

UMATILLA CITY COUNCIL MEETING
November 1, 2022 at 6:00 PM
Council Chambers, 1 S. Central Avenue, Umatilla, Florida

Pledge of Allegiance and Prayer

Please silence your electronic devices

CALL TO ORDER
ROLL CALL

AGENDA REVIEW

MINUTES REVIEW

1. *City Council Meeting Minutes dated October 18, 2022*
2. *CRA Board Meeting Minutes dated October 18, 2022*

MAYOR'S MESSAGE

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 at 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 Council 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.

PRESENTATIONS

CONSENT AGENDA

1. *Cattle Lease Agreement*

PUBLIC HEARINGS / ORDINANCES / RESOLUTIONS

NEW BUSINESS

REPORTS

City Attorney

1. *City Manager Evaluation*

City Council

Staff Members

ADJOURNMENT

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

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

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

UMATILLA CITY COUNCIL MEETING
October 18, 2022, 6:00 PM
Council Chambers, 1 S. Central Avenue, Umatilla, Florida

Mayor Adcock called the meeting to order.

Mayor Adcock led the Pledge of Allegiance and gave an Invocation.

The meeting was called to order at 6:00 p.m.

PRESENT: Mayor Kent Adcock; Vice Mayor Chris Creech; Council Members Kaye Adams, Bryan Butler; John Nichols; Attorney Kevin Stone; Aaron Mercer, Director of Development and Public Services; Regina Frazier, Finance Administration Director; Adam Bolton, Police Chief; Amy Stultz, Library Director; Misti Lambert, Assistant to the City Manager; Jessica Burnham, City Clerk

NOT PRESENT: City Manager Scott Blankenship

AGENDA REVIEW

MOTION by Council Member Adams to approve the agenda as presented;
SECOND by Vice Mayor Creech;
Motion APPROVED by unanimous vote.

MINUTES REVIEW

1. City Council Budget Hearing Minutes dated September 20, 2022.
2. City Council Meeting Minutes dated September 20, 2022

MOTION by Council Member Nichols to approve all minutes as presented;
SECOND by Council Member Butler;
Motion APPROVED by unanimous vote.

PUBLIC COMMENT

Mayor Adcock opened public comment

No one spoke

Mayor Adcock closed public comment

PRESENTATIONS

3. Presentation of Proclamation for Florida Government Week

Mayor Adcock read into the record a Proclamation to recognize Florida Government Week.

4. Presentation – GFL Contract

Mr. Mercer introduced Skip McCall with GFL who provided council with a presentation that included current fuel and inflationary impact, and financial impact.

Discussion took place on the current reserves the city has, surrounding cities decisions, and the rate increase.

Council provided staff a unanimous consensus to bring back an amendment to the contract with the adjustment in rates.

CONSENT AGENDA

5. Firefighter's Personal Protection Equipment (PPE) Grant Award
6. Surplus Items

**MOTION by Council Member Adams to approve the Consent Agenda;
SECOND by Vice Mayor Creech;
Motion APPROVED by unanimous vote.**

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

7. Resolution No. 2022-29, Annual Umatilla Cracker Christmas Parade

Kevin Stone, City Attorney, read Resolution No. 2022-29 by title only.

RESOLUTION 2022-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, SUBMITTING A REQUEST TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE TWO NORTH BOUND LANES OF STATE ROAD 19 ON DECEMBER 10, 2022; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

**MOTION by Vice Mayor Creech to approve Resolution No. 2022-29, Annual Umatilla Cracker Christmas Parade;
SECOND by Council Member Adams;
Motion APPROVED by unanimous vote.**

NEW BUSINESS

8. Cattle Lease – Skyline Road

Attorney Stone mentioned that the city has been approached with the opportunity of leasing the property for livestock grazing.

Discussion ensued on any costs associated with leasing property and who would be responsible for maintaining the property.

Council agreed to direct staff to move forward with drafting an agreement and to bring it back to council.

9. Reward for Generator

Police Chief, Adam Bolton, stated the police department is currently investigating the stolen generator and if the investigation leads to a dead end then staff would like to offer an award in the amount not exceed \$250.00.

**MOTION by Vice Mayor Creech to approve a award in the amount not to exceed \$250.00 for the stolen generator if needed;
SECOND by Council Member Nichols;
Motion APPROVED by a unanimous voice vote.**

REPORTS

Aaron Mercer provided council with an update on the sewer project and stated that it is going well.

Mayor Adcock inquired about the trail project leading from Eustis to Umatilla.

Kevin Stone, City Attorney, mentioned to council that his office would be sending out the forms for Mr. Blankenship evaluation performance reviews.

Council Member Butler nothing to report

Vice Mayor Creech had nothing additional to report.

Council Member Adams nothing to report

Council Member Nichols had nothing additional to report.

Chief Bolton had nothing additional to report.

Regina Frazier, Finance & Administration Director, nothing to report.

Misti Lambert, Assistant to the City Manager, nothing to report.

ADJOURNMENT

With no further business for discussion, meeting adjourned at approximately 6:40 p.m.

Kent Adcock, MAYOR

Jessica Burnham
City Clerk

UMATILLA CRA BOARD MEETING
October 18, 2022, 6:00 p.m.
Umatilla Council Chambers 1 S. Central Avenue, Umatilla, FL 32784

MINUTES

Chair Adcock called the meeting to order at 6:00 p.m.

PRESENT: Board Members Kent Adcock; Chris Creech, Kaye Adams, John Nichols, Brian Butler; Staff Members: Aaron Mercer, Director of Development and Public Services; Kevin Stone, City Attorney; Misti Lambert, Assistant to the City Manager; Amy Stultz, Library Director; Regina Frazier, Finance & Administration Director; Adam Bolton, Police Chief ; Jessica Burnham, City Clerk

PUBLIC COMMENTS

There were none.

MINUTES REVIEW

1. Minutes dated September 20, 2022

MOTION by Councilmember Nichols to approve CRA Board Minutes dated September 20, 2022;

SECOND by Council Member Adams;

Motion APPROVED by unanimous vote.

ACTION/DISCUSSION ITEMS

2. CRA Commercial Grant Request – Umatilla Colonial LLC, 9 North Central Avenue owned by Jonathan Jennings

Misti Lambert, Assistant to the City Manager, provided council with a presentation and spoke on the color change of the building that was being proposed.

Mr. Jonathan Jennings spoke to council and stated he has been in contacted with a few restaurants Owners who are interested in coming to Umatilla.

Mayor Adcock opened public comment

No one spoke

Mayor Adcock closed public comment

MOTION by Vice Mayor Creech, to approve matching grant, up to \$10,000 for property Umatilla Colonial LLC, 9 North Central Avenue;

SECOND by Council Member Nichols;

Motion APPROVED by unanimous vote.

ADJOURNMENT

There being no further business for discussion, the meeting was adjourned at 6: 06 p.m.

Kent Adcock, Chairman

Jessica Burnham
City Clerk

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: **October 27, 2022** **MEETING DATE:** **November 1, 2022**

SUBJECT: **Lease Agreement with County Line Cattle Ranch**

ISSUE: **Lease Agreement with County Line Cattle Ranch and City of Umatilla's
property located on Skyline Road**

BACKGROUND SUMMARY:

City Attorney Stone brought up to the City Council at the October 18, 2022 meeting that the city had been approached by County Line Cattle Ranch who was interested in leasing the city's property located on Skyline Road (Twins Pond Road). Council directed staffed to bring back a lease agreement for final approval.

Staff recommends approval for Lease Agreement with County Line Cattle Ranch

FISCAL IMPACTS: N/A

COUNCIL ACTION:

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

LAND MANAGEMENT LEASE AGREEMENT

This Land Management Lease Agreement (“Lease”) is made this ____ Day of _____, 2022, by and between The City of Umatilla, Florida, a Florida Municipal Corporation, and Kevin Lucas, a Florida Resident (“Tenant”),

WHEREAS, Landlord is the owner in fee simple of certain land of approximately 47.55± acres located at TWINS POND ROAD, Umatilla, Florida 32784 (Alt Key Number 3555244), legally described on Exhibit A attached hereto and incorporated herein by reference (“Premises”). The only improvements on the Premises are the fences and gates that surround the Premises; and

WHEREAS, the Premises were acquired by Landlord to be an unimproved portion of the Umatilla Municipal Airport (X23); and

WHEREAS, Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord, subject to and in accordance with the provisions of this Lease,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth here, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Lease Term. Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for a term of 1 year, which term will begin on _____, and automatically renew thereafter each year on the anniversary date for a one year period or until this lease is terminated earlier by either party on the terms and conditions set forth below.

2. Rent. Tenant will pay to Landlord an annual rental amount of \$100.00 per year, such amount to be paid by Tenant to Landlord on or before the first day of each annual period of this Lease. As additional consideration for the Tenant’s rights granted hereunder, Tenant shall manage the vacant land so that it remains in compliance with code, free of debris, rubbish, odors (other than those customary to the uses contemplated hereunder) or other nuisance, and to keep the perimeter fencing and access gate in good and working condition and repair throughout the term of this Lease.

3. Use of Premises; Limitations on Use. Unless otherwise agreed in writing by the parties, it is understood and agreed that Tenant will use the Premises solely for pasturing and grazing cattle. Tenant will not use the Premises for any other purpose without first obtaining the Landlord's written permission, which permission may withheld for any reason or no reason. Tenant will only use the Premises in a lawful manner. Notwithstanding anything else in this Lease, the Tenant’s rights shall be subject to all limitations imposed by law, regulation, recorded instrument, or any agreement between the Landlord and an agency of the United States of America or the State of Florida, including, but not limited to, the Federal Aviation Administration and the Florida

Department of Transportation. Tenant will not allow third parties to use the Premises for pasturing and grazing, nor will Tenant bring livestock belonging to any third party onto the Premises. Tenant will not hunt upon the premises or allow any third party to hunt upon the Premises. Tenant will not construct any improvements on the premises, nor will Tenant remove any fences upon or surrounding the Premises; provided, however, that Tenant will repair or replace the fences and gates surrounding the Premises as provided in Paragraph 5 below. Tenant will not permit any mechanic's liens to be filed against the Premises or Tenant's leasehold interest in the Premises, and Tenant will cause any such liens arising or alleged to arise as a result of Tenant's activities upon the Premises to be paid and released of record without cost to Landlord within 20 days following Tenant's receipt of Landlord's written notice to Tenant regarding the existence of any such lien.

4. Condition of Premises. Landlord makes no representations or warranties concerning the condition of the Premises. Tenant has visually inspected the premises and accepts the Premises "As Is" in their present condition. Utilities are available to the premises. Landlord will facilitate utility connections as requested during the term of this Lease and Tenant shall be responsible for all utility charges incurred during the Term of this Lease in accordance with rate schedules and tariffs on file.

5. Maintenance and Repair. During the term of this Lease, Landlord will have no responsibility with respect to the condition of the Premises, and no responsibility to maintain the pasture land or maintain or repair the fences surrounding the Premises. Tenant will fertilize the pasture land and maintain it in a good and safe condition. Tenant will routinely inspect the fences and gates enclosing the Premises and will maintain and repair the fences and gates as necessary in order to keep them in as good repair as the commencement date of this lease, normal wear and tear excepted.

6. Liability and Indemnity; Insurance. Landlord will not be responsible for the health or safety of the cattle grazing and pasturing on the property, and Landlord will not incur any liability in the event of the death or disease of any of the animals being pastured or grazed. Tenant agrees to indemnify and save harmless the Landlord against any and all claims, demands, or obligations which may be made against Landlord arising out of or by reason of the tenancy created by this Lease, except claims based on Landlord's own negligence. Tenant shall maintain, on a primary basis and at its sole expense, at all times during the Term of this Lease, the insurance described herein. All insurance companies must have financial rating of A- or higher by A.M. Best Company, Inc., and have commercially reasonable deductibles acceptable to the City. Tenant shall maintain Commercial General Liability Insurance at a limit of liability not less than \$1,000,000 each occurrence and a \$1,000,000 annual aggregate, with the City named as an additional insured.

7. Payment of Taxes. Tenancy will pay all taxes, if any, relating to the Premises which arise as a result of the Tenancy hereunder.

8. Compliance with Laws; No Hazardous Materials. During the term of this Lease, Tenant will, at Tenant's sole cost and expense, comply promptly with all applicable statutes, laws, ordinances, regulations, and requirements in effect during the term of this

Lease applicable to the Premises and Tenant's activities thereon. Tenant will not permit any Hazardous Materials (as that term is defined below) to be brought onto, stored in, used in, or disposed of in, on, under or about the Premises except in such quantities as are found in materials used in connection with the operation of Tenant's permitted business on the Premises and which comply with and are handled, used, and disposed of in compliance with the law. As used here, "Hazardous Materials" means: (a) any petroleum or petroleum products, radioactive materials, asbestos, urea formaldehyde foam insulation, transformers or other equipment that contains dielectric fluid containing levels of polychlorinated biphenyls, and radon gas; (b) any chemicals, materials, or substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous wastes, restricted hazardous wastes, toxic substances, toxic pollutants, contaminants, or pollutants, or words of similar import, under applicable law; and (c) any other chemical, material, or substance which is in any way regulated by applicable law.

9. Landlord's Right to Inspect and Enter Upon or Over Premises. Landlord will have the right to enter onto the Premises at any reasonable time for the purpose of inspecting the condition of the Premises and the fences, or any other purpose necessary to protect Landlord's interest in the Premises or to perform Landlord's duties, if any, under this Lease. The Tenant acknowledges that the Premises are part of the Umatilla Municipal Airport master plan area and that the Landlord and the general aviation public will use the airport runways and airspace over and in the vicinity of the Premises.

10. Termination. Notwithstanding anything to the contrary contained in this Lease, either party may terminate this Lease by providing 60 days' written notice to the other party.

11. Assignment and Sublease. Neither party may assign or sublease the Premises or its rights under this Lease without first obtaining a written authorization signed by both parties to this Lease.

12. Surrender. Upon the termination of this Lease, Tenant will vacate the Premises, remove all cattle from the Premises, and surrender and deliver the Premises to Landlord in a state of repair and condition comparable to the state of repair and condition of the Premises at the time Landlord delivered possession to Tenant, reasonable wear and tear excepted. Specifically, without limitation, Tenant will repair any damage to the fences occurring during the course of this Lease before Tenant vacates the Premises.

13. Notices. All notices and other communications required or permitted to be given under this Lease must be in writing and will be deemed delivered on: (a) the date of personal delivery or transmission by telegram or facsimile transmission; (b) the first business day after the date of delivery to a nationally recognized overnight courier service; or (c) the third business day after the date of deposit in the United States mail, addressed to the address set forth in the preamble to this Agreement.

14. Governing Law. This Lease will be governed by and construed in accordance with the laws of the state of Florida, without giving effect to principles of conflicts of law.

15. Waiver. No waiver of any provision of this Agreement will be deemed a waiver of any other provision, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

16. Public Entity Crimes Bill. Section 287.133, Florida Statutes, provides that 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. No Sovereign Immunity Waiver (§ 768.28, F.S.); Applicable Law. Nothing contained in the contract or contracts between the City and the tenant, or in any instruments executed pursuant to the terms of such contract or contracts, shall be construed or interpreted as a waiver by the Board of any right, privilege or immunity, whether in contract or tort, that the Board may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Florida law shall be applied to the interpretation and enforcement of contracts between the City and the Tenant. Nothing in the contract between the City and the Tenant shall require the City to indemnify the Tenant for the Tenant's negligence.

18. Authority. Each person signing this Lease represents and warrants that he, she, or they has the authority to execute and deliver the same on behalf of the party for which he, she, or they is acting.

19. Binding Effect. This Lease will inure to the benefit of and be binding upon the heirs, executors, successors, and assigns of the parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the date first written above.

ATTEST:

THE CITY OF UMATILLA

Gwen Johns, City Clerk

Kent Adcock, Mayor

TENANT

Kevin Lucas

