

UMATILLA CITY COUNCIL MEETING
November 15, 2022 Immediately following LPA
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

ORGANIZATIONAL MEETING

1. *Election of Officers*
 - a. Mayor
 - b. Vice Mayor

2. *Appointments*
 - a. Lake County League of Cities Representative
 - b. City Liaison to Chamber of Commerce
 - c. MPO Board Member and Alternate

MINUTES REVIEW

3. *City Council Meeting Minutes dated November 1, 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

4. *Hatfield Drive Special Event Road Closure*

PUBLIC HEARINGS / ORDINANCES / RESOLUTIONS

5. *First Reading Ordinance No. 2022-115 Industrial Park Comprehensive Plan Amendment*

6. *Resolution 2022-31 Fiscal Year 2021-2022 Final Budget Amendment*

NEW BUSINESS

7. *Agreement with PFM Financial Advisor LLC*

8. *Mebane Street Discussion*

OLD BUSINESS

9. *City Manager Evaluation*

INFORMATIONAL

10. *Olde Mill Stream Letter*

REPORTS

City Attorney
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.

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 12, 2022 **MEETING DATE:** November 15, 2022
SUBJECT: Council Elections
ISSUE: Mayor and Vice Mayor positions

BACKGROUND SUMMARY: In November of every year City Council elects a Mayor and Vice Mayor.

These positions have a term of one year that generally coincides with the second meeting in November. The city holds its elections on even numbered years in conjunction with county, state, and federal elections. This period is consistent with the certification of election results by the Supervisor of Elections office and the swearing-in of newly elected officials.

STAFF RECOMMENDATIONS:

- 1) Nominate an elected official to serve as Mayor, make a motion and second, and vote to confirm the selection of the Mayor.

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

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

COUNCIL ACTION:

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

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 12, 2021 **MEETING DATE:** November 15, 2022

SUBJECT: Appointment to Lake County League of Cities

ISSUE: Selection of Director and Alternate Director for 2022/2023

BACKGROUND SUMMARY: Currently, Mayor Kent Adcock serves as the Director and Vice Mayor Creech serves as the Alternate Director for the Lake County League of Cities. The League’s By – Laws allow for an elected official to serve as a Director and a non – elected official to be named the Alternate Director. The Director is the voting official for the city but the Alternate may vote should the Director not attend the meeting.

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

STAFF RECOMMENDATIONS: Appoint a Director and an Alternate Director to serve on the League of Cities Board of Directors for 2022/2023.

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

COUNCIL ACTION:

Reviewed by City Attorney Yes No vN/A

Reviewed by City Engineer Yes No vN/A

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 12, 2021 **MEETING DATE:** November 15, 2022
SUBJECT: Appointment to Umatilla Chamber of Commerce Board of Directors
ISSUE: City Liaison for Chamber Board

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

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

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

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

FISCAL IMPACTS: N/A

COUNCIL ACTION:

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

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 12, 2022 **MEETING DATE:** November 15, 2022

SUBJECT: **Appointment to Lake-Sumter Metropolitan Planning Organization**

ISSUE: **Selection of Representative and Alternate for 2023**

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

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

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

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

STAFF RECOMMENDATIONS: Appoint two elected officials to serve as the city’s Representative and Alternate for the Lake-Sumter MPO beginning in January 2023.

FISCAL IMPACTS: N/A

COUNCIL ACTION:

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

UMATILLA CITY COUNCIL MEETING
November 1, 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 6:02 p.m.

PRESENT: Mayor Kent Adcock; Council Member Kaye Adams; Council Member John Nichols; Attorney Kevin Stone; Scott Blankenship, City Manager; Regina Frazier, Finance Administration Director; Vaughan Nilson, Public Works Director; Adam Bolton, Police Chief; Amy Stultz, Library Director; Misti Lambert, Assistant to the City Manager; Jessica Burnham, City Clerk

NOT PRESENT: Vice Mayor Chris Creech; Council Member Bryan Butler; Aaron Mercer, Director of Development and Public Services

AGENDA REVIEW

MOTION BY COUNCIL MEMBER ADAMS TO APPROVE THE AGENDA; SECOND BY COUNCIL MEMBER NICHOLS; MOTION APPROVED BY UNANIMOUS VOTE.

MINUTES REVIEW

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

MOTION BY COUNCIL MEMBER ADAMS TO APPROVE ALL MINUTES AS PRESENTED; SECOND BY COUNCIL MEMBER NICHOLS; MOTION APPROVED BY UNANIMOUS VOTE.

PUBLIC COMMENT

Mayor Adcock opened public comment

Tara Donaldson, 491 Guerrant Street, addressed the council on school crossing zone safety issues at Highway 19, Bulldog Lane, and Ocala Street. Ms. Donaldson inquired about having more signage placed in the crosswalks.

Discussion took place on ways to make the crosswalks safer and the training of the city's crossing guards.

Mayor Adcock closed public comment

PRESENTATIONS

CONSENT AGENDA

3. Cattle Lease Agreement

City Manager Blankenship provided council with an overview of the agenda item and City Attorney Stone spoke on the land management and maintenance of the fencing.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE CATTLE LEASE AGREEMENT; SECOND BY COUNCIL MEMBER ADAMS; MOTION APPROVED BY UNANIMOUS VOTE.

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

NEW BUSINESS

REPORTS

City Attorney

4. City Manager Evaluation

City Attorney Stone stated that council provided their evaluation back to his office in regards to City Manager Blankenship and briefly spoke on the scores.

Council agreed to bring the evaluation discussion back at the next meeting so that all members could be present.

City Manager

City Manager Blankenship spoke about the cell tower lease agreement and mentioned that the company wants to extend the lease. City Manager Blankenship also spoke on retaining a financial advisor group to explore financing options for big capital projects as needed.

Council Members

Council Member Adams briefed council the MPO meeting she had attended and the upcoming events being held at the museum.

Council Member Nichols had nothing to report

Mayor Adcock inquired about recognizing Mr. Welton Caldwell.

Staff

Chief Bolton had nothing to report

Regina Frazier had nothing to report

Misti Lambert, mentioned that clean up Umatilla would be held on February 4th, 2022

Amy Stultz had nothing to report

ADJOURNMENT

With no further business for discussion, meeting adjourned at approximately 6:49 p.m.

Kent Adcock, MAYOR

Jessica Burnham
City Clerk

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 9, 2022

MEETING DATE: November 15 2022

SUBJECT: Hatfield Drive Special Event Road Closure

ISSUE: Special Event Application for closure of City Street

BACKGROUND SUMMARY: This is a submission required by the City of Umatilla for Temporary Closing of Hatfield Drive for a Christmas Event sponsored by LaRue Tattoo that will be held on December 3, 2022 starting at 2:00 p.m.

STAFF RECOMMENDATIONS: Approval of Special Event Application for closure of City Street

FISCAL IMPACTS: N/A

COUNCIL ACTION:

Reviewed by City Attorney Yes No N/A

Reviewed by City Engineer Yes No N/A



City of
Umatilla
Florida



Special Events Application

Application must be submitted a minimum of 45 days before event

Applicant Information

Event Sponsor Name: LaRue Tattoo

Address: 680 N Central Ave
Umatilla FL 32784

City: _____ State: _____ ZIP Code: _____

Phone: (352) 6423888 Email Address: jessierobinette12@gmail.com

Event Information

Name of Event: LaRue Tattoo Christmas

Date: 12/03/2022 Time: 1400 Start: 1400 AM PM
End: 2100 AM PM


Location: _____ Anticipated # of Attendees: _____

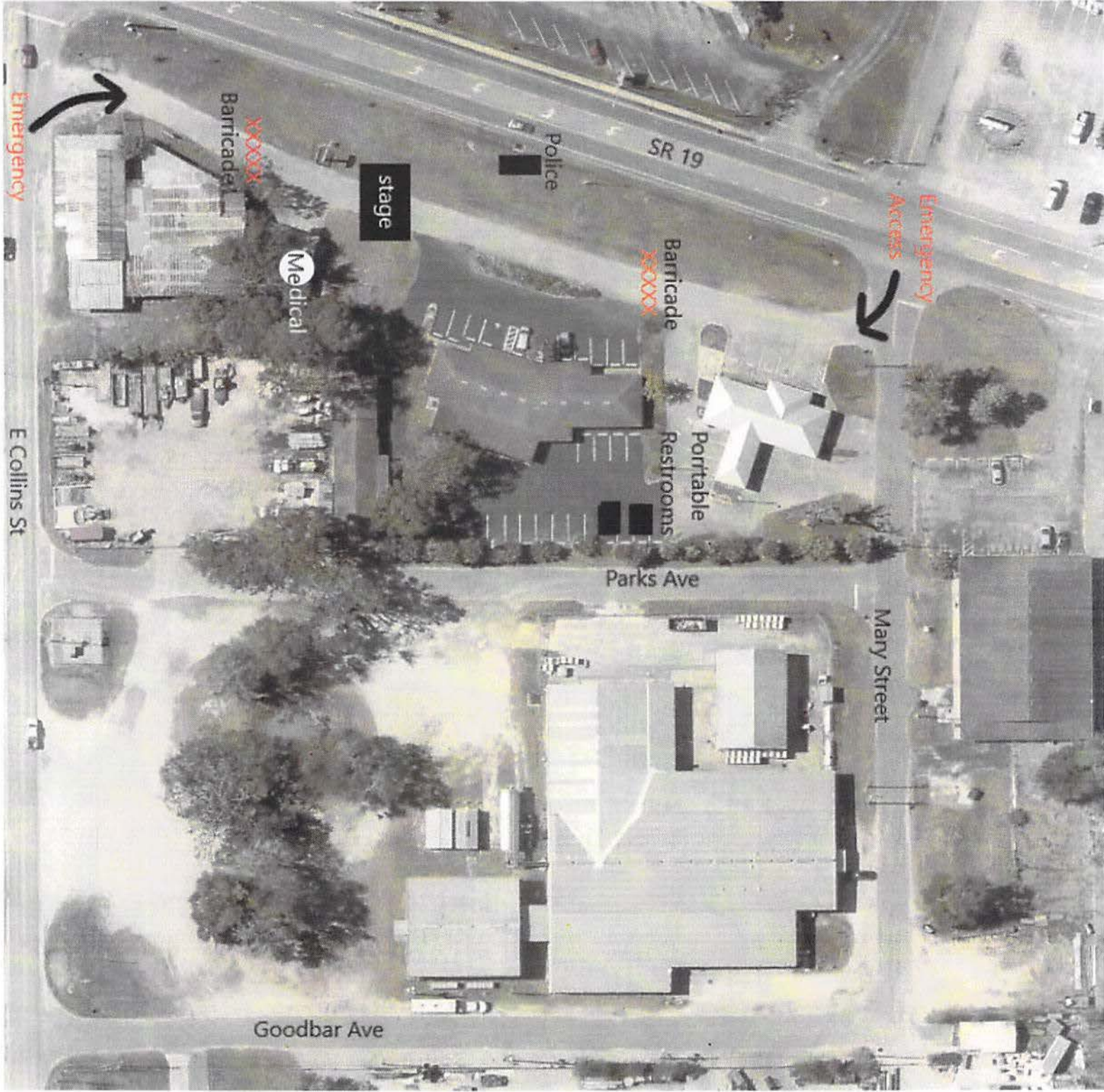
Submittal Checklist (All items must be included)

- Certificate of Insurance with City as a named additional insured
- Layout Map with event set up and emergency access routes
- Plan to address clean up
- Fire Extinguishers
- Provisions for crowd and traffic control
- Provisions for first aid or emergency medical services
- Other information as may be required by City Manager, Police, Fire Department, Public Works

Reserved for City Comments:

- Application Approved
- Application Denied

Signature – City Manager	Date
Signature – Police Chief	Date
Signature – Fire Chief	Date
Signature – Public Works Director	Date
	<u>11.8.22</u>



**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 08, 2022 **MEETING DATE:** November 15, 2022

SUBJECT: Ordinance No. 2022-115

ISSUE: City of Umatilla Small Scale Comp Plan Amendment

BACKGROUND SUMMARY: The City is requesting a Future Land Use designation change on approximately 45.52 acres of property from Utility to Industrial Planned Unit Development. The general location is the west of Golden Gem Drive, north of Lake Fern Road. The applicant (City of Umatilla) is proposing a small-scale comprehensive map amendment to Industrial and a rezoning to Industrial Planned Unit Development to create a 4-lot industrial park. The existing site is utilized for the City’s wastewater infiltration ponds and spray field. The existing use of the property will no longer be needed due to the City’s agreement with the City of Eustis regarding wastewater. The subject site is located within an area of existing industrial and proposed industrial development. In an effort to assist in the long-term economic opportunities for its citizens and utilize the subject site at its highest and best use, the city is proposing to convert the site to an industrial park.

Comprehensive Plan Amendment

The proposed comprehensive plan amendment is from Utilities to Industrial (75% ISR). The proposed amendment is consistent with the following policies (among others):

- FLU 1-2.1.1 – Land Use Designations
- FLU 1-2.9.1 – Industrial Designation
- FLU 1-1.10.1 – Land Use Allocation
- FLU 1-1.10.2 – Promote Orderly Growth

For comprehensive plan purposes, a maximum development scenario was utilized. Under the existing land use the maximum development potential is 1,487,138 SF based on a 75% ISR and under the proposed land use there is no change as the maximum ISR remains the same.

The proposed amendment would decrease the daily trips as outlined below based on maximum development potential. Lake Ferns Road is a local roadway with an adopted Level of Service (LOS) of D. The amendment would not degrade the LOS.

STAFF RECOMMENDATIONS: Approval

FISCAL IMPACTS:

COUNCIL ACTION:

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

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

SMALL SCALE COMP PLAN AMENDMENT AND REZONING

Owner: City of Umatilla

Applicant: Green Consulting Group, Inc.; Timothy Green

Number of Acres: 45.52 ± acres

General Location: North of Lake Fern Road and West of Golden Gem Drive

Existing Zoning: Public Facilities District (PFD)

Proposed Zoning: Industrial Planned Unit Development

Existing Land Use: Utilities

Proposed Land Use: Industrial

Date: October 19, 2022

Description of Project

The applicant is proposing a small-scale comprehensive map amendment to Industrial and a rezoning to Industrial Planned Unit Development to create a 4-lot industrial park. The existing site is utilized for the City’s wastewater filtering ponds and spray field. The existing use of the property will no longer be needed due to the City’s agreement with the City of Eustis regarding wastewater. The subject site is located within an area of existing industrial and proposed industrial development. In an effort to assist in the long-term economic opportunities for its citizens and utilize the subject site at it’s highest and best use the city is proposing to convert the site to an industrial park.

	Surrounding Zoning	Surrounding Land Use
North	PFD and UR-5	Multi-family and SF medium density
South	PFD and Industrial	Utilities, Industrial
East	MHRP, PUD, PFD	Mobile home high density, Industrial, Utilities
West	AG	Lake County Rural Transition

Assessment

Comprehensive Plan Amendment

The proposed comprehensive plan amendment is from Utilities to Industrial (75% ISR). The proposed amendment is consistent with the following policies (among others):

- FLU 1-2.1.1 – Land Use Designations
- FLU 1-2.9.1 – Industrial Designation
- FLU 1-1.10.1 – Land Use Allocation
- FLU 1-1.10.2 – Promote Orderly Growth

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 1,487,138 SF based on a 75% ISR and under the proposed land use there is no change as the maximum ISR remains the same.

The proposed amendment would decrease the daily trips as outlined below based on maximum development potential. Lake Ferns Road is a local roadway with an adopted Level of Service (LOS) of D. The amendment would not degrade the LOS.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Industrial Park	1,487,138 SF	130	5,011	595	125	470
TOTAL GROSS TRIPS (PROPOSED)			5,011	595	125	470

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Utilities	1,487,138 SF	170	19,688	3375	675	2700
TOTAL GROSS TRIPS (EXISTING)			19,688	3,375	675	2,700

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

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-2,780	-550	-2,230

Potable Water Analysis

The subject site is within the City of Umatilla’s Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .653 MGD. The City has a current

available capacity of .199 MGD and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City's Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of .182 MGD.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The City currently owns, operates, and maintains a central sanitary sewer system. The permitted plant capacity is 0.300 MGD and the current available capacity is 0.097 MGD and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City's Level of Service (LOS) standards (Table 2). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.08 MGD.

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. It is estimated that the proposed land use will produce 2,175 pounds of solid waste per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

An environmental analysis was conducted on the entire site by Ray & Associates. There are wetlands located within the northwestern and northern property boundary (3.54 ± acres) and the site is partially located within the 100-year flood plain. The proposed concept plan provides a 25' upland buffer adjacent to the wetlands consistent with the LDRs. The assessment did not reveal any evidence of protected species. Should protected species occur, appropriate regulatory permits will be required prior to development.

Rezoning

The proposed rezoning to Industrial Planned Unit Development is consistent with the adjacent properties to the south and portions of property to the east. A 20' perimeter buffer is proposed which will mitigate the residential land use and agricultural land uses. The proposed development agreement adds further mitigation by limiting the hours of operation of noise generating activities with all manufacturing activities being conducted indoors. A waiver to the parking requirements for manufacturing is being requested for Parcel 4 (Phillips parcel) from 1 space per 600 square feet (250 spaces) and 1 space per 200 square feet for office to a total of 100 spaces. There are 60 employees per shift which allows for 1 space per employee plus 24 spaces for the office (1 space per 200 square feet) and 16 additional parking spaces to accommodate shift changes.

Conceptual Plan

The conceptual plan meets the minimum requirements of Chapter 6, Section 2(k)(8)(A).

Recommendation

Comprehensive Plan Amendment

Industrial land uses are located to the east and south of the subject site; therefore, the request is compatible with the area. The proposed amendment will not degrade the adopted Level of Service (LOS) for public facilities. The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

FLU 1-2.1.1 – Land Use Designations

FLU 1-2.9.1 – Industrial Designation

FLU 1-1.10.1 – Land Use Allocation

FLU 1-1.10.2 – Promote Orderly Growth

Rezoning

The proposed rezoning is compatible with the area and to mitigate the agricultural and residential land uses appropriate buffers will be placed along with limiting the hours of operation for noise generating activities and all activities being conducted indoors.

Conceptual Plan

The conceptual site plan meets the minimum requirements of Chapter 6, Section 2(k)(8)(A).

Table 1 – Water Analysis

Ordinance #	Acres	Existing City Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						.199**
		Utility (75% ISR)		1,487,138 SF	.039	
*2022-	45.52		Industrial (75% ISR)	1,487,138 SF	.039	0.16

* SSCPA Ordinance No

** Includes Church of God amendment

Estimated water demand for Utilities and Industrial based on 850 gallons per day per acre per PF Policy 4-1.10.1

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing City Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.097**
		Utility (75% ISR)		1,487,138 SF	.039	
*2022	45.52		Industrial (75% ISR)	1,487,138 SF	.039	0.058

* SSCPA Ordinance No

Includes Church of God amendment

Estimated wastewater demand for Institutional based on 850 gallons per day per acre

NOTICE OF PUBLIC HEARINGS

ORDINANCE 2022-115

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 42.52 ± ACRES OF LAND DESIGNATED UTILITY TO INDUSTRIAL IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY CITY OF UMATILLA LOCATED NORTH OF LAKE FERNS ROAD AND WEST OF GOLDEN GEM DRIVE; 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.

The proposed Ordinances will be considered at the following public meetings:

Local Planning Agency Meeting on November 15, 2022 at 6:00 p.m.

Umatilla City Council Meeting on November 15, 2022 Immediately following Local Planning Agency Meeting on November 15, 2022

Umatilla City Council Meeting on January 3, 2023 at 6:00 p.m.

All meetings will be held at the Council Chambers, 1 S. Central Avenue, Umatilla, Florida. The proposed Ordinances and metes and bounds legal description of the property may be inspected by the public between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday at the City Clerk's office at City Hall. For further information call (352) 669-3125.

Interested parties may appear at the meetings and be heard with respect to the proposed Ordinance.

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

Legend



Subject Property



Umatilla City Limit



City of Umatilla
Florida



0 140 280
Feet

City of Umatilla
City Industrial Park

Umatilla, FL

Project: City of Umatilla
Project #: 399-22-06
ALT Key#: 1036666, 1108730,
2695391, 3785106
File: Aerial
PM: Sherie Lindh
Date: October 31st, 2022
Created By: C.Manno

LPG Urban & Regional Planners, Inc.
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 385-1940 / Fax: (352) 283-4824

ORDINANCE 2022-115

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 42.52 ± ACRES OF LAND DESIGNATED UTILITY TO INDUSTRIAL IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY CITY OF UMATILLA LOCATED NORTH OF LAKE FERNS ROAD AND WEST OF GOLDEN GEM DRIVE; 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 the City of Umatilla as owner, requesting that real property within the city limits of the City of Umatilla be assigned a land use designation from Utility to Industrial under the Comprehensive Plan for the City of Umatilla;

WHEREAS, the amendment would facilitate industrial 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 Utility to Industrial as depicted on the map attached hereto as Exhibit “A”, and as defined in the Umatilla Comprehensive Plan.

LEGAL DESCRIPTION: See Exhibit “B”

Alternate Key # 3785106

- 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 contents therein are made a part of this ordinance by reference as fully and completely

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

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

Section 2: Severability.

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 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: Scrivener’s Errors.

Scrivener’s errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5: Effective Date.

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

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2022.

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

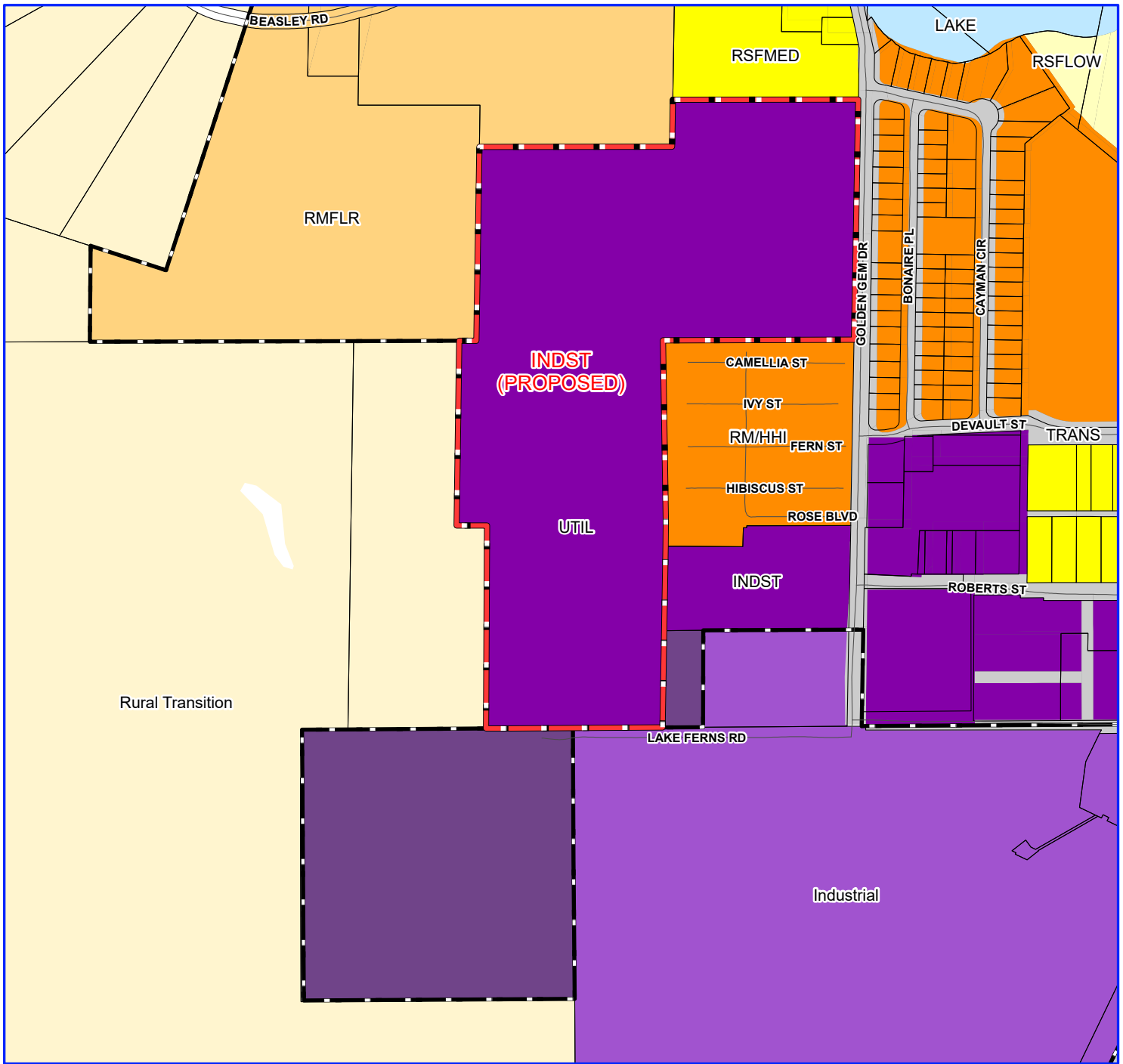
Approved as to Form:

Jessica Burnham
City Clerk

Kevin Stone
City Attorney

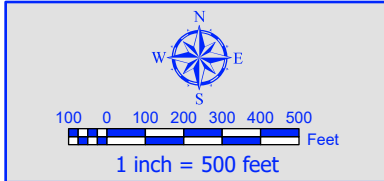
Passed First Reading _____
Passed Second Reading _____
(SEAL)

Exhibit "A"



Legend

Site Boundary	City of Umatilla Future Land Use	RM/HHI, Mobile Home HD
Lake County Future Land Use	RSFLOW, Residential Single Family Low Density	INDST, Industrial
Industrial	RSFMED, Residential Single Family Medium Density	UTIL, Utility
Rural Transition	RMFLR, Residential Multi-Family Low Rise	LAKE, Lake
		TRANS, Transportation



**City of Umatilla
City Industrial Park
Lake County, Florida
Proposed Future Land Use Map**

Project: 399-22-06
File: Proposed FLU
Name: City Industrial Park
PM: Sherie Lindh
Date: September 12, 2022
Created By: J. Wilson

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

EXHIBIT "B"
LEGAL DESCRIPTION

Parcel 1:

A part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 14, Township 18 South, Range 26 East, Lake County, Florida, described as follows: Commence at the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 14; run thence North $89^{\circ}47'05''$ East along the South line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 53.0 feet to the Point of Beginning of this description; from said Point of Beginning, run North $00^{\circ}16'20''$ East parallel with the West line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 700.00 feet; thence South $89^{\circ}47'05''$ West, 53.00 feet to a point on the West line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North $00^{\circ}16'20''$ East along said West line 630.34 feet to the Northwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North $89^{\circ}51'06''$ East along the North line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 639.41 feet; thence South $00^{\circ}40'54''$ East, 997.16 feet; thence South $00^{\circ}28'02''$ West, 332.43 feet to a point on the South line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence South $89^{\circ}47'05''$ West along said South line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 601.88 feet to the Point of Beginning. Subject to all easements, rights of way and restrictions of record, if any.

Parcel 2:

The East 59.0 feet of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 18 South, Range 26 East, Lake County, Florida. Less the South 700.0 feet thereof. Subject to all easements, rights of way and restrictions of record, if any.

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 3, 2022

MEETING DATE: November 15, 2022

SUBJECT: Resolution 2022 - 31

ISSUE: FY 2021-2022 Final Budget Amendment

BACKGROUND SUMMARY: During the fiscal year, the City receives various grants and other revenue sources which change the total of the budget. These grants and their associated expenditures need to be incorporated into the final budget and approved by City Council. This amendment updates various grants and corrects other minor budget items as necessary.

The City also implemented several organizational changes during fiscal year 2022. These changes did not require additional funding but did require the reallocation of funding between different departments. This amendment aligns the funding with the current organizational structure.

STAFF RECOMMENDATIONS: Approval of Resolution 2022-31 Final Budget Adjustment, FY 2021-2022.

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 2022 - 31

A RESOLUTION OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, TO PROVIDE FOR CHANGES IN THE FISCAL YEAR 2021-2022 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla of Lake County, Florida, found and determined that budget amendments are necessary for the Fiscal Year 2021-2022.

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

- 1. The Fiscal Year 2021-2022 Budget is hereby amended by the Umatilla City Council as illustrated in Exhibit A attached hereto.
- 2. The City Manager is hereby authorized and directed to maintain and amend the budget so as to reflect the anticipated revenue and the appropriation of, and the expenditure of, all funds committed to, or received by the city subsequent to September 30, 2021 and prior to October 1, 2022, in accordance with direction of the City Council as to the appropriation and expenditure of such funds as and when received.
- 3. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the City Council of the City of Umatilla, Lake County, Florida this 15th day of November, 2022.

Kent Adcock
Mayor

ATTEST:

Approved as to Form:
STONE & GERKEN, PA

Jessica Burnham
City Clerk

Kevin Stone
City Attorney

EXHIBIT A



CITY OF UMATILLA
FISCAL YEAR 2021-2022
BUDGET SUMMARY

	GENERAL FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	ENTERPRISE FUNDS	TOTAL
CASH BALANCES BROUGHT FORWARD	\$1,396,900	\$329,813	\$287,122	\$27,046,332	\$29,060,167
ESTIMATED REVENUES:					
Ad Valorem Taxes - Millage 7.1089	1,011,942	355,943	-	-	1,367,885
Sales and Use Taxes	74,382	-	454,000	-	528,382
Franchise Fees	307,000	-	-	-	307,000
Utility Service Taxes	402,000	-	-	-	402,000
Communications Services Tax	127,898	-	-	-	127,898
Licenses and Permits	396,200	-	-	-	396,200
Intergovernmental	626,011	-	32,200	9,651,600	10,309,811
Charges for Services	30,800	396,967	-	2,903,250	3,331,017
Fines and Forfeitures	7,090	500	-	-	7,590
Miscellaneous	1,500	6,250	-	2,250	10,000
Other Financing Sources	715,579	-	-	-	715,579
	<u>3,700,402</u>	<u>759,660</u>	<u>486,200</u>	<u>12,557,100</u>	<u>17,503,362</u>
Total Estimated Revenues and Cash Balances Brought Forward	<u>5,097,302</u>	<u>1,089,473</u>	<u>\$773,322</u>	<u>\$39,603,432</u>	<u>46,563,529</u>
ESTIMATED EXPENDITURES/EXPENSES:					
General Government	1,375,473	-	-	-	1,375,473
Public Safety	1,129,555	412,411	-	-	1,541,966
Physical Environment	68,025	-	-	8,419,945	8,487,970
Transportation	536,710	-	2,223,756	3,747,230	6,507,696
Culture & Recreation	568,136	-	-	-	568,136
Economic Environment	-	379,965	-	-	379,965
Debt Service	-	10,404	65,405	20,553	96,362
Other Uses	2,445	15,000	-	600,000	617,445
	<u>3,680,344</u>	<u>817,780</u>	<u>2,289,161</u>	<u>12,787,728</u>	<u>19,575,013</u>
Total Expenditures / Expenses	<u>3,680,344</u>	<u>817,780</u>	<u>2,289,161</u>	<u>12,787,728</u>	<u>19,575,013</u>
Reserves	<u>1,416,958</u>	<u>271,693</u>	<u>(1,515,839)</u>	<u>26,815,704</u>	<u>26,988,516</u>
Total Appropriated Expenditures/ Expenses and Reserves	<u>\$5,097,302</u>	<u>\$1,089,473</u>	<u>\$773,322</u>	<u>\$39,603,432</u>	<u>\$46,563,529</u>

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 10, 2022

MEETING DATE: November 15, 2022

SUBJECT: Agreement with PFM Financial Advisors LLC and the City of Umatilla

ISSUE: Agreement with PFM Financial Advisors LLC

BACKGROUND SUMMARY: City Manager Blankenship spoke to council at its last regular meeting about entering into an agreement with PFM Financial Advisors LLC to retain for big capital projects as needed. Council directed staff to bring an agreement back at November 15, 2022 meeting.

STAFF RECOMMENDATIONS: City Council Approve the Agreement with PFM Financial advisors LLC and the City Umatilla

FISCAL IMPACTS: PFM shall receive an annual fee in the amount \$12,000 (“Retainer”).

COUNCIL ACTION:

Reviewed by City Attorney Yes No vN/A

Reviewed by City Engineer Yes No vN/A

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement (“Agreement”), made and entered into this ___ day of November, 2022, by and between the City of Umatilla, Florida (“Client”) and PFM Financial Advisors LLC (hereinafter called “PFM”), sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, Client desires to obtain the services of a financial advisor to develop and assist in implementing Client’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. Client acknowledges and agrees that most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon the request of Client, an affiliate of PFM or a third party referred or otherwise introduced by PFM may agree to additional services to be provided by such affiliate or third party, by a separate writing, including separate scope and compensation, between Client and such affiliate or third party.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the

responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM's role as IRMA to Client.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to Client prior to or together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and Client shall pay expenses and fees for other services not set forth in Exhibit A as provided below. All fees shall be due to PFM within thirty (30) days of the date of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective from November __, 2022 until November __, 2026 (the "Initial Term") and shall automatically renew annually, unless terminated in writing by either party upon thirty (30) days written notice to the other party. Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

PFM shall not assign or transfer any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client; provided that PFM retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving PFM's business without any such consent.

VII. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under

this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

VIII. NOTICES

All notices and other communication required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by nationally recognized courier, with written verification of receipt. Notices shall be sent to the parties at the following addresses, or to such other address as a party may furnish to the other party:

THE CITY OF UMATILLA, FLORIDA

1 South Central Avenue
Umatilla, FL 32784
Attention: City Manager

PFM FINANCIAL ADVISORS LLC

200 South Orange Avenue
Suite 760
Orlando, FL 32801
Attention: D. Brent Wilder, Managing Director

Copy to:

PFM FINANCIAL ADVISORS LLC

1735 Market Street
42nd Floor
Philadelphia, PA 19103
Attention: Chief Executive Officer

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Subject to the exception described above, upon termination of this Agreement, at Client's reasonable request no later than three (3) years after the termination of this Agreement PFM shall deliver to the Client copies of any deliverables pertaining to this Agreement.

X. PFM'S REPRESENTATIVES

1. Assignment of Named Individuals

The employees of PFM set forth below will provide the services set forth in this Agreement; provided that PFM may, from time to time, supplement or otherwise amend the advisory team members set forth below.

- D. Brent Wilder, Managing Director
- Nicklas Rocca, Senior Managing Consultant
- Kevin Plenzler, Senior Managing Consultant

2. Changes in Advisory Team Requested by the Client

The Client has the right to request, for any reason, that PFM replace any member of the advisory team. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

XI. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by its willful misconduct, bad faith, gross negligence or reckless disregard of its obligations or duties, PFM shall have no liability to any party under this Agreement.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM or any third party referred or introduced by PFM shall not in any way be deemed an amendment or modification of this

Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, Client and PFM have executed this Agreement as of the day and year herein above written.

THE CITY OF UMATILLA, FLORIDA

By: _____

Name: _____

Title: _____

PFM FINANCIAL ADVISORS LLC

By: _____

Name: _____

Title: D. Brent Wilder, Managing Director

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the Client:

- Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
- Analyze future debt capacity to determine the Client's ability to raise future debt capital.
- Assist the Client in the development of the Client's Capital Improvement Program by identifying sources of capital funding.
- Assist the Client with the development of the Client's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Client.
- Conduct strategic modeling and planning and related consulting.
- Attend meetings with Client's staff, consultants and other professionals and the Client.

- Undertake financial planning and policy development assignments made by the Client regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the Client in preparing financial presentations for public hearings and/ or referendums.
- Provide special financial services as requested by the Client.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process. Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the Client.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds,

redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

EXHIBIT B
COMPENSATION FOR SERVICES

1. Fixed Rate Transaction Fees (Competitive and Negotiated)

The compensation schedule for competitive and negotiated sales of long-term financings will be billed at closing as follows:

<u>Bond Size</u>	<u>Issuance Fee per \$1,000*</u>
Up to \$25 Million	\$1.00
Over \$25 Million up to \$50 Million	\$0.75
Over \$50 Million	\$0.50

*Based upon Bond Proceeds and is subject to a minimum fee of \$17,500 per transaction and a not to exceed amount of \$75,000 per transaction.

The compensation schedule is the same for taxable and tax-exempt financings, fixed rate and variable rate debt, regardless of issuance sale type of competitive or negotiated. Multiple series of bonds along with new money and refunding bonds completed at the same time will be treated as separate transactions.

2. Other Transaction Fees

Notes (term less than one-year)	75% of Fees above
Bank Loan (< \$20 Million Bond Proceeds)	\$15,000
Bank Loan (> \$25 Million Bond Proceeds, or involving a forward delivery agreement)	Per Fee Schedule above

3. Hourly Project Fees (Non-Transaction Related)

PFM will not charge for general advice between financings. In the event the Client requests that PFM perform significant special projects (capital planning, creation of new financing programs like the installment sale concept, etc.), fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience or their equivalents will apply. Additionally, in the event a financing is started, but cancelled at the Client's request, accrued time will be billed as follows:

<u>Experience Level</u>	<u>Hourly Rate</u>
Senior Professional (Managing Director/Director)	\$250.00
Senior Managing Consultant	\$250.00
Analyst	\$175.00
Administrative Staff	\$0.00

4. Retainer

For general advice between financings, PFM shall receive an annual fee in the amount of \$12,000.00 (“Retainer”), payable quarterly in advance. The Retainer shall be reviewed and revised upon mutual agreement.

5. Expenses

Not to Exceed	\$2,000.00 per Issue ¹
Travel	At Cost
Lodging	At Cost
Meals	At Cost
Postage	At Cost
Telephone	At Cost

¹ Excludes out of state travel

EXHIBIT C
INSURANCE

Insurance Statement

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$5 million and \$5 million single loss/ \$10 million aggregate, respectively. PFM also carries a \$5 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision
Cyber Liability \$100,000
General Liability \$0
Professional Liability (E&O) \$200,000
Financial Institution Bond \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O).Lloyds of London; (A; Stable)
.....AXIS Surplus Insurance Company; (A; Stable)
Financial Institution Bond.Berkley Regional Insurance Company; (A+; Stable)
Cyber Liability.Greenwich Insurance Company (A+; Stable)
General Liability.....Valley Forge Insurance Company; (A Stable)
Automobile Liability.Continental Insurance Company; (A Stable)
Excess /Umbrella Liability.....Continental Insurance Company; (A Stable)
Workers Compensation.....Continental Insurance Company; (A Stable)
& Employers Liability

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER
IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC**

I. Introduction

PFM Financial Advisors LLC and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm’s Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate’s business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client’s business activities with the affiliate or to recommend against a course of

action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

III. Specific Conflicts of Interest Disclosures – City of Umatilla, Florida – New Financial Advisory Contract

To Our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair Our ability to provide advice to or on behalf of the client in accordance with applicable standards of conduct of MSRB Rule G-42.

IV. Municipal Advisory Complaint and Client Education Disclosure

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB's website at www.msrb.org, and consult the MSRB's Municipal Advisory Client brochure. The MSRB's Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM's Financial Advisory services are provided by PFM Financial Advisors LLC. PFM's Swap Advisory services are provided by PFM Swap Advisors LLC. Both entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 8, 2022

MEETING DATE: November 15, 2022

SUBJECT: Street Paving Consideration

ISSUE: Mebane Street paving

BACKGROUND SUMMARY: Mebane Street is currently a private, non-city maintained street within the City limits. The street was part of an unrecorded residential subdivision plat dated in 1947.

Previously, the residents along Mebane Street requested the City pave the street, but since it was not a publicly dedicated street, the Council voted against spending funds to pave it.

The City staff approached the property owners if they would be interested in paying for half of the resurfacing costs, and at that time, there was no interest in doing so. Most recently, the property owners have paved that portion of Mebane from SR19, east to the curve, leaving the balance of the street unimproved.

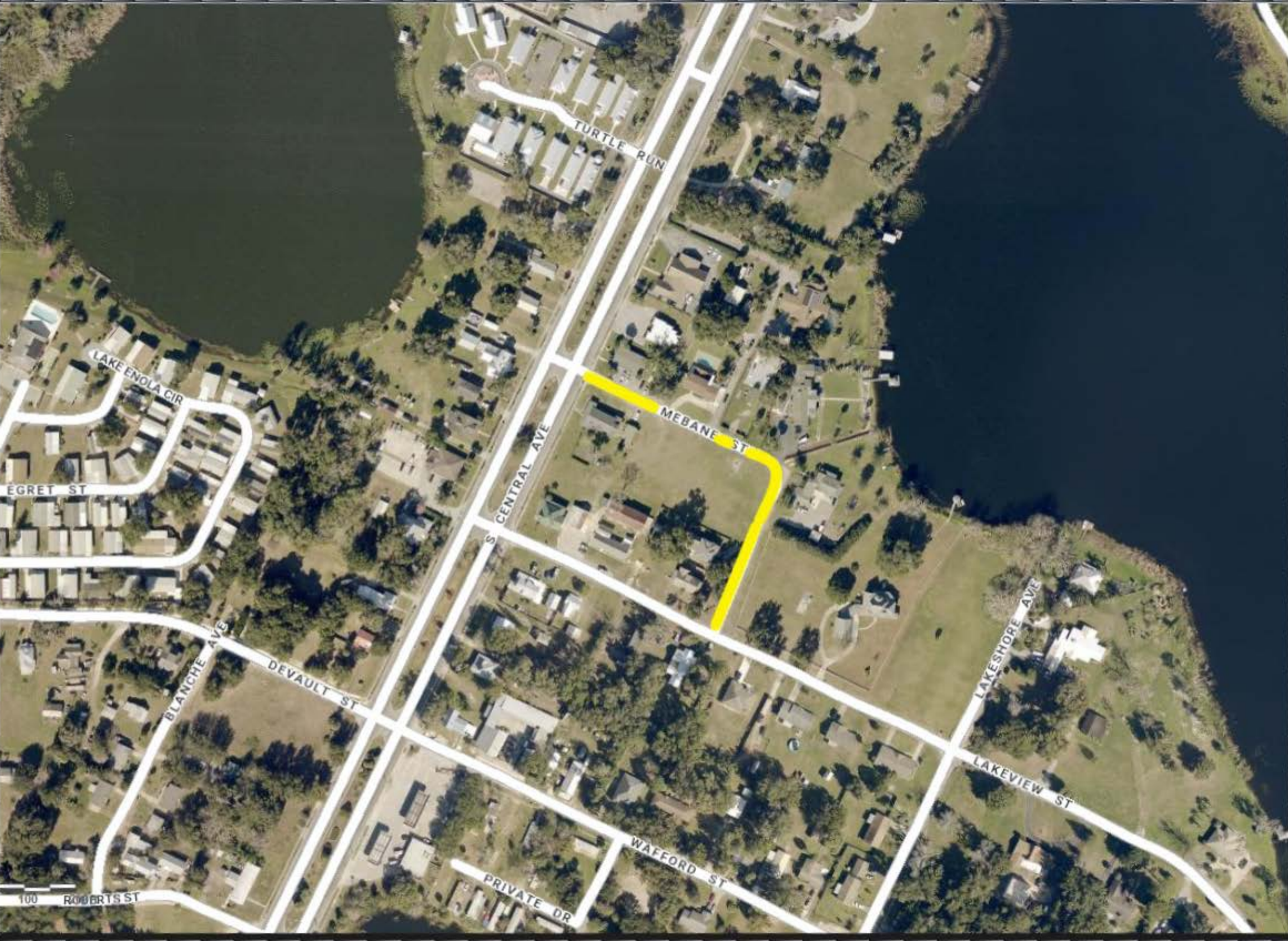
STAFF RECOMMENDATIONS:

FISCAL IMPACTS:

COUNCIL ACTION:

Reviewed by City Attorney Yes No vN/A

Reviewed by City Engineer Yes No vN/A



TURTLE RUN

LAKE ENOLA CIR

EGRET ST

CENTRAL AVE

MEBANE ST

BLANCHE AVE

DEVAULT ST

WAFFORD ST

PRIVATE DR

LAKESHORE AVE

LAKEVIEW ST

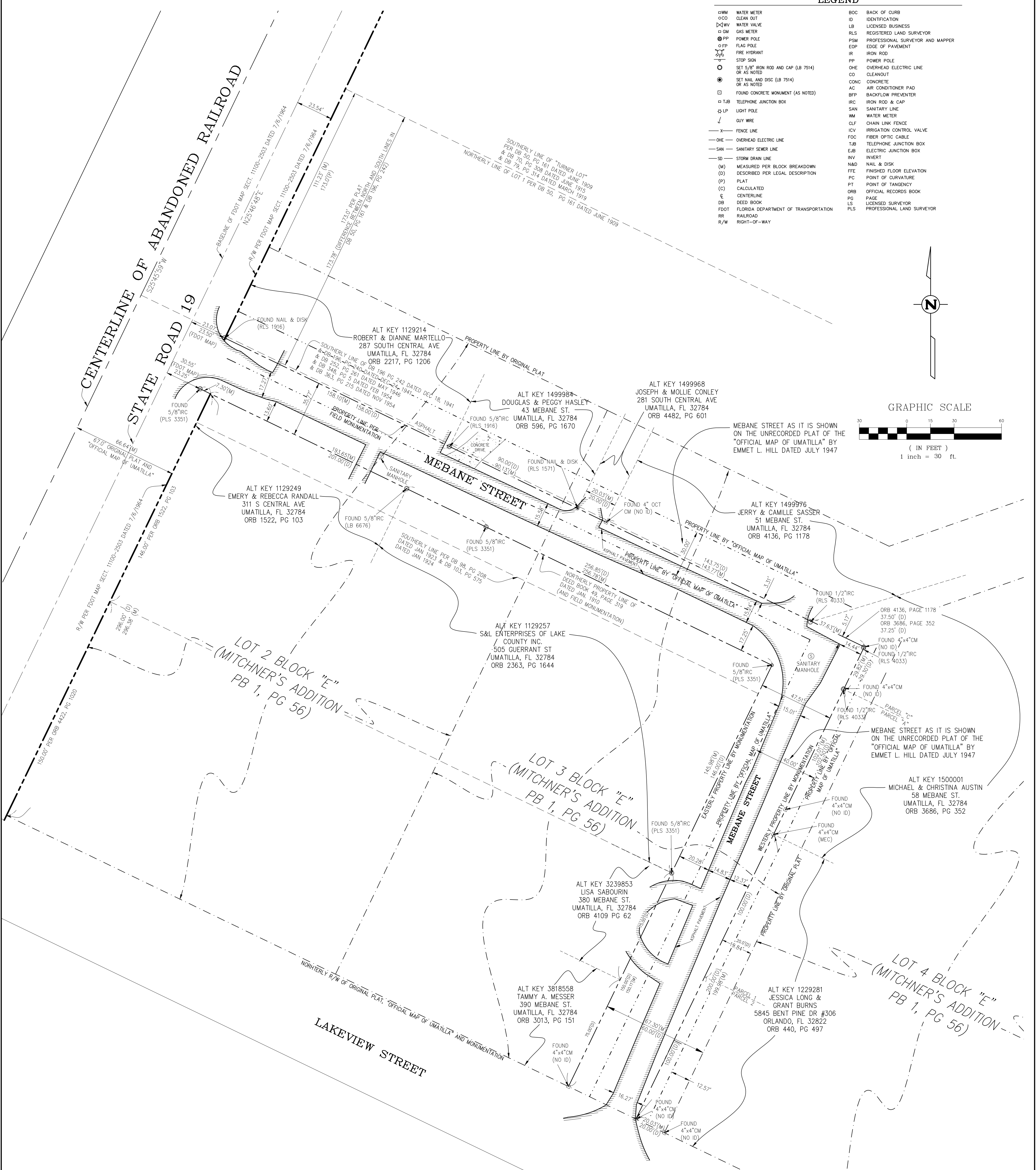
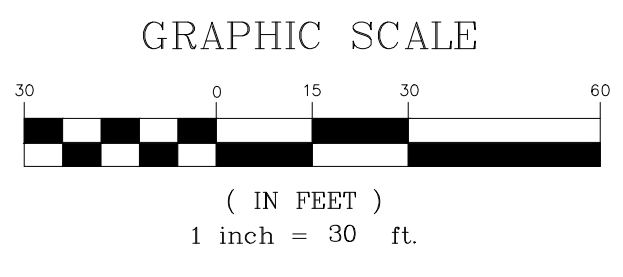
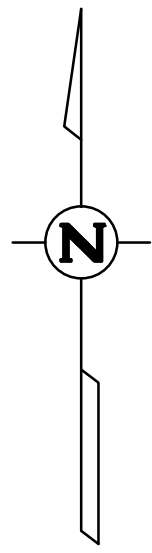
100 ROBERTS ST

SPECIFIC PURPOSE SURVEY

THE PURPOSE OF THIS SURVEY IS TO MAP THE LOCATION OF THE ASPHALT ROAD AND ITS RELATIONSHIP TO THE RIGHT-OF-WAY OF MEBANE STREET AS IT IS SHOWN ON THE UNRECORDED PLAT OF THE "OFFICIAL MAP OF UMATILLA" BY EMMET L. HILL DATED JULY 1947, ALONG WITH SHOWING THE ADJACENT PROPERTY OWNER'S MONUMENTED BOUNDARY LINES ALONG SAID MEBANE STREET.

LEGEND

◊WM	WATER METER	BOC	BACK OF CURB
○CD	CLEAN OUT	ID	IDENTIFICATION
◊WV	WATER VALVE	LB	LICENSED BUSINESS
◊GM	GAS METER	RLS	REGISTERED LAND SURVEYOR
⊙PP	POWER POLE	PSM	PROFESSIONAL SURVEYOR AND MAPPER
⊙FP	FLAG POLE	EDP	EDGE OF PAVEMENT
⊙FH	FIRE HYDRANT	IR	IRON ROD
⊙SS	STOP SIGN	PP	POWER POLE
⊙	SET 5/8" IRON ROD AND CAP (LB 7514) OR AS NOTED	OE	OVERHEAD ELECTRIC LINE
⊙	SET NAIL AND DISC (LB 7514) OR AS NOTED	CO	CLEANOUT
⊙	FOUND CONCRETE MONUMENT (AS NOTED)	CCNC	CONCRETE
⊙	TELEPHONE JUNCTION BOX	AC	AIR CONDITIONER PAD
⊙	LIGHT POLE	BFP	BACKFLOW PREVENTER
⊙	GUY WIRE	IRC	IRON ROD & CAP
—X—	FENCE LINE	SAH	SANITARY LINE
—O—	OVERHEAD ELECTRIC LINE	WM	WATER METER
—SAM—	SANITARY SEWER LINE	CLF	CHAIN LINK FENCE
—SD—	STORM DRAIN LINE	ICV	IRRIGATION CONTROL VALVE
(M)	MEASURED PER BLOCK BREAKDOWN	FOC	FIBER OPTIC CABLE
(D)	DESCRIBED PER LEGAL DESCRIPTION	TJB	TELEPHONE JUNCTION BOX
(P)	PLAT	EJB	ELECTRIC JUNCTION BOX
(C)	CALCULATED	NV	INVERT
⊙	CENTERLINE	N&D	NAIL & DISK
DB	DEED BOOK	FE	FINISHED FLOOR ELEVATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	PC	POINT OF CURVATURE
RR	RAILROAD	PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY	ORB	OFFICIAL RECORDS BOOK
		PG	PAGE
		LS	LICENSED SURVEYOR
		PLS	PROFESSIONAL LAND SURVEYOR



- NOTES:**
1. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
 3. BEARINGS SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE BASED ON LENSEMANN L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK, THAT IS CERTIFIED BY WANTMAN GROUP, INCORPORATED, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2007 ADJUSTMENT (SPCS83-2007) THIS SURVEY WAS CHECKED TO NGS STATIONS "UMAPORT1" AND "UMAPORT A2 MK" AND REFERENCED TO F.D.O.T. S.R. 19 BASELINE AS BEING N254648"E.
 4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
 5. UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED.
 6. THE EXPECTED USE OF LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17.051 FAC), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THIS REQUIREMENT.
 7. THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.
 8. DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
 9. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/30 OR SMALLER.
 10. HORIZONTAL DATUM SHOWN HEREON IS IN U.S. FEET.

CERTIFIED TO:
CITY OF UMATILLA

DATE:
JAMES M. STRAUGHAN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5309

SHEET 1 OF 1	
CLIENT	CITY OF UMATILLA
JOB NO.	071026.0023
ACAD FILE	071026.0023 Lone Star Mebane.dwg
DATE	09/09/2014 CHECKED BY: JMS
DRAWN BY:	TRS FLD. BOOK: 13-18-26
REVISIONS	DATE

SPECIFIC PURPOSE SURVEY

IN SECTION 13, TOWNSHIP 18 SOUTH, RANGE 26 EAST,
LAKE COUNTY, FLORIDA.

MEBANE STREET
CITY OF UMATILLA

BASH
BOOTH BERN STRAUGHAN HOTT
902 North Snider Ave. Office: 352.343.8400
Towers, Florida 32778 Fax: 352.343.8400
www.bashsdr.com
ENGINEERS SURVEYORS PLANNERS
LICENSED BUSINESS 7514

**CITY OF UMATILLA
AGENDA ITEM STAFF REPORT**

DATE: November 10, 2022

MEETING DATE: November 15, 2022

SUBJECT: City Manager Evaluation

ISSUE: City Manager Evaluation

BACKGROUND SUMMARY: The City Council considered City Manager Blankenship's performance review at its last regular meeting, and clearly indicated a desire to update his form of contract to continue the existing terms of employment but to increase the salary. However, the Council determined to wait to adopt a new salary until absent council members were present. Based on the council's discussion at the meeting and subsequent conversations with individual council members the attached form reflects terms that could be reasonably expected to meet council's approval.

STAFF RECOMMENDATIONS: Council to considered the updated contract and make a motion to approve or deny.

FISCAL IMPACTS: Increase in salary by \$12,674.21

COUNCIL ACTION:

Reviewed by City Attorney Yes No vN/A

Reviewed by City Engineer Yes No vN/A

EMPLOYMENT AGREEMENT

For

City Manager

Umatilla, Florida

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This **AGREEMENT**, (the "Agreement") is made and entered into to be effective as of the 1st day of October, 2022 by and between the **City of Umatilla, Florida**, a Florida municipal corporation, (hereinafter called "Employer") and **R. Scott Blankenship** (hereinafter called "Employee"), an individual who has the education, training and experience in government management and, both of whom understand as follows:

WHEREAS, Employer and Employee entered into an employment contract effective June 15, 2015 with an initial term of one year and which has subsequently been extended, and Employer desires to continue employing the services of Employee as City Manager of the City of Umatilla; and

WHEREAS, it is the desire of the City Council of the City of Umatilla (the "City Council") to provide certain benefits, establish certain conditions of employment and set working conditions of said Employee and, by adoption of this Agreement, to amend and supersede the prior employment contract between the Employer and Employee; and

WHEREAS, Employee desires to accept employment as City Manager of said City of Umatilla;

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

Section 1: Term. Subject to termination as set forth in Section 7 below, the term of this Agreement shall be for the period from October 1, 2022 to October 31, 2025. This Agreement shall automatically be renewed at the end of the initial term for an indefinite term (to continue until terminated as otherwise set forth herein) unless notification in writing is provided by either party to the other on or before October 1, 2025. In the event Employee is terminated without cause, Employee shall be entitled to severance pay as described in Section 8 below. Otherwise, if Employee resigns, Employee is terminated for cause, the term of the Agreement is not renewed, or Employee otherwise ceases employment with Employer, Employee shall not be entitled to severance pay as described in Section 8 below.

Section 2: Duties and Authority. As City Manager of Umatilla, Florida, Employee agrees to perform the functions and duties specified in the Umatilla, Florida Code of Ordinances, and the Umatilla Charter and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 3: Compensation.

A. Base Salary. Employer agrees to pay Employee an annual base salary of **\$139,416.31** payable in installments, in arrears, at times in accordance with the schedule for payment of Employer's management employees. The Employee shall receive an adjustment to the base salary of 10% to be effective as of October 1, 2023, and a cost of living adjustment in such amount as determined by the City Council on each anniversary of this agreement thereafter. In addition, Employer agrees to consider raising Employee's salary in conjunction with Employee's annual performance review.

Section 4: Health Insurance Benefits.

A. Employer agrees to provide and to pay the premiums for dental and comprehensive medical insurance for Employee on the same terms under which the same are provided to general employees of the City of Umatilla. Employee shall have the option to purchase additional coverage for family members on the same terms under which general employees of the City of Umatilla may do so. To the extent not prohibited by Employer's contracts for health insurance or any applicable law, Employer shall pay as additional compensation a benefit of an amount equal to the actual cost savings to the City as calculated by the avoided cost of City health insurance coverage for Employee and Employee's spouse, if and only with Employee waives his comprehensive medical insurance coverage through Employer's plan and provides proof that such coverage is maintained through a plan offered by his spouse's employer.

B. If Employee is disabled or is otherwise unable to perform his or her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement for cause, subject to possible Family and Medical Leave Act benefits or consideration. In such event, Employee shall be compensated for any other accrued benefits, per City policy.

Section 5: Vacation and Sick Leave. Effective upon the first day of the term of this Agreement, Employee will retain credit for all vacation and sick leave already accrued pursuant to prior contracts for Employee's employment as City Manager. Thereafter, Employee shall accrue twenty five (25) days annual vacation leave and twelve (12) days annual sick leave prorated on a "per pay period" basis. Employee shall otherwise be subject to the City of Umatilla Personnel Policy as all other employees in regards to vacation and sick leave use and accruals.

Section 6: Retirement. Employer is a participant in the Florida Retirement System (FRS), and the city manager position is generally eligible to participate in the Senior Management Service Class. Employee has previously been a member of FRS and shall be responsible for determining eligibility and benefits available to Employee. Employer shall make appropriate Employer contributions as determined in accordance with the governing regulations pursuant to FRS. To the extent that Employee is not eligible to be a member of FRS from time to time during the term of this Agreement, and during such times Employer pays a smaller contribution to FRS as a result of Employee's status as a non-member of FRS, the difference in contribution shall be paid to Employee as additional compensation. If at any time Employee has not been eligible to be a member of FRS but becomes eligible to become a member of FRS, Employee must join FRS. In addition to the foregoing, Employer shall pay a contribution in each pay period in an amount equal to 9% of Employee's base pay into a tax-advantaged employee retirement plan.

Section 7: Termination. Employee shall serve at the pleasure of the City Council, and the City Council may terminate this Agreement and Employee's employment with Employer at any time, for any reason or for no reason.

For the purpose of this Agreement, termination shall occur when:

- A. The majority of the City Council votes to terminate Employee at a duly authorized public meeting.
- B. If Employer, citizens or legislature acts to amend any provisions of the Umatilla City Charter pertaining to the role, powers, duties, authority, responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination without cause.
- C. If Employer reduces the base salary, compensation or any other substantial financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination for cause.

Section 8: Severance. If Employee is terminated without cause, Employee shall be entitled to severance pay equal to one month's base salary for each complete year of employment (including employment as Employer's city manager under prior agreements), provided that such severance pay shall not be less than an amount equal to three (3) months base salary or more than an amount equal to twenty (20) weeks base salary. This severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee. The payment shall be made within fourteen (14) business days of the termination provided Employee executes the release described below. Such severance pay shall be given as full and complete payment and satisfaction of any claims of Employee of whatsoever nature arising out of the Agreement or otherwise. As consideration for such payment, Employee shall, prior to or simultaneous with the receipt thereof, execute and deliver to Employer a general release of, and waiver of all claims against, Employer and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by Employer and/or its designee(s).

Employee shall also be compensated for all accrued vacation time if Employee is terminated without cause.

For the purposes of this Agreement, "cause" shall include, but not be limited to, any of the following:

1. Misfeasance, malfeasance and/or nonfeasance in performance of the City Manager's duties and responsibilities.
2. Conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive city policy, rule, or regulation, which would subject any other city employee to termination.
5. Breach of fiduciary duty, including any act of fraud or theft against the interest of the city.
6. The commission of any act which involves moral turpitude, or which causes the city disrepute.
7. Breach of this agreement.

8. Violation of the International City/County Management Association Code of Ethics.
9. Any other act of similar nature of the same or greater seriousness.

If Employee is terminated with cause, Employee resigns, the term of the Agreement is not renewed or Employee otherwise ceases employment with Employer, then Employer is not obligated to pay severance under this Agreement.

Section 9: Resignation.

In the event that Employee voluntarily resigns his/her position with Employer, Employee shall provide a minimum of 30 days' notice unless the parties agree otherwise.

Section 10: Performance Evaluation. Employer shall annually review the performance of Employee in or about July, subject to a process, and criteria, utilizing the current evaluation form in place for the City Manager of the City of Umatilla. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results.

Section 11: Hours of Work & Managerial Duties. Employee is the chief administrative officer of the City and is expected to perform all of the duties related to that position. The hours Employee must spend performing those duties may vary but Employee shall work "full-time" and shall be available at City Hall or locally through cell phone or radio contact for all job requirements, given that a significant portion of job-related duties may transpire outside of City Hall. It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 12: Outside Activities. The employment provided for by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, Employee may, with City Council's approval for each occurrence, which City Council may grant or deny in its reasonable discretion, elect to accept limited teaching, consulting or other business opportunities with the condition and understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement. Without limiting the foregoing, Employee recognizes that he cannot contract for any consulting or teaching services and that the City Council may condition approval with any conditions it deems necessary.

Section 13: Moving and Relocation Expenses. During his tenure of office, Employee shall reside within a 15-mile radius of the City as required by the City Charter. Employer and Employee acknowledge that Employee intends to construct a new residence to live in during his tenure. Accordingly, Employee agrees to establish such residence within a 15 mile radius of the City of Umatilla within twelve (12) months of employment, and thereafter to maintain residence within such radius. Employee shall be solely responsible for all expenses associated with relocating and expressly understands and acknowledges that Employer is in no way responsible for any such costs.

Section 14: License Fees, Membership Dues, and Training Expenses. Employer shall pay or reimburse Employee for reasonable professional license fees, membership dues, and training expenses directly associated with Employee's job duties including

International City/County Management Association (I.C.M.A.) dues, and Florida City/County Management Association (F.C.M.A.) dues. Such pay or reimbursement shall be limited to budgeted amounts and consistent with all City policies. Reimbursement under this Section for any expense greater than \$1,000.00 shall require the prior approval of the City Council.

Section 15: Automobile & Travel. Employer agrees to pay Employee an automobile allowance of \$680.39 per month to cover the use of his personal vehicle for City business within Lake County. The automobile allowance shall be adjusted at the same times and in the same percentages as the salary described in Section 3 is adjusted. The Employee shall be reimbursed for City-related travel outside of Lake County on the same reimbursement schedule applicable to other City employees.

Section 16: Indemnification. Except as prohibited by applicable law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties or resulting from the exercise of judgment or discretion in connection with the performance of his assigned duties or responsibilities. Employer shall maintain the right to compromise and settle any such claim or legal action and pay the amount of any settlement. However, Employer's obligation shall not apply if the act or omission occurred while Employee was acting outside the course and scope of his employment, or was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, Employee shall reimburse Employer for any legal fees and expenses Employer has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed during Employee's employment, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with Employer.

Notwithstanding anything to the contrary, the foregoing indemnification shall not be construed as a waiver of Employer's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities of which Employer could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against Employer must comply with the procedures found in §768.28, Florida Statutes. The value of the indemnification provided by Employer herein is limited to the lesser of the amount payable by either party under the substantive provisions of this Agreement, or the limitations of §768.28, Florida Statutes.

Section 17: Bonding. Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 18: Notices.

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. EMPLOYER: City of Umatilla, Florida
1 South Central Ave.
Umatilla, FL 32784
2. EMPLOYEE: R. Scott Blankenship
P.O. Box
Umatilla, FL
Or subsequent local address once established.

Alternatively, notice required pursuant to this Agreement may be sent by overnight courier, by facsimile, hand delivered, or personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of hand delivery or personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service or overnight courier, or the date sent if by facsimile.

Section 19: General Provisions.

- A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of this Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest. However, as this Agreement is for personal services, it is not assignable by Employee.
- C. Effective Date. This Agreement shall become effective (the "Effective Date") when the Agreement is fully signed by both parties. Nevertheless, the term of employment (and payment of salary and benefits) shall not commence any earlier than the date the term begins as addressed in Section 1.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expunging or judicial modification of the invalid provision.
- E. Choice of Law and Venue. Florida law shall govern this Agreement and any litigation that may arise from this Agreement shall be filed and litigated in Lake County, Florida.
- F. Counterparts. This Agreement may be executed in duplicate, each of which shall be deemed an original and all so executed shall constitute one Agreement.

G. Waiver of Jury Trial. The parties agree that any litigation, action, or proceeding involving this Agreement or Employee's employment shall be non-jury. Both parties waive any claim to a jury trial.

IN WITNESS WHEREOF, the CITY OF UMATILLA has caused this agreement to be signed and executed in its behalf by the Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplication, effective the day and year first above written.

CITY OF UMATILLA, FLORIDA

Kent Adcock, Mayor

ATTEST

Jessican Burnham, City Clerk

R. Scott Blankenship
Employee

This document is approved as to form and legal content for use and reliance of the City Council of the City of Umatilla.

City Attorney

Date



Evers Enterprises d/b/a
Olde Mill Stream RV Resort

1000 N. Central Avenue Umatilla, FL 32784
Phone: 352-669-3141 or 800-449-3141 Fax: 352-669-7512
Email: reservations@oldemillstreamrvresort.com
www.oldemillstreamrvresort.com

October 25, 2022

Mr. Aaron Mercer
Mr. Scott Blankenship
1 S. Central Avenue
Umatilla, FL 32784

RE: Olde Mill Stream RV Resort
Fletcher Road - Water Meter

Dear Scott and Aaron;

We want to take this opportunity to thank you both for the assistance in getting the Fletcher Road water meter taken off of our account.

We appreciate your efforts in helping to build the relationship that exists between the City and Olde Mill Stream RV Resort for the benefit of Umatilla. We hope to continue this great working relationship moving forward.

Sincerely,

Carl Ludecke
and The Management Team
Olde Mill Stream RV Resort



Umatilla Public Library FY 21-22



October 2022

City Monthly Reports FY 22-23

	Oct. 2022	Q 1	FY 22-23
Visits (door count halved)	3,581	3,581	3,581
Checkouts	3,041	3,041	3,041
E-Books (digital)	329	329	329
Total Circulation	3,370	3,370	3,370
New Patrons	32	32	32
Computer use	355	355	355
Attendance Family Programs	40	40	40
Attendance Adult Programs	925	925	925
Attendance Teen Programs	31	31	31
Attendance Juvenile Programs	134	134	134
Total # of Programs	184	184	184
Meeting room Rental	51	51	51
Cash to city	\$ 445.00	\$ 445.00	\$ 445.00

Highlights

Trunk or Treat – Ghost of the Caboose:

Friends of the Umatilla Public Library Treasurer, Mary Bedford, joined staff Barbara Maines and Amy Stultz at the Trunk or Treat. The Friends provided candy and toys for children and teens, and some adults, who stopped by to learn about the library. Adults and teens were encouraged to scan the QR code and play “Ghost of the Caboose: a Silly-Spooky Story Game.” Scan the QR code below to try it for yourself.

Drop off toys at the library for Toys for Tots!



UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
October 18, 2022 through October 24, 2022

ARRESTS

n/a			
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a	.		
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REPORTS FILED

10/21/2022	2:14 p.m.	Three juveniles were trespassed from McDonalds.
10/23/2022	6:49 p.m.	Person was transported to Lifestreams Behavioral Center for treatment under the Baker Act.

ARRESTS	0
DISPATCHED CALLS	85
TRAFFIC STOPS	16
TRAFFIC CITATIONS ISSUED	1

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
October 25, 2022 through October 31, 2022

ARRESTS

10/29/2022	8:45 a.m.	Ringer, Brian Mount Dora	Trespass after warning.
10/31/2022	2:01 a.m.	Martin, Kenneth James Eustis	Officers responded to the Dollar General on North State Road 19 in response to a felony theft. Kenneth Martin stole several hundreds of dollars in merchandise. He was captured after fleeing the scene.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a			
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REPORTS FILED

10/28/2022	10:07 a.m.	Person was trespassed from a residence on Cayman Circle.
10/30/2022	7:17 p.m.	Officers transported a person to Lifestreams Behavioral Center for treatment under the Baker Act.

ARRESTS	2
DISPATCHED CALLS	82
TRAFFIC STOPS	15
TRAFFIC CITATIONS ISSUED	0



UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
November 1, 2022 – November 08, 2022

Arrests

11/04/2022	1200 pm	Kevin Hutcheson of Umatilla	Officers arrested Kevin Huthcheson for driving without a license.
11/05/2022	11:38 PM	Paul Francis Karol FT. Lauderdale	Officers arrested Paul Francis Karol of ft. Lauderdale for trespassing at 633 Umatilla Blvd after returning to the property after several warnings.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

11/05/2022	5:40 pm	Ameer Karim	Officers issued Ameer Karim of Winter Garden a citation for operating an unregistered vehicle.

REPORTS FILED

11/03/2022	1:11 pm	Officers trespassed Vincent Reid from 750 n central ave.	
11/03/2022	9:19 pm	Officers responded to the assist lake county deputies on a fight in progress in the county portion of West 4 th ave.	
11/04/2022	2:28 am	Officers took a report of a missing child from the Umatilla high School	
11/04/2022	3:06 pm	Officers responded to SR 19 and CR SE 450 in to assist lake County Sheriffs deputies in searching for a hit a run vehicle.	
11/04/2022	7:07 pm	Officers responded to the Eagles Club at 835 Maxwell Rd. in reference to a patron fighting with employees, this incident remains under investigation.	
11/05/2022	3:56 am	Officers responded to a suspicious person at 248 E Collins St.	
11/05/2022	7:03 pm	Officers responded to a traffic crash at N Central ave and CR 450.	
11/07/2022	6:03 am	Officers responded to 933 N Central Ave the Save a lot plaza in reference to a motor vehicle crash.	



UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
November 1, 2022 – November 08, 2022

Arrests

ACTIVITY BREAKDOWN

ARRESTS	3
DISPATCHED CALLS	126
TRAFFIC STOPS	48
TRAFFIC CITATIONS ISSUED	5