

UMATILLA CITY COUNCIL MEETING
October 6, 2020, 6:00 PM
Council Chambers, 1 S. Central Avenue, Umatilla, Florida

Temperatures will be taken before entrance to Council Chambers. Masks are highly recommended and a limited supply will be available. Social distancing will be observed. Overflow seating in room behind Chambers.

Pledge of Allegiance and Moment of silence

Call to Order

Roll Call

AGENDA REVIEW

CONSENT AGENDA

- 1 Minutes, City Council meeting September 15, 2020
- 2 Minutes, Final Fire Assessment Fee, September 8, 2020
- 3 Minutes, Tentative Budget Hearing September 8, 2020
- 4 Minutes, Final Budget Hearing, September 22, 2020
- 5 Resolution 2020 – 20 Amendment 3 SRF Loan Agreement

PUBLIC COMMENT

- 6 Water Issue – 41515 Silver Drive

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

- 7 Ordinance 2020 – C Rezoning, Magnolia Pointe, second reading
- 8 Ordinance 2020 - L Rezoning, Shields, first reading
- 9 Lake Pearl
 - a Ordinance 2020 – M Annexation, first reading
 - b Ordinance 2020 – M – 1 Small Scale Comprehensive Plan Amendment, first reading
 - c Ordinance 2020 – M – 2 Rezoning, first Reading
- 10 Cemetery
 - a Ordinance 2020 – J Cemetery Ordinance, second reading
 - b Resolution 2020 – 13 Cemetery Rules
- 11 Resolution 2020 – 24 Interlocal Agreement for Disbursement of CARES ACT Funding

GENERAL DISCUSSION

REPORTS

City Attorney

Mayor

Council Members

Staff

Police Activity Report – Police Chief Adam Bolton

F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any invocation that may be offered before the official start of the Council meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the Council pursuant to Resolution 2014-43. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief by the Council or the City. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.

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

1 UMATILLA CITY COUNCIL MEETING
2 SEPTEMBER 15, 2020 6:00 P.M.
3 UMATILLA COUNCIL CHAMBERS, 1 S CENTRAL AVENUE, UMATILLA
4

5 Meeting called to order at 6:01 p.m.
6

7 IN ATTENDANCE: Mayor Eric Olson; Vice Mayor Kent Adcock; Council members Katherine Adams, Brian
8 Butler, Laura Wright; Council member-elect John Nichols; Police Chief Adam Bolton; Public Works
9 Director Aaron Mercer; City Attorney Kevin Stone; City Manager Scott Blankenship; City Clerk Karen
10 Howard.
11

12 **AGENDA REVIEW**

13 **MOTION by Adams; SECOND by Wright; to approve Agenda as presented. Motion carried.**
14

15 **CONSENT AGENDA**

16 1 Minutes, City Council meeting September 1, 2020

17 2 FRDAP Grants

18 a Resolution 2020-17 Cadwell Park Phase II

19 b Resolution 2020-18 Larkin Park Phase II

20 3 Airport

21 a Resolution 2020-19 FDOT Public Transportation Grant Agreement Hangar Infrastructure

22 b GAI Task Order #12
23

24 **MOTION by Wright; SECOND by Adams; to approve Consent Agenda. Motion carried.**
25

26 **PUBLIC COMMENT**

27 None
28

29 **PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

30 4 Ordinance 2020-C Rezoning, Magnolia Pointe, first reading
31

32 **City Attorney Kevin Stone** read the ordinance by title:
33

34 **ORDINANCE 2020-C**
35

36 **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, MODIFYING THE**
37 **PLANNED UNIT DEVELOPMENT (PUD) ZONING OF 317± ACRES OF LAND CURRENTLY ZONED PLANNED**
38 **UNIT DEVELOPMENT (PUD) IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY**
39 **OWNED BY COLIN B. JOHNSON LOCATED EAST OF CHURCH STREET AND SOUTH OF MILLS STREET;**
40 **APPROVING A MASTER DEVELOPER’S AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS**
41 **AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS**
42 **ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY**
43 **MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**
44

45 **City Attorney Kevin Stone** swore in those who would be giving testimony.
46

47 **Aaron Mercer** presented the staff report for the city. Before you tonight is a request for rezoning for
48 Magnolia Pointe PUD. The project was approved in 2007 as a similar product under a different developer.
49 The project never came to fruition. The Developer's Agreement was not approved by the City Council at
50 that time. What exists is a PUD with no development standards or Developer's Agreement.

51
52 The applicant is asking for a rezoning and we will establish standards outlined in the Developer's
53 Agreement. The Developer's Master Plan is subject to the Developer's Agreement.

54
55 **Mr. Mercer** highlighted of the most important discussion points. The original development was 126 units
56 more than this request. The developer is requesting 506 proposed lots which yields 2.7 dwelling units per
57 acre on approximately 317 acres.

58
59 Residential development standards follow the Land Development Regulations. They have a mix of 50' to
60 80' lots. They are asking for 73% of the lots to be 50' to 60' wide; 10% to be 60' to 69' wide; and 11% to
61 be 70' to 79'; and 6% of the total will be 80' and wider.

62
63 The minimum living square footage in all the units is 1,300 sf with detached garage. The maximum
64 impervious surface is 50%.

65
66 Access and transportation is critical. The significant difference is point out. The original developer asked
67 for a driveway on Church Street on the west and an access to Mills Street to the north in addition to an
68 access on CR450A. Lake County asked to restrict access to Church and Mills. One hundred percent of the
69 traffic generated by this development will access from CR 450A.

70
71 We do require traffic studies to be done as part of the Preliminary Plat for Phase 1. With the
72 improvements will be turn lanes, subject to county review, the Regional Planning Council, and DOT. The
73 traffic will affect 450A and SR 19. That is the next step the Council will review.

74
75 Developer has asked for streets to be dedicated to city. We discussed this at great length and initially
76 requested private streets. In the end they agreed to do public streets and will provide a two-year
77 maintenance bond once the streets are approved and accepted by the city. We are restricting building
78 access thru a separate construction entrance. If a subcontractor uses the roads and causes damage, they
79 will be required to repair.

80
81 The Developer Agreement outlines the connection to the central sewer system. They will be required to
82 connect directly to the sewer plant. There is no interconnect between this property and the plant.
83 There are no sewer lines south of Golden Gem Drive. The developer agrees to provide the central sewer
84 to the plant. There will be collection standard, lift stations, everything we need to treat the property for
85 sewer. The water was put in a few years ago when the County put in a water system with a CDBG grant.

86
87 This will have no effect on the interconnect agreement with Eustis. This will be pumped into our surge
88 tank, screened, and processed before it goes to Eustis. All sewer in the city will do that.

89
90 Landscape and buffer is required along the perimeter of the property. There is 25' landscape buffers.
91 The Developer's Agreement also requires wall or screen along Church and Mills as part of each phase of
92 development.

93

94 The developer has a Master Sign permit requirement. They have a component of parks and recreation.
95 They are required to build a pool and cabana, a number of packet parks and trail system throughout the
96 development. They have a multi-use field on the southwest portion of the property. They are required
97 to build the pool, cabana, and some of the parks based on the number of building permits issued.
98 The staff did a good job making sure there was a balance in working with the consultant.
99

100 **Council member Adams** questioned the city taking over the streets.
101

102 **Mr. Mercer** replied many subdivisions dedicate roads to the city. He said new streets built properly will
103 not need attention for 15 years. You will have resurfacing; there may be some cracks from drainage.
104 They will have to go through an inspection process. Ideally, if I had my way they would be private. I am
105 confident in recommending to Council having public streets that meet city standards.
106

107 **Council member Wright** noted the streets in Twin Lakes is private. **Mr. Mercer** responded their
108 stormwater is private; we do no maintenance in Twin Lakes.
109

110 **Mr. Mercer** said we looked at this as either/or. In the end, the developer requested public streets and
111 our code sufficiently addresses public streets. If they are built to city standards I am confident we can
112 maintain them in perpetuity. The original developer never finished the Developer's Agreement. I don't
113 think there will be a fiscal impact to the city for 10 or 15 years.
114

115 **Greg Beliveau, of LPG Urban & Regional Planners** representing **Magnolia Pointe**, made a presentation
116 on behalf of the applicant.
117

118 This project has surrounding land uses that exceed the land use we have. To the east and west, the County
119 Low Density allows for four units per acre. To the north, the County allows for seven units per acre. The
120 city is allowing three units per acre. The Council approved 571 units when this was first approved in 2007.
121 The adjacent land uses to the east and west allow housing lots size with around 10,000 square feet
122 minimum lot sizes and to the south, the minimum lot sizes are 6,200.
123

124 This PUD does not violate current Comprehensive Plan or the Land Development Regulations. The
125 property is a transition of residential densities. We are available to facilities to support by using water
126 and extending sewer with the cost to the developer. We are not overburdening your water and sewer
127 utility capacities. We are complying dealing with wetland rules.
128

129 We will comply with stormwater rules by going through proper stormwater permitting processes.
130

131 We are using designations of maximum intensity and density. We are a single family low density
132 development under those criteria.
133

134 We have a spread of lot sizes from 6,250 to 10,000 square feet, the same range of properties around us.
135 There are four lot sizes: 6,250; 7,500, 8,700 and 10,000.
136

137 Comparison of the two projects: when the project was approved in 2007, there was a mix of town
138 homes and single-family homes. The proposed PUD is comprised of all single-family. The 2007 had
139 total units of 571, and the proposed has total units of 506.
140

141 The proposed PUD is less than the gross density and net density of the PUD approved in 2007 and below
142 the densities to the east west or north.

143
144 The design of the project has the larger lots around the periphery. The wetland systems are to the north
145 and the larger lots to the southeast. A constraint was noted today for access to Phase 3. There is some
146 dispute on how we get from point A to Point B. The entire project is subject to permitting through St.
147 Johns River Water Management District, other agencies, and city permitting. We will find out if getting
148 from Point A to Point B is cost effective or not or if it can be permitted.

149
150 This is a concept plan that is subject to permitting.

151
152 Another component is amenities that have to be built within the phases. The amenities are tracked
153 through the project. We have to build them in phases and by certain time frames. Your staff has
154 insured the amenities have to be in place before COs are issued.

155
156 The Council recently approved residential design criteria. We have given you elevations and facades
157 that are part of this application.

158
159 When these come in with the Preliminary Plats these will come in or newer versions. You will see these
160 as they come through the pipelines and you can renew your approvals. These have three car garages so
161 you are aware of them up front.

162
163 Traffic analysis has been done and we know what needs to be addressed. The developer knows what
164 will be needed for future phases and expenses have been forecast.

165
166 **Mr. Beliveau** presented a cost analysis of the monetary impact and projected tax revenue available
167 through the project. The project will phase in and you will phase in your need for police and fire.

168
169 School analysis shows the project is not a negative impact.

170
171 In conclusion, the bottom line is we are paying our way and paying for utility extension. We are providing
172 housing for the community and a customer base for the folks who are here. The retail folks need
173 customers to keep establishments open.

174
175 This is a phased in project. There will not be an immediate impact to the neighbors or to your services.
176 You will be able to gear up for the phased in approach.

177
178 The Environmental Report was clean. The property has been clean. There were no endangered species.
179 The site has been ready for development for a while; it has been maintained. The conclusion of the
180 summary was that the surveys indicate it did not result in the location of any listed species.

181
182 Discussion occurred on if a Level 1 Assessment was done. **Mr. Beliveau** responded a Level 1 had not been
183 performed. It would only be required if there was a maintenance yard there or anything of that nature.
184 It there is any financing that is done on the property a Level 1 would be required.

185
186 Will the developer be the builder? **Mr. Beliveau** responded there are different levels of developers. Some
187 do all the infrastructure. Some developers get it all ready, put in the amenities, and sell a portion of the

188 residential lots to a builder. The City has put all the conditions in the Development Order in the PUD;
189 whoever builds will have to comply. Those are the safeguards and the city is covered.

190
191 **Mr. Mercer** asked if any portions of the Environmental Assessment have expiration dates. **Mr. Beliveau**
192 responded before construction another update has to be done with a more thorough survey before it gets
193 submitted to SJRWMD. It gets repeated on additional phases. Traffic studies also need to be updated
194 per phases.

195
196 Discussion took place on the installation of roads with **Mr. Beliveau** responding roads will be done in each
197 phase with hammerheads or temporary cul de sacs.

198
199 **Mr. Mercer** stated the LDRs require each phase to stand alone with utilities, roads, stormwater in the
200 event there were no other phases built. They are permitted in that manner.

201
202 **Mayor Olson** called for public comment from anyone in favor of application or opposed to rezoning.

203
204 **Brenda Smith**, 350 Cassady Street, is owner of abutting property. I met with **Mr. Mercer** this afternoon
205 and have sent information over to **Mr. Beliveau**. The section with all the red, the lower portion
206 designated as Phase 3. There is no access where the road is shown on the conceptual plan. There is an
207 existing pond, in the 100-year floodplain, and part of the pond is on our property. There is no way he
208 can put in a 25' buffer and a 40' to 60' road and come around the pond to get down there.

209
210 It is my understanding this plan is conceptual and you will be deciding the issue later on down the road
211 but I do not believe that is the time to decide the issue. I think he should tell you now how he intends to
212 get there.

213
214 My other objection is I agree with **Ms. Adams**. You would prefer private streets. It is not the ten or twenty
215 years down the road you should be worried about; it is the thirty years down the road. Every city and
216 county I am familiar with has trouble balancing its budget. You will not get enough in taxes to cover your
217 expenses. I disagree this is a golden egg for the city; it is not and it is not going to be.

218
219 I want to lodge my objection to the conceptual plan because the owner does not have access to Phase 3
220 as it is outlined there as a road; it won't work. Our survey and the survey provided to BESH has the same
221 marker point. It is not a boundary dispute; it is simply where the water is.

222
223 Growth is inevitable; we all do not want it in our backyard. I would like you to take into consideration that
224 he cannot get to Phase 3. I would like you to take that into consideration. I have not had the chance to
225 review the Developer's Agreement, but I believe in Paragraph 9 where water and sewer is; there is a typo
226 that needs to be corrected between shall and may.

227
228 **Branduin VanZant**, 28 Rose Street, noted that sewer is a big concern and connecting to Eustis. I am
229 hearing this new subdivision will be hooking directly to our sewer system. If we are not able to support
230 our own system within the town why are we supporting this new subdivision?

231
232 If this is conceptual, do we have a say in how this is developed? Could we go in a different direction where
233 it is one to five acre tract? I am interested in growth and I know it is going to happen with the 429 coming
234 in, but I want it to be responsible. I do not want to see big box stores. I am on social media a lot and am
235 disappointed a lot of people did not come. I hear them a lot. I am a social worker and in the community

236 and schools. I see needs. Quick growth with big box stores is not what we need. I feel we need to have
237 the connection and the family growth, having the mom-and-pops and growing responsibly.

238
239 There is also an apiary on 450. I do not know if that is something has been taken into consideration. It
240 will be impacting the environment as well.

241
242 **Ms. VanZant** asked if we could get more people involved and aware of his community development and
243 come together and come up with something we can agree on instead of cramming a bunch of homes into
244 a little space.

245
246 **City Manager Blankenship** noted the sewer plant is antiquated and the cost of the city to rebuild the
247 sewer plant is around \$12 to \$15 million. Instead of rebuilding the sewer plant, we entered into a
248 partnership with the City of Eustis who will be our wastewater treatment provider. We will not have a
249 sewer plant. The sewer will come to the same location, get some preliminary treatment, and will go in a
250 big pipe to Eustis. They have a modern facility and expansion capabilities. All sewer will go to Eustis.

251
252 **Ms. VanZant** said we have issues with our sewer system now just down on Rose Street. There is constant
253 flooding. We had a heavy rain a week or so ago and it was flooding down to Lakeside.

254
255 **City Manager Blankenship** responded that is stormwater not sewer. The partnership with Eustis improves
256 our system and saves the taxpayers about \$6 million.

257
258 **Mr. Blankenship** said we will look at stormwater issues in your area.

259
260 **Ms. VanZant** said we have had more crime lately and that would be an issue bringing in more people.

261
262 **Mr. Beliveau** presented a rebuttal stating we seem to have conflicting surveys between the two property
263 owners. We will be ironing out the issue out between now and the two phases. We will find out what
264 there is to work with. Will we have to mitigate and is it cost effective? An old grove road went past the
265 lake that provided us access to get to that portion of the property. That is why it shows the access we have
266 there. That is something that is not here between the city and the developer but between private parties.
267 It will have to be worked out when we get to that phase. We will have to make changes as to how to get
268 there. When we get to that phase it will be done.

269
270 If we cannot get the road through there, we cannot put those lots in. That phase will not be able to
271 develop and we will only have the lots north of it. We cannot get your approval to put a lot through
272 We have information from our client that shows we can get through there. Today there is new information
273 on a conflict of where the road goes in conjunction with the lake. It is a civil issue between the two
274 landowners. Can Saint John's permit the road? If it is feasible, that stays in; if not the total, development
275 will not be 506 units but some lesser number.

276
277 **Mr. Beliveau** said the marketplace is for people who are here and working. There is a lack of housing for
278 medical personnel and teachers. Our housing situation is bad in Lake County. We have a good cross
279 section of housing lots. We pay our way and will be a positive for the city.

280
281 **Brenda Smith** stated the property was owned by the Turners and Austins and there has never been a
282 grove on the property because it is too wet to plant. There are two platted roads on the property that
283 he will have to vacate: John Turner Road and Marshall Road I think. The surveys are not in

284 disagreement. We use the same monument point and the same straight line. The pond is over our
285 property line and there is not room for a road and a buffer between that pond and our property line.
286

287 **Ms. Smith** noted sewer that is not available in some areas within the city that does not have sewer and
288 the need to take care of current constituents.
289

290 **Collin Johnson**, owner of the property, noted his family has been here for five generations. The property
291 at the point **Ms. Smith** referred to had plenty of room at one time to drive through there. I have not
292 personally been out there in that spot on the property for two or three years. I am not sure exactly what
293 is going on. The survey that we had completed does show room for the road to be installed. At the end
294 of the day it will all depend on SJRWMD approval because it is close to a wetland and it is close to a lake.
295 That lake is actually deep; thirty to thirty-five feet deep. It will be up to SJRWMD to make a determination
296 on the last phase of work. There used to be a stand of pine trees in the area that were harvested before
297 the developer before me bought the property. The next door neighbor also harvested pines.
298

299 Floor closed floor to public comment.
300

301 **MOTION by Adcock; SECOND by Butler; to approve Ordinance 2020-C;**
302

303 **Council member Adams** asked **Attorney Stone** what would be the results if we had to go by what was
304 approved in 2007. She expressed her concerns over the smaller lots.
305

306 **Attorney Stone** responded the proposal now is different. Umatilla PUD is actually a zoning district and if
307 you do not make any changes now the property would retain its existing entitlements. What is being
308 proposed now is different from what was approved in 2007. There is less overall density.
309

310 **Council member Adams** said we would not have to go with what was approved in 2007, right? It has new
311 owners. To me, fifty feet for a house is small.
312

313 **Attorney Stone** said zoning runs with the land. The change in ownership would not have anything to do
314 with the zoning. I believe the zoning done in 2007 contemplated a Development Agreement and a plat
315 approval but that was never done. There were more steps to go through at that time but the overall
316 density was approved. With those expectations, it is reasonable to think that those would be the existing
317 entitlements if we were to fall back to those. It would not be subject to a concept plan necessarily or a
318 plat that never got brought through, but you would be subject to whatever was agreed to with that
319 annexation which was a higher overall density.
320

321 **Council member Adams** said she did not have questions but was still on the fifty-foot lots and that is not
322 much at all.
323

324 **Mr. Beliveau** noted townhouses and villas were on the old plans. They were forty foot lots and twenty-
325 four foot lots on the old plans. The old plan had 220 townhouses and we knew that wasn't a market here.
326 The current market does not support townhouses, condos, or villas. Umatilla is a single-family lot city. He
327 explained that 50' lots are a product in a hot market for couples and young families. The house sizes are
328 not that different on a fifty-foot lot as opposed to a sixty-foot lot. One cannot tell the difference on the
329 house and the value of the house. The yard is smaller and the family who buys does not have to maintain
330 as big an area.
331

332 That is why the development standards are so critical. The quality of the house is important to the buyer;
333 the lot size is not as critical. They are buying lifestyle. They have more use for recreation in the common
334 areas maintained by the Home Owner’s Association. If the lots are larger, you shrink the amenities and
335 open space.

336
337 **Council member Adams** noted her desire for lot sizes larger than 50’ and for the roads to be private and
338 the city not to be responsible for the roads. I would vote okay but I would want private roads. Yes if we
339 can have private roads. Are private roads completely off the books?
340

341 **Attorney Stone** noted the vote is on the motion on the floor to approve as it was presented. If the
342 motion fails to pass and a different motion is made to approve it subject to some different conditions
343 after discussion with the applicant I think you can do that.
344

345 **Roll Call:**

346 **AYES: Council member Butler; Vice Mayor Adcock; Mayor Olson**

347 **NAYES: Council member Adams; Council member Wright**

348 **Motion carried 3-2 with Adams and Wright dissenting**

349

350 5 Ordinance 2020-J Cemetery Ordinance, first reading

351

352 **City Attorney Kevin Stone** read the ordinance by title:

353

354 **ORDINANCE 2020 -J**

355

356 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA**
357 **AMENDING THE CODE OF ORDINANCE BY RESCINDING CHAPTER 14 CEMETERIES IN ITS**
358 **ENTIRETY AND ADOPTING A NEW CHAPTER 14 CEMETERIES IN THE MANNER AND FORM**
359 **ATTACHED HERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE;**
360 **PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION;**
361 **PROVIDING FOR AN EFFECTIVE DATE.**

362

363 **City Manager Blankenship** said this ordinance allows the Council to adopt Rules and
364 Regulations by resolution.

365

366 No public comment

367

368 **MOTION by Adams; SECOND by Butler; approval of Ordinance 2020-J, first reading.**

369

370 Roll Call:

371 **AYES: Council member Adams, Council member Butler, Council member Wright; Vice Mayor Adcock;**

372 **Mayor Olson**

373

374 6 Sanchez

375 a Ordinance 2020-K Annexation, second reading

376 b Ordinance 2020-K-1 Small Scale Comprehensive Plan Amendment, second reading

377 c Ordinance 2020-K-2 Rezoning, second reading

378

379 City Attorney Kevin Stone read the ordinances by title:

380

381

ORDINANCE 2020 - K

382

383 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE
384 BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH
385 THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY
386 LIMITS APPROXIMATELY 0.086 ± ACRES OF LAND GENERALLY LOCATED WEST OF SR 19 AND EAST OF
387 WEST ALTOONA ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS
388 ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER
389 AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING
390 FOR AN EFFECTIVE DATE.

391

ORDINANCE 2020 – K-1

392

393 AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE
394 PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 0.086 ±
395 ACRES OF LAND DESIGNATED LAKE COUNTY RURAL TRANSITION TO GENERAL COMMERCIAL IN THE
396 CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY ADRIANNA SANCHEZ
397 LOCATED WEST OF US 19 AND EAST OF WEST ALTOONA ROAD; DIRECTING THE CITY MANAGER TO
398 TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO
399 CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID
400 COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT
401 HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

402

403

ORDINANCE 2020 – K - 2

404

405 AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 0.086
406 ± ACRES OF LAND ZONED LAKE COUNTY COMMERCIAL (C-2) TO THE DESIGNATION OF GENERAL
407 COMMERCIAL AND WAREHOUSE (C-2) IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED
408 PROPERTY OWNED BY ADRIANNA SANCHEZ, LOCATED WEST OF SR 19 AND EAST OF WEST ALTOONA
409 ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER
410 APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY
411 OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

412

413 **Sherie Lindh** presented the staff report for the city and noted the signatures of both property owners
414 were included in the packet

415

416 **MOTION by Wright; SECOND by Adams; to approve Ordinance 2020-K Sanchez Annexation, second**
417 **reading.**

418

419 **AYES: Adams, Butler, Wright, Adcock, Olson**

420

Motion carried.

421

422

423 **MOTION by Wright; SECOND by Adams; to approve Ordinance 2020-K-1 Small Scale Comprehensive**
424 **Plan Amendment, second reading.**

425

AYES: Adams, Butler, Wright, Adcock, Olson

426

Motion carried.

427
428 **MOTION by Adams; SECOND by Butler; to approve Ordinance 2020-K-2 Sanchez Rezoning, second**
429 **reading.**

430 **AYES: Adams, Butler, Wright, Adcock, Olson**
431 **Motion carried.**

432
433 **OLD BUSINESS**

434 Crescent Street Presentation

435
436 **Attorney Stone** presented a power point on Crescent Street showing exhibits. He explained the different
437 manners in which right of ways can be obtained. The city maintained the road for seven years and it
438 shows up on our maps. **Mr. Straughan** took issue some of the road was on his property so the city
439 purchased it by fee simple.

440
441 **Attorney Stone** displayed a slide showing the road is not on all of the fifty-foot strip the city purchased
442 from **Mr. Straughan**. We have part of the right of way from the purchase from **Mr. Straughan** and part
443 of the right of way from the maintenance.

444
445 The next slide showed part of the right of way deeded to the city by **Mr. Purvis**. That was deeded so the
446 property owner to the south could have access to Crescent Street.

447
448 The next slide showed the area brought from **Mr. Straughan**.

449
450 There is a survey done a little while back showing more detail. We can see the part of the road is located
451 north of the land purchased from **Mr. Straughan**. It goes on property that is on "no man's land." We are
452 trying to sort that out.

453
454 This matters because if we own property by fee simple we can convey it by fee simple. Right of way is
455 different from owning property; we are custodian of right of way on behalf of the public. It is in the
456 nature of an easement that encumbers the underlying property.

457
458 When a developer dedicates right of way through a plat if the city does not want the right of way and
459 vacates it, by statute the right of way goes away, the easement is lifted, and the property belongs to the
460 adjoining property owners again.

461
462 If it is not part of a plat if the local government vacates the right of way it goes back to wherever it came
463 from to start with - the old property owner.

464
465 The solution coming from **Mr. Purvis** in the next couple of meetings, it is not as simple as a Quit Claim
466 Deed. There are different things that have to be done depending upon how we got the different bits of
467 right of way.

468
469 I wanted to explain why this has taken some time; it is complicated. The right of way we got from virtue
470 of maintaining it, it is restored to the original landowner. We have to figure out who all the property
471 owners are. There is much work to be done, and none of the work is being done at the city's expense.
472 We have told **Mr. Purvis** to have his attorney come to us with the complete set of documents and give us
473 comfort that all the property owners will have legal access.

474

475 This is an update on the status. We have been in constant talks about this. The gap pointed out is a little
476 bit of a surprise and we have to research who owns the gap. They are doing the research on that now.

477

478 **GENERAL DISCUSSION**

479 **REPORTS**

480 **Council member Adams** reported the Florida Citrus Hall of Fame has made signs of citrus labels including
481 the following brands: Duck Head, Lake Gold, and Golden Gem. They will be provided to the Library and
482 Museum soon.

483 **Council member Wright** reported on first Zoom meeting with UMS. There is no media center, no lockers,
484 and four lunch shifts. The students are doing well.

485 **Police Chief Adams Bolton** reported a program whereby the Police obtains footage from neighbors with
486 Ring cameras to help with investigations.

487 **Public Works Director Aaron Mercer** noted the hallway work is coming along. We hope to have it
488 wrapped up in the next three weeks.

489 **Meeting adjourned 7:34 p.m.**

490

491

492

493 _____
Eric Olson

494 Mayor

495

496 ATTEST:

497

498

499 _____
Karen H. Howard, MMC

500 City Clerk

1 MINUTES, UMATILLA CITY COUNCIL SPECIAL MEETING
2 SEPTEMBER 8, 2020 6:00 P.M.
3 MEETING CONDUCTED ON VIDEO CONFERENCING APP ZOOM
4

5 Call to order 6:00 p.m.
6

7 **Moment of silence observed.**
8

9 PARTICIPANTS: Mayor Eric Olson; Vice Mayor Kent Adcock; Council members Katherine Adams,
10 Brian Butler, Laura Wright; Council member-elect John Nichols; Police Chief Adam Bolton; Fire
11 Chief Shane Lanoue; Meeting Moderator and Finance Director Regina Frazier; Land Planner
12 Sherie Lindh; City Attorney Kevin Stone; City Manager Scott Blankenship; City Clerk Karen
13 Howard.
14

15 The procedure for the Zoom meeting was explained to the participants.
16

17 Roll call: Mayor Eric Olson; Vice Mayor Kent Adcock; Council members Katherine Adams, Brian
18 Butler, Laura Wright attended via video conference.
19

20 **PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

21 1 Resolution 2020-14 Final Fire Assessment Fee
22

23 **City Attorney Kevin Stone** read the resolution by title:
24

25 **RESOLUTION 2020-14**
26 **Annual Rate Resolution (FY 2020-21)**
27

28 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, RELATING**
29 **TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS FOR**
30 **THE CITY OF UMATILLA; ESTABLISHING LEGISLATIVE FINDINGS; IMPOSING FIRE**
31 **SERVICES ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR**
32 **THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; APPROVING THE RATE OF**
33 **ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR SEVERABILITY;**
34 **AND PROVIDING FOR AN EFFECTIVE DATE.**
35

36 **City Manager Blankenship** said this non-valorem assessment is collected through the tax bill.
37

38 **There was no public comment.**
39

40 **Council member Adams** asked if the Fire Department expenses were covered by this assessment
41 and **City Manager Blankenship** responded they were.
42

43 **MOTION by Adams; SECOND by Wright; to approve Resolution 2020-14, Final Fire fee**
44 **Assessment.**
45

46 Public Comment

47 **Roll call vote:**
48 **Adams – yes; Butler-yes; Wright-yes; Vice Mayor Adcock-yes; Olson-yes.**
49 **Motion carried.**
50
51 **Meeting adjourned 6.06 p.m.**
52
53
54 _____
55 Eric Olson
56 Mayor
57
58 ATTEST:
59
60 _____
61 Karen H. Howard, MMC
62 City Clerk

1 MINUTES, UMATILLA CITY COUNCIL TENTATIVE BUDGET HEARING
2 SEPTEMBER 8, 2020 6:00 P.M.
3 MEETING CONDUCTED ON VIDEO CONFERENCING APP ZOOM
4

5 Call to order 6:06 p.m.
6

7 PARTICIPANTS: Mayor Eric Olson; Vice Mayor Kent Adcock; Council members Katherine Adams,
8 Brian Butler, Laura Wright; Council member-elect John Nichols; Police Chief Adam Bolton;
9 Meeting Moderator and Finance Director Regina Frazier; City Manager Scott Blankenship; City
10 Clerk Karen Howard.
11

12 The procedure for the Zoom meeting was explained to the participants.
13

14 Roll call: Mayor Eric Olson; Vice Mayor Kent Adcock; Council members Katherine Adams, Brian
15 Butler, Laura Wright attended via video conference.
16

17 **PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

18 1 Resolution 2020 – 15 Tentative Millage Rate

19 **Attorney Stone** read the resolution in its entirety:

20 **RESOLUTION 2020 – 15**

21 **A RESOLUTION OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ADOPTING THE TENTATIVE**
22 **AD VALOREM MILLAGE RATE FOR THE CITY OF UMATILLA FOR FISCAL YEAR 2020-2021,**
23 **PROVIDING FOR COLLECTION OF TAXES, PROVIDING FOR AN EFFECTIVE DATE.**

24 **WHEREAS**, a portion of the revenue for the City's Fiscal Year beginning October 1, 2020
25 and ending September 30, 2021 must be raised from the levy of an ad valorem tax on each dollar
26 of taxable property in the City of Umatilla, Florida; and,

27 **WHEREAS**, the gross taxable value for operating purposes not exempt from taxation
28 within Lake County has been certified by the Lake County Property Appraiser to the City of
29 Umatilla as \$160,891,581.

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

- 32 1. The Fiscal Year 2020-2021 tentative operating millage for the City of Umatilla
33 is 7.1089 mills which is more than the rolled-back rate of 6.9317 by 2.56%.
34 2. This Resolution shall take effect immediately upon its adoption.
35

36 **DULY ADOPTED** at a Public Hearing this 8th day of September, 2020, by the City Council of the
37 City of Umatilla, Lake County, Florida.

38 **Finance Director Regina Frazier** gave information on the millage and rolled back rate. After the
39 proposed hearing.

40 We have some expenditures that may be eligible for CRA funds and may be able to reallocate.
41 Using out of reserves \$130,000. We haven't realized the impact of having an in-house building
42 official and believe the number will go down. We are getting funds back from COVID. I hope it
43 will be around \$20,000.

44
45 Reserves \$780,000 which is where we want to be. We should be right on target with the
46 changes.

47
48 No public comment

49
50 **Vice Mayor Adcock** said he would prefer to step back a little bit on taxes because a lot of
51 people in the community are hurting. I understand

52
53 **MOTION by Adams; SECOND by Butler; to adopt Resolution 2020-15 setting the Tentative**
54 **Millage rate at 7.1089.**

55
56 **Roll call vote:**

57 **Adams – yes; Butler-yes; Wright-yes; Vice Mayor Adcock-yes; Mayor Olson-yes**

58 **Motion carried. 6:18 p.m.**

59
60 2 Resolution 2020 – 16 Tentative Budget

61 **Attorney Stone** read the resolution in its entirety:

62 **RESOLUTION 2020 - 16**

63 **A RESOLUTION OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ADOPTING THE TENTATIVE**
64 **BUDGET FOR FISCAL YEAR 2020-2021; PROVIDING FOR AN EFFECTIVE DATE.**

65 **WHEREAS**, the City of Umatilla of Lake County, Florida, held a public hearing in the
66 Umatilla City Council Chambers, on September 8, 2020, at 6:00 p.m. as required by Florida Statute
67 200.065; and,

68 **WHEREAS**, the City Council of the City of Umatilla of Lake County, Florida, set forth the
69 appropriations and revenue estimates included in Exhibit A for the Budget for Fiscal Year 2020-
70 2021 in the amount of \$39,533,670, or as much thereof as may be authorized by law are required
71 for the operation of the government of the City of Umatilla.

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

74 1. The Fiscal Year 2020-2021 Tentative Budget is adopted by the Umatilla City
75 Council.

76 2. This Resolution shall take effect immediately upon its adoption.

77

78 **DULY ADOPTED** at a Public Hearing this 8th day of September, 2020, by the City Council of the
79 City of Umatilla, Lake County, Florida.

80 **PUBLIC COMMENT none**

81

82 **MOTION by Wright; SECOND by Adams; to adopt Resolution 2020-16, Tentative Budget of the**
83 **City of Umatilla for Fiscal Year 2020-2021 at \$39,533,670 of which the total operating budget**
84 **is \$13,782,121.**

85

86 **Roll call vote:**

87 **Adams – yes; Butler-yes; Wright-yes; Vice Mayor Adcock-yes; Mayor Olson**

88 **Motion carried. 6:20 p.m.**

89

90 **Meeting adjourned 6:20 p.m.**

91

92

93

94 _____
Eric Olson

95 Mayor

96

97 ATTEST:

98

99

100 _____
Karen H. Howard, MMC

101 City Clerk

1 MINUTES, CITY COUNCIL FINAL BUDGET HEARING
2 SEPTEMBER 22, 2020, 6:00 PM
3 MEETING CONDUCTED ON VIDEO CONFERENCING APP ZOOM
4

5 **CALL TO ORDER 6:05 p.m.**

6 **ROLL CALL**

7
8 **IN ATTENDANCE:** Mayor Eric Olson; Vice Mayor Kent Adcock; Council members Katherine
9 Adams, Laura Wright; Council member-elect John Nichols; Police Chief Adam Bolton; Fire Chief
10 Shane Lanoue; Finance Director Regina Frazier; City Attorney Kevin Stone; City Manager Scott
11 Blankenship; City Clerk Karen Howard.

12 Absent: Council member Brian Butler
13

14 **PUBLIC HEARING**

15 1 Resolution 2020 - 21 Tentative Millage Rate
16

17 **City Attorney Kevin Stone** read the resolution in its entirety:
18

19 **RESOLUTION 2020 – 21**
20

21 **A RESOLUTION OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL AD**
22 **VALOREM MILLAGE RATE FOR THE CITY OF UMATILLA FOR FISCAL YEAR 2020-2021, PROVIDING**
23 **FOR COLLECTION OF TAXES, PROVIDING FOR AN EFFECTIVE DATE.**
24

25 **WHEREAS**, a portion of the revenue for the City’s Fiscal Year beginning October 1, 2020
26 and ending September 30, 2021 must be raised from the levy of an ad valorem tax on each dollar
27 of taxable property in the City of Umatilla, Florida; and,
28

29 **WHEREAS**, the gross taxable value for operating purposes not exempt from taxation
30 within Lake County has been certified by the Lake County Property Appraiser to the City of
31 Umatilla as \$160,891,581.
32

33 **NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Umatilla of Lake
34 County, Florida, that:
35

- 36 1. The Fiscal Year 2020-2021 final operating millage for the City of Umatilla is
37 7.1089 mills which is more than the rolled-back rate of 6.9317 by 2.56%.
38
39 2. This Resolution shall take effect immediately upon its adoption.
40

41 **DULY ADOPTED** at a Public Hearing this 22nd day of September, 2020, by the City Council of the
42 City of Umatilla, Lake County, Florida.
43

44 **MOTION by Adams; SECOND by Wright; to adopt Resolution 2020 – 21 setting the Final Millage**
45 **Rate of the City of Umatilla for Fiscal Year 2020-2021 at 7.1089, which is 2.56% higher than the**
46 **rolled-back rate of 6.9317.**

47
48 **Public Comment**

49 **No comment**

50
51 **Vice Mayor Adcock** stated at the last meeting he voted to increase the tax base with the addition
52 of a new development. I believe going forward there are two avenues the Council can take. We
53 can either continue to raise taxes or we can broaden the base to result in additional revenues for
54 the city. My personal belief is broadening the base is the better choice. I will be voting against
55 this. I am not supporting a roll back all the way but believe it would be important for us to cut
56 taxes given the issue with COVID and community issues we face.

57
58 **ROLL CALL**

59 **Council member Adams-yes; Council member Butler-absent; Council member Wright-yes;**
60 **Vice Mayor Adcock-no; Mayor Olson-yes**
61 **Motion carried 3-1 with Adcock dissenting.**

62
63 **Time: 6:11 p.m.**

64
65 2 Resolution 2020 – 22 Final Budget

66
67 **City Attorney Kevin Stone** read the resolution in its entirety:

68
69 **RESOLUTION 2020 - 22**

70
71 **A RESOLUTION OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL**
72 **BUDGET FOR FISCAL YEAR 2020-2021; PROVIDING FOR AN EFFECTIVE DATE.**

73
74 **WHEREAS**, the City of Umatilla of Lake County, Florida, held a public hearing in the
75 Umatilla City Council Chambers, on September 22, 2020, at 6:00 p.m. as required by Florida
76 Statute 200.065; and,

77
78 **WHEREAS**, the City Council of the City of Umatilla of Lake County, Florida, set forth the
79 appropriations and revenue estimates included in Exhibit A for the Budget for Fiscal Year 2020-
80 2021 in the amount of \$39,518,670, or as much thereof as may be authorized by law are required
81 for the operation of the government of the City of Umatilla.

82
83 **NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Umatilla, Lake
84 County, Florida, that:

85
86 3. The Fiscal Year 2020-2021 Final Budget is adopted by the Umatilla City
87 Council.

88 4. The City Manager is hereby authorized and directed to maintain and amend the
89 budget so as to reflect the anticipated revenue and the appropriation of, and the
90 expenditure of, all grant funds and casualty loss insurance reimbursements
91 committed to or received by the city subsequent to September 20, 2020 and prior
92 to October 1, 2021, in accordance with direction of the City Council as to the
93 appropriation and expenditure of such grants as and when received.

94
95 5. This Resolution shall take effect immediately upon its adoption.
96

97 **DULY ADOPTED** at a Public Hearing this 22nd day of September, 2020, by the City Council of the
98 City of Umatilla, Lake County, Florida.

99
100 **MOTION by Adams; SECOND by Wright; to adopt Resolution 2020 - 22, Final Budget of the City**
101 **of Umatilla for Fiscal Year 2020-2021 at \$39,518,670 of which the total operating budget is**
102 **\$13,830,376.**

103
104 **PUBLIC COMMENT**

105 **None**

106
107 **ROLL CALL**

108 **Council member Adams-yes; Council member Butler-absent; Council member Wright-yes;**

109 **Vice Mayor Adcock-yes; Mayor Olson-yes**

110 **Motion carried 4-0.**

111
112 **Time: 6:14 p.m.**

113
114 **Meeting adjourned 6:15 p.m.**
115
116

117 ATTEST:

118

119

120

121 _____
Eric Olson

122 Mayor

123

124

125

126

Karen H. Howard, CMC
City Clerk

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: September 30, 2020 **MEETING DATE:** October 6, 2020

SUBJECT: Resolution 2020 – 20

ISSUE: State Revolving Fund, Amendment 3 to Loan Agreement

BACKGROUND SUMMARY: The first step of the SRF Agreement pertaining to the Sewer Interconnect with Eustis was for the Planning Phase. The city entered into a loan/grant agreement for those activities for a total of \$70,000. The loan portion was \$35,000 and the grant portion was \$35,000.

The next step in the project was Design Activities through the SRF program. SRF Amendment 2 awarded the city an additional loan of \$498,596, with a grant portion of \$399,166.

The Design portion has been completed under budget and SRF Amendment 3 adjusts the total loan and grant amounts accordingly.

	Amendment 2	Reduction	Amendment 3
Planning/Loan WW350750	568,597	(11,043)	557,554.00
Grant Agreement SC350751	434,166	(5,810)	428,356.00
Subtotal			129,198.00
Capitalized Interest			3,097.69
Loan Principal Amount			132,295.69

STAFF RECOMMENDATIONS: Approval of Resolution 2020 – 20, SRF Amendment 3, Loan and Grant Agreement.

FISCAL IMPACTS: Reduction in Design Activities Funding breakdown: Loan amount of \$557,554 with Grant amount of \$428,356 financed over a twenty year period at a rate of 1.14% per annum.

COUNCIL ACTION:

Reviewed by City Attorney Yes No vN/A

Reviewed by City Engineer Yes No vN/A

RESOLUTION 2020 - 20

A RESOLUTION OF CITY OF UMATILLA, LAKE COUNTY, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; AUTHORIZING AMENDMENT 3 TO THE LOAN AGREEMENT WW350750 AND GRANT AGREEMENT SG350751; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City Council adopted Resolution 2018 – 09 on March 30, 2018, entering into a loan and grant agreement with the State of Florida Department of Environmental Protection; and

WHEREAS; revisions and additions of certain provisions have been made to the Loan and Grant Agreement, attached herewith as Amendment 3 and referenced as “Exhibit A”

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. Amendment 3 to Loan Agreement WW350750 and Grant Agreement SC350751 is attached herewith and referenced as “Exhibit A”.

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

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

PASSED and ADOPTED this 7th Day of October, 2020.

APPROVED AS TO FORM AND LEGALITY

Eric Olson, Mayor
ATTEST

Kevin Stone, City Attorney

Karen H. Howard, MMC City Clerk

**STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT WW350750
& 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 State Revolving Fund Loan Agreement, Number WW350750 as amended, authorizing a Loan amount of \$568,597, excluding Capitalized Interest, and Grant Agreement, Number SG350751, authorizing a Grant amount of \$434,166; and

The Loan Amount, Grant amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total Loan amount awarded is reduced by \$11,043 and the Grant amount is reduced by \$5,810. The revised total Loan amount awarded is \$557,554 and the Grant amount is \$428,356.

2. The Loan Service Fee is reduced by \$221, and the adjusted total service fee, rounded to the nearest dollar, for this Loan is \$11,151. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$557,554.

3. The total amount of the Loan to be repaid is \$143,446.69. This consists of \$557,554.00 disbursed to the Local Government minus the Grant amount of \$428,356.00, plus accrued Capitalized Interest of \$3,097.69 and service fee charges of \$11,151.00.

4. The total amount remaining to repay on the Loan is \$143,446.69, and consists of the following:

(a) The unpaid principal of the original loan of \$36,100.74 and the unpaid service fee charge of the original loan of \$1,400.00 both 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).

(b) Amendment 2 unpaid principal of \$96,194.95 and unpaid service fee charge of \$9,751.00 both 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).

5. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$4,032.71. Such payments shall be received by the Department 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.

6. 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	\$557,554	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	\$428,356	143276

7. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Planning and Design Activities	557,554.00
Less Grant (SG350751) Funding	(428,356.00)
SUBTOTAL (Total Disbursed)	129,198.00
Capitalized Interest	3,097.69
TOTAL (Loan Principal Amount)	132,295.69

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

This Amendment 3 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 Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF UMATILLA

Eric A. Olson, Mayor

Attest:

Approved as to form and legal sufficiency:

Karen Howard, City Clerk

Kevin Stone, City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: **October 1, 2020**

MEETING DATE: **October 6, 2020**

SUBJECT: **Customer Water Leak**

ISSUE: **Requesting Credit for Water**

BACKGROUND SUMMARY: In July 2020, the residents at 41515 Silver Drive experienced a significant water leak which resulted in billing for 111K gallons of water. The residents had a plumber come out and do some work but reported no major repairs or leaks were found. They requested a meter report called a data logger be completed to see if the leak had stopped. On July 28th, Utilities went out and did the meter log which showed the continuous leak since July 1st which stopped on July 18th at 11:05pm and then became intermittent. We discussed the possibility that they may still potentially have a smaller leak going on since the data logger was showing usage in all 15 minute increments over a 24 hour period. We also discussed using a leak detection company as another alternative to a plumber. After the resident had a leak detection company come out also finding no major leak, they insisted that the meter was faulty and it be changed out. I spoke to Utilities and they agreed to remove the meter and send it to Neptune to be tested for accuracy.

Staff did perform a second data logger on the meter that is currently in place which also indicated intermittent usage throughout a 24 hour period. When this was discussed the resident indicated that they work odd hours so it is possible that they use water throughout the entire day and night. Once the meter test came back showing that the meter was registering accurately, the customer still insisted that they be given a credit for the water. We are only allowed to give leak credits on the sewer charges assuming that the water did not go through the sewer system. In this case, however, the residents are in the unincorporated area and are not on City sewer so there is no credit that can be given as all water must be paid for if it went through the meter.

STAFF RECOMMENDATIONS: Staff has offered a payment arrangement to assist the customer with paying for the water.

FISCAL IMPACTS: **N/A**

COUNCIL ACTION:

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

Reviewed by City Engineer

Yes

No

vN/A

Karen Howard

From: Regina Frazier
Sent: Wednesday, September 23, 2020 3:23 PM
To: Karen Howard
Subject: FW: Meter test
Attachments: Neptune Statement_of_Accuracy Calibration_doc; Winter Haven Accuracy of Water Meters Letter.pdf

From: Jeff Kimbrough <jeff@kimbroughsales.com>
Sent: Wednesday, September 23, 2020 9:50 AM
To: Regina Frazier <RFrazier@umatillafl.org>
Cc: Joshua Fixl <jfixl@umatillafl.org>; Aaron Mercer <amercer@umatillafl.org>; Jeff Kimbrough <kimbrough.jeff@gmail.com>; Karen Whittle <karen@sunstatemeter.com>
Subject: Re: Meter test

Regina,

All meters returned to Neptune for certified testing are tested on calibrated and certified testing equipment - See attached "Neptune Statement of Accuracy Calibration Doc".

Testing procedures are based on AWWA (American Water Works Association) C700 Standards for Displacement Style Cold Water Meters:

On the 5/8"x3/4" size testing is as follows:

High Flow - 20 gallons per minute test rate for 100 Gallons - AWWA acceptable accuracy range between 98.5% - 101.5%
Meter returned tested at 99.2% which falls within the accuracy limits.

Intermediate Flow - 1.5 gallons per minute test rate for 10 Gallons - AWWA acceptable accuracy range between 98.5% - 101.5%
Meter returned tested at 100.3% which falls within the accuracy limits.

Low Flow - 1/4 gallon per minute test rate for 10 Gallons - AWWA acceptable accuracy range between 95.0% - 101.0%
Meter returned tested at 96.3% which falls within the accuracy limits.

All three required test flow accuracies were within acceptable limits. The average accuracy of these three test flows is 98.6%. In layman's terms, for every 100 gallons of water the customer of this meter received the City only billed them for 98.6 gallons.

Based on the design of this style of meter this is to be expected over time. This meter was manufactured in 2016 and due to the nature of the "mechanical design" of these types of water meters they only "slow down" (in customer's) favor and never "speed up". I have also attached another letter that the City of Winter Haven provides their customers to explain this in more detail.

I hope this helps you.

Best regards,

Jeff Kimbrough
Director of Sales
Sunstate Meter & Supply, Inc.
352-516-9791
Jeff@Kimbroughsales.com

On Wed, Sep 23, 2020 at 8:26 AM Regina Frazier <RFrazier@umatillafl.org> wrote:



Per Josh, see attached...

Regina Frazier, CGFO, CPM

Finance Director

City of Umatilla

P.O. Box 2286

1 South Central Ave

Umatilla, FL 32784

352-669-3125



Please note: Florida has a very broad public records law. Most written communications to or from government officials regarding government/public business is public record available to the public and media upon request. Your email communications may be subject to public disclosure.



Sunstate Meter & Supply, Inc.
 Phone: (352) 332-7106 Fax: (352) 332-5604
 *** INVOICE ***

Invoice #:74916

Page: 1

Date: 09/17/2020
 Customer:100270

Due Date:10/17/2020
 Salesman:Jeff/Jay

Bill To:

CITY OF UMATILLA
 P.O. BOX 2286
 UMATILLA, FL 32784-2286
 USA

Ship To:

CITY OF UMATILLA
 700 GOLDEN GEM DRIVE
 UMATILLA, FL 32784
 USA

# Prev Inv	Order Date	Cust PO #	Sales Order	Shipping Instructions
0	08/07/2020	JOSH FIXL	71806	UPS ADD 9/16/20

Ordered	BackOrd	Billed	UM	Part#/Description	Price	Amount
1	0	1	EA	TEST-5/8X3/4 TEST, 5/8X3/4 WATER METER	\$25.00	\$25.00

T10 R900i, #89732922, 1542631210
 DROP SHIP FROM NEPTUNE

Handwritten: 10-0010x
 04 22 2020
 09/21/2020

POSTED (Red circular stamp)

Terms: Net 30 days

Remit Payment to:
 Sunstate Meter & Supply, Inc.
 14001 W. Newberry Road
 Newberry, FL 32669-2710
 The invoice total reflects a cash discount.
 Payment only by check, cash or ACH.

Subtotal	\$25.00
Tax (Sales Tax Ex)	\$0.00
Ship & Handling	\$15.08
Less Deposit	\$0.00
Amount Due	\$40.08

50416502-0

Gallon Test Data Worksheet

Date:	8/27/2020
Meter Size:	5/8" x 3/4" NexT-10
Register Type:	E-Coder
RMA Number:	420667
Serial Number:	69782922
Customer:	City of Umatilla, FL
Distributor:	Sunstate Meter & Supply Inc.
Mfg. Date	03/16



Flowrate GPM	Volume in Gallons	Start Reading on Register	Finish Reading on Register	Throughput on Register	Weight Run into Tank in lbs.	Tank Volume in Gallons	Accuracy (throughput on register/volume in tank)
20	100	436,504.20	436,604.23	100.03	840.68	100.825	99.2%
1.5	10	436,604.45	436,614.60	10.15	84.366	10.118	100.3%
0.25	10	436,614.60	436,625.87	11.27	97.554	11.700	96.3%

Neptune Technology Group Statement of Calibration/Compliance Water Meter Test Systems

Neptune Technology Group's quality system is registered to International Standard ISO 9001:2008. Neptune's quality system is audited annually by an accredited third party auditing firm to assure compliance to the standard. To achieve and maintain compliance, Neptune must strictly adhere to calibration procedures for all of our manufacturing and testing equipment used to produce and verify the quality of our water meters.

Every meter produced is tested on automated, calibrated test benches. The test benches utilize gravimetric systems, in lieu of volumetric systems, and high resolution encoders to capture the test data. Every component utilized in data collection on each test bench is calibrated to exacting standards traceable to N.I.S.T., with capability of test accuracy resolution to 1/10th of 1 percent.

These processes assure that Neptune is compliant to ISO 9001:2008 and also to AWWA specifications.



Gary Moore

**Mechanical Quality Manager
Neptune Technology Group**



LIMITED WATER LEAK DETECTION AGREEMENT

TANSYLA @ YAHOO.COM

Date:

7-28-2020

Inspection Address:

41515 SILVER DRIVE

Street Address

UMATILLA, FL 32784

City, State, and Zip Code

Start Time:

3:55 pm

End Time:

4:44 pm

This is an agreement ("AGREEMENT") between The Water Leak Detectors ("TWLD") and the undersigned client ("CLIENT"), collectively referred to herein as the "PARTIES." CLIENT agrees to employ TWLD to perform limited water leak detection ("LEAK DETECTION") as set forth herein.

- Purpose:** The purpose of this service is to attempt to detect the presence of active water leak(s). *PAID BY CRENSHAW CAMP*
- Client Review of Agreement before Start of Leak Detection:** CLIENT acknowledges that they reviewed and signed this agreement prior to the start of LEAK DETECTION.
- Fee:** The fee for the service is THREE HUNDRED AND FIFTY (\$350.00) for up to two hours of technician time. Additional technician time on the same visit is fifty (\$50.00) dollars per half hour and is billed in half hour increments. Pricing is based on a single visit to the property. Additional fees may be charged for subsequent visits required by CLIENT. The LEAK DETECTION is not technically exhaustive. The fee charged for this service is substantially less than that of technically exhaustive leak detection.
- Work Description and Client Defined Area(s):** The work and CLIENT defined area(s) are as follows:
NO PLUMBING LEAK FOUND - FAULTY METER
CLIENT acknowledges and agrees to the work and location(s) of the LEAK DETECTION and has declined LEAK DETECTION of areas not defined, billed, or are outside of TWLD's regular scope of work.
- Visual Field Investigation:** A visual field investigation will take place in the client defined area(s) where LEAK DETECTION is performed.
- Equipment and Field Investigation Limitations:** CLIENT understands and accepts that leak detection is not an exact science and that there are limitations with the instrumentation and field investigation techniques associated with accuracy, precision, and uncertainty. Additionally, further limitations are present as a result of measurement methods, procedures, environmental variables, and any or all other factors. Due to numerous factors known and unknown involved in locating leaks, there will be times when the location of a leak is incorrectly identified. Many leaks can be located within close proximity of their exact location. Sometimes a leak may be a substantial distance away from the location where it is believed to originate due to varying soil conditions, construction methods, and other factors known and unknown. TWLD will not be responsible, financial or otherwise, for inaccurate location of leaks due to the aforementioned known and unknown factors.
- Single Pipe Leak:** In most cases only one pipe leak can be located at a time on any particular plumbing line. Once TWLD locates a pipe leak, it cannot guarantee that the remainder of the plumbing system is leak-free. Additionally, pipes that are experiencing leaks may continue to produce additional leaks due to the environmental conditions that led to the original leak. If a leak is detected, it is critical that the plumbing system be reviewed after repairs have been completed to verify that there are no additional leaks present.
- Access and Control of Water:** TWLD requires access to any and all buildings, units, and plumbing systems that are in question. It may be necessary that water not be used or that water be partially or fully shut off in the building(s) or unit(s) that are being inspected. If TWLD cannot complete the LEAK DETECTION due to one or more of the following: not having access to a building, unit, or plumbing system, a unit running water during the LEAK DETECTION, or a tenant that is not cooperative, the original LEAK DETECTION fee will be charged for TWLD's time on the job.
- Obstructions and Inaccessible Areas:** TWLD is not required to inspect areas which require the breaking apart, dismantling, or removal of any object, including but not limited to: moldings, wall material, floor coverings, sub floor material, slabs, siding, ceiling material, cabinetry, insulation, etc. TWLD shall not move personal or business items including but not limited to: furniture, artwork, personal/business possessions or appliances. TWLD shall not inspect areas which are obstructed or physically inaccessible on the date of inspection. Client shall be responsible for ensuring that areas are accessible. If items are blocking TWLD's LEAK DETECTION, CLIENT may, if desired, move the items at its own risk to allow TWLD to inspect the previously inaccessible or blocked areas. TWLD may, at its sole discretion, decline to review areas that it deems a possible safety hazard. Moisture/leaks can exist in inaccessible areas. There may be no feasible methods for TWLD to make inaccessible areas accessible.

TWLD:

CLIENT:

[Handwritten signature]

[Handwritten signature]

However, these areas may be subject to leaks. NO OPINION IS RENDERED CONCERNING CONDITIONS IN THESE INACCESSIBLE AREAS.

10. **Unavoidable, Necessary, or Collateral Damage:** While performing leak detection TWLD may need to turn off supply line valves, isolation valves, water heaters, etc. In some cases these items may begin to leak and/or break. During LEAK DETECTION water supply lines may need to be turned on and off various times. At times water may be introduced to the exterior and/or the interior of the structure intentionally or otherwise. In order for TWLD to find and/or confirm leaks, it may be necessary to pull back carpet or cut/drill holes in walls, floors, cabinets and ceilings, etc. TWLD may also need to insert video cameras, inflatable test balls, line tracing devices, and various other pieces of equipment into waste lines, walls, floors, cabinets, ceilings, or other areas in order to determine the location of pipe and/or leaks that may exist. The plumbing system may need to be pressurized with compressed air or tracer gas. At times pieces of equipment may become lodged and be irretrievable without digging up and cutting plumbing pipe, opening walls, floors, cabinets, ceilings or other areas. In order to review waste lines, clean-outs must be accessible to TWLD and TWLDs equipment. TWLD may need to remove, cut away, or damage flowers, grass, plants, shrubs, trees, etc. to gain access to clean-outs, pipes, or valves. If access to cleanouts is necessary and clean-outs are not available, unidentified, inaccessible, or not in a location appropriate for the situation, TWLD may need to access a waste line from a vent stack on the roof of a structure. TWLD will not be responsible for any unavoidable, necessary, incidental, or collateral damage or repair /replacement costs to property occurring during or from the LEAK DETECTION such as, but not limited to, water/mold damage, plumbing pipe, fixtures/toilets and their components, valves, water heaters, sheetrock, carpeting, framing, personal items, roofing, items getting lodged in lines, damage to flowers, grass, plants, shrubs, trees, buried utilities not clearly marked, etc. All of the aforementioned items are considered necessary for TWLD to be able to perform the work it has been hired to do. CLIENT accepts all risks. The use of destructive leak detection methods/techniques, is at the sole discretion of TWLD. TWLD is not obligated to perform destructive leak detection.
11. **Unsuccessful Leak Detection:** In the event that TWLD cannot locate a leak that exists, TWLD will attempt to provide CLIENT with possible alternatives to resolve the situation. TWLD will not be responsible for CLIENT or third party use of said information.
12. **Leak Repair, Water Extraction/Drying, and Biological Hazards Assessment/Remediation/Abatement:** Leak repair, water extraction/drying, and biological hazards assessment/remediation/abatement (including, but not limited to: mold, sewage, lead, and asbestos) are not included in this AGREEMENT. ONLY qualified people with sufficient training and expertise should attempt the aforementioned work. CLIENT should consult appropriate professionals if there are concerns.
13. **Confidentiality and Exclusivity:** The LEAK DETECTION is intended for the sole, confidential and exclusive use and benefit of CLIENT. TWLD has no obligation or duty to any other party. TWLD accepts no responsibility for use by third parties. There are no third party beneficiaries to this AGREEMENT. If CLIENT directly or indirectly allows or causes any information to be disclosed or distributed to any third party, CLIENT agrees to indemnify, defend, and hold TWLD harmless for any claims or actions brought by the third party. This AGREEMENT is not transferable or assignable. Notwithstanding the foregoing, CLIENT understands and accepts that TWLD may notify, at its sole discretion, homeowner(s), occupant(s), public agency(s), or any other party(s) of any condition discovered that it feels, based on professional opinion/judgment, may pose a safety concern.
14. **Unconditional Release and Limitation of Liability:** CLIENT acknowledges and agrees that TWLD is not an insurer and that the LEAK DETECTION to be provided under this AGREEMENT shall not be construed as a guarantee or warranty of the adequacy, performance, or condition of any structure, item, or system at the subject property. Furthermore, leaks may start after the leak detection is performed. As such, the leak detection is not a guarantee that leaks do or do not exist throughout the building(s) or unit(s) being reviewed. The LEAK DETECTION is only indicative of the presence or absence of water leaks that are detectable under the limitations of the equipment and field investigation techniques utilized in the accessible parts of the client defined area(s) at that exact point in time. As a courtesy TWLD may point out other possible negative conditions or deficiencies but such comments are not part of the bargained for service(s). CLIENT hereby releases and exempts TWLD and TWLD's respective agents and employees of and from any and all liabilities, demands, claims, and expenses incident thereto for injuries to persons, loss of, damage to, or destruction of property and any responsibility for the cost of repairing or replacing any unreported defect or deficiency. TWLD disclaims any and all express warranties, warranties of fitness for a particular purpose and implied warranties of merchantability. TWLD will not be liable for any loss of business or profits, or for any consequential, incidental, punitive, or similar damages, other than as set forth in this AGREEMENT, for claims of damages made by any third party for any cause whatsoever, regardless of the form of action, whether in contract or in tort, including negligence, even if it has been advised of the possibility of such damages. Client acknowledges and agrees that this limitation of liability reflects an informed, voluntary allocation between the parties of the risks (known and unknown) that may exist in connection with this AGREEMENT. **In no event will TWLD's liability exceed the total price as defined in this AGREEMENT.**
15. **Limitations Period:** Any legal action arising out of this AGREEMENT or its subject matter must be commenced within one year from the date of the LEAK DETECTION service or it shall be forever barred. CLIENT understands that this limitation period may be shorter than the statute of limitations that would otherwise apply.

TWLD: 

CLIENT: 

16. **Notice of Claims:** CLIENT understands and agrees that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the LEAK DETECTION service shall be reported to TWLD in writing within ten (10) business days of discovery. Unless there is an emergency condition, CLIENT agrees to allow TWLD a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, a site review before CLIENT, or anyone acting on CLIENT's behalf, repairs, replaces, alters or modifies the location that is the subject matter of the claim. CLIENT understands and agrees that any failure to timely notify TWLD and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims CLIENT may have against TWLD related to the alleged act or omission unless otherwise prohibited by law.
17. **Governing Law, Venue, and Severability:** This agreement shall be construed in accordance with the laws of the State of Florida and the United States of America. The PARTIES agree that any litigation between TWLD and CLIENT arising out of this AGREEMENT shall be filed exclusively in Orange County Florida. If TWLD is the substantially prevailing party in any such litigation, CLIENT shall pay all legal costs, expenses and attorney's fees incurred by TWLD in defending said claims, including any appeals. **CLIENT EXPRESSLY WAIVES THE RIGHT TO JURY TRIAL.** If any court having jurisdiction declares any provision of this AGREEMENT to be invalid or unenforceable, the remaining provisions will remain in effect.
18. **Litigation against a Third Party:** If TWLD is called upon to prepare for litigation or give testimony in a lawsuit between CLIENT and a third party, CLIENT agrees to additional fees for any time, materials, and expenses incurred by TWLD including, but not limited to:

Item Description	Cost
Research, consultation, and report writing time	\$100.00 per hour
Preparation of visual aids	Cost plus 15%
Printing and binding	Cost plus 15%
Time waiting to testify	\$100.00 per hour
Court appearances or depositions	\$100.00 per hour
Vehicle mileage <i>(Applicable if traveling outside of Orange, Osceola, and Seminole Counties)</i>	57.5 Cents per mile
Travel time <i>(Applicable if traveling outside of Orange, Osceola, and Seminole Counties)</i>	\$100.00 per hour
Hotel <i>(Applicable if traveling more than 3 hours one way)</i>	Cost <i>(Not to exceed \$100.00 per night)</i>
Per diem <i>(Applicable if staying at a hotel)</i>	\$35.00 per day

19. **Payment and Collections:** Full payment is due at time of service. If the LEAK DETECTION service is related to an insurance claim, TWLD at its sole discretion and with the consent of CLIENT granted in an assignment of insurance benefits form, may attempt to collect payment from the insurance company as a courtesy to CLIENT. If the insurance company denies the claim, or refuses to pay for TWLD's services in full within 30 days, CLIENT will be responsible for immediate full payment. CLIENT agrees to pay all fees and costs incurred in collecting past due payments, including attorney or collection agency fees, if any. CLIENT also agrees to pay interest in the amount of 1-1/2% per month, or the highest rate permitted by law, whichever is greater, on any payment that is considered past due until collected in full. Should any check from CLIENT be dishonored, CLIENT must immediately make payment to TWLD in the form of (1) a cashier's check, or (2) money order, or (3) cash; any of which will include the original amount due plus an administrative fee of fifty (\$50.00) dollars or 5% of the face amount of the check, whichever is greater, and damages in accordance with §68.065, Florida Statutes.
20. **Authorization to sign the Agreement:** The signer attests that signer is authorized to enter into and sign this AGREEMENT.
21. **No Interpretation against Drafter of Agreement:** The terms and conditions found in this AGREEMENT will not be construed against TWLD, or in CLIENT's favor, merely because TWLD drafted them.
22. **Headings:** Section headings used in this AGREEMENT are for convenience only, shall not be used in construing it, and shall have no force or effect otherwise.
23. **Entire Agreement:** This AGREEMENT represents the entire agreement between the PARTIES. All prior communications are merged into this AGREEMENT, and there are no terms or conditions other than those set forth herein. No statement or promise of TWLD or its respective officers, agents or employees shall be binding unless reduced to writing and signed by TWLD. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the PARTIES.

CLIENT HAS CAREFULLY READ THE FOREGOING, UNDERSTANDS IT, AND VOLUNTARILY AGREES TO IT.

TWLD

TWLD Technician or Representative

Printed Name

Title

CLIENT

Client or Representative

Company Name (If Applicable)

Printed Name

Title (If Applicable)

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: October 2, 2020

MEETING DATE: October 6, 2020

SUBJECT: Ordinance 2020-C Magnolia Pointe PUD, second reading

ISSUE: Zoning Modification with Master Developer's Agreement

Changes have been made to the Magnolia Pointe Developer's Agreement, Exhibit C, subsequent to the first reading on September 15, 2020, which are denoted below with strike-throughs (deleted) and underline (additions):

Section 4 Permitted Uses

Addition of Item "e": Up to six (6) model homes prior to platting

Section 5 Residential Development Standards

Rear lot width (general) on 50'-59' lots has been changed from ~~20'~~ to 15'

Section 9 Site Access and Transportation Improvements

Notates change regarding vehicular access per requirements from Lake County:

Vehicular access to the project site shall be provided by ~~a minimum of two access points~~, one primary access point on CR 450A and ~~one~~ an emergency access only on Church Street. There shall be no access ~~onto~~ to Mills Street.

Section 9 f. ...Two Additional traffic impact analysis may be required and, if so, shall be conducted during development as determined by the City of Umatilla, Lake County or the Florida Department of Transportation on the following schedule: 250 building permits and 450 building permits.

Section 14 Landscaping/Buffers addition:

Owner shall be allowed to perform mass grading activities within the PUD Boundary in accordance with all applicable City of Umatilla Land Development Regulations.

STAFF RECOMMENDATIONS: Approval of Ordinance 2020-C, second reading.

FISCAL IMPACTS: N/A

COUNCIL ACTION: 09/15/2020 First Reading:

MOTION by Adcock; SECOND by Butler; to approve Ordinance 2020-C;

AYES: Council member Butler; Vice Mayor Adcock; Mayor Olson

NAYES: Council member Adams; Council member Wright

Motion carried 3-2 with Adams and Wright dissenting

Reviewed by City Attorney Yes No N/A

Reviewed by City Engineer Yes No N/A

Owner: Colin Johnson
Applicant: LPG Urban and Regional Planners, Inc.
General Location: South side of Mills Street, East of Church Street
Number of Acres: 317 acres
Existing Zoning: City of Umatilla Residential PUD
Proposed Zoning: City of Umatilla Residential PUD
Existing Land Use: Single Family Low Density (3du/ac)
Proposed Land Use: 506 Single Family Lot Subdivision

	Surrounding Zoning	Surrounding Land Use
North	County R-3	Urban Low (4 units/acre)
South	County R-3	Urban Low
East	Lake Pearl	Urban Low
West	County C-2	Urban Low

Project Assessment

This property was initially annexed and rezoned in December of 2007 by Bay Pointe, LLC with significantly more residential units. The previously approved plan allowed for 632 total units, with 314 single-family homes and 318 townhome units proposed. The new plan requests significantly less units, additional open space and restricted access to adjacent County streets.

Master Developer’s Agreement

The proposed amended rezoning contains a new Master Developers Agreement. The new agreement is significantly less intense with a total of 515 single-family homes proposed. The open space required is 135.6 acres of land.

The Agreement follows the City’s Land Development Code as required and addresses the following items:

- Permitted uses: single-family housing, passive and active recreation.
- Architectural Standards will be submitted with Phase I Preliminary Plat.
- Residential Development Standards: Lot widths range from 50-ft to 80-ft.
- Residential Design Standards include garage placement and design.
- Recreation is provided with trails, active and passive parks.
- Site Access and Transportation Improvements are limited to CR450A with emergency access to south Church Street.

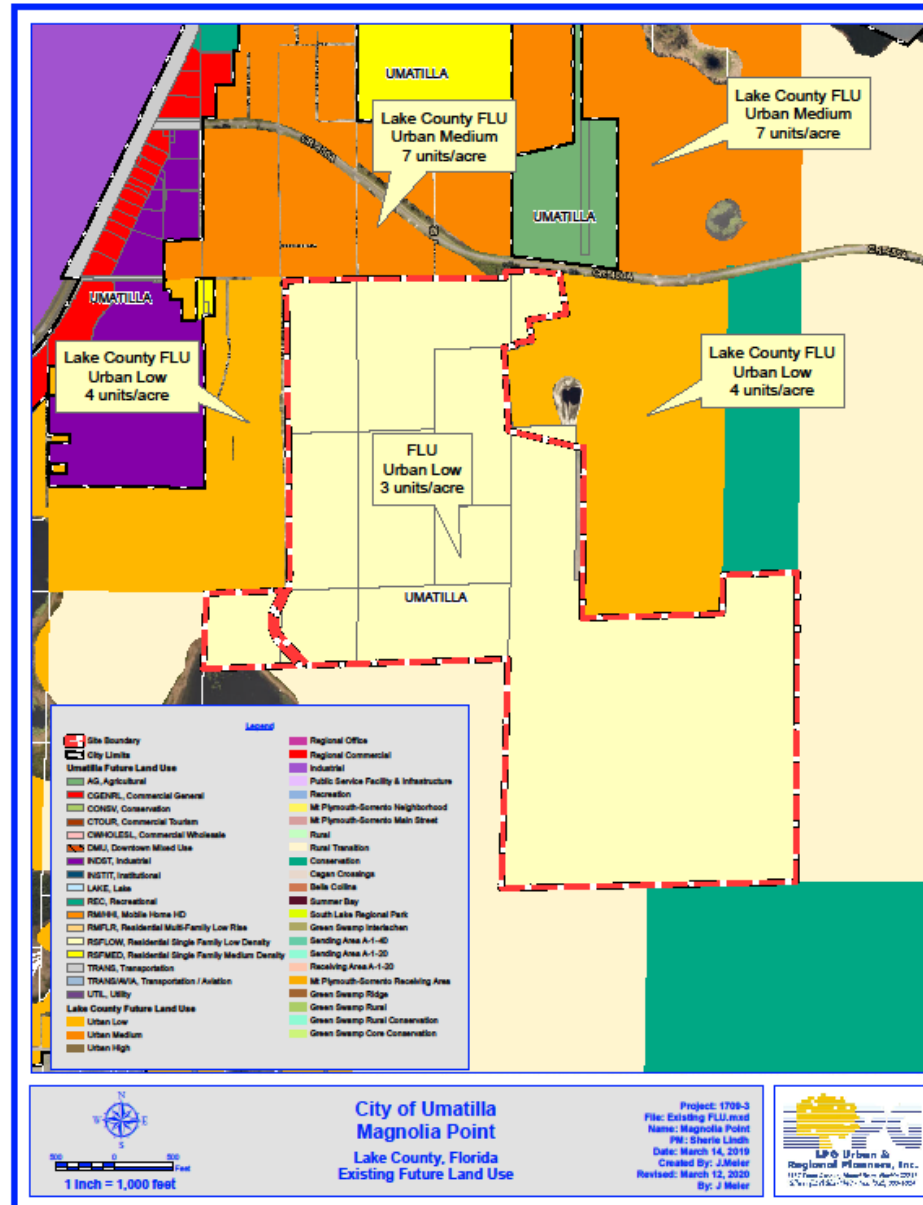
- City utilities will be extended to serve each phase at the developer's expense.
- Landscaping/Buffers required along Church and Mills as depicted on Plan.
- Stormwater will meet or exceed the City's and SJRWMD requirements.
- Master Signage Plan will be submitted along with first Preliminary Plat.

Comparison of Development entitlements shows that Magnolia Pointe is requesting 126 less units than the prior development. Furthermore, access to Mills Street and Church Street has been restricted by Lake County. Magnolia Pointe will have one main access point on CR450 A with only an emergency gate at the south end of Church Street.

Magnolia Pointe

City of Umatilla

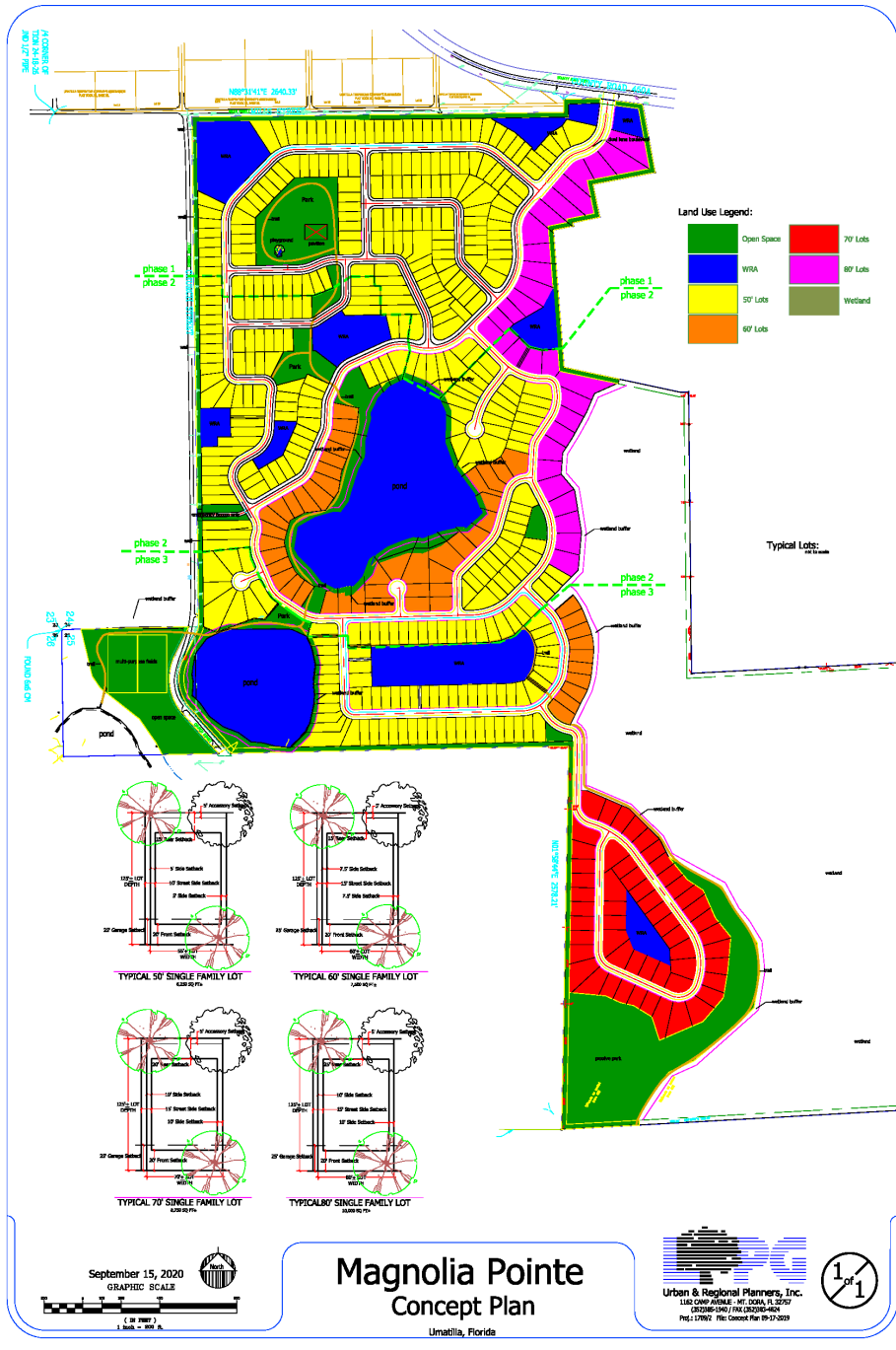
Magnolia Pointe



Existing Future Land Use Map

Magnolia Pointe

	Bay Point Homes 2007	Magnolia Pointe 2020	Difference
Total Acreage	317 acres	317 acres	0
Single Family	351 units	506 units	+155
Townhomes	220 units	0	-220
Total Units:	571	506	-65
Gross Density	1.8 per acre	1.6 per acre	0.2
Net Density	3.1 per acre	2.79 per acre	0.31



Magnolia Point

September 15, 2020
 GRAPHIC SCALE
 1" = 100' (AS SHOWN)
 1" = 200' (AS SHOWN)

Magnolia Point Concept Plan

Umatilla, Florida

Urban & Regional Planners, Inc.
 1142 COWPARK BLVD., SUITE 200, UMATILLA, FL 32085
 (904) 886-0900 / (904) 886-0901
 Fax: (904) 886-0902 File Concept Plan 19-17-2019

1 of 1

Magnolia Pointe

Sample Elevations and Project Features

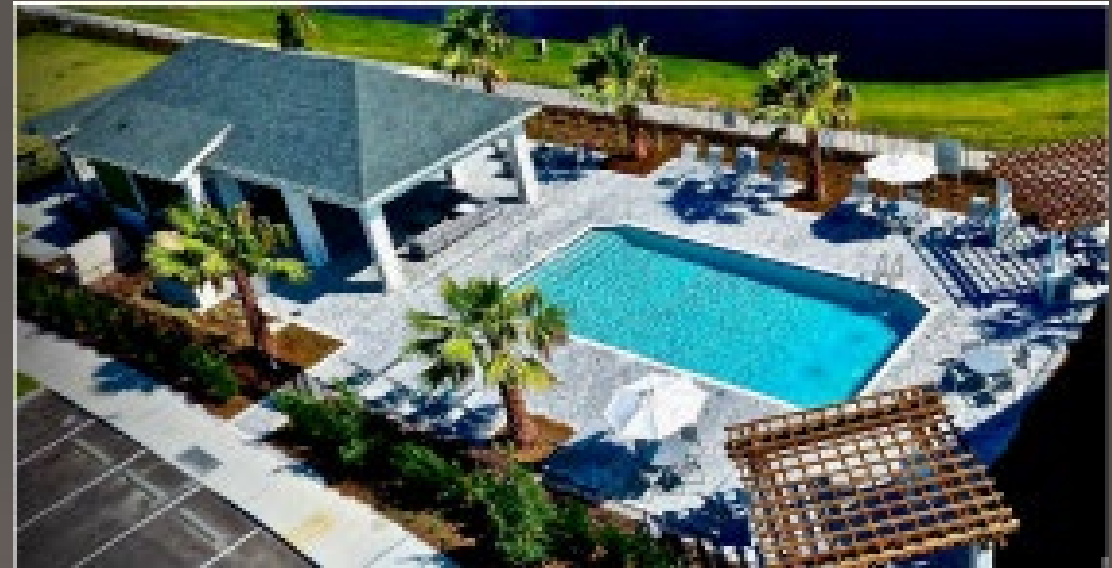
Entrance Sign/Feature



Playground Feature



Pool and Cabana



Magnolia Pointe

Sample Elevations and Project Features



Magnolia Pointe

Sample Elevations and Project Features



Magnolia Pointe

Sample Elevations and Project Features



Magnolia Pointe

Traffic Analysis

Conclusions & Recommendations:

The following are recommendations for the build-out of the Magnolia Pointe project (Based on the traffic analysis conducted in October 2019):

- **CR 450A & Project Entrance:** Construct right and left turn lanes on CR 450A at the project entrance.
- **SR 19 & CR450A:** Construct a westbound right turn lane on CR 450A at the intersection with SR 19. The timing of the construction should be at 50% build-out of the subdivision.
- **SR 19 & CR 44 and SR 44 & Orange Ave:** These intersections should be monitored and evaluated during the build-out of the project to affirm available capacity.
- **CR 44 from CR 452 to SR 19 and Orange Ave. from Hasselton St. to 44:** These road segments should be monitored and evaluated during the build-out of the project to affirm available capacity.

MAGNOLIA POINTE TRAFFIC IMPACT STUDY

PREPARED FOR:

COMMERCIAL COMPANIES, INC.
24745 LESTER WAY
EUSTIS, FLORIDA 32736

PREPARED BY:

GRIFFEY ENGINEERING, INC.
36202 EAST ELDORADO LAKE DRIVE
EUSTIS, FLORIDA 32736

OCTOBER 2019

• Table 2 - Studied Intersections

Period	Intersection		Signalized	Turn Lanes
	Major Road	Minor Road		
AM PK HR	SR 19	CR 450/W Ocala St.	Yes	Yes
PM PK HR	SR 19	CR 450/W Ocala St.	Yes	Yes
AM PK HR	SR 19	CR 450A	No	Yes
PM PK HR	SR 19	CR 450A	No	Yes
AM PK HR	SR 19	CR 44	Yes	Yes
PM PK HR	SR 19	CR 44	Yes	Yes
AM PK HR	SR 19	CR 452	Yes	Yes
PM PK HR	SR 19	CR 452	Yes	Yes
AM PK HR	SR 19	Lakeview Ave.	Yes	Yes
PM PK HR	SR 19	Lakeview Ave.	Yes	Yes
AM PK HR	CR 44A	CR 44A/Estes Rd.	Yes	Yes
PM PK HR	CR 44A	CR 44A/Estes Rd.	Yes	Yes
AM PK HR	SR 44	Orange Ave.	Yes	Yes
PM PK HR	SR 44	Orange Ave.	Yes	Yes
AM PK HR	CR 450A	Project Entrance	No	No
PM PK HR	CR 450A	Project Entrance	No	No

Current Level of Service

Department	# of Employees Currently Budgeted	2019 Population	Level of Service
Law Enforcement	14	4,154	297 persons per police officer
Code Enforcement	1	4,154	4,154 persons per code enforcement
Public Works (Roads & Streets)	6.5	4,154	639 persons per public works employee
Public Works (Parks and Recreation)	5	4,154	831 persons per public works employee
Public Works (Water and Sewer)	7	4,154	593 persons per public works employee
Public Works (Cemetery)	1	4,154	4,154 persons per public works employee
Finance & Administration	6.5	4,154	639 persons per finance & admin employee
Planning & Community Development	2	4,154	2,077 persons per planning employee
Fire Rescue	4 (Including Volunteers)	4,154	1,039 persons per fire rescue employee/volunteer
Library	7	4,154	593 persons per library employee

Monetary Impact and Projected Tax Revenue

Department	# of Proposed Units	Average # of Persons Per Household	Projected Population Growth	Level of Service	# of Additional Employees Needed to maintain current Level of Service	Monetary Impact
Law Enforcement	506	2.28	1,154	297 persons per police office	4	\$226,804
Code Enforcement	506	2.28	1,154	4,154 persons per code enforcement	0	\$0
Public Works (Roads & Streets)	506	2.28	1,154	639 persons per public works employee	2	\$91,302
Public Works (Parks and Recreation)	506	2.28	1,154	831 persons per public works employee	1	\$50,347
Public Works (Water and Sewer)	506	2.28	1,154	593 persons per public works employee	2	\$93,436
Public Works (Cemetery)	506	2.28	1,154	4,154 persons per public works employee	0	\$0
Finance & Admin	506	2.28	1,154	639 persons per finance & Admin	2	\$152,538
Planning & Community Development	506	2.28	1,154	2,077 persons per planning employee	0	\$0
Fire Rescue	506	2.28	1,154	1,039 persons per fire rescue	1	\$50,538
Library	506	2.28	1,154	593 persons per library employee	2	\$67,478
Total Monetary Impact	-	-	-	-		\$732,443

Monetary Impact and Projected Tax Revenue

Home Value	Number of Proposed Homes	Total Certified Millage Rate	Total Home Values	Total Taxable Home Values (85% of home value)	Total Tax Revenue
\$250k-\$25k homestead exemption	506	21.1853	\$113,850,000	\$96,772,500	\$2,050,154

Home Value	Number of Proposed Homes	City Millage Rate	City of Umatilla Tax Revenue	City of Umatilla Fire Tax (Per Unit)	City of Umatilla Fire Tax Revenue	Total Tax Revenue
Taxable Home Value	506	7.1089	\$687,946	\$142	\$71,852.00	\$759,798
Phase 1	175	7.1089	\$237,926	\$142	\$24,850	\$262,776
Phase 2	199	7.1089	\$270,909	\$142	\$28,258	\$299,167
Phase 3	132	7.1089	\$179,464	\$142	\$18,744	\$198,208

Monetary Impact to the City of Umatilla	Projected Tax Revenue for City of Umatilla	Surplus in Tax Revenue for City of Umatilla
\$732,443	\$759,798	\$27,355

Projected Unit Numbers at Buildout	City Fire Impact Fee (Per Unit)	City Water Impact Fee (Per Unit)	City Sewer Impact Fee (Per Unit)	City Police Impact Fee (Per Unit)	Total Impact Fee Revenue
506	\$292	\$2,837	\$3,204	\$496	
Total Impact Fees	\$147,752	\$1,435,522	\$1,621,224	\$250,976	\$3,455,474

Tax Revenue Surplus	Impact Fees	Total
\$27,355	\$3,455,474	\$3,482,829

Estimated School Impact Fees: \$4,517,062

*(*projected generation of students: 177)*

Estimated Road Impact Fees: \$380,006

Estimated Library Impact Fees: \$96,646

Total Estimated School/Road/Library Impact Fees: \$4,993,714

Magnolia Pointe



Lake County Schools Adequate Public Facilities Determination

REVIEWING AUTHORITY	Lake County Schools
PROJECT NAME/CASE#	LCS APF10-2020 Magnolia Pointe PUD - Umatilla
ITEM DESCRIPTION	515 single family units/317 acres
LOCATION	The subject property is located at Mills Street and County Road 450A.
AK's	1094607, 2891238, 1306671, 1757063, 2697989, 1036763, 1212227, 1064815, 1971118, 1036760

	SF-DU	MF-DU	MH-DU	SF Impacts	MF Impacts
NEW DU IMPACT				515	
STUDENT GENERATION	0.350	0.282	0.185	180	0
Elementary School	0.157	0.153	0.095	81	0
Middle School	0.079	0.061	0.044	41	0
High School	0.114	0.068	0.046	59	0

*Students generated may differ from distribution percentages due to rounding

CSA #2	Enrollment 2024-2025	Concurrency Capacity*	Projected Five Year Capacity %	Student Enrollment w/ Impact	% of Perm. Capacity w/ Impact	Planned Capacity Project
Assigned Schools:						
Umatilla Elementary	643	811	79%	724	89%	No
Umatilla Middle	542	715	76%	583	81%	No
Umatilla High	752	844	89%	811	96%	No

*Lake County School District Five-Year Plan, Fiscal Year 2020-2025

Please note that this is NOT a School Concurrency capacity reservation.

Prepared by: Helen L. Bailey, Lake County Schools Growth Planning Dept. Issue Date: 3/9/2020

Adequate Public Facilities
Determination

1
2
3
4 **ORDINANCE 2020-C**
5

6 **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA,**
7 **MODIFYING THE PLANNED UNIT DEVELOPMENT (PUD) ZONING OF 317± ACRES OF**
8 **LAND CURRENTLY ZONED PLANNED UNIT DEVELOPMENT (PUD) IN THE CITY OF**
9 **UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY COLIN B.**
10 **JOHNSON LOCATED EAST OF CHURCH STREET AND SOUTH OF MILLS STREET;**
11 **APPROVING A MASTER DEVELOPER’S AGREEMENT FOR THE PROPERTY; PROVIDING**
12 **FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO**
13 **PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK**
14 **OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR**
15 **SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**
16

17 **WHEREAS,** a petition has been submitted by Colin Johnson as Owner, to rezone approximately
18 317 acres of land by updating a Planned Unit Development (PUD);
19

20 **WHEREAS,** the Petition bears the signature of all required parties; and
21

22 **WHEREAS,** the required notice of the proposed rezoning has been properly published;
23

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

28 **WHEREAS,** upon review, certain terms pertaining to the development of the above described
29 property have been duly approved, and
30

31 **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Umatilla, Florida,
32 as follows:
33

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

35 That the zoning classification of the following described property, being situated in the City of Umatilla,
36 Florida, shall hereafter be designated as PUD, Planned Unit Development, as defined in the Umatilla Land
37 Development Regulations. The property is more particularly described and depicted as set forth on Exhibit
38 “A” and as depicted on the map attached hereto as Exhibit “B” and incorporated herein by reference.
39

40 **LEGAL DESCRIPTION:** See Exhibit “A”
41

42 **Section 2: Zoning Classification.**

43 That the property shall remain designated as within the PUD, Planned Unit Development District, in
44 accordance with Chapter 6, Section 2(k) of the Land Development Regulations of the City of Umatilla,
45 Florida. The property rezoned pursuant to this section shall be subject to the Umatilla Land Development
46 Regulations pertaining properties within the Planned Unit Development District and shall be developed
47 according to the Master Developer’s Agreement attached hereto as Exhibit “C”. The Agreement is in
48 accordance with, subject to, and enforceable pursuant to the Florida Local Government Development
49 Agreement Act, Sections 163.3220-163.3243, Florida Statutes.
50

51 **Section 3: Severability.**

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

55
56 **Section 4: Contingency; Effective Date.**

57 This ordinance shall become effective immediately upon passage by the City Council of the City of
58 Umatilla.

59
60 **PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County,
61 Florida, this _____ day of _____, 2020.

62
63
64 _____
65 Eric Olson, Mayor
66 City of Umatilla, Florida

67
68
69 ATTEST: Approved as to Form:

70
71
72 _____
73 Karen H. Howard, CMC
74 City Clerk

75
76 _____
77 Kevin Stone
78 City Attorney

79 Passed First Reading _____
80 Passed Second Reading _____
81 (SEAL)

82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99

EXHIBIT A

Legal Description

Parcel 1:

The Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 25, Township 18 South, Range 26 East, Lake County, Florida, LESS AND EXCEPT Road Right of Way per Official Records Book 1701, Page 810, of the public records of Lake County, Florida.

Parcel 2:

The Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 25, Township 18 South, Range 26 East, Lake County, Florida, LESS AND EXCEPT Road Right of Way per Official Records Book 1701, Page 810, of the public records of Lake County, Florida.

Parcel 3:

The North Half of the Northeast Quarter of the Northwest Quarter of Section 25, Township 18 South, Range 26 East, Lake County, Florida.

Parcel 4:

Lots 89, 90, 91, 92, 101, 102, 103, 104, and 112, of Eustis Meadows Subdivision, according to the plat thereof recorded in Plat Book 1, Page 2, of the Public Records of Lake County, Florida, LESS AND EXCEPT That portion of Lots 102, 103, and 112, included within the Plat of Crooked Oak Estates, as recorded in Plat Book 21, Pages 19 and 20, of the Public Records of Lake County, Florida, AND LESS AND EXCEPT that portion of Lot 112 included within the Warranty Deed recorded in Official Records Book 2330, Page 1303, of the Public Records of Lake County, Florida.

TOGETHER WITH:

That Part of Lot 111 of Eustis Meadows Subdivision, according to the plat thereof recorded in Plat Book 1, Page 2, of the Public Records of Lake County, Florida, described as follows: Commence at the Northwest Corner of said Lot 111, of said Eustis Meadows Subdivision and run South 00 Degrees 50 Minutes 17 Seconds East along the West line of said Lot 111 a distance of 202.10 feet to the Point of Beginning; Thence run North 87 Degrees 15 Minutes 53 Seconds East to a point on the East line of said Lot 111; Thence run South 00 Degrees 27 Minutes 30 Seconds East along the East line of said Lot 111 to the Southeast Corner of said Lot 111; Thence run Westerly along the South line of said Lot 111 to the Southwest corner of said Lot 111; Thence run North 00 Degrees 50 Minutes 17 Seconds West along the West line of said Lot 111 to the Point of Beginning.

Parcel 5:

The Southeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 24, Township 18 South, Range 26 East, Lake County, Florida.

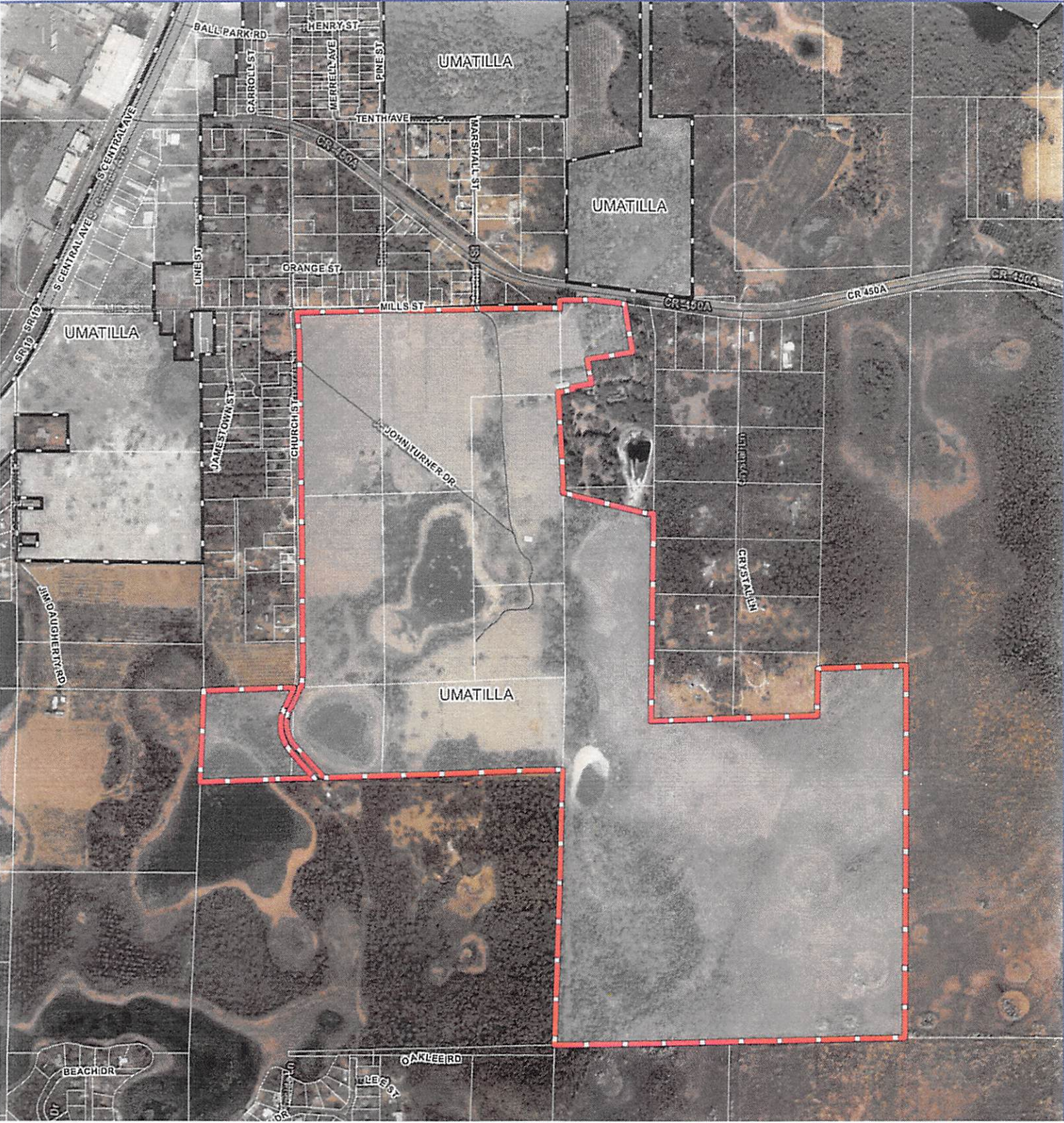
Parcel 6:

The West Half of the Southeast Quarter of the Southwest Quarter of Section 24, Township 18 South, Range 26 East, Lake County, Florida.

Parcel 7:

The East Half of the Southwest Quarter of the Southwest Quarter of Section 24, Township 18 South, Range 26 East, Lake County, Florida, LESS AND EXCEPT Road Right of Way per Official Records Book 1701, Page 806, of the Public Records of Lake County, Florida.

EXHIBIT B
ORDINANCE 2020-C



MASTER DEVELOPER'S AGREEMENT

This Developer's Agreement (the "Agreement") is made this ____ day of _____, 2020, by and between the CITY OF UMATILLA, a Florida municipal corporation ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, and Colin Johnson, ("Owner"), whose address 36161 Clear Lake Drive, Eustis, Florida, 32736, hereinafter referred to collectively as the "Parties."

RECITALS

1. The Owner desires to rezone approximately 317 ± acres of property within the City of Umatilla, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Property is currently located within the City of Umatilla and is currently zoned "Planned Unit Development (PUD)" with a future land use designation on the City of Umatilla Future Land Use Map of "Single Family Low Density."

3. Owner has filed applications for rezoning for the Property as a residential planned unit development.

4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. The City of Umatilla has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.

7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water and sewer as well as other municipal services to the Property.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and b) adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Site Plan" prepared by LPG Urban and Regional Planners, Inc., dated _____, 2019, and attached as Exhibit "B" (the "Plan"). All development shall be consistent with City's "PUD" (Planned Unit Development) zoning district and, subject to City approval. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective.

- Section 4. Permitted Uses.** Permitted Uses shall include:
- a. -Detached Single family residential not to exceed five hundred and fifteen (515) units.
 - b. Passive and Active Recreation Facilities.
 - c. Temporary modular office uses shall be allowed during construction.
 - d. Agricultural uses currently conducted onsite.
 - e. Up to six (6) model homes prior to platting.

- Section 5. Residential Development Standards.** Development Standards shall be as follows:
- a. All lots must be at least 125' in depth. There shall be four (4) lot width categories as follows (actual lot widths shall be rounded down to the nearest foot):
 - 50' - 59' - a maximum of 73% of the lots shall meet this standard
 - 60' - 69' - a minimum of 10% of the lots shall meet this standard
 - 70' - 79' - a minimum of 11% of the lots shall meet this standard
 - 80' + - a minimum of 6% of the lots shall meet this standard
 - b. The minimum living area shall be 1,300 square feet for the detached single family homes.
 - c. Maximum Impervious Surface Ratio (ISR) - Fifty Percent (50%). The ISR is in lieu of a maximum building coverage.
 - d. Minimum Setback requirements for residential units shall be as follows. Setbacks for garages facing road right of way shall be measured from (a) the road right of way or (b) existing or future sidewalk pavement; all other setbacks are measured from the lot boundary.

	LOT WIDTH CATEGORIES			
	50'-59'	60'-69'	70'-79'	80'-89'
Front (general)	20'	20'	20'	20'
Front (garage)	25'	25'	25'	25'
Side (general)	7.5'	15'	15'	15'
Side (corner lot facing ROW)	15'	10'	10'	15'
Side Entry Garage (facing ROW)	25'	25'	25'	25'
<u>Rear (general)</u>	<u>20'15'</u>	15'	15'	15'
Rear (facing Road ROW)	15'	20'	25'	25'
Accessory	5'	5'	5'	5'

- e. Maximum building height shall be limited to thirty five feet (35').
- f. Parking: The Applicant will be required to meet the parking requirements of the Umatilla Land Development Code for the proposed uses. Parking requirements will be determined at site plan approval.
- g. An equipped playground and swimming pool with cabana shall be provided within the active park. Picnic tables and trails shall be provided within the passive park and installed with the infrastructure of each phase. Construction and installation of all proposed playground equipment for Phase 1 shall be installed prior to the City issuing the 51st building permit. The construction of the pool, cabana and required parking will be completed prior to the issuance of the 200th residential building permit. A site plan will be required for the proposed pool, cabana and onsite parking.

Section 6. Residential Design Standards. Residential Design Standards shall meet the requirements of the Umatilla Lane Development Code with the following exceptions:

- a. The width of each garage shall not exceed 40% of the total width of the front of the residence.
- b. Garages facing the street shall be offset at least two and one half feet (2.5') from the primary front

- façade of the home.
- c. No more than eighty-five percent (85%) of the lots in the proposed subdivision are permitted to contain front loaded garages.

Section 9. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by a minimum of two access points, one primary access point on CR 450A and one emergency access only on Church Street. There shall be no access onto Mills Street. The primary access on CR450A shall be constructed in Phase 1. The primary access shall be through a divided landscaped boulevard type road. Actual location and design of the boulevard shall be determined during Preliminary Subdivision Plan review process and shall include consideration of sidewalks on both sides of the boulevard. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by FDOT, Lake County and City of Umatilla.
- b. All roads within the development shall be designed and constructed by the developer to meet the City of Umatilla minimum requirements.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Umatilla Codes.
- d. The City of Umatilla will not be responsible for the maintenance or repair of any of the roads or transportation improvements prior to acceptance thereof, which will be in accordance with the terms of an approved preliminary plan. The project entrance may be gated, in which event the Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. The City of Umatilla may accept ownership of the roads and transportation improvements dedicated for public use on the final plat only on the condition they meet City of Umatilla regulations and are constructed to City of Umatilla specifications. The approval of a preliminary plan in connection with the project or any phase thereof may be conditioned upon an acceptable plan for mitigating damage to roads during construction and repair and restoration of roads to acceptable condition prior to the City's acceptance thereof. Prior to the City's acceptance, upon completion of infrastructure of each phase, the Owner shall post a maintenance bond with a duration of two years from the date the City issues written certificate of occupancy acceptance of the roads and transportation improvements. The maintenance bond must be twenty percent (20%) of the construction costs for the improvements as certified by the project engineer. There shall be no construction vehicles driving over or parking on the roads, transportation improvements, sidewalks, curbs or drainage improvements once a certificate of occupancy is issued, unless otherwise required for access during home construction. Contractors will be responsible for damage and repairs. Prior to commencing construction Owner shall submit to the City, for City's approval, the proposed construction entrance. Multiple construction entrances may be required and will require Lake County Public Works driveway permits.
- f. A traffic/transportation study shall be submitted prior to preliminary subdivision plan approval for review and determination of any necessary access or off-site improvements if required by the Florida Department of Transportation and Lake County. Said improvements will be the responsibility of the Permittee. Two Additional traffic impact analysis may be required and, if so, shall be conducted during development as determined by the City of Umatilla, Lake County or the Florida Department of Transportation. on the following schedule: 250 building permits and 450 building permits.
- g. The Property shall be fully vested from Transportation Concurrency pursuant to compliance with this Section 9.

Section 10. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way.

Section 11. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property's active and passive parks, entry feature areas and common areas, so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Based on the construction impacts determined at each phase, the City may require additional offsite utility improvements necessary to support each phase. Said improvements may be eligible for impact fee credits as determined by the City of Umatilla.

Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction.

Section 12. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of building permit is issued.

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available. Accordingly, if capacity is available at the time of preliminary plat and City is willing to allocate such capacity to Owner, Owner shall enter into a reservation agreement and any other utility agreements or easements related to the Property as requested by City from time to time.

Section 13. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of utility services, including but not limited to sewer, water, and reclaimed water services.

Section 14. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping. A decorative wall and landscaping will be required along the full property frontage abutting Church Street and Mills Street and shall be installed for each phase prior to the City's acceptance thereof. Said improvements shall be placed within an easement or tract dedicated to the Homeowner's Association for ownership and maintenance.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Umatilla Land Development Regulations pertaining to tree removal and replacement. Owner shall be allowed to perform mass grading activities within the PUD Boundary in accordance with all applicable City of Umatilla Land Development Regulations.

Section 15. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 16. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third party providers, police and fire protection, emergency medical services, and solid

waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other commercial property owners within the City.

Section 17. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 18. Signage. Owner shall submit a master sign plan as a component of the Phase I preliminary plat application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Umatilla's Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

Section 19. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 20. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 21. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 22. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 23. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 24. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 25. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 26. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 27. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286 352-669-3125 Telephone
Copy to:	Mayor City of Umatilla P.O. Box 2286 Umatilla, Florida 32784-2286 352-669-3125 Telephone Kevin Stone Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone
As to Owner:	Colin Johnson 36161 Clear Lake Drive Eustis, FL 32736 407-938-9600 Telephone
Copy to:	Thomas Sullivan Gray/Robinson 301 E. Pine Street, Suite 1400 Orlando, FL 32801 407-843-8880

Section 28. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 29. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 30. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 31. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not effect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2020.

WITNESSES:

Printed Name: _____

Printed Name: _____

ATTEST:

Karen Howard
City Clerk

Printed Name: _____

Printed Name: _____

CITY OF UMATILLA, FLORIDA

By: _____
Eric Olson, Mayor

COLIN JOHNSON

By: _____
Printed Name: _____
As its: _____

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: October 2, 2020

MEETING DATE: October 6, 2020

SUBJECT: Ordinance 2020-L, first reading

ISSUE: Rezoning from R-3 Residential Low Density to UR-5 Urban Residential District

BACKGROUND SUMMARY: Application has been made for rezoning of a 3.21 acres tract located North of Beach Street and East of Tarpon Avenue. The owner wishes to subdivide the parcel into eight lots. The proposed lots are less than the city's density limitations which would allow for ten lots.

UR-5 zoning allows for 1,200 SF minimum living area, a minimum lot size of 12,500 square feet with septic, and a minimum lot width of 85'.

The difference between the two zoning districts is minimum living area. R-3 requires 1,500 square feet and UR-5 allows for 1,200 square feet. The living areas of surrounding homes range from 1,200 to 1,800 square feet.

STAFF RECOMMENDATIONS: Approval of Ordinance 2020-L, first reading

FISCAL IMPACTS: N/A

COUNCIL ACTION:

Reviewed by City Attorney Yes No vN/A

Reviewed by City Engineer Yes No vN/A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

ORDINANCE 2020 - L

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 3.21 ± ACRES OF LAND ZONED LOW DENSITY RESIDENTIAL DISTRICT (R-3) TO THE DESIGNATION OF URBAN RESIDENTIAL DISTRICT (UR-5) IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY COMMON WEALTH TRUST SERVICES, LLC LOCATED EAST OF TARPON AVE. AND NORTH OF BEACH STREET; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Ken Shields, as applicant on behalf of Common Wealth Trust Services, LLC, as Owner, to rezone approximately 3.21 acres of land from City Low Density Residential District (R-3) to City Urban Residential District (UR-5);

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

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

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

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

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

Section 1: Purpose and Intent.

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

LEGAL DESCRIPTION: Beginning 553.52 feet North of the Southwest Corner of the Northwest ¼ of the Southwest ¼ of Section 6, Township 18 South, Range 27 East; Thence Run West 180.1 feet; Thence Run North 777.48 feet; Thence Run East 180.1 feet; Thence Run South 777.48 feet to the Point of Beginning.

Alternate Key # 1111889

Section 2: Zoning Classification.

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

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

49 **Section 4: Severability.**

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

53
54 **Section 5: Effective Date.**

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

57
58 **PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County, Florida,
59 this _____ day of _____, 2020.

60
61
62 _____

63 Eric Olson, Mayor
64 City of Umatilla, Florida

65
66
67 ATTEST:

Approved as to Form:

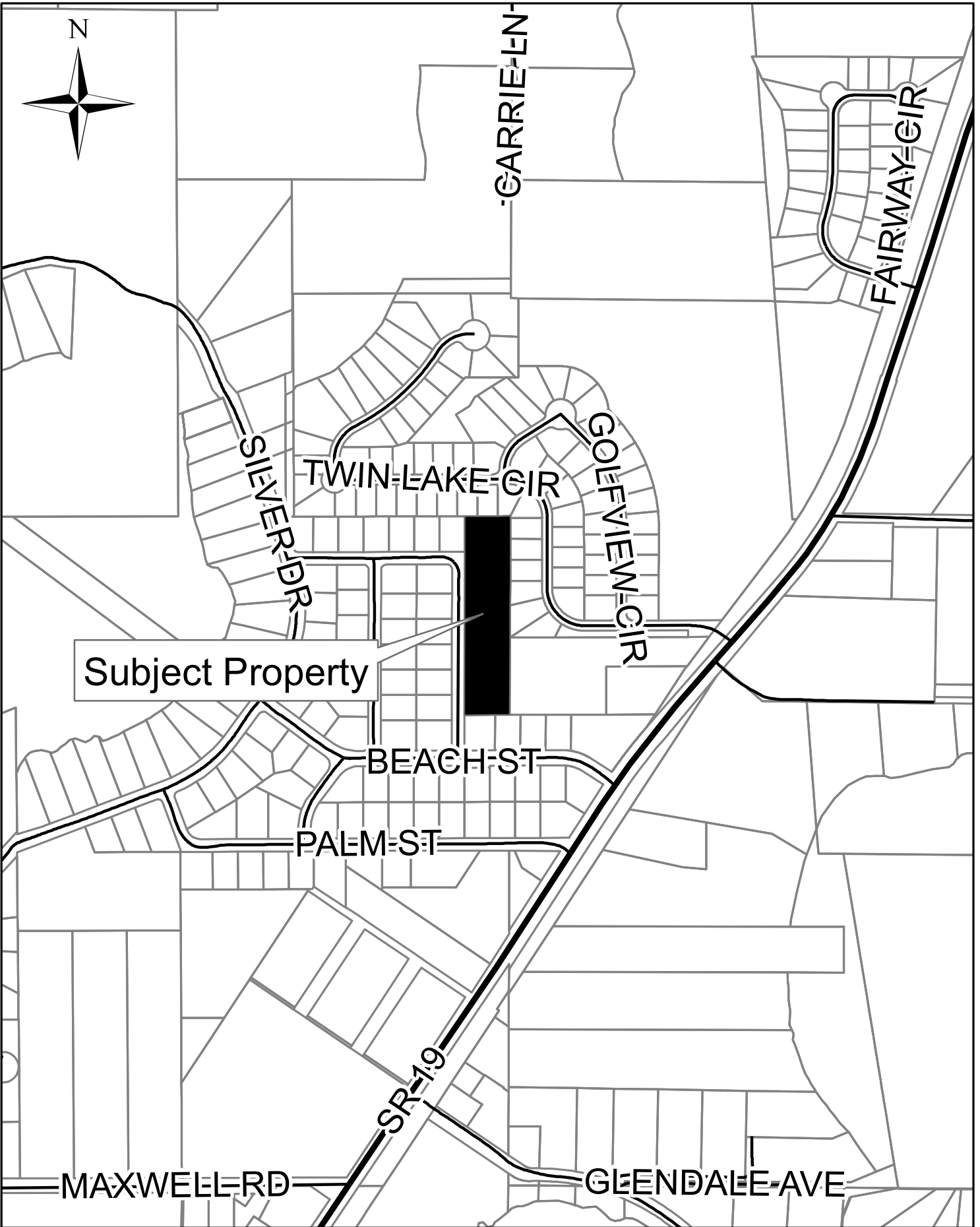
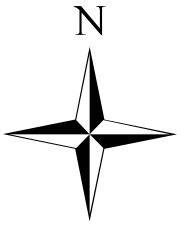
68
69
70 _____

71 Karen H. Howard, MMC
72 City Clerk

Kevin Stone
City Attorney

73
74 Passed First Reading _____
75 Passed Second Reading _____
76 (SEAL)

77
78
79
80
81
82
83
84
85
86
87
88
89
90
91



Subject Property

TWIN LAKE CIR

GOLF VIEW CIR

FAIRWAY CIR

GARRIE LN

SIEVER DR

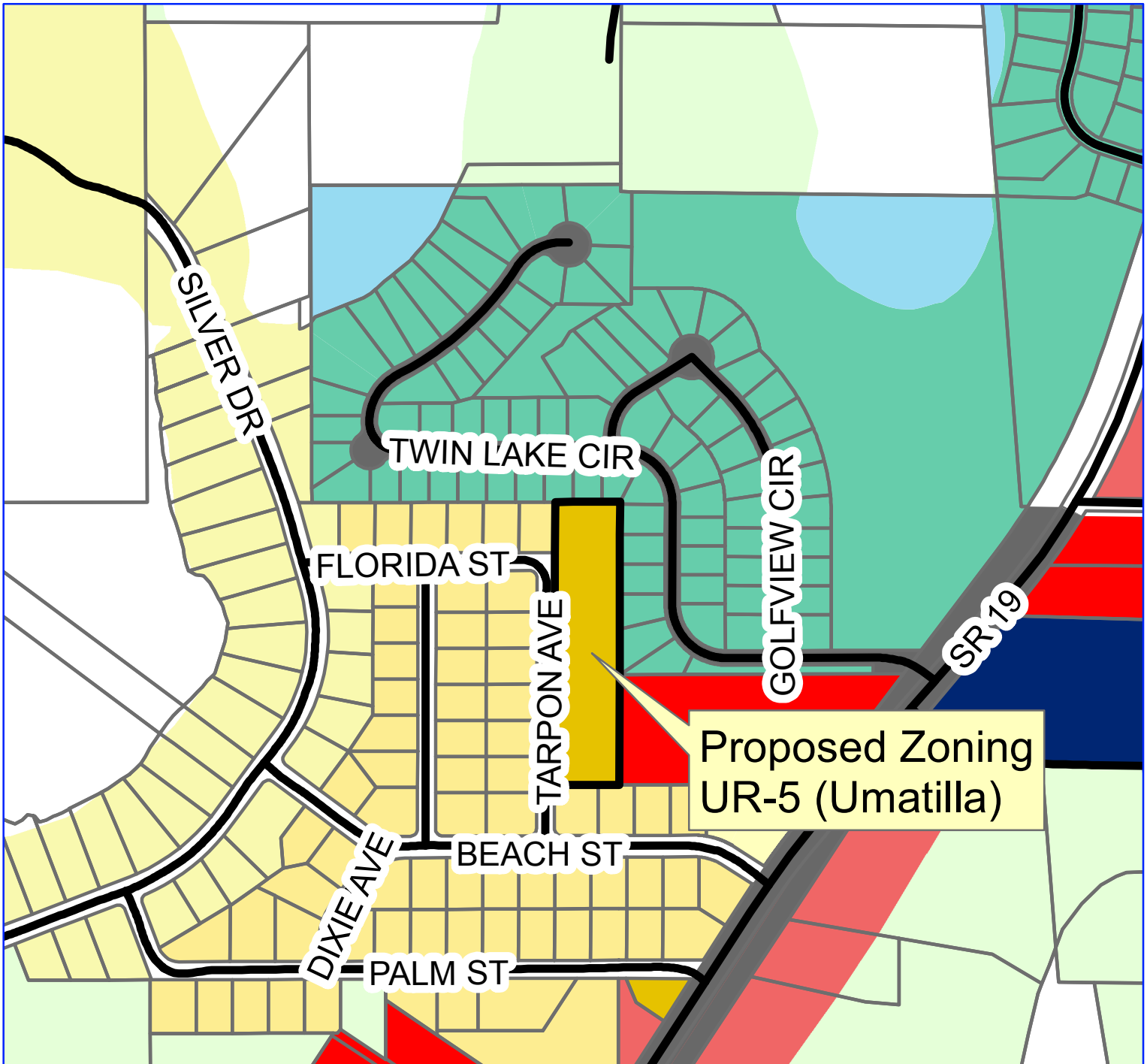
BEACH ST

PALM ST

SR-19

MAXWELL RD

GLENDALE AVE



Legend

- LC Streets
- Subject Property
- LC Parcels

Lake County Zoning

- "A" Agriculture District
- "R-1" Rural Residential
- "R-2" Estate Residential
- "R-3" Medium Residential District
- "C-2" Community Commercial District

Umatilla Zoning

- AR-1 -- Agriculture Residential
- R-3 -- Low Density Residential
- R-5 -- Single Family Medium Density Residential
- MF-8 -- Multi-Family Medium Density Residential
- MF-12 -- Multi-Family High Density Residential
- UR-5 -- Urban Residential District
- MHRP-8 -- Mobile Home Rental Park
- MHS-8 -- Manufactured Home Subdivision
- PUD -- Planned Unit Development
- RP -- Residential Professional

- AZ -- Airport Zoning
- PFD -- Public Facilities District
- C-1 -- Neighborhood Commercial
- C-2 -- General Commercial & Warehouse
- TC-12 -- Tourist Commercial
- LM -- Light Manufacturing
- R/W -- Right of Way
- LAKE -- Lake



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

Project No.: 399-20-02
File Name: Prop Zoning.mxd
Project Name: Shields
Project Manager: Sherie L
Creation Date: July 30, 2020
Created By: J.Meier

LPG Urban & Regional Planners, Inc.
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: October 2, 2020

MEETING DATE: October 6, 2020

SUBJECT: Ordinance 2020-M; 2020-M-1; 2020-M-2, first reading

ISSUE: Rezoning from R-3 Residential Low Density to UR-5 Urban Residential District

BACKGROUND SUMMARY: Application has been made for Annexation, Small Scale, Comprehensive Plan Amendment and Rezoning on a 1.76+/- vacant parcel owned by C&C Realty Investment. The parcel is located East of SR 19 and South of Maxwell Road. The applicant desires to receive city utilities and services.

Ordinance 2020-M Annexation is requested pursuant to the ISBA with Lake County for non-contiguous property. The parcel is located approximately 300' south of the city limits and is located within the city utility service area.

Ordinance 2020-M-1 Small Scale Comprehensive Plan Amendment. The proposed comprehensive plan amendment is consistent with the City's comp plan and reduces the density from four units per acre to three units per acre.

Ordinance 2020-M-2 Rezoning. The proposed rezoning to City R-3 is similar to Lake County Zoning R-3 and is consistent with adjacent properties. The City's R-3 requires a minimum living area of 1,500 square feet, an increase of the 1,200 square feet required by the County's zoning.

STAFF RECOMMENDATIONS: Three separate motions:

- 1) 2020-M: Motion to approve annexation of C&C Realty Investment LLC property, first reading.
- 2) 2020-M-1: Motion to approve Small Scale Comprehensive Plan Amendment, first reading.
- 3) 2020-M-3: Motion to approve Rezoning, first reading

FISCAL IMPACTS: N/A

COUNCIL ACTION:

Reviewed by City Attorney Yes No vN/A

Reviewed by City Engineer Yes No vN/A

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

ANNEXATION, SSCPA, REZONING, VARIANCE AND MINOR SUBDIVISION

Owner: C & C Realty Investment, LLC

Applicant: L.R. Huffstetler, Inc.

General Location: East of SR 19 and South of Maxwell Road

Number of Acres: 1.76 ± acres

Existing Zoning: Lake County Medium Residential (R-3)

Proposed Zoning: SF Low Density (R-3)

Existing Land Use: Lake County Urban Low (4 units/acre)

Proposed Land Use: Low Density Residential (3 units/acre)

Date: August 26, 2020

Description of Project

The owner is seeking annexation, small scale comprehensive plan amendment, zoning of Sf Low Density (R-3), variances off of wetland buffer and setback (property is adjacent to Lake Pearl) and minor subdivision of 3 lots. The annexation is requested pursuant to the ISBA and to receive city utilities and services. The existing property is vacant.

	Surrounding Zoning	Surrounding Land Use
North	County R-3	Urban Low (4 units/acre)
South	County R-3	Urban Low
East	Lake Pearl	Urban Low
West	County C-2	Urban Low

Assessment

Annexation

The annexation is requested pursuant to the ISBA with Lake County for non-contiguous property. The existing city limits are approximately 300' to the south. The subject site is within the City's utility service area. A survey was submitted; however, it is not signed and sealed.

Comprehensive Plan Amendment

The proposed comprehensive plan amendment is from Lake County Urban Low (4 units/acre) to City of Umatilla Residential Low Density (3 units/acre). Documentation presented by the applicant indicates that the amendment is consistent with the City's comprehensive plan and will result in a de minimis impact to the City.

The amendment as proposed reduces the potential residential development from a maximum of 7 units to a maximum of 5 units, a reduction of 2 units and a reduction of traffic impacts. The proposed population increase in the City associated with the amendment is 11 residents based on the 2010 Census persons per household for Umatilla of 2.29. Although the density will be reduced, the school impact remains the same – 2 school age children (7×0.350 (student generation) = 2.45) ($5 \times 0.350 = 1.75$).

Rezoning

The proposed rezoning to City R-3 is similar to the existing Lake County zoning of R-3 and is consistent with the adjacent properties to the north and south which are developed as residential. The minimum living area of for each unit requires 1,500 SF which is an increase from the Lake County zoning which requires 1,200 SF.

Minor Subdivision

Chapter 9, Section 5(b)(4) allows for minor subdivisions provided that meet all of the following criteria:

- An overall tract in single ownership is divided into no more than 3 lots
- No new streets are proposed or required
- No dedication of right of way, drainage areas, conversation areas or other publicly maintained property is proposed or required
- All proposed lots meet or exceed the dimensional requirements of the Code
- The proposed division is not part of an overall tract previously approved as a minor subdivision
- Flag lots are prohibited.

The concept plan submitted indicates 3 lots as follows:

Lot 1: 19,140 SF (frontage 152')

Lot 2: 21, 658 SF (frontage 171')

Lot 3: 19,950 SF (frontage 131')

The proposed lot sizes exceed the minimum requirements outlined in the Schedule of Dimension Requirements for the R-3 district with central sewer of 14,500 SF and the minimum lot width requirement of 75'. The setbacks shown on the concept plan meet the minimum building setbacks of the R-3 district.

No dedication of right of way or other publicly maintained property is proposed or required. The proposed minor subdivision is not part of any tract previously approved as a minor subdivision.

The proposed minor subdivision meets the requirements as outlined in Chapter 9, Section 5(b)(4).

There is no direct access to the site as it lies adjacent to the parcel formerly known as the railroad right of way which is now owned fee simple by Lake County. To access the site, an easement will need to be obtained from Lake County. The proposed plan indicates a proposed easement and a shared driveway is proposed. A driveway access permit will be required from the FDOT.

Variance

Variances have been requested from Chapter 17, Section 4(a) upland buffer from 50' to 25' and Chapter 9(1) setbacks from wetland line/OHWL from 50' to 25'. It is indicated that the variance for the upland buffer is to coincide with SJRWMD criteria. The justification submitted indicates that prior to development of the lots, the lots would be graded and consist of a rear lot swale which would capture runoff prior to discharge to the lake. The rear lot swale and connection to city utilities (water and sewer) would provide greater protection to the lake than setbacks alone.

Review of the submitted exhibit indicates that unless a variance is granted for Lot 2, the building area would be restricted to approximately 39' which would severely limit the size and type of home constructed. Lots 1 and 3 appear to have sufficient buildable area to meet the wetland setback and buffer. It is acknowledged that protection of the lake from runoff would be of a public benefit.

Chapter 20, Section 1(f) sets out the review criteria for variances as follows:

- 1) No diminution in value of surrounding properties would be suffered;

Granting of the variances does not and will not have an unduly adverse effect on adjacent properties.

- 2) Granting the permit would be of benefit to the public interest;

Protection of the lake from stormwater runoff and septic leaching with the utilization of central sewer would be of a public benefit.

- 3) Denial of the permit would result in unnecessary hardship to the owner seeking it;

Denial of the variance would result in an unnecessary hardship and would restrict the buildable area of Lot 2 in such a manner that would severely limit the size and type of

home constructed. The placement of a swale on all 3 lots would offer greater protection to the lake than just the placement of the swale on Lot 2.

- 4) By granting the permit, substantial justice will be done; and

Granting of the variance is the minimum variance necessary to accommodate the construction of a home(s) while providing the necessary protection of the wetlands and lake. Granting of the variance will not adversely affect the public health, safety and general welfare of the citizens.

- 5) The use must not be contrary to the spirit of the ordinance.

Buffers and wetland setbacks are to protect the lake and wetlands from secondary impacts such as stormwater runoff and leaching of septic tanks. These protection measures will be maintained via a rear lot swale, utilization of central sewer, and an upland buffer of 25'. The 25' upland buffer is consistent with the SJRWMD criteria.

Recommendation

Annexation

It is recommended that the proposed annexation be approved.

Comp Plan Amendment

It is recommended that the proposed comprehensive plan amendment be approved and the amendment meets the following FLU policies, among others:

Policy 1-1.1.6: Transition of Residential Densities.

The City shall pattern the transition of residential densities on the Future Land Use Map toward higher densities in areas accessible to employment and commercial areas and away from environmentally sensitive areas, while directing lower density residential in areas close to environmentally sensitive or agricultural areas.

Policy 1-1.10.2: Promote Orderly, Compact Growth.

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

Policy 1-2.2.5: Single-Family Low Density Residential Development.

Development in the Single-Family Low Density category shall be limited to detached single-family dwelling units. Densities cannot exceed 3 dwelling units/acre. Mobile homes, multi-family, industrial or commercial land uses will not be permitted however, a mixed use PUD shall be allowed as outlined in

Policy 1-1.11.1 and Public Facilities shall be allowed as outlined in Policy 1-2.1.2.

Rezoning

Staff recommends approval of the rezoning.

Variances

The applicant submitted an exhibit showing the 50' setback and upland buffer and the effects on the subject property.

Staff recommends approval of the variances from Chapter 17, Section 4(a) upland buffer from 50' to 25' and Chapter 9(1) setbacks from wetland line/OHWL from 50' to 25'. The following conditions are recommended:

- A lot grading plan shall be submitted and approved prior to issuance of a building permit.
- Engineered drawing with calculations showing that the swale is designed to capture the first 1" of runoff shall be submitted and approved prior to issuance of a building permit.
- Driveway connection should be constructed with 1st building permit.

ORDINANCE 2020 – M

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

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

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ NORTHEAST ¼ OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND RUN NORTH 89°55'24" WEST ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼, 43.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY A CHORD BEARING OF NORTH 30°02'35" EAST AND A CHORD DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID RIGHT OF WAY A CHORD BEARING OF NORTH 32°49'25" EAST AND A CHORD DISTANCE OF 332.80 FEET; THENCE ALONG SAID RIGHT-OF-WAY RUN NORTH 34°14'35" EAST; THENCE RUN SOUTH 57°01'11" EAST 189.84 FEET, MORE OR LESS, TO THE WATERS OF LAKE PEARL, THENCE SOUTHERLY ALONG AND WITH SAID WATERS OF LAKE PEARL TO A POINT THAT IS SOUTH 59°57'25" EAST OF THE POINT OF BEGINNING; THENCE RUN NORTH 59°57'25" WEST TO THE POINT OF BEGINNING.

Alternate Key # 3911076

49 **Section 2.** The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the
50 Circuit Court, the County Manager of Lake County, Florida, and the Secretary of State of Florida
51 within seven (7) days after its passage on second and final reading.
52

53 **Section 3.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction
54 to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this
55 Ordinance shall remain in full force and effect.
56

57 **Section 4.** The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County
58 Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan
59 Amendment to include the property annexed in the City Comprehensive Plan.
60

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

73 **Section 6.** This Ordinance shall become effective immediately upon passage by the City Council of the City
74 of Umatilla.
75

76
77 **PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County, Florida,
78 this _____ day of _____, 2020.
79

80
81 _____
82 Eric Olson, Mayor
83 City of Umatilla, Florida
84

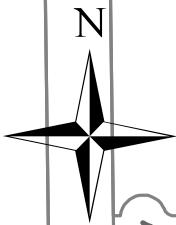
85
86 ATTEST:

Approved as to Form:

87
88
89 _____
90 Karen H. Howard, MMC
91 City Clerk
92

Kevin Stone
City Attorney

93
94 Passed First Reading _____
95 Passed Second Reading _____
96 (SEAL)



PALM ST

MAXWELL RD

SR 19

FLETCHER RD

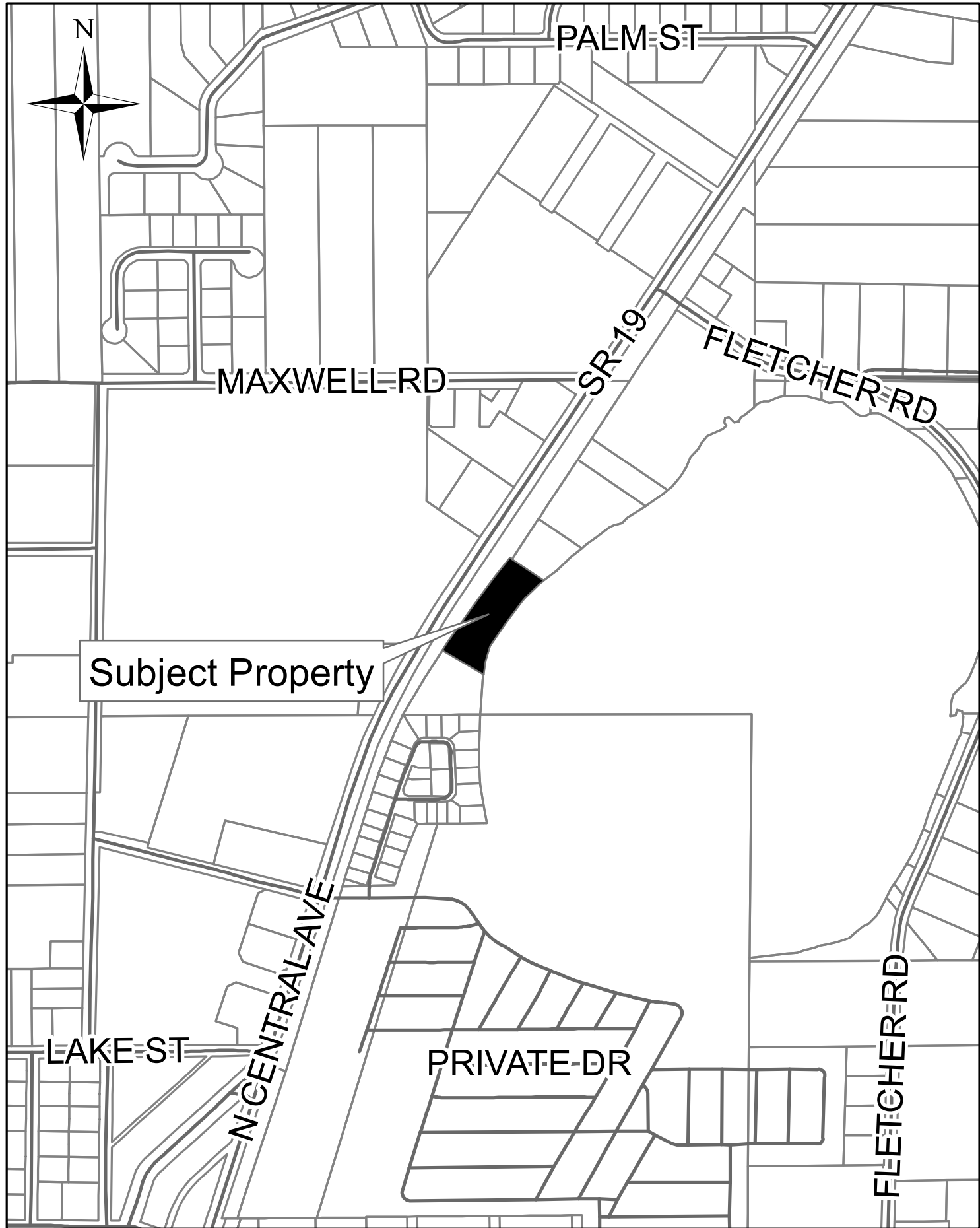
Subject Property

LAKE ST

N CENTRAL AVE

PRIVATE DR

FLETCHER RD



ORDINANCE 2020 – M - 1

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

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

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

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

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

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

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

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

Section 1: Purpose and Intent.

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

LEGAL DESCRIPTION: COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ NORTHEAST ¼ OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, AND RUN NORTH 89°55’24” WEST ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼, 43.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY A CHORD BEARING OF NORTH 30°02’35” EAST AND A CHORD DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID RIGHT OF WAY A CHORD BEARING OF NORTH 32°49’25” EAST AND A CHORD DISTANCE OF 332.80 FEET; THENCE

49 ALONG SAID RIGHT-OF-WAY RUN NORTH 34°14'35" EAST; THENCE RUN SOUTH 57°01'11" EAST 189.84
50 FEET, MORE OR LESS, TO THE WATERS OF LAKE PEARL, THENCE SOUTHERLY ALONG AND WITH SAID
51 WATERS OF LAKE PEARL TO A POINT THAT IS SOUTH 59°57'25" EAST OF THE POINT OF BEGINNING; THENCE
52 RUN NORTH 59°57'25" WEST TO THE POINT OF BEGINNING.
53

54

55 **Alternate Key # 3911076**
56

57 A. That a copy of said Land Use Plan Amendment is filed in the office of the City Manager of
58 the City of Umatilla as a matter of permanent record of the City, and that matters and
59 contents therein are made a part of this ordinance by reference as fully and completely as
60 if set forth herein, and such copy shall remain on file in said office available for public
61 inspection.
62

63 B. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the
64 changes adopted in this Ordinance and to reflect the same on the Comprehensive Land
65 Use Plan Map of the City of Umatilla.
66

67 **Section 2: Severability.**
68 If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void,
69 unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall
70 remain in full force and effect.
71

72 **Section 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
73

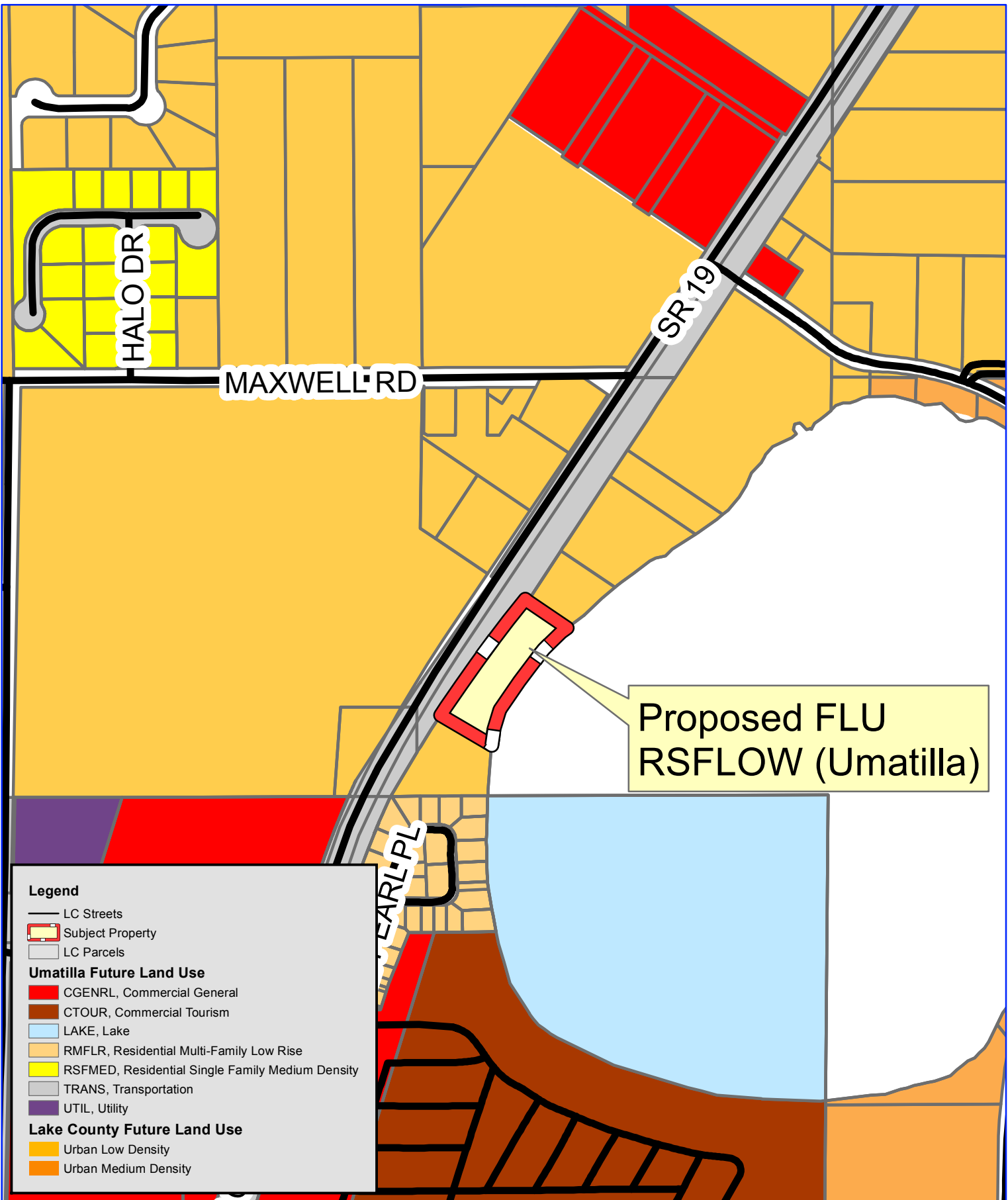
74 **Section 4: Effective Date.**
75 This Ordinance shall become effective 31 days after its adoption by the City Council. If this
76 Ordinance is challenged within 30 days after its adoption, it may not become effective until the
77 state land planning agency or Administrative Commission, respectively, issues a final order
78 determining that this Ordinance is in compliance.
79

80
81 **PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County, Florida,
82 this _____ day of _____, 2020.
83

84 _____
85 Eric Olson, Mayor
86 City of Umatilla, Florida
87

88 ATTEST: Approved as to Form:
89
90 _____
91 Karen H. Howard, MMC Kevin Stone
92 City Clerk City Attorney
93

94 Passed First Reading _____
95 Passed Second Reading _____
96 (SEAL)



Proposed FLU
RSFLOW (Umatilla)

Legend

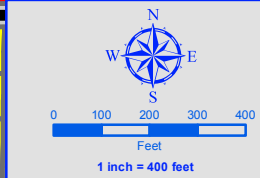
- LC Streets
- Subject Property
- LC Parcels

Umatilla Future Land Use

- CGENRL, Commercial General
- CTOUR, Commercial Tourism
- LAKE, Lake
- RMFLR, Residential Multi-Family Low Rise
- RSFMED, Residential Single Family Medium Density
- TRANS, Transportation
- UTIL, Utility

Lake County Future Land Use

- Urban Low Density
- Urban Medium Density



City of Umatilla
C&C Realty Investment
Lake County, Florida
Proposed Future Land Use Map

Project No.: 399-20-03
File Name: Prop FLU.mxd
Project Name: C&C Realty Invest
Project Manager: Sherie L
Creation Date: August 6, 2020
Created By: J.Meier

LPG Urban & Regional Planners, Inc.
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 383-4824

1
2
3 **ORDINANCE 2020 – M - 2**

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

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

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

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

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

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

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

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

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

36
37 **LEGAL DESCRIPTION:** COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST
38 ¼ NORTHEAST ¼ OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY,
39 FLORIDA, AND RUN NORTH 89°55’24” WEST ALONG THE SOUTH LINE OF THE NORTHWEST
40 ¼ OF THE NORTHEAST ¼, 43.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE
41 ABANDONED S.C.L RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG SAID
42 RIGHT-OF-WAY A CHORD BEARING OF NORTH 30°02’35” EAST AND A CHORD DISTANCE OF
43 300.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID RIGHT OF WAY
44 A CHORD BEARING OF NORTH 32°49’25” EAST AND A CHORD DISTANCE OF 332.80 FEET;
45 THENCE ALONG SAID RIGHT-OF-WAY RUN NORTH 34°14’35” EAST; THENCE RUN SOUTH
46 57°01’11” EAST 189.84 FEET, MORE OR LESS, TO THE WATERS OF LAKE PEARL, THENCE
47 SOUTHERLY ALONG AND WITH SAID WATERS OF LAKE PEARL TO A POINT THAT IS SOUTH
48 59°57’25” EAST OF THE POINT OF BEGINNING; THENCE RUN NORTH 59°57’25” WEST TO THE
49 POINT OF BEGINNING.
50
51

52 **Alternate Key # 3911076**

53

54 **Section 2: Zoning Classification.**

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

57

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

61

62 **Section 4: Severability.**

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

66

67 **Section 5: Effective Date.**

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

70

71

72 **PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County,
73 Florida, this _____ day of _____, 2020.

74

75

76

77 _____
Eric Olson, Mayor
78 City of Umatilla, Florida

79

80

81 ATTEST:

Approved as to Form:

82

83

84

85 _____
Karen H. Howard, MMC
86 City Clerk

Kevin Stone
City Attorney

87

88

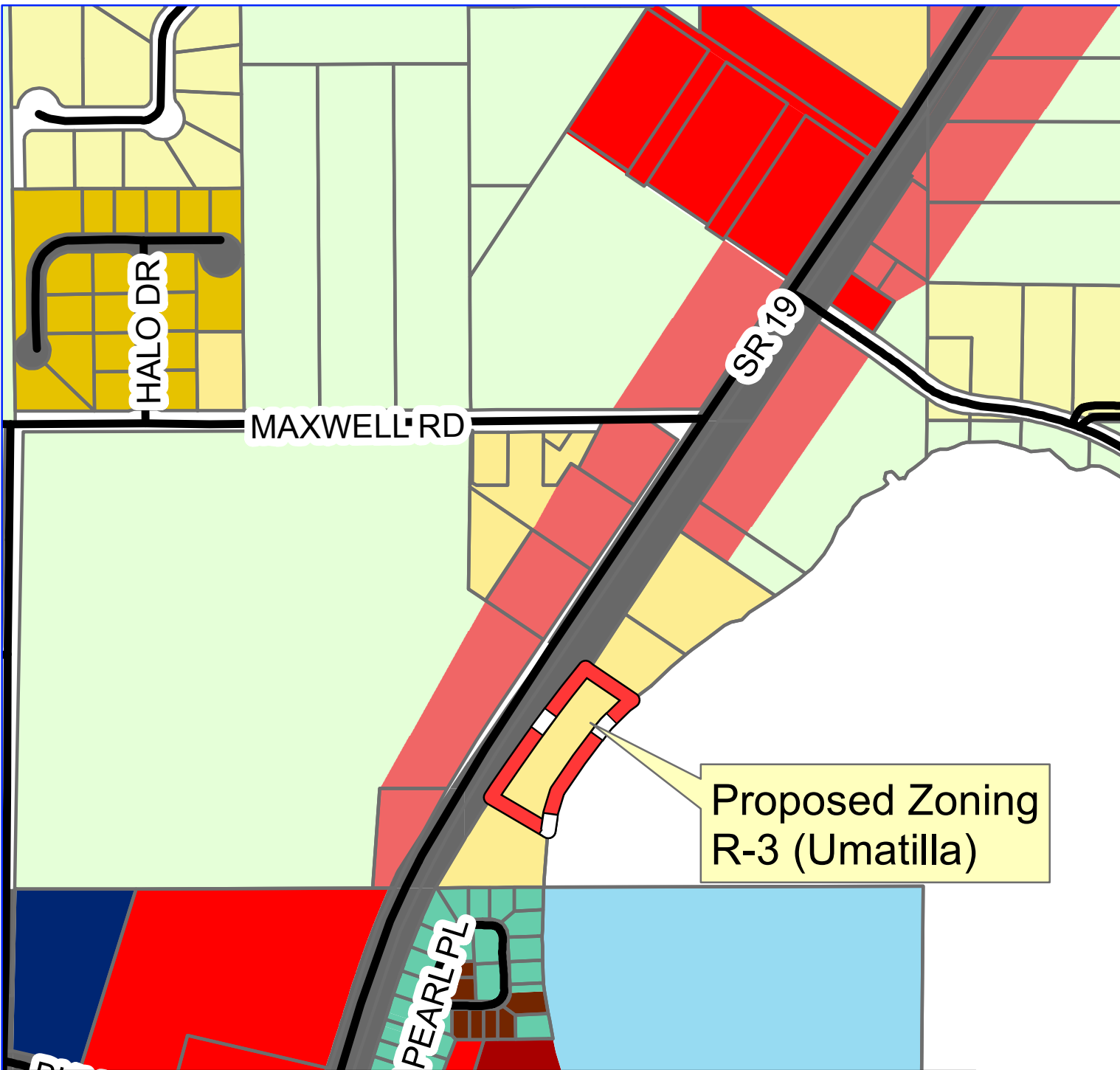
89

90

Passed First Reading _____
Passed Second Reading _____
(SEAL)

91

92



Legend

— LC Streets

Subject Property

LC Parcels

Lake County Zoning

"A" Agriculture District

"R-2" Estate Residential

"R-3" Medium Residential District

"C-2" Community Commercial District

Umatilla Zoning

AR-1 -- Agriculture Residential

R-3 -- Low Density Residential

R-5 -- Single Family Medium Density Residential

MF-8 -- Multi-Family Medium Density Residential

MF-12 -- Multi-Family High Density Residential

UR-5 -- Urban Residential District

MHRP-8 -- Mobile Home Rental Park

MHS-8 -- Manufactured Home Subdivision

PUD -- Planned Unit Development

RP -- Residential Professional

AZ -- Airport Zoning

PFD -- Public Facilities District

C-1 -- Neighborhood Commercial

C-2 -- General Commercial & Warehouse

TC-12 -- Tourist Commercial

LM -- Light Manufacturing

R/W -- Right of Way

LAKE -- Lake

Proposed Zoning
R-3 (Umatilla)



1 inch = 400 feet

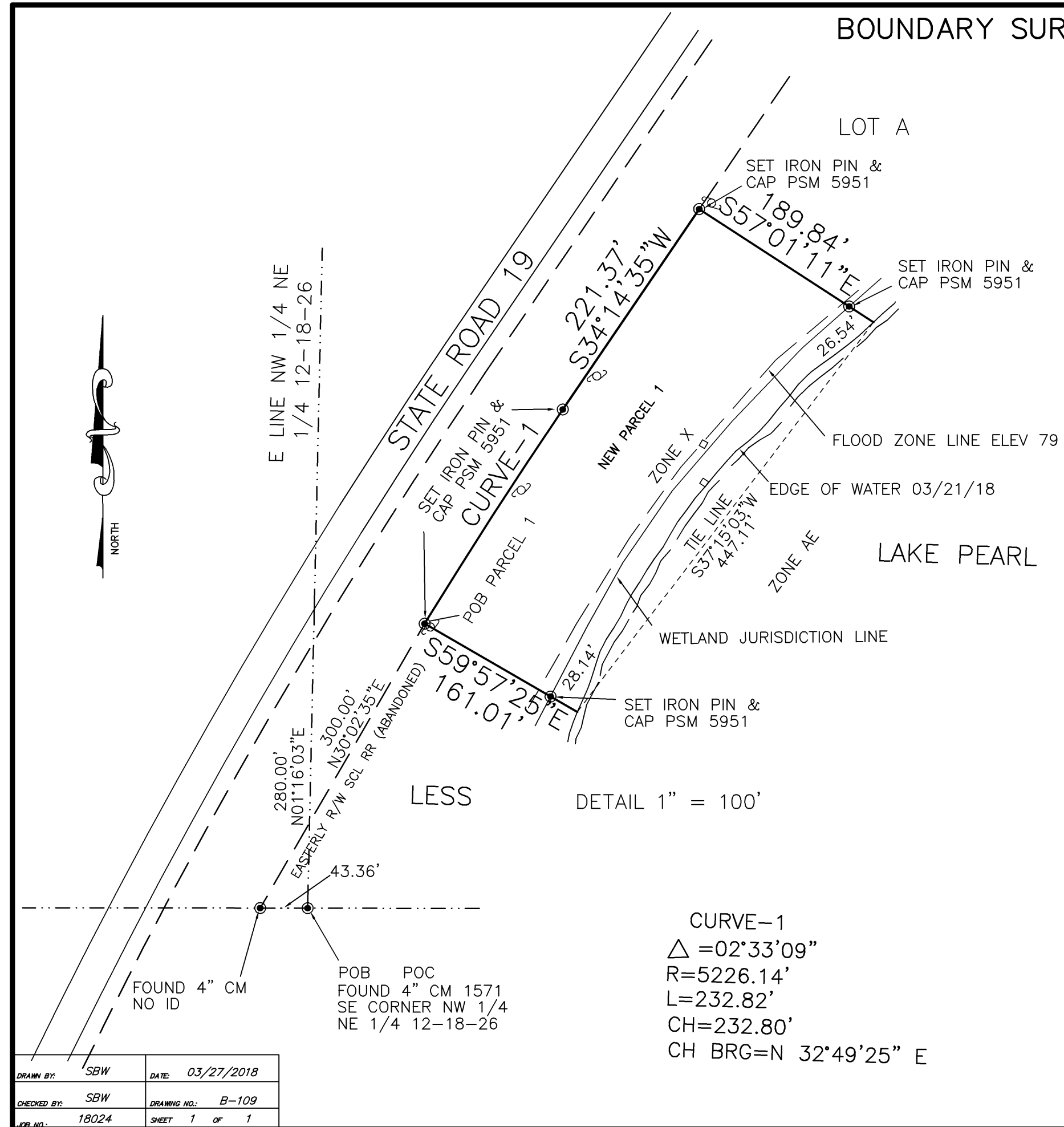
**City of Umatilla
C&C Realty Investment**

Lake County, Florida
Proposed Zoning Map

Project No.: 399-20-03
File Name: Prop Zoning.mxd
Project Name: C&C Realty Invest
Project Manager: Sherie L
Creation Date: August 6, 2020
Created By: J.Meier



BOUNDARY SURVEY



DESCRIPTION: NEW PARCEL 1

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. AND RUN NORTH 89°55'24" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, 43.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY A CHORD BEARING OF NORTH 30°02'35" EAST AND A CHORD DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID RIGHT-OF-WAY A CHORD BEARING OF NORTH 32°49'25" EAST AND A CHORD DISTANCE OF 232.80 FEET; THENCE ALONG SAID RIGHT OF WAY RUN NORTH 34°14'35" EAST 221.37 FEET; THENCE RUN SOUTH 57°01'11" EAST 189.84 FEET, MORE OR LESS, TO THE WATERS OF LAKE PEARL; THENCE SOUTHERLY ALONG AND WITH SAID WATERS OF LAKE PEARL TO A POINT THAT IS SOUTH 59°57'25" EAST OF THE POINT OF BEGINNING; THENCE RUN NORTH 59°57'25" WEST TO THE POINT OF BEGINNING.

DESCRIPTION: NEW PARCEL 2

THE NORTHWEST QUARTER (NW 1/4) OF NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST. ALSO ALL OF THAT PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OUTSIDE OF GLENDALE PLAT AND THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OUTSIDE OF GLENDALE PLAT OF GORDY'S ADDITION TO GLENDALE OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST. LESS AND EXCEPT BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST RUN NORTH ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) 280 FEET, THENCE RUN WEST PARALLEL WITH THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) 240 FEET, THENCE RUN SOUTHWESTERLY TO A POINT ON THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) THAT IS 260 FEET WEST OF THE POINT OF BEGINNING, THENCE RUN EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) 260 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT
 BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 NORTHEAST 1/4 AND RUN NORTH 89°55'24" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, 43.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY A CHORD BEARING OF NORTH 30°02'35" EAST AND A CHORD DISTANCE OF 300.0 FEET, THENCE SOUTH 59°57'25" EAST 200 FEET, MORE OR LESS, TO THE WATERS OF LAKE PEARL; THENCE SOUTHERLY ALONG AND WITH SAID WATERS OF LAKE PEARL TO THE SOUTH LINE OF NORTHEAST 1/4 OF THE NORTHEAST 1/4, THENCE NORTH 89°55'24" WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.
 LESS: THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 25 EAST, LYING SOUTH OF THE ABANDONED RIGHT-OF-WAY OF THE S.C.L. RAILROAD.

LESS:
 COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. AND RUN NORTH 89°55'24" WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, 43.25 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE ABANDONED S.C.L. RAILROAD RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY A CHORD BEARING OF NORTH 30°02'35" EAST AND A CHORD DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE ALONG SAID RIGHT-OF-WAY A CHORD BEARING OF NORTH 32°49'25" EAST AND A CHORD DISTANCE OF 232.80 FEET; THENCE ALONG SAID RIGHT OF WAY RUN NORTH 34°14'35" EAST 221.37 FEET; THENCE RUN SOUTH 57°01'11" EAST 189.84 FEET, MORE OR LESS, TO THE WATERS OF LAKE PEARL; THENCE SOUTHERLY ALONG AND WITH SAID WATERS OF LAKE PEARL TO A POINT THAT IS SOUTH 59°57'25" EAST OF THE POINT OF BEGINNING; THENCE RUN NORTH 59°57'25" WEST TO THE POINT OF BEGINNING.

SURVEYORS CERTIFICATION: I HEREBY CERTIFY TO :

DALTON YANCY

THAT THE BOUNDARY SURVEY, AS REFLECTED HEREON, WAS PERFORMED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, AND MEETS THE MINIMUM TECHNICAL STANDARDS RULE 5J-17.052.

STEVEN B. WILEY DATE
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER
 CERTIFICATE NUMBER 5951

WILEY SURVEYING AND MAPPING INC.

11929 GARRISON LANE
 UMATILLA, FLORIDA 32784
 PHONE: (352) 669-6046 PROFESSIONAL SURVEYORS AND MAPPERS
 (352) 267-2364
 WILEYSURVEYING@GMAIL.COM

LESS
 DETAIL 1" = 100'

CURVE-1
 $\Delta = 02^{\circ}33'09''$
 $R = 5226.14'$
 $L = 232.82'$
 $CH = 232.80'$
 $CH BRG = N 32^{\circ}49'25'' E$

DRAWN BY: SBW	DATE: 03/27/2018
CHECKED BY: SBW	DRAWING NO.: B-109
OR NO.: 18024	SHEET 1 OF 1

**CITY OF UMATILLA
AGENDA COVER SHEET**

DATE: October 1, 2020

MEETING DATE: October 6, 2020

**SUBJECT: Ordinance 2020 – J, second reading
Resolution 2020-13**

**ISSUE: Cemetery - Ordinance revision and adoption of Rules, Regulations, and Restrictions
by Resolution**

BACKGROUND SUMMARY: Council approved first reading of Ordinance 2020-J at the September 15th meeting. The ordinance rescinds Code of Ordinance Chapter 14 Cemeteries. Attachment “A” presents the streamlined chapter that allows for the adoption of Rules and Regulations by resolution.

Upon the second reading and adoption of the ordinance, Council will be asked to adopt Resolution 2020-13 outlining Rules, Regulations and Restrictions for the city cemeteries.

STAFF RECOMMENDATIONS: Two motions:

- 1) Approval of Ordinance 2020-J, Cemetery, second reading.**
- 2) Approval of Resolution 2020-13, adoption of Cemetery Rules, Regulations, and Restrictions**

FISCAL IMPACTS: N/A

COUNCIL ACTION:

Reviewed by City Attorney Yes No vN/A

Reviewed by City Engineer Yes No vN/A

1
2
3 **ORDINANCE 2020 -J**

4 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA**
5 **AMENDING THE CODE OF ORDINANCE BY RESCINDING CHAPTER 14 CEMETERIES IN ITS**
6 **ENTIRETY AND ADOPTING A NEW CHAPTER 14 CEMETERIES IN THE MANNER AND FORM**
7 **ATTACHED HERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE;**
8 **PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION;**
9 **PROVIDING FOR AN EFFECTIVE DATE.**

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

11
12 **SECTION 1.** The Code of Ordinance of the City of Umatilla is hereby amended by rescinding
13 Chapter 14 Cemeteries, in its entirety and by adopting a new Chapter 14 Cemeteries, attached
14 hereto as Exhibit A.

15
16 **SECTION 2.** Severability.

17 The provisions of this Ordinance are declared to be separable and if any section, sentence, clause
18 or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such
19 decisions shall not affect the validity of the remaining sections, sentences, clauses or phrases of
20 this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance
21 shall stand notwithstanding the invalidity of any part.

22
23 **SECTION 3.** Repeal of Ordinance in Conflict

24 All other Ordinance of the City of Umatilla, Florida, or pasts thereof which conflict with this or
25 any part of this Ordinance are hereby repealed.

26
27 **SECTION 4.** Codification

28 This ordinance shall be codified and made a part of the official Code of Ordinance of the City of
29 Umatilla.

30
31 **SECTION 5.** Effective Date.

32 This Ordinance shall take effect immediately upon its passage.

33
34 **PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County,
35 Florida, this ____ day of _____, 2020.

36
37 _____
38 Eric Olson
39 Mayor

40
41 ATTEST:

Approved as to form:

42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68

Karen H. Howard, MMC
City Clerk

Kevin Stone
City Attorney

Passed First Reading: _____
Passed Second Reading : _____
[Seal]

69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109

Ordinance 2020-J Attachment A

CHAPTER 14

CEMETERIES

ARTICLE 1. – IN GENERAL

Section 14-1 – Definitions. For the purpose of this Chapter, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural number. The word “shall” is always mandatory and not merely directory.

“Burial space” – a parcel of property, located within a cemetery, in which or upon which one remain, one remain and one cremain, or two cremains are, or are to be, buried or disposed. The term burial space shall be limited to the parcel of property set aside for the interment in the ground of human remains or cremains.

“Burial Vault” – a prefabricated concrete inner lined secure sealed container, which does not allow contaminants to travel in or out and is designed to receive a casket at burial.

“Cemetery”/“Cemeteries” – a parcel or parcels of property owned by the City or approved by the State of Florida pursuant to Chapter 497, Florida Statutes, which is used or intended to be used for the burial or disposal of human remains or cremains.

“City” means the City of Umatilla and/or City Council

“Coping” – the covering course of a wall usually with a sloping top.

“Cremains” – cremations remains of a dead human body.

“Cribs” – to line or support with a framework of timber.

“Crypt” – interment space in pre-placed chambers located within a mausoleum.

“Gravesite” – a place of burial; the site of a grave or graves

“Headstone Saddle” – a metal frame that sits on top of an upright headstone holding a floral arrangement.

“Immediate family and their heirs” – a living person who is next in line or relation. For the purpose of this chapter, a grandfather, grandmother, father, mother, spouse, child, grandchild, brother, sister, half-brother, half-sister and in-laws.

110 "Interment" – the process of depositing a deceased human body in the earth.
111
112 "Interment right" – the right granted by a land owner to another person which allows the
113 other person the interment of human remains or cremains in a specified burial space.
114
115 "Mausoleum" – a substantially exposed aboveground structure which is used or intended to
116 be used for the interment of human remains or cremains.
117
118 "Memorial" or "Monument" – any marker or structure upon or in any lot or niche, placed
119 thereupon for the purpose of identification or in memory of the interred.
120
121 "Niches" – interment space located within a mausoleum.
122
123 "Non-Resident" - a person residing outside the corporate city limits at the time of death or
124 purchase of the Right of Interment.
125
126 "Owner" – the owner of the Right of Interment.
127
128 "Plot" – a small area of land within a cemetery for the interment of human remains or
129 cremains
130
131 "Remains" – a deceased human body.
132
133 "Resident" – an individual whose primary residence, at the time of purchase or death, was
134 within the municipal boundaries of the City of Umatilla.
135
136 "Veteran" – a person who honorably served in United States military service.
137

138 **Section 14-2. Prohibition of Burial**

- 139
140 (a) It shall be unlawful and punishable as set forth in section 14-7 for any person to bury or
141 dispose of human remains within the City of Umatilla, except as provided in this chapter.
142
143 (b) Human remains and cremains may be buried or disposed in accordance with this chapter in
144 a cemetery owned by the city or in a cemetery duly licensed pursuant to Chapter 497,
145 Florida Statutes. The Council expressly authorizes and directs the City Manager to
146 promulgate, from time to time such administrative procedure as may be necessary for the
147 proper disposal and/or retention of cremains, together with such other administrative
148 orders as may be necessary for the proper administration of this ordinance.
149

150 **Section 14-3 Rules, Regulations, Restrictions**

151 The Council shall, by Resolution, establish rules, regulations and restrictions for the use of the cemetery
152 relating to:

- 153 (a) Surveying and subdividing the cemetery into lots, blocks, drives, walkways;
154 (b) Capacity of each lot;

- 155 (c) Location of burial spaces;
- 156 (d) Types, sizes, and materials in monuments and markers that will be permitted for the proper
- 157 and most attractive development of the cemetery;
- 158 (e) Allowing of variance approval by the City Manager for development of gravesites to be
- 159 maintained by families;
- 160 (f) All other matters for the orderly use and development of city cemeteries.

161

162 **Section 14-4 Rules for Interment and Grave Opening**

163 No deceased person or the cremated remains of any deceased person shall be interred until:

- 164 (a) The Right of Interment has been fully paid for the plot in which the remains are to be
- 165 interred;
- 166 (b) Verification of Right of Interment by City Manager or Designee;
- 167 (c) The person arranging the interment has the right to use the plot;
- 168 (d) The plot is not used beyond its capacity;
- 169 (e) Proper record is made of the name of the deceased person and of the exact location of the
- 170 gravesite;
- 171 (f) The City shall not be responsible for, or shall it perform, any grave opening or closing. All
- 172 grave openings and closing within the city shall be performed under the supervision of a
- 173 licensed funeral director. All remains shall be interred in a sealed vault which shall be
- 174 installed at the time of the grave opening. Cremains shall be installed utilizing a cremain
- 175 vault.
- 176 (g) A burial plot in which human remains or cremains have been interred may be partially
- 177 opened to allow interment of cremains if additional cremain interment rights have been
- 178 sold in the burial space. In the event of a partial opening markings for that portion of the
- 179 burial space shall be for the portion of the burial space to be partially opened. In no other
- 180 instance shall a city owned burial space in which remains or cremains have been interred be
- 181 opened.
- 182 (h) A court of competent jurisdiction may order the opening of a burial space in which remains
- 183 or cremains have been interred.

184

185 **Section 14-5 Lot valuations**

186 The Council shall, by resolution, place a value upon all unsold plots in the cemetery. The Council may

187 withhold from sale any area in order to promote the orderly use and development of the area.

188

189 **Section 14-6 Restrictions on transfer and conveyance; records of ownership**

- 190 (a) No owner of Right of Interment in the cemetery shall sell or convey same to any other
- 191 person. The Right of Interment shall be resold to the city who will pay no more than the
- 192 original purchase price.
- 193 (b) The City shall keep full and complete records of ownership of the Right of Interment for all
- 194 plots in city cemeteries; of the location of each gravesite; of the names of persons interred.

195

196 **Section 14-7 Penalties**

197 In addition to any state or county penalty for a violation of any statute or ordinance related to the subject

198 matters addressed in this chapter, a violator shall be liable for a civil penalty not to exceed five hundred

199 dollars (\$500.00) for each violation of this chapter or of the Rules and Regulations adopted by Council

200 Resolution, plus costs of enforcement required to insure compliance, including a reasonable attorney's
201 fee.
202
203

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

RESOLUTION 2020 - 13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, RELATED TO UMATILLA MUNICIPAL CEMETERIES; ESTABLISHING RULES, REGULATIONS, AND RESTRICTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Umatilla Code of Ordinance Chapter 14 Cemeteries, Section 14-3 Rules, Regulations, Restrictions, provides that the City Council shall by resolution adopt rules, regulations, and restrictions for the use of Umatilla Municipal Cemeteries; and

WHEREAS, it has been determined by the City Council that the adoption of amended rules, regulations, and restrictions is in the best interest of all users of Umatilla Municipal Cemeteries and the citizens of Umatilla;

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

1. The Umatilla City Council does hereby adopt amended rules, regulations, and restrictions for use of the following Municipal Cemeteries: Glendale, Glendale II, Umatilla Cemetery, Umatilla Cemetery Annex I, Umatilla Cemetery Annex II as specifically set forth in Exhibit A.
2. All resolutions, rules, regulations, or policies of the City of Umatilla in conflict herewith are hereby repealed to the extent of the conflict.
3. **SAVINGS CLAUSE:** If any section, sentence, clause, phrase, or word of this Resolution is for any reason held, or declared to be, unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this Resolution without such unconstitutional, invalid, or inoperative part therein; and the remainder of this Resolution, after the exclusion of such part or parts shall be deemed and held to be valid as if such parts had not been included herein; or if this Resolution or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.
4. This Resolution shall take effect immediately upon adoption by the City Council.

PASSED AND RESOLVED this _____ day of _____, 2020.

Eric Olson
Mayor, City of Umatilla

46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90

Attest:

Karen H. Howard, MMC
City Clerk

Approved as to form:
STONE & GERKEN, PA

Kevin Stone
Attorney, City of Umatilla

Passed First Reading: _____
[Seal]

91 **Exhibit A – Resolution 2020-13**

92 **RULES AND REGULATIONS OF UMATILLA MUNICIPAL CEMETERIES**

93
94
95 **PURPOSE**

96
97 These rules and regulation are designed for the protection of owners and interment rights
98 as a group. The enforcement is intended to protect the Cemeteries and create and
99 preserve their beauty. These rules and regulations are hereby adopted by the City Council
100 as rules and regulations of the Umatilla Municipal Cemeteries, and all owners of
101 interment rights, visitors and contractors performing work within the Cemeteries shall be
102 subject to said rules and regulations, amendments, or alterations as shall be adopted by
103 the City of Umatilla from time to time.

104
105 **DEFINITIONS**

106
107 *Burial space or plot* means a parcel of property located within a cemetery in which or
108 upon which one (1) human remain; one (1) human remain and one (1) human cremain;
109 or two (2) human cremains are to be interred in the ground or above ground in a
110 cremation monument or burial crypt.

111
112 *Burial vault* means a prefabricated concrete inner lined secure sealed container which
113 does not allow contaminants to travel in or out and is designed to receive a casket at
114 burial.

115
116 *Cemetery/Cemeteries* means a parcel or parcels of property owned by the City or
117 approved by the State of Florida pursuant to Chapter 497, Florida Statutes, which is used
118 or intended to be used for the burial or disposal of human remains or cremains.

119
120 *City* means the City of Umatilla and/or City Council

121
122 *Coping* means the covering course of a wall usually with a sloping top.

123
124 *Cribs* means to line or support with a framework of timber.

125
126 *Crypt* means interment space in pre-placed chambers located within a mausoleum.

127
128 *Gravesite* means a place of burial; the site of a grave or graves.

129
130 *Headstone saddle* means a metal frame that sits on top of an upright headstone holding
131 a floral arrangement.

132
133 *Immediate family and their heirs* means a person who is next in line or relation. For
134 purposes of these rules it means grandfather, grandmother, father, mother, spouse, child,
135 grandchild, brother, sister, half-brother, half-sister, and in-laws.

136 *Interment* means cremation and interment; entombment or burial of the remains of a
137 deceased person.

138
139 *Interment Right* means the right granted by a land owner to another person which allows
140 the other person the interment of human remains or cremains in a specified burial space.

141
142 *Mausoleum* means a substantially exposed aboveground structure which is used or
143 intended to be used for the interment of human remains or cremains.

144
145 *Memorial or Monument* means any marker or structure upon or in any lot or niche, placed
146 thereupon for the purpose of identification or in memory of the interred.

147
148 *Niches* means interment space located within a mausoleum.

149
150 *Non-Resident* means a person residing outside the corporate city limits at the time of
151 death or purchase of the right of interment.

152
153 *Owner* means the owner of the right of interment.

154
155 *Plot* means a small area of land within a cemetery for the interment of human remains or
156 cremains.

157
158 *Remains* means a deceased human body.

159
160 *Resident* means an individual whose primary residence, at the time of purchase or death,
161 was within the municipal boundaries of the City of Umatilla.

162
163 *Veteran means* a person who honorably served in United States military service

164
165 **SUPERVISION OF MUNICIPAL CEMETERIES**

166
167 1 Hours of the Municipal Cemeteries are sunrise to sunset.

168
169 2 Persons seeking to perform paranormal activities in the Municipal Cemeteries are
170 prohibited.

171
172 3 The City reserves the right to compel all persons entering Municipal Cemeteries
173 to obey all Rules and Regulations adopted by the City. The Rules and Regulations
174 may be changed without notice to any owner of a Right of Interment by the City
175 Council through adoption of Resolution.

176
177 4 The City shall take reasonable precaution to protect Municipal Cemeteries from
178 loss or damage from causes beyond reasonable control and especially from
179 damages caused by the elements as an act of God, common enemy, thieves,

180 vandals, strikers, invasion, insurrections, riots, or order of any military or civil
181 authority, whether the damage be direct or collateral.

182
183 4 The City reserves the right to correct any errors that may be made in marking
184 gravesites for interment by or through the transfer, conveyance and substitution
185 of interment through rights of equal value and similar location, as far as possible.

186
187 5 Motor vehicles shall be driven only on the designated driving lanes.

188

189 **SALE OF RIGHT OF INTERMENT**

190

191 1 No human remains or cremains shall be interred in any cemetery owned by the City
192 except upon the purchase of a right of interment from the City or gifting of a lot to
193 an individual. The right of interment shall entitle the purchaser to bury or dispose
194 of the purchaser's remains or cremains, or the remains or cremains of any natural
195 person within the purchaser's immediate family, in a cemetery owned by the City.
196 The right of interment shall be limited to the particular burial space set forth in
197 the document conferring the right. The right of interment shall not be construed
198 as conveying any interest in the real property upon which or in which remains or
199 cremains may be buried or disposed, nor shall it be construed as granting the
200 owner any rights other than those specifically granted by the City. In order to be
201 valid, the right of interment issued hereunder must be recorded in the office of the
202 City Manager.

203

204 2 Sales are limited to individuals only, not to exceed eight (8) burial spaces to any
205 single individual unless approved by the City Manager.

206

207 3 The City Manager, City Clerk, or designee shall issue the right of interment to either
208 residents or nonresidents. The City Council may set a schedule of fees by resolution
209 that is deferential to residents over non-residents of the City.

210

211 4 Sales of burial spaces in Glendale II will be based on the phasing plan and limited
212 to the areas that have been surveyed. Burial spaces in Umatilla Cemetery Annex II
213 are sold on a first come, first served basis.

214

215 5 The Right of Interment for a single burial space can accommodate:

- 216 (a) A full body interment
- 217 (b) A full body and cremain interment
- 218 (c) Two cremains
- 219 (d) A parent and an infant
- 220 (e) Two children with caskets placed end to end

221

222

223

224

225 **TRANSFERABILITY**

226

227 1 Rights of Interment issued hereunder are only transferable in the form of a gift or
228 by bequest or court ordered inheritance or other legal proceedings.

229

230 2 Any person owning a Right of Interment may return the Right of Interment for an
231 unused and unmarked cemetery space to the City whereupon the Right of
232 Interment will be extinguished and the City will refund the original purchase price
233 of the interment less administrative costs.

234

235 **GRAVE OPENINGS AND BURIALS OF REMAINS AND CREMAINS**

236

237 1 It shall be unlawful for any person to bury or dispose of human remains within the
238 City of Umatilla except as provided for in the Rules and Regulations.

239

240 2 All grave opening and closings within Municipal Cemeteries shall be performed by
241 and under the supervision of a licensed funeral director.

242

243 3 All remains and cremains shall be interred in a sealed vault which shall be installed
244 at the time of grave opening.

245

246 4 A burial space in which human remains or cremains have been interred may be
247 partially opened to allow the interment of an additional cremain if cremain
248 interment rights have been sold in the burial space. In no other instance shall a city
249 owned burial space in which remains or cremains have been interred be opened.

250

251 5 Notwithstanding any other provision of these rules, a court of competent
252 jurisdiction may order the opening of a city owned burial space in which remains
253 or cremains have been interred.

254

255 6 Final disposition of human remains and cremains in Umatilla Municipal Cemeteries
256 must be may be accomplished in the following ways:

257

258 (a) Ground burial

259 (b) Above ground burial by entombment in a mausoleum

260 (c) Cremation with ground burial in a cremains vault

261 (d) Cremation with above ground burial by inurnment in a cremation monument

262

263 7 Cremains or ashes are prohibited from being spread within a Umatilla Municipal
264 Cemetery.

265

266 **MONUMENTS**

267

268 1 Mausoleums may be installed or constructed within any cemetery owned by the
269 City.

- 270 (a) A monument may be installed upon a burial space located within a
271 cemetery owned by the City subject to the following restrictions:
- 272 (1) No copings, cribs may be installed or constructed, no gravels, no
273 fences, no improvements of any kind other than the approved
274 monuments outlined in the Rules are permitted.
- 275
- 276 (2) Cornerstones may be installed, but they must be set flush with the
277 ground;
- 278
- 279 (3) Monuments identifying the individual burial spaces may be
280 headstones or slabs (see exhibit "A"), or a combination thereof;
281 however, no slab may exceed six inches (6") in height, and no
282 headstone may exceed forty-eight inches (48") in height;
- 283
- 284 (4) All headstones shall be attached to a below-ground foundation
285 consisting of a slab and subterranean pilings which shall be
286 constructed to prevent the sinking or tipping of the headstone; and,
- 287
- 288 (5) Monuments shall be constructed of either granite, marble or
289 bronze.
- 290
- 291 (6) Monuments shall be located on the west side of the gravesite only.
- 292
- 293 a. No person shall install a monument within any Municipal
294 Cemetery without first receiving permission from the City to do
295 so. The City Manager or designee shall verify valid Right of
296 Interment is on file with the city.
- 297
- 298 b. The City Manager or designee shall initiate the marking of the
299 burial space for the monument installation. The burial space shall
300 be marked with flags indicating the name of the remains interred.
- 301
- 302 c. The City shall not be responsible for, nor shall it perform, any
303 monument installation or repair. All monument installation and
304 repair within the city shall be performed by and under the
305 supervisor of a licensed monument installer. The City shall be
306 notified prior to installation.
- 307
- 308 (7) No burial space may be mounded.
- 309
- 310 (8) No trees or shrubbery of any nature shall be planted on individual
311 lots.
- 312
- 313 (9) If any tree or shrub presently situated in any lot shall by means of its
314 roots, branches or otherwise become detrimental in any way to the

315
316
317
318
319
320
321
322
323
324
325
326

adjoining lot, avenue, or walk, the City hereby reserves the right to enter upon said lot and remove the said tree or shrub or such parts thereof as may be considered detrimental, dangerous, or inconvenient. No tree growing in any lot or border shall be injured or removed without the consent of the City.

Floral designs are permitted in vases attached or part of an existing marker or monument. Monuments without attached vases are permitted to place a florist saddle to display floral arrangements.

a. Permitted receptacles for flowers



327
328
329
330
331
332
333
334
335
336
337

b. It shall be the duty of individual lot owners to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the cemetery as soon as they become faded, unsightly, dangerous, detrimental, diseased, or when they do not conform to the standards maintained. Should the above duties not be assumed by individual lot owners, the City reserves the right to carry out same and shall not be liable for flowers, trees, shrubs, plants, herbage of any kind, floral pieces, baskets, or frames in which or to which such floral pieces are attached.

338
339
340
341
342
343
344

- (10) If any memorial, or structure whatsoever, or any inscription to be placed on some shall be determined by the City to be offensive, they shall have the right, and it shall be its duty to enter upon such lot and remove, change, or correct the offensive or improper object or objects.

345 **GRAVESITES**

346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372

- 1 No person shall plant any flower or shrub on any gravesite, pluck or remove any plant or flower, either wild or cultivated, from any part of the cemeteries.
- 2 No boxes, shells, toys, discarded items, sprinkling cans, receptacles, trinkets, solar lights, beverage cans or bottles, or similar articles will be permitted on any grave, lot, or tree.
- 3 Flags or other city approved decoration that become tattered, discolored or unsightly shall be removed.
- 4 No person shall pluck or remove any plant, flower, or item from any gravesite.
- 5 The city is not responsible for theft or damage to anything placed on graves or lots.
- 6 No "For Sale" signs will be allowed on plots. No advertisements in any form will be allowed on any lots in the Cemetery, and the City reserves the right to remove any such signs or advertisements.
- 7 The City and its agents have authority to enter upon any lot and to remove any objectionable thing or any item that may have been placed there contrary to the regulations of said City and they may remove any dead or damaged tree, shrub, or vine.
- 8 The City may remove any tree or shrub that encroaches on another gravesite.

373 **CEMETERY ETIQUETTE**

374
375
376
377
378
379
380
381
382

- 1 All persons are reminded that the Cemetery grounds are sacredly devoted to the burial of the dead and that the provisions and penalties of the law as provided by statute will be strictly enforced in all cases of wanton injury, disturbance, and disregard of the rules.
- 2 Be respectful by keeping the volume of voices down. Refrain from using offensive language. Do not play excessively loud music. Keep a respectful distance from burial services or other mourners.

383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427

VARIANCE TO RULES AND REGULATIONS

The City recognizes the emotional ties families have with their loved ones. Families are required to meet the Rules and Regulations listed in this document but may submit a request for Variance to be approved by the City Manager.

MAINTENANCE

- 1 The City shall maintain the cemetery grounds.
- 2 Upon the use of a right of interment, the owner of the Right of Interment shall become and remain responsible for the maintenance of any monument installed upon the burial space referenced in the Right of Interment. This maintenance responsibility shall continue in perpetuity, and shall be the responsibility of the owner’s heirs and assigns.
- 3 In the event the burial space is not maintained, the City reserves the right to bring the burial space into compliance with the current rules.

PENALTIES

A violator of these Rules shall be liable for a civil penalty not to exceed \$500 for each violation plus costs of enforcement required to insure compliance, including a reasonable attorney’s fee.

PREEXISTING NONCONFORMING CONDITIONS

All existing nonconforming conditions of these Rules shall be removed by the City.

SCHEDULE OF FEES

- 1 The City Council by resolution shall establish fees from time to time as deemed necessary by administrators of these Rules.
- 2 There is hereby created an accounting system for the deposit of all monies, including donations, received for the operation of the Municipal Cemeteries.
- 3 All funds shall be recorded in the accounting system of the City of Umatilla. A separate ledger shall be kept showing deposits and withdrawals from the fund for Cemetery purposes. Money which is earmarked for the Cemetery shall not be expended for any purpose other than the administration, operation, and maintenance of Municipal Cemeteries.

428
429
430

Cemetery Fee Schedule
Fee Schedule and Maintenance; Administrative Costs

Umatilla	Plot Fee	Management Fee	Total
Residential Burial Space- Non-lake Front	\$350	\$125	\$475
Residential Burial Space – Lake Front	\$450	\$125	\$575
Non-resident Burial Space	\$550	\$125	\$675
Non-resident Burial Space Lake Front	\$650	\$125	\$775
Veterans	\$0	\$125	\$125
Administrative Costs for Transfers or City Repurchase			\$25

431
432

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: October 2, 2020 **MEETING DATE:** October 6, 2020
SUBJECT: Resolution 2020 – 24
ISSUE: Interlocal Agreement with Lake County for Disbursement of CARES ACT Funding

BACKGROUND SUMMARY: The State of Florida was awarded funds under the Coronavirus Aid, Relief and Economic Security Act (CARES), determined the share to be disbursed to Lake County. Based on the County’s allocation, the cities were advised of the funding available to cover expenditures incurred during the COVID-19 crisis and to implement safety improvements.

The cities submitted a CARES ACT Spending Plan to the County, which was reviewed and subsequently sent to the State. The Interlocal Agreement will award a Subgrant to the City of \$401,967 in grant funds based on the Spending Plan.

This is a reimbursement grant. The City will have to expend the funds prior to December 1, 2020 in order to receive the corresponding reimbursement.

STAFF RECOMMENDATIONS: Approval of Resolution 2020 – 24, Interlocal Agreement for Disbursement of CARES ACT Funds.

FISCAL IMPACTS: Subgrant to city of \$401,967

COUNCIL ACTION:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

RESOLUTION 2020 – 24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH LAKE COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF UMATILLA AND LAKE COUNTY FOR THE DISTRIBUTION OF FUNDING TO BE PROVIDED THROUGH THE COUNTY ACCORDING TO THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT (CARES) AND TO AUTHORIZE THE CITY MANAGER TO BYPASS NORMAL PROCUREMENT PROCEDURES DUE TO THE LIMITS AMOUNT OF TIME ALLOWED; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has been awarded funds pursuant to the Coronavirus Aid, Relief and Economy Security Act (CARES); and

WHEREAS, the State has determined that Lake County’s share of the CARES Act funding is \$64,059,260; and

WHEREAS, Lake County and the State of Florida, Division of Emergency Management (“State DEM”), entered into a CARES Act Funding Agreement (the “Funding Agreement”) for the initial 25% of Lake County’s allocation to disburse funds to Lake County for: 1) necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019; 2) were not accounted for in the budget most recently approved by the entity; and 3) were incurred between March 2, 2020 through December 30, 2020; and

WHEREAS, after the initial allocation to Lake County has been expended, the County will be entitled to draw down the remaining balance in the amount of \$48,044,445, under the terms and conditions similar to those as set forth under the Funding Agreement; and

WHEREAS, the parties want to enter into this Interlocal agreement for the purposes of assisting the City with implementing certain safety improvements or to reimburse certain necessary expenditures incurred due to the public health emergency created by the novel coronavirus;

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

1. That the attached Interlocal Agreement relating to the disbursement of CARES Act funds is approved; and
2. That the City Council hereby authorizes the Mayor to execute the Interlocal Agreement; and

39 3. That the City Council hereby authorizes the City Manager to bypass the City's normal
40 procurement procedures due to the time constraints contained within the Funding
41 Agreement; and

42 4. That the City Council hereby approves the spending plan, attached hereto as Exhibit A.

43
44 City desires to enter into an Interlocal Agreement and agrees to comply with all
45 applicable provisions related within this Interlocal Agreement herewith attached as Exhibit A;
46

47 **PASSED AND RESOLVED** by the City Council of the City of Umatilla, this 6th of
48 October, 2020.

49
50 _____
51 Eric A. Olson
52 Mayor

53
54 ATTEST:

55
56 _____
57 Karen H Howard, MMC
58 City Clerk

Approved as to Form:

Kevin Stone
City Attorney

59
60 Passed First Reading: October 6, 2020
61 (SEAL)



September 18, 2020

Jeff Cole
Lake County Manager
315 W. Main Street
Tavares, FL 32778

Dear Mr. Cole

The attached City of Umatilla CARES Spending Plan encompasses both realized expenditures as well as required and necessary investments. All attached requests allow the city to meet the needs of our citizens not only for the current COVID-19 pandemic, but also to prepare for similar citywide emergencies.

The City of Umatilla is recognized as a State of Florida Rural Economic Disadvantage Initiative (REDI) community. REDI designated communities are economically disadvantaged with an employment base dominated by traditional agriculture or resource-based industries and often lack the resources necessary to meet emergency infrastructure requirements.

Our objective with the attached spending plan is to install the necessary infrastructure to provide community access, improve communication, and provide safety for employees and our citizens.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Scott Blankenship".

R. Scott Blankenship
City Manager
Umatilla, FL 32784

**CITY OF UMATILLA
CARES ACT SPENDING PLAN**

Description	Request	Justification
Upgrade WiFi Access Points in Council Chambers	4,500.00	Increased capabilities needed in order to live stream onsite Council meetings
Install WiFi at the Community Center	13,000.00	Offsite location to be setup as additional meeting space for City Council meetings in order to provide enough room for social distancing
Install WiFi at South Park	9,000.00	Provide a hotspot location on the south end of town for residents unable to get to Council meetings
Digital Signage (3 locations)	80,000.00	Additional and upgraded digital signage to enhance communications and emergency alerts for residents and visitors traveling in the City (includes new electrical service at 2 locations)
Computer system for Digital Signage	3,600.00	New computer system needed to control signage located at both ends of the City and at City Hall
Telephone System Upgrade and Switches	15,500.00	Upgrade phone system to allow residents to pay bills via Integrated Voice Response (IVR) system. Currently unable to make phone payments.
Payment Kiosks	45,000.00	Install one payment kiosk at City Hall and one at the Library to allow residents to pay bills 24/7 without human contact.
PayGo integration	25,000.00	Setup parameters necessary to allow residents the ability to pay bills via cash at various retail locations (Dollar General, 7-11, CVS, Speedway, Family Dollar, etc). Currently the only way to make cash payments is via City Hall.
Additional customer area and workstations across the hall from main lobby	48,500.00	The current layout of City Hall provides a minimal amount of space for customers and staff requiring us to limit customers to 2 at a time in the building. We are proposing to establish a second customer area in a minimally used meeting space so as to provide better distancing for customers and staff while conducting business at City Hall. We would need to set up 3 additional workstations/cubicles and a second customer area in order to allow enough room for staff to social distance and handle the customer flow keeping them at a safe distance.
Laptops and other computer hardware	8,500.00	Provide laptops, microphones and cameras for remote work and additional Zoom capabilities at desktop locations
Police Department Generator	75,000.00	To provide an additional 4,000 square feet of space that can be utilized in the event of an emergency allowing social distancing among staff and reducing the risk of disease transmission.
Replace AV Equipment in City Council Chambers	46,000.00	New audio visual equipment is needed in order to live stream City Council meetings and connect to the Community Center as the designated Chambers expansion area when additional space is needed for social distancing during meetings.
Reimbursement for COVID-19 expenditures to date	27,867.08	Various expenditures for sanitizing, disinfecting, remote working requirements, etc.
	401,467.08	

INTERLOCAL AGREEMENT FOR DISBURSEMENT OF CARES ACT FUNDS
(Municipal Funding)

THIS INTERLOCAL AGREEMENT is made and entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the “County,” and the City of Umatilla, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the “Municipality.”

WHEREAS, the State of Florida has been awarded funds pursuant to the Coronavirus Aid, Relief, and Economic Security Act (CARES), Public Law No. 116-136, div. A, Title V (March 27, 2020), known as the CARES Act; and

WHEREAS, the State has determined that the County’s share of the CARES Act funding is \$64,059,260; and

WHEREAS, the County and the State of Florida, Division of Emergency Management (“State DEM”), entered into a CARES Act Funding Agreement (the “Funding Agreement”) for the initial 25% of the County’s allocation to disburse funds to Lake County for: (i) necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019; (ii) were not accounted for in the budget most recently approved by the entity; and (iii) were incurred between March 2, 2020, through December 30, 2020; and

WHEREAS, after the initial allocation to the County has been expended, the County will be entitled to draw down the remaining balance in the amount of \$48,044,445 (“Grant Funds”), under what will most likely be similar terms and conditions as set forth under the Funding Agreement; and

WHEREAS, the parties want to enter this interlocal agreement for the purposes of assisting the Municipality with implementing certain safety improvements or to reimburse certain necessary expenditures incurred due to the public health emergency as identified herein.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. The above recitals are incorporated into this interlocal agreement.

ARTICLE I. SCOPE OF SERVICE AND USE OF FUNDS

2. **Scope.** The County will subgrant to the Municipality **\$401,967.00** in Grant Funds for the purposes shown in spend plan, more fully described below. The Grant Funds to be awarded to Municipality have been determined as follows:

• Base Award:	\$75,000.00
• Per Capita Award:	\$196,900.00
• <u>Additional Funds:</u>	<u>\$130,067.00</u>
Total:	\$401,967.00

The Municipality will comply with the requirements of the Funding Agreement attached hereto and incorporated herein as **Exhibit A**. The parties authorize their respective County/City Manager to execute an amendment when the County executes a revised document with the State DEM for the remaining CARES Act funding. No later than September 18, 2020, the Municipality will provide the County with a spend plan that that County will submit to the State DEM, and is required to be approved by the State DEM, for the purposes outlined herein, and those funds shall be spent not later than **December 1, 2020**. Once the Spend Plan is approved by the State DEM, the Spend Plan will become a material part of this interlocal agreement and will be incorporated herein by reference as **Exhibit B**. The Municipality will provide all documentation necessary for the County to fulfill the requirements for receipt of funds in accordance with the terms of the Funding Agreement. In the event the State DEM disallows the Project expenditures, the Municipality will be the entity responsible for providing additional documentation to the satisfaction of the State DEM, or for appealing the ruling, if necessary. In the event the Municipality is not successful and the State DEM disallows and/or requires the re-payment of all or some of the Grant Funds provided hereunder, the Municipality will be the entity responsible for re-paying such funds to the State DEM and/or reimbursing the County.

3. **Term**. This interlocal agreement shall be effective upon the date of the last party to sign and will remain in effect through March 31, 2021; provided, however, that the obligation to either provide sufficient documentation to justify the Project expenditures, or the repayment of any disallowed expenditures shall survive the termination. This interlocal agreement may be extended upon written mutual agreement of the parties.
4. **Payment**. The County will pay the Municipality the funds set forth in Section 1 above upon the (1) State DEM's approval of the spend plan, and (2) receipt of Grant Funds from the State DEM. If any portion of the Municipality's spend plan is rejected by the State DEM, the funds associated with that item will be withheld unless there is sufficient time in which to resubmit a revised spend plan and receive approval from the State DEM of the revision.

In the event the State DEM does not allow the County to draw down the remaining balance of its allocation and determines that the remaining balance can only be paid on a reimbursement basis, the Municipality may elect to expend its own funds up front and seek reimbursement through the process established by the State DEM. The County shall not provide any advanced funding under this interlocal agreement.

5. **Record Keeping**. The Municipality shall maintain such records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this interlocal agreement, including those required under the terms of the Funding Agreement, financial records, project administration records, records supporting exceptions to the conflict of interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this agreement. Records must be submitted to the County.

ARTICLE II. CANCELLATION, DEFAULT, AND TERMINATION

6. Except as otherwise provided herein, this interlocal agreement may be cancelled by either party if the other party fails to comply with the terms and conditions of this agreement and such failure has not been cured within the applicable cure periods. The terminating party will be required to provide thirty (30) days advance written notice to the other at the address specified herein.
7. A default shall consist of any use of Grant Funds for a purpose other than as authorized by this interlocal agreement, noncompliance with any provision herein, any material breach of the agreement, failure to comply with the audit requirements as provided herein, or failure to expend Grant Funds in a timely or proper manner.
8. Upon the occurrence of any such default the County shall serve due notice to the Municipality, at which time the Municipality shall have a reasonable opportunity to respond and cure. For purposes of this interlocal agreement, a reasonable opportunity to respond and cure any default shall be ten (10) days (in the case of monetary defaults) or thirty (30) days (in the case of non-monetary defaults) from the date the County delivers by personal service or mails written notice of such default to the Municipality, hereinafter referred to as the “Cure Period.” If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):
 - A. Upon a written request from Municipality setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or
 - B. Terminate this interlocal agreement by written notice thereof; or
 - C. Take such other action, including, but not limited to: temporarily withholding cash payments pending correction of the deficiency by the Municipality, disallow all or part of the cost of the activity or action not in compliance, wholly or partly suspend or terminate the current award for the Project, withhold further awards for the Project or take other remedies that may be legally available.
9. Costs resulting from obligations incurred by the Municipality during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other Municipality costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:
 - A. The costs result from obligations which were properly incurred by the Municipality before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and
 - B. The costs would be allowed if the award were not suspended or expired normally at the

end of the funding period in which the termination takes effect.

10. No delay or omission by County or state in exercising any right or remedy available to it under the interlocal agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any School Board default.
11. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE III. MISCELLANEOUS TERMS

12. **Fiscal Non-Funding Clause.** If this interlocal agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable as a result of federal or state action, the County shall notify the Municipality of such occurrence and the County may terminate this agreement without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Municipality.
13. **Assignment.** Municipality shall not assign this interlocal agreement or any part hereof without the prior written consent of the County.
14. **Compliance with Applicable Laws.** The Municipality certifies that it will comply with all applicable laws, orders, and codes of the state, local, and federal governments as they pertain to this interlocal agreement, including but not limited to Section 601(d) of the Social Security Act.
15. **Equal Opportunity Clause.** The Municipality agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances and Executive Orders prohibiting and relating to discrimination.
16. **Conflict of Interest.**
 - A. The Municipality guarantees that no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this interlocal agreement or to any benefit to arise from the same.
 - B. The Municipality agrees that no member of the governing body of the locality in which the Municipality is situated, no other public official of such locality or localities, and no person, unless expressly permitted by the State or by the County, who is an employee, agent, consultant, officer, or elected or appointed official of the Municipality, and who exercises or has exercised any functions or responsibilities with respect to the Project or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from Coronavirus Relief Funds, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

- C. The Municipality represents that it presently has no interest, and shall not acquire such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of scope of service required hereunder.
 - D. Without receiving prior written authorization by the County, the Municipality shall not (i) retain any individual or company with whom the Municipality or any individual member thereof has a financial or other conflict of interest; nor (ii) in fulfillment of this interlocal agreement, do business with a for-profit entity in which the Municipality or any individual member has a financial or other interest therein.
 - E. The Municipality warrants to the County that no gifts or gratuities have been or will be given to any County employee or agent, directly or indirectly, to obtain this interlocal agreement.
- 17. Project Publicity.** The Municipality shall recognize the Lake County Board of County Commissioners for its contribution in promotional material and at any events or workshops for which funds from this interlocal agreement are allocated. Any news release or other type of publicity pertaining to the scope of work performed pursuant to this interlocal agreement must recognize the County as a sponsor, funded by the State and by Lake County. In written materials, the reference of the Board of County Commissioners must appear in the same size letters and font type as the name of any other funding sources. The Municipality shall receive prior written approval from the Director of the Office of Communications to use the County's Logo or Seal. The Municipality shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Municipality, the Municipality's product(s) and service(s) unless authorized to do so, in writing, by the County Manager or his/her designee. In addition, the Municipality shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Municipality's performance, product(s) and service(s) in any document, article, publication or press release designed to market, promote or highlight the Municipality or the Municipality's product(s) and service(s). This does not prevent the Municipality from including the County on its client lists or listing or using the County as a reference.
- 18. Public Entity Crimes.** 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 Section 287.017, Florida Statutes, as amended, for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

19. Maintenance of Records.

- A. Municipality shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, construction reports, subcontracts, proof of required insurance, and any other records related to or resulting from the activities performed under this interlocal agreement to assure a proper accounting and monitoring of all under the terms of the Funding Agreement. In the event the County determines that such records are not being adequately maintained by Municipality, the County may cancel this interlocal agreement in accordance with the terms herein.
- B. With respect to all matters covered by this interlocal agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County, state, representatives of the Comptroller General of the United States or other federal agency may require. The Municipality will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this agreement. The County shall provide notice of its intent to inspect records to the Municipality at least three (3) business days in advance.
- C. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. Municipality shall retain all records and supporting documentation applicable to this interlocal agreement for five years after the period expires for inspection. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.
- D. This Section shall survive the expiration or earlier termination of this interlocal agreement.

20. Audit Requirements.

- A. Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Municipality shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than \$750,000 or more in federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.
- B. Audit Results. In the event the audit or the audited financial statements show that the funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this interlocal agreement, Municipality shall be held liable for reimbursement to the State DEM or the County of all funds not expended in accordance with the applicable regulations and agreement provisions within thirty (30) days after the County has notified

Municipality of such non-compliance. Said reimbursement shall not preclude the County from taking any other action as provided herein.

21. **Drug Free Workplace.** The Municipality shall assure the County that it will administer, in good faith, a policy designed to ensure that the Municipality is free from the illegal use, possession, or distribution of drugs or alcohol.
22. **Negation of Agent or Employee Status.** The Municipality shall perform this interlocal agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the Municipality or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary or subagent of the Municipality to be a representative, agent, subagent, or employee of the County.

A. The Municipality certifies its understanding that the County is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to this insurance or taxes of the Municipality and assistant(s) of the Municipality.

B. In no event shall any provision of this interlocal agreement make the County or any political subdivision of the State of Florida liable to any person or entity that contracts with or provides goods or services to the Municipality in connection with the services the Municipality has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against the Municipality. There is no contractual relationship, either express or implied, between the County or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to the Municipality as a result of the provisions of the services provided by the Municipality hereunder or otherwise.

23. **Indemnification.** The Municipality, to the extent permitted by Florida law and without waiving its right to sovereign immunity shall indemnify, hold harmless, and defend the County and the Lake County Board of County Commissioners, and the respective agents and employees of the County and the Lake County Board of County Commissioners, hereinafter collectively referred to as the "Indemnified Parties," from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Municipality, its agents, subcontractors, assigns, heirs, and employees during performance under this interlocal agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this interlocal agreement. In any and all claims against any of the Indemnified Parties by any employee of the Municipality, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any

way as to the amount or type of damages, compensation or benefits payable by or for the Municipality or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive the expiration or earlier termination of this interlocal agreement. In connection with any indemnifiable claim hereunder arising out of a claim by a third-party against the County, Municipality shall be entitled to adequate notice and opportunity to defend any indemnifiable claim hereunder in good faith and with diligence.

- 24. Recapture of Funds.** Subject to the conditions set forth in this interlocal agreement, it is the intent of the parties that the County shall recapture any Grant Funds provided under this interlocal agreement if the Project is considered in default under any of the provisions in this interlocal agreement, following the expiration of the reasonable opportunity to respond and cure any default.
- 25. Reversion of Assets.** Within thirty (30) days following the expiration or termination of this interlocal agreement, the Municipality shall transfer to the County any Grant Funds on hand at the time of expiration or termination of this agreement if the Grant Funds have not been expended on eligible costs and any interest income attributable to the use of the such funds.
- 26. Severability.** Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this interlocal agreement shall remain enforceable against such party subsequent to such termination. In the event any section, sentence, clause or provision of this interlocal agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the interlocal agreement shall not be affected by such determination and shall remain in full force and effect.
- 27. Successors and Assigns.** This interlocal agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 28. Governing Law.** Each party covenants and agrees that any and all legal actions arising out of or connected with this interlocal agreement shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This interlocal agreement is entered into within, and with reference to the laws of, the State of Florida, and shall be governed, construed and applied in accordance with those laws (excluding conflicts of law) of the State of Florida.
- 29. Authorization.** Each party represents to the other that such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this interlocal agreement have been properly completed, and that the persons who have executed this agreement are duly authorized and empowered to do so.

- 30. Notices.** All notices which may be given pursuant to this interlocal agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

Lake County
County Manager
P.O. Box 7800
Tavares, FL 32778

Municipality
City Manager
P.O. Box 2286
Umatilla, FL 32784

cc: County Attorney
P.O. Box 7800
Tavares, FL 32778

- 31. Capitalizations.** Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation. All descriptive headings of paragraphs in this agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
- 32. Estoppel/Waiver.** A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.
- 33. Merger and Modifications.** This interlocal agreement together with the attachments embody the entire agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This interlocal agreement may only be amended or extended by a written instrument executed by the County and the Municipality expressly for that purpose.
- 34. Monitoring.** The County will monitor the performance of the Municipality throughout the term of this interlocal agreement to ensure timely completion.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this agreement on the date under each signature.

ATTEST:

MUNICIPALITY

City Clerk

By: _____
Eric A. Olson, Mayor

Approved as to form and legality:

Date: _____

City Attorney

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

Leslie Campione, Chairman

This _____ day of _____, 2020.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh
County Attorney

EXHIBIT A: FUNDING AGREEMENT

Agreement Number: Y2267

CARES ACT FUNDING AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division" or "Recipient"), and Lake County, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

- A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
- B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.
- D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with \$8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
- E. The United States Department of the Treasury disbursed \$2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
- F. A remaining balance of \$1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Subrecipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

INTERLOCAL AGREEMENT FOR DISBURSEMENT OF CARES ACT FUNDS FOR MUNICIPAL FUNDING
CITY OF UMATILLA

(2) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.
- b. The Division's Program Manager for this Agreement is:

Wesley Sapp
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
Email: Wesley.Sapp@em.myflorida.com

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

Allison McLeary
Division of Emergency Management
2555 Shumard Oak Blvd
Telephone: 850-815-4455
Email: Allison.McLeary@em.myflorida.com

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on **March 1, 2020** and shall end on **December 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

- a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, and the Florida Constitution.
- b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

- c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
- d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- e. For the purposes of this Agreement, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
- f. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.
- g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
- h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that¹—
 - i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
- i. Examples of Eligible Expenses include, but are not limited to:
 - i. Medical expenses
 - ii. Public health expenses
 - iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 - iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
 - v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
 - vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

(8) INVOICING

- a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

¹ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

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

- b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

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

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

(10) AUDITS

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

i.

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii.

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

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

(11) REPORTS

- a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

- b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and must be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Subrecipient must provide additional program updates or information that may be required by the Division.

(12)MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13)LIABILITY

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

(14)DEFAULT

- a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this

- Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
 - d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
 - e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division may, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,
 - iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
 - v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
- f. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(16) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Division of Emergency Management Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line

with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.
- d. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of this Agreement after they have received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient will not be relieved of liability to the Division because of any breach of this Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(17) ATTACHEMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments will control, but only to the extent of the conflict or inconsistency.

(18) PAYMENTS

- a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for Lake County is in the amount of \$16,014,815.00.

(19) REPAYMENTS

- a. All refunds, return of improper payments, or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

- b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20) MANDATED CONDITIONS AND OTHER LAWS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes will, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any

provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.

- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- g. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
- h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
- k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
- l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

- m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
- o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
- p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

(21) LOBBYING PROHIBITION

- a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- d. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- e. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
 - i. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
 - iv. The Subrecipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient s shall certify and disclose.
 - v. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement.

(23) ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

- i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(25) COPELAND ANTI-KICKBACK ACT

- a. The Subrecipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:
 - i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(26) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

(27) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:
 - i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28) SUSPENSION AND DEBARMENT

- a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:
 - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(29) BYRD ANTI-LOBBYING AMENDMENT

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

(30) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

INTERLOCAL AGREEMENT FOR DISBURSEMENT OF CARES ACT FUNDS FOR MUNICIPAL FUNDING
CITY OF UMATILLA

SUB-RECIPIENT:

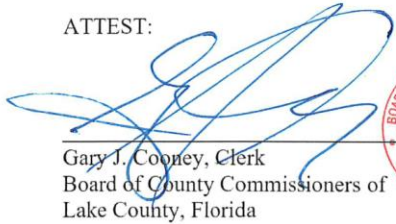
By: See Lake County signature block below
Name and title: _____
Date: _____
FID# _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Name and Title

Date: _____

ATTEST:


Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida



BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA


Leslie Campione, Chairman

This 19th day of June, 2020.

Approved as to form and legality:



Melanie Marsh, County Attorney

EXHIBIT 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project –

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title:

Catalog of State Financial Assistance Number:

Attachment A

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

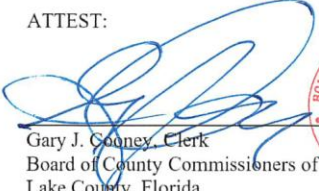
I, _____, am the Authorized Agent of Lake County County ("County") and I certify that:

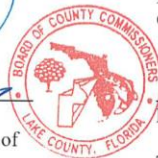
1. I have the authority on behalf of County to request grant payments from the State of Florida ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: See Lake County signature block below
Name and title: _____
Date: _____

ATTEST:



Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida



BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA


Leslie Campione, Chairman

This 19th day of June, 2020.

Approved as to form and legality:

Melanie Marsh
County Attorney

INTERLOCAL AGREEMENT FOR DISBURSEMENT OF CARES ACT FUNDS FOR MUNICIPAL FUNDING
CITY OF UMATILLA

Attachment A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, Lake County, certifies, to the best of his or her knowledge that:

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

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

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


By: See Lake County signature block below
Name and title: _____
Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and title
Date: _____

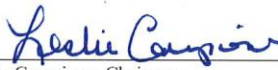
ATTEST:



Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida


BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA





Leslie Campione, Chairman
This 19th day of June, 2020.

Approved as to form and legality:



Melanie Marsh
County Attorney

Attachment B

PROGRAM STATUTES AND REGULATIONS

42 USC 601(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

EXHIBIT B: SPEND PLAN

(To be attached after State FDEM approval received)



UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF September 8 2020 – September 14, 2020

ARRESTS

9/11/2020	10:47 am	Codi York Umatilla	York was arrested and booked into the Lake County Jail on a warrant for driving while license suspended, fleeing and eluding a law enforcement officer, burglary to an unoccupied structure and larceny petit theft.
9/12/2020	11:31 pm	Tushona Doyle D'IBERVILLE, MS	She was booked into the Lake County Jail on a charge of grand theft of a motor vehicle.
9/12/2020	11:31 pm	Amalia Ortiz Tavares	She was booked into the Lake County Jail on charges of carrying a concealed firearm without a license and resisting an officer without violence.
9/12/2020	11:31 pm	Terry Evans Geneva	Booked into the Lake County Jail on charges of grand theft of a motor vehicle, resisting a law enforcement officer and possession of controlled substance without a prescription.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

--	--	--	--

REPORTS FILED

9/8/2020	9:36 am	Officers responded to a disturbance between neighbors. All parties separated.	
9/9/2020	11:11 am	Officer's took a report of a possible fraudulent investment scheme out of Georgia.	
9/11/2020	9:27 am	Officers responded to Lakeview Street in reference to a stolen trailer being reported by a family member. Officer's investigated and found the trailer in Sumter County. It had been sold to an individual the month prior without the knowledge of the family member.	
9/11/2020	2:02 pm	Officers took a report of petit theft from a resident of North Central Avenue. A visitor in the home had taken cash out of a purse inside the residence.	
9/12/2020	9:32 am	Officer's made contact with a victim of mail theft. Mail was located in a vehicle during an arrest. Charges will be filed.	
9/12/2020	1:36 pm	Officer's contacted another resident who's mail was located in a vehicle during an arrest. Charges will be filed.	
9/12/2020	2:01 pm	Officers contacted another resident who's mail was located in a vehicle during an arrest. Charge will be filed.	



UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF September 8 2020 – September 14, 2020

ARRESTS

9/14/2020	9:15 pm	Officers responded to a domestic disturbance on Devault Street. One party left for the evening.
-----------	------------	---

ACTIVITY BREAKDOWN

ARRESTS	4
DISPATCHED CALLS	97
TRAFFIC STOPS	28
TRAFFIC CITATIONS ISSUED	3



UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF September 15, 2020 – September , 2020

ARRESTS

--	--	--	--

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

9/16/2020	2:16 pm	Stephen Hall Umatilla	Leaving the scene of an accident with property damage.
9/21/2020	5:57 pm	Michael Witt Umatilla	Driving while license suspended with knowledge.

REPORTS FILED

9/15/2020	10:40 am	Officer's responded to an altercation between two juveniles. The report was forwarded to the State Attorney's Office.	
9/15/2020	10:04 am	Officers took a report of fraudulent activity from the Umatilla Superette.	
9/15/2020	12:00 pm	Officers took a report of a fraudulent credit account being opened.	
9/19/2020	9:35 am	Officer's took a report of a stolen vehicle from a residence on Wisteria Avenue. The truck was recovered In the forest on 9/21/2020.	
9/21/2020	12:00 pm	Officers assisted DCF with a case.	

ACTIVITY BREAKDOWN

ARRESTS	2
DISPATCHED CALLS	97
TRAFFIC STOPS	16
TRAFFIC CITATIONS ISSUED	2