE SIDEWALK
- 6" CONCRETE
- REMOVE EXIST. CONCRETE
REPLACE WITH SOD

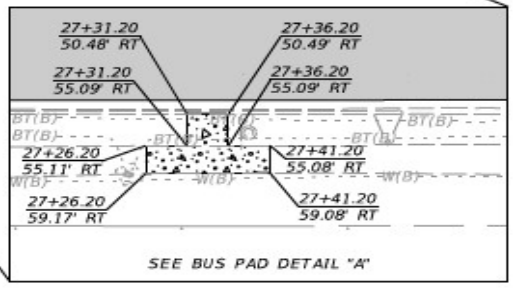
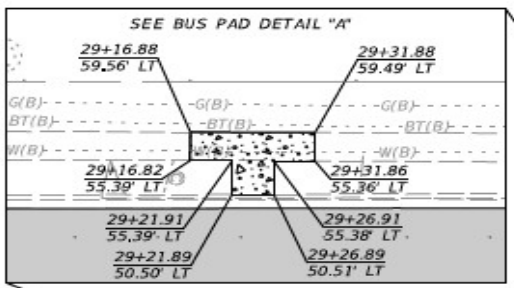
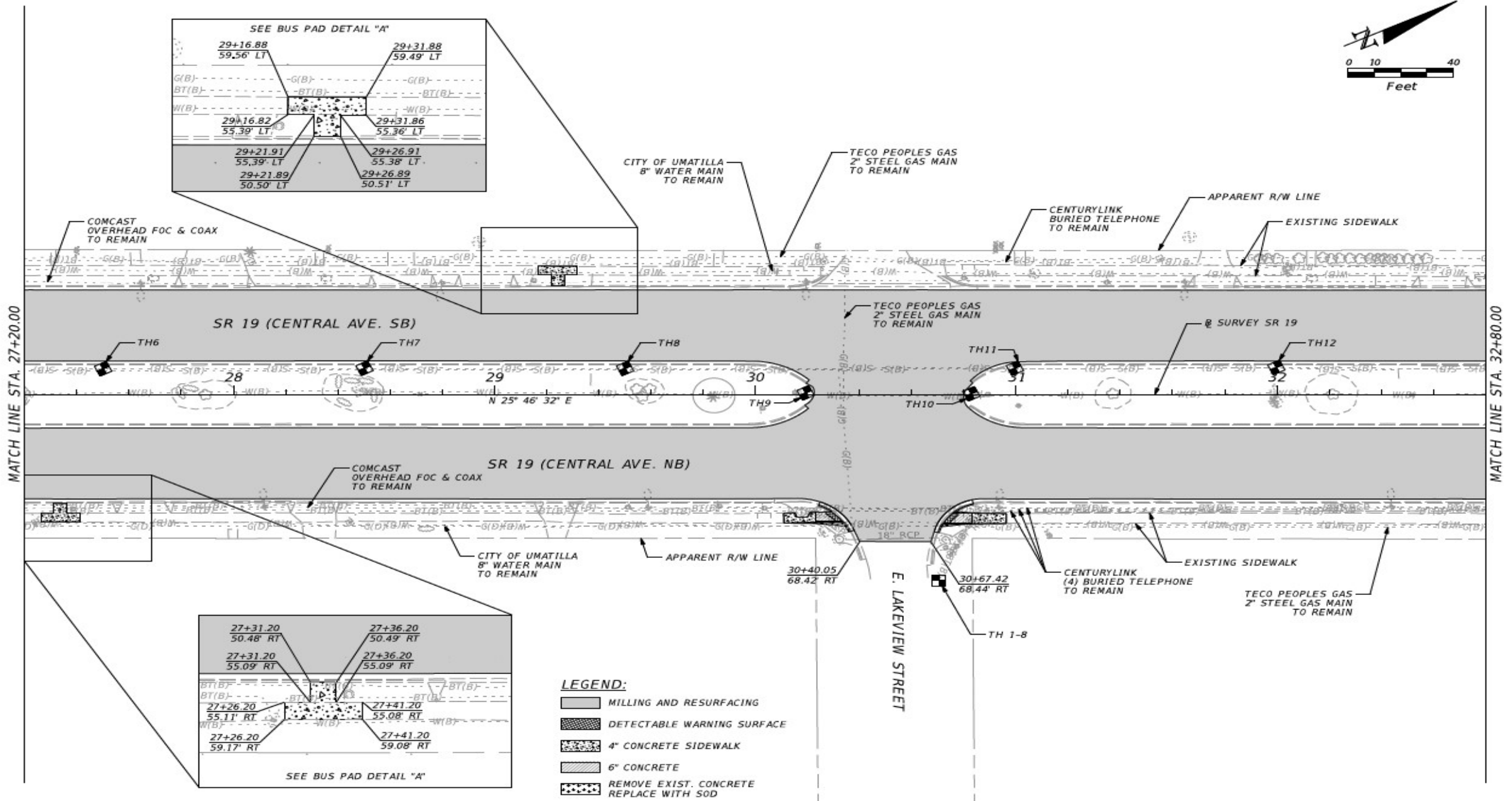
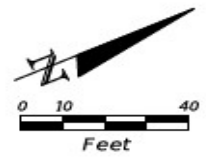
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
PRELIMINARY			

DISTRICT FIVE - DESIGN
Maizru M. Isaac, P.E.
 No.: 67535
 719 South Woodland Blvd.
 Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

ROADWAY PLAN

SHEET NO.
14



- LEGEND:**
- MILLING AND RESURFACING
 - DETECTABLE WARNING SURFACE
 - 4" CONCRETE SIDEWALK
 - 6" CONCRETE
 - REMOVE EXIST. CONCRETE REPLACE WITH SOD

REVISIONS	
DATE	DESCRIPTION

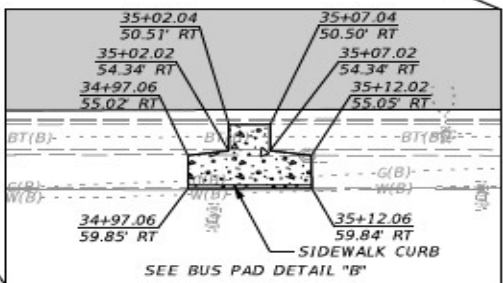
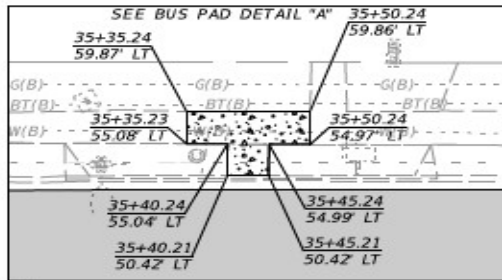
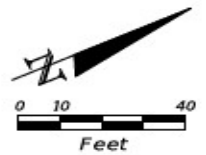
DATE	DESCRIPTION

DISTRICT FIVE - DESIGN
 Matthew M. Isaac, P.E.
 No.: 67535
 719 South Woodland Blvd.
 Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

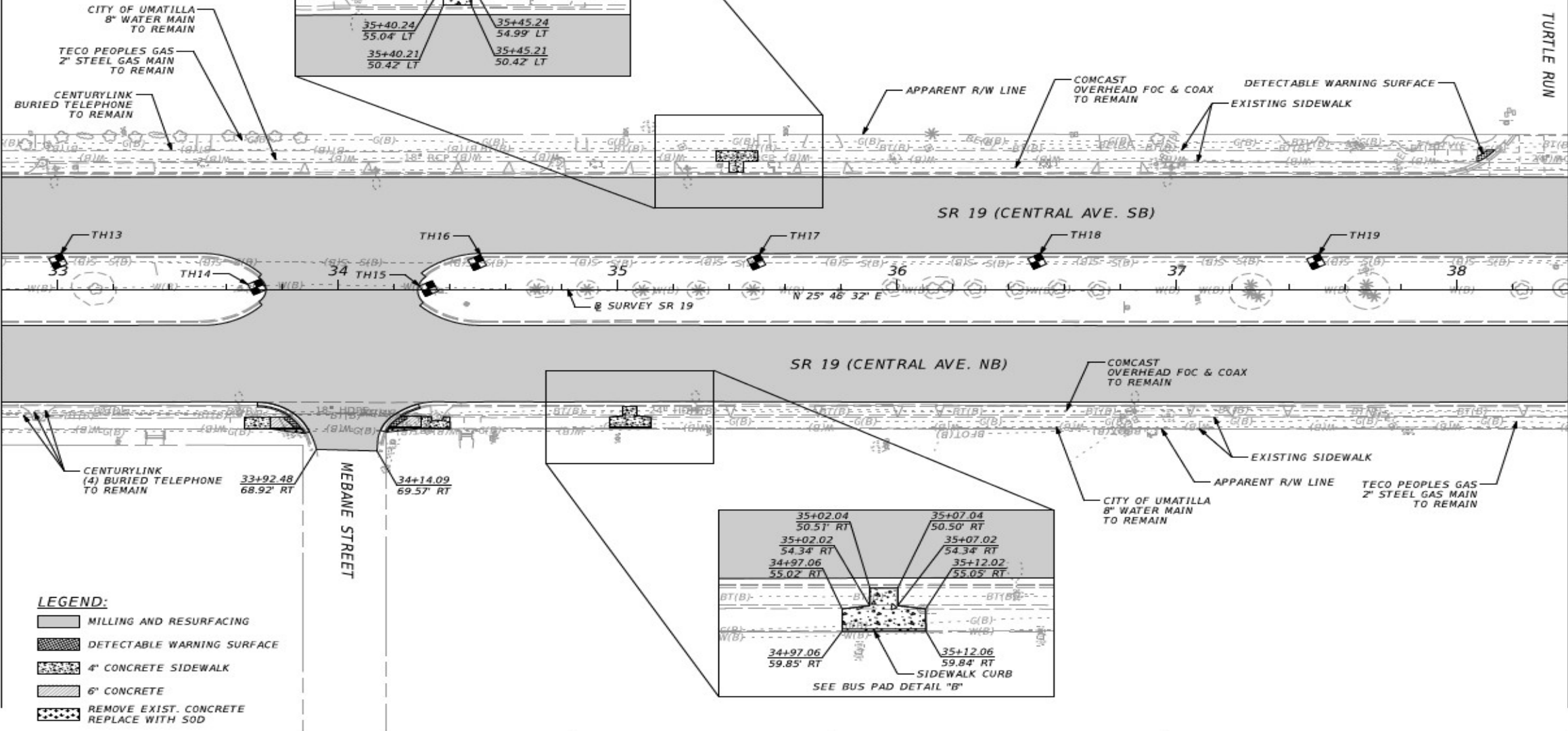
ROADWAY PLAN

SHEET NO.
15



MATCH LINE STA. 32+80.00

MATCH LINE STA. 38+40.00



- LEGEND:**
- MILLING AND RESURFACING
 - DETECTABLE WARNING SURFACE
 - 4" CONCRETE SIDEWALK
 - 6" CONCRETE
 - REMOVE EXIST. CONCRETE REPLACE WITH SOD

REVISIONS	
DATE	DESCRIPTION

DISTRICT FIVE - DESIGN

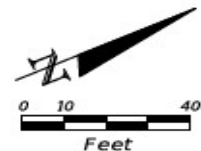
Nashira M. Isaacs, P.E.
No.: 67535
719 South Woodland Blvd.
Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

ROADWAY PLAN

SHEET NO.
16

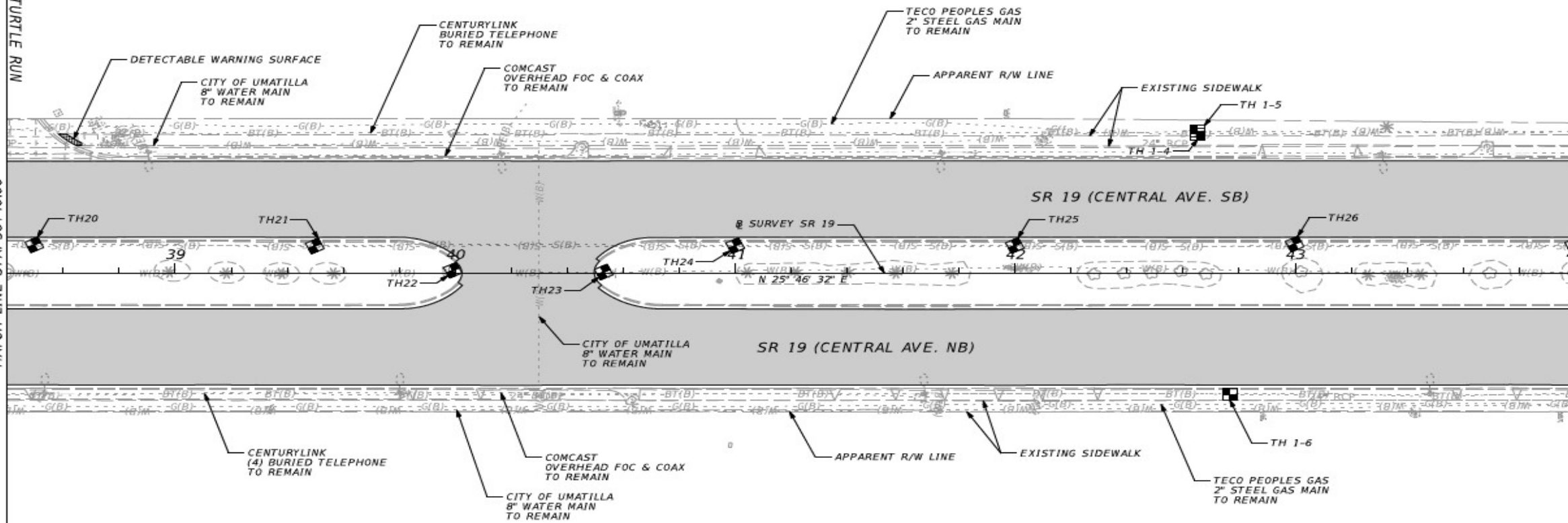
PRELIMINARY



TURTLE RUN

MATCH LINE STA. 38+40.00

MATCH LINE STA. 44+00.00



LEGEND:

MILLING AND RESURFACING

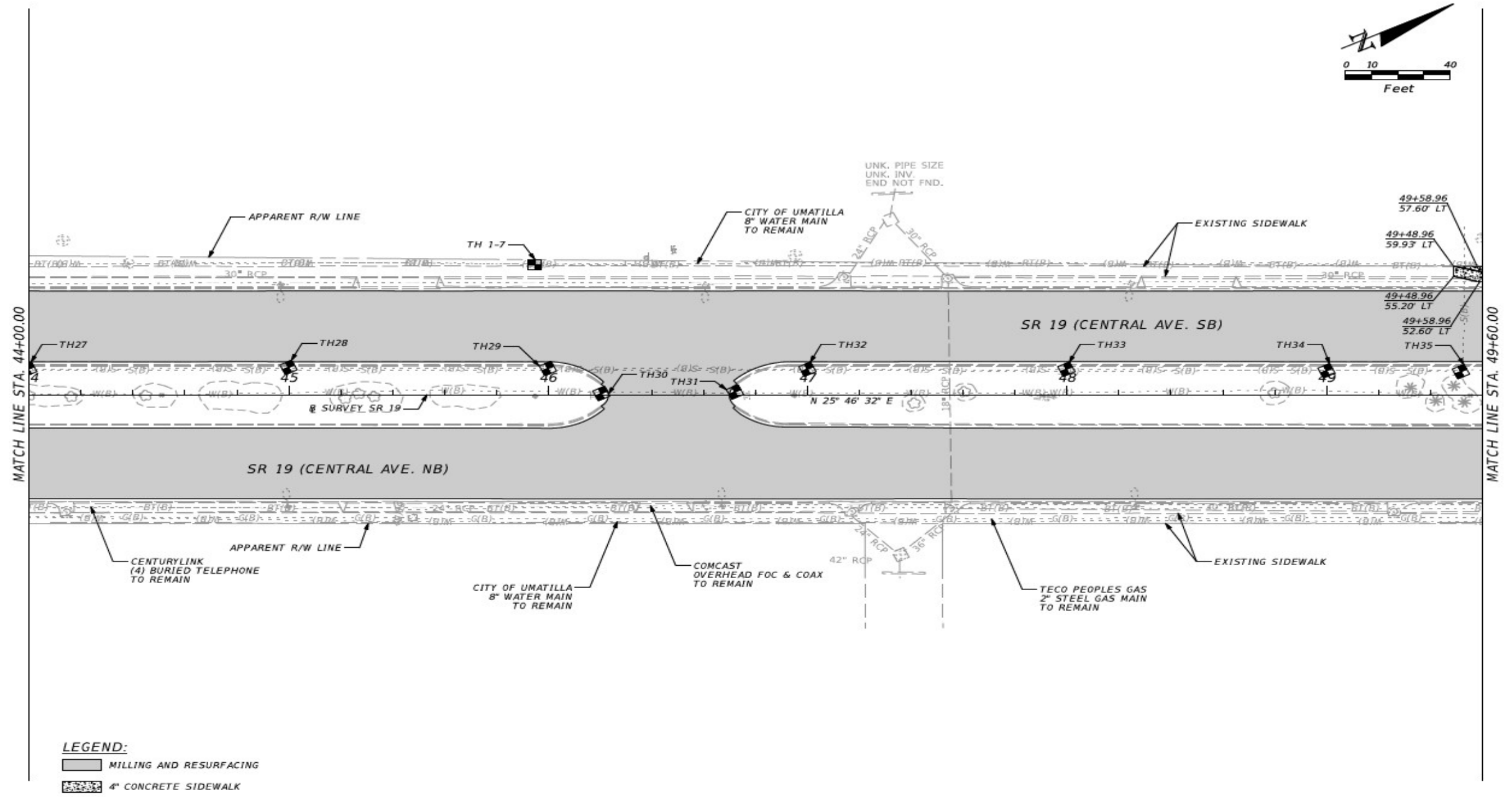
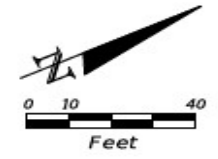
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
			PRELIMINARY



DISTRICT FIVE - DESIGN
Nastru M. Isaacs, P.E.
 No.: 67535
 719 South Woodland Blvd.
 Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

ROADWAY PLAN	
SHEET NO. 17	



- LEGEND:**
- MILLING AND RESURFACING
 - 4" CONCRETE SIDEWALK

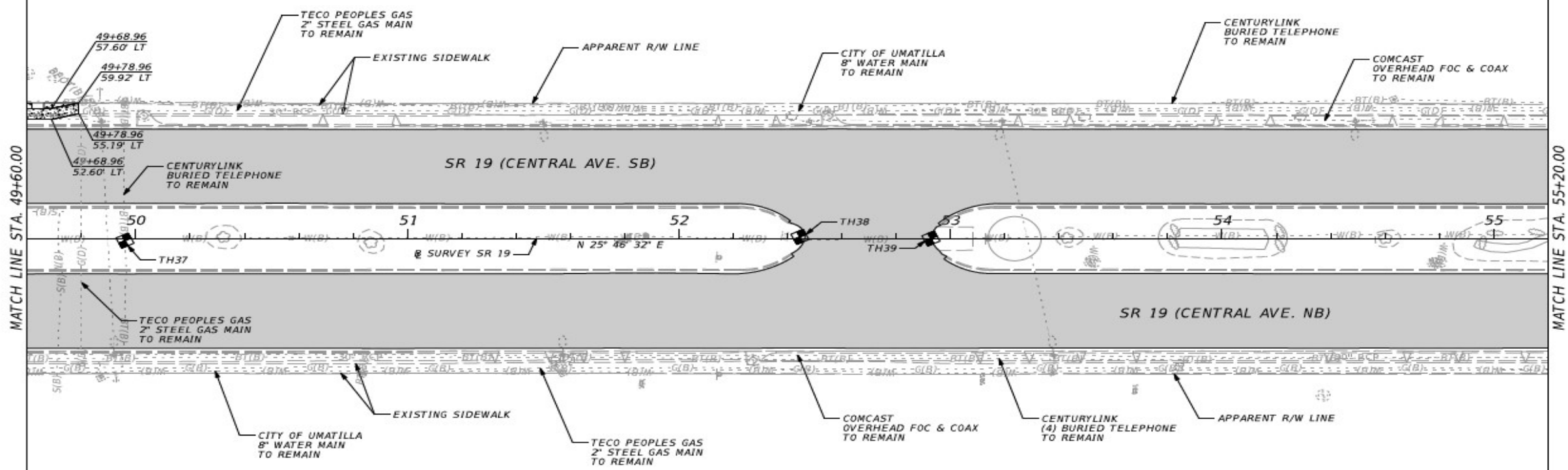
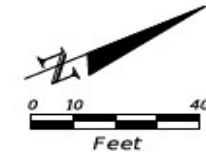
REVISIONS	
DATE	DESCRIPTION

DISTRICT FIVE - DESIGN

Mastru M. Isaac, P.E.
No.: 67535
719 South Woodland Blvd.
Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

ROADWAY PLAN



LEGEND:

- MILLING AND RESURFACING
- REMOVE EXIST. CONCRETE
REPLACE WITH SOD
- 4" CONCRETE SIDEWALK

REVISIONS	
DATE	DESCRIPTION

DATE	DESCRIPTION

PRELIMINARY



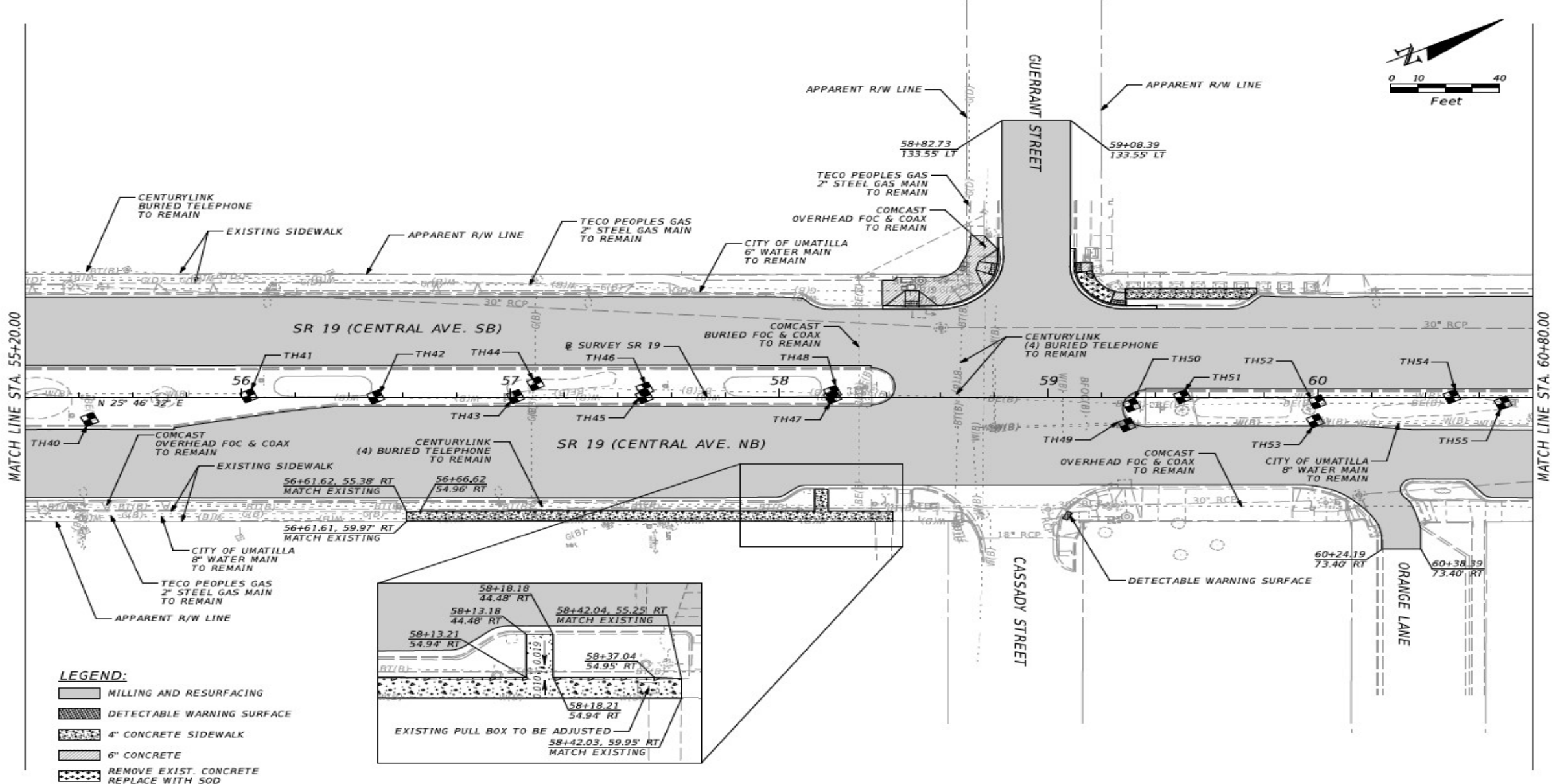
DISTRICT FIVE - DESIGN
Naziru M. Isaac, P.E.
 No.: 67535
 719 South Woodland Blvd.
 Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
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SR 19	LAKE	437938-1-52-01

ROADWAY PLAN

SHEET NO.
19

Improvements at Cassady Street and Guerrant Street



REVISIONS	
DATE	DESCRIPTION

DATE	DESCRIPTION

DISTRICT FIVE - DESIGN

Walter M. Isaac, P.E.
No.: 67535

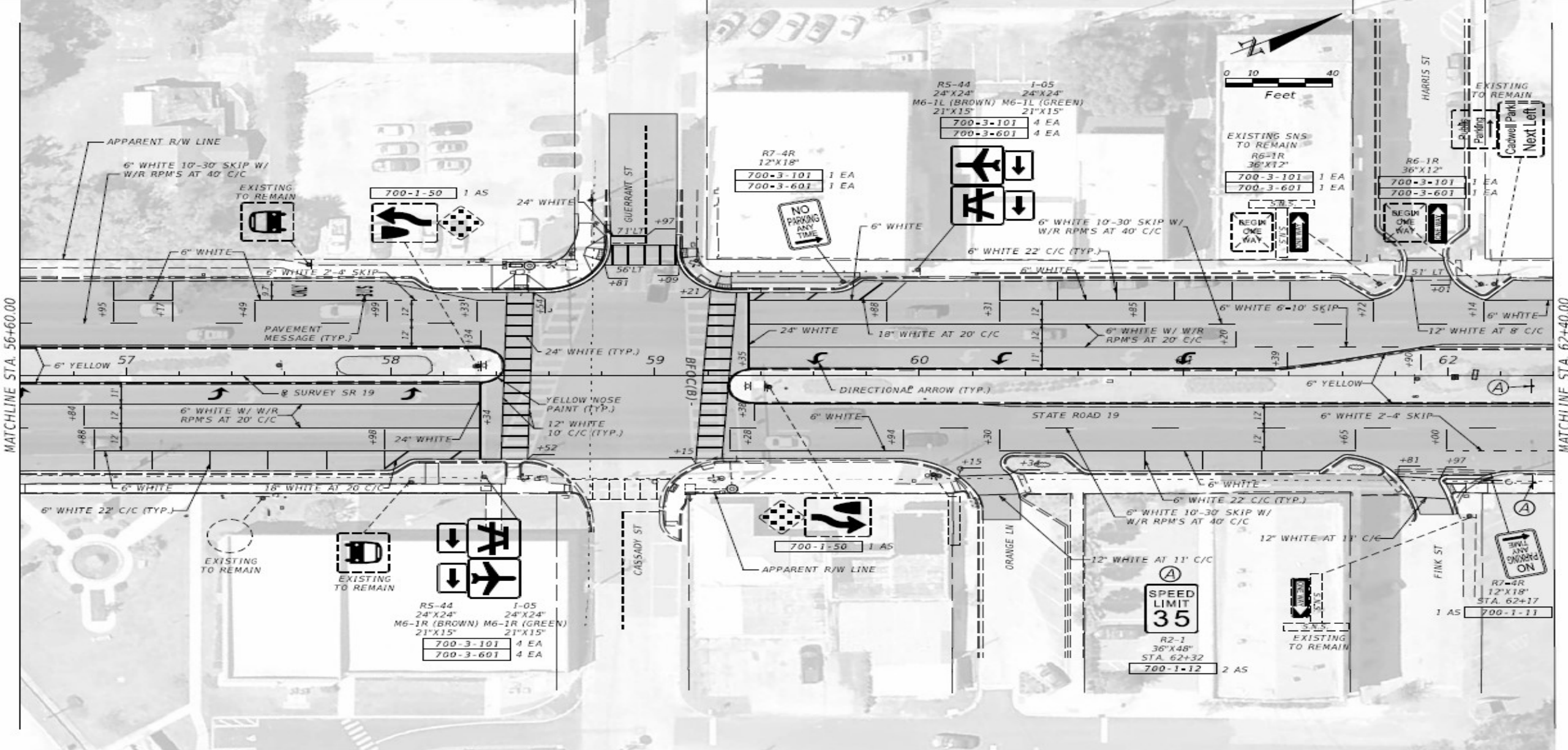
719 South Woodland Blvd.
Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

ROADWAY PLAN

SHEET NO. 20

Signage at Cassady Street and Guerrant Street



MATCHLINE STA. 56+60.00

MATCHLINE STA. 62+40.00

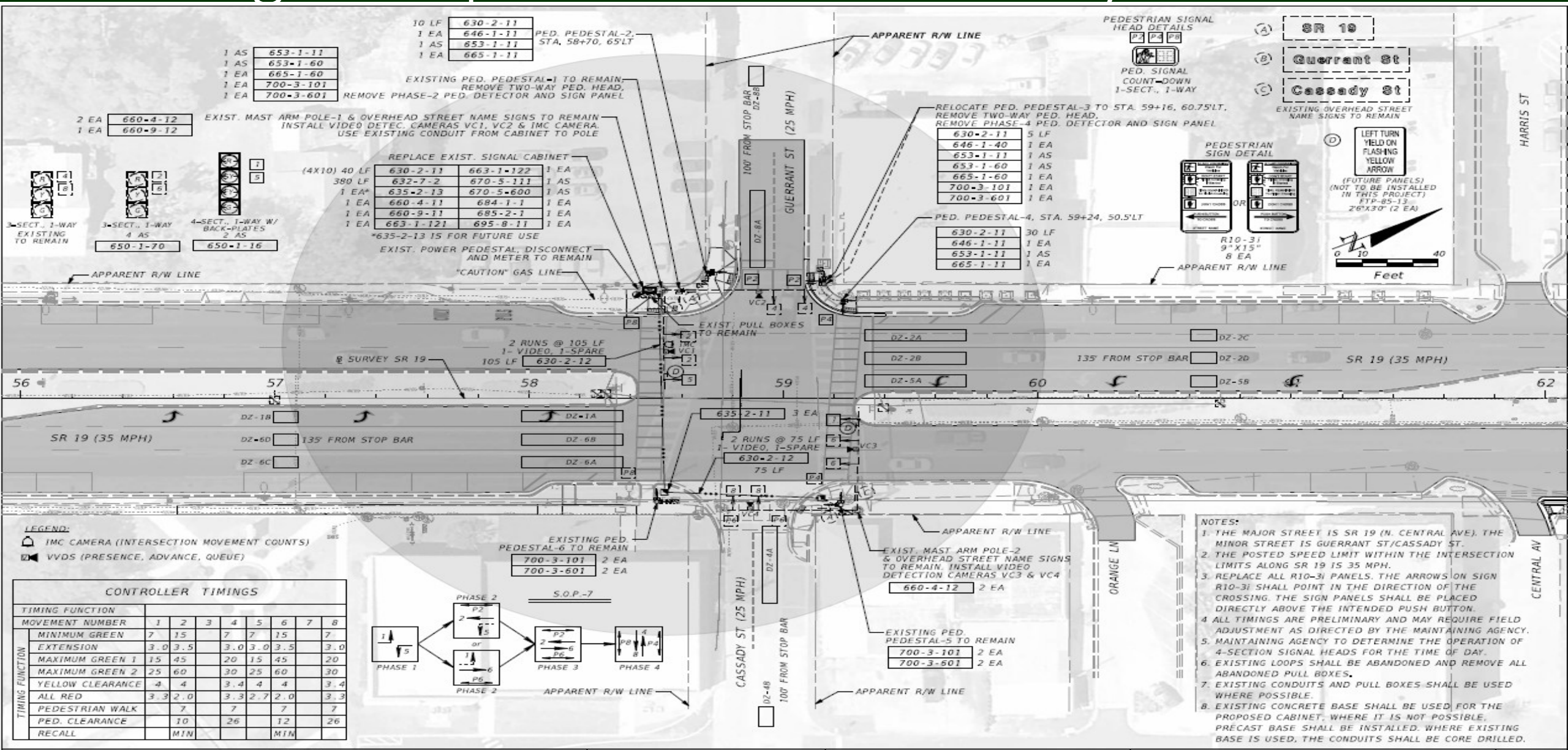
REVISIONS	
DATE	DESCRIPTION

DISTRICT FIVE - DESIGN
 Ayman A. Mohamed, P.E., P.T.O.E.
 No. 60117
 719 South Woodland Blvd.
 Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

SIGNING AND PAVEMENT MARKING PLANS

Traffic Signal Improvements at Cassady & Guerrant



- 1 AS 653-1-11
- 1 AS 653-1-60
- 1 EA 665-1-60
- 1 EA 700-3-101
- 1 EA 700-3-601



APPARENT R/W LINE

56

57

58

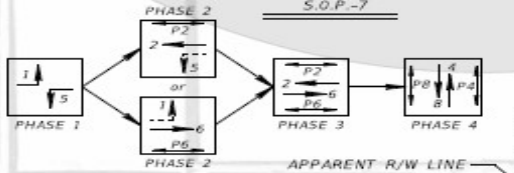
59

60

62

- LEGEND:**
- IMC CAMERA (INTERSECTION MOVEMENT COUNTS)
 - VVDS (PRESENCE, ADVANCE, QUEUE)

CONTROLLER TIMINGS								
TIMING FUNCTION	1	2	3	4	5	6	7	8
MINIMUM GREEN	7	15	7	7	15	7		
EXTENSION	3.0	3.5	3.0	3.0	3.5	3.0		
MAXIMUM GREEN 1	15	45	20	15	45	20		
MAXIMUM GREEN 2	25	60	30	25	60	30		
YELLOW CLEARANCE	4	4	3.4	4	4	3.4		
ALL RED	3.3	2.0	3.3	2.7	2.0	3.3		
PEDESTRIAN WALK	7		7		7			
PED. CLEARANCE	10		26		12			
RECALL		MIN			MIN			



- NOTES:**
1. THE MAJOR STREET IS SR 19 (N. CENTRAL AVE). THE MINOR STREET IS GUERRANT ST/CASSADY ST.
 2. THE POSTED SPEED LIMIT WITHIN THE INTERSECTION LIMITS ALONG SR 19 IS 35 MPH.
 3. REPLACE ALL R10-3I PANELS. THE ARROWS ON SIGN R10-3I SHALL POINT IN THE DIRECTION OF THE CROSSING. THE SIGN PANELS SHALL BE PLACED DIRECTLY ABOVE THE INTENDED PUSH BUTTON.
 4. ALL TIMINGS ARE PRELIMINARY AND MAY REQUIRE FIELD ADJUSTMENT AS DIRECTED BY THE MAINTAINING AGENCY.
 5. MAINTAINING AGENCY TO DETERMINE THE OPERATION OF 4-SECTION SIGNAL HEADS FOR THE TIME OF DAY.
 6. EXISTING LOOPS SHALL BE ABANDONED AND REMOVE ALL ABANDONED PULL BOXES.
 7. EXISTING CONDUITS AND PULL BOXES SHALL BE USED WHERE POSSIBLE.
 8. EXISTING CONCRETE BASE SHALL BE USED FOR THE PROPOSED CABINET. WHERE IT IS NOT POSSIBLE, PRECAST BASE SHALL BE INSTALLED. WHERE EXISTING BASE IS USED, THE CONDUITS SHALL BE CORE DRILLED.

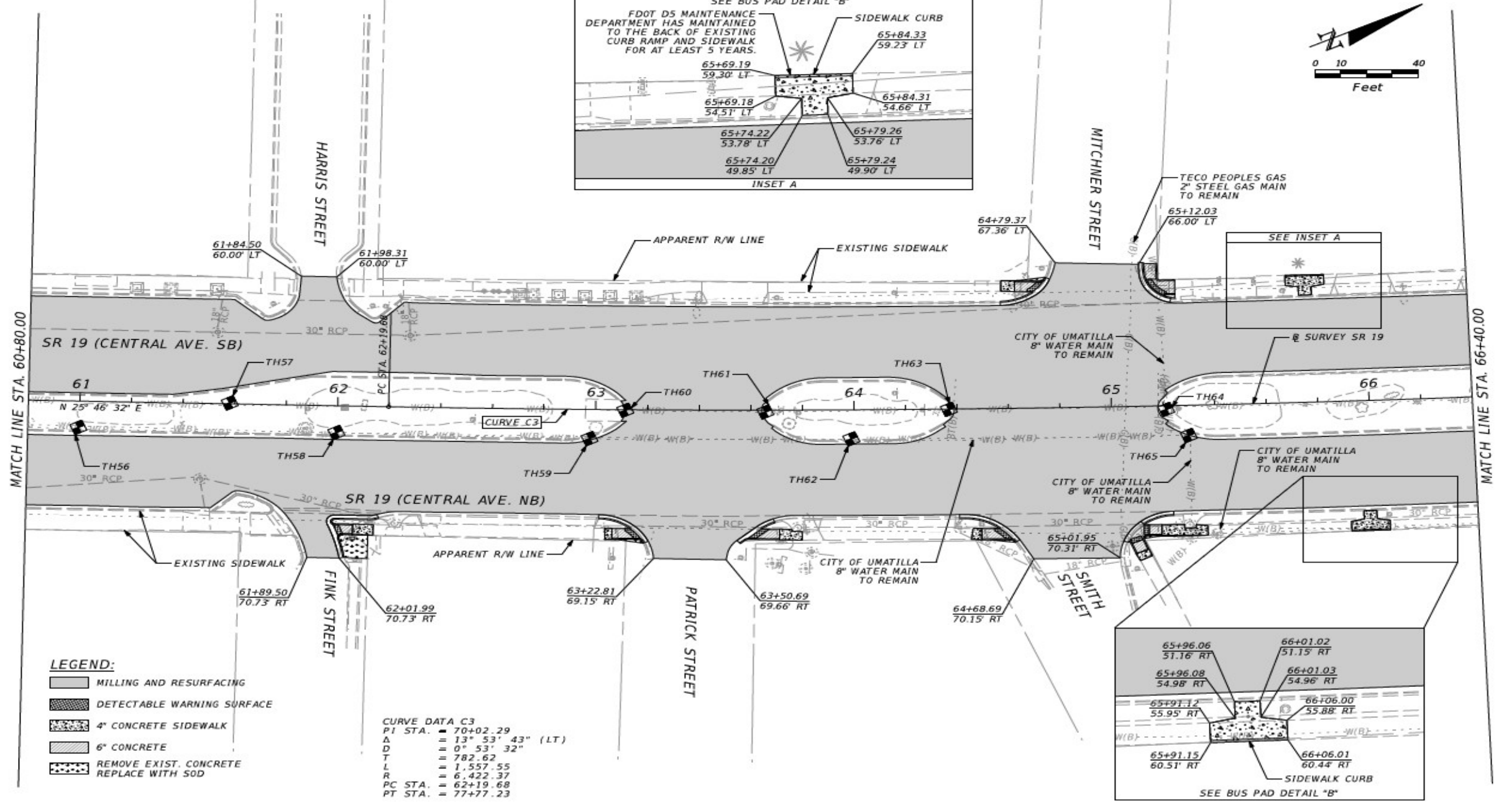
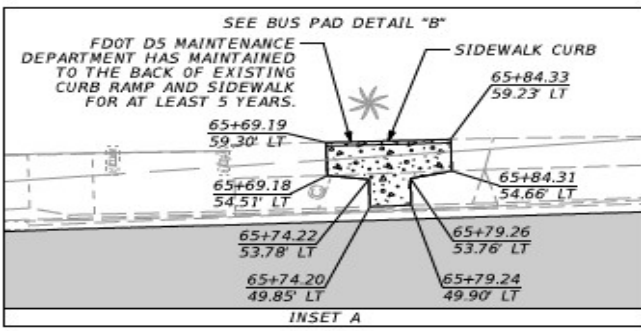
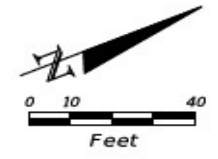
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DISTRICT FIVE - DESIGN
 Ayman A. Mohamed, P.E., P.T.O.E.
 No.: 61777
 719 South Woodland Blvd.
 Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

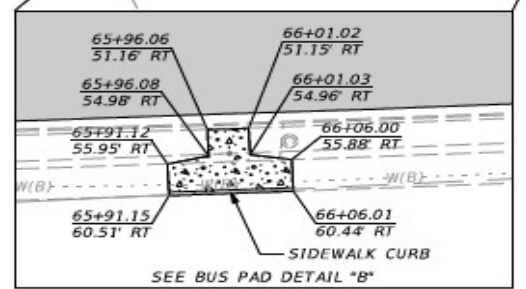
SIGNALIZATION PLAN

SHEET NO. T-5



- LEGEND:**
- MILLING AND RESURFACING
 - DETECTABLE WARNING SURFACE
 - 4" CONCRETE SIDEWALK
 - 6" CONCRETE
 - REMOVE EXIST. CONCRETE REPLACE WITH SOD

CURVE DATA C3
 PI STA. = 70+02.29
 Δ = 13° 53' 43" (LT)
 D = 0° 53' 32"
 T = 782.62
 L = 1,557.55
 R = 6,422.37
 PC STA. = 62+19.68
 PT STA. = 77+77.23



REVISIONS		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION
			PRELIMINARY

DISTRICT FIVE - DESIGN
 Naziru M. Isaac, P.E.
 No.: 67535
 719 South Woodland Blvd.
 Deland, Florida 32720

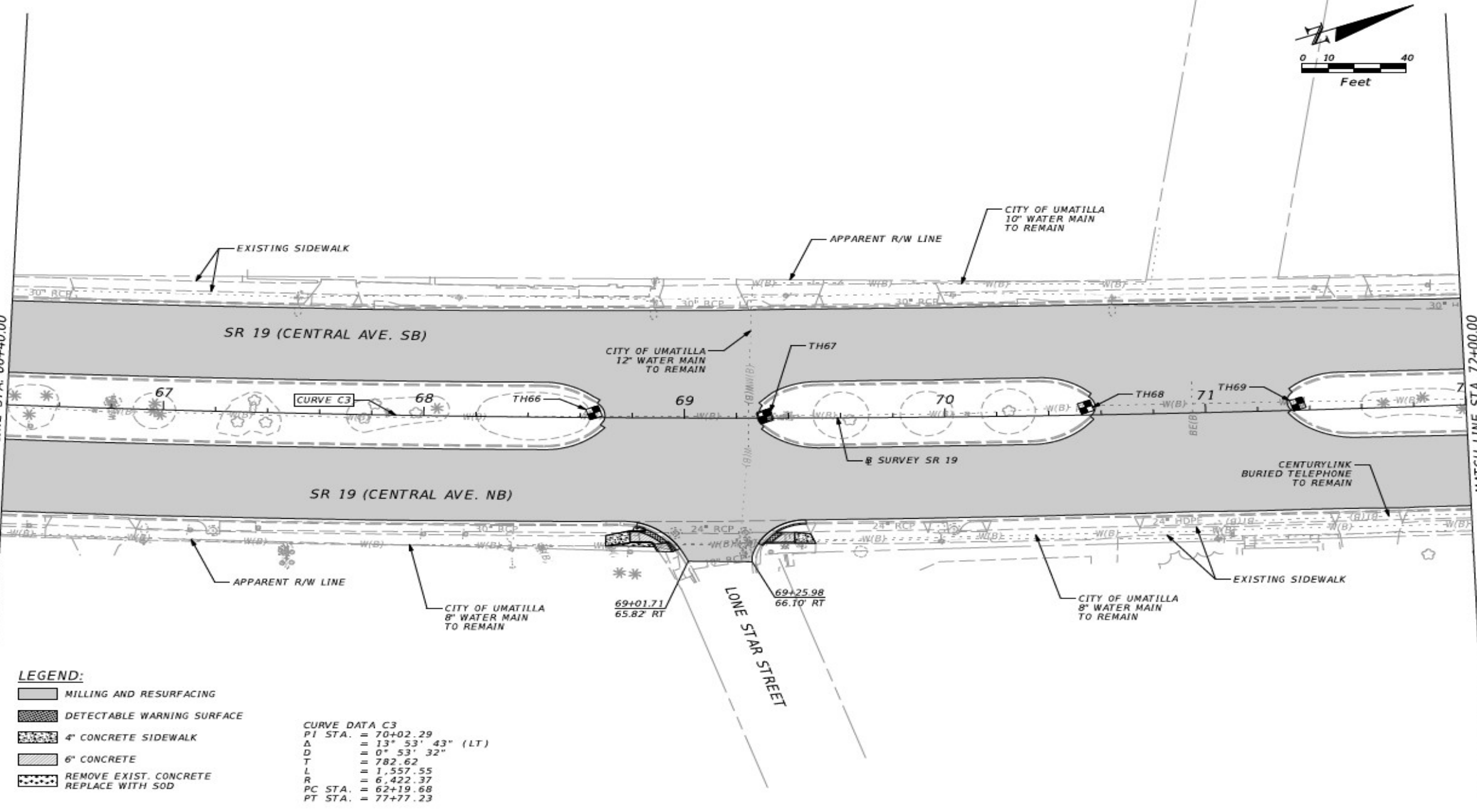
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

ROADWAY PLAN		SHEET NO.
		21



MATCH LINE STA. 66+40.00

MATCH LINE STA. 72+00.00



- LEGEND:**
- MILLING AND RESURFACING
 - DETECTABLE WARNING SURFACE
 - 4" CONCRETE SIDEWALK
 - 6" CONCRETE
 - REMOVE EXIST. CONCRETE
REPLACE WITH SOD

CURVE DATA C3
 PI STA. = 70+02.29
 Δ = 13° 53' 43" (LT)
 D = 0° 53' 32"
 T = 782.62
 L = 1,557.55
 R = 6,422.37
 PC STA. = 62+19.68
 PT STA. = 77+77.23

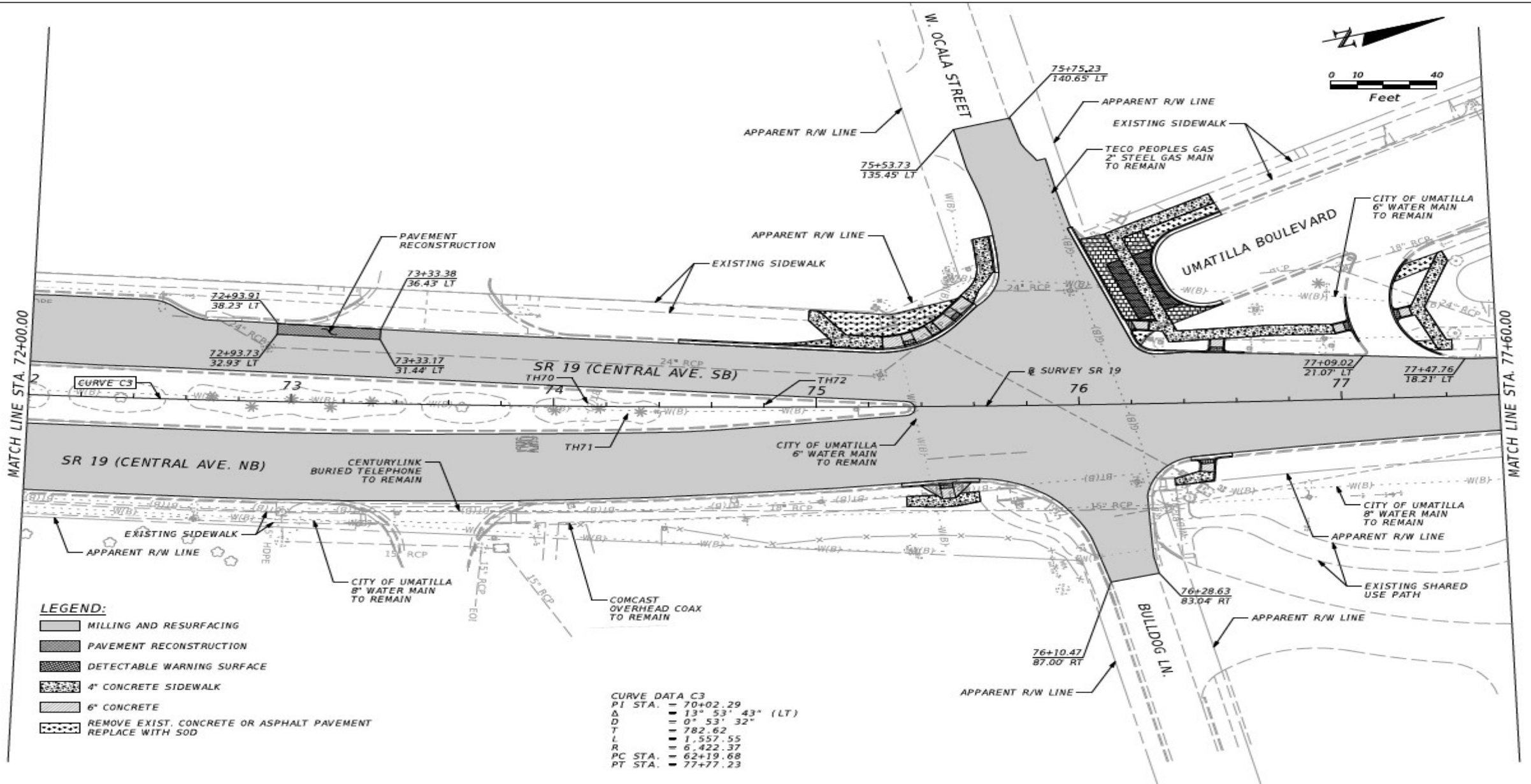
REVISIONS		REVISIONS	
DATE	DESCRIPTION	DATE	DESCRIPTION
		PRELIMINARY	

DISTRICT FIVE - DESIGN
Walter M. Isaac, P.E.
 No.: 67535
 719 South Woodland Blvd.
 Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

ROADWAY PLAN
SHEET NO. 22

Improvements at Ocala Street/ Umatilla Blvd.



REVISIONS	
DATE	DESCRIPTION

DISTRICT FIVE - DESIGN
Walter M. Isaac, P.E.
 No.: 67335
 719 South Woodland Blvd.
 Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

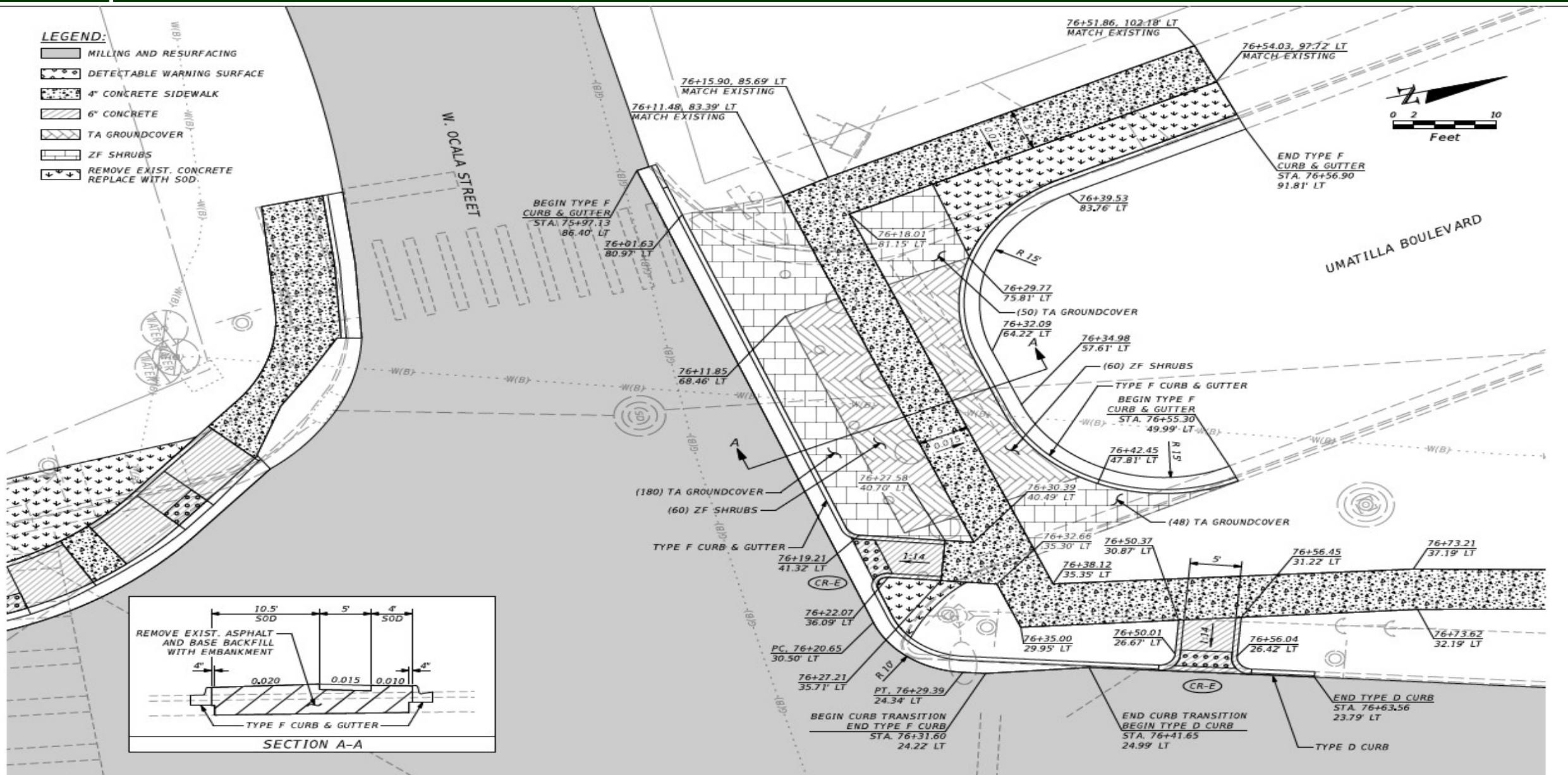
ROADWAY PLAN

SHEET NO.
24

Improvements at Umatilla Blvd.

LEGEND:

- MILLING AND RESURFACING
- DETECTABLE WARNING SURFACE
- 4" CONCRETE SIDEWALK
- 6" CONCRETE
- TA GROUNDCOVER
- ZF SHRUBS
- REMOVE EXIST. CONCRETE
REPLACE WITH SOD



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

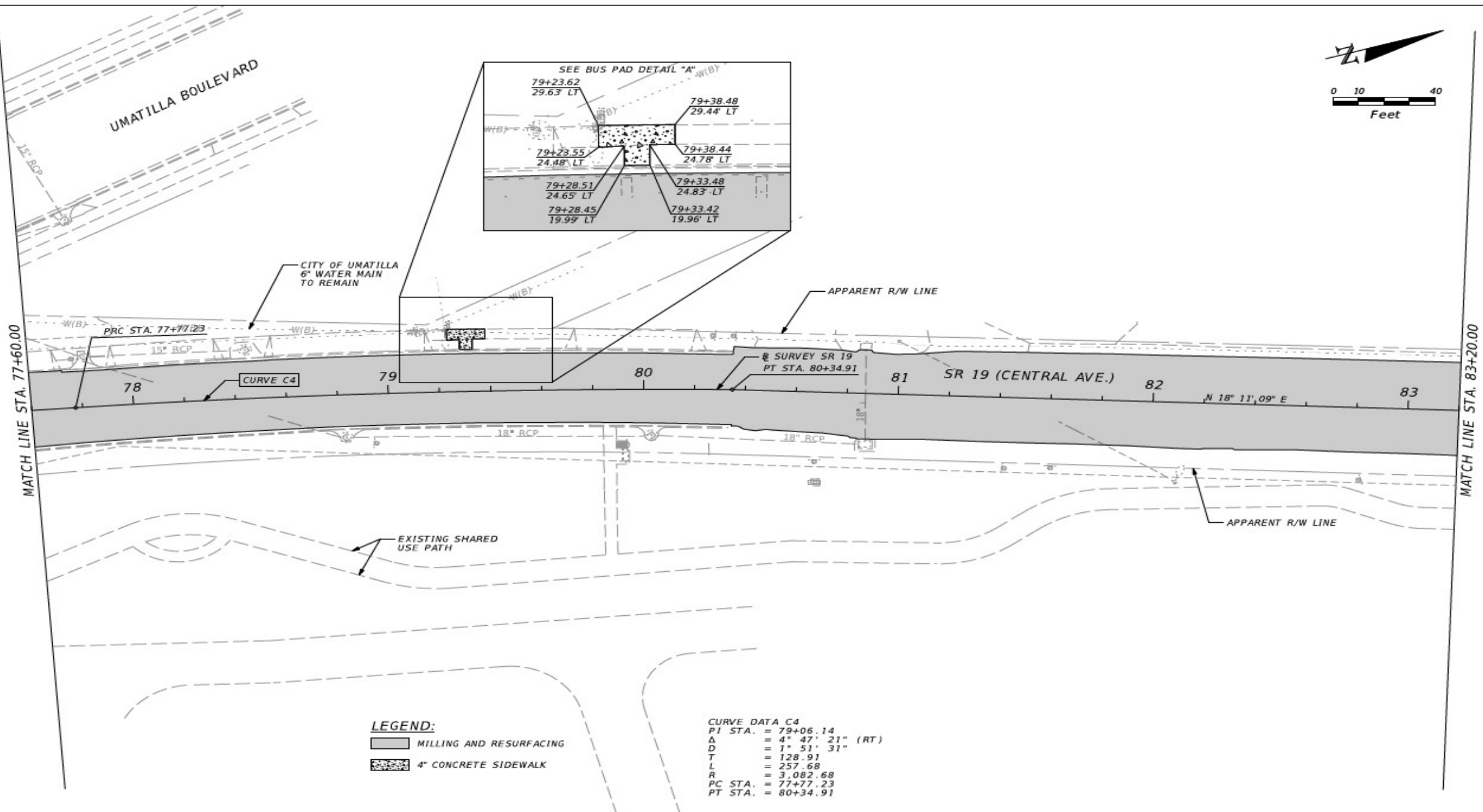
DISTRICT FIVE - DESIGN
Mazru M. Isaac, P.E.
 No.: 67535
 719 South Woodland Blvd.
 Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

PLAN DETAILS

8/11/2021 2:16:00 PM C:\Projects\43793815201\roadway\PLANRD02.dgn

SHEET NO.
41



LEGEND:
 MILLING AND RESURFACING
 4" CONCRETE SIDEWALK

CURVE DATA C4
 P1 STA. = 79+06.14
 Δ = 4° 47' 21" (RT)
 D = 1° 51' 31"
 T = 128.91
 L = 257.68
 R = 3,082.68
 PC STA. = 77+77.23
 PT STA. = 80+34.91

REVISIONS	
DATE	DESCRIPTION

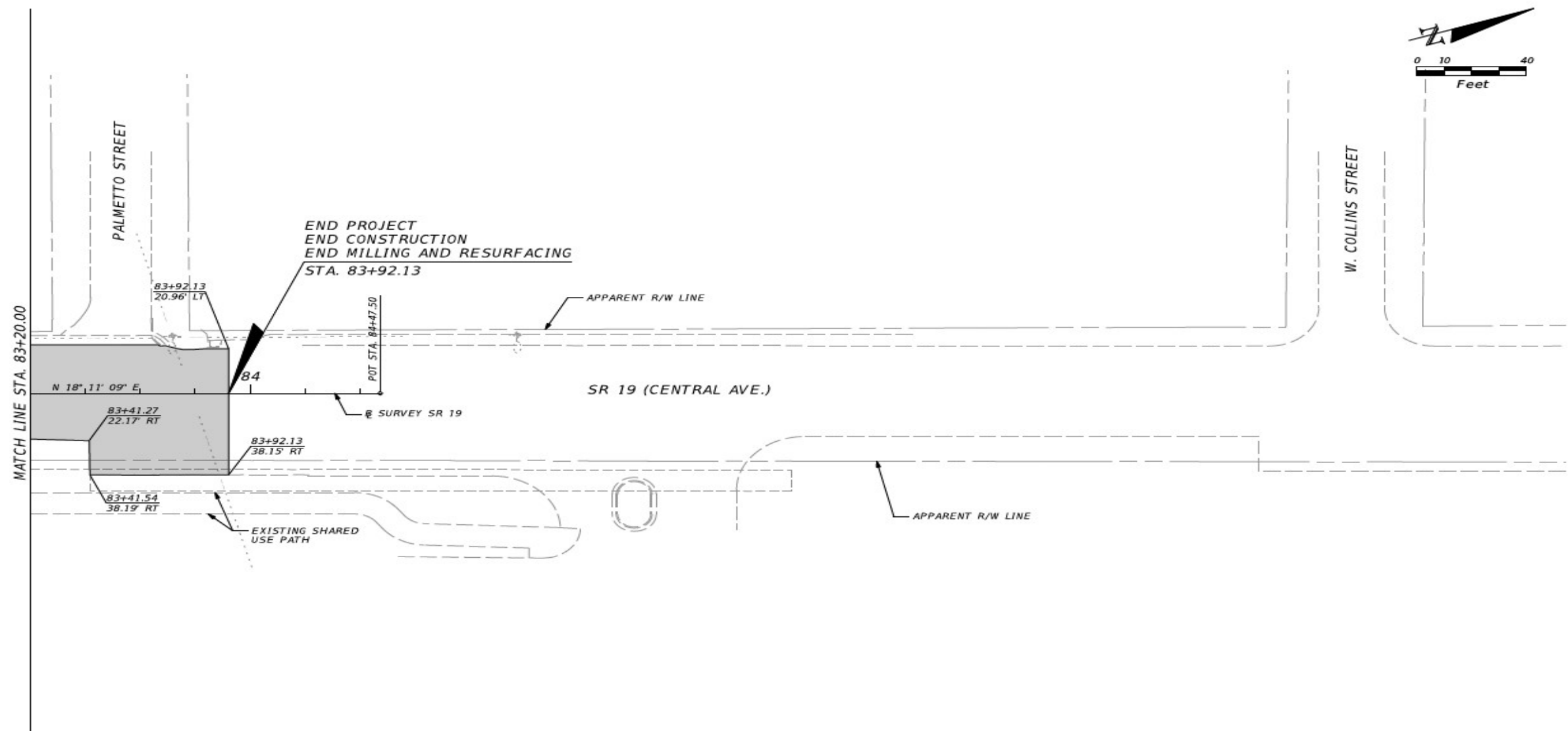
DISTRICT FIVE - DESIGN
 Wafiru M. Isaac, P.E.
 No.: 67535
 719 South Woodland Blvd.
 Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

ROADWAY PLAN

SHEET NO.
24

Project Ends at Palmetto Street



LEGEND:
 MILLING AND RESURFACING

REVISIONS	
DATE	DESCRIPTION

DATE	DESCRIPTION

PRELIMINARY



DISTRICT FIVE - DESIGN
 Naziru M. Isaac, P.E.
 No. 67535
 719 South Woodland Blvd.
 Deland, Florida 32720

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 19	LAKE	437938-1-52-01

ROADWAY PLAN

SHEET NO.
25

**CITY OF UMATILLA
AGENDA ITEM
STAFF REPORT**

DATE: March 30, 2022

MEETING DATE: April 5, 2022

SUBJECT: Appointment of Liaison to Lake County Library Advisory Board

ISSUE: Library Advisory Board Appointment

BACKGROUND SUMMARY: The Lake County Library Advisory Board makes recommendations to the Board of County Commissioners (BoCC) regarding the Library System. Umatilla Public Library is a member of the Lake County Library System. As such, the City of Umatilla has one seat on the board. Currently, available positions include the main voting member and an alternate member.

If approved by the City Council, the BoCC will approve the appointment in time for the next regularly scheduled Library Advisory Board meeting on May 19, 2022.

Board members serve four-year terms. If approved the term will be from May 2022 – April 2026.

STAFF RECOMMENDATIONS: Appointment of Mary Nichols to be the Umatilla representative on the County Library Advisory Board. Appointment of Robert Harvey Miller to be the alternate Umatilla representative on the County Library Advisory Board. Mr. Miller is currently out of town and we are awaiting his completed application.

FISCAL IMPACTS: N/A

**LAKE COUNTY BOARD/COMMITTEE
GENERAL APPLICATION**

Mr. Ms. Name: Mary R. Nichols Date: 3/23/22

Home Mailing Address: 30 Lakeview Terrace Dr
Altoona FL 32702

Home Physical Address: Same as above

County of Residence: Lake Home Phone: 352 250 7299

E-mail Address: July1929@aol.com

Education: Hillsborough County College, Tampa--Miami Dade College, Miami
Moser Business College, Chicago—Morton West High School, Berwyn, IL

Business (Name & Type): Retired

Business Address: _____

Business Phone: _____ Position: _____

Training, experience or qualifications related to board/committee to which appointment is sought:
Was Curator/Manager of the Umatilla Museum dealing with the board and public. Was an IT Specialist
with the State Attorney's Office responsible for training and troubleshooting with frequent priority
changes. Career path was various administrative positions dealing with management and personnel.

State reasons you are interested in appointment which is sought:
Enjoy being a caring part of the community as a volunteer to assist with the important role the
library provides daily. How we serve the people needs to be responsive and reflective of the
community's needs. As an alternate member of the LAB, I would be a contributor to overseeing
important decisions that affect the Lake County Library System.

Do you currently serve on a Lake County board/committee?
 Yes No *If yes, please identify each board/committee:*

Name of Board/Committee:

Have you served on a Lake County board/committee *in the past*?
 Yes No *If yes, please identify each board/committee:*

Name of Board/Committee:	Dates Served:
_____	_____
_____	_____

Do you currently work for an entity or agency that either receives funding from, or has a contract with the County to perform services?

Yes No *If yes, please identify the entity or agency:*

Are you, your spouse or children, currently an officer, director, or partner in any entity or agency that receives funding from, or has a contract with the County?

Yes No *If yes, please identify the entity or agency:*

Please check board(s)/committee(s) that interest you at this time:

Affordable Housing Advisory Committee

Board of Adjustment

**(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)*

Board of Building Examiners *(Note: A separate application is required for the Board of Building Examiners)*

**(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)*

Capital Facilities Advisory Committee (formerly: Impact Fee Committee)

Children's Services Council

Elder Affairs Coordinating Council

Keep Lake Beautiful Advisory Committee

Lake-Sumter MPO – Bicycle & Pedestrian Advisory Committee (BPAC)

Lake-Sumter MPO – Citizens' Advisory Committee (CAC)

Library Advisory Board

Mt. Plymouth-Sorrento Community Redevelopment Advisory Committee – ***Please check one:***

Property owner within the Planning Area (OR)

Resident or property owner within a three mile radius of the Planning Area

Regarding the Mt. Plymouth-Sorrento CRA, which of the following do you have experience in? Please check all that apply:

Land planning

Engineering

Architecture

Ownership or operation of a business

Community leadership/volunteerism

Parks, Recreation and Trails Advisory Board

Planning & Zoning Board

**(SEE IMPORTANT NOTE BELOW REGARDING FINANCIAL DISCLOSURE)*

Public Safety Coordinating Council

Sales Surtax Oversight Advisory Committee

Tourist Development Council

Value Adjustment Board

Water Safety Advisory Committee

Other _____

***YOU WILL BE REQUIRED TO FILE A FINANCIAL DISCLOSURE FORM, PURSUANT TO CHAPTER 112, FLORIDA STATUTES, IF APPOINTED TO THE BOARD OF ADJUSTMENT, THE BOARD OF BUILDING EXAMINERS, OR THE PLANNING AND ZONING BOARD. Also, due to Florida laws regarding dual office holding, citizens cannot serve on more than one of these above-**

mentioned boards at one time. In the event this occurs, the member will be required to resign from one of the positions.

References may be secured from the following individuals:

	Name	Address	Phone Number
1.	Walt Leesch	32 Lakeview Terrace Dr., Altoona	352-669-2691
2.	Susan Barker	12 Florabunda Cir., Apt B Orange City	352-973-1390
3.	Glenda Moore	506 E Revels Rd, Howey-in-the-Hills	352-389-9409

I will attend meetings in accordance with the adopted policies of Lake County. If at any time my business or professional interests conflict with the interests of this board or committee, I will not participate in such deliberations.


Signature of Applicant

In completing this application, you are acknowledging that personal information you provide is subject to Florida's Public Records Policy as stated in Chapter 119, Florida Statutes, and Article I, Section 24 of the State Constitution.

Additional information may be attached to this application form.

How did you learn of this vacancy?

Newspaper Ad Internet LSSC Channel 13 Friend Other

Applications are kept on file with the Board of County Commissioners for a period of six months from date of receipt. In the event a vacancy occurs and you are not appointed to a particular board/committee, your application may be reconsidered should another vacancy occur during that six month period.

Please return this completed application to:

Lake County Board of County Commissioners
County Commissioners' Office
P. O. Box 7800
Tavares, FL 32778-7800

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: March 25, 2022

MEETING DATE: April 5, 2022

SUBJECT: Wastewater Central Lift Station and Force Main Design Project

ISSUE: Contract Approval

BACKGROUND SUMMARY:

Half Engineering has submitted a design contract proposal to the City of Umatilla for the new Central Avenue Lift Station and Force Main. The contract includes services for utility locating, route survey, final design, permitting, project bidding and construction management on the adjacent property currently owned by Eric Babinec. The City currently has entered into a purchase agreement with pending closing to be scheduled.

The contract design will include future construction of new central lift station with a new dedicated force main directly to the wastewater plant located on Lake Fern Drive. Upon completion of this project, additional capacity for growth will be available along the City's central, northeastern and northwestern parts of the service area.

ARPA Funds will be used to pay for this contract.

STAFF RECOMMENDATIONS: Approval

FISCAL IMPACTS: \$196,474.50 - ARPA Funds



Halff Engineering
New Lift Station
and Force Main
Design Contract

Central Avenue Lift Station and Force Main Map



Contract Terms:

- Scope of Services consists of design and permitting for the replacement of the Central Avenue Lift Station and new 12-inch Force Main
- \$196,474.50
 - Underground Utility locates
 - Route, Boundary and Topo Surveys
 - Design of Triplex Station and Force Main
 - Permitting and Geotechnical Services
 - Electrical Control Design and Administration
 - Project Bidding, Administration and Construction Services



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: March 25, 2022

MEETING DATE: April 5, 2022

SUBJECT: FDOT Highway SR 19 Maintenance Memorandum of Agreement

ISSUE: Mast Arms at Bulldog Lane and Left Turn Arrow at Cassady Street

BACKGROUND SUMMARY:

The Florida Department of Transportation has submitted a Highway Maintenance of Memorandum of Agreement that outlines the City's maintenance responsibilities for the right-of-way along SR19 from Golden Gem Drive to Bulldog Lane/Ocala Street.

This memorandum of agreement was negotiated by the City Manager and the FDOT staff to provide in-kind services in lieu of funding cost associated with the traffic signal mast arms at Bulldog Lane/Ocala Street and the installation of a left turn arrow and signal upgrades at Cassady/Guerrant Street. Upon execution, the City will agree to maintain the SR19 corridor from Golden Gem Drive to Bulldog Lane for 10 years. The maintenance includes the following activities:

- Large Machine Mowing
- Small Machine Mowing
- Tree Trimming and Removal
- Chemical grass and weed control
- Roadside Litter removal
- Road Sweeping (mechanical)
- Edging and Sweeping (vegetation and debris removal along curb, gutter, sidewalk)

STAFF RECOMMENDATIONS: Approval

FISCAL IMPACTS: Varies

FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

REV. 2/11/2022

This AGREEMENT, entered this _____ day of _____, 2022, by and between the Florida Department of Transportation, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the City of Umatilla, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the **LOCAL GOVERNMENT** (this Agreement, along with all attachments and incorporations by reference shall hereinafter be collectively referred to as the "Agreement").

RECITALS

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety and functionality, has constructed roadway, roadside areas, and medians on that part of the State Highway system within the limits of the **LOCAL GOVERNMENT** or adjacent to; and

WHEREAS, the **LOCAL GOVERNMENT** acknowledges that there is mutual benefit in effectively maintaining these areas and the **LOCAL GOVERNMENT** is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained; and

WHEREAS, the **DEPARTMENT** has commenced FDOT Project No.:437938-1-52-01 to resurface a section of SR 19; and

WHEREAS, the **DEPARTMENT** and **LOCAL GOVERNMENT** have agreed to cooperate and to coordinate their respective needs to avoid unnecessary cost and disruption of either party by allocating responsibilities and maintenance needs; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution _____ dated the _____ day of _____, 2022, attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of mutual benefits to flow each to each other, the parties covenant and agree as follows:

PROVISIONS

- 1) At the request of the **LOCAL GOVERNMENT**, the **DEPARTMENT** has agreed to and will rebuild the signal located at the intersection of SR 19 and Bulldog Lane to include mast arms, at the **DEPARTMENT'S** expense, in accordance with the Project Plans as described in **EXHIBIT "D."**
- 2) In exchange for the construction efforts described in Paragraph 1, the **LOCAL GOVERNMENT** shall be responsible for routine maintenance activities of all roadway features within the **DEPARTMENT'S** right of way having limits described in **EXHIBIT "B"**, or subsequent amended limits mutually agreed upon in writing by both parties. For the purpose of this Agreement, the maintenance activities to be

performed by the **LOCAL GOVERNMENT** are defined in **EXHIBIT “C”**, or as defined by amended definitions agreed upon in writing by both parties.

- 3) The **LOCAL GOVERNMENT** shall perform the maintenance activities as described in **EXHIBIT “C”** in accordance with **DEPARTMENT** publications:
 - a) Maintenance Rating Program (MRP) Handbook, latest edition, which by reference hereto shall become a part hereof. The activities shall be performed in a manner that results in a minimum MRP score of 80.
 - b) Standard Plans, current edition, which by reference hereto shall become a part hereof.
- 4) The **LOCAL GOVERNMENT** shall be responsible for monitoring maintenance operations and the maintenance of traffic (“MOT”) throughout the term of the Agreement in accordance with the latest edition of FDOT Standard Specifications, Section 102. The **LOCAL GOVERNMENT** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Standard Plans, Index 102-600 series which by reference hereto shall become a part hereof.
- 5) The **DEPARTMENT** may, at its discretion, perform periodic inspections of any or all locations. If it is determined that any of the roadway features defined in **EXHIBIT “C”** are not being maintained as required by this Agreement, the **DEPARTMENT** will issue a notice of such deficiency to the **LOCAL GOVERNMENT**’s point of contact by email or certified mail. The **LOCAL GOVERNMENT** shall have thirty (30) days to correct the deficiency (ies) and to notify the **DEPARTMENT** by email or certified mail, that the deficiency (ies) has been corrected. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:
 - a) Maintain the roadway features declared deficient with the **DEPARTMENT** or **DEPARTMENT** Contractor’s material, equipment and personnel. The actual cost for such work will be deducted from payment to the **LOCAL GOVERNMENT**; or
 - b) Terminate this Agreement in accordance with the provisions of this Agreement.
- 6) In the event of a Governor Declared Emergency, a natural disaster or significant occurrence (hurricane, tornado, vehicle accident, hazardous waste spills, etc.) the **LOCAL GOVERNMENT** and the **DEPARTMENT** will cooperate and coordinate the use of their respective resources to provide for clean up, removal, and disposal of debris or other substances from the **DEPARTMENT**’s right of way described in **EXHIBIT “B”** or any amended limits mutually agreed upon in writing by both parties hereto. The **DEPARTMENT** will not deduct any payment to the **LOCAL GOVERNMENT**, costs for impairment of performance of any activity or part thereof defined in **EXHIBIT “C”**, as a result of such event and the redirection of **LOCAL GOVERNMENT** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **LOCAL GOVERNMENT**’s right to compensation or reimbursement from any other sources (i.e.: FEMA) for the debris removal or other activities of the **LOCAL GOVERNMENT** subsequent to a natural disaster or accident.

- 7) During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this Agreement. Some of these projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the **DEPARTMENT** will notify the **LOCAL GOVERNMENT** of the limits of the project and the time frame for that project. During that time and for those limits, the **LOCAL GOVERNMENT** may be released from its obligation to perform maintenance on those roads and the compensation to be paid under this Agreement may be reduced for the duration of the construction project. The reduction in compensation shall be based on the formula used to initially compute the amount of compensation under this Agreement. The **LOCAL GOVERNMENT** will be notified of the amount of the reduction as part of the aforementioned notice.

TERM

- 1) After this Agreement has been executed by the parties, the **DEPARTMENT** will issue a Notice to Proceed to the **LOCAL GOVERNMENT** which may be sent by electronic mail at the **DEPARTMENT's** discretion. The term of this Agreement commences on the effective date of the Notice to Proceed and will continue for a period of ten (10) years from the effective date on the Notice to Proceed.

COSTS

- 1) The **DEPARTMENT** agrees to construct the signal in accordance with the Plans (Exhibit "D") and assume all costs associated therein.
- 2) The **LOCAL GOVERNMENT** agrees to perform all maintenance activities specified in Exhibit "C" in the location described in Exhibit "B" and assume all associated costs. It further acknowledges that no additional compensation will be made by the **DEPARTMENT** or due to the **LOCAL GOVERNMENT** for the activities described in this Agreement for the term of this Agreement.
- 3) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request of the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **LOCAL GOVERNMENT's** general accounting records and project records, together with supporting documents and records of the **LOCAL GOVERNMENT**, all subcontractors performing work, and all other records of the **LOCAL GOVERNMENT** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

CONDITIONS FOR TERMINATION

- 1) This Agreement or any part thereof is subject to termination at the discretion of the **DEPARTMENT** under any of the following conditions:
- a) In the event the Legislature fails to make an annual appropriation for any aspect of the services to be performed hereunder.
 - b) The **LOCAL GOVERNMENT** has not complied with the provisions of this Agreement as described herein or has demonstrated a pattern of repeated non-compliance.
 - c) The **DEPARTMENT** determines that the Agreement is no longer feasible.

NOTICES AND POINTS OF CONTACT

All correspondence regarding this Agreement shall be directed to the following points of contact:

a) For the **DEPARTMENT**:

Title: Leesburg Operations Engineer

Name: Philip Maggio, P.E.

Address: 1405 Thomas Avenue Leesburg, FL 34748

Telephone: 352-315-3100

Email: Philip.maggio@dot.state.fl.us

b) For the **LOCAL GOVERNMENT**:

Title: City Manager

Name: Scott Blankenship

Address: 1 South Central Avenue Umatilla, FL 32784

Telephone: 352-669-3125

Email: sblankenship@umatillafl.org

ADDITIONAL PROVISIONS AND LEGAL REQUIREMENTS

- 1) **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.
 - a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
 - b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
 - c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and sub consultants are not agents of the **DEPARTMENT** as a result of this Agreement.
 - d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT**'s right-of-way.
 - e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.

- 2) **PUBLIC ENTITY CRIME.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **LOCAL GOVERNMENT** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

- 3) **UNAUTHORIZED ALIENS.** The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.
- 4) **NON-DISCRIMINATION.** The **LOCAL GOVERNMENT** will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **LOCAL GOVERNMENT** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **LOCAL GOVERNMENT** shall insert similar provisions in all contracts and subcontracts for services by this Agreement.
- 5) **DISCRIMINATORY VENDOR LIST.** The **LOCAL GOVERNMENT** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **LOCAL GOVERNMENT** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.
- 6) **ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.
- 7) **TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.
- 8) **PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
- 9) **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.
- 10) **NON-ASSIGNMENT.** The **LOCAL GOVERNMENT** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT** will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the **LOCAL GOVERNMENT**. In the event

that the **DEPARTMENT** approves transfer of the **LOCAL GOVERNMENT**'s obligations, the **LOCAL GOVERNMENT** remains responsible for all work performed and all expenses incurred in connection with this Agreement.

11) The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.”

12) **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

13) **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14) **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **LOCAL GOVERNMENT** and the authorized officer of the **DEPARTMENT** or his/her delegate.

15) **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

16) **E-VERIFY – the LOCAL GOVERNMENT shall:**

- a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
- b) expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

17) The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

EXECUTION

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

LOCAL GOVERNMENT:

By: _____

Printed Name & Title

Attest: _____

Printed Name & Title

Legal Approval: _____

DEPARTMENT:

By: _____

Ron Meade, P.E. District Maintenance Engineer

Printed Name & Title

Attest: _____

Tina Carroll, Administrative Manager

Printed Name & Title

Legal Approval: _____

EXHIBIT A

Resolution, following on next page.

EXHIBIT B

PROJECT LIMITS:

<u>SECTION</u>	<u>S.R.</u>	<u>LOCATION</u>	<u>LENGTH</u>
11100	19	From Golden Gem Drive (MP 3.805) to Bulldog Lane (MP 5.567).	1.762 mi

EXHIBIT C

MAINTENANCE ACTIVITIES:

(Maintenance Activities to be included and part of this Agreement will be checked in the INC. column)

<u>INC.</u>	<u>ACTIVITY</u>	<u>DESCRIPTION</u>
<input type="checkbox"/>	433	Sodding: Cutting and placing sod in areas along the roadside associated with reworking non-paved shoulders, slopes, ditches, median islands, utility strips and repairing washouts.
<input type="checkbox"/>	435	Seeding, Fertilizing and Mulching: Seeding, fertilizing, and mulching of the roadside.
<input type="checkbox"/>	436	Reworking Non-Paved Shoulders, Front Slopes, and Roadside Ditches (Mechanical): Reworking non-paved shoulders, front slopes, roadside ditches and turnouts either by the addition of suitable material and reshaping, or by cutting down built-up areas.
<input type="checkbox"/>	451	Clean Drainage Structures: Cleaning storm drains, French drains, manholes, side drains, cross drains, inlets, piped outfalls, box culverts, and other miscellaneous drain structures.
<input type="checkbox"/>	459	Concrete Sidewalk Repair: Repair or replacement of existing sections of concrete sidewalk.
<input type="checkbox"/>	461	Roadside Ditches – Clean and Reshape: Cleaning and reshaping of ditches other than outfalls.
<input checked="" type="checkbox"/>	471	Large Machine Mowing: Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
<input type="checkbox"/>	482	Slope Mowing: Grass, brush, and weed cutting along slopes too steep to safely mow or are inaccessible for conventional mowing tractors.
<input checked="" type="checkbox"/>	485	Small Machine Mowing: Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
<input type="checkbox"/>	487	Manual Weed Control: Brush, weed, and grass cutting 100 mm (4”) or less in diameter performed with hand tools.
<input type="checkbox"/>	490	Fertilizing: Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
<input checked="" type="checkbox"/>	492	Tree Trimming & Removal: The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
<input type="checkbox"/>	493	Landscaped Area Maintenance: All efforts required for proper maintenance of landscaped areas, including litter removal, mowing, edging, fertilizing, weeding, mulching, etc.
<input checked="" type="checkbox"/>	494	Chemical Grass and Weed Control: The application (handgun, basal or cut stump) of herbicides to slopes, ditches, fence, guardrail, barrier wall, reinforced earthen walls, sidewalks, bridges, curb and gutter, obstructions, shoulders, and other areas not assessable to mowers. Not to include chemical applications within landscape or mitigation areas.

- 498 **Storm Water Management:** To maintain, to the maximum extent practicable, all surface/storm water management systems to a functioning state as designed and in compliance with the permit conditions and/or applicable rules and regulations.
- 527 **Fence Repair:** To provide highway safety and deter unauthorized and unrestrained access to highway facilities.
- 541 **Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
- 542 **Road Sweeping (Manual):** To remove debris from the roadway where mechanical means are not feasible before a drainage or safety problem is created or before it becomes unsightly.
- 543 **Road Sweeping (mechanical):** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
- 545 **Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.
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