

**UMATILLA CITY COUNCIL MEETING**  
**July 6, 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 June 15, 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**

- 2 Corrective Ordinance 2020-M, 2020-M-1 and 2020-M-2, Roman Property
- 3 Corrective Ordinance 2021-C, 2021-C-1 and 2021-C-2, Lake Pearl Property
- 4 Approval of the Amended and Restated Agreement with the City Attorney
- 5 One Fight. One Team. PTSD 5k October 30, 2021
- 6 Kiwanis 7th Annual 5k November 13, 2021

**PRESENTATION**

- 7 Presentation of the City's Comprehensive Financial Assessment Report (CAFR)

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

- 8 Mid-Year Budget Amendment
- 9 Resolution No. 2021-15, TEFRA Hearing, Lakeview Terrace Bond Restructure
- 10 Resolution No. 2021-14 Opioid Litigation
- 11 Residential Lease 410 N Kentucky Avenue
- 12 SRF Wastewater Pipe Increase
- 13 SRF Agreement No. WW350752 Amendment #1

**NEW BUSINESS**

- 14 Reorganization

**BOARD/COMMITTEE APPOINTMENTS**

- 15 Appointment of Police Pension Board Members

**GENERAL DISCUSSION**

**REPORTS**

- City Attorney
- Mayor
- Council Members
- Staff Members
- Police Activity Report

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

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

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

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE: June 30, 2021**

**MEETING DATE: July 6, 2021**

**SUBJECT: City Council Regular Meeting Minutes dated June 15, 2021**

**ISSUE: Approval of Minutes**

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**BACKGROUND SUMMARY: Minutes have been transcribed by Interim City Clerk Gwen Johns, and are being presented for approval by the City Council.**

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**STAFF RECOMMENDATIONS: Approval**

**FISCAL IMPACTS: N/A**

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**COUNCIL ACTION:**

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

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

**UMATILLA CITY COUNCIL MEETING**  
**JUNE 15, 6:00 PM**  
**Council Chambers, 1 S. Central Avenue, Umatilla, Florida**

The Pledge of Allegiance was led and Invocation given by Mayor Adcock.

The meeting was called to order at 6:03 p.m.

*IN ATTENDANCE:* Mayor Kent Adcock; Vice Mayor Laura Wright; Council Members: Katherine Adams, Brian Butler, John Nichols; Police Chief Adam Bolton; City Attorney Kevin Stone; City Manager Scott Blankenship; Compliance Officer Misti Lambert

**AGENDA REVIEW**

No changes to the agenda.

**MINUTES REVIEW**

1 Minutes, City Council meeting June 1, 2021

**MOTION by John Nichols to approve the City Council minutes dated June 1, 2021;**  
**SECOND by Laura Wright;**  
**Motion APPROVED by unanimous vote.**

**PUBLIC COMMENT**

There were no public comments.

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

**2 Resolution 2021-13 Lakeview Terrace Municipal Bond Refinance**

Kevin Stone, City Attorney, read title of Resolution No. 2021-13.

**RESOLUTION NO. 2021-13**

**A RESOLUTION OF THE CITY OF UMATILLA, FLORIDA, PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING \$10,000,000 CITY OF UMATILLA, FLORIDA REFUNDING REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND CERTAIN OUTSTANDING BONDS; APPROVING A LOAN OF SUCH PROCEEDS TO COMMUNITY SUPPORTS, INC.; AUTHORIZING THE EXECUTION OF A BOND TRUST INDENTURE, A LOAN AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; AUTHORIZING THE PLACEMENT OF THE BONDS WITH TD BANK, N.A.; PROVIDING FOR THE PAYMENT OF THE BONDS; MAKING CERTAIN COVENANTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; APPROVING THE ISSUANCE OF THE BONDS AFTER A PUBLIC HEARING; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR A SEVERABILITY CLAUSE; A REPEALER CLAUSE; AND AN EFFECTIVE DATE.**

Grace Dunlap, Bryant Miller Olive, was present to support the request. Mike Armstrong was also present for refinancing of bonds issued in 2012. In July, additional bonds will be presented to city Council for restructuring.

John Nichols asked if he would have a voting conflict due to his residence in Lakeview Terrace. Attorney Stone said no.

**MOTION made by John Nichols, authorizing the bond issuance not to exceed \$10,000,000;**  
**SECOND made by Laura Wright;**  
**Motion was APPROVED by a unanimous vote.**

**NEW BUSINESS**

**3 RFP 2021-A Auditing Services**

Mayor Adcock provided some background information on this agenda item. Staff recommendation was made after scoring as cited on the staff report. The City was very happy with McDermitt Davis, they are very thorough.

Mayor Adcock, asked about conflict since he was on the task force. Attorney Stone advised Mayor Adcock would not have a conflict and he asked if compensation was a factor. The Auditor appointment is driven by statute. Since compensation was a consideration, the top ranked firm should be appointed. Each firm submitted compensation as part of their proposal.

**MOTION was made by Katherine Adams to appoint McDermitt Davis;  
SECOND by Laura Wright;  
Motion was APPROVED by a unanimous vote.**

#### **4 RFQ 2021-B Engineering Services**

Mr. Blankenship turned presentation over to Aaron Mercer, Public Works Director. There were 21 respondents for engineering, survey, architectural services, and all were impressive. Responses to the request were reviewed by Mr. Mercer, Vaughan Neilson, Assistant Public Works Director and Josh Pixel, Utility Manager. Performance on previous projects was also reviewed prior to the ranking, which is not in any specific order.

**MOTION made by Laura Wright to offer contracts to each firm, GAI, BESH, Mittauer and Southeastern Surveying;  
SECOND by Brian Butler;  
Motion was APPROVED by a unanimous vote.**

Attorney Stone advised Public works projects that require these services have to be procured in a certain way. They have to be selected on their qualifications. If projects are \$4 million, the City can continue to use the vendor. City Council is being asked to accept ranking and authorize staff to negotiate the contracts since compensation was not considered. This process will allow the City 5 years to use these firms under continuing services contracts.

#### **4a Authorize task order for the two CRA items GAI to moderate \$10000**

**MOTION made by Katherine Adams to approve GAI to moderate trails initiative meetings, not to exceed \$10,000;  
SECOND by John Nichols;  
Motion was APPROVED by a unanimous voice vote.**

#### **450 restructure concept \$10000 Nichols Adams**

**MOTION made by John Nichols to approve design concept for the intersection of 450 and SR 19;  
SECOND by Katherine Adams;  
Motion was APPROVED by a unanimous vote.**

#### **PRESENTATION**

##### **5 WCA-GFL Sanitation Update provided by Skip McCall, GFL Environmental**

Mr. McCall provided information on the transition of WCA to GFL Environmental. Unfortunately, the industry was greatly impacted by COVID. The transition to GFL, however, has not had a role in any of the challenges experienced with collection.

#### **GENERAL DISCUSSION**

##### **6 Glendale II Cemetery Survey – For many years Karen Howard has managed the cemetery.**

Staff has attempted to repair issues identified with placement in the cemetery, but has found it will be necessary to obtain professional assistance. While no estimate has been obtained, staff is asking for authorization to get intermediate marking for sites in order to support immediate sales. The citizens of Umatilla pay for the cemetery. The City does have some work to do whenever a burial lot is purchased. The City also incurs maintenance expenses for the cemetery. Staff has been looking at software packages to support the management of the cemetery.

#### **REPORTS**

Finance- Budget Calendar 2021-2022 -Invited council to come review and ask questions

City Attorney – Opioid – law suits by states and local governments. AG sent proposal for all cities and counties to participate in a class settlement in lieu of pursuing our own claim. Payments would be used to combat the crisis. Recommends participating, will revisit next meeting.

Mayor

Council Members

**Staff**

Police Activity Report – Police Chief Adam Bolton

Mr. Blankenship- League of Cities Conference August if Council wants to go

Laura Wright- Event with Chamber at Umatilla Baptist is coming up and there is a need for servers to help, as well as monetary donations.

Ms. Wright explained due to personal reasons, she will be resigning from City Council, effective July 20, 2021. A replacement will need to be appointed within thirty (30) days to fill the position until election 2022.

Mr. Nichols recognized Chief Bolton and Code Compliance Officer Lambert for presentation on COP

Mayor Adcock reported the recent Fly in was a success

Bolton- Catalytic converter thefts. Active investigation, Blood Drive June

Lanoue- Increased number of fires. Fire season storm season prep.

Mercer- Pool first week in July. Parking lot finishing up, resurfacing projects

Senate Bill 60 – Anonymous complaint.

**ADJOURNMENT**

There being no further business for discussion, meeting adjourned at 7:03 p.m.

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Kent Adcock, MAYOR

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Gwen Johns, MMC  
City Clerk

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** June 30, 2021

**MEETING DATE:** July 6, 2021

**SUBJECT:** Corrective Ordinances for Lake Pearl Parcels

**ISSUE:** Approval of Corrected Ordinances

---

**BACKGROUND SUMMARY:** Corrective ordinances for Lake Pearl properties have been included in the agenda packet with strikethroughs and corrections. Parcels which were annexed earlier this year had incorrect legal descriptions. The errors were scrivener in nature, but because it was noted the legal descriptions were not correct, contact was made by Kevin Stone, City Attorney, with Lake County Attorney to find out if there were any objections to these corrections being made. No objections are anticipated.

The City Attorney has reviewed and determined that although the legal descriptions in the recorded ordinances were incorrect, the notices, advertised maps, and advertised ordinance titles were correct and the correct information was provided to the council about the location and nature of the properties during the public hearings.

Upon approval, the ordinances will be rerecorded with the corrections made and a legend added explaining the discrepancy in the legal description.

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**STAFF RECOMMENDATIONS:** Approval

**FISCAL IMPACTS:** N/A

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            vN/A

Reviewed by City Engineer    Yes            No            vN/A

**CORRECTIVE ORDINANCE**

**This Ordinance corrects errors in the legal description in Ordinance 2020-M  
Instrument # 2020118461 OR BK 5567 PG 2384, Lake County, Florida**

**ORDINANCE 2020- M**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044 AND SECTION 171.203, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 1.76 ± ACRES OF LAND GENERALLY LOCATED EAST OF SR 19 AND SOUTH OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Umatilla entered into an Interlocal Service Boundary Agreement (ISBA) with Lake County, Florida dated May 3, 2011 and amended on February 21, 2013, (the "ISBA") pursuant to Chapter 171, Florida Statutes, and the ISBA permits the City to annex certain property that is not contiguous to the City limits; and

**WHEREAS**, a petition has been submitted for annexation of approximately 1.76 acres of land generally located east of SR 19 and south of Maxwell Road (the "Property") by C & C Realty Investment Group, LLC, Brent Howells, Managing Member as Owner;

**WHEREAS**, the petition bears the signature of all applicable parties; and

**WHEREAS**, the required notice of the proposed annexation has been properly published; and

**WHEREAS**, the Property is identified in the ISBA as property that may be annexed by the City of Umatilla, although it is not contiguous to the City limits.

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

**Section 1.**

The following described property consisting of approximately 1.76 acres of land generally located east of SR 19 and south of Maxwell Road, is hereby incorporated into and made part of the City of Umatilla Florida. The property is more particularly described as follows:

**LEGAL DESCRIPTION:** COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ NORTHEAST ¼ OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND RUN NORTH 89°55'24" WEST ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼, 43.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY A CHORD BEARING OF NORTH 30°02'35" EAST AND A CHORD DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID RIGHT OF WAY A CHORD BEARING OF NORTH 32°49'25" EAST AND A CHORD DISTANCE OF 2332.80 FEET; THENCE ALONG SAID RIGHT-OF-WAY RUN NORTH 34°14'35" EAST 221.37 FEET; THENCE RUN SOUTH 57°01'11" EAST 189.84 FEET, MORE OR LESS, TO THE WATERS OF LAKE PEARL, THENCE SOUTHERLY ALONG AND WITH SAID WATERS OF LAKE PEARL TO A POINT THAT IS SOUTH 59°57'25" EAST OF THE POINT OF BEGINNING; THENCE RUN NORTH 59°57'25" WEST TO THE POINT OF BEGINNING.

**Alternate Key # 3911076**

**Section 2.** The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Secretary of State of Florida within seven (7) days after its passage on second and final reading.

**Section 3.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 4.** The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendment to include the property annexed in the City Comprehensive Plan.

**Section 5. Utilities.** The property is located within the City’s Chapter 180, Florida Statutes, Utility District. The owner hereby agrees that the City shall be the sole provider of water and wastewater services to the property subject to this Ordinance when such services become available subject to the rules and regulations established by State and Federal regulatory agencies, and applicable City ordinances, policies, and procedures. For the purposes of this Section 5, ‘available’ shall mean when the City’s potable water system comes within 300’ of the private water system or any of the central lines of such private system and when the City’s wastewater system comes within 1,000’ of the private treatment system or any central lines of such private system. Distances shall be measured as a curb line distance within the right of way or the centerline distance within an easement. The owner further agrees that when the City provides notice that such utilities are available; the owner shall connect to the applicable system within 12 months of the date of the City’s written notice.

**Section 6.** This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

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

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

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Karen H. Howard, CMC  
City Clerk

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

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



**CORRECTIVE ORDINANCE**

**This Ordinance corrects errors in the legal description in Ordinance 2020-M-1  
Instrument # 2020118462 OR BK 5567 PG 2387, Lake County, Florida**

**ORDINANCE 2020-M-1**

**AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1); AMENDING THE LAND USE DESIGNATION OF 1.76 ± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW TO RESIDENTIAL LOW DENSITY IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY C & C REALTY INVESTMENT GROUP, LLC, LOCATED EAST OF US 19 AND SOUTH OF MAXWELL ROAD ; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been received from C & C Realty Investment Group, LLC, Brent Howells, Managing Member as owner, requesting that real property within the city limits of the City of Umatilla be assigned a land use designation from Lake County Urban Low to City Residential Low Density under the Comprehensive Plan for the City of Umatilla;

**WHEREAS**, the amendment would facilitate residential development and is in compliance with the policies of the City’s comprehensive plan; and

**WHEREAS**, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

**WHEREAS**, the Local Planning Agency for the City of Umatilla have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Council of the City of Umatilla.

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

**WHEREAS**, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law; and,

**NOW, THEREFORE, BE IT ORDAINED** BY THE CITY COUNCIL OF UMATILLA, FLORIDA, AS FOLLOWS:

**Section 1: Purpose and Intent.**

That the land use classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be designated from Lake County Urban Low to Residential Low Density as depicted on the map attached hereto as Exhibit “A”, and as defined in the Umatilla Comprehensive Plan.

**LEGAL DESCRIPTION:** COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ NORTHEAST ¼ OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND RUN NORTH 89°55’24” WEST ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼, 43.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY A CHORD BEARING OF NORTH 30°02’35” EAST AND A CHORD DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID RIGHT OF WAY A CHORD BEARING OF NORTH 32°49’25” EAST AND A CHORD DISTANCE OF 2332.80 FEET; THENCE ALONG SAID RIGHT-OF-WAY RUN NORTH 34°14’35” EAST 221.37 FEET; THENCE RUN SOUTH 57°01’11” EAST 189.84 FEET, MORE OR LESS, TO THE WATERS OF LAKE PEARL, THENCE SOUTHERLY ALONG AND WITH SAID WATERS OF LAKE PEARL TO A POINT THAT IS SOUTH 59°57’25” EAST OF THE POINT OF BEGINNING; THENCE RUN NORTH 59°57’25” WEST TO THE POINT OF BEGINNING.

**Alternate Key # 3911076**

- A. That a copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Umatilla as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely

as if set forth herein, and such copy shall remain on file in said office available for public inspection.

- B. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Umatilla.

**Section 2: Severability.**

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

**Section 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 4: Effective Date.**

This Ordinance shall become effective 31 days after its adoption by the City Council. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

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

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

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Karen H. Howard, CMC  
City Clerk

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

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

EXHIBIT "A"

**CORRECTIVE ORDINANCE**

**This Ordinance corrects errors in the legal description in Ordinance 2020-M-2  
Instrument # 2020118463 OR BK 5567 PG 2390, Lake County, Florida**

**ORDINANCE 2020-M-2**

**AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 1.76 ± ACRES OF LAND ZONED LAKE COUNTY RESIDENTIAL MEDIUM DENSITY (R-3) TO THE DESIGNATION OF LOW DENSITY RESIDENTIAL (R-3) IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY C & C REALTY INVESTMENT GROUP, LLC, LOCATED EAST OF SR 19 AND SOUTH OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been submitted by C & C Realty Investment Group, LLC, Brent Howells, Managing Member as Owner, to rezone approximately 1.76 acres of land from Lake County Medium Residential Density (R-3) to City of Umatilla Low Density Residential (R-3);

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

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

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

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

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

**Section 1: Purpose and Intent.**

That the zoning classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be designated as Low Density Residential (R-3) as defined in the Umatilla Land Development Regulations and as depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.

**LEGAL DESCRIPTION:** COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ NORTHEAST ¼ OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND RUN NORTH 89°55'24" WEST ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼, 43.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY A CHORD BEARING OF NORTH 30°02'35" EAST AND A CHORD DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID RIGHT OF WAY A CHORD BEARING OF NORTH 32°49'25" EAST AND A CHORD DISTANCE OF 2332.80 FEET; THENCE ALONG SAID RIGHT-OF-WAY RUN NORTH 34°14'35" EAST 221.37 FEET; THENCE RUN SOUTH 57°01'11" EAST 189.84 FEET, MORE OR LESS, TO THE WATERS OF LAKE PEARL, THENCE SOUTHERLY ALONG AND WITH SAID WATERS OF LAKE PEARL TO A POINT THAT IS SOUTH 59°57'25" EAST OF THE POINT OF BEGINNING; THENCE RUN NORTH 59°57'25" WEST TO THE POINT OF BEGINNING.

**Alternate Key # 3911076**

**Section 2: Zoning Classification.**

That the property shall be designated as R-3, Low Density Residential, in accordance with Chapter 6, Section 2(b) of the Land Development Regulations of the City of Umatilla, Florida.

**Section 3:** The City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning map of the City of Umatilla, Florida, to include said designation consistent with this Ordinance.

**Section 4: Severability.**

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

**Section 5: Effective Date.**

This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

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

\_\_\_\_\_  
Eric Olson, Mayor  
City of Umatilla, Florida

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Karen H. Howard, CMC  
City Clerk

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

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

EXHIBIT "A"

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

---

**DATE:** June 30, 2021

**MEETING DATE:** July 6, 2021

**SUBJECT:** Corrective Ordinances for Roman Parcels

**ISSUE:** Approval of Corrected Ordinances

---

**BACKGROUND SUMMARY:** Corrective ordinances for Roman properties have been included in the agenda packet with strikethroughs and corrections. Parcels which were annexed earlier this year had incorrect legal descriptions. The errors were scrivener in nature, but because it was noted the legal descriptions were not correct, contact was made by Kevin Stone, City Attorney, with Lake County Attorney to find out if there were any objections to these corrections being made. No objections are anticipated.

The City Attorney has reviewed and determined that although the legal descriptions in the recorded ordinances were incorrect, the notices, advertised maps, and advertised ordinance titles were correct and the correct information was provided to the council about the location and nature of the properties during the public hearings.

Upon approval, the ordinances will be rerecorded with the corrections made and a legend added explaining the discrepancy in the legal description.

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**STAFF RECOMMENDATIONS:** Approval

**FISCAL IMPACTS:** N/A

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            vN/A

Reviewed by City Engineer    Yes            No            vN/A

**CORRECTIVE ORDINANCE**

**This Ordinance corrects errors in the legal description in Ordinance 2021-C,  
Instrument # 2021009775 OR BK 5626 PG 1144, Lake County, Florida**

**ORDINANCE 2021- C**

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 2.99 ± ACRES OF LAND GENERALLY LOCATED WEST OF SR 19 AND SOUTH OF PALM STREET; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted for annexation of approximately 2.99 acres of land generally located west of SR 19 and south of Palm Street (the "Property") by Alberto C. Roman as Owner;

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed annexation has been properly published; and

WHEREAS, the Property is contiguous to the City limits and may be annexed by the City of Umatilla.

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

**Section 1.**

The following described property consisting of approximately 2.99 acres of land generally located west of SR 19 and south of Palm Street, is hereby incorporated into and made part of the City of Umatilla Florida. The property is more particularly described as follows:

~~LEGAL DESCRIPTION: BEGIN AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AND THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 19, SAID POINT OF BEING A CONCRETE MONUMENT AT THE INTERSECTION BY THE SOUTHERLY RIGHT OF WAY LINE OF PALM STREET AND THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 19 AS SHOWN ON THE PLOT OF SILVER BEACH HEIGHTS, RECORDED IN PLAT BOOK 2, AT PAGE SA, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN THENCE NORTH 89° 59' 30" WEST ALONG THE SAID NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 5 A DISTANCE OF 180.00 FEET, THENCE SOUTH 23° 00' 59" EAST A DISTANCE OF 70.00 FEET, THENCE SOUTH 55° 51' 15" EAST A DISTANCE OF 93.00 FEET TO A POINT OF THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 19, THENCE NORTH 32°58' 40" EAST, ALONG SAID RIGHT OF WAY LINE DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING.~~

Commence at a 1" pipe at the intersection of the Northwesterly line of the right of way of State Road No. 19 with the South line of the right of way of Palm Street in Section 6, Township 18 South, Range 27 East, Lake County, Florida, said intersection being shown on the plat of Silver Beach Heights recorded in Plat Book 14, page 25, Public Records of Lake County, Florida; Thence run North 89°59'30" West, along the

48 South right of way line of Palm Street, according to said plat, 180.00 feet to the Point of Beginning;  
49 Thence continue North 89°59'30" West, along said South right of way line, 137.83 feet; Thence South  
50 33°11'26" West, 173.25 feet; Thence North 89°59'30" West, 292.46 feet; Thence South 00°00'30" West,  
51 17.27 feet; Thence South 56°06'30" East, 501.12 feet to a 4" round concrete monument #RLS 1916 being  
52 designated "Point A"; Thence return to the Point of Beginning and run South 23°00'59" East, 70.00 feet;  
53 Thence South 55°51'15" East, 93.00 feet to the Northwesterly line of the right of way of State Road No.  
54 19; Thence South 33°12'29" West, 387.34 feet to "Point A" and terminus of this description.  
55  
56

57 **Alternate Key # 11014177 and 1097282**  
58

59 **Section 2.** The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the  
60 Circuit Court, the County Manager of Lake County, Florida, and the Secretary of State of Florida  
61 within seven (7) days after its passage on second and final reading.  
62

63 **Section 3.** If any provision or portion of this Ordinance is declared by any court of competent  
64 jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of  
65 this Ordinance shall remain in full force and effect.  
66

67 **Section 4.** The property annexed in this Ordinance is subject to the Land Use Plan of the Lake  
68 County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan  
69 Amendment to include the property annexed in the City Comprehensive Plan.  
70

71 **Section 5. Utilities.** The property is located within the City's Chapter 180, Florida Statutes, Utility  
72 District. The owner hereby agrees that the City shall be the sole provider of water and wastewater  
73 services to the property subject to this Ordinance when such services become available subject to the  
74 rules and regulations established by State and Federal regulatory agencies, and applicable City  
75 ordinances, policies, and procedures. For the purposes of this Section 5, 'available' shall mean when the  
76 City's potable water system comes within 300' of the private water system or any of the central lines of  
77 such private system and when the City's wastewater system comes within 1,000' of the private  
78 treatment system or any central lines of such private system. Distances shall be measured as a curb line  
79 distance within the right of way or the centerline distance within an easement. The owner further  
80 agrees that when the City provides notice that such utilities are available; the owner shall connect to the  
81 applicable system within 12 months of the date of the City's written notice.  
82

83 **Section 6.** This Ordinance shall become effective immediately upon passage by the City Council of  
84 the City of Umatilla.  
85  
86

87 **PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County,  
88 Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.  
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91 \_\_\_\_\_  
92 Kent Adcock, Mayor  
93 City of Umatilla, Florida  
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ATTEST:

Approved as to Form:

\_\_\_\_\_  
Karen H. Howard, MMC  
City Clerk

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

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

**CORRECTIVE ORDINANCE**

**This Ordinance corrects errors in the legal description in Ordinance 2021-C  
Instrument # 2021009776 OR BK 5626 PG 1147, Lake County, Florida**

**ORDINANCE 2021-C-1**

**AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 2.99 ± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW TO SINGLE FAMILY MEDIUM DENSITY IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY ALBERTO C. ROMAN LOCATED WEST OF SR 19 AND SOUTH OF PALM STREET ; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been received from Alberto C. Roman as owner, requesting that real property within the city limits of the City of Umatilla be assigned a land use designation from Lake County Urban Low Density to City Residential Single Family Medium Density under the Comprehensive Plan for the City of Umatilla;

**WHEREAS**, the amendment would facilitate commercial development and is in compliance with the policies of the City’s comprehensive plan; and

**WHEREAS**, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

**WHEREAS**, the Local Planning Agency for the City of Umatilla have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Council of the City of Umatilla.

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

**WHEREAS**, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law; and,

**NOW, THEREFORE, BE IT ORDAINED** BY THE CITY COUNCIL OF UMATILLA, FLORIDA, AS FOLLOWS:

**Section 1: Purpose and Intent.**

That the land use classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be designated from Lake County Urban Low Density to Single Family Medium Density as depicted on the map attached hereto as Exhibit “A”, and as defined in the Umatilla Comprehensive Plan.

~~LEGAL DESCRIPTION: BEGIN AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 18 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, AND THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 19, SAID POINT OF BEING A CONCRETE MONUMENT AT THE INTERSECTION BY THE SOUTHERLY RIGHT OF WAY LINE OF PALM STREET AND THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER 19 AS SHOWN ON THE PLOT OF SILVER BEACH HEIGHTS, RECORDED IN PLAT BOOK 2, AT PAGE SA, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, RUN THENCE NORTH 89° 59' 30" WEST ALONG THE SAID NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 5 A DISTANCE OF 180.00 FEET, THENCE SOUTH 23° 00' 59" EAST A DISTANCE OF 70.00 FEET, THENCE SOUTH 55° 51' 15" EAST A DISTANCE OF 93.00 FEET TO A POINT OF THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 19, THENCE NORTH 32°58' 40" EAST, ALONG SAID RIGHT OF WAY LINE DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING.~~

COMMENCE AT A 1" PIPE AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19 WITH THE SOUTH LINE OF THE RIGHT OF WAY OF PALM STREET IN SECTION 6, TOWNSHIP 18 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, SAID INTERSECTION BEING SHOWN ON THE PLAT OF SILVER BEACH HEIGHTS RECORDED IN PLAT BOOK 14, PAGE 25, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°59'30" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF PALM STREET, ACCORDING TO SAID PLAT, 180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°59'30" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, 137.83 FEET; THENCE SOUTH 33°11'26" WEST, 173.25 FEET; THENCE NORTH 89°59'30" WEST, 292.46 FEET; THENCE SOUTH 00°00'30" WEST, 17.27 FEET; THENCE SOUTH 56°06'30" EAST, 501.12 FEET TO A 4" ROUND CONCRETE MONUMENT #RLS 1916 BEING DESIGNATED "POINT A"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 23°00'59" EAST, 70.00 FEET; THENCE SOUTH 55°51'15" EAST, 93.00 FEET TO THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19; THENCE SOUTH 33°12'29" WEST, 387.34 FEET TO "POINT A" AND TERMINUS OF THIS DESCRIPTION.

**Alternate Key # 1101417 and 1097282**

- A. That a copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Umatilla as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.
- B. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Umatilla.

**Section 2: Severability.**

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

**Section 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 4: Effective Date.**

This Ordinance shall become effective 31 days after its adoption by the City Council. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

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

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

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Karen H. Howard, MMC  
City Clerk

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

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

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

(SEAL)

EXHIBIT "A"

**CORRECTIVE ORDINANCE**

**This Ordinance corrects errors in the legal description in Ordinance 2021-C-2  
Instrument # 2021009777 OR BK 5626 PG 1150, Lake County, Florida**

**ORDINANCE 2021-C-2**

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3  
4 **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 2.99**  
5 **± ACRES OF LAND ZONED LAKE COUNTY SINGLE FAMILY MEDIUM RESIDENTIAL (R-3) AND GENERAL**  
6 **COMMERCIAL (C-2) TO THE DESIGNATION OF CITY URBAN RESIDENTIAL DISTRICT (UR-5) FOR THE**  
7 **HEREAFTER DESCRIBED PROPERTY OWNED BY ALBERTO C. ROMAN, LOCATED WEST OF SR 19 AND**  
8 **SOUTH OF PALM STREET; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS**  
9 **ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER**  
10 **AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.**

11  
12 **WHEREAS,** a petition has been submitted by Alberto C. Roman as Owner, to rezone  
13 approximately 2.99 acres of land from Lake County Single Family Medium Residential (R3) and General  
14 Commercial (C-2) to City Urban Residential District (UR-5);

15  
16 **WHEREAS,** the Petition bears the signature of all required parties; and

17  
18 **WHEREAS,** the required notice of the proposed rezoning has been properly published;

19  
20 **WHEREAS,** the City Council reviewed said petition, the recommendations of staff report and any  
21 comments, favorable or unfavorable, from the public and surrounding property owners at a public  
22 hearing duly advertised;

23  
24 **WHEREAS,** upon review, certain terms pertaining to the development of the above described  
25 property have been duly approved, and

26  
27 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Umatilla, Florida, as  
28 follows:

29  
30 **Section 1: Purpose and Intent.**

31 That the zoning classification of the following described property, being situated in the City of Umatilla,  
32 Florida, shall hereafter be designated as Urban Residential District (UR-5) as defined in the Umatilla Land  
33 Development Regulations and as depicted on the map attached hereto as Exhibit "A" and incorporated  
34 herein by reference.

35  
36 **LEGAL DESCRIPTION:** ~~-BEGIN AT THE POINT OF INTERSECTION OF THE NORTH LINE~~  
37 ~~OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 18 SOUTH,~~  
38 ~~RANGE 27 EAST, LAKE COUNTY, FLORIDA, AND THE NORTHWESTERLY RIGHT OF~~  
39 ~~WAY LINE OF STATE ROAD NUMBER 19, SAID POINT OF BEING A CONCRETE~~  
40 ~~MONUMENT AT THE INTERSECTION BY THE SOUTHERLY RIGHT OF WAY LINE OF~~  
41 ~~PALM STREET AND THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF~~  
42 ~~STATE ROAD NUMBER 19 AS SHOWN ON THE PLOT OF SILVER BEACH HEIGHTS,~~  
43 ~~RECORDED IN PLAT BOOK 2, AT PAGE SA, PUBLIC RECORDS OF LAKE COUNTY,~~  
44 ~~FLORIDA, RUN THENCE NORTH 89° 59' 30" WEST ALONG THE SAID NORTH LINE OF~~  
45 ~~THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 5 A DISTANCE OF 180.00~~  
46 ~~FEET, THENCE SOUTH 23° 00' 59" EAST A DISTANCE OF 70.00 FEET, THENCE SOUTH~~

47 ~~55° 51' 15" EAST A DISTANCE OF 93.00 FEET TO A POINT OF THE AFORESAID~~  
48 ~~NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 19, THENCE NORTH 32°58'~~  
49 ~~40" EAST, ALONG SAID RIGHT OF WAY LINE DISTANCE OF 139.00 FEET TO THE~~  
50 ~~POINT OF BEGINNING.~~

51  
52 COMMENCE AT A 1" PIPE AT THE INTERSECTION OF THE NORTHWESTERLY LINE  
53 OF THE RIGHT OF WAY OF STATE ROAD NO. 19 WITH THE SOUTH LINE OF THE  
54 RIGHT OF WAY OF PALM STREET IN SECTION 6, TOWNSHIP 18 SOUTH, RANGE 27  
55 EAST, LAKE COUNTY, FLORIDA, SAID INTERSECTION BEING SHOWN ON THE PLAT  
56 OF SILVER BEACH HEIGHTS RECORDED IN PLAT BOOK 14, PAGE 25, PUBLIC  
57 RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 89°59'30" WEST,  
58 ALONG THE SOUTH RIGHT OF WAY LINE OF PALM STREET, ACCORDING TO SAID  
59 PLAT, 180.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  
60 89°59'30" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, 137.83 FEET; THENCE  
61 SOUTH 33°11'26" WEST, 173.25 FEET; THENCE NORTH 89°59'30" WEST, 292.46 FEET;  
62 THENCE SOUTH 00°00'30" WEST, 17.27 FEET; THENCE SOUTH 56°06'30" EAST, 501.12  
63 FEET TO A 4" ROUND CONCRETE MONUMENT #RLS 1916 BEING DESIGNATED  
64 "POINT A"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN SOUTH  
65 23°00'59" EAST, 70.00 FEET; THENCE SOUTH 55°51'15" EAST, 93.00 FEET TO THE  
66 NORTHWESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19; THENCE  
67 SOUTH 33°12'29" WEST, 387.34 FEET TO "POINT A" AND TERMINUS OF THIS  
68 DESCRIPTION.

69  
70 **Alternate Key # 1101417 and 1097282**

71  
72 **Section 2: Zoning Classification.**

73 That the property shall be designated as UR-5, Urban Residential District, in accordance with Chapter 6,  
74 Section 2(c) of the Land Development Regulations of the City of Umatilla, Florida.

75  
76 **Section 3:** The City Manager, or designee, is hereby directed to amend, alter, and implement the  
77 official zoning map of the City of Umatilla, Florida, to include said designation consistent with this  
78 Ordinance.

79  
80 **Section 4: Severability.**  
81 If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void,  
82 unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall  
83 remain in full force and effect.

84  
85 **Section 5: Effective Date.**  
86 This Ordinance shall become effective immediately upon passage by the City Council of the City of  
87 Umatilla.

88  
89 **PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County,  
90 Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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94 Kent Adcock, Mayor  
95 City of Umatilla, Florida

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97

98 ATTEST:

Approved as to Form:

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102 \_\_\_\_\_  
Karen H. Howard, MMC  
103 City Clerk

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Kevin Stone  
105 City Attorney

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

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

(SEAL)



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EXHIBIT "A"

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE: July 1, 2021**

**MEETING DATE: July 6, 2021**

**SUBJECT: Amended and Restated Agreement between the City of Umatilla and City Attorney**

**ISSUE: Updated Agreement**

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**BACKGROUND SUMMARY: Stone & Gerkin, P.A. has been serving the City of Umatilla since December 2010. Stone & Gerkin, P.A., would like to continue to provided legal services to the City of Umatilla. Certain updates and modifications to the existing agreement are attached hereto in the form of a newly written agreement.**

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**STAFF RECOMMENDATIONS: Approval**

**FISCAL IMPACTS: N/A**

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**COUNCIL ACTION:**

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

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

**AMENDED AND RESTATED**  
**AGREEMENT BETWEEN**  
**CITY OF UMATILLA AND CITY ATTORNEY**

This **AMENDED AND RESTATED AGREEMENT BETWEEN CITY OF UMATILLA AND CITY ATTORNEY** ("Agreement") effective on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF UMATILLA, FLORIDA, a municipal corporation**, P. O. Box 2286, Umatilla, Florida 32784, hereinafter called ("City") and **STONE & GERKEN, P.A.** ("Attorney"), 4850 North Highway 19A, Mount Dora, Florida 32757.

**WHEREAS**, Lewis W. Stone, for Stone & Gerken, P.A., executed an **AGREEMENT BETWEEN CITY OF UMATILLA AND CITY ATTORNEY** on or about December 7, 2010.

**WHEREAS**, the parties desire to make certain modifications to the Agreement in its entirety.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

**SECTION A – SERVICES**

Stone & Gerken, P.A. shall serve as City Attorney and with the licensed attorneys at the law firm of Stone & Gerken, P.A., shall furnish legal services to City as described in Article VII, Section 1 of the City of Umatilla Charter, to include acting as closing and title agent in real estate transactions to which the City is a party and provision of opinions in connection with obtaining grants, debt financing, and other transactions requiring an opinion of counsel.

**SECTION B – COMPENSATION FOR SERVICES**

City shall pay to Attorney the sum of \$225.00 per hour, or fraction thereof, billed in quarter hour increments, spent by Attorney (or any other partner or associate) on said services, and \$100.00 per hour, or fraction thereof, billed in quarter hour increments, spent by any paralegal or legal assistant on said services. In the case of real estate transactions, the Attorney shall be compensated at its ordinary or promulgated rates for closing fees and title insurance premiums. In the case of providing opinion letters, the Attorney shall be compensated with an appropriate fee at a market rate relative to the size of the debt issuance or grant. Notwithstanding the foregoing, hourly rates shall be discounted by 15% during the first two years after the effective date of this contract.

**SECTION C – TERMS AND CONDITIONS**

1. *Qualifications and Compliance with the City Charter.* Attorney hereby represents that Attorney is qualified to provide legal services to the City as the City Attorney, and Attorney agrees to comply with the provisions attached hereto as set forth in the City of Umatilla Charter. Attorney agrees to maintain professional liability insurance during the duration of this agreement.

2. *Termination.* This Agreement may be terminated at any time by action of the City Council or by Attorney upon thirty (30) days written notice to City. Attorney serves at the pleasure of the City Council. If attorney terminates this Agreement, Attorney agrees to provide legal services to City until such time as an interim attorney or new City Attorney is appointed, provided

that such arrangement shall not extend beyond a six month period unless agreed to by City Attorney. The City Manager and City Attorney will review this Agreement no later than January 30, 2011 to determine if modifications to this Agreement should be recommended to City Council.

3. *Conflicts of Interest.* The parties acknowledge that Attorney is a private law firm in Lake County, Florida, and that there exists the possibility that legal matters involving other clients of the firm may create conflicts from time to time with the representation of the City. The parties acknowledge that Attorney will decline to represent the City or any other client in the event that such representation would violate the rules regulating the Florida Bar.

4. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. This Agreement may be amended only by written instrument signed by each party.

5. *Public Entity Crimes.* Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contract, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. *Public Records*

In accordance with the provisions of Chapter 119.0701(2), Florida Statutes:

A. IF THE ATTORNEY AS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, 1 S. CENTRAL AVE., UMATILLA FL 32784, 352-669-3125.

B. The Attorney must comply with public records laws, specifically to:

1. Keep and maintain public records required by the Board to perform the service.

2. Upon request from the City custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119. Florida Statutes, or as otherwise provided by law.

3. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Attorney does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Attorney or keep and maintain public records required by the City to perform the service. If the Attorney transfers all public records to the City upon completion of the Agreement, the Attorney shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Attorney keeps and maintains

public records upon completion of the Agreement, the Attorney shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City custodian of public records, in a format that is compatible with the information technology systems of the City.

7. *E-verify.* Prior to the employment of any person performing services to the Plan, Attorney shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees within the State of Florida that are hired by Attorney after the execution of this Agreement who are providing labor to the City.

8. *Governing Law.* This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, the undersigned parties have hereby caused this Agreement to be duly executed on the day and year first above written.

CITY OF UMATILLA

STONE & GERKEN, P.A.

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

By: \_\_\_\_\_  
Kevin M. Stone, Partner

ATTEST:

\_\_\_\_\_  
Scott Blankenship, City Manager

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE: June 30, 2021**

**MEETING DATE: July 6, 2021**

**SUBJECT: One Team One Fight 4 PTSD 5K**

**ISSUE: Event Approval**

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**BACKGROUND SUMMARY:** Keith Totten requests approval for the One Team One Fight 4 PTSD 5k event on October 30, 2021 with the alternate date of November 6, 2021. This event has been held in the City of Eustis in years past. Mr. Totten is requesting use of the certified Umatilla 5K course for his 2021 event for a change of scenery, more broad spread awareness, and greater community involvement.

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**STAFF RECOMMENDATIONS: Approval**

**FISCAL IMPACTS: N/A**

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            vN/A

Reviewed by City Engineer    Yes            No            vN/A

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE: June 30, 2021**

**MEETING DATE: July 6, 2021**

**SUBJECT: 7<sup>th</sup> Annual Umatilla Kiwanis 5k for the Kids**

**ISSUE: Event Approval**

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**BACKGROUND SUMMARY:** Deborah Joswig of Kiwanis requests approval for the 7<sup>th</sup> Annual Umatilla Kiwanis 5K for the Kids event on November 13, 2021 with the alternate date of November 20, 2021. The event has been a great success in the past, and has minimal impact on traffic flow.

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**STAFF RECOMMENDATIONS: Approval**

**FISCAL IMPACTS: N/A**

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**COUNCIL ACTION:**

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

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



## CITY OF UMATILLA AGENDA ITEM STAFF REPORT

---

**DATE:** June 22, 2021

**MEETING DATE:** July 6, 2021

**SUBJECT:** Mid-Year Budget Amendment

**ISSUE:** Resolution 2021-16

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**BACKGROUND SUMMARY:** During the budget process, beginning fund balances are estimated based on the best information available at the time. After completion of the audit, the City updates the beginning balances by Fund to the actual prior year ending balance.

The City also receives various grants and other revenue sources which change the total of the budget. These grants and their associated expenditures need to be incorporated into the budget and approved by City Council. This amendment updates beginning balances, grants and corrects other minor budget items as necessary.

**STAFF RECOMMENDATIONS:** Approval.

**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 - 16**

**A RESOLUTION OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, AMENDING RESOLUTION 2020-22 ADOPTED SEPTEMBER 22, 2020 TO PROVIDE FOR CHANGES IN THE FISCAL YEAR 2020-2021 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Umatilla of Lake County, Florida, found and determined that budget amendments are necessary for the Fiscal Year 2020-2021.

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

- 1. The Fiscal Year 2020-2021 Budget is hereby amended by the Umatilla City Council as illustrated in Exhibit A attached hereto.
- 2. The City Manager is hereby authorized and directed to maintain and amend the budget so as to reflect the anticipated revenue and the appropriation of, and the expenditure of, all funds committed to, or received by the city subsequent to September 30, 2020 and prior to October 1, 2021, in accordance with direction of the City Council as to the appropriation and expenditure of such funds as and when received.
- 3. This Resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** by the City Council of the City of Umatilla, Lake County, Florida.

\_\_\_\_\_  
Kent Adcock  
Mayor

ATTEST:

Approved as to Form:  
STONE & GERKEN, PA

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

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

**BUDGET SUMMARY**  
**CITY OF UMATILLA - FISCAL YEAR 2020-2021**  
**AMENDED**

	GENERAL FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	ENTERPRISE FUNDS	TOTAL
CASH BALANCES BROUGHT FORWARD	\$1,101,027	\$476,900	\$755,663	\$23,896,253	\$26,229,843
ESTIMATED REVENUES:					
Ad Valorem Taxes - Millage 7.1089	920,128	299,235	-	-	1,219,363
Sales and Use Taxes	72,058	-	317,451	-	389,509
Franchise Fees	280,000	-	-	-	280,000
Utility Service Taxes	372,000	-	-	-	372,000
Communications Services Tax	112,830	-	-	-	112,830
Licenses and Permits	126,500	-	-	-	126,500
Intergovernmental	430,574	200,000	-	7,792,811	8,423,385
Charges for Services	22,000	377,854	-	2,452,850	2,852,704
Fines and Forfeitures	20,300	500	-	-	20,800
Miscellaneous	41,500	6,250	100	3,800	51,650
Other Financing Sources	718,379	-	-	-	718,379
	<u>3,116,269</u>	<u>883,839</u>	<u>317,551</u>	<u>10,249,461</u>	<u>14,567,120</u>
Total Estimated Revenues and Cash Balances Brought Forward	<u>4,217,296</u>	<u>1,360,739</u>	<u>\$1,073,214</u>	<u>\$34,145,714</u>	<u>40,796,963</u>
ESTIMATED EXPENDITURES/EXPENSES:					
General Government	960,761	-	72,246	-	1,033,007
Public Safety	1,083,510	401,554	85,510	-	1,570,574
Physical Environment	50,290	-	-	8,389,762	8,440,052
Transportation	545,130	-	-	1,710,009	2,255,139
Culture & Recreation	597,275	-	413,352	-	1,010,627
Economic Environment	-	740,725	-	-	740,725
Debt Service	-	-	65,357	20,654	86,011
Other Uses	2,445	-	-	600,000	602,445
	<u>3,239,411</u>	<u>1,142,279</u>	<u>636,465</u>	<u>10,720,425</u>	<u>15,738,580</u>
Total Expenditures / Expenses	<u>3,239,411</u>	<u>1,142,279</u>	<u>636,465</u>	<u>10,720,425</u>	<u>15,738,580</u>
Reserves	<u>977,885</u>	<u>218,460</u>	<u>436,749</u>	<u>23,425,289</u>	<u>25,058,383</u>
Total Appropriated Expenditures/ Expenses and Reserves	<u>\$4,217,296</u>	<u>\$1,360,739</u>	<u>\$1,073,214</u>	<u>\$34,145,714</u>	<u>\$40,796,963</u>

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** July 2, 2021

**MEETING DATE:** July 6, 2021

**SUBJECT:** Resolution No. 2021-15, TEFRA Hearing, Lakeview Terrace Bond Restructure

**ISSUE:** TEFRA Hearing

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**BACKGROUND SUMMARY:** This item is for a TEFRA hearing on the Lakeview Terrace bond restructuring. City Attorney presenting.

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**STAFF RECOMMENDATIONS:**

**FISCAL IMPACTS:**

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**COUNCIL ACTION:**

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

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

RESOLUTION 2021-15

A RESOLUTION OF THE CITY OF UMATILLA, FLORIDA PROVIDING FOR CERTAIN AMENDMENTS AND A RESTRUCTURING OF THE CITY OF UMATILLA, FLORIDA REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2012A (FIXED RATE BONDS) AND CITY OF UMATILLA, FLORIDA REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2012B (ADJUSTABLE RATE BONDS); CITY OF UMATILLA, FLORIDA REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2016; CITY OF UMATILLA, FLORIDA FIXED RATE REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2018A, CITY OF UMATILLA, FLORIDA ADJUSTABLE RATE REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2018B, AND CITY OF UMATILLA, FLORIDA INDEX FLOATING RATE REVENUE BONDS (LAKEVIEW TERRACE SENIOR LIVING PROJECT), SERIES 2018C, FOR THE PURPOSE OF PROVIDING FAVORABLE TERMS FOR COMMUNITY SUPPORTS, INC., THE BORROWER RESPONSIBLE FOR PAYMENTS OF SUCH BONDS; AUTHORIZING AMENDMENTS TO THE UNDERLYING BOND TRUST INDENTURES AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH THE RESTRUCTURING OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS BY THE BORROWER; MAKING CERTAIN COVENANTS IN CONNECTION WITH THE BONDS; APPROVING THE RESTRUCTURING AND REISSUANCE OF THE BONDS AFTER A PUBLIC HEARING; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR A SEVERABILITY CLAUSE, A REPEALER CLAUSE, AND AN EFFECTIVE DATE.

**WHEREAS**, the City of Umatilla, Florida (the "City") is authorized under home rule powers under the Constitution of the State of Florida, Part II of Chapter 159, Florida Statutes and Chapter 166, Florida Statutes, as supplemented and amended (collectively, the "Act"), to issue bonds and to loan the proceeds thereof for the purpose of financing and refinancing "projects" as defined in the Act, to promote and develop health care within the boundaries of the City and the State of Florida (the "State"), to increase the opportunities for gainful employment and purchasing power, and improve living conditions and otherwise contribute to the health and welfare of the City, the State and the inhabitants thereof; and

**WHEREAS**, the City desires to promote such purposes by assisting as described herein to support a local facility for the residence or care of the aged in order to provide modern and efficient care and services to the inhabitants of the City and care and safe housing of the aged in accordance with the Act; and

**WHEREAS**, in order to further the purposes of the Act, the City has determined to approve the restructuring of certain of its conduit bonds as follows: City of Umatilla, Florida Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2012A (Fixed Rate Bonds) and City of Umatilla, Florida Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2012B (Adjustable Rate Bonds) (collectively, the "Series 2012 Bonds"); City of Umatilla, Florida Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2016 (the "Series 2016 Bonds"); and City of Umatilla, Florida Fixed Rate Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2018A, City of Umatilla, Florida Adjustable Rate Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2018B, and City of Umatilla, Florida Index Floating Rate Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2018C (collectively, the "Series 2018 Bonds" together with the Series 2012 Bonds and the Series 2016 Bonds the "Bonds"); and

**WHEREAS**, the City has been requested to restructure the Bonds by Community Supports, Inc., a not-for-profit corporation (the "Borrower") which currently owns and operates the senior living facilities known as Lakeview Terrace Retirement Community, and is responsible for the repayment of the Bonds under the terms of certain Loan Agreements (and certain other security documents) between the City and the Borrower; and

**BE IT RESOLVED BY THE CITY OF UMATILLA, FLORIDA AS FOLLOWS:**

**SECTION 1. AUTHORITY.** This Resolution (hereinafter called the "Resolution") is adopted pursuant to the provisions of the Constitution of the State, Chapter 166, Florida Statutes, as amended, Chapter 159, Part II, Florida Statutes, as amended, the home rule powers of the City and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** Unless the context otherwise requires, when used in this Resolution the terms defined in this section shall have the meanings specified in this section. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Authorized Officers" shall mean the Mayor and either the Clerk or the Acting City Clerk of the City.

"Bond Counsel" shall mean Bryant Miller Olive P.A. or any other attorney at law or firm of attorneys reasonably acceptable to the City, the Bond Trustee and the Borrower of nationally recognized standing in matters pertaining to the validity of and the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Trustee" shall mean U.S. Bank National Association, as bond trustee under the Bond Indentures relating to the Bonds.

"Bondholder" shall mean the beneficial owners of the Bonds for whom Hamlin Capital Management, LLC, serves as either an investment advisor or as a manager of such owner's limited partnership.

"City" shall mean the City of Umatilla, Florida, a municipality and a political subdivision of the State.

"Clerk" shall mean the City Clerk, any acting City Clerk, or any interim City Clerk.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Facility" or "Lakeview Terrace" shall mean Lakeview Terrace Retirement Community, located at 331 Raintree Drive, Altoona, Florida, which the Borrower owns and operates as a continuing care retirement community and associated health care and safe housing center that provides assisted living and long-term skilled nursing care.

"First Amendment to Bond Indentures" shall mean collectively, the three First Amendment to Bond Trust Indentures to be entered into by and between the City and the Bond Trustee in substantially the form attached hereto as composite Exhibit A, as amended or supplemented from time to time.

"Indemnification Agreement" shall mean the Indemnification and Hold Harmless Agreement from the Borrower to the City.

"Loan Agreements" shall mean collectively the Loan Agreements previously entered into by and between the City and the Borrower with respect to each series of Bonds, as amended from time to time.

"Projects" shall mean (i) the following facilities at Lakeview Terrace which were financed and refinanced with the proceeds of the Series 2012 Bonds: (a) completing the exterior renovations of existing garden homes, apartments and carports, (b) constructing a new main entrance west of State Route 19 and north of Keene Road, (c) constructing seven 4-unit independent living villas, (d) constructing a 5-story independent living tower, (e) replacing the wastewater treatment facility and (f) refinancing existing debt used for renovations to the Lakeview Terrace facilities (the "2012 Project");

(ii) the following facilities at Lakeview Terrace which were financed and refinanced with the proceeds of the Series 2016 Bonds: the renovation, expansion, equipping and construction of (a) an approximate 3,100 square foot multi-functional fitness center with an approximate 5,000

square foot screened pool with a spa and decking with additional supporting space and equipment of approximately 1,750 square feet, (b) a Lakeview Terrace skilled nursing facility with up to 4 approximate 13,600 square foot cluster home buildings with private rooms, lounge areas, dining and supporting facilities and an approximate 6,300 square foot core building with connecting corridors and (c) renovation and modifications to the community's dining facilities (the "2016 Project"); and

(iii) the following facilities which were financed and refinanced with the proceeds of the Series 2018 Bonds: the construction and equipping of new facilities to be part of Lakeview Terrace Retirement Community, consisting collectively of (a) a residential tower building with approximately thirty-one (31) independent living units; (b) approximately nine (9) independent living villas each containing four (4) residential units; (c) a clubhouse to include new dining facilities, administrative offices and additional expansion space; (d) common area landscaping; and (e) improvements and facilities in support of (a) through (d) above (the "2018 Project").

**SECTION 3. FINDINGS.** It is hereby ascertained, determined, and declared as follows:

A. The City is authorized by the Act and has previously issued revenue bonds and made loans to the Borrower and has pledged or assigned as security for the payment of the principal of and interest on such revenue bonds any money or other revenues to be derived or received by the City under the Loan Agreements.

B. The previous issuance of the Bonds has promoted the public health and general welfare of the City and its residents and the restructuring and reissuance of the Bonds as described in the First Amendment to Bond Indentures will lower the debt service on the Bonds and will therefore improve the health and living conditions of such residents by lowering the cost of the debt service for the Borrower to in turn assist in providing economical, safe housing and care for seniors in a continuing care retirement community and related health facilities within the City.

C. Adequate provision is made under the terms of the Loan Agreements for the payment of the principal of and premium, if any, and interest on the Bonds. Taking into consideration the Borrower's ratio of current assets to current liabilities, net worth, earning trends, coverage of all fixed charges, the security for the Bonds and other factors determinative of the capability of the Borrower, financially or otherwise, the City hereby finds in accordance with the provisions of the Act that the Borrower is financially responsible and fully capable and willing to fulfill its obligations under the Loan Agreements, including the obligations to make payments in the amounts and at the times required and to operate, repair and maintain at its own expense the Borrower's facilities, including Lakeview Terrace which includes the Projects financed and refinanced with the Bonds.

D. The Loan Agreements and the First Amendment to Bond Indentures, as herein described, provide for the payment of the principal of and premium, if any, and interest on the

Bonds. The City will be able to continue to cope satisfactorily with the impact of the Projects and will continue to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair and maintenance of the facilities included in the Projects and on account of any increases in population or other circumstances resulting therefrom.

E. The principal of, premium, if any, and interest on the Bonds and all payments to be made on behalf of the City required under and pursuant to the Loan Agreements and the Bond Indentures, as amended, shall be payable solely from the proceeds to be derived by the City under and pursuant to the Loan Agreements, and the City shall never be required to pay the same from any funds of the City other than those derived by the City under the Loan Agreements. Neither the faith and credit nor the taxing power of the State, Lake County, or the City or of any other political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate Lake County, the City, the State, or any political subdivision thereof to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

F. The City has been advised by Bond Counsel that, assuming compliance with certain tax covenants, the interest on the Bonds will be excluded from gross income of the holders thereof for purposes of federal income taxation under existing laws of the United States.

G. Section 147(f) of the Code requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds, be approved, after a public hearing following reasonable public notice, by the governmental unit having jurisdiction over the area in which the Project is located.

H. The Borrower has requested the City, pursuant to Section 147(f) of the Code, approve the restructuring and reissuance of the Bonds.

I. The City Council of the City (the "Council") on June 22, 2021, caused to be posted a notice of a public hearing on the City's website, to be held on July 6, 2021, at 6:00 p.m., or as soon thereafter as the same may be heard, in the City Hall in the Council Chambers, 1 South Central Avenue, Umatilla, Florida 32784, to consider the restructuring and reissuance of the Bonds and the nature of the Projects to be refinanced with the proceeds of the Bonds.

J. The public hearing so noticed, was duly held on the date hereof.

**SECTION 4. AUTHORIZATION OF RESTRUCTURING AND REISSUANCE OF THE BONDS.** The Bonds are hereby authorized to be reissued in an aggregate principal amount \$6,720,000 with respect to the Series 2012 Bonds, \$8,865,000 with respect to the Series 2016 Bonds and \$19,595,000 with respect to the Series 2018 Bonds, in the form and manner to be described in the First Amendment to Bond Indentures. The restructured and reissued Bonds will be dated the



date of delivery of the Bonds to the Bondholder, and interest thereon shall be payable as is provided in the Bond Indenture.

**SECTION 5. TEFRA APPROVAL.** The reissuance of the Bonds by the City in the aggregate principal amounts listed in Section 4 hereof for the benefit of the Borrower is hereby approved as required by Section 147(f) of the Code. The Projects which consists of the prior facilities financed with the proceeds of the Bonds are located in the City and are owned and operated by the Borrower.

**SECTION 6. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE FIRST AMENDMENT TO BOND INDENTURES.** As security for the payment of the principal of and premium, if any, and interest on the Bonds and in order to modify, amend and restructure certain terms of the Bonds, the First Amendment to the Bond Indentures, in substantially the forms thereof attached hereto as composite Exhibit A, with such changes, alterations and corrections as may be approved by the Authorized Officers, such approval to be presumed by their execution thereof, is hereby approved by the City, and the City hereby authorizes the Authorized Officers to execute and to attest the First Amendment to Bond Indentures under the corporate seal of the City and to deliver the First Amendment to the Bond Indentures to the Bond Trustee all of the provisions of which, when executed and delivered by the City as authorized herein and by the Bond Trustee duly authorized, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein. By incorporation of the First Amendment to Bond Indentures herein, the City provides the terms, conditions, covenants, rights, obligations, duties and agreement to and for the benefit of the holders of the Bonds, the City, the Borrower and the Bond Trustee.

**SECTION 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** The Indemnification Agreement, in substantially the form thereof attached hereto as Exhibit B, with such changes, alterations and corrections as may be approved by the Authorized Officers, such approval to be presumed by their execution thereof, is hereby approved by the City, and the City hereby authorizes the Authorized Officers to execute and to attest the Indemnification Agreement under the corporate seal of the City and to accept the deliver the Indemnification Agreement from the Borrower all of the provisions of which, when executed and delivered by the City as authorized herein and by the Borrower duly authorized, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

**SECTION 8. NO PERSONAL LIABILITY.** No covenant, stipulation, obligation or agreement herein contained or contained in the Loan Agreements or the Bond Indentures or the First Amendment to Bond Indentures shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, member, attorney, agent or employee of the City or its governing body in his individual capacity, and neither the City nor any official executing the Bonds shall be liable personally thereon or be subject to any personal liability or accountability by reason of the issuance thereof.

**SECTION 9. NO THIRD-PARTY BENEFICIARIES.** Except as herein or in the Loan Agreements or in the Bond Indentures or in the First Amendment to Bond Indentures otherwise expressly provided, nothing in this Resolution or in the Loan Agreements or in the Bond Indentures or in the First Amendment to Bond Indentures, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the Borrower, the Bondholder, the Bondholder Representative (as defined in the Bond Indentures or First Amendment to Bond Indentures) and the Bond Trustee any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision thereof or of the Loan Agreements or of the Bond Indentures or; this Resolution, the Loan Agreements and the Bond Indentures and all provisions thereof being intended to be and being for the sole and exclusive benefit of the City, the Borrower, the Bondholder, the Bondholder Representative and the Bond Trustee.

**SECTION 10. PREREQUISITES PERFORMED.** All acts, conditions and things relating to the passage of this Resolution, to the restructuring and reissuance of the Bonds, and to the execution of the First Amendment to Bond Indentures required by the Constitution or laws of the State to happen, exist and be performed precedent to and in the passage hereof, and precedent to the issuance of the Bonds, and precedent to the execution and delivery of the First Amendment to Bond Indentures have happened, exist and have been performed as so required.

**SECTION 11. ASSENTS, ACCEPTANCES AND APPROVALS.** The Authorized Officers of the City are authorized to execute such tax documents, acceptances, waivers, notices, approvals, certifications, exchange documents for the Bonds, and other documents, as the City and Bond Counsel may deem necessary for the City to amend and restructure the Bonds in the manner contemplated by the Loan Agreements and the First Amendment to Bond Indentures.

**SECTION 12. TAX COVENANTS.** The City covenants that it will not make and will not direct the Bond Trustee to make any investments or acquiesce in the making of any investments by the Bond Trustee pursuant to or under the Loan Agreements or the Bond Indentures which could cause the Bonds issued as tax-exempt obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations issued thereunder.

The City shall at all times do and perform all acts and things permitted by law and this Resolution which are necessary or desirable in order to assure that interest paid on the Bonds will be excluded from gross income of the holders thereof for purposes of federal income taxation and shall take no action that would result in such interest not being excluded therefrom. In furtherance thereof the Authorized Officers of the City are hereby authorized to execute and deliver Tax Regulatory Agreements in connection with the restructure and reissuance of the Bonds in such form and substance as shall be approved by the Authorized Officers of the City executing the same.

**SECTION 13. BOND INDENTURES TO CONSTITUTE CONTRACT.** In consideration of the acceptance of the Bonds issued under the Bond Indentures, as amended by the First Amendment to Bond Indentures, by the Bondholder, the amended Bond Indentures shall be deemed to be and shall constitute a contract between the City and the Bondholder. The covenants and agreements herein and in the Loan Agreements and the amended Bond Indentures to be performed by the City shall be for the equal benefit, protection and security of the Bondholder secured respectively thereby, all of which shall be of equal rank and without preference, priority or distinction of any of the Bonds over any others thereof, except as expressly provided therein.

**SECTION 14. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions contained in this Resolution, the Loan Agreements or the amended Bond Indentures shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds.

**SECTION 15. REPEALING CLAUSE.** All resolutions, or parts thereof, of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**SECTION 16. LIMITATION OF APPROVAL.** The approval contained in this Resolution shall not be construed as an approval of any zoning application or any regulatory permit required in connection with the Projects or creating any vested rights with respect to any land use regulations, and the City and City Council shall not be construed by virtue of adoption of this Resolution to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard. Further, the approval in this Resolution shall not be construed to obligate the City to incur any liability, pecuniary or otherwise, in connection with either the restructuring or reissuance of the Bonds. In addition, approval given herein shall not be construed as (a) an endorsement of the creditworthiness of the Borrower or the financial viability of the Projects, (b) a recommendation to the Bondholder, or any prospective purchaser to hold the Bonds, or (c) an evaluation of the likelihood of the repayment of the debt service on the Bonds.

**SECTION 17. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

This Resolution was passed and approved this 6th day of July, 2021.

CITY OF UMATILLA, FLORIDA

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
Gwen Johns, Acting City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**EXHIBIT A TO THE AUTHORIZING RESOLUTION  
FORM OF FIRST AMENDMENT TO BOND INDENTURES**

**FIRST AMENDMENT TO BOND TRUST INDENTURE**

**between**

**CITY OF UMATILLA, FLORIDA**

**and**

**U.S. BANK NATIONAL ASSOCIATION,  
Trustee**

**Dated as of July 1, 2021**

**AMENDING THE BOND TRUST INDENTURE DATED AS OF DECEMBER 1, 2012  
SECURING THE:**

**CITY OF UMATILLA, FLORIDA  
REVENUE BONDS  
(LAKEVIEW TERRACE SENIOR LIVING PROJECT),  
SERIES 2012A AND SERIES 2012B**

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EXHIBIT C - Additional Exhibit E to Original Indenture	

## FIRST AMENDMENT TO BOND TRUST INDENTURE

This **FIRST AMENDMENT TO BOND TRUST INDENTURE** dated as of July 1, 2021 (this "First Amendment"), between the **CITY OF UMATILLA, FLORIDA** (the "Issuer"), a duly constituted municipality under the laws of the State of Florida (the "State") and **U.S. BANK NATIONAL ASSOCIATION** (as successor trustee to Wells Fargo Bank, National Association, a national banking association), having a corporate trust office in Jacksonville, Florida, as Bond Trustee (in such capacity, together with any successor in such capacity the "Bond Trustee"), amends the certain Bond Trust Indenture dated as of December 1, 2012 between the Issuer and the Bond Trustee (the "Original Bond Trust Indenture" and collectively with this First Amendment, the "Indenture").

**WHEREAS**, the Issuer is authorized under its home rule powers, under the Constitution of the State of Florida, Part II of Chapter 159, Florida Statutes and Chapter 166, Florida Statutes, as supplemented and amended (collectively, the "Act"), to issue bonds and to loan the proceeds thereof for the purpose of financing and refinancing "projects" as defined in the Act, to promote and develop public health care within the Issuer and the State, to increase the opportunities for gainful employment and purchasing power, and improve living conditions and otherwise contribute to the health and welfare of the Issuer, the State and the inhabitants thereof; and

**WHEREAS**, the Issuer has promoted such purposes by assisting in the acquisition, construction, equipping, expansion, enlargement and improvement of facilities for the residence or care of the aged in order to provide modern and efficient housing and medical services to the inhabitants of the Issuer and care of the aged in accordance with the Act; and

**WHEREAS**, in particular the Issuer has assisted in the financing and refinancing of projects relating to the residence or care of the aged owned and operated by organizations which are exempt from taxation pursuant to §501(c)(3) of the Code in order to reduce the costs of residents of the Issuer of utilizing such facilities; and

**WHEREAS**, in order to further the purposes of the Act, the Issuer previously issued three series of revenue bonds on December 6, 2012 (the "Series 2012 Bonds" or the "Bonds"), with one Series having been paid in full, and used the proceeds thereof to make a loan to Community Supports, Inc., a not-for-profit corporation (the "Corporation") which currently owns and operates the senior living facilities known as Lakeview Terrace Retirement Community (herein referred to as "Lakeview Terrace" or the "Facility"), under the terms of a Loan Agreement dated as of December 1, 2012 (the "Loan Agreement"), between the Issuer and the Corporation; and

**WHEREAS**, the proceeds of the Series 2012 Bonds were used to finance and refinance the following facilities at Lakeview Terrace: (a) completing the exterior renovations of existing garden homes, apartments and carports, (b) constructing a new main entrance west of State Route 19 and north of Keene Road, (c) constructing seven 4-unit independent living villas, (d) constructing a 5-story independent living tower, (e) replacing the wastewater treatment



facility and (f) refinancing existing debt used for renovations to the Lakeview Terrace facilities (the "Series 2012 Project"); and to additionally finance the payoff of certain existing debt, capitalized interest, working capital, debt service reserve funds, and the costs of issuing the Series 2012 Bonds and other eligible expenditures with the proceeds; and

**WHEREAS**, the Issuer has been advised by the Corporation, that the Bondholder Representative for the Series 2012 Bonds has agreed to undertake a restructuring of certain terms of the Series 2012 Bonds as set forth herein in order to reduce the debt service payments thereon and extend the maturity date thereof among other matters; and

**WHEREAS**, the Issuer previously entered into the Original Bond Indenture for the purpose of authorizing the Series 2012 Bonds and securing the payment thereof and now herein agrees to the amendments in this First Amendment; and

**WHEREAS**, the Series 2012 Bonds were issued by the Issuer on December 6, 2012 and at least 66 2/3% of the Series 2012 Bonds are still beneficially owned by persons for whom Hamlin Capital Management, LLC (the "Bondholder Representative") serves as either an investment advisor or as a manager of such owner's limited partnership; and

**WHEREAS**, Section 1102 of the Original Bond Indenture provides that the Issuer and the Bond Trustee may execute and deliver any supplemental indenture, including a supplemental indenture which reduces the rate of interest and revises the principal repayment schedule on the Series 2012 Bonds, upon the receipt of written consent of the Bondholder Representative; and

**WHEREAS**, the Issuer is executing this First Supplemental Indenture at the request of the Corporation in order to reduce the rate of interest and revise the principal repayment schedule on the Series 2012 Bonds and to make certain other changes to the Series 2012 Bonds and the Original Bond Indenture;

**NOW, THEREFORE, THIS FIRST AMENDMENT FURTHER WITNESSETH:**

**IN TRUST**, for the equal and proportionate benefit and security of the holders from time to time of the Series 2012 Bonds issued under and secured by the Original Bond Indenture as amended by this First Amendment, without privilege, priority or distinction as to the lien or otherwise of any of the Series 2012 Bonds over any of the others, except in the case of funds held hereunder for the benefit of particular owners of Series 2012 Bonds, and the terms and provisions of the Original Indenture shall remain in full force and effect, except as hereby amended.

**ARTICLE I.  
AMENDMENTS; AUTHENTICATION DIRECTION**

The Issuer hereby covenants and agrees with the Bond Trustee and with the respective registered owners, from time to time, of the Series 2012 Bonds as follows:

**Section 101.** First Amendment to Constitute Contract. The provisions of this First Amendment shall be part of the contract of the Issuer under the Original Indenture with the Bondholders, and shall be deemed to be and shall constitute contracts among the Issuer, the Trustee and the Bondholders from time to time of the Bonds. The pledge made by the Indenture and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall continue to be for the equal benefit, protection and security of the Bondholders of any and all of the Bonds except as otherwise provided in Article VIII of the Original Indenture or with respect to moneys otherwise held to redeem or pay particular Bonds hereunder.

**Section 102.** Construction. The parties hereto acknowledge that each such party and its respective counsel have participated in the drafting of this First Amendment. Accordingly, the parties agree that any rule of construction which disfavors the drafting party shall not apply in the interpretation of this First Amendment.

**Section 103.** Rules of Construction. For all purposes of this First Amendment, the rules of construction in Article I of the Original Indenture shall apply.

**Section 104.** Amendments to the Original Indenture. The parties hereby agree that the Original Indenture shall be amended as follows:

(a) The definitions of "Initial Reset Date," "Financial Advisor," "Reset Date," and "Reset Period" in Section 101 of the Original Bond Indenture are hereby deleted in their entirety and replaced with the following and the definition of "5 Year MMD" is hereby added:

"Initial Reset Date" shall be January 1, 2023.

"Limited Special Purpose Financial Advisor" means Hamlin Capital Advisors, LLC and its successors and assigns.

All usage of the term "Financial Advisor" shall be deemed to instead be the term "Limited Special Purpose Financial Advisor".

"Reset Date" shall mean the Initial Reset Date and thereafter the first day of each Reset Period which shall be on a January 1.

"Reset Period" shall mean a period of ten (10) years, or with respect to the final Reset Period prior to the maturity date of the Series 2012B Bonds five (5) years, in duration ending on the last day of December, or on the maturity date of the Series 2012B Bonds, if earlier, and beginning on the first day after the previous Reset Period as established pursuant to Section 203.

"5 Year MMD" shall mean as of any particular date, an interest rate equal to the Municipal Market Data Index for general obligation bonds having an "Aaa," "Aaa" or "AAA" credit rating from Moody's, Standard and Poor's or Fitch, respectively, having a

term equal to 5 years, published on the most recent date on or prior to such date by Thomson Reuters in the Thompson Municipal Market Monitor, or if such index is not available, another comparable index determined by the Bond Trustee and approved by the Bondholder Representative.

(b) Section 202(a) of the Original Bond Indenture is hereby amended by deleting subsection (a) in its entirety and substituting the following as subsection (a) therefor:

"(a) The Series 2012A Bonds shall be issuable as registered bonds in Authorized Denominations, shall be numbered appropriately, shall bear interest payable semiannually commencing on January 1, 2022, and on each July 1 and January 1 thereafter at the rates described below and shall mature on July 1, 2022, on July 1, 2032, and on July 1, 2047."

(c) Section 202 of the Original Bond Indenture is hereby further amended by deleting subsection (b) in its entirety and substituting the following as subsection (b) therefor:

"(b) The interest rates, principal amounts and maturity dates for the Series 2012A Bonds shall be as follows:

<u>Bond Number</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
R-A-13	\$ 100,000	6.50%	July 1, 2022
R-A-14	1,110,000	6.50	July 1, 2032
R-A-15	2,200,000	6.50	July 1, 2047"

(d) Section 203(a) of the Original Bond Indenture is hereby amended by deleting subsection (a) in its entirety and substituting the following as subsection (a) therefor:

"(a) The Series 2012B Bonds shall be issuable as registered bonds in Authorized Denominations, shall be numbered appropriately, shall bear interest payable semiannually commencing on January 1, 2022, and on each July 1 and January 1 thereafter at the rates described below and shall mature on July 1, 2047. Each Series 2012B Bond shall be dated the date of delivery."

(e) Section 203(b) of the Original Bond Indenture is hereby amended by deleting the first three paragraphs of subsection (b) in their entirety and substituting the following therefor:

"(b) The interest rate, principal amount and maturity date for the Series 2012B Bonds shall be as follows:

<u>Bond Number</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
R-B-5	\$3,310,000	5.50%	July 1, 2047

On the Initial Reset Date and any subsequent Reset Date for a Reset Period of ten (10) years, the interest rate borne by each Series 2012B Bond shall be adjusted to be equal to the sum of 10 year MMD as of 4:30 p.m. on the third Business Day before the Reset Date plus 350 basis points, but in no event lower than 5.50% or higher than 6.25%.

On any subsequent Reset Date for a Reset Period of five (5) years, the interest rate borne by each Series 2012B Bond shall be adjusted to be equal to the sum of 5 year MMD as of 4:30 p.m. on the third Business Day before the Reset Date plus 350 basis points, but in no event lower than 5.50% or higher than 6.25%."

(f) Section 203(d) of the Original Bond Indenture is hereby amended by deleting subsection (d) in its entirety and substituting the following therefore:

"(d) On each Reset Date, a new Reset Period shall be elected by the Corporation having a duration of either 10 years, or 5 years with respect to the final Reset Period prior to the maturity date of the Series 2012B Bonds, from such Reset Date. On each Reset Date the Corporation shall deliver to the Bond Trustee an Opinion of Bond Counsel to the effect that such reset will not have an adverse effect on the exemption from federal income taxation to which the interest on the Series 2012B Bonds is entitled."

(g) Section 301 of the Original Bond Indenture is hereby amended by deleting subsections (b) and (e) in their entirety and substituting the following subsections (b) and (e) therefor:

"(b) The Series 2012A Bonds and the Series 2012B Bonds will be subject to redemption by the Issuer, at the direction of the Corporation, in whole or in part on a pro rata basis between the Series 2012A Bonds and the Series 2012B Bonds, at any time at the following redemption prices, expressed as a percentage of the principal amount to be redeemed plus accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
July 1, 2026 through June 30, 2027, inclusive	101%
July 1, 2027 and thereafter	100%

(e) Mandatory Sinking Fund Redemption of Series 2012A Bonds. As a sinking fund, the Bond Trustee shall redeem the Series 2012A Bonds maturing on July 1, 2022, in the year and in the principal amount and at a price of 100% of the principal amount of the Series 2012A Bonds to be redeemed plus accrued interest thereon to the redemption date, as follows:

Year (July 1)	Amount
2022*	\$50,000

\* Final Maturity

As a sinking fund, the Bond Trustee shall redeem the Series 2012A Bonds maturing on July 1, 2032, in years and in principal amounts and at a price of 100% of the principal amount of the Series 2012A Bonds to be redeemed plus accrued interest thereon to the redemption date, as follows:

Year (July 1)	Amount	Year (July 1)	Amount
2023	\$55,000	2028	\$80,000
2024	60,000	2029	85,000
2025	65,000	2030	90,000
2026	70,000	2031	95,000
2027	75,000	2032*	100,000

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\* Final Maturity

As a sinking fund, the Bond Trustee shall redeem the Series 2012A Bonds maturing on July 1, 2047, in years and in principal amounts and at a price of 100% of the principal amount of the Series 2012A Bonds to be redeemed plus accrued interest thereon to the redemption date, as follows:

Year (July 1)	Amount	Year (July 1)	Amount
2033	\$105,000	2041	\$175,000
2034	115,000	2042	190,000
2035	120,000	2043	200,000
2036	130,000	2044	215,000
2037	140,000	2045	230,000
2038	145,000	2046	240,000
2039	155,000	2047*	260,000
2040	165,000		

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\* Final Maturity

Mandatory Sinking Fund Redemption of Series 2012B Bonds. As a sinking fund, the Bond Trustee shall redeem the Series 2012B Bonds maturing on July 1, 2047, in years and in principal amounts and at a price equal to 100% of the principal amount of the Series 2012B Bonds to be redeemed plus accrued interest thereon to the redemption date, as follows:

Year (July 1)	Amount	Year (July 1)	Amount
2022	\$60,000	2035	\$120,000
2023	65,000	2036	125,000
2024	65,000	2037	135,000
2025	70,000	2038	140,000
2026	75,000	2039	150,000
2027	80,000	2040	160,000
2028	85,000	2041	165,000
2029	90,000	2042	175,000
2030	95,000	2043	185,000
2031	95,000	2044	195,000
2032	105,000	2045	205,000
2033	110,000	2046	215,000
2034	115,000	2047*	230,000

\* Final Maturity"

(h) Section 701 of the Original Bond Indenture is hereby amended by adding the following paragraph (m) thereto:

"(m) a brokerage account to be invested solely in the Series 2012 Bonds to be purchased in lieu of redemption in accordance with the form of direction provided pursuant to Section 304 hereto."

(i) Section 1304 of the Original Bond Indenture is hereby amended by deleting the section in its entirety and substituting the following therefor:

Unless otherwise provided herein, all demands, notices approvals, consents requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class mail, postage prepaid, addressed:

(a) if to the Corporation, at Community Supports, Inc., c/o DSI Management, 1890 State Road 436, Suite 300, Winter Park, Florida 32792 (Attention: Chief Executive Officer), phone number: (407) 645-3211;

(b) if to the Issuer, at 1 South Central Avenue, Umatilla, Florida 32784 (Attention: City Manager), phone number: (352) 669-3125;

(c) if to the Bond Trustee, at U.S. Bank National Association, 225 Water Street, Suite 700, Jacksonville, Florida 32202 (Attention: Global Corporate Trust), phone number: (904) 358-5363;

(d) if to the Underwriter, at Odeon Capital Group LLC, Municipals Department, 750 Lexington Avenue, 27<sup>th</sup> Floor New York, New York 10022, phone number: (704) 317-8535;

(e) if to the Bondholder Representative, at Hamlin Capital, 640 Fifth Avenue, 11<sup>th</sup> Floor, New York, New York 10019, phone number (212) 752-8777; and

(f) if to the Limited Special Purpose Financial Advisor, at Hamlin Capital Advisors, LLC, 5550 West Executive Drive, Suite 235, Tampa, Florida 33609, phone number (813) 280-1002.

A duplicate copy of each demand, notice, approval, request, consent, opinion or other communication given hereunder (i) by either the Issuer or the Bond Trustee to the other shall also be given to the Corporation, the Bondholder Representative and the Limited Special Purpose Financial Advisor and (ii) to the Bondholder Representative shall also be given to the Underwriter. The Issuer, the Corporation, the Bond Trustee, the Bondholder Representative, the Limited Special Purpose Financial Advisor and the Underwriter may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

No notices shall be sent to beneficial owners of Hamlin Investor Bonds without the consent of the Bondholder Representative, including without limitation, notices of failure to comply with covenants and Events of Default.

Any such communication also may be transmitted to the appropriate party by Electronic Means capable of producing a written record and shall be deemed given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing sent as specified above.

**Section 105.** Direction to Authenticate. The Bond Trustee shall authenticate and deliver to DTC, in accordance with the DTC “Fast” System, the restated Series 2012A Bonds No. R-A-13, R-A-14, and R-A-15 in the form attached to this First Amendment as Exhibit A and the restated Series 2012B Bonds No. R-B-5 in the form attached hereto as Exhibit B, each executed by the Issuer in accordance with Section 206 of the Original Indenture. The restated Series 2012A Bond No. R-A-13 shall be exchanged for the Series 2012A Bond Nos. R-A-1, R-A-4, R-A-7, and R-A-10. The restated Series 2012A Bond No. R-A-14 shall be exchanged for the Series 2012A Bond Nos. R-A-2, R-A-5, R-A-8, and R-A-11. The restated Series 2012A Bond No. R-A-15 shall be exchanged for the Series 2012A Bond Nos. R-A-3, R-A-6, R-A-9, and R-A-12. The restated Series 2012B Bond No. R-B-5 shall be exchanged for the Series 2012B Bond Nos. R-B-1, R-B-2, R-B-3, and R-B-4. Copies of the cancelled Series 2012A Bonds and the cancelled Series 2012B Bonds stamped or otherwise annotated with “cancelled” on the cover page shall be provided to bond counsel, and such cancelled Series 2012A Bonds and cancelled Series 2012B Bonds shall be disposed of pursuant to Section 214 of the Original Indenture.

**Section 106. Purchase in Lieu of Redemption.** Section 304 of the Original Bond Indenture is hereby amended by deleting such section in its entirety and substituting the following as Section 304 thereof:

"The Corporation shall have the option as set forth in this Section 304 to cause the Series 2012 Bonds to be purchased in lieu of redemption pursuant to this Article III. Such option may be exercised by delivery to the Bond Trustee at least three (3) Business Days prior to the redemption date of a written notice of the Corporation, with the written consent of the Bondholder Representative, specifying that the Series 2012 Bonds shall not be redeemed, but instead shall be subject to purchase pursuant to this Section 304. Upon delivery of such notice, the Series 2012 Bonds shall not be redeemed but shall instead be subject to mandatory tender at the Purchase Price (as defined below) on the date that would have been the redemption date. Any payment for Series 2012 Bonds purchased in lieu of redemption shall be credited as provided below in the penultimate paragraph of this Section. For purposes of this Section 304, "Purchase Price" shall mean the price negotiated with the Bondholder Representative or the Bondholder if not represented by a Bondholder Representative in connection with delivery of the Bondholder Representative's consent.

Subject in all cases to operational or other restrictions or requirements of DTC, if so directed, the Bond Trustee shall purchase (solely with funds provided by the Corporation or on deposit with the Bond Trustee for the redemption of such Series 2012 Bonds) such Series 2012 Bonds on the date which otherwise would be the redemption date of such Series 2012 Bonds. Any of the Series 2012 Bonds called for redemption that are not purchased in lieu of redemption shall be redeemed as otherwise required by this Indenture on such redemption date.

Subject in all cases to any operational or other restrictions or requirements of DTC, on or prior to the scheduled redemption date, any direction given to the Bond Trustee may be withdrawn by the Corporation by written notice to the Bond Trustee. Should a direction to purchase be withdrawn, the scheduled redemption of such Series 2012 Bonds shall occur.

The purchase shall be made for the account of the Corporation or its designee.

No notice of the purchase in lieu of redemption shall be required to be given to the Bondholders (other than the notice of redemption otherwise required for such Series 2012 Bond).

Purchase in lieu of redemption shall be available with respect to Series 2012 Bonds at the Purchase Price as may be agreed upon by the Corporation and the Bondholder Representative. In order to effect such purchase in lieu of redemption, the Corporation and the Bondholder Representative shall deliver to the Bond Trustee a form of direction as provided in Exhibit E hereto; and the Bond Trustee is hereby authorized to comply with such direction. In such instance all Series 2012 Bonds so purchased shall be cancelled and the principal amount of such Series 2012 Bonds shall be credited against the final sinking fund payments due or with respect thereto or against the maturities, in inverse order, unless otherwise directed by the Bondholder Representative.



To pay the Purchase Price of such Series 2012 Bonds, the Bond Trustee shall use (A) funds deposited by the Corporation with the Bond Trustee for such purpose and (B) funds, if any, held under this Indenture that the Bond Trustee would have used to pay the outstanding principal of, interest on and the redemption premium, if any, that would have been payable on the redemption of such Series 2012 Bonds on the scheduled redemption date. The Bond Trustee shall not purchase the Series 2012 Bonds pursuant to the above provisions if by no later than the redemption date, sufficient moneys have not been deposited with the Bond Trustee, or such moneys are deposited but are not available for such purpose."

**ARTICLE II.**  
**CONDITIONS PRECEDENT; BOND HELD UNDER BONDHOLDER REPRESENTATIVE ARRANGEMENT**

**Section 201.** Conditions Precedent. This First Amendment shall be effective if and only if the Bond Trustee shall have received, on or prior to the date hereof, the following:

(a) A certificate of the Issuer regarding the execution, delivery and performance of this First Supplemental Indenture;

(b) A fully executed copy of this First Amendment executed on behalf of the Issuer and the Bond Trustee and also executed by and on behalf of the Corporation and by and on behalf of the Bondholder Representative which shall reflect and be construed as the consent and approval hereof by such parties;

(c) An Opinion of Bond Counsel as required by Section[s] 1106 [and 1205] of the Original Indenture;

(d) A fully executed and recorded copy of the Mortgage Modification Agreement and Notice of Future Advance and the Proforma Endorsements;

(e) The Internal Revenue Service form 8038 completed by the Issuer with respect to the Series 2012A Bonds and the Series 2012B Bonds and a Tax Certificate and Agreement of the Issuer and the Corporation dated as of July 15, 2021; and

(f) An opinion of counsel to the Corporation that the Corporation is an organization described in Section 501(c)(3) of the Code, it has received a letter from the Internal Revenue Service to that effect, such letter has not been modified, limited or revoked, it was and is in compliance with all terms, conditions, and limitations, if any, contained in such letter applicable to it, and it is exempt from federal income taxation under Section 501(a) of the Code.

**Section 202.** Series 2012 Bonds Held Under Bondholder Representative Arrangement. The Corporation has agreed to maintain not less than fifty-one percent (51%) of all of its Outstanding indebtedness secured under the Master Indenture with clients of Hamlin Capital

Management, LLC and subject to the control of Hamlin Capital Management, LLC as the Bondholder Representative.

**ARTICLE III.  
MISCELLANEOUS**

**Section 301.** First Amendment Construed with Original Indenture. All of the provisions of this First Amendment shall be deemed to be and construed as part of the Original Indenture to the same extent as if fully set forth therein.

**Section 302.** Original Indenture as Supplemented to Remain in Effect; Further Amendment. Such and except as herein supplemented by this First Amendment, the Original Indenture shall remain in full force and effect.

**Section 303.** Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 304.** Severability. If any clause, provision or section of this First Amendment is held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this First Amendment shall be construed and enforced as if such illegal or invalid clause, provision or section has not been contained herein. In case any agreement or obligation contained in this First Amendment is held to be in violation of law, such agreement or obligation shall nevertheless be determined to be the agreement or obligation of the Issuer or the Bond Trustee, as the case may be, to the fullest extent permitted by law.

**Section 305.** Effective Date. This First Amendment has been dated as of the date first written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery by the parties hereto.

IN WITNESS WHEREOF, the Issuer and the Bond Trustee have caused this First Amendment to Bond Indenture to be executed in their respective corporate names as of the date first above written.

**CITY OF UMATILLA, FLORIDA**

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
Acting City Clerk

**U.S. BANK NATIONAL ASSOCIATION,**  
as Bond Trustee

By: \_\_\_\_\_  
Authorized Officer

Acknowledged, Consented to and Agreed:

**COMMUNITY SUPPORTS, INC.**

By: \_\_\_\_\_  
Name: Kenneth H. Schultz  
Title: President and Chief Executive Officer

Consented to Pursuant to Section 1102 and  
1104 of the Original Indenture:

**HAMLIN CAPITAL MANAGEMENT,**  
LLC, as the Bondholder Representative

By: \_\_\_\_\_  
Name: Joseph Bridy  
Title: Partner

**EXHIBIT A**

**FORM OF SERIES 2012A REPLACEMENT BOND**

**EXHIBIT B**

**FORM OF SERIES 2012B REPLACEMENT BOND**

## EXHIBIT C

### ADDITIONAL EXHIBIT E OF ORIGINAL INDENTURE

#### FORM OF DIRECTION REGARDING PURCHASE IN LIEU OF REDEMPTION

[Date]

U.S. Bank National Association  
225 Water Street, Suite 700  
Jacksonville, FL 32202  
Attention: Ms. Sheryl Lear

City of Umatilla, Florida Revenue Bonds  
(Lakeview Terrace Senior Living Project),  
Series 2012A and Series 2012B

Ladies and Gentlemen:

Reference is made to that certain Bond Trust Indenture relating to the captioned obligations (the “Series 2012 Bonds”) dated as of December 1, 2012 (as amended from time to time and in particular as amended by the First Amendment thereto dated as of July 1, 2021, the “Indenture”) between City of Umatilla, Florida (the “Issuer”) and U.S. Bank National Association (the “Trustee”). The captioned obligations provided funds to make a loan to Community Supports, Inc. (the “Corporation”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture.

This letter of direction (the “Direction”) is given by the Corporation pursuant to Section 304 of the Indenture, with the consent of the Bondholder Representative. The Bondholder Representative has the authority to execute this Direction on behalf of the Bondholders and hereby waives any notices required by the Indenture in connection with the purchase in lieu of redemption or redemption contemplated by this Direction.

In accordance with Section 304 of the Indenture, the Corporation and the Bondholder Representative desire to cause certain of the Series 2012 Bonds as described below to be purchased in lieu of redemption on or before [date]. Specifically, the Corporation, with the consent of the Bondholder Representative, intends to (i) [*describe purchases and cancellations of the Series 2012 Bonds and utilization of moneys in the Bond Fund and accounts therein for such purposes*]. The Corporation and the Bondholder Representative wish to execute the foregoing purchases through an account (the “Broker Account”) established by the Corporation for that purpose at [*insert name of broker dealer*] (the “Broker”).

The Corporation and the Bondholder Representative hereby direct the Trustee to [*revise as necessary*] transfer \$\_\_\_\_\_ from funds on deposit in the Principal Account of the Bond Fund and \$\_\_\_\_\_ from funds on deposit in the Interest Account of the Bond Fund to the Broker Account, pursuant to wire instructions to be sent to the Trustee, which funds shall be used by the Corporation in order to achieve the purchase in lieu of redemption of the Series 2012 Bonds

described herein. The Corporation hereby grants a security interest in, lien upon, and pledge of the Broker Account to the Trustee until the portion of the Series 2012 Bonds referenced above are cancelled. The Corporation agrees that in the event all or any portion of the funds on deposit in the Broker Account are not used to purchase and cancel such Series 2012 Bonds on or before [date], such funds shall immediately be returned to the Trustee without request from any party. The Corporation further agrees to provide a copy of this Direction to the Broker and to cause the Broker to provide notice to the Trustee of the purchase of the Series 2012 Bonds promptly thereafter and to deliver such Series 2012 Bonds to the Trustee whereupon the Trustee shall cancel such Series 2012 Bonds.

The Corporation and the Bondholder Representative acknowledge that the actions taken by the Trustee pursuant to this Direction shall be presumed to constitute actions taken by the Trustee in good faith and in accordance with the Indenture. In accordance with Section 5.3 of the Loan Agreement, the Corporation hereby agrees to indemnify and hold harmless the Trustee, the Bondholder Representative and their agents, employees, directors, officers, controlling persons, counsel and advisors (the "Indemnified Parties"), from and against any and all costs, expenses, claims, damages or liabilities (including reasonable attorney's fees, including reasonable attorney's fees incurred in enforcing such indemnification) (the "Losses") incurred by or asserted against the Indemnified Parties relating to or arising in any way from actions taken or not taken by the Indemnified Parties in reliance upon and in compliance with the representations, directions and instructions of the Corporation pursuant to this Direction (including, without limitation, any claim asserted by any Bondholder due to a failure on the part of the Corporation or the Broker to effect the transactions contemplated herein); *provided, however*, that the Indemnified Parties shall not be indemnified against Losses finally adjudicated by a court of competent jurisdiction to have been solely caused by their own gross negligence, willful misconduct, or bad faith in connection with a failure to comply with this Direction.

This Direction shall not be deemed a waiver or the exercise of any other rights or remedies granted to the Bondholder Representative, the Holders of the Series 2012 Bonds or the Trustee under the Indenture, the Loan Agreement, or any other instrument or document relating to the Series 2012 Bonds (the "Bond Documents"), and the Bondholder Representative and the Trustee reserve the right to exercise any other right or remedy with respect to any default or Event of Default which may exist now or in the future under the Bond Documents.

By its signature below, the undersigned representative of the Bondholder Representative represents and warrants: (i) that it has the full power and authority to execute and deliver this valid, and binding obligations of the Bondholder Representative enforceable in accordance with the terms of this Direction, and (ii) that it has the full power and authority on behalf of the Bondholders to direct the Trustee to take the actions directed herein.

By its signature below, the undersigned representative of the Corporation represents, warrants and agrees: (i) that it has the full power and authority to execute and deliver this Direction on behalf of the Corporation, (ii) to pay all costs and expenses incurred by the Bondholder Representative and the Trustee in connection with preparing and providing the direction contained in this Direction, and (iii) to file or caused to be filed a notice on EMMA related to the transactions contemplated by this Direction.

COMMUNITY SUPPORTS, INC.,  
as Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HAMLIN CAPITAL MANAGEMENT,  
LLC, as Bondholder Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to:

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**FIRST AMENDMENT TO BOND TRUST INDENTURE**

**between**

**CITY OF UMATILLA, FLORIDA**

**and**

**U.S. BANK NATIONAL ASSOCIATION,  
Trustee**

**Dated as of July 1, 2021**

**AMENDING THE BOND TRUST INDENTURE DATED AS OF FEBRUARY 1, 2016  
SECURING THE:**

**\$8,865,000  
CITY OF UMATILLA, FLORIDA  
REVENUE BONDS  
(LAKEVIEW TERRACE SENIOR LIVING PROJECT),  
SERIES 2016**

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## **FIRST AMENDMENT TO BOND TRUST INDENTURE**

This **FIRST AMENDMENT TO BOND TRUST INDENTURE** dated as of July 1, 2021 (this "First Amendment"), between the **CITY OF UMATILLA, FLORIDA** (the "Issuer"), a duly constituted municipality under the laws of the State of Florida (the "State") and **U.S. BANK NATIONAL ASSOCIATION** (as successor trustee to Wells Fargo Bank, National Association, a national banking association), having a corporate trust office in Jacksonville, Florida, as Bond Trustee (in such capacity, together with any successor in such capacity the "Bond Trustee"), amends the certain Bond Trust Indenture dated as of February 1, 2016 between the Issuer and the Bond Trustee (the "Original Bond Trust Indenture" and collectively with this First Amendment, the "Indenture").

**WHEREAS**, the Issuer is authorized under its home rule powers, under the Constitution of the State of Florida, Part II of Chapter 159, Florida Statutes and Chapter 166, Florida Statutes, as supplemented and amended (collectively, the "Act"), to issue bonds and to loan the proceeds thereof for the purpose of financing and refinancing "projects" as defined in the Act, to promote and develop public health care within the Issuer and the State, to increase the opportunities for gainful employment and purchasing power, and improve living conditions and otherwise contribute to the health and welfare of the Issuer, the State and the inhabitants thereof; and

**WHEREAS**, the Issuer has promoted such purposes by assisting in the acquisition, construction, equipping, expansion, enlargement and improvement of facilities for the residence or care of the aged in order to provide modern and efficient housing and medical services to the inhabitants of the Issuer and care of the aged in accordance with the Act; and

**WHEREAS**, in particular the Issuer has assisted in the financing and refinancing of projects relating to the residence or care of the aged owned and operated by organizations which are exempt from taxation pursuant to §501(c)(3) of the Code in order to reduce the costs of residents of the Issuer of utilizing such facilities; and

**WHEREAS**, in order to further the purposes of the Act, the Issuer previously issued a series of revenue bonds on February 11, 2016 (the "Series 2016 Bonds" or the "Bonds"), and used the proceeds thereof to make a loan to Community Supports, Inc., a not-for-profit corporation (the "Corporation") which currently owns and operates the senior living facilities known as Lakeview Terrace Retirement Community (herein referred to as "Lakeview Terrace" or the "Facility"), under the terms of a Loan Agreement dated as of February 1, 2016 (the "Loan Agreement"), between the Issuer and the Corporation; and

**WHEREAS**, the proceeds of the Series 2016 Bonds were used to finance and refinance the renovation, expansion, equipping and construction of (a) an approximate 3,100 square foot multi-functional fitness center with an approximate 5,000 square foot screened pool with a spa and decking with additional supporting space and equipment of approximately 1,750 square feet, (b) a Lakeview Terrace skilled nursing facility with up to 4 approximate 13,600 square foot cluster

home buildings with private rooms, lounge areas, dining and supporting facilities and an approximate 6,300 square foot core building with connecting corridors and (c) renovation and modifications to the Lakeview Terrace's dining facilities (the "2016 Project"); and to additionally finance capitalized interest, working capital, debt service reserve funds, and the costs of issuing the Series 2016 Bonds and other eligible expenditures with the proceeds; and

**WHEREAS**, the Issuer has been advised by the Corporation, that the Bondholder Representative for the Series 2016 Bonds has agreed to undertake a restructuring of certain terms of the Series 2016 Bonds as set forth herein in order to reduce the debt service payments thereon and extend the maturity date thereof among other matters; and

**WHEREAS**, the Issuer previously entered into the Original Bond Indenture for the purpose of authorizing the Series 2016 Bonds and securing the payment thereof and now herein agrees to the amendments in this First Amendment; and

**WHEREAS**, the Series 2016 Bonds were issued by the Issuer on February 11, 2016 and at least 66 2/3% of the Series 2018 Bonds are still beneficially owned by persons for whom Hamlin Capital Management, LLC (the "Bondholder Representative") serves as either an investment advisor or as a manager of such owner's limited partnership; and

**WHEREAS**, Section 1102 of the Original Bond Indenture provides that the Issuer and the Bond Trustee may execute and deliver any supplemental indenture, including a supplemental indenture which reduces the rate of interest and revises the principal repayment schedule on the Series 2016 Bonds, upon the receipt of written consent of the Bondholder Representative; and

**WHEREAS**, the Issuer is executing this First Supplemental Indenture at the request of the Corporation in order to reduce the rate of interest and revise the principal repayment schedule on the Series 2016 Bonds and to make certain other changes to the Series 2016 Bonds and the Original Bond Indenture;

**NOW, THEREFORE, THIS FIRST AMENDMENT FURTHER WITNESSETH:**

**IN TRUST**, for the equal and proportionate benefit and security of the holders from time to time of the Series 2016 Bonds issued under and secured by the Original Bond Indenture as amended by this First Amendment, without privilege, priority or distinction as to the lien or otherwise of any of the Series 2016 Bonds over any of the others, except in the case of funds held hereunder for the benefit of particular owners of Series 2016 Bonds, and the terms and provisions of the Original Indenture shall remain in full force and effect, except as hereby amended.

**ARTICLE I.**  
**AMENDMENTS; AUTHENTICATION DIRECTION**

The Issuer hereby covenants and agrees with the Bond Trustee and with the respective registered owners, from time to time, of the Series 2016 Bonds as follows:

**Section 101.** First Amendment to Constitute Contract. The provisions of this First Amendment shall be part of the contract of the Issuer under the Original Indenture with the Bondholders, and shall be deemed to be and shall constitute contracts among the Issuer, the Trustee and the Bondholders from time to time of the Bonds. The pledge made by the Indenture and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall continue to be for the equal benefit, protection and security of the Bondholders of any and all of the Bonds except as otherwise provided in Article VIII of the Original Indenture or with respect to moneys otherwise held to redeem or pay particular Bonds hereunder.

**Section 102.** Construction. The parties hereto acknowledge that each such party and its respective counsel have participated in the drafting of this First Amendment. Accordingly, the parties agree that any rule of construction which disfavors the drafting party shall not apply in the interpretation of this First Amendment.

**Section 103.** Rules of Construction. For all purposes of this First Amendment, the rules of construction in Article I of the Original Indenture shall apply.

**Section 104.** Amendments to the Original Indenture. The parties hereby agree that the Original Indenture shall be amended as follows:

(a) The definition of "Financial Advisor" in Section 101 of the Original Bond Indenture is hereby deleted and replaced with the following defined term:

"Limited Special Purpose Financial Advisor" means Hamlin Capital Advisors, LLC and its successors and assigns."

All usage of the term "Financial Advisor" shall be deemed to instead be the term "Limited Special Purpose Financial Advisor".

(b) Section 202(a) and (b) of the Original Bond Indenture are hereby amended by deleting subsections (a) and (b) in their entirety and substituting the following as subsections (a) and (b) therefor:

"(a) The Series 2016 Bonds shall be issuable as registered bonds in Authorized Denominations, shall be numbered appropriately, shall bear interest payable semiannually commencing on January 1, 2022, and on each July 1 and January 1 thereafter at the rates described below and shall mature on July 1, 2051."

"(b) The interest rate on the Series 2016 Bonds is 6.25%."

(c) Section 301 of the Original Bond Indenture is hereby amended by deleting subsections (b) and (e) in their entirety and substituting the following subsections (b) and (e) therefor:

"(b) The Series 2016 Bonds will be subject to redemption by the Issuer on and after July 1, 2027, at the direction of the Corporation, in whole or in part at any time at the following redemption prices, expressed as a percentage of the principal amount to be redeemed plus accrued interest to the date fixed for redemption:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
July 1, 2027 through June 30, 2028, inclusive	104%
July 1, 2028 through June 30, 2029, inclusive	102
July 1, 2029 through June 30, 2030, inclusive	101
July 1, 2030 and thereafter	100"

"(e) Mandatory Sinking Fund Redemption of Series 2016 Bonds. As a sinking fund, the Bond Trustee shall redeem the Series 2016 Bonds, in the year and in the principal amount and at a price of 100% of the principal amount of the Series 2016 Bonds to be redeemed plus accrued interest thereon to the redemption date, as follows:

<u>Year</u> <u>(July 1)</u>	<u>Amount</u>	<u>Year</u> <u>(July 1)</u>	<u>Amount</u>
2022	\$105,000	2037	\$265,000
2023	115,000	2038	285,000
2024	120,000	2039	300,000
2025	130,000	2040	320,000
2026	135,000	2041	340,000
2027	145,000	2042	360,000
2028	155,000	2043	385,000
2029	165,000	2044	405,000
2030	175,000	2045	435,000
2031	185,000	2046	460,000
2032	195,000	2047	490,000
2033	210,000	2048	520,000
2034	220,000	2049	550,000
2035	235,000	2050	585,000
2036	250,000	2051*	625,000

\* Final Maturity"

(d) Section 304 of the Original Bond Indenture is hereby amended by deleting such section in its entirety and substituting the following as Section 304 thereof:

"The Corporation shall have the option as set forth in this Section 304 to cause the Series 2016 Bonds to be purchased in lieu of redemption pursuant to this Article III. Such option may be exercised by delivery to the Bond Trustee at least three (3) Business Days prior to the redemption date of a written notice of the Corporation, with the written consent of the Bondholder Representative, specifying that the Series 2016 Bonds shall not be redeemed, but instead shall be subject to purchase pursuant to this Section 304. Upon delivery of such notice, the Series 2016 Bonds shall not be redeemed but shall instead be subject to mandatory tender at the Purchase Price (as defined below) on the date that would have been the redemption date. Any payment for Series 2016 Bonds purchased in lieu of redemption shall be credited as provided below in the penultimate paragraph of this Section. For purposes of this Section 304, "Purchase Price" shall mean the price negotiated with the Bondholder Representative or the Bondholder if not represented by a Bondholder Representative in connection with delivery of the Bondholder Representative's consent.

Subject in all cases to operational or other restrictions or requirements of DTC, if so directed, the Bond Trustee shall purchase (solely with funds provided by the Corporation or on deposit with the Bond Trustee for the redemption of such Series 2016 Bonds) such Series 2016 Bonds on the date which otherwise would be the redemption date of such Series 2016 Bonds. Any of the Series 2016 Bonds called for redemption that are not purchased in lieu of redemption shall be redeemed as otherwise required by this Indenture on such redemption date.

Subject in all cases to any operational or other restrictions or requirements of DTC, on or prior to the scheduled redemption date, any direction given to the Bond Trustee may be withdrawn by the Corporation by written notice to the Bond Trustee. Should a direction to purchase be withdrawn, the scheduled redemption of such Series 2016 Bonds shall occur.

The purchase shall be made for the account of the Corporation or its designee.

No notice of the purchase in lieu of redemption shall be required to be given to the Bondholders (other than the notice of redemption otherwise required for such Series 2016 Bond).

Purchase in lieu of redemption shall be available with respect to Series 2016 Bonds at the Purchase Price as may be agreed upon by the Corporation and the Bondholder Representative. In order to effect such purchase in lieu of redemption, the Corporation and the Bondholder Representative shall deliver to the Bond Trustee a form of direction as provided in Exhibit C hereto; and the Bond Trustee is hereby authorized to comply with such direction. In such instance all Series 2016 Bonds so purchased shall be cancelled and the principal amount of such Series 2016 Bonds shall be credited against the final sinking fund payments due or with respect thereto or against the maturities, in inverse order, unless otherwise directed by the Bondholder Representative.

To pay the Purchase Price of such Series 2016 Bonds, the Bond Trustee shall use (A) funds deposited by the Corporation with the Bond Trustee for such purpose and (B) funds, if any, held under this Indenture that the Bond Trustee would have used to pay the outstanding principal of, interest on and the redemption premium, if any, that would have been payable on the redemption of such Series 2016 Bonds on the scheduled redemption date. The Bond Trustee shall not purchase the Series 2016 Bonds pursuant to the above provisions if by no later than the redemption date, sufficient moneys have not been deposited with the Bond Trustee, or such moneys are deposited but are not available for such purpose."

(e) Section 701 of the Original Bond Indenture is hereby amended by adding the following paragraph (m) thereto:

"(m) a brokerage account to be invested solely in the Series 2016 Bonds to be purchased in lieu of redemption in accordance with the form of direction provided pursuant to Section 304 hereto."

(f) Section 1304 of the Original Bond Indenture is hereby amended by deleting the section in its entirety and substituting the following therefor:

Unless otherwise provided herein, all demands, notices approvals, consents requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class mail, postage prepaid, addressed:

(a) if to the Corporation, at Community Supports, Inc., c/o DSI Management, 1890 State Road 436, Suite 300, Winter Park, Florida 32792 (Attention: Chief Executive Officer), phone number: (407) 645-3211;

(b) if to the Issuer, at 1 South Central Avenue, Umatilla, Florida 32784 (Attention: City Manager), phone number: (352) 669-3125;

(c) if to the Bond Trustee, at U.S. Bank National Association, 225 Water Street, Suite 700, Jacksonville, Florida 32202 (Attention: Global Corporate Trust), phone number: (904) 358-5363;

(d) if to the Underwriter, at Odeon Capital Group LLC, Municipals Department, 750 Lexington Avenue, 27<sup>th</sup> Floor New York, New York 10022, phone number: (704) 317-8535;

(e) if to the Bondholder Representative, at Hamlin Capital, 640 Fifth Avenue, 11<sup>th</sup> Floor, New York, New York 10019, phone number (212) 752-8777; and



(f) if to the Limited Special Purpose Financial Advisor, at Hamlin Capital Advisors, LLC, 5550 West Executive Drive, Suite 235, Tampa, Florida 33609, phone number (813) 280-1002.

A duplicate copy of each demand, notice, approval, request, consent, opinion or other communication given hereunder (i) by either the Issuer or the Bond Trustee to the other shall also be given to the Corporation, the Bondholder Representative and the Limited Special Purpose Financial Advisor and (ii) to the Bondholder Representative shall also be given to the Underwriter. The Issuer, the Corporation, the Bond Trustee, the Bondholder Representative, the Limited Special Purpose Financial Advisor and the Underwriter may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

No notices shall be sent to beneficial owners of Hamlin Investor Bonds without the consent of the Bondholder Representative, including without limitation, notices of failure to comply with covenants and Events of Default.

Any such communication also may be transmitted to the appropriate party by Electronic Means capable of producing a written record and shall be deemed given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing sent as specified above.

**Section 105.** Direction to Authenticate. The Bond Trustee shall authenticate and deliver to DTC, in accordance with the DTC "Fast" System, the restated Series 2016 Bonds No. R-4, in the form attached to this First Amendment as Exhibit A executed by the Issuer in accordance with Section 206 of the Original Indenture. The restated Series 2016 Bond No. R-4 shall be exchanged for the Series 2016 Bond Nos. R-1, R-2, and R-3. Copies of the cancelled Series 2016 Bonds stamped or otherwise annotated with "cancelled" on the cover page shall be provided to bond counsel, and such cancelled Series 2016 Bonds shall be disposed of pursuant to Section 214 of the Original Indenture.

**ARTICLE II.**  
**CONDITIONS PRECEDENT; BOND HELD UNDER BONDHOLDER REPRESENTATIVE**  
**ARRANGEMENT**

**Section 201.** Conditions Precedent. This First Amendment shall be effective if and only if the Bond Trustee shall have received, on or prior to the date hereof, the following:

(a) A certificate of the Issuer regarding the execution, delivery and performance of this First Supplemental Indenture;

(b) A fully executed copy of this First Amendment executed on behalf of the Issuer and the Bond Trustee and also executed by and on behalf of the Corporation and by and on behalf of the Bondholder Representative which shall reflect and be construed as the consent and approval hereof by such parties;

(c) An Opinion of Bond Counsel as required by Section[s] 1106 [and 1205] of the Original Indenture;

(d) A fully executed and recorded copy of the Mortgage Modification Agreement and Notice of Future Advance and the Proforma Endorsements;

(e) The Internal Revenue Service form 8038 completed by the Issuer with respect to the Series 2016 Bonds and a Tax Certificate and Agreement of the Issuer and the Corporation dated as of July 15, 2021; and

(f) An opinion of counsel to the Corporation that the Corporation is an organization described in Section 501(c)(3) of the Code, it has received a letter from the Internal Revenue Service to that effect, such letter has not been modified, limited or revoked, it was and is in compliance with all terms, conditions, and limitations, if any, contained in such letter applicable to it, and it is exempt from federal income taxation under Section 501(a) of the Code.

**Section 202.** Series 2016 Bonds Held Under Bondholder Representative Arrangement. The Corporation has agreed to maintain not less than fifty-one percent (51%) of all of its Outstanding indebtedness secured under the Master Indenture with clients of Hamlin Capital Management, LLC and subject to the control of Hamlin Capital Management, LLC as the Bondholder Representative.

**ARTICLE III.  
MISCELLANEOUS**

**Section 301.** First Amendment Construed with Original Indenture. All of the provisions of this First Amendment shall be deemed to be and construed as part of the Original Indenture to the same extent as if fully set forth therein.

**Section 302.** Original Indenture as Supplemented to Remain in Effect; Further Amendment. Such and except as herein supplemented by this First Amendment, the Original Indenture shall remain in full force and effect.

**Section 303.** Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 304.** Severability. If any clause, provision or section of this First Amendment is held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this First Amendment shall be construed and enforced as if such illegal or invalid clause, provision or section has not been contained herein. In case any agreement or obligation contained in this First Amendment is held to be in violation of law, such agreement or obligation shall nevertheless be determined to be the agreement or obligation of the Issuer or the Bond Trustee, as the case may be, to the fullest extent permitted by law.

**Section 305.** Effective Date. This First Amendment has been dated as of the date first written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery by the parties hereto.

IN WITNESS WHEREOF, the Issuer and the Bond Trustee have caused this First Amendment to Bond Indenture to be executed in their respective corporate names as of the date first above written.

**CITY OF UMATILLA, FLORIDA**

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
Acting City Clerk

**U.S. BANK NATIONAL ASSOCIATION,**  
as Bond Trustee

By: \_\_\_\_\_  
Authorized Officer

Acknowledged, Consented to and Agreed:

**COMMUNITY SUPPORTS, INC.**

By: \_\_\_\_\_  
Name: Kenneth H. Schultz  
Title: President and Chief Executive Officer

Consented to Pursuant to Section 1102 and  
1104 of the Original Indenture:

**HAMLIN CAPITAL MANAGEMENT,**  
LLC, as the Bondholder Representative

By: \_\_\_\_\_  
Name: Joseph Bridy  
Title: Partner

**EXHIBIT A**

**FORM OF SERIES 2016 REPLACEMENT BOND**

EXHIBIT B

ADDITIONAL EXHIBIT C OF ORIGINAL INDENTURE

FORM OF DIRECTION REGARDING PURCHASE IN LIEU OF REDEMPTION

[Date]

U.S. Bank National Association  
225 Water Street, Suite 700  
Jacksonville, FL 32202  
Attention: Ms. Sheryl Lear

City of Umatilla, Florida Revenue Bonds  
(Lakeview Terrace Senior Living Project), Series 2016

Ladies and Gentlemen:

Reference is made to that certain Bond Trust Indenture relating to the captioned obligations (the “Series 2016 Bonds”) dated as of February 1, 2016 (as amended from time to time and in particular as amended by the First Amendment thereto dated as of July 1, 2021, the “Indenture”) between City of Umatilla, Florida (the “Issuer”) and U.S. Bank National Association (the “Trustee”). The captioned obligations provided funds to make a loan to Community Supports, Inc. (the “Corporation”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture.

This letter of direction (the “Direction”) is given by the Corporation pursuant to Section 304 of the Indenture, with the consent of the Bondholder Representative. The Bondholder Representative has the authority to execute this Direction on behalf of the Bondholders and hereby waives any notices required by the Indenture in connection with the purchase in lieu of redemption or redemption contemplated by this Direction.

In accordance with Section 304 of the Indenture, the Corporation and the Bondholder Representative desire to cause certain of the Series 2016 Bonds as described below to be purchased in lieu of redemption on or before [date]. Specifically, the Corporation, with the consent of the Bondholder Representative, intends to (i) [describe purchases and cancellations of the Series 2016 Bonds and utilization of moneys in the Bond Fund and accounts therein for such purposes]. The Corporation and the Bondholder Representative wish to execute the foregoing purchases through an account (the “Broker Account”) established by the Corporation for that purpose at [insert name of broker dealer] (the “Broker”).

The Corporation and the Bondholder Representative hereby direct the Trustee to [revise as necessary] transfer \$\_\_\_\_\_ from funds on deposit in the Principal Account of the Bond Fund and \$\_\_\_\_\_ from funds on deposit in the Interest Account of the Bond Fund to the Broker Account, pursuant to wire instructions to be sent to the Trustee, which funds shall be used by the Corporation in order to achieve the purchase in lieu of redemption of the Series 2016 Bonds described herein. The Corporation hereby grants a security interest in, lien upon, and pledge of

the Broker Account to the Trustee until the portion of the Series 2016 Bonds referenced above are cancelled. The Corporation agrees that in the event all or any portion of the funds on deposit in the Broker Account are not used to purchase and cancel such Series 2016 Bonds on or before [date], such funds shall immediately be returned to the Trustee without request from any party. The Corporation further agrees to provide a copy of this Direction to the Broker and to cause the Broker to provide notice to the Trustee of the purchase of the Series 2016 Bonds promptly thereafter and to deliver such Series 2016 Bonds to the Trustee whereupon the Trustee shall cancel such Series 2016 Bonds.

The Corporation and the Bondholder Representative acknowledge that the actions taken by the Trustee pursuant to this Direction shall be presumed to constitute actions taken by the Trustee in good faith and in accordance with the Indenture. In accordance with Section 5.3 of the Loan Agreement, the Corporation hereby agrees to indemnify and hold harmless the Trustee, the Bondholder Representative and their agents, employees, directors, officers, controlling persons, counsel and advisors (the "Indemnified Parties"), from and against any and all costs, expenses, claims, damages or liabilities (including reasonable attorney's fees, including reasonable attorney's fees incurred in enforcing such indemnification) (the "Losses") incurred by or asserted against the Indemnified Parties relating to or arising in any way from actions taken or not taken by the Indemnified Parties in reliance upon and in compliance with the representations, directions and instructions of the Corporation pursuant to this Direction (including, without limitation, any claim asserted by any Bondholder due to a failure on the part of the Corporation or the Broker to effect the transactions contemplated herein); *provided, however*, that the Indemnified Parties shall not be indemnified against Losses finally adjudicated by a court of competent jurisdiction to have been solely caused by their own gross negligence, willful misconduct, or bad faith in connection with a failure to comply with this Direction.

This Direction shall not be deemed a waiver or the exercise of any other rights or remedies granted to the Bondholder Representative, the Holders of the Series 2016 Bonds or the Trustee under the Indenture, the Loan Agreement, or any other instrument or document relating to the Series 2016 Bonds (the "Bond Documents"), and the Bondholder Representative and the Trustee reserve the right to exercise any other right or remedy with respect to any default or Event of Default which may exist now or in the future under the Bond Documents.

By its signature below, the undersigned representative of the Bondholder Representative represents and warrants: (i) that it has the full power and authority to execute and deliver this valid, and binding obligations of the Bondholder Representative enforceable in accordance with the terms of this Direction, and (ii) that it has the full power and authority on behalf of the Bondholders to direct the Trustee to take the actions directed herein.

By its signature below, the undersigned representative of the Corporation represents, warrants and agrees: (i) that it has the full power and authority to execute and deliver this Direction on behalf of the Corporation, (ii) to pay all costs and expenses incurred by the Bondholder Representative and the Trustee in connection with preparing and providing the direction contained in this Direction, and (iii) to file or caused to be filed a notice on EMMA related to the transactions contemplated by this Direction.

COMMUNITY SUPPORTS, INC.,  
as Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HAMLIN CAPITAL MANAGEMENT,  
LLC, as Bondholder Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to:

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**FIRST AMENDMENT TO BOND TRUST INDENTURE**

**between**

**CITY OF UMATILLA, FLORIDA**

**and**

**U.S. BANK NATIONAL ASSOCIATION,  
Trustee**

**Dated as of July 1, 2021**

**AMENDING THE BOND TRUST INDENTURE DATED AS OF DECEMBER 1, 2018**

**SECURING THE:**

**Up to \$11,250,000  
City of Umatilla, Florida  
Fixed Rate Revenue Bonds  
(Lakeview Terrace Senior Living Project),  
Series 2018A**

**Up to \$11,250,000  
City of Umatilla, Florida  
Adjustable Rate Revenue Bonds  
(Lakeview Terrace Senior Living Project),  
Series 2018B**

**Up to \$5,000,000  
City of Umatilla, Florida  
Index Floating Rate Revenue Bonds  
(Lakeview Terrace Senior Living Project),  
Series 2018C**

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## **FIRST AMENDMENT TO BOND TRUST INDENTURE**

This **FIRST AMENDMENT TO BOND TRUST INDENTURE** dated as of July 1, 2021 (this "First Amendment"), between the **CITY OF UMATILLA, FLORIDA** (the "Issuer"), a duly constituted municipality under the laws of the State of Florida (the "State") and **U.S. BANK NATIONAL ASSOCIATION**, having a corporate trust office in Jacksonville, Florida, as Bond Trustee (in such capacity, together with any successor in such capacity the "Bond Trustee"), amends the certain Bond Trust Indenture dated as of December 1, 2018 between the Issuer and the Bond Trustee (the "Original Bond Trust Indenture" and collectively with this First Amendment, the "Indenture").

**WHEREAS**, the Issuer is authorized under its home rule powers, under the Constitution of the State of Florida, Part II of Chapter 159, Florida Statutes and Chapter 166, Florida Statutes, as supplemented and amended (collectively, the "Act"), to issue bonds and to loan the proceeds thereof for the purpose of financing and refinancing "projects" as defined in the Act, to promote and develop public health care within the Issuer and the State, to increase the opportunities for gainful employment and purchasing power, and improve living conditions and otherwise contribute to the health and welfare of the Issuer, the State and the inhabitants thereof; and

**WHEREAS**, the Issuer has promoted such purposes by assisting in the acquisition, construction, equipping, expansion, enlargement and improvement of facilities for the residence or care of the aged in order to provide modern and efficient housing and medical services to the inhabitants of the Issuer and care of the aged in accordance with the Act; and

**WHEREAS**, in particular the Issuer has assisted in the financing and refinancing of projects relating to the residence or care of the aged owned and operated by organizations which are exempt from taxation pursuant to §501(c)(3) of the Code in order to reduce the costs of residents of the Issuer of utilizing such facilities; and

**WHEREAS**, in order to further the purposes of the Act, the Issuer previously issued three series of revenue bonds on December 21, 2018 (the "Series 2018 Bonds" or the "Bonds"), with one Series having been paid in full, and used the proceeds thereof to make a loan to Community Supports, Inc., a not-for-profit corporation (the "Corporation") which currently owns and operates the senior living facilities known as Lakeview Terrace Retirement Community (herein referred to as "Lakeview Terrace" or the "Facility"), under the terms of a Loan Agreement dated as of December 1, 2018 (the "Loan Agreement"), between the Issuer and the Corporation; and

**WHEREAS**, the proceeds of the Series 2018 Bonds were used to finance and refinance the construction and equipping of new facilities to be part of Lakeview Terrace Retirement Community, consisting collectively of (a) a residential tower building with approximately thirty-one (31) independent living units; (b) approximately nine (9) independent living villas each containing four (4) residential units; (c) a clubhouse to include new dining facilities,

administrative offices and additional expansion space; (d) common area landscaping; and (e) improvements and facilities in support of (a) through (d) above (collectively, the "2018 Project"); and to additionally finance capitalized interest, working capital, debt service reserve funds, and the costs of issuing the Series 2018 Bonds and other eligible expenditures with the proceeds; and

**WHEREAS**, the Issuer has been advised by the Corporation, that the Bondholder Representative for the Series 2018 Bonds has agreed to undertake an amendment regarding the formula used to compute and set the interest rate utilized for the final Advance through the draws made by the Corporation of the remaining proceeds of the Series 2018 Bonds in order to provide a lower interest rate for such Advance, if any, made after the effective date hereof; and

**WHEREAS**, the Corporation has previously drawn proceeds through prior Advances from the Series 2018A Bonds and the Series 2018B Bonds in the amounts of \$[9,755,000] and \$[9,950,000] respectively and therefore has the ability to draw through an Advance the remaining amounts of \$[895,000] and \$1,300,000, respectively (the "Remaining Series 2018 Bonds Proceeds"); and

**WHEREAS**, the Issuer previously entered into the Original Bond Indenture for the purpose of authorizing the Series 2018 Bonds and securing the payment thereof and now herein agrees to the amendments in this First Amendment; and

**WHEREAS**, the Series 2018 Bonds were issued by the Issuer on December 21, 2018 and at least 66 2/3% of the Series 2018 Bonds are still beneficially owned by persons for whom Hamlin Capital Management, LLC (the "Bondholder Representative") serves as either an investment advisor or as a manager of such owner's limited partnership; and

**WHEREAS**, Section 1102 of the Original Bond Indenture provides that the Issuer and the Bond Trustee may execute and deliver any supplemental indenture, upon the receipt of written consent of the Bondholder Representative; and

**WHEREAS**, the Issuer is executing this First Supplemental Indenture at the request of the Corporation in order to reduce the rate of interest on the Advance process for the Remaining Series 2018 Bond Proceeds as a change to the Series 2018A and 2018B Bonds under the Original Bond Indenture;

**NOW, THEREFORE, THIS FIRST AMENDMENT FURTHER WITNESSETH:**

**IN TRUST**, for the equal and proportionate benefit and security of the holders from time to time of the Series 2018 Bonds issued under and secured by the Original Bond Indenture as amended by this First Amendment, without privilege, priority or distinction as to the lien or otherwise of any of the Series 2018 Bonds over any of the others, except in the case of funds held hereunder for the benefit of particular owners of Series 2018 Bonds, and the terms and

provisions of the Original Indenture shall remain in full force and effect, except as hereby amended.

**ARTICLE I.  
AMENDMENTS; AUTHENTICATION DIRECTION**

The Issuer hereby covenants and agrees with the Bond Trustee and with the respective registered owners, from time to time, of the Series 2018 Bonds as follows:

**Section 101. First Amendment to Constitute Contract.** The provisions of this First Amendment shall be part of the contract of the Issuer under the Original Indenture with the Bondholders, and shall be deemed to be and shall constitute contracts among the Issuer, the Trustee and the Bondholders from time to time of the Bonds. The pledge made by the Indenture and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall continue to be for the equal benefit, protection and security of the Bondholders of any and all of the Bonds except as otherwise provided in Article VIII of the Original Indenture or with respect to moneys otherwise held to redeem or pay particular Bonds hereunder.

**Section 102. Construction.** The parties hereto acknowledge that each such party and its respective counsel have participated in the drafting of this First Amendment. Accordingly, the parties agree that any rule of construction which disfavors the drafting party shall not apply in the interpretation of this First Amendment.

**Section 103. Rules of Construction.** For all purposes of this First Amendment, the rules of construction in Article I of the Original Indenture shall apply.

**Section 104. Amendments to the Original Indenture.** The parties hereby agree that the Original Indenture shall be amended as follows:

(a) The definitions of "Initial Reset Date" and "Financial Advisor" in Section 101 of the Original Bond Indenture are hereby deleted in their entirety and replaced with the following:

"Initial Reset Date" shall be January 1, 2029.

"Limited Special Purpose Financial Advisor" means Hamlin Capital Advisors, LLC and its successors and assigns.

(b) Section 202(b) of the Original Bond Indenture is hereby amended by the addition of the following paragraph as the final paragraph of such subsection (b) thereof:

"Notwithstanding anything contained in the immediately preceding paragraph to the contrary, the interest rate on the final Subseries of Series 2018A Bonds related to the final

Advance shall be the rate determined by the Underwriter on the third Business Day before the date of the final Advance in accordance with this paragraph. Such final Advance, if and when drawn with respect to the remaining Series 2018A Bonds, will bear interest at an annual rate either (a) equal to the 30 Year MMD plus 375 basis points or (i) 6.125% if higher than such rate, and (ii) 7.55% if lower than such rate or (b) equal to the 10 Year MMD plus 350 basis points or (i) 5.25%, if higher than such rate, and (ii) 6.50% if lower than such rate; provided however that in no event shall the interest rate exceed the Highest Lawful Rate."

(c) Section 203(b) of the Original Bond Indenture is hereby deleted in its entirety and the following is hereby substituted for and is a replacement thereof of such Section 203(b):

"(b) The initial interest rate on the Series 2018B Bonds is an adjustable rate set as provided in this Section 203. The initial interest rate related to the Initial Advance from the proceeds of the Series 2018B Bonds is 5.77%. The interest rate on each Series 2018B Bond related to any future Advance for a Subsequent Subseries of Series 2018B Bonds shall be the rate determined by the Underwriter on the third Business Day before the date of the related Advance. Each Subsequent Subseries of Series 2018B Bonds for an Advance other than the final Advance will bear interest at an annual rate equal to the 10 Year MMD plus 340 basis points or (i) 5.75%, if higher than such rate and (ii) 6.95% if lower than such rate; provided, however, that in no event shall the interest rate exceed the Highest Lawful Rate. The Subsequent Subseries of Series 2018B Bonds for the final Advance will bear interest at an annual rate equal to the 10 Year MMD plus 340 basis points or (i) 5.25%, if higher than such rate and (ii) 6.95% if lower than such rate; provided, however, that in no event shall the interest rate exceed the Highest Lawful Rate. For the avoidance of doubt, the floors set forth in clauses (i) and the ceilings set forth in clauses (ii) only apply to the Series 2018B Bonds through the first Reset Date."

(d) Section 304 of the Original Bond Indenture is hereby amended by deleting such section in its entirety and substituting the following as Section 304 thereof:

"The Corporation shall have the option as set forth in this Section 304 to cause the Series 2018 Bonds to be purchased in lieu of redemption pursuant to this Article III. Such option may be exercised by delivery to the Bond Trustee at least three (3) Business Days prior to the redemption date of a written notice of the Corporation, with the written consent of the Bondholder Representative, specifying that the Series 2018 Bonds shall not be redeemed, but instead shall be subject to purchase pursuant to this Section 304. Upon delivery of such notice, the Series 2018 Bonds shall not be redeemed but shall instead be subject to mandatory tender at the Purchase Price (as defined below) on the date that would have been the redemption date. Any payment for Series 2018 Bonds purchased in lieu of redemption shall be credited as provided below in the penultimate paragraph of this Section. For purposes of this Section 304, "Purchase Price" shall mean the price negotiated with the Bondholder Representative or the Bondholder if not represented by a Bondholder Representative in connection with delivery of the Bondholder Representative's consent.

Subject in all cases to operational or other restrictions or requirements of DTC, if so directed, the Bond Trustee shall purchase (solely with funds provided by the Corporation or on deposit with the Bond Trustee for the redemption of such Series 2018 Bonds) such Series 2018 Bonds on the date which otherwise would be the redemption date of such Series 2018 Bonds. Any of the Series 2018 Bonds called for redemption that are not purchased in lieu of redemption shall be redeemed as otherwise required by this Indenture on such redemption date.

Subject in all cases to any operational or other restrictions or requirements of DTC, on or prior to the scheduled redemption date, any direction given to the Bond Trustee may be withdrawn by the Corporation by written notice to the Bond Trustee. Should a direction to purchase be withdrawn, the scheduled redemption of such Series 2018 Bonds shall occur.

The purchase shall be made for the account of the Corporation or its designee.

No notice of the purchase in lieu of redemption shall be required to be given to the Bondholders (other than the notice of redemption otherwise required for such Series 2018 Bond).

Purchase in lieu of redemption shall be available with respect to Series 2018 Bonds at the Purchase Price as may be agreed upon by the Corporation and the Bondholder Representative. In order to effect such purchase in lieu of redemption, the Corporation and the Bondholder Representative shall deliver to the Bond Trustee a form of direction as provided in Exhibit C hereto; and the Bond Trustee is hereby authorized to comply with such direction. In such instance all Series 2018 Bonds so purchased shall be cancelled and the principal amount of such Series 2018 Bonds shall be credited against the final sinking fund payments due or with respect thereto or against the maturities, in inverse order, unless otherwise directed by the Bondholder Representative.

To pay the Purchase Price of such Series 2018 Bonds, the Bond Trustee shall use (A) funds deposited by the Corporation with the Bond Trustee for such purpose and (B) funds, if any, held under this Indenture that the Bond Trustee would have used to pay the outstanding principal of, interest on and the redemption premium, if any, that would have been payable on the redemption of such Series 2018 Bonds on the scheduled redemption date. The Bond Trustee shall not purchase the Series 2018 Bonds pursuant to the above provisions if by no later than the redemption date, sufficient moneys have not been deposited with the Bond Trustee, or such moneys are deposited but are not available for such purpose."

(d) Section 701 of the Original Bond Indenture is hereby amended by adding the following paragraph (m) thereto:

"(m) a brokerage account to be invested solely in the Series 2018 Bonds to be purchased in lieu of redemption in accordance with the form of direction provided pursuant to Section 304 hereto."

(e) Section 1304 of the Original Bond Indenture is hereby amended by deleting the section in its entirety and substituting the following therefor:

Unless otherwise provided herein, all demands, notices approvals, consents requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class mail, postage prepaid, addressed:

(a) if to the Corporation, at Community Supports, Inc., c/o DSI Management, 1890 State Road 436, Suite 300, Winter Park, Florida 32792 (Attention: Chief Executive Officer), phone number: (407) 645-3211;

(b) if to the Issuer, at 1 South Central Avenue, Umatilla, Florida 32784 (Attention: City Manager), phone number: (352) 669-3125;

(c) if to the Bond Trustee, at U.S. Bank National Association, 225 Water Street, Suite 700, Jacksonville, Florida 32202 (Attention: Global Corporate Trust), phone number: (904) 358-5363;

(d) if to the Underwriter, at Odeon Capital Group LLC, Municipals Department, 750 Lexington Avenue, 27<sup>th</sup> Floor New York, New York 10022, phone number: (704) 317-8535;

(e) if to the Bondholder Representative, at Hamlin Capital, 640 Fifth Avenue, 11<sup>th</sup> Floor, New York, New York 10019, phone number (212) 752-8777; and

(f) if to the Limited Special Purpose Financial Advisor, at Hamlin Capital Advisors, LLC, 5550 West Executive Drive, Suite 235, Tampa, Florida 33609, phone number (813) 280-1002.

A duplicate copy of each demand, notice, approval, request, consent, opinion or other communication given hereunder (i) by either the Issuer or the Bond Trustee to the other shall also be given to the Corporation, the Bondholder Representative and the Limited Special Purpose Financial Advisor and (ii) to the Bondholder Representative shall also be given to the Underwriter. The Issuer, the Corporation, the Bond Trustee, the Bondholder Representative, the Limited Special Purpose Financial Advisor and the Underwriter may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

No notices shall be sent to beneficial owners of Hamlin Investor Bonds without the consent of the Bondholder Representative, including without limitation, notices of failure to comply with covenants and Events of Default.



Any such communication also may be transmitted to the appropriate party by Electronic Means capable of producing a written record and shall be deemed given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing sent as specified above.

**ARTICLE II.**  
**CONDITIONS PRECEDENT; BOND HELD UNDER BONDHOLDER REPRESENTATIVE ARRANGEMENT**

**Section 201. Conditions Precedent.** This First Amendment shall be effective if and only if the Bond Trustee shall have received, on or prior to the date hereof, the following:

(a) A certificate of the Issuer regarding the execution, delivery and performance of this First Supplemental Indenture;

(b) A fully executed copy of this First Amendment executed on behalf of the Issuer and the Bond Trustee and also executed by and on behalf of the Corporation and by and on behalf of the Bondholder Representative which shall reflect and be construed as the consent and approval hereof by such parties;

(c) An Opinion of Bond Counsel as required by Section[s] 1106 and [1205] of the Original Indenture;

(d) A fully executed and recorded copy of the Mortgage Modification Agreement and Notice of Future Advance and the Proforma Endorsements;

(e) [A Tax Certificate and Agreement of the Issuer and the Corporation dated as of July 15, 2021]; and

(f) [An opinion of counsel to the Corporation that the Corporation is an organization described in Section 501(c)(3) of the Code, it has received a letter from the Internal Revenue Service to that effect, such letter has not been modified, limited or revoked, it was and is in compliance with all terms, conditions, and limitations, if any, contained in such letter applicable to it, and it is exempt from federal income taxation under Section 501(a) of the Code.]

**Section 202. Series 2018 Bonds Held Under Bondholder Representative Arrangement.** The Corporation has agreed to maintain not less than fifty-one percent (51%) of all of its Outstanding indebtedness secured under the Master Indenture with clients of Hamlin Capital Management, LLC and subject to the control of Hamlin Capital Management, LLC as the Bondholder Representative.

**ARTICLE III.  
MISCELLANEOUS**

**Section 301. First Amendment Construed with Original Indenture.** All of the provisions of this First Amendment shall be deemed to be and construed as part of the Original Indenture to the same extent as if fully set forth therein.

**Section 302. Original Indenture as Supplemented to Remain in Effect; Further Amendment.** Such and except as herein supplemented by this First Amendment, the Original Indenture shall remain in full force and effect.

**Section 303. Counterparts.** This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 304. Severability.** If any clause, provision or section of this First Amendment is held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this First Amendment shall be construed and enforced as if such illegal or invalid clause, provision or section has not been contained herein. In case any agreement or obligation contained in this First Amendment is held to be in violation of law, such agreement or obligation shall nevertheless be determined to be the agreement or obligation of the Issuer or the Bond Trustee, as the case may be, to the fullest extent permitted by law.

**Section 305. Effective Date.** This First Amendment has been dated as of the date first written solely for the purpose of convenience of reference and shall become effective upon its execution and delivery by the parties hereto.

IN WITNESS WHEREOF, the Issuer and the Bond Trustee have caused this First Amendment to Bond Indenture to be executed in their respective corporate names as of the date first above written.

**CITY OF UMATILLA, FLORIDA**

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
Acting City Clerk

**U.S. BANK NATIONAL ASSOCIATION,**  
as Bond Trustee

By: \_\_\_\_\_  
Authorized Officer

Acknowledged, Consented to and Agreed:

**COMMUNITY SUPPORTS, INC.**

By: \_\_\_\_\_  
Name: Kenneth H. Schultz  
Title: President and Chief Executive Officer

Consented to Pursuant to Section 1102 of  
the Original Indenture:

**HAMLIN CAPITAL MANAGEMENT,**  
LLC, as the Bondholder Representative

By: \_\_\_\_\_  
Name: Joseph Bridy  
Title: Partner

**EXHIBIT A**

**ADDITIONAL EXHIBIT C OF ORIGINAL INDENTURE**

**FORM OF DIRECTION REGARDING PURCHASE IN LIEU OF REDEMPTION**

[Date]

U.S. Bank National Association  
225 Water Street, Suite 700  
Jacksonville, FL 32202  
Attention: Ms. Sheryl Lear

**Up to \$11,250,000**  
**City of Umatilla, Florida**  
**Fixed Rate Revenue Bonds**  
**(Lakeview Terrace Senior Living Project),**  
**Series 2018A**

**Up to \$11,250,000**  
**City of Umatilla, Florida**  
**Adjustable Rate Revenue Bonds**  
**(Lakeview Terrace Senior Living Project),**  
**Series 2018B**

**Up to \$5,000,000**  
**City of Umatilla, Florida**  
**Index Floating Rate Revenue Bonds**  
**(Lakeview Terrace Senior Living Project),**  
**Series 2018C**

Ladies and Gentlemen:

Reference is made to that certain Bond Trust Indenture relating to the captioned obligations (the "Series 2018 Bonds") dated as of December 1, 2018 (as amended from time to time and in particular as amended by the First Amendment thereto dated as of July 1, 2021, the "Indenture") between City of Umatilla, Florida (the "Issuer") and U.S. Bank National Association (the "Trustee"). The captioned obligations provided funds to make a loan to Community Supports, Inc. (the "Corporation"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture.

This letter of direction (the "Direction") is given by the Corporation pursuant to Section 304 of the Indenture, with the consent of the Bondholder Representative. The Bondholder Representative has the authority to execute this Direction on behalf of the Bondholders and hereby waives any notices required by the Indenture in connection with the purchase in lieu of redemption or redemption contemplated by this Direction.

In accordance with Section 304 of the Indenture, the Corporation and the Bondholder Representative desire to cause certain of the Series 2018 Bonds as described below to be purchased in lieu of redemption on or before [date]. Specifically, the Corporation, with the consent of the Bondholder Representative, intends to (i) [describe purchases and cancellations of the

*Series 2018 Bonds and utilization of moneys in the Bond Fund and accounts therein for such purposes].* The Corporation and the Bondholder Representative wish to execute the foregoing purchases through an account (the “Broker Account”) established by the Corporation for that purpose at [*insert name of broker dealer*] (the “Broker”).

The Corporation and the Bondholder Representative hereby direct the Trustee to [*revise as necessary*] transfer \$\_\_\_\_\_ from funds on deposit in the Principal Account of the Bond Fund and \$\_\_\_\_\_ from funds on deposit in the Interest Account of the Bond Fund to the Broker Account, pursuant to wire instructions to be sent to the Trustee, which funds shall be used by the Corporation in order to achieve the purchase in lieu of redemption of the Series 2018 Bonds described herein. The Corporation hereby grants a security interest in, lien upon, and pledge of the Broker Account to the Trustee until the portion of the Series 2018 Bonds referenced above are cancelled. The Corporation agrees that in the event all or any portion of the funds on deposit in the Broker Account are not used to purchase and cancel such Series 2018 Bonds on or before [*date*], such funds shall immediately be returned to the Trustee without request from any party. The Corporation further agrees to provide a copy of this Direction to the Broker and to cause the Broker to provide notice to the Trustee of the purchase of the Series 2018 Bonds promptly thereafter and to deliver such Series 2018 Bonds to the Trustee whereupon the Trustee shall cancel such Series 2018 Bonds.

The Corporation and the Bondholder Representative acknowledge that the actions taken by the Trustee pursuant to this Direction shall be presumed to constitute actions taken by the Trustee in good faith and in accordance with the Indenture. In accordance with Section 5.3 of the Loan Agreement, the Corporation hereby agrees to indemnify and hold harmless the Trustee, the Bondholder Representative and their agents, employees, directors, officers, controlling persons, counsel and advisors (the “Indemnified Parties”), from and against any and all costs, expenses, claims, damages or liabilities (including reasonable attorney’s fees, including reasonable attorney’s fees incurred in enforcing such indemnification) (the “Losses”) incurred by or asserted against the Indemnified Parties relating to or arising in any way from actions taken or not taken by the Indemnified Parties in reliance upon and in compliance with the representations, directions and instructions of the Corporation pursuant to this Direction (including, without limitation, any claim asserted by any Bondholder due to a failure on the part of the Corporation or the Broker to effect the transactions contemplated herein); *provided, however,* that the Indemnified Parties shall not be indemnified against Losses finally adjudicated by a court of competent jurisdiction to have been solely caused by their own gross negligence, willful misconduct, or bad faith in connection with a failure to comply with this Direction.

This Direction shall not be deemed a waiver or the exercise of any other rights or remedies granted to the Bondholder Representative, the Holders of the Series 2018 Bonds or the Trustee under the Indenture, the Loan Agreement, or any other instrument or document relating to the Series 2018 Bonds (the “Bond Documents”), and the Bondholder Representative and the Trustee reserve the right to exercise any other right or remedy with respect to any default or Event of Default which may exist now or in the future under the Bond Documents.

By its signature below, the undersigned representative of the Bondholder Representative represents and warrants: (i) that it has the full power and authority to execute and deliver this valid, and binding obligations of the Bondholder Representative enforceable in accordance with the terms of this Direction, and (ii) that it has the full power and authority on behalf of the Bondholders to direct the Trustee to take the actions directed herein.

By its signature below, the undersigned representative of the Corporation represents, warrants and agrees: (i) that it has the full power and authority to execute and deliver this Direction on behalf of the Corporation, (ii) to pay all costs and expenses incurred by the Bondholder Representative and the Trustee in connection with preparing and providing the direction contained in this Direction, and (iii) to file or caused to be filed a notice on EMMA related to the transactions contemplated by this Direction.

COMMUNITY SUPPORTS, INC.,  
as Corporation

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

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

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

HAMLIN CAPITAL MANAGEMENT,  
LLC, as Bondholder Representative

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

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

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

Acknowledged and agreed to:

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

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

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

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

**EXHIBIT B TO THE AUTHORIZING RESOLUTION**  
**INDEMNIFICATION AGREEMENT**

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (this "Agreement") dated as of this 1st day of July, 2021, between COMMUNITY SUPPORTS, INC., a not-for-profit corporation (the "Corporation") and CITY OF UMATILLA, FLORIDA (the "Issuer").

WHEREAS, the Issuer has been requested by the Corporation to restructure the (i) City of Umatilla, Florida Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2012A (Fixed Rate Bonds) and the City of Umatilla, Florida Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2012B (Adjustable Rate Bonds) (collectively, the "Series 2012 Bonds"); (ii) City of Umatilla, Florida Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2016 (the "Series 2016 Bonds"); and (iii) City of Umatilla, Florida Fixed Rate Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2018A, City of Umatilla, Florida Adjustable Rate Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2018B, and City of Umatilla, Florida Index Floating Rate Revenue Bonds (Lakeview Terrace Senior Living Project), Series 2018C (collectively, the "Series 2018 Bonds" together with the Series 2012 Bonds and the Series 2016 Bonds the "Bonds"), through the (a) First Amendment to Bond Trust Indenture (the "2012 First Amendment") dated as of July 1, 2021 amending the Bond Trust Indenture, dated as of December 1, 2012 (the "2012 Bond Indenture") between the Issuer and U.S. Bank National Association (the "Bond Trustee"); (b) First Amendment to Bond Trust Indenture (the "2016 First Amendment") dated as of July 1, 2021 amending the Bond Trust Indenture, dated as of February 1, 2016 (the "2016 Bond Indenture") between the Issuer and the Bond Trustee; and (c) First Amendment to Bond Trust Indenture (the "2018 First Amendment" together with the 2012 First Amendment and the 2016 First Amendment the "First Amendments") dated as of July 1, 2021 amending the Bond Trust Indenture, dated as of December 1, 2018 (the "2018 Bond Indenture" together with the 2012 Bond Indenture, and the 2016 Bond Indenture the "Original Bond Indentures");and

WHEREAS, as a condition to its approval to amend certain terms in order to restructure the Bonds through the Issuer's execution of replacement bonds to be exchanged for the Bonds, and the First Amendments, the Issuer is requiring that the Corporation enter into this Agreement; and

NOW, THEREFORE, in consideration of the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Original Bond Indentures or the First Amendments.

SECTION 2. Indemnity. The Corporation will, to the fullest extent permitted by law, protect, indemnify and save the Issuer and their officers, agents, employees and any person who controls the Issuer within the meaning of the Securities Act of 1933 (the "Indemnified



Persons"), harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Indemnified Persons), causes of action, suits, claims, demands, audits, investigations and judgments of any nature arising from the transactions contemplated by this Agreement, the Original Bond Indentures, the First Amendments, the replacement Bonds and the other Financing Instruments including but not limited to:

(a) any injury to or death of any person or damage to property in or upon the 2012 Project or its premises or growing out of or connected with the use, non-use, condition or occupancy of the premises or any other location of the 2012 Project or any part thereof. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Corporation, customers, suppliers or affiliated organizations under any Workers' Compensation Acts, Disability Benefit Acts or other employee benefit acts;

(b) violation of any agreement, provision or condition of the Indenture or any of the other Financing Instruments, except by the Issuer;

(c) violation of any contract, agreement or restriction applicable to the Corporation which shall have existed at the commencement of the term of the Indenture or shall have been approved by the Corporation;

(d) violation of any law, ordinance, court order or regulation affecting the 2012 Project, or a part thereof or the ownership, occupancy or use thereof;

(e) any audit or action by the Internal Revenue Service with respect to the tax-exempt status of the Bonds or any other related tax matters; and

(f) any statement or information relating to the expenditure of the proceeds of the Bonds contained in the Tax Certificate and Agreement or similar document furnished by the Corporation which, at the time made, is misleading, untrue or incorrect in any material respect.

Promptly after receipt by an Indemnified Party of notice of any claims or action in respect of which indemnity may be sought against the Corporation pursuant hereto, such party will notify the Corporation in writing (at the notice address provided for by the Indenture) of such action and, subject to the terms hereof, the Corporation shall assume the defense of such claim or action (including the employment of such counsel who shall be satisfactory to the Indemnified Party and the payment of the fees and expense related thereto). The Indemnified Party shall have the right to employ separate counsel in any such claim or action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Corporation unless the Indemnified Party reasonably determines that the employment of such separate counsel is necessary to protect its interests or to raise defenses not available to the Corporation. The Corporation shall not be liable to indemnify any person for any settlement of any such action effected without its consent. The Corporation shall not be required to indemnify the Issuer for any damages, losses, causes of action, lawsuits, or claims

which are caused directly and solely by the gross negligence, willful misconduct, or fraudulent acts of the Issuer.

The failure to give such notice in sufficient time shall not constitute a defense hereunder nor in any way impair the obligations of the Corporation under this Section 2, if (i) the party seeking indemnification shall not have had knowledge or notice of such claim or action, or (ii) the Corporation's ability to defend such claim or action shall not thereby be materially impaired. In the event, however, that (x) the party seeking indemnification shall not have notified the Corporation promptly of any such claim or action after such party's receipt of notice thereof, and (y) the Corporation's ability to defend or participate in such claim or action is materially impaired by reason of not having received timely notice thereof from the party seeking indemnity, then the Corporation's obligation to so defend and indemnify shall be qualified to the extent (and only to the extent) of such material impairment.

SECTION 3. Reserved.

SECTION 4. Fees, Costs and Survival of Obligation. The Corporation agrees to indemnify the Indemnified Party for any costs, expenses, and reasonable attorneys' and paralegals' fees and expenses incurred in enforcing this Agreement against the Corporation.

The obligation of the Corporation to indemnify and defend the Issuer hereunder shall be enforceable notwithstanding the invalidity or unenforceability of the Bonds, the Indenture or any documents related thereto. Notwithstanding anything to the contrary contained in this Agreement, the Original Bond Trust Indentures, the First Amendments, or the other Financing Instruments (collectively, the "Loan Documents"), Corporation shall not be liable to indemnify Issuer following the payment of all obligations under the Loan Documents in full.

SECTION 5. Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of Florida.

(b) The Corporation hereby irrevocably and unconditionally submits itself to the exclusive jurisdiction of the United States District Court for the Middle District of Florida and of the Circuit Court of the Fifth Judicial Circuit located in Lake County, Florida, and of any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such District Court, or Circuit Court or, to the extent permitted by applicable law, such appellate court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Issuer may otherwise

have to bring any action or proceeding relating to this Agreement in the courts of any jurisdiction.

(c) The Corporation irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding described in subsection (b) of this Section and brought in any court referred to in subsection (b) of this Section. Each of the parties hereto irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SECTION 6. Waiver of Jury Trial. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 7. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

SECTION 8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 9. Severability. Any provision of this Agreement held to be illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without affecting the legality, validity or enforceability of the remaining provisions hereof; and the illegality, invalidity or unenforceability of a particular provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[Remainder of Page Intentionally Left Blank | Signature Page Follows.]

Dated as of the date first written above.

**COMMUNITY SUPPORTS, INC.**

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

Name: Kenneth H. Schultz

Title: President and Chief Executive Officer

[Signature Page to Indemnification and Hold Harmless]

**CITY OF UMATILLA, FLORIDA**

[SEAL]

By: \_\_\_\_\_  
Name: Kent Adcock  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Name: Gwen Johns  
Title: Acting City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Kevin Stone  
Title: City Attorney

[Signature Page to Indemnification and Hold Harmless]

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE: June 30, 2021**

**MEETING DATE: July 6, 2021**

**SUBJECT: Opioid Litigation**

**ISSUE: Approval of Resolution No. 2021-14**

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**BACKGROUND SUMMARY:** Recognizing the entire State of Florida, as well as the City of Umatilla as suffered harm from the opioid epidemic, Resolution No. 2021-14 has been prepared for approval by City Council. The City will join the State of Florida and other local government jurisdictions as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a unified plan regarding opioid litigation.

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**STAFF RECOMMENDATIONS: Approval**

**FISCAL IMPACTS: N/A**

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            vN/A

Reviewed by City Engineer    Yes            No            vN/A

## RESOLUTION 2021 - 14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA; AUTHORIZING CITY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN REGARDING OPIOID LITIGATION; PROVIDING FOR RECORDATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Umatilla, Florida has suffered harm from the opioid epidemic; and

**WHEREAS**, the City recognizes that the entire State of Florida has suffered harm as a result of the opioid epidemic; and

**WHEREAS**, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida cities and counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and the City of Umatilla, Florida is not a litigating participant in that action; and

**WHEREAS**, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

**WHEREAS**, the Florida Memorandum of Understanding (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

**WHEREAS**, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida’s relative bargaining position during additional settlement negotiations; and

**WHEREAS**, failure to participate in the Florida Plan will reduce funds available to the State, the City of Umatilla, and every other Florida city and county.

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

**Section 1.** The above going recitals are incorporated herein.

**Section 2.** The City Council of the City of Umatilla finds that participation in the Florida Plan would be in the best interest of the City of Umatilla and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm it has suffered.

**Section 3.** The City Council of the City of Umatilla hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit “A”.

**Section 4.** The City Manager of the City of Umatilla is expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit “A”.

**Section 5.** The City Manager of the City of Umatilla is authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution 2021- 14.

**Section 6.** The City Clerk is instructed to record this Resolution 2021-14 in the official records of Lake County, Florida.

**Section 7.** The City Clerk is directed to furnish a certified copy of this Resolution 2021- 14 to the Florida Attorney General:

Attorney General Ashley Moody  
c/o John M. Guard  
The Capitol  
PL-01  
Tallahassee, FL 32399-1050

**Section 8.** This Resolution shall become effective immediately upon passage.

**PASSED** and **RESOLVED** this 6<sup>TH</sup> day of JULY, 2021 by the City Council of the City of Umatilla

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Kent Adcock, Mayor

ATTEST:

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Gwen Johns, Acting City Clerk

Approved as to form:

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Kevin Stone, City Attorney



**PROPOSAL**  
**MEMORANDUM OF UNDERSTANDING**

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

**A. Definitions**

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

## **B. Terms**

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
  - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
  - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
  - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, Florida’s Department of Children and Families (“DCF”), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
  - (i) The Governor shall appoint two Members.
  - (ii) The Speaker of the House shall appoint one Member.
  - (iii) The Senate President shall appoint one Member.
  - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the “Court”). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government’s share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.



## Schedule A

### Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”)[, such that a minimum of \_\_\_% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].<sup>1</sup>

#### A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

#### B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

#### C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

#### D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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<sup>1</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

#### E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

#### F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

#### G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

#### H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

- I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

## Schedule B

### Approved Uses

#### PART ONE: TREATMENT

##### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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<sup>2</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### **D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### **E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or



c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

## **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

## **PART THREE: OTHER STRATEGIES**

### **I. FIRST RESPONDERS**

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** June 30, 2021

**MEETING DATE:** July 6, 2021

**SUBJECT:** Residential Lease Agreement at 410 N. Kentucky Avenue

**ISSUE:** Approval of Lease Agreement

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**BACKGROUND SUMMARY:** At their regularly scheduled meeting on June 1, 2021, the City of Umatilla City Council approved Resolution No. 2021-10, authorizing purchase of real property located at 410 N. Kentucky Avenue.

The residential lease agreement has been prepared to address post-closing occupancy for the residential unit located at 410 N. Kentucky Avenue. Mr. O'Brien continues to occupy the premises and bear expenses associated with the property for up to two years following closing. All parties have reviewed the Residential Lease Agreement and amendments requested by the other party have been incorporated into the agreement.

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**STAFF RECOMMENDATIONS:** Approval

**FISCAL IMPACTS:** N/A

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            vN/A

Reviewed by City Engineer    Yes            No            vN/A

## RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (the "Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 2021, between City of Umatilla, with an address of 1 South Central Avenue, Umatilla, Florida 32784 ("Landlord"), and Jason O'Brien with an address of 410 N. Kentucky Avenue, Umatilla, Florida 32784 (hereinafter referred to as "Tenant").

1. Lease of residential premises. Landlord hereby leases to Tenant for residential purposes the real property described as follows: 410 N. Kentucky Avenue, Umatilla, Florida 32784, Alt. Key No. 1500737. (Said real property being leased by Tenant is hereinafter referred to as the "Leased Premises" or "Premises"). Landlord shall retain the right to use and access the adjacent real property located south of 410 N. Kentucky Avenue, Umatilla, Florida and separated by right-of-way. Landlord may allow temporary uses of said adjacent property by Tenant from time to time, so long as no improvements are built or placed on the property and so long as Landlord's right to access and use the adjacent property is not disturbed by Tenant's temporary use. No other adult persons have authorization to reside in the Leased Premises without express written approval from Landlord, which approval shall not be unreasonably withheld. Any person granted authorization by Landlord to reside in the Leased Premises pursuant to this paragraph shall abide by and be bound to the terms of this Lease. Any person who visits, resides in, stays or otherwise occupies the Leased Premises more than fourteen (14) consecutive or nonconsecutive days in any calendar year will be deemed to be residing in the Leased Premises for purposes of this provision.

2. Term. The term of the tenancy under this Lease shall be for a period of 270 days, beginning on the \_\_\_\_ day of \_\_\_\_\_, 2021, and terminating on the \_\_\_\_ day of \_\_\_\_\_, 2023, at 5:00 p.m. Eastern Standard Time, unless sooner terminated as provided in this lease.

3. Rent. Landlord purchased the Premises from Tenant in a transaction that closed on the effective date hereof. Landlord received adequate consideration for Tenant's post-closing tenancy as a part of that purchase and sale transaction. Therefore, provided Tenant is not in default under the terms, covenants and conditions of this Lease, Tenant shall have the right to use and occupy the Leased Premises without payment of additional rent for the Term of the Lease.

4. Condition of Leased Premises. The Tenant is accepting the Leased Premises "AS IS". The taking of possession of the Leased Premises by Tenant will constitute the Tenant's acceptance that the Leased Premises and all equipment and fixtures are clean, sanitary, in good working order and condition, and that there are no conditions which would materially affect the health or safety of household members. The Tenant agrees to use reasonable care to keep the Leased Premises in good, clean, safe, and sanitary order and condition throughout the term of this lease. Trash must be placed in plastic bags and must be deposited into the receptacles provided for trash disposal.

5. Alterations or improvements. The Tenant shall make no alterations or improvements to the Leased Premises without the prior written consent of Landlord, which consent shall lie within the sole discretion of Landlord. Without limiting the generality of the foregoing,

the Tenant will make no alterations or repairs, including but not limited to painting, wall or window covering, wallpaper, flooring, additional phone or TV outlets or antennas (including satellite TV dishes) without the Landlord's prior written consent. Any alterations or additions which may be approved by Landlord shall be at Tenants' sole expense. Any additions, such as, hardware, fixtures, and/or improvements placed in the Leased Premises by Tenant will become the Landlord's property and will remain in the Leased Premises at termination of the Lease.

6. Assignment by Tenant. Tenant shall not assign or sublet the Lease or the Leased Premises without Landlord's prior written consent, which consent shall lie within the sole discretion of Landlord.

7. Utilities and services. Tenant shall pay for all utilities furnished to the Leased Premises for the term of this Lease --including, but not limited to, electrical, water, sewer, telephone, and garbage and trash collection service. Upon execution of this Lease, Tenant shall make immediate arrangements to place the accounts for all such utilities and services into the name of Tenant, and the failure to do so shall be a material noncompliance with this Agreement. Tenant shall also ensure that no liens or other charges are assessed against the Leased Premises due to the failure of Tenant to pay any sums owed to utility services and shall reimburse Landlord for all costs associated with satisfying the outstanding sums owed.

8. Security deposit. Tenant is not required to provide Landlord with any security deposit in connection with this Lease.

9. Use, maintenance, and repair of premises. Tenant shall commit no act of waste and shall take good care of the premises and the fixtures, appliances and appurtenances located therein, and shall, in the use and occupancy of the premises, conform to all laws, orders and regulations of the federal, state and municipal governments that may be applicable to the Premises. Smoking is not permitted inside of the residence at the Leased Premises. Tenant shall use the Leased Premises as a private residential dwelling, shall engage in no unlawful or offensive use of the property, and shall not engage in any commercial or business activity from the Leased Premises except as may be allowed under the Code of Ordinances of the City of Umatilla and any other applicable law. The Tenant may conduct incidental business activities from the Leased Premises over the telephone and through facsimile transmissions, as long as: (a) said activities at all times comply with all governmental regulations for the use of the property, including regulations imposed by the City of Umatilla, which shall prevail over any inconsistent provisions in this Lease, (b) no actual or prospective customers or clients of the Tenant shall come to the Leased Premises at any time, and (c) the Tenant shall not have any employees, agents or independent contractors of any business of Tenant at the Leased Premises.

Tenant shall not use or keep in the Leased Premises anything which would in any way affect the terms and conditions of a standard fire insurance policy or increase the premium for standard fire insurance coverage for the Leased Premises. Tenant shall not at any time engage in any conduct or commit any act that causes a disturbance or interferes with the rights of quiet and peaceful enjoyment of neighbors.

Tenant shall maintain the lawn in accordance with applicable City of Umatilla code requirements by mowing and maintaining same and shall maintain the landscaping plants and other vegetation located on or about the Leased Premises.

Tenant shall maintain the Leased Premises in good condition and repair, and shall deliver all of the leased premises to Landlord at the conclusion of this lease in the same condition and repair in which they were found at the beginning of this Lease, ordinary wear and tear excepted. Tenant also shall be responsible for the cost of all repair to and maintenance of the Leased Premises, and to all equipment, fixtures and appliances in the Leased Premises, that shall be required as a result of a willful act, a negligent act, misuse, or abuse on the part of Tenant or Tenant's agents, guests, invitees, or licensees. Upon demand by Landlord, the Tenant promptly shall pay Landlord the cost of any such service or repair for which Tenant is responsible.

Landlord does not provide pest control for the Leased Premises. Tenant shall be responsible for providing any desired pest control services at Tenant's sole expense. Tenant shall maintain, repair, and replace, in a prompt manner as said repairs or replacements become necessary, the structural components of the Leased Premises, the roof, exterior windows, exterior doors, walls, floors, ceilings, plumbing, electrical service, HVAC system, and appliances furnished as part of the Leased Premises. Notwithstanding the foregoing, if repairs or replacements described in the previous paragraphs become necessary, the Tenant may terminate the tenancy hereunder, restore possession of the Premises to the Landlord, and be relieved of any obligation relating to such repair or replacements.

10. Access to premises. Throughout the term of this Lease, Landlord or Landlord's agent shall have the right to enter and inspect the Leased Premises for compliance by Tenant with the terms of this Lease agreement in accordance with and pursuant to Landlord's rights under Chapter 83, Florida Statutes, as may be amended from time to time, and other applicable law. However, in the event of an emergency (ex: flood, fire, criminal activity, etc.), or for protection or preservation of the Leased Premises, Landlord or Landlord's agent(s) shall be permitted access to the Leased Premises without prior notice. Nothing contained herein is intended to limit or prevent Landlord's exercise of its governmental functions independent of this Lease.

11. Default. In the event of breach by Tenant of any of the terms of Lease, Landlord shall have the right to pursue all remedies available under Florida law, including the right to terminate the Lease and tenancy hereunder in accordance with the provisions of Chapter 83, Florida Statutes, as said statute may be amended from time to time. In the event that Landlord must bring an action to remove Tenant from the Leased Premises or otherwise to enforce the terms of this Lease, the prevailing party shall be entitled to recover all court costs and reasonable attorney's fees incurred in connection with said action, including all appellate proceedings related to said action.

12. Liability. The Landlord will not be liable for any damage, loss, or injury to persons or property occurring within the Leased Premises or upon the property, unless caused by Landlord's gross negligence. Without limiting the generality of the foregoing, Landlord, in the absence of gross negligence, shall not be responsible for any damage caused by (a) bursting,



leaking or running of any gas, water, or plumbing fixtures in, above, upon, below, or about the Leased Premises; (b) water on or coming through the roof, walls or otherwise; or (c) acts or neglect of other neighbors. The Tenant is responsible for obtaining casualty and liability insurance for the protection of all of the Tenant's personal property. The Tenant indemnifies and holds the Landlord harmless from all claims for personal injury or property damage to Tenant or to Tenant's guests or invitees arising out of or related to Tenant's occupancy of the Leased Premises. THE TENANT SHALL SECURE INSURANCE TO PROTECT THE TENANT AND THE TENANT'S PROPERTY. All insurance, if any, carried by the Landlord to ensure the Leased Premises is for the exclusive benefit of the Landlord and does not cover any personal property of Tenant, co-tenants, guests, or invitees.

14. Taxes. During the term of this Lease, Landlord shall pay and discharge all ad valorem real property taxes, if any, for the Leased Premises.

15. Quiet enjoyment. Upon performing all provisions of this lease, Tenant shall peacefully and quietly have, hold and enjoy the Leased Premises during the term of the Lease.

16. Destruction of premises by casualty. In the event that the Leased Premises are rendered untenantable by reason of fire, storm, explosion, hurricane or other casualty, the Landlord at the Landlord's option, may repair the Leased Premises to make the same tenantable within ninety (90) days thereafter, or, at its option, may terminate this Lease. In the event of such termination, the Landlord shall furnish the Tenant with thirty (30) days' written notice, whereupon the Lease shall be terminated in accordance with such notice. The Landlord shall not be liable for injury to persons or damage to property caused by such casualty.

17. Holdover. A holdover occurs when, without Landlord's permission, the Tenant or any other person fails to move out by the date on which the lease term expires. If the Tenant holds over beyond the end of the lease term, the Tenant will be liable to pay double market rent pursuant to Florida Statute 83.58. Market rent shall be determined by the Landlord in its reasonable discretion. In addition, the Landlord may recover possession of the Leased Premises pursuant to Florida law.

18. **ABANDONED PERSONAL PROPERTY: BY SIGNING THIS DOCUMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.**

The Tenant's tenancy still exists, and the Tenant shall be liable for rent, during the time that the Tenant's personal possessions remain in the Leased Premises after the Tenant's household has personally ceased occupancy with the intent to vacate, until such time that personal possessions have been removed voluntarily or by legal means, subject to the provisions of Florida law, even if the Tenant has delivered the keys to the Leased Premises to the Landlord or the Landlord's agent.

19. Radon Gas. The following notice is given to the Tenant pursuant to Section 404.056(8), Florida Statutes: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your local county public health unit.

20. Water Intrusion and Mold Notice and Disclosure. Water intrusion is any source of moisture. The following are possible sources of water intrusion: steam from the bath or shower, steam from cooking, humidifiers, constant running water, house plants (watering), plumbing, wet or damp clothing, and roof leaks. Water intrusion can be a precursor to mold. Mold is a microscopic organism that is found virtually everywhere indoors and outdoors. The presence of large quantities of molds can cause allergic symptoms similar to those caused by plant pollen. To prevent mold, water intrusion must be prevented and treated immediately. The Tenant agrees that the Tenant shall use his or her best efforts to prevent any conditions in the Leased Premises that could create an environment conducive to mold growth. You as the Tenant agree that you are responsible to prevent water intrusion and mold in your Leased Premises resulting from your activities. In the event that mold growth conditions develop, you agree to remedy such conditions promptly. You further agree that you shall take the following preventative steps to reduce the potential for water intrusion and mold growth: (a) always use exhaust fans or open the bathroom window while showering or bathing; (b) utilize the range hood fan while cooking; (c) immediately report in writing to Landlord leaks of any kind inside or on any part of the Leased Premises; excessive moisture or standing water inside or on any part of the Leased Premises; a water leak, excessive moisture or standing water in any community common areas; or in any part of the heating, air conditioning or ventilation system in the Leased Premises; (d) allow fresh air movement within the Leased Premises; (e) immediately report to Landlord in writing any discoloration of walls or musty odors that may occur or any mold growth in or on the Leased Premises; (f) monitor plants and surrounding spores and walls and move plants periodically; (g) promptly remove any visible moisture accumulation in or on the Leased Premises, including on the walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrences; and keep climate and moisture in the Leased Premises at reasonable levels; (h) clean and dust the Leased Premises regularly; and keep the Leased Premises, particularly the kitchen and bathroom, clean.

The Tenant acknowledges that he or she, as the occupant of the Leased Premises, is in a better position than Landlord to observe conditions affecting the habitability of the Leased Premises. Tenant agrees to notify Landlord immediately upon observing any condition affecting habitability of the Leased Premises. Resident shall be liable to Landlord for damages sustained to the Leased Premises as a result of the failure of resident to comply with the terms of this section of the Lease. A violation of this section of the Lease shall be deemed to be a material non-compliance by the resident under the terms of this Lease and the Landlord shall be entitled to exercise all rights and remedies in favor of Landlord based upon said violation. Additionally, the Tenant, on his or her behalf and on behalf of Tenant's dependents, guests, invitees, personal representatives, heirs, successors and assigns, hereby releases, waives, discharges and holds Landlord harmless from any and all claims, demands, damages, liabilities, or expenses of any

nature whatsoever arising out of or related to conditions within the Leased Premises about which Tenant failed to notify Landlord and which affect the habitability of the Leased Premises.

21. Lead Based Paint Disclosure: If the Leased Premises were built prior to 1978, Landlord hereby gives the following disclosure to Tenant. Throughout this disclosure, "Landlord" shall be referred to as "Lessor" and "Tenant" or shall be referred to as "Lessee."

"Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is extremely harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention." Throughout the rest of this disclosure, lead-based paint will be referred to as "LBP" and lead-based paint hazards will be referred to as "LBPH."

a. LBP/LBPH IN HOUSING: Lessor has no knowledge of LBP/LBPH in the housing and no available LBP/LBPH records or reports, except as indicated:

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b. CERTIFICATION OF ACCURACY: Lessee has received the pamphlet entitled "Protect Your Family From Lead in Your Home" and all of the information specified in subparagraph a above. Lessor and Lessee have reviewed the information above and each one certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

22. Miscellaneous. The Tenant shall not, without the prior written consent of the Landlord, change or add any additional locks to the Leased Premises or to any of the doors to the said Leased Premises. Upon termination or expiration of the lease, the Tenant shall leave the premises in the same condition as they existed upon the commencement of the Lease, or the Landlord will charge a cleaning fee to the Tenant based upon the expense incurred by landlord to properly clean and restore the Leased Premises.

23. Notices. All notices or demands to be given hereunder shall be given to the Landlord at the address shown at the beginning of the lease and to the Tenant at the address for the leased premises.

24. Binding effect. This agreement shall be binding upon the heirs, personal representatives, assigns and successors of the parties hereto.

25. Entire Agreement. This agreement constitutes the entire agreement of the parties.

26. Severability of provisions. In the event that any provision or a portion of any provision of this lease is declared unenforceable or invalid by any court or administrative body

having competent jurisdiction, the remaining provisions of the lease shall be deemed enforceable and shall remain in full force and effect.

27. Attorney's fees and Venue. In the event that either party must enforce the terms of this Lease, the prevailing party shall be entitled to recover all court costs and reasonable attorney's fees incurred in connection with all court proceedings, including appellate proceedings. Venue for all actions relating to this Lease and the Tenant's residence in the Leased Premises shall lie exclusively in a state court of competent jurisdiction in Lake County, Florida.

28. Waiver of Jury Trial. The parties hereby expressly and irrevocably waive any rights to a jury trial in any action relating to this Lease and/or Tenant's occupancy of the Leased Premises.

29. Non-Waiver. Landlord's waiver of any default or breach of any term, condition or covenant of this Lease by Tenant shall not be deemed a waiver of any other breach by Tenant of the same or any other term, condition or covenant of this Lease.

Witnesses:

Landlord:  
CITY OF UMATILLA

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Scott Blankenship, City Manager

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

\_\_\_\_\_  
Witness Signature

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

Witnesses:

Tenant:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Jason O'Brien

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

\_\_\_\_\_  
Witness Signature

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

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE: June 29, 2021**

**MEETING DATE: July 6, 2021**

**SUBJECT: SRF Agreement No. WW350752, City Bid No. 2021-01 – Umatilla to Eustis**

**FM ISSUE: Contract Price Increase**

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**BACKGROUND SUMMARY:** Due to unprecedented and unforeseeable increases in demand and price for certain materials, specifically PVC products, arising out of force majeure circumstances for some providers of inputs, it has become uneconomical for the contractor to complete the project within the Contract Time for the Contract Price, even in light of the contractor's possible exposure to liquidated damages for delay. However, the necessary materials can be acquired timely at an increased cost, which will allow the Contractor to offer enhanced assurances of completion within the Contract Time. Accordingly, Contract Price shall be increased in order to avoid substantial delays in completion of the Project. The Contractor waives any right to extensions of the Contract Time or declaration of force majeure in connection with the cost, availability, or delay in delivery of PVC products due to circumstances arising or which have become foreseeable prior to the date of this change order.

**#1 – Change in Contract Price:** Based on increases in unit prices, the change shall not exceed \$288,830.52. Material purchased in excess of the quantities specified shall be charged to the Owner in the amount of the original bid prices, the intent being that the total contract price increase resulting from this change order shall not exceed \$288,830.52.

**#2 - Liquidated Damages.** Section 4.03 of the Contract, Liquidated Damages, is amended as follows:

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$2,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the total amount of liquidated damages paid equals or exceeds \$288,830.52. Thereafter, Contractor shall pay Owner \$750.00 per day until the Work is substantially complete.

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**STAFF RECOMMENDATIONS: Approval**

**FISCAL IMPACTS: \$288,830.52 (Request SRF Change Order)**

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**COUNCIL ACTION:**

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

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

**Change Order**

Change Order No. \_\_\_\_\_

**Date of Issuance:**

**Effective Date: July 6, 2021**

**Owner:** City of Umatilla, Florida

**Owner's Contract No.:**

**Contractor:** Southern Underground Industries, Inc.

**Contractor's Project No.:**

**Engineer:** Mittauer & Associates, Inc.

**Engineer's Project No.:**

**Project:** SRF Wastewater Interconnection with the City of Eustis, SRF Agreement No. WW350752, City Bid No. 2021-01

Upon execution of this Change Order, the Contract is amended as provided herein. All other provisions in the Contract shall remain in full force and effect.

**1. Change in Contract Price.** Due to unprecedented and unforeseeable increases in demand and price for certain materials, specifically PVC products, arising out of force majeure circumstances for some providers of inputs, it has become uneconomical for the contractor to complete the project within the Contract Time for the Contract Price, even in light of the contractor's possible exposure to liquidated damages for delay. However, the necessary materials can be acquired timely at an increased cost, which will allow the Contractor to offer enhanced assurances of completion within the Contract Time. Accordingly, Contract Price shall be increased in order to avoid substantial delays in completion of the Project. The Contractor waives any right to extensions of the Contract Time or declaration of force majeure in connection with the cost, availability, or delay in delivery of PVC products due to circumstances arising or which have become foreseeable prior to the date of this change order. The Contract Price is accordingly changed as follows:

Contract Price prior to this Change Order:

\$ Pursuant to Unit Prices Attached to Bid and as set forth on Exhibit "A" attached hereto

Increase of this Change Order:

\$ Based on increases in unit prices as set forth on Exhibit "A", but not to exceed 288,830.52. Material purchased in excess of the quantities specified in Exhibit "A" shall be charged to the Owner in the amount of the original bid prices, the intent being that the total contract price increase resulting from this change order shall not exceed \$288.830.52.

Contract Price incorporating this Change Order:

\$ Pursuant to Unit Prices, with total Contract Price increase not to exceed \$288.830.52.

A detailed breakdown of the price increase is attached hereto as Exhibit "A"

**2. Liquidated Damages.** Section 4.03 of the Contract, Liquidated Damages, is amended as follows:

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within

the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$2,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the total amount of liquidated damages paid equals or exceeds \$288,830.52. Thereafter, Contractor shall pay Owner \$750.00 per day until the Work is substantially complete.

**RECOMMENDED:**

\_\_\_\_\_

Engineer

Mittauer & Associates, Inc.

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

**ACCEPTED**

OWNER

\_\_\_\_\_

City of Umatilla

By: Scott Blankenship

City Manager

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

**ACCEPTED**

CONTRACTOR

\_\_\_\_\_

Southern Underground Industries, Inc.

By: Frank D'Alessandro

Vice President of Operations

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



**Exhibit "A"**

Item	Quantity	Bid Time Price		Current Pricing		Increase
		Unit Price	Ext Price	Unit Price	Ext Price	
12" C900 DR25 PVC	7540	\$14.95	\$112,723.00	\$19.62	\$147,934.80	\$35,211.80
12" DR 18 Green PVC Fusible	4320	\$35.00	\$151,200.00	\$39.15	\$169,128.00	\$17,928.00
18" PVC Sewer Pipe	672	\$25.08	\$16,853.76	\$30.84	\$20,724.48	\$3,870.72
16" C905 DR 25 PVC	11000	\$25.52	\$280,720.00	\$37.64	\$414,040.00	\$133,320.00
16" C905 DR 18 Fusible PVC	10000	\$57.50	\$575,000.00	\$67.35	\$673,500.00	\$98,500.00
						<b>\$288,830.52</b>

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE: June 29, 2021**

**MEETING DATE: July 6, 2021**

**SUBJECT: SRF Agreement No. WW350752 - Amendment**

**#1 ISSUE: Increase Loan amount for funding shortfall**

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**BACKGROUND SUMMARY:** The City entered into a State Revolving Loan (SRF) Agreement administered by the Florida Department of Environment Protection (FDEP) for \$3,853,300. This loan amount was based on the Capital Finance Plan submitted to the FDEP and the Engineers estimate of the work. The lowest bid was received by Southern Underground Industries; however, the bid was higher than initial funding award. This Loan Amendment will cover the \$368,958 shortfall and has been approved by FDEP.

The updated SRF Loan amount will be \$4,222,258.

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**STAFF RECOMMENDATIONS: Approval of Loan Amendment #1**

**FISCAL IMPACTS: \$368,958 SRF Loan increase**

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            vN/A

Reviewed by City Engineer    Yes            No            vN/A

**STATE REVOLVING FUND  
AMENDMENT 1 TO LOAN AGREEMENT WW350752  
CITY OF UMATILLA**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF UMATILLA, FLORIDA, (the “Local Government”) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

The Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW350752, authorizing a Loan amount of \$3,853,300, excluding Capitalized Interest, and including a Principal Forgiveness amount of \$3,082,640; and

The Local Government is entitled to additional financing of \$368,958, excluding Capitalized Interest; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$4,222,258	140131

2. Additional financing in the amount of \$368,958, excluding Capitalized Interest, is hereby awarded to the Local Government.

3. A Financing Rate of 0 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this amendment is not executed by the Local Government and returned to the Department before July 1, 2021, the Financing Rate may be adjusted.

4. The estimated principal amount of the Loan is hereby revised to \$1,139,618, which consists of \$1,139,618 authorized for disbursement to the Local Government and \$0 of Capitalized Interest. This total consists of the following:

(a) Original Agreement of \$770,660, including \$770,660 authorized for disbursement to the Local Government and \$0 of Capitalized Interest, at a Financing Rate of 0 percent per annum (the interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum); and

(b) Amendment 1 of \$368,958, including \$368,958 authorized for disbursement to the Local Government and \$0 of Capitalized Interest, at a Financing Rate of 0 percent per annum (the interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum).

5. An additional Loan Service Fee in the amount of \$7,379, for a total of \$84,445, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of \$4,222,258.

6. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$20,401. Such payments shall be paid to, and must be received by, the Department beginning on September 15, 2022 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$1,224,063, which consists of the Loan principal plus the estimated Loan Service Fee.

7. Section 10.06 of the Agreement is revised as follows:

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

<u>CATEGORY</u>	<u>PROJECT COSTS (\$)</u>
Construction and Demolition	5,570,722
Contingencies	278,536
Technical Services After Bid Opening	313,000
Less SJRWMD and LPA0128 Grant Funding	<u>(1,940,000)</u>
SUBTOTAL (Disbursable Amount)	4,222,258
Less Principal Forgiveness	<u>(3,082,640)</u>
SUBTOTAL (Loan Amount)	1,139,618
Capitalized Interest	<u>0</u>
TOTAL (Loan Principal Amount)	1,139,618

8. Subsection 10.07(4) of the Agreement is revised as follows:

(4) The first Semiannual Loan Payment in the amount of \$20,401 shall be due September 15, 2022.

9. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 1 to Loan Agreement WW350752 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for  
CITY OF UMATILLA

\_\_\_\_\_  
Mayor

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Clerk  
SEAL

\_\_\_\_\_  
City Attorney

for  
STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

**CITY OF UMATILLA  
CITY COUNCIL AGENDA ITEM STAFF REPORT**

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**DATE:** July 2, 2021

**MEETING DATE:** July 6, 2021

**SUBJECT:** Police Retirement Board

**ISSUE:** Appointments to Police Retirement Board

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**BACKGROUND SUMMARY:** The Police Retirement Board is comprised of five members, two of which are required by State Statute to be appointed by the City Council and are required to be City residents. The appointment is for a two-year term.

Police Retirement Board members up for reappointment are Police Officer Josh Brown and Terry Olson. Terry Olson has not attended a meeting in 3 years and the Officers have requested a new member be appointed so that a quorum is present at all meetings. Lake County Sheriff's Deputy Eric Van Buskirk is a City resident and he has expressed interest in serving on this board. Current Board member Police Officer Josh Brown expressed interest in continuing to serve.

One of the other members of the Board is designated as the Fifth Board Member which is voted upon by the Board and for which Council Administrative Approval is required. There are no residency requirements for this Board Member; it may be any person who has a desire to serve. Finance Director Regina Frazier was approved by the Police Retirement Board to continue to serve in her capacity as the Fifth Board member during their Board meeting on June 10, 2021.

**STAFF RECOMMENDATIONS:** Approval of the reappointment of Officer Brown and the appointment of Eric Van Buskirk to serve on the Umatilla Police Retirement Board. Administrative approval of the selection of Regina Frazier to serve as the Fifth Board Member.

**FISCAL IMPACTS:** N/A

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Reviewed by City Attorney Yes No N/A

Reviewed by City Engineer Yes No N/A