

AGENDA - UMATILLA CITY COUNCIL MEETING *REVISED*

March 16, 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 2, 2021

PRESENTATION

Citizens on Patrol Program – Police Chief Adam Bolton

FGFOA Award – Finance Director Regina Frazier

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 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

PULL 3 Resolution 2021-04 SRF Construction Loan WW350752

ADD 4 Resolution 2021-05 Opposition to Legislative Changes to Home Rule Power

GENERAL DISCUSSION

Road Impact Fees

Ordinance proposal - Establishing fines for damage to city property

REPORTS

City Attorney

Mayor

Council Members

Staff

Police Activity Report – Police Chief Adam Bolton

Code Enforcement Report – Officer Misti Lambert

Fire Activity Report – Fire Chief Shane Lanoue

Library Report – Director Janet Lewis

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.

1 MINUTES, CITY COUNCIL MEETING
2 MARCH 2, 2021, 6:00 P.M.
3 UMATILLA COUNCIL CHAMBERS, 1 S CENTRAL AVENUE, UMATILLA, FL 32784
4

5 **Mayor Adcock** lead the Pledge of Allegiance and **Clerk Howard** gave the Invocation.
6

7 Meeting called to order at 6:00 p.m.
8

9 IN ATTENDANCE: Mayor Kent Adcock; Vice Mayor Laura Wright; Council Members Katherine
10 Adams, Brian Butler, John Nichols; Public Works Director Aaron Mercer; Police Chief Adam
11 Bolton; Finance Director Regina Frazier; City Attorney Kevin Stone; City Manager Scott
12 Blankenship; City Clerk Karen Howard.
13

14 **AGENDA REVIEW**

15 **MOTION by Adams; SECOND by Wright; to approve Agenda as presented. Motion carried.**
16

17 **MINUTES REVIEW**

18 1 Minutes, City Council meeting February 16, 2021
19

20 **MOTION by Wright; SECOND by Nichols; to approve the Minutes of the City Council meeting of**
21 **February 16, 2021. Motion carried.**
22

23 **PUBLIC COMMENT**

24 None
25

26 **PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

27 2 Ordinance 2021-E Simulated Gambling Establishments, second reading
28

29 **Attorney Stone** read the ordinance by title:
30

31 **ORDINANCE 2021 - E**

32 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA; AMENDING**
33 **CHAPTER 6 OF THE CODE OF ORDINANCES OF THE CITY OF UMATILLA TO PROHIBIT SIMULATED**
34 **GAMBLING ESTABLISHMENTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND**
35 **PROVIDING FOR AN EFFECTIVE DATE.**

36 No public comment.
37

38 **MOTION by Butler; SECOND by Nicholson; to adopt Ordinance 2021-E, Simulated Gambling**
39 **Establishments, second reading.**

40 **Roll call:**

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

42 **Motion carried.**

43 **REPORTS**

44 **City Attorney Kevin Stone**

- 45 • Update on Crescent Street

46 **Attorney Stone** said at the last meeting **Attorney Zach Broome, Scott Purvis, and Michael**
47 **Straughan** were in attendance.

48
49 In subsequent conversations with **Mr. Broome**, the process of obtaining signatures from the
50 surrounding residents has not been completed as the neighbors were unwilling to take on the
51 maintenance obligations of Crescent Street.

52
53 **Mr. Purvis** and **Mr. Straughan** will bring the paving job on Crescent Street up to city standards at
54 their expense so the road will be as good in the eyes of the Public Works Department and
55 engineers that will be hired for this purpose as other city roads.

56
57 **Mr. Purvis, Mr. Straughan** and the neighbors decided they did not want to see the road restored
58 to a dirt road condition and wanted it to be a good road that is acceptable to the city and have
59 the city continue to treat it as a city road.

60
61 **Mr. Purvis** met with **Public Works Director Aaron Mercer** to find out what that would take. **Mr.**
62 **Mercer** said we would be better off to obtain an analysis from an engineer to determine what is
63 underneath the asphalt, look at the asphalt itself, and tell us what would be necessary to make
64 sure that road is stable. We are talking about ribbon curbing, driveway aprons, and insuring the
65 layer of asphalt is thick enough.

66
67 **Mr. Mercer** said during his meeting with **Mr. Purvis** he relayed that we need to make sure the
68 road could meet the minimum standards. To do that he would have to hire a company to come
69 in and core and evaluate the sample. He did not oppose that but at no time did I engage him and
70 he did not agree to that. There was no contractual obligation to do that. It should probably come
71 from the City Manager. The city engineer and I would review the report. Then there would be
72 ribbon curb and aprons. If it does not meet the minimum standards it would make little sense to
73 move forward.

74
75 What I know about the road is it has a base of limestone, millings, and clay. I have seen the
76 asphalt that is the same as what is on our city streets and had been put at 1.25" after rolling. It
77 meets the city standard. This missing link is the ribbon curb and what is underneath that we
78 cannot see.

79
80 The drainage is in and the swale was put in before it was paved. The road slopes to the south as
81 it is supposed to. There is a catch basin that discharges in a historical drainage pattern and there
82 is no flooding. There is a turn-around for garbage trucks. The burden of proof is on **Mr. Purvis**
83 to show the road meets minimum city standards.

84
85 **Mr. Mercer** said the core sampling takes a few weeks. The evaluation is done fairly quickly;
86 four to six weeks is a fair estimate.

87 **Mr. Mercer** suggested a formal letter with the requirement from **Mr. Blankenship**.

88
89 **City Manager Blankenship** suggested the city make the call to engage the coring work and **Mr.**
90 **Purvis** pays for the testing. The city should control any work that is being done on that road.

91
92 **Attorney Stone** said it is a city road and the contractors used should be those that we are
93 comfortable using. I spoke with **Mr. Broome** and it was indicated they would do the coring.

94
95 **Attorney Stone** said the check was in consideration for selling a piece of property to **Mr.**
96 **Straughan**. I do not recommend selling property if we are going to keep the road. We do have
97 stormwater drainage systems for collection that are on that property and could use it for right-
98 of-way in the future. I do not recommend we sell it if we are going to keep the main road bed.

99 **Mr. Mercer** noted the waterline runs down it.

100
101 **Attorney Stone** said a survey is not needed to determine the road standard. It makes sense for
102 **Mr. Blankenship** to put in writing in a letter to **Mr. Purvis** that the city is authorizing the coring;
103 it is step one. Plan B is still the easement. We are saying as long as they are moving forward with
104 this we are not going to demand an easement

105

106 **Council consensus for City Manager Blankenship to write letter to Mr. Purvis.**

107
108 **Mayor**

109 **Mayor Adcock** is serving as Chair for Coalition for Housing and Economic Development. It is a
110 Work Force Housing Task Force. I have spoken with various city managers. There is a possibility
111 in Umatilla that something might exist for a partnership with the School Board for teacher
112 housing. Economic development is suffering from not having a sufficient amount of workforce
113 housing.

114
115 Amazon and Kroger coming into Groveland have cited the concern because of a lack of affordable
116 housing. Affordable is the lower cost housing; workforce is the middle. We have a significant
117 representation of people.

118
119 **City Manager Blankenship** said the Mayor and I are talking about creative concepts for pocket
120 communities. When we talk to people Veteran's Village always comes up. The pocket
121 communities along with workforce housing for professionals that cannot afford a house. On the
122 south side of Umatilla Elementary School property there are platted lots in there. There is room
123 for a Teacher's Village. We could look for incentives from the city standpoint. The School District
124 itself could look at incentive or impact fee credits. It could be a similar footprint of Veteran's
125 Village.

126
127 **Mayor Adcock** said the group interviewed CEOs from the two hospitals, Lake Sumter State
128 College, the Board members and Superintendent of Schools and they all say the same thing.
129 There is no available housing in the \$160,00 to \$200,00 range. Builders are unwilling to build in
130 that price range because they cannot make enough money. We are looking at the middle ground

131 and trying to find a creative and innovative way of bringing quality product in but not at a large
132 development level. The Board of County Commissioners are very supportive of the pocket
133 neighborhood structure. There is the possibility of having multiple types of these developments
134 throughout the county.

135

136 Discussion took place on the pocket community concept; perhaps it will be an affordable rental
137 type situation. **Mayor Adcock** said the key is to maintain the high quality. Veterans are not a
138 protective class and with Fair Housing laws there is no legal way to assure the house would be
139 sold to another veteran once the original buyer sells.

140

141 **Council members**

142 **Council member Adams** reported on the MPO virtual meeting and discussed the list of 20 priority
143 projects. Mount Dora and Tavares are submitting for a federal grant for a 2021 Wekiva Trail.
144 There is a plan is to do an Extension on Round Lake Road. A roundabout will be constructed on
145 SR 19 and old 441 at the old shopping center in 2022-2023. Reported on road widenings in
146 various areas of the county.

147

148 **Vice Mayor Wright** reported she attended the Lake County Library Advisory Board during an in-
149 person meeting regarding Library expansion in Howey in the Hills. There was a SAC meeting at
150 the Umatilla Middle School last week. They are doing a terrific job.

151

152 **Staff**

153 **Police Chief Bolton** reported last weekend the City of Eustis hired four of our officers for the
154 GeorgeFest event.

155

156 **City Manager Blankenship** reported a representative from the County's Health Department
157 reached out to set up neighborhoods for scheduling vaccinations. We reached out to Veterans'
158 Village, Lake Mary Estates, and Twin Lakes to see if there was interest in those communities.

159

160 **Finance Director Regina Frazier** noted new laptops were installed in the Council Chambers. The
161 kiosks should be available for cash and check payments tomorrow. Zoom will be set up to record
162 future meetings and to show presentations.

163

164 **City Manager Blankenship** said we are watching legislative bills in the House and Senate
165 pertaining to increasing sovereign immunity to \$1,000,000 per person. We have our state
166 legislators increasing the amount of money for which people can sue.

167

168 The Florida League of Cities has a lobbyist and they provide Calls to Action for legislation that is
169 not in the best interest of municipalities that provides information and talking points. There are
170 a couple other bills that are preemption for short term rentals

171

172 Discussion focused on the propensity for insurance costs to be driven up which can increase
173 taxes.

174 **Mayor Adcock** stated we need to be on record so we are not pawns in these issues. At some
175 point we need to make a statement.

176
177 **Attorney Stone** said every so often FLC will do a sample resolution for the cities to adopt and
178 send to the state.

179
180 **City Manager Blankenship** said the Lake County League of Cities luncheon is next week.

181
182 **Meeting adjourned 6:48 p.m.**

183
184
185
186 _____
187 Kent Adcock
188 Mayor

189
190
191 ATTEST:

192
193
194 _____
195 Karen Howard, MMC
196 City Clerk

197



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Umatilla
Florida**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

September 30, 2019

Christopher P. Morill

Executive Director/CEO



**The Government Finance Officers Association of
the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Regina M. Frazier, CGFO, CPM

Finance Director
City of Umatilla, Florida



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 3/8/2021

**CITY OF UMATILLA
CITY COUNCIL AGENDA ITEM STAFF REPORT**

DATE: February 26, 2021

MEETING DATE: March 16, 2021

SUBJECT: Ordinance 2021-B-1; Ordinance 2021-B-2, second reading

ISSUE: City of Umatilla Airport, Large Scale Comprehensive Plan Amendment, and Rezoning

BACKGROUND SUMMARY: The City of Umatilla made application for Annexation, a Large Scale Comprehensive Plan Amendment, and Rezoning on two parcels totaling 21.58+/- acres adjacent to the Umatilla Municipal Airport. The property is located North of Rose Street and West of Skyline Drive. The property was formerly an orange grove and was purchased by the city utilizing a grant from FDOT.

The Annexation was approved by Council on February 2, 2021.

Ordinance 2021-B-1 Large Scale Comprehensive Plan Amendment. The proposed comprehensive plan amendment is from Lake County Urban Low Density, which allows 4 units per acre, to City of Umatilla Transportation/Aviation. This parcel is currently located in the Airport Overlay District.

Parcels greater than 10 acres are required to undergo a large-scale comprehensive plan amendment with the information regarding the change reviewed by seven different agencies. The ordinance and information regarding the proposed change must be reviewed and approved prior to the second reading of the ordinance. The city was notified the review by the state was completed on February 19th. The ordinances were placed on this agenda in order to meet advertising requirements.

The City is currently developing a portion of the property for airport accessory uses. An FDOT funded project consisting of construction of a new 24-foot wide roadway and new 25-foot wide taxilane is underway. The taxilane extends west from the existing parallel taxiway toward the new roadway that runs north/south from Cassady St. toward Rose St. ending with a vehicle turnaround area. The project also includes potable water and sanitary sewer infrastructure, and electrical infrastructure. A retention pond, a berm, and landscaping will be located on Rose Street to create a buffer.

The proposed large-scale amendment is consistent with the City's Comprehensive Plan.

Ordinance 2021-B-2 Rezoning. The proposed Rezoning from Agriculture to Airport Zoning is consistent with the City's Comprehensive Plan and Land Development Regulations. AZ permitted uses are:

- A) Administrative offices for businesses primarily engaged in aeronautical activities
- B) Aeronautical dusting and spraying operations
- C) Aeronautical radio and communication facilities
- D) Aeronautical training establishments
- E) Aircraft charter and taxi service
- F) Aircraft sales
- G) Fire stations
- H) Research and Development
- I) Sales of aviation petroleum products utilizing and ramp service

Staff met with affected residents; Exhibit C and Figure 1 attached to Ordinance 2021-B-2 memorializes the items agreed to by both parties.

STAFF RECOMMENDATIONS:

- 1) Motion to approve Ordinance 2021-B-1 Large Scale Comprehensive Plan Amendment Lake County Urban Low to Transportation/Aviation, second reading.
- 2) Motion to approve Ordinance 2021-B-2 Rezoning from Agriculture to Airport Zoning, second reading.

FISCAL IMPACTS: N/A

COUNCIL ACTION:

January 5, 2021 meeting:

MOTION by Butler; SECOND by Nichols; to table Ordinance 2021-B, Annexation, to January 19th. Motion carried.

MOTION by Adams; SECOND by Butler; to table Ordinance 2021-B-1, Large Scale Comprehensive Plan and Ordinance 2021-B-2 first reading until the next meeting, January 19th. Motion carried.

MOTION by Butler; SECOND by Nichols; to approve Ordinance 2021-B-1, Large Scale Comprehensive Plan Amendment, first reading.

Roll call:

Ayes: Adams, Butler, Nichols, Wright, Adcock

Motion carried.

MOTION by Butler; SECOND by Nichole; to approve Ordinance 2021-B-2, Rezoning, first reading.

Roll call:

Ayes: Adams, Butler, Nichols, Wright, Adcock

Motion carried.

Reviewed by City Attorney Yes No N/A

Reviewed by City Engineer Yes No N/A

1
2
3 **ORDINANCE 2021 – B - 1**

4 **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE**
5 **PROVISIONS OF FLORIDA STATUTE 163.3184(2)(a); AMENDING THE LAND USE DESIGNATION OF 21.58±**
6 **ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW DENSITY TO TRANSPORTATION/AVIATION IN**
7 **THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY CITY OF UMATILLA;**
8 **DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE**
9 **GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY**
10 **MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL**
11 **ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

12 **WHEREAS**, a petition has been received from the City of Umatilla as Owner, requesting that real
13 property within the city limits of the City of Umatilla be assigned a land use designation from Lake County
14 Urban Low Density to City Transportation/Aviation under the Comprehensive Plan for the City of Umatilla;
15

16 **WHEREAS**, the amendment would facilitate airport development and is in compliance with the
17 policies of the City’s comprehensive plan; and
18

19 **WHEREAS**, the required notice of the proposed large scale comprehensive plan amendment has
20 been properly published as required by Chapter 163, Florida Statutes; and
21

22 **WHEREAS**, the Local Planning Agency for the City of Umatilla has reviewed the proposed
23 amendment to the Comprehensive Plan and have made recommendations to the City Council of the City
24 of Umatilla.
25

26 **WHEREAS**, the City Council reviewed said petition, the recommendations of the Land Planning
27 Agency, staff report and any comments, favorable or unfavorable, from the public and surrounding
28 property owners at a public hearing duly advertised;
29

30 **WHEREAS**, the City has held such public hearings and the records of the City provide that the
31 owners of the land affected have been notified as required by law; and,
32

33 **NOW, THEREFORE, BE IT ORDAINED** BY THE CITY COUNCIL OF UMATILLA, FLORIDA, AS FOLLOWS:
34

35 **Section 1: Purpose and Intent.**

36 That the land use classification of the following described property, being situated in the City of Umatilla,
37 Florida, shall hereafter be designated from Lake County Urban Low Density to City
38 Transportation/Aviation, as defined in the Umatilla Comprehensive Plan and as depicted on the map
39 attached hereto as “Exhibit A” and incorporated by reference.
40

41 **LEGAL DESCRIPTION:** See Exhibit “B”
42

43 **Parcel Alternate Key No. 1040299 and 1823145**
44

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

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

50
51 B. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the
52 changes adopted in this Ordinance and to reflect the same on the Comprehensive Land
53 Use Plan Map of the City of Umatilla.

54
55 **Section 2: Severability.**

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

59
60 **Section 3: Effective Date.**

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

65
66 **PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County,
67 Florida, this _____ day of _____, 2021.

68
69
70 _____
71 Kent Adcock, Mayor
72 City of Umatilla, Florida

73
74
75 ATTEST:
76
77
78 _____
79 Karen H. Howard, MMC
80 City Clerk

Approved as to Form:

Kevin Stone
City Attorney

81
82
83 Passed First Reading January 19, 2021
84 Passed Second Reading _____
85 (SEAL)
86
87

Ordinance 2021-B-1
Exhibit A

GROVE ST

N OAK AVE

N WINTHROP AVE

N PINE AVE

HOWARD AVE

CASSADY ST

CASSADY ST

S OAK AVE

Proposed Future Land Use
TRANS/AVIA

SKYLINE DR

Legend

- LC Streets
- LC Parcels

Umatilla Future Land Use

- CGENRL, Commercial General
- CONSV, Conservation
- CWHOLESL, Commercial Wholesale
- INSTIT, Institutional
- LAKE, Lake
- REC, Recreational
- RSFLOW, Residential Single Family Low Density
- RSFMED, Residential Single Family Medium Density
- TRANS, Transportation
- TRANS/AVIA, Transportation / Aviation

Lake County Future Land Use

- Industrial
- Rural Transition
- Urban Low Density
- Urban Medium Density



1 inch = 551 feet

**City of Umatilla
Airport Property**

Lake County, Florida
Proposed Future Land Use Map

Project No.: 399/20/06
File Name: Prop FLU.mxd
Project Name: City of Umatilla
Project Manager: Sherie L
Creation Date: October 16th, 2020
Created By: C.Manno



‘EXHIBIT B’
LEGAL DESCRIPTION

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That part of Lot 5, lying outside the City limits of Umatilla, Florida, and the West ½ of Lot 6, Whitcomb’s Subdivision, according to the plat thereof recorded in Plat Book 1, Page 74, public records of Lake County, Florida.

Lot 7 in Whitcomb’s Subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book 1, page 74, Public Records of Lake County, Florida, less that part thereof lying within the City of Umatilla Airport (for reference see Deed Book 267, page 197, Public Records of Lake County, Florida) and less that part thereof lying within 33 feet of the centerline of State Road S-44-A (for reference see Deed Book 333, page 457, Public Records of Lake County, Florida).

AND

The Southeasterly ½ of Lot 6 in Whitcomb’s Subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book 1, page 74, Public Records of Lake County, Florida, described as follows: Begin at the most Southerly corner of said Lot 6 and run Northwesterly along the Southwesterly line of said Lot 6 a distance of 204.60 feet, more or less, to a point Midway between said Southerly corner and the most Westerly corner of said Lot 6, thence run Northeasterly in a straight line to a point on the Northeasterly line of said Lot 6 midway between the most Easterly corner and the most Northerly corner of said Lot 6, thence run Southeasterly along said Northeasterly line to the most Easterly corner of said Lot 6, thence run Southwesterly along the Southeasterly line of said Lot 6 to the point of beginning; less the right of way of S.R. S-44-A. Also less the following; Begin at the most Westerly corner of the above described parcel, at a point on the Northeasterly right of way line of S.R. S-44-A midway between the Southeasterly and Northwesterly lines of said Lot 6, run thence Northeasterly a distance of 212.90 feet (along a line which if extended Northeasterly would terminate at a point midway between the most Easterly and most Northerly corners of said Lot 6), thence run Southeasterly and parallel with said Northeasterly right of way line of S.R. S-44-A to a point on the Southeasterly line of said Lot 6, thence run Southwesterly along said Southeasterly line a distance of 212.90 feet to said Northeasterly right of way line, thence run Northwesterly along said Northeasterly right of way line to the point of beginning.



**LARGE SCALE COMPREHENSIVE PLAN AMENDMENT
NOVEMBER 2020**

Prepared By:

LPG Urban & Regional Planners, Inc.
1162 Camp Avenue
Mt. Dora, Florida 32757
(352) 385-1940

**City of Umatilla
Airport Property
Large Scale Comprehensive Plan Amendment**

Executive Summary

The proposed large scale comprehensive plan map amendment consists of 21.58 ± acres and is located north of Rose Street and west of Skyline Drive (Figures 1 and 2). The subject site was annexed into the City of Umatilla and is considered infill development.

The site is designated as Urban Low Density (4 units/acre) on the Lake County Future Land Use Map (Figure 3). It is proposed to designate the entire site as Transportation/Aviation (100 based aircraft) on the City's future land use map (Figure 4). For purposes of the comprehensive plan amendment, a maximum development scenario was analyzed. Under the Lake County Urban Low Density (4 units/acre) future land use the property could have been developed at a maximum scenario of eighty-six (86) residential units (Table 1). Under the city's proposed Transportation/Aviation (100 based aircraft) land use results in a maximum of one hundred (100) based aircraft and eighty-six (86) residential units (FLU Policy 1-2.1.1 (18) allows for a maximum residential density of 4 units/acre for residential uses associated with the airport). The amendment would result in no net change of residential units. It should be noted that the adopted Land Development Regulations require a conditional use permit for any proposed residential units associated with the airport and would need to be in compliance with FAA regulations. In addition, the City proposes using the site for general support uses, hangars, and access points.

School Impact Analysis

The amendment results in no net change in students generated based on residential density.

Existing County Land Use Residential Units: 86 SF units

Maximum Transportation/Aviation Residential Units: 86 SF units

The anticipated number of students generated by the existing land use is shown in Table 2.

**TABLE 2
STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT**

Lake County Student Generation Rates	
Single Family	
Type	Student Multipliers per Dwelling Unit
High School	0.114
Middle School	0.079
Elementary School	0.157
Total	0.350

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	86	0.157	14	0	0.143	0	14
MIDDLE	86	0.079	7	0	0.063	0	7
HIGH	86	0.114	10	0	0.077	0	10
GRAND TOTAL							31

The anticipated number of students generated by the proposed land use is shown in Table 3.

**TABLE 3
STUDENTS GENERATED BASED ON PROPOSED AMENDMENT**

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	86	0.157	14	0	0.143	0	14
MIDDLE	86	0.079	7	0	0.063	0	7
HIGH	86	0.114	10	0	0.077	0	10
GRAND TOTAL							31

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .653 MGD. The City has a current available capacity of .204 MGD and an analysis was conducted of the proposed amendment based on maximum density land use and the City's Level of Service (LOS) standards. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of .174 MGD.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The City currently owns, operates, and maintains a central sanitary sewer system. The permitted plant capacity is 0.300 MGD and the current available capacity is 0.102 MGD and an analysis was conducted of the proposed amendment based on maximum density land use and the City's Level of Service (LOS) standards. The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.083 MGD.

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated population based on 2.29 pph is 197 residents. The proposed land use will produce 985 pounds of solid waste per day. The proposed amendment will not cause a deficiency in the LOS.

Transportation Impact Analysis

The proposed amendment results in a de minimus impact to the potential traffic generated based on maximum development analysis as outlined in the table below. It should be noted that the City currently employs one part time employee to manage the day to day operations at the airport. It is anticipated that in the future one full time employee will be needed as the airport uses are expanded pursuant to the City's Airport Master Plan.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	86	210	905	88	55	35
General Aviation Airport	1 employee	022	15	2	1	1
TOTAL GROSS TRIPS (PROPOSED)			920	90	56	36

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	86 units	210	905	88	55	35
TOTAL GROSS TRIPS (EXISTING)			905	88	55	35

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	2	1	1

Environmental Analysis

An environmental analysis was conducted on the subject property by GAI Consultants, Inc. (Appendix A). It should be noted that the analysis includes additional property that is not part of the subject amendment. The subject site contains no wetlands, waterbodies or 100 year flood areas and is currently an inactive grove (Figures 4, 5, and 6). Results of the assessment indicate the presence of gopher tortoise burrows. Prior to development additional surveys for listed/protected species will be required and appropriate permits will be secured.

Comprehensive Plan Compliance

The proposed amendment is in compliance with the following policies (among others) of the City of Umatilla Comprehensive Plan. The amendment will further the City's goals in the long term planning consistent with the airport master plan.

Future Land Use

Policy 1-2.1.1 (18): Land Use Designations, and Maximum Intensity and Density

Transportation/Aviation – Maximum intensity standard is 100 based aircraft. Allowable uses are airport facilities and ancillary uses. Residential dwelling units may be permitted, not to exceed 4 units per acre. Residential units must support the Umatilla Municipal Airport.

Policy 1-1.10.2: Promote Orderly, Compact Growth.

Land use patterns delineated on the Future Land Use Map shall promote orderly, compact growth. The City shall encourage growth and development in existing developed areas where public facilities and services are presently in place and in those areas where public facilities can provide the most efficient service. Land shall not be designated for growth and development if abundant undeveloped land is already present within developed areas served by facilities and services.

Airport

Policy 10-1.1.2: Land Use in Umatilla.

The city assures that compatible development is located in areas adjacent to the airport by designating the appropriate density/intensity land uses in the airport vicinity. The land development regulations and restrictions address controlling the height of natural growth and development adjacent to the airport.

Policy 10-1.3.1: Coordination with Comprehensive Planning

The City of Umatilla shall coordinate its comprehensive planning process, including subsequent amendments to the Comprehensive Plan, with the adopted airport master plan and future updates for Umatilla Municipal Airport in order to achieve environmentally and economically sound development of aviation facilities, and to provide adequate capacity for existing and future demand for aviation facilities and services consistent with the master plan.

Table 1 – Maximum Development Analysis

Ordinance #	Acres	Existing Land Use	Existing Intensity of Development	Proposed City Land Use	Proposed Maximum Development	Net Change in Development Potential
*2020-	21.58	County Urban Low (4 units/acre)	86 SF Units	Transportation/Aviation (100 based aircraft) (4 units/acre)	86 SF units	0
TOTAL	21.58		86 SF Units		86 SF Units	0

* Annexation Ordinance No

Existing Lake County Urban Low - Max. Density- 4 units/net acre per FLU Policy 1-1.3.2

Proposed City Transportation/Aviation – Max. Intensity –100 based aircraft. Residential units may be allowed up to 4 units/acre per FLU Policy 1-2.1.1(18).

Table 4 – Water Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Permitted Capacity						.653
City of Umatilla Current Capacity						.204
*2020-	21.58	County Urban Low (4 units/acre)	Transportation/Aviation (100 based aircraft) (4 units/acre)	86 units	0.03	.174

* Annexation Ordinance No

Projected population – 197 (86 x 2.29 pph)
 Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Table 5 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Permitted Capacity						0.300
City of Umatilla Current Capacity						0.102
*2020	21.58	County Urban Low (4 units/acre)	Transportation/Aviation (100 based aircraft) (4 units/acre)	86 units	0.0197	0.083

* Annexation Ordinance No

Projected population – 197 (86 x 2.29 pph)

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc

Figure 1

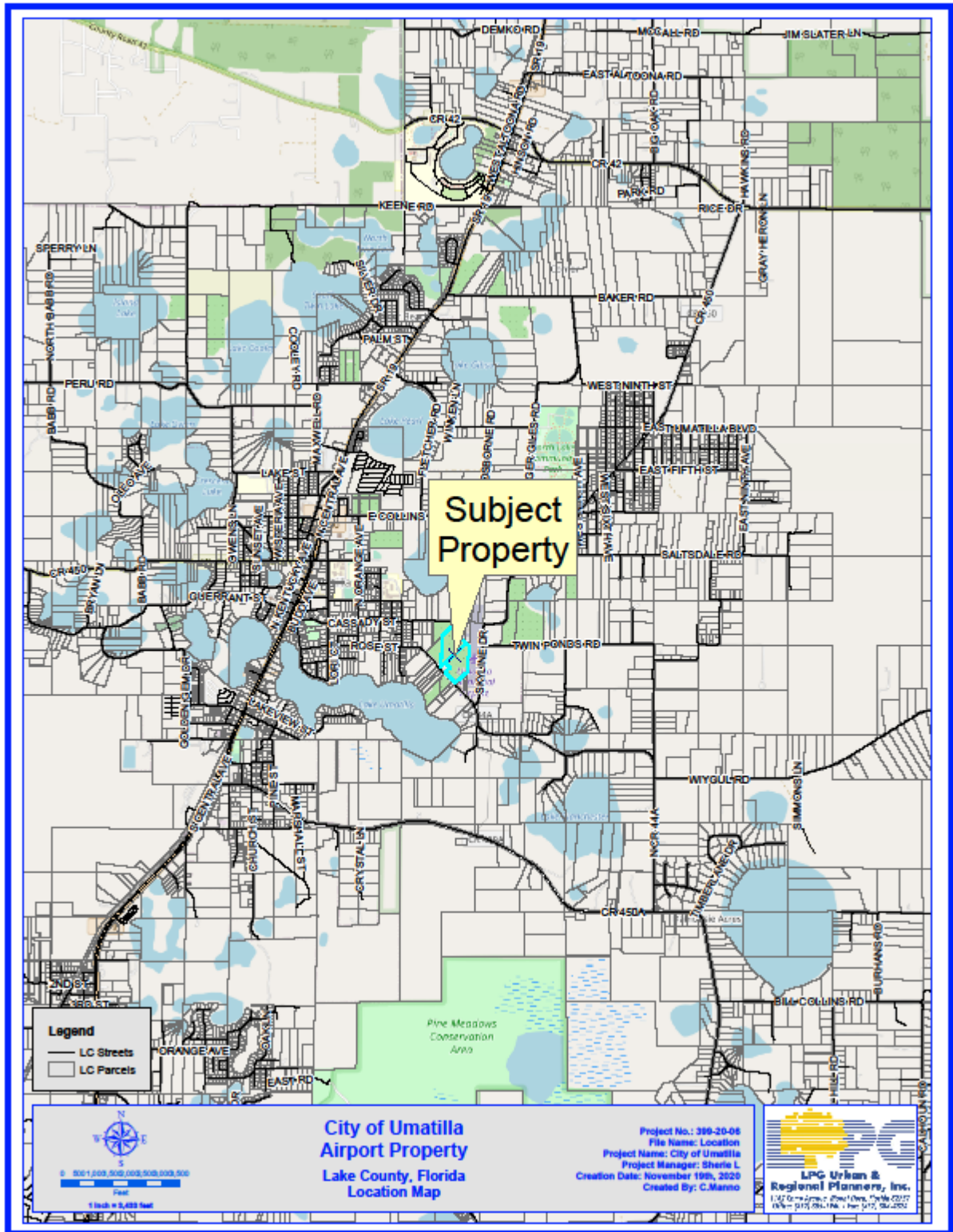


Figure 2



Figure 3

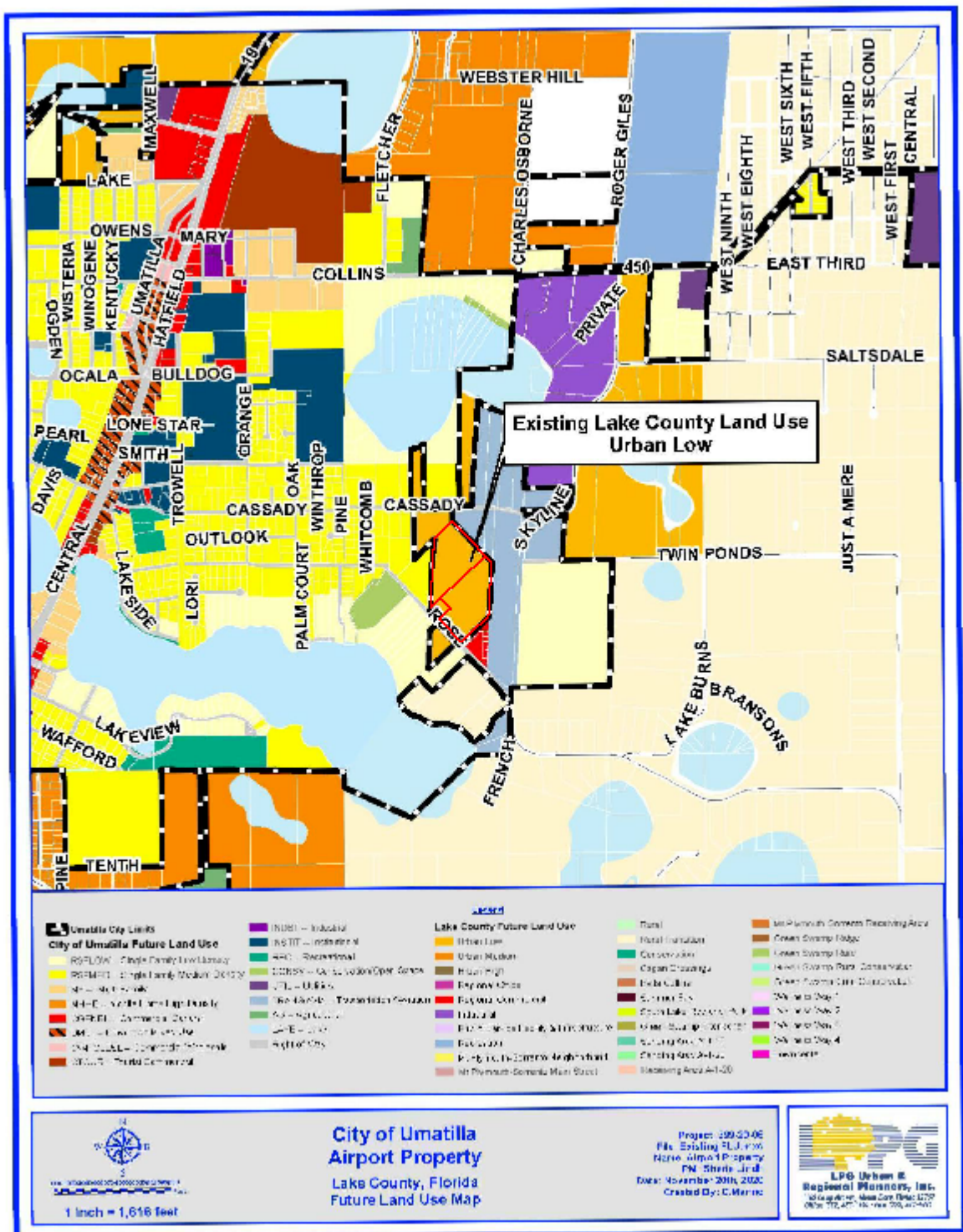


Figure 4

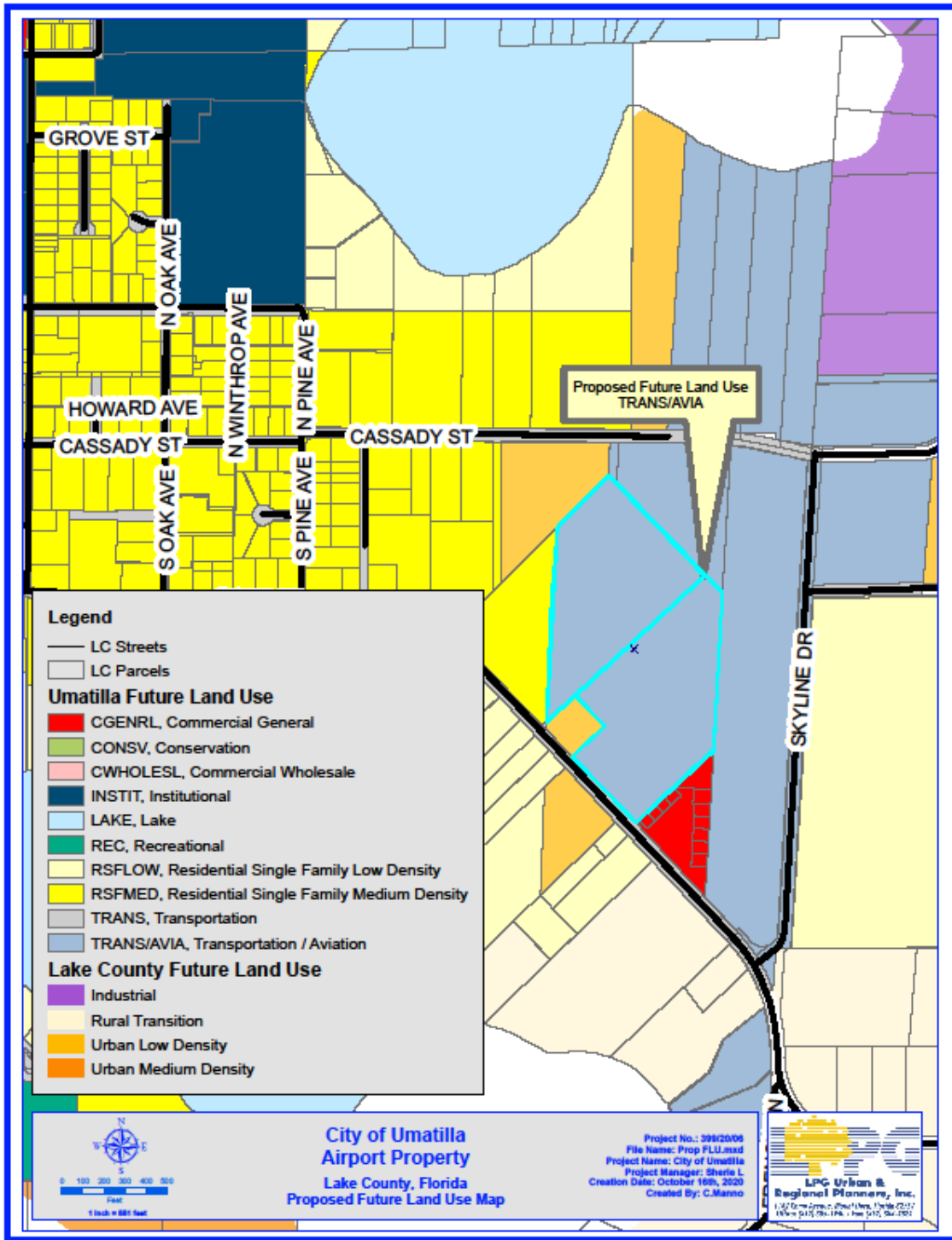


Figure 5

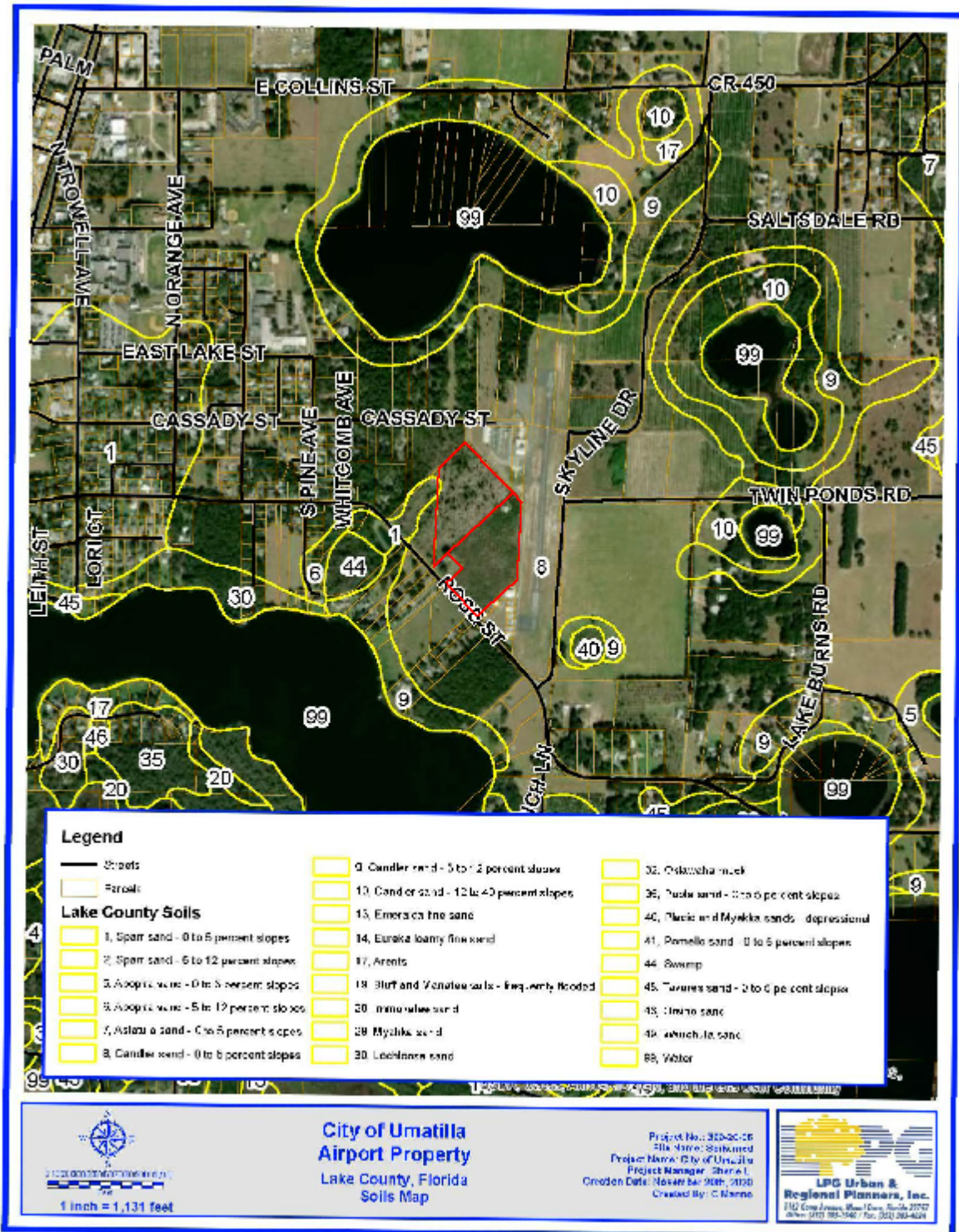


Figure 6

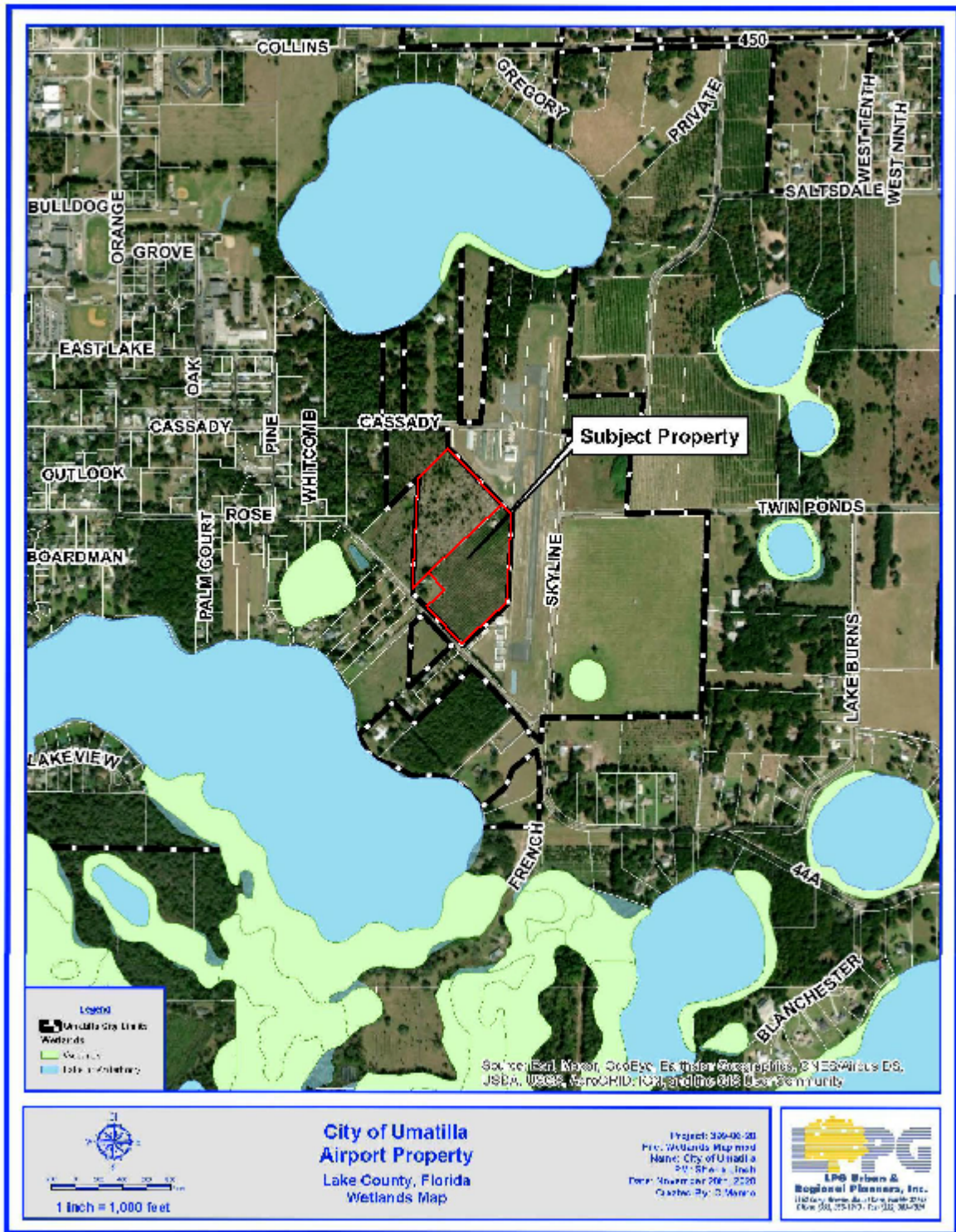


Figure 6



Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

February 19, 2021

The Honorable Kent Adcock
Mayor, City of Umatilla
1 South Central Avenue
Umatilla, Florida 32784

Dear Mayor Adcock:

The Department of Economic Opportunity (“Department”) has reviewed the proposed comprehensive plan amendment for the City of Umatilla (Amendment No. 20-01ESR) received on January 21, 2021. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

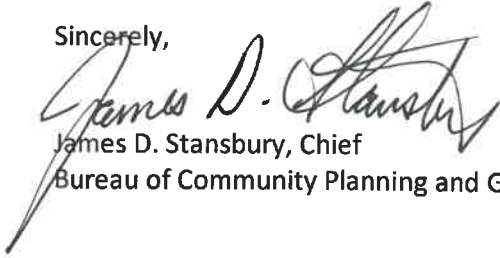
- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**
- **The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.
- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the County that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, Planning Analyst, by telephone at (850) 717-8484 or by email at dan.evans@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is fluid and cursive, with a long, sweeping underline that extends to the left.

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/de

Enclosure(s): Procedures for Adoption

cc: Greg Belliveau, City Planner, City of Umatilla
Hugh Harling, Executive Director, East Central Regional Planning Council

**SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS
FOR EXPEDITED STATE REVIEW**

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

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.

WHEREAS, a petition has been submitted by City of Umatilla as Owner, to rezone approximately 21.58 acres of land from Lake County Rural Residential (R-1) and Agriculture (A) to City of Umatilla Airport Zoning (AZ);

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

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

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

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

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

Section 1: Purpose and Intent.

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

LEGAL DESCRIPTION: See Exhibit "B"

Alternate Key # 1040299 and 1823145

Section 2: Zoning Classification.

That the property shall be designated as AZ, Airport Zoning, in accordance with Chapter 6, Section 2(p) of the Land Development Regulations of the City of Umatilla, Florida.

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

47
48 **Section 4: Conditions.** The rezoning pursuant to this ordinance is subject to and conditioned
49 upon the conditions set forth on “Exhibit C”, which is incorporated herein by reference.

50
51 **Section 5: Severability.**
52 If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to
53 be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this
54 Ordinance shall remain in full force and effect.

55
56 **Section 6: Effective Date.**
57 This Ordinance shall become effective immediately upon passage by the City Council of the City
58 of Umatilla.

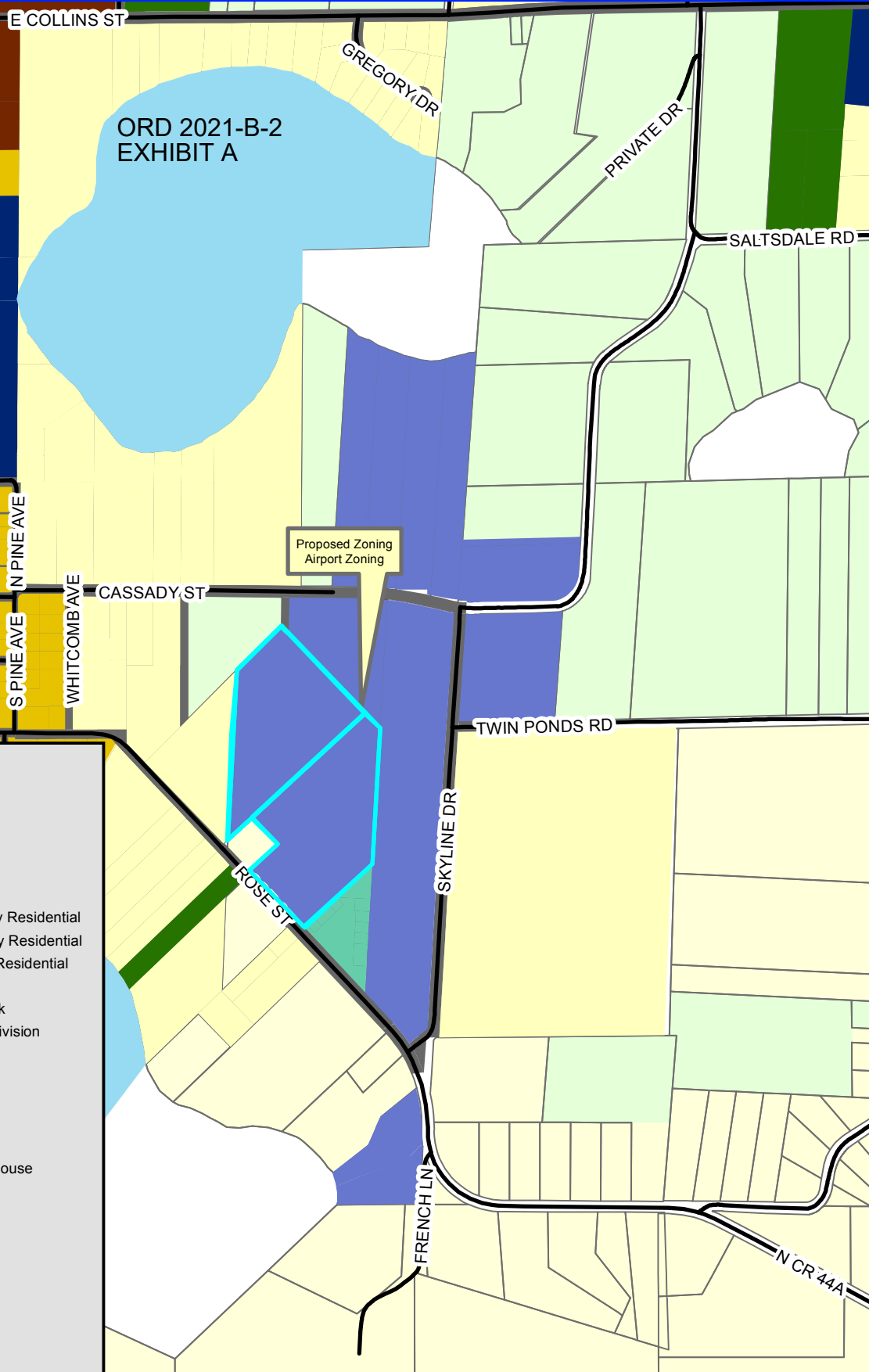
59
60
61 **PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County,
62 Florida, this _____ day of _____, 2021.

63
64
65 _____
66 Kent Adcock, Mayor
67 City of Umatilla, Florida

68
69
70 ATTEST: Approved as to Form:
71
72
73 _____
74 Karen H. Howard, MMC Kevin Stone
75 City Clerk City Attorney

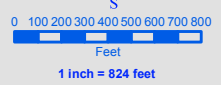
76
77
78 Passed First Reading January 19, 2021
79 Passed Second Reading _____
80 (SEAL)

81
82
83
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86
87



Legend

- LC Streets
- Subject_Property
- Umatilla Zoning**
- AR-1 -- Agriculture Residential
- R-3 -- Low Density Residential
- R-5 -- Single Family Medium Density Residential
- MF-8 -- Multi-Family Medium Density Residential
- MF-12 -- Multi-Family High Density Residential
- UR-5 -- Urban Residential District
- MHRP-8 -- Mobile Home Rental Park
- MHS-8 -- Manufactured Home Subdivision
- PUD -- Planned Unit Development
- RP -- Residential Professional
- AZ -- Airport Zoning
- PFD -- Public Facilities District
- C-1 -- Neighborhood Commercial
- C-2 -- General Commercial & Warehouse
- TC-12 -- Tourist Commercial
- LM -- Light Manufacturing
- R/W -- Right of Way
- LAKE -- Lake
- LC Parcels
- Lake County Zoning**
- "A" Agriculture District
- "R-1" Rural Residential
- "R-6" Urban Residential District



**City of Umatilla
Airport Property
Lake County, Florida
Proposed Zoning Map**

Project No.: 399-20-06
 File Name: Prop Zoning.mxd
 Project Name: Airport Property
 Project Manager: Sherie L
 Creation Date: October 16th, 2020
 Created By: C.Manno



'EXHIBIT B'
LEGAL DESCRIPTION

That part of Lot 5, lying outside the City limits of Umatilla, Florida, and the West ½ of Lot 6, Whitcomb's Subdivision, according to the plat thereof recorded in Plat Book 1, Page 74, public records of Lake County, Florida.

AND

Lot 7 in Whitcomb's Subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book 1, page 74, Public Records of Lake County, Florida, less that part thereof lying within the City of Umatilla Airport (for reference see Deed Book 267, page 197, Public Records of Lake County, Florida) and less that part thereof lying within 33 feet of the centerline of State Road S-44-A (for reference see Deed Book 333, page 457, Public Records of Lake County, Florida).

AND

The Southeasterly ½ of Lot 6 in Whitcomb's Subdivision in Lake County, Florida, according to the plat thereof as recorded in Plat Book 1, page 74, Public Records of Lake County, Florida, described as follows: Begin at the most Southerly corner of said Lot 6 and run Northwesterly along the Southwesterly line of said Lot 6 a distance of 204.60 feet, more or less, to a point Midway between said Southerly corner and the most Westerly corner of said Lot 6, thence run Northeasterly in a straight line to a point on the Northeasterly line of said Lot 6 midway between the most Easterly corner and the most Northerly corner of said Lot 6, thence run Southeasterly along the Southeasterly line of said Lot 6 to the point of beginning; less the right of way of S.R. S-44-A. Also less the following; Begin at the most Westerly corner of the above described parcel, at a point on the Northeasterly right of way line of S.R. S-44-A midway between the Southeasterly and Northwesterly lines of Lot 6, run thence Northeasterly a distance of 212.90 feet (along a line which if extended Northeasterly would terminate at a point midway between the most Easterly and most Northerly corners of Lot 6), thence Southeasterly and parallel with said Northeasterly right of way line of S.R. S-44-A to a point on the Southeasterly line of said Lot 6, thence run Southwesterly along said Southeasterly line a distance of 212.90 feet to said Northeasterly right of way line, thence run Northwesterly along said Northeasterly right of way line to the point of beginning.

Ordinance 2021-B-2
Exhibit –C
Conditions to Rezoning

As used herein, the word “Property” when capitalized means the land subject to the rezoning ordinance to which this Exhibit is attached. As used herein, the word “Owner” means the owner of the Property, and its successors and assigns, it being the intent of the Council that these conditions are part of the zoning for the Property and shall run with the land and be binding on the Owner’s successors in interest, if any.

1. Enhanced Setbacks. The minimum required distance a building constructed on the Property must be set back from the property line, as measured perpendicular to the property line, shall be 100 feet from all property lines which separate the subject property from adjoining properties which presently have a residential use. The setback requirement set forth herein shall apply regardless of, whether such residential property directly abuts the Property or is separated by right-of-way. The building setback lines are depicted on Figure 1 attached hereto and incorporated herein by reference. The Council finds that Figure 1 accurately depicts the location of the setback based on its determination of which properties presently have a residential use for the purposes of these conditions, and the setback lines are not intended to change owing to changes in the use of adjoining properties.

2. Buffers/ Landscaping. The Owner shall, within six months of this ordinance becoming effective, plant certain vegetation including trees, shrubs, and groundcover. Specifically, the Owner shall install and maintain an area of landscape materials in accordance with the conceptual plan attached hereto as Figure 1.

Owner will, within six months of this ordinance becoming effective, begin installation of a manmade berm approximately 6 feet in height with material that is currently available to Owner in accordance with the conceptual plan in Figure 1. The Council anticipates that any construction of buildings on the Property will be funded through grants from state and federal agencies including the Florida Department of Transportation. If and when the Owner requests funding to construct any buildings on the property, the Owner shall include in its application a request for funding to install, and if approved, shall undertake to install, appropriate landscaping and/or other appropriate screening. At that time, the Owner shall specifically pursue funding for expansion of the manmade berms to be installed within the setback and continuing in the same height and dimensions as the existing berm installed by Owner, subject to technical feasibility. Figure 1 illustrates a concept of where a berm might be located in the event that buildings are constructed on the Property.

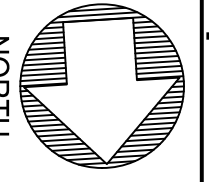
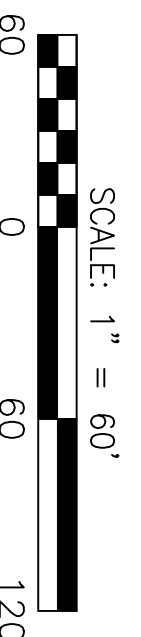
3. Airport Restrictions. The following restrictions on use shall apply throughout the Property.

a. No aircraft propelled by jet engines shall be allowed to be based on the Property, and the Owner must include in any lease or franchise to any third party for all or a portion of the Property a prohibition on the storage or maintenance of jet aircraft.

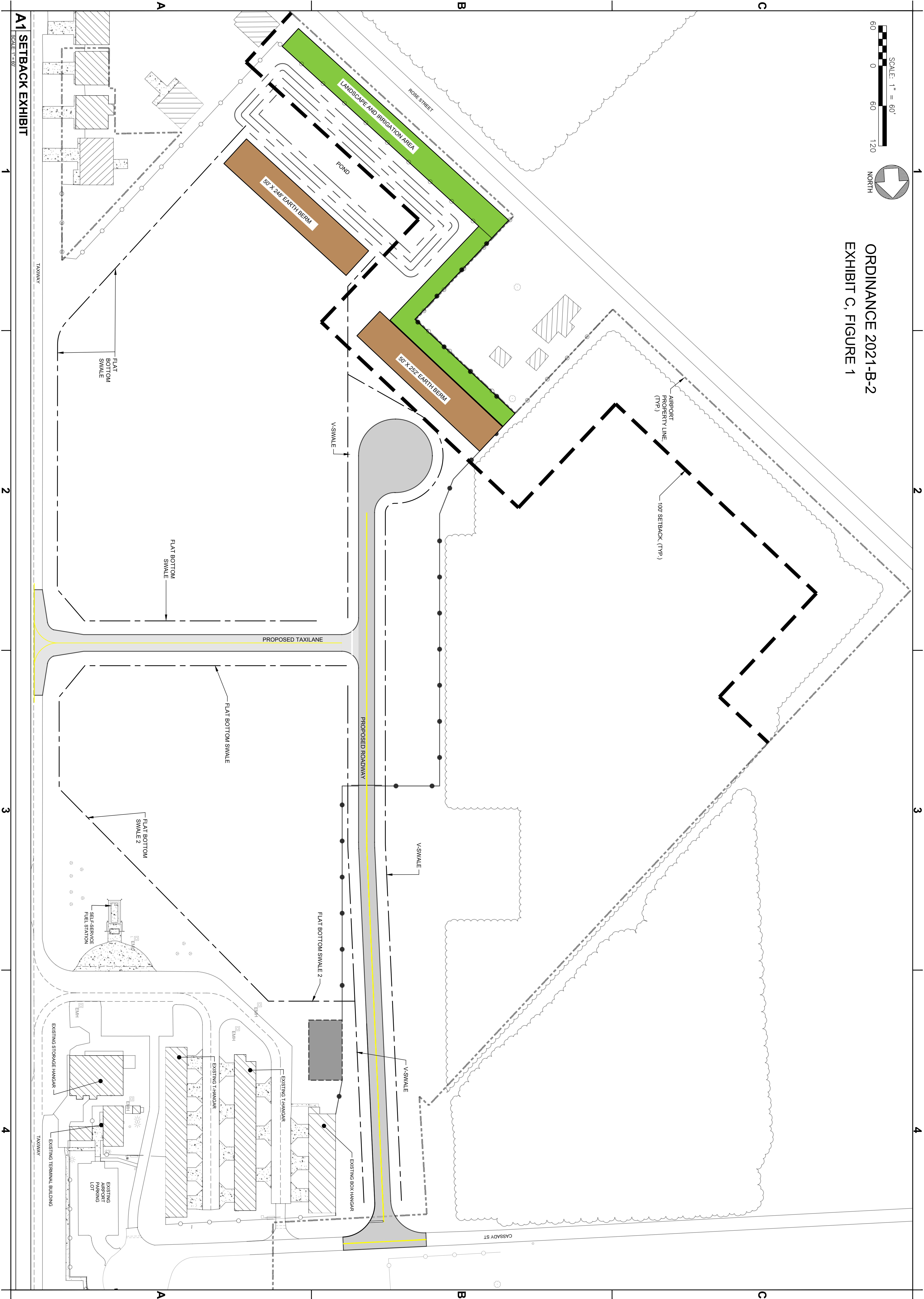
b. No helicopter business or training school shall be allowed to be based on the Property, and the Owner must include in any lease or franchise to any third party for all or a portion of the Property a prohibition on the location or operation of commercial helicopter businesses helicopter training schools on the Property.

c. The hours of operation for any aircraft repair or maintenance operation on the Property shall not begin before 7:00 a.m. and shall not end after 8:00 p.m. This restriction is not intended to prohibit emergency repair or maintenance.

4. No further airport expansion or development onto the Property shall take place unless approved by City council after adequate public notice and opportunity to comment.



ORDINANCE 2021-B-2
EXHIBIT C, FIGURE 1



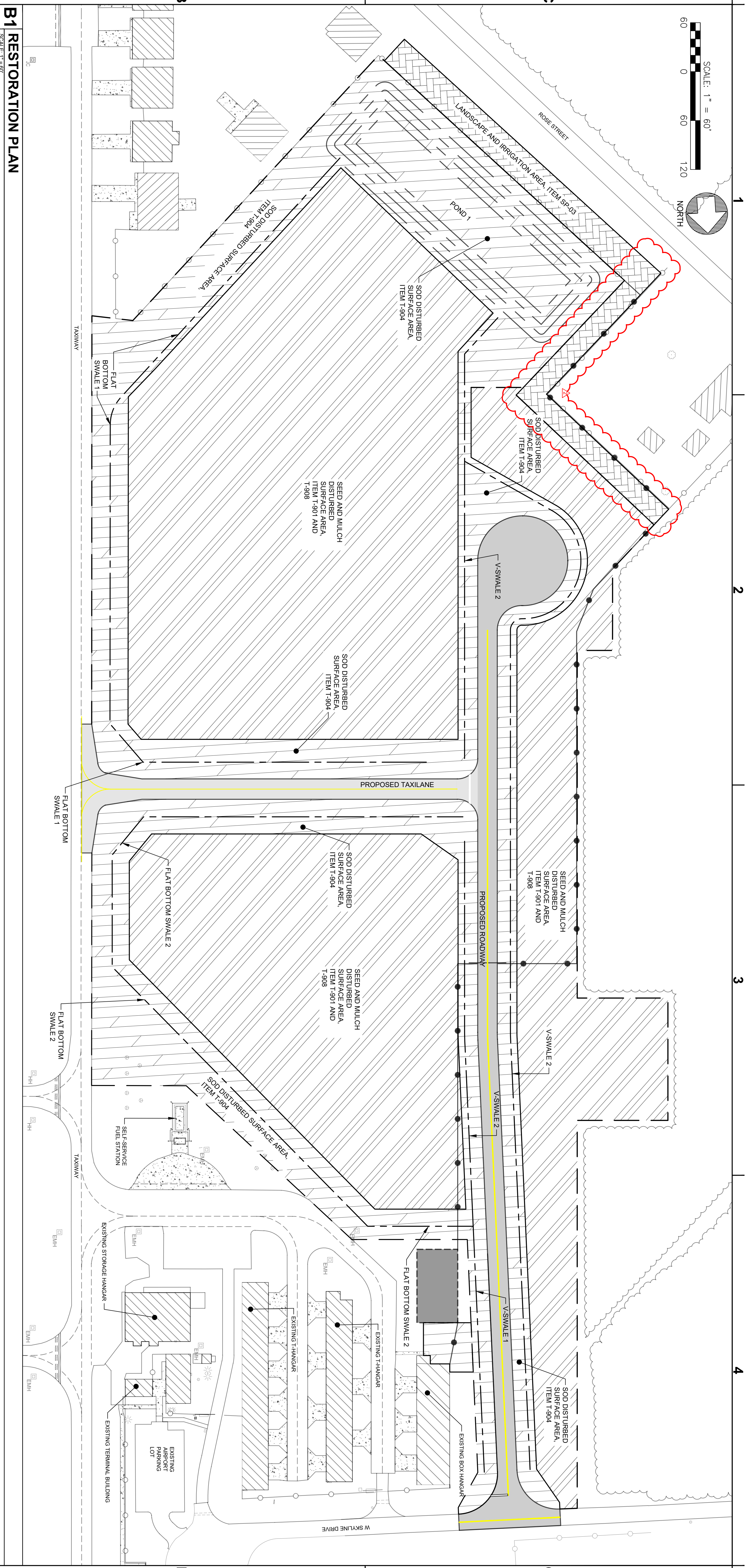
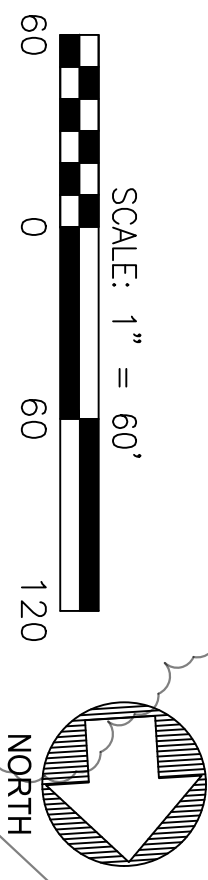
A1 SETBACK EXHIBIT
SCALE: 1" = 60'

SETBACK EXHIBIT

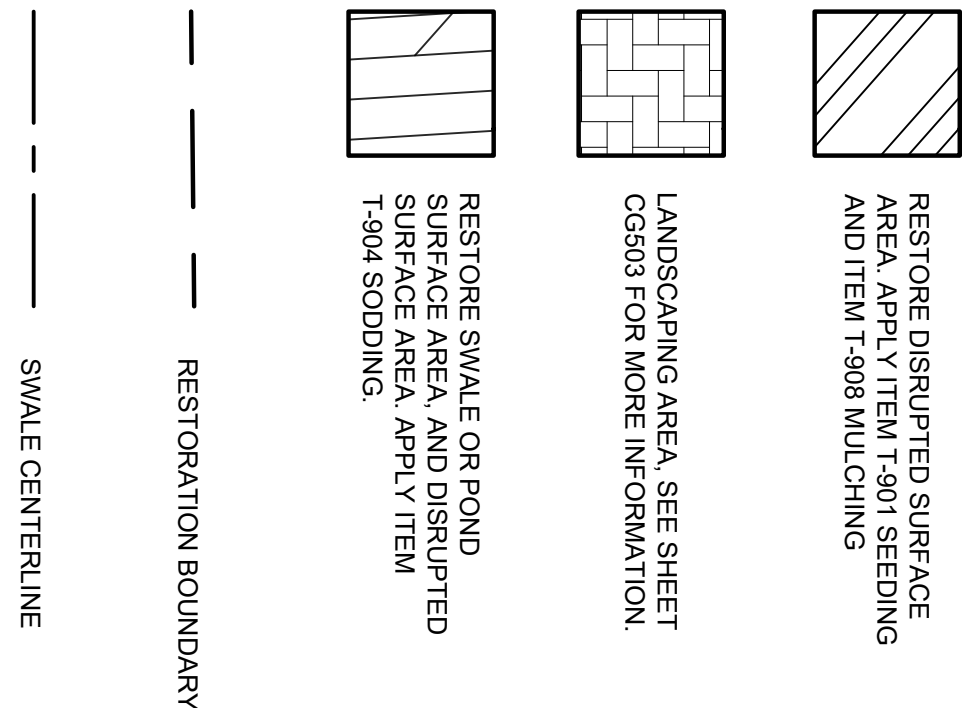


gai consultants
EB 9951
618 SOUTH ST. SUITE 300
ORLANDO, FLORIDA 32801
PHONE: (407) 423-8388

EXHIBIT
SHEET



B1 RESTORATION PLAN
SCALE: 1" = 60'



A1 SHEET LEGEND
SCALE: NOT TO SCALE

NOTES:

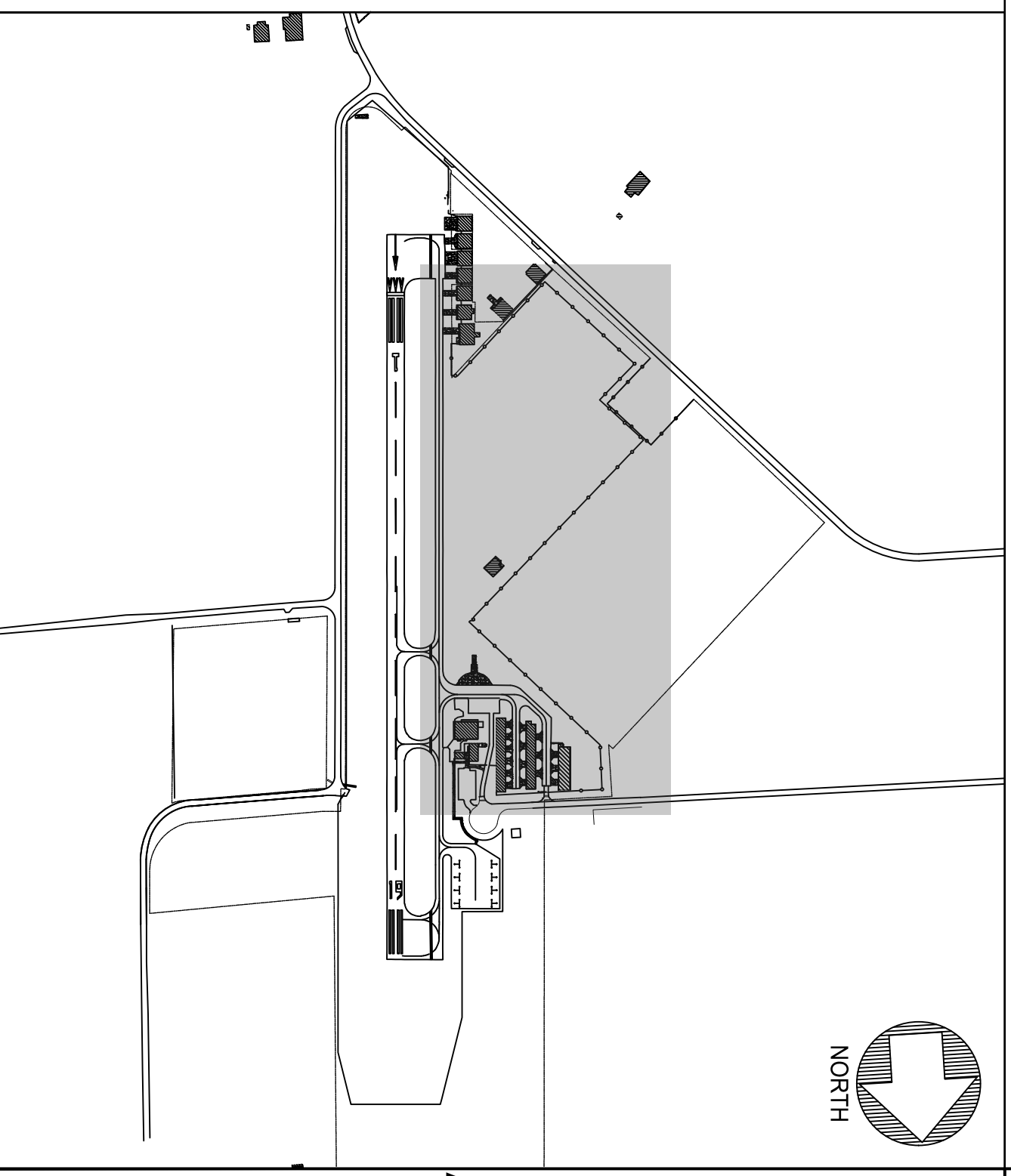
1. ALL AREAS TO BE EXCAVATED SHALL BE STRIPPED OF VEGETATION AND TOPSOIL IN ACCORDANCE WITH SECTION 822.2 OF THE CONTRACT SPECIFICATIONS. STRIPPING SHALL BE MEASURED SEPARATELY FOR PAYMENT.
2. FOR PROPOSED WORK ITEMS OUTSIDE OF THE RESTORATION LIMITS SHOWN, RESTORATION SHALL BE INCIDENTAL TO THE LINE ITEM ASSOCIATED WITH THE CORRESPONDING WORK. ALL AREAS SHALL BE RESTORED EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
3. CONTRACTOR SHALL IMPLEMENT A LARGE SCALE SPRINKLING SYSTEM AND WILL BE RESPONSIBLE FOR THE COST OF WATER. CONTRACTOR SHALL PROVIDE SOD AND MULCH TO THE SITE AND SHALL SHOW POSITIVE GROWTH. MINIMUM WATERING PER DAY SHALL BE AS REQUIRED BY THE ENGINEER.
4. THE CONTRACTOR SHALL SUPPLY ALL SPRINKLERS OR METHODS OF WATERING ALL RESTORATION AREAS. WATER SOURCE SHALL BE DETERMINED BY THE CONTRACTOR. CITY OF UMATILLA POTABLE WATER MAIN MAY BE USED IF ELECTED. HOWEVER, A METER WILL BE PROVIDED BY THE CITY AND THE CONTRACTOR SHALL PAY THE CITY PER GALLON OF WATER USED. ALTERNATIVELY, ANY ON SITE GROUND WATER WELL MAY BE UTILIZED. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND MEANS OF WATER RETRIEVAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. NO ADDITIONAL PAYMENT TO THE CITY SHALL BE REQUIRED FOR USE OF THE GROUND WATER WELL. NO SEPARATE MEASUREMENT PAYMENT SHALL BE MADE FOR WATERING. IT SHALL BE NECESSARY AND INCIDENTAL TO RESTORATION ACTIVITIES.

A2 RESTORATION NOTES
SCALE: NOT TO SCALE

RESTORATION SURFACE AREAS		
TYPE	AREA	UNIT
DRY RETENTION POND 1	4.885	SY
V-SWALE 1	540	SY
V-SWALE 2	4,340	SY
FLAT BOTTOM SWALE 1	4,900	SY
FLAT BOTTOM SWALE 2	5,765	SY
SEED AND MULCH DISTURBED SURFACE AREA	54,945	SY

A3 RESTORATION AREA TABLE
SCALE: NOT TO SCALE

A4 KEY PLAN
SCALE: NOT TO SCALE



RESTORATION PLAN

HANGAR INFRASTRUCTURE DEVELOPMENT

UMATILLA MUNICIPAL AIRPORT (X23), LAKE COUNTY, FLORIDA

NO.	DATE	DESCRIPTION
1	1/14/2021	ESI #2

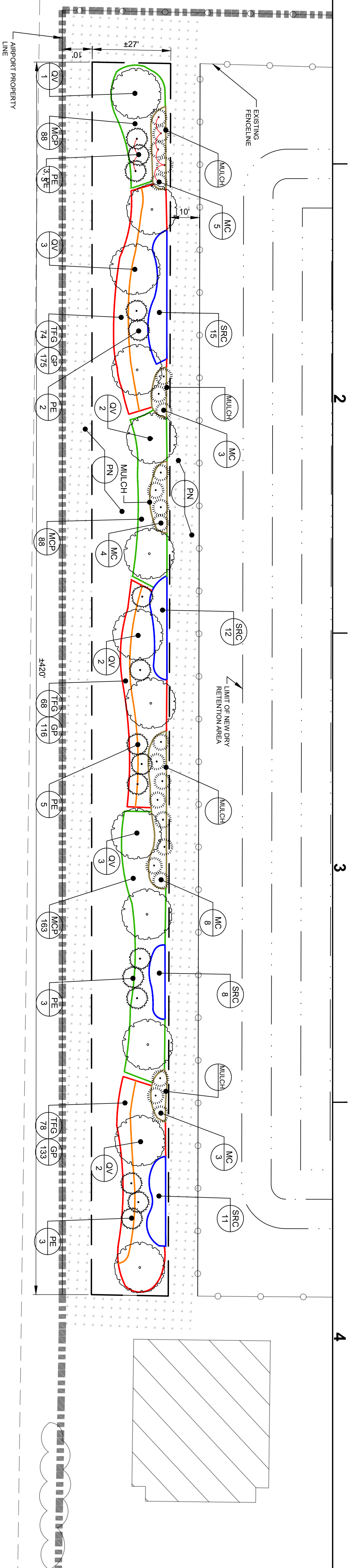
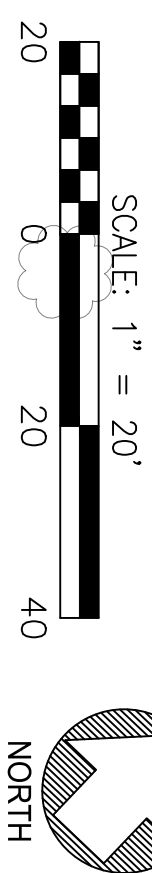
REVISIONS

SCALE:	AS SHOWN
DATE:	OCTOBER 2020
DRAWN:	KNM, ALB
CHECKED:	MBH
APPROVED:	D/JN

gai consultants

EA 9951
618 SOUTH ST SUITE 300
ORLANDO, FL 32801
PHONE: (407) 423-8398
PROJECT NO./DASH NO.
A170433.08
SHEET

CG501



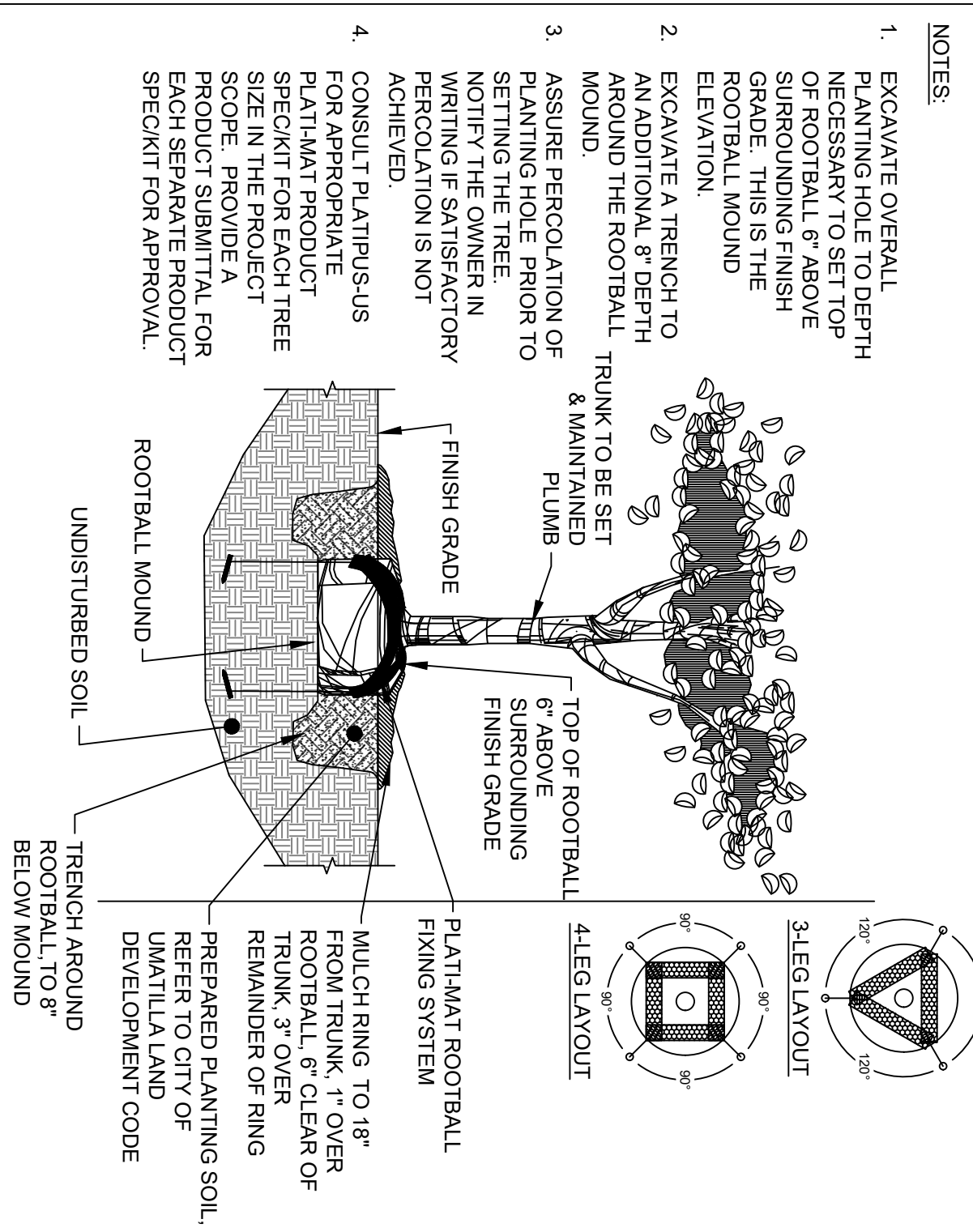
C1 LANDSCAPING PLAN

PLANT SCHEDULE

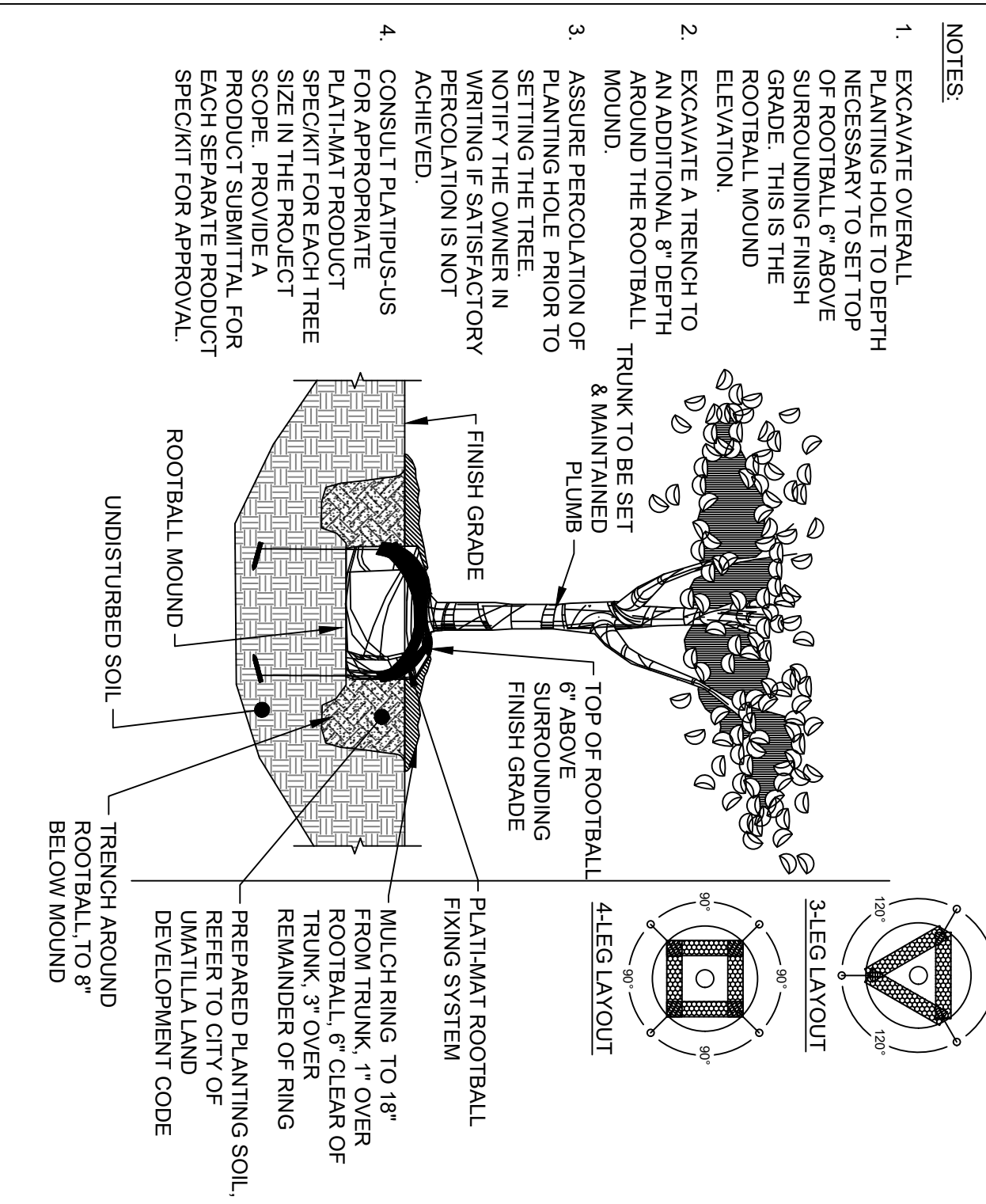
PLANT SYMBOL	PLANT TAG	QTY	BOTANICAL NAME	COMMON NAME	SIZE SPECIFICATION	SPACING	IRRIGATION USE	NOTES
	QV	13	QUERCUS VIRGINIANA	LIVE OAK	4" CAL., 22' HT. X 8' W.	AS SHOWN	LOW	
	PN	**	PASPALUM NOTATUM	ARGENTINE BAHIA	12" X 18" SOLID SOD PIECES, MINIMUM			
	MC	**	PASPALUM NOTATUM	PINE STRAW MULCH	3" DEPTH AFTER WETTING AND LIGHT TAMPING			
	MCP	339	MUHLENBERGIA CAPILLARIS	GULF MUHLY GRASS	3 GAL., 24" HT. X 24" W.	30" O.C.	LOW	LOCATE RANDOMLY IN THE FORWARD
	SRC	46	SERENOA REPENS 'CHIMERA'	SILVER SAW PALMETTO	3 GAL., 15" HT. X 15" W.	48" O.C.	LOW	
	TFG	220	TRIPSACIUM FLORIDANUM	FLORIDA GAMA GRASS	3 GAL., 21" HT. X 18" W., FULL	36" O.C.	LOW	
	QV	13	QUERCUS VIRGINIANA	LIVE OAK	4" CAL., 22' HT. X 8' W.	AS SHOWN	LOW	
	PN	**	PASPALUM NOTATUM	ARGENTINE BAHIA	12" X 18" SOLID SOD PIECES, MINIMUM			
	MC	**	PASPALUM NOTATUM	PINE STRAW MULCH	3" DEPTH AFTER WETTING AND LIGHT TAMPING			

** ARGENTINE BAHIA SOD AND PINE STRAW MULCH QUANTITIES SHALL BE DETERMINED BY THE CONTRACTOR BASED ON FIELD CONDITIONS AND THE REQUIREMENTS SPECIFIED HEREIN.

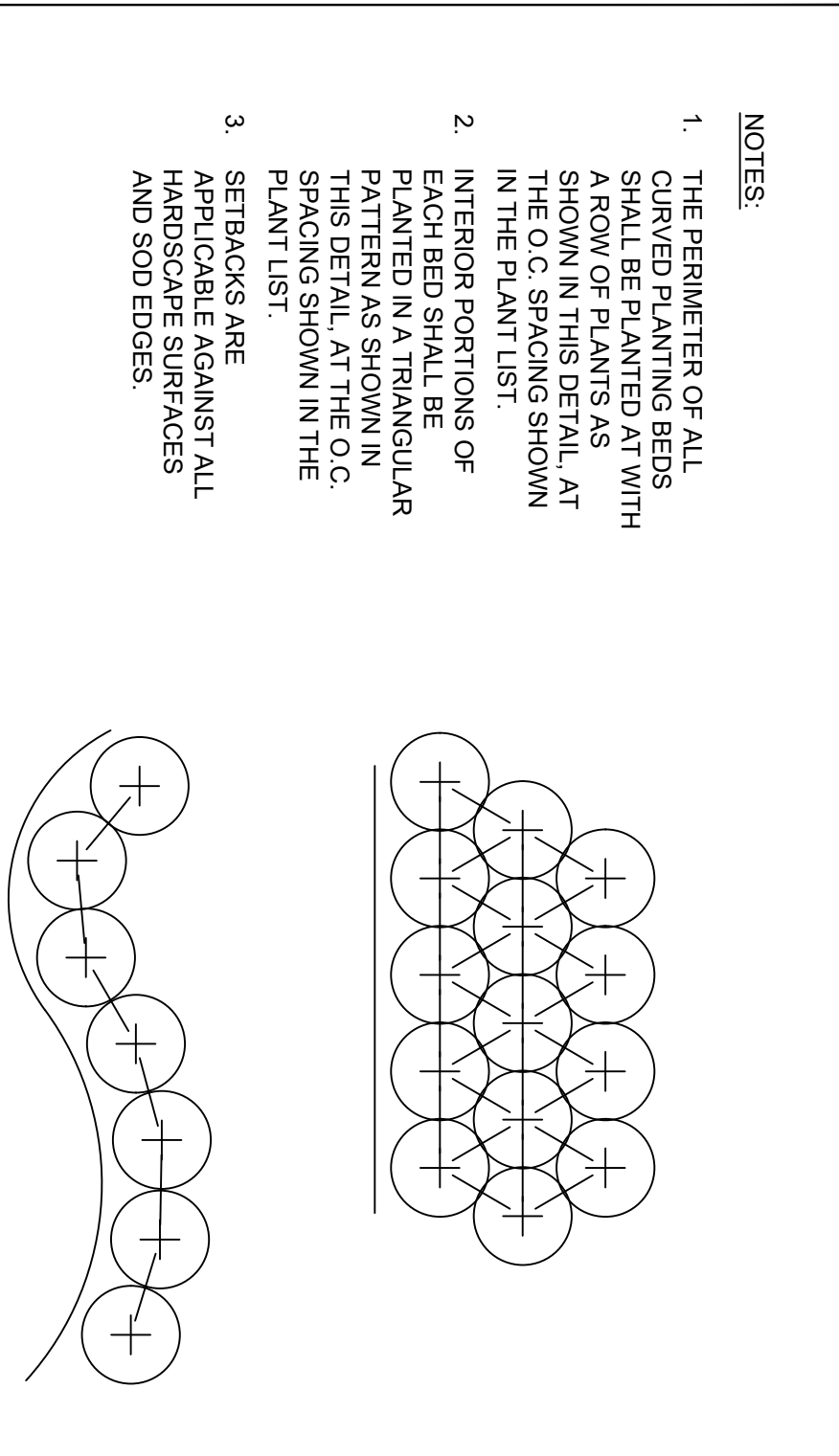
B4 TREE PLANTING DETAIL: 65-300 GAL



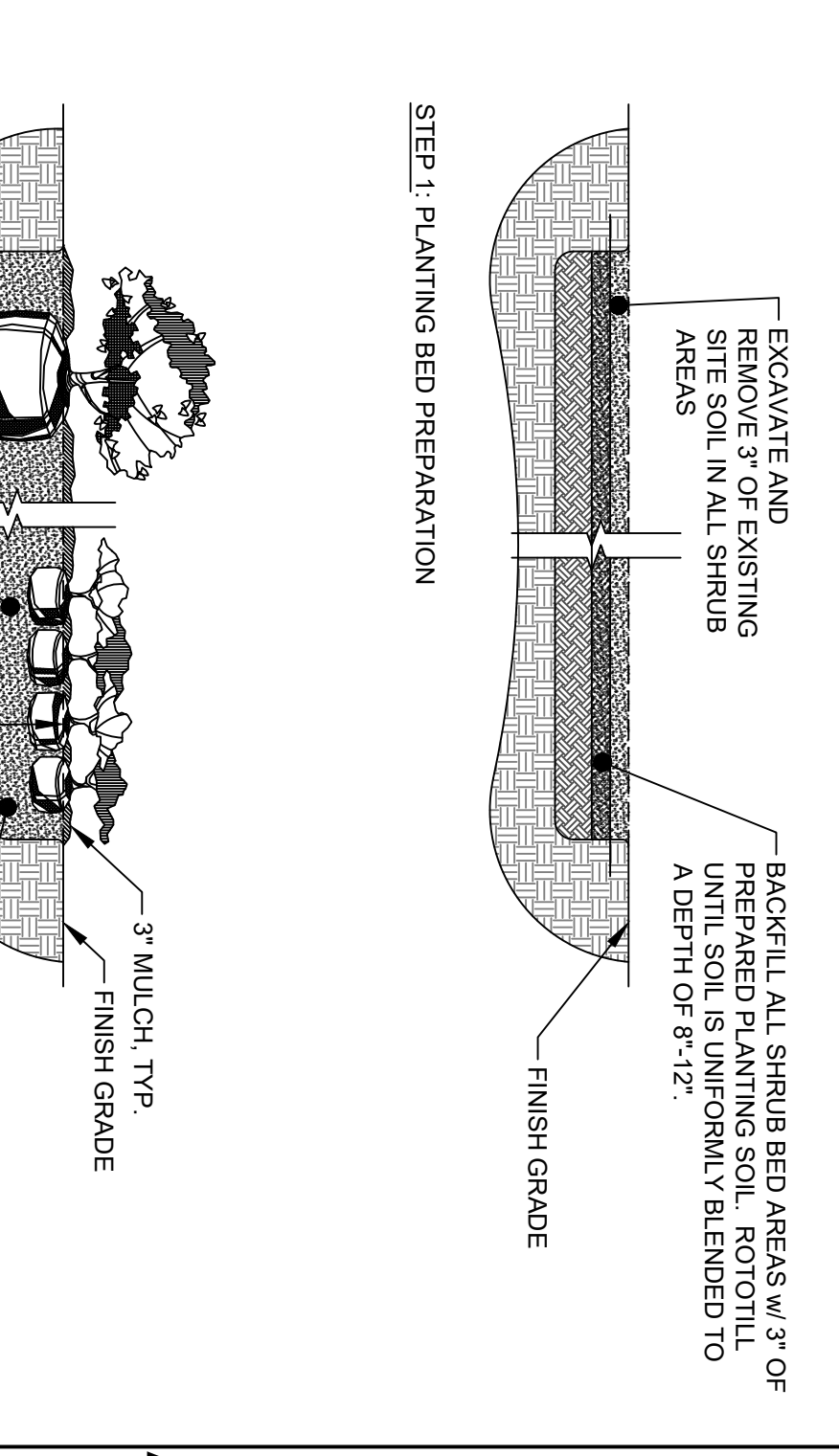
B4 TREE PLANTING DETAIL: 15-45 GAL



A3 TRIANGULAR PLANT LAYOUT DETAIL



A4 SHRUBS AND GROUND COVER PLANTING



A1 PLANT SCHEDULE AND LANDSCAPING NOTES

1. ALL INSTALLATION OF PLANT MATERIAL SHALL COMPLY WITH APPLICABLE JURISDICTIONAL CODES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THIS WORK.
 3. THE CONTRACTOR SHALL REVIEW AND APPROVE ALL PLANTING SCHEDULES AND PLANS TO BECOME THROUGHLY FAMILIAR WITH THE QUANTITIES AND SPECIFICATIONS OF THE LANDSCAPE CONTRACT DOCUMENTS AND VERIFYING ALL QUANTITIES AND REPORTING ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO CONTRACT AWARD AND COMMENCEMENT OF WORK.
 4. ALL PLANT MATERIAL SHALL BE IN FULL AND STRICT ACCORDANCE WITH FLORIDA NO. 1 GRADE APPROPRIATE TO THE GRADES AND STANDARDS FOR NURSERY PLANTS PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
 5. ALL PLANT MATERIAL SIZES SPECIFIED ARE MINIMUM SIZES. CONTAINER SIZE SHALL BE INCREASED IF NECESSARY TO AVOID COLLAPSE OF PLANTS. PLANTS SHALL BE SPECIFIED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THIS WORK.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THIS WORK.
 7. PRIOR TO INSTALLATION, THE CONTRACTOR SHALL CONFIRM THE AVAILABILITY OF ALL THE SPECIFIED PLANT MATERIALS. SUBMIT DATED PHOTOGRAPHS OF TREE MATERIAL AND SPECIMEN PLANT MATERIAL TO THE OWNER'S REPRESENTATIVE FOR REVIEW.
 8. ALL PLANTING BEES SHALL BE TOP-DRESSED WITH A 3" LAYER OF PINE BARK MULCH (PINES).
 9. THE CONTRACTOR TO SUBMIT SAMPLE FOR APPROVAL. ALL TREES SHALL HAVE A 3" THICK, 24" RADIUS SHRUB AND GROUND COVER BEB QUANTITIES ARE INDICATED ON THE PLANT LIST. PLANT ACCEPT SHRUBS AND TREES AS SHOWN ON THE LANDSCAPE PLANTING PLANS WHEN INDIVIDUAL PLANTS ARE DELINEATED.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STABILITY AND PLUMB CONDITION OF ALL TREES AND SHRUBS AND SHALL BE LEGALLY LIABLE FOR ANY DAMAGE CAUSED BY INSTABILITY OF ANY PLANT MATERIALS. STAKING OF TREES OR SHRUBS SHALL BE DONE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS.
 11. THE CONTRACTOR SHALL INSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANT BEES AND PLANTERS. IF INADEQUATE VERTICAL DRAINAGE IS ENCOUNTERED, THE CONTRACTOR SHALL SUBMIT A PROPOSED VERTICAL DRAINAGE TO THE OWNER'S REPRESENTATIVE.
 12. CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH IRRIGATION WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED TO SUPPLEMENT IRRIGATION WATERING AND RAINFALL.
 13. CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS IF NECESSARY TO MAINTAIN PLANT VITALITY, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION.

A3 TRIANGULAR PLANT LAYOUT DETAIL

1. EXCAVATE OVERALL PLANTING HOLE TO DEPTH NECESSARY TO SET TOP SURROUNDING FINISH GRADE. THIS IS THE ROOTBALL MOULD ELEVATION.
 2. EXCAVATE A TRENCH TO AN ADDITIONAL 8" DEPTH AROUND THE ROOTBALL MOULD.
 3. ASSURE PERCOLATION OF PLANTING HOLE PRIOR TO SETTING THE TREE. NOTIFY THE OWNER IN WRITING IF SATISFACTORY PERCOLATION IS NOT ACHIEVED.
 4. INSTALL 2x2 STAKES AGAINST THE OUTER EDGE OF THE ROOTBALL. 3" MIN. INTO UNDISTURBED SOIL. SET 2x2 HORIZONTAL BRACES ACROSS TOP OF ROOTBALL AND SECURE TO STAKES W/ 3" LONG H.D. GALV. WOOD SCREWS.

REVISIONS

NO.	DATE	DESCRIPTION

LANDSCAPING PLAN

HANGAR INFRASTRUCTURE DEVELOPMENT

UMATILLA MUNICIPAL AIRPORT (X23), LAKE COUNTY, FLORIDA

SCALE: AS SHOWN
 DATE: OCTOBER 2020
 DRAWN: KMM, ALB
 CHECKED: MBH
 APPROVED: DJM

gai consultants

EB 9951
 618 SOUTH STATE AVENUE, SUITE 700
 GAITHERSBURG, MD 20878
 PHONE: (410) 423-8399
 PROJECT NO./DWSH NO.
 A170433.08

CG503

SHEET

DATE: 10/29/2020
 TIME: 10:28:54 AM

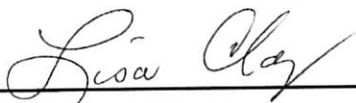
Affidavit of Publication DAILY COMMERCIAL

Serving Lake and Sumter Counties

located in Leesburg, Lake County Florida
STATE OF FLORIDA, COUNTY OF LAKE

Before the undersigned authority personally appeared

Lisa Clay



who on oath says that she is an authorized employee of the Daily Commercial, a daily newspaper published at Leesburg, in Lake and Sumter Counties, Florida; that the attached copy of advertisement, being a notice in the matter of

Public Hearing

was published in said newspaper in the issues of:

MARCH 3, 2021

Affiant further says that the said Daily Commercial is published at Leesburg, in said Lake and Sumter Counties, Florida, and that the said newspaper has heretofore been continuously published in said Lake and Sumter Counties, Florida, daily, and has been entered as second class mail matter at the post office in Leesburg, in said Lake and Sumter Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 3 day of March
A.D., 2021.



Cheryl A. Miller
Notary Public


(Print, Type or Stamp Name of Notary Public)

AD# D057589

NOTICE OF PUBLIC HEARING LARGE SCALE COMPREHENSIVE PLAN AMENDMENT AND REZONING

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.

The proposed ordinances will be considered during the second reading at the Umatilla City Council meeting on March 16, 2021 at 6:00 p.m.

The meeting will be held in the City Council Chambers at 1 S. Central Avenue, Umatilla, Florida.

The proposed ordinances may be inspected by the public between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday excluding holidays at City Hall. For further information call (352) 669-3125.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

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

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

Karen H. Howard, MMC
City Clerk



D057589 - March 3, 2021

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: March 10, 2021 **MEETING DATE:** March 16, 2021

SUBJECT: Resolution 2021 – 04

ISSUE: State Revolving Fund, Construction Loan Agreement WW350752

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 15th and September 15th until fully paid.

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

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.

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

1 **RESOLUTION 2021 - 04**

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

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

9 **WHEREAS**, the Umatilla City Council adopted Resolution 2021 – 04 on March 16, 2021,
10 entering into a Construction Loan agreement with the State of Florida Department of
11 Environmental Protection; and

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

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

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

16
17 **Section 2.** Construction Loan Agreement WW350752 is attached herewith and referenced as
18 “Exhibit A”.

19
20 **Section 3.** The City Manager is hereby designated as the authorized representative to provide the
21 assurances and commitments required by the loan application.

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

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

27 **PASSED and ADOPTED this 16th Day of March, 2021.**

APPROVED AS TO FORM AND
LEGALITY

Kent Adcock, Mayor
ATTEST

Kevin Stone, City Attorney

Karen H. Howard, MMC City Clerk

**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

(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

(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 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, 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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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

City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF March 2, 2021 – March 8, 2021

ARRESTS

3/4/2021	5:59 pm	William Green Umatilla	Booked into the Lake County Jail on charges of possession of methamphetamine, possession of paraphernalia and resisting and officer without violence.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

REPORTS FILED

3/2/2021	6:48 am	Officer's transported a person to Lifestreams Behavior Center for treatment under the Baker Act.
3/3/2021`	3:28 pm	Officers took a report of tools not being returned to APH Construction Services after an employee was terminated.
3/5/2021	5:38 pm	Officers picked up a discarded bicycle on Cassady Street and placed in safe keeping at the police department.
3/8/2021	6:00 pm	Officers looked into a case from that the Sheriff's Office sent a report to us on. The case has been sent to Mount Dora Police Department as they currently reside in that jurisdiction.

ACTIVITY BREAKDOWN

ARRESTS	1
DISPATCHED CALLS	115
TRAFFIC STOPS	33
TRAFFIC CITATIONS ISSUED	1

CODE ENFORCEMENT REPORT

through March 9, 2021

Column1	Column3	Column4	Column5	Column6	Column7
CASE	ADDRESS	DATE	VIOLATION	STATUS	
16-00015	410 N ORANGE AVE		IN COMPLIANCE WITH ORDER AS OF 5/27/2018 FINE DUE \$10,992.9C	Fine Certified on 6/21/2017;	COF \$ 25/day starting 3/17/1
17-00007	546 GUERRANT ST		property was abated, fine stopped on August 1, 2018 TOTAL FINE DUE \$20,508.33 (375 DAYS @ \$50/DAY + ABATEMENT AND ADMIN FEES	Fine certified on 8/16/2017	COF \$50/day starting 7/22/17
17-00166	398 ROSE ST	10/18/2017	ROOF DEFECT, TREE BRANCHES/GUTTER DOWN, GRASS OVERGROWN, UNKEMPT	CN MAILED	
18-00015	128 CASSADY ST	1/23/2018	Trash, fence, grass, junk		
17-00139	195 BULLDOG LN	8/9/2017	Went to Cert. of Fine. Still accruing daily fine of \$50.00 per day. Fine as of July 24, 2019 fine is \$24,557.3		
18-00048	128 CASSADY ST	3/7/2018	SPECIAL MASTER GRANTED 90 DAYS FOR COMPLIANCE (REINSPECTION 1 MAY, 2019) \$50/DAY IF NOT IN COMPLIANCE		
18-00219	208 LORI COURT	11/13/2018	SPECIAL MASTER GRANTED 30 DAYS FOR COMPLIANCE (REINSPECTION MARCH 4, 2019) \$50/DAY IF NOT IN COMPLIANCE (10,500 as of 9/30/2019		
19-00021	398 ROSE ST	2/20/2019	ABATEMENT NOTICE POSTED 2/26/2019 - USDA Foreclosure		
19-00044	41 N OAK AVE	4/2/2019	ABANDONED VEHICLES - RV AND SUV		
19-00130	390 EAST LAKE ST	9/9/2019	LIFE SAFETY HAZARD WAS REMOVED, MONITORING FOR REMOVAL THE DEBRIS LEFT FROM THE TREE THEY CUT DOWN		
20-00050	195 BULLDOG LN	5/19/2020	additional violations regarding continued deterioration of the property		
20-00076	235 N CENTRAL AVE	6/19/2020	WASHOUT OF SAND FROM PROPERTY INTO STORM DRAIN SYSTEM. Partial compliance, grave filled the washed out areas. Drains		
20-00114	546 GUERRANT ST	9/14/2020	COMPLAINT - OVERGROWN GRASS, FENCE IN ILL REPAIR, JUNK CARS		
20-00119	WAFFORD LOT E OF 172 LAKEVIEW ST	9/22/2020	IMPROPER PLACEMENT OF YARD TRASH ON DUBBS STREET RIGHT OF WAY		
20-00120	55 N CENTRAL AVE	9/23/2020	BOLLARDS INSTALLED VIOLATE ELECTRICAL CODE FOR CLEAR WORKSPACE		
20-00122	685 GUERRANT ST	10/07/2020	COMPLAINT REFERENCE ABANDONED APPEARANCE		
20-00130	16603 LAKE SMITH ROAD	10/30/2020	RIGHT OF WAY OVERGROWN.		
20-00133	17 HIBISCUS ST	11/4/2020	ACCUMULATION OF JUNK AND OTHER UNSIGHTLY OR UNSANITARY MATTER ON PROPERTY- ILLEGAL WATER HEATER CONNECTION TO PORTABLE PROPANE TANI		
20-00135	310 N CENTRAL AVE	12/4/2020	WORK WITHOUT PERMIT - CLEARING LOT AND LAYING BASE . MOVE ELECTRICAL		
20-00136	15 LONESTAR ST	12/4/2020	WORK WITHOUT PERMIT- LAYING BASE IN RIGHT OF WAY FOR PARKING AREA		
20-00139	51 HIGHLAND ST	12/23/2020	OUTDOOR STORAGE OF JUNK, RV IN NOT BEHIND BUILDING FRONTAGE, RV OCCUPIED IN RESIDENTIAL ZONING		
20-00141	497 S CENTRAL AVE	12/28/2020	UNSAFE STRUCTURE - CARPORT ROOF COLLAPSING, FIBERGLASS SHED WALLS FALLING		
21-00002	63 CAMELLIA ST	1/4/2021	PORCH ADDITION WITH NO PERMIT		
21-00004	17 HIBISCUS ST	1/21/2021	ACCUMULATION OF JUNK TANK - NO WATER SERVICE TO OCCUPIED DWELLING		
21-00005	219 GRANDVIEW AVE	1/29/2021	COMPLAINT REFERENCE ROOSTERS AND CHICKENS - NO PERMIT FOUND.		
21-00006	390 EAST LAKE ST	2/5/2021	FENCE IN STATE OF DISREPAIR.		
21-00007	34 CAYMAN CIR	2/5/2021	YARD SALES OCCURING WITHOUT PERMITS. EXCEEDS 2 PER YEAR		
21-00008	395 CASSADY ST	2/22/2021	YARD TRASH AT CURB NOT IN CONFORMANCE WITH ROADSIDE COLLECTION STANDARD		
21-00009	75 TROWELL AVE	2/24/2021	YARD UNKEMPT, RIGHT OF WAY NOT MAINTAINED, FENCE IN STATE OF ILL REPAIR, NOISE AT NIGHT		
21-00010	5 CAYMAN CIR	2/26/2021	COMPLAINT OF BUSINESS OPERATING OUT OF HOME, UNLICENSED TRUCK IN YARD, NOISE AT NIGHT		
21-00011	522 WINOGENE AVE	3/4/2021	NO HOME OCC LICENSE FOR APH CONSTRUCTION SERVICES -REGISTERED ON SUNBIZ AND REPORT FILED WITH POLICE USING THIS ADDRESS		
21-00012	220 EAST LAKE ST	3/8/2021	VACANT PROPERTY NOT BEING MAINTAINED, GRASS WEEDS, TRASH		
			LIEN SATISFIED ON 01/21/2021		
			COMPLETE - FINE DUE		
			CURRENTLY ACCRUING DAILY FINES		
			COMPLETED - CASE CLOSED		
			CERTIFICATION OF FINE PENDING		
			WENT TO SPECIAL MASTER 2/3/2021		
			ABATEMENT - LIEN RECORDED		
			PARTIAL COMPLIANCE -MONITOR FOR FOLLOW THROUGH		
			UNFOUNDED		

Umatilla Fire Department Activity Report



Figure 1 Fire Department Logo

CITY OF UMATILLA FIRE DEPARTMENT

“Nature’s Hometown”

Report for: 2/10/2021 to 3/8/2021

Medical Calls: 48

Total Calls: 62

Fire/Accident/Other	County		
Fire	4	Automatic Aid Given	6
MVA	2	Automatic Aid Received	1
Public Assistance	3	Overlapping Calls	0
Automatic Fire Alarm	0		
Mutual Aid	0		
Fly Outs	0		
Technical Rescue	0		
Average Response Time	6 minutes		

Meetings and Activities

Crews completed 235 hours of training

Chief has been working with Finance and the City Manager on a USDA grant for new command vehicle. Also work on a BRIC grant to replace the bay doors on the station making it safer during severe weather.

A Note from the Fire Chief:

The department is in good shape responding to the current crisis. We continue to monitor our firefighters every day for temperature and signs and symptoms, firefighters are also required to wear mask while in public at all times.

Shane Lanoue
Fire Chief



Umatilla Public Library January 2021



2021	Jan 2021	Feb 2021			
Visits	3883				
Checkouts	2924				
E-Books (digital)	412				
Total Circulation	3336				
New Patrons	25				
Computer use	133				
Wireless (inc above)	600				
YA programs (attend)					
Adult programs					
Children's Programs					
Study Hall	137				
Meeting room attend.					
Cash to city	342.98				

The library will follow the same procedures for the 2021 Summer Reading Program (SRP) as in the previous year. All programs will be done curbside and virtual.

The Kiwanis group donated \$1500.00 to our children’s programming. This will help offset the increased cost of running the SRP during the pandemic and buy new books.

The Westervelt family ask that in lieu of flowers, donations be made in to the Umatilla Library in John’s name. \$3475.00 has been donated and we are using the money to buy new adult and children’s books. A book plate will be placed in each book with John’s name. We are very grateful to the Westervelts for thinking of the library.

The Lake County Library System (LCLS) is working with the Lake County Fair. For each 3 or more books a child (ages 5-11) checks out during the month of March they will receive a free ticket for the April 2021 Lake County Fair.

LCLS new database, LinkedIn Learning offers video courses taught by industry experts in software, creative, and business skills. It is a subsidiary of LinkedIn. All the courses on LinkedIn fall into 3 categories: Business, Creative, and Technology. Users have access to over 16,000 courses in 7 languages, including English, Spanish, German, French, Japanese, Mandarin and Brazilian Portuguese. Certificates of course completion are also available.

Ancestry.com library edition: For a limited time, Lake County library card holders can research their family's history and browse through genealogical records and documents anywhere with wifi! Just log in with your library card under databases.