

**UMATILLA CITY COUNCIL MEETING**  
**April 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 March 16, 2021

**ASSIGNMENT OF CITY CLERK DUTIES**

City Council to appoint City Manager, Scott Blankenship as City Clerk during Clerk's leave of absence

**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 on 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 Board 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.

**PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

2 Resolution 2021-04 SRF Construction Loan Agreement WW350752

3 Resolution 2021-06 FAA ACRGP Grant

4 Resolution 2021-07 FDOT PTGA Grant Amendment

**NEW BUSINESS**

5 Bid Award Sewer line interconnection with Eustis

6 Selection of Evaluation Committee for RFQ 2021-A Financial Auditing

7 Amendment to the Agreement Between Lake County Water Authority and City of Umatilla

**GENERAL DISCUSSION**

**REPORTS**

City Attorney

Mayor

Council Members

**Staff**

Police Activity Report – Police Chief Adam Bolton

**MEETING ADJOURNMENT**

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

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

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

MINUTES, CITY COUNCIL MEETING  
MARCH 16, 2021, 6:00 P.M.  
UMATILLA COUNCIL CHAMBERS, 1 S CENTRAL AVENUE, UMATILLA, FL 32784

**Mayor Adcock** lead the Pledge of Allegiance and **Clerk Howard** gave the Invocation.

Meeting called to order at 6:00 p.m.

IN ATTENDANCE: Mayor Kent Adcock; Vice Mayor Laura Wright; Council Members Katherine Adams, John Nichols; Public Works Director Aaron Mercer; Police Chief Adam Bolton; Finance Director Regina Frazier; City Attorney Lewis Stone; City Manager Scott Blankenship; City Clerk Karen Howard.

ABSENT: Council member Brian Butler

**AGENDA REVIEW**

**City Manager Scott Blankenship** noted two revisions to the Agenda: Staff requests pulling Agenda Item 3 Resolution 2021-04 SRF Construction Loan Agreement there will be some adjustments and we will bring it back to the Council at the next meeting. The addition of Agenda Item 4, Resolution 2021-05 Opposing Florida Legislative changes to Home Rule Power.

**MOTION by Nichols; SECOND by Wright; to approve Agenda as amended. Motion carried.**

**MINUTES REVIEW**

1 Minutes, City Council meeting March 2, 2021

**MOTION by Wright; SECOND by Nichols; to approve the Minutes of the City Council meeting of March 2, 2021. Motion carried.**

**PRESENTATIONS**

Citizens on Patrol Program – Police Chief Adam Bolton

**Police Chief Bolton** said in January **Mr. Blankenship** asked me to develop a Citizens on Patrol Program. This will be volunteer based. We will provide bright yellow uniforms. The goal is to have the volunteers as community ambassadors and develop relationships. The program is based on a Lake County Sheriff's Office program. The benefits to the LCSO were wonderful.

We brought **Richard Rippy** out of retirement and he developed a 20 hour course. We included COVID and COVID protection as part of the program. It is a way to further reach out into the community. We are looking for ten volunteers for the first course. We hope to hold the actual academy in the Council Chambers.

We will do full background checks. The volunteers will be able to pick their own hours and will be under the supervision of the patrol officers. It is one more way to get further into the community. We anticipate to have volunteers on the road in the next few months.

Hours will be 7 a.m. to 10 p.m. and we will be very respectful of the time of the volunteers. The volunteers will not be carrying weapons.

**Police Chief Bolton** said there will be no firearms. The car out front is a Citizens On Patrol car and it has all the communications systems. Volunteers will be issued a standard radio.

The volunteers will not be interacting with persons who might put them in danger. There will be no interaction with criminal element. It will be a hard policy the volunteers will take no action and working with the officers on duty. They will get paid in good will equity. It is for people who enjoy being a part of the community.

Council consensus was approval of the program. **Chief Bolton** said he would love all the elected officials to participate, but they would be limited to one per training session.

**City Manager Scott Blankenship** presented the Certificate of Achievement for Excellence in Financial Reporting received by the City of Umatilla for the Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2019. Out of 20,000 cities only about 2,000 are recognized.

**Mr. Blankenship** presented Award of Financial Reporting Achievement to **Finance Director Regina Frazier**.

#### **PUBLIC COMMENT**

**Ms. Sizer**, event manager for the Barn at Southern Oaks talked about the new facility on 13 acres that is available for corporate and social events. The facility is fully air conditioned and modern looking inside. She invited the Council to visit the facility.

#### **PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

2 City of Umatilla, Airport 21.58+/- acres

a Ordinance 2021-B-1 Large Scale Comprehensive Plan Amendment, second reading

b Ordinance 2021-B-2 Rezoning, second reading

**Attorney Lewis Stone** read the ordinances by title:

#### **ORDINANCE 2021 – B - 1**

**AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3184(2)(a); AMENDING THE LAND USE DESIGNATION OF 21.58± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW DENSITY TO TRANSPORTATION/AVIATION IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY CITY OF UMATILLA; 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.**

**ORDINANCE 2021 – B - 2**

**AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 21.58 ± ACRES OF LAND ZONED LAKE COUNTY RURAL RESIDENTIAL (R-1) AND AGRICULTURE (A) TO THE DESIGNATION OF CITY AIRPORT ZONING (AZ) IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY CITY OF UMATILLA, LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; 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.**

**Attorney Stone** stated all previous testimony is carried forward to this meeting and swore in those who would be testifying.

Attorney Stone went over the restrictions in Ordinance 2021-B-2 attachment C.

There was no public comment.

**Ms. Bonifay** indicated to **Attorney Kevin Stone** that she and her clients are satisfied with the outcome.

**MOTION by Adams; SECOND by Nichols; to adopt Ordinance 2021-B-1, Large Scale Comprehensive Plan Amendment, second reading.**

**Roll call:**

**AYES: Adams, Nichols, Wright, Adcock**

**Motion carried.**

**MOTION by Nichols; SECOND by Adams; to adopt Ordinance 2021-B-2, Rezoning, second reading.**

**Roll call:**

**AYES: Adams, Nichols, Wright, Adcock**

**Motion carried.**

3 Resolution 2021-04 SRF Construction Loan WW350752 - **PULLED**

4 Resolution 2021-05 Opposition to Preemptions to Home Rule Power

**Attorney Stone** read the resolution by title:

**RESOLUTION 2021-05**

**A RESOLUTION OF THE UMATILLA CITY COUNCIL URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE UNWARRANTED OR OVERLY BROAD PREEMPTIONS OF MUNICIPAL HOME RULE POWERS; DIRECTING A COPY OF THIS RESOLUTION BE TRANSMITTED TO MEMBERS OF THE FLORIDA LEGISLATURE, THE FLORIDA LEAGUE OF CITIES, AND ANY OTHER INTERESTED PARTIES.**

**MOTION by Wright; SECOND by Nichols; to approve Resolution 2021-05 Opposition to Preemptions of Home Rule Power. Motion carried.**

### **GENERAL DISCUSSION**

Road Impact Fees

**City Manager Blankenship** discussed the unimproved roads within the city. I have been informed cities can impose some type of road impact fees. It can be by special assessment for the residents on the road with the cost of the improvements split between the property owner and the city. I would be interested in bringing back some ideas and possible solutions. We will get information together and multiple solutions to Council.

Ordinance proposal – Establishing fines for damage to city property

**City Manager Blankenship** discussed the damage to city property, particularly to the restrooms in Cadwell Park. It is vandalism and low ticket to repair. Sometimes I will work with the parents for them to pay for the damage and have the child volunteer community service.

The thought is to have a fine for damage to city property with legal teeth that we could get them to pay. The city needs some leverage.

**Chief Bolton** said there have been five incidents with the bathrooms and they were solved within an hour. The problem is there is no deterrent for the kids and it keeps occurring. Every single one gets caught by the end of the week it will happen again. The idea was a \$500 fine.

Discussion took place on how the COP program could help with this issue.

### **REPORTS**

**Mayor**

**Mayor Adcock** we had Lake County League of Cities luncheon last week. **City Manager Blankenship** said there might be additional money coming to local governments and it is not all ironed out yet. The uses are kind of up in the air. The money will be made directly to the communities.

**Council members**

**Vice Mayor Wright** talked about the large amount of scholarship funds available and the need to get the word out to the kids. I copy applications and give them to every senior I know. If you know a kid that needs help grab them and let them know.

**City Manager Blankenship** noted the local EAA Chapter awarded a \$10,000 scholarship to a young man in the aviation program who has already passed his FAA written test. **Council member Nichols** said his goal is to get his private license when he is 17.

**City Manager Blankenship** said we are having many educators coming out to look at our program. I got a call from Lake Sumter State College regarding their efforts to put together a class for aviation mechanics and drones.

**Fire Chief Lanoue** said the new kitchen is complete and invited people to come and look at the improvements.

**Meeting adjourned 6:59 p.m.**

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Kent Adcock  
Mayor

ATTEST:

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Scott Blankenship  
City Manager

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** March 24, 2021                      **MEETING DATE:** April 6, 2021  
**SUBJECT:** Resolution 2021 – 04  
**ISSUE:** State Revolving Fund, Construction Loan Agreement WW350752

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**BACKGROUND SUMMARY:** The Department of Environmental Protection provided a Loan Agreement for the construction of the Waste Water Interconnection with the City of Eustis.

The principal amount of the total SRF award is \$3,853,300. The estimated amount for Principal Forgiveness is \$3,082,640. The estimated principal amount of the loan to be repaid is \$770,600.

The loan service fee is estimated at \$77,066, which is 2% of the of the Loan amount. The financing rate is 0% as long as the loan is executed and returned to DEP by April 1, 2021.

The loan term is 30 years. Semiannual loan payments of \$14,129 are scheduled to begin on September 15, 2022 with payment dates of March 15<sup>th</sup> and September 15<sup>th</sup> until fully paid.

The project was bid and the bids received on March 4<sup>th</sup> are being reviewed by Mittauer & Associates. It is anticipated a recommendation for award will be made during the next Council meeting.

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**STAFF RECOMMENDATIONS:** Approval of Resolution 2021 – 04, SRF Construction Loan Agreement WW350752.

**FISCAL IMPACTS:** Construction Funding breakdown: Loan amount of \$498,597 with Grant amount of \$399,166.

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**COUNCIL ACTION:**

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

**RESOLUTION 2021 - 04**

**A RESOLUTION OF CITY OF UMATILLA, LAKE COUNTY, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; AUTHORIZING ENTERING INTO CONSTRUCTION LOAN AGREEMENT WW350752; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Umatilla City Council is desirous of commencing the construction of the Wastewater Interconnect with the City of Eustis; and

**WHEREAS**, the Umatilla City Council adopted Resolution 2021 – 04 on April 6, 2021, entering into a Construction Loan agreement with the State of Florida Department of Environmental Protection; and

**WHEREAS**; certain provisions are a part of the Loan Agreement;

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

**Section 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**Section 2.** Construction Loan Agreement WW350752 is attached herewith and referenced as “Exhibit A”.

**Section 3.** The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

**Section 4.** The Umatilla Mayor is hereby designated and instructed to execute the Construction Agreement on behalf of the city.

**Section 5.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**PASSED and ADOPTED this 6th Day of April, 2021.**

APPROVED AS TO FORM AND  
LEGALITY

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

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

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



ARTICLE XI - EXECUTION OF AGREEMENT

This 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 Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for  
CITY OF UMATILLA

\_\_\_\_\_  
Mayor

Attest:

I attest to the opinion expressed in Section  
2.02, entitled Legal Authorization.

\_\_\_\_\_  
City ~~Clerk~~ *Manager*

\_\_\_\_\_  
City Attorney

SEAL

for  
STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**CITY OF UMATILLA, FLORIDA**

**CLEAN WATER STATE REVOLVING FUND  
CONSTRUCTION LOAN AGREEMENT  
WW350752**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 3505  
Tallahassee, Florida 32399-3000

CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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**CLEAN WATER STATE REVOLVING FUND  
CONSTRUCTION LOAN AGREEMENT  
WW350752**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF UMATILLA, FLORIDA, (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".

**RECITALS**

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the Department; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan and Principal Forgiveness.

**AGREEMENT**

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

**1.01. WORDS AND TERMS.**

Words and terms used herein shall have the meanings set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.
- (2) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(6) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(7) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(8) "Fiscal Sustainability Plan/Asset Management Plan" shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Rule 62-503.700(7), Florida Administrative Code.

(9) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(10) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(11) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(12) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(13) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(14) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

(15) "Local Governmental Entity" means a county, municipality, or special district.

(16) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(17) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(18) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(19) "Principal Forgiveness" shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(20) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the pump station and force main in accordance with the plans and specifications accepted by the Department for the "Wastewater Interconnection with City of Eustis" contract.

The Project is in agreement with the planning documentation accepted by the Department effective August 5, 2019. A Florida Categorical Exclusion Notification was published on April 3, 2019 and no adverse comments were received.

(21) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals.

(22) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(23) "Utility System" shall mean all devices and facilities of the Water System and Sewer System owned by the Local Government.

(24) "Water System" shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

#### 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

## ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Government knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.



(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Local Government covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

## 2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

**2.03. AUDIT AND MONITORING REQUIREMENTS.**

The Local Government agrees to the following audit and monitoring requirements.

(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	\$3,853,300	140131

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the \$750,000 threshold has not been met. In the event that the Local Government expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Government's resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3123

or

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(ii) The Auditor General's Office at the following address:

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

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department at either of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General  
3900 Commonwealth Boulevard, MS 40  
Tallahassee, Florida 32399-3123

or

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was received by the Local Government from their auditors in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

### ARTICLE III - LOAN REPAYMENT ACCOUNT

#### 3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

#### 3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

#### 3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

#### 3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

### ARTICLE IV - PROJECT INFORMATION

#### 4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

#### 4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

#### 4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

#### 4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

#### 4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured. The Local Government may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

#### 4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

#### 4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

#### 4.08. LOAN DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

### ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

#### 5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year.

#### 5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

#### 5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel

of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

#### 5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

#### 5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

#### 5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

#### 5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

### ARTICLE VI - DEFAULTS AND REMEDIES

#### 6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to



Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

#### 6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

### 6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

## ARTICLE VII - THE PLEDGED REVENUES

### 7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

### 7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

## ARTICLE VIII - GENERAL PROVISIONS

### 8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

#### 8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

#### 8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

#### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

#### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

#### 8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in

Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

The Local Government agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "Guidance for Meeting EPA's Signage Requirements".

#### 8.09. DAVIS-BACON ACT REQUIREMENT.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at [Parsons.Sheryl@epamail.epa.gov](mailto:Parsons.Sheryl@epamail.epa.gov) and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

#### 8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

#### 8.11 FISCAL SUSTAINABILITY PLAN/ASSET MANAGEMENT PLAN.

Section 603(d)(1)(E) of the Federal Water Pollution Control Act requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan. Also, subsection 62-503.500(4) and 62-5005.350(5) of Florida Administrative Code requires recipients of principal forgiveness to develop and implement an Asset Management Plan that meets all the requirements in subsection 62-503.700(7), Florida Administrative Code.

The Fiscal Sustainability/ Asset Management Plan shall include, at minimum, the following elements: i) an inventory of all the assets within the Local Government's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and wastewater or stormwater flow projections, as applicable, for the sponsor's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; industrial pretreatment fees and parameters; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility (if the sponsor transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility; x) a plan to preserve the assets, as well as the renewal, replacement, and repair of the assets as necessary (such plan should incorporate a risk-benefit analysis to determine the optimum renewal or replacement time); and xii) evaluation of water and energy conservation efforts and a certification the assistance recipient will be implementing water and energy conservation efforts a part of the plan.

Failure to adopt and implement the above plan prior to the final disbursement of the Loan will reduce the Principal Forgiveness percentage to 0%.

#### 8.12. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

#### 8.13. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at

its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### 8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

(1) The Local Government abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.



## ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

### 9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

- (1) Proof of advertising.
- (2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (5) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

### 9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

- (1) Contractor insurance certifications.
- (2) Executed Contract(s).
- (3) Notices to proceed with construction.

### 9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged

portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

## ARTICLE X - DETAILS OF FINANCING

### 10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$3,853,300. Of that, the estimated amount of Principal Forgiveness is \$3,082,640. The estimated principal amount of the Loan to be repaid is \$770,660, which consists of \$770,660 to be disbursed to the Local Government and \$0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

### 10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$77,066 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of \$3,853,300. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

### 10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before April 1, 2021 the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

### 10.04. LOAN TERM.

The Loan term shall be 30 years.

### 10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal

Forgiveness plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$14,129 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall 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. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$847,726, which consists of the Loan principal and the estimated Loan Service Fee.

#### 10.06. PROJECT COSTS.

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 construction bidding or mutually agreed upon Project changes. 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 the result of an audit.

The Local Government agrees to the following estimates of Project costs:

<u>CATEGORY</u>	<u>PROJECT COSTS (\$)</u>
Construction and Demolition	5,033,000
Contingencies	503,300
Technical Services After Bid Opening	257,000
Less SJRWMD and LPA0128 Grant funding	<u>(1,940,000)</u>
SUBTOTAL (Disbursable Amount)	3,853,300
Less Principal Forgiveness	<u>(3,082,640)</u>
SUBTOTAL (Loan Amount)	770,660
Capitalized Interest	<u>0</u>
TOTAL (Loan Principal Amount)	770,660

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

- (1) This Agreement shall be effective on August 12, 2020. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.
- (2) Completion of Project construction is scheduled for March 15, 2022.
- (3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than March 15, 2022.
- (4) The first Semiannual Loan Payment in the amount of \$14,129 shall be due September 15, 2022.

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**RESOLUTION 2021-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ACCEPTING THE AIRPORT CORONAVIRUS RESPONSE GRANT PROGRAM (ACRGP) AGREEMENT 3-12-0026-013-2021 FROM THE FEDERAL AVIATION ADMINISTRATION FOR THE PURPOSE OF ASSISTING AIRPORT SPONSORS TO ADDRESS THE COVID-19 PUBLIC HEALTH EMERGENCY; AUTHORIZING CITY OFFICIALS TO EXECUTE SAID AGREEMENT; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Umatilla, Lake County, Florida on April 6, 2021, approved the Federal Aviation Administration Airport Grant Agreement 3-12-0026-013-2021 for the purpose of Airport Coronavirus Response Grant Program Funding at the Umatilla Municipal Airport.

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

1. That the Umatilla City Council accepts the ACRGP Grant Agreement 3-12-0026-013-2021 offered by the Federal Aviation Administration for funding in the amount of \$13,000 with no city match.
2. That the Mayor, Kent Adcock, or the City Manager, Scott Blankenship, are hereby authorized and directed to sign the Grant Agreement on behalf of the City of Umatilla, Lake County, Florida.
3. That the Finance Director Regina Frazier is hereby directed to amend the budget to include this funding.
4. **SAVINGS CLAUSE:** If any section, sentence, clause, phrase, or word of this Resolution is for any reason held, or declared to be, unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this Resolution without such unconstitutional, invalid, or inoperative part therein; and the remainder of this Resolution, after the exclusion of such part or parts shall be deemed and held to be valid as if such parts had not been included herein; or if this Resolution or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

**EFFECTIVE DATE:** This Resolution shall take effect immediately upon its adoption by the City Council of the City of Umatilla, Lake County, Florida, this 6<sup>th</sup> day of April, 2021.

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

Attest:

Approved as to form:  
STONE & GERKEN, PA

\_\_\_\_\_  
Scott Blankenship  
City Manager/Interim City Clerk

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

Passed First Reading: April 6, 2021  
[Seal]



U.S. Department  
of Transportation  
Federal Aviation  
Administration

FAA ORL ADO  
8427 SouthPark Circle  
Suite 524  
Orlando, FL 32819

March 30, 2021

Mr. Scott Blankenship  
Airport Manager  
Umatilla Municipal Airport  
1 South Central Avenue  
Umatilla, FL 32784

Dear Mr. Blankenship:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-12-0026-013-2021 for Umatilla Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **April 26, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A closeout report.

- Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

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

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bart Vernace".

Bart Vernace, P.E.  
Manager





U.S. Department of Transportation  
Federal Aviation Administration

**AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date March 30, 2021

Airport/Planning Area Umatilla Municipal Airport

ACRGP Grant Number 3-12-0026-013-2021

Unique Entity Identifier 079863247

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

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

**WHEREAS**, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated March 26, 2021, for a grant of Federal funds at or associated with the Umatilla Municipal Airport, which is included as part of this ACRGP Grant Agreement; and

**WHEREAS**, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Umatilla Municipal Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to Umatilla Municipal incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of

debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

**NOW THEREFORE**, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

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

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

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$13,000, allocated as follows:
  - \$13,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
  - a. The Period of Performance:
    1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
  - b. The Budget Period:
    1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
    2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
  - c. Close out and Termination.
    1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 26, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
  13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
  14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
  15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
  16. **Audits for Sponsors.**  
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
  17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
    - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
      1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
      2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
      3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
    - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**18. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

**19. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
    - A. Associated with performance under this ACRGP grant; or
    - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.

- d. Our right to terminate unilaterally that is described in paragraph A of this section:
  1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

### **SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS**

#### **CONDITIONS FOR ROLLING STOCK/EQUIPMENT -**

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
  - a. Will be maintained and used at the airport for which they were purchased; and
  - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

#### **CONDITIONS FOR UTILITIES AND LAND -**

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
  - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
  - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
  - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated March 30, 2021

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

Bart Vernace

*(Typed Name)*

Manager

*(Title of FAA Official)*



## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

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

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

Dated March 30, 2021

City of Umatilla

*(Name of Sponsor)*

Scott Blankenship

Scott Blankenship (Mar 30, 2021 14:30 EDT)

*(Signature of Sponsor's Designative Official/Representative)*

**By:** Scott Blankenship

*(Type Name of Sponsor's Designative Official/Representative)*

**Title:** Umatilla City Manager

*(Title of Sponsor's Designative Official/Representative)*

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

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

*(Signature of Sponsor's Attorney)*

## AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or “the Act”), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

#### B. Sponsor Certification.

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

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

#### FEDERAL LEGISLATION

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- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. <sup>2</sup>
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>3,4</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. <sup>1</sup>
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. <sup>1</sup>

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).<sup>1</sup>
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

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#### **FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- <sup>4</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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#### **SPECIFIC ASSURANCES**

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

##### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

##### **2. Responsibility and Authority of the Sponsor.**

###### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

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

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Consistency with Local Plans.**

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

**6. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

**7. Consultation with Users.**

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**8. Pavement Preventative Maintenance.**

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

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

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**10. Minimum Wage Rates.**

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

**11. Veteran's Preference.**

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

**12. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

### **13. Hazard Removal and Mitigation.**

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

### **14. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

### **15. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

### **16. Airport Revenues.**

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to



operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

#### **17. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### **18. Land for Federal Facilities.**

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

#### **19. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

## 20. Civil Rights.

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

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

- c. Duration

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

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

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Umatilla, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
  - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**21. Foreign Market Restrictions.**

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

**22. Policies, Standards and Specifications.**

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of March 26, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**23. Access By Intercity Buses.**

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

**24. Disadvantaged Business Enterprises.**

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

**25. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

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

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars](http://www.faa.gov/regulations_policies/advisory_circulars)

<b>Application for Federal Assistance SF-424</b>	
<b>*1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
<b>*2. Type of Application</b> * If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision *Other (Specify) _____	
<b>*3. Date Received:</b> NA	<b>4. Applicant Identifier:</b> X23 (Umatilla Municipal) Umatilla, FL
<b>*5b. Federal Entity Identifier:</b> 12-0026	<b>*5b. Federal Award Identifier:</b>
<b>State Use Only:</b>	
<b>6. Date Received by State:</b>	<b>7. State Application Identifier:</b>
<b>8. APPLICANT INFORMATION:</b>	
<b>*a. Legal Name:</b> City of Umatilla	
<b>*b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 59-6000442	<b>*c. Organizational DUNS:</b> 07-986-3247
<b>d. Address:</b>	
<b>*Street 1:</b> PO BOX 2286	
<b>Street 2:</b> _____	
<b>*City:</b> UMATILLA	
<b>County/Parish:</b> _____	
<b>*State:</b> FL	
<b>Province:</b> _____	
<b>*Country:</b> USA: United States	
<b>*Zip / Postal Code</b> 32784-2286	
<b>e. Organizational Unit:</b>	
<b>Department Name:</b>	<b>Division Name:</b>
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>	
<b>Prefix:</b> Mr. <b>*First Name:</b> Scott	
<b>Middle Name:</b> _____	
<b>*Last Name:</b> Blankenship	
<b>Suffix:</b> _____	
<b>Title:</b> City Manager	
<b>Organizational Affiliation:</b>	
<b>*Telephone Number:</b> (352) 669-3125	<b>Fax Number:</b>
<b>*Email:</b> sblankenship@umatillafl.org	

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number:**

20.106

CFDA Title:

Airport Improvement Program

**\*12. Funding Opportunity Number:**

NA

\*Title:

NA

**13. Competition Identification Number:**

NA

Title:

NA

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\*15. Descriptive Title of Applicant's Project:**

\$13,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

**Attach supporting documents as specified in agency instructions.**





**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

---

**DATE:** April 1, 2021

**MEETING DATE:** April 6, 2021

**SUBJECT:** Resolution 2021 –07 FDOT Public Transportation Grant Agreement Amendment

**ISSUE:** Airport Infrastructure Project: FDOT PTGA Amendment to Fund Change Order #1 #12

---

**BACKGROUND SUMMARY:** FDOT has amended the grant funding to the city for the Airport Infrastructure Project 444874-1-94-01 by \$15,000. This increases the total funding to \$1,169,806.

On February 11, 2021 Change Order 1 was executed by the City, P&S Paving, and FDOT for additional cost associated with increased landscape buffers and fence and gate relocation for the Hangar Infrastructure Development project at the Airport. The change order added \$46,829.25 to the original contract amount.

During construction we have been successful in realizing project savings of over \$30,000. With all major construction elements complete, a request was made for an additional \$15,000 to bridge the funding gap for the project. FDOT acknowledged the work elements were eligible and provided the attached amendment to the original grant.

**STAFF RECOMMENDATIONS:** Approval of Resolution 2021-07, Amendment No. 2 to PTGA 444874-1-94-01 in the amount of \$15,000.

**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

**RESOLUTION 2021-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ACCEPTING AN INCREASE TO PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) 444874-1-94-01 FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION INCREASING THE TOTAL FUNDING BY \$15,000 FOR THE PURPOSE OF CONSTRUCTION OF HANGAR INFRASTRUCTURE DEVELOPMENT AT THE UMATILLA MUNICIPAL AIRPORT; AUTHORIZING CITY OFFICIALS TO EXECUTE SAID AGREEMENT; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Umatilla, Lake County, Florida on April 6, 2021, approved Public Transportation Grant Agreement 444874-1-94 01 Amendment No. 2 with the State of Florida Department of Transportation, increasing the Total Project funding by \$15,000 and bringing the revised project cost to \$1,169,806 for the purpose of Design and Construction of Hangar Infrastructure Development at the Umatilla Municipal Airport.

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

1. That the Umatilla City Council accepts the increase to Public Transportation Grant Agreement 444874-1-94 01 offered by the Florida Department of Transportation for this project with FDOT funding of 100%.
2. That the Mayor, Kent Adcock, or the City Manager, Scott Blankenship, are hereby authorized and directed to sign the Public Transportation Grant Agreement on behalf of the City of Umatilla, Lake County, Florida.
3. That the Finance Director Regina Frazier is hereby directed to amend the budget to include the increase in funding.
4. **SAVINGS CLAUSE:** If any section, sentence, clause, phrase, or word of this Resolution is for any reason held, or declared to be, unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Resolution without such unconstitutional, invalid, or inoperative part therein; and the remainder of this Resolution, after the exclusion of such part or parts shall be deemed and held to be valid as if such parts had not been included herein; or if this Resolution or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

**EFFECTIVE DATE:** This Resolution shall take effect immediately upon its adoption by the City Council of the City of Umatilla, Lake County, Florida, this 6<sup>th</sup> day of April, 2021.

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

Attest:

Approved as to form:  
STONE & GERKEN, PA

\_\_\_\_\_  
Scott Blankenship  
City Manager/Interim City Clerk

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

Passed First Reading: April 6, 2021  
[Seal]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

Form 725-000-03  
 STRATEGIC  
 DEVELOPMENT  
 OGC 11/19

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 444874-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000442008
Contract Number: G1C53	Federal Award Date:		Amendment No.: 2
CFDA Number: N/A	Agency DUNS Number:	07-986- 3247	
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on \_\_\_\_\_, by and between the State of Florida, Department of Transportation (“Department”), and City of Umatilla, (“Agency”), collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the Department and the Agency on 8/27/2019 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended This amendment is to add funds for additional landscape buffer required by the City’s land development code, and a realignment of the security fence and access gate.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

Form 725-000-03  
STRATEGIC  
DEVELOPMENT  
OGC 11/19

\_\_ \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is X increased/ \_\_ decreased by \$15,000 bringing the revised total cost of the project to \$1,169,806.

The Department's participation is X increased/ \_\_ decreased by \$15,000. The Department agrees to participate in the Project cost up to the maximum amount of \$1,169,806, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY City of Umatilla

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

By: \_\_\_\_\_  
Name: Loreen Bobo, P.E.  
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

\_\_\_\_\_

## EXHIBIT A

### Project Description and Responsibilities

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Hangar Development -This project shall consist of the construction of a new 24-foot wide roadway and new 25-foot wide taxiway at the Umatilla Municipal Airport. The taxiway shall extend west from the existing parallel taxiway toward the new roadway which will run north/south from Cassidy St. toward Rose St. ending short of Rose St. with a vehicle turnaround area. Also included in this project is potable water infrastructure, sanitary sewer infrastructure, medium voltage power infrastructure, clearing and grubbing, site grading, drainage infrastructure, landscaping and irrigation, and site restoration.

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

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Hangar Infrastructure: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permit preparation and application fees, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (taxiways, access roadways), drainage, utilities, primary and back-up power supplies, pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and security systems, including all materials, equipment, labor, and incidentals required to complete this project. The Sponsor will comply with Aviation Program Assurances.

The specifics of the Project Scope for construction are described in and limited by the Revised Project Construction Documents identified as "Hangar Infrastructure Development at Umatilla Municipal Airport" prepared by GAI Consultants, Inc., dated October 2020, together with all plan and specification updates, necessary design variation, exceptions, and change orders approved by the Agency.

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

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

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

**F. Transit Operating Grant Requirements (Transit Only):**

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



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

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

**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444874-1-94-01	DDR	088719	2021	751000	55.004	Aviation Grant Program	\$520,000
444874-1-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$127,580
444874-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$507,226
444874-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$15,000
<b>Total Financial Assistance</b>							<b>\$1,169,806</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$1,169,806	\$0	\$0	\$1,169,806	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
<b>Totals</b>	<b>\$1,169,806</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,169,806</b>			

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

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

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

Joseph Jerkins

Department Grant Manager Name

*Joseph G Jerkins*  
 Signature

*3/31/2021*  
 Date

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

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

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***



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

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

**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$1,169,806

\*The award amount may change with amendments

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

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

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

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

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** March 24, 2021

**MEETING DATE:** April 6, 2021

**SUBJECT:** Bid Award

**ISSUE:** Project 2021-04 Wastewater Interconnect with the City of Eustis

---

**BACKGROUND SUMMARY:** The city bid the Wastewater Interconnection with the City of Eustis with bids due on March 4, 2021. Submittals were received from 14 companies.

There were several components to this bid: a base bid for the Umatilla Service Area; a base bid for the Eustis Service Area; Alternate Bid 1 Demolition of the Umatilla Wastewater Treatment Facility; Alternate Bid 2 the upsizing of the Eustis line from 12" to 16"; and Alternate Bid 3 Using Plug Valves on the Eustis Connection. The City of Eustis has indicated that they will pay for the upsizing of the sewer forcemain within their service area south of the County's Fire Station. Eustis has declined Alternate Bid #3 for Plug Valves.

Tim Norman, Project Engineer with Mittauer & Associates is recommending award to the apparent low bidder Southern Underground as follows:

Base bid Umatilla Service Area:	\$3,074,597.00
Base bid Eustis Service Area:	\$2,496,100.00
Alternate Bid #1:	\$ 25,000.00
Alternate Bid #2:	<u>\$ 771,850.00</u>
<b>TOTAL AWARD:</b>	<b>\$6,367,547.00</b>

---

**STAFF RECOMMENDATIONS:** Approval with bid award to Southern Underground

**FISCAL IMPACTS:**

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**COUNCIL ACTION:**

Reviewed by City Attorney    Yes            No            vN/A

Reviewed by City Engineer    Yes            No            vN/A



**MITTAUER**  
**& ASSOCIATES, INC.**  
CONSULTING ENGINEERS &  
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD  
ORANGE PARK, FL 32073  
PHONE: (904) 278-0030  
FAX: (904) 278-0840  
WWW.MITTAUER.COM

March 31, 2021

Mayor and City Council  
City of Umatilla  
P.O. Box 2286  
Umatilla, FL 32784

RE: Engineer's Recommendation of Award  
SRF Wastewater Interconnection with City of Eustis  
SRF Project No. WW350750/SG350751  
City of Umatilla, Florida  
Mittauer & Associates, Inc. Project No. 1402-03-1

Dear Mayor and City Council Members:

On March 4, 2021, fourteen (14) bids were received in response to the City's Invitation to Bid on the SRF Wastewater Interconnection with City of Eustis project. We have reviewed the bids and have found the below listed Contractor to be low bidder for this project. Attached is a copy of the Certified Bid Tabulation which we have prepared. We have checked Southern Underground Industries, Inc.'s references and experience and found them to be very favorable. Contingent upon approval by the Florida Department of Environmental Protection and your attorney, as well as receipt of proper bonds and insurance certificates, we recommend that the project be awarded as follows:

CONTRACTOR: Southern Underground Industries, Inc.  
1454 SW 13<sup>th</sup> Court  
Pompano Beach, FL 33069  
Tel: (954) 590-0322  
Email: belseri111@southernundergroundindustries.com

TOTAL AWARD AMOUNT:	Base Bid - Umatilla Service Area	\$3,074,597.00
	Base Bid - Eustis Service Area	\$2,496,100.00
	Additive Alternate No. 1 - Demo	\$25,000.00
	Additive Alternate No. 2 - Upsize FM	<u>\$771,850.00</u>
	<b>TOTAL AWARD AMOUNT</b>	<b>\$6,367,547.00</b>

Additive Alternate No.1 involves demolition of the existing concrete structures at the Umatilla wastewater plant. Additive Alternate No. 2 involves upsizing the force main within the City of Eustis' service area, which will be funded by the City of Eustis.

Mayor and City Council  
March 31, 2021  
Page 2

The funds available for Umatilla's portion of the project include \$3,853,300 from FDEP SRF; \$1,500,000 from SJRWMD Cost-Share; and \$500,000 from Legislative Appropriation LPA0128 for a total of \$5,853,300.00. Including the \$313,000.00 for engineering services during construction and \$278,536.00 in construction contingency results in a funding shortfall of \$368,958.00. This shortfall can be funded with additional SRF loan funds, which have already been requested and should be available in May of 2021.

We look forward to continuing our services on the Construction Phase of this project. As always, we remain available to answer any questions.

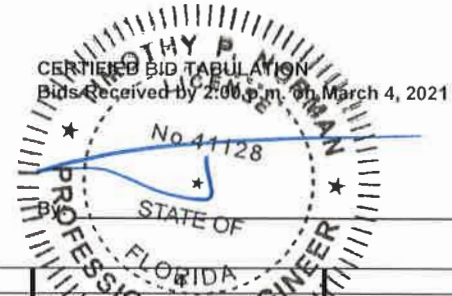
Sincerely yours,  
Mittauer & Associates, Inc.

A handwritten signature in black ink, appearing to read 'Timothy P. Norman', written over a horizontal line.

Timothy P. Norman, P.E.  
Vice President

TPN/pj  
Enclosure

SRF Wastewater Interconnection with City of Eustis  
 SRF Agreement No. WW350750/SG350751  
 City Bid No. 2021-01  
 City of Umatilla, Florida  
 Mittauer & Associates, Inc. Project No. 1403-02-1



Item No.	Item Description	Est. Qty.	Unit	1		2		3		5		6		7		8			
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
<b>BASE BID - 12" FORCE MAIN WITHIN UMATILLA SERVICE AREA</b>																			
1	Mobilization & General Conditions	1	LS	\$154,175.00	\$154,175.00	\$75,000.00	\$75,000.00	\$311,812.19	\$311,812.19	\$149,890.00	\$149,890.00	\$90,000.00	\$90,000.00	\$106,850.00	\$106,850.00	\$275,550.00	\$275,550.00	\$240,000.00	\$240,000.00
2	Work at Umatilla WWTF	1	LS	\$1,735,000.00	\$1,735,000.00	\$2,150,000.00	\$2,150,000.00	\$1,812,730.54	\$1,812,730.54	\$2,106,000.00	\$2,106,000.00	\$1,935,000.00	\$1,935,000.00	\$2,316,520.00	\$2,316,520.00	\$1,829,750.00	\$1,829,750.00	\$1,832,000.00	\$1,832,000.00
3	12" PVC Force Main, Conventional Install	7,500	LF	\$40.00	\$300,000.00	\$50.00	\$375,000.00	\$31.51	\$236,325.00	\$34.60	\$259,500.00	\$43.00	\$322,500.00	\$24.20	\$181,500.00	\$40.00	\$300,000.00	\$36.00	\$270,000.00
4	12" Fusible PVC Force Main, Directionally Drilled	4,400	LF	\$109.00	\$479,600.00	\$75.00	\$330,000.00	\$99.36	\$437,184.00	\$107.00	\$470,800.00	\$95.00	\$418,000.00	\$111.30	\$489,720.00	\$100.00	\$440,000.00	\$108.00	\$475,200.00
5	Ductile Iron Fittings, Epoxy-Lined	4,000	Lbs	\$12.00	\$48,000.00	\$8.50	\$34,000.00	\$11.46	\$45,840.00	\$10.65	\$42,600.00	\$5.00	\$20,000.00	\$10.70	\$42,800.00	\$10.00	\$40,000.00	\$13.00	\$52,000.00
6	Gate Valve & Box																		
a	12"	12	EA	\$4,926.00	\$59,112.00	\$2,750.00	\$33,000.00	\$3,344.50	\$40,134.00	\$2,330.00	\$27,960.00	\$4,100.00	\$49,200.00	\$2,660.00	\$31,920.00	\$3,430.00	\$41,160.00	\$3,400.00	\$40,800.00
b	6"	1	EA	\$3,450.00	\$3,450.00	\$1,350.00	\$1,350.00	\$2,384.06	\$2,384.06	\$1,000.00	\$1,000.00	\$1,900.00	\$1,900.00	\$1,070.00	\$1,070.00	\$1,450.00	\$1,450.00	\$1,700.00	\$1,700.00
7	Connection to Existing 6" Force Main	1	EA	\$2,900.00	\$2,900.00	\$3,500.00	\$3,500.00	\$7,117.83	\$7,117.83	\$2,825.00	\$2,825.00	\$7,500.00	\$7,500.00	\$3,515.00	\$3,515.00	\$2,330.00	\$2,330.00	\$11,500.00	\$11,500.00
8	Air Release Valve Assembly	9	EA	\$10,500.00	\$94,500.00	\$8,500.00	\$76,500.00	\$8,580.41	\$77,223.69	\$9,115.00	\$82,035.00	\$9,500.00	\$85,500.00	\$10,640.00	\$95,760.00	\$11,750.00	\$105,750.00	\$7,800.00	\$70,200.00
9	Metering/Sampling Station	1	LS	\$29,900.00	\$29,900.00	\$100,000.00	\$100,000.00	\$45,540.09	\$45,540.09	\$112,370.00	\$112,370.00	\$65,000.00	\$65,000.00	\$59,825.00	\$59,825.00	\$34,900.00	\$34,900.00	\$91,500.00	\$91,500.00
10	Clearing & Grubbing	1	LS	\$7,100.00	\$7,100.00	\$12,500.00	\$12,500.00	\$40,527.81	\$40,527.81	\$8,515.00	\$8,515.00	\$17,500.00	\$17,500.00	\$13,775.00	\$13,775.00	\$18,500.00	\$18,500.00	\$20,000.00	\$20,000.00
11	Removal & Replacement of Unsuitable Soils	1,000	LF	\$23.00	\$23,000.00	\$10.00	\$10,000.00	\$40.70	\$40,700.00	\$31.60	\$31,600.00	\$30.00	\$30,000.00	\$8.00	\$8,000.00	\$25.00	\$25,000.00	\$26.00	\$26,000.00
12	Concrete Encasement & Specials	100	CY	\$400.00	\$40,000.00	\$215.00	\$21,500.00	\$368.10	\$36,810.00	\$407.00	\$40,700.00	\$300.00	\$30,000.00	\$200.00	\$20,000.00	\$345.00	\$34,500.00	\$390.00	\$39,000.00
13	Asphalt Roadway/Driveway Restoration	120	LF	\$13.00	\$1,560.00	\$75.00	\$9,000.00	\$53.99	\$6,478.80	\$70.00	\$8,400.00	\$120.00	\$14,400.00	\$210.00	\$25,200.00	\$75.00	\$9,000.00	\$175.00	\$21,000.00
14	Asphaltic Overlay	300	SY	\$35.00	\$10,500.00	\$50.00	\$15,000.00	\$33.42	\$10,026.00	\$30.25	\$9,075.00	\$45.00	\$13,500.00	\$30.00	\$9,000.00	\$25.00	\$7,500.00	\$45.00	\$13,500.00
15	Concrete Sidewalk/Driveway Restoration	80	LF	\$50.00	\$4,000.00	\$100.00	\$8,000.00	\$127.47	\$10,197.60	\$40.50	\$3,240.00	\$105.00	\$8,400.00	\$72.90	\$5,832.00	\$43.00	\$3,440.00	\$250.00	\$20,000.00
16	Stabilized Roadway/Driveway Restoration	900	LF	\$33.00	\$29,700.00	\$50.00	\$45,000.00	\$36.48	\$32,832.00	\$10.30	\$9,270.00	\$14.00	\$12,600.00	\$10.40	\$9,360.00	\$30.00	\$27,000.00	\$15.00	\$13,500.00
17	Grassing																		
a	Seed & Mulch	3,200	LF	\$2.50	\$8,000.00	\$5.00	\$16,000.00	\$4.09	\$13,088.00	\$3.25	\$10,400.00	\$1.00	\$3,200.00	\$1.20	\$3,840.00	\$3.00	\$9,600.00	\$3.75	\$12,000.00
b	Sodding	3,200	LF	\$3.00	\$9,600.00	\$7.00	\$22,400.00	\$11.98	\$38,336.00	\$7.55	\$24,160.00	\$7.00	\$22,400.00	\$6.40	\$20,480.00	\$9.00	\$28,800.00	\$8.50	\$27,200.00
18	Pressure Testing & Flushing	1	LS	\$19,000.00	\$19,000.00	\$15,000.00	\$15,000.00	\$10,794.60	\$10,794.60	\$27,610.00	\$27,610.00	\$15,000.00	\$15,000.00	\$13,090.00	\$13,090.00	\$13,800.00	\$13,800.00	\$30,000.00	\$30,000.00
19	Demobilization & Project Closeout	1	LS	\$15,500.00	\$15,500.00	\$50,000.00	\$50,000.00	\$57,784.03	\$57,784.03	\$2,270.00	\$2,270.00	\$5,000.00	\$5,000.00	\$5,695.00	\$5,695.00	\$34,700.00	\$34,700.00	\$15,000.00	\$15,000.00
<b>TOTAL BASE BID - 12" FORCE MAIN WITHIN UMATILLA SERVICE</b>					<b>\$3,074,597.00</b>		<b>\$3,402,750.00</b>		<b>\$3,313,866.24</b>		<b>\$3,430,220.00</b>		<b>\$3,166,600.00</b>		<b>\$3,463,752.00</b>		<b>\$3,282,730.00</b>		<b>\$3,322,100.00</b>

Item No.	Item Description	Est. Qty.	Unit	9		10		11		12		13		14	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE BID - 12" FORCE MAIN WITHIN UMATILLA SERVICE AREA</b>															
1	Mobilization & General Conditions	1	LS	\$180,000.00	\$180,000.00	\$190,000.00	\$190,000.00	\$150,000.00	\$150,000.00	\$350,000.00	\$350,000.00	\$80,000.00	\$80,000.00	\$414,000.00	\$414,000.00
2	Work at Umatilla WWTF	1	LS	\$1,800,000.00	\$1,800,000.00	\$2,033,800.00	\$2,033,800.00	\$2,500,000.00	\$2,500,000.00	\$2,100,000.00	\$2,100,000.00	\$2,831,762.00	\$2,831,762.00	\$3,191,500.00	\$3,191,500.00
3	12" PVC Force Main, Conventional Install	7,500	LF	\$51.00	\$382,500.00	\$40.00	\$300,000.00	\$30.00	\$225,000.00	\$43.00	\$322,500.00	\$56.00	\$420,000.00	\$40.00	\$300,000.00
4	12" Fusible PVC Force Main, Directionally Drilled	4,400	LF	\$104.00	\$457,600.00	\$115.00	\$506,000.00	\$115.00	\$506,000.00	\$120.00	\$528,000.00	\$96.00	\$422,400.00	\$110.00	\$484,000.00
5	Ductile Iron Fittings, Epoxy-Lined	4,000	Lbs	\$12.00	\$48,000.00	\$12.00	\$48,000.00	\$18.00	\$72,000.00	\$7.00	\$28,000.00	\$7.00	\$28,000.00	\$7.80	\$31,200.00
6	Gate Valve & Box														
a	12"	12	EA	\$2,881.00	\$34,572.00	\$2,800.00	\$33,600.00	\$2,485.00	\$29,820.00	\$5,000.00	\$60,000.00	\$2,984.00	\$35,808.00	\$2,400.00	\$28,800.00
b	6"	1	EA	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,040.00	\$1,040.00	\$1,800.00	\$1,800.00	\$1,697.00	\$1,697.00	\$990.00	\$990.00
7	Connection to Existing 6" Force Main	1	EA	\$4,200.00	\$4,200.00	\$8,500.00	\$8,500.00	\$908.00	\$908.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$4,200.00	\$4,200.00
8	Air Release Valve Assembly	9	EA	\$6,000.00	\$54,000.00	\$9,000.00	\$81,000.00	\$7,500.00	\$67,500.00	\$7,000.00	\$63,000.00	\$10,700.00	\$96,300.00	\$8,200.00	\$73,800.00
9	Metering/Sampling Station	1	LS	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,900.00	\$40,900.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$42,000.00	\$42,000.00
10	Clearing & Grubbing	1	LS	\$100,000.00	\$100,000.00	\$75,000.00	\$75,000.00	\$72,870.00	\$72,870.00	\$141,000.00	\$141,000.00	\$35,000.00	\$35,000.00	\$28,000.00	\$28,000.00
11	Removal & Replacement of Unsuitable Soils	1,000	LF	\$18.00	\$18,000.00	\$10.00	\$10,000.00	\$22.00	\$22,000.00	\$20.00	\$20,000.00	\$11.00	\$11,000.00	\$5.00	\$5,000.00
12	Concrete Encasement & Specials	100	CY	\$350.00	\$35,000.00	\$130.00	\$13,000.00	\$160.00	\$16,000.00	\$220.00	\$22,000.00	\$160.00	\$16,000.00	\$180.00	\$18,000.00
13	Asphalt Roadway/Driveway Restoration	120	LF	\$150.00	\$18,000.00	\$220.00	\$26,400.00	\$52.00	\$6,240.00	\$87.00	\$10,440.00	\$95.00	\$11,400.00	\$57.00	\$6,840.00
14	Asphaltic Overlay	300	SY	\$30.00	\$9,000.00	\$26.00	\$7,800.00	\$16.50	\$4,950.00	\$20.00	\$6,000.00	\$47.00	\$14,100.00	\$15.00	\$4,500.00
15	Concrete Sidewalk/Driveway Restoration	80	LF	\$75.00	\$6,000.00	\$95.00	\$7,600.00	\$19.30	\$1,544.00	\$120.00	\$9,600.00	\$45.00	\$3,600.00	\$30.00	\$2,400.00
16	Stabilized Roadway/Driveway Restoration	900	LF	\$12.00	\$10,800.00	\$19.00	\$17,100.00	\$6.40	\$5,760.00	\$25.00	\$22,500.00	\$14.00	\$12,600.00	\$11.00	\$9,900.00
17	Grassing														
a	Seed & Mulch	3,200	LF	\$2.00	\$6,400.00	\$1.00	\$3,200.00	\$0.95	\$3,040.00	\$2.00	\$6,400.00	\$1.00	\$3,200.00	\$1.10	\$3,520.00
b	Sodding	3,200	LF	\$6.88	\$22,016.00	\$10.00	\$32,000.00	\$4.65	\$14,880.00	\$9.00	\$28,800.00	\$3.50	\$11,200.00	\$7.70	\$24,640.00
18	Pressure Testing & Flushing	1	LS	\$15,000.00	\$15,000.00	\$65,000.00	\$65,000.00	\$32,796.00	\$32,796.00	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00	\$24,000.00	\$24,000.00
19	Demobilization & Project Closeout	1	LS	\$50,000.00	\$50,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$3,500.00	\$3,500.00	\$10,500.00	\$10,500.00	\$550.00	\$550.00
<b>TOTAL BASE BID - 12" FORCE MAIN WITHIN UMATILLA SERVICE</b>					<b>\$3,292,288.00</b>		<b>\$3,514,200.00</b>		<b>\$3,798,248.00</b>		<b>\$3,813,540.00</b>		<b>\$4,136,067.00</b>		<b>\$4,697,840.00</b>

Item No.	Item Description	Est. Qty.	Unit	1		2		3		4		5		6		7		8	
				Southern Underground Industries, Inc.		General Underground, LLC		Intercounty Engineering, Inc.		Utility Systems Construction, LLC (PWC Joint Venture, LLC)		Hazen Construction, LLC		Art Walker Construction, Inc.		SanPik, Inc.		Pospiech Contracting, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE BID - 12" FORCE MAIN WITHIN EUSTIS SERVICE AREA</b>																			
1	Mobilization & General Conditions	1	LS	\$159,000.00	\$159,000.00	\$65,625.00	\$65,625.00	\$173,352.10	\$173,352.10	\$158,965.00	\$158,965.00	\$90,000.00	\$90,000.00	\$198,365.00	\$198,365.00	\$239,500.00	\$239,500.00	\$240,000.00	\$240,000.00
2	12" PVC Force Main, Conventional Install	11,000	LF	\$40.00	\$440,000.00	\$50.00	\$550,000.00	\$31.46	\$346,060.00	\$35.20	\$387,200.00	\$43.00	\$473,000.00	\$24.90	\$273,900.00	\$40.00	\$440,000.00	\$39.00	\$429,000.00
3	12" Fusible PVC Force Main, Directionally Drilled	10,000	LF	\$104.00	\$1,040,000.00	\$75.00	\$750,000.00	\$96.21	\$962,100.00	\$102.30	\$1,023,000.00	\$95.00	\$950,000.00	\$113.10	\$1,131,000.00	\$100.00	\$1,000,000.00	\$106.00	\$1,060,000.00
4	Ductile Iron Fittings, Epoxy-Lined	6,000	Lbs	\$15.00	\$90,000.00	\$8.50	\$51,000.00	\$12.77	\$76,620.00	\$14.10	\$84,600.00	\$5.00	\$30,000.00	\$9.25	\$55,500.00	\$10.00	\$60,000.00	\$12.50	\$75,000.00
5	12" MF Gate Valve & Box	22	EA	\$4,900.00	\$107,800.00	\$2,750.00	\$60,500.00	\$2,934.37	\$64,556.14	\$2,330.00	\$51,260.00	\$4,100.00	\$90,200.00	\$2,700.00	\$59,400.00	\$3,430.00	\$75,460.00	\$3,400.00	\$74,800.00
6	Air Release Valve Assembly	19	EA	\$13,500.00	\$256,500.00	\$10,500.00	\$199,500.00	\$11,071.22	\$210,353.18	\$8,910.00	\$169,290.00	\$8,700.00	\$165,300.00	\$13,080.00	\$248,520.00	\$11,050.00	\$209,950.00	\$7,800.00	\$148,200.00
7	18" PVC Gravity Sewer	670	LF	\$93.00	\$62,310.00	\$100.00	\$67,000.00	\$103.92	\$69,626.40	\$127.00	\$85,090.00	\$65.00	\$43,550.00	\$46.40	\$31,088.00	\$145.00	\$97,150.00	\$135.00	\$90,450.00
8	Sanitary Manhole																		
a.	Standard	1	EA	\$3,490.00	\$3,490.00	\$25,000.00	\$25,000.00	\$15,582.90	\$15,582.90	\$8,495.00	\$8,495.00	\$14,500.00	\$14,500.00	\$8,285.00	\$8,285.00	\$12,600.00	\$12,600.00	\$4,600.00	\$4,600.00
b.	Intercept	1	EA	\$3,500.00	\$3,500.00	\$30,000.00	\$30,000.00	\$15,582.90	\$15,582.90	\$32,325.00	\$32,325.00	\$42,000.00	\$42,000.00	\$36,760.00	\$36,760.00	\$24,300.00	\$24,300.00	\$46,000.00	\$46,000.00
9	Clearing & Grubbing	1	LS	\$7,100.00	\$7,100.00	\$12,500.00	\$12,500.00	\$54,362.24	\$54,362.24	\$17,025.00	\$17,025.00	\$15,000.00	\$15,000.00	\$32,525.00	\$32,525.00	\$18,500.00	\$18,500.00	\$52,500.00	\$52,500.00
10	Removal & Replacement of Unsuitable Soils	2,500	LF	\$28.00	\$70,000.00	\$10.00	\$25,000.00	\$32.28	\$80,700.00	\$31.60	\$79,000.00	\$30.00	\$75,000.00	\$8.00	\$20,000.00	\$25.00	\$62,500.00	\$26.00	\$65,000.00
11	Concrete Encasement & Specials	200	CY	\$400.00	\$80,000.00	\$215.00	\$43,000.00	\$368.10	\$73,620.00	\$385.00	\$77,000.00	\$300.00	\$60,000.00	\$200.00	\$40,000.00	\$345.00	\$69,000.00	\$390.00	\$78,000.00
12	Asphalt Roadway/Driveway Restoration	2,300	LF	\$23.00	\$52,900.00	\$75.00	\$172,500.00	\$53.99	\$124,177.00	\$36.75	\$84,525.00	\$165.00	\$379,500.00	\$65.00	\$149,500.00	\$85.00	\$195,500.00	\$61.00	\$140,300.00
13	Asphaltic Overlay	4,000	SY	\$13.00	\$52,000.00	\$25.00	\$100,000.00	\$10.29	\$41,160.00	\$9.20	\$36,800.00	\$45.00	\$180,000.00	\$30.00	\$120,000.00	\$17.00	\$68,000.00	\$11.50	\$46,000.00
14	Concrete Sidewalk/Driveway Restoration	100	LF	\$50.00	\$5,000.00	\$250.00	\$25,000.00	\$127.47	\$12,747.00	\$40.50	\$4,050.00	\$105.00	\$10,500.00	\$72.90	\$7,290.00	\$43.00	\$4,300.00	\$250.00	\$25,000.00
15	Stabilized Roadway/Driveway Restoration	100	LF	\$95.00	\$9,500.00	\$50.00	\$5,000.00	\$75.34	\$7,534.00	\$11.40	\$1,140.00	\$14.00	\$1,400.00	\$2.90	\$290.00	\$30.00	\$3,000.00	\$27.00	\$2,700.00
16	Grassing																		
a.	Seed & Mulch	5,000	LF	\$2.50	\$12,500.00	\$5.00	\$25,000.00	\$4.09	\$20,450.00	\$3.25	\$16,250.00	\$1.00	\$5,000.00	\$1.20	\$6,000.00	\$3.00	\$15,000.00	\$3.75	\$18,750.00
b.	Sodding	4,500	LF	\$4.00	\$18,000.00	\$7.00	\$31,500.00	\$11.50	\$51,750.00	\$7.55	\$33,975.00	\$7.00	\$31,500.00	\$6.35	\$28,575.00	\$9.00	\$40,500.00	\$8.50	\$38,250.00
17	Pressure Testing & Flushing	1	LS	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00	\$21,395.20	\$21,395.20	\$48,725.00	\$48,725.00	\$15,000.00	\$15,000.00	\$23,100.00	\$23,100.00	\$24,150.00	\$24,150.00	\$51,000.00	\$51,000.00
18	Demobilization & Project Closeout	1	LS	\$15,500.00	\$15,500.00	\$50,000.00	\$50,000.00	\$52,005.63	\$52,005.63	\$2,270.00	\$2,270.00	\$5,000.00	\$5,000.00	\$8,350.00	\$8,350.00	\$11,500.00	\$11,500.00	\$20,000.00	\$20,000.00
<b>TOTAL BASE BID - 12" FORCE MAIN WITHIN EUSTIS SERVICE AREA</b>				<b>\$2,496,100.00</b>	<b>\$2,303,125.00</b>	<b>\$2,473,734.69</b>	<b>\$2,400,985.00</b>	<b>\$2,676,450.00</b>	<b>\$2,478,448.00</b>	<b>\$2,670,910.00</b>	<b>\$2,705,550.00</b>								

Item No.	Item Description	Est. Qty.	Unit	9		10		11		12		13		14	
				Built-Rite Construction of Central Florida, Inc.		DB Civil Construction, LLC		Commercial Industrial Corp.		Carr & Collier, Inc.		T B Landmark Construction, Inc.		Amici Engineering Contractors, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE BID - 12" FORCE MAIN WITHIN EUSTIS SERVICE AREA</b>															
1	Mobilization & General Conditions	1	LS	\$230,000.00	\$230,000.00	\$175,000.00	\$175,000.00	\$100,000.00	\$100,000.00	\$208,000.00	\$208,000.00	\$87,000.00	\$87,000.00	\$253,000.00	\$253,000.00
2	12" PVC Force Main, Conventional Install	11,000	LF	\$51.00	\$561,000.00	\$40.00	\$440,000.00	\$30.00	\$330,000.00	\$43.00	\$473,000.00	\$57.00	\$627,000.00	\$40.00	\$440,000.00
3	12" Fusible PVC Force Main, Directionally Drilled	10,000	LF	\$104.00	\$1,040,000.00	\$115.00	\$1,150,000.00	\$115.00	\$1,150,000.00	\$120.00	\$1,200,000.00	\$97.00	\$970,000.00	\$110.00	\$1,100,000.00
4	Ductile Iron Fittings, Epoxy-Lined	6,000	Lbs	\$12.00	\$72,000.00	\$12.00	\$72,000.00	\$21.00	\$126,000.00	\$7.00	\$42,000.00	\$6.00	\$36,000.00	\$7.80	\$46,800.00
5	12" MF Gate Valve & Box	22	EA	\$2,881.00	\$63,382.00	\$2,800.00	\$61,600.00	\$2,900.00	\$63,800.00	\$5,000.00	\$110,000.00	\$2,984.00	\$65,648.00	\$2,300.00	\$50,600.00
6	Air Release Valve Assembly	19	EA	\$6,000.00	\$114,000.00	\$10,000.00	\$190,000.00	\$11,262.00	\$213,978.00	\$7,000.00	\$133,000.00	\$14,325.00	\$272,175.00	\$8,200.00	\$155,800.00
7	18" PVC Gravity Sewer	670	LF	\$126.00	\$84,420.00	\$110.00	\$73,700.00	\$110.00	\$73,700.00	\$160.00	\$107,200.00	\$160.00	\$107,200.00	\$78.00	\$52,260.00
8	Sanitary Manhole														
a.	Standard	1	EA	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$8,787.00	\$8,787.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$9,300.00	\$9,300.00
b.	Intercept	1	EA	\$9,500.00	\$9,500.00	\$35,000.00	\$35,000.00	\$13,715.00	\$13,715.00	\$30,000.00	\$30,000.00	\$27,000.00	\$27,000.00	\$19,000.00	\$19,000.00
9	Clearing & Grubbing	1	LS	\$150,000.00	\$150,000.00	\$50,000.00	\$50,000.00	\$72,868.00	\$72,868.00	\$65,000.00	\$65,000.00	\$35,000.00	\$35,000.00	\$55,000.00	\$55,000.00
10	Removal & Replacement of Unsuitable Soils	2,500	LF	\$18.00	\$45,000.00	\$10.00	\$25,000.00	\$22.00	\$55,000.00	\$15.00	\$37,500.00	\$10.00	\$25,000.00	\$5.00	\$12,500.00
11	Concrete Encasement & Specials	200	CY	\$350.00	\$70,000.00	\$130.00	\$26,000.00	\$160.00	\$32,000.00	\$220.00	\$44,000.00	\$160.00	\$32,000.00	\$180.00	\$36,000.00
12	Asphalt Roadway/Driveway Restoration	2,300	LF	\$75.00	\$172,500.00	\$75.00	\$172,500.00	\$54.00	\$124,200.00	\$85.00	\$195,500.00	\$40.00	\$92,000.00	\$57.00	\$131,100.00
13	Asphaltic Overlay	4,000	SY	\$30.00	\$120,000.00	\$12.00	\$48,000.00	\$9.00	\$36,000.00	\$20.00	\$80,000.00	\$22.00	\$88,000.00	\$15.00	\$60,000.00
14	Concrete Sidewalk/Driveway Restoration	100	LF	\$75.00	\$7,500.00	\$80.00	\$8,000.00	\$19.25	\$1,925.00	\$120.00	\$12,000.00	\$46.00	\$4,600.00	\$30.00	\$3,000.00
15	Stabilized Roadway/Driveway Restoration	100	LF	\$12.00	\$1,200.00	\$19.00	\$1,900.00	\$11.55	\$1,155.00	\$40.00	\$4,000.00	\$35.00	\$3,500.00	\$11.00	\$1,100.00
16	Grassing														
a.	Seed & Mulch	5,000	LF	\$2.00	\$10,000.00	\$1.00	\$5,000.00	\$0.95	\$4,750.00	\$2.00	\$10,000.00	\$1.00	\$5,000.00	\$1.10	\$5,500.00
b.	Sodding	4,500	LF	\$6.88	\$30,960.00	\$10.00	\$45,000.00	\$4.95	\$22,275.00	\$9.00	\$40,500.00	\$3.50	\$15,750.00	\$7.70	\$34,650.00
17	Pressure Testing & Flushing	1	LS	\$31,000.00	\$31,000.00	\$70,000.00	\$70,000.00	\$10,932.00	\$10,932.00	\$12,000.00	\$12,000.00	\$14,464.00	\$14,464.00	\$31,000.00	\$31,000.00
18	Demobilization & Project Closeout	1	LS	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$3,500.00	\$3,500.00	\$10,560.00	\$10,560.00	\$550.00	\$550.00
<b>TOTAL BASE BID - 12" FORCE MAIN WITHIN EUSTIS SERVICE AREA</b>				<b>\$2,842,962.00</b>	<b>\$2,673,700.00</b>	<b>\$2,456,085.00</b>	<b>\$2,822,200.00</b>	<b>\$2,532,897.00</b>	<b>\$2,497,160.00</b>						

Item No.	Item Description	Est. Qty.	Unit	1		2		3		4		5		6		7		8	
				Southern Underground Industries, Inc.		General Underground, LLC		Intercounty Engineering, Inc.		Utility Systems Construction, LLC (PWC Joint Venture, LLC)		Hazen Construction, LLC		Art Walker Construction, Inc.		SanPik, Inc.		Pospiech Contracting, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>ADDITIVE ALTERNATE NO. 1 - DEMOLITION AND REMOVAL OF CONCRETE STRUCTURES AT UMATILLA WWTF</b>																			
1	Demolish & Remove Concrete Tanks/Structures at WWTF	1	LS	\$25,000.00	\$25,000.00	\$160,000.00	\$160,000.00	\$224,525.70	\$224,525.70	\$194,400.00	\$194,400.00	\$375,000.00	\$375,000.00	\$225,500.00	\$225,500.00	\$265,000.00	\$265,000.00	\$158,000.00	\$158,000.00
<b>TOTAL - ADDITIVE ALTERNATE NO. 1</b>				<b>\$25,000.00</b>	<b>\$25,000.00</b>	<b>\$160,000.00</b>	<b>\$160,000.00</b>	<b>\$224,525.70</b>	<b>\$224,525.70</b>	<b>\$194,400.00</b>	<b>\$194,400.00</b>	<b>\$375,000.00</b>	<b>\$375,000.00</b>	<b>\$225,500.00</b>	<b>\$225,500.00</b>	<b>\$265,000.00</b>	<b>\$265,000.00</b>	<b>\$158,000.00</b>	<b>\$158,000.00</b>

Item No.	Item Description	Est. Qty.	Unit	9		10		11		12		13		14	
				Built-Rite Construction of Central Florida, Inc.		DB Civil Construction, LLC		Commercial Industrial Corp.		Carr & Collier, Inc.		T B Landmark Construction, Inc.		Amici Engineering Contractors, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>ADDITIVE ALTERNATE NO. 1 - DEMOLITION AND REMOVAL OF CONCRETE STRUCTURES AT UMATILLA WWTF</b>															
1	Demolish & Remove Concrete Tanks/Structures at WWTF	1	LS	\$475,000.00	\$475,000.00	\$63,900.00	\$63,900.00	\$150,000.00	\$150,000.00	\$137,000.00	\$137,000.00	\$312,000.00	\$312,000.00	\$385,000.00	\$385,000.00
<b>TOTAL - ADDITIVE ALTERNATE NO. 1</b>				<b>\$475,000.00</b>	<b>\$475,000.00</b>	<b>\$63,900.00</b>	<b>\$63,900.00</b>	<b>\$150,000.00</b>	<b>\$150,000.00</b>	<b>\$137,000.00</b>	<b>\$137,000.00</b>	<b>\$312,000.00</b>	<b>\$312,000.00</b>	<b>\$385,000.00</b>	<b>\$385,000.00</b>

Item No.	Item Description	Est. Qty.	Unit	1		2		3		4		5		6		7		8	
				Southern Underground Industries, Inc.		General Underground, LLC		Intercounty Engineering, Inc.		Utility Systems Construction, LLC (PWC Joint Venture, LLC)		Hazen Construction, LLC		Art Walker Construction, Inc.		SanPik, Inc.		Pospiech Contracting, Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>ADDITIVE ALTERNATE NO. 2 - 16" FORCE MAIN IN LIEU OF 12" WITHIN EUSTIS SERVICE AREA</b>																			
1	Mobilization & General Conditions	1	LS	\$136,000.00	\$136,000.00	\$112,917.75	\$112,917.75	\$173,352.10	\$173,352.10	\$158,965.00	\$158,965.00	\$90,000.00	\$90,000.00	\$207,935.00	\$207,935.00	\$286,000.00	\$286,000.00	\$240,000.00	\$240,000.00
2	16" PVC Force Main, Conventional Install	11,000	LF	\$62.00	\$682,000.00	\$75.00	\$825,000.00	\$47.24	\$519,640.00	\$49.10	\$540,100.00	\$59.00	\$649,000.00	\$41.05	\$451,550.00	\$60.00	\$660,000.00	\$58.00	\$638,000.00
3	16" Fusible PVC Force Main, Directionally Drilled	10,000	LF	\$147.00	\$1,470,000.00	\$150.00	\$1,500,000.00	\$141.11	\$1,411,100.00	\$143.90	\$1,439,000.00	\$150.00	\$1,500,000.00	\$169.45	\$1,694,500.00	\$145.00	\$1,450,000.00	\$178.00	\$1,780,000.00
4	Ductile Iron Fittings, Epoxy-Lined	12,000	Lbs	\$11.00	\$132,000.00	\$13.00	\$156,000.00	\$6.39	\$76,680.00	\$13.90	\$166,800.00	\$5.00	\$60,000.00	\$8.70	\$104,400.00	\$11.00	\$132,000.00	\$12.00	\$144,000.00
5	Gate Valve & Box																		
a.	16"	18	EA	\$7,900.00	\$142,200.00	\$7,500.00	\$135,000.00	\$6,874.88	\$123,747.84	\$5,020.00	\$90,360.00	\$6,200.00	\$111,600.00	\$5,110.00	\$91,980.00	\$6,890.00	\$124,020.00	\$6,500.00	\$117,000.00
b.	12"	4	EA	\$4,900.00	\$19,600.00	\$2,750.00	\$11,000.00	\$3,713.21	\$14,852.84	\$2,330.00	\$9,320.00	\$4,100.00	\$16,400.00	\$2,700.00	\$10,800.00	\$3,430.00	\$13,720.00	\$3,400.00	\$13,600.00
6	Air Release Valve Assembly	19	EA	\$13,190.00	\$250,610.00	\$12,500.00	\$237,500.00	\$11,071.22	\$210,353.18	\$8,910.00	\$169,290.00	\$8,700.00	\$165,300.00	\$13,250.00	\$251,750.00	\$11,050.00	\$209,950.00	\$7,900.00	\$150,100.00
7	18" PVC Gravity Sewer	670	LF	\$95.00	\$63,650.00	\$75.00	\$50,250.00	\$103.92	\$69,626.40	\$126.00	\$84,420.00	\$65.00	\$43,550.00	\$52.10	\$34,907.00	\$145.00	\$97,150.00	\$135.00	\$90,450.00
8	Sanitary Manhole																		
a.	Standard	1	EA	\$3,490.00	\$3,490.00	\$25,000.00	\$25,000.00	\$15,582.90	\$15,582.90	\$8,495.00	\$8,495.00	\$14,500.00	\$14,500.00	\$8,285.00	\$8,285.00	\$12,600.00	\$12,600.00	\$4,700.00	\$4,700.00
b.	Intercept	1	EA	\$7,200.00	\$7,200.00	\$30,000.00	\$30,000.00	\$15,582.90	\$15,582.90	\$32,325.00	\$32,325.00	\$42,000.00	\$42,000.00	\$36,760.00	\$36,760.00	\$24,300.00	\$24,300.00	\$46,000.00	\$46,000.00
9	Clearing & Grubbing	1	LS	\$7,100.00	\$7,100.00	\$20,000.00	\$20,000.00	\$54,362.24	\$54,362.24	\$17,025.00	\$17,025.00	\$15,000.00	\$15,000.00	\$33,730.00	\$33,730.00	\$18,500.00	\$18,500.00	\$52,500.00	\$52,500.00
10	Removal & Replacement of Unsuitable Soils	2,500	LF	\$28.00	\$70,000.00	\$10.00	\$25,000.00	\$32.28	\$80,700.00	\$31.60	\$79,000.00	\$30.00	\$75,000.00	\$8.00	\$20,000.00	\$25.00	\$62,500.00	\$26.00	\$65,000.00
11	Concrete Encasement & Specials	200	CY	\$375.00	\$75,000.00	\$215.00	\$43,000.00	\$368.10	\$73,620.00	\$385.00	\$77,000.00	\$300.00	\$60,000.00	\$200.00	\$40,000.00	\$345.00	\$69,000.00	\$391.00	\$78,200.00
12	Asphalt Roadway/Driveway Restoration	2,500	LF	\$24.00	\$60,000.00	\$75.00	\$187,500.00	\$53.99	\$134,975.00	\$36.75	\$91,875.00	\$165.00	\$412,500.00	\$65.05	\$162,625.00	\$85.00	\$212,500.00	\$56.00	\$140,000.00
13	Asphaltic Overlay	6,000	SY	\$13.00	\$78,000.00	\$15.00	\$90,000.00	\$9.58	\$57,480.00	\$9.20	\$55,200.00	\$45.00	\$270,000.00	\$30.00	\$180,000.00	\$17.00	\$102,000.00	\$11.00	\$66,000.00
14	Concrete Sidewalk/Driveway Restoration	100	LF	\$46.00	\$4,600.00	\$100.00	\$10,000.00	\$127.47	\$12,747.00	\$40.50	\$4,050.00	\$105.00	\$10,500.00	\$72.90	\$7,290.00	\$43.00	\$4,300.00	\$115.00	\$11,500.00
15	Stabilized Roadway/Driveway Restoration	100	LF	\$95.00	\$9,500.00	\$50.00	\$5,000.00	\$75.34	\$7,534.00	\$11.40	\$1,140.00	\$14.00	\$1,400.00	\$2.90	\$290.00	\$30.00	\$3,000.00	\$27.00	\$2,700.00
16	Grassing																		
a.	Seed & Mulch	5,000	LF	\$2.50	\$12,500.00	\$5.00	\$25,000.00	\$4.09	\$20,450.00	\$3.25	\$16,250.00	\$1.00	\$5,000.00	\$1.20	\$6,000.00	\$3.00	\$15,000.00	\$3.75	\$18,750.00
b.	Sodding	4,500	LF	\$4.00	\$18,000.00	\$7.00	\$31,500.00	\$11.50	\$51,750.00	\$7.55	\$33,975.00	\$7.00	\$31,500.00	\$6.35	\$28,575.00	\$9.00	\$40,500.00	\$8.50	\$38,250.00
17	Pressure Testing & Flushing	1	LS	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00	\$21,595.20	\$21,595.20	\$48,725.00	\$48,725.00	\$15,000.00	\$15,000.00	\$23,100.00	\$23,100.00	\$24,150.00	\$24,150.00	\$50,800.00	\$50,800.00
18	Demobilization & Project Closeout	1	LS	\$15,500.00	\$15,500.00	\$100,000.00	\$100,000.00	\$52,005.63	\$52,005.63	\$2,270.00	\$2,270.00	\$5,000.00	\$5,000.00	\$8,350.00	\$8,350.00	\$11,500.00	\$11,500.00	\$20,000.00	\$20,000.00
<b>TOTAL - ADDITIVE ALTERNATE NO. 2</b>					<b>\$3,267,950.00</b>		<b>\$3,634,667.75</b>		<b>\$3,197,737.23</b>		<b>\$3,125,585.00</b>		<b>\$3,593,250.00</b>		<b>\$3,402,827.00</b>		<b>\$3,572,690.00</b>		<b>\$3,767,550.00</b>

Item No.	Item Description	Est. Qty.	Unit	9		10		11		12		13		14	
				Built-Rite Construction of Central Florida, Inc.		DB Civil Construction, LLC		Commercial Industrial Corp.		Carr & Collier, Inc.		T B Landmark Construction, Inc.		Amici Engineering Contractors, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>ADDITIVE ALTERNATE NO. 2 - 16" FORCE MAIN IN LIEU OF 12" WITHIN EUSTIS SERVICE AREA</b>															
1	Mobilization & General Conditions	1	LS	\$230,000.00	\$230,000.00	\$187,699.00	\$187,699.00	\$100,000.00	\$100,000.00	\$208,000.00	\$208,000.00	\$90,000.00	\$90,000.00	\$253,000.00	\$253,000.00
2	16" PVC Force Main, Conventional Install	11,000	LF	\$93.00	\$1,023,000.00	\$65.00	\$715,000.00	\$60.00	\$660,000.00	\$83.00	\$913,000.00	\$73.00	\$803,000.00	\$59.00	\$649,000.00
3	16" Fusible PVC Force Main, Directionally Drilled	10,000	LF	\$140.00	\$1,400,000.00	\$165.00	\$1,650,000.00	\$182.00	\$1,820,000.00	\$165.00	\$1,650,000.00	\$149.00	\$1,490,000.00	\$140.00	\$1,400,000.00
4	Ductile Iron Fittings, Epoxy-Lined	12,000	Lbs	\$12.00	\$144,000.00	\$12.00	\$144,000.00	\$11.00	\$132,000.00	\$7.00	\$84,000.00	\$6.00	\$72,000.00	\$8.90	\$106,800.00
5	Gate Valve & Box														
a.	16"	18	EA	\$5,653.00	\$101,754.00	\$1,200.00	\$21,600.00	\$5,889.00	\$106,002.00	\$10,000.00	\$180,000.00	\$5,900.00	\$106,200.00	\$5,200.00	\$93,600.00
b.	12"	4	EA	\$2,881.00	\$11,524.00	\$2,800.00	\$11,200.00	\$2,915.00	\$11,660.00	\$4,000.00	\$16,000.00	\$2,984.00	\$11,936.00	\$2,400.00	\$9,600.00
6	Air Release Valve Assembly	19	EA	\$6,000.00	\$114,000.00	\$10,000.00	\$190,000.00	\$10,945.00	\$207,955.00	\$8,000.00	\$152,000.00	\$14,538.00	\$276,222.00	\$6,900.00	\$131,100.00
7	18" PVC Gravity Sewer	670	LF	\$126.00	\$84,420.00	\$110.00	\$73,700.00	\$80.00	\$53,600.00	\$170.00	\$113,900.00	\$160.00	\$107,200.00	\$78.00	\$52,260.00
8	Sanitary Manhole														
a.	Standard	1	EA	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00	\$9,140.00	\$9,140.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$9,300.00	\$9,300.00
b.	Intercept	1	EA	\$9,500.00	\$9,500.00	\$40,000.00	\$40,000.00	\$13,658.00	\$13,658.00	\$35,000.00	\$35,000.00	\$27,000.00	\$27,000.00	\$19,000.00	\$19,000.00
9	Clearing & Grubbing	1	LS	\$150,000.00	\$150,000.00	\$50,000.00	\$50,000.00	\$72,868.00	\$72,868.00	\$85,000.00	\$85,000.00	\$35,000.00	\$35,000.00	\$55,000.00	\$55,000.00
10	Removal & Replacement of Unsuitable Soils	2,500	LF	\$18.00	\$45,000.00	\$10.00	\$25,000.00	\$22.00	\$55,000.00	\$17.00	\$42,500.00	\$10.00	\$25,000.00	\$5.00	\$12,500.00
11	Concrete Encasement & Specials	200	CY	\$350.00	\$70,000.00	\$130.00	\$26,000.00	\$160.00	\$32,000.00	\$220.00	\$44,000.00	\$160.00	\$32,000.00	\$180.00	\$36,000.00
12	Asphalt Roadway/Driveway Restoration	2,500	LF	\$75.00	\$187,500.00	\$75.00	\$187,500.00	\$65.00	\$162,500.00	\$100.00	\$250,000.00	\$40.00	\$100,000.00	\$57.00	\$142,500.00
13	Asphaltic Overlay	6,000	SY	\$30.00	\$180,000.00	\$12.00	\$72,000.00	\$9.00	\$54,000.00	\$20.00	\$120,000.00	\$19.50	\$117,000.00	\$15.00	\$90,000.00
14	Concrete Sidewalk/Driveway Restoration	100	LF	\$75.00	\$7,500.00	\$80.00	\$8,000.00	\$20.00	\$2,000.00	\$140.00	\$14,000.00	\$46.00	\$4,600.00	\$30.00	\$3,000.00
15	Stabilized Roadway/Driveway Restoration	100	LF	\$12.00	\$1,200.00	\$19.00	\$1,900.00	\$3.20	\$320.00	\$50.00	\$5,000.00	\$25.00	\$2,500.00	\$11.00	\$1,100.00
16	Grassing														
a.	Seed & Mulch	5,000	LF	\$2.00	\$10,000.00	\$1.00	\$5,000.00	\$0.95	\$4,750.00	\$2.50	\$12,500.00	\$1.00	\$5,000.00	\$1.10	\$5,500.00
b.	Sodding	4,500	LF	\$6.88	\$30,960.00	\$10.00	\$45,000.00	\$6.75	\$30,375.00	\$12.00	\$54,000.00	\$3.50	\$15,750.00	\$7.70	\$34,650.00
17	Pressure Testing & Flushing	1	LS	\$31,000.00	\$31,000.00	\$75,000.00	\$75,000.00	\$32,796.00	\$32,796.00	\$16,000.00	\$16,000.00	\$15,000.00	\$15,000.00	\$31,000.00	\$31,000.00
18	Demobilization & Project Closeout	1	LS	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00	\$10,560.00	\$10,560.00	\$550.00	\$550.00
<b>TOTAL - ADDITIVE ALTERNATE NO. 2</b>					<b>\$3,861,858.00</b>		<b>\$3,553,599.00</b>		<b>\$3,575,624.00</b>		<b>\$4,013,900.00</b>		<b>\$3,360,968.00</b>		<b>\$3,135,460.00</b>



Item No.	Item Description	Est. Qty.	Unit	1		2		3		4		5		6		7		8	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Southern Underground Industries, Inc.		General Underground, LLC		Intercounty Engineering, Inc.		Utility Systems Construction, LLC (PWC Joint Venture, LLC)		Hazen Construction, LLC		Art Walker Construction, Inc.		SanPik, Inc.		Pospiech Contracting, Inc.	
<b>ADDITIVE ALTERNATE NO. 3 - PLUG VALVES IN LIEU OF GATE VALVES WITHIN EUSTIS SERVICE AREA</b>																			
1	16" Plug Valve & Box	18	EA	\$12,200.00	\$219,600.00	\$15,000.00	\$270,000.00	\$10,856.50	\$195,417.00	\$8,920.00	\$160,560.00	\$8,900.00	\$160,200.00	\$7,940.00	\$142,920.00	\$11,000.00	\$198,000.00	\$10,500.00	\$189,000.00
2	12" Plug Valve & Box	4	EA	\$8,800.00	\$35,200.00	\$10,000.00	\$40,000.00	\$7,285.01	\$29,140.04	\$5,790.00	\$23,160.00	\$6,200.00	\$24,800.00	\$5,245.00	\$20,980.00	\$7,000.00	\$28,000.00	\$7,100.00	\$28,400.00
<b>TOTAL - ADDITIVE ALTERNATE NO. 3</b>				<b>\$254,800.00</b>		<b>\$310,000.00</b>		<b>\$224,557.04</b>		<b>\$183,720.00</b>		<b>\$185,000.00</b>		<b>\$163,900.00</b>		<b>\$226,000.00</b>		<b>\$217,400.00</b>	

Item No.	Item Description	Est. Qty.	Unit	9		10		11		12		13		14	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Built-Rite Construction of Central Florida, Inc.		DB Civil Construction, LLC		Commercial Industrial Corp.		Carr & Collier, Inc.		T B Landmark Construction, Inc.		Amici Engineering Contractors, LLC	
<b>ADDITIVE ALTERNATE NO. 3 - PLUG VALVES IN LIEU OF GATE VALVES WITHIN EUSTIS SERVICE AREA</b>															
1	16" Plug Valve & Box	18	EA	\$11,700.00	\$210,600.00	\$8,850.00	\$159,300.00	\$9,993.00	\$179,874.00	\$16,000.00	\$288,000.00	\$9,665.00	\$173,970.00	\$9,000.00	\$162,000.00
2	12" Plug Valve & Box	4	EA	\$7,000.00	\$28,000.00	\$5,800.00	\$23,200.00	\$6,579.00	\$26,316.00	\$11,000.00	\$44,000.00	\$6,500.00	\$26,000.00	\$5,900.00	\$23,600.00
<b>TOTAL - ADDITIVE ALTERNATE NO. 3</b>				<b>\$238,600.00</b>		<b>\$182,500.00</b>		<b>\$206,190.00</b>		<b>\$332,000.00</b>		<b>\$199,970.00</b>		<b>\$185,600.00</b>	

	Base Bid (Umatilla & Eustis )	w/Add. Alt. No. 1	w/Add. Alt. No. 2	w/Add. Alt. No. 3
Southern Underground Industries, Inc.	\$5,570,697.00	\$5,595,697.00	\$6,367,547.00	\$6,460,547.00
General Underground, LLC	\$5,705,875.00	\$5,865,875.00	\$7,197,417.75	\$7,361,417.75
Intercounty Engineering, Inc.	\$5,787,600.93	\$6,012,126.63	\$6,736,129.17	\$6,822,085.53
Utility Systems Construction, LLC	\$5,831,205.00	\$6,025,605.00	\$6,750,205.00	\$6,834,245.00
Hazen Construction, LLC	\$5,843,050.00	\$6,218,050.00	\$7,134,850.00	\$7,191,850.00
Art Walker Construction, Inc.	\$5,942,200.00	\$6,167,700.00	\$7,092,079.00	\$7,153,199.00
SanPik, Inc.	\$5,953,640.00	\$6,218,640.00	\$7,120,420.00	\$7,208,680.00
Pospiech Contracting, Inc.	\$6,027,650.00	\$6,185,650.00	\$7,247,650.00	\$7,334,450.00
Built-Rite Construction of Central Florida, Inc.	\$6,135,250.00	\$6,610,250.00	\$7,629,146.00	\$7,754,468.00
DB Civil Construction, LLC	\$6,187,900.00	\$6,251,800.00	\$7,131,699.00	\$7,281,399.00
Commercial Industrial Corp.	\$6,254,333.00	\$6,404,333.00	\$7,523,872.00	\$7,612,400.00
Carr & Collier, Inc.	\$6,635,740.00	\$6,772,740.00	\$7,964,440.00	\$8,100,440.00
T B Landmark Construction, Inc.	\$6,668,964.00	\$6,980,964.00	\$7,809,035.00	\$7,890,869.00
Amici Engineering Contractors, LLC	\$7,195,000.00	\$7,580,000.00	\$8,218,300.00	\$8,300,700.00

**BID OPENING - PROJECT #2021-01**  
**WASTEWATER INTERCONNECTION WITH CITY OF EUSTIS**  
 Deadline: 2:00 P.M., March 4, 2021  
 Umatilla Council Chambers, 1 S. Central Avenue, Umatilla, FL

Bid opening commenced 2:01 p.m.

	RESPONDING FIRMS	BASE BID UMATILLA SERVICE AREA	BASE BID EUSTIS SERVICE AREA	ALTERNATE 1 DEMO -WWTF	ALTERNATE 2 EUSTIS 16' UPSIZE	ALTERNATE 3 EUSTIS PLUG VALVES
1	AMICI Engineering Contractors	4,697,840.00	2,497,160.00	385,000.00	3,135,460.00	185,600.00
2	Art Walker Construction	3,463,752.00	2,478,448.00	225,500.00	3,402,827.00	163,900.00
3	Built Rite Construction	3,292,288.00	2,842,962.00	475,000.00	3,861,858.00	238,600.00
4	Carr & Collier Inc	3,813,540.00	2,822,200.00	137,000.00	4,013,900.00	332,000.00
5	CIC	3,798,248.00	2,606,085.00	150,000.00	3,575,624.00	206,190.00
6	DB Civil Construction	3,514,200.00	2,673,700.00	63,900.00	3,553,599.00	182,500.00
7	General Underground	3,402,750.00	2,303,125.00	160,000.00	3,634,667.75	310,000.00
8	Hazen Construction	3,166,600.00	2,676,450.00	375,000.00	3,593,250.00	185,000.00
9	Intercounty Engineering	3,315,917.00	2,473,905.00	224,526.00	3,197,683.00	224,557.00
10	Pospiech Contracting	3,322,100.00	2,705,550.00	158,000.00	3,767,550.00	217,400.00
11	San Pik Inc	3,282,730.00	2,670,910.00	265,000.00	3,572,690.0	226,000.00
12	Southern Underground	3,074,597.00	2,496,100.00	25,000.00	3,267,950.00	254,800.00
13	TB Landmark	4,136,067.00	2,532,897.00	312,000.00	3,360,968.00	199,970.00
14	Utility Systems Construction	3,430,220.00	2,408,335.00	194,400.00	3,125,585.00	183,720.00

Bid opening completed 2:25 p.m.

*Karen H. Howard*, MMC Umatilla City Clerk

**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** March 24, 2021

**MEETING DATE:** April 6, 2021

**SUBJECT:** RFQ 2021-A Auditing Services

**ISSUE:** Selection of Evaluation Committee to review submittals

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**BACKGROUND SUMMARY:** The city advertised for submittals for Auditing Services through the Request for Qualifications process.

According to Section 218.391, Florida Statutes, the auditor selection committee must consist of at least three members, one of which must be a member of the governing body and who must serve as the committee chair. No employees may serve as a member of the committee; however, an employee may serve in an advisory capacity.

The following people have been approached to be a part of the selection committee and have indicated their willingness to serve: Mayor Kent Adcock, former Council member Eric Olson, and United Southern Bank officer Mike Stephens. Finance Director Regina Frazier can serve in an advisory capacity.

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**STAFF RECOMMENDATIONS:** Appoint Kent Adcock, Eric Olson, and Mike Stephens to serve as the selection committee for RFQ 2021-A Financial Auditing Services and appoint Regina Frazier to serve as an advisor.

**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:** March 29, 2021

**MEETING DATE:** April 6, 2021

**SUBJECT:** Lake County Water Authority Stormwater Grant

**ISSUE:** Amendment to Funding Agreement

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**BACKGROUND SUMMARY:** In April of 2020, the City of Umatilla was awarded \$150,000 for a stormwater grant project, located at Trowell Avenue and Lakeview Street, from the Lake County Water Authority. The project was designed and bid and was recently awarded to Utility Technicians, Inc., however, the lowest bid was higher than the grant award. The City requested additional funding from the Water Authority to make the shortfall.

At the March 24, 2021 LCWA Board meeting, the City requested and the Board approved \$34,501 in additional funding.

The LCWA has provided an amendment to the original grant that requires the City Council's approval to receive the additional funds.

**STAFF RECOMMENDATIONS:** Approval

**FISCAL IMPACTS:** Additional Funding, \$34,501

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**COUNCIL ACTION:**

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

**AMENDMENT TO THE AGREEMENT BETWEEN  
THE LAKE COUNTY WATER AUTHORITY AND CITY OF UMATILLA**

This AMENDMENT TO THE AGREEMENT BETWEEN THE LAKE COUNTY WATER AUTHORITY AND THE CITY OF UMATILLA (the "Agreement"), made and entered into by and between the LAKE COUNTY WATER AUTHORITY, a Special District of the State of Florida authorized and governed by Chapter 2005-314, Laws of Florida, its successors and assigns, whose address is 27351 SR 19, Tavares, Florida 32778, hereinafter referred to as the "AUTHORITY" and THE CITY OF UMATILLA a body of local government within Lake County, Florida whose address is 1 South Central, Umatilla, Florida, 32784, (hereinafter referred to as "Grantee"),

WHEREAS, the AUTHORITY and the GRANTEE entered into the Agreement on April 28, 2020 for construction of the Trowell Avenue Nutrient Separation Baffle Box; and

WHEREAS, it is the intent of the parties to amend the Agreement to reflect the project and term revisions as hereinafter stated.

NOW, THEREFORE, the Agreement is hereby revised, as shown in strike through and underline format, as follows:

3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed ~~\$150,000 (One Hundred Fifty Thousand Dollars)~~ **\$184,501 (One Hundred Eighty Four Thousand Five Hundred One Dollars)** as outlined in **Attachment A**, Grant Work Plan. The parties agree that the Grantee is not responsible for providing a match for the PROJECT described in **Attachment A**. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this AMENDMENT TO THE AGREEMENT BETWEEN THE LAKE COUNTY WATER AUTHORITY AND CITY OF UMATILLA on the day and year set forth next to their signatures below:

**LAKE COUNTY WATER AUTHORITY**

\_\_\_\_\_  
Witness

Federal ID#: 59-6018003

\_\_\_\_\_  
Ron Hart, Executive Director      Date

**CITY OF UMATILLA**

\_\_\_\_\_  
Witness

Federal ID#: 59-6000442

\_\_\_\_\_  
City of Umatilla, Mayor      Date