

REVISED AGENDA - UMATILLA CITY COUNCIL MEETING
November 17, 2020, 6:00 PM or as soon thereafter as possible
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.

Please silence your electronic devices

Call to Order

Roll Call

AGENDA REVIEW

SWEARING IN ELECTED OFFICIALS

Brian Butler – Council Seat 1

Laura Wright – Council Seat 2

John Nichols – Council Seat 3

ORGANIZATIONAL MEETING

1 Elections

 a Mayor

 b Vice Mayor

APPOINTMENTS

2 Lake County League of Cities Director and Alternate Director

3 City Liaison to Chamber of Commerce Board of Directors

4 MPO Board Member and Alternate

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

5 Resolution 2020 – 25 SRF Application, Construction Loan

6 Resolution 2020 – 29 Support of Lake County Policy Proposal

Adjourn meeting

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.

November 17, 2020

OATH: I, Brian Butler, do solemnly affirm that I will support, protect and defend the Constitution and Government of the United States of America and of the State of Florida against all enemies both domestic and foreign and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold the office under the Constitution; that I will faithfully perform all the duties for the City Council Seat #1 for a term of four (4) years in the City of Umatilla, Florida, on which I am about to enter, so help me God.

Brian Butler

OATH: I, Laura Wright, do solemnly affirm that I will support, protect and defend the Constitution and Government of the United States of America and of the State of Florida against all enemies both domestic and foreign and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold the office under the Constitution; that I will faithfully perform all the duties for the City Council Seat #2 for a term of four (4) years in the City of Umatilla, Florida, on which I am about to enter, so help me God.

Laura Wright

OATH: I, John Nichols, do solemnly affirm that I will support, protect and defend the Constitution and Government of the United States of America and of the State of Florida against all enemies both domestic and foreign and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold the office under the Constitution; that I will faithfully perform all the duties for the City Council Seat #3 for a term of four (4) years in the City of Umatilla, Florida, on which I am about to enter, so help me God.

John Nichols

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 13, 2020 **MEETING DATE:** November 17, 2020
SUBJECT: Council Elections
ISSUE: Mayor and Vice Mayor positions

BACKGROUND SUMMARY: During the 2018 general election the results of a voter referendum question approved the transition of the Mayor’s position from one elected by the registered voters to one elected by a vote of the Council.

These positions have a term of one year that coincides with the second meeting in November. The city holds its elections on even numbered years in conjunction with county, state, and federal elections. This period is consistent with the certification of election results by the Supervisor of Elections office and the swearing-in of newly elected city officials. This year there was no opposition to those who qualified to run for office so there were no results to certify.

STAFF RECOMMENDATIONS: 1) Nominate an elected official to serve as Mayor, make a motion and second, and vote to confirm the selection of the Mayor. 2) Nominate an elected official to serve as Vice Mayor, make a motion and second, and vote to confirm the selection of the Vice Mayor.

FISCAL IMPACTS: The Mayor’s position receives an additional monthly stipend of \$100.

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

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 13, 2020 **MEETING DATE:** November 17, 2020
SUBJECT: Appointment to Lake County League of Cities
ISSUE: Selection of Director and Alternate Director for 2020/2021

BACKGROUND SUMMARY: Currently, Council member Eric Olson serves as the Director and City Manager Blankenship serves as the Alternate Director for the Lake County League of Cities. The League's By – Laws allow for an elected official to serve as a Director and a non – elected official to be named the Alternate Director. The Director is the voting official for the city but the Alternate may vote should the Director not be in attendance at the meeting.

Meetings are held on the second Friday of the month at Mount Dora Golf Club beginning at 11:30 a.m.

STAFF RECOMMENDATIONS: Appoint a Director and an Alternate Director to serve on the League of Cities Board of Directors for 2020/2021.

FISCAL IMPACTS: Dues and luncheon expenses are included in this year's budget.

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

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 13, 2020 **MEETING DATE:** November 17, 2020
SUBJECT: Appointment to Umatilla Chamber of Commerce Board of Directors
ISSUE: City Liaison for Chamber Board

BACKGROUND SUMMARY: The Chamber of Commerce Board of Directors works with a City of Umatilla designee appointed to serve as the City Liaison.

City Manager Scott Blankenship has been serving in this capacity and has worked with the Chamber of Commerce by representing and coordinating the needs of the business community with the tools available through the Chamber and the city.

The city and Chamber have been working well together and look forward to holding future joint workshops focusing on economic development.

STAFF RECOMMENDATIONS: Reappoint Mr. Blankenship to serve as City Liaison to the Chamber of Commerce Board.

FISCAL IMPACTS: N/A

COUNCIL ACTION:

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

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 13, 2020 **MEETING DATE:** November 17, 2020
SUBJECT: Appointment to Lake-Sumter Metropolitan Planning Organization
ISSUE: Selection of Representative and Alternate for 2021

BACKGROUND SUMMARY: Kaye Adams serves in the capacity of the MPO representative for the city with Kent Adcock as the alternate.

The Lake-Sumter MPO Governing Board consists of 29 board members (16 voting and 13 non-voting) representing the communities of the Lake-Sumter region. Each member government appoints elected representation to the MPO Governing Board, along with an alternate representative.

The apportionment of membership on the Lake-Sumter MPO Governing Board includes one voting representative from each of the seven most populated cities in Lake County, including Clermont, Eustis, Lady Lake, Leesburg, Minneola, Mount Dora and Tavares. The seven (7) least populated cities of Lake County (Astatula, Groveland, Fruitland Park, Howey-in-the-Hills, Mascotte, Montverde, Umatilla), share one at-large vote that rotates alphabetically each year. An At- Large Representative voting position rotates annually among the five (5) Sumter County municipalities of Bushnell, Center Hill, Coleman, Webster and Wildwood. In addition, the five members of the Lake County Board of County Commissioners and two designated County Commissioners from the Sumter County Board of County Commissioners are each voting members.

The MPO Governing Board meets nine times during the year on the fourth Wednesday of the month. There are no meetings scheduled for March, July, and November. All meetings are open to the public.

STAFF RECOMMENDATIONS: Appoint two elected officials to serve as the city's Representative and Alternate for the Lake-Sumter MPO beginning in January 2021.

FISCAL IMPACTS: N/A

COUNCIL ACTION:

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

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 13, 2020 **MEETING DATE:** November 17, 2020
SUBJECT: Resolution 2020 – 25
ISSUE: State Revolving Fund Loan Application

BACKGROUND SUMMARY: The city is requesting authorization to submit a loan application to the State Revolving Fund (SRF) for Construction Activities related to the sewer line connection with the City of Eustis.

The amount of the loan request is \$3,853,300 and is amortized over a term of thirty (30) years. Water and Sewer revenues are pledged to repay the loan. The Loan Application is in draft form at present, pending additional back-up information and this resolution authorizing the application.

Once the loan application is approved by the state, an additional resolution will require Council approval. At that time the loan and grant portion (loan forgiveness) will be presented detailing the funding and terms. City staff has already been informed the interest rate will be 0%.

STAFF RECOMMENDATIONS: Approval of Resolution 2020 – 25, SRF Loan Application.

FISCAL IMPACTS: Loan request is \$3,853,300. The final amount will be reduced by the grant/loan forgiveness.

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

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RESOLUTION 2020 - 25

A RESOLUTION OF CITY OF UMATILLA, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. WW35075 as eligible for available funding; and

WHEREAS; the **City of UMATILLA, Florida,** intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The **City of UMATILLA, Florida,** is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are net water and sewer system revenues. There are no senior debt obligations.

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

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City’s responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

36 **SECTION VI.** The legal authority for borrowing moneys to construct this Project
37 is Sec. 166.111, Florida Statutes.

38 **SECTION VII.** All resolutions or part of Resolutions in conflict with any of the
39 provisions of this Resolution are hereby repealed.

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

43 **SECTION IX.** This Resolution shall become effective immediately upon its
44 passage and adoption.

45 **PASSED and ADOPTED** this _____ Day of _____, 2020

APPROVED AS TO FORM AND
LEGALITY

Mayor

Kevin M. Stone, City Attorney

ATTEST

Karen H. Howard, City Clerk

46

47

First Reading: _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

**STATE REVOLVING LOAN PROGRAM
for
Point Source Water Pollution Control**

LOAN APPLICATION



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

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LOAN APPLICATION

- (1) SUBMITTAL. Submit the application and attachments to the Department of Environmental Protection, MS 3505, State Revolving Fund Program, 3900 Commonwealth Blvd., Tallahassee, Florida 32399-3000. The application (and backup) may be submitted electronically to the Department's Project Manager.
- (2) COMPLETING THE APPLICATION.
 - (a) This application consists of five parts: (I) ADMINISTRATIVE INFORMATION; (II) PROJECT INFORMATION; (III) FINANCIAL INFORMATION; (IV) AUTHORIZATION AND ASSURANCES; and (V) SUPPLEMENTARY INFORMATION.
 - (b) All information provided on this application must be printed. Monetary amounts may be rounded.
 - (c) Forms and attachments to be submitted are denoted with italic print.
- (3) ASSISTANCE. Completing this application may require information that can be obtained from Clean Water State Revolving Fund Program staff. Please email SRF_Reporting@dep.state.fl.us for assistance in completing this application.

PART I - ADMINISTRATIVE INFORMATION

- (1) PROJECT SPONSOR City of Umatilla
Federal Employer Identification Number 20-00265
DUNS Number 079863247
- (2) AUTHORIZED REPRESENTATIVE (person authorized to sign or attest loan documents).
Name Scott Blankenship Title City Manager
Telephone (352) 669-3125 FAX (352) 669-8313 Email sblankenship@umatillafl.org
Mailing Address P.O. Box 2286
Umatilla, FL 32784
- (3) PRIMARY CONTACT (person to answer questions regarding this application).
Name Timothy P. Norman, P.E. Title Vice President
Telephone (904) 278-0030 FAX (904) 278-0840 Email tnorman@mittauer.com
Employer Mittauer & Associates, Inc.
Mailing Address 580-1 Wells Road
Orange Park, FL 32073
- (4) ADDITIONAL CONTACTS. If more than one additional person is to receive copies of Department correspondence, attach the information (*Attachment #*_____).
Name _____ Title _____
Telephone _____ FAX _____ Email _____
Employer _____
Mailing Address _____
- (5) PROJECT NUMBER (listed on the Department's priority list). WW35075
- (6) INTERIM FINANCING. A local government project sponsor that has interim financing may be subject to certain conditions regarding such financing.

Is the project currently being funded with interim financing? Yes No

PART II – PROJECT INFORMATION

If you are applying for a planning, design, or SSES loan for a project that will involve construction, complete only Subpart A below. If you are applying for a loan to construct a project that is already planned and designed, complete only Subpart B below.

A. PLANNING, DESIGN OR SSES PROJECT

Information should be provided for each separate facility to be planned and designed as appropriate. For design/build projects (not eligible for design loans) or those where multiple facilities, segments, or phases are involved, please attach information for activities, schedule, and cost for each. (*Attachment #*_____)

- (1) **ACTIVITIES.** Attach a brief description of the scope of planning and design activities to be financed by this loan. Include a list of any specialized studies to be performed. (*Attachment #*_____). Are these activities the same as those scheduled on the *Request for Inclusion Form*? Yes No. If “No”, please explain. (*Attachment #*_____)
- (2) **SCHEDULE.**
 - (a) Provide proposed completion dates for the items. (Please call Department staff to discuss time frames needed to complete required tasks.)

Planning documentation	
Engineering work	
Certification of site availability	
Permit	
 - (b) Do you anticipate that an interlocal agreement with another party will be necessary to implement the project? If “Yes”, please explain. (*Attachment #*_____). Yes No
 - (c) Is this a design/build project? Yes No
 - (3) **COST.** Is the cost information submitted for the planning, design or SSES loan priority list current? Yes No. If “No”, please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (*Attachment #* _____) Note that the disbursable amount will be limited to the priority list amount.

PRECONSTRUCTION LOAN APPLICANTS PROCEED TO PART III.

B. CONSTRUCTION OR I/I REHABILITATION PROJECT

- (1) **ACTIVITIES.**
 - (a) Attach a brief description of construction or I/I rehabilitation activities to be financed by this loan. Include a list of the contracts (by title) corresponding to the plans and specifications accepted by the Department (*Attachment #1*).

Are these contracts the same as those scheduled on the *Request for Inclusion Form*? Yes No

If “No”, please explain. (*Attachment #*_____)
 - (b) Have any of the contracts been bid? Yes No

If “Yes”, indicate which contracts have been bid. (*Attachment #*_____)
 - (c) Was planning, design, or SSES for this project financed in another SRF loan? Yes No

If “Yes”, give the SRF loan number. WW35075
 - (d) Does this project involve an interlocal agreement with other local governments or other entities? Yes No

If “Yes”, attach a copy of the Department letter accepting the interlocal agreement. (*Attachment #2*)

Is the interlocal agreement, as accepted by the Department, fully executed and enforceable? Yes No

If “No”, please explain (*Attachment #*_____).

- (2) SCHEDULE. (month and year)
- (a) Anticipated notice to proceed for first construction contract. 01/21
- (b) Anticipated completion of all construction contracts. 01/22
- (3) COST. Is the cost information submitted for the priority list current? Yes No

If "No", please explain and submit revised cost information using the appropriate page of the *Request for Inclusion Form*. (Attachment #_____) Note that the disburseable amount will be limited to the priority list amount.

PART III - FINANCIAL INFORMATION

Estimates of the capitalized interest, project useful life for financial hardship loans, financing rate, pledged revenue coverage, limitations on annual loan amounts for large projects, applicability and amount of repayment reserves, amount of the loan service fee and any other information may be obtained by contacting staff in the State Revolving Fund Management Section.

- (1) PRINCIPAL. The requested amount of the loan which does not include capitalized interest is \$3,853,300

Note that the disburseable amount will be limited to the priority list amount and must be consistent with the project information provided under **PART II** of this application. Also note that the capitalized interest is an inexact estimate, and it is subject to adjustment by the Department to reflect actual disbursement timing. The principal amount of the loan does not include the loan service fee.

- (2) TERMS AND REPAYMENT.
- (a) Loans to local government project sponsors are amortized over the lesser of useful life of the project or 20 years unless the project is to serve a small community qualifying as having a financial hardship. Loans to financial hardship communities may be amortized over the lesser of useful life of the project or 30 years. Loans to non-governmental project sponsors are amortized over the lesser of the useful of the project or 20 years. Finance charges and principal are paid semiannually.

What is the useful life of the project? 30 (years)

Over how many years would you like to amortize the loan? 30 (years)

- (b) List all revenues that are to be pledged for repayment of this loan. Water and Sewer Revenues
- (c) Pledged revenue receipts or collections by the project sponsor must exceed the amount of the repayments due to the Department unless there are other collateral provisions. The excess revenue, or coverage, generally is 15% of each repayment.

What coverage is proposed for the loan? 15% (coverage percentage)

- (d) Is any other financial assistance being applied to this project? Yes No
- If "Yes", please list. (Attachment #3)

- (3) ANNUAL FUNDING LIMIT. Large project funding (generally, loans in excess of \$10 million) may be provided in increments pursuant to the initial loan agreement and subsequent amendments. Each increment shall have a separate financing rate as established in the agreement or amendment providing that increment.

(4) INFORMATION ON LIENS.

- (a) Describe, if applicable, all debt obligations having a prior or parity lien on the revenues pledged to repay this loan. (Attachment #4) For example: City Name, Florida, Water and Sewer System Revenue Bonds, Series 1996, issued in the amount of \$10,000,000, pursuant to Ordinance No. 93-104, as amended and supplemented by Ordinance No. 96-156.
- (b) Using the Part V, *Schedule of Prior and Parity Liens*, provide debt service information, if applicable, on each prior and parity obligation.

- (c) For the listed obligations, provide a copy of the ordinance(s), resolution(s), official statement(s), or pages thereof, setting forth the definitions, use of proceeds, debt service schedule, pledged revenues, rate covenants, provisions for issuing additional debt, provisions for bond insurance, and debt rating. (*Attachment #5*).
 - (d) Describe any other notes and loans payable from the revenues pledged to repay this loan. (*Attachment #_____*).
- (5) ACTUAL AND PROJECTED REVENUES.
- (a) Complete the Part V, *Schedule of Actual Revenues and Debt Coverage* for the past two fiscal years.
 - (b) Complete the Part V, *Schedule of Projected Revenues and Debt Coverage*, demonstrating the availability of pledged revenues for loan repayment.
- (6) AVAILABILITY OF PLEDGED REVENUES. All sources must be supported by a written legal opinion. (*Attachment #6*) The opinion must address the following:
- (a) Availability of the revenues to repay the loan.
 - (b) Right to increase rates at which revenues shall be collected to repay the loan.
 - (c) Subordination of the pledge if pledged revenues are subject to a prior or parity lien.
- (7) LOAN SERVICE FEE. A loan service fee is assessed on each loan. The fee is not part of the loan. The fee along with interest thereon will be deducted from the first available repayments after the final amendment to the loan agreement.

PART IV – AUTHORIZATION AND ASSURANCES

- (1) AUTHORIZATION. Provide an authorizing resolution of the Applicant's governing body or other evidence of authorization (*Attachment #7*) for the following:
 - (a) Pledging revenues to repay the loan.
 - (b) Designation of the Authorized Representative(s) to file this application, provide assurances, execute the loan agreement, and represent the Applicant in carrying out responsibilities (including that of requesting loan disbursements) under the loan agreement.
- (2) ASSURANCES. The Applicant agrees to comply with the laws, rules, regulations, policies and conditions relating to the loan for this project. Applicants should seek further information from the Clean Water State Revolving Fund Program staff as to the applicability of the requirements if the necessity for the assurances is of concern. Specifically, the Applicant certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:
 - (a) Assurances for capitalization grant projects.
 - 1. Complete all facilities for which funding has been provided.
 - 2. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
 - 3. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
 - 4. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
 - 5. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
 - 6. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
 - 7. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
 - 8. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
 - 9. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.

10. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
 11. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.
 12. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
 13. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
 14. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
 15. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
 16. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
 17. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
 18. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
 19. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
 20. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
 21. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- (b) Assurances for other projects.
1. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 2. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 3. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 4. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
 5. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.
 6. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
 7. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
 8. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.

9. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
10. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
11. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
12. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
13. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
14. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

I, the undersigned Authorized Representative of the Applicant, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the application and to provide these assurances.

Signed this _____ Day of _____, 20 20 _____

Authorized Representative _____ Scott Blankenship, City Manager
(signature) *(name typed or printed)*

Attachments

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PART V – SUPPLEMENTARY INFORMATION

**SCHEDULE OF PRIOR AND PARITY LIENS
(EXCLUDING SRF LOANS)**

List annual debt service beginning two years before the anticipated loan agreement date and continuing at least three additional fiscal years. Use additional pages as necessary.

	#1			#2			#3		
Identify Each Obligation	SRF Loan Agreement CW350750 _____			Capital Loan for Water Meters - 2018 _____			_____		
Coverage	15	%		_____	%		_____	%	
Insured?	_____	Yes	X	No	_____	Yes	X	No	_____

Fiscal Year	<u>Annual Debt Service (Principal Plus Interest)</u>			Total Debt Service	Total Debt Service Incl. Coverage
	#1	#2	#3		
2011	\$ -	\$	\$	\$ -	\$
2012	\$ -	\$	\$	\$ -	\$
2013	\$ -	\$	\$	\$ -	\$
2014	\$ -	\$	\$	\$ -	\$
2015	\$ -	\$	\$	\$ -	\$
2016	\$ -	\$	\$	\$ -	\$
2017	\$ -	\$	\$	\$ -	\$
2018	\$ -	\$16,521	\$	\$16,521	\$16,521
2019	\$ -	\$16,521	\$	\$16,521	\$16,521
2020	\$	\$16,521	\$	\$16,521	\$16,521
2021	\$8,272	\$16,521	\$	\$24,793	\$24,793
2022	\$8,272	\$16,521	\$	\$24,793	\$24,793
2023	\$8,272	\$16,521	\$	\$24,793	\$24,793
2024	\$8,272	\$16,521	\$	\$24,793	\$24,793
2025	\$8,272	\$16,521	\$	\$24,793	\$24,793
2026	\$8,272	\$16,521	\$	\$24,793	\$24,793
2027	\$8,272	\$16,521	\$	\$24,793	\$24,793
2028	\$8,272	\$	\$	\$8,272	\$8,272
2029	\$8,272	\$	\$	\$8,272	\$8,272
2030	\$8,272	\$	\$	\$8,272	\$8,272
2031	\$8,272	\$	\$	\$8,272	\$8,272
2032	\$8,272	\$	\$	\$8,272	\$8,272
2033	\$8,272	\$	\$	\$8,272	\$8,272
2034	\$8,272	\$	\$	\$8,272	\$8,272
2035	\$8,272	\$	\$	\$8,272	\$8,272
2036	\$8,272	\$	\$	\$8,272	\$8,272
2037	\$8,272	\$	\$	\$8,272	\$8,272

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF ACTUAL REVENUES AND DEBT COVERAGE

(Provide information for the two fiscal years preceding the anticipated date of the SRF loan agreement.)

	<u>FY 2019</u>	<u>FY 2018</u>
(a) Operating Revenues (Source)		
Comprehensive Annual Financial Reports	\$1,542,102	\$1,468,938
(b) Interest Income	- \$4,437	- \$3,428
(c) Other Income or Revenue (Identify)		
(d) Total Revenues	\$1,537,665	\$1,465,510
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	\$798,051	\$839,192
(f) Net Revenues [(f) = (d) – (e)]	\$739,614	\$626,318
(g) Debt Service (including any required coverage)	\$16,521	\$16,521
(h) Attach audited annual financial report(s), or pages thereof, or other documentation necessary to support the above information. Include any notes or comments from the audit reports regarding compliance with covenants of debt obligations having a prior or parity lien on the revenues pledged for repayment of the SRF Loan. (<i>Attachment #8</i>)		
(i) Attach worksheets reconciling this page with the appropriate financial statements (for example, backing out depreciation and interest payments from operating expenses). (<i>Attachment #9</i>)		
(j) If the net revenues were not sufficient to satisfy the debt service and coverage requirement, please explain what corrective action was taken. (<i>Attachment # _____</i>)		

PART V – SUPPLEMENTARY INFORMATION

SCHEDULE OF PROJECTED REVENUES AND DEBT COVERAGE

Begin with the fiscal year preceding first anticipated semiannual loan payment and continuing for at least three additional years. Attach a separate page for previous State Revolving Fund loans. (*Attachment # _____*)

	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
(a) Operating Revenue	<u>\$1,459,585</u>	<u>\$1,459,500</u>	<u>\$1,924,790</u>	<u>\$2,048,430</u>	<u>\$2,109,883</u>
(b) Interest Income	<u>\$300</u>	<u>\$500</u>	<u>\$2,000</u>	<u>\$2,000</u>	<u>\$2,000</u>
(c) Other Income or Revenue (identify)					
<u>NSF Charge</u>	<u>\$500</u>	<u>\$500</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Misc. Revenues</u>	<u>\$2,684</u>	<u>\$2,500</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
(d) Total Revenues	<u>\$1,463,069</u>	<u>\$1,463,000</u>	<u>1,926,790</u>	<u>\$2,050,430</u>	<u>\$2,111,883</u>
(e) Operating Expenses (excluding interest on debt, depreciation, and other non-cash items)	<u>\$1,345,600</u>	<u>\$1,583,550</u>	<u>\$1,754,216</u>	<u>\$1,842,240</u>	<u>\$1,897,507</u>
(f) Net Revenues (f = d - e)	<u>\$117,469</u>	<u>- \$120,550</u>	<u>\$172,574</u>	<u>\$208,190</u>	<u>\$214,376</u>
(g) Revenue (including coverage) pledged to debt service, excluding SRF loans	<u>\$16,521</u>	<u>\$16,521</u>	<u>\$16,521</u>	<u>\$16,521</u>	<u>\$16,521</u>
(h) Revenue (including coverage) pledged to outstanding SRF loans	<u>\$8,272</u>	<u>\$8,272</u>	<u>\$8,272</u>	<u>\$8,272</u>	<u>\$8,272</u>
(i) Revenue Available for this SRF Loan [(i) = (f) – (g) – (h)]	<u>\$92,676</u>	<u>- \$145,343</u>	<u>\$147,781</u>	<u>\$183,397</u>	<u>\$189,583</u>

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(j) Identify the source of the above information and explain methods used to develop the projections (*Attachment #10*). Include an explanation of any revenue and expense growth or other adjustments; for example, any rate increases, service growth, inflation adjustments, expense adjustments reflecting the cost of operating additional facilities, or other considerations.

(k) For construction loans, are the above projections consistent with the accepted financial feasibility information? Yes No

If “No”, please explain. (*Attachment # _____*)

PART V – SUPPLEMENTARY INFORMATION

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS. This application requires the submittal of *Attachments* to provide supplemental information. The application is not complete without the completed *List of Attachments*. Please list all attachments that you are including with this application form.

Attachment	Number
Project Description	1
Interlocal Agreement with Eustis	2
SJRWMD Cost Share & Legislative Appropriation LPA0128	3
Prior Debt Obligations	4
Ordinances, Resolutions, and Official Statements of Prior Debt Obligations	5
Availability of Pledged Revenues	6
Authorizations	7
Audited Financial Reports	8
Worksheets	9
Sources of Projected Revenues and Debt Coverage Information	10

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Attachment #1

*SRF Loan Application (Construction Phase)
SRF Wastewater Interconnection with City of Eustis
City of Umatilla, Florida
Mittauer & Associates, Inc. Project No. 1402-03-1*

Project Description

PROJECT DESCRIPTION

The Project consists of constructing approximately one triplex submersible pump station with two 50 HP and one 10 HP pumps with VFDs; one duplex submersible pump station with two 15 HP pumps with VFDs; static screening structure; conversion of existing glass-fused steel reclaimed storage tank to a flow equalization tank with 60 HP submersible aerator and drain control structure; chemical feed and storage facilities; electrical with emergency generator; SCADA/telemetry system; yard piping, sitework; 32,500 LF of 12" and 16" PVC force main via conventional installation and directional drill; metering/sampling station; valves and fittings; associated restoration; and traffic control. Additive alternate will include demolition of tanks/structures at the Umatilla Wastewater Treatment Facility.

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Attachment #2

*SRF Loan Application (Construction Phase)
SRF Wastewater Interconnection with City of Eustis
City of Umatilla, Florida
Mittauer & Associates, Inc. Project No. 1402-03-1*

Interlocal Agreement with Eustis

RESOLUTION 2018 - 46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, EXECUTING A WASTEWATER TREATMENT PLANT CAPACITY RESERVATION AND BULK TREATMENT AGREEMENT BETWEEN UMATILLA AND THE CITY OF EUSTIS, FLORIDA.

WHEREAS, the City of Umatilla is desirous of entering into an agreement with the City of Eustis related to Wastewater Treatment Plant Capacity Reservation and Bulk Treatment; and

WHEREAS, the City of Eustis has the ability to provide the desired capacity reservation and bulk treatment services; and

WHEREAS, the Wastewater Capacity and Bulk Treatment Agreement is attached as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Umatilla, that the Mayor is authorized to execute the agreement.

PASSED AND RESOLVED this 4th day of December, 2018, by the City Council of the City of Umatilla, Lake County, Florida.

Katherine Adams

Katherine Adams

Mayor

Approved as to form:

ATTEST:

Karen H. Howard

Karen H. Howard, CMC
City Clerk

Lewis Stone

Lewis Stone
City Attorney

Passed First Reading: 12/4/2018
[seal]

WASTEWATER TREATMENT PLANT CAPACITY RESERVATION AND BULK TREATMENT AGREEMENT

THIS AGREEMENT is made this 6th day of December, 2018, by and between the CITY OF EUSTIS, a Florida municipal corporation (hereinafter "Eustis"), and the CITY OF UMATILLA, a Florida municipal corporation (hereinafter "Umatilla"),

WHEREAS, Umatilla operates a wastewater utility and anticipates the need for future treatment capacity; and

WHEREAS, Eustis operates a wastewater utility and anticipates that its system will have treatment capacity at the Plant (as defined herein) to share with Umatilla's wastewater utility; and

WHEREAS, Umatilla and Eustis recognize the mutual economic benefits to their taxpayers and utility customers which will arise out of intergovernmental cooperation and desire to enter into an agreement to share certain wastewater treatment capacity and to fairly allocate the costs associated therewith;

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms and conditions.

1. **Recitals.** The recitals above are true and are incorporated herein by reference.
2. **Effective Date.** This Agreement shall be effective upon execution by both parties (the "Effective Date"). Upon execution by both parties, this Agreement shall be recorded in the Official Records of Lake County, Florida.
3. **Term.** The term of this Agreement shall be perpetual until terminated as provided herein. "Startup" means the time at which Eustis first accepts wastewater from Umatilla for treatment pursuant to this Agreement.
4. **Capacity Reservation and Bulk Treatment.** Subject to the terms, conditions and limitations of this Agreement, Eustis shall accept up to 300,000 gallons per day (GPD) (the "allotment") of Umatilla's wastewater for treatment and disposal at the City of Eustis Bates Avenue wastewater treatment plant (the "Plant"), which capacity shall be vested upon the Effective Date hereof.
 - A. **First Tier.** The first tier of the allotment, approximately 150,000 GPD, shall be immediately available to Umatilla upon Startup, and shall consist of capacity sufficient for the wastewater flow attributed to the property making use of the Umatilla wastewater system as of the date of Startup. No impact fees shall be due in connection with this tier of the allotment. The actual volume of the first tier of the allotment, to be stated in gallons per day, shall be established upon Startup and based on the average daily wastewater flow attributed to the property making use of the first-tier allotment, as set forth in the then-current Code. The "Code" shall mean Chapter 64E-6.008, Florida Administrative Code, as it may be amended or renumbered from time to time.
 - B. **Second Tier.** The second tier of the allotment, which shall be the difference between the first tier of the Allotment and 300,000 GPD, i.e., approximately 150,000 GPD, shall be incrementally available to Umatilla upon payment of Adjusted Impact Fees at or before the time of connection of each new user and subject to the limits on increased utilization as set forth herein. The average daily flow attributed to the property making use of the second tier shall be as set forth in the Code.

- C. Excess Capacity. Subject to availability of capacity as determined by Eustis in its reasonable discretion, Umatilla may incrementally use capacity in excess of the Allotment upon approval by Eustis and payment of Adjusted Impact Fees at or before the time of connection on each new user and subject to the limits on increased utilization as set forth herein. Once Umatilla has paid, and Eustis has accepted, Adjusted Impact Fees for such use, the right of Umatilla to transmit the quantity of wastewater shall be deemed vested in Umatilla. The vested capacity shall be the average daily wastewater flow attributed to the property making use of such partial allotment, as set forth in the Code.
- D. Vested capacity. With respect to vested capacity, Umatilla shall be able to rely on the continued acceptance by Eustis of such quantity of wastewater for the duration of the time that Eustis (or any successor) provides wastewater services to residents of Eustis.
- E. Limits on Increased Utilization. To allow Eustis sufficient time for any future plant expansion to accommodate the capacity utilized by Umatilla, Umatilla may not increase its utilization of the allotment in any one year (unless such capacity is available) by more than 100,000 GPD above the average actual utilized capacity for the prior calendar year without Eustis' approval. GPD shall be measured on a ninety-day average of daily flows.
- 5. Service Rates for Wastewater Treatment; Impact Fees.**
- A. Eustis will invoice Umatilla on a quarterly basis for the amount due for treatment and disposal of Umatilla's wastewater. The amount to be billed shall be based upon Eustis' quarterly reading of the quantity of wastewater transmitted from Umatilla to Eustis as indicated by the flow meter and flow recorder. Payment will be due to Eustis no later than 30 days after the invoice is rendered.
- B. The Base Disposal Rate at Startup shall be \$4.70 per thousand gallons. The Excess Disposal Rate at Startup shall be \$5.65 per thousand gallons. Wastewater exceeding 300,000 GPD 3-month average daily flows shall be charged the Excess Disposal Rate. Specifically, the Base Disposal Rate shall apply to flows up to 300,000 gallons times the number of days in the billing quarter, while the Excess Disposal Rate shall apply to flows exceeding 300,000 gallons times the number of days in the billing quarter. The Base Disposal Rate and Excess Disposal Rate are intergovernmental wholesale rates which are exclusive to Umatilla, based on conditions that are unique and specific to Umatilla. The assent by Eustis to accept wastewater from Umatilla shall not be construed to obligate Eustis to accept, or consider accepting, wastewater from other sources.
- C. Eustis shall provide Umatilla with each rate study performed in connection with its wastewater rates. The service rates for wastewater treated by Eustis pursuant to the initial capacity reservation by Umatilla shall be adjusted annually to proportionally reflect increases or decreases in Eustis' then-current approved rate structure for customer wastewater billing rates to the extent that such increases or decreases are shown by a current rate study to arise out of the treatment system and are not associated with other components including, but not limited to, collection or administration. However, fees shall not begin until Startup.
- D. Initially, "Adjusted Impact Fees" as used in this Agreement, when payable by Umatilla with respect to a particular wastewater customer, shall be 70% of the impact fee which would be charged to a like in-city Eustis wastewater customer at the time of the calculation. Eustis shall provide Umatilla with each impact fee study performed in connection with its wastewater impact fees. The Adjusted Impact Fee, as a percentage of the fee charged to a like in-city Eustis wastewater customer, shall be subject to reduction from time to time during the term of this Agreement at any time that Eustis modifies its impact fees such that less than 70% will be used for the treatment system. It is the parties' intent that when Umatilla pays impact fees,

it shall pay the portion of impact fees associated with the treatment system and not the collection system.

6. Wastewater Quality.

A. Umatilla shall undertake whatever procedures necessary in the inspection, policing, and regulation of all wastewater introduced into the Umatilla wastewater collection systems, to ensure that the quality of raw wastewater transmitted by Umatilla to Eustis shall not exceed the following criteria:

(1) BOD	-	300 mg/l
TSS	-	300 mg/l
Fats, Oil, Grease	-	100 mg/l
Hydrogen Sulfide	-	6.00 ppm

(2) In addition, the wastewater shall not contain material amounts of the following pollutants:

- (a) Unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water.
- (b) Any solid or viscous substances, which may cause the obstruction to the flow in a sewer or otherwise cause interference with efficient operation of the wastewater system.
- (c) Pollutants which create a fire or explosion hazard or may be otherwise injurious to the wastewater system.
- (d) Objectionable characteristics: dye waste and vegetable tanning solutions; noxious or malodorous liquids, gasses or solids; temperature exceeding 150 degrees Fahrenheit; pH lower than 5.5 or greater than 8.5; radioactive waste or isotopes in excess of limits established by State or Federal regulations; toxic pollutants; cause effluent, sludge or other sediment to be unacceptable reclamation and reuse or violate effluent standards as established by Federal, State or County regulations
- (e) Abnormal strength with BOD above 300 mg/l, with SS above 300 mg/l, or containing fats, oils, grease or waxes in excess of 100 mg/l. (FOG)
- (f) Any substance which violates NPDES and/or FDEP permits or the receiving water quality standards.
- (g) Substances capable of harming either the sewers, wastewater treatment plant or equipment, having adverse effect on effluent disposal facilities or systems, or endangering life, limb or public property or constituting a nuisance
- (h) Unacceptable flow rates. In no case shall a slug load be discharged into the wastewater system.
- (i) Wastewater which causes a hazard to human life or creates a public nuisance.

(3) An Umatilla effluent analysis will be conducted annually. Concentrations in excess of the limits and constituents defined below shall not be allowed. Should these limits be exceeded, Umatilla shall immediately take steps to identify and eliminate the cause of the violation.

Arsenic	0.25 mg/l
Barium	2.0 mg/l
Cadmium	0.15 mg/l
Chromium (total hexavalent)	0.3 mg/l
Chromium (total Trivalent)	1.0 mg/l
Cobalt	5.0 mg/l
Copper (total)	0.5 mg/l
Cyanide	0.02 mg/l
Endrin	0.0002 mg/l
Fluoride (total)	2.5 mg/l
Iron (total)	2.0 mg/l
Iron (dissolved)	0.5 mg/l

Lead (total)	0.05 mg/l
Lindane	0.0004 mg/l
Manganese (total)	1.0 mg/l
Mercury (total)	0.001 mg/l
Methoxychlor	0.1 mg/l
Nickel (total)	0.1 mg/l
Oil (hexane solubles or equiv.)	30.0 mg/l
Phenols	0.3 mg/l
Selenium (total)	1.0 mg/l
Silver	0.1 mg/l
Toxaphene	0.0005 mg/l
Trihalomethanes	0.10 mg/l
Zinc (total)	1.0 mg/l
Phosphorous	10.0 mg/l
Nitrogen (total)	40.00 mg/l
Surfactants	100.00 mg/l
2, 4-D	0.1 mg/l
2,4, 5-TD (silvex)	0.01 mg/l

Should Umatilla transmit any of the above-listed items in amounts exceeding the stated limits, other than those substances addressed in 3(b) below, Umatilla shall pay for any costs or damages Eustis incurs because of Umatilla's violation. Umatilla's failure to immediately take steps to identify and eliminate the cause of the violation shall be sufficient cause to terminate this agreement.

- B. In the event that Umatilla transmits to Eustis wastewater which exceeds the limits for 5-day biochemical oxygen demands (BOD), total suspended solids (TSS), Fats, Oils and Grease or Hydrogen Sulfide, then Eustis may estimate the total volume of wastewater not meeting the requirements of Paragraph 5A, above, and assess and collect a surcharge from Umatilla as follows:

BOD or TSS (whichever is higher)			
350-400 ppm	-	\$	0.50/1000 gal
400-450 ppm	-	\$	1.25/1000 gal
450-500 ppm	-	\$	3.15/1000 gal
500-550 ppm	-	\$	7.95/1000 gal
550-600 ppm	-	\$	20.00/1000 gal
Fats, Oils and Grease	-	\$	0.10/1000 gal
Hydrogen Sulfide	-	\$	0.20/1000 gal

- Wastewater Treatment Standards.** Eustis shall continuously accomplish all health hazard and pollutant removal standards as then required by applicable regulatory requirements.
- Even Continuous Flow.** Umatilla shall use its best efforts to avoid "slug" discharges (i.e., discharge of a non-routine, episodic nature) into Eustis' Transmission Facilities and shall further use its best efforts to ensure flows are transmitted to Eustis' Transmission Facilities at a consistent rate of flow. For purposes of this section, ordinary expected peak fluctuations in daily flows and variations in daily flows due to the intermittent operation of pumping equipment shall not be considered slug discharges.
- Resolution of Disputes Involving Raw Wastewater Quality or Wastewater Treatment Standards.** Before litigating any dispute under this Agreement, the parties' representatives shall personally meet in good faith to resolve their dispute. In the event of any dispute related to this Agreement, the parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, Florida Statutes. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the

procedures established in the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, a party may file an action in the court of appropriate jurisdiction.

10. Construction; Costs and Expenses.

- A. Umatilla shall be responsible for all engineering expenses, any necessary right of way or easement acquisition, and infrastructure installation costs associated with the connection to Eustis's wastewater collection system, including but not limited to wastewater collection and transmission lines, wastewater sampling station, wastewater master meter, and related improvements to Eustis's wastewater collection system. The work shall include running sewer force mains along several Eustis roadways, including SR 19, CR 44, Hicks Ditch Road and Bates Avenue and any upgrades to the Bates Avenue Lift Station ("Lift Station 1") necessary to accommodate the allotment. A depiction of the preliminary proposed route of the force mains, subject to revision prior to construction, is attached hereto as Exhibit "A". All related improvements must be approved by Eustis staff prior to implementation. Eustis shall allow Umatilla to use its rights of way and real estate for construction and installation of the infrastructure and shall provide permits and easements as appropriate for this purpose at no cost to Umatilla. Eustis may, at reasonable times which will not delay the planning or construction of the project, request upsizing of facilities to be installed or upgraded on Eustis' side of the Metering Point and shall pay all differential planning, procurement, administrative, and construction costs associated with such upsizing prior to the time that Umatilla must make a corresponding payment (whether or not with borrowed or legislatively appropriated funds) associated with the upsized facilities.
- B. Umatilla will specify, approve, and pay costs for all associated infrastructure and equipment necessary to transmit wastewater generated by Umatilla from Umatilla's existing facilities to Eustis' Bates Avenue master lift station.
- C. The wastewater master meter shall be installed in the immediate vicinity of the intersection of State Road 19 and the southerly boundary of the Interlocal Agreement Areas of Interest shown in Exhibit B to the Interlocal Service Boundary Agreement between Umatilla and Lake County as amended by Umatilla Ordinance 2013-C (ISBA Line). The location of the meter shall be referred to as the "Metering Point." The master meter shall be properly sized and Eustis approved wastewater meter and shall be compatible with Eustis' existing SCADA system. Such meter will be calibrated by Umatilla annually by a certified calibration professionally approved by Eustis.
- D. Umatilla shall own the infrastructure associated with this project from its collection system to the Metering Point, including the master meter. At Startup, the infrastructure associated with this project on Eustis' side of the Metering Point shall be deemed dedicated to and accepted by the City of Eustis, provided that in the event the project is funded in whole or in part through bonding or governmental grants, loans, or other assistance, Eustis agrees to delay acceptance of the infrastructure or subordinate its interests as may be necessary to obtain the bonding or assistance.
- E. Maintenance and repair or replacement costs from and the Metering Point back to Umatilla will be the responsibility of Umatilla. Maintenance and repair or replacement costs from Eustis's Metering Point and back to the Eustis treatment facilities will be the responsibility of Eustis.
- F. Except for charges for service and items specified in this agreement, each Party shall be wholly responsible for and shall pay all of any such Party's costs and expenses incurred in complying with the terms of this Agreement.
- G. Umatilla shall not charge Eustis, and Eustis shall not charge Umatilla any connection fees or tapping fees. Impact fees, service rates and operational charges shall be as set forth herein for any obligation incurred or service performed pursuant to this Agreement and in accordance with the Eustis Code & Ordinance.

11. Ownership and Maintenance Responsibilities.

- A. Umatilla will be responsible for all costs associated with infrastructure installed as a part of this project, including but not limited to, easement acquisition, engineering services, and all related materials and equipment.
 - B. Umatilla will be responsible for all maintenance and replacement costs of installed infrastructure and equipment installed on the Umatilla side to the Metering Point.
 - C. Umatilla will install a wastewater quality sampling station near the Metering Point, specified and approved by Eustis at a mutually agreeable location. Eustis will monitor and report findings of wastewater quality sampling via the Umatilla installed sampling station and or other sampling methods.
12. **Applicable Law.** The terms and provisions of this Agreement shall be governed by the law of Florida.
13. **Compliance with the Law.** Eustis and Umatilla will comply with all applicable laws, rules, regulations and ordinance that shall apply to the conduct of the Parties, treatment of wastewater, manning of facilities, regulatory reports, measurement, testing, qualifications of operating personnel, and other such laws and regulations which may be applicable to the performance of the Parties pursuant to this Agreement.
14. **Cooperation.** The Parties will each cooperate with the other in providing such documents, analyses, test reports, studies and all things reasonably necessary for harmonious and successful compliance with the terms of this Agreement.
15. **Copies.** This Agreement shall be executed in three (3) copies, each of which shall be an original. One copy shall be provided to Umatilla, one copy shall be provided to Eustis, and the other copy shall be provided to the Florida Department of Environmental Protection.
16. **Force Majeure.** Throughout the period of time when performance of any provision of this Agreement shall be prevented by occurrences or events wholly outside the control of the Party failing to perform as a result of such occurrence or event (“force majeure”), then such Party shall be excused from performance under the terms of this Agreement, for only that period of time such performance is prevented by force majeure, and during the time which the defaulting Party has made diligent effort to cure such default. With the exception of involuntary bankruptcy, this provision excusing performance during force majeure shall not apply to the payment of rates as specified by this Agreement.
17. **Notices.** All Notices required or authorized under this Agreement shall be given in writing and shall be served by mail or hand-delivery on the Parties at the addresses listed below:

City of Eustis:	City of Eustis City Manager 10 North Grove Street P.O. Drawer 68 Eustis, FL 32727
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City of Umatilla	City of Umatilla City Manager 1 South Central Avenue P.O. Box 2286 Umatilla, FL 32784
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18. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit

of and shall be binding upon the parties, and their respective representatives, successors and assigns. In particular, and without limiting the generality of the foregoing, individual customers of Umatilla are not intended as third-party beneficiaries of this Agreement and shall have no standing to enforce this Agreement or to assert any claim against Eustis which arises out of or is related in any way to this Agreement or the services provided by Eustis under this Agreement.

19. **Effect of Waiver.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.
20. **Severability.** If any part of this Agreement is found invalid or unenforceable by a court or administrative agency, or by reason of changes in State or Federal laws or regulations, such invalidity or unenforceability shall not affect the other parts of this Agreement, the rights and obligations of the Parties contained herein not materially prejudiced, and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared to be severable.
21. **Termination Without Cause.** This Agreement may be terminated by mutual written consent of the parties at any time. At any time after the twenty-fifth anniversary of Startup, either Party may terminate this Agreement without cause by providing 5 years' written notice to the other Party
22. **Written Agreement.** This written agreement constitutes the entire agreement between the Parties and has been entered into voluntarily and with independent advice and legal counsel and has been executed by the authorized representative of each Party on the date first written above. Modifications to and waiver of the provisions herein shall be made in writing by the Parties hereto.

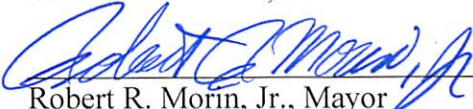
DRAFT
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the respective dates under each signature: The City of Eustis, Florida, through its City Commission, signing by and through its Mayor, and City of Umatilla, Florida, through its City Council, signing by and through its Mayor.

ATTEST:



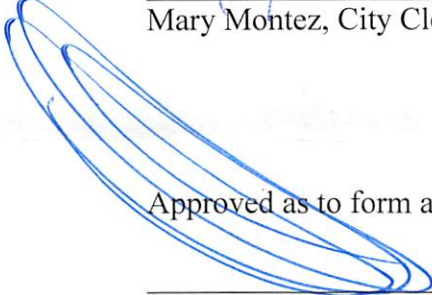
Mary Montez, City Clerk

CITY OF EUSTIS, FLORIDA


Robert R. Morin, Jr., Mayor

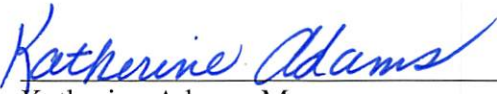
This 6th day of December, 2018.

Approved as to form and legality:



Derek Schroth, City Attorney

CITY OF UMATILLA, FLORIDA



Katherine Adams, Mayor

This 4th day of December, 2018.

ATTEST:



Karen Howard, City Clerk

Approved as to form and legality:



Lewis Stone, City Attorney

DRAFT



DRAFT

PIPELINE



DATE: FEBRUARY 20, 2017
 DESIGNED BY: RON
 DRAWN BY: RON
 CHECKED BY: RAE
 JOB NO.: 071026.0000
 FILE NAME:
 ROBERT A. ERN, JR., P.E.
 PROFESSIONAL ENGINEER NO. 84032

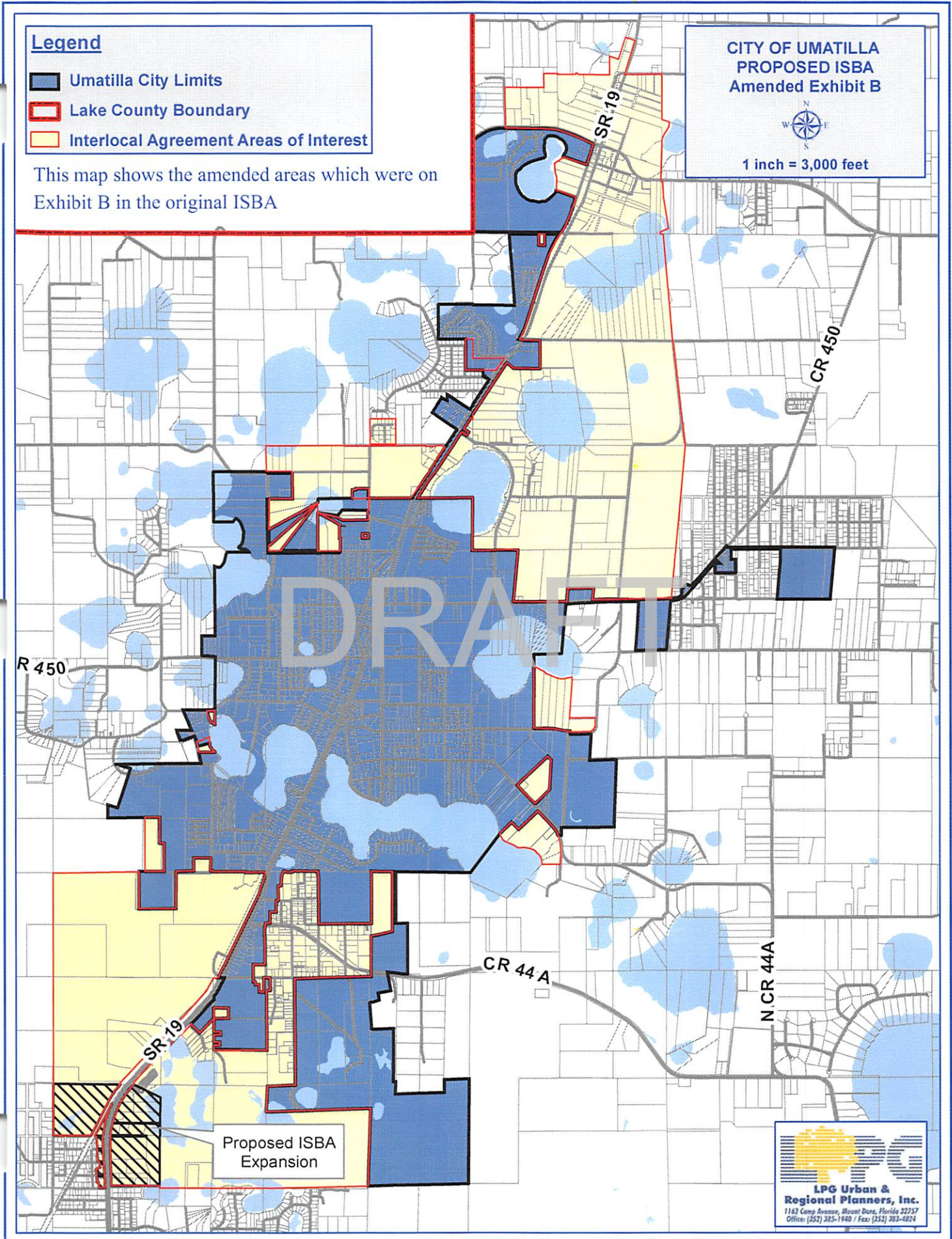
BE&K CONSULTANTS
 ENGINEERS • SURVEYORS • LAND PLANNERS
 902 North Sinclair Ave.
 Tallahassee, Florida 32310
 www.beandk.com
 Office: 352.343.8481
 Fax: 352.343.8485
 Certificate of Authorization Number: 27029
 Good... Better... BEST!

UMATILLA WWTP TO
 EUSTIS WWTP
 FORCE MAIN
 ROUTE

DATE	REVISION
	1
	2
	3
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	7
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EXHIBIT B



RESOLUTION NO. 18-107

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EUSTIS AND THE CITY OF UMATILLA FOR WASTEWATER TREATMENT CAPACITY RESERVATION AND BULK TREATMENT SERVICES.

WHEREAS, the City of Umatilla is facing an issue with the failure of its wastewater treatment facility and is need of finding a resolution to that issue; and

WHEREAS, the City of Eustis has available wastewater capacity at its wastewater treatment facility; and

WHEREAS, the City of Eustis, desires to enter into an agreement and provide wastewater treatment capacity reservation and bulk treatment services to the City of Umatilla;

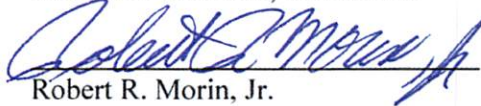
WHEREAS, 163.01, Florida Statutes permits local government units to make the most efficient use of their personnel and equipment by enabling them to enter into interlocal agreements; and

WHEREAS, the City of Eustis will receive over \$500,000 per year in new water/sewer revenues to help pay for capital projects and minimize rate increases to its residents.

NOW, THEREFORE, BE IT RESOLVED that the Eustis City Commission hereby authorizes the Mayor to execute an interlocal agreement with the City of Umatilla for wastewater treatment plant capacity reservation and the provision of bulk treatment services.

DONE AND RESOLVED, this 6th day of December, 2018, in regular session of the City Commission of the City of Eustis, Florida.

CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA



Robert R. Morin, Jr.
Mayor/Commissioner

ATTEST:

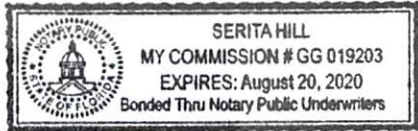

Mary C. Montez, City Clerk



CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 7th day of December, 2018, by Robert R. Morin, Jr., Mayor, and Mary C. Montez, City Clerk, who are personally known to me.



Serita Hill

Notary Public – State of Florida 2012020
My Commission Expires: Aug 2020
Notary Serial No: GG019203

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Eustis, Florida

City Attorney's Office

12/6/18
Date

DRAFT

CERTIFICATE OF POSTING

The foregoing Resolution No. 18-107 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez

Mary C. Montez, City Clerk

DRAFT

Attachment #3

*SRF Loan Application (Construction Phase)
SRF Wastewater Interconnection with City of Eustis
City of Umatilla, Florida
Mittauer & Associates, Inc. Project No. 1402-03-1*

SJRWMD Cost Share & Legislative Appropriation LPA0128

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF UMATILLA**

THIS AGREEMENT (“Agreement”) is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF UMATILLA (“Recipient”), 1 South Central Avenue, Umatilla, Florida 32784. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District 2020-2021 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District’s core mission focus.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District’s missions and initiatives.

At its April 14, 2020 meeting, the Governing Board selected Recipient’s proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the “Project”):

Umatilla Wastewater Interconnection Pipeline Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until December 31, 2021 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before October 1, 2021. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates September 30, 2020; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after September 30 will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before June 30, 2021, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. DELIVERABLES. Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. OWNERSHIP OF DELIVERABLES. Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. AMOUNT OF FUNDING.

- (a) For satisfactory completion of the Project, the District shall pay Recipient 29% of the total estimated construction cost of the Project, but in no event shall the District cost-share exceed \$1,500,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Cooperative funding shall not be provided for expenses incurred after the Completion Date.

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices quarterly as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwm.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$1,500,000, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to

maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the insurance attachment to the Agreement.
7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
8. **PROJECT MANAGEMENT**
- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT
Mark E. Brandenburg, MS, CSE, PWS
Project Manager
St. Johns River Water Management District
601 South Lake Destiny Road, Suite 200
Maitland, Florida 32751-7262
Phone: 407-659-4806
Email: MBrandenburg@sjrwmd.com

RECIPIENT
Scott Blankenship
Project Manager
City of Umatilla
1 South Central Avenue
Umatilla, Florida 32784
Phone: 352-669-3125
Email: sblankenship@umatillafl.org

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Analyst within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual

agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
14. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**
- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to

§20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a

contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF UMATILLA



By: _____
Ann B. Shortelle, Ph.D., Executive Director, or designee

By: Scott Blankenship
Scott Blankenship, City Manager
Typed Name and Title

Date: _____

Date: 09/23/2020

Attest: Karen Howard
Karen Howard, City Clerk
Typed Name and Title

- Attachments:
- Attachment A — Statement of Work
- Attachment B — Project Progress Report Form
- Attachment C — District Supplemental Instructions Form

**ATTACHMENT A - STATEMENT OF WORK
UMATILLA WASTEWATER INTERCONNECTION PIPELINE PROJECT**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2020-2021 to develop and implement resource and water supply development projects and promote conservation. On April 14, 2020, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Umatilla (Recipient) requested funding for their Wastewater Interconnection Pipeline project (Project) for the not-to-exceed amount of \$1,500,000, towards the estimated construction cost of \$5,142,456. This request was approved by the Governing Board. The Recipient is located in Lake County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to provide for the reuse of effluent produced by the Umatilla wastewater treatment facility.

III. SCOPE OF WORK

The project includes construction of a wastewater interconnection pipeline between the cities of Umatilla and Eustis to allow wastewater generated in Umatilla to be pumped to the Eustis Advanced Wastewater Treatment (AWT) facility for treatment. The project also includes the decommissioning of the aging Umatilla Wastewater Treatment Facility.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):

- Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
- Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
- Construction plans, specifications, and contract documents for the site work must be made available upon request;
- Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos including preconstruction, construction and postconstruction with dates. Quarterly reports shall also be emailed to the District’s Budget Analyst at hnbarber@sjrwmd.com.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is December 31, 2021. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Wastewater Interconnect	11/16/20	12/31/21

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 29% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$1,500,000. It is anticipated that the FY breakdown will be \$1,200,000 for FY20-21 and \$300,000 for FY21-22.

In the event the Recipient incurs any Project expenses prior to the Effective Date of the Agreement, the District will not reimburse the Recipient for those expenses. If the Effective Date of the Agreement is before October 1, 2020, the District will not reimburse the Recipient for expenses incurred prior to October 1, 2020.

Recipient shall invoice the District quarterly with appropriate documentation. The District’s Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor’s invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District’s cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information.

Recipient shall submit quarterly progress reports to the District’s Project Manager and the District’s Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District’s Budget Analyst is hnbarber@sjrwmd.com. The Recipient shall submit a

final project report within 15 days of Final Completion and acceptance by City of Umatilla detailing the Project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction task for the two FYs).

FY 20-21 (10/1/2020 – 9/30/2021)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Wastewater Interconnect	\$4,113,965	\$1,200,000

FY21-22 (10/1/2021 – 9/30/2022)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Wastewater Interconnect	\$1,028,491	\$300,000

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**ATTACHMENT B
PROJECT PROGRESS REPORT**

St. Johns River Water Management District
Project Progress Report

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	Umatilla Wastewater Interconnection Pipeline Project		
Recipient:	City of Umatilla		
SJRWMD Contract Number:	35744	SJRWMD Project Manager:	Mark E. Brandenburg, MS, CSE, PWS
		Recipient's Project Manager:	Scott Blankenship

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-Share Budget

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues and solutions. Explain in detail.

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Scott Blankenship, Project Manager
City of Umatilla
1 South Central Avenue
Umatilla, FL 32784

FROM: Mark E. Brandenburg, MS, CSE, PWS., Project Manager

CONTRACT NUMBER: 35744

CONTRACT TITLE: Umatilla Wastewater Interconnection Pipeline Project

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. RECIPIENT’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

Recipient’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Recipient agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____

Mark E. Brandenburg, MS, CSE, PSW, District Project Manager

Acknowledged: _____ Date: _____

Carol Taylor Miller, District Senior Procurement Specialist

c: Contract file
Financial Services

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Attachment #4

*SRF Loan Application (Construction Phase)
SRF Wastewater Interconnection with City of Eustis
City of Umatilla, Florida
Mittauer & Associates, Inc. Project No. 1402-03-1*

Prior Debt Obligations

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Attachment #5

*SRF Loan Application (Construction Phase)
SRF Wastewater Interconnection with City of Eustis
City of Umatilla, Florida
Mittauer & Associates, Inc. Project No. 1402-03-1*

**Ordinances, Resolutions, and Official
Statements of Prior Debt Obligations**

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Attachment #6

*SRF Loan Application (Construction Phase)
SRF Wastewater Interconnection with City of Eustis
City of Umatilla, Florida
Mittauer & Associates, Inc. Project No. 1402-03-1*

Availability of Pledged Revenues

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Attachment #7

*SRF Loan Application (Construction Phase)
SRF Wastewater Interconnection with City of Eustis
City of Umatilla, Florida
Mittauer & Associates, Inc. Project No. 1402-03-1*

Authorizations

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Attachment #8

*SRF Loan Application (Construction Phase)
SRF Wastewater Interconnection with City of Eustis
City of Umatilla, Florida
Mittauer & Associates, Inc. Project No. 1402-03-1*

Audited Financial Reports

Statement of Revenues, Expenses and Changes in Fund Net Position

Proprietary Funds

For the Year Ended September 30, 2019

	Enterprise Funds				Total
	Water and Sewer Fund	Sanitation Fund	Airport Fund	Stormwater Fund	
Operating Revenues:					
Charges for services	\$ 1,538,652	\$ 672,245	\$ 128,030	\$ 105,159	\$ 2,444,086
Miscellaneous operating revenues	3,450	-	-	-	3,450
Total operating revenues	1,542,102	672,245	128,030	105,159	2,447,536
Operating Expenses:					
Personal services	383,177	103,253	13,059	-	499,489
Contract services	78,360	334,285	9,138	7,580	429,363
Utilities	130,651	-	25,852	-	156,503
Insurance	61,883	-	15,403	-	77,286
Operating supplies	66,877	-	-	-	66,877
Depreciation and amortization	537,882	8,648	313,087	96,282	955,899
Other operating expenses	32,091	12,784	4,275	1,152	50,302
Repairs and maintenance	45,012	-	24,607	-	69,619
Total operating expenses	1,335,933	458,970	405,421	105,014	2,305,338
Operating income (loss)	206,169	213,275	(277,391)	145	142,198
Nonoperating Revenue (Expenses):					
Investment income	194	-	-	-	194
Grant revenue	1,003,483	-	1,395,907	82,420	2,481,810
Interest expense	(4,631)	-	-	(7,816)	(12,447)
Total nonoperating revenue (expenses)	999,046	-	1,395,907	74,604	2,469,557
Income (loss) before contributions and transfers	1,205,215	213,275	1,118,516	74,749	2,611,755
Capital Contributions:					
Impact fees	86,894	-	-	-	86,894
Transfers out	(350,000)	(250,000)	-	-	(600,000)
Change in net position	942,109	(36,725)	1,118,516	74,749	2,098,649
Net Position, beginning	14,947,979	66,975	4,367,126	1,991,220	21,373,300
Net Position, ending	\$ 15,890,088	\$ 30,250	\$ 5,485,642	\$ 2,065,969	\$ 23,471,949

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Statement of Revenues, Expenses and Changes in Fund Net Position

Proprietary Funds

For the Year Ended September 30, 2018

	Enterprise Funds				Total
	Water and Sewer Fund	Sanitation Fund	Airport Fund	Stormwater Fund	
Operating Revenues:					
Charges for services	\$ 1,468,168	\$ 669,481	\$ 121,613	\$ 104,040	\$ 2,363,302
Miscellaneous operating revenues	770	-	-	-	770
Total operating revenues	1,468,938	669,481	121,613	104,040	2,364,072
Operating Expenses:					
Personal services	378,174	47,835	13,140	-	439,149
Contract services	173,167	350,671	8,393	12,500	544,731
Utilities	89,045	-	15,577	-	104,622
Insurance	60,168	-	21,338	-	81,506
Operating supplies	52,773	-	-	-	52,773
Depreciation and amortization	469,374	9,710	275,700	93,787	848,571
Other operating expenses	23,093	11,580	12,242	2,698	49,613
Repairs and maintenance	62,772	-	25,127	-	87,899
Total operating expenses	1,308,566	419,796	371,517	108,985	2,208,864
Operating income (loss)	160,372	249,685	(249,904)	(4,945)	155,208
Nonoperating Revenue (Expenses):					
Investment income	128	-	-	-	128
Interest expense	(3,556)	-	-	(9,400)	(12,956)
Gain (loss) on disposal of capital assets	(48,816)	-	-	(162,844)	(211,660)
Total nonoperating revenue (expenses)	(52,244)	-	-	(172,244)	(224,488)
Income (loss) before contributions and transfers	108,128	249,685	(249,904)	(177,189)	(69,280)
Capital Contributions:					
Impact fees	103,916	-	-	-	103,916
Grant revenue	498,750	-	903,624	-	1,402,374
Transfers out	(200,000)	(300,000)	-	-	(500,000)
Change in net position	51,794	(50,315)	653,720	(177,189)	937,010
Net Position, beginning	14,446,650	118,530	3,713,406	2,168,409	20,446,995
Prior period adjustment	(9,465)	(1,240)	-	-	(10,705)
Net Position, ending	\$ 14,947,979	\$ 66,975	\$ 4,367,126	\$ 1,991,220	\$ 21,373,300

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Attachment #9

*SRF Loan Application (Construction Phase)
SRF Wastewater Interconnection with City of Eustis
City of Umatilla, Florida
Mittauer & Associates, Inc. Project No. 1402-03-1*

Worksheets

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Attachment #10

*SRF Loan Application (Construction Phase)
SRF Wastewater Interconnection with City of Eustis
City of Umatilla, Florida
Mittauer & Associates, Inc. Project No. 1402-03-1*

Sources of Projected Revenues and Debt Coverage Information

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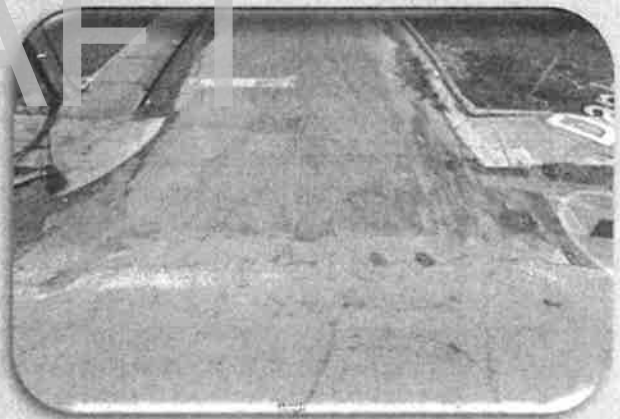
Mittauer & Assoc., Inc.

City of Umatilla

Fiscal Year 2020~2021 Budget



*Umatilla Airport Project:
Completion of Parallel Taxiway*



Before and After Pictures of Daphne Street Reconstruction Project





PUBLIC WORKS - WATER & SEWER FUND

	2019 ACTUAL	2020 BUDGET	2020 ESTIMATE	2021 BUDGET
NET POSITION, OCTOBER 1	14,947,979	14,525,730	14,639,734	15,289,017
ADD REVENUES FROM OPERATIONS:				
CHARGES FOR SERVICES:				
401-343-310 WATER SALES	701,247	680,000	705,325	700,000
401-343-320 WATER CONNECTIONS	7,035	8,000	8,900	9,500
401-343-330 NEW METER SALES	14,490	10,000	10,100	10,000
401-343-360 RECONNECT CHARGES	7,112	6,000	5,410	6,000
401-343-370 PENALTIES	26,114	25,000	23,390	24,000
401-343-500 SEWER CHARGES	712,170	700,000	706,460	710,000
TOTAL	1,468,168	1,429,000	1,459,585	1,459,500
MISCELLANEOUS REVENUES:				
401-361-100 INTEREST EARNED	128	500	300	500
401-369-900 NSF CHARGES	595	500	500	500
401-369-910 MISCELLANEOUS REVENUES	175	2,500	2,684	2,500
	898	3,500	3,484	3,500
TOTAL OPERATING REVENUES	1,469,066	1,432,500	1,463,069	1,463,000
WATER OPERATING EXPENSES	1,095,321	664,573	592,873	728,410
SEWER OPERATING EXPENSES	442,491	468,765	420,466	505,140
TOTAL OPERATING EXPENSES	1,537,812	1,133,338	1,013,339	1,233,550
NET OPERATING INCOME	(68,746)	299,162	449,730	229,450
NON-OPERATING REVENUE (EXPENSES):				
WATER DEBT SERVICE	-	-	(16,519)	(24,687)
IMPACT FEE REVENUE	103,916	-	67,475	-
LOAN PROCEEDS	58,957	-	498,597	-
INTEREST EXPENSE	(3,556)	-	-	-
LOSS ON DISPOSAL OF FIXED ASSETS	(48,816)	-	-	-
ADMINISTRATIVE TRANSFERS	(350,000)	(350,000)	(350,000)	(350,000)
CHANGE IN UNRESTRICTED NET POSITION	(308,245)	(50,838)	649,283	(145,237)
NET POSITION, SEPTEMBER 30	14,639,734	14,474,892	15,289,017	15,143,780



PUBLIC WORKS - WATER & SEWER FUND

WATER DIVISION

	2019 ACTUAL	2020 BUDGET	2020 ESTIMATE	2021 BUDGET
PERSONAL SERVICES:				
401-533-120 REGULAR SALARIES & WAGES	199,049	196,155	230,615	239,750
401-533-140 OVERTIME	8,324	5,000	6,100	5,000
401-533-210 FICA TAXES	15,185	15,390	18,160	18,720
401-533-220 RETIREMENT CONTRIBUTION	37,528	18,865	21,955	25,970
401-533-230 LIFE & HEALTH INSURANCE	44,172	82,615	48,030	95,090
401-533-240 WORKERS COMPENSATION	7,476	9,000	8,219	9,000
PERSONAL SERVICES TOTAL	311,734	327,025	333,079	393,530
OPERATING EXPENSES:				
401-533-311 ATTORNEY SERVICES	480	500	1,960	500
401-533-312 ENGINEERING FEES	6,773	65,000	5,000	65,000
401-533-320 ACCOUNTING & AUDITING	4,000	8,000	6,000	8,000
401-533-340 CONTRACTUAL SERVICES	20,392	57,005	35,900	57,000
401-533-400 TRAVEL AND PER DIEM	-	960	-	960
401-533-410 COMMUNICATION SERVICES	7,693	8,080	7,965	8,080
401-533-420 POSTAGE	5,602	3,950	4,790	4,950
401-533-430 UTILITY SERVICES	45,418	26,630	24,980	26,630
401-533-440 RENTALS & LEASES	-	500	75	500
401-533-450 INSURANCE	32,199	32,750	36,829	40,000
401-533-460 REPAIRS & MAINTENANCE	14,597	39,090	19,995	34,000
401-533-462 R&M - EQUIPMENT	32,276	20,663	52,060	20,000
401-533-463 R&M - VEHICLES	494	7,000	4,215	6,000
401-533-464 METER REPLACEMENT	-	10,000	-	5,000
401-533-470 PRINTING	463	1,900	500	500
401-533-490 OTHER CURRENT CHARGES	1,161	2,400	645	2,000
401-533-491 ADVERTISING	645	500	535	600
401-533-510 OFFICE SUPPLIES	543	1,100	730	1,000
401-533-520 OPERATING SUPPLIES	43,913	31,090	40,635	37,000
401-533-521 UNIFORMS	1,252	1,850	2,150	1,850
401-533-522 FUEL AND OIL	8,172	11,000	10,790	11,000
401-533-540 DUES & SUBSCRIPTIONS	665	670	650	670
401-533-550 TRAINING	-	3,640	140	3,640
401-533-590 DEPRECIATION	537,882	-	-	-
TOTAL OPERATING EXPENSES	764,620	334,278	256,544	334,880



PUBLIC WORKS - WATER & SEWER FUND

WATER DIVISION

	<u>2019</u>	<u>2020</u>	<u>2020</u>	<u>2021</u>
	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ESTIMATE</u>	<u>BUDGET</u>
CAPITAL OUTLAY:				
401-533-630 INFRASTRUCTURE	98,099	931,655	725,655	-
401-533-640 MACHINERY & EQUIPMENT	30,679	3,270	3,250	-
TOTAL CAPITAL OUTLAY	128,778	934,925	728,905	-
DEBT SERVICE:				
401-533-710 PRINCIPAL	-	12,269	12,267	16,867
401-533-720 INTEREST	4,401	4,253	4,252	3,787
401-533-730 OTHER DEBT SERVICE COSTS	-	-	-	-
TOTAL DEBT SERVICE	4,401	16,522	16,519	20,654
401-533-910 ADMINISTRATIVE SERVICES	175,000	175,000	175,000	175,000
TOTAL WATER DIVISION	1,384,533	1,787,750	1,510,047	924,064

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PUBLIC WORKS - WATER & SEWER FUND

SEWER DIVISION

	2019	2020	2020	2021
	ACTUAL	BUDGET	ESTIMATE	BUDGET
PERSONAL SERVICES:				
401-535-120 REGULAR SALARIES & WAGES	43,108	96,410	44,615	99,030
401-535-140 OVERTIME	3,805	5,000	4,850	5,000
401-535-210 FICA TAXES	3,388	7,760	3,685	7,960
401-535-220 RETIREMENT CONTRIBUTION	2,501	8,590	4,395	10,405
401-535-230 LIFE & HEALTH INSURANCE	15,673	41,910	17,230	45,800
401-535-240 WORKERS COMPENSATION	2,099	2,695	2,461	2,695
PERSONAL SERVICES TOTAL	70,574	162,365	77,236	170,890
OPERATING EXPENSES:				
401-535-310 PROFESSIONAL SERVICES	8,486	-	-	60,000
401-535-311 ATTORNEY SERVICES	2,880	500	3,250	2,500
401-535-312 ENGINEERING FEES	21,452	70,000	77,129	50,000
401-535-320 ACCOUNTING & AUDITING	4,000	8,000	5,000	8,000
401-535-340 CONTRACTUAL SERVICES	40,719	26,000	37,940	26,000
401-535-400 TRAVEL AND PER DIEM	200	270	25	270
401-535-410 COMMUNICATION SERVICES	4,924	4,640	4,495	4,640
401-535-420 POSTAGE	3,322	4,300	3,820	4,300
401-535-430 UTILITY SERVICES	72,616	48,650	49,500	48,650
401-535-440 RENTALS & LEASES	-	6,250	1,400	4,000
401-535-450 INSURANCE	29,684	29,885	34,192	29,885
401-535-460 REPAIRS & MAINTENANCE	10,014	18,685	17,980	18,685
401-535-462 R&M - EQUIPMENT	30,749	38,890	49,915	38,890
401-535-463 R&M - VEHICLES	1,499	5,100	8,695	5,100
401-535-470 PRINTING	276	1,900	-	500
401-535-490 OTHER CURRENT CHARGES	133	-	-	100
401-535-510 OFFICE SUPPLIES	6,371	1,900	750	1,000
401-535-520 OPERATING SUPPLIES	21,162	21,500	29,320	21,500
401-535-521 UNIFORMS	550	1,400	1,250	1,400
401-535-522 FUEL AND OIL	4,561	5,750	3,735	5,750
401-535-540 DUES & SUBSCRIPTIONS	110	290	110	290
401-535-550 TRAINING	869	2,790	235	2,790
401-535-590 DEPRECIATION	-	-	-	-
TOTAL OPERATING EXPENSES	264,577	296,700	328,741	334,250



PUBLIC WORKS - WATER & SEWER FUND

SEWER DIVISION

	2019 ACTUAL	2020 BUDGET	2020 ESTIMATE	2021 BUDGET
CAPITAL OUTLAY:				
401-535-630 INFRASTRUCTURE	343,366	998,597	578,612	6,000,000
401-535-640 MACHINERY & EQUIPMENT	107,340	9,700	14,489	-
TOTAL CAPITAL OUTLAY	450,706	1,008,297	593,101	6,000,000
DEBT SERVICE:				
401-535-710 PRINCIPAL	-	-	-	3,902
401-535-720 INTEREST	-	-	-	27
401-535-730 OTHER DEBT SERVICE COSTS	-	-	-	104
TOTAL DEBT SERVICE	-	-	-	4,033
401-535-910 ADMINISTRATIVE SERVICES	175,000	175,000	175,000	175,000
TOTAL SEWER DIVISION	960,857	1,642,362	1,174,078	6,680,140

DRAFT

**STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT WW350750
AND GRANT AGREEMENT SG350751
CITY OF UMATILLA**

This amendment 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".

The Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW350750 and Grant Agreement, Number SG350751, as amended, authorizing a Loan amount of \$70,000, excluding Capitalized Interest, and a Grant amount of \$35,000; and

The Local Government is entitled to additional financing for Design Activities of \$498,597, excluding Capitalized Interest; and a Grant amount of \$399,166; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Subsection 1.01(19) of the Agreement is revised as follows:

(19) "Project" shall mean the construction of facilities designed through Planning and Design Activities.

2. Section 1.01 is amended to include the following definition:

"Design Activities" shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

3. Subsections 2.01(5) and (12) of the Agreement are deleted and replaced as follows:

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

(12) The Local Government covenants that this Agreement is entered into for the purpose of completing Planning and Design Activities in order to construct facilities which will, in all events, serve a public purpose.

4. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	\$568,597	140131
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Small Community Wastewater Grant	37.075	Federal Grants Trust Fund	\$434,166	143276

5. Section 4.01 is retitled and added to the Agreement as follows:

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

6. Section 4.02 is retitled and added to the Agreement as follows:

4.02. TITLE TO PROJECT SITE.

No later than the date established by Section 10.07, the Local Government shall have an interest in real property sufficient for the construction and location of any facility designed through Design Activities free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. If a limited site title certification is accepted at that date, the Department shall establish a date for submittal of a clear site title certification in an amendment or new agreement which provides financing for construction of affected facilities.

7. Additional financing in the amount of \$498,597, excluding Capitalized Interest, and a Grant amount of \$399,166, is hereby awarded to the Local Government.

8. A Financing Rate of 1.00 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0.50 percent per annum and the Grant Allocation Assessment rate is 0.50 percent per annum. However, if this amendment is not executed by the Local Government and returned to the Department before January 1, 2020, the Financing Rate may be adjusted.

9. The total amount awarded is \$568,597. Of that, the estimated Grant amount is \$434,166, based on initial estimated Project costs. The estimated principal amount of the Loan to be repaid is hereby revised to \$137,731, which consists of \$134,431 authorized for disbursement to the Local Government and \$3,300 of Capitalized Interest. The Grant amount will be transferred by the Department as a payment to the Loan when the first repayment is due. This total consists of the following:

(a) Original Agreement of \$36,100, including \$35,000 authorized for disbursement to the Local Government and \$1,100 of Capitalized Interest, at a Financing Rate of 1.14 percent per annum (the interest rate is 0.57 percent per annum and the Grant Allocation Assessment rate is 0.57 percent per annum); and

(b) Amendment 2 of \$101,631, including \$99,431 authorized for disbursement to the Local Government and \$2,200 of Capitalized Interest, at a Financing Rate of 1.00 percent per annum (the interest rate is 0.50 percent per annum and the Grant Allocation Assessment rate is 0.50 percent per annum).

10. An additional estimated Loan Service Fee in the amount of \$9,972, for a total of \$11,372, is hereby assessed. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$568,597.

11. Section 10.05 of the Agreement is revised as follows:

The Semiannual Loan Payment amount shall be \$4,136. Such payments shall be received by the Department beginning on June 15, 2021, and semiannually thereafter on December 15 and June 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied, after deduction of the Loan Service Fee is complete, toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of \$149,103, which consists of the Loan principal plus the estimated Loan Service Fee with its Capitalized Interest, if any.

12. Section 10.06 of the Agreement is revised as follows:

The Local Government and the Department acknowledge that actual Project costs have not been determined as of the effective date of this Agreement. An adjustment to the Planning

and Design Activities costs may be made due to a reduction in the scope of work proposed for construction or based on construction contract bid prices. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final amount shall be established in the final amendment. Changes in the Planning and Design Activities or Project costs may also occur as a result of the Local Government's audit or the Department's audit.

Funds disbursed in accordance with this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made first from the original Loan amount until that amount has been disbursed. The Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amounts. The Financing Rate established for any additional increment of Loan funds shall be used to determine the Capitalized Interest and repayment amounts associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS (\$)
Planning and Design Activities	568,597
Less Grant (SG350751) funding	(434,166)
Capitalized Interest	3,300
TOTAL (Loan Principal Amount)	135,831

13. Subsection 10.07 of the Agreement is deleted and replaced as follows:

All Planning and Design Activities shall be completed no later than the date set forth below.

(1) Invoices submitted for work performed on or after August 9, 2017 may be eligible for reimbursement.

(2) Completion of all Planning and Design Activities for all Project facilities proposed for loan funding no later than June 30, 2020.

(3) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than December 15, 2020.

(4) The first Semiannual Loan Payment in the amount of \$4,136 shall be due June 15, 2021.

14. Section 10.08 of the Agreement is deleted and replaced as follows:

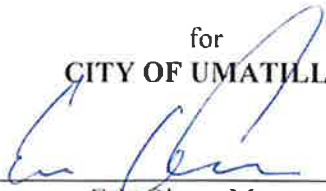
Prior to any funds being released, the Local Government shall submit a Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge.

15. All other terms and provisions of the Loan Agreement shall remain in effect.

This Amendment 2 to Loan Agreement WW350750 and Grant Agreement SG350751 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

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

for
CITY OF UMATILLA



Eric Olson, Mayor

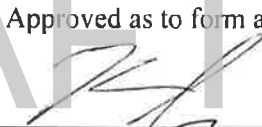
Attest:



Karen H. Howard, City Clerk

SEAL

Approved as to form and legal sufficiency:



Kevin Stone, City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

For FY 2020 and FY 2021, the “City of Umatilla’s Fiscal Year 2020-2021 Budget” was utilized to project revenues and expenses. See attached pages 67, 69, 70, and 71 with revenues highlighted in green and expenses highlighted in pink. The non-SRF debt service was taken from page 38 of the City’s 2019 Financial Report, attached. The SRF debt service from SRF Loan Agreement CW350750 was taken from page 3, attached, of “Amendment 2 to Loan Agreement WW350750 and Grant Agreement SG350751”.

For FY 2022 and FY 2023, the projected revenues and expenses were taken from the City of Umatilla’s 2019 Water and Wastewater Rate Study, Table 4, attached. Projected revenues are highlighted in green and projected expenses are highlighted in pink. The non-SRF debt service was taken from page 38 of the City’s 2019 Financial Report, attached. The SRF debt service from SRF Loan Agreement CW350750 was taken from page 3, attached, of “Amendment 2 to Loan Agreement WW350750 and Grant Agreement SG350751”.

For FY 2024, FY 2023 figures were utilized with a 3% projected increase in both revenues and expenses. SRF debt service amount is highlighted in yellow on page 3 of “Amendment 2 to Loan Agreement WW350750 and Grant Agreement SG350751”.

DRAFT

STONE & GERKEN, P.A.

ATTORNEYS AT LAW

4850 N. Highway 19A
Mount Dora, Florida 32757
(352) 357-0330
Fax (352) 357-2474
Lakeside Office Fax (352) 357-5445

LEWIS W. STONE
SCOTT A. GERKEN
KATRINA THOMAS STONE

KEVIN M. STONE
WILLIAM GRANT WATSON
FRANCHESKA SABATINI

October 9, 2020

Mr .Tim Banks
Program Administrator
State Revolving Fund Program
3900 Commonwealth Blvd., Mail Station 3505
Tallahassee, Florida 32399-3000

Re: City of Umatilla Florida – SRF Loan Program
Project No.: WW35075
Project Name: Construction Loan

Dear Mr. Banks:

I am the duly appointed City Attorney for the City of Umatilla, Florida. The City proposes to borrow an additional \$3,853,300 from the State Revolving Fund for the construction of the wastewater collection and transmission project referenced above. The loan will be secured by the net revenues of the City's water and sewer system and the pledged revenues are legally available to pledge. The City of Umatilla has the legal authority to increase rates to ensure repayment of the loan.

The sewer and water system revenues pledged to secure the State Revolving Fund assistance for planning, design, and construction of this project are not subject to any prior liens.

Very truly yours,

Kevin M. Stone

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 16, 2020 **MEETING DATE:** November 17, 2020
SUBJECT: Resolution 2020-29
ISSUE: Support of Lake County Policy Proposal

BACKGROUND SUMMARY: The Board of County Commissioners submitted a policy proposal to the Florida Association of Counties to support an amendment to the Tourist Development Tax. The amendment, if approved by the Legislature, would allow TDT monies to be used to cover the costs of PD&E or other planning studies for trails and other allowable infrastructure.

STAFF RECOMMENDATIONS: Approval of Resolution 2020-29 supporting the request by Lake County pertaining to Tourist Development Tax.

FISCAL IMPACTS: N/A

COUNCIL ACTION:

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

1 RESOLUTION 2020 - 29

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, SUPPORTING
3 THE PROPOSED POLICY STATEMENT SUBMITTED BY THE LAKE COUNTY BOARD OF
4 COUNTY COMMISSIONERS TO THE FLORIDA ASSOCIATION OF COUNTIES; ADOPTING A
5 POLICY STATEMENT TO EXPAND THE USE OF TOURIST DEVELOPMENT TAXES FOR
6 FEASIBILITY STUDIES, DESIGN AND ENGINEERING COSTS; AND PROVIDING FOR AN
7 EFFECTIVE DATE.

8 WHEREAS, in August 2020, the Lake County Board of County Commissioners submitted a
9 proposed policy statement to the Florida Association of Counties (FAC) for consideration; and

10 WHEREAS, the proposed policy statement recommended that FAC support an amendment to
11 Section 125.0104, Florida Statutes, to expand the use of the Tourist Development Tax to pay for feasibility
12 and Planning, Design and Environment (PD&E) studies for eligible projects; and

13 WHEREAS, in 2018 the Florida Legislature amended Section 125.0104, Florida Statutes, to include
14 as an allowable use design and engineering costs and other professional fees to bring public facilities into
15 service but only for counties that received more than \$10,000,000 in tourist development funding; and

16 WHEREAS, the proposed amendment would provide the same ability for counties that receive
17 less than \$10,000,000 in tourist development funding to cover the costs for planning studies needed to
18 bring public facilities into service such as multi-use trails; and

19 WHEREAS, the Board of County Commissioners of Lake County, Florida, supports the FAC
20 adopting the Tourist Development Tax policy statement.

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

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

24 Section 2. The Umatilla City Council supports the adoption of the Tourist Development Tax
25 policy statement which proposes an amendment to Section 125.0104, Florida Statutes, to allow as an
26 eligible expense feasibility studies and design and engineering costs to bring eligible public facilities into
27 service.

28 Section 3. This Resolution shall become effective immediately upon its adoption.

29 PASSED AND ADOPTED by the Umatilla City Council on this 17th day of November, 2020.

30 _____
31 _____
32 Mayor

34 ATTEST:

Approved as to form and legality:

35 _____
36 Karen H. Howard, MMC
37 City Clerk

Kevin Stone
City Attorney
First Reading: November 17, 2020



EXPAND THE USE OF TOURIST DEVELOPMENT TAX TO ALLOW FOR PLANNING STUDIES

FAC STAFF RECOMMENDATION:

PROPOSED POLICY STATEMENT:

SUPPORT the amendment to Section 125.0104, Florida Statutes, to expand the use of the Tourist Development Tax to pay for feasibility and Planning, Design and Environment (PD&E) studies for eligible projects.

BACKGROUND:

Section 125.0104, Florida Statutes, allows counties to impose a tax within its boundaries on transient rental transactions. Subsection (5)(a)1 allows the funds to be used to “acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote” a variety of tourism-related venues; but by listing in such detail how the money can be spent, the statute effectively disallows the use of the funds for feasibility and PD&E studies which are an integral part of acquiring and constructing these kinds of infrastructure.

In 2018, the Legislature amended Section 125.0104(5), Florida Statutes, and added a new subsection that allows counties receiving more than \$10 million in tourist development taxes each fiscal year to use those funds for any “related land acquisition, land improvement, *design and engineering costs, and all other professional and related costs* required to bring public facilities into service.” Although the 2018 amendment also expanded the types of tourism-related facilities that could be funded to include roads, sewer, solid waste and other types of infrastructure, the Legislature also recognized that design and engineering was an integral part of bringing those facilities in service.

That same analysis should be applied and the statute clarified so counties that receive less than \$10 million in tourism dollars have the same opportunity to utilize those funds for design and engineering costs associated with the allowable uses under Section 125.0104(5)(a) and (5)(b), Florida Statutes. See Exhibit A for proposed language.

ANALYSIS:

Lake County and other counties throughout Florida should be treated equally when it comes to funding engineering and design costs associated with bringing tourism-related facilities in service.



FISCAL IMPACT:

By expanding the use of tourism dollars to fund design and engineering of allowable facilities, facilities could potentially come in service quicker as local governments would not have to allocate dollars from other funding sources to pay for this integral part of developing a tourism-related facility.

SUBMITTING COUNTY: Lake County, Florida

ASSIGNED COMMITTEE:

BOARD SUPPORT:

EXHIBIT A

PROPOSED AMENDMENTS TO SECTION 125.0104(5), FLORIDA STATUTES (Tourist Development Tax; procedure for levying; authorized users; referendum; enforcement)

(5) AUTHORIZED USES OF REVENUE.—

(a) All tax revenues received pursuant to this section by a county imposing the tourist development tax shall be used by that county for the following purposes only:

1. To plan through the use of feasibility studies, acquire, design, engineer, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more:

a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied;

b. Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or

c. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied;

2. To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public;

3. To promote and advertise tourism in this state and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists;

4. To fund convention bureaus, tourist bureaus, tourist information centers, and news bureaus as county agencies or by contract with the chambers of commerce or similar associations in the county, which may include any indirect administrative costs for services performed by the county on behalf of the promotion agency;

5. To finance beach park facilities, or beach, channel, estuary, or lagoon improvement, maintenance, renourishment, restoration, and erosion control, including construction of beach groins and shoreline protection, enhancement, cleanup, or restoration of inland lakes and rivers to which there is public access as those uses relate to the physical preservation of the beach, shoreline, channel, estuary, lagoon, or inland lake or river. However, any funds identified by a county as the local matching source for beach renourishment, restoration, or erosion control projects included in the long-range budget plan of the state's Beach Management Plan, pursuant to s. 161.091, or funds contractually obligated by a county in the financial plan for a federally authorized shore protection project may not be used or loaned for any other purpose. In counties of fewer than 100,000 population, up to 10 percent of the revenues from the tourist development tax may be used for beach park facilities; or

6. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or finance public facilities within the boundaries of the county or subcounty special taxing district in which the tax is levied, if the public facilities are needed to increase tourist-related business activities in the county or subcounty special district and are

recommended by the county tourist development council created pursuant to paragraph (4)(e). Tax revenues may be used for any related land acquisition, land improvement, design and engineering costs, and all other professional and related costs required to bring the public facilities into service. As used in this subparagraph, the term “public facilities” means major capital improvements that have a life expectancy of 5 or more years, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, and pedestrian facilities. Tax revenues may be used for these purposes only if the following conditions are satisfied:

- a. In the county fiscal year immediately preceding the fiscal year in which the tax revenues were initially used for such purposes, at least \$10 million in tourist development tax revenue was received;
- b. The county governing board approves the use for the proposed public facilities by a vote of at least two-thirds of its membership;
- c. No more than 70 percent of the cost of the proposed public facilities will be paid for with tourist development tax revenues, and sources of funding for the remaining cost are identified and confirmed by the county governing board;
- d. At least 40 percent of all tourist development tax revenues collected in the county are spent to promote and advertise tourism as provided by this subsection; and
- e. An independent professional analysis, performed at the expense of the county tourist development council, demonstrates the positive impact of the infrastructure project on tourist-related businesses in the county.

Subparagraphs 1. and 2. may be implemented through service contracts and leases with lessees that have sufficient expertise or financial capability to operate such facilities.

(b) Tax revenues received pursuant to this section by a county of less than 950,000 population imposing a tourist development tax may only be used by that county for the following purposes in addition to those purposes allowed pursuant to paragraph (a): to plan through the use of feasibility studies, acquire, design, engineer, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more zoological parks, fishing piers, trails, or nature centers which are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public. All population figures relating to this subsection shall be based on the most recent population estimates prepared pursuant to the provisions of s. 186.901. These population estimates shall be those in effect on July 1 of each year.

(c) A county located adjacent to the Gulf of Mexico or the Atlantic Ocean, except a county that receives revenue from taxes levied pursuant to s. 125.0108, which meets the following criteria may use up to 10 percent of the tax revenue received pursuant to this section to reimburse expenses incurred in providing public safety services, including emergency medical services as defined in s. 401.107(3), and law enforcement services, which are needed to address impacts related to increased tourism and visitors to an area. However, if taxes collected pursuant to this section are used to reimburse emergency medical services or public safety services for tourism or special events, the governing board of a county or municipality may not use such taxes to supplant the normal operating expenses of an emergency

medical services department, a fire department, a sheriff's office, or a police department. To receive reimbursement, the county must:

1. Generate a minimum of \$10 million in annual proceeds from any tax, or any combination of taxes, authorized to be levied pursuant to this section;
2. Have at least three municipalities; and
3. Have an estimated population of less than 225,000, according to the most recent population estimate prepared pursuant to s. 186.901, excluding the inmate population.

The board of county commissioners must by majority vote approve reimbursement made pursuant to this paragraph upon receipt of a recommendation from the tourist development council.

(d) The revenues to be derived from the tourist development tax may be pledged to secure and liquidate revenue bonds issued by the county for the purposes set forth in subparagraphs (a)1., 2., and 5. or for the purpose of refunding bonds previously issued for such purposes, or both; however, no more than 50 percent of the revenues from the tourist development tax may be pledged to secure and liquidate revenue bonds or revenue refunding bonds issued for the purposes set forth in subparagraph (a)5. Such revenue bonds and revenue refunding bonds may be authorized and issued in such principal amounts, with such interest rates and maturity dates, and subject to such other terms, conditions, and covenants as the governing board of the county shall provide. The Legislature intends that this paragraph be full and complete authority for accomplishing such purposes, but such authority is supplemental and additional to, and not in derogation of, any powers now existing or later conferred under law.

(e) Any use of the local option tourist development tax revenues collected pursuant to this section for a purpose not expressly authorized by paragraph (3)(l) or paragraph (3)(n) or paragraphs (a)-(d) of this subsection is expressly prohibited.