



# UMATILLA CITY COUNCIL MEETING

April 2, 2024 at 6:00 PM

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

## AGENDA

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*Please silence your electronic devices*

### PLEDGE OF ALLEGIANCE AND INVOCATION

### CALL TO ORDER

### ROLL CALL

### AGENDA REVIEW

### MINUTES REVIEW

1. Approval of Meeting Minutes
  - March 19, 2024 Regular City Council Minutes

### PRESENTATIONS

### 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

2. Lake County Library Impact Fees Project Application 2024
3. Declaration of Surplus Items

### PUBLIC HEARING / ORDINANCES / RESOLUTIONS

4. Resolution No. 2024-05, Amendment #1 to PTGA 449782-1-94-01 Design and Construction of T-Hangars with Taxilanes at Umatilla Municipal Airport

### NEW BUSINESS

5. Engineering and Construction Services Contract with Half Engineering and The City of Umatilla for RFQ 2023-05
6. Airport Ground Lease Agreement between The City of Umatilla and Lucas Air Hangar, LLC

### REPORTS

## 7. 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

March 19, 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, Vice Mayor Adcock called the Regular City Council Meeting to order at 6:00 P.M. in the Umatilla City Council Chambers and lead the Pledge of Allegiance and Invocation.

#### ROLL CALL

##### MEMBERS PRESENT

Kent Adcock, Vice Mayor  
Katherine Adams, Council Member  
Brian Butler, Council Member  
John Nichols, Council Member

##### NOT PRESENT

Chris Creech, Mayor  
Vaughan Nilson, Public Works Director

##### ALSO PRESENT

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

#### AGENDA REVIEW

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

#### MINUTES REVIEW

1. Approval of Meeting Minutes  
-March 5, 2024, Regular City Council Minutes

**MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE MINUTES DATED MARCH 5, 2024; SECONDED BY COUNCIL MEMBER BUTLER. MOTION APPROVED BY AN UNANIMOUS VOICE VOTE.**

**PRESENTATIONS**

**PUBLIC COMMENT**

Vice Mayor Adcock opened public comment

No one spoke

Vice Mayor Adcock closed public comment

**CONSENT AGENDA**

2. Resolution No. 2024-04, Amending Building and Fire Fee Schedules

**MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE CONSENT AGENDA; SECONDED BY COUNCIL MEMBER BUTLER. MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.**

**PUBLIC HEARING / ORDINANCES / RESOLUTIONS**

**NEW BUSINESS**

3. Woodsong Release of Easement and Reservations

City Attorney Kevin Stone provided the Council with an overview of the agenda item.

**MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE WOODSONG RELEASE OF EASEMENT AND RESERVATIONS; SECONDED BY COUNCIL MEMBER BUTLER. MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.**

4. ITB 24-AP-001 T-Hanger Development Ranking

Jack Thompson, AVCON, provided the Council with an overview of the item and stated that on February 1, 2024, an invitation for BID for T-Hanger Development for the Umatilla Municipal Airport was placed on behalf of the City on Vendorlink, the City's preferred BID solicitation website.

The City held the ITB opening on March 6, 2024, at 2:00 p.m. a total of two (2) bids were received as follows:

Faden Builder, Inc. - \$2,022,311.00

GSB Construction & Development - \$2,130,500.00

The apparent low bidder is Faden Builder, Inc. The ITB Committee reviewed the respondents' qualifications and recommends that Faden Builder, Inc be awarded the T-Hangar Development project for the Umatilla Municipal Airport.

**MOTION BY COUNCIL MEMBER NICHOLS TO AWARD ITB 24-AP-001 T-HANGAR DEVELOPMENT TO FADEN BUILDER, INC; SECONDED BY COUNCIL MEMBER BUTLER. MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.**

## **REPORTS**

### 5. Staff Reports

City Attorney Stone had nothing to report.

City Manager Blankenship had nothing to report.

Council Member Butler had nothing to report.

Council Member Adams spoke about the upcoming BBQ that would be held on April 4th at the museum.

Council Member Nichols spoke about his observation of the enhanced present with the police force and thanked Chief Bolton.

Vice Mayor Adcock had nothing to report.

Chief Bolton had nothing to report.

Ms. Frazier had nothing to report.

Mr. Mercer had nothing to report.

Ms. Stultz mentioned that the children's library was painted over spring break.

Ms. Lambert mentioned that Habitat for Humanity would be helping out over the weekend on a house located on Daphne.

## **ADJOURNMENT**

With no further business for discussion, the meeting adjourned at approximately 6:15 p.m.

Chris Creech, MAYOR

Jessica Burnham, FCRM  
City Clerk



**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** March 21, 2024

**MEETING DATE:** April 2, 2024

**SUBJECT:** Lake County Library Impact Fees Project Application 2024

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**BACKGROUND SUMMARY:**

The Umatilla Public Library is applying for an impact fee grant to fund a refreshed early literacy children's library. The grant is awarded by the Lake County Board of County Commissioners.

**RECOMMENDATIONS:**

Staff recommends approval of grant application.

**FISCAL IMPACTS:**

The grant would fund \$24,999 towards the early literacy initiative.

**ATTACHMENTS:**

1. Umatilla Impact Fee Grant Application 2024
-

Appendix A

Lake County Library Impact Fees  
**PROJECT APPLICATION**  
Application Deadline: March 1

**1. APPLICANT INFORMATION**

A. LEGAL NAME OF APPLICANT (Government)

City of Umatilla

B. APPLICANT ADDRESS

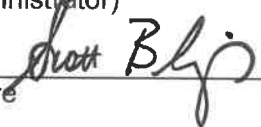
Street 1 South Central Ave. PO Box if applicable \_\_\_\_\_

City Umatilla Zip Code 32784

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1.  County library impact fee is assessed within municipality, or  
 Municipality collects local library impact fee which is equal to or greater than county library impact fee, or  
 Municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.
2.  Municipality has a library which is a member of the Lake County Library System (LCLS), or  
 Is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)

  
Signature

Scott Blakenship, City Manager  
Name and Title

**2. LIBRARY INFORMATION**

A. NAME OF LIBRARY Umatilla Public Library

B. LIBRARY ADDRESS  Current  Future

Street 412 Hatfield Dr. City Umatilla Zip 32784

3. **PROJECT MANAGER** (Library Director)

A. Name Amy D. Stultz Telephone (352) 669-3284  
Fax (352) 669-7409 E-mail astultz@umatillafl.org

4. **TYPE OF PROJECT**

- A.  CONSTRUCTION  
 Design & Engineering       New Building       Expansion
- B.  COLLECTIONS  
 System-Wide
- C.  TECHNOLOGY (System-wide projects only.)
- D.  EQUIPMENT

5. **THIS PROJECT IS INCLUDED IN (PLANNED PROJECTS):** (Maximum of 5 points) (Mark all that apply)

- City or County Capital Improvement Plan  
 Lake County Library System Long Range Plan of Service  
 Lake County Library System Annual Plan of Service  
 Other (Describe) \_\_\_\_\_

6. **COST OF TOTAL PROJECT** (Estimated) \$32,600

7. **AMOUNT REQUESTED** (Maximum of 10 points) \$24,999

8. **PERCENT OF PROJECT ELIGIBLE FOR IMPACT FEES** 100%

9. **PRIMARY SOURCE OF IMPACT FEES:** (Maximum of 10 points)

- Applicant contributes to countywide library impact fee fund (10 points)  
 Applicant collects and retains impact fees locally (-10 points)

10. **PRIOR PROJECT SUBMISSIONS** (Maximum of 10 points)

A. Is this a new project request:

- Yes (skip to section 11)  
 No (complete Sections 10.B and 10.C)

B. Year(s) requested: \_\_\_\_\_ Was the project previously approved by the Library Advisory Board?

- Yes       No

Appendix A  
Lake County Library Impact Fees – PROJECT APPLICATION

If Yes, what year(s) was the project approved: \_\_\_\_\_

C. Has project previously received funding from library impact fees?  
 Yes                       No

If Yes, was the project request  partially or  fully funded?

Year/s \_\_\_\_\_ Amount \$ \_\_\_\_\_

11. **PROJECT NARRATIVE** – (Include as an attachment; no more than 3 pages. Maximum of 35 points)

a. **Brief project description.** (5)

*Include project history and expected outcomes of the completed project. For construction projects, include a walkthrough of the facility, including the programmatic layout. For collection and equipment projects, outline expected use and how project will be supported after acquisition.*

b. **Justification for use of impact fees.** (5)

*What is the historical growth and expected growth in the service area of the project? Why are impact fees justified? How is this an expansion of capacity and not addressing a deficiency? How is this project sustainable in your budget? How will this project effect staff?*

c. **Describe need for project.** (5)

*Provide statistics and anecdotal information supporting the need. For collection projects, describe the gaps in the local collection, the system collection or areas of future growth that will be met by the project? What is the need for expansion or new construction? What expansion of capacity will the requested equipment provide?*

d. **Describe the project's benefit to the local community.** (5)

*How will the local community benefit from this project? What are the desired outcomes for the local community? How will the local community use the project? How will the project contribute to new or improved services?*

e. **Describe how the project will benefit county-wide library service.** (10)

*What new or expanded services will be provided to the Lake County Library System cooperative and/or County residents? How does this project address expansion of capacity?*

f. **Provide an itemized cost estimate for equipment requests** (for equipment grants only) (5)

12. **INITIAL YEAR OF PARTICIPATION IN THE COOPERATIVE** 1982

13. **COMPLETED BY:** Amy Stultz / Library Director      **DATE:** 3/20/24  
(Name / Title)

RETURN THIS FORM TO: DIRECTOR OF THE LAKE COUNTY OFFICE OF  
LIBRARY SERVICES

418 W. Alfred St., Suite C, Tavares, FL 32778  
3

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**Staff Use Only**

Project Rating \_\_\_\_\_ Project Ranking \_\_\_\_\_  
Recommended Level of Funding \_\_\_\_\_  
Approved Level of Funding \_\_\_\_\_  
Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Umatilla 2024 Impact Fee Grant Narrative

### *a. Brief project description.*

The Early Literacy Initiative mission is to draw new families to the library and grow readers from infancy. We are already doing this by providing early literacy programs for infants. The early literacy initiative is a new vision for what early childhood learning looks like in Umatilla. We will bring families and childcare centers to the library, becoming a focal point and a resource center. We will combine the best practices of national early literacy library based curriculums with new, engaging materials in an imaginative, yet cozy, space.

In 2021 we began the early literacy initiative with a gift from the local Umatilla Kiwanis club to the Friends of the Library. With those initial funds we purchased a new collection of non-fiction primers and rehoused the beginning reader non-fiction to the same corner as the fiction primers. In 2022 more funding from Kiwanis purchased a national early literacy curriculum. Our Easy Reader Non-Fiction circulation has shown an upwards trend since FY22. In FY22 our circulation was 419, in FY23 it was 506, a growth of 18%.

Youth Services staff were trained in incorporating best practices into the new early literacy programming both through the purchased curriculum and by attending a training at the Kids Lib Conference in Ocala.

In 2023 the Friends of the Library raised \$5,500 for the initiative, through a private donor, a gift from the Presbyterian Women's Group, *Hearts and Hands*, of \$4,000 and a Florida Natural Grant for \$1,000. Those funds will be used to pay for new books and other materials. In 2024 the Friends and the City of Umatilla are partnering to revitalize the children's library with fresh paint and have a goal to commission a mural featuring dragons reading.

If awarded, the Impact Fee Grant will allow the library to hire a professional library interiors consultant. By piggybacking off of another county's contract, the city will use the impact fee grant money to purchase appropriate shelving and furniture at a discounted rate through the consultant. These funds will allow us to complete this project's development phase and provide us with the shelving needed to house the upgraded collection.

The room will have colorful new additions that coordinate with currently existing furniture. The picture books will have a Formica cover plate that will extend to the floor, eliminating the crawl space and creating visual cohesion. The same Formica, in a complementary color, will wrap the revamped board book bin. The legs will be cut off of the current bin and replaced with locking casters, allowing babies to access the board books on their own. The casters will allow the board books to be moved to where baby has decided to be. A large flat seating cushion will allow families to gather together to read comfortably. A new activity wall with changeable elements will be placed where the board books are currently housed. The beginning reader non-fiction will be shelved spine-out on a metal unit with locking casters, so that it can be moved out of the way for programs. A bench with a comfortable backrest will be up against the non-fiction shelving and will face the beginning reader fiction. The new beginning reader fiction section will contain metal, colorful and shorter shelves with clear acrylic bins, allowing for ease of

access to readers up to age 6. They will retain the face-out shelving we currently have with our current browsing bins.

As the community expands with new housing developments we will meet new families with a vibrant welcoming space and programming. The Friends and the community will provide more resources as needed to obtain new materials for all families. The city will dedicate 30% of the collection budget for 40 plus volumes in FY25 and FY26. The community has proven financial support to provide the best possible resources for growing minds in the greater Umatilla area.

*b. Justification for use of impact fees.*

The City of Umatilla is a small town, historically an agriculturally based economy. Due to the decline in the orange industry the city has been given a REDI status by the state, indicating our rural economic disadvantage. Like all of Lake County the city is experiencing intense, rapid growth. Former groves are becoming subdivisions both within city limits and in the county's surrounding communities. Our current population is approximately 3,700. However the city is experiencing unprecedented growth. Currently under construction or in the final approval phase are several new housing tracts and subdivisions, such as Magnolia Pointe, adding 477 new homes alone, which has the potential to increase the population by more than 26%. In addition, the unincorporated areas around the City are also showing rapid growth, and many rely on the City for goods and services, including the library. In FY23 there were 13,465 circulations (including renewals) of items belonging to the Umatilla library to patrons outside of the 32702 and 32784 zip codes. This represents almost exactly 40% of total circulation of items belonging to Umatilla in FY23, further justifying use of Lake County impact fees. The City of Umatilla Public Library intends to expand services for the new residents now and not wait for this inflection point to become a crisis.

*c. Describe the need for the project.*

While our current shelving and seating provide adequate service for the current use, our future growth demands we meet the increased capacity. The shelves are also a little too tall for the target audience. If awarded, the Impact Fee Grant will complete the needed funds for expanded, more accessible shelving, seating and interactive elements in the early literacy section. Our existing collection of beginning reader fiction is 218 linear inches. With new shelving the projected collection is 318 linear inches, an increase of 44%. The community has demonstrated support to continue to provide upgraded elements and materials as needed.

*d. Describe the project's benefit to the local community.*

The Umatilla Public Library serves not only the City of Umatilla but also surrounding communities, including Dona Vista, Altoona, Grand Island and settlements within the Ocala National Forest. Through our early literacy initiative, we aim to cultivate a new generation of readers and build a strong community of library users.

As counted in the *2020 Decennial Census*, Umatilla’s total population at the time was 3,685 with 1,935 total households. According to the *American Community Survey 2022 5-Year Estimates*, 114 of the individuals are under 5 years old, which is about 3% of the city residents. Lake County’s population of under 5 was listed by the census at 18,914 which is 4.6% of the population. This compares to Florida as a whole, with 5% of the population being under 5 years. ([data.census.gov](https://data.census.gov))

With our community burgeoning with new, working families, this project offers a unique opportunity to bridge the gap. By creating an inviting and engaging children's library, buzzing with activity, we can entice these families to make the library a regular stop, fostering a lifelong love of learning in their children.

*e. Describe how the project will benefit county-wide library service.*

The Umatilla Public Library refurbishment project, while specifically revitalizing our local space, will significantly benefit county-wide library service for Lake County residents in several ways. From FY22 to FY23, overall circulation at UMA has trended upward by 8.23%.

The new beginning reader fiction shelving will increase book storage capacity for the existing collection by 111%. The \$5,500 raised by the Friends will purchase new books and the older paperback books will be retired. Therefore the new shelving will increase capacity for the projected collection by 44%, allowing the library to better serve the surrounding communities and through the Lake County Library System cooperative.

Based on current figures, see table below, Umatilla Public Library houses about 7% of the total LCLS beginning reader collection. New capacity estimates could increase the projected amount of beginning reader fiction to 540, which would be 9% of the total LCLS collection.

Current Figures

Book Type	Collection Code	LCLS	UMA	UMA % of Total
Beg. Fic	ER	12,373	867	7%
Beg. Non-Fic	ERNF	5,744	375	7%
Picture Fic	E	44,457	3,144	7%
Board Books	BB	5,732	169	3%

New shelving will be easily accessible for children of all ages, which aligns with the county-wide goal of promoting early literacy and independent learning. Ease of use through child-friendly shelving, soft seating with a coordinated color scheme and an inviting aesthetic space along with a new activity wall will drive interest in our early literacy collections. Our strategic approach is to enhance capacity and expand service for all patrons.

*f. Provide an itemized cost estimate for equipment requests.*

See Appendix 1

## **Appendices**

Appendix 1: Budget Projection from Jeff Hunt, Library Interiors

Appendix 2: Room Drawings from Jeff Hunt, Library Interiors

Appendix 3: Pictures of Equipment

Appendix 4: Letter of Support from Umatilla Kiwanis



# LIBRARY INTERIORS OF FLORIDA, INC.

10006 Cross Creek Blvd. #432 ■ Tampa, FL 33647 ■ ph.813.977.6805 ■ fax.813.977.6806

## Budget Projection

Date: March 15, 2024

Customer: Amy Stultz  
 Umatilla Public Library  
 412 Hatfield Drive  
 Umatilla, FL 32784  
 352-669-3284

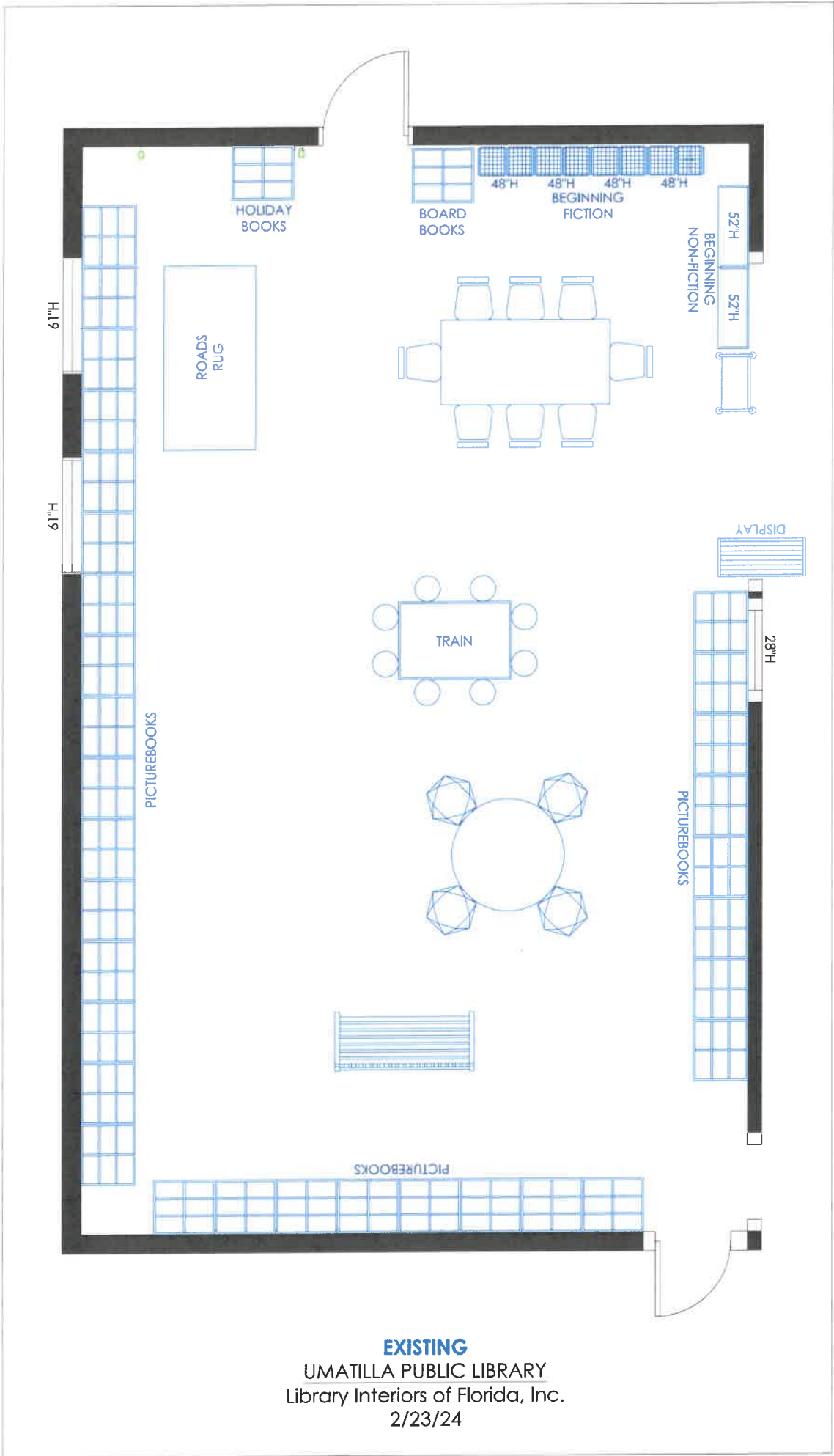
Project: Children's Reconfiguration

Submitted By:   
 Jeff Hunt

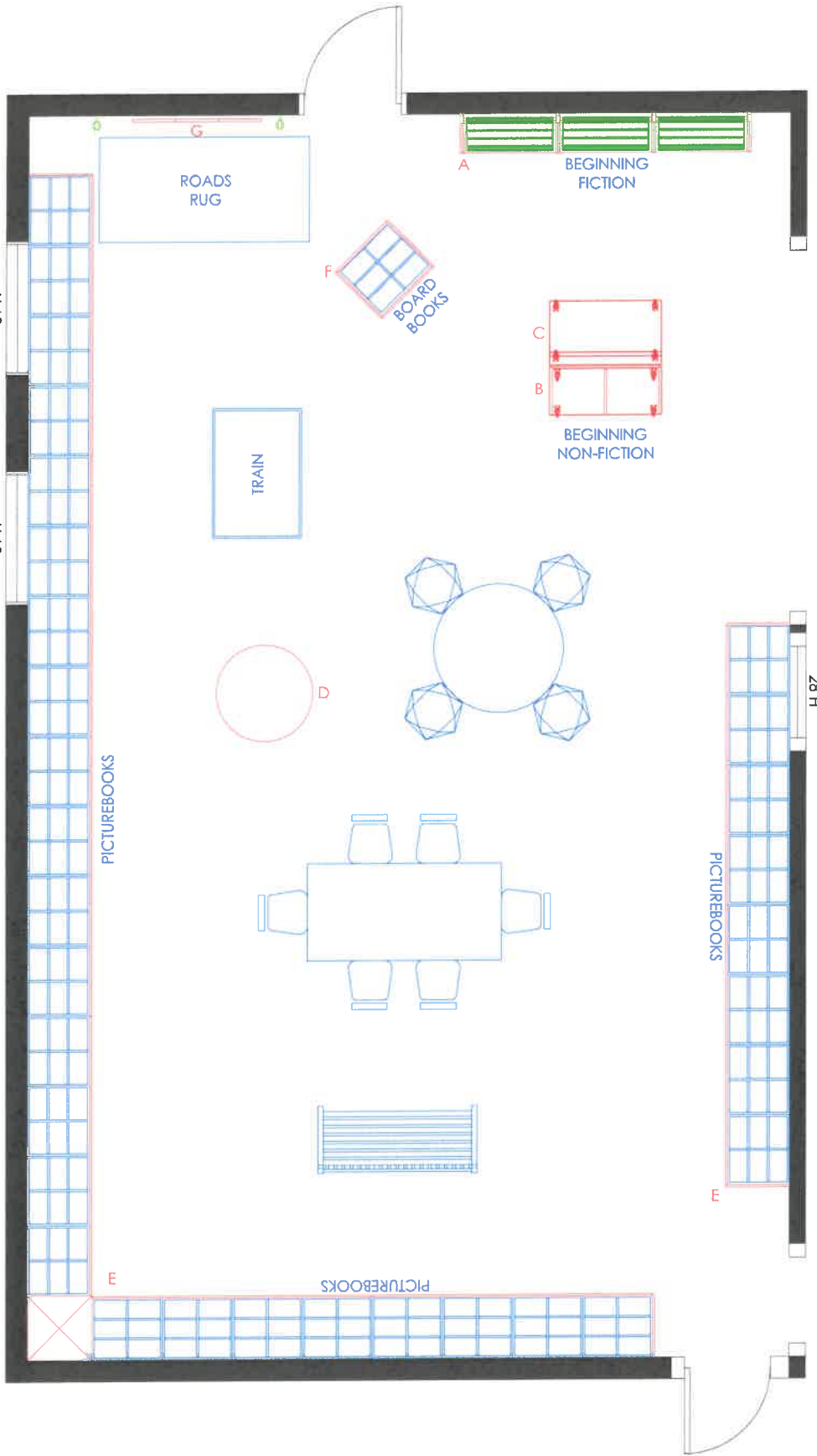
Item	Qty	Manufacturer	Catalog #	Item Description	Unit Price	Total Price
<b>Beginning Fiction Shelving</b>						
A1	4	Estey	EDSUPT4212	"Designer Series" single-face upright - 42" high x 12" deep	\$ 223.53	\$ 894.11
A2	4	Estey	WCLIP	"Designer Series" wall clip	\$ 1.69	\$ 6.75
A3	4	Estey	SCREW15	hex-head tech-screw - #14 x 1"	\$ 0.30	\$ 1.21
A4	6	Estey	DSTRUT	"Designer Series" top and bottom strut - 36" wide	\$ 73.38	\$ 440.31
A5	3	Estey	DKP36A	"Designer Series" kickplate assembly - 36" wide	\$ 24.46	\$ 73.38
A6	9	Estey	ED3612A	"Designer Series" flat shelf assembly - 12" deep x 36" wide x 6" high	\$ 73.38	\$ 660.46
A7	9	3branch	3541	"MagBrowz" acrylic large bin for picturebooks - 12" deep x 31-3/4" wide x 6-1/2" high	\$ 178.27	\$ 1,604.40
<b>Beginning Non-Fiction Shelving</b>						
B	1	MediaTechnologies	DFT-42-4218S-OCB-L-MOB	"Drift" laminate single-face straight mobile shelving - 42" high x 42" wide x 18" deep	\$ 2,056.02	\$ 2,056.02
<b>Lounge Seating</b>						
C	1	MediaTechnologies	FTRB2-2442-4C	"Half Back" upholstered rectangular settee with casters - 24" deep x 42" wide x 18" high - Grade 2 material	\$ 3,631.29	\$ 3,631.29
<b>Floor Cushion</b>						
D	1	MediaTechnologies	CBLOX-36-2	"Blox" upholstered round ottoman - 36" diameter x 2" high - Grade 2 material	\$ 1,312.03	\$ 1,312.03

Item	Qty	Manufacturer	Catalog #	Item Description	Unit Price	Total Price
<b>Picturebook Bins</b>						
E1	8	Worden	BASCT 5D 108X26X Lam PVC3	"Linear 3.0" laminate front filler panel with 3mm PVC edge - 26" high x 104" wide	\$ 996.89	\$ 7,975.11
E2	4	Worden	BASCT 5D 36X26X Lam PVC3	"Linear 3.0" laminate front filler panel with 3mm PVC edge - 26" high x 24" wide	\$ 415.28	\$ 1,661.12
E3	1	Worden	XBASEP 3D 50X18X Lam PVC3	"Linear 3.0" laminate corner filler with 3mm PVC edge - 50" high x 18" deep x 18" wide	\$ 1,075.22	\$ 1,075.22
<b>Board Book Bin</b>						
F1	4	Worden	BASCT 5D 36X26X Lam PVC3	"Linear 3.0" front filler panel with 3mm PVC edge - 26" high x 24" wide	\$ 415.28	\$ 1,661.12
F2	1	Worden	W42-MSB	"Pin-Fast" mobile shelving caster set - 2-1/2" diameter	\$ 422.79	\$ 422.79
<b>Activity Panels</b>						
G1	1	Gressco	1023139001	"Labyrinth" sensory wall activity panel - 17" high x 16" wide x 3 1/2" thick	\$ 353.08	\$ 353.08
G2	1	Gressco	1120370001	"Closures" sensory wall activity panel - 17" high x 16" wide x 2" thick	\$ 237.69	\$ 237.69
G3	1	Gressco	1120394001	"Acrylic Gears" sensory wall activity panel - 17" high x 16" wide x 2" thick	\$ 593.08	\$ 593.08
G4	1	Gressco	1120191001	guide rails for (3) wall activity panels - 2" high x 48" wide x 1-1/4" deep	\$ 293.08	\$ 293.08
<b>Total Project</b>					<b>\$</b>	<b>24,952.25</b>

All pricing is NET F.O.B. DELIVERED & INSTALLED and does not include any applicable tax.



**EXISTING**  
 UMATILLA PUBLIC LIBRARY  
 Library Interiors of Florida, Inc.  
 2/23/24



**PROPOSED**  
 UMATILLA PUBLIC LIBRARY  
 Library Interiors of Florida, Inc.  
 3/15/24

**Appendix 3: Pictures of Equipment**

**Beginning Reader Fiction Section**

Current section contains browse bins.

Depth is limited due to sliding factor.

Shelves are too tall for most children in the target age range of 4 – 6 years. Top of shelf and first shelf are inaccessible to most children.



**Beginning Reader Fiction Section**

Example of metal shelving, similar to what might be used.



**Beginning Reader Fiction Section**

Example of Acrylic Browse Bins for face-out, browsable shelving with high visibility.

Example of new height.



**Beginning Reader Fiction Section**

Acrylic Browse Bins

Thick and durable.

Bottom ridges to prevent slippage.

See-through for visual interest.



**Beginning Reader Non-Fiction**

Metal Shelving on casters, facing the picture book section.

Spine out shelving.



**Beginning Reader Fiction Section**

Soft Seating.

The back of the sofa would be placed against the back of the non-fiction shelving.



**Current Picture Book Shelving**

Browse bins are sturdy and adequate for needs, except that the crawl space underneath has been problematic.



**Updated Picture Book Section**

Formica cover plate would add visual uniformity to current shelving.

Cover plate would extend to floor, eliminating a crawl space underneath picture books.



**Current Board Book Bin**

To make this bin accessible to babies, the legs will be cut off and replaced with locking casters.

The bin will be wrapped in Formica in a complementary color to the picture books.



**Activity Wall**

Frame installed to wall.

Panels slide in and out for quick change.



**Picture Book Section**

**Soft Seating**

Large round floor cushion allows for families to sit together in a group, on the floor.

Easy to move if space needed for programs.



42 13/32"  
MINIMUM





Umatilla Kiwanis Club  
P.O. Box 1911  
Umatilla Florida 32784

The Umatilla Kiwanis Club has long been a friend of the Umatilla Public Library. This support comes in the form of financial funding for general use as well as financial support for specific projects. In addition, several Kiwanians have volunteered time to help with reading programs as well as summer life skills programs. Our public library is a mainstay of our town and the Umatilla Kiwanis club is proud to be a partner in the work our library is doing with the children of our community. Kiwanis International's motto is: "serving the children of the world", and our public library is doing just that with reading programs and summer life skills programs. Our Kiwanis Club will continue to support our Library financially with any proposed project as well as general request for financial support. As noted above, our Kiwanis Club is proud to be a partner with our Library in serving the children of our community and as such, we strongly recommend that your organization join this partnership by financially supporting Umatilla's public library.

Sincerely:

Rudy Hitchcock,  
Secretary, Kiwanis Club of Umatilla



**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

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**DATE:** March 22, 2024

**MEETING DATE:** April 2, 2024

**SUBJECT:** Declaration of Surplus Items

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**BACKGROUND SUMMARY:**

When the City has items that no longer hold value or have exceeded their useful life, the City Council is asked to declare such items as surplus so they may be donated or sold to another agency for further use as the buyer or recipient sees fit.

- 1970s Ford tractor with bush hog.

**RECOMMENDATIONS:**

Surplus

**FISCAL IMPACTS:**

N/A

**ATTACHMENTS:**

None

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

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**DATE:** March 26, 2024

**MEETING DATE:** April 2, 2024

**SUBJECT:** Resolution No. 2024-05, Amendment #1 to PTGA 449782-1-94-01 Design and Construction of T-Hangars with Taxilanes at Umatilla Municipal Airport

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**BACKGROUND SUMMARY:**

In June 2023, the City accepted an initial FDOT PTGA to bid and construct a 13-unit T-Hangar building at the Umatilla Municipal Airport. The initial grant was for \$464,508 total project (\$455,218 FDOT (98%) + \$9,290 Local (2%)). Once the project was bid, the intent was for FDOT to amend the original agreement with construction funds for the remainder of the construction cost. On March 6, 2024, bids were received for the t-hangar construction and a request was sent to FDOT for additional funding. FDOT has offered a portion of the requested amount from their FY2024 budget and will provide the remainder of the requested funds from their FY2025 budget – after July 1, 2024. This first amendment is for \$1,244,898 total project (\$1,220,000 FDOT (98%) + \$24,898 Local (2%)), and the amendment to follow in July will be for \$491,885 total project (\$482,047 FDOT (98%) + \$9,838 Local (2%)). Once this amendment is executed, the construction contract will be finalized with the Contractor and brought back to the Council. After that is approved, a Notice to Procure can be issued so that the Contractor is able to initiate ordering the building – shop drawings, foundation plans, permits, etc. so that when the Second Amendment is received, we can move straight into construction without delay.

**RECOMMENDATIONS:**

Approval of Resolution No. 2024-05, Amendment #1 to PTGA 449782-1-94-01 Design and Construction of T-Hangars with Taxilanes at Umatilla Municipal Airport

**FISCAL IMPACTS:**

N/A

**ATTACHMENTS:**

1. Reso No. 2024-05 Amednment 1 to PTGA T-Hangar
-

**RESOLUTION NO. 2024-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ACCEPTING THE FIRST AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) 449782-1-94-01 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF DESIGN AND CONSTRUCTION OF T-HANGARS WITH TAXILANES AT UMATILLA MUNICIPAL AIRPORT; AUTHORIZING CITY OFFICIALS TO EXECUTE SAID AGREEMENT; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Umatilla, Lake County, Florida, on June 6, 2023 approved Public Transportation Grant Agreement 449782-1-94-01, which became effective on June 19, 2023. The initial grant was for \$464,508 total project (\$455,218 FDOT (98%) plus \$9,290 Local (2%)); and

**WHEREAS**, the City Council of the City of Umatilla, Lake County, Florida, on April 2, 2024, considered a first Amendment to the Public Transportation Grant Agreement (PTGA) 449782-1-94-01 to add funds to the project that FDOT has offered in the amount of \$1,244,898 total project (\$1,220,000 FDOT (98%) + \$24,898 Local (2%)); and

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

1. The foregoing recitals are incorporated herein by reference and made a part hereof.
2. That the Umatilla City Council accepts the first Amendment to the Public Transportation Grant Agreement 449782-1-94-01 offered by the Florida Department of Transportation. The agreement, including assurances contained therein, is authorized, and the City Manager or his designee shall act on behalf of the City with respect to the agreement and provide any additional information as may be required.
3. That the Mayor or the City Manager are hereby authorized and directed to sign the Public Transportation Grant Agreement on behalf of the City of Umatilla, Lake County, Florida.
4. That the Finance Director is hereby directed to amend the budget to include the increase in funding.
5. **SAVINGS CLAUSE:** If any section, sentence, clause, phrase, or word of this Resolution is for any reason held, or declared to be, unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this Resolution without such unconstitutional, invalid, or inoperative part therein; and the remainder of this Resolution, after the exclusion of such part or parts shall be deemed and held to be valid as if such parts had not been included herein; or if this Resolution or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

**EFFECTIVE DATE:** This Resolution shall take effect immediately upon its adoption by the City Council of the City of Umatilla, Lake County, Florida, this \_\_\_ day of April, 2024.

Attest:

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

\_\_\_\_\_  
Chris Creech, MAYOR of the  
City of Umatilla, Florida

\_\_\_\_\_  
Kevin Stone, Attorney for the  
City of Umatilla, Florida

**PUBLIC TRANSPORTATION  
AMENDMENT TO THE PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 449782-1-94-01	Fund(s):	DDR,DPTO	FLAIR Category:	088719
	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55052000531
Contract Number: G2L99	Federal Award Date:		Vendor Number:	VF596000442009
CFDA Number: N/A	SAM/UEI Number:		Amendment No.:	1
CFDA Title: N/A				
CSFA Number: 55.004				
CSFA Title: Aviation Grant Program				

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

**RECITALS**

WHEREAS, the Department and the Agency on 6/19/2023 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

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

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

- 1. Amendment Description.** The project is amended to add funds for the construction of T-Hangars with taxilanes at Umatilla Municiple Airport.
- 2. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

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

Form 725-000-03  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

- \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is  increased/  decreased by \$1,244,898 bringing the revised total cost of the project to \$1,709,406.

The Department's participation is  increased/  decreased by \$1,220,000. The Department agrees to participate in the Project cost up to the maximum amount of \$1,675,218, and, additionally the Department's participation in the Project shall not exceed 98.00% of the total eligible cost of the Project.

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

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

AGENCY City of Umatilla

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: C. Jack Adkins  
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

\_\_\_\_\_

## EXHIBIT A

### Project Description and Responsibilities

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): To fund the construction of T-Hangar building, taxilanes, and associated site improvements.

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

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, fire prevention, and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the T-Hangar project.

The specifics of the Project Scope for construction are described in and limited by the Contract Drawings for the Construction of "T-Hangar Development" at Umatilla Municipal Airport, prepared by AVCON, Inc., dated in February 2024, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Final closeout documents to be uploaded into JACIP.

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

**E. Unallowable Costs** (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

#### **F. Transit Operating Grant Requirements (Transit Only):**

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



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

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 7/22

**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
449782-1-94-01	DDR	088719	2023	751000	55.004	Aviation Grant Program	\$259,663.00
449782-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	\$859,421.00
449782-1-94-01	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$360,579.00
449782-1-94-01	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$195,555.00
449782-1-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	\$9,290.00
449782-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	\$24,898.00
<b>Total Financial Assistance</b>							<b>\$1,709,406.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$1,675,218.00	\$34,188.00	\$0.00	\$1,709,406.00	98.00	2.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$1,675,218.00</b>	<b>\$34,188.00</b>	<b>\$0.00</b>	<b>\$1,709,406.00</b>			

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

<b>Scope Code and/or Activity Line Item (ALI) (Transit Only)</b>	
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**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

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

Luci Taylor

Department Grant Manager Name

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

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Signature

Date

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$1,675,218

\*The award amount may change with amendments

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

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

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

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



## CITY OF UMATILLA AGENDA ITEM STAFF REPORT

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**DATE:** March 26, 2024

**MEETING DATE:** April 2, 2024

**SUBJECT:** Engineering and Construction Services Contract with Half Engineering and The City of Umatilla for RFQ 2023-05

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### **BACKGROUND SUMMARY:**

The City has negotiated a contract for engineering and construction services for the upcoming Community Development Block Grant (CDBG) for the water line and fire hydrant construction project. This contract includes the following services:

- Conduct the pre-construction meeting.
- Process and review shop drawings and material certificates.
- Attend and preside over construction progress meetings.
- Review and approve pay requests.
- Review and make recommendations on proposed change orders.
- Provide intermittent services during construction (assuming 400 hours of on-site inspection)
- Attend substantial completion inspection.
- Prepare construction record drawings incorporating all changes made during construction. .

### **RECOMMENDATIONS:**

Approval of Contract for \$59,763

### **FISCAL IMPACTS:**

CDBG grant allowance of \$61,000 will pay for these services

### **ATTACHMENTS:**

1. City of Umatilla CBDG Grant Engineering & Construction Services
  2. Grandview Oxford Hillside Map
  3. CDBG Water Line Map for Agenda
-



Via Email @ [amercer@umatillafl.org](mailto:amercer@umatillafl.org)

March 13, 2024

Aaron Mercer, Director of Public Works  
City of Umatilla  
1 South Central Avenue  
Umatilla, Florida 32784

**RE: City of Umatilla – CDBG Grant Engineering and Construction Services**

Halff is pleased to submit this Proposal to the City of Umatilla for professional services related to the construction engineering and inspection services for the CDBG Water Main Replacement project. The assumed construction duration for the project is 180 days. The following tasks are proposed as part of the project:

**PHASE 100 ENGINEERING AND CONSTRUCTION SERVICES**

- Conduct the pre-construction meeting, prepare the minutes, and distribute to attendees.
- Process and review shop drawings and material certificates, distribute to the contractor and the City of Umatilla.
- Attend and preside over once-monthly construction progress meetings.
- Review and approve contractor's monthly pay requests.
- Review and recommend approval or denial of proposed change orders from the contractor.
- Provide intermittent inspection, roughly 50-60% of the week during construction (assuming 400 hours of on-site inspection)
- Attend substantial completion inspection.
- Prepare and distribute punch list of final work/corrective items.
- Prepare construction record drawings incorporating all changes made during construction. Provide City with an electronic copy of these drawings as PDF and AutoCAD formats.
- Note: City shall provide design files from design engineer in AutoCAD, as well as As-built files from the contractor.

**FEE: \$59,763.00**



**PHASE 999 REIMBURSABLES**

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed per Agreement.

**FEE: \$1,000.00**

**SUMMARY FEE SCHEDULE**

PHASE 100	\$ 59,763.00
PHASE 999	\$ 1,000.00
<b>TOTAL</b>	<b>\$ 60,763.00</b>

**THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:**

- Engineering design services
- Surveying



**Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**APPROVED:**

Engineer: **HALFF ASSOCIATES, INC.**

Signature: Michael Scullion

Name: Michael Scullion, PE, BCEE, DBIA

Title: Team Leader

Date: March 13, 2024

**APPROVED:**

Client: **CITY OF UMATILLA**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

LAKE PALM

SHEET No. 4

W. OCALA ST.

C.R. 450

SHEET No. 5

TENNESSEE AVE.

GRANDVIEW AVE.

HILLSIDE AVE.

OXFORD ST.

LAKE GENEVA

PEARL ST.

GUERRANT ST.

AVE.

SHEET No. 6

ILLA

E. LAKE ST.

WINTHROP AVE.

N. PINE AVE.

SHEET No. 10

SHEET No. 7

CASSADY ST.

N. ORANGE AVE.

CASSADY ST.

S. PINE AVE.

SHEET No. 8

WENDELL CT.

WHITCOMB AVE.

SHEET No. 9

HIGHLAND AVE.

OUTLOOK ST.

ROSE ST.

C.R. 44A

ROSE ST.

T No. 11



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

---

**DATE:** March 25, 2024

**MEETING DATE:** April 2, 2024

**SUBJECT:** Airport Ground Lease Agreement between The City of Umatilla and Lucas Air Hangar, LLC

---

**BACKGROUND SUMMARY:**

This is a thirty-year ground lease agreement with an annual payment of an annual payment of \$2,349.00 and hanger construction requirements for Lucas Air and Hangar, LLC and The City of Umatilla. The agreement requires the tenant to perform any necessary site work and construct and maintain a hangar of good commercial quality at least 2,000 square feet in size, together with other aviation-related improvements on the site for the purpose of storing and maintaining aircraft, including improvements desired by tenant for aircraft parking, storage, and maintenance, and flight instruction pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations.

If the City does not approve the tenant's hangar, or the tenant is otherwise unable to build a hangar due to a refusal or failure to act by the City, this Agreement shall be terminated and of no further force and effect.

All construction shall be subject to the approval of the City and the hangar shall be designed and painted a color to complement other hangars on the Airport property.

Hangar construction shall be completed within 180 days of its commencement.

**RECOMMENDATIONS:**

Approval of the Ground Lease with Lucas Air Hangar, LLC

**FISCAL IMPACTS:**

\$2,349.00+ annual revenue to airport fund

**ATTACHMENTS:**

1. Airport Ground Lease Agreement Between The City of Umatilla and Lucas Air Hangar LLC
-

**AIRPORT GROUND LEASE AGREEMENT**

**BETWEEN**

**THE CITY OF UMATILLA, FLORIDA**

**AND**

**LUCAS AIR HANGAR, LLC**

---

**THIS AIRPORT GROUND LEASE AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF UMATILLA, FLORIDA**, a municipal corporation, which shall be called the “Lessor” in this Agreement, and **LUCAS AIR HANGAR, LLC**, a Florida limited liability company, the “Tenant” in this Agreement and whose mailing address is 39623 County Road 439 Umatilla, Florida 32784 for a hangar site at the City of Umatilla Municipal Airport (“Airport”).

In consideration of the mutual terms and conditions contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**I. GROUND LEASE**

- A. Agreement to Lease Premises.** Lessor hereby leases to Tenant and Tenant hereby leases from Lessor the Airport hangar site more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (the “Premises”) for the purposes set forth in this Agreement. Tenant agrees to accept the Premises “as is,” and Lessor makes no warranty as to the condition of the Premises or their suitability for any particular purpose.
- B. Purpose of Agreement.** Subject to the terms of this Agreement, Tenant will, at Tenant’s sole cost and expense, perform any necessary site work and construct and maintain a hangar of good commercial quality at least 2000 square feet in size, together with other aviation-related improvements on the Premises for the purpose of storing and maintaining aircraft, including improvements desired by Tenant for aircraft parking, storage, and maintenance, and flight instruction pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations. Tenant may make such further ancillary improvements beyond the foregoing within Tenant’s hangar that Tenant so desires, so long as such improvements are done pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations. Tenant shall not make or cause to be made to the Premises any alteration or improvement without Lessor’s prior written consent (in Lessor’s sole discretion). Lessor’s approval and permitting of Tenant’s hangar is a condition precedent to the effectiveness of this Agreement. If Lessor does not approve Tenant’s hangar, or Tenant is otherwise unable to build Tenant’s hangar due to a refusal or failure to act by Lessor, this Agreement shall be terminated and of no further force and effect. Tenant shall not alter or improve any area of the Airport that is not leased by Tenant. Construction shall be

subject to the approval of the Lessor. The hangar shall be designed and painted a color to complement other hangars on the Airport property. Hangar construction shall commence within 180 days of the execution of this Agreement. Tenant agrees to exercise Tenant's best efforts to have the Hangar constructed within 365 day from the date of execution of this Agreement. Tenant shall not be deemed to be in breach of this Agreement should there be any delay in the completion of construction which is caused by labor or supply shortages or production issues.

- C. **Title to Improvements.** During the term of this Agreement, all portions of the hangar and any other improvements that are constructed or acquired by Tenant shall be and remain the personal property of the Tenant. Upon termination of this Agreement after all renewals provided for in this Agreement and as may be extended by the mutual agreement of the parties or their successors and assigns, title to improvements will be transferred to Lessor.
- D. **Access.** Lessor agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants (that are approved by Lessor pursuant to this Agreement), contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") are authorized to ingress and egress across the common areas of the Airport (in the areas designated by Lessor, for the purposes for which they were designed, and as permitted by applicable laws and regulations) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.
- E. **Right of Flight and Other Reserved Rights.** This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to Lessor, Lessor reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.

## II. RENT AND PAYMENT

- A. **Amount Due.** Tenant covenants to pay annual rent to Lessor for Tenant's lease of the Premises in the amount of Two Thousand Three Hundred Forty-Nine Dollars and NO/100 (\$2,349.00) commencing on the Commencement Date. Lessor and Tenant agree that Tenant's annual rent shall increase each year (or fraction of a year) when this Agreement is in effect by a percentage not exceeding the 12-month percentage change in the CPI-U All Urban Consumers index published by the U.S. Bureau of Labor Statistics for the preceding calendar year. Once timely paid, annual prepaid rent shall not be adjustable and shall be considered rent paid in full for the annual period. The rent for any fraction of a year shall be prorated.
- B. **When Due.** Annual rent payments shall be payable in advance and due on or before May 1<sup>st</sup> of each year during the term of this Agreement.
- C. **Payments.** Any amount due in connection with this Agreement or the use of the Airport shall be due without prior notice or demand, except when notice is necessary to make Tenant aware of an amount due, and shall be paid without offset, abatement, or deduction. Lessor shall first apply any sum paid to past due rent (beginning with the most recent amount due). No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. Lessor may accept any payment (including, but not limited to, past due amounts and related charges)

without prejudice to Lessor's rights to recover any sum or pursue other remedies provided by this Agreement or by law and without waiving any default under this Agreement. If any check paid on behalf of Tenant is dishonored by a bank, Tenant shall pay all charges that the bank may assess to Lessor plus a service charge of Fifty Dollars (\$50.00) per occurrence. If Lessor pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed in connection with Tenant's use of the Airport), such amount shall constitute an advance by Lessor to Tenant and Tenant shall promptly reimburse Lessor upon demand by Lessor. Lessor has the right to apply any sum paid by Tenant to any obligation that Tenant owes to Lessor (whether or not in connection with this Agreement). Tenant shall make payments to Lessor at the following address (or such other address as Lessor may designate in writing from time to time):

City of Umatilla  
Attn: Airport Manager  
P.O. Box 2286  
Umatilla, FL 32784

- D. Past Due Payments.** If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, Lessor may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for Lessor's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner.
- E. Additional Costs Not Included in Rent.** Any sum other than rent as required by this Agreement that Tenant is obligated to pay to Lessor arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional costs not included in rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges, permitting fees, impact fees and utility charges.

### **III. TERM**

- A.** The term of this Agreement shall be for a period of Thirty (30) years commencing on May 1, 2024 (the "Commencement Date") and ending on April 30, 2054 ("Expiration Date") (such period being the "Initial Term").
- B. Renewal.** If this Agreement has not been terminated as provided herein, effective prior to or at the end of the Initial Term, Tenant may renew this Agreement for two (2) additional periods of Five (5) years if Tenant is not in breach of this Agreement and delivers a written notice of renewal to Lessor at least ninety (90) days before the expiration of the Initial Term or the first renewal term.
- C. Renewal in accordance with right of first refusal.** Within ninety (90) days of the final renewal period established in this Agreement, Tenant shall give Lessor written notice if Tenant desires to renew this Agreement. If Tenant desires such renewal, and if Lessor is offering or

intends to offer the Premises for lease as an airplane hangar, Lessor and Tenant shall negotiate terms of the extension in good faith.

#### **IV. USE OF PREMISES**

- A. Compliance with Laws.** Tenant and Tenant's Associates shall comply at all times and at Tenant's sole cost with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, ordinances, and other pronouncements of any kind having the effect of law including, but not limited to, Umatilla Airport rules and regulations, City of Umatilla ordinances and land development regulations, Federal Aviation Administration rules and guidelines, Florida Department of Transportation rules and guidelines, and state and federal environmental laws. Upon a written request by Lessor, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.
- B. Unauthorized Uses.** Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, damaging, interfering with, or altering any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any laws and regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by Lessor; the storage of fuel in excess of 20 gallons (except that Tenant may store fuel on the Premises in engine-driven equipment with regular built-in fuel tanks such as aircraft fuel tanks or automobile fuel tanks); any use that would interfere with any operation at the Airport or decrease the Airport's effectiveness (as determined by Lessor in its sole discretion); the storage, possession or maintenance of any jet aircraft, although this provision does not apply turboprop aircraft, which are permissible; and any use that would be prohibited by or would impair coverage under either party's insurance policies.
- C. Permits and Licenses.** Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental entity that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide Lessor with timely written notice of the same.
- D. Taxes and Liens.** Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any improvements). Within thirty (30) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any

subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

- E. **Encumbrances.** Tenant shall not encumber or permit the encumbrance of any real property at the Airport. Tenant shall not encumber or permit the encumbrance of any of Tenant's rights under this Agreement without Lessor's prior written consent, in Lessor's sole discretion. Any purported encumbrance of rights in violation of this Section is void. In connection with Lessor's consent to any encumbrance, at a minimum the following shall apply: (i) such encumbrance shall only encumber Tenant's leasehold interest for the purpose of securing financing for Tenant's authorized improvements (no other encumbrance shall be permitted); (ii) such encumbrance shall be subordinate to Lessor's interests; (iii) the lienholder must agree to maintain current contact information with Lessor and provide Lessor with concurrent copies of any notices or communications regarding a default; (iv) the lienholder must certify to Lessor that it has reviewed this Agreement and accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement; (v) any default relating to such encumbrance shall be a default of this Agreement; (vi) the lienholder must agree that upon any default, Lessor shall have a lien with first priority on all Tenant-owned improvements and other property at the Premises; and (vii) such encumbrance shall terminate prior to the expiration date and the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied. Lessor shall have no obligation to provide any notices to any lienholder, and Lessor shall have no liability of any kind to any lienholder.
- F. **Damage to Property and Notice of Harm.** In addition to Tenant's indemnification obligations set forth in this Agreement, Tenant, at Tenant's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify Lessor of any such property damage. If Tenant discovers any other potential claims or losses that may affect Lessor, Tenant shall promptly notify Lessor of the same.
- G. **Signage and Advertising.** Tenant is not authorized to install or operate any signage outside of enclosed structures on the Premises (other than a hangar number or other markings for identification authorized or required by the Lessor), or at the Airport, except with the prior written approval of Lessor (which may be given or withheld in Lessor's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with laws and regulations (including, but not limited to, Airport signage policies and standards and the City of Umatilla's code of ordinances, land development regulations, and permit requirements).
- H. **Security.** Tenant is responsible to comply (at Tenant's sole cost) with all security measures that Lessor, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that Airport access credentials are the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that

Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.

- I. **Removal of Disabled Aircraft.** When consistent with laws and regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant any aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within Tenant's enclosed improvements or, with Lessor's prior written consent, elsewhere at the Airport on terms and conditions established by Lessor. If Tenant fails to comply with this requirement after a written request by Lessor to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that Lessor determines, in its sole discretion, to be in Lessor's best interests.
- J. **Maintenance, Repair, Utilities, and Storage.** Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to Lessor. Tenant shall be solely responsible to design and construct all improvements and to maintain, repair, reconstruct, and operate the Premises and all improvements at Tenant's sole cost and expense, including, but not limited to, all charges for utility services (and their installation and maintenance), janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and all improvements in a condition that is equal to the level of maintenance by Lessor in comparable areas and that is clean, free of debris, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any environmental law or regulation ("Hazardous Materials") shall be governed by Section VII of this Agreement.
- K. **Operations and Personnel.** Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall use its best efforts to immediately notify the Airport Manager of any condition that Tenant observes at the Airport that may create a hazard or disruption, shall promptly remedy deficiencies in Tenant's operations, and shall promptly respond to Lessor's complaints, requests for information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees, and Tenant shall control the conduct, demeanor, and appearance of Tenant's employees and Tenant's Associates to prevent them from doing so. If Lessor, the City of Umatilla, or Lake County, or the State of Florida, for good and sufficient cause, deems any of Tenant's employees or Tenant's associates to be objectionable, Tenant shall take all steps necessary to remove such persons from the Airport. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties. If Lessor determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by Lessor or other agency in charge and shall operate in a manner that protects safety and the interests of the public. Lessor may, but is not obligated to, stop Tenant's operations if safety laws and regulations or other safe work practices are not being observed. Tenant shall participate in and cooperate with the lawful, reasonable, and nondiscriminatory safety, security, and operations programs implemented by Lessor and generally applicable to hangar occupants, including, but not limited to, programs

addressing common areas; services provided for use by multiple tenants; programs to implement cost efficiencies and economies of scale; and security-related measures.

## **V. LESSOR'S AUTHORITY**

- A. Nature of Lessor.** Lessor is a governmental entity and the proprietor of the Airport, and Lessor has all lawful rights, powers, and privileges to act in those capacities.
- B. Access to Premises.** Lessor for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives (“Lessor’s Associates”) reserves the right to enter the Premises as provided in this Section, and the same does not constitute a trespass upon the Premises or a violation of any rights. Lessor and Lessor’s Associates shall have the right to enter the Premises (except the interior of any building) at any time and without prior notice. Lessor and Lessor’s Associates shall have the right to enter the interior of any building on the Premises at any time and without prior notice for any purpose relating to any emergency, security, or safety concern, or to investigate or remediate potential threats or hazards. Lessor and Lessor’s Associates shall have right to enter the interior of any building on the Premises for any other purpose relating to the Airport (including, but not limited to, in order to conduct any inspections, determine compliance with this Agreement, and conduct Airport work) upon providing reasonable notice to Tenant. Tenant agrees that Lessor may discuss with Tenant’s employees any matters pertinent to Tenant’s use, occupancy, or operations at the Premises and the Airport.
- C. Lessor’s Right to Work Within, Alter, or Recover Premises.** Lessor has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that Lessor (in its sole discretion) determines to be in Lessor’s best interests, including, but not limited to, within the Premises. Lessor has the right to recover all or any portion of the Premises from Tenant in connection with any such work as Lessor may determine in its sole discretion. If Lessor determines to recover all or any portion of the Premises, Lessor shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is not tenantable in light of the purposes of this Agreement (as determined by Lessor in its sole discretion), Lessor, in its sole discretion, shall either:
- i. Purchase the Tenant-owned improvements on the Premises and terminate this Agreement for convenience. In connection with any such purchase and termination, Lessor shall pay only the following amount: the remaining value of such Tenant-owned improvements (so long as such improvements are not in breach of this Agreement), which shall be determined as provided in this Agreement. This Agreement shall terminate at the time specified by Lessor in writing. OR:
  - ii. Relocate such Tenant-owned improvements to another location on the Airport that is determined by Lessor. In connection with any such relocation, Lessor shall pay the reasonable costs to relocate such improvements (so long as they are not in breach of this Agreement), and the parties agree that they shall amend this Agreement to substitute such new location as the Premises herein.

iii. Nothing under this Section shall be construed to waive Lessor's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

## **VI. LIABILITY AND INSURANCE**

**A. Indemnity by Tenant.** Tenant agrees to indemnify, hold harmless, and defend Lessor and its officers, agents, and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (ii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to Lessor in carrying out this obligation. The obligation stated in this Section shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

**B. Waiver of Liability and Assumption of Risk.** Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against Lessor and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

**C. Insurance.** At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to Lessor's insurance requirements as they exist from time to time.

i. **Aviation Liability with Additional Coverage.** Aviation liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than two million dollars (\$2,000,000) per occurrence, including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in this Agreement. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. **Property.** All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the improvements constructed on the Premises. Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. **Automobile.** If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (e.g. Aircraft Movement Area), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or

property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with Lessor's self-fueling requirements, including, but not limited to, any pollution legal liability insurance requirements.

v. Aircraft. Tenant is responsible for any damage or loss to its Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

## **VII. HAZARDOUS MATERIALS**

**A. No Violation of Environmental Laws.** Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws.

**B. Response to Violations.** Tenant agrees that in the event of a release or threat of release of any hazardous material by Tenant or Tenant's Associates at the Airport, Tenant shall provide Lessor with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable laws and regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor) to show that Tenant is complying with applicable environmental laws. Lessor may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any environmental laws at the Airport (whether due to the release of a hazardous material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable environmental laws; (ii) submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Lessor and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to Lessor copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

**C. Obligations upon Termination.** Upon any expiration or termination of this Agreement, or upon any change in possession of the Premises as authorized by Lessor, Tenant shall demonstrate to Lessor's reasonable satisfaction that Tenant has removed any hazardous materials and is in compliance with all applicable environmental laws and regulations. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises.

## **VIII. ASSIGNMENT AND SUBLEASING**

### **A. Assignment by Tenant; Lessor's Option to Repurchase.**

- a. Tenant may not assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, unless it has first provided Lessor with written notice of its intent to assign such rights (the "Notice of Assignment"). Upon the receipt of the notice, Lessor shall have 45 days to obtain an appraisal of the value of the leasehold interest hereunder and improvements thereon (the "Appraisal Amount") and provide notice to the Tenant that it intends to terminate the tenancy under this Agreement and acquire the improvements by paying the Appraisal Amount. If Lessor does not provide written notice of its intent to terminate the tenancy hereunder and acquire the improvements, or provides written notice that it has waived its right to do so, Tenant shall have 6 months to assign such rights pursuant to the provisions of subparagraph (b) below. After 6 months, any proposed assignment shall be prohibited unless the Tenant again complies with the provisions of this subparagraph (a). If Lessor does provide notice of its intent to terminate the tenancy hereunder and acquire the improvements, then the closing shall occur within a reasonable time and the Tenant shall surrender the premises as hereinafter provided upon receipt of the Appraisal Amount in cash.
- b. Subject to the restrictions in subparagraph (a), Tenant may assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), or delegate any performance under this Agreement, only with the prior written consent of Lessor to any of the same. Lessor shall not unreasonably withhold such consent, and as a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by Lessor. Regardless of Lessor's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this Section is void.

**B. Assignment by Lessor.** Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Tenant agrees that Tenant shall perform its obligations under this Agreement in favor of such assignee.

**C. Sublease.** Upon obtaining Lessor's prior written consent, which Lessor may provide or withhold in Lessor's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required

by Lessor. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to Lessor hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to Lessor if Tenant ceases to be a party to this Agreement. Lessor shall have the right to approve any sublease in Lessor's sole discretion, and Tenant shall provide to Lessor a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

## **IX. DAMAGE, DESTRUCTION, AND CONDEMNATION**

- A. **Damage or Destruction of Premises.** If any portion of the Premises or the improvements on the Premises is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by Lessor as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If Lessor performs such work, insurance proceeds shall be paid to Lessor. If the Premises or any improvement on the Premises are tenable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. Tenant shall not receive any abatement of Tenant's rent obligations.
- B. **Condemnation.** In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than Lessor), all compensation from such proceeding shall be paid to Lessor, except that Tenant may pursue a claim against the condemnor for the value of the improvements on the Premises that are owned by Tenant and Tenant's leasehold interest, and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, Lessor shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If Lessor determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenable as a result of such taking, Lessor may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

## **X. DEFAULT**

A. **Tenant's Default.** The occurrence of any of the following events shall constitute a default by Tenant under this Agreement unless cured within thirty (30) days following written notice of such violation from lessor: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an

arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing any improvements that are required to be constructed under this Agreement.

**B. Remedies.** Upon any default by Tenant under this Agreement, Lessor may (at any time) pursue any or all remedies available to Lessor, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to Lessor all costs incurred by Lessor for such performance, together with interest and service fees for any past due amounts and an administrative charge equal to ten percent (10%) of the cost incurred by Lessor (which the parties agree is a reasonable estimate of and liquidated damages for Lessor's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay Lessor on demand for any deficiency in the same. No action by Lessor or Lessor's Associates shall be construed as an election by Lessor to terminate this Agreement or accept any surrender of the Premises unless Lessor provides Tenant with a written notice expressly stating that Lessor has terminated this Agreement or accepted a surrender of the Premises.

**C. Default by Lessor.** Lessor shall not be in default under this Agreement unless Lessor fails to perform an obligation required of Lessor under this Agreement within thirty (30) days after written notice by Tenant to Lessor. If the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance or cure, Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

## **XI. EXPIRATION OR TERMINATION OF AGREEMENT**

### **A. Disposition of Tenant's Improvements.**

i. Disposition If Agreement Terminates Due to Default. If this Agreement terminates before the Expiration Date due to Tenant's default, within ninety (90) days after such termination Lessor, in its sole discretion, may determine to accept title to all or any portion of the Tenant-owned improvements on the Premises. Upon Lessor accepting any such title, all of Tenant's rights, title, and interests in the same shall be terminated and title thereto shall vest in Lessor automatically. Tenant shall surrender such improvements and the Premises upon termination of the Agreement. If Lessor rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days of such rejection or expiration) remove all improvements that were not accepted by Lessor at Tenant's sole expense in a manner acceptable to Lessor. If Tenant fails to remove any such improvements, Lessor may do so in any manner acceptable to Lessor.

ii. **Disposition Upon Expiration.** If this Agreement expires at or after the Expiration Date, Tenant agrees that Lessor shall have (and hereby grants to Lessor) the option to assume ownership all or any of the Tenant-owned improvements on the Premises and, if such option is exercised the transfer of assets shall be self-executing provided that Tenant agrees to cooperate in the execution and delivery of any instrument necessary to perfect title in the Lessor. If Lessor does not exercise such option to assume ownership of the improvements (or if when exercising such option Lessor does not acquire a Tenant-owned hangar), Tenant may either: (a) transfer its interests in the improvements owned by Tenant to a party who, prior to the Expiration Date, has been accepted by Lessor, in its sole discretion, and has entered an agreement for the Premises that is acceptable to Lessor; or (b) Tenant shall surrender the Premises and, within sixty (60) days after the Expiration Date, shall remove all improvements owned by Tenant. If Tenant fails to perform either such alternative, Lessor shall have the rights as set forth above for termination of agreement due to Tenant's default.

**B. Surrender of Premises.** Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to Lessor the Premises (and any improvements accepted by Lessor) "broom clean," free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport (other than that which resulted from ordinary wear and tear during the term of the lease) that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to Lessor all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as in this Agreement; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by Lessor, (except that Tenant must obtain Lessor's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to, and without any obligation to account to, Tenant or any other person (except that improvements owned by Tenant shall be as provided in Section A above) Tenant shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until Lessor has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

**C. Holding Over.** If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and Lessor may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the improvements at fair market value based on Lessor's survey of rent for similarly situated facilities at the Airport and at other similar airports (which Lessor shall determine in its sole discretion).

## **XII. MISCELLANEOUS PROVISIONS**

**A. Notices.** Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to Lessor:

City of Umatilla  
Attn: Airport Manager  
P.O. Box 2286  
Umatilla, FL 32784

With required, simultaneous copy to:

Kevin Stone, City Attorney  
Stone & Gerken, P.A.  
4850 N. Hwy 19A  
Mount Dora, FL 32757

If to Tenant:

Lucas Air Hangar, LLC  
Attn: Cameron Lucas  
39623 County Road 439  
Umatilla, FL 32784

With required, simultaneous copy to:

Zachary Broome, Esq.  
Bowen & Schroth, P.A.  
600 Jennings Ave  
Eustis, FL 32726

Either Lessor or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

**B. Entire Agreement.** This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

- C. Nondiscrimination.** Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended. Tenant further agrees that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).
- D. Force Majeure.** No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.
- E. Governing Law, Venue, and Waiver of Jury Trial.** This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State of Florida and venue shall be in Lake County. LANDLORD AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State.
- F. Attorney's Fees.** If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's

fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by Lessor in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section shall survive any expiration or termination of this Agreement.

- G. Amendments.** No amendment to this Agreement shall be binding on Lessor or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- H. Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- I. Confidentiality and Sunshine.** Tenant acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.
- J. Relationship of Parties.** This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- K. Provisions Are Binding Upon Successors and Assigns.** It is mutually covenanted, understood, and agreed by and between the parties hereto, that each of the provisions of this Lease shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of Lessor and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

*(Signature Page to Follow)*

In Witness Whereof, the parties have signed and sealed this Agreement as of the day and year first above-written.

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:

TENANT

LUCAS AIR HANGAR, LLC

\_\_\_\_\_  
Signature of First Witness

\_\_\_\_\_  
By: Cameron Lucas, Manager

\_\_\_\_\_  
Print or Type Name of First Witness

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Print or Type Name of Second Witness

State of Florida  
County of \_\_\_\_\_

The foregoing Airport Ground Lease was acknowledged before me via [ ] physical presence [ ] online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Cameron Lucas, the Manager of Lucas Air Hangar, LLC, on behalf of the company, who is/are personally known to me or has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
March 12, 2024 through March 18, 2024

## ARRESTS

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## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

<b>3/13/2024</b>	<b>2:38 p.m.</b>	<b>Bonilla-Perez, Luis Orlando</b>	<b>Driving motor vehicle while licensed suspended.</b>
<b>3/16/2024</b>	<b>9:31 a.m.</b>	<b>Goodspeed, James Grand Island</b>	<b>Driving while license suspended/cancelled/revoked, 2<sup>nd</sup> conviction.</b>
<b>3/16/2024</b>	<b>3:38 p.m.</b>	<b>Williamson, Amanda Umatilla</b>	<b>Expired registration – Having more than one valid Florida drivers license.</b>
<b>3/16/2024</b>	<b>5:29 p.m.</b>	<b>Wells, Keri Altoona</b>	<b>Expired registration – operating while Drivers license suspended/cancelled/revoked, 3<sup>rd</sup> subsequent offense.</b>
<b>3/18/2024</b>	<b>12:04 p.m.</b>	<b>Duncombe, Corbin Leesburg</b>	<b>Driving while license suspended knowingly.</b>

## REPORTS FILED

<b>3/13/2024</b>	<b>2:12 p.m.</b>	<b>A resident brought found property to the Umatilla Police Department. The found property was placed into evidence.</b>
<b>3/14/2024</b>	<b>8:17 p.m.</b>	<b>Officers responded to Cadwell Park reference suspicious persons. All was okay there were playing a game of Catching Pokemon.</b>
<b>3/15/2024</b>	<b>12:46 a.m.</b>	<b>Officers received a call of a person in distress in the area of North Central Avenue. Person was turned over to EMS.</b>
<b>3/15/2024</b>	<b>5:47 p.m.</b>	<b>Officers responded to a residence on South Central Avenue reference a person needing medical attention. They were turned over to EMS.</b>

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
March 12, 2024 through March 18, 2024

## ARRESTS

<b>3/16/2024</b>	<b>2:05 p.m.</b>	Officers responded to Twin Lake Circle to assist a person having a medical episode. They were turned over to EMS.
<b>3/17/2024</b>	<b>12:46 p.m.</b>	Officers responded to New York Avenue to assist the Lake County Sheriffs office reference a verbal dispute.
<b>3/18/2024</b>	<b>8:39 a.m.</b>	Officers responded to Magnolia Point in reference to the theft of construction materials from the development.
<b>318/2024</b>	<b>8:50 p.m.</b>	Officers responded to a hit and run crash that had occurred in the parking lot of the General Dollar store on North Central Avenue.

<b>ARRESTS</b>	<b>5</b>
<b>DISPATCHED CALLS</b>	<b>93</b>
<b>TRAFFIC STOPS</b>	<b>36</b>
<b>TRAFFIC CITATIONS ISSUED</b>	<b>6</b>



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
March 19, 2024 through March 25, 2024

## ARRESTS

3/21/2024	11:26 p.m.	Fleming, Kristin Eustis	Driving under the influence.
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## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

3/21/2024	8:29 a.m.	Mitchell, Chelsea Umatilla	Driving while license suspended/cancelled/revoked.
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## REPORTS FILED

3/19/2024	10:15 A.M.	Officers responded to the Umatilla Police Department reference a complainant of a scam. No crime had been committed.
3/19/2024	10:55 a.m.	Officers were called to the area of Classic Drive reference a person in need of medical attention. Person was turned over to EMS.
3/19/2024	7:22 p.m.	Officers responded to the area of Maple Tree Driver reference an item possibly being lost or stolen.
3/20/2024	6:24 p.m.	Officers responded to the area of McDonalds reference juveniles fighting. They were asked to leave. When officers arrived they had all gone their separate ways.
3/12/2024	12:01 p.m.	Officers responded to Dollar General at Lake Smith Road reference wanting to trespass someone. When officers arrived the subject was gone.
3/23/2024	7:38 p.m.	Officers assisted the Lake County Sheriffs office with a call for service in the area of East Deer Road. Dispute was verbal only.
3/24/2024	1:12 a.m.	Officers responded to Recovery Village reference a person needing medical attention. They were turned over to EMS.
3/24/2024	11:11 p.m.	Officers responded to Cadwell Park reference found property. It was placed into property and evidence at Umatilla Police Department.
3/25/2024	4:36 p.m.	Officers responded to Umatilla McDonalds reference theft of a backpack. After investigating the backpack was located in McDonalds lost and found.

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
March 19, 2024 through March 25, 2024

## ARRESTS

<b>3/26/2024</b>	<b>8:17 a.m.</b>	<b>Officers responded to the Circle K located at 391 SR 19 reference a civil dispute.</b>
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<b>ARRESTS</b>	<b>2</b>
<b>DISPATCHED CALLS</b>	<b>137</b>
<b>TRAFFIC STOPS</b>	<b>72</b>
<b>TRAFFIC CITATIONS ISSUED</b>	<b>2</b>