

**UMATILLA CITY COUNCIL MEETING**  
**SEPTEMBER 7, 2021, 6:00 PM**  
**Council Chambers, 1 S. Central Avenue, Umatilla, Florida**

Masks are highly recommended and a limited supply will be available. Social distancing will be observed. Overflow seating in room behind Chambers.

**Pledge of Allegiance and Prayer**

*Please silence your electronic devices*

**Call to Order**

**Roll Call**

**AGENDA REVIEW**

**MINUTES REVIEW**

*1. Minutes, City Council meeting August 17, 2021*

*2. Minutes, LPA meeting August 17, 2021*

**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**

*3. Approval of Agreement with GAI Consultants, Inc. to provide Construction Services during the Rehabilitating and Extending Runway 1-19 and Taxiway A at the Umatilla Municipal Airport*

**PRESENTATIONS**

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

*4. First Reading of Ordinance No. 2021-H, Conditional Use Permit for Hennis RIP, LLC, for property located at 563 North Central Avenue*

*5. Resolution No. 2021-21, FDOT Application for Road Closure of SR 19 for the Umatilla High School Homecoming Parade*

*6. Resolution No. 2021-22, Acceptance of the FAA Grant Offer for AIP Project 3-12-0026-14-2021 for Rehabilitation and Extension of Runway 1-19 and Taxiway A at the Umatilla Airport*

**NEW BUSINESS**

*7. Award of Contract to Halifax Paving for Airport Runway 1-19 Rehabilitation and Extension Project*

*8. ARPA Agreement – For Information Only*

**GENERAL DISCUSSION**

## **REPORTS**

City Attorney  
Mayor  
Council Members  
Staff Members  
Police Activity Report

## **ADJOURNMENT**

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

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

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

**UMATILLA CITY COUNCIL MEETING**  
**August 17, 2021, 6:00 PM**  
**Council Chambers, 1 S. Central Avenue, Umatilla, Florida**

Mayor Adcock led the Pledge of Allegiance and Invocation.

The meeting was called to order at approximately 6:01p.m.

**PRESENT:** Mayor Kent Adcock; Vice Mayor Brian Butler; Council Members Kaye Adams, John Nichols; City Manager Scott Blankenship; City Attorney Kevin Stone; Finance Director Regina Frazier; Police Chief Adam Bolton; Interim City Clerk Gwen Johns; Amy Stultz, Library Director

**NOT PRESENT:** Council Member Chris Creech, Development and Public Services Director Aaron Mercer, Fire Chief Shane Lanoue

**AGENDA REVIEW**

**MOTION by Kaye Adams to approve the Agenda as amended**  
**SECOND by Vice Mayor Butler**  
**Motion APPROVED by unanimous vote.**

**MINUTES REVIEW**

*Minutes, City Council meeting August 3, 2021*  
*Minutes, City Council Budget Workshop August 3, 2021*

**MOTION by John Nichols to approve the City Council minutes dated August 3, 2021 and Budget Workshop minutes dated August 3, 2021;**  
**SECOND by Kaye Adams**  
**Motion APPROVED by unanimous vote.**

**PUBLIC COMMENT**

Mike Strong, 595 Crescent Street, stated interest in what Homes in Partnership will be constructing in the area of Owens Lane and Hwy 450. Attorney Stone stated there is no application for the referenced property before the City Council this evening. Discussion at this time would be premature.

**PRESENTATION**

*Summary of Recent Community Meeting Facilitated by GAI Consultants, Pertaining to the Umatilla Bike Path*

Scott Blankenship, City Manager, summarized the meeting held on July 13, 2021. GAI Consultants hosted the workshop, where public input was taken. Potential routes for a trail system were discussed and approximately twenty people participated in the exercise. Staff is looking for direction to move forward since there are viable options that may be considered from a pre-engineering perspective.

**The consensus of the City Council was to allow staff to proceed.**

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

*Final Reading of Ordinance No. 2021-F, Magnolia Point PUD Modification*

Kevin Stone, City Attorney, read Ordinance No. 2021-F by title only.

**ORDINANCE NO. 2021-F**

**AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, MODIFYING THE PLANNED UNIT DEVELOPMENT (PUD) ZONING OF 317± ACRES OF LAND CURRENTLY ZONED PLANNED UNIT DEVELOPMENT (PUD) IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY COLIN B. JOHNSON LOCATED EAST OF CHURCH STREET AND SOUTH OF MILLS STREET; APPROVING A MASTER DEVELOPER'S AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Scott Blankenship, City Manager, reported no change to the ordinance since first reading.

Attorney Stone swore in those present to speak about the proposed ordinance.

**MOTION by Brian Butler to approve the final reading Ordinance No. 2021-F;  
SECOND by John Nichols;**

Ownership of the roads was discussed and Mr. Stone said to the extent the City needs to exercise enforcement over the roads, the streets should be public, which may be a benefit to the City.

Chris Tyree, Forestar Development, said HOA documents will also contain regulations for parking.

**Motion APPROVED by unanimous roll call vote.**

<i>VICE MAYOR BUTLER</i>	<i>YES</i>	<i>COUNCILMEMBER NICHOLS</i>	<i>YES</i>
<i>COUNCIL MEMBER ADAMS</i>	<i>YES</i>	<i>MAYOR ADCOCK</i>	<i>YES</i>

***First Reading of Ordinance No. 2021-G, Private Property Rights Amendment***

Kevin Stone, City Attorney, read Ordinance No. 2021-G by title only.

**ORDINANCE NO. 2021-G**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3184; AMENDING THE CITY’S COMPREHENSIVE PLAN; ADDING AND ADOPTING A PRIVATE PROPERTY RIGHTS ELEMENT; DIRECTING THE CITY CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND REVIEWING AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**MOTION by Kaye Adams to approve the first reading Ordinance No. 2021-G  
SECOND by John Nichols**

**Motion APPROVED by unanimous vote.**

Attorney Stone stated this is a transmittal hearing and therefore this ordinance will be transmitted to appropriate agencies and presented for final reading upon return of comments from those agencies.

**Motion APPROVED by unanimous roll call vote.**

<i>VICE MAYOR BUTLER</i>	<i>YES</i>	<i>COUNCILMEMBER NICHOLS</i>	<i>YES</i>
<i>COUNCIL MEMBER ADAMS</i>	<i>YES</i>	<i>MAYOR ADCOCK</i>	<i>YES</i>

**NEW BUSINESS**

***Approval of Gateway Storage Site Plan***

Mr. Blankenship asked Sherie Lindh, Land Planning Agency, to present this agenda item. The site plan is for two warehouses in the Gateway Commerce Center. She provided details and stated the use proposed for the units. No offices are proposed as part of the project. She stated Mr. Purvis is present to address any questions as necessary.

**MOTION by Brian Butler to approve the Gateway Storage Site Plan;  
SECOND by John Nichols**

**Motion APPROVED by unanimous vote.**

**REPORTS**

**City Attorney**

Attorney Stone advised City Council that an LLC formed by C.A. Vossberg has requested a ground lease at the Umatilla Airport. The lease will be \$.02 per square foot for a period of 30 years with two 5 year options for extension. The occupant will be responsible for the hangar, maintenance and utilities.

Mr. Stone stated it is recommended the City Council entertain a motion delegating Mr. Blankenship and the City Attorney authority to negotiate the terms of a ground lease at the airport.

**MOTION by John Nichols to approve the proposed request to delegate authority to Mr. Blankenship, City Manager, and Mr. Stone, City Attorney, to negotiate ground lease with applicant;**

**SECOND by Brian Butler;**

**Motion APPROVED by unanimous vote.**

**Mayor**

Mayor Adcock attended the Florida League of Cities Conference. Mr. Butler was also in attendance at the conference. They each shared information from sessions attended.

Kaye Adams announced upcoming label dedications on Monday, August 23, 2021. Events will take place at the Museum at 10:00 am Cadwell Park at 11:00 am. On Saturday Ms. Adams attended a food truck event at Sunsational and it was raining, but still a good turnout. She also announced the upcoming opening of the museum.

Police Chief Bolton gave an update on reports and activity occurring through the Police Department. Amy Stultz, Public Library Director, stated the Department of Health was happy with the recent vaccination event. Storytime events will begin.

**ADJOURNMENT**

With no further business for discussion, meeting adjourned at approximately 6:47 p.m.

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Kent Adcock, MAYOR

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Gwen Johns, MMC  
City Clerk

CITY COUNCIL MEETING AS LAND PLANNING AGENCY  
AUGUST 17, 2021 5:50 P.M.  
UMATILLA CITY COUNCIL CHAMBERS, 1 S. CENTRAL AVENUE, UMATILLA

Meeting called to order at 5:50 p.m.

**ROLL CALL**

IN ATTENDANCE: LPA Agency Board Members Kent Adcock; Brian Butler; Members: Katherine Adams, John Nichols; Police Chief Adam Bolton; Finance Director Regina Frazier; City Attorney Kevin Stone; City Manager Scott Blankenship; Interim City Clerk Gwen Johns; Library Director Amy Stultz; Land Planner Sherie Lindh.

NOT PRESENT: LPA Board Member Chris Creech; Development and Public Services Director Aaron Mercer and Fire Chief Shane Lanoue

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

1 Ordinance 2021 – G Private Property Rights Amendment, Large Scale Comp Plan Amendment

**Attorney Kevin Stone** read the Ordinance by title:

**ORDINANCE 2021 –G**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3184; AMENDING THE CITY’S COMPREHENSIVE PLAN; ADDING AND ADOPTING A PRIVATE PROPERTY RIGHTS ELEMENT; DIRECTING THE CITY CLERK TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND REVIEWING AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

Attorney Stone swore in those present who would be speaking in reference to the proposed ordinance.

**Sherie Lindh**, LPG Urban and Regional Planners – 1162 Camp Avenue, Mount Dora, said House Bill 59, effective June 29, 2021, adds Section 163.3177(6)(i), Florida Statutes. Effective July 1, 2021, each local government is required to adopt a property rights element into its comprehensive plan. Ordinance No. 2021-G will accomplish this for the City of Umatilla. Any proposed comprehensive plan amendment submitted after July 1, 2021, will be returned to the local government if the package does not include a property rights element or comprehensive plan does not already include same.

Attorney Stone explained why this type of change is being required by cities. He stated the City is not out of compliance by not having this in the current comp plan but by adopting this now, the City will be in good standing for future changes to the comprehensive plan.

**MOTION by Brian Butler to recommend approval to City Council to authorize transmittal of Ordinance No. 2021-G LSPCA to the State;**

**John Nichols SECONDED the motion;**

**Motion carried unanimously.**

**Meeting adjourned 6:01 p.m.**

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**Kent Adcock  
Mayor**

**ATTEST:**

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**Gwen Johns, MMC  
Interim City Clerk**







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

T 407.423.8398  
F 407.843.1070

May 11, 2021

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

RE: Umatilla Municipal Airport  
Task Order No. 14  
Runway 1-19 Rehabilitation and Extension – Construction Phase Services

1. AUTHORIZATION REQUEST:

In conformance to your instructions, and in accordance with the Agreement dated May 5, 2017 between the City of Umatilla (SPONSOR) and GAI Consultants, Inc. (CONSULTANT) for providing periodic professional services, enclosed please find our request for authorization to furnish services in connection with the Runway 1-19 Rehabilitation and Extension – Construction Phase Services (the “Project”).

2. DESCRIPTION OF SERVICES:

The CONSULTANT shall provide bidding and construction phase services for the Project as further described in Attachment A.

3. SPONSORS RESPONSIBILITIES:

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

4. PERIOD OF SERVICES:

Services are anticipated to be complete by June 30, 2022.

5. PAYMENTS:

Payments shall be made in accordance with Section 2.2A of the Agreement. The total fee amount is \$312,260.00 as further defined in Attachment B.

6. GENERAL CONSIDERATIONS

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

7. SPECIAL PROVISIONS: N/A

Your signature, in the space provided below, will signify approval of the terms and conditions of this request which, together with the basic Agreement and Attachments identified below will constitute Task Order No. 14.

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

Very truly yours,

**SPONSOR**

City of Umatilla

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONSULTANT**

GAI Consultants, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTACHMENTS:**

- Attachment A: Scope of Services
- Attachment B: Cost Summary
- Attachment C: Project Sketch

Task Order No. 14

**EXHIBIT A**

**SCOPE OF SERVICES**

Umatilla Municipal Airport

Runway 1-19 Rehabilitation and Extension

Construction Phase Services

**PROJECT DESCRIPTION:**

The CONSULTANT shall provide construction phase services for the Rehabilitation and Extension of Runway 1-19 project at Umatilla Municipal Airport. The project includes paving, grading and drainage improvements related to the rehabilitation of existing Runway 1/19 pavement at a published length of 2,500 feet and a width of 60 feet. In addition, the project will extend Runway 1-19 and the parallel taxiway 375 feet north. The project also includes runway and taxiway lighting improvements, electrical vault modifications and airfield pavement markings.

The Construction Phase of the Project is anticipated to take 180 calendar days and will be performed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA).

**CONSTRUCTION PHASE SERVICES:**

**Task 1 - Contract Administration**

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

Construction Contract Administration includes the following services:

1. Preparation of reimbursement request packages; coordination of their execution by the Sponsor; and submission to the funding agency.
2. During Construction Phase, aid the Sponsor by acting as its liaison and Project coordinator with the funding agencies.
3. Schedule and conduct a pre-construction conference. Prepare and distribute minutes.
4. Schedule and conduct weekly construction coordination meetings. Prepare and distribute minutes. The Project Manager will attend eighteen (18) meetings in person and the remainder by conference call.
5. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
6. Review alternative construction methods proposed by the Contractor and advise the

Sponsor of the impact of these methods on the schedule and quality of the Project.

7. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the Sponsor in resolving contractor claims and disputes.
8. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the Sponsor when necessary.
9. Prepare, review, and approve monthly and final payments to Contractor(s).
10. Conduct final inspections of the completed Project with the Sponsor's airport personnel, FAA, and the Contractor.
11. Furnish the Sponsor one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the resident engineer based upon Contractor-provided information.
12. Issue certificates of construction completion to the Sponsor and FAA.
13. Perform an orderly closeout of the Project as required by the Sponsor and FAA.

## **Task 2 - Construction Observation**

The construction observation phase shall consist of construction observation by a periodic resident engineer and a full-time inspector who will:

1. Maintain project records and documentation in accordance with FAA requirements.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the Sponsor as to their acceptability.
3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work.
4. Attend and conduct pre-paving and pre-installation conferences and weekly progress meetings.
5. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project.
6. Prepare and submit inspection reports of construction activity and problems encountered as required by the Sponsor and FAA.
7. Collect weekly payrolls for Davis Bacon Act Compliance and review prior to each pay estimate.

The Consultant agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period, estimated to be as follows:

Pre-Construction:	Inspector	24 hours
	Resident Eng.	24 hours
Inspection:	Inspector	26 weeks @ 50 hrs/week
	Resident Eng.	26 weeks @ 8 hrs/week

Post-Construction: Inspector 24 hours  
Resident Eng. 24 hours

### **Task 3 – Quality Assurance Material Testing**

During the construction phase the Engineering Laboratory shall consult with and advise the Engineer concerning geotechnical considerations affecting construction of those portions of the Project for which the Engineering Laboratory is to render QA Material Testing services. In connection with observations of the Contractor's work in progress, the Engineering Laboratory shall:

1. Make visits to the site at intervals appropriate to the various stages of construction as requested by the Engineer to perform on-site quality control inspections and/or field tests to ensure compliance of the Contractor's work with Contract Documents. The Engineering Laboratory shall notify the Engineer of its findings on a daily basis. If compliance is not being met, the Engineering Laboratory shall notify the Engineer immediately.
2. Collect such samples and perform such tests as are necessary to check the Contractor's work for compliance with the Contract Documents.
3. The Engineering Laboratory shall provide the following:
  - a. Laboratory Supervisor. The Laboratory Supervisor shall be an employee of the Engineering Laboratory and shall have prior quality control experience on a project of comparable size and scope.
  - b. Asphalt Technician. The Engineering Laboratory shall provide a sufficient number of Asphalt Technicians to adequately inspect the contractor's production.
  - c. Soils/Concrete Technician. The Engineering Laboratory shall provide a sufficient number of Soils/Concrete Technicians to adequately inspect the contractor's operations.
  - d. Field and laboratory reports covering the investigations and analyses
4. The Engineering Laboratory shall advise the Engineer concerning special monitoring, testing or redesign required because of unforeseen conditions encountered during construction.
5. The Engineering Laboratory shall communicate with Contractor(s) only through, or with the knowledge of, the Engineer.

### **Task 4 - AGIS Post Construction Survey**

This project will follow the standards for a Non-Vertically Guided Runway survey from AC 150/5300-18B, specifically the requirements for a Safety Critical Data Collection, Including Design Data (Design/As-Built) project. The project will be focused around performing three main tasks:

1. Obstruction analysis for AC 150/5300-18B, Non-Vertically Guided Approach Obstruction Identification Surfaces as shown in Attachment "A" for Proposed Runway 01/19 Design.
2. Obstruction analysis for features penetrating the FAR Part 77, Non-Precision Type "A" Obstruction Identification Surfaces for Proposed 19 approach.
3. As-built survey of the Proposed Runway 01/19 extension.

### **Element 01 – Design Survey - Obstruction analysis for AC 150/5300-18B, Non-Vertically Guided Approach Obstruction Identification Surfaces for Proposed Runway 01/19.**

- Initiate and complete the AGIS Project process on the AGIS web portal as a Safety Critical Data Collection, Including Design Data project

- Develop SOW and plans as required
- X23 does not possess existing Primary and Secondary Airport Control Stations (PACS/SACS). Temporary Survey marks (TSMs) will be established on-site in accordance with AC 150/5300-16A and utilized as the basis of control.
- Establish photogrammetric control and collect stereo imagery covering the surface area defined by the Non-Vertically Guided Runway standards
  - Estimated 20 control points and 5 check points
  - Collect imagery at a 0.5' ground-sample distance, flight layout will be provided
  - Collected with leaf-on conditions
- Geo-referencing of aerial photography
- Runway critical point survey on all usable runways
- Runway profile survey on all usable runways
- Navigational aid inventory for NAVAIDs associated to the airport (within 10 NM of ARP) including the associated perpendicular points
- Obstruction analysis for objects penetrating the Non-Vertically Guided surfaces
  - Request existing obstruction data for X23 from the FAA for review of the OIS. Validate these existing obstacles either updating, or if the object no longer exists, terminating the obstacle from the FAA's database to clean-up the X23 airspace.
  - Obstacles will be collected using the object density selection criteria specified in AC 150/5300-18B.
- Collect major landmark features within imagery coverage
- Population of calculable and required attributes
- Develop an AGIS compliant data file containing the safety critical data and proposed runway end points required to achieve instrument approach procedure development
- Develop the final reports to AGIS
  - Imagery Acquisition Report
  - Final Project Report

**Element 02 – Far Part 77 Obstruction analysis for features penetrating Non-Precision Type “A” Obstruction Identification Surfaces for the Proposed 19 Approach**

- Obstruction analysis for surface penetrations of the FAR Part 77 surfaces
  - All features which penetrate these surfaces are to be collected.
- Obstruction accuracies will meet the National Map Accuracy standards for 1”=800’ scale photography
- All railroad and road centerlines will have a spot elevation where they cross the extended runway centerline and the exterior limits of the OIS surfaces.
- The Part 77 Imaginary Surfaces shall show 50-foot interval contours which are labeled
- Develop and deliver a Microsoft Excel file containing information to all Obstacles that were collected
  - This spreadsheet will contain Northing, Easting, Elevation, Penetration Depth, Station, and Offset information
- Develop and deliver an AutoCAD file containing information to all Obstacles that were collected

**Element 03 – As-built survey of the newly constructed Runway 01/19**

- Establish photogrammetric control and collect stereo imagery covering the airport property and potential clearing limits
  - Estimated 4 control points and 5 check points

- Collect imagery at a 0.5' ground-sample distance, flight layout will be provided
- Collected with leaf-on conditions
- Geo-referencing of aerial photography
- Runway critical point survey on new runway ends and/or thresholds
- Runway profile survey on any new runway segments or overlays
- Navigational aid inventory for any new or relocated NAVAIDs
- Obstruction verification of any removed/new obstacles since the design survey within the imagery limits
- Development of new ortho-photography over the Airport vicinity.
  - Pixel resolution of 0.5-feet
- Population of calculable and required attributes
- Develop an AGIS compliant data file containing the safety critical data required to achieve instrument approach procedure development
- Develop the final reports to AGIS
  - Imagery Acquisition Report
  - Final Project Report

**PAYMENT DELIVERABLES / MILESTONES:**

Payment for the above listed items or tasks will be made after the following deliverables are received or milestones occur:

- Payment will be made for activities performed in accordance with the tasks above. A progress report or other means of verification will be provided with each invoice attesting to the work performed.
- Invoices shall be prepared on a monthly basis and may be based on a percentage of completion
- Verification of a Pre-construction Conference and Conference Minutes
- Construction Observation and Inspection Reports
- Record Drawings for the completed project
- Final Inspection and Closeout Documentation
- QA Material Testing results and reports
- AGIS as-built survey

**END OF ATTACHMENT A**

Task Order No. 14  
**ATTACHMENT B**  
**COST SUMMARY**  
Umatilla Municipal Airport  
Runway 1-19 Rehabilitation and Extension  
Construction Phase Services

Category	Labor Classification	2017 Invoice Rate	Estimated Hours	Estimated Cost
E11	Principals	N/A	0	\$0.00
E10	Senior Engineering Directors, Senior Directors, Senior Project Directors	N/A	0	\$0.00
E09	Engineering Directors, Directors, Project Directors	N/A	0	\$0.00
E08	Assistant Directors, Senior Managers, Senior Technical Managers, Senior Technical Leaders, Materials Assistant Directors, Utility Coordination Assistant Directors, Senior Engineering Managers, Senior Project Managers, Senior Landscape Architect Managers, Senior Planning & Urban Design Managers, Landscape Architect Assistant Directors, Scheduling Assistant Directors, GIS Assistant Directors, Lab Assistant Directors, GIS Assistant Technical Directors, Geology Technical Staff Leaders, Design Senior Technical Leaders, Design Senior Managers, Geology Assistant Directors, Senior Landscape Project Managers, Environmental Assistant Directors, Environmental Staff Technical Leaders, Hydrogeological Technical Assistant Directors, Hydrogeological Assistant Directors, Senior Proposal Managers, Senior Project Controls Managers, Senior Survey Managers	\$240	0	\$0.00
E07	Engineering Managers, Engineering Technical Managers, Engineering Technical Leaders, Landscape Architect Managers, Landscape Project Managers, Land Specialist Senior Managers, Land Specialist Senior Technical Leaders, Project Managers, Design Managers, Design Technical Leaders, Utility Coordination Managers, Utility Senior Managers, Senior CEI Project Administrators, Senior CEI Managers, Senior Planning Managers, Senior Planning Technical Leaders, Senior Construction Managers, Senior CMS Managers, Scheduling Leaders, GIS Senior Managers, GIS Senior Technical Leaders, Hydrogeological Senior Technical Leaders, Hydrogeological Senior Managers, Senior Cultural Resources Managers, Senior Geology Technical Leaders, Senior Geology Managers, Survey Managers, Senior Materials Managers, Senior CAD/Technology Managers, Senior Materials Technical Leaders, Senior Lab Managers, Project Controls Managers	\$190	0	\$0.00
E06	Assistant Engineering Managers, Assistant Technical Leaders, Assistant Landscape Architect Managers, Land Specialist Managers, Land Specialist Technical Leaders, CEI Project Administrators, CEI Managers, Construction Managers, CMS Managers, Assistant Project Managers, Design Assistant Technical Leaders, Design Assistant Managers, Planning Managers, Utility Managers, Planning Technical Leaders, Geology Managers, Geology Technical Leaders, Hydrogeological Managers, Hydrogeological Technical Leaders, GIS Managers, GIS Technical Leaders, Environmental Managers, Environmental Technical Leaders, Wetlands Technical Leaders, Cultural Resources Managers, Assistant Survey Managers, Lab Managers, Lead Project Controls Analysts, Senior Proposal Coordinators	\$170	0	\$0.00
E05	Senior Project Engineers, Senior Project EIT/EIs, Senior Project Technical Specialists, Senior Project Schedulers, Senior Project Schedulers/Systems Planners, Senior Project Utility Specialists, Senior Project Landscape Architects, Senior Project Construction Support Specialists, Field Crew Survey Supervisors, Assistant Hydrogeological Managers, Assistant Hydrogeological Technical Leaders, Design Project Senior Technical Specialists, Assistant Land Specialist Managers, Assistant Land Specialist Technical Leaders, Assistant Geology Managers, Assistant Geology Technical Leaders, Materials Assistant Managers, Materials Assistant Technical Leaders, Assistant Planning Managers, Assistant Planning Technical Leaders, Assistant GIS Managers, Assistant GIS Technical Leaders, Assistant Environmental Managers, Assistant CEI Project Administrators, Assistant CEI Managers, Assistant Lab Managers, Assistant Environmental Technical Leaders, Assistant CMS Managers, Assistant Cultural Resources Managers, Senior Project Controls Analysts, Proposal Coordinators	\$150	196	\$29,400.00
E04	Project Engineers, Project EIT/EIs, Project Landscape Architects, Project Utility Specialists, Project Schedulers, Senior Project Planners, Project Construction Support Specialists, Senior Project Hydrogeologists, Senior Project Geologists, Senior Geological Project Specialists, Senior Project Materials Specialists, Survey Task Managers, Design Project Technical Specialists, Senior Project GIS Specialists, Senior Project Environmental Specialists, Senior Project Land Specialists, Senior Project Archaeologists, Senior Project Architectural Historians, Cultural Resources Lab Managers, Senior Lab Supervisors, Project Controls Analysts, Senior Proposal Specialists	\$125	308	\$38,500.00



E03	Senior Engineers, Senior EIT/EIs, Senior Landscape Architects, Senior Schedulers, Senior Construction Support Specialists, Design Senior Technical Specialists, Senior Utility Specialists, Senior Utility Specialists, Project Hydrogeologist, Project Materials Specialists, Project Planners, Project Land Specialists, Project GIS Specialists, Project Geologists, Project Geological Specialists, Project Environmental Specialists, Project Archaeologists, Project Architectural Historians, Cultural Resources Lab Supervisors, Lab Supervisors, Proposal Specialists	\$105	1348	\$141,540.00
E02	EIT/EIs, Landscape Architects, Senior Landscape Designers, Schedulers, Senior Cost & Scheduling Analysts, Senior Land Specialists, Utility Specialists, Construction Support Specialists, Design Technical Specialists, Senior Geological Specialists, Senior Materials Specialists, Senior Planners, Senior GIS Specialists, Senior Environmental Specialists, Senior Archaeologists, Senior Architectural Historians, Senior Cultural Resources Specialists, Cultural Resources Technical Specialists, Senior Cultural Resources Specialists, Assistant Lab Supervisors	\$90	0	\$0.00
E01	Geological Specialists, Materials Specialists, Land Specialists, Landscape Architects, Planners, GIS Specialists, Environmental Specialists, Archeologists, Architectural Historians, Cultural Resources Specialists, Cultural Resources Lab Analysts, Cost & Scheduling Analysts	\$75	0	\$0.00
N08	Senior Lead Project Designers	\$145	0	\$0.00
N07	Senior Lead Designers	\$130	0	\$0.00
N06	Senior Lead Construction Coordinators, Lead Designers, Lead Project Coordinators, Senior Lead Project CMTs, Senior Lead Survey Crew Chiefs	\$130	0	\$0.00
N05	TCM-2 (CMS), TCM-1 (CMS), TCIS-3 (CMS), CI-2 (CMS), Senior (CEI) Lead Inspectors, Senior (CEI) Lead CEI - CSS, Senior Lead CMT, Senior Survey Crew Chiefs, Senior Designers, Senior Lead CAD Operators, Lead Construction Coordinators, Senior Project Coordinators, Senior Office Coordinators, Corporate Assistants	\$115	0	\$0.00
N04	TCIS-2 (CMS), TCI-3 (CMS), Senior Lead Construction Technicians, Lead CEI -CSS (CEI), Senior CEI Inspector, Lead CMT, Senior Lead Technicians, Survey Crew Chiefs, Senior Survey Technical Leaders, Designers, Lead CAD Operators	\$105	0	\$0.00
N03	Lead Construction Technicians, TCIS-1 (CMS), TCI-2 (CMS), TA-2 (CMS), Lead Technicians, Inspector (CEI), Senior CEI - CSS (CEI), Senior CMT, Lead Survey Technicians, Survey Coordinators, Senior CAD Operators, Senior Administrative Assistants, Senior Project Controls Associates, Office Coordinators, Project Assistants, Project Coordinators	\$85	0	\$0.00
N02	Senior Construction Technicians, CEI-CSS, Senior Technicians, Senior Survey Technicians, Senior Cultural Resources Technicians, CAD Operators, Administrative Assistants, Senior Proposal Assistants, CMT, Project Controls Associates, Office Assistants, TCI-1 (CMS), TA-1 (CMS)	\$75	0	\$0.00
N01	Construction Technicians, Technicians, Survey Technicians, Cultural Resources Technicians, Proposal Assistants, Project Controls Assistants	\$55	0	\$0.00
N/A	Survey Crew - 4 Person (including Survey equipment and vehicle)	\$305	0	\$0.00
N/A	Survey Crew - 3 Person (including Survey equipment and vehicle)	\$265	0	\$0.00
N/A	Survey Crew - 2 Person (including Survey equipment and vehicle)	\$185	0	\$0.00
<b>SUBTOTAL AMOUNT:</b>				<b>\$209,440.00</b>

**SUBCONTRACTS:**

Material Testing	<b>\$18,570.00</b>
AGIS Post Construction Survey	<b>\$84,250.00</b>

**LUMP SUM CONTRACT AMOUNT: \$312,260.00**

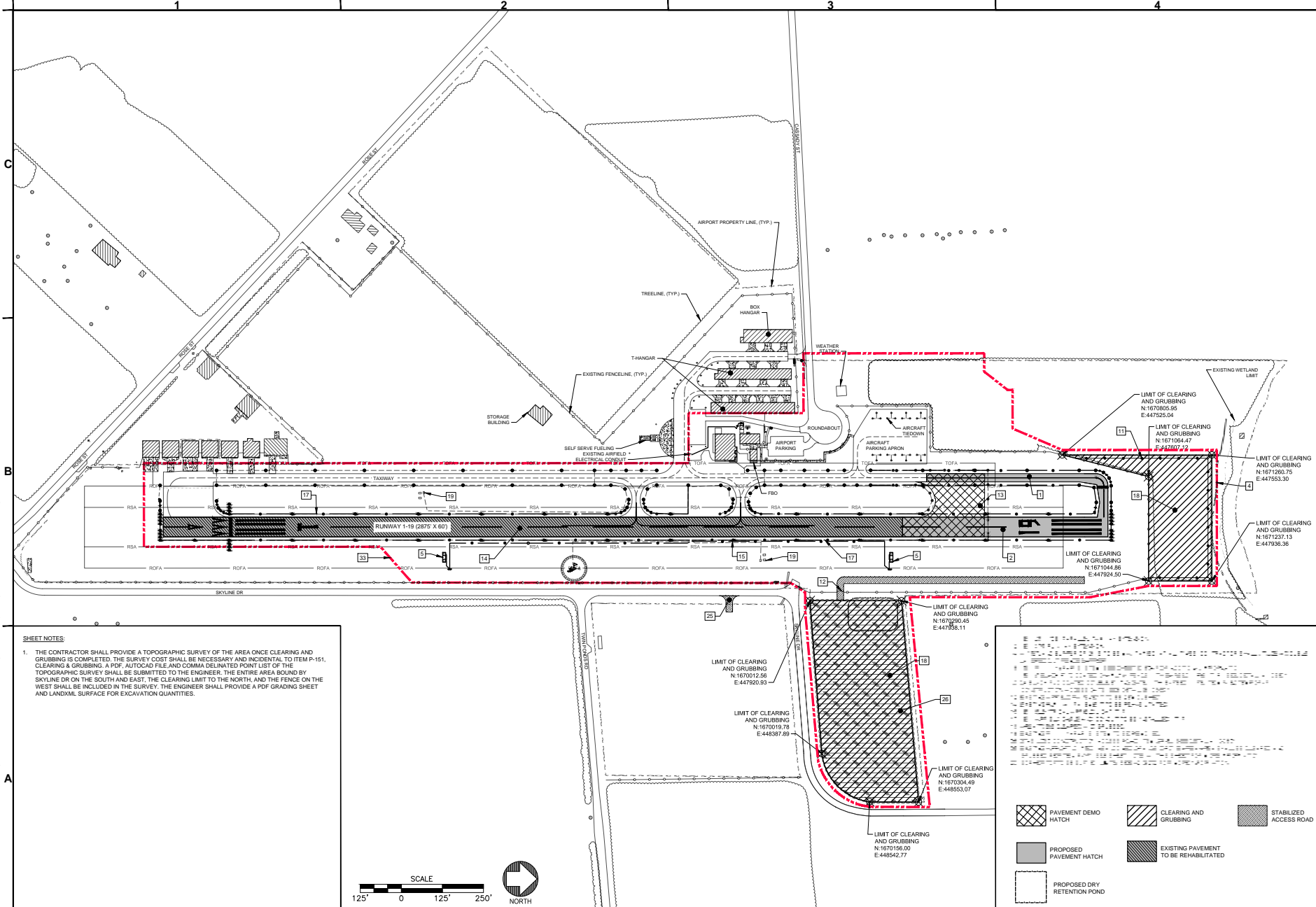
**END OF ATTACHMENT B**



NO.	DATE	DESCRIPTION	REVISIONS

SCALE: AS SHOWN  
 DATE: SEPTEMBER 2020  
 DRAWN: KNM, ALB  
 CHECKED: MBH  
 APPROVED: DJN

**GENERAL PLAN**  
**RUNWAY 1-19 REHABILITATION & EXTENSION**  
 UMATILLA MUNICIPAL AIRPORT (023), LAKE COUNTY, FLORIDA



**SHEET NOTES**

1. THE CONTRACTOR SHALL PROVIDE A TOPOGRAPHIC SURVEY OF THE AREA ONCE CLEARING AND GRUBBING IS COMPLETED. THE SURVEY COST SHALL BE NECESSARY AND INCIDENTAL TO ITEM P-151. CLEARING & GRUBBING. A PDF, AUTOCAD FILE AND COMMA DELIMITED POINT LIST OF THE TOPOGRAPHIC SURVEY SHALL BE SUBMITTED TO THE ENGINEER. THE ENTIRE AREA BOUND BY SKYLINE DR ON THE SOUTH AND EAST, THE CLEARING LIMIT TO THE NORTH, AND THE FENCE ON THE WEST SHALL BE INCLUDED IN THE SURVEY. THE ENGINEER SHALL PROVIDE A PDF GRADING SHEET AND LANDXML SURFACE FOR EXCAVATION QUANTITIES.

**A2 KEYED NOTES AND LEGEND**

	PAVEMENT DEMO HATCH		CLEARING AND GRUBBING		STABILIZED ACCESS ROAD
	PROPOSED PAVEMENT HATCH		EXISTING PAVEMENT TO BE REHABILITATED		
	PROPOSED DRY RETENTION POND				

**A1 SHEET NOTES**

**A2 GENERAL PLAN**

**A2 KEYED NOTES AND LEGEND**

DANIEL J. NICOLE, JR., P.E.  
 Lic. No. 78384

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

PROJECT NO./DASH NO.  
 A170433.10  
 SHEET  
**GC101**

Z:\vino\_2017\A170433.10 - 1010 Runway Design & Bid\CAD\Production Drawings\Preliminary Design\A170433.10\_GC\_Series.dwg Mar 31, 2021 - 4:43pm

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

**CONDITIONAL USE PERMIT**

**Owner:** HENNS RIP LLC, Robert Hennis

**Applicant:** Hennis Construction, Robert Hennis

**General Location:** SR 19, South of West Collins Street (CR 450)

**Number of Acres:** 0.31 ± acres

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

**Existing Land Use:** Downtown Mixed Use

**Date:** August 12, 2021

**Description of Project**

The owner is seeking a conditional use permit for a motor vehicle body and repair to an existing mechanic shop. The proposed use as stated in the application is auto outfitting and body shop. The subject site is located within the current 5 Points Overlay District. The owner proposes removing the existing shed located along the northern property boundary and construct a ventilated paint booth. A fence will be constructed along the western boundary to adjoin with the existing fence along the northern and eastern property boundary.

	<b>Surrounding Zoning</b>	<b>Surrounding Land Use</b>
<b>North</b>	C-2	Downtown Mixed Use (DMU)
<b>South</b>	C-2	DMU
<b>East</b>	C-2 & PFD	General Commercial & Institutional
<b>West</b>	C-1	DMU

**Assessment**

Motor vehicle body and repair facility is a permitted use within the Light Manufacturing (LM) zoning district; however, the use is not considered “industrial” and may be permitted as a conditional use within the C-2 zoning category.

The proposed paint booth will be located within the northern portion of the property and will be screened via a chain-link fence with black privacy screening and a wooden privacy fence.

Based on data submitted by the applicant, the proposed paint booth will have a filtration system with filtration removal efficiency of 99.94% which meet or exceeds industry standards. This type of system eliminates any potential for odors after filtration; especially at ground levels.

All body work, sandblasting or painting preparation will occur within the confines of the existing structure. No work will be performed in open air. The existing facility has two (2) service bays which will be utilized.

There are five (5) existing parking spaces along the eastern side of the building.

The review criteria for Conditional Uses per Chapter 7, Section 1(d)(2) are as follows:

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

***The applicant response indicates that no adverse impacts to traffic or access will occur as a result of the proposed use. All traffic flow will occur onsite and will not impact adjacent properties. The applicant has removed junk vehicles and sheds from the site. Staff reviewed traffic generation based on the addition of the paint booth and concurs that no adverse impacts will result. The proposed paint booth will replace the existing sheds onsite.***

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

***The applicant response indicates that there are sufficient off street parking spaces and no increase in service bays. The applicant also contacted adjoining property owners and addressed any concerns they may have. Oil pick up and delivery services are eliminated with the new occupant and thereby a reduction in impact is achieved.***

***Staff reviewed parking requirements. Off street parking is based on the number of service bays and the LDRs require 1 space per bay which results in 2 parking spaces. There are 5 off-street parking spaces provided.***

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

***The applicant response indicates that the locations for all storage and equipment have been strategically selected and provide proper buffering and security which includes privacy screen for visual buffer and locating the paint booth on the north side of the property to eliminate noise propagation to the south.***

***Staff reviewed setback requirements and buffer requirements within the 5 points overlay district. There are no setbacks or buffers required for this particular parcel; however, the proposed paint booth will be setback approximately 20' from the western and northern property boundaries. The applicant has provided screening to the north, east and west of the proposed paint booth.***

- D) Size, location and number of conditional uses in an area shall be limited so as to maintain the overall character of the district as intended by this Code.

***Review of City records indicate that there are no conditional use permits that have been issued within the 5 Points Overlay District.***

### **Recommendation**

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Although the proposed use is not within the long-term vision of the 5 Points District area as an entertainment district, the proposed use is consistent with the existing character of the area. Further, the area has not transitioned in a way to make the proposed use inconsistent or incompatible. The use will allow the continuance of auto related services to the citizens of Umatilla and travelers. SR 19 is an arterial roadway and the nearest city to the north is Palatka (58 miles).

Staff recommends approval with the following conditions:

1. Development shall be in substantial conformance with the conceptual development plan.
2. All painting of vehicles shall be conducted within an enclosed paint booth with ventilation.
3. No sand blasting or vehicle preparation for painting shall be conducted outside of an enclosed area.

## NOTICE OF PUBLIC HEARINGS

### ORDINANCE 2021-H

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW AUTO BODY REPAIR AND PAINT BOOTH, LOCATED IN THE C-2 ZONING DISTRICT FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF UMATILLA, FLORIDA; OWNED BY HENNS RIP, LLC AND LOCATED AT 563 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 September 7<sup>th</sup> at 6:00 p.m. (first reading)

Umatilla City Council meeting on September 21<sup>st</sup> at 6:00 p.m. (final reading and adoption)

The proposed Ordinance 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. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, at (352) 669-3125 at least 48 hours before the date for the scheduled hearing.

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 council with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence which the appeal is based (Florida Statutes 286.0105).

1  
2  
3 **ORDINANCE 2021-H**

4 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, COUNTY**  
5 **OF LAKE, STATE OF FLORIDA, APPROVING A CONDITIONAL USE PERMIT TO**  
6 **ALLOW AUTO BODY REPAIR AND PAINT BOOTH, LOCATED IN THE C-2 ZONING**  
7 **DISTRICT FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF**  
8 **UMATILLA, FLORIDA; OWNED BY HENNS RIP, LLC AND LOCATED AT 563**  
9 **NORTH CENTRAL AVENUE, UMATILLA, LAKE COUNTY, FLORIDA; PROVIDING**  
10 **FOR AN EFFECTIVE DATE.**

11 **WHEREAS**, an application has been received by Robert Hennis, Managing Member on behalf of  
12 Hennis RIP, LLC, Owner, requesting a Conditional Use Permit pursuant to Chapter 7 of the City  
13 Land Development Regulations to allow the property located at 563 North Central Avenue,  
14 Umatilla, Florida (the “Property”), to be used for auto body repair and paint booth within the C-2  
15 zoning district; and

16  
17 **WHEREAS**, public notice has been provided as required by the Land Development Regulations  
18 of the City of Umatilla; and

19  
20 **WHEREAS**, the City Council of the City of Umatilla acts in the capacity of the Planning & Zoning  
21 Board.

22  
23  
24 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Umatilla, Florida,  
25 as follows:

26  
27 **Section 1: Purpose and Intent.**

28  
29 That the Property in the zoning district of General Commercial (C-2), being situated in the City of  
30 Umatilla, Florida, shall hereafter be granted a Conditional Use Permit to allow auto body repair  
31 and paint booth.

32  
33 **LEGAL DESCRIPTION:** See Exhibit “A”.

34  
35 Alternate Key # 1129761

36  
37  
38 **Section 2: Zoning Classification.**

39 That the Property shall be granted a Conditional Use Permit to allow auto body repair and a  
40 maximum of one (1) paint booth located in the C-2 zoning district in accordance with Chapter 7,  
41 Section 1 of the Land Development Regulations of the City of Umatilla, Florida.

- 42  
43 a. Development shall be in substantial conformance with the conceptual development plan  
44 attached as Exhibit “B”.

45 b. All painting of vehicles shall be conducted within an enclosed paint booth with ventilation.  
46 No sand blasting or vehicle preparation for painting shall be conducted outside of an enclosed  
47 area.

48 c. The Owner shall comply with all applicable provisions of the Land Development Regulations  
49 of the City of Umatilla.

50

51 **Section 3: Severability.**

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

55

56 **Section 4: Effective Date.**

57 This Ordinance shall become effective upon passage.

58

59 PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake  
60 County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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64 \_\_\_\_\_

64 Kent Adcock, Mayor

65 **City of Umatilla, Florida**

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ATTEST:  
  
\_\_\_\_\_  
**Gwen Johns, CMC**  
**City Clerk**

Approved as to Form:  
  
\_\_\_\_\_  
**Kevin Stone**  
**City Attorney**

(SEAL)

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

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



EXHIBIT "A"

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Lots 9, 10, 11 and 12, Block 16, North Umatilla, according to the Plat thereof as recorded in Plat Book 6, Page 35 through 37, of the Public Records of Lake County, Florida.

And

The North ½ of Lot 8, Block 16, North Umatilla, according to the plat thereof as recorded in Plat Book 6, Page 35 through 37, of the Public Records of Lake County, Florida, better described as follows:

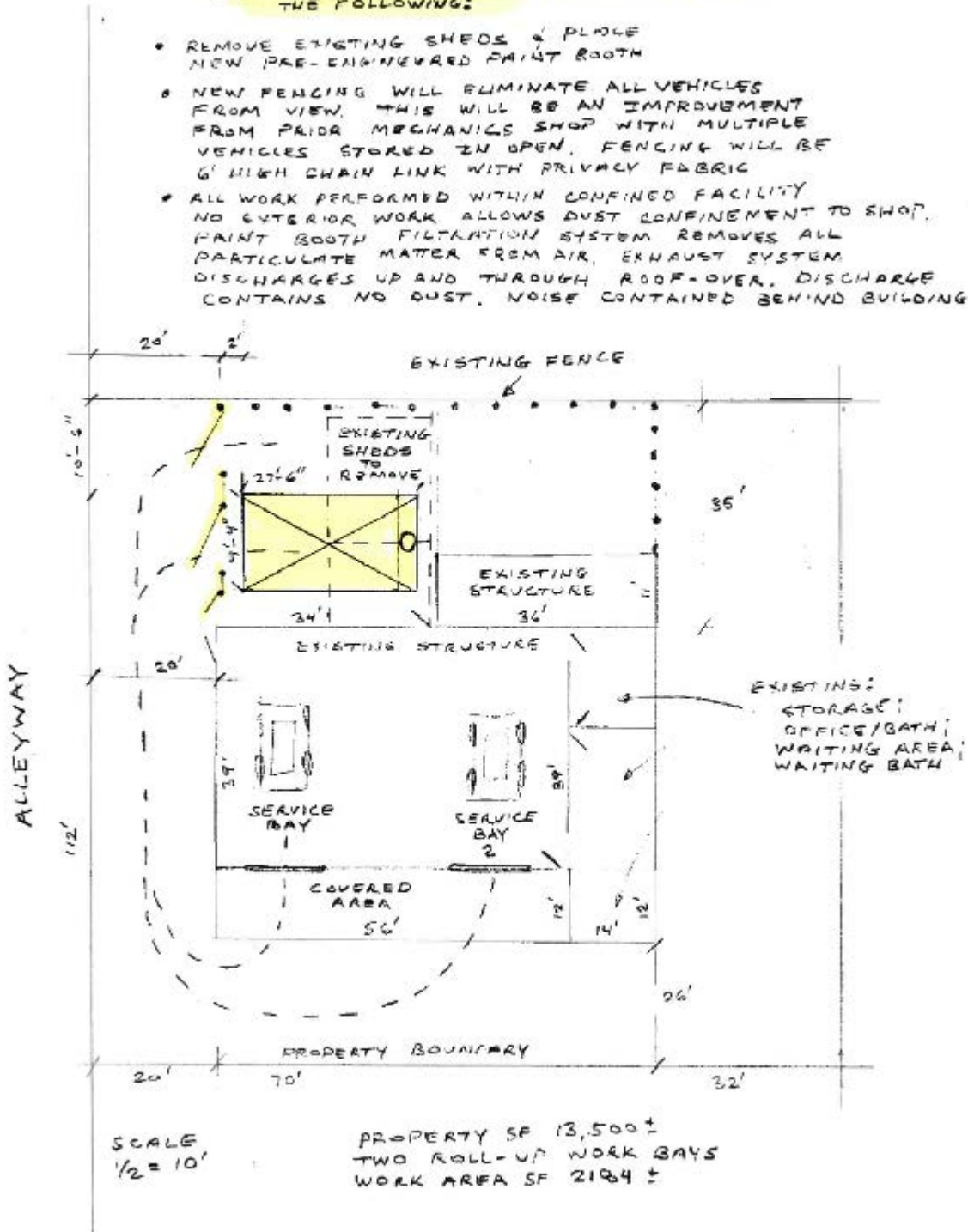
Begin at the Northeast corner of the above mentioned Lot 8, Block 16, North Umatilla, run S 08°17'38" W along the East line of said Lot 8 for a distance of 12.50 feet; thence N 81°51'00" W parallel with the North line of said Lot 8, 120.00 feet to a Point on the west line of said Lot 8; thence N 08°17'38" E along the West line of said Lot 8, 12.50 feet to the Northwest corner of said Lot 8; thence S 81°51'00" E along the North line of said Lot 8, 120.00 feet to the Point of Beginning.

EXHIBIT "B"

ACUP 011121

PROPOSED CONDITIONAL USE IMPROVEMENTS ARE SHOWN IN HIGHLIGHT. THIS INCLUDES THE FOLLOWING:

- REMOVE EXISTING SHEDS & PLACE NEW PRE-ENGINEERED PAINT BOOTH
- NEW FENCING WILL ELIMINATE ALL VEHICLES FROM VIEW. THIS WILL BE AN IMPROVEMENT FROM PRIOR MECHANICS SHOP WITH MULTIPLE VEHICLES STORED IN OPEN. FENCING WILL BE 6' HIGH CHAIN LINK WITH PRIVACY FABRIC
- ALL WORK PERFORMED WITHIN CONFINED FACILITY. NO EXTERIOR WORK ALLOWS DUST CONFINEMENT TO SHOP. PAINT BOOTH FILTRATION SYSTEM REMOVES ALL PARTICULATE MATTER FROM AIR. EXHAUST SYSTEM DISCHARGES UP AND THROUGH ROOF-OVER. DISCHARGE CONTAINS NO DUST. NOISE CONTAINED BEHIND BUILDING.





**RESOLUTION 2021-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, SUBMITTING A REQUEST TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE TWO NORTH BOUND LANES OF STATE ROAD 19 ON OCTOBER 21, 2021; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Umatilla encourages students of our community to become active participants in events that encourage teamwork and positive values, and

**WHEREAS**, the Umatilla High School Student Council has requested closure of SR 19 from 5:30 p.m. to 7:00 p.m. on October 21, 2021, for the purpose of holding the Annual UHS Homecoming Parade;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Umatilla, Florida that a request for temporary closure of State Road 19 be forwarded along with a certified copy of this Resolution to the Florida Department of Transportation to complete the temporary closure application process. Be it further resolved that City of Umatilla Mayor Kent Adcock be hereby authorized and directed to execute the request for temporary closure.

**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 effect 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 7th day of September, 2021.

\_\_\_\_\_  
Kent Adcock  
Mayor, City of Umatilla

ATTEST:

Approved as to form:  
STONE & GERKEN, P.A.

\_\_\_\_\_  
Gwen Johns, MMC  
City Clerk

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

[Seal]

**CITY OF UMATILLA AGENDA ITEM STAFF REPORT**

---

**DATE:** August 31, 2021

**MEETING DATE:** September 7, 2021

**SUBJECT:** Resolution 2021 – 22 FAA Funding Construction 3-12-0026-14-2021

**ISSUE:** Acceptance of the FAA Grant Offer for AIP Project 3-12-0026-14-2021 for the Purpose of Rehabilitating and Extending Runway 1-19 and Taxiway A at the Umatilla Municipal Airport

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**BACKGROUND SUMMARY:** In December 2019, FDOT provided 100% funding for design and bidding for the rehabilitation of pavement, lighting on Runway 1-19, the extension of Runway 1-19 and the parallel taxiway including the necessary airfield lighting improvements.

Bids were received on June 2, 2021, and an application was made to FAA for funding of the construction project. On August 3, 2021, a Notice of Intent to Award the construction contract to Halifax Paving, Inc. was approved by the City Council in anticipation of the FAA Grant. On August 25, 2021 a grant offer from FAA for 100% of the anticipated project cost was received.

The construction project will rehabilitate the existing runway pavement and lights which are more than 15 years old. Additionally, the existing taxiway lights will be replaced with LED fixtures to match the runway lighting. The runway and taxiway will be extended 375 feet to the north and required airfield lighting will be installed. The project has been environmentally cleared by the FAA and has received a stormwater permit from St. Johns River Water Management District.

**STAFF RECOMMENDATIONS:** Approval of Resolution 2021-22, FAA Funding Construction 3-12-0026-14-2021 in the amount of \$2,482,902.

**FISCAL IMPACTS:** N/A

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**COUNCIL ACTION:**

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

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

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**RESOLUTION 2021-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ACCEPTING THE FAA GRANT OFFER FOR AIP PROJECT 3-12-0026-14-2021 FOR THE PURPOSE OF REHABILITATING AND EXTENDING RUNWAY 1-19 AND TAXIWAY A AT 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 has accepted the FAA Grant Offer for AIP Project 3-12-0026-14-2021 and has agreed to accomplish the project to extend Taxiway A; install Taxiway A lighting; extend Runway 01/19; install Runway 01/19 lighting; rehabilitate Runway 01/19; and rehabilitate Runway 01/19 Lighting. This agreement provides 100% of the allowable project costs with a maximum participation of \$2,482,902.

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

1. The foregoing recitals are incorporated by reference and made a part hereof.
2. That the Umatilla City Council hereby accepts the FAA Grant Offer for AIP Project 3-12-0026-14-2021 attached hereto as Exhibit "A" and incorporated herein by reference.
3. That the Mayor, Kent Adcock, or the City Manager, Scott Blankenship, are hereby authorized and directed to sign on behalf of the City of Umatilla, Lake County, Florida.
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 7<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Kent Adcock  
Mayor, City of Umatilla

Attest:

Approved as to form:  
STONE & GERKEN, PA

\_\_\_\_\_  
Gwen Johns, MMC  
Interim City Clerk

\_\_\_\_\_  
Kevin Stone  
Attorney, City of Umatilla





U.S. Department  
of Transportation  
Federal Aviation  
Administration

Orlando ADO  
8427 South Park Circle  
Suite 524  
Orlando, FL 32819

August 25, 2021

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

Dear Mr. Blankenship:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0026-014-2021 at Umatilla Municipal Airport in Umatilla, Florida. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.



2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Jennifer Ganley, (407) 487-7237, is the assigned Program Manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Bart Vernace, P.E.  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FAA Airport Improvement Program (AIP)

### GRANT AGREEMENT

#### Part I - Offer

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Federal Award Offer Date	August 25, 2021
Airport/Planning Area	Umatilla Municipal Airport
FY2021 AIP Grant Number	3-12-0026-014-2021
Unique Entity Identifier	079863247

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TO: City of Umatilla  
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 7, 2021, for a grant of Federal funds for a project at or associated with the Umatilla Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Umatilla Municipal Airport (herein called the "Project") consisting of the following:

**Extend Taxiway A; Install Taxiway A Lighting; Extend Runway 01/19; Install Runway 01/19 Lighting; Rehabilitate Runway 01/19; Rehabilitate Runway 01/19 Lighting**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,482,902.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 2,482,902 for airport development or noise program implementation; and,

\$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 22, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**18. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

**19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.
- 21. **Trafficking in Persons.**
  - a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
    - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
    - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
    - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
      - a. Associated with performance under this Grant; or
      - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.
  - c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
  - d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
- 22. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 23. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated October 18, 2017, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 24. **Employee Protection from Reprisal.**

- a. Prohibition of Reprisals —
1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds;
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
    - v. A court or grand jury;
    - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
    - vii. An authorized official of the Department of Justice or other law enforcement agency.
  3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
  5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
  6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

### **SPECIAL CONDITIONS**

25. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America’s Workers.



The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



\_\_\_\_\_  
*(Signature)*

Bart Vernace

\_\_\_\_\_  
*(Typed Name)*

Manager

\_\_\_\_\_  
*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
City of Umatilla  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:** \_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

\_\_\_\_\_

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_

*(Signature of Sponsor’s Attorney)*

## **ASSURANCES**

### **AIRPORT SPONSORS**

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#### **A. General.**

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

##### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### **C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

### **FEDERAL LEGISLATION**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## EXECUTIVE ORDERS

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice

## FEDERAL REGULATIONS

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## 2. Responsibility and Authority of the Sponsor.

### a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

### b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

## 3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

## 4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

## 5. Preserving Rights and Powers.

- a. It will 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, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or



document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

#### **8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It 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 Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, 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, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor 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.

- i. The sponsor 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.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital 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 actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor 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;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.



- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Umatilla, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of June 7, 2021.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

## **Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects**

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

[https://www.faa.gov/regulations\\_policies/advisory\\_circulars/](https://www.faa.gov/regulations_policies/advisory_circulars/)

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** August 31, 2021

**MEETING DATE:** September 7, 2021

**SUBJECT:** Halifax Paving Runway 1-19 Construction Contract

**ISSUE:** Executing the construction contract with Halifax Paving, Inc. for Rehabilitating and Extending Runway 1-19 and Taxiway A at the Umatilla Municipal Airport

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**BACKGROUND SUMMARY:** FDOT provided 100% funding for the design and bidding, and FAA has provided 100% funding for the construction of the rehabilitation and extension of Runway 1-19 at Umatilla Municipal Airport.

Bids were received on June 2, 2021, and on August 3, 2021 a Notice of Intent to Award the construction contract to Halifax Paving, Inc. was approved by the City Council in anticipation of the FAA Grant. The grant offer from FAA for 100% of the anticipated project cost is in hand and a construction contract executed by Halifax Paving, Inc. has been received.

The construction project will rehabilitate the existing runway pavement and lights which are more than 15 years old. Additionally, the existing taxiway lights will be replaced with LED fixtures to match the runway lighting. The runway and taxiway will be extended 375 feet to the north and required airfield lighting will be installed. The project has been environmentally cleared by the FAA and has received a stormwater permit from SJRWMD.

**STAFF RECOMMENDATIONS:** Execute the construction contract with Halifax Paving, Inc. in the amount of \$2,168,942.45.

**FISCAL IMPACTS:** N/A

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            N/A

Reviewed by City Engineer    Yes            No            N/A

## CONTRACT FORM

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 by and between the City of Umatilla, Florida, having an address at 1 South Central Avenue, Umatilla FL 3278 (hereinafter called Owner) and Halifax Paving, Inc. having an address at 814 Hull Road, Ormond Beach, FL 32174 (hereinafter called Contractor)

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

### ARTICLE 1 - WORK

Contractor shall perform, construct and complete all Work as specified and indicated in the Runway 1-19 Rehabilitation & Extension Contract.

### ARTICLE 2 - CONTRACT TIMES

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

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

### ARTICLE 3 - CONTRACT PRICE

**3.1** The Owner will pay Contractor for completion of the Work in accordance with the Contract for the Total in the amount of \$2,168,942.45, hereby identified as the Contract Price, as shown in the Contractor's Proposal, with discrepancies corrected in accordance with General Provisions Section 30-01 "Consideration of Proposals" if applicable.

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

### ARTICLE 4 - PAYMENT PROCEDURES

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



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

**4.3 Final Payment:** Final payment will be made in accordance with General Provisions Section 90-09, “Acceptance and Final Payment”.

## **ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS**

In executing this Agreement, Contractor makes the following representations:

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

**ARTICLE 6 - CONTRACT**

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

- 6.1 The Proposal with discrepancies corrected.
- 6.2 This Contract Form.
- 6.3 The Contractor’s Performance Bond and Payment Bond.
- 6.4 The Contractor’s Certificates of Insurance.
- 6.5 The Notice of Award and Notice to Proceed.
- 6.6 The General Provisions, Special Provisions, and Technical Specifications, which are a part of the Contract.
- 6.7 The Contract Drawings as listed in the Table of Contents.
- 6.8 Addenda listed below:

Addendum	Date
<u>1</u>	<u>05-26-2021</u>

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

**ARTICLE 7 - MISCELLANEOUS**

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

IN WITNESS WHEREOF, Owner and Contractor have signed two (2) copies of this Agreement. This Agreement will be effective on the day and year first written above.

OWNER

\_\_\_\_\_  
**Scott Blankenship**  
**City Manager**

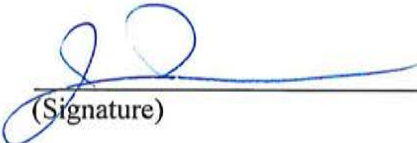
(SEAL)

CONTRACTOR:

**Halifax Paving, Inc**

\_\_\_\_\_  
(Company Name)

(SEAL)

  
\_\_\_\_\_  
(Signature)

Joseph Durrance  
\_\_\_\_\_  
(Printed Name)

Vice President  
\_\_\_\_\_  
(Printed Title)

(ACKNOWLEDGMENT OF OFFICER OF OWNER)

STATE OF FLORIDA

COUNTY OF LAKE

} SS:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Blankenship, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

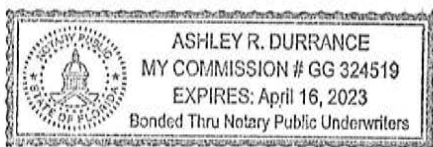
(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF Florida

COUNTY OF Volusia

} SS:

On the 30<sup>th</sup> day of August in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Durrance to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at 471 Airport Road, Ormond Beach, FL 32174, that he/she/they is(are) the Vice President of Halifax Paving, Inc., the corporation described in and which executed the above instrument; and that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.



Ashley R Durrance  
Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF OTHER THAN A CORPORATION)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

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

\_\_\_\_\_  
**Notary Public**

(CERTIFICATE OF OWNER'S ATTORNEY)

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

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

\_\_\_\_\_  
**Owner's Attorney**

\_\_\_\_\_  
**Date**

END OF CONTRACT FORM

**AMERICAN RESCUE PLAN ACT  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the “Division”) and Umatilla, City of (the “Non-Entitlement Unit” or “Recipient”).

**RECITALS**

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act (“ARPA”), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic (“Fiscal Recovery Funds”); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury (“Treasury” or “Secretary”) released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,<sup>1</sup> and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement (“Treasury Guidance”); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) **TERM.** This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) **FUNDING.** The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government’s allocation based on the list of non-entitlement units published by Treasury and based upon the State’s calculation of the Recipient’s proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$1,933,796.00**.
- (4) **USE OF FISCAL RECOVERY FUNDS**
  - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

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<sup>1</sup> <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 (“Federal Register”)

unit of local government of 50% of the total amount allocated to the non-entitlement unit.<sup>2</sup> Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024<sup>3</sup>, such as:
  - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
  - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
  - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
    1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;<sup>4</sup>
    2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;<sup>5</sup>
    3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;<sup>6</sup>
    4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;<sup>7</sup> and
    5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.<sup>8</sup>
  - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance’s definition of “essential work.”<sup>9</sup> Examples of essential workers include, but are not limited to:
    1. Staff at nursing homes, hospitals, and home care settings;
    2. Workers at farms, food production facilities, grocery stores, and restaurants;
    3. Janitors, truck drivers, transit staff, and warehouse workers
    4. Public health and safety staff;
    5. Childcare workers, educators, and other school staff; and

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<sup>2</sup> “First Tranche Amount,” American Rescue Plan Act of 2021, H.R. s. 601(b)(7) “Timing”

<sup>3</sup> <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<sup>4</sup> See Federal Register, pg. 26790.

<sup>5</sup> *Id.*

<sup>6</sup> *Id.* at 26791

<sup>7</sup> *Id.* at 26791-26797

<sup>8</sup> *Id.*

<sup>9</sup> *Id.* at 26797

6. Social service and human services staff.<sup>10</sup>
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.<sup>11</sup>
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.<sup>12</sup>
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” including the cost principles and restrictions on general provisions for selected items of cost.
  - i. The following 2 CFR policy requirements apply to this assistance listing<sup>13</sup>:
    - Subpart B, General provisions;
    - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
    - Subpart D, Post Federal; Award Requirements;
    - Subpart E, Cost Principles; and
    - Subpart F, Audit Requirements.
  - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division’s Program Manager will be responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the Division’s liaison

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<sup>10</sup> *Id.*

<sup>11</sup> *Id.* at 26799

<sup>12</sup> *Id.* at 26802

<sup>13</sup> As defined in 2 C.F.R. § 200.1



with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-815-4458  
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-815-4455  
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative: **Scott Blankenship**  
Title: **CITY MANAGER**  
Address: **1 South Central, Umatilla FL**  
Telephone: **3526693125**  
Email: **sblankenship@umatillafl.org**

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
  - ii. Authorized representative name, title, and email;
  - iii. Contact person name, title, phone, and email;
  - iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
  - v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
  - vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
  - vii. Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

**IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
  - i.

The Division of Emergency Management  
[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

ii.

The Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
  - c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
  - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
  - e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
  - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
  - g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
  - h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
  - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
  - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
  - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
  - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
  - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
  - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
  - o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
  - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
  - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
  - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

**RECIPIENT**

Umatilla, City of

By:  SCOTT B. BLANKENSHIP

Name and title: Scott Blankenship

Date: 8/27/2021

FEIN : 596000442

DUNS : 079863747

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Kevin Guthrie, Director

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



## Exhibit 1

### Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

#### State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRE)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: \$1,933,796.00

**Attachment A**

**ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification**

I, **Scott Blankenship**, am the Authorized Agent of Umatilla, City of (“Recipient”) and I certify that:

- 1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida (“State”) for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).**
- 2. I have submitted to the State the Recipient’s Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.**
- 3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.**
- 4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.**
- 5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.**
- 6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.**
- 7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.**
- 8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.**
- 9. I acknowledge that the Recipient’s proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:**
  - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;**
  - b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;**
  - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or**
  - d. to make necessary investments in water, sewer, or broadband infrastructure.**

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

**By:** Scott Blankenship

**Signature:**  SCOTT BLANKENSHIP

**Title:** CITY MANAGER

**Date:** 8/27/2021

**Attachment B**  
**Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned Recipient, **Scott Blankenship**, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, **Scott Blankenship**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: **Scott Blankenship**

Signature: 

Title: **CITY MANAGER**

Date: **8/27/2021**

## **Attachment C**

### **Program Statutes and Regulations**

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Scott Blankenship \_\_\_\_\_

Umatilla, City of

 SCOTT BLANKENSHIP

Signature of Authorized Official

8/27/2021 \_\_\_\_\_

Date

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Umatilla, City of

Address: 1 South Central, Umatilla FL

DUNS Number: 079863747

Taxpayer Identification Number: 596000442

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Umatilla, City of

 SCOTT BLANKENSHIP

Authorized Representative: Scott Blankenship

Title: CITY MANAGER

Date signed: 8/27/2021

U.S. Department of the Treasury:

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Authorized Representative: Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.