



# UMATILLA CITY COUNCIL MEETING

February 6, 2024 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

## AGENDA

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*Please silence your electronic devices*

### CALL TO ORDER

### ROLL CALL

### AGENDA REVIEW

### MINUTES REVIEW

1. Approve the Meeting Minutes  
- January 16, 2024, Regular City Council Minutes

### PRESENTATIONS

2. Presentation on recently closed Umatilla Police Department Case
3. Recognition of Officer Jeffery McNeal

### 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 Council addresses such items during this meeting. Public comments are generally limited to three minutes.*

### CONSENT AGENDA

### PUBLIC HEARING / ORDINANCES / RESOLUTIONS

4. Resolution No. 2024-03, Negotiating an Amendment to an Existing Interlocal Service Boundary Agreement between the City of Umatilla and Lake County.
5. First Reading Ordinance No. 2024-A, Amending Amendment to the Interlocal Service Boundary Agreement
6. Resolution No. 2024-02, FDEP State Revolving (SRF) Adoption of the Planning Document for the SR 19 Waterline Extension

### NEW BUSINESS

7. Utility Agreement between the City of Umatilla and Fletcher Grove Development, LLC

### REPORTS

## 8. Staff Reports

### **ADJOURNMENT**

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

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

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



## UMATILLA CITY COUNCIL MEETING

January 16, 2024 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

### MINUTES

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#### PLEDGE OF ALLEGIANCE AND INVOCATION

#### CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech led the pledge of allegiance, the invocation and called the Regular City Council Meeting to order at 6:00 P.M. in the Umatilla City Council Chambers.

#### ROLL CALL

##### MEMBERS PRESENT

Chris Creech, Mayor  
Katherine Adams, Council Member  
Brian Butler, Council Member  
John Nichols, Council Member

##### NOT PRESENT

Kent Adcock, Vice-Mayor

##### ALSO PRESENT

Scott Blankenship, City Manager  
Jessica Burnham, City Clerk  
Kevin Stone, City Attorney  
Aaron Mercer, Development and Public Services Director  
Vaughan Nilson, Public Works Director  
Regina Frazier, Finance Director  
Misti Lambert, Assistant to the City Manager  
Amy Stultz, Library Director  
Adam Bolton, Chief of Police

#### AGENDA REVIEW

**MOTION BY COUNCIL MEMBER ADAMS TO APPROVE THE AGENDA WITH THE CHANGES STATED; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.**

#### MINUTES REVIEW

1. Approval of Meeting Minutes  
- December 19, 2023 Regular City Council Minutes

**MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE MINUTES DATED DECEMBER 19, 2023; SECONDED BY COUNCIL MEMBER ADAMS. MOTION APPROVED BY UNANIMOUS**

**VOICE VOTE.**

**PRESENTATIONS**

**PUBLIC COMMENT**

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

**CONSENT AGENDA**

**PUBLIC HEARING / ORDINANCES / RESOLUTIONS**

- 2. Final Reading of Ordinance No. 2023-31, City Fee Schedule Update

City Attorney Stone read the Ordinance by title only.

**ORDINANCE 2023 - 31**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING AND ADOPTING FEE SCHEDULES FOR THE CITY; PROVIDING FOR IMPLEMENTATION AND FURTHER ADOPTION OF USER FEES BY RESOLUTION; REPEALING ALL USER FEES IN CODE OF ORDINANCE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

Regina Frazier, Finance Director, provided the council with the history of the agenda item.

Mayor Creech opened Public Comment

No one spoke

Mayor Creech closed Public Comment

Discussion ensued on the fees for the planning department.

**MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FINAL READING OF ORDINANCE NO. 2023-31, CITY FEE SCHEDULE UPDATE; SECONDED BY COUNCIL MEMBER BUTLER. MOTION APPROVED BY A ROLL CALL VOTE.**

Council Member Nichols	YES
Council Member Butler	YES
Council Member Adams	YES
Mayor Creech	YES

- 3. Resolution No. 2024-01, Update to City Fee Schedule

City Attorney Stone read the Resolution by title only.

**Resolution No. 2024-01**

**AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING AND ADOPTING FEE SCHEDULES FOR THE CITY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

Regina Frazier, Finance Director, provided the council with the history of the agenda item.

Mayor Creech opened Public Comment

No one spoke

Mayor Creech closed Public Comment

**MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE RESOLUTION NO. 2024-01, UPDATE TO CITY FEE SCHEDULE; SECONDED BY COUNCIL MEMBER ADAMS. MOTION APPROVED BY UNANIMOUS VOICE VOTE.**

**NEW BUSINESS**

4. BID Award for ITB 2023-10 DEP Water Main Replacements

Aaron Mercer, Director, provided the council with an overview of the item and stated the City conducted a seal bid for a multi-location waterline and fire hydrant replacement project that consisted of replacing approximately 6,400 linear feet of water line and installing 5 fire hydrants. ROW Solutions was the low bidder at \$685,565.80 (base bid and alternate). The three priority locations are as follows:

Priority #1: Pearl, Grandview, Hillside, Oxford, Priority #2: East Lake, Pine, Whitcomb, Priority #3: Outlook, Highland, Orange. The City staff along with John Petrohovich, P.E., Mittauer Engineering, conducted extensive background checks and determined that ROW Solutions, LLC is a qualified and competent bidder.

Discussion took place on the unit pricing for the pvc pipe and other City streets that do not connect to pipes.

**MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE BID AWARD IN THE AMOUNT OF \$685,565.80 TO ROW SOLUTIONS; SECONDED BY COUNCIL MEMBER ADAMS. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.**

**OLD BUSINESS**

5. SR 19 and Guerrant Street parking restriction enforcement recommendation

Chief Bolton provided the council with background on the agenda item and mentioned that staff was asked to provide a plan to enforce parking restrictions located at 15 North Central Ave. The issue does not necessarily arise from customers to the local businesses who may exceed the parking limitation by a few minutes, but rather vehicles being parked in the space for long durations, causing sight triangle issues and reducing parking available for patrons of the surrounding businesses. This assignment can be enforced by the currently deployed road patrol units. Parking enforcement is within the scope of their current role and enforced throughout the city. Officers have written a multitude of citations for similar violations.

Discussion took place on a time frame to put in place.

Council directed staff to reach out to the businesses and find out what the best time frame would be to put in place.

## **REPORTS**

### 6. Staff Reports

Mr. Blankenship stated the staff is currently starting to look at some possible Charter Amendments for the upcoming election.

Attorney Stone provided an update on current legislation.

Council Member Butler thanked the police department for their help with an issue that had occurred.

Council Member Adams had no report

Council Member Nichols spoke about the recent event that was held at the airport this past Saturday.

Mayor Creech had nothing to report.

Chief Bolton provided an update within the police dept

Ms. Frazier had no report

Mr. Mercer had no report

Ms. Stultz had nothing to report

Ms. Lambert had nothing to report

## **ADJOURNMENT**

With no further business for discussion, meeting adjourned at approximately 6:21 p.m.

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Chris Creech, MAYOR

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Jessica Burnham  
City Clerk



**CITY OF UMATILLA**  
**AGENDA ITEM STAFF REPORT**

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**DATE:** February 2, 2024

**MEETING DATE:** February 6, 2024

**SUBJECT:** Resolution No. 2024-03, Negotiating an Amendment to an Existing Interlocal Service Boundary Agreement between the City of Umatilla and Lake County.

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**BACKGROUND SUMMARY:**

The City participated in the negotiation of an Interlocal Service Boundary Agreement (ISBA) with Lake County, pursuant to sec. 171.203, Florida Statutes, and approved the ISBA by Ordinance 2011-C on May 3, 2011. The City and Lake County amended the Original ISBA to address certain additional connections to the water system and to expand the boundaries of the ISBA and the City approved said amendment by Ordinance 2013-C on February 21, 2013. The City of Umatilla desires to amend the Current ISBA to expand its boundaries by amending Paragraph 2 of the ISBA. This area is currently provided with potable water from the City.

**RECOMMENDATIONS:**

Approval of Resolution No. 2023-03, Negotiating an Amendment to an Existing Interlocal Service Boundary Agreement between the City of Umatilla and Lake County

**FISCAL IMPACTS:**

N/A

**ATTACHMENTS:**

1. Resolution No. 2024-03
  2. Interlocal Service Boundary Agreement amendment
  3. Exhibit C-1
-

**RESOLUTION NO. 2024-03**

**AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, INITIATING THE PROCESS, PURSUANT TO §171.203, FLORIDA STATUTES, FOR NEGOTIATING AN AMENDMENT TO AN EXISTING INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF UMATILLA, FLORIDA AND LAKE COUNTY, FLORIDA THAT WAS APPROVED BY THE CITY OF UMATILLA PURSUANT TO ORDINANCE 2011-C AND AMENDED BY ORDINANCE 2013-C; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature adopted Part II of Chapter 171, Florida Statutes as an alternative for local governments regarding annexation of real property into a municipality; and

**WHEREAS**, in part, the intent of the Legislature is to “encourage intergovernmental coordination in planning, service delivery, and boundary adjustments”; and

**WHEREAS**, the City participated in the negotiation of an interlocal service boundary agreement (ISBA) with Lake County, pursuant to sec. 171.203, Florida Statutes, and approved the ISBA by Ordinance 2011-C on May 3, 2011 (the “Original ISBA”); and

**WHEREAS**, the City and Lake County amended the Original ISBA to address certain additional connections to the water system and to expand the boundaries of the ISBA and the City approved said amendment by Ordinance 2013-C on February 21, 2013 (the “Current ISBA”); and

**WHEREAS**, the City of Umatilla desires to amend the Current ISBA to expand its boundaries by amending Paragraph 2, the areas that may be voluntarily annexed.

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

**Section 1.** The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.

**Section 2.** The City of Umatilla invites Lake county per the provisions of Chapter 171.203, Florida Statutes.

**Section 3.** The City of Umatilla identifies for discussion the proposed Interlocal Boundary Agreement between Lake County and the City of Umatilla attached hereto as Exhibit “A”, which is attached hereto and incorporated herein.

**Section 4.** The issue for negotiation is: Voluntary annexation of properties served by City utilities and are only accessible by traveling through the city limits.

**DONE and RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
by the City Council of the City of Umatilla.

\_\_\_\_\_  
Chris Creech, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Burnham, City Clerk

Approved as to form:

\_\_\_\_\_  
Kevin Stone, City Attorney

“Exhibit A”

AMENDMENT TO INTERLOCAL SERVICE  
BOUNDARY AGREEMENT BETWEEN

The City of Umatilla and Lake County  
Amending the Interlocal Service Boundary  
Agreement dated  
April 5, 2011

## **AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF, AND LAKE COUNTY**

This Amendment to the Interlocal Service Boundary Agreement is made by and between the City of Umatilla, a municipal corporation (the “City”) and Lake County, a political subdivision of the State of Florida (the “County”).

### **WITNESSETH**

**WHEREAS**, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*.

**WHEREAS**, the County possesses Home Rule powers pursuant to Article VIII, Section 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*.

**WHEREAS**, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*, is to “permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.”

**WHEREAS**, the principal goal of the Interlocal Service Boundary Agreement Act Section 171.20, *Florida Statutes* is to “encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community.” It is also intended to provide “a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation” . . . “to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments” . . . “to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability” . . . and “to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.”

**WHEREAS**, in 2011, the City and County entered into an Interlocal Service Boundary Agreement (the “ISBA”), in order to specifically identify lands deemed logical for future annexations into the City and land to remain unincorporated.

**WHEREAS**, in 2013, the City and County amended the ISBA to provide for additional connections to the water system and to amend Exhibit “B”.

**WHEREAS**, the City and County wish to amend the ISBA in order to expand Umatilla’s annexation abilities under the ISBA, and permit Umatilla to annex lands noncontiguous to its boundaries, with the consent of the property owner(s).

**WHEREAS**, Cities and County find that the benefits of intergovernmental communications and coordination will accrue to all Parties.

**WHEREAS**, this Amendment to the ISBA is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, 190.011, *Florida Statutes* (2015).

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and in the ISBA, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the ISBA as follows:

1. **RECITALS.** The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this Amendment to the ISBA.

2. **AMENDMENT TO PARAGRAPH 2 “ANNEXATION BY UMATILLA”.** Paragraph 2 of the ISBA, entitled “Annexation by Umatilla”, is hereby amended to add the following:

D. UMATILLA is the water utility provider for the real property described in Exhibit “C-1” and can only be accessed by driving in and through the City of Umatilla. Upon UMATILLA obtaining consent to annex from the property owner(s), the Parties agree that UMATILLA can annex the Private Properties identified by Alternate Key number in Exhibit “C-1”, even though they do not meet the requirements of §171.043, Florida Statutes. The COUNTY waives notice of said annexation as required by §171.044, Florida Statutes and the Parties further consent to said annexation.

3. **INCORPORATION.** All provisions of the ISBA shall remain in full force and effect, and this Amendment is supplemental to the ISBA.

4. **EFFECTIVE DATE AND TERM.** This Amendment to the ISBA shall be effective upon the date the last party executes it, and thereafter shall remain in effect coterminous with the ISBA.

5. **ENTIRE AGREEMENT.** This Amendment to the ISBA constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Amendment to the ISBA.

6. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida shall govern this Amendment to the ISBA, and venue shall be in Lake County, Florida. Jurisdiction shall only be in the Circuit Court of Lake County, Florida.

7. **SEVERABILITY.** If any portion of this Amendment to the ISBA is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Amendment to the ISBA, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Amendment to the ISBA shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

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

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Kirby Smith, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

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Neil Kelly, Clerk of the Board of County  
Commissioners of Lake County, Florida

Approved as to form and legality:

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Melanie Marsh, County Attorney

**CITY OF UMATILLA**

\_\_\_\_\_  
Chris Creech, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Jessica Burnham, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Kevin Stone, City Attorney

**Exhibit "C-1"**  
**Private Property**

1126827	1126959	1127246	1126908	1127092	1200563
1127190	1126819	1493773	1126843	1126860	1127220
1127238	1798884	1373204	1127203	1127173	1734771
1126941	1754305	1493846	1200598	1127165	1734754
1373191	1798868	2568941	1493935	1200555	1126916
1127025	1493854	1493811	1126967	1126932	1493781
1754291	1126886	1126975	1127041	1493790	1493714
1127017	1127076	1200571	1126924	1126983	3777460
1127271	1734762	1127181	1493803	1493927	1493765
1127211	3352424	1754275	1493919	1126835	1493820
2777516	1127157	1493862	1493722	1127122	1127084
1127068	1493897	1798876	1493901	1126991	3809233
1127009	1126878	1493943	1127254	1754283	1104858
1493960	1127050	1127106	1126894	1200547	3910157
1126801	1200601	1680620	1493757	1680638	3800663
1493749	1493838	1127149	1127131	1493706	1127114
1126851	1493889	1493871	1127262	1493951	2948418
3284976	3242670	2948442	2922770	2922796	2922800
3331931	3316053	2948426	3776168	1117674	3028791
3910166	1127173	1127181	1734771	1493706	1493897
1127190	1680638	1127203	3809233	1127211	1127220

1493862	3870957	1493871	1493889	1127238	1493901
1493919	1127246	1493927	1200571	3910157	2992387
2933704	2802936	2759607			



**CITY OF UMATILLA**  
**AGENDA ITEM STAFF REPORT**

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**DATE: January 25, 2024**

**MEETING DATE: February 6, 2024**

**SUBJECT: First Reading Ordinance No. 2024-A, Amending Amendment to the Interlocal Service Boundary Agreement**

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**BACKGROUND SUMMARY:**

The principal goal of the Interlocal Service Boundary Agreement (ISBA) is to encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community.

The City of Umatilla and Lake County entered into an Interlocal Service Boundary Agreement (the “ISBA”), in order to specifically identify lands deemed logical for providing future services. The most recent amendment to the ISBA was adopted in 2013.

**RECOMMENDATIONS:**

Approval of Ordinance No. 2024-A, Amending Amendment to the Interlocal Service Boundary Agreement

**FISCAL IMPACTS:**

N/A

**ATTACHMENTS:**

1. Ordinance No. 2024-A Amending Amendment to the Interlocal Service Boundary Agreement between City of Umatilla and Lake County
  2. Exhibit A Interlocal Service Boundary Agreement amendment
  3. Exhibit B Umatilla ISBA Map
  4. Exhibit C-1
  5. Business Impact - Ord No. 2024-A
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## **ORDINANCE 2024-A**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF UMATILLA, FLORIDA AND LAKE COUNTY, FLORIDA THAT WAS APPROVED BY THE CITY OF UMATILLA PURSUANT TO ORDINANCE 2011-C AND AMENDED BY ORDINANCE 2013-C; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature adopted Part II of Chapter 171, Florida Statutes as an alternative for local governments regarding annexation of real property into a municipality; and

**WHEREAS**, in part, the intent of the Legislature is to “encourage intergovernmental coordination in planning, service delivery, and boundary adjustments”; and

**WHEREAS**, the City participated in the negotiation of an interlocal service boundary agreement (ISBA) with Lake County, pursuant to sec. 171.203, Florida Statutes, and approved the ISBA by Ordinance 2011-C on May 3, 2011 (the “ISBA”); and

**WHEREAS**, the City and Lake County amended the ISBA to address certain additional connections to the water system and to expand the boundaries of the ISBA and the City approved said amendment by Ordinance 2013-C on February 21, 2013 (the “Amendment”); and

**WHEREAS**, the City and Lake County desire to amend the ISBA to expand its boundaries by amending Section 2 of the ISBA; and

**WHEREAS**, the City of Umatilla desires to approve the proposed amendments by passing this Ordinance 2024-A.

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

**Section 1.** The City of Umatilla hereby approves the amended Interlocal Service Boundary Agreement Between Lake County and the City of Umatilla attached hereto as Exhibit “A” and Exhibit “B,” respectively, and incorporated herein by reference.

**Section 2.** All ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**Section 3.** This Ordinance shall become effective immediately upon passing.

**Section 4.** If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

**PASSED** and **ORDAINED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
by the City Council of the City of Umatilla.

\_\_\_\_\_  
Chris Creech, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Burnham, City Clerk

Approved as to form:

\_\_\_\_\_  
Kevin Stone, City Attorney

“Exhibit A”

AMENDMENT TO INTERLOCAL SERVICE  
BOUNDARY AGREEMENT BETWEEN

The City of Umatilla and Lake County  
Amending the Interlocal Service Boundary  
Agreement dated  
April 5, 2011

**AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT  
BETWEEN THE CITY OF, AND LAKE COUNTY**

This Amendment to the Interlocal Service Boundary Agreement is made by and between the City of Umatilla, a municipal corporation (the “City”) and Lake County, a political subdivision of the State of Florida (the “County”).

**WITNESSETH**

**WHEREAS**, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*.

**WHEREAS**, the County possesses Home Rule powers pursuant to Article VIII, Section 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*.

**WHEREAS**, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*, is to “permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.”

**WHEREAS**, the principal goal of the Interlocal Service Boundary Agreement Act Section 171.20, *Florida Statutes* is to “encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community.” It is also intended to provide “a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation” . . . “to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments” . . . “to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability” . . . and “to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.”

**WHEREAS**, in 2011, the City and County entered into an Interlocal Service Boundary Agreement (the “ISBA”), in order to specifically identify lands deemed logical for future annexations into the City and land to remain unincorporated.

**WHEREAS**, in 2013, the City and County amended the ISBA to provide for additional connections to the water system and to amend Exhibit “B”.

**WHEREAS**, the City and County wish to amend the ISBA in order to expand Umatilla’s annexation abilities under the ISBA, and permit Umatilla to annex lands noncontiguous to its boundaries, with the consent of the property owner(s).

**WHEREAS**, Cities and County find that the benefits of intergovernmental communications and coordination will accrue to all Parties.

**WHEREAS**, this Amendment to the ISBA is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, 190.011, *Florida Statutes* (2015).

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein and in the ISBA, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the ISBA as follows:

1. **RECITALS.** The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this Amendment to the ISBA.

2. **AMENDMENT TO PARAGRAPH 2 “ANNEXATION BY UMATILLA”.** Paragraph 2 of the ISBA, entitled “Annexation by Umatilla”, is hereby amended to add the following:

D. UMATILLA is the water utility provider for the real property described in Exhibit “C-1” and can only be accessed by driving in and through the City of Umatilla. Upon UMATILLA obtaining consent to annex from the property owner(s), the Parties agree that UMATILLA can annex the Private Properties identified by Alternate Key number in Exhibit “C-1”, even though they do not meet the requirements of §171.043, Florida Statutes. The COUNTY waives notice of said annexation as required by §171.044, Florida Statutes and the Parties further consent to said annexation.

3. **INCORPORATION.** All provisions of the ISBA shall remain in full force and effect, and this Amendment is supplemental to the ISBA.

4. **EFFECTIVE DATE AND TERM.** This Amendment to the ISBA shall be effective upon the date the last party executes it, and thereafter shall remain in effect coterminous with the ISBA.

5. **ENTIRE AGREEMENT.** This Amendment to the ISBA constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Amendment to the ISBA.

6. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida shall govern this Amendment to the ISBA, and venue shall be in Lake County, Florida. Jurisdiction shall only be in the Circuit Court of Lake County, Florida.

7. **SEVERABILITY.** If any portion of this Amendment to the ISBA is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Amendment to the ISBA, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Amendment to the ISBA shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

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

---

Kirby Smith, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

---

Neil Kelly, Clerk of the Board of County  
Commissioners of Lake County, Florida

Approved as to form and legality:

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Melanie Marsh, County Attorney

**CITY OF UMATILLA**

\_\_\_\_\_  
Chris Creech, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Jessica Burnham, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Kevin Stone, City Attorney

**Legend**

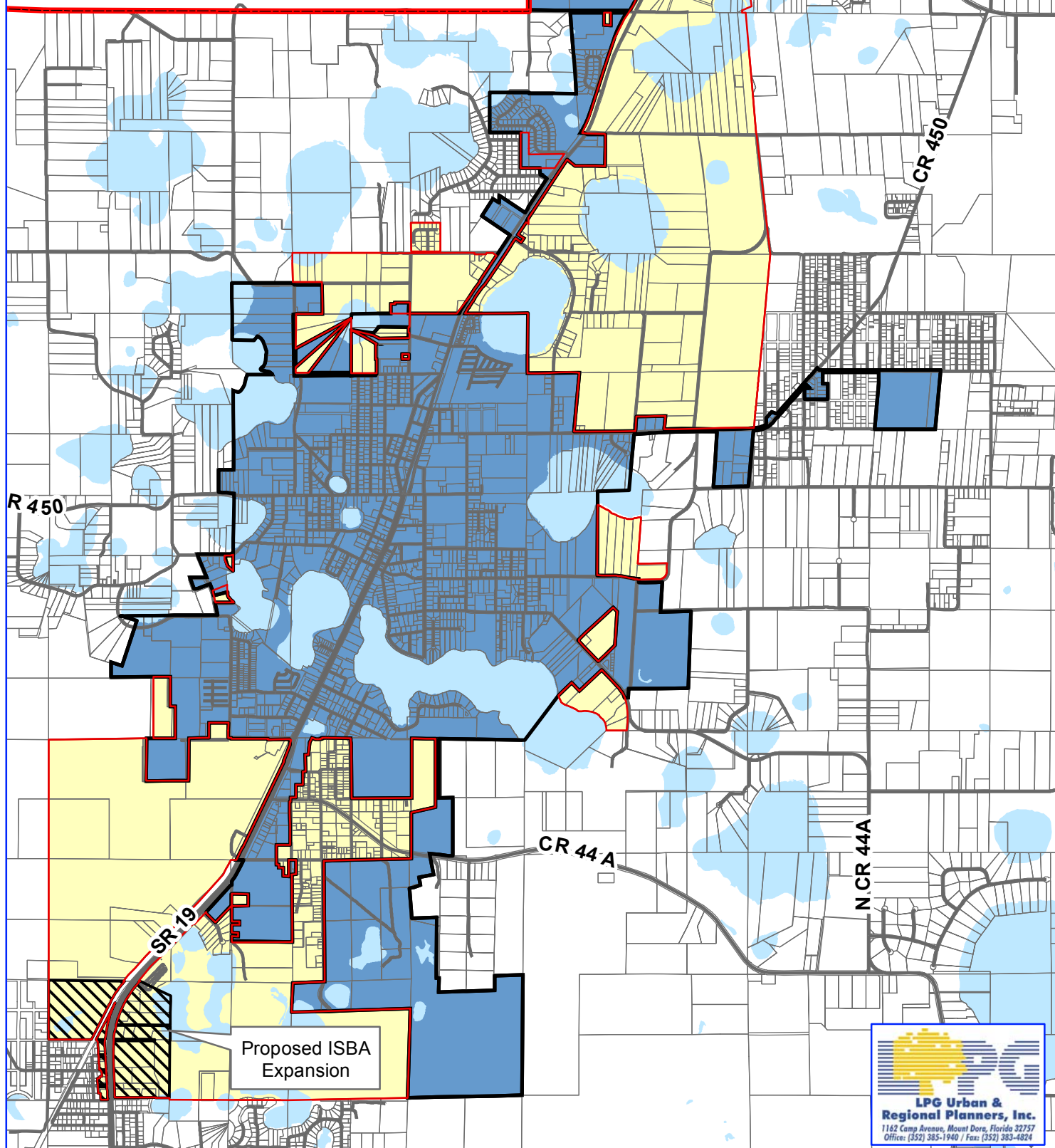
-  Umatilla City Limits
-  Lake County Boundary
-  Interlocal Agreement Areas of Interest

This map shows the amended areas which were on Exhibit B in the original ISBA

**CITY OF UMATILLA  
PROPOSED ISBA  
Amended Exhibit B**



1 inch = 3,000 feet



**Exhibit "C-1"**  
**Private Property**

1126827	1126959	1127246	1126908	1127092	1200563
1127190	1126819	1493773	1126843	1126860	1127220
1127238	1798884	1373204	1127203	1127173	1734771
1126941	1754305	1493846	1200598	1127165	1734754
1373191	1798868	2568941	1493935	1200555	1126916
1127025	1493854	1493811	1126967	1126932	1493781
1754291	1126886	1126975	1127041	1493790	1493714
1127017	1127076	1200571	1126924	1126983	3777460
1127271	1734762	1127181	1493803	1493927	1493765
1127211	3352424	1754275	1493919	1126835	1493820
2777516	1127157	1493862	1493722	1127122	1127084
1127068	1493897	1798876	1493901	1126991	3809233
1127009	1126878	1493943	1127254	1754283	1104858
1493960	1127050	1127106	1126894	1200547	3910157
1126801	1200601	1680620	1493757	1680638	3800663
1493749	1493838	1127149	1127131	1493706	1127114
1126851	1493889	1493871	1127262	1493951	2948418
3284976	3242670	2948442	2922770	2922796	2922800
3331931	3316053	2948426	3776168	1117674	3028791
3910166	1127173	1127181	1734771	1493706	1493897
1127190	1680638	1127203	3809233	1127211	1127220

1493862	3870957	1493871	1493889	1127238	1493901
1493919	1127246	1493927	1200571	3910157	2992387
2933704	2802936	2759607			



## Business Impact Estimate Exemption

### **Ordinance 2024-A**

Summary of Ordinance: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, APPROVING AN AMENDMENT TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF UMATILLA, FLORIDA AND LAKE COUNTY, FLORIDA THAT WAS APPROVED BY THE CITY OF UMATILLA PURSUANT TO ORDINANCE 2011-C AND AMENDED BY ORDINANCE 2013-C; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

*Increase boundary of the Interlocal Service Boundary Agreement with Lake County to provide for services and allow for voluntary annexation by unincorporated residents who are provided city water and other city utilities.*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

*None expected.*

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

*N/A*

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

*None.*

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

*None.*

4. Additional information the governing body deems useful (if any):

*The proposed ordinance will not impact any businesses and only applies to residential units located in unincorporated Lake County.*



**CITY OF UMATILLA**  
**AGENDA ITEM STAFF REPORT**

---

**DATE: January 25, 2024**

**MEETING DATE: February 6, 2024**

**SUBJECT: Resolution No. 2024-02, FDEP State Revolving (SRF) Adoption of the Planning Document for the SR 19 Waterline Extension**

---

**BACKGROUND SUMMARY:**

The Florida Department of Environmental Protection requires local governments, who apply for State financing of construction loans for water facilities, to formally authorize and adopt the planning document that outlines the necessary drinking water facility improvements to comply with State of Florida funding requirements.

Adoption of this resolution is necessary to seek a State Revolving Loan (SRF Funds) and must accompany our "Request for Inclusion" on the drinking water priority list which is the preferred funding source for the SR19 Water Line Extension.

The current construction estimate is \$1,174,000 and the City is seeking up to 80% loan forgiveness.

**RECOMMENDATIONS:**

Approval of Resolution 2024-02, FDEP State Revolving Loan (SRF) Adoption of the Planning Document for the SR 19 Waterline Extension

**FISCAL IMPACTS:**

Total estimated at \$234,800 funded from water

**ATTACHMENTS:**

1. Reso No. 2024-02, FDEP SRF SR 19 Waterline Extension
  2. SR-19 Planning Document - Drinking Water (Signed)
-

**RESOLUTION 2024-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE PLANNING DOCUMENT FOR THE STATE ROAD 19 WATERLINE EXTENSION FACILITY PLAN FOR THE IMPLEMENTATION OF DRINKING WATER IMPROVEMENTS, EFFECTIVE THIS DATE.**

**WHEREAS**, Florida Statutes provide for loans to local government agencies to finance the construction of water facilities; and Florida Administrative Code requires the formal authorization by City Council to formally adopt the planning document outlining necessary drinking water facility improvements to comply with State of Florida funding requirements; and

**WHEREAS**, formal adoption of the proposed Facility Plan is required for the City of Umatilla to participate in the State Revolving Loan Fund Program; and

**WHEREAS**, the City Council of the City of Umatilla, Florida agrees with the findings and summary of necessary improvements as outlined in the SRF planning document for State Road 19 Waterline Extension and intends to enter into a loan agreement with the Florida Department of Environmental Protection under the SRF for project financing.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Umatilla, Florida formally approves and adopts the City of Umatilla’s SRF planning document for State Road 19 Waterline Extension as written and presented to the City Council on this date;

**SECTION 1. FINDINGS**

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

The City of Umatilla, Florida, is authorized to approve the proposed Facility Plan.

The City Manager is hereby designated as the authorized representative to provide the assurances and commitments that will be required by the Facility Plan.

The Mayor is hereby designated as the authorized representative to execute the Facility Plan which will become the foundation of all activities related to the drinking water facility improvements. The Mayor is authorized to represent the City in carrying out the City’s responsibilities under the Facility Plan. The Mayor is authorized to delegate responsibility to appropriate City Staff to carry out technical, financial, and administrative activities associated with the Facility Plan.

The legal authority for adoption of this facility plan is pursuant to the City Charter, City Code of Ordinances, and the Laws of the State of Florida.

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

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

**SECTION 2. EFFECTIVE DATE**

This Resolution shall take effect upon its approval and adoption by the City Council.

**APPROVED AND ADOPTION THIS 6<sup>TH</sup> DAY OF FEBRUARY, 2024.**

**CITY COUNCIL  
CITY OF UMATILLA, FLORIDA**

---

**CHRIS CREECH, MAYOR**

**ATTEST:**

**APPROVED AS TO FORM:**

**STONE & GERKEN, P.A.**

---

**JESSICA BURNHAM FRCM  
CITY CLERK**

---

**KEVIN STONE CITY ATTORNEY**

# **City of Umatilla**

## **State Revolving Fund Planning Document For State Road 19 Waterline Extension**



**January 2024**

Prepared by:



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## Appendices

- Appendix A - Cost Estimates (Included)
- Appendix B - Public Participation Notice (will be provided later after Council Meeting on 6th Feb.
- Appendix C - Business Plan (will be provided later after council meeting on 6th Feb.
- Appendix D - Adopting Resolution (will be provided later after council meeting on 6th Feb.

# Section 1: Executive Summary

This planning document was prepared in accordance with the requirements of the Florida Department of Environmental Protection (FDEP) in support of obtaining State Revolving Fund (SRF) from the drinking water section, for the City of Umatilla's Waterline Extension project to serve the growing commercial area, as explained under Project description. Hereon, the project area will be referred to as a Planning Area.

## 1.1 Project Description and Location

### **State Road 19 Waterline Extension:**

The City of Umatilla currently provides water service throughout the city and is planning to expand its service area boundary southward to meet the demand of the growing SR-19 commercial area. The water main extension project is located within the Interlocal Service Boundary in the City of Umatilla, Lake County, on the east side of State Road 19 between Lake Smith Road and 3<sup>rd</sup> Street.

A map showing the boundaries of the City of Umatilla's current service area and Interlocal Service Boundary is presented in **Figure 1**.

## 1.2 Justification for Project

### **State Road 19 Waterline Extension:**

Municipal water is not currently available in Existing Interlocal Boundary to support the growing commercial area, especially on the south side of City of Umatilla's current service area. The construction of approximately 5,320 LF of 10" potable water main would provide municipal water services to existing and future commercial properties in the area. The water main extension project proposed as part of this planning document is designed to provide much needed fire protection in the area by constructing fire hydrants on the east side of State Road 19.

## 1.3 Scope of Planning Document

The planning document was developed to assess potential options to serve the planning area by providing quality potable water and effective fire protection in case of emergency.

# Section 2: Cost Comparison

## 2.1 Development of Alternatives

The goal of the project is to provide quality potable water service and fire protection to the proposed commercial area on the south side of City of Umatilla. Alternatives were evaluated on both their ability to meet the future needs of the planning area and the initial capital costs. The three alternatives for the project in the planning area selected for further evaluation are as follows:

### State Road 19 Waterline Extension:

- Alternative 1 – No Action
- Alternative 2 – Extension of water main along the East side of SR 19
- Alternative 3 – Extension of water main along the West side of SR 19

### Alternative 1 – No Action

Under this alternative, the City of Umatilla would not extend the water main along State Road 19.

#### Description of Alternative

The potable water service would not be extended southwards under this alternative. The existing and future development in the area would need to rely on private wells, which could have negative impacts on public health as the wells can be easily contaminated if not properly maintained.

#### Effectiveness of Alternative

Selection of this alternative means that the City of Umatilla would not be able to provide drinking water service to current and future commercial developments in the planning area. These current and future developments would need to rely on private wells for the supply of potable water. Not extending the pipeline southwards would be detrimental to the City's ability to provide effective fire protection in case of emergency.

#### Cost of Alternative

As the no action alternative would not adequately provide service to the planning area, a cost analysis was not prepared.

### Alternative 2 – Extension of Water Main Along East Side of State Road 19

Under this alternative, the City's water main would be extended along the FDOT right of way on the east side of State Road 19.

#### Description of Alternative

The City of Umatilla's existing waterline currently extends along the State Road 19 up to Lake Smith Road. As part of this alternative, approximately 5,320 LF of 10" PVC water main and nine (9) fire hydrants would be constructed along the East side of State Road 19 from Lake Smith Road up to 3<sup>rd</sup> Street. A map showing the location of the proposed pipeline routing is presented in **Figure 2**.

### Effectiveness of Alternative

Implementation of this alternative would accomplish both goals of providing quality water and fire protection to the planning area. The State Road 19 FDOT East right of way has sufficient space to allow for installation of water main and fire hydrants. The FDOT permit has already been acquired to construct water main along their right of way. This alternative is also cost effective as the majority of pipeline could be installed through the open-cut method of installation. But directional boring is also required to install pipelines under driveways & roadways within the FDOT right of way as per their requirement. This alternative is deemed to be most cost effective.

### Cost of Alternative

The opinion of probable construction cost for this alternative is approximately \$1,174,000.00, with a present worth cost of \$1,206,458.00. A complete summary of the cost of the Alternative is presented in **Appendix A**.

## Alternative 3 – Extension of Water Main Along West Side of State Road 19

Under this alternative, the City's water main would be extended to provide service to the planning area. The water main would be constructed on the FDOT right of way along the west side of State Road 19 from Lake Smith Road up to 3<sup>rd</sup> Street.

### Description of Alternative

The City of Umatilla's existing waterline extends along the State Road 19 up to Lake Smith Road. As part of this alternative, approximately 4,930 LF of 10" PVC water main and nine (9) fire hydrants would be constructed along the West side of State Road 19 from Lake Smith Road up to 3<sup>rd</sup> Street. A map showing the location of the proposed pipeline routing is presented in **Figure 3**.

### Effectiveness of Alternative

Implementation of this alternative would accomplish both goals of providing quality water and fire protection to the planning area. The State Road 19 West right of way is owned by Florida Central Railroad and has sufficient space to allow for installation of water main and fire hydrants. This alternative is very expensive as the majority of pipeline would be in the railroad right of way and would have to be designed to meet their standard, such as steel encasement and greater depth of installation.

### Cost of Alternative

The opinion of probable construction cost for this alternative is approximately \$2,422,000.00, with a present worth cost of \$2,450,963.00. A complete summary of the cost of the Alternative is presented in **Appendix A**.

# Section 3: Environmental Effects

An environmental investigation of the site was not performed as part of this evaluation because construction will occur within the already developed FDOT right of way. Therefore, it is expected that the proposed pipeline construction will have no additional environmental impacts to the project area.

A summary of the anticipated environmental benefits and impacts is presented below.

## 3.1 Environmental Benefits

Extending public water to the south has the benefit of protecting groundwater and surface water in the planning area. Availability of a municipal drinking water system would eliminate the need for private wells to meet the demand of potable water. While there are no new environmental benefits provided by implementing the proposed project, it is essential to provide water service and fire protection to this area as this would help in preventing the environmental impacts that would be associated with constructing numerous private wells.

## 3.2 Environmental Impacts

Construction of water main will occur within the already developed FDOT right of way. No additional environmental effects are anticipated.

### 3.2.1 Impacts on Flora and Fauna

Prior to the construction, the site will be evaluated for the presence or potential presence of listed species including the gopher tortoise, Florida scrub jay, sand skink, and eastern indigo snake. No listed species or evidence of listed species was observed within the limits of the construction area during the site visit. No adverse environmental impacts to flora and fauna are anticipated as part of the project. The gopher tortoise survey will be completed prior to commencement of construction, and if gopher tortoises are found within the construction area, they will be relocated by following Florida Fish and Wildlife Conservation Commission regulations.

### 3.2.2 Impacts on Surface Water Bodies and Wetlands

There are no surface water bodies or wetlands located within 25 feet of the project. No adverse impacts on surface water bodies or wetlands are anticipated as part of this project.

## 3.3 Impact on Minority and Low-Income Communities

No impacts on minority or low-income communities are anticipated as the proposed improvements will be constructed within the FDOT right of way through primarily undeveloped or commercially zoned land. Upon completion of construction, most of the improvements will also be buried with little visual impact on the surrounding communities.

# Section 4: Selected Alternative

Extension of water main along the east side of State Road 19 is selected for implementation. Details of the selected alternatives are presented below.

## 4.1 Existing Utilities

**Extension of Water Main along east side of State Road 19** – The proposed 10” water main is to be connected to the existing 8” water main on the north side of Lake Smith Road.

## 4.2 Recommended Utility Improvements

The recommend improvement projects consist of the extension of existing water system to effectively serve the planning area. Recommended utility improvements specifically include:

- Construction of approximately 5,320 linear feet of 10” potable water main
- Construction of nine (9) Fire Hydrants

The water main along State Road 19 will be constructed within FDOT right of way, which has already been approved by FDOT. Trenching method of installation will be used except for installation under roadways and driveways within FDOT limits.

## 4.3 Opinion of Probable Construction Cost

The total opinion of probable construction cost for the projects included within this planning document is \$1,174,000.00. This cost would be requested from the Drinking Water SRF program for potable water infrastructure. It is assumed that the drinking water infrastructure would be constructed by a single contractor, and a 10 percent contingency has been included in the estimates. A summary of the opinion of probable construction cost and present worth cost for the project is presented in **Table 1**. A detailed summary of the opinion of probable construction cost and present worth cost analysis is presented in **Appendix A**.

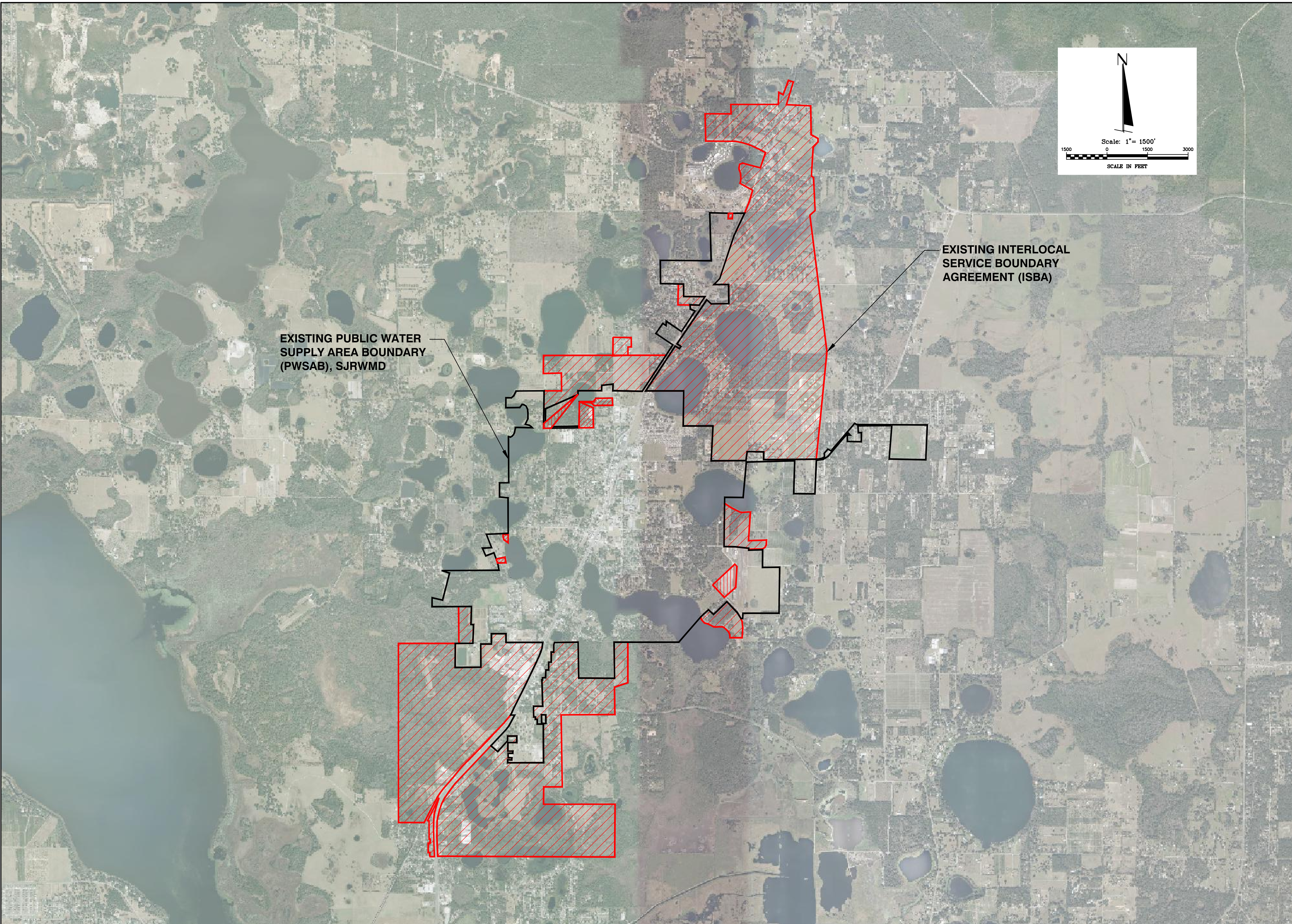
**Table 1: Opinion of Probable Construction Cost Summary**

Project Name	Drinking Water SRF	Total Present Worth
SR 19 WL Extension	\$1,174,000.00	\$1,206,458.00

# Section 7: Implementation Schedule

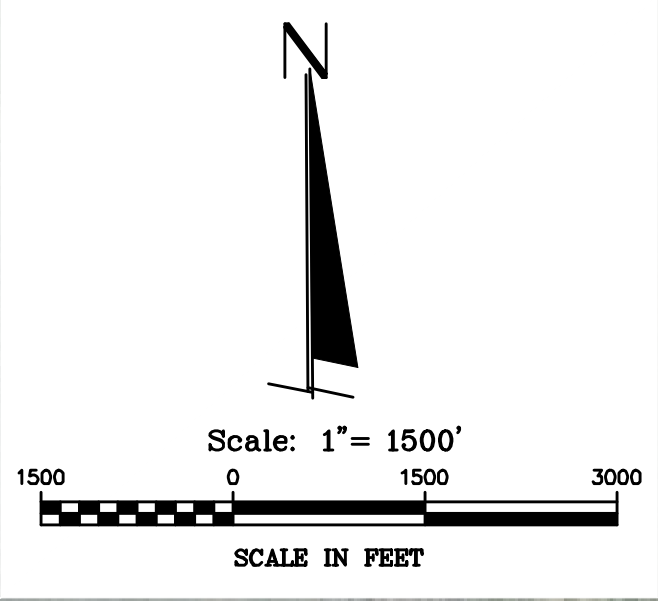
The selected alternative is already designed and required permits have been acquired. The major milestones remaining for the implementation are presented below:

- March 2024 – Complete Final Design of Recommended Alternative
- April 2024 – Advertise for Bids
- June 2024 – Award Construction Contract
- August 2024 through February 2025 – Construction
- February 2025 – Closeout and Certification of Completion
- August 2025 – Begin SRF Loan Repayments to FDEP



EXISTING PUBLIC WATER  
SUPPLY AREA BOUNDARY  
(PWSAB), SJRWMD

EXISTING INTERLOCAL  
SERVICE BOUNDARY  
AGREEMENT (ISBA)



DATE	REVISION
***	1
	2
	3
	4
	5
	6
	7
	8

CITY OF UMATILLA  
EXISTING PUBLIC WATER SUPPLY  
AREA BOUNDARY (PWSAB)  
AND EXISTING INTER-LOCAL  
SERVICE BOUNDARY



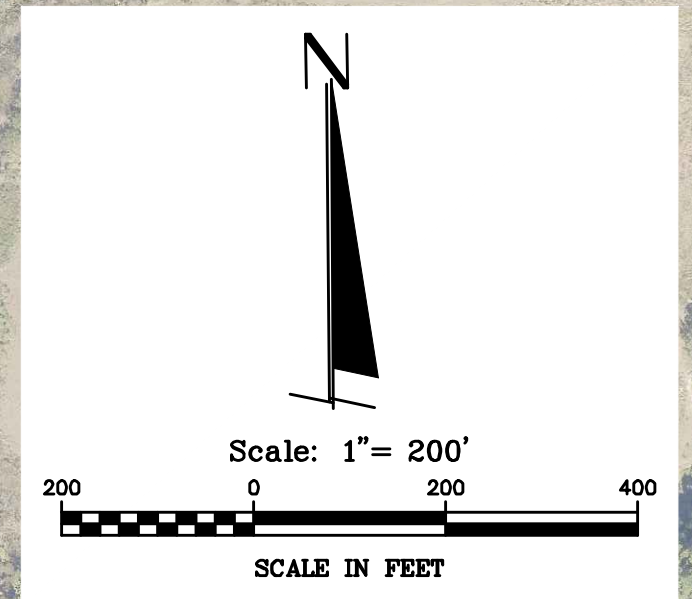
DATE:	AUGUST 2023
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY:	RAE
JOB NO.:	053292.001
FILE NAME:	Figures

**FIGURE 1**



DATE	REVISION
***	1 / /
	2
	3
	4
	5
	6
	7
	8

CITY OF UMATILLA  
 EXTENSION OF WATER MAIN  
 ALONG EAST SIDE OF  
 STATE ROAD 19



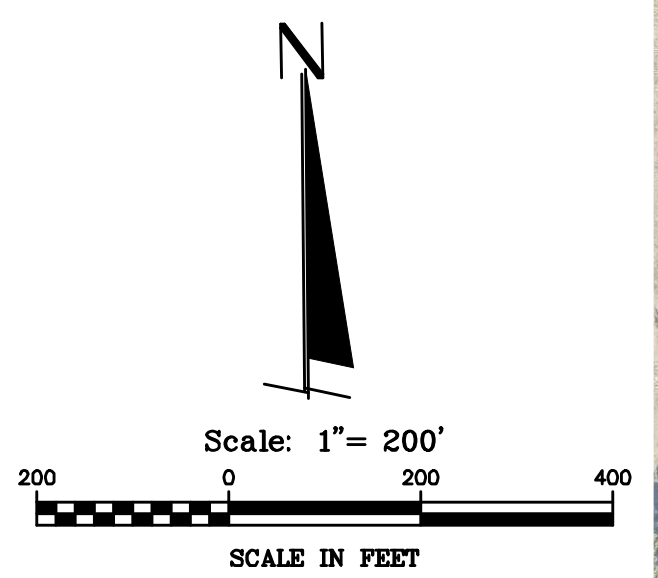
DATE:	DECEMBER 2023
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY:	RAE
JOB NO.:	053292.001
FILE NAME:	Figures

FIGURE 2



PROPOSED SR-19  
CROSSING  
(130 LF OF 10" PVC)

WATER MAIN EXTENSION  
ALONG STATE ROAD 19  
(10" PVC ±4,800 LF)



DATE	REVISION
***	1 III
	2
	3
	4
	5
	6
	7
	8

CITY OF UMATILLA  
EXTENSION OF WATER MAIN  
ALONG WEST SIDE OF  
STATE ROAD 19



**halff**  
902 NORTH SINCLAIR AVE.  
TAVARES, FLORIDA 32778  
TEL: (352) 343-8481

DATE:	DECEMBER 2023
DESIGNED BY:	BJ
DRAWN BY:	BJ
CHECKED BY:	RAE
JOB NO.:	053292.001
FILE NAME:	Figures
<b>FIGURE 3</b>	

# APPENDIX A

**Alternative 2**

**City of Umatilla - State Road 19 Water Line Extension**

**Opinion of Probable Construction Cost**

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	LS	\$30,000	\$30,000
2	110% Payment and Performance Bond	1	LS	\$10,000	\$10,000
3	Survey/As-builts	1	LS	\$15,000	\$15,000
4	Maintenance of Traffic	1	LS	\$15,000	\$15,000
5	Connect to Existing WM	1	EA	\$2,000	\$2,000
6	10" C900 DR18 PVC WM	3543	LF	\$75	\$265,725
7	2" Water Services	1	EA	\$2,000	\$2,000
8	1" Water Services	1	EA	\$1,500	\$1,500
9	10" Gate Valves	10	EA	\$5,000	\$50,000
10	Air Release Valves	12	EA	\$2,500	\$30,000
11	Fire Hydrant Assembly	9	EA	\$6,000	\$54,000
12	Directional Drill 10" Fusible PVC	1330	LF	\$200	\$266,000
13	Jack & Bore 10" Fusible PVC in 24" Steel Casing	447	LF	\$500	\$223,500
14	Open Cut & Repair Concrete Sidewalk	60	SY	\$55	\$3,300
15	Pressure Testing	1	LS	\$8,000	\$8,000
16	Density Testing	1	LS	\$15,000	\$15,000
17	Bac-T Testing	1	LS	\$5,000	\$5,000
18	Silt Fence	9500	LF	\$3	\$28,500
19	Sod - ROW Restoration	10500	SY	\$4	\$42,000
	<b>Sub-Total</b>				<b>\$1,066,525</b>
	<b>Contingency (10%)</b>				<b>\$107,000</b>
	<b>Estimated Total</b>				<b>\$1,174,000</b>

Please note that any opinion of the construction cost estimate prepared by HALFF represents its judgement as a design professional and is supplied solely for the general guidance of the client, since HALFF has no control over the actual cost of labor and materials, or over competitive bidding, or market conditions. HALFF does not guarantee the accuracy of such opinion as compared to contractor bids or actual costs to the client.

**Alternative 3**

**City of Umatilla - State Road 19 Water Line Extension  
Opinion of Probable Construction Cost**

<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization	1	LS	\$30,000	\$30,000
2	110% Payment and Performance Bond	1	LS	\$10,000	\$10,000
3	Survey/As-builts	1	LS	\$15,000	\$15,000
4	Connect to Existing WM	1	EA	\$2,000	\$2,000
5	2" Water Services	1	EA	\$2,000	\$2,000
6	1" Water Services	1	EA	\$1,500	\$1,500
7	10" Gate Valves	10	EA	\$5,000	\$50,000
8	Air Release Valves	3	EA	\$2,500	\$7,500
9	Fire Hydrant Assembly	9	EA	\$6,000	\$54,000
10	Directional Drill 10" Fusible PVC in 24" Steel Casing	4930	LF	\$400	\$1,972,000
11	Pressure Testing	1	LS	\$8,000	\$8,000
12	Density Testing	1	LS	\$15,000	\$15,000
13	Bac-T Testing	1	LS	\$5,000	\$5,000
14	Silt Fence	9500	LF	\$3	\$28,500
	<b>Sub-Total</b>				<b>\$2,200,500</b>
	<b>Contingency (10%)</b>				<b>\$221,000</b>
	<b>Estimated Total</b>				<b>\$2,422,000</b>

Please note that any opinion of the construction cost estimate prepared by HALFF represents its judgement as a design professional and is supplied solely for the general guidance of the client, since HALFF has no control over the actual cost of labor and materials, or over competitive bidding, or market conditions. HALFF does not guarantee the accuracy of such opinion as compared to contractor bids or actual costs to the client.

**Present Worth Cost Analysis  
Drinking Water State Revolving Fund**

**Alternative 2 Drinking Water (5,100 LF)  
State Road 19 Water Line Extension**

Capital Cost	\$1,174,000.00
Salvage Value	\$0.00
Operations and Maintenance Cost	\$1,449.00
Present Worth Cost	\$1,206,458

**Alternative 3 Drinking Water (4,550 LF)  
State Road 19 Water Line Extension**

Capital Cost	\$2,422,000.00
Salvage Value	\$0.00
Operations and Maintenance Cost	\$1,293.00
Present Worth Cost	\$2,450,963

**Assumptions**

Interest Rate	2%
Life Cycle (years)	30
Present worth Factor	22.4
Annual O&M Cost per mile	\$1,500
Annual O&M Cost for WTP	\$10,000

**Notes:**

The project consists of buried pipelines which are expected to have no salvage value at the end of their useful life as the cost of excavating the pipe would exceed the price of installing new pipe.



## CITY OF UMATILLA AGENDA ITEM STAFF REPORT

---

**DATE:** January 25, 2024

**MEETING DATE:** February 6, 2024

**SUBJECT:** Utility Agreement between the City of Umatilla and Fletcher Grove Development, LLC

---

### **BACKGROUND SUMMARY:**

Fletcher Grove Development, LLC has agreed to build the necessary waste water facility upgrades that qualify for impact fee credits, known as the "Lakeview Street Sewer Bypass Project".

This utility project was designed and permitted by the City and was an alternative means to create the needed sewer capacity along the Collins Street corridor east of Orange Avenue.

The cost estimate for this project is \$83,028.97 along with a \$13,845 construction management proposal, for a total of \$96,873.97 which will be available for a sewer impact fee transmission credit. The collection/transmission component of the City's wastewater impact fee is \$1,465.03. The Assisted Living Facility will generate approximately 65.10 ERU's at build out and be eligible for approximately \$95,373 in sewer impact fee credits.

The cost estimates for construction have been approved by Half Engineering and the agreement has been approved by the City Attorney.

### **RECOMMENDATIONS:**

Approval of Fletcher Grove Development, LLC, Utility Wastewater Impact Fee Agreement

### **FISCAL IMPACTS:**

Net-zero cost to the City. Credits are offset by an increase in City assets.

### **ATTACHMENTS:**

1. Binder1 Final Agreement for Council Hearing 2.6.24
  2. Project Location Map
-

**IMPACT FEE CREDIT AGREEMENT**

**BETWEEN**

**THE CITY OF UMATILLA, FLORIDA**

**AND**

**FLETCHER GROVE DEVELOPMENT, LLC**

(Lakeside Avenue Force Main Project)

This **IMPACT FEE CREDIT AGREEMENT** (“Agreement”) is made and entered into between the City of Umatilla, a Florida municipal corporation (the “City”) whose address is 1 S. Central Avenue, Umatilla, FL 32784 and Fletcher Grove Development, LLC, a Florida limited liability corporation, (the “Developer”) whose address is 7345 W. Sandlake Road, Orlando, Fla. 32819, and its successors and/or assigns (the City and the Developer collectively referred to as the “Parties”),

**WHEREAS**, Developer is the owner of certain real property located in the City, being more particularly described and shown on Exhibit “A,” attached hereto and incorporated herein by reference (the “Property”); and

**WHEREAS**, Developer intends to develop the property in accordance with the Planned Facilities District (PFD) zoning district; and

**WHEREAS**, in order to develop the Property, the Developer must construct certain on-site and off-site utility facilities; and

**WHEREAS**, the City has identified a need to construct additional utility facilities (the “Facilities”) in order to accommodate increased service demands anticipated as a result of development of currently undeveloped or underdeveloped land in the City’s utility service territory

**WHEREAS**, the City has imposed, by ordinance, a regulatory impact fee on development for wastewater in an amount related to and not exceeding the City’s expected costs of additional capital facilities resulting from projected growth in population or increase in commercial activity from development;

**WHEREAS**, The Developer and the City desire to reduce to writing, and have ratified and confirmed, the specific terms and conditions of their understanding and agreement related to the Developer’s provision of a sewer force main diversion project known as the Lakeside Avenue Force Main Diversion Project, and the Developer’s entitlement to impact fee credits from the City for the Developer’s fulfillment of the same.

**NOW THEREFORE**, for and in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and are incorporated herein by reference.

2. Effective Date. This Agreement shall become effective on the date that this Agreement is executed by the last party to sign, hereinafter referred to as the “Effective Date”.
3. Plans and Specifications.
  - a. Developer shall construct the Facilities in accordance with the plans and specifications as prepared and permitted by the City (the “Plans”) will become a material part of this Agreement and shall be used by Developer to obtain bids necessary for the construction of the Facilities.
  - b. The Plans and construction of the Facilities may be modified by agreement of the Parties prior to the construction phase and by change order during the construction phase. To be effective, any such change orders must be in writing, executed by the parties, and in accordance with the City’s procurement policies. Based upon approved change orders, the City will increase or decrease impact fee credits.
4. Utility Facilities.
  - a. The construction of the Facilities is for the Lakeside Avenue Force Main Design Project (the “Project”);
  - b. The Facilities are described as follows: Construction of a 3” PVC force main, 4” HDPE directional drill, core and connection to existing manhole and installation of a wye and plug valves to existing 3” force main.
    - i. Shall be constructed by Developer, at developer’s sole expense; and
    - ii. In accordance with specifications and details per plans prepared by Half Associates, Inc. dated July 2023; and
    - iii. conform in all material respects to the Plans approved by the City and made a material part of this Agreement.
  - c. Construction will be completed in one phase.
5. Permits, Any necessary

permits are to be provided by the City.
6. Procurement.
  - a. Developer shall use a competitive bidding process to engage a qualified contractor to construct the Facilities. Developer shall enter into a construction contract with the selected contractor (the “Contract”). The City shall have right to review the competitive bidding process and all bids received. In the event that the City determines that the bidding process is insufficient, the City may require the Developer to reject all bids and re-bid the project.
  - b. The current estimated costs necessary to fully perform its obligations are set forth in Exhibit B attached hereto and incorporated herein by reference.

- c. For the purposes of professional services, the parties acknowledge that the Developer is not using the competitive bidding process to retain an engineering firm for inspections and certifications of the project. The fees of the project engineer, shall be limited to impact fee credits.

7. Notice to Proceed.

- a. The City shall issue notice to proceed for construction to Developer upon request of Developer, and upon receipt by the City from Developer of all approved plans, permits, right of way, and easements, bonding, and bid documentation necessary for the construction to begin. Developer shall request a notice to proceed within one hundred eighty (180) days of the approval of the final Plan and Specifications and permits.
- b. Developer shall hold a Pre-Construction Conference with an invitation to the City, and all utilities involved. Developer shall begin construction within sixty (60) days of receipt of the Notice to Proceed.

8. Bonds. Prior to proceeding with construction of the Facilities, Developer shall provide a performance and payment bond or irrevocable letter of credit to the City that complies with the applicable provisions of the Florida Statutes for public construction bonds and is in a form acceptable to the City Attorney's Office. The security instrument shall be made payable to the City in the amount of one hundred fifteen percent (115%) of the construction costs and shall remain in effect until the Facilities contemplated herein have been completed and accepted by the City. The Contract shall contain a warranty of the work performed which shall be in force and effect for a period of twenty-four (24) months from the date on which the City accepts ownership and maintenance responsibility for the Facilities. The Developer shall also provide to the City a maintenance bond or, if acceptable to the City, an irrevocable letter of credit in the amount of ten percent (10%) of the total construction cost for a period of twenty-four (24) months from the date on which the City accepts ownership and maintenance responsibility for the Facilities. In the event the Developer defaults on the construction of the Facilities or defaults under any provision of this Agreement, the City shall utilize the payment and performance bond or letter of credit to complete the work.

9. Costs and Maintenance. The Parties hereby acknowledge and agree to the following:

- a. Developer shall bear the full responsibility for payment of all financial obligations for the construction of the Facilities. The City shall cooperate with Developer to facilitate all matters to be undertaken by or on behalf of the City as otherwise provided herein.
- b. Developer shall be responsible for maintaining the Facilities until such time that the construction of the Facilities is completed, approved and accepted by the City. Upon completion, approval, and acceptance, the City shall assume responsibility for maintaining the Facilities.
- c. Upon acceptance of the Facilities by the City, the City shall be responsible for maintaining the Facilities; provided, however, that the Developer shall be

responsible to replace any defects arising in the work under the Contract, whether resulting from defective materials or defective workmanship, for the duration of period set forth in Florida Statute for commencement of claims founded on the design, planning, or construction of an improvement to real property.

10. Impact Fee Credits

- a. In consideration of the obligations set forth herein, the City shall grant to Developer Water and Sanitary Sewer Impact Fee Credits for costs of construction of any improvements, related to the Facilities. The estimated costs and expenses of construction of the non-site related improvements related to the Project are shown on the cost estimates in Exhibit B, attached to this Agreement, prepared by the Developer's Project Engineer. Additionally, the City agrees to provide Water and Sanitary Sewer Impact Fee Credits as reimbursement to Developer for the costs associated with engineering inspections and certifications of the Facilities, as approved by the City. The City acknowledges and agrees that the estimated cost of engineering inspections and certifications is set forth and itemized in Exhibit C, attached hereto and by this reference made a part of hereof. In the event that the bids received exceed twenty percent (20%) of the estimated construction or engineering costs set forth in Exhibits B and C, the Developer shall promptly notify the City and the City may terminate this Agreement upon forty-five (45) days written notice to the Developer. In the event the bid exceeds the estimated construction or engineering costs set forth in Exhibits B and C, the Developer agrees that construction shall not commence until approval is given by the City. In no event shall this Agreement obligate the City to pay or provide credit in an amount exceeding the actual cost of construction.
- b. The Water and Sanitary Sewer Impact Fee Credits shall be provided to Developer upon completion by Developer and acceptance by the City of the Facilities as required under this Agreement.
- c. To the extent that there is an increase in the actual cost and expense of the Facilities as a result of any change order(s) to the Plans and Specifications, or the modification of the design of the Facilities as requested or approved by the City, City shall reimburse the Developer, at the time described in subparagraph 10(b), in water and sanitary sewer impact fee credits in an amount equal to the increase in costs resulting from such change order(s). To the extent there is a decrease in the total costs of the Facilities as a result of any change order(s) to the Plans as requested or approved by the City, the amount of reimbursement to Developer shall be decreased in an amount equal to the total decrease in the cost and expense resulting from such change order(s).

11. Right to Transfer Impact Fee Credits. Upon completion and acceptance of the Facilities by the City, Developer shall have the authority to assign or transfer any impact fee credits given by the City pursuant to any person who acquires property subject to the PFD zoning district.

12. Self-Help Provision. In the event the City desires to expedite the overall construction of the Facilities, the City shall be permitted, upon delivery of written notice to Developer, to assume Developer's responsibilities related to the Facilities. In such event, Developer shall use its best efforts to ensure the successful transfer to the City; provided, however, that all costs related to the provision of Plans or construction of the Facilities performed shall nonetheless be reimbursed by the City to Developer in water and sanitary sewer impact fees equal to the total costs incurred by Developer prior to Developer receiving notice from the City of the City's intent to exercise its rights contained in this Paragraph.

13. Approvals. In those instances in this Agreement in which a party's approval, consent or satisfaction is required, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

14. Indemnification. The Developer, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to construction of the Facilities or this Agreement by the Developer, its agents or employees, or any contractor employed by the Developer, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the City, or claims, asserted by property owners for damages arising from the performance of the obligations contained in this Agreement.

15. Term and Nature of Agreement. With the exception of the warranty requirements set forth herein, this Agreement shall terminate upon satisfaction by the Parties hereto of their respective obligations contained herein. If the Developer is unable to obtain all necessary approvals for the construction of the Facilities from the City or any other governmental agency, or is unable to negotiate a construction contract for the Facilities acceptable to Developer in its sole discretion, the sole remedy to the City shall be the termination of this Agreement, and Developer shall not be liable for, and the City shall not seek from the Developer, either damages or specific performance of this Agreement; provided, however, that the conveyance of any property completed prior to the termination of this Agreement shall not be affected. If Developer fails to begin construction of the Project on or before five (5) years from the effective date of this Agreement, this Agreement shall be null and void.

16. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

17. Notice. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, or (iii) sent via US mail express, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

CITY

Attn: City Engineer

DEVELOPER

Attn: Type text here

cc: City Attorney  
4850 N. Highway 19A  
Mount Dora, FL 32757

18. Counterparts. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

19. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

20. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement. For purposes of the time requirements hereunder, such time frames shall, unless otherwise specifically stated herein, (i) not include the day from which the period commences; (ii) if less than six (6) days, be construed to exclude any Saturday, Sunday or legal holiday; and (iii) if six (6) days or more, be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the state where such condition or covenant is to be performed, such period shall extend to the first business day thereafter.

21. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

22. Construction of Agreement. This Agreement shall not be construed against either party on the basis of it being the drafter of this Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and Paragraph headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

23. Public Records (§ 119.0701, F.S.)

In accordance with the provisions of Section 119.0701(2), Florida Statutes: **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT**

**ATTN: JESSICA BURNHAM, CITY CLERK, 1 SOUTH CENTRAL AVE., UMATILLA, FL 32784; 352-669-3125.**

The CONTRACTOR must comply with public records laws, specifically to:

- i. Keep and maintain public records required by the Council to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the CONTRACTOR does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City custodian of public records, in a format that is compatible with the information technology systems of the City. No public record created by or in the possession of the City or CONTRACTOR is exempt or confidential unless it is subject to a specific provision of Florida statute conferring exempt or confidential status, and public records, other than exempt or confidential public records, will be provided by the City to any person upon request without notice to the CONTRACTOR.

24. Records and Audits. The Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the City upon five (5) business day's prior written notice.

25. Equal Opportunity Employment. The Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

26. Authority. Each of the Parties hereto represent and warrant to each other that they have all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken, obtained or followed, as the case may be, and that this Agreement shall be valid, binding, and enforceable against the Parties, their successors and assigns.

27. Breach. In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

28. Amendment. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors or assigns in interest.

29. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

30. Assignment. This Agreement and all of the rights, obligations and responsibilities hereunder, shall not be assignable without the prior approval of such assignment by any other party to this Agreement. It is understood and agreed by the Parties that upon such assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

31. Disclaimer of Third-Party Beneficiaries. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the City.

32. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action arising out of this Agreement shall exclusively in the court of appropriate jurisdiction in and for Lake County, Florida.

33. Land Use Approvals. This Agreement is not a development order. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Development, nor shall this Agreement be deemed to reduce eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

34. Alternative Funding. In the event that a State Fund/Grant is identified for the Project or Project Phase, the Transportation Impact Fee Credits will be reduced to the Developer in an equivalent amount in the State funding paid for the Project. This amendment may be modified to allow the City to proceed with construction under the State Funds incorporating engineering plans of the Developer, approved permits, and with the requirement that all of the rights of way and easements for the Project have been donated by the Developer. The Developers right of way donation may be required to provide a grant match for the State funding. Notwithstanding the foregoing, Developer shall be entitled to receive Transportation Impact Fee Credits for the design, permitting, and any portion of the construction of the Facilities completed by Developer.

35. Public Entity Crimes Bill (§ 287.133, F.S.). Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real

property to a public entity, may not be awarded or perform work as a contract, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

36. Exhibit List:

- a. A – Description of the Property
- b. B – Construction Cost Estimates
- c. C – Engineering Cost Estimates

**CITY OF UMATILLA, FLORIDA**

By: \_\_\_\_\_

Chris Creech, As City Mayor

**FLETCHER GROVE DEVELOPMENT,  
LLC**



By: Agustin Sierra Vargas

As its: Manager

**ATTEST:**

By: \_\_\_\_\_

\_\_\_\_\_

Jessica Burnham, City Clerk

Date: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION

FOR FLETCHER ROAD SENIOR LIVING

BEGINNING AT A POINT 486 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, SAID LOT 3 BEING IN THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 7, AND FROM SUCH BEGINNING POINT RUN EAST 8.4 CHAINS, THENCE SOUTH 862 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID GOVERNMENT LOT 3; THENCE WEST 8.4 CHAINS, THENCE NORTH 862 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT "B"

FLETCHER ROAD SENIOR LIVING - PUBLIC IMPROVEMENTS  
 LAKESIDE AVENUE FORCE MAIN DIVERSION PROJECT  
 CONSTRUCTION COST ESTIMATE

PREPARED: AUGUST 20, 2023 - REVISED JANUARY 15, 2024

DESCRIPTION OF WORK	UNIT	UNIT NUMBER	UNIT PRICE	TOTALS
<b>LAKESIDE AVENUE FORCE MAIN</b>				
SURVEY LAYOUT	LS	1	\$ 3,500.00	\$ 3,500.00
MOBILIZATION	LS	1	\$ 5,000.00	\$ 5,000.00
SILT FENCE	LF	1250	\$ 2.25	\$ 2,812.50
3" FORCE MAIN	LF	625	\$ 38.00	\$ 23,750.00
TRANSITION FROM 3" PVC TO 4" HDPE	EA	1	\$ 560.00	\$ 560.00
4" HDPE DIRECTIONAL DRILL	LF	110	\$ 180.00	\$ 19,800.00
MISC. FITTINGS	LS	1	\$ 4,500.00	\$ 4,500.00
CORE EXISTING MH - CONNECT 4" HDPE TO MH	EA	1	\$ 3,850.00	\$ 3,850.00
CONNECT TO EXISTING FORCE MAIN	EA	1	\$ 3,550.00	\$ 3,550.00
TESTING	LS	1	\$ 3,000.00	\$ 3,000.00
SOD	SF	6,250	\$ 0.39	\$ 2,437.50
WATER IN SOD	LS	1	\$ 1,000.00	\$ 1,000.00
TRAFFIC CONTROL	LS	1	\$ 3,500.00	\$ 3,500.00
PREPARE AS-BUILTS	LS	1	\$ 2,500.00	\$ 2,500.00
NPDES EROSION CONTROL MEASURES AND PERMIT EXEMPTION	LS	1	\$ 500.00	\$ 500.00
<b>TOTAL LAKESIDE AVENUE FM:</b>				<b>\$80,260.00</b>

PERFORMANCE BOND AMOUNT (Based on 115% of cost of construction)	\$ 92,299.00
Bond Cost estimated at 3% of bond amount	\$ 2,768.97
<b>TOTAL ESTIMATED COSTS:</b>	<b>\$ 83,028.97</b>

The Alann Engineering Group, Inc.




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Kimberly A. Buck, P.E.  
 President  
 License #38565

EXHIBIT "C"

FLETCHER ROAD SENIOR LIVING - PUBLIC IMPROVEMENTS  
 LAKESIDE AVENUE FORCE MAIN DIVERSION PROJECT  
 ENGINEERING INSPECTIONS AND CERTIFICATIONS COST ESTIMATE  
 PREPARED: OCTOBER 17, 2023 - REVISED NOVEMBER 14, 2023

DESCRIPTION OF WORK	UNIT	UNIT NUMBER	UNIT PRICE	TOTALS
<b>LAKESIDE AVENUE FORCE MAIN</b>				
ASSIST WITH BID REQUESTS	LS	1	\$ 1,050.00	\$ 1,050.00
ATTEND PRE-BID MEETING	LS	1	\$ 860.00	\$ 860.00
REVIEW BIDS	LS	1	\$ 1,050.00	\$ 1,050.00
ATTEND PRE-CONSTRUCTION MEETING	LS	1	\$ 860.00	\$ 860.00
REVIEW SHOP DRAWINGS	LS	1	\$ 1,850.00	\$ 1,850.00
REVIEW AS-BUILTS	LS	1	\$ 1,850.00	\$ 1,850.00
PERIODIC INSPECTIONS FOR PAY APPLICATION REVIEW	LS	1	\$ 4,450.00	\$ 4,450.00
FINAL INSPECTION	LS	1	\$ 1,200.00	\$ 1,200.00
CERTIFICATION OF COMPLETION OF CONSTRUCTION TO CITY	LS	1	\$ 675.00	\$ 675.00
<b>TOTAL LAKESIDE AVENUE FM:</b>				<b>\$13,845.00</b>

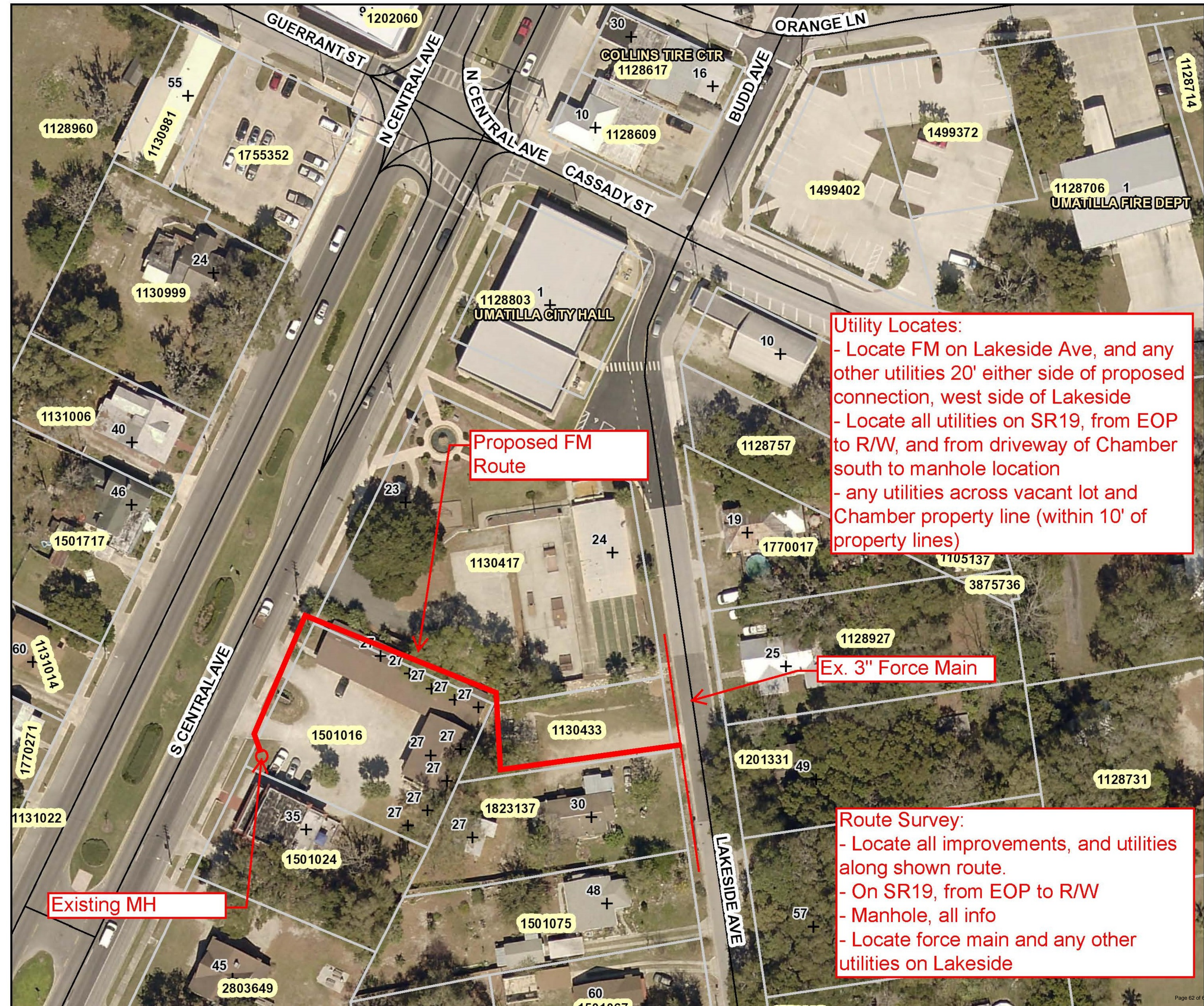
The Alann Engineering Group, Inc.




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Kimberly A. Buck, P.E.  
 President  
 License #38565

# Lakeside Drive FM Diversion



**Proposed FM Route**

**Utility Locates:**

- Locate FM on Lakeside Ave, and any other utilities 20' either side of proposed connection, west side of Lakeside
- Locate all utilities on SR19, from EOP to R/W, and from driveway of Chamber south to manhole location
- any utilities across vacant lot and Chamber property line (within 10' of property lines)

**Ex. 3" Force Main**

**Existing MH**

**Route Survey:**

- Locate all improvements, and utilities along shown route.
- On SR19, from EOP to R/W
- Manhole, all info
- Locate force main and any other utilities on Lakeside

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
January 16, 2024 through January 22, 2024

## ARRESTS

n/a			
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## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

1/22/2024	11:11 a.m.	Rosas, Rocio Umatilla	Unregistered motor vehicle.
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## REPORTS FILED

1/16/2024	3:41 p.m.	Officers responded to Peak Refrigeration and Air located at 930 Duck Box Road reference fraud. A report was taken.
1/16/2024	5:21 p.m.	Officers responded to the Umatilla Police Department to take a report reference a battery.
1/18/2024	4:21 a.m.	Officers responded to McDonalds reference a suspicious person. They were just waiting for the store to open.
1/18/2024	5:26 a.m.	Officers responded to report of a suspicious person on Kentucky Avenue. Officers attempted to speak with individual he began using profanities but was not breaking any laws.
1/18/2024	6:35 a.m.	Officers received a report that a person was running back and forth and dancing in the street on North Central Avenue. Person was checked on and was not going into the roadway.
1/19/2024	12:22 a.m.	Officers responded to Lake Smith Road reference a suspicious person. They were gone on arrival.
1/22/2024	1:47 p.m.	Officers assisted the Lake County Sheriffs Office with a disturbance in the area of East Fifth Avenue. It was found to be a verbal dispute. Subject did not meet Baker Act criteria.

<b>ARRESTS</b>	<b>1</b>
<b>DISPATCHED CALLS</b>	<b>123</b>
<b>TRAFFIC STOPS</b>	<b>47</b>

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
January 16, 2024 through January 22, 2024

## ARRESTS

TRAFFIC CITATIONS ISSUED	3
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# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
January 23, 2024 through January 29, 2024

## ARRESTS

1/28/2024	4:56 a.m.	Swift, Kenneth Umatilla	Larceny- commits grand theft use of vehicle damage property; Damages property – Criminal mischief \$200 and under; Vehicle theft grand theft of motor vehicle.
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## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

1/27/2024	6:36 a.m.	Swift, Kenneth Umatilla	No motor vehicle registration.
1/28/2024	12:29 p.m.	Swift, Mark Umatilla	Person permitting unauthorized person to drive.

## REPORTS FILED

1/23/2024	7:32 P.M.	Officers assisted the Lake County Sheriffs Office in recovering a missing juvenile.
1/24/2024	3:34 p.m.	Officers were flagged down by a citizen referencing a suspicious incident. Officers followed up and a report was taken.
1/24/2024	6:10 p.m.	Officers responded to a residence on Kentucky Avenue reference a theft. A report was taken.
1/25/2024	12:00 p.m.	Officers responded to a residence reference a theft. Due to the complainant being unable to say what items had been stolen or if the property located belonged to him this case was closed.
1/25/2024	3:27 p.m.	Officers responded to 23 South Central Avenue reference theft of a city vehicle. Umatilla Police Department was assisted by the Lake County Sheriffs office and the Volusia County Sheriffs office. Lake County deputies located the vehicle traveling east on County Road 42 however, they were not able to maintain a visual due to the traffic and driving pattern. Our officer and Chief Bolton responded to the area of County Road 42 to BOLO for the vehicle. While searching the Paisley area they were informed by dispatch that the Volusia County Sheriffs office had recovered the vehicle. They were also informed that the driver, Eblair Sylvain had fled the vehicle and was apprehended by use of the

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
January 23, 2024 through January 29, 2024

## ARRESTS

		Sheriffs canine unit. He was then placed under arrest by the Volusia County Sheriffs office.
1/26/2024	5:14 p.m.	Officers responded to North Central Avenue and Cassady Street reference found property. The property was placed into evidence for safekeeping.
1/26/2024	6:13 p.m.	Officers responded to the Umatilla Police Department in reference to a complaint of battery on a juvenile. A report was taken. The parent and the juvenile wanted the incident documented. However, did not wish to prosecute at this time.
1/26/2024	7:03 p.m.	Officers responded to 42404 State Road 19 to the Circle K in reference to a suspicious person. A person was trespassed from that location.
1/26/2024	8:00 p.m.	Officers received a call reference a suspicious person in the area of Winogene Avenue. Person was gone on arrival.
1/27/2024	5:43 p.m.	Officers responded to 633 Umatilla Boulevard Recovery Village reference a person needing medical attention. Person was turned over to EMS.

<b>ARRESTS</b>	<b>3</b>
<b>DISPATCHED CALLS</b>	<b>130</b>
<b>TRAFFIC STOPS</b>	<b>33</b>
<b>TRAFFIC CITATIONS ISSUED</b>	<b>5</b>