

UMATILLA CITY COUNCIL MEETING
MARCH 15, 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 1, 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. Request for Authority to Purchase Martin Property, located east of the Umatilla Municipal Airport contingent upon receipt of Grant Funding referenced in Resolution No. 2022-08

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

3. Resolution No. 2022-08 Acceptance of FDOT Public Transportation Grant Funding for Acquisition of Property Located East of the Umatilla Municipal Airport
4. Second Reading of Ordinance No. 2022-102, LaRou Tattoo Special Exception Use

NEW BUSINESS

5. Request Approval of Phillips Manufacturing Purchase of Real Property 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 1, 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:

Woodsong applicant has requested this item be pulled from the agenda.

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

MINUTES REVIEW

1. *Approval of City Council Meeting minutes dated February 15, 2022*

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

PUBLIC COMMENT

There were none.

PRESENTATIONS

2. *Proclamation of Recognition for Jeff McNeal*

3. *Proclamation of Recognition for David Pearson, Ray Foundation Scholarship Recipient*

PUBLIC HEARINGS/ORDINANCES/RSOLUTIONS

4. *Resolution No. 2022-06, Application for USDA Grant for Purchase of Fire Command Vehicle*

Kevin Stone, City Attorney, read Resolution No. 2022-06 by title only.

RESOLUTION NO. 2022-06

**A RESOLUTION OF THE CITY OF UMATILLA, FLORIDA,
AUTHORIZING ACCEPTANCE OF USDA GRANT FUNDING FOR THE
PURCHASE OF A FIRE DEPARTMENT COMMAND VEHICLE;
AUTHORIZING CITY OFFICIALS TO EXECUTE SAID FUNDING
AGREEMENT; PROVIDING FOR A SAVINGS CLAUSE AND
PROVIDING AN EFFECTIVE DATE.**

Mr. Stone stated approval of Resolution No. 2022-06 will incorporate approval of the USDA Grant Resolution included in the agenda packet.

Regina Frazier, Finance Director, stated the pre-approval process is done and the process is ready to go. As long as the USDA gets funded, these grants will be funded.

**MOTION by Council Member Adams to approve Resolution No. 2022-06;
SECOND by Vice Mayor Creech;**

Mayor Adcock opened up the Public Hearing. There being no comment, the Public Hearing was closed.

Motion APPROVED by a unanimous voice vote.

5. Resolution No. 2022-07, Application for USDA Grant for Purchase Police Patrol Vehicles

Kevin Stone, City Attorney, read Resolution No. 2022-07 by title only.

RESOLUTION NO. 2022-07

A RESOLUTION OF THE CITY OF UMATILLA, FLORIDA, AUTHORIZING ACCEPTANCE OF USDA GRANT FUNDING FOR THE PURCHASE OF TWO POLICE PATROL VEHICLES; AUTHORIZING CITY OFFICIALS TO EXECUTE SAID FUNDING AGREEMENT; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

**MOTION by Council Member Nichols to approve Resolution No. 2022-07;
SECOND by Vice Mayor Creech;**

Mayor Adcock opened the Public Hearing. There being no comment, the Public Hearing was closed.

Motion APPROVED by a unanimous voice vote.

6. First Reading of Ordinance No. 2022-102, LaRue Tattoo Special Exception use

Kevin 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.

Mayor Adcock opened the Public Hearing.

Attorney Stone swore in all who are prepared to speak in connection with this Ordinance.

Sherie Lindh, Land Planning Group, provided background information for the Ordinance requesting Special Exception Use.

Jessica Bolton, owner of Larue Tattoo was present to answer questions.

Mayor Adcock asked if there is any difference in the zoning from the previous location to the new location. Ms. Lindh said yes, in 2020 the LDR was amended and some permitted uses changed to Special Exception Uses. The purpose was to make sure there would not be a concentration of related uses in one area.

**MOTION by Council Member Nichols to approve the first reading of Ordinance No. 2022-102;
SECOND by Council Member Adams;
Motion APPROVED by a unanimous voice vote.**

NEW BUSINESS

REPORTS

City Attorney Kevin Stone - nothing additional to report

City Manager Scott Blankenship recognized Chief Bolton, Chief Lanoue and Regina Frazier with the work they have done on the USDA Grant Application.

Mr. Blankenship said yesterday tree carvings were made out of salvaged diseased trees. Unfortunately, trees deteriorate. Yesterday, a crane came in to remove the bad trees but the carvings were extracted in an attempt to display those somewhere in the City.

Council Member Adams

Attended virtual MPO meeting and the budget positive. Upcoming project is SR 19 from Golden Gem to Palmetto Avenue. Mr. Aaron Mercer added information about the upcoming construction schedule and impact it will have on the City of Umatilla.

Mr. Blankenship said Representative Truenow was instrumental in getting some FDOT attention. He suggested recognition accordingly.

Vice Mayor Creech – reported the chili cookoff event went very well.

Council Member Nichols – Reported the citizens on call program is active although still awaiting uniforms. The citizens on patrol did their first assignment last Saturday at Umatilla Elementary School and it was successful

Mr. Mercer said the City just received appropriations funds for replacement of water lines in the area of the airport.

Mayor Adcock

Recognized Amy Stultz for hosting he and Representative Truenow.

Mayor Adcock also spoke last week at a men's meeting at Lakeview Terrace. He said the development is very well put together, he was impressed.

ADJOURNMENT

With no further business for discussion, meeting adjourned at approximately 6:36 p.m.

Kent Adcock, MAYOR

Gwen Johns, MMC
City Clerk

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: March 9, 2022 **MEETING DATE:** March 15, 2022
SUBJECT: FDOT Airport Grant Funds
ISSUE: Requesting Authority to Purchase Martin Property located on the East side of the Umatilla Municipal Airport

BACKGROUND SUMMARY:

The City has recently been approved for funding from an FDOT grant to purchase property adjacent to the Umatilla Municipal Airport. The subject parcel is 47.58 acres and is located within the City's Airport Overlay District. This overlay district restricts residential development to one unit per acre. The intent of the grant is to purchase adjacent property to the Airport for increased open space buffering to the Airport flight line.

A map of the property is attached hereto.

.

STAFF RECOMMENDATIONS: Approval

FISCAL IMPACTS: \$1,025,000 FDOT Grant

Martin Property Airport Map



March 9, 2022

pointLayer

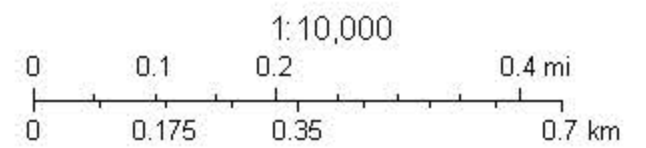
Override 1

polygonLayer

Override 1

Street Names

Surrounding Counties



Lake County Property Appraiser
Lake BCC

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: March 7, 2022

MEETING DATE: March 15, 2022

SUBJECT: Resolution No. 2022-08

ISSUE: FDOT Public Transportation Grant Agreement for Acquisition of Property East of the Umatilla Municipal Airport

BACKGROUND SUMMARY: FDOT Public Transportation Grant Agreement

In 2011 the Airport Layout Plan was adopted and included acquisition of certain parcels surrounding and adjacent to the municipal airport. Staff has worked with the property owner willing to sell ± 47 acres on the east side of the airport, in order to protect airspace and provide future compatible development area. The land is currently owned by a private individual and is susceptible to development that would not be in the Airport’s best interest.

FDOT has offered the City a grant in the amount of \$1,025,000, for the purchase of 47 ± acres of property on the east side of the Umatilla Airport. A map of the area is included on page 18 of the PTGA document. This grant offer does not require a match from the City.

STAFF RECOMMENDATIONS: Approval of Resolution No. 2022-08 FDOT PTGA in the amount of \$1,025,000

FISCAL IMPACTS:

COUNCIL ACTION:

Reviewed by City Attorney Yes No N/A

RESOLUTION NO. 2022-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, 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.

WHEREAS, the City Council of the City of Umatilla, Lake County, Florida, on March 15, 2022, approved Public Transportation Grant Agreement 438497-2-94-01 with the State of Florida Department of Transportation, for the purpose of acquiring 47+/- acres located east of the Umatilla Municipal Airport.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Umatilla, Florida:

1. That the Umatilla City Council accepts the Public Transportation Grant Agreement 438497-2-94-01 offered by the Florida Department of Transportation for this project with FDOT funding of a maximum amount of \$1,025,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project with no city match.
2. That the Mayor, Kent Adcock, or the City Manager, Scott Blankenship, are hereby authorized and directed to sign the Public Transportation Grant Agreement on behalf of the City of Umatilla, Lake County, Florida.
3. That the Finance Director Regina Frazier is hereby directed to amend the budget to include the increase in funding.
4. **SAVINGS CLAUSE:** If any section, sentence, clause, phrase, or word of this Resolution is for any reason held, or declared to be, unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this Resolution without such unconstitutional, invalid, or inoperative part therein; and the remainder of this Resolution, after the exclusion of such part or parts shall be deemed and held to be valid as if such parts had not been included herein; or if this Resolution or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

EFFECTIVE DATE: This Resolution shall take effect immediately upon its adoption by the City Council of the City of Umatilla, Lake County, Florida, this 15th day of March, 2022.

Attest:

Kent Adcock, MAYOR of the
City of Umatilla, Florida

Approved as to form:
STONE & GERKEN, PA

Kevin Stone, Attorney for the
City of Umatilla, Florida

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 438497-2-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR 215 N/A N/A	FLAIR Category: Object Code: Org. Code: Vendor Number:	088719 751000 55052000531 VF596000442008
Contract Number:	Federal Award Date:	N/A		
CFDA Number: N/A	Agency DUNS/UEI Number:	07-986-3247		
CFDA Title:				
CSFA Number:				
CSFA Title:				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and City of Umatilla, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in Acquire property on east side of Umatilla Municipal Airport, as further described in **Exhibit “A”, Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 01/22

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

- 5. Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.
- 6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2023. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a.** If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
- 7. Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
- 8. Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e.** The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$1,025,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,025,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 01/22

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 01/22

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 01/22

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 01/22

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 01/22

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 01/22

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 01/22

assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 01/22

- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. 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.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 01/22

but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 01/22

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 01/22

appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Umatilla

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Acquire land (+/-47 acres) on the east side of the airport to protect airspace and provide future compatible development area. The land is currently owned by a private individual and is susceptible to development that would not be in the Airport's best interest.

B. Project Location (limits, city, county, map): Umatilla Municipal Airport/Umatilla, FL/Lake

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Land Acquisition: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and legal fees, costs of survey, appraisals, title search, deed preparation, closing cost and land acquisition. It includes all materials, equipment, labor, and incidentals required to complete transfer of the subject property or properties to the sponsor.

"The specifics of the Parcel are described in the appraisal provided to the City Umatilla prepared by DeRango, Best, and Associates, date February 4, 2022, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final closeout documents to be uploaded into Jacip

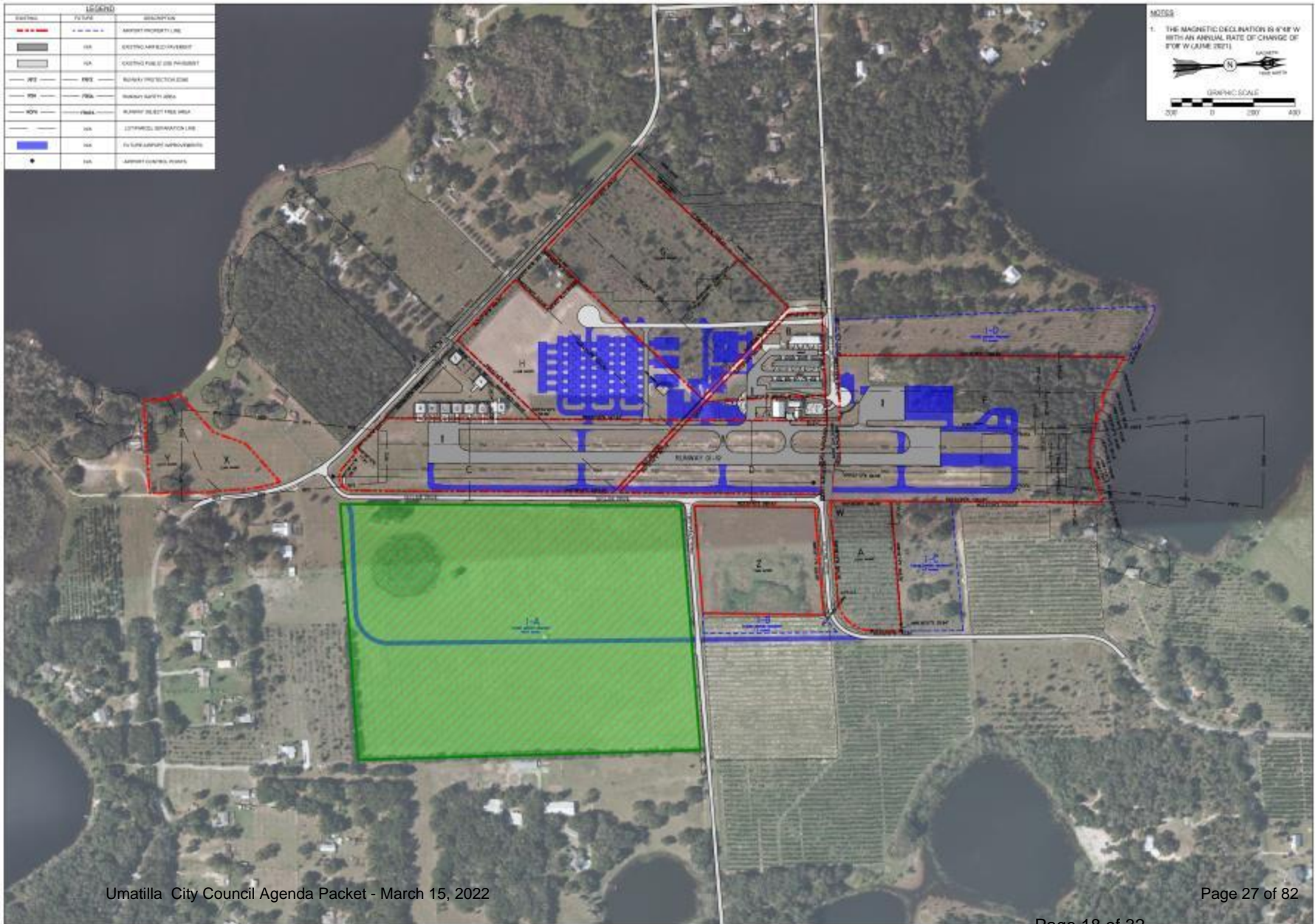
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored Materials.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

LEGEND		
EXISTING	PLANS	DESCRIPTION
		EXISTING PROPERTY LINE
		EXISTING AIRPORT PROPERTY
		EXISTING PUBLIC USE PARKING
		EXISTING AIRPORT PROPERTY
		RUNWAY PROTECTION EDGE
		OBSTACLE CLEARANCE AREA
		RUNWAY OBSTACLE FREE ZONE
		EXISTING AIRPORT PROPERTY
		EXISTING AIRPORT PROPERTY
		EXISTING AIRPORT PROPERTY



NOTES

1. THE MAGNETIC DECLINATION IS 4°48' W WITH AN ANNUAL RATE OF CHANGE OF 8" W (JUNE 2021)

GRAPHIC SCALE

0 50 100 150 200



NO.	DATE	REVISIONS

SCALE: AS SHOWN
DATE: SEPTEMBER 2021
DRAWN: JLB
CHECKED: SBN
APPROVED: GJM

AIRPORT PROPERTY MAP
AIRPORT LAYOUT PLAN DRAWING SET
UMATILLA MUNICIPAL AIRPORT, JOSE, CITY OF UMATILLA, FLORIDA

gai consultants
INCORPORATED
1815 SOUTH 21ST AVENUE, SUITE 200
ORLANDO, FLORIDA 32817
PHONE: 407.510.9000
PROJECT NUMBER: 18-00000000
SHEET
011

Z:\projects\2021\18-00000000 - 118 Master Plan Update\GIS\Production Drawings\18-00000000 A Property Recovery - 03-15-2022 - 24.dwg

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
438497-2-94-01	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$1,025,000.00
Total Financial Assistance							\$1,025,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$1,025,000.00	\$0.00	\$0.00	\$1,025,000.00	100.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$1,025,000.00	\$0.00	\$0.00	\$1,025,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Joseph A. Jerkins

Department Grant Manager Name

Signature

3/4/22

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
 - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
 - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

- 1. Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
- 2. Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
- 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$1,025,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**CITY OF UMATILLA AGENDA
ITEM STAFF REPORT**

DATE: February 21, 2022 **SUBJECT:** **MEETING DATE:** March 15, 2022

Ordinance 2022-102

ISSUE: Special Exception Use in C-2 Zoning

BACKGROUND SUMMARY:

On March 1, 2022, the City Council approved Ordinance No. 2022-102, first reading. The ordinance has been properly advertised and is ready for final reading and adoption.

The owner if La Rue Tattoo is requesting a Special Exception use in the C-2 General Commercial and Warehouse District. Purpose and Intent of C-2 zoning district is to provide an area for those structures which by their use and location are especially adapted to conduct the business of wholesale distribution and storage and to provide an area for the full-scale service needs of the community.

La Rue Tattoo’s previous location, 331 North Central Avenue, is Zoned C-1 and Tattoo shops are considered a “Conditional Use”. La Rue occupied this address prior to the applicable LDR changes, thus making them a grandfathers use.

The new location is formerly the RWL Realty Office located at 680 North Central Avenue. This site has a C-2 Zoning District which allows Tattoo Parlor to operate as a permitted use with a special exception approval from the City Council as these regulations were adopted on March 5, 2019. The SEU conditions state a minimum distance between tattoo parlors is 2,000’. La Rue meets this separation requirement.

STAFF RECOMMENDATION: Approval

FISCAL IMPACT: N/A



City of Umatilla, Florida
Planning and Zoning Department
 1 S. Central Ave., Umatilla Florida 32784
 Tel: (352) 669-3125
 smcculloch@umatillafl.org

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

Development Application

Contact Information:

Owner Name: RGJ Bolton Properties
 Address: 680 N Central Ave Umatilla FL 32784
 Phone: 352-308-6936 Email: abolton138@gmail.com

Applicant Name: Jessica Bolton
 Address: 680 N Central Ave Umatilla FL 32784
 Phone: 352-642-3888 Email: jesserobinette12@gmail.com

Engineer Name: _____
 Address: _____
 Phone: _____ Email: _____

Property and Project Information:

PROJECT NAME*: LaRue Tattoo Use

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

Property Address: 680 N Central Ave Umatilla FL 32784
 Parcel Number(s): 12-18-26-0400-00A-00600 Section: _____ Township: _____ Range _____

Area of Property: _____ Nearest Intersection: SR 19 and CR NE 450
 Existing Zoning: C2 Existing Future Land Use Designation: _____
 Proposed Zoning: C2 w/ exception Proposed Future Land Use Designation: _____

The property is presently used for: General Commercial
 The property is proposed to be used for: General Commercial Tattoo Parlor

Do you currently have City Utilities? Yes

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 checked="" 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: We are requesting that the Umatilla City Counsel grant the property exception L) Tattoo Parlor under the C2 zoning requirements.

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: 1/19/22

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:

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




OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared JESSICA BOLTON, who being by me first duly sworn on oath, deposes and says:

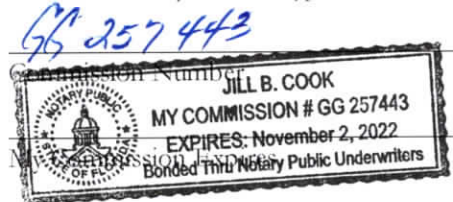
1. That he/she is the fee-simple owner of the property legally described and attached to this application.
2. That he/she desires a Development Approval to accomplish the above desired request, as stated on Page One of this Application.
3. That he/she has appointed _____ to act as Agent and/or Applicant in their behalf to accomplish the above.


Owner's Signature

The foregoing instrument was acknowledged before me by means of Physical Presence or Online Notarization, this 19 day of January, 2022 by JESSICA BOLTON, who is personally known to me or who has produced _____ as identification and who did or did not take an oath.


Notary Public (Signature)

Jill B Cook
Name of Notary Public, Typed/Printed



NOTE: All Applications shall be signed by the Owner(s) of the Property, or some person duly authorized by the Owner to sign. The authority authorizing such person other than the Owner to sign MUST be attached.

P.O. Box 2286 – 1 S Central Avenue – Umatilla, Florida 32784 - (352)669-3125 – www.umatillafl.org



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared JESSICA BOLTON, who being by me first duly sworn on oath, deposes and says:

- 1. That he/she Affirms and Certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Umatilla, Florida, and that all statements and diagrams submitted herewith and attached hereto are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Umatilla, Florida, and are not returnable.
2. That he/she desires Development Approval for the use of property as proposed for the property legally described on this Application.
3. That the submittal requirements for this Application have been completed and attached as part of this Application.
4. That the sign cards posted on the property by the city will remain until final determination by the City Council, after which time the sign cards are to be removed and destroyed by the applicant.

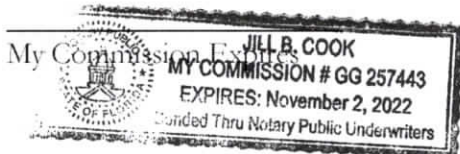
[Handwritten Signature]
Applicant's Signature

The foregoing instrument was acknowledged before me by means of (Physical Presence) or Online Notarization, this 19 day of January, 2022, by Jessica Bolton, who is personally known to me or who has produced as identification and who did or did not take an oath.

[Handwritten Signature]
Notary Public (Signature)

Jill B Cook
Name of Notary Public, Typed/Printed

GG 254443
Commission Number





SURROUNDING PROPERTY OWNERS LIST

List the alternate key, the owner's name and mailing addresses for all property lying within two hundred feet surrounding the property described on the application, as recorded on the latest official County Tax Rolls located in the office of the Lake County Property Appraiser.

This information can be accessed on the internet at www.lakecopappr.com.

Click on Property Search; read the disclaimer and accept.

Type in your name or alternate key and find property for which application is being made.

When your property card comes up under "Property Search Results", click on "View map of property"

When map can be viewed, you will be able to see the Alternate Keys for the surrounding properties.

Write these numbers down and use them to pull up property cards to get names and addresses.

There is a measurement tool on the left hand side tool bar that will allow you to determine the properties within 200 feet of the subject parcel.

Property Alternate Key: _____	Property Alternate Key: _____
Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
Property Alternate Key: _____	Property Alternate Key: _____
Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
Property Alternate Key: _____	Property Alternate Key: _____
Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
Property Alternate Key: _____	Property Alternate Key: _____
Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
Property Alternate Key: _____	Property Alternate Key: _____
Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
Property Alternate Key: _____	Property Alternate Key: _____
Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____



City of Umatilla

Florida

City of Umatilla, 1 South Central Ave, PO Box 2286, Umatilla, FL 32784
 Phone: (352) 669-3125 // Fax: (352) 669-8313 // Website: www.umatillafl.org

BASE STAFF FEES- DEVELOPMENT APPLICATIONS

Resolution 2017-61 Exhibit A

APPLICATION	BASE STAFF FEE
Annexation	\$280.00
Initial Zoning	\$280.00
Comp Plan Amendment Less Than 10 Acres	\$260.00
Comp Plan Amendment More Than 10 Acres	\$260.00
Comp Plan Policy	\$260.00
Concurrency Review	\$330.00
Construction Plan	\$450.00
Construction Plan Residential - Subdivision	\$500.00
Construction Plan Commercial - Subdivision	\$500.00
Conditional Use Permit \$260.00
Conditional Use Extension	\$340.00
Development of Regional Impact	\$780.00
DRI Development Order Amendment	\$480.00
Expansion/Change of a Non-Conforming Use	\$330.00
Lot Split/Lot Line Deviation	\$355.00
Planned Unit Development	\$430.00
PUD Amendment	\$280.00
Plat - Final	\$155.00
Preliminary Subdivision Plan	\$530.00
Rezoning	\$280.00
Minor Site Plan (Staff Approval)	\$150.00
Major Site Plan (Council Approved)	\$250.00
Minor Subdivision Plan - 3 Lots or Fewer	\$280.00
Street Name Change	\$280.00
Vacating Streets, Lots, Plats	\$255.00
Variance	\$280.00
PUBLIC INFRASTRUCTURE INSPECTION FEE	
1.5%	\$0-\$20,000
1%	\$20,001-\$100,000
TBD	In Excess of \$100,001
Requirements: Submittal of signed and sealed estimate by Licensed Civil Engineer or copy of Construction Contract	

**NOTE: Base Staff Fees do not include pass-through fees from city attorney, land planner, engineer, or advertising costs associated with the submitted development application as adopted by Ordinance 2017-F.
 Fee Revision - Resolution 2019-31**

LEGAL NOTICE

IN THE CIRCUIT COURT FOR LAKE COUNTY, FLORIDA
PROBATE DIVISION

IN RE: ESTATE OF FILE NUMBER 2021-CP-1465

Yvonne A. Gabel,

Deceased.

NOTICE TO CREDITORS

The administration of the Estate of Yvonne A. Gabel, deceased, whose date of death was January 4, 2021, File Number 2021-CP-1465, is pending in the Circuit Court for Lake County, Florida, Probate Division, the address of which is 550 West Main Street, Tavares, Florida 32778. The names and addresses of the personal representative and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE TIME OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT SO FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTES 733.702 WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of first publication of this Notice is February 10, 2022.

Attorney for Personal Representative: /s/ BRETT L. SWIGERT Brett L. Swigert, Esquire Florida Bar Number 0880493 Brett L. Swigert, P.A. 1231 North County Road 452 Post Office Box 680 Eustis, Florida 32727-0680 Telephone: (352) 357-0770 Facsimile: (352) 357-0818	Personal Representative: /s/ ROBERT R. GABEL Robert R. Gabel 600 Gist Avenue Silver Springs, Maryland 20910
---	---

nb-2-2-17

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF
THE STATE OF FLORIDA, IN AND FOR LAKE COUNTY
PROBATE DIVISION

IN RE: ESTATE OF FILE NUMBER: 2022-CP-0228

JANICE R. HURDISS,

Deceased

NOTICE TO CREDITORS

The administration of the Estate of JANICE R. HURDISS, deceased, whose date of death was December 10, 2021, is pending in the Circuit Court for Lake County, Florida, Probate Division, the address of which is 550 West Main Street, Post Office Box 7800, Tavares, Florida 32778-7800. The names and addresses of the personal representative or interested person and the personal representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court WITHIN THE LATER OF THREE MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.

All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.

ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN SECTION 733.702 OF THE FLORIDA PROBATE CODE WILL BE FOREVER BARRED.

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.

The date of the first publication of this notice is February 10, 2022.

Attorney for Personal Representative: /s/ JOHN I. MERRITT John I. Merritt Law Office of John I. Merritt 1500 East Orange Avenue Eustis, Florida 32726 (352) 357-2932 phone (352) 357-0398 fax Florida Bar Number 128516 johnmerritt@embarqmail.com	Personal Representative: /s/ WAYNE W. HURDISS Wayne W. Hurdiss 41 Landmark Court SW Marietta, Georgia 30060
---	---

nb-2-2-17

NOTICE OF PUBLIC HEARING

ORDINANCE 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.

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

Umatilla City Council Meeting on March 1, 2022 at 6:00 p.m.
Umatilla City Council Meeting on March 15, 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).

nb-2-2-10/3-3

NOTICE UNDER FICTITIOUS NAME LAW PURSUANT TO SECTION 865.09, FLORIDA STATUTES

NOTICE IS HEREBY GIVEN that the undersigned, desiring to engage in business under the fictitious name of

ELLIANOS

located at 2520 South Bay Street, in the County of Lake, in the City of Eustis, Florida, 32726, intends to register the said name with the Division of Corporations of the Florida Department of State, Tallahassee, Florida.

Dated at Orange Park, Florida. This 22 day of January, 2022.

QSR QUALITY, LLC Umatilla City Council Agenda Packet - March 15, 2022

b-1-2-10

BAY STREET PAINT & BODY
151 West Lemon Avenue
Eustis, Florida 32726

NOTICE OF SALE

Bay Street Paint & Body will sell at Public Sale at Auction the following vehicles to satisfy lien pursuant to Chapter 713.585 of the Florida Statutes on March 2, 2022, at 9 a.m.

2019 VW BEETLE VIN# 3VW5DAAT5KM504470

AUCTION WILL OCCUR WHERE EACH VEHICLE IS LOCATED

Any person(s) claiming any interest(s) in the above vehicles contact:
Bay Street Paint & Body, 151 West Lemon Avenue, Eustis, Florida 32726.

ALL AUCTIONS ARE HELD WITH RESERVE
Some of the vehicles may have been released prior to auction.

nb-1-2-10

RAINBOW TITLE & LIEN, INC.
3389 Sheridan Street, PMB 221
Hollywood, Florida 33021
(954) 920-6020

NOTICE OF SALE

Rainbow Title & Lien, Inc., will sell at public sale at auction the following vehicles to satisfy lien pursuant to Chapter 713.78 of the Florida Statutes on March 10, 2022, at 10 a.m.

AUCTION WILL OCCUR WHERE EACH VEHICLES IS LOCATED

2003 NISSAN VIN# 1N4AL11D73C266899
At: 2349 US HIGHWAY 441, FRUITLAND PARK, FLORIDA

ALL AUCTIONS ARE HELD WITH RESERVE
Any person(s) claiming any interest(s) in the above vehicles contact:
RAINBOW TITLE & LIEN, INC.
(954) 920-6020
Some of the vehicles may have been released prior to auction

nb-1-2-10

A-1 QUALITY TOWING
151 West Lemon Avenue
Eustis, Florida 32726

NOTICE OF SALE

A-1 Quality Towing will sell at Public Sale at Auction the following vehicles to satisfy lien pursuant to Chapter 713.585 of the Florida Statutes on February 28, 2022 at 9 a.m.

2001 HONDA ACCORD WHITE VIN# 3HGCG66561G702644

AUCTION WILL OCCUR WHERE EACH VEHICLE IS LOCATED

Any person(s) claiming any interest(s) in the above vehicles contact:
A-1 Quality Towing, 151 West Lemon Avenue, Eustis, Florida 32726.

ALL AUCTIONS ARE HELD WITH RESERVE
Some of the vehicles may have been released prior to auction.

nb-1-2-10

A-1 QUALITY TOWING
151 West Lemon Avenue
Eustis, Florida 32726

NOTICE OF SALE

A-1 Quality Towing will sell at Public Sale at Auction the following vehicles to satisfy lien pursuant to Chapter 713.585 of the Florida Statutes on March 17, 2022 at 9 a.m.

2012 FORD FUSION GRAY VIN# 3FAHP0HA3CR203504

AUCTION WILL OCCUR WHERE EACH VEHICLE IS LOCATED

Any person(s) claiming any interest(s) in the above vehicles contact:
A-1 Quality Towing, 151 West Lemon Avenue, Eustis, Florida 32726.

ALL AUCTIONS ARE HELD WITH RESERVE
Some of the vehicles may have been released prior to auction.

nb-1-2-10

NOTICE OF SALE

This is to serve notice of past due rent and notice of contents in the following units to be sold to the highest bidder at public auction.

You have 48 hours to remove contents and \$100 cleaning deposit before 9 a.m., February 18, 2022.

Auction will take place at 10 a.m., February 18, 2022, at

EUSTIS SAVER SELF-STORAGE
2910 KURT STREET
EUSTIS, FLORIDA 32726
352-251-0016

HEBERT HANKINSON Unit 2048

JOHNNA BARLOW Unit 1146

nb-2-2-17

AMERICAN COLLISION CENTER
29317 CR 561
Tavares, Florida 32778
(352) 343-1535

NOTICE OF SALE

Public Auction to be held at
American Collision Center & Towing
29317 CR 561, Tavares, Florida 32778
commencing at 9 a.m. on February 28, 2022

2010 NISSAN VERSA (BLUE) VIN# 3N1BC1CP8AL355648

nb-1-2-10

7- Day Rainfall & Temperature Tracking For The Week

Day	Rainfall	Temperature	
		High	Low
Wednesday	.00	80	46
Thursday	.00	83	56
Friday	.00	85	59
Saturday	.18	70	50
Sunday	.12	59	52
Monday	.01	63	49
Tuesday	.24	53	49

Courtesy of University of Florida/Institute of Food and Agricultural Sciences Automated Weather Service
Weather Station at Umatilla Municipal Airport
Rainfall for this period was .55"*

Cassia... cont'd

invited to the spaghetti dinner that is happening this same Saturday, January 19, at the clubhouse. Musicians that arrive as early as 4 p.m., may begin jamming for the diners inside the clubhouse. Have supper first, if you wish. The 100% All-Bluegrass jam will continue on after 7 p.m. when the dinner ends. Refreshments and leftovers will be available until about 9 p.m. for jammers and fans. Folks here for the spaghetti dinner are welcome to stay for the bluegrass jam, another free music event here at the club, held on the third Saturday of every month. For information on the club's music programs, call Julie at 407-929-9796 or contact Paul Dennis at pdennis@cfl.rr.com.

To schedule your band to play on stage for our music lovers on the second or fourth Saturdays, please contact music chairman Paul Dennis pdennis@cfl.rr.com. To rent the clubhouse and grounds for your party or other event, please call club president Pat Musselman at 352-589-8008. You could have your wedding and reception right here for much less than many other venues. It's one charge, not by the hour.

Please keep these folks in your prayers: club member Irene Rosenberg in the loss of her sister, the Baker family and friends in the loss of grandchild Jozie Leigh, Scott Screws, Jennifer Ricks, Robert P. Evans, and Kay Dennis. Happy 90th Birthday to our strawberry pie maker, Naomi. Club musician Henry T. Culp played at her party. Thanks for all those delicious pies, Naomi!

This is music festival season here in Central Florida and many festivals and fairs are happening during the next three months. Two festival producers' websites and Facebook pages will give you all of the details, Evans Media Productions and Tin Roof Shack Productions. The Palatka Bluegrass Festival is held in the fall and in the winter at the Rodeheaver Boys Ranch in a very large pavilion. Bring your chairs and drive straight north from Umatilla less than 50 miles on SR 19 to get there. February 17 to 19 are the dates. Look up this festival on the internet under EMS productions for performing bands and other particulars.

Facebook pages of folks prominent in our music world are David Allen Potter, Deano Graham, Justin Mason and Blue Night, and Freightliners band leader Doug Buchheister. They post many music events, both large and small, on their pages. Search the internet sites listed when you put in "bluegrass festivals" for more events that you would enjoy.

For nearly 70 years, the Winter Park Sidewalk Art Festival has presented some of the most interesting art work that the public may see, free of charge. This year's festival is on the weekend of March 18 to 20. This prestigious, renowned event is nationally known for the quality of works displayed. Older children will be inspired by seeing this show. On the Friday of the show, some school art classes come to view the variety of works by artists from many states as well as Florida. Especially nice is the school art section across the train tracks that displays students' works. Come early, 8:30 a.m., to find a good parking spot and less crowded viewing. The show is in Central Park on Park Avenue in Winter Park. Call if you want to know about great parking spots 407-929-9796.

Jamming at the Cassia Community Club and at the Ocoee Parking Lot Bluegrass Jam both have been going on for over 30 years. Look up Ocoee Parking Lot Bluegrass Jam on YouTube to see videos of past jams. Here is an open jam that folks from Canada, Europe, and other US states seek out when they are here. The jammers gather in the parking lot behind the Pizza Hut restaurant on SR 50 (West Colonial Drive) at Maguire Road in Ocoee at 6:30 p.m., every Friday evening, weather permitting. Bring a chair, children, fans, and calm doggies on leashes! Look for the Twistee Treat ice cream shop that is in this shopping center, also. For more information, call 407-929-9796 or look at two Facebook pages Ocoee Parking Lot Jammers, Ocoee Parking Lot Bluegrass Jammers, and Moonlite Express Bluegrass Band.

Please send in your pictures and news to juluemilamchampion@gmail.com, phone 407-929-9796, or post your news on the Cassia Community Club Facebook page.

ORDINANCE 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.

WHEREAS, an application has been received by Jessica R. Bolton, Managing Member of RGJ Bolton Properties, LLC, Owner, requesting a Special Use Permit pursuant to Chapter 7 of the City Land Development Regulations to allow the property located at 680 North Central Avenue, Umatilla, Florida (the “Property”), to be used for a tattoo parlor 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 tattoo parlor.

LEGAL DESCRIPTION: See Exhibit “A”.

Alternate Key # 1128846

Section 2: Zoning Classification.

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

- a. It has been established that there are no other tattoo parlors within 2,000’ of the subject property in compliance with Chapter 7, Section 3(b)(30).
- b. The Owner shall comply with all applicable provisions of the Land Development Regulations of the City of Umatilla.

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: 03.01.2022

Passed Second Reading: _____

EXHIBIT "A"

Umatilla, Lake County, Florida, more particularly described as follows: Commence at the point of intersection in the center line of Collins Street and the center line of Grantor's former Astor Branch main track, thence Northerly along said center line of Grantor's former main track 150 feet to the Point of Beginning, thence Easterly 30 feet, more or less, to a point on Grantor's Easterly property line, thence Northerly along said Easterly property line 52 feet, more or less, thence Westerly 45 feet, more or less, to a point in Grantor's Westerly property line, thence Southerly along said Westerly property line 52 feet, more or less, to a point, thence Easterly 15 feet, more or less, to the Point of Beginning, containing 0.05 acres more or less, the foregoing being all or part of the same premises acquired by Grantor herein by deed dated May 16, 1879, recorded November 10, 1891 in Book 16, Page 51, Public Records of Lake County, Florida

And

Lots 6 and 7, Block A, of H.L. Collins Subdivision, according to the plat thereof, as recorded in Plat Book 4, Page 22, of the Public Records of Lake County, Florida.

La Rue Tattoo Location Map



680 N. Central Avenue

331 N. Central Avenue

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: March 7, 2022

MEETING DATE: March 15, 2022

SUBJECT: Sale and Purchase of Real Property

ISSUE: Phillips Manufacturing Purchase of Real Property from City of Umatilla

BACKGROUND SUMMARY:

On February 15, 2022, Attorney Stone presented the City Council with a real estate transaction and sought feedback. At that time, staff was asking City Council to authorize the City Attorney and City Manager to move forward with finalizing contracts to be presented to City Council.

Phillips Manufacturing Company currently has a facility just south of Umatilla. They have expressed interest in building approximately 100,000 square feet of building which would provide jobs in Umatilla. The City's spray field site of approximately 18.5 acres is of interest and, if approved, would be sold for \$40,000 per acre, or whatever amount is mutually agreed upon by both parties. This project would be significant for the City of Umatilla in that it would create jobs and increase the City's tax base.

As authorized by staff, negotiations have taken place and City Council is being asked to consider an agreement for the sale and purchase of real property.

STAFF RECOMMENDATIONS: Approval

FISCAL IMPACTS: Purchase Price of Property \$740,000 which shall be paid to the City of Umatilla as provided for in the Agreement

COUNCIL ACTION:

Reviewed by City Attorney Yes No N/A

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY (the "Agreement") dated as of the Contract Date (as herein defined), executed by and between **The City of Umatilla**, a municipal corporation ("Seller") and **Phillips Manufacturing Co.**, a Nebraska corporation ("Buyer");

W I T N E S S E T H:

WHEREAS, Seller is the owner of certain real property located within the City limits of Umatilla, in Lake County, Florida, including any improvements located thereon and other rights and interests herein described (being defined herein as the "Property"); and

WHEREAS, Buyer desires to purchase the Property and Seller desires to sell the Property to Buyer, all in accordance with the terms set forth herein;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, Seller agrees to sell, and Buyer agrees to buy, the Property (as herein defined), upon the following terms and conditions:

Article 1.

THE PROPERTY

1.1 Description of Property.

(a) The interests and rights to be purchased by Buyer and conveyed by Seller pursuant to this Agreement include the following (collectively, the "Property");

The parcels of land located in Lake County, Florida described on Exhibit A, attached hereto and incorporated herein by this reference (the "Land") with the exception of any right, title and interest held by Seller in its capacity as or attributable to it being a local government entity. The Land shall also include all of Seller's fee simple rights, title and interest in, on, and to all licenses, privileges, tenements, reversions and appurtenances belonging or appertaining to the Exhibit A property

(b) The parties intend that the Land shall include all property included within the following tax parcels, as shown on the Lake County Property Appraiser's site:

(i) Tax Parcel 14 18 26 0004 000 07000;

- (ii) Tax Parcel 14 18 26 0004 000 06700;
- (iii) Tax Parcel 14 18 26 0004 000 06900.

If Buyer's surveyor determines the Exhibit A description does not include all the lands within such tax parcels, the surveyor shall prepare a proposed revision of the Exhibit A description that does include all such lands. Upon approval of both parties (which approval shall not be unreasonably withheld) this Agreement shall be amended to substitute the revised description for the Exhibit A description.

Article 2.

PURCHASE PRICE, METHOD OF PAYMENT

2.1 Payment of Purchase Price.

(a) The purchase price for the Property ("Purchase Price") shall be Seven Hundred Forty Thousand and 00/100 Dollars (\$740,000.00). The Purchase Price shall be paid in the following manner:

(i) Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) as an earnest money deposit (the "Deposit"), paid by Buyer to Losey PLLC ("Escrow Agent"), within five (5) business days after execution hereof. The Deposit will be credited against the Purchase Price at Closing and disbursed to Seller. If no Closing occurs, Escrow Agent shall pay the Deposit to the party entitled thereto under this Agreement.

(ii) The balance of the Purchase Price by wire transfer to Escrow Agent at Closing, plus or minus such amounts as may be required as the results of credits, prorations and adjustments described in this Agreement, which amounts shall be paid over to Seller upon satisfaction of its Closing obligations.

(b) Escrow Agent shall also serve as, and be referred to herein as, the "Closing Agent" and the "Title Agent" for this transaction.

(c) If Buyer and Seller dispute to whom the Deposit should be paid, Escrow Agent may continue to hold the Deposit until Buyer and Seller agree, or Escrow Agent may interplead such amount into the registry of the Circuit Court of Lake County, Florida, and Buyer and Seller shall be jointly and severally liable to reimburse Escrow

Agent for all costs and expenses (including reasonable attorneys' fees) incurred by Escrow Agent in connection with such interpleader. The prevailing party in the interpleader proceedings shall have the right to recover from the non-prevailing party all amounts paid by the prevailing party to Escrow Agent. The interpleading of the Deposit into the court registry shall release Escrow Agent from any continuing liability for disposition of the funds that are interpled. Escrow Agent shall incur no liability whatsoever, except for willful misconduct or gross negligence so long as Escrow Agent acts in good faith. All parties release Escrow Agent from any liability arising by virtue of any act done or omitted to be done in good faith and in the performance of Escrow Agent's duties hereunder.

Article 3.

CONTINGENCIES OF CLOSING

As a condition precedent to Buyer's obligation to close, all of the following contingencies shall be and remain satisfied as of the Closing Date:

3.1 Evidence of Title.

(a) Issuance of Commitment. Within twenty (20) days after the "Contract Date" (as herein defined), Buyer shall cause Title Agent to issue to Buyer a commitment for an owner's marketable title insurance policy (the "Commitment"), written on Fidelity National Title Insurance Company (the "Title Company"). The Commitment (and final title policy) shall be issued in the amount of the Purchase Price, and Buyer shall bear the cost of the title search and the title policy premium. The Commitment must evidence that Seller is vested with fee simple title to the Property, free and clear of all liens, encumbrances, exceptions or qualifications except for matters required to be discharged by Seller on or before the Closing Date, ad valorem taxes for the year of Closing and subsequent years and title or survey matters acceptable to Buyer. The Commitment must provide that, upon satisfaction of the requirements specified in Schedule B-Section I (the "Commitment Requirements"), title to the Property shall vest in Buyer, subject only to the Permitted Exceptions.

(b) Mandatory Cure Matters. Notwithstanding anything herein to the contrary, Seller is and shall remain affirmatively obligated and required to cure and satisfy each and all of the following types of matters, without notice from or demand by Buyer, and to the satisfaction of the Title Company and Title Agent and as a condition to Buyer's obligation to close (such matters, individually and collectively, the "Mandatory Cure Matters"):

- (i) any mortgage, security documents, judgment, claim, lien or encumbrance securing, or requiring payment of, a sum certain or an amount capable of calculation;
- (ii) any construction, mechanics, or materialmen's lien;
- (iii) the lien of ad valorem, real or personal property taxes, assessments or governmental charges, which are due and payable or delinquent;
- (iv) any matter first appearing of record after the Contract Date that Seller (or others acting on Seller's behalf or at Seller's direction) has executed, recorded, or consented to or allowed or caused to be recorded, unless Buyer has specifically consented in writing to such matter;
- (v) any other matters that Seller agrees in writing to cure, whether during the Inspection Period or thereafter.

Provided, however, that Mandatory Cure Matters shall not include any matters which are disputed by the Seller in good faith, which disputed matters shall be Discretionary Title Defects within the meaning set forth in subparagraph (f) of this Section 3.1.

(c) Permitted Exceptions. Buyer shall have until the end of the Inspection Period within which to review the Commitment and any Survey obtained by Buyer and to determine whether the exceptions are acceptable. The special exceptions listed in the Commitment, as it has been updated when the Inspection Period expires (other than any matters constituting Mandatory Cure Matters, which must in any event be cured by Seller), shall be deemed the "Permitted Exceptions" under this Agreement, and Seller shall convey title to Buyer at Closing subject to such matters.

(d) Execution by Seller of Standard Owner's Affidavit. Seller represents that there are no construction liens, claims of lien or other claims against the Property, and that bills for all work done or materials supplied to the Property at Seller's request have been paid in full. This representation must also be true at Closing. In accordance with standard closing and underwriting procedures, Seller shall execute an owner's affidavit at Closing, which affidavit must comply with Title Company underwriting standards and allow deletion of the standard printed exceptions, including those for construction liens, parties in possession and the gap.

(e) Prohibition Against Seller Creating or Allowing New Encumbrances. Following the Contract Date and during the pendency of this Agreement, Seller shall neither execute or record, nor cause, allow or consent to be recorded, among the public records, any document that encumbers title to the Property without Buyer's prior written

consent. As provided in this Paragraph, any such matters created or allowed by Seller shall be deemed Mandatory Cure Matters.

(f) Discretionary Title Defects. From time to time from and after the Inspection Period and prior to the Closing Date, the Title Agent shall endorse the Commitment to update the Effective Date thereof and to reflect on the Commitment any additional title matters that were recorded during the period searched. If any such endorsement to the Commitment discloses any additional instruments or documents (other than Mandatory Cure Matters, which must be cured by Seller) such instruments or documents shall be deemed "Discretionary Title Defects." Buyer may notify Seller of such Discretionary Title Defects, but unless they are Mandatory Cure Matters, it is within Seller's discretion whether or not to cure such matters. If Discretionary Title Defects are not cured and removed from the Commitment prior to Closing, either Party may extend the Closing Date for up to thirty (30) days, by written notice to the other Party, to allow additional time for either Party to remove the Discretionary Title Defects. If Seller fails or refuses to remove the Discretionary Title Defects within such thirty (30) day period, Buyer may elect to either: (i) accept such Discretionary Title Defect as an additional Permitted Exception and close without reduction in the Purchase Price, or (ii) terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Buyer, and this Agreement and all rights and obligations of the Parties hereunder shall cease, terminate and be null and void.

3.2 Survey.

Buyer may obtain, at Buyer's expense, a survey of the Property (the "Survey"). The Survey shall confirm that the Exhibit A legal description contains all the land described in Paragraph 1.1(b) and shall make such changes (subject to the approval of both Buyer and Seller) as may be necessary to accomplish that objective. If the Survey reveals any encroachments, overlaps, rights-of-way or other survey defects that constitute Mandatory Cure Matters, Buyer shall so notify Seller and Seller shall be obligated to cure them in accordance with the terms of this Agreement. Buyer shall cause the Survey to be certified to Buyer, Seller, and the title company. Buyer shall provide Seller with a copy of any Survey it obtains. At Buyer's option, Buyer may cause the Survey to show the number and location of "Net Upland Acres" within the Property, to allow Buyer to assure the Property can be used for the Intended Use. The term "Net Upland Acres" shall mean all acreage within the Land, less any areas lying within water bodies or within jurisdictional wetlands or waters of the United States, as determined by commonly applied and accepted guidelines and methodologies, including those established by the Florida Department of Environmental Protection.

3.3 Seller's Curative Obligations as to Mandatory Cure Matters.

(a) As provided herein, Seller shall have no duty or obligation to cure Discretionary Title Defects. Seller is obligated, however, to cure all Mandatory Cure

Matters, and the accomplishment of such cure is a condition to Buyer's obligation to close hereunder. If Seller fails to cure any Mandatory Cure Matter prior to closing, Buyer may elect to do any one or more of the following:

(i) Buyer may elect to extend the Closing Date for up to ninety (90) days, to allow time for the Mandatory Cure Matter to be cured. If Buyer elects to extend the Closing Date, Buyer may allow Seller to expend all efforts to cure the Mandatory Cure Matter, or Buyer may, at its sole option and at any time, elect to expend its own efforts to assist in curing the Mandatory Cure Matter (but without relieving Seller of its obligation to do so);

(ii) Buyer may at any time elect to close and accept a conveyance of the Property notwithstanding the Mandatory Cure Matter if it remains uncured. In no event shall the Mandatory Cure Matter be deemed a Permitted Exception. In that event, the reasonable and documented costs and expenses paid by Buyer (including reasonable attorneys' fees) in an effort to cure the Mandatory Cure Matter shall be credited against the Purchase Price at Closing, whether or not the cure was successfully concluded.

(iii) Buyer may at any time elect to terminate this Agreement and receive a refund of the Deposit.

3.4 Inspection Period.

(a) On or within five (5) business days following the Contract Date, Seller shall provide to Buyer, without charge, copies of all information in Seller's possession or control pertaining to the Property as of the Contract Date and not previously delivered to Buyer, including but not limited to copies of environmental reports, soils or geotechnical reports, and endangered species reports, any other third party studies or reports, and copies of any service agreements, leases or other agreements that exist with respect to the Property. All such materials will be provided to Buyer with no representation or warranty of any kind from Seller.

(b) Buyer shall have a period of one hundred eighty (180) days from the Contract Date (the "Inspection Period") within which to undertake, at Buyer's sole cost and expense, such feasibility studies, surveys, architectural and engineering studies, soil borings, environmental phase one and phase two assessments, and any other examinations, studies, tests, investigations and inspections (hereinafter, collectively, the "Inspections") as Buyer may desire with respect to the Property, but with no obligation upon Buyer to perform any particular inspection or investigation. Prior to

accessing the Property, Buyer (and Buyer's agents or contractors) shall provide Seller with proof of insurance reasonably acceptable to Seller. The Inspections may include, without limitation, physical inspections; investigation of availability of permits, licenses, consents, approvals, conditional uses, variances and the like from any governmental agency or authority having jurisdiction over the Property; investigation of zoning and land use classifications to be pursued with respect to the Property; investigations as to availability of necessary utilities for Buyer's intended use; preparation and review of engineering, environmental, geotechnical, architectural and other tests, studies and investigations; preparation, review and modification of architectural and other designs; securing of sources of funds for purchase, design, development and construction; and any other matters Buyer deems necessary, desirable or appropriate. Seller hereby grants to Buyer and Buyer's agents and consultants, full right of entry upon the Property throughout the Inspection Period and up to and including the earlier of the date of Closing or termination of this Contract, provided, however, that Buyer, its agents and contractors enter the property and conduct inspections at their own risk. Moreover, Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, and form liability to any person, arising from the conduct of any and all Inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a construction lien being filed against the Property without Seller's prior written consent. If this transaction does not close, Buyer will, at Buyer's expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to Seller all reports and other work generated as a result of the Inspections.

(c) If the results of Buyer's inspections are, in Buyer's sole discretion, unacceptable to Buyer for any reason, Buyer may terminate this Agreement by written notice to Seller and Escrow Agent on or before the last day of the Inspection Period. In such event the Deposit shall be returned to Buyer, and this Agreement and all rights and obligations of the parties hereunder shall thereupon cease, terminate and be null and void except as otherwise specifically herein provided.

3.5 Contingency Period.

(a) Buyer intends to purchase the Property to develop and use the Property for a heavy manufacturing facility ultimately consisting of 100,000 square feet, more or less, for the manufacture, warehousing, distribution and sale of building construction materials (the "Intended Use"). Such expressed intention is not a representation or warranty of Buyer and does not constitute an obligation or commitment of Buyer of any kind. The current status and characteristics of the Property do not render the Property amenable to development under applicable local governmental regulations for the Intended Use. As provided in this Agreement, it is essential that the Property be entitled with and have benefit of, all necessary utilities, zoning, land uses, development approvals, entitlements, authorizations and permits to allow Buyer's Intended Use (such benefits being collectively referred to as the "Intended

Use Approvals”). Therefore, for a period commencing on the Contract Date and continuing for a period of two hundred ten (210) days (such period, as it may be extended, being referred to as the “Contingency Period”), Buyer shall endeavor to accomplish the following matters (collectively, the “Buyer Contingencies”), the completion of each of which is a contingency to Buyer’s obligation to close hereunder:

(i) The Property is currently designated as “Public Facilities” or “Utilities” on the City of Umatilla’s Future Land Use (FLU) and Zoning Maps. It is a contingency to Buyer’s obligation to close that:

(A) the future land use for the Property be changed to “Industrial” on the FLU map and corresponding changes be made to the City of Umatilla Comprehensive Land Use Plan;

(B) the Property be granted a zoning designation and entitlements that will allow Buyer’s Intended Use and will allow access to the proposed plant on the Property, by both passenger vehicles and 80,000-pound trucks, by means of Golden Gem Drive. There shall be no requirement or condition that Buyer (or the Property owner) pay for or perform any improvements or changes to Golden Gem Drive in order to use Golden Gem Drive for such access purposes;

(C) all appeal periods relating to the comprehensive land use plan and FLU amendments and zoning changes shall have expired without any appeals or objections having been filed.

(ii) The City of Umatilla shall have abandoned the current use of the Property for a sanitary sewer spray field and shall have removed any and all piping, facilities and other infrastructure on or within the Property that supported such use.

(iii) Preparation, submission and approval of the proposed site plan for development of the Property, including completion of required topographic and off-site surveys and any wetland determinations necessary to determine location of uplands or building envelopes;

(iv) Procurement of necessary permits and approvals from St. Johns River Water Management District;

(v) Procurement of necessary permits and approvals from Florida Department of Environmental Protection for potable water and

sanitary sewer services adequate to serve the Intended Use improvements;

(vi) Determination that water, sewer, and power lines have been or will be extended to the Property boundary and available to serve the Property when needed by Buyer;

(vii) Concurrency verification letters from applicable governmental or quasi-governmental authorities indicating there is sufficient off-site infrastructure capacity to permit Buyer to develop the Property for the Intended Use, subject to conditions acceptable to Buyer, in its discretion, with respect to construction of or payment for offsite improvements;

(viii) Issuance of all necessary driveway and other permits allowing the use of Golden Gem Drive for passenger vehicles and trucks as provided in this Agreement, either by Lake County, Florida, or (if Lake County conveys to the City the rights and interests in Golden Gem Drive that entitle and allow the City the right and authority to issue such driveway and other permits) by the City of Umatilla.

(ix) Such other approvals, permits or authorizations from governmental or quasi-governmental agencies or authorities as may be necessary to allow development or use of the Property for the Intended Use.

Buyer acknowledges that requests must go through all required procedures, including public hearings, and that seller makes no representation whatsoever that approvals will be granted for Buyer's intended use.

(b) Following the Contract Date, Buyer and Seller shall each promptly commence efforts and cooperate, as herein provided, to obtain the Intended Use Approvals and to keep each other reasonably apprised of the status thereof. However, any Seller efforts or cooperation shall be at no expense to Seller. Buy signing this Contract, Seller is in no manner approving any of the items listed in the contingency period section and makes no representation that approvals will be obtained. Buyer understands and acknowledges that all such matters are subject to public input and legislative findings, and shall go through all approval processes like any other development. Buyer expressly assumes the risk that one or more approvals will not be granted and that the property will not be suitable for Buyer's intended use.

(c) It is a condition precedent to Buyer's obligation to close on the purchase of the Property, that the Buyer Contingencies be satisfied. If Buyer is unable to satisfy all Buyer Contingencies during the Contingency Period, Buyer may either:

(i) extend the Contingency Period for a period of an additional sixty (60) days by notice to Seller and Escrow Agent of Buyer's election to do so, on or before the last day of the Contingency Period; or

(ii) terminate this Agreement, by written notice to Seller and Escrow Agent at any time prior to expiration of the Contingency Period. If Buyer so terminates the Agreement, the Deposit shall be refunded to Buyer and all rights and obligations of Buyer and Seller under this Agreement shall be terminated except as otherwise specifically provided herein. If Buyer terminates the Agreement or otherwise does not close, Buyer shall provide to Seller copies of all reports and results of its Inspections at no expense to Seller.

3.6 Development Incentives.

Buyer intends and desires to pursue and obtain the benefit of any and all state, regional and local tax and other incentives that exist or may be made available due to Buyer's potential acquisition of the Property and location of its manufacturing business within the City of Umatilla. Seller will cooperate and assist Buyer in its efforts, including its efforts to obtain any available ad valorem tax incentives, rebates or relief from Lake County, but Seller makes not representation whatsoever that such incentives will be granted and does not agree to any incentives in this Agreement.

3.7 Leases.

Seller represents that there are no parties in possession or with rights of possession or all or any part of the Property or that if there are any such parties with rights of possession, that all rights of such parties shall be terminated prior to the Closing Date. Between the Contract Date and the Closing Date, Seller shall not enter into any new leases of all or any portion of the Property.

3.8 Service Contracts.

Prior to the Closing Date, Seller shall terminate any landscaping, pest control or other service contracts that Seller has in effect with respect to the Property ("Service Contracts") unless Buyer and Seller otherwise agree in writing.

3.9 Maintenance of the Property.

Between the Contract Date and Closing Date, Seller shall continue to maintain the Property in substantially the same condition as exists as of the Contract Date.

3.10 Condemnation.

If, prior to Closing all or any portion of the Property is condemned, threatened to be condemned, or condemnation proceedings have been instituted for any public or quasi-public purpose, Buyer shall have the option to (i) terminate this Agreement and receive a return of the Deposit or (ii) proceed with Closing. Seller shall immediately notify Buyer in writing of the institution or threat of condemnation by a public or quasi-public authority.

3.11 Risk of Loss.

(a) All risk of loss or damage with respect to the Property shall remain with Seller and shall pass from Seller to Buyer at 5:00 pm on the Closing Date. Seller shall retain in effect its existing policies of insurance covering the Property until the risk of loss or damage passes to Buyer.

(b) If the Property or any portion thereof shall be destroyed or damaged by fire, flood, casualty or other means before the risk of loss passes to Buyer in accordance with subparagraph (a), Seller shall immediately notify Buyer in writing. Buyer shall elect, in writing, within ten (10) days after receipt of notice from Seller of such damage or destruction, to either:

(i) close on the purchase of the Property; or.

(ii) terminate this Agreement, in which event the Deposit shall be returned to Buyer and all parties shall be released from their obligations and liabilities hereunder except as otherwise specifically herein provided.

If Buyer fails to make a written election, Buyer will conclusively be deemed to have elected to close on the purchase of the Property in accordance with subparagraph (b)(i).

Article 4.

CLOSING

4.1 Closing Date.

(a) The "Closing Date" or "Closing" and the transfer of title to the Property shall occur on the date that is thirty (30) days after the last day of the Contingency Period, as such period may be extended in accordance with this Agreement.

(b) The Closing shall be held at Escrow Agent's offices, or at such other place as may be mutually agreed upon by Buyer and Seller. Alternatively, Seller may elect for a "mail away" closing without the need to travel to Escrow Agent's offices.

4.2 Conveyance Documents.

(a) Seller shall convey to Buyer fee simple title to the Property by special warranty deed, subject only to the Permitted Exceptions. The deed shall transfer all of Seller's interest in and to all improvements, approvals, fixtures, easements, rights-of-way, licenses, privileges, tenements and appurtenances belonging or appertaining to the Property.

(b) At the Closing, Seller shall also execute and deliver to Buyer the following instruments: (i) A construction lien, possession and encumbrance affidavit in form and content reasonably acceptable to Buyer; (ii) a non-foreign affidavit and certificate in form and content reasonably acceptable to Buyer; (iii) such other documents that may be required by Closing Agent to convey marketable title; (iv) a closing statement; and (v) such other documents as may be reasonably required.

(c) At the Closing, Buyer shall execute (i) a closing statement and (ii) such other documents as may be reasonably required.

4.3 Allocation of Expenses.

(a) Seller shall pay for documentary stamps on the deed, the cost of recording curative instruments, , and the fee for any municipal lien search obtained in order to delete title policy exceptions. Buyer shall pay the costs of recording the warranty deed, the owner's title policy premium and title search, and any costs associated with Buyer's financing. Each party shall pay its respective attorney's fees.

(b) Seller shall pay at its sole cost and expense, all assessments, bonds, and special assessments constituting a lien or encumbrance against the Property or any part thereof, provided that, as of the Closing Date, the same either exists or is being acted upon by the local authority having the authority to impose the same. Seller represents that Seller does not know of any such assessment, bond, or special assessment, or that any of the same is being acted upon by any such authority, agency, or body.

(c) At Closing, Seller shall pay the commission due to Colliers International ("Broker") in the amount of five percent (5%) of the Purchase Price.

4.4 Prorations.

(a) Real and personal property taxes for the year of Closing, special assessments, and all other proratable items shall be prorated to the Closing Date. All real estate special assessments and ad valorem taxes for prior years shall be paid by Seller. For proration purposes it will be assumed real estate and personal property taxes are paid with the maximum discount available. In the event the current assessment and millage are not available, all taxes for the year of Closing shall be based on the previous year's assessment and millage.

Article 5.

DEFAULT

5.1 Notice of Default.

No default may be claimed or charged by either party until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of ten (10) days after the defaulting party's receipt of such notice. Notwithstanding the foregoing, no notice shall be required and no curative period shall be granted if the default consists of failure to close on the Closing Date.

5.2 Default by Buyer.

If the conditions precedent to Buyer's obligation to close are fulfilled, and if Seller performs its obligations hereunder, but Buyer fails to close on the purchase of the Property, Buyer shall be in default hereunder. Seller's sole and exclusive remedy in the event of a Buyer default shall be to terminate this Agreement, and receive the Deposit as liquidated damages in full and final settlement of all claims Seller may have against Buyer for breach of this Agreement.

5.3 Default by Seller.

Provided Buyer is not in default hereunder, if Seller refuses or fails to comply with and perform in accordance with the provisions of this Agreement, Seller shall be deemed to be in default hereunder. In the event of a Seller default, Buyer's sole and exclusive remedies shall be to either: (i) terminate this Agreement and demand and receive a return of the Deposit, in which event neither party shall be under any further obligation or liability to the other under this Agreement; or (ii) bring an action or proceeding to require Seller to specifically perform its obligations hereunder. Notwithstanding anything herein to the contrary, in the limited circumstance in which Seller intentionally or willfully takes an action following the Contract Date that renders Seller unable to timely perform its obligations hereunder (such as conveying title to a third party or encumbering the Property with a lease or other agreement or willfully creating another circumstance that is not readily susceptible to cure), then in that limited

circumstance, if Buyer elects to terminate this Agreement, Buyer shall be entitled to collect from Seller all costs and expenses paid or incurred by Buyer investigating the Property or preparing to close, including Buyer's due diligence expenses, costs and expenses associated with seeking the Intended Use Approvals, Buyer's attorneys' fees and costs and other documented costs and expenses paid or incurred by Buyer. However, the total expenses due from Seller to Buyer under this section shall not exceed \$100,000.00 (i.e., capped at \$100,000.00).

Article 6.

TIME

6.1 Time of the Essence.

Time, and timely performance, are of the essence of this Agreement and of the covenants and provisions hereunder. Any time period that ends on a Saturday, Sunday, legal holiday, or bank holiday shall extend to 5:00 P.M. Eastern Standard Time or Eastern Daylight Savings Time (whichever shall then be in effect) of the next full business day.

6.2 Contract Date.

The "Contract Date" is the date upon which the last one of Seller and Buyer has properly executed this Agreement. This Agreement, if executed by one of the parties, shall be a non-revocable offer until the expiration of ten days from the date of delivery to the other party.

Article 7.

SELLER REPRESENTATIONS AND WARRANTIES

Except as expressly set forth in this Contract, Seller is not making and specifically disclaims any representations, warranties, or covenants of any kind or character, express or implied, with respect to the property. Subject to this limitation, Seller represents to Buyer the following matters:

7.1 Seller's Ownership and Authority.

Seller represents that it owns the Property. Upon approval by Seller's City Council, Seller has full power, right, and authority, and is duly authorized to enter into this Agreement, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder. This Agreement does not, nor

does the observance or performance by Seller of its obligations hereunder, contravene any provisions of law, trust, indenture, or agreement binding upon Seller, and when executed, the instruments required hereunder shall constitute valid and binding obligations of Seller in accordance with their terms. In its performance of its obligations under this Agreement, including execution of closing documents, Seller shall comply with all laws, ordinances and customs.

7.2 Environmental.

(a) Seller has operated the Property as a sprayfield, involving the discharge of wastewater on the property. Besides any Hazardous Substance that may be associated with Seller's sprayfield use, to Seller's knowledge, Seller has not manufactured, generated, refined, transported, treated, stored, handled, discharged or disposed of any Hazardous Substance (as hereinafter defined) on the Property, or stored or used any such Hazardous Substance on the Property in such quantities, concentrations, forms or levels, or otherwise in a manner that is in violation of any applicable environmental laws. To Seller's knowledge, no third party has manufactured, generated, refined, transported, treated, stored, handled, discharged or disposed of any Hazardous Substance on the Property, or stored or used any such Hazardous Substance on the Property in such quantities, concentrations, forms or levels, or otherwise in a manner that is in violation of any applicable environmental laws.

(b) "Hazardous Substance" means any toxic or hazardous waste, pollutants or substances, including, without limitation, asbestos, PCB's, petroleum products and by-products, substances defined or listed as "hazardous substance", "toxic substance", "toxic pollutant", or similarly identified substance or mixture, in or pursuant to any environmental law, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. {9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. { 1802, et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. { 6901, et seq., as amended.

Article 8.

MISCELLANEOUS

8.1 Option to Repurchase.

[RESERVED FOR INSERTION OF REPURCHASE OPTION IN THE EVENT THAT RELOCATION OF CURRENT BUYER FACILITY IS NOT ACCOMPLISHED THROUGH THE POINT OF COMMENCEMENT OF CONSTRUCTION]

8.2 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

8.3 Real Estate Commission.

(a) Buyer represents and warrants to Seller the following matters:

(i) Buyer did not learn of the Property through any real estate broker other than Broker; (ii) Buyer has not agreed to pay a commission or fee to any real estate broker or agent in connection with Buyer's purchase of the Property other than Broker; and (iii) Buyer was not shown the Property by any real estate broker or agent other than Broker.

Buyer shall indemnify, defend and hold Seller harmless from any claim for a real estate brokerage commission or fee made by any real estate broker or agent based upon a claim that such broker or agent identified the Property to Buyer or showed the Property to Buyer or for some other reason was the procuring cause of the sale of the Property to Buyer, or based upon a claim that Buyer agreed to pay a real estate brokerage commission or fee to such party.

(b) Seller represents and warrants to Buyer the following matters:

(i) Seller has not employed the services of any real estate broker or agent in connection with the negotiation of this Agreement; (ii) Seller has not agreed to pay a real estate brokerage commission to any real estate broker in connection with this Agreement other than to Broker. Seller shall indemnify, defend and hold Buyer harmless from any claim for a real estate brokerage commission or fee made by a real estate broker or agent based upon a claim that Seller used the services of such broker or agent, or that Seller agreed to pay a commission or fee; provided, however, Seller's representation and warranty and obligation to indemnify, defend and hold harmless shall not extend to a claim by any real estate broker or agent who identified or showed the Property to Buyer, or with whom Buyer has an agreement to pay a real estate brokerage commission or fee.

8.4 Successors and Assigns.

This Agreement is not assignable by Buyer (except to a entity related to Buyer which Buyer believes in good faith, at the time of such of such assignment, is ready and able to perform Buyer's obligations hereunder) without the express written consent of Seller, which shall not be unreasonably refused. To the extent assignment is allowed, the rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Seller and Buyer, their heirs, executors, receivers, trustees, successors and assigns.

8.5 Entire Agreement.

This Agreement contains the entire understanding between Buyer and Seller and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained. This Agreement shall be interpreted and enforced under the laws of the State of Florida.

8.6 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be considered to be an original, and all collectively deemed one instrument.

8.7 Amendments and Waivers.

This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. Either party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

8.8 Typewritten or Handwritten Provisions.

Handwritten provisions inserted into this Agreement and typewritten provisions initialed by both parties shall control over the typewritten provisions in conflict therewith.

8.9 Litigation and Attorney's Fees.

If either party brings suit to enforce or construe any provision hereof (before or after Closing), the prevailing party shall be entitled to recover from the other, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorney's fees (including attorney's fees and costs of appeals) as fixed by the Court.

8.10 Notices.

(a) All notices provided for in this Agreement shall be personally delivered; sent by registered or certified U.S. mail, return receipt requested; sent by nationally-recognized overnight courier service with delivery fee prepaid; or sent by electronic mail, to the addresses set forth below or at such other addresses as the parties shall designate to each other in writing:

Seller:

City of Umatilla
1 S Central Ave
Umatilla, FL 32784
Attn: City Manager
sblankenship@umatillafl.org

With copy to
the following,
as "Seller's
Counsel":

Kevin M. Stone
Stone & Gerken, P.A.
4850 N. Hwy 19A
Mount Dora, FL 32757
kevin@stoneandgerken.com

Buyer:

Phillips Manufacturing Co.
4949 S. 30th Street
Omaha, Nebraska 68107
Attn: Henri Jung, COO, and
Joseph Krings, Controller
hjung@phillipsmfg.com and
jkrings@phillipsmfg.com

With copy to
the following,
as "Buyer's
Counsel":

Lynne M. White, Esq.
Losey PLLC
1420 Edgewater Drive
Orlando, Florida 32804
lwhite@losey.law

Escrow Agent:

Lynne M. White, Esq.
Losey PLLC
1420 Edgewater Drive
Orlando, Florida 32804
lwhite@losey.law

(b) Any notice given by certified mail shall be deemed given on the second business day after the same is deposited in the United States mail, with postage prepaid. Any notice given by overnight courier service shall be deemed received on the first business day after the same is deposited with such courier service. Any notice that is personally delivered or given by any method not described in subsection (a) shall be deemed received upon actual receipt by the party to whom delivered. Any notice given by electronic mail shall be deemed given when such email is sent, properly addressed.

(c) Buyer and Seller may from time to time notify the other or changes with respect to where and to whom notices should be sent by sending notification of such changes pursuant to this section.

IN WITNESS WHEREOF, the parties hereunder have set their hands and seals as of the date set forth below.

Witnesses (as to both):

CITY OF UMATILLA

By: _____

Executed by Seller on _____, 2022

Witnesses:

Phillips Manufacturing Co.,
a Nebraska corporation

By: _____

Executed by Buyer on _____, 2022

By execution below, Escrow Agent acknowledges receipt of the Deposit in the amount of \$25,000.00, subject to clearance of funds if paid by check. Escrow Agent agrees to hold and disburse the Deposit in accordance with the terms of this Agreement.

Losey PLLC

By: _____

EXHIBIT A

Parcel One (Tax Parcel 14 18 26 0004 000 07000)

The South one-half of the Southeast one-quarter of the Northwest one-quarter of the Southeast one-quarter of Section 14, Township 18 South, Range 26 East, Lake County, Florida.

Parcel Two (Tax Parcel 14 18 26 0004 000 06700)

The North one-half of the South one-half of the East one-half of the Northwest one-quarter of the Southeast one-quarter; also the South one-half of the North one-half of the East one-half of the northwest one-quarter of the Southeast one-quarter, all in Section 14, Township 18 South, Range 26 East, Lake County, Florida.

Parcel Three (Tax Parcel 14 18 26 0004 000 06900)

The Southwest one-quarter of the Northwest one-quarter of the Southeast one-quarter, in Section 14, Township 18 South, Range 26 East, Lake County, Florida.



UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF February 28, 2022 to March 7, 2022

ARRESTS

--	--	--	--

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

3/03/2022	8:10 pm	Elias Hernandez Paisley	Driving While License Suspended or Revoked
------------------	----------------	------------------------------------	---

REPORTS FILED

3/01/2022	1:49 pm	Officers took a report of Criminal Mischief as to damage of a vehicle.	
3/05/2022	7:53 pm	Officers responded with the Umatilla Fire Department to a fire of unknown origin that had damaged 2 fence panels on Lonestar Avenue.	
3/06/2022	12:12 am	Officers took a report of vandalism to a vehicle at 391 North Central Avenue.	

ASSISTED OTHER AGENCIES

3/05/2022	5:09 pm	Officers assisted DCF to a residence on Camilla Street.	
------------------	----------------	--	--


ACTIVITY BREAKDOWN

ARRESTS	0
DISPATCHED CALLS	94
TRAFFIC STOPS	32
CITATIONS ISSUED	1

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
February 1, 2022 through February 7, 2022

ARRESTS

02/01/2022		Justin M.T. Hamilton, Umatilla	Domestic battery by strangulation.
------------	---	-----------------------------------	------------------------------------

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

--	--	--	--

REPORTS FILED

02/01/2022	12:26 pm	Officers assisted DCF with an investigation on Orange Avenue.
02/01/2022	2:04 pm	Officer took report of vehicle being hit on Umatilla Boulevard. Person was not in car at time of accident.
02/01/2022	5:39 pm	Officers responded to 400 Hatfield Drive to an altercation between two juveniles. Investigation is ongoing.
02/02/2022	2:17 am	Officers responded to a call on West Fifth Avenue a person was transported to Lifestream Behavioral Center for treatment under the Baker Act.
02/02/2022	3:38 pm	Officers responded to a call referencing a juvenile assault on another juvenile on Trowell Avenue. The investigation is ongoing.
02/02/2022	5:39 pm	Officers responded to 525 North Central Ave place of business. Person was sleeping outside on couch. Business owner had person trespassed.
02/02/2022	6:30 pm	Officers responded to a call at 200 Devault Street in reference to a person needing medical attention.
02/02/2022	6:31 pm	Officers responded to 691 Wisteria Avenue in reference to a burglary. A report was taken. The investigation is ongoing.
2/03/2022	12:13 pm	Officers filed informational report in reference to the attempted removal of funds from a deceased persons account.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
February 1, 2022 through February 7, 2022

ARRESTS

02/04/2022	2:00 am	Officers assisted LCSO with an attempted burglary call on East Fourth Street.
02/04/2022	8:00 am	Officers responded to call that cows had gotten out of their fence near Hwy 19 and Florida's Natural. Upon arrival, the cows had made their way back into the fence and were being tended to.
2/7/2022	8:30 PM	Officers took a report of theft from a residence on East Collins Street.
2/7/2022	8:15 pm	Officers took a report of a dispute over the feeding of feral cats.

ACTIVITY BREAKDOWN

ARRESTS	1
DISPATCHED CALLS	95
TRAFFIC STOPS	21
TRAFFIC CITATIONS ISSUED	1

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
February 8, 2022 through February 14, 2022

ARRESTS

2/11/2022	7:30 pm	Patricia Anderson	Driving while licensed suspended habitual traffic offender.
-----------	------------	----------------------	---

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

--	--	--	--

REPORTS FILED

2/10/2022	4:47 pm	Officers took a report on Blanche Avenue as to a juvenile runaway. Juvenile was located and returned home the next day.
2/12/2022	5:40 pm	Officer responded to Grandma's Attic on North Central Avenue for a report that counterfeit money was used to purchase an item.
2/12/2022	9:38 am	Officers took a report of counterfeit money being used to purchase equipment from Kerr's Tire.
2/14/2022	1:11 pm	Officers took a report of a lost purse from a resident of Lake Pearl Place.
2/14/2022	7:28 pm	A resident of Highland Avenue reported the theft of medication.

ACTIVITY BREAKDOWN

ARRESTS	1
DISPATCHED CALLS	88
TRAFFIC STOPS	21
TRAFFIC CITATIONS ISSUED	1

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
February 15, 2022 through February 21, 2022

ARRESTS

--	--	--	--

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

--	--	--	--

REPORTS FILED

2/15/2022	4:49 pm	A report was filed in reference to threats being received over a cell phone.
2/15/2022	7:01 pm	Officers responded to Umatilla Truck Stop in reference to a male suspect slapping a female across the face.
2/21/2022	5:48 pm	Assisted Fire Department with a gas leak.

ACTIVITY BREAKDOWN

ARRESTS	0
DISPATCHED CALLS	87
TRAFFIC STOPS	39
TRAFFIC CITATIONS ISSUED	1

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
February 22, 2022 through February 28, 2022

ARRESTS

2/22/2022	7:56 p.m.	Daniel Patrick Umatilla	Driving While License Suspended
2/24/2022	4:53 p.m.	Caleb Williams Umatilla	Officers responded to a disturbance at Southside Shopping Plaza. Williams was charged with Resisting an Officer With Violence and Breach of Peace.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

--	--	--	--

REPORTS FILED

2/22/2022	4:10 p.m.	Officers were dispatched to a residence on Winogene Avenue in reference to a fraud report.
2/24/2022	3:21 p.m.	Officers responded to call of an injured person on South Central Avenue.
2/24/2022	6:45 p.m.	Officers located a suspicious vehicle on Owens Lane. Contact was made with driver. After a search of the vehicle officers located a green leafy substance. The substance was confiscated and placed into evidence for destruction.
2/26/2022	10:25 p.m.	Officers responded to a call for service at South Central Avenue of an injured person. Person was transported by Lake EMS to Waterman.

ACTIVITY BREAKDOWN

ARRESTS	2
DISPATCHED CALLS	96
TRAFFIC STOPS	29
TRAFFIC CITATIONS ISSUED	1



Umatilla Public Library FY 21-22



2021/2022	Feb 22	Q:1	Q2: Jan - Mar	Total
Visits	2647	6839	5029	11,868
Checkouts	2809	7778	5800	13,578
E-Books (digital)	255	963	529	1,492
Total Circulation	3064	8741	6329	15,070
New Patrons	30	79	57	136
Computer use	161	418	330	748
Attendance Family Programs	43	728	84	812
Attendance Adult Programs	25	78	60	138
Attendance Teen Programs	2	28	9	37
Attendance Juvenile Programs	260	321	387	708
Total # of Programs	27	64	51	115
Meeting room rental	0	0	0	0
Cash to city	\$1068.23	\$1199.62	\$1508.75	\$2,708.37

Highlights

National Read Aloud Day: The Department of Health partnered with us in our storytimes for National Read Aloud Day. Ms. Lillian Rodriguez from the Lake DOH presented storytime with us and gave patrons activity bags with books and health information.

Staff Training: Library staff were trained on important library related skills. For example, the Florida Department of State shared training materials for public libraries on our role as Voter Registration Agencies (VRAs).

City-Wide Yard Sale: In February \$580.00 was collected for participation in the March City-Wide Yard Sale.

Coming Soon: The Early Learning Coalition of Lake County is partnering with us to bring two early childhood milestone screening programs to the library.