

UMATILLA CITY COUNCIL MEETING
September 15, 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 1, 2020

2 FRDAP Grants

 a Resolution 2020--17 Cadwell Park Phase II

 b Resolution 2020- 18 Larkin Park Phase II

3 Airport

 a Resolution 2020-19 FDOT Public Transportation Grant Agreement

 b GAI Task Order #11

PUBLIC COMMENT

At this point in the meeting, the Umatilla City Council will hear questions, comments and concerns from the public. Please write your name and address on the paper provided on the podium. Zoning or code enforcement matters which may be coming before the Council at a later date should not be discussed until such time as they come before the Board in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the Board addresses such items during this meeting. Public comments are generally limited to three minutes.

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

4 Ordinance 2020 – C Rezoning, Magnolia Pointe, first reading

5 Ordinance 2020 – J Cemetery Ordinance, first reading

6 Sanchez

 a Ordinance 2020-K Annexation, second reading

 b Ordinance 2020-K-1 Future Land Use Change, second reading

 c Ordinance 2020-K-2 Rezoning, second reading

OLD BUSINESS

Crescent Street presentation – Attorney Stone

GENERAL DISCUSSION

REPORTS

City Attorney

Mayor

Council Members

Staff

Police Activity Report – Police Chief Adam Bolton

Code Enforcement Report – Officer Misti Lambert

Library Report – Director Janet Lewis

UPCOMING MEETINGS AND EVENTS

September 22, 2020 – held via Zoom teleconferencing

6 PM CRA meeting – adoption of Final Budget (Zoom)

6:10 PM Budget Hearing to adopt Final Millage Rate and Final Budget

October 6, 2020

6 PM City Council meeting (live-Council Chambers)

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352)669-3125.

F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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

1 **Umatilla City Council Meeting**
2 **September 1, 2020, 6:00 PM virtual meeting via Zoom**
3 **Umatilla Council Chambers 1 S. Central Avenue, Umatilla, FL 32784**
4

5
6 Zoom.us
7 Meeting ID: 864 7193 8186
8 Passcode: 32784
9

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

14 Moment of silence observed.

15 **Meeting Called to Order at 6:00 p.m.**

16
17 **AGENDA REVIEW**

18 **MOTION by Wright; SECOND by Adams; to approve Agenda as presented.**

19 **Roll call vote:**

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

21 **Motion carried.**

22
23 **CONSENT AGENDA**

24 1 Minutes, City Council meeting August 18, 2020

25 2 Pool Agreement with Lake County Schools and Umatilla High School

26
27 **MOTION by Adams; SECOND by Wright; to approve Consent Agenda.**

28 **Roll call vote:**

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

30 **Motion carried.**

31
32 **PUBLIC COMMENT**

33 None

34
35 **PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS**

36 **3 Ordinance 2020 - H Non-Residential Design Standards, second reading**
37

38 **Attorney Kevin Stone read the ordinance by title:**
39

40 **ORDINANCE 2020 - H**

41
42 **AN ORDINANCE OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE *LAND DEVELOPMENT***
43 ***REGULATIONS*; TO AMEND CHAPTER 2 DEFINITIONS; AMEND CHAPTER 6, ZONING REGULATIONS AND**
44 **PROVIDE FOR NON-RESIDENTIAL DESIGN STANDARDS; AMEND CHAPTER 7, CONDITIONAL USES AND**
45 **SPECIAL EXCEPTIONS, PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR CONFLICTS,**
46 **SEVERABILITY; CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; AND AN EFFECTIVE**
47 **DATE**

48
49 **Land Planner Sherie Lindh** noted minor changes from **Attorney Stone** that clarified language

50 pertaining to setbacks on arterial and collector roads. The City Manager may waive requirements based
51 on specific evidence. Other changes clarify requirements on the redevelopment of existing commercial
52 properties and allow for administrative variance procedures regarding storefront character.

53
54 There was no public comment.

55
56 **MOTION by Adams; SECOND by Butler; to approve Ordinance 2020-H Non-Residential Design Standards.**

57 **Roll call vote:**

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

59 **Motion carried.**

60

61 4 Sanchez

62 a Ordinance 2020-K Annexation, first reading

63 b Ordinance 2020-K-1 Small Scale Comp Plan Amendment, first reading

64 c Ordinance 2020-K-2 Rezoning, first reading

65

66 **Attorney Stone** read ordinances by title:

67

68

ORDINANCE 2020 - K

69

70 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES**
71 **OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE**
72 **PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS**
73 **APPROXIMATELY 0.086 ± ACRES OF LAND GENERALLY LOCATED WEST OF SR 19 AND EAST OF WEST**
74 **ALTOONA ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE**
75 **AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE**
76 **SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN**
77 **EFFECTIVE DATE.**

78

79

ORDINANCE 2020 – K-1

80

81 **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE**
82 **PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 0.086 ±**
83 **ACRES OF LAND DESIGNATED LAKE COUNTY RURAL TRANSITION TO GENERAL COMMERCIAL IN THE CITY**
84 **OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY ADRIANNA SANCHEZ LOCATED**
85 **WEST OF US 19 AND EAST OF WEST ALTOONA ROAD; DIRECTING THE CITY MANAGER TO TRANSMIT THE**
86 **AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA**
87 **STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR**
88 **SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE**
89 **DATE.**

90

91

ORDINANCE 2020 – K - 2

92

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

100

101 **Land Planner Sherie Lindh** presented a staff report, stating **Ms. Sanchez** is seeking annexation to obtain city
102 water. The City limits are adjacent to the southern and western property boundaries; therefore the site is
103 eligible for annexation.

104
105 The proposed comprehensive plan amendment is from Lake County Rural Transition/Rural Support Corridor
106 to City of Umatilla General Commercial. The maximum development allowed within Lake County is an ISR
107 of 0.50 and the maximum development proposed within the City is an ISR of 0.75.
108 The amendment meets the city's future land use policies.

109
110 The proposed rezoning to City C-2 is consistent with the existing Lake County zoning. The existing use of
111 single family residential would be considered a non-conforming use and subject to the City's
112 Nonconformance provisions of Chapter 3, Section 7.

113
114 Staff recommends approval.

115
116 There was no public comment either in favor of or opposed to the annexation, change in future land use,
117 or rezoning.

118
119 **Council member Adams** noted there are two property owners listed for this property and asked if both
120 had signed affidavits pertaining to the property. **Attorney Stone** said there would be an answer for
121 Council prior to the second reading.

122
123 **MOTION by Wright; SECOND by Adams; to approve Ordinance 2020-K Sanchez Annexation.**

124 **Roll call vote:**

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

126 **Motion carried.**

127
128 **MOTION by Adams; SECOND by Butler; to approve Ordinance 2020-K-1 Sanchez Small Scale**
129 **Comprehensive Plan Amendment.**

130 **Roll call vote:**

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

132 **Motion carried.**

133
134 **MOTION by Wright; SECOND by Butler; to approve Ordinance 2020-K-2 Sanchez Rezoning.**

135 **Roll call vote:**

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

137 **Motion carried.**

138
139 **GENERAL DISCUSSION**

140 **Council member Adams** gave a report on a recent MPO virtual meeting during which discussion focused
141 on planning for three roundabouts in Wildwood.

142
143 **Council member Wright** reported she had been contacted by the schools regarding meetings and will
144 keep Council posted.

145
146 **REPORTS**

147 City Attorney

148 Update on Crescent Street

149 **City Attorney Stone** said he asked **Clerk Howard** to set an agenda item for the next meeting for a report
150 regarding Crescent Street update with some visuals. I met with **Mr. Broome** and we will be ready to get
151 things wrapped up at the next meeting.

152

153 **Public Works Director Mercer** talked about the clarifier issue and repair. He thanked Assistant **Public**
154 **Works Director Vaughan Nilson** and **Plant Operator Josh Fixl** for all the work they did. It was a tricky
155 problem to solve.

156
157 **Mr. Mercer** noted that he wanted to make sure the Council understood the responsiveness of **RCM, Chris**
158 **Creech's** company and the sacrifice his company made in responding to our issue, making sure the
159 Clarifier was down for a minimal amount of time. **Mr. Creech** moved a crane from another jobsite to get
160 the repairs done.

161
162 **Mr. Mercer** said American Pipe and Tank took the sludge from our plant to their processing center.

163
164 **Meeting adjourned 6:23 p.m.**

165
166 _____
167 Eric Olson
168 Mayor

169
170 ATTEST:
171
172 _____
173 Karen H. Howard, MMC
174 City Clerk

175

**CITY OF UMATILLA
AGENDA COVER SHEET**

DATE: September 10, 2020

MEETING DATE: September 15, 2020

SUBJECT: Resolution 2020 – 17

ISSUE: FRDAP Grant for Cadwell Park Phase II

BACKGROUND SUMMARY: The City has been awarded grant funding in the amount of \$50,000 from the Florida Recreation Development Assistance Program (FRDAP).

The projects in this non-matching grant include: new playground equipment, renovation to existing playground, renovation to picnic facility, refurbishing of basketball court, painting of restroom, addition of security lighting, and installation of new sidewalks.

The expiration date of the agreement is June 30, 2023.

STAFF RECOMMENDATIONS: Approval of Resolution 2020-17.

FISCAL IMPACTS: N/A

COUNCIL ACTION:

Reviewed by City Attorney Yes No vN/A

Reviewed by City Engineer Yes No vN/A

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RESOLUTION 2020 - 17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, RELATING TO A GRANT AGREEMENT FOR THE CADWELL PARK PHASE II PROJECT BETWEEN THE CITY OF UMATILLA AND THE FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) ADMINISTERED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; MAKING FINDINGS; ACCEPTING THE GRANT AGREEMENT A1086 IN THE AMOUNT OF \$50,000; DESIGNATING AN AUTHORIZED REPRESENTATIVE OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla desires to undertake upgrades to Cadwell Park; and

WHEREAS, the City of Umatilla qualified for Florida Recreational Development Assistance Program (FRDAP) grant funding to assist with the Project from a legislative appropriation administered by the Florida Department of Environmental Protection (the “Grant”); and

WHEREAS, the City of Umatilla desires to accept the Grant; and

WHEREAS, the City of Umatilla City Council desires to designate the City Manager as the authorized representative to execute any and all applications, contracts, agreements, certifications, and related documents on behalf of the City necessary to further the purposes of and implement the Grant.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The foregoing recitals are incorporated by reference and made a part hereof.

Section 2. The City of Umatilla hereby accepts the Grant funding in the amount of \$50,000 for the Cadwell Park Phase II project pursuant to the terms of DEP Agreement No. A1086, attached hereto as Exhibit “A” and incorporated herein by reference.

Section 3. The City Manager is hereby designated as the representative of the City authorized to execute any and all applications, contracts, agreements, certifications, and related documents necessary to further the purposes of and implement the Grant. The City Manager is further authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with furthering the purposes of the Grant.

Section 4. All resolutions or part of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____ (Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: _____

6. Department's Grant Manager Grantee's Grant Manager

Name: _____ Name: _____
or successor or successor

Address: _____ Address: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D:
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**CITY OF UMATILLA
AGENDA COVER SHEET**

DATE: September 10, 2020

MEETING DATE: September 15, 2020

SUBJECT: Resolution 2020 – 18

ISSUE: FRDAP Grant for Larkin Park Phase II

BACKGROUND SUMMARY: The City has been awarded grant funding in the amount of \$50,000 from the Florida Recreation Development Assistance Program (FRDAP).

The projects in this non-matching grant include: renovation to existing baseball field, renovation of playground, addition of picnic tables, refurbishing of basketball court, painting of restroom, addition of security lighting, and installation of new benches.

The expiration date of the agreement is June 30, 2023.

STAFF RECOMMENDATIONS: Approval of Resolution 2020-18.

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 **RESOLUTION 2020 - 18**

4 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA,**
5 **RELATING TO A GRANT AGREEMENT FOR THE LARKIN PARK PHASE II**
6 **PROJECT BETWEEN THE CITY OF UMATILLA AND THE FLORIDA**
7 **RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**
8 **ADMINISTERED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL**
9 **PROTECTION; MAKING FINDINGS; ACCEPTING THE GRANT AGREEMENT A1102**
10 **IN THE AMOUNT OF \$50,000; DESIGNATING AN AUTHORIZED REPRESENTATIVE**
11 **OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;**
12 **PROVIDING FOR AN EFFECTIVE DATE.**

13 **WHEREAS,** the City Council of the City of Umatilla desires to undertake upgrades to
14 Cadwell Park; and

15
16 **WHEREAS,** the City of Umatilla qualified for Florida Recreational Development
17 Assistance Program (FRDAP) grant funding to assist with the Project from a legislative
18 appropriation administered by the Florida Department of Environmental Protection (the “Grant”);
19 and

20
21 **WHEREAS,** the City of Umatilla desires to accept the Grant; and

22
23 **WHEREAS,** the City of Umatilla City Council desires to designate the City Manager as
24 the authorized representative to execute any and all applications, contracts, agreements,
25 certifications, and related documents on behalf of the City necessary to further the purposes of and
26 implement the Grant.

27
28 **NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

29
30 **Section 1.** The foregoing recitals are incorporated by reference and made a part hereof.

31
32 **Section 2.** The City of Umatilla hereby accepts the Grant funding in the amount of
33 \$50,000 for the Larkin Park Phase II project pursuant to the terms of DEP Agreement No. A1102,
34 attached hereto as Exhibit “A” and incorporated herein by reference.

35
36 **Section 3.** The City Manager is hereby designated as the representative of the City
37 authorized to execute any and all applications, contracts, agreements, certifications, and related
38 documents necessary to further the purposes of and implement the Grant. The City Manager is
39 further authorized to delegate responsibility to appropriate City staff to carry out technical,
40 financial, and administrative activities associated with furthering the purposes of the Grant.

41
42 **Section 4.** All resolutions or part of resolutions in conflict with any of the provisions of
43 this Resolution are hereby repealed.
44

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____ (Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		

Total Amount of Funding + Grantee Match, if any: _____

6. Department's Grant Manager Grantee's Grant Manager

Name: _____ Name: _____
or successor or successor

Address: _____ Address: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3:
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D:
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department’s secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department’s actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee’s employees, subcontractors, or agents access to meetings within the Department’s facilities, unless the basis of Department’s denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**CITY OF UMATILLA
AGENDA COVER SHEET**

DATE: September 10, 2020

MEETING DATE: September 15, 2020

SUBJECT: Resolution 2020-19 FDOT Public Transportation Grant Agreement

ISSUE: Airport Infrastructure Project: P&S Paving Construction Services and GAI Task Order #12

BACKGROUND SUMMARY: FDOT has amended the grant funding to the city for the Airport Infrastructure Project 444874-1-94-01 by \$1,027,226. This increases the total funding to \$1,154,806.

At the August 18th Council meeting bid award was approved for P&S Paving for construction of the Airport Infrastructure Project contingent upon FDOT funding. The project includes paving, grading, drainage, site utilities, and hangar site development on the acreage on the southwest side of the runway. The bid submitted by P&S was for \$949,376.

Task Order #12 from GAI is for construction phase services during the 120-calendar day project. Tasks include services outlined in the task order that include preconstruction and weekly construction meetings, preparation of supplemental drawings and record drawings for the completed project, periodic construction observation, review of testing and inspections, review and approve monthly and final payments to the contractor, preparation of reimbursement request packages for submittal by city to FDOT. Task Order #12 totals \$77,850 and is covered by the FDOT grant funding.

P&S Paving	\$949,376
GAI	\$ 77,850
Total FDOT Funding for Project Construction	\$1,027,226

STAFF RECOMMENDATIONS: Approval of Resolution 2020-19, Amendment to PTGA 444874-1-94-01 in the amount of \$1,027,226 and approval of GAI Task Order #12.

FISCAL IMPACTS: N/A

COUNCIL ACTION:

Reviewed by City Attorney Yes No vN/A

Reviewed by City Engineer Yes No vN/A

Bid Award, Project 2020-19 Hangar Infrastructure Project

RESOLUTION 2020 – 19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ACCEPTING AN INCREASE TO PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) 444874-1-94-01 FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION INCREASING THE TOTAL FUNDING BY \$1,027,226 FOR THE PURPOSE OF CONSTRUCTION OF HANGAR INFRASTRUCTURE DEVELOPMENT AT THE UMATILLA MUNICIPAL AIRPORT; AUTHORIZING CITY OFFICIALS TO EXECUTE SAID AGREEMENT; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla, Lake County, Florida on September 15, 2020, approved Public Transportation Grant Agreement 444874-1-94 01 with the State of Florida Department of Transportation, increasing the Total Project funding by \$1,027,226 and bringing the revised project cost to \$1,154,806 for the purpose of Design and Construction of Hangar Infrastructure Development at the Umatilla Municipal Airport.

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

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

EFFECTIVE DATE: This Resolution shall take effect immediately upon its adoption by the City Council of the City of Umatilla, Lake County, Florida, this 15th day of September, 2020.

Eric Olson
Mayor, City of Umatilla

Attest:

Approved as to form:
STONE & GERKEN, PA

Karen H. Howard, MMC
City Clerk

Kevin Stone
Attorney, City of Umatilla

Passed First Reading: September 15, 2020
[Seal]

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

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

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

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

RECITALS

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

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

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

1. **Amendment Description.** The project is amended to add construction based on bids. Hangar Infrastructure Development - Design and Construction at Umatilla Municipal Airport.

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

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

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

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

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

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

___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$1,027,226 bringing the revised total cost of the project to \$1,154,806.

The Department's participation is X increased/ ___ decreased by \$1,027,226. The Department agrees to participate in the Project cost up to the maximum amount of \$1,154,806, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

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

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

AGENCY City of Umatilla

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

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

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Hangar Infrastructure Development – Design and Construction: This project includes design, bidding phase services, and construction for an approximately 27-acre site located on the west side of the airfield to accommodate additional hangar demand. Airside and landside access and utilities will be constructed. The project includes hangar site development, paving, grading, drainage, site utilities and stormwater permitting.

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

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

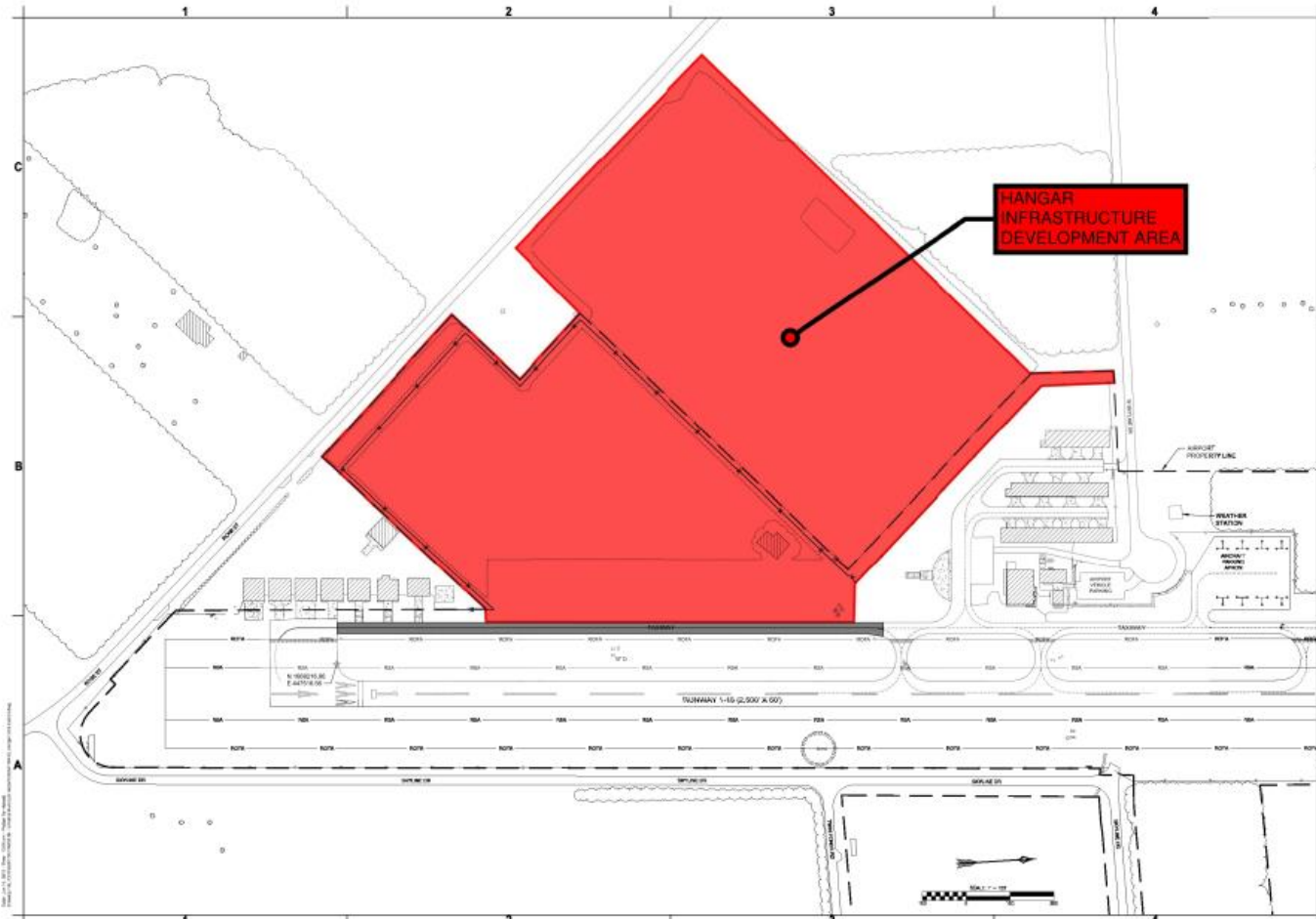
D. Deliverable(s): Final close out documents to be uploaded to JACIP.

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



Revisions

No.	Date	Description

Project No.: 1481
 Checked By: 1481
 Drawn By: 1481
 Checked By: 1481
 Issue Date: 01/14/14
 Drawing Scale: AS SHOWN
 Drawing Title:

PROJECT SKETCH

Drawing No.: **EXHIBIT**

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

Form 725-000-02
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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444874-1-94-01	DDR	088719	2021	751000	55.004	Aviation Grant Program	\$520,000
444874-1-94-01	DPTO	088719	2020	751000	55.004	Aviation Grant Program	\$127,580
444874-1-94-01	DPTO	088719	2021	751000	55.004	Aviation Grant Program	\$507,226
Total Financial Assistance							\$1,154,806

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$1,154,806	\$0	\$0	\$1,154,806	100.00	0.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$1,154,806	\$0	\$0	\$1,154,806			

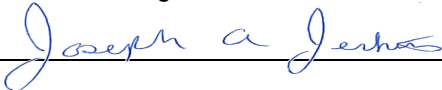
*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

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

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

Joseph Jerkins

Department Grant Manager Name

Signature 

9/9/2020

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Joseph Jerkins (email: joseph.jerkins@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Joseph Jerkins.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

- b. Florida Administrative Code (FAC)**
 - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
 - c. Local Government Requirements**
 - Airport Zoning Ordinance
 - Local Comprehensive Plan
 - d. Department Requirements**
 - Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
 - FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
 - b. Local Government Requirements**
 - Local Building Codes
 - Local Zoning Codes
 - c. Department Requirements**
 - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
 - b. Florida Requirements**
 - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. Preserving Rights and Powers.

- a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. Hazard Removal and Mitigation.

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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- 2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

- 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
- 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
- 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

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equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

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- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

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24. Noise Mitigation Projects. The Agency assures that it will:

- a. Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.
 - 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
 - 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

- b. Private Agreements.** For noise compatibility projects on privately owned property:
 - 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
 - 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: 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 or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$1,154,806

*The award amount may change with amendments

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

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

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

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



Orlando Office
618 East South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
F 407.843.1070

August 10, 2020

TO: Scott Blankenship, City Manager
City of Umatilla
1 South Central Avenue
P.O. Box 2286
Umatilla, FL 32784

RE: Umatilla Municipal Airport
Task Order No. 12
Hangar Infrastructure Project – Construction Phase Services

1. AUTHORIZATION REQUEST:

In conformance to your instructions, and in accordance with the Agreement dated May 5, 2017 between the City of Umatilla (SPONSOR) and GAI Consultants, Inc. (CONSULTANT) for providing periodic professional services, enclosed please find our request for authorization to furnish services in connection with the construction of the hangar infrastructure project (the “Project”).

2. DESCRIPTION OF SERVICES:

The CONSULTANT shall provide construction phase services for the Hangar Infrastructure Project as further described in Attachment A.

3. SPONSORS RESPONSIBILITIES:

Sponsor’s responsibilities shall be as described in the Agreement.

4. PERIOD OF SERVICES:

Services are anticipated to be complete by March 31, 2021.

5. PAYMENTS:

Payments shall be made in accordance with Section 2.2A of the Agreement. The total fee amount is \$77,850.00 as further defined in Attachment B.

6. GENERAL CONSIDERATIONS

The CONSULTANT designates Jack Thompson as the person who will be responsible for coordinating the services rendered by the CONSULTANT for the Project.

7. SPECIAL PROVISIONS: N/A

Your signature, in the space provided below, will signify approval of the terms and conditions of this request which, together with the basic Agreement and Attachments identified below will constitute Task Order No. 12.

Please return this executed Task Order, which shall constitute your authorization to proceed, to our office together with the executed attachments.

Very truly yours,

SPONSOR

City of Umatilla

By: _____

Title: _____

Date: _____

CONSULTANT

GAI Consultants, Inc.

By: _____

Title: Aviation Director

Date: August 10, 2020

ATTACHMENTS:

- Attachment A: Scope of Services
- Attachment B: Cost Summary

Task Order No. 12

ATTACHMENT A

SCOPE OF SERVICES

Umatilla Municipal Airport

Hangar Infrastructure Project

Construction Phase Services

PROJECT DESCRIPTION:

The CONSULTANT shall provide construction services for the Hangar Infrastructure Project at Umatilla Municipal Airport. The project site is located west of the parallel taxiway, south of Cassady Street and north of Rose Street. The project includes paving, grading and drainage for airside and landside access, and hangar site development. Also included in the project are site utilities and stormwater facilities.

This Project will be performed by the SPONSOR with grant assistance from the Florida Department of Transportation (FDOT).

CONSTRUCTION PHASE SERVICES:

Construction Contract Administration

Construction Contract Administration shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with FDOT during the construction of the Project.

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR and submit to FDOT.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
- Review and approve monthly and final payments to the Contractor.

- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor provided as-built survey.
- Participate in the final inspection of the completed Project with the SPONSOR, FDOT, and the Contractor.
- Issue certificates of construction completion to the SPONSOR and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR and FDOT.

Periodic Construction Observation

Periodic Construction Observation shall be conducted by an engineer who will also:

- Maintain the Project records in accordance with the FDOT standard requirements.
- Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
- Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the engineer and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
- Review of testing and inspection completed by contractor.
- Prepare and submit reports of construction activity and problems encountered as required by the SPONSOR and FDOT.
- Coordinate, schedule, oversee, and review Construction Material Quality Assurance testing in accordance with the Contract and/or the Contractor's approved Quality Control Plan.

The construction contract has a 120-calendar day duration from the full notice to proceed. This scope and fee assume that there will be periodic observations of construction focused on key milestone events. Events such as project staking, erosion control installation, utility connections, limerock base course placement and testing, paving operations and testing, and pavement marking are examples of key milestones.

The CONSULTANT agrees to perform the Periodic Observation services for this Project during the construction contract period, estimated to be as follows:

Pre-Construction: 1 day

Periodic Observation: 33 days

Post-Construction: 1 days

END OF ATTACHMENT A

Task Order No. 12
ATTACHMENT B
COST SUMMARY
Umatilla Municipal Airport
Hangar Infrastructure Project
Construction Phase Services

Category	Labor Classification	2017 Invoice Rate	Estimated Hours	Estimated Cost
E11	Principals	N/A	0	\$0.00
E10	Senior Engineering Directors, Senior Directors, Senior Project Directors	N/A	0	\$0.00
E09	Engineering Directors, Directors, Project Directors	N/A	0	\$0.00
E08	Assistant Directors, Senior Managers, Senior Technical Managers, Senior Technical Leaders, Materials Assistant Directors, Utility Coordination Assistant Directors, Senior Engineering Managers, Senior Project Managers, Senior Landscape Architect Managers, Senior Planning & Urban Design Managers, Landscape Architect Assistant Directors, Scheduling Assistant Directors, GIS Assistant Directors, Lab Assistant Directors, GIS Assistant Technical Directors, Geology Technical Staff Leaders, Design Senior Technical Leaders, Design Senior Managers, Geology Assistant Directors, Senior Landscape Project Managers, Environmental Assistant Directors, Environmental Staff Technical Leaders, Hydrogeological Technical Assistant Directors, Hydrogeological Assistant Directors, Senior Proposal Managers, Senior Project Controls Managers, Senior Survey Managers	\$240	40	\$9,600.00
E07	Engineering Managers, Engineering Technical Managers, Engineering Technical Leaders, Landscape Architect Managers, Landscape Project Managers, Land Specialist Senior Managers, Land Specialist Senior Technical Leaders, Project Managers, Design Managers, Design Technical Leaders, Utility Coordination Managers, Utility Senior Managers, Senior CEI Project Administrators, Senior CEI Managers, Senior Planning Managers, Senior Planning Technical Leaders, Senior Construction Managers, Senior CMS Managers, Scheduling Leaders, GIS Senior Managers, GIS Senior Technical Leaders, Hydrogeological Senior Technical Leaders, Hydrogeological Senior Managers, Senior Cultural Resources Managers, Senior Geology Technical Leaders, Senior Geology Managers, Survey Managers, Senior Materials Managers, Senior CAD/Technology Managers, Senior Materials Technical Leaders, Senior Lab Managers, Project Controls Managers	\$190	0	\$0.00
E06	Assistant Engineering Managers, Assistant Technical Leaders, Assistant Landscape Architect Managers, Land Specialist Managers, Land Specialist Technical Leaders, CEI Project Administrators, CEI Managers, Construction Managers, CMS Managers, Assistant Project Managers, Design Assistant Technical Leaders, Design Assistant Managers, Planning Managers, Utility Managers, Planning Technical Leaders, Geology Managers, Geology Technical Leaders, Hydrogeological Managers, Hydrogeological Technical Leaders, GIS Managers, GIS Technical Leaders, Environmental Managers, Environmental Technical Leaders, Wetlands Technical Leaders, Cultural Resources Managers, Assistant Survey Managers, Lab Managers, Lead Project Controls Analysts, Senior Proposal Coordinators	\$170	0	\$0.00
E05	Senior Project Engineers, Senior Project EIT/EIs, Senior Project Technical Specialists, Senior Project Schedulers, Senior Project Schedulers/Systems Planners, Senior Project Utility Specialists, Senior Project Landscape Architects, Senior Project Construction Support Specialists, Field Crew Survey Supervisors, Assistant Hydrogeological Managers, Assistant Hydrogeological Technical Leaders, Design Project Senior Technical Specialists, Assistant Land Specialist Managers, Assistant Land Specialist Technical Leaders, Assistant Geology Managers, Assistant Geology Technical Leaders, Materials Assistant Managers, Materials Assistant Technical Leaders, Assistant Planning Managers, Assistant Planning Technical Leaders, Assistant GIS Managers, Assistant GIS Technical Leaders, Assistant Environmental Managers, Assistant CEI Project Administrators, Assistant CEI Managers, Assistant Lab Managers, Assistant Environmental Technical Leaders, Assistant CMS Managers, Assistant Cultural Resources Managers, Senior Project Controls Analysts, Proposal Coordinators	\$150	160	\$24,000.00
E04	Project Engineers, Project EIT/EIs, Project Landscape Architects, Project Utility Specialists, Project Schedulers, Senior Project Planners, Project Construction Support Specialists, Senior Project Hydrogeologists, Senior Project Geologists, Senior Geological Project Specialists, Senior Project Materials Specialists, Survey Task Managers, Design Project Technical Specialists, Senior Project GIS Specialists, Senior Project Environmental Specialists, Senior Project Land Specialists, Senior Project Archaeologists, Senior Project Architectural Historians, Cultural Resources Lab Managers, Senior Lab Supervisors, Project Controls Analysts, Senior Proposal Specialists	\$125	0	\$0.00

E03	Senior Engineers, Senior EIT/EIs, Senior Landscape Architects, Senior Schedulers, Senior Construction Support Specialists, Design Senior Technical Specialists, Senior Utility Specialists, Senior Utility Specialists, Project Hydrogeologist, Project Materials Specialists, Project Planners, Project Land Specialists, Project GIS Specialists, Project Geologists, Project Geological Specialists, Project Environmental Specialists, Project Archaeologists, Project Architectural Historians, Cultural Resources Lab Supervisors, Lab Supervisors, Proposal Specialists	\$105	350	\$36,750.00
E02	EIT/EIs, Landscape Architects, Senior Landscape Designers, Schedulers, Senior Cost & Scheduling Analysts, Senior Land Specialists, Utility Specialists, Construction Support Specialists, Design Technical Specialists, Senior Geological Specialists, Senior Materials Specialists, Senior Planners, Senior GIS Specialists, Senior Environmental Specialists, Senior Archaeologists, Senior Architectural Historians, Senior Cultural Resources Specialists, Cultural Resources Technical Specialists, Senior Cultural Resources Specialists, Assistant Lab Supervisors	\$90	0	\$0.00
E01	Geological Specialists, Materials Specialists, Land Specialists, Landscape Architects, Planners, GIS Specialists, Environmental Specialists, Archeologists, Architectural Historians, Cultural Resources Specialists, Cultural Resources Lab Analysts, Cost & Scheduling Analysts	\$75	0	\$0.00
N08	Senior Lead Project Designers	\$145	0	\$0.00
N07	Senior Lead Designers	\$130	0	\$0.00
N06	Senior Lead Construction Coordinators, Lead Designers, Lead Project Coordinators, Senior Lead Project CMTs, Senior Lead Survey Crew Chiefs	\$130	0	\$0.00
N05	TCM-2 (CMS), TCM-1 (CMS), TCIS-3 (CMS), CI-2 (CMS), Senior (CEI) Lead Inspectors, Senior (CEI) Lead CEI - CSS, Senior Lead CMT, Senior Survey Crew Chiefs, Senior Designers, Senior Lead CAD Operators, Lead Construction Coordinators, Senior Project Coordinators, Senior Office Coordinators, Corporate Assistants	\$115	0	\$0.00
N04	TCIS-2 (CMS), TCI-3 (CMS), Senior Lead Construction Technicians, Lead CEI -CSS (CEI), Senior CEI Inspector, Lead CMT, Senior Lead Technicians, Survey Crew Chiefs, Senior Survey Technical Leaders, Designers, Lead CAD Operators	\$105	0	\$0.00
N03	Lead Construction Technicians, TCIS-1 (CMS), TCI-2 (CMS), TA-2 (CMS), Lead Technicians, Inspector (CEI), Senior CEI - CSS (CEI), Senior CMT, Lead Survey Technicians, Survey Coordinators, Senior CAD Operators, Senior Administrative Assistants, Senior Project Controls Associates, Office Coordinators, Project Assistants, Project Coordinators	\$85	0	\$0.00
N02	Senior Construction Technicians, CEI-CSS, Senior Technicians, Senior Survey Technicians, Senior Cultural Resources Technicians, CAD Operators, Administrative Assistants, Senior Proposal Assistants, CMT, Project Controls Associates, Office Assistants, TCI-1 (CMS), TA-1 (CMS)	\$75	0	\$0.00
N01	Construction Technicians, Technicians, Survey Technicians, Cultural Resources Technicians, Proposal Assistants, Project Controls Assistants	\$55	0	\$0.00
N/A	Survey Crew - 4 Person (including Survey equipment and vehicle)	\$305	0	\$0.00
N/A	Survey Crew - 3 Person (including Survey equipment and vehicle)	\$265	0	\$0.00
N/A	Survey Crew - 2 Person (including Survey equipment and vehicle)	\$185	0	\$0.00
SUBTOTAL AMOUNT:				\$70,350.00

SUBCONTRACTS:

Material Testing **\$7,500.00**

LUMP SUM CONTRACT AMOUNT: \$77,850.00

END OF ATTACHMENT B

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: September 10, 2020

MEETING DATE: September 15, 2020

SUBJECT: Magnolia Pointe PUD

ISSUE: Zoning Modification with Master Developer's Agreement

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.

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 Kevin Stone
74 City Clerk City Attorney

75
76
77 Passed First Reading _____
78 Passed Second Reading _____
79 (SEAL)
80
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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.

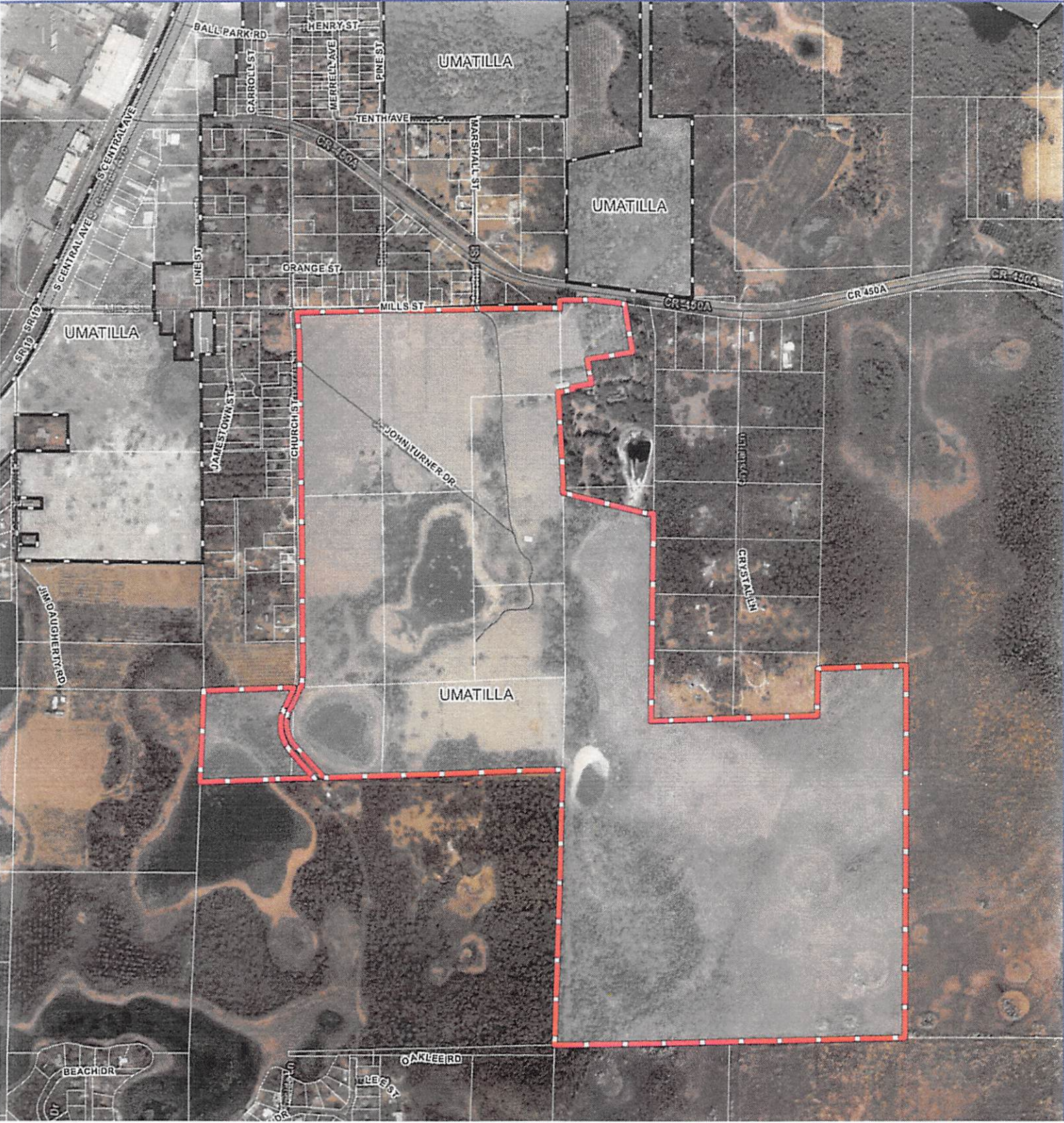
Parcel 6:

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:
- Detached Single family residential not to exceed five hundred and fifteen (515) units.
 - Passive and Active Recreation Facilities.
 - Temporary modular office uses shall be allowed during construction.
 - Agricultural uses currently conducted onsite.

- Section 5. Residential Development Standards.** Development Standards shall be as follows:
- 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
 - The minimum living area shall be 1,300 square feet for the detached single family homes.
 - Maximum Impervious Surface Ratio (ISR) - Fifty Percent (50%). The ISR is in lieu of a maximum building coverage.
 - 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

	<u>50'-59'</u>	<u>60'-69'</u>	<u>70'-79'</u>	<u>80'-89'</u>
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'
Rear (general)	20'	15'	15'	15'
Rear (facing Road ROW)	15'	20'	25'	25'
Accessory	5'	5'	5'	5'

- Maximum building height shall be limited to thirty five feet (35').
- 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.
- 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:

- The width of each garage shall not exceed 40% of the total width of the front of the residence.
- 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 on CR 450A and one access on 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 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.

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, not 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: _____

Magnolia Pointe - Public comments and exhibits

Phone call received September 11, 2020

JoAnne and George Valerio

38125 Crystal Lane

Umatilla, FL

Mrs. Valerio called to say she and her husband were unable to attend the meeting on September 18th and wanted to voice their support for the rezoning of this property. Their property abuts the land owned by Mr. Johnson.

PAUL BRYAN
POST OFFICE BOX 643
UMATILLA, FLORIDA 32784

September 11, 2020

Honorable Eric A. Olson, Mayor
City of Umatilla
PO Box 2286
Umatilla, FL 32784

RE: Magnolia Pointe

Dear Mayor Olson:

As you well know, I am a third generation and longtime resident of Umatilla, a former council member, a supporter of the community and a local property owner. While I am unable to attend the council meeting Tuesday night, I did want to share some of my thoughts regarding Magnolia Pointe and residential growth in general.

My primary business is commercial real estate. I have been brokering commercial properties in Lake County for almost 40 years and I often have local folks ask why Umatilla can't get certain desirable retailers and restaurants to come to the area. The primary reason is a lack of population. Retailers have certain demographic requirements before they move to an area and our lack of rooftops has been a deterrent in attracting desirable commercial growth. While I am a big supporter of our local business community, commercial growth does provide additional local shopping venues and dining opportunities and it also is a great tax base for the city. Studies have proven that the advalorem taxes collected on commercial properties far exceed their "cost" to the local government and help reduce the millage rate required to balance a budget. We currently have one of the highest millage rates in the county and mostly due to our lack of commercial tax base. In order to have the benefit of good commercial growth and additional tax revenues, we have to support desirable residential growth.

I remember during the last land boom (2006 – 2008), this property being annexed into the city and rezoned for a residential subdivision. And while I was supportive of it then for all the reasons I have already indicated, this revised PUD is a big improvement of what was originally planned.

While there are always going to be those that don't want any growth at all, good residential and commercial growth help sustain a vibrant community and provide additional revenues necessary to support city infrastructure. I strongly encourage the city to approve the Magnolia Pointe PUD.

Sincerely,

Paul W. Bryan, II

From: Logan Wilson <logan@rlwrealty.com>
Sent: Thursday, September 10, 2020 11:39 AM
To: Scott Blankenship <sblankenship@umatillafl.org>
Subject: housing information

Attached is a report provided by the local Realtors' association each month showing that this community, Magnolia Pointe, would help with the current housing shortage, and fit within the price point that a majority of the houses in the County are sold are in, between \$200,000 and \$249,999. With the average sales price in July 2020 being \$266,066 these homes would conform with the averages, and provide sustainable housing for the community AND provide an option for families currently renting who are looking to achieve the American Dream of home ownership.

Local builders have had great success recently, building on infill lots throughout the City of Umatilla building homes around 1,500 square feet and selling them before construction is even completed with the sales prices being in the low \$200,000 price range. I expect that trend to continue until more supply is created with new construction or something economically adverse happens forcing more homes onto the market.

Thank you,

Logan Wilson
Broker/Owner



680 N. Central Ave
Umatilla, FL 32784
Office: (352) 771-2560
Fax: (352) 771-2562



**Realtors® Association of Lake & Sumter
Monthly Sales Trend Indicator
2020**

Sales by Price Range - Single Family Homes & Villas

Price Range	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	YTD Total	Curr Month	YTD
\$ 1 - 49,999	7	5	4	4	3	2	5						30	0.80%	0.83%
\$ 50,000 - 59,999	1	0	2	1	0	0	1						5	0.16%	0.14%
\$ 60,000 - 69,999	2	6	2	2	3	2	1						18	0.16%	0.50%
\$ 70,000 - 79,999	4	0	7	4	0	2	2						19	0.32%	0.52%
\$ 80,000 - 89,999	3	4	2	2	1	2	1						15	0.16%	0.41%
\$ 90,000 - 99,999	3	4	4	0	3	5	1						20	0.16%	0.55%
\$ 100,000 - 119,999	12	11	13	12	5	11	8						72	1.28%	1.99%
\$ 120,000 - 139,999	25	24	22	19	22	17	20						149	3.20%	4.11%
\$ 140,000 - 159,999	35	25	33	23	17	30	29						192	4.64%	5.30%
\$ 160,000 - 179,999	36	31	49	37	26	30	39						248	6.24%	6.84%
\$ 180,000 - 199,999	38	27	56	39	38	40	43						281	6.88%	7.75%
\$ 200,000 - 249,999	104	128	159	107	91	115	181						885	28.96%	24.41%
\$ 250,000 - 299,999	77	90	115	81	91	109	113						676	18.08%	18.65%
\$ 300,000 - 349,999	46	51	71	49	38	63	70						388	11.20%	10.70%
\$ 350,000 - 399,999	33	32	40	34	24	41	33						237	5.28%	6.54%
\$ 400,000 - 499,999	18	25	45	22	22	28	37						197	5.92%	5.43%
\$ 500,000 - 599,999	9	13	13	5	14	14	12						80	1.92%	2.21%
\$ 600,000 - 699,999	7	7	9	6	4	8	13						54	2.08%	1.49%
\$ 700,000 - 799,999	5	2	5	2	1	3	5						23	0.80%	0.63%
\$ 800,000 - 899,999	0	1	2	2	4	2	6						17	0.96%	0.47%
\$ 900,000 - 999,999	1	3	1	0	0	1	2						8	0.32%	0.22%
\$ 1,000,000 - and over	3	1	2	0	1	1	3						11	0.48%	0.30%
Current Year	469	490	656	451	408	526	625						3,625		
Previous Year	363	448	616	699	665	650	689						4,130		
Change from last month		4.48%	33.88%	-31.25%	-9.53%	28.92%	18.82%								
Change from last year	29.20%	9.38%	6.49%	-35.48%	-38.65%	-19.08%	-9.29%								
Current YTD	469	959	1,615	2,066	2,474	3,000	3,625								
Previous YTD	363	811	1,427	2,126	2,791	3,441	4,130	4,130	4,130	4,130	4,130	4,130			
% Change YTD	29.20%	18.25%	13.17%	-2.82%	-11.36%	-12.82%	-12.23%								



**Realtors® Association of Lake & Sumter
Monthly Sales Trend Indicator
2020**

Sales by Price Range - Condominiums, Townhouses and Co-Ops

Price Range	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	YTD Total	Curr Month	YTD
\$ 1 - 49,999	1	0	2	2	0	2	1						8	3.33%	4.06%
\$ 50,000 - 59,999	0	0	2	0	1	1	0						4	0.00%	2.03%
\$ 60,000 - 69,999	0	0	0	2	0	1	0						3	0.00%	1.52%
\$ 70,000 - 79,999	0	2	3	1	0	0	0						6	0.00%	3.05%
\$ 80,000 - 89,999	1	2	0	1	1	1	1						7	3.33%	3.55%
\$ 90,000 - 99,999	4	5	4	1	0	2	2						18	6.67%	9.14%
\$ 100,000 - 119,999	1	3	2	1	0	2	0						9	0.00%	4.57%
\$ 120,000 - 139,999	1	2	4	3	0	3	2						15	6.67%	7.61%
\$ 140,000 - 159,999	2	3	4	2	3	1	4						19	13.33%	9.64%
\$ 160,000 - 179,999	0	2	5	3	2	3	5						20	16.67%	10.15%
\$ 180,000 - 199,999	3	4	1	1	1	2	5						17	16.67%	8.63%
\$ 200,000 - 249,999	3	7	9	5	5	6	6						41	20.00%	20.81%
\$ 250,000 - 299,999	1	2	3	0	2	4	2						14	6.67%	7.11%
\$ 300,000 - 349,999	0	2	1	0	1	3	1						8	3.33%	4.06%
\$ 350,000 - 399,999	0	0	1	0	0	2	1						4	3.33%	2.03%
\$ 400,000 - 499,999	1	0	1	0	0	0	0						2	0.00%	1.02%
\$ 500,000 - 599,999	0	0	0	0	0	0	0						0	0.00%	0.00%
\$ 600,000 - 699,999	0	0	0	0	0	0	0						0	0.00%	0.00%
\$ 700,000 - 799,999	0	0	0	0	0	0	0						0	0.00%	0.00%
\$ 800,000 - 899,999	1	0	0	0	0	0	0						1	0.00%	0.51%
\$ 900,000 - 999,999	0	0	1	0	0	0	0						1	0.00%	0.51%
\$ 1,000,000 - and over	0	0	0	0	0	0	0						0	0.00%	0.00%
Current Year	19	34	43	22	16	33	30						197		
Previous Year	29	33	29	36	31	46	38						242		
Change from last month		78.95%	26.47%	-48.84%	-27.27%	106.25%	-9.09%								
Change from last year	-34.48%	3.03%	48.28%	-38.89%	-48.39%	-28.26%	-21.05%								
Current YTD	19	53	96	118	134	167	197								
Previous YTD	29	62	91	127	158	204	242	242	242	242	242	242			
% Change YTD	-34.48%	-14.52%	5.49%	-7.09%	-15.19%	-18.14%	-18.60%								



**Realtors® Association of Lake & Sumter
Monthly Sales Trend Indicator
2020
Sales by Price Range - Overall**

Price Range	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	YTD Total	Curr Month	YTD
\$ 1 - 49,999	10	6	8	11	4	7	11						57	1.56%	1.37%
\$ 50,000 - 59,999	3	3	5	2	3	5	3						24	0.43%	0.58%
\$ 60,000 - 69,999	7	11	4	6	4	4	7						43	1.00%	1.03%
\$ 70,000 - 79,999	5	9	12	6	3	6	4						45	0.57%	1.08%
\$ 80,000 - 89,999	8	11	7	8	3	12	5						54	0.71%	1.30%
\$ 90,000 - 99,999	14	13	13	3	5	9	8						65	1.14%	1.56%
\$ 100,000 - 119,999	21	17	26	19	14	18	13						128	1.85%	3.08%
\$ 120,000 - 139,999	32	38	36	30	25	26	29						216	4.13%	5.20%
\$ 140,000 - 159,999	42	37	41	28	25	36	36						245	5.12%	5.90%
\$ 160,000 - 179,999	37	34	61	46	29	36	47						290	6.69%	6.98%
\$ 180,000 - 199,999	43	34	60	43	41	44	52						317	7.40%	7.63%
\$ 200,000 - 249,999	110	135	169	112	99	122	188						935	26.74%	22.50%
\$ 250,000 - 299,999	78	92	121	82	94	114	116						697	16.50%	16.77%
\$ 300,000 - 349,999	46	53	72	49	40	66	71						397	10.10%	9.55%
\$ 350,000 - 399,999	33	32	41	34	24	43	34						241	4.84%	5.80%
\$ 400,000 - 499,999	19	25	47	22	22	29	37						201	5.26%	4.84%
\$ 500,000 - 599,999	9	13	13	5	14	14	12						80	1.71%	1.93%
\$ 600,000 - 699,999	7	7	9	7	4	8	13						55	1.85%	1.32%
\$ 700,000 - 799,999	5	3	6	2	1	3	6						26	0.85%	0.63%
\$ 800,000 - 899,999	1	2	2	2	4	2	6						19	0.85%	0.46%
\$ 900,000 - 999,999	1	3	2	0	0	1	2						9	0.28%	0.22%
\$ 1,000,000 - and over	3	1	2	0	1	1	3						11	0.43%	0.26%
Current Year	534	579	757	517	459	606	703						4,155		
Previous Year	433	515	698	802	736	748	768						4,700		
Change from last month		8.43%	30.74%	-31.70%	-11.22%	32.03%	16.01%								
Change from last year	23.33%	12.43%	8.45%	-35.54%	-37.64%	-18.98%	-8.46%								
Current YTD	534	1,113	1,870	2,387	2,846	3,452	4,155								
Previous YTD	433	948	1,646	2,448	3,184	3,932	4,700	4,700	4,700	4,700	4,700	4,700			
% Change YTD	23.33%	17.41%	13.61%	-2.49%	-10.62%	-12.21%	-11.60%								

Realtors® Association of Lake & Sumter



**Monthly Sales Trend Indicator
2020
Sales by Bedroom Count**

Bedrooms	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	YTD Total	Curr Month	YTD
0	0	0	0	0	0	0	0						0	0.00%	0.00%
1	3	5	9	5	5	7	7						41	1.00%	0.99%
2	152	168	205	138	109	140	162						1,074	23.04%	25.85%
3	288	301	407	276	251	327	381						2,231	54.20%	53.69%
4	72	88	115	79	79	111	121						665	17.21%	16.00%
5	16	14	17	18	15	16	25						121	3.56%	2.91%
6+	3	3	4	1	0	5	7						23	1.00%	0.55%
Total	534	579	757	517	459	606	703	0	0	0	0	0	4,155	100.00%	100.00%

Sales by Bathroom Count

Bathrooms	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	YTD Total	Curr Month	YTD
1	50	37	52	38	27	47	39						290	5.55%	6.98%
2	411	462	600	413	366	465	548						3,265	77.95%	78.58%
3	61	63	90	52	56	74	93						489	13.23%	11.77%
4	8	16	13	11	8	17	20						93	2.84%	2.24%
5	3	1	2	3	1	2	2						14	0.28%	0.34%
6+	1	0	0	0	1	1	1						4	0.14%	0.10%
Total	534	579	757	517	459	606	703	0	0	0	0	0	4,155	100.00%	100.00%

Realtors® Association of Lake & Sumter



**Monthly Sales Trend Indicator
2020
Sales by Housing Style**

Style	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	YTD Total	Curr Month	YTD
Single Family Residence	434	454	606	423	376	482	580						3,355	82.50%	80.75%
Manufactured Home	45	53	54	40	34	46	46						318	6.54%	7.65%
Villa	35	36	50	28	32	44	45						270	6.40%	6.50%
Condominium	10	23	29	14	7	15	17						115	2.42%	2.77%
Townhouse	9	11	14	8	9	18	13						82	1.85%	1.97%
Farm	0	2	2	2	0	1	1						8	0.14%	0.19%
1/2 Duplex	1	0	2	2	1	0	1						7	0.14%	0.17%
Total	534	579	757	517	459	606	703	0	0	0	0	0	4,155	100.00%	100.00%



Realtors® Association of Lake & Sumter
Multiple Listing One Month Sales and Inventory Report - July 1 to July 31, 2020

Price Range	Sold Units	Market Share	Average List Price	Average Sale Price	% List to Sell	Avg DOM	Inventory on Market	Months Supply
\$ 1 - 49,999	11	1.56%	118,373	21,014	18.00%	67	5	0.5
\$ 50,000 - 59,999	3	0.43%	60,900	57,300	94.00%	18	17	5.7
\$ 60,000 - 69,999	7	1.00%	65,829	64,964	99.00%	53	19	2.7
\$ 70,000 - 79,999	4	0.57%	75,175	72,875	97.00%	31	15	3.8
\$ 80,000 - 89,999	5	0.71%	89,900	84,400	94.00%	29	14	2.8
\$ 90,000 - 99,999	8	1.14%	96,188	93,375	97.00%	52	12	1.5
\$ 100,000 - 119,999	13	1.85%	115,576	111,677	97.00%	89	24	1.9
\$ 120,000 - 139,999	29	4.13%	134,203	129,011	96.00%	44	44	1.5
\$ 140,000 - 159,999	36	5.12%	155,781	151,037	97.00%	41	57	1.6
\$ 160,000 - 179,999	47	6.69%	171,661	168,679	98.00%	55	66	1.4
\$ 180,000 - 199,999	52	7.40%	194,125	189,334	98.00%	60	69	1.3
\$ 200,000 - 249,999	188	26.74%	232,183	226,000	97.00%	63	251	1.3
\$ 250,000 - 299,999	116	16.50%	279,283	275,124	99.00%	47	224	1.9
\$ 300,000 - 349,999	71	10.10%	331,064	325,287	98.00%	50	147	2.1
\$ 350,000 - 399,999	34	4.84%	380,979	374,358	98.00%	76	124	3.7
\$ 400,000 - 499,999	37	5.26%	459,009	449,886	98.00%	80	142	3.8
\$ 500,000 - 599,999	12	1.71%	533,750	518,852	97.00%	128	56	4.7
\$ 600,000 - 699,999	13	1.85%	649,529	639,851	99.00%	36	42	3.2
\$ 700,000 - 799,999	6	0.85%	779,967	742,875	95.00%	416	32	5.3
\$ 800,000 - 899,999	6	0.85%	849,067	844,812	99.00%	71	24	4.0
\$ 900,000 - 999,999	2	0.28%	987,500	900,000	91.00%	282	18	9.0
\$ 1,000,000 - and over	3	0.43%	1,273,333	1,193,333	94.00%	113	51	17.0
Totals	703	100.00%	273,880	266,066	97.00%	62	1,453	2.1

This data represents all residential sales. Reported sales are dependent upon timeliness of sales and totality of information Reported by participants. The data reflects only The sales published through My Florida Regional MLS and does not include all sales in The Reported areas. Neither The Association/Board nor The MFRMLS is in any way responsible for its accuracy.



Realtors® Association of Lake & Sumter
Multiple Listing YTD Sales and Inventory Report - January 1 to July 31, 2020

Price Range	Sold Units	Market Share	Average List Price	Average Sale Price	% List to Sell	Avg DOM	Inventory on Market	Months Supply
\$ 1 - 49,999	57	1.37%	102,447	26,143	26.00%	88	5	0.6
\$ 50,000 - 59,999	24	0.58%	69,386	55,606	80.00%	67	17	5.0
\$ 60,000 - 69,999	43	1.03%	68,674	64,781	94.00%	53	19	3.1
\$ 70,000 - 79,999	45	1.08%	79,169	73,667	93.00%	52	15	2.3
\$ 80,000 - 89,999	54	1.30%	90,848	85,723	94.00%	52	14	1.8
\$ 90,000 - 99,999	65	1.56%	101,614	94,714	93.00%	71	12	1.3
\$ 100,000 - 119,999	128	3.08%	116,755	109,883	94.00%	72	24	1.3
\$ 120,000 - 139,999	216	5.20%	135,345	129,448	96.00%	54	44	1.4
\$ 140,000 - 159,999	245	5.90%	155,580	150,519	97.00%	52	57	1.6
\$ 160,000 - 179,999	290	6.98%	173,731	169,676	98.00%	52	66	1.6
\$ 180,000 - 199,999	317	7.63%	194,835	189,763	97.00%	50	69	1.5
\$ 200,000 - 249,999	935	22.50%	230,989	225,086	97.00%	56	251	1.9
\$ 250,000 - 299,999	697	16.77%	278,300	272,282	98.00%	54	224	2.3
\$ 300,000 - 349,999	397	9.55%	331,100	323,355	98.00%	59	147	2.6
\$ 350,000 - 399,999	241	5.80%	380,708	373,379	98.00%	72	124	3.6
\$ 400,000 - 499,999	201	4.84%	455,712	442,991	97.00%	70	142	5.0
\$ 500,000 - 599,999	80	1.93%	557,165	540,742	97.00%	106	56	4.9
\$ 600,000 - 699,999	55	1.32%	664,291	642,588	97.00%	67	42	5.4
\$ 700,000 - 799,999	26	0.63%	770,331	739,846	96.00%	174	32	8.6
\$ 800,000 - 899,999	19	0.46%	882,143	845,256	96.00%	115	24	8.8
\$ 900,000 - 999,999	9	0.22%	1,030,433	934,500	91.00%	111	18	14.0
\$ 1,000,000 - and over	11	0.26%	1,317,627	1,274,818	97.00%	89	51	32.5
Totals	4,155	100.00%	261,464	253,174	97.00%	60	1,453	2.5

This data represents all residential sales. Reported sales are dependent upon timeliness of sales and totality of information Reported by participants. The data reflects only The sales published through My Florida Regional MLS and does not include all sales in The Reported areas. Neither The Association/Board nor The MFRMLS is in any way responsible for its accuracy.

Realtors® Association of Lake & Sumter

Four Year Sales and Inventory History 2016 - 2020
Compiled from Monthly Sales and Inventory Reports

Month	Monthly Sales	Average List Price	Average Sale Price	% Diff Sell/List	Avg DOM	Current Inventory	Months Inventory
8/1/2016	629	214,739	205,355	96%	76	2,886	4.6
9/1/2016	574	209,975	202,002	96%	72	2,922	5.1
10/1/2016	522	210,393	203,607	97%	66	2,936	5.6
11/1/2016	495	215,558	205,859	96%	77	2,846	5.7
12/1/2016	558	209,812	201,334	96%	82	2,752	4.9
1/1/2017	455	210,649	201,563	96%	75	2,776	6.1
2/1/2017	468	220,712	209,503	95%	80	2,761	5.9
3/1/2017	726	223,987	215,179	96%	72	2,746	3.8
4/1/2017	635	212,320	203,582	96%	66	2,677	4.2
5/1/2017	743	224,765	217,063	97%	69	2,717	3.7
6/1/2017	734	226,492	219,707	97%	72	2,721	3.7
7/1/2017	646	228,168	220,977	97%	57	2,698	4.2
8/1/2017	618	227,097	219,870	97%	67	2,668	4.3
9/1/2017	488	229,009	220,595	96%	63	2,677	5.5
10/1/2017	528	227,819	221,679	97%	62	2,648	5.0
11/1/2017	546	230,618	223,281	97%	64	2,624	4.8
12/1/2017	609	239,821	231,211	96%	58	2,542	4.2
1/1/2018	440	242,404	233,793	96%	58	2,542	5.8
2/1/2018	486	255,957	247,543	97%	73	2,542	5.2
3/1/2018	671	251,797	243,257	97%	65	2,526	3.8
4/1/2018	674	238,045	228,824	96%	57	2,532	3.8
5/1/2018	746	242,884	235,401	97%	58	2,550	3.4
6/1/2018	686	252,102	244,744	97%	56	2,546	3.7
7/1/2018	659	240,543	233,770	97%	48	2,547	3.9
8/1/2018	720	244,879	237,084	97%	57	2,579	3.6
9/1/2018	574	244,286	237,308	97%	53	2,615	4.6
10/1/2018	653	241,118	233,179	97%	58	2,704	4.1
11/1/2018	592	235,432	227,927	97%	51	2,771	4.7
12/1/2018	591	239,296	230,040	96%	54	2,707	4.6
1/1/2019	433	223,902	214,941	96%	59	2,794	6.5
2/1/2019	515	244,886	236,163	96%	70	2,801	5.4
3/1/2019	698	253,041	243,488	96%	67	2,613	3.7
4/1/2019	802	248,304	240,167	97%	60	2,502	3.1
5/1/2019	736	253,880	245,794	97%	60	2,395	3.3
6/1/2019	748	259,289	251,814	97%	63	2,244	3.0
7/1/2019	768	244,899	237,436	97%	58	2,145	2.8
8/1/2019	692	255,483	246,479	96%	55	2,100	3.0
9/1/2019	652	248,371	239,299	96%	61	2,085	3.2
10/1/2019	651	247,991	241,123	97%	60	2,091	3.2
11/1/2019	587	253,483	244,896	97%	56	2,036	3.5
12/1/2019	646	270,468	261,048	97%	66	1,967	3.0
1/1/2020	534	254,844	245,678	96%	65	1,966	3.7
2/1/2020	579	255,504	246,742	97%	60	1,921	3.3
3/1/2020	757	262,603	254,454	97%	59	1,988	2.6
4/1/2020	517	249,277	241,441	97%	55	1,866	3.6
5/1/2020	459	265,212	255,480	96%	54	1,723	3.8
6/1/2020	606	264,724	257,636	97%	62	1,617	2.7
7/1/2020	703	273,880	266,066	97%	62	1,453	2.1



**CITY OF UMATILLA
AGENDA COVER SHEET**

DATE: September 9, 2020

MEETING DATE: September 15, 2020

SUBJECT: Ordinance 2020 – J, first reading

ISSUE: Cemetery Ordinance revision

BACKGROUND SUMMARY: At the August 18th Council meeting a review and discussion took place on the Cemetery Ordinance.

The ordinance presented for consideration at tonight’s meeting rescinds Code of Ordinance Chapter 14 Cemeteries. Attachment “A” presents a streamlined chapter that allows for the adoption of Rules, Regulations and Restrictions by resolution.

The second reading of the ordinance will take place at the October 6th meeting. After the adoption of the ordinance, Council will be asked to adopt a resolution outlining Rules, Regulations and Restrictions for the city cemeteries. The resolution will also include the fee schedule for cemetery plots.

STAFF RECOMMENDATIONS: Approval of Ordinance 2020-J, 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 **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:

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Karen H. Howard, MMC
City Clerk

Kevin Stone
City Attorney

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

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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

**CITY OF UMATILLA
AGENDA COVER SHEET**

DATE: September 10, 2020

MEETING DATE: September 15, 2020

SUBJECT: Ordinances 2020-K, 2020-K-1, and 2020-K2, second reading

ISSUE: Annexation, Small Scale Comprehensive Plan Amendment, and Rezoning

BACKGROUND SUMMARY: Application has been made for annexation, small scale comprehensive plan amendment and rezoning on a 0.086 +/- parcel west of SR 19, East of Altoona Road, and south of SR 42. The applicant desires to hook up to city water.

A residential home is currently on the property and if annexation is approved would continue to be utilized as such and be subject to the city's non-conforming regulations.

A question was raised during the first reading regarding the signatures of both property owners being obtained. Backup material includes two signed and notarized Owner's Affidavits.

Ordinance 2020-K Annexation. The property is eligible to annex into the city because the city limits are adjacent to the southern and western property boundaries.

Ordinance 2020-K-1 Small Scale Comprehensive Plan Amendment. The proposed Comprehensive Plan Amendment is from Lake County Rural Transition/Rural Support Corridor to the city's General Commercial designation.

The Amendment meets Future Land Use policies: General Pattern of Commercial Land Use; the Promotion of Orderly and Compact Growth; and Land Use Designations and Maximum Intensity and Density.

There is no requirement to submit Small Scale Comprehensive Plan Amendments to the Department of Economic Opportunity. Once Council adopts the ordinance at the second reading affected property owners have a right to appeal within 31 days.

Ordinance 2020-K-2 Rezoning. The proposed rezoning of C-2 is consistent with Lake County zoning. The existing use as single family residential is considered a non-conforming use and is subject to the Land Development Regulations Chapter 3, Section 7, which has been included as back up material.

STAFF RECOMMENDATIONS: Three separate motions:

2020-K Annexation: Motion to approve annexation of Sanchez property.

Sanchez 2020-K Annexation, 2020-K-1 Small Scale Comprehensive Plan, 2020-K-2 Rezoning

2020-K-1 Small Scale Comprehensive Plan Amendment: Motion to approve Small Scale Comprehensive Plan Amendment

2020-K-2 Rezoning: Motion to approve rezoning to C-2.

FISCAL IMPACTS: N/A

COUNCIL ACTION:

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

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



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned authority, personally appeared Adrianna Sanchez who being by me first duly sworn on oath, deposes and says:

- 1. That he/she is the fee-simple owner of the property legally described and attached to this application.
2. That he/she desires a Development Approval to accomplish the above desired request, as stated on Page One of this Application.
3. That he/she has appointed Adrianna Sanchez to act as Agent and/or Applicant in their behalf to accomplish the above.

Adrianna Sanchez
Owner's Signature

Personally appeared

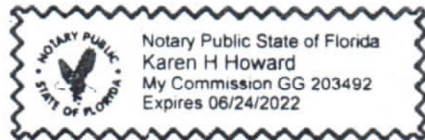
The foregoing instrument was acknowledged before me this 14 day of July, 2020 by Adrianna Sanchez, who is personally known to me or who has produced FL DL as identification and who did or did not take an oath.

Karen H. Howard
Notary Public (Signature)

Karen H. Howard
Name of Notary Public, Typed/Printed

66203492
Commission Number

06/24/2022
My Commission Expires



NOTE: All Applications shall be signed by the Owner(s) of the Property, or some person duly authorized by the Owner to sign. The authority authorizing such person other than the Owner to sign MUST be attached.



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

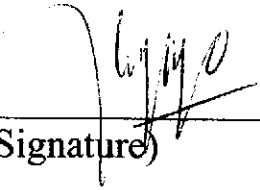
Before me, the undersigned authority, personally appeared Arturo Miranda Padilla, who being by me first duly sworn on oath, deposes and says:

1. That he/she is the fee-simple owner of the property legally described and attached to this application.
2. That he/she desires a Development Approval to accomplish the above desired request, as stated on Page One of this Application.
3. That N/A he/she has appointed _____ to act as Agent and/or Applicant in their behalf to accomplish the above.

Arturo Miranda Padilla

Owner's Signature

The foregoing instrument was acknowledged before me by means of Physical Presence or ___ Online Notarization, this 3rd day of September, 2020, by Arturo Miranda Padilla, ___ who is personally known to me or ___ who has produced U.S. Passport as identification and who did or did not take an oath. #583596571



Notary Public (Signature)

Thuy T. Ngo

Name of Notary Public, Typed/Printed

GG329051

Commission Number

04/30/2023

My Commission Expires



Thuy T. Ngo
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG329051
Expires 4/30/2023

NOTE: All Applications shall be signed by the Owner(s) of the Property, or some person duly authorized by the Owner to sign. The authority authorizing such person other than the Owner to sign MUST be attached.

P.O. Box 2286 • 1 S. Central Ave. • Umatilla, FL 32784 • (352)669-3125 • fax (352)669-8313 • www.umatillafl.org

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

ANNEXATION, SSCPA AND REZONING

Owner: Adrianna Sanchez

General Location: West of SR 19 and East of West Altoona Road

Number of Acres: 0.086 ± acres

Existing Zoning: Lake County Commercial (C-2)

Proposed Zoning: General Commercial & Warehouse (C-2)

Existing Land Use: Rural Transition/Rural Support Corridor

Proposed Land Use: General Commercial

Date: July 28, 2020

Description of Project

The owner is seeking annexation, small scale comprehensive plan amendment and a zoning of General Commercial (C-2). The annexation is requested to receive city water. The existing property is utilized as a residential home. If annexed, it would continue to be utilized as a residential home and would be non-conforming and subject to the City's non-conforming regulations.

	Surrounding Zoning	Surrounding Land Use
North	County C-2	County Rural Transition/Rural Support Corridor
South	City C-2	General Commercial
East	County C-2	County Rural Transition/Rural Support Corridor
West	City PFD	Institutional

Assessment

Annexation

The City limits are adjacent to the southern and western property boundaries; therefore the site is eligible for annexation.

Comprehensive Plan Amendment

The proposed comprehensive plan amendment is from Lake County Rural Transition/Rural Support Corridor to City of Umatilla General Commercial. The maximum development allowed within Lake County is an ISR of 0.50 and the maximum development proposed within the City is an ISR of 0.75.

Rezoning

The proposed rezoning to City C-2 is consistent with the existing Lake County zoning. The C-2 category does allow for a caretakers residence as a Special Exception Use in conjunction with a business. The existing use of single family residential would be considered a non-conforming use and subject to the City's Nonconformance provisions of Chapter 3, Section 7.

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 1-1.3.2: General Pattern of Commercial Land Use.

Three commercial land use categories shall be designated on the Future Land Use Map: Commercial General, Commercial Wholesale, and Commercial Tourist. Higher intensive commercial activities shall be directed toward the existing business district located near S.R. 19 (Central Avenue). These commercial categories serve to prevent high intensive commercial uses from dispersing throughout the rest of the City.

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 1-2.1.1: Land Use Designations and Maximum Intensity and Density.

Density is calculated on net acreage, which for this purpose is the total acreage minus open water bodies and minus wetlands. The density for the wetlands is calculated as 1 dwelling unit/acre, but those units may not be located within the wetlands. The Future Land Use Map Series shall designate areas for the following uses:

12. General Commercial - 75% maximum of impervious surface ratio per parcel, which includes building coverage. Development shall be limited to retail sales and services as defined in Policy 1-

2.3.1. Residential uses may be permitted 2nd floor or above up to 12 dwelling units/acre.

In addition, the subject amendment will not degrade level of service standards for public facilities

Rezoning

Staff recommends approval of the rezoning.

ORDINANCE 2020 - K

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 0.086 ± ACRES OF LAND GENERALLY LOCATED WEST OF SR 19 AND EAST OF WEST ALTOONA 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, a petition has been submitted for annexation of approximately 0.086 acres of land generally located west of SR 19 and east of West Altoona Road (the "Property") by Adrianna Sanchez as Owner;

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

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

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

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

Section 1.

The following described property consisting of approximately 0.086 acres of land generally located west of SR 19 and east of West Altoona Road, is hereby incorporated into and made part of the City of Umatilla Florida. The property is more particularly described as follows:

LEGAL DESCRIPTION: The South 1/2 of Lot L, of Francis J. Hinsons plan of the Town of Altoona, according to the Plat thereof as recorded in Plat Book 1, Pages 28 and 29, of the Public Records of Lake County, Florida.

Alternate Key # 3560639

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

Section 3.

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

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

Section 5. Utilities. The property is located within the City's Chapter 180, Florida Statutes, Utility District. The owner hereby agrees that the City shall be the sole provider of water and wastewater services

49 to the property subject to this Ordinance when such services become available subject to the rules and
50 regulations established by State and Federal regulatory agencies, and applicable City ordinances, policies,
51 and procedures. For the purposes of this Section 5, 'available' shall mean when the City's potable water
52 system comes within 300' of the private water system or any of the central lines of such private system
53 and when the City's wastewater system comes within 1,000' of the private treatment system or any central
54 lines of such private system. Distances shall be measured as a curb line distance within the right of way
55 or the centerline distance within an easement. The owner further agrees that when the City provides
56 notice that such utilities are available; the owner shall connect to the applicable system within 12 months
57 of the date of the City's written notice.

58
59 **Section 6.**
60 This Ordinance shall become effective immediately upon passage by the City Council of the City of
61 Umatilla.

62
63
64 **PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County, Florida,
65 this _____ day of _____, 2020.

66
67
68 _____
69 Eric Olson, Mayor
70 City of Umatilla, Florida

71
72
73 ATTEST: Approved as to Form:
74
75
76 _____
77 Karen H. Howard, MMC Kevin Stone
78 City Clerk City Attorney

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

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96



CR-42

MAIN-ST

Subject Property

SR-19

HINSON-RD

RE-A-WAY

ORDINANCE 2020 – K-1

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 0.086 ± ACRES OF LAND DESIGNATED LAKE COUNTY RURAL TRANSITION TO GENERAL COMMERCIAL IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY ADRIANNA SANCHEZ LOCATED WEST OF US 19 AND EAST OF WEST ALTOONA 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 Adrianna Sanchez as owner, requesting that real property within the city limits of the City of Umatilla be assigned a land use designation from Lake County Rural Transition to City General Commercial under the Comprehensive Plan for the City of Umatilla;

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

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

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

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

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

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

Section 1: Purpose and Intent.

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

LEGAL DESCRIPTION: The South ½ of Lot L, of Francis J. Hinsons plan of the Town of Altoona, according to the Plat thereof as recorded in Plat Book 1, Pages 28 and 29, of the Public Records of Lake County, Florida.

Alternate Key # 3560639

- A. That a copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Umatilla as a matter of permanent record of the City, and that matters and

49 contents therein are made a part of this ordinance by reference as fully and completely as
50 if set forth herein, and such copy shall remain on file in said office available for public
51 inspection.
52

53 B. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the
54 changes adopted in this Ordinance and to reflect the same on the Comprehensive Land
55 Use Plan Map of the City of Umatilla.
56

57 **Section 2: Severability.**

58 If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void,
59 unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall
60 remain in full force and effect.
61

62 **Section 3:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.
63

64 **Section 4: Effective Date.**

65 This Ordinance shall become effective 31 days after its adoption by the City Council. If this
66 Ordinance is challenged within 30 days after its adoption, it may not become effective until the
67 state land planning agency or Administrative Commission, respectively, issues a final order
68 determining that this Ordinance is in compliance.
69
70

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

74 _____
75 Eric Olson, Mayor
76 City of Umatilla, Florida
77

78 ATTEST:

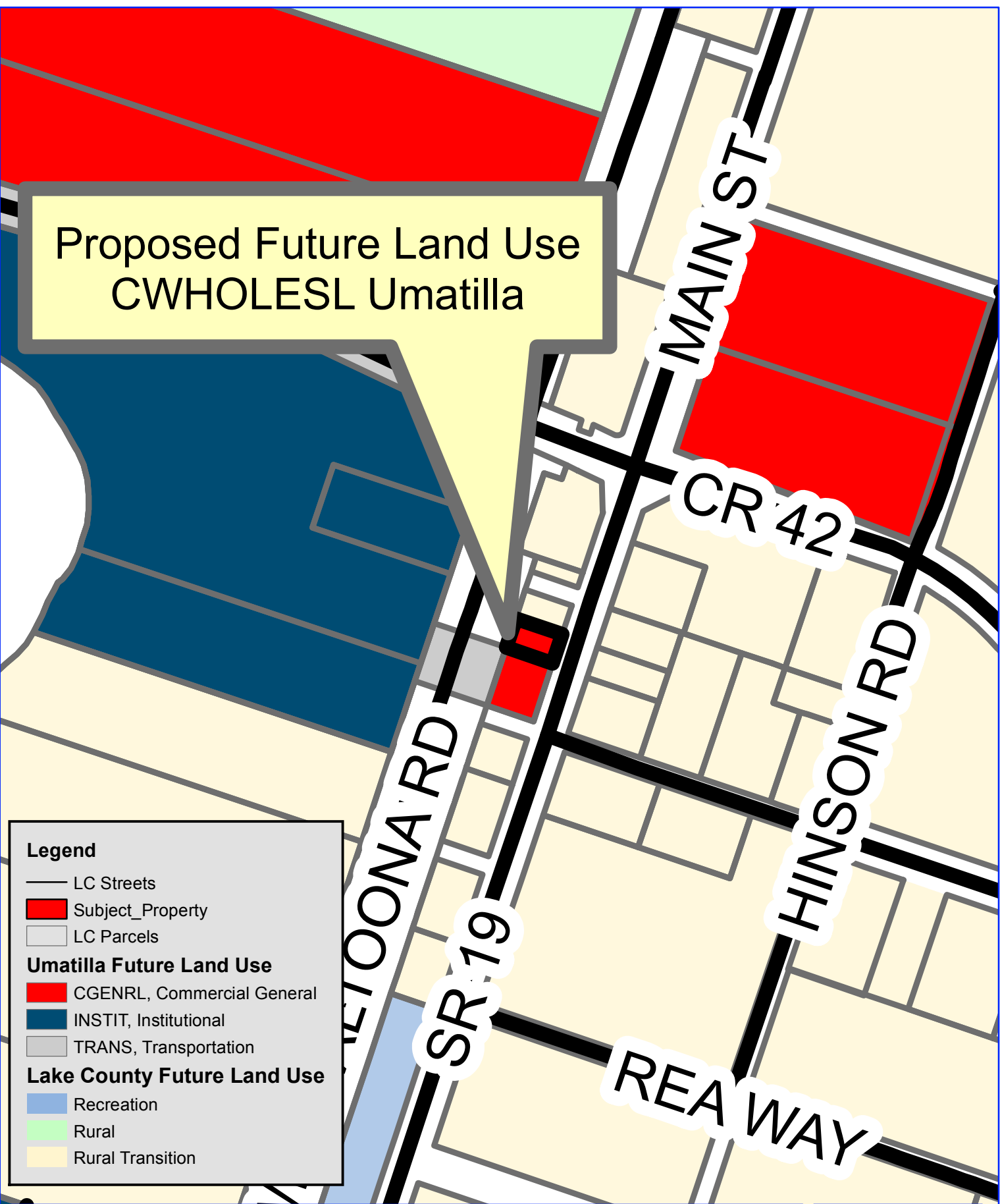
Approved as to Form:

79
80
81 _____
82 Karen H. Howard, MMC
83 City Clerk
84

Kevin Stone
City Attorney

85
86 Passed First Reading _____
87 Passed Second Reading _____
88 (SEAL)
89

Proposed Future Land Use
CWHOLESL Umatilla



Legend

- LC Streets
- Subject_Property
- LC Parcels

Umatilla Future Land Use

- CGENRL, Commercial General
- INSTIT, Institutional
- TRANS, Transportation

Lake County Future Land Use

- Recreation
- Rural
- Rural Transition



1 inch = 200 feet

**City of Umatilla
Sanchez Property**

Lake County, Florida
Proposed Future Land Use Map

Project No.: 399-20-01
File Name: Prop FLU.mxd
Project Name: Sanchez
Project Manager: Sherie L
Creation Date: July 29, 2020
Created By: J.Meier



1
2
3 **ORDINANCE 2020 – K - 2**

4 **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA,**
5 **RECLASSIFYING 0.086 ± ACRES OF LAND ZONED LAKE COUNTY COMMERCIAL (C-2) TO**
6 **THE DESIGNATION OF GENERAL COMMERCIAL AND WAREHOUSE (C-2) IN THE CITY**
7 **OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY ARDIANNA**
8 **SANCHEZ, LOCATED WEST OF SR 19 AND EAST OF WEST ALTOONA ROAD; DIRECTING**
9 **THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER**
10 **APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER**
11 **AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR AN**
12 **EFFECTIVE DATE.**

13 **WHEREAS,** a petition has been submitted by Adrianna Sanchez as Owner, to rezone
14 approximately 0.086 acres of land from Lake County Commercial (C-2) to City of Umatilla General
15 Commercial and Warehouse (C-2);

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 General Commercial (C-2) 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:** The South ½ of Lot L, of Francis J. Hinsons plan of the Town of
38 Altoona, according to the Plat thereof as recorded in Plat Book 1, Pages 28 and 29, of the Public
39 Records of Lake County, Florida.

40
41 **Alternate Key # 3560639**

42
43 **Section 2: Zoning Classification.**

44 That the property shall be designated as C-2, General Commercial, in accordance with Chapter 6, Section
45 2(m) of the Land Development Regulations of the City of Umatilla, Florida.

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

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

56
57 **Section 5: Effective Date.**
58 This Ordinance shall become effective immediately upon passage by the City Council of the City of
59 Umatilla.

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

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65
66
67 _____
68 Eric Olson, Mayor
69 City of Umatilla, Florida

70
71 ATTEST:

Approved as to Form:




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76 Karen H. Howard, MMC
77 City Clerk

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82 Kevin Stone
83 City Attorney

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Passed First Reading _____
Passed Second Reading _____
(SEAL)

Proposed Zoning C2 Umatilla

Legend

-  LC Streets
-  Subject_Property
-  LC Parcels

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

Lake County Zoning

-  "A" Agriculture District
-  "R-3" Medium Residential District
-  "R-6" Urban Residential District
-  "C-2" Community Commercial District
-  "CP" Planned Commercial District
-  "CFD" Community Facility District

ALTOONA RD

SR 19

CR 42

HINSON RD

REA WAY



1 inch = 200 feet

**City of Umatilla
Sanchez Property**

Lake County, Florida
Proposed Zoning Map

Project No.: 399-20-01
File Name: Prop Zoning.mxd
Project Name: Sanchez
Project Manager: Sherie L
Creation Date: July 29, 2020
Created By: J.Meier





UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF August 25, 2020 – August 31, 2020

ARRESTS

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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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REPORTS FILED

8/25/2020	11:32 am	Officers took a report of fraudulent activity on a checking account.
8/27/2020	5:45 am	Officers responded to a residential fire on Lori Court.
8/27/2020	10:45 am	Officers were given a wallet for safe keeping that was located on post office property. Attempts to reach the owner have been made.

ACTIVITY BREAKDOWN

ARRESTS	0
DISPATCHED CALLS	111
TRAFFIC STOPS	28
TRAFFIC CITATIONS ISSUED	3

**CODE ENFORCEMENT
through 09/08/2020**

CASE	ALT KEY	ADDRESS	DATE	VIOLATION	
16-00015	1501482	410 N ORANGE AVE		IN COMPLIANCE WITH ORDER AS OF 5/27/2018 FINE DUE \$10,992.90	Fine Certified on 6/21/2017; COF \$ 25/day starting 3/17/1
17-00007	1500168	546 GUERRANT ST		property was abated, fine stopped on August 1, 2018 TOTAL FINE DUE \$20,508.33 (375 DAYS @ \$50/DAY + ABATEMENT AND ADMIN FEES)	Fine certified on 8/16/2017 COF \$50/day starting 7/22/17
17-00166	1500842	398 ROSE ST	10/18/2017	ROOF DEFECT, TREE BRANCHES/GUTTER DOWN, GRASS OVERGROWN, UNKEMPT	CN MAILED
18-00015	1499429	128 CASSADY ST	1/23/2018	Trash, fence, grass, junk	
17-00139	1130662	195 BULLDOG LN	8/9/2017	Went to Cert. of Fine. Still accruing daily fine of \$50.00 per day. Fine as of July 24, 2019 fine is \$24,557.34	
18-00048	1499429	128 CASSADY ST	3/7/2018	SPECIAL MASTER GRANTED 90 DAYS FOR COMPLIANCE (REINSPECTION 1 MAY, 2019) \$50/DAY IF NOT IN COMPLIANCE	
18-00215	1122422	911 N CENTRAL AVE	10/23/2018	SPECIAL MASTER GRANTED 30 DAYS TO OBTAIN PERMIT AND ANOTHER 30 DAYS TO BEGIN WORK THEREAFTER- POSSIBLE CRA APPLICATION TO FOLLOW	
18-00219	2925779	208 LORI COURT	11/13/2018	SPECIAL MASTER GRANTED 30 DAYS FOR COMPLIANCE (REINSPECTION MARCH 4, 2019) \$50/DAY IF NOT IN COMPLIANCE (10,500 as of 9/30/2019)	
19-00021	1500842	398 ROSE ST	2/20/2019	ABATEMENT NOTICE POSTED 2/26/2019 - USDA Foreclosure	
19-00044	1806470	41 N OAK AVE	4/2/2019	ABANDONED VEHICLES - RV AND SUV	
19-00130	1201713	390 EAST LAKE ST	9/9/2019	LIFE SAFETY HAZARD WAS REMOVED, MONITORING FOR REMOVAL THE DEBRIS LEFT FROM THE TREE THEY CUT DOWN	
19-00153	1130883	191 N CENTRAL AVE	11/5/2019	ACCUMULATION OF TRASH, JUNK, DEBRIS ON PROPERTY PARTIAL COMPLIANCE - MONITOR FOR COMPLETION	
19-00154	1501695	180 N KENTUCKY	11/5/2019	ACCUMULATION OF TRASH, JUNK, DEBRIS ON PROPERTY, INOPERABLE VEHICLE ON PROPERTY WITHIN VIEW OF RIGHT-OF-WAY	
20-00008	1129991	433 N CENTRAL AVE	1/22/2019	Improper outdoor display of merchandise - partial compliance - some items have been moved from the right-of-way to the fenced yard. VN sent 7/14/2020	
20-00050	1130662	195 BULLDOG LN	5/19/2020	additional violations regarding continued deterioration of the property.	
20-00054	1501172	204 W Ocala ST	5/28/2020	ABOVE GROUND POOL INSTALLED WITHOUT PERMIT. NO FENCE AROUND POOL AND LADDER INSTALLED pool currently empty - monitor	
20-00076	1130867	235 N CENTRAL AVE	6/19/2020	WASHOUT OF SAND FROM PROPERTY INTO STORM DRAIN SYSTEM.	
20-00078	1737516	152 CASSADY ST	6/19/2020	INJURIOUS VEGETATION CLIMBING POWER LINES FROM OVERGROWN HEDGE - PARTIAL COMPLIANCE, WORK CONTINUES	
20-00079	1692407	136 CASSADY ST	6/19/2020	UNHEALTHY TREE GROWING OVER POWER LINE ; Duke responded, the work will require a planned outage. They will let us know when.	
20-00080	1755280	167 CASSADY	6/19/2020	DEAD TREE ON PROPERTY DETERIORATING, TREE HAS BEEN CUT DOWN, SOME DEBRIS REMAINS IN YARD - NO REMAINING LIFE SAFETY HAZARD	
20-00081	112242	911 N CENTRAL AVE	6/24/2020	LOW HANGING TREES POSING DANGER TO PEDESTRIANS AND MOTORISTS, UNMAINTAINED RETENTION PONDS,	
20-00082	1129320	51 WAFFORD STREET	6/24/2020	VACANT NEW CONSTRUCTION HOUSE LOT NOT BEING MAINTAINED MAIL WAS RETURNED "MOVED LEFT NO ADDRESS, UNABLE TO FORWARD"	
20-00083	1499852	501 TUTUOLA	6/24/2020	VACANT LOT OVERGROWN MAIL WAS RETURNED "MOVED LEFT NO ADDRESS, UNABLE TO FORWARD"	
20-00085	3551192	5 CAYMAN CIR	7/6/2020	TRASH AT CURB NOT IN CONFORMANCE WITH CURBSIDE COLLECTION STANDARD, INOPERABLE VEHICLE, JUNK ON PROPERTY, FENCE INSTALLED WITHOUT PERMIT PARTIAL	
20-00086	3551150	25 CAYMAN	7/6/2020	ACCUMULATION OF JUNK AND OTHER UNSIGHTLY OR UNSANITARY MATTER IN YARD, DRIVEWAY	
20-00090	1499615	749 S CENTRAL AVE	7/8/2020	TREES DANGEROUSLY LOW OVER PUBLIC ACCESS AREAS partial compliance - ONE BRANCH STILL TOO LOW, MR TRACY SAID HE WOULD TRIM IT 8/7/2020	
20-00093	1499381	42 S TROWELL AVE	7/14/2020	REFERRAL FROM VAUGHAN AT PUBLIC WORKS REFERENCE HEDGES, BUSHES GROWING OVER THE SIDEWALK	
20-00094	1201578	648 WINOGENE	7/15/2020	RECURRING OFFENDER- ANONYMOUS COMPLAINT REFERENCE PROPERTY OWNER'S LACK OF ATTENTION TO MAINTENANCE	
20-00095	2966947	49 CAYMAN CIR	7/27/2020	RECURRING OFFENDER GRASS OVERGROWN	
20-00098	1128625	80 N CENTRAL AVE	8/5/2020	COMPLAINT REFERENCE ILLEGAL SIGNAGE ON BUILDING WALL FOR A COMPANY NOT IN UMATILLA (MASTERPIECE FLOORING - FRUITLAND PARK)	
20-00101		793 KENTUCKY AVE	8/13/2020	ACCUMULATION OF TRASH JUNK AND DEBRIS IN FRONT YARD	
20-00102	1406838	310 N CENTRAL AVE	8/19/2020	COMPLAINT OF DANGEROUS TREE LEANING TOWARD ADJACENT BUSINESS	
20-00103	149923	793 S CENTRAL AVE (SUNOCO)	8/24/2020	UNKEMPT PROPERTY	
20-00104	1406765	245 EAST LAKE ST	8/31/2020	UNLICENSED / INOPERABLE VEHICLE IN FRONT YARD MORE THAN 10 DAYS	
20-00105	3866475	98 ORANGE LN	9/2/2020	REFERRAL REFERENCE TREE DEBRIS IN MEDIAN ON TROWELL NEXT TO THE CHURCH.	
20-00106	1406684	40 BULLDOG LN	9/8/2020	GRASS OVERGROWN, PROPERTY UNKEMPT	
20-00107					
20-00108					
20-00109					
20-00110					

- COMPLETE - FINE DUE
- CURRENTLY ACCRUING DAILY FINES
- COMPLETED - CASE CLOSED
- CERTIFICATION OF FINE PENDING
- PERMIT EXPIRED
- SPECIAL MASTER AUGUST 26 IF NOT COMPLIANT
- REFERRED TO DUKE ENERGY
- ABATEMENT - LIEN RECORDED



Umatilla Public Library August 2020



2020	JAN	FEB	JUNE	JULY	AUG
Visits	4915	9122			
Checkouts	3447	3661	3740	5048	3163
E-Books (digital)	446	409	514	531	529
Total Circulation	3893	4070	4254	5579	3692
New Patrons	39	38	13	16	16
Computer use	1238	1268			
Wireless (inc above)	820	864			
YA programs (attend)	876	695			
Adult programs	48	30			
Children's Programs	230	323			
Website visits	170	252			
Meeting room attend.					
Cash to city	\$727.66	\$451.11			\$127.58

Covid-19 has changed many things here at the library. One area we reconfigured was how to serve our teen population. We created a study hall in our teen room that follows safety regulations. The library has been working closely with Umatilla High School to promote our study hall. Students bring their own devices and are able to use our WI-FI to complete schoolwork. At present we have space for 16 students.

We opened our lobby to patrons on 8/24/2020. People are happy to come in and pick up their books and say hello. Some of our patrons still prefer to use our curbside service so we are continuing that as well. Our children's department is still doing curbside service through the front entrance.

Other services we are providing: notary service, faxing, and printing. Patrons are able to email documents to a special email address and we print them off for them. This has been a big help for many patrons.



UMATILLA PUBLIC LIBRARY

LIBRARY SPONSORED STUDY HALL



**MONITORED
ENVIRONMENT**

IMPORTANT INFO

- Bring your own devices.
- A place for Umatilla students to do their coursework free from distractions.
- Limited spots available!
- Resources available through the Lake County Library System Databases.
- Masks are required to enter the study hall.
- Temperatures taken at the door.

LIBRARY HOURS

- Mon - Fri: 9am - 5pm
- Sat & Sun: CLOSED

SESSION HOURS

Students will be allowed access to the study hall depending on which session they choose.

- Session 1: 9am - 12pm
- Session 2: 1pm - 4pm

FREE WIFI

For more information call us at (352) 669-3284!

Limited to students grades 6th - 12th!

