



UMATILLA CITY COUNCIL MEETING

September 3, 2024 at 6:00 PM

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

AGENDA

Please silence your electronic devices

CALL TO ORDER

ROLL CALL

AGENDA REVIEW

MINUTES REVIEW

1. Approval of Meeting Minutes
- August 20, 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. Resolution No. 2024-15, Umatilla High School Homecoming Parade FDOT Road Closure
3. Investment Policy

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

4. Resolution No. 2024-12, FDOT PTGA 453566-2 Bidding and Construction Rehab of the Airport Beacon at Umatilla Municipal Airport
5. Resolution No. 2024-16, Utility Rates

NEW BUSINESS

6. Grant Administration Services the Florida Rural Infrastructure Grant Project
7. AVCON Task Order No. 5 Construction Rehab of the Airport Beacon
8. ITB 24-PW-004 Central avenue Lift Station and Force Main Ranking and Award

REPORTS

9. 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

August 20, 2024 at 6:00 PM

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

MINUTES

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

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

SWEARING IN OF NEWLY APPOINTED COUNCIL MEMBER

City Clerk Burnham swore in newly appointed Council Member Crockett.

ROLL CALL

MEMBERS PRESENT

Chris Creech, Mayor
John Nichols, Council Member
Brian Butler, Council Member
Bear Crockett, Council Member

NOT PRESENT

Katherine Adams, Vice Mayor

ALSO PRESENT

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

AGENDA REVIEW

Mayor Creech asked Mr. Blankenship if there were any changes to the agenda. Mr. Blankenship replied that the applicant for Ordinance No. 2024-E2, RLW Holdings, LLC Rezoning, has withdrawn the application.

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

MINUTES REVIEW

1. Approval of Meeting Minutes
 - August 6, 2024, Land Planning Agency Minutes
 - August 6, 2024, Regular City Council Minutes

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE MINUTES DATED August 6, 2024, LAND PLANNING AGENCY AND AUGUST 6, 2024, REGULAR CITY COUNCIL MINUTES; SECONDED BY COUNCIL MEMBER BUTLER. MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.

PRESENTATIONS

PUBLIC COMMENT

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

CONSENT AGENDA

2. Hatfield Drive Special Event Road Closure

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

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

3. Resolution No. 2024-13, Live Local Act Property Tax Exemption

City Attorney Stone read the Resolution by title.

Resolution No. 2024-13

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a., FLORIDA STATUTES, COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION;” AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone provided the council with background on the agenda item and mentioned that under Florida law, developments that obtain a Certificate from the Florida Housing Finance Authority are eligible for either a 75% property tax exemption or a 100% property tax exemption. In 2024, SB 328 amended the statute to create an “opt-out” provision for taxing authorities that are within a County identified by the Shimberg Center for Housing Studies Annual Report as having a surplus of available units, or, rather “where the number of affordable and available units in the metropolitan statistical area (MSA) is greater than the number of renter households in the same area.” Lake County falls within the Orlando-Kissimmee MSA and has a surplus of 799 units. SB 328 states that a taxing authority may elect by a 2/3 vote and adoption of a resolution or ordinance to not exempt such properties. The Opt-Out is only good for one tax year beginning with 2025, and any resolution opting-out must be adopted by the taxing authority before January 1, 2025. The developments that already have the exemption will maintain the exemption for so long as they qualify through the Florida Housing Finance Corporation.

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

MOTION BY COUNCIL MEMBER TO APPROVE RESOLUTION NO. 2024-13, LIVE LOCAL ACT PROPERTY TAX EXEMPTION; SECONDED BY COUNCIL MEMBER BUTLER. MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

4. Final Reading of Ordinance No. 2024-F, State Statute Election Requirement

City Attorney read the Ordinance by title only.

Ordinance No. 2024-F

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, HARMONIZING QUALIFICATION PERIODS SET FORTH IN THE CITY CODE WITH THE REVISED QUALIFYING PERIOD SET IN SECTION 99.061, FLORIDA STATUTES; ESTABLISHING A PROCEDURE IN ACCORDANCE WITH SECTION 166.031(6), FLORIDA STATUTES FOR FILLING A VACANCY IN CANDIDACY CAUSED BY DEATH, WITHDRAWAL, OR REMOVAL FROM THE BALLOT OF A QUALIFIED CANDIDATE FOLLOWING THE END OF THE QUALIFYING PERIOD WHICH LEAVES FEWER THAN TWO CANDIDATES FOR AN OFFICE; PROVIDING FOR CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, INCLUSION IN CODE OF ORDINANCES, AND AN EFFECTIVE DATE.

City Attorney Stone provided background information on the agenda item and stated that the proposed ordinance amends the City's Code of Ordinances to comply with the State Statute.

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

MOTION BY COUNCIL MEMBER BUTLER TO APPROVE FINAL READING OF ORDINANCE NO. 2024-F, STATE STATUTE ELECTION REQUIREMENT; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION WAS APPROVED BY A ROLL CALL VOTE.

Council Member Butler	YES
Council Member Nichols	YES
Council Member Crockett	YES
Mayor Creech	YES

**The following items (5-6) were heard together*

- 5. Final Reading of Ordinance No. 2024-E RLW Holdings, LLC, Voluntary Annexation

- 6. Final Reading of Ordinance No. 2024-E1 RLW Holdings, LLC - Small Scale Comprehensive Plan Amendment

City Attorney Stone read Ordinance 2024-E by title only.

Ordinance No. 2024-E
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 0.25 ± ACRES OF LAND GENERALLY LOCATED WEST OF SR 19 AND NORTH OF UMATILLA PLACE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Stone read Ordinance 2024-E1 by title only.

Ordinance No. 2024-E1
AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(B); AMENDING THE LAND USE DESIGNATION OF 0.25 ± ACRES OF LAND DESIGNATED AS LAKE COUNTY COMMERCIAL TO CITY GENERAL COMMERCIAL IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY RLW HOLDINGS, LLC LOCATED WEST OF SR 19 AND NORTH OF UMATILLA PLACE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone Swore in the witness providing testimony for these agenda items. Attorney Stone stated that there had been no changes to the Ordinances since first reading and the testimony provided at the last meeting would carry forward.

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

MOTION BY COUNCIL MEMBER BUTLER TO APPROVE FINAL READING OF ORDINANCE NO. 2024-E RLW HOLDINGS, LLC VOLUNTARY ANNEXATION; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION WAS APPROVED BY A ROLL CALL VOTE.

Council Member Butler	YES
Council Member Nichols	YES
Council Member Crockett	YES
Mayor Creech	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FINAL READING OF ORDINANCE NO 2024-E1, RLW HOLDINGS, LLC SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; SECONDED BY COUNCIL MEMBER BUTLER. MOTION WAS APPROVED BY A ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Butler	YES
Council Member Crockett	YES
Mayor Creech	YES

- 7. Final Reading of Ordinance No. 2024-E2, RLW Holdings, LLC, Rezoning (Item withdrawn by applicant)

**This item was withdrawn by the applicant*

- 8. Resolution No. 2024-14, State Revolving Fund Loan Agreement – State Road 19 Water Projects

City Attorney Stone read the Resolution by title only.

Resolution No. 2024-14

A RESOLUTION OF CITY OF UMATILLA, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

Mr. Mercer provided the council with background information on the agenda item. Mr. Mercer stated this is a resolution required by the Florida Department of Environmental Protection, which governs the application and award of State Revolving Fund Loans for water projects. This resolution authorizes the loan application, the agreement and gives the City the legal authority to borrow and pledge repayment of the loan. The City has been awarded \$1,173,178 in loans with \$360,283 in loan forgiveness. The funding will be used to build the 10-inch water line on SR19 from Lake Smith Road, south to the north property line of the Mason Jar Restaurant.

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

MOTION BY COUNCIL MEMBER BUTLER TO APPROVE RESOLUTION NO. 2024-14, REVOLVING FUND LOAN AGREEMENT - STATE ROAD 19 WATER PROJECT; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

NEW BUSINESS

9. Sponsorship agreement with North Lake County Baseball, INC and The City of Umatilla

Mr. Nilson provided the council with background on the agenda item and stated this proposed agreement is between the City of Umatilla and Northlake County Baseball, INC, to allow for the installation and display of banners for advertising along the Larkin Park baseball field fencing. NLCB, INC will offer sponsorship opportunities to raise money to assist with the costs of uniforms, field rentals, equipment, insurance, and operating costs by offering banners to advertise individuals and/or companies who wish to sponsor the team. This agreement shall be for one (1) year, commencing on the Effective Date. Thereafter, this Agreement shall automatically be extended for consecutive periods of one (1) year each unless terminated by the City.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE SPONSORSHIP AGREEMENT WITH NORTH LAKE COUNTY BASEBALL, INC; SECONDED BY COUNCIL MEMBER BUTLER. MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

10. Approval of Funding for the Lake Street Sewer Line Extension

Mr. Mercer spoke on the agenda item and mentioned that in an effort to reduce the number of septic tanks around lakefront properties, the City is focusing on extending sewer service in areas that can have the biggest impact. This project will provide sewer service connections for residents on Lake Street as well as properties on Lake Owen and Crescent Lake. Sewer service will also be made available for homes on the east side of Lake Street. The sewer line will run from Peru Roa south, crossing under Lake Street, then connecting to an existing sewer manhole located near 796 Wisteria Avenue. This project will primarily be constructed using city staff and resources and the requested funding covers the cost of the pipes, fittings, and supplies, etc., as well as the directional boring, which is the only portion being done by a contractor.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE FUNDING OF THE LAKE STREET SEWER LINE EXTENSION; SECONDED BY COUNCIL MEMBER BUTLER. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

REPORTS

11. Staff Reports

City Attorney Stone had nothing to report.

Mr. Blankenship had nothing to report.

Council Member Butler had nothing to report.

Council Member Crockett had nothing to report.

Council Member Nichols had nothing to report.

Mayor Creech had nothing to report.

Chief Bolton had nothing to report.

Ms. Frazier mentioned that the next council meeting would have the tentative budget and millage rate.

Mr. Mercer had nothing to report.

Mr. Nilson had nothing to report.

Ms. Stulz had nothing to report.

Ms. Lambert had nothing to report.

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 6:30 p.m.

Jessica Burnham, FCRM
City Clerk

Christopher R. Creech, MAYOR



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: August 22, 2024

MEETING DATE: September 3, 2024

SUBJECT: Resolution No. 2024-15, Umatilla High School Homecoming Parade FDOT Road Closure

BACKGROUND SUMMARY:

The Umatilla High School Student Council has requested closure of SR 19 from 5:30 p.m. to 7:00 p.m. on October 10, 2024, for the purpose of holding the Annual UHS Homecoming Parade;

Umatilla High School has traditionally held the Homecoming Parade on State Road 19 northbound between Golden Gem Drive and Bulldog Lane on the Thursday prior to the Homecoming game.

The FDOT road closure application requires a Resolution and Minutes from the meeting in which the City Council considers and approves such road closure.

RECOMMENDATIONS:

Approval of Resolution No. 2024-15, Umatilla High School Homecoming Parade FDOT Road Closure

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. UHS letter requesting road closure
 2. Reso No. 2024-15 Umatilla HS homecoming parade FDOT
 3. Homecoming Parade Route
-



Umatilla High School

320 North Trowell Ave., Umatilla, FL 32784 * 352-669-3131 * Main Fax (352) 669-6606
Guidance Fax (352) 669-4091 * Athletic Fax (352) 5481

August 14, 2024

FDOT One Stop Permitting
Permits Coordinator
Leesburg Operations
1405 Thomas Avenue
Leesburg, FL 34748

Umatilla High School Homecoming Parade

October 10, 2024

Request for Road Closure 5:30 p.m. – 7:00 p.m.

SR 19 North bound lane from Golden Gem Drive to Bulldog Lane

Dear Sir:

The City of Umatilla is submitting an application for road closure for the above referenced event.

As the Events Coordinator with Umatilla High School, I confirm that the permit request from the City of Umatilla is accurate and approved.

Thanks,



Lisa Sabino

Resolution 2024-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, SUBMITTING A REQUEST TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE TWO NORTH BOUND LANES OF STATE ROAD 19 ON OCTOBER 10, 2024; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla encourages students of our community to become active participants in events that encourage teamwork and positive values, and

WHEREAS, the Umatilla High School Student Council has requested closure of SR 19 from 5:00 p.m. to 7:00 p.m. on October 10, 2024 for the purpose of holding the Annual UHS Homecoming Parade;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Umatilla, Florida that a request for temporary closure of State Road 19 be forwarded along with a certified copy of this Resolution to the Florida Department of Transportation to complete the temporary closure application process. Be it further resolved that City of Umatilla Mayor Christopher Creech be hereby authorized and directed to execute the request for temporary closure.

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 affect 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.

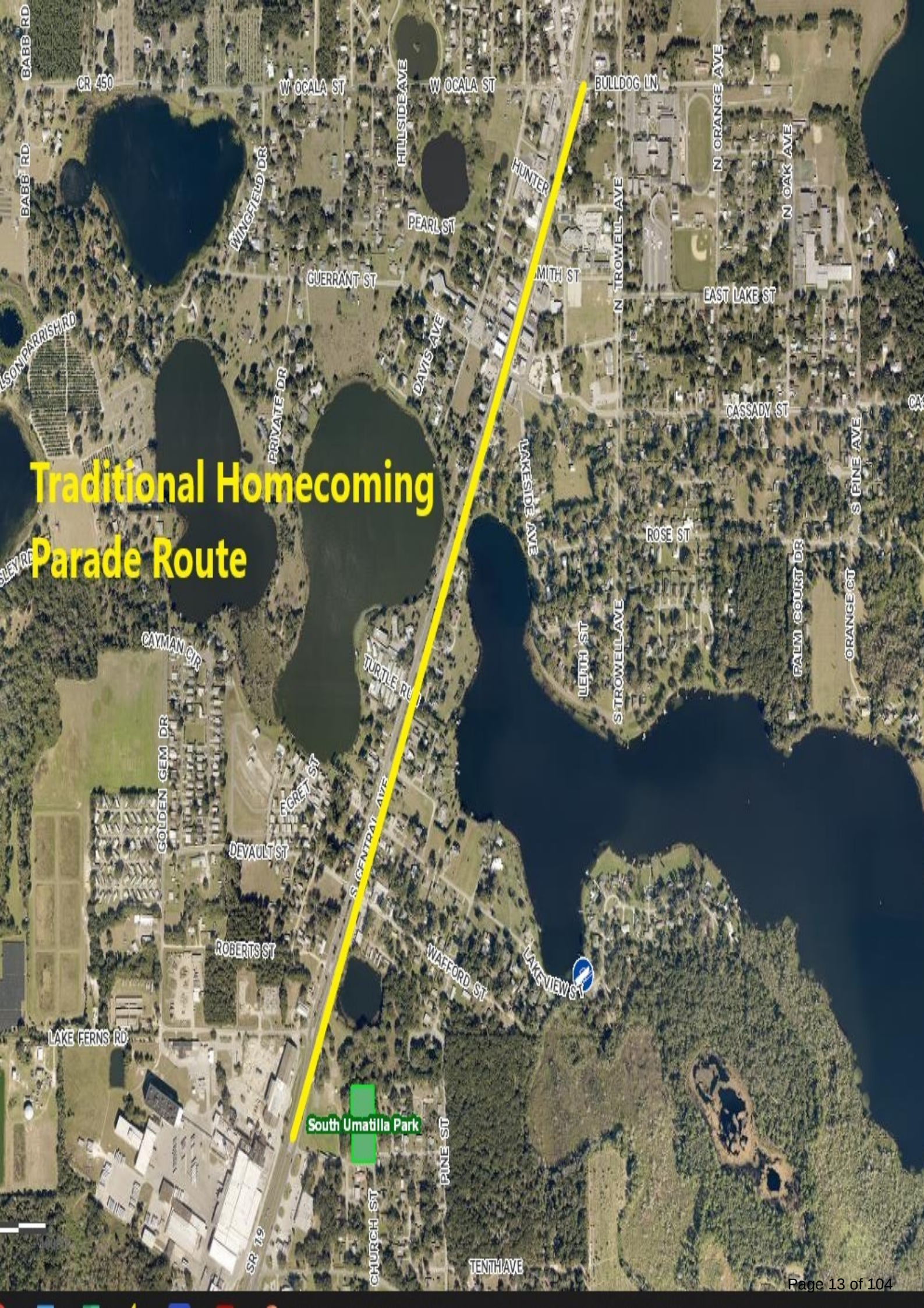
EFFECTIVE DATE: This Resolution shall take effect immediately upon its adoption by the City Council of the City of Umatilla, Lake County, Florida, this 3rd day of September, 2024.

Christopher Creech, MAYOR

Jessica Burnham
City Clerk

Kevin Stone
City Attorney

Traditional Homecoming Parade Route





CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: August 14, 2024

MEETING DATE: September 3, 2024

SUBJECT: Investment Policy

BACKGROUND SUMMARY:

This policy is to establish formal guidelines for the investment of the City's funds. The City currently does not have a formal investment policy. The goal of the policy is to ensure the highest investment return and preserve capital and liquidity, while meeting the daily cash flow demands of the City. The policy also ensures that local laws and state statutes are adhered to in the investment of public funds.

RECOMMENDATIONS:

Approval of the Investment Policy

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Investment Policy
-



CITY OF UMATILLA

INVESTMENT POLICY

PURPOSE

The purpose of this Investment Policy is to establish guidelines for the investment of municipal funds, ensuring the highest investment return with the preservation of capital and liquidity, while meeting the daily cash flow demands of the City and conforming to all state statutes and local ordinances governing the investment of public funds.

DISCUSSION

This policy applies to the investment activities of the City of Umatilla (City) with respect to funds not required for immediate expenditure. It encompasses all financial assets held by the City, including but not limited to general funds, special revenue funds, capital project funds, and any other funds held in trust or in the custody of the City.

POLICY

- I. Objectives - The primary objectives, in priority order, of the City's investment activities are:
 - A. Safety: The preservation of capital is the foremost objective. Investments shall be undertaken in a manner that ensures the preservation of the principal.
 - B. Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating and capital requirements.
 - C. Yield: The investment portfolio shall be managed to attain a market rate of return consistent with the primary objectives of safety and liquidity.

II. Prudence

The standard of prudence to be used by investment officials shall be the "prudent person" standard, which states that investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs. Investment officers acting in accordance with this policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes.

III. Delegation of Authority

Management responsibility for the investment program is hereby delegated to the Finance & Administration Director (Finance Director) who shall act in accordance with established procedures and internal controls consistent with this policy.

IV. Authorized Dealers and Financial Institutions

The Finance Director will maintain a list of authorized financial institutions and security dealers selected based on their creditworthiness, and must include all primary dealers and any other financial institutions that have met the criteria established in the City's investment procedures.

V. Authorized and Suitable Investments - The City is authorized to invest in the following types of securities, subject to the limitations imposed by state law and this policy:

- A. U.S. Treasury securities and government agency bonds.
- B. Certificates of deposit (CDs) from banks with FDIC insurance.
- C. Commercial paper rated A-1 or better by a recognized rating agency.
- D. Repurchase agreements secured by U.S. government obligations.
- E. Local government investment pools (LGIPs) established by state law.
- F. Bonds issued by the municipality or other governmental entities.

VI. Diversification

The City shall diversify its investments to the best of its ability based on the type of funds invested and the cash flow needs of those funds. Diversification can be by security type and institution to minimize the risk of loss resulting from over-concentration in a specific maturity, issuer, or class of securities.

VII. Safekeeping and Custody

All security transactions shall be conducted on a delivery-versus-payment (DVP) basis to ensure that securities are deposited in the City's safekeeping institution prior to the release of funds. Securities shall be held by a third-party custodian designated by the Finance Director and evidenced by safekeeping receipts and a written custodial agreement.

VIII. Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the municipality are protected from loss, theft, or misuse. The internal controls shall be reviewed annually by an independent auditor.

IX. Reporting

The Finance Director shall prepare an investment report at least quarterly. The report shall include a summary of securities held, current market valuations, and a summary of transactions during the period. The report shall also confirm that the portfolio is in compliance with this policy and applicable state laws. An annual report should also be provided to the City Council.

X. Policy Review

This investment policy shall be reviewed annually by the Finance Director and approved by the City Council of the City of Umatilla. Any modifications to this policy must be approved by the City Council.



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: August 23, 2024

MEETING DATE: September 3, 2024

SUBJECT: Resolution No. 2024-12, FDOT PTGA 453566-2 Bidding and Construction Rehab of the Airport Beacon at Umatilla Municipal Airport

BACKGROUND SUMMARY:

The City previously accepted grants from FAA and FDOT to design the Rotating Beacon Rehabilitation project at Umatilla Municipal Airport. The project included replacing the rotating beacon and providing new power supply and control connections to the existing airfield electrical vault.

This PTGA will fund bidding for the beacon replacement, along with construction and construction administration efforts. The existing beacon has been inoperable for an extended period of time and this project will be expedited to provide a valuable navigation aid to the flying public.

RECOMMENDATIONS:

Approval of FDOT PTGA 453566-2-94-01 and Resolution No. 2024-12, Public Transportation Grant Agreement (PTGA) for bidding and construction of the rotating beacon at Umatilla Municipal Airport

FISCAL IMPACTS:

Funding for this project is covered by a FDOT PTGA (100%).

ATTACHMENTS:

1. Reso 2024-12, FDOT PTGA 453566-2 Beacon at Umatilla Airport
 2. To Sponsor PTGA 453566-2_ Rehab Airport Beacon_X23
-

RESOLUTION NO. 2024-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ACCEPTING THE PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) 453566-2-94-01 FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF BIDDING AND CONSTRUCTION OF THE ROTATING BEACON 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 September 3, 2024, approved Public Transportation Grant Agreement 453566-2-94-01 with the State of Florida Department of Transportation, for the purpose of bidding and construction of the rotating beacon at Umatilla Municipal Airport.

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

1. That the Umatilla City Council accepts the Public Transportation Grant Agreement 453566-2-94-01 offered by the Florida Department of Transportation for this project with funding of a maximum amount of \$160,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project with no city match.
2. 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.
3. That the Finance Director is hereby directed to amend the budget to include the increase in funding.
4. **SAVINGS CLAUSE:** If any section, sentence, clause, phrase, or word of this Resolution is for any reason held, or declared to be, unconstitutional, inoperative or void, such holding or invalidity shall not affect 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 3rd day of September, 2024.

Attest:

Christopher Creech, MAYOR of the
City of Umatilla, Florida

Jessica Burnham, FCRM
City Clerk

Kevin Stone, Attorney for the
City of Umatilla, Florida

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR	FLAIR Category:
453566-2-94-01	Work Activity Code/Function:	215	Object Code:
	Federal Number/Federal Award		Org. Code:
	Identification Number (FAIN) – Transit only:	N/A	Vendor Number:
Contract Number:	Federal Award Date:	N/A	
CFDA Number:	Agency SAM/UEI Number:		
CFDA Title:			
CSFA Number:			
CSFA Title:			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Umatilla, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Bidding and Construction of Rotating Beacon at Umatilla Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **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**

4. **Exhibits.** The following Exhibits are 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 B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *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: Audit Requirements for Awards of State Financial Assistance

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- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
— *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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- a. The estimated total cost of the Project is \$160,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$160,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

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coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Umatilla

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Form 725-000-02
STRATEGIC
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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)): The proposed project will replace the existing airport rotating beacon, rehabilitate the existing pole, and replace the power and control services.

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): Airport Beacon Replacement: 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, purchase, delivery, testing, and commissioning of said equipment. Site preparation (earthwork, electrical, mechanical, and utilities) is to be included. It includes all materials, equipment, labor, and incidentals to purchase, install and commission a new piece of equipment.

The specifics of the Project Scope for construction are described in and limited by the Project Construction Plans identified as "AIRCRAFT PARKING APRON EXPANSION AND ROTATING BEACON REHABILITATION AT UMATILLA MUNICIPAL AIRPORT" prepared by AVCON, Inc., dated May 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 close out documents to be uploaded in 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.

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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453566-2-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	\$160,000.00
Total Financial Assistance							\$160,000.00

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	\$160,000.00	\$0.00	\$0.00	\$160,000.00	100.00	0.00	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
Totals	\$160,000.00	\$0.00	\$0.00	\$160,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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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.

Luciana Taylor

Department Grant Manager Name

Signature

Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

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

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

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

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

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

Insert District PIO contact info:

800-780-7102

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

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

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

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b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

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C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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

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

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

14. Operations and Maintenance.

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
 - 1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
 - 2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
 - 3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

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

16. Project Implementation.

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

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

23. Construction Projects. The Agency assures that it will:**a. Project Certifications.** Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

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

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

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

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

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

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

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$160,000

*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

DATE: August 22, 2024

MEETING DATE: September 3, 2024

SUBJECT: Resolution No. 2024-16, Utility Rates

BACKGROUND SUMMARY:

The City contracted with GovRates through Halff Engineering to evaluate the financial outlook of the water and sewer utility. The last study was done over 10 years ago and numerous operational and capital changes have taken place since then. The study analyzed existing debt service as well as coverage needed for future planned capital projects. Based on the study, rate increases of 6% per year for the next 5 years is required to meet operational demands.

As with all other City fees, we are changing the fee adoption methodology from Ordinance based to Resolution. The changes to the Utility Ordinance will be brought back to City Council for approval at a subsequent meeting.

RECOMMENDATIONS:

Approval of Resolution No. 2024-16, Utility Rates

FISCAL IMPACTS:

Corresponding revenue increase

ATTACHMENTS:

1. Resolution No. 2024-16 Utility Rate
 2. Utilities Fee schedule
-

RESOLUTION NO. 2024-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, ADJUSTING CUSTOMER RATES FOR WATER, IRRIGATION WATER, AND WASTEWATER FOR UTILITY SERVICE OBTAINED FROM THE CITY, SETTING FORTH FINDINGS, PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Umatilla provides water, irrigation water, and wastewater utility service to customers within its service area, and sets rates and charges for those services; and

WHEREAS, under §56-38 of the Code of Ordinances, utility rates are to be reviewed each year to determine if an adjustment is necessary; and

WHEREAS, the City Council finds that the City has the financial need to increase certain utility rates for its customers, and that increasing the rates is the financially responsible action in light of increasing operational and expansion costs associated with the utilities.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein and made a part hereof by the reference.

Section 2. Utility Fee Schedule. The following rates for utility services, referenced in Exhibit “A”, obtained from the City of Umatilla shall be adjusted on the effective date of this Resolution.

Section 3. Savings Clause. If any section, sentence, clause, phrase, or word of this Resolution is for any reason held, or declared to be, unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this Resolution without such unconstitutional, invalid, or inoperative part therein; and the remainder of this Resolution, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Resolution or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

Section 4. Effective Date: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Umatilla, Florida, held on the _____ day of _____, 2024.

CITY OF UMATILLA, FLORIDA

BY: _____
Christopher Creech, Mayor

ATTEST:

Jessica Burnham, City Clerk

Kevin Stone, City Attorney

City of Umatilla, Florida
Utility Rates

	Fiscal Year Ending September 30,					
	Existing 2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029

WATER AND IRRIGATION SERVICE

INSIDE-CITY RATES

Individually-Metered Residential

Base Rate - All Meter Sizes	\$ 13.61	\$ 14.43	\$ 15.30	\$ 16.22	\$ 17.19	\$ 18.22
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<u>Usage Charge Per 1,000 Gallons - Domestic</u>	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Block 1 - 0 to 4,999 gallons	\$ 2.90	\$ 3.07	\$ 3.25	\$ 3.45	\$ 3.66	\$ 3.88
Block 2 - 5,000 to 9,999 gallons	3.63	3.85	4.08	4.32	4.58	4.85
Block 3 - 10,000 to 14,999	4.35	4.61	4.89	5.18	5.49	5.82
Block 4 - 15,000 to 19,999	5.80	6.15	6.52	6.91	7.32	7.76
Block 5 - Over 20,000 gallons	7.26	7.70	8.16	8.65	9.17	9.72

<u>Usage Charge Per 1,000 Gallons - Irrigation</u>	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Block 1 - 0 to 9,999 gallons	\$ 3.63	\$ 3.85	\$ 4.08	\$ 4.32	\$ 4.58	\$ 4.85
Block 2 - 10,000 to 14,999	4.35	4.61	4.89	5.18	5.49	5.82
Block 3 - 15,000 to 19,999	5.80	6.15	6.52	6.91	7.32	7.76
Block 4 - Over 20,000 gallons	7.26	7.70	8.16	8.65	9.17	9.72

Commercial, Mobile Home, and Multifamily Master-Metered

<u>Base Rate Per Meter</u>						
3/4" or Smaller	\$ 13.61	\$ 14.43	\$ 15.30	\$ 16.22	\$ 17.19	\$ 18.22
1"	34.04	36.08	38.24	40.53	42.96	45.54
1-1/2"	68.06	72.14	76.47	81.06	85.92	91.08
2"	108.90	115.43	122.36	129.70	137.48	145.73
3"	204.22	216.47	229.46	243.23	257.82	273.29
4"	340.37	360.79	382.44	405.39	429.71	455.49
6"	680.74	721.58	764.87	810.76	859.41	910.97
8"	1,089.16	1,154.51	1,223.78	1,297.21	1,375.04	1,457.54

City of Umatilla, Florida
Utility Rates

	Fiscal Year Ending September 30,					
	Existing 2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029
10"	1,565.67	1,659.61	1,759.19	1,864.74	1,976.62	2,095.22
Compound Meter 32W	202.64	214.80	227.69	241.35	255.83	271.18
Compound Meter 42W	329.29	349.05	369.99	392.19	415.72	440.66
Compound Meter 65W	696.56	738.35	782.65	829.61	879.39	932.15
Compound Meter 82W	1,114.48	1,181.35	1,252.23	1,327.36	1,407.00	1,491.42
Hydrant Meter	108.90	115.43	122.36	129.70	137.48	145.73
Lift Station	0.00	0.00	0.00	0.00	0.00	0.00
	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Usage Charge Per 1,000 Gallons - Domestic	\$ 2.90	\$ 3.07	\$ 3.25	\$ 3.45	\$ 3.66	\$ 3.88
	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Usage Charge Per 1,000 Gallons - Irrigation	\$ 3.63	\$ 3.85	\$ 4.08	\$ 4.32	\$ 4.58	\$ 4.85
	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Usage Charge Per 1,000 Gallons - Lift Station	\$ 7.67	\$ 8.13	\$ 8.62	\$ 9.14	\$ 9.69	\$ 10.27

City of Umatilla, Florida
Utility Rates

	Fiscal Year Ending September 30,					
	Existing 2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029

OUTSIDE-CITY RATES

Individually-Metered Residential

Base Rate - All Meter Sizes	\$	17.03	\$	18.05	\$	19.13	\$	20.28	\$	21.50	\$	22.79
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<u>Usage Charge Per 1,000 Gallons - Domestic</u>	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Block 1 - 0 to 4,999 gallons	\$ 3.63	\$ 3.85	\$ 4.08	\$ 4.32	\$ 4.58	\$ 4.85
Block 2 - 5,000 to 9,999 gallons	4.53	4.80	5.09	5.40	5.72	6.06
Block 3 - 10,000 to 14,999	5.44	5.77	6.12	6.49	6.88	7.29
Block 4 - 15,000 to 19,999	7.26	7.70	8.16	8.65	9.17	9.72
Block 5 - Over 20,000 gallons	9.04	9.58	10.15	10.76	11.41	12.09

<u>Usage Charge Per 1,000 Gallons - Irrigation</u>	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Block 1 - 0 to 9,999 gallons	\$ 4.53	\$ 4.80	\$ 5.09	\$ 5.40	\$ 5.72	\$ 6.06
Block 2 - 10,000 to 14,999	5.44	5.77	6.12	6.49	6.88	7.29
Block 3 - 15,000 to 19,999	7.26	7.70	8.16	8.65	9.17	9.72
Block 4 - Over 20,000 gallons	9.04	9.58	10.15	10.76	11.41	12.09

Commercial, Mobile Home, and Multifamily Master-Metered

<u>Base Rate Per Meter</u>						
3/4" or Smaller	\$	17.03	\$	18.05	\$	19.13
1"		42.53		45.08		47.78
1-1/2"		85.10		90.21		95.62
2"		136.14		144.31		152.97
3"		255.27		270.59		286.83
4"		425.47		451.00		478.06
6"		850.89		901.94		956.06
8"		1,361.43		1,443.12		1,529.71
10"		1,957.09		2,074.52		2,198.99
Compound Meter 824		1,393.08		1,476.66		1,565.26

**City of Umatilla, Florida
Utility Rates**

	Fiscal Year Ending September 30,					
	Existing 2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029
	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Usage Charge Per 1,000 Gallons - Domestic	\$ 3.63	\$ 3.85	\$ 4.08	\$ 4.32	\$ 4.58	\$ 4.85
	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Usage Charge Per 1,000 Gallons - Irrigation	\$ 4.42	\$ 4.69	\$ 4.97	\$ 5.27	\$ 5.59	\$ 5.93

WASTEWATER SERVICE

INSIDE-CITY RATES

Individually-Metered Residential

Base Rate - All Meter Sizes	\$ 27.46	\$ 29.11	\$ 30.86	\$ 32.71	\$ 34.67	\$ 36.75
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	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Charge Per 1,000 Gallons (Max 20,000 Gallons)	\$ 5.67	\$ 1.32	\$ 1.68	\$ 2.06	\$ 2.46	\$ 2.89

Eustis Pass-Through Rate Per 1,000 Gallons (Max 20,000 Gallons)

\$ 4.70 **Future Adjustments Based on Percentage
Increases in Eustis Wholesale Sewer Rates
Charged to City, Including Any Increases for Fiscal Year
Fiscal Year 2025**

**City of Umatilla, Florida
Utility Rates**

	Fiscal Year Ending September 30,					
	Existing 2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029
<u>Commercial, Mobile Home, and Multifamily Master-Metered</u>						
Base Rate Per Meter						
3/4" or Smaller	\$ 27.46	\$ 29.11	\$ 30.86	\$ 32.71	\$ 34.67	\$ 36.75
1"	73.01	77.40	82.05	86.97	92.18	97.71
1-1/2"	146.00	154.77	164.08	173.91	184.33	195.39
2"	233.61	247.65	262.53	278.27	294.95	312.64
3"	438.03	464.35	492.27	521.78	553.04	586.22
4"	730.04	773.91	820.43	869.61	921.72	977.02
6"	1,460.10	1,547.83	1,640.88	1,739.25	1,843.47	1,954.07
8"	2,336.16	2,476.53	2,625.42	2,782.80	2,949.55	3,126.51
10"	3,358.24	3,560.03	3,774.05	4,000.29	4,239.99	4,494.37
Compound Meter 42S	704.66	747.00	791.91	839.38	889.68	943.05
Compound Meter 65S	1,494.05	1,583.82	1,679.04	1,779.69	1,886.33	1,999.50
Compound Meter 82S	2,390.49	2,534.13	2,686.47	2,847.52	3,018.15	3,199.22
	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Charge Per 1,000 Gallons	\$ 5.67	\$ 1.32	\$ 1.68	\$ 2.06	\$ 2.46	\$ 2.89
Eustis Pass-Through Rate Per 1,000 Gallons		\$ 4.70	Future Adjustments Based on Percentage Increases in Eustis Wholesale Sewer Rates Charged to City, Including Any Increases for Fiscal Year Fiscal Year 2025			

**City of Umatilla, Florida
Utility Rates**

		Fiscal Year Ending September 30,					
		Existing 2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029
<u>Sewer-Only Rates - All Customers</u>							
<u>Meter Size</u>							
3/4" or Smaller	Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons						
1"	Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 2.5						
1-1/2"	Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 5						
2"	Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 8						
3"	Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 15						
4"	Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 25						
6"	Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 50						
8"	Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 80						
10"	Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 115						
<u>Fixed Fee - Florida's Natural</u>							
Fixed Fee - All Meter Sizes		\$ 573.43	\$ 607.89	\$ 644.43	\$ 683.06	\$ 723.99	\$ 767.43

**City of Umatilla, Florida
Utility Rates**

	Fiscal Year Ending September 30,					
	Existing 2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029

OUTSIDE CITY RATES

Individually-Metered Residential

Base Rate - All Meter Sizes	\$ 34.33	\$ 36.39	\$ 38.58	\$ 40.89	\$ 43.34	\$ 45.94
	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Charge Per 1,000 Gallons (Max 20,000 Gallons)	\$ 7.09	\$ 1.65	\$ 2.10	\$ 2.58	\$ 3.08	\$ 3.61
Eustis Pass-Through Rate Per 1,000 Gallons (Max 20,000 Gallo	\$ -	\$ 5.88				

**Future Adjustments Based on Percentage
Increases in Eustis Wholesale Sewer Rates
Charged to City, Including Any Increases for Fiscal Year
Fiscal Year 2025**

Commercial, Mobile Home, and Multifamily Master-Metered

Base Rate Per Meter

3/4" or Smaller	\$ 34.33	\$ 36.39	\$ 38.58	\$ 40.89	\$ 43.34	\$ 45.94
1"	91.26	96.75	102.56	108.71	115.22	122.14
1-1/2"	182.50	193.47	205.10	217.39	230.42	244.24
2"	292.01	309.56	328.17	347.84	368.68	390.80
3"	547.54	580.44	615.33	652.22	691.30	732.78
4"	912.55	967.38	1,025.54	1,087.02	1,152.15	1,221.28
6"	1,825.13	1,934.79	2,051.11	2,174.07	2,304.34	2,442.58
8"	2,920.20	3,095.67	3,281.77	3,478.50	3,686.94	3,908.13
10"	4,197.80	4,450.03	4,717.56	5,000.37	5,299.99	5,617.96
Compound Meter 42S	880.83	933.75	989.89	1,049.23	1,112.10	1,178.82
Compound Meter 65S	1,867.56	1,979.78	2,098.80	2,224.62	2,357.92	2,499.38
Compound Meter 82S	2,988.11	3,167.66	3,358.09	3,559.40	3,772.68	3,999.02

City of Umatilla, Florida
Utility Rates

	Fiscal Year Ending September 30,					
	Existing 2024	Proposed 2025	Proposed 2026	Proposed 2027	Proposed 2028	Proposed 2029
	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons	Per 1,000 Gallons
Charge Per 1,000 Gallons	\$ 7.09	\$ 1.65	\$ 2.10	\$ 2.58	\$ 3.08	\$ 3.61
Eustis Pass-Through Rate Per 1,000 Gallons	\$ -	\$ 5.88				

**Future Adjustments Based on Percentage
Increases in Eustis Wholesale Sewer Rates
Charged to City, Including Any Increases for Fiscal Year
Fiscal Year 2025**

Sewer-Only Rates - All Customers

Meter Size

3/4" or Smaller

Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons

1"

Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 2.5

1-1/2"

Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 5

2"

Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 8

3"

Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 15

4"

Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 25

6"

Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 50

8"

Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 80

10"

Effective Monthly Sewer Bill of an Individually-Metered Residential Customer With Billed Usage of 5,000 Gallons * Meter Equivalent Factor of 115



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: July 26, 2024

MEETING DATE: September 3, 2024

SUBJECT: Grant Administration Services the Florida Rural Infrastructure Grant Project

BACKGROUND SUMMARY:

Halff Engineering has submitted a proposal for grant administrative services for the upcoming \$482,500 - FloridaCommerce Rural Infrastructure Fund grant for utility upgrades that will support Lake Fern Industrial Park. This grant is for water and sewer capacity upgrades on Golden Gem Drive.

This proposal provides the needed oversight of the RIF grant as it is funded with Federal dollars, similar to CDBG grants.

The proposal contains 6 critical tasks that include the following:

- Task 1: Information Management and Coordination
- Task 2: Administration and Reporting
- Task 3: Financial Management
- Task 4: Procurement and Contracting
- Task 5: Labor Standards Compliance
- Task 6: Project Monitoring and Close Out

Unlike the CDBG Grants, the RIF grant does not provide additional money for grant administration.

RECOMMENDATIONS:

Recommend Approval of Halff Rural Infrastructure Fund (RIF) Grant Administration Contract for \$53,000.

FISCAL IMPACTS:

\$3,000 in FY 2024 budget

\$50,000 in FY 2025 tentative budget

ATTACHMENTS:

1. Halff-Umatilla RIF Grant Admin Contract - HALFF SIGNED -TO CITY 08.29.24
 2. 043859.053 Lake Ferns Road Industrial Park Construction Plans (03-27-23) SSD_2
-

**AGREEMENT FOR PROFESSIONAL GRANT ADMINISTRATION SERVICES
ON A DEFINED SCOPE OF SERVICES BASIS**

This Agreement for Professional Grant Administration Services ("Agreement") is entered into by the **City of Umatilla**, a municipality located in the State of **Florida** ("Client"), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Grant Administrator") for the provision of professional grant administration services by Grant Administrator to Client. Client and Grant Administrator may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, Client and Grant Administrator agree as follows:

I. TERM OF AGREEMENT. This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.

II. GRANT ADMINISTRATOR'S SERVICES. Grant Administrator shall provide to Client grant administration services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").

- a. **Independent Contractor Status.** Grant Administrator shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
- b. **Standard of Care.** Grant Administrator shall perform the services with the normal and customary standard practices of the grant administration profession ordinarily used by members of the professional under similar circumstances at the same time and in the same locality where the services are to be performed (the "Standard of Care").
- c. **Timeliness of Performance.** Grant Administrator shall perform the services hereunder with due and reasonable diligence consistent with the Standard of Care.
- d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Grant Administrator's personnel, or any personnel, professionals and/or consultants retained by Grant Administrator, Client shall notify Grant Administrator in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Grant Administrator shall promptly propose substitutes to Client. Upon Client's mutual agreement, Grant Administrator's compensation shall be equitably adjusted to reflect any difference in Grant Administrator's costs occasioned by such substitution.

III. COMPENSATION AND PAYMENT TERMS.

a. **FLORIDA LOCAL GOVERNMENT PROMPT PAYMENT ACT (§218.70, F.S.)**

The Client is a "local government entity" within the meaning of the Florida Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes (the "Act"). This law requires and the Client shall make timely payment for services as required by the Act. The Grant

Administrator acknowledges that it has had the opportunity to review the Act and that its provisions supersede any inconsistent provisions of contracts between the Client and the Grant Administrator.

- b. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- c. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Grant Administrator in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed as required by the Act.
- d. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Grant Administrator and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Grant Administrator with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Grant Administrator's services; (iii) provide access to property owned by Client and or any third party as may be necessary for the performance of Grant Administrator's services for Client; (iv) make prompt payments in response to Grant Administrator's statements; and (v) respond in a timely manner to requests from Grant Administrator. Grant Administrator is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

V. TERMINATION. Either Client or Grant Administrator may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Following Grant Administrator's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Grant Administrator's final invoice, pay Grant Administrator for all services rendered and all costs incurred up to the date of Grant Administrator's receipt of such notice of termination.

VI. PUBLIC RECORDS (§ 119.0701, F.S.)

In accordance with the provisions of Section 119.0701(2), Florida Statutes: **IF THE GRANT ADMINISTRATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANT ADMINISTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, JESSICA BURNHAM AT 1 SOUTH CENTRAL AVENUE, UMATILLA, FLORIDA, 352-669-3125, JBURNHAM@UMATILLAFL.ORG.**

The Grant Administrator must comply with public records laws, specifically to:

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

VII. PUBLIC ENTITY CRIMES BILL. The Client is a public entity and subject to Section 287.133, Florida Statutes, which provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contract, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VIII. E-VERIFY (§ 448.095, F.S.) Prior to the employment of any person performing services to the Client, Grant Administrator shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all employees within the State of Florida that are hired by Grant Administrator after the execution of this Agreement who are providing labor to the Client; and (b) all employees within the State of Florida of any of the Grant Administrator's sub-contractors that are hired by those sub-contractors after the execution of this agreement who are providing labor to the Client.

IX. GOVERNMENT AND CORPORATE ACTIVISM (CHAPTER 2023-28) The Grant Administrator hereby acknowledges that a local government may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible

vendor, nor give preference to a vendor based on the vendor's social, political, or ideological interests. If the Grant Administrator offers one or more investment products or services to the Client and has discretionary investment authority for direct holdings, the Grant Administrator acknowledges that any written communication it makes to a company in which such manager invests public funds on behalf of the Client must contain the following disclaimer in a conspicuous location if such communication discusses social, political, or ideological interests; subordinates the interests of the company's shareholders to the interest of another entity; or advocates for the interest of an entity other than the company's shareholders: "The views and opinions expressed in this communication are those of the sender and do not reflect the views and opinions of the people of the State of Florida." The contract with the Client may be unilaterally terminated at the option of the Client if the Grant Administrator does not include this disclaimer.

X. ELECTRONIC FILES. Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Grant Administrator. In the event of a conflict between the signed original documents prepared by Grant Administrator and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

XI. COOPERATION WITH INSPECTOR GENERAL (§20.055, F.S.) The Grant Administrator agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

XII. NOTICES. Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this section by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

To Grant Administrator:
Halff Associates, Inc.
Attn: Legal Department
1201 North Bowser Road
Richardson, TX 75081-2275
Telephone: 214-346-6200
With copies to: legalhelp@halff.com

To Client:
City of Umatilla
Attn: Scott Blakenship and Aaron Mercer
Umatilla City Hall
1 South Central Avenue / PO Box 2286
Umatilla, FL 32784
Telephone: 352-669-3125
Email: sblankenship@umatillafl.org

XIII. INSURANCE. Grant Administrator shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$2,000,000 per claim and in the aggregate. Grant Administrator shall, at its own expense, purchase, maintain and keep in force commercial general liability insurance with such coverages and endorsements, policy limits, and deductibles as are reasonably acceptable to Client. Grant Administrator shall submit to Client a certificate of insurance prior to commencing performance of the services for Client.

XIV. DISPUTE RESOLUTION.

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or

common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.

- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX. b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX. b. above, the Parties shall endeavor to settle the Dispute by mediation. Costs associated with mediation shall be shared equally by Client and Grant Administrator. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX. c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX. b. or mediation pursuant to Section IX. c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX. e. below. The prevailing Party shall be entitled to recover from the other Party all fees, costs, and expenses related to such litigation, including, without limitation, reasonable attorneys' and expert witness' fees and all fees, costs and expenses of any appeals.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Florida (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in Lake County, Florida.

XV. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XII below are and shall remain the Parties' sole and exclusive remedy with respect to any Dispute. The Parties agree that Grant Administrator is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XVI. AGREED REMEDIES

- a. **No Individual Liability.**
FOR SERVICES PERFORMED IN THE STATE OF FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.
- b. **Time Limit To Make A Claim.** Client may not assert any claim against Grant Administrator after the statute of limitation provided by law.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **NO SOVEREIGN IMMUNITY WAIVER (§ 768.28, F.S.); APPLICABLE LAW**
Nothing contained in this agreement between the Client and the Grant Administrator, or in any instruments executed pursuant to the terms of this agreement, shall be construed or interpreted as a waiver by the Client of any right, privilege or immunity, whether in contract or tort, that the Client may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist.

XVII. Reserved.

XVIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Grant Administrator without the prior written consent of the other Party.

XIX. WAIVER. Any failure by a Party to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and such Party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XX. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XXI. INTEGRATION. This Standard Form of Agreement and the Scope of Services, including fee and schedule, are fully incorporated herein and represent the entire understanding of Client and Grant Administrator with respect to the subject matter hereof. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by an authorized representative of each Party.

XXII. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature

whatsoever.

XXIII. SIGNATORIES. Client and Grant Administrator mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Grant Administrator, respectively, has full authority to execute this Agreement and bind the entity so represented.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 29 day of August 2024.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF UMATILLA, Florida

By:

Signature

Elizabeth Range-Pendell

Printed Name

Funding Resources Program
Manager

Title

Date

8/29/24

By:

Signature

Scott Blakenship

Printed Name

City Manager
Title

Date

EXHIBIT A SCOPE OF SERVICES

In accordance with Section II of the Agreement for Professional Grant administration Services by and between **CITY OF UMATILLA, Florida** ("Client") and **Halff Associates, Inc.** ("Grant Administrator") dated _____ (the "Agreement"), Grant Administrator shall provide the Services set forth below to Client in accordance with this Scope of Services and the Agreement. To the extent this Scope of Services conflicts with the Agreement, the Agreement shall control.

Project Name:

CDBG Rural Infrastructure Fund
City of Umatilla Industrial Park Water & Sewer
Capacity Project Via FloridaCommerce

Description of Services:

This Scope of Work retains Grant Administrator for grant administration during the RIF grant's period of performance (max twenty-four months) with a set amount available for use until expended. Grant Administrator is available to continue assistance as a trusted advisor and Grant Administrator for tasks that exceed this Scope of Work.

Task 1: Information Management and Coordination

- a) Grant Administrator will coordinate grant task direction, undertake telephone and written communication, and provide status reports, data management, and other general information management activities.
- b) Communication and meetings to include the following:
 - i. Grant Administrator will organize and attend one (1) virtual or in-person grant administration kickoff meeting with Client staff. The meeting is intended to discuss key items such as an overview of grant reporting requirements, designation of key Client personnel for coordination with Grant Administrator, and any specific directives from the Client.
 - ii. Grant Administrator will attend monthly virtual progress meetings over the course of the grant period of performance to discuss any specific tasks as required by the Client and/or FloridaCommerce, including the Client's contractual obligations; progress, financial, and performance reporting; tracking of compliance with environmental, procurement, bidding, construction, and labor standards requirements; completion of close out documents, etc.

Task 2: Administration and Reporting

- a) Grant Administrator will establish a filing system for grant project documents and keep the files current.
- b) Grant Administrator will assist the Client with any Civil Rights and/or Fair Housing documentation as required by the Client's RIF funding agreement with FloridaCommerce.
- c) Grant Administrator will coordinate with the Client staff and the Client's procured professional services providers and construction contractors to gather data to prepare progress, financial, and performance reports and submit them as required by the Client's RIF

funding agreement with FloridaCommerce.

Task 3: Financial Management

- a) Grant Administrator will establish and keep current ledgers to track all grant project expenses, grant reimbursements, and any Client cost-sharing contributions.
- b) Grant Administrator will review all invoices, prepare and submit reimbursement requests for grant funds in the manner required by FloridaCommerce, and track payment of invoices and all reimbursements.

Task 4: Procurement and Contracting

- a) Grant Administrator will assist the Client and the Client's procured engineering firm with tasks to procure construction contractors with the goal that the procurements are compliant with federal rules and RIF program requirements.
- b) Grant Administrator will provide the Client and its procured engineering firm with all necessary terms and conditions, clauses, federal wage rates, etc. to be included in all contracts and subcontracts as required by the Client's RIF funding agreement with FloridaCommerce.

Task 5: Labor Standards Compliance

- a) Grant Administrator will complete the steps necessary to comply with the following as required by the Client's RIF funding agreement with FloridaCommerce:
 - i. Davis Bacon and Related Acts (DBRA)
 - ii. Fair Labor Standards Act (FLSA)
 - iii. Contract Work Hours and Safety Standards Act (CWHSSA)
 - iv. Copeland Anti-Kickback Act (Copeland Act)
- b) Grant Administrator will determine the appropriate federal prevailing General Wage Decision for each construction contract and provide it to all relevant parties so that it will be included in all invitations for bid and all awarded construction contract documents.
- c) Grant Administrator will coordinate with all prime construction contractors and their subcontractors to submit, review, and process weekly certified payroll reports to comply with the aforementioned Acts.
- d) Grant Administrator will conduct periodic visits to the worksite(s) to interview covered workers and conduct onsite work assessments to determine compliance with the aforementioned Acts.

Task 6: Project Monitoring and Close Out

- a) Grant Administrator will prepare and submit all documents required by the Client's RIF funding agreement with FloridaCommerce in the event of any periodic or final monitoring reviews by these agencies.
- b) Grant Administrator will prepare and submit all close out reports and documentation as required by the Client's RIF funding agreement with FloridaCommerce.

Compensation/Fees/Costs/Reimbursement:

The fees for Tasks 1-6 established above shall be invoiced monthly based on the percentage of work completed. Costs incurred will be carefully monitored during the progress of this Project, and the fee will not be exceeded without prior approval from the Client.

Task 1: Information Management and Coordination	\$5,300.00
Task 2: Administration and Reporting	\$5,300.00
Task 3: Financial Management	\$7,950.00
Task 4: Procurement and Contracting	\$10,600.00
Task 5: Labor Standards Compliance	\$21,200.00
Task 6: Project Monitoring and Close Out	\$2,650.00

FEE SUMMARY TOTAL

\$53,000.00

Reimbursable Expenses:

Travel shall be reimbursed as a part of this contract. These reimbursable expenses will be billed at cost and should not exceed **\$2,000.00 (two thousand dollars and no cents)** in total expenses without written authorization from the Client.

Items Excluded From This Scope of Services:

1. Public Engagement
2. Environmental Review and Clearance
3. Documentation of Force Account Labor
4. Property Acquisition and Compliance with the Uniform Relocation Assistance and Real Property Acquisition Act (URA)

Any additional services required beyond those specifically identified in this proposal are beyond the scope of services to be provided under this agreement. A scope and commensurate fee for any required additional services would be negotiated and provided under a separate supplemental agreement to this contract.

Service Contacts:

HALFF ASSOCIATES, INC.

Contact Name: Robin Alexander, Grants Administration Manager

Primary Office Address for Contact: 13620 Briarwick Drive, Suite 100, Austin, TX

78729 Telephone: 512-297-4090

Email: ralexander@halff.com

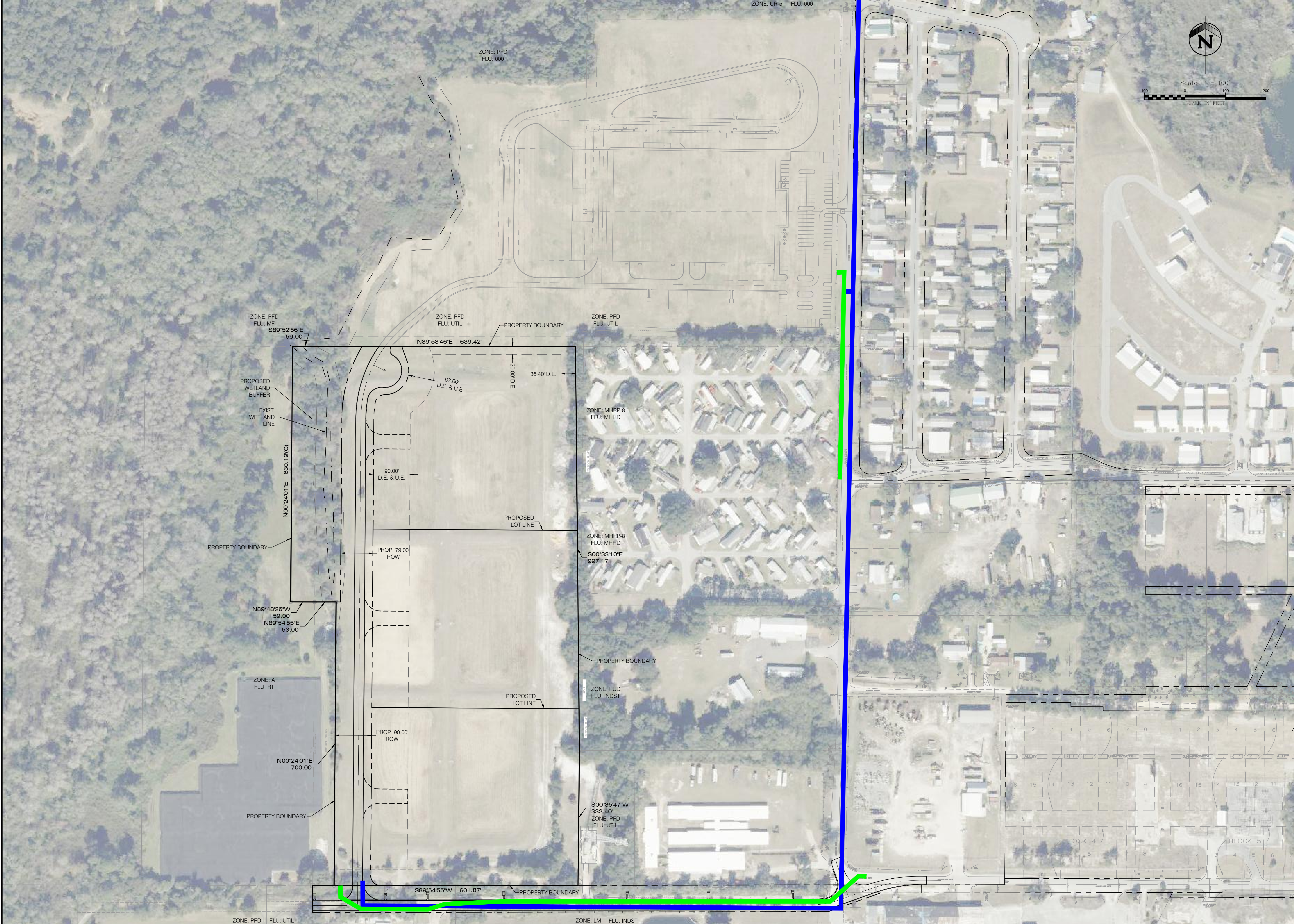
CITY OF UMATILLA

Contact Name: Aaron Mercer, Development and Public Works Director

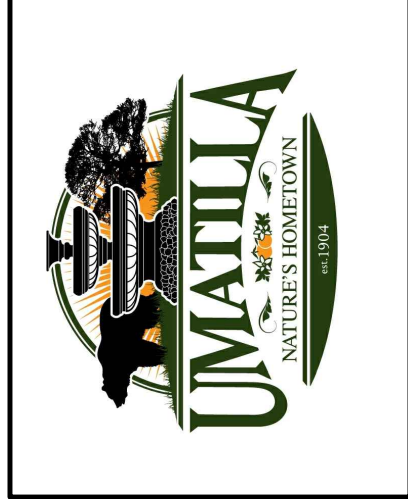
Primary Office Address for Contact: 1 South Central Ave (PO Box 2286), Umatilla,

FL 32784 Telephone: 352-669-3125

Email: amercer@umatillafl.org



UMATILLA, FLORIDA
LAKE FERNS ROAD INDUSTRIAL
PARK CONSTRUCTION PLANS
AERIAL



half
902 NORTH SINGLAI AVE
TAVARES, FLORIDA 32778
TEL: (888) 545-6461

CERTIFICATE OF AUTHORIZATION NUMBER: 33380

DATE:	MARCH 2023
DESIGNED BY:	DKB
DRAWN BY:	TNJ
CHECKED BY:	DKB
JOB NO.:	043859.053
FILE NAME:	BASE
Sheet C-200	

DUANE K. BOOTH, PE
Registered Eng 44631



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: August 23, 2024

MEETING DATE: September 3, 2024

SUBJECT: AVCON Task Order No. 5 Construction Rehab of the Airport Beacon

BACKGROUND SUMMARY:

The City previously accepted a design grant for replacement of the rotating beacon at the airport. The plans and specification for the beacon replacement were included in a recent advertisement for the apron rehabilitation project, but the project was not funded by the FAA due to a shortfall in discretionary funding. Because the existing beacon has been inoperable for an extended period of time, FDOT has offered to fund the beacon replacement as a standalone project. This Task Order includes repackaging the plans and specifications, assistance for bidding the project, and construction administration during the construction project.

RECOMMENDATIONS:

Approval of AVCON Task Order No. 5 for Rotating Beacon Replacement – Bidding and Construction Phase Services at Umatilla Municipal Airport.

FISCAL IMPACTS:

Funding for this Task Order is included in FDOT Public Transportation Grant Agreement (PTGA) 453566-2-94-01 (100%).

ATTACHMENTS:

1. X23 Beacon BidCA Proposal
-



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

Re: Umatilla Municipal Airport
Task Order No. 5
Rotating Beacon Replacement – Bidding and Construction Phase Services

1. AUTHORIZATION REQUEST:

In conformance to your instructions, and in accordance with the Agreement dated August 1, 2023 between the City of Umatilla (SPONSOR) and AVCON, Inc. (CONSULTANT) for providing periodic professional services, enclosed please find our request for authorization to furnish services in connection with the Rotating Beacon Replacement at Umatilla Municipal Airport (the “Project”).

2. DESCRIPTION OF SERVICES:

The CONSULTANT shall provide bidding and construction phase services for the Rotating Beacon Replacement Project as further described in Attachment A.

3. SPONSORS RESPONSIBILITIES:

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

4. PERIOD OF SERVICES:

Services are anticipated to be complete by June 30, 2025.

5. PAYMENTS:

Payments shall be made in accordance with Section 2.2A of the Agreement. The total fee amount is \$30,000.00 as further defined in Attachment B.

6. GENERAL CONSIDERATIONS:

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

7. SPECIAL PROVISIONS:

The following Special Provisions for the Project shall serve to amend affected portions of the Agreement where applicable, the unaltered portions thereof to remain in force:

Prior to the employment of any person performing services under this Agreement, CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all employees within the State of Florida that are hired by CONSULTANT after the execution of this Agreement who are providing labor under the Agreement during the term of the Agreement; and (b) all employees within the State of Florida of any of the CONSULTANT's sub-contractors that are hired by those sub-contractors after the execution of this Agreement who are providing labor under the Agreement during the term of the Agreement..

Your signature, in the space provided below, will signify approval of the terms and conditions of this request which, together with the basic Agreement and Attachments identified below will constitute Task Order No. 5.

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

Very truly yours,

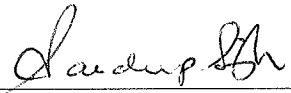
SPONSOR

CONSULTANT

City of Umatilla

AVCON, Inc.

By: _____

By: 

Title: _____

Title: President

Date: _____

Date: 8/23/24

ATTACHMENTS:

Attachment A – Scope of Services
Attachment B – Hour and Fee Estimate
Attachment C – Project Sketch



ATTACHMENT A
SCOPE OF SERVICES
Umatilla Municipal Airport
Rotating Beacon Replacement
Bidding and Construction Phase Services

PROJECT DESCRIPTION:

The CONSULTANT shall provide bidding and construction phase services for the Rotating Beacon Replacement Project at Umatilla Municipal Airport. The project limits are depicted on Attachment C. Generally, the project includes replacement of the beacon and tower, and new power and control service.

CONSTRUCTION PHASE SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FDOT during the Project's construction. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Bidding Phase

The bidding services consist of preparing the bid documents (previously designed as part of a larger project) and assisting the SPONSOR with public advertisement. In addition, The CONSULTANT will aid the SPONSOR by acting as its liaison with the FDOT during the bidding process.

Bidding

Bidding includes:

- Prepare bid documents for distribution.
- Assist with advertisement.
- Attend and prepare meeting minutes for pre-bid conference.
- Respond to bidder questions, issue addenda.
- Attend bid opening.
- Prepare bid tabulation and recommendation of award.

Construction Phase

Construction Administration

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

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR and submit to FAA and FDOT.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct bi-weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
- Review and approve monthly and final payments to the Contractor.
- Conduct periodic site visits at milestone events during the construction to ensure the project is being installed and constructed in accordance with the Contract Documents. **Full time inspection services are not proposed or included in this scope of services.**
 - Assume 4 site visits.
 - Underground electrical installations and preparation of the beacon pole foundation ahead of the concrete pour.
 - Oversight of the concrete pour for the Beacon foundation.
 - Install/setting of the Beacon Pole
 - Final electrical installation and oversight of the energizing and testing of the beacon power and communications circuitry.
- Conduct final inspection of the completed Project with the SPONSOR, FAA, FDOT, and the Contractor.
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon

- Contractor provided information and Contractor provided as-built survey.
- Issue certificates of construction completion to the SPONSOR and FDOT.
 - Perform an orderly closeout of the Project as required by the SPONSOR and FDOT.

END OF ATTACHMENT A

EXHIBIT B - HOUR AND FEE PROPOSAL
ROTATING BEACON REPLACEMENT - BIDDING AND CONSTRUCTION PHASE SERVICES
UMATILLA MUNICIPAL AIRPORT

08/23/2024

TASK	DESCRIPTION	Principal		Sr. Project Manager		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 300	Rate/Hour:	\$ 200	Rate/Hour:	\$ 135	Rate/Hour:	\$ 125	Rate/Hour:	\$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	BIDDING													
1.1	Grant Administration and Project Coordination	2	\$ 600	4	\$ 800		\$ -		\$ -		\$ -	6	\$ 1,400	\$ -
1.2	Prepare bid documents for distribution		\$ -	8	\$ 1,600	24	\$ 3,240	24	\$ 3,000	4	\$ 320	60	\$ 8,160	\$ -
1.3	Assist with advertisement		\$ -	4	\$ 800		\$ -		\$ -	4	\$ 320	8	\$ 1,120	\$ -
1.4	Attend and prepare meeting minutes for pre-bid conference		\$ -	4	\$ 800	4	\$ 540		\$ -	2	\$ 160	10	\$ 1,500	\$ -
1.5	Respond to bidder questions, issue addenda		\$ -	4	\$ 800	8	\$ 1,080		\$ -		\$ -	12	\$ 1,880	
1.6	Attend bid opening		\$ -	4	\$ 800		\$ -		\$ -		\$ -	4	\$ 800	\$ -
1.7	Prepare bid tabulation and recommendation of award		\$ -	4	\$ 800		\$ -		\$ -		\$ -	4	\$ 800	\$ -
	Subtotal	2	\$ 600	32	\$ 6,400	36	\$ 4,860	24	\$ 3,000	10	\$ 800	104	\$ 15,660	\$ -
2	CONSTRUCTION ADMINISTRATION													
2.1	Grant Administration and Project Coordination	2	\$ 600	4	\$ 800		\$ -		\$ -		\$ -	6	\$ 1,400	\$ -
2.2	Pre-Construction meeting		\$ -	4	\$ 800	4	\$ 540		\$ -		\$ -	8	\$ 1,340	\$ -
2.3	Bi-weekly Construction meetings		\$ -	8	\$ 1,600		\$ -		\$ -		\$ -	8	\$ 1,600	\$ -
2.4	Periodic Site Inspections (Assume 4 visits)		\$ -	8	\$ 1,600		\$ -		\$ -		\$ -	8	\$ 1,600	\$ -
2.5	Submittal review and approval, RFI resolution		\$ -	2	\$ 400	4	\$ 540	4	\$ 500		\$ -	10	\$ 1,440	\$ 1,000
2.6	Pay application review and approval		\$ -		\$ -	4	\$ 540		\$ -		\$ -	4	\$ 540	\$ -
2.7	Final punchwalk, final punchlist, and final inspection		\$ -	4	\$ 800	8	\$ 1,080		\$ -		\$ -	12	\$ 1,880	\$ 500
2.8	Project closeout		\$ -	4	\$ 800	8	\$ 1,080		\$ -		\$ -	12	\$ 1,880	\$ -
	Subtotal	2	\$ 600	34	\$ 6,800	28	\$ 3,780	4	\$ 500	0	\$ -	68	\$ 11,680	\$ 1,500
4	QUALITY ASSURANCE MATERIAL TESTING													
4.1	Quality Assurance Material Testing		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 1,160
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,160
	Total	4	\$ 1,200	66	\$ 13,200	64	\$ 8,640	28	\$ 3,500	10	\$ 800	172	\$ 27,340	\$ 2,660

Total Project Fee \$ 30,000



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: August 29, 2024

MEETING DATE: September 3, 2024

SUBJECT: ITB 24-PW-004 Central avenue Lift Station and Force Main Ranking and Award

BACKGROUND SUMMARY:

The City advertised ITB 24-PW-004 Central Avenue Lift Station and Force Main and held a bid opening on Thursday, August 22, 2024, at 2PM. This construction project generally consists of a new lift station wet well, pumps, panels, SCADA system and an emergency generator along with the installation of approximately 5,000 L.F. of 10-inch force main.

The City received 7 sealed bids, with six being complete and one being incomplete (non-responsive) as noted on the attached bid results form.

Rob Ern, P.E., Halff Engineering, reviewed the submitted bid packages and determined DB Civil Construction, LLC to be the lowest responsive bidder. In addition, Halff conducted a reference check and found no issues with their listed previous municipal utility work.

The Lift Station portion of this bid is funded in part by a \$874,130 grant from St. John's River Water Management District. The balance of the project is funded through utility user rate fees.

RECOMMENDATIONS:

Staff recommends awarding this project to DB Civil Construction, LLC for \$2,299,988

FISCAL IMPACTS:

\$2,299,988 funded by SJRWMD grant and utility user fees

ATTACHMENTS:

1. Letter of Recommendation Central Ave. LS FM 8.29.24
 2. Location Map
 3. DB Civil Bid Form
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VIA EMAIL

August 29, 2024

Aaron Mercer
Development and Public Services Director
City of Umatilla
1 South Central Avenue
Umatilla, Florida 32784

**RE: CITY OF UMATILLA, CENTRAL AVENUE LIFT STATION & FORCE MAIN PROJECT
ITP-24-PW004 - LETTER OF RECOMMENDATION (HALFF #043859.050)**

Dear Aaron:

We are in receipt of the bids for the above referenced project, which were opened at 2:00 p.m. on Thursday, August 22, 2024. The results of the bid opening, are as follows:

	Bidder	Bid Amount
1	DB Civil Construction, LLC	\$2,299,988.00
2	Peak Power Services, Inc	\$2,689,530.00
3	Carr & Collier, Inc	\$2,697,000.00
4	MidSouth, Inc	\$2,929,248.40
5	Cathcart Construction Co, LLC	\$3,345,785.00
6	Providence Construction & Development Co.	\$3,987,013.87
7	ClearWater Solutions, LLC	Non-Responsive

We have reviewed the bid packages for completeness and accuracy. Based upon our review, the apparent low bidder, ClearWater Solutions, LLC, neglected to provide the reference information required in Section 3.4 of the Instructions to bidders. Therefore, we were not able to contact references to verify their experience and cannot provide a recommendation at this time.

Given the above, we have proceeded with review of the #2 bidder, DB Civil Construction, LLC, as a backup. Based upon our review of their bid package, it appears to be complete. We have checked their references, and have also worked with DB Civil Construction, LLC, locally in Lake County. Given our review of their bid package and references, we are able to provide a recommendation of DB Civil Construction, LLC as an alternate to the apparent low bidder.



Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,
Halff

A handwritten signature in blue ink, appearing to read "R. Ern".

Robert A. Ern, P.E., DBIA
Water/ Wastewater Deputy Practice Leader

RAE/eb



SECTION 00300
BID FORM

ORIGINAL

DATE SUBMITTED: 8/22/24

PROJECT IDENTIFICATION: **CITY OF UMATILLA
CENTRAL AVENUE LIFT STATION & FORCE MAIN PROJECT**

NAME OF BIDDER: DB Civil Construction LLC

BUSINESS ADDRESS: 4475 US 1 South, Suite 707
St. Augustine, FL 32086

Telephone Number: 386-256-7460

CONTRACTOR'S FLORIDA LICENSE NO.: CUC1224644

THIS BID IS SUBMITTED TO: **Jessica Burnham
City Clerk
City of Umatilla
1 S. Central Avenue
Umatilla, Florida 32784**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
 - (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

No. <u>1</u>	Dated <u>8/5/24</u>	No. _____	Dated _____
No. <u>2</u>	Dated <u>8/18/24</u>	No. _____	Dated _____
No. <u>3</u>	Dated <u>8/19/24</u>	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

NAME OF BIDDER: DB Civil Construction, LLC

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) Bidder has given City Clerk written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

City of Umatilla Central Avenue Lift Station and Force Main Project Schedule of Unit Prices

Item No	Description	Quantity	Unit	Unit Price	Amount
	GENERAL:				
1	Mobilization	1	LS	\$150,000.00	\$150,000.00
2	NPDES Permit & Monitoring	1	LS	\$500.00	\$500.00
3	Sediment and Erosion Control	1,000	LF	\$5.00	\$5,000.00
4	Utility Layout and As-Builts Survey	1	LS	\$14,998.00	\$14,998.00
5	Clearing and Grubbing	1	LS	\$58,000.00	\$58,000.00
6	Site Restoration/Sodding/Watering	3,000	SY	\$12.00	\$36,000.00
7	Dewatering	1	LS	\$10,000.00	\$10,000.00
8	Temporary By-Pass Pumping	1	LS	\$25,000.00	\$25,000.00
9	Pressure Testing	1	LS	\$10,000.00	\$10,000.00
10	100% Payment & Performance Bond	1	LS	\$20,000.00	\$20,000.00
	LIFT STATION:				
11	Concrete Wetwell Complete	1	LS	\$210,000.00	\$210,000.00
12	Concrete Valve Vault and Flow Meter Vault	1	LS	\$120,000.00	\$120,000.00
13	Concrete Flow Meter Vault Complete	1	LS	\$11,000.00	\$11,000.00
14	Lift Station Pumps	1	LS	\$52,000.00	\$52,000.00
15	Lift Station Mechanical/Piping	1	LS	\$115,000.00	\$115,000.00
16	Lift Station Electrical/Controls	1	LS	\$250,000.00	\$250,000.00
17	Generator and ATS	1	LS	\$110,000.00	\$110,000.00
18	Electrical Service	1	LS	\$95,000.00	\$95,000.00
19	Fencing	164	LF	\$125.00	\$20,500.00
20	Lift Station Concrete Driveway	145	SY	\$120.00	\$17,400.00
21	Lift Station Site Work	1	LS	\$45,000.00	\$45,000.00
22	Lift Station Start UP	1	LS	\$11,000.00	\$11,000.00
23	Demo Existing Force Main	2,440	LF	\$7.00	\$17,080.00
24	Demo Existing Lift Station Improvements/Convert Wet Well to MH	1	LS	\$48,000.00	\$48,000.00
	PIPING:				
25	10" C900 DR-18 PVC Force Main	960	LF	\$100.00	\$96,000.00
26	12" SDR-11 PE-3408 Force Main	68	LF	\$140.00	\$9,520.00
27	12" Horizontal Direction Drill	4,000	LF	\$140.00	\$560,000.00
28	10" Plug Valve & Box	4	EA (LF)	\$7,000.00	\$28,000.00
29	Air Release Valve and Vault	6	EA (LF)	\$9,500.00	\$57,000.00
30	Ductile Iron Pipe Fittings	1	LS	\$90,000.00	\$90,000.00
31	Connect to Existing Force Main	1	EA	\$8,000.00	\$8,000.00
BID TOTAL					\$2,299,998.00

ORIGINAL

NAME OF BIDDER: DB Civil Construction, LLC

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder understands that the quantities may be increased or diminished as provided in the General Conditions without in any way invalidating any of lump sum bid. It is understood by the Bidder that no additional compensation shall be allowed for extra work, unless requested by the Owner, and the quantities submitted by the Contractor in the schedule of unit prices are for the purposes of bid comparison and establishing the lump sum cost of the project. Should said quantities increase or decrease from those established by the schedule of unit prices, as a result of changes to the contract, Contractor agrees to accept as compensation for said item the unit prices listed on the schedule of unit prices.

5. The following documents are attached to and made a condition of this Bid:

- (a) Bid Security (surety bond or cashier's check).
- (b) Power of Attorney (for surety bond only).
- (c) Questionnaire (Bidding Documents, Section 00301).
- (d) Subcontractor Listing (Bidding Documents, Section 00301-A).
- (e) Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420).
- (f) Noncollusion Affidavit (Bidding Documents, Section 00480).
- (g) Trench Safety Affidavit (Bidding Documents, Section 00490).
- (h) A separate sheet or sheets, clearly identified and numbered, of exceptions or deviations from the Specifications.
- (i) Bidder Certification (Bidding Documents, Section 00020)
- (j) Drug Free Work Place Certificate (Bidding Documents, Section 00020)
- (k) Certificate of Insurability

6. The terms used in this Bid, which are defined in Article 1 of the General Conditions shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

NAME OF BIDDER: DB Civil Construction, LLC

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

SOLE PROPRIETORSHIP

N/A (Individual's Signature) (SEAL)

____ (Individual's Name) (SEAL)

Doing Business as: _____

Business Address: _____

Telephone No.: _____

Florida License No.: _____

NAME OF BIDDER: DB Civil Construction, LLC

A PARTNERSHIP

 b / A (Partnership Name) (SEAL)

(General Partner's Signature)

(General Partner's Name)

Doing Business as: _____

Business Address: _____

Telephone No.: _____

Florida License No.: _____

NAME OF BIDDER: DB Civil Construction, LLC

A CORPORATION

DB Civil Construction, LLC (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

BY Connie Baylor
(Name of Person Authorized to Sign)

Manager
(Title)

Conn Baylor
(Authorized Signature)

(CORPORATE SEAL)

ATTEST [Signature]
(Secretary)

Doing Business as: DB Civil Construction, LLC

Business Address: DB Civil Construction, LLC

4475 US-1 South, Suite 707, St Augustine, FL 32086

Telephone No.: 386-256-7460

Corporation President _____

Florida License No.: C4C1224644 or L17000064257

NAME OF BIDDER: DB Civil Construction, LLC

A JOINT VENTURE

By UPA (Name) (SEAL)

By _____ (Address)

By _____ (Name) (SEAL)

By _____ (Address)

Doing Business as: _____

Business Address: _____

Telephone No.: _____

Florida License No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

7. List the following in connection with the Surety which is providing the Bid Bond. Surety's Name:
Surety's Address:

Surety's Name: Western Surety Company

Surety's Address: 151 N Franklin St
17th Floor

Chicago, IL 60604

Name and address of Surety's resident agent for service of process in Florida:

McCawley Bond Agency

5710 LBJ Fwy, Suite 235, Dallas, TX 75240

END OF SECTION

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
August 13, 2024 through August 19, 2024

ARRESTS

8/19/2024	8:48 p.m.	Chiorano, Thomas Ocklawaha	Driving with license suspended habitual.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

8/14/2024	11:32 p.m.	Aguilar-Miranda, Domingo Apopka	No drivers license never had one.
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REPORTS FILED

8/13/2024	5:29 p.m.	Officers responded to a residence reference a disturbance in the area of Cayman Circle. Dispute was verbal in nature with one party leaving.
8/13/2024	10:32 p.m.	Officers responded to a call in the area of Lake Smith Road reference a person needing medical attention. They were turned over to EMS.
8/15/2024	3:22 a.m.	Officers were flagged down in area of North Central Avenue reference a person needing medical attention. Person was turned over to EMS.
8/15/2024	5:10 p.m.	Officers received a call for service in the area of North Kentucky Avenue. This was reference a missing juvenile. Missing juvenile was located very quickly by Umatilla Police Department and returned to her parent.
8/16/2024	1:15 p.m.	Officers responded to a theft call at the Circle K located at 42404 State Road 19. A report was taken.
8/17/2024	4:57 p.m.	Officers responded to the area of North Central Avenue and Lone Star Street reference a dispute. Disturbance was verbal only.

ARRESTS	2
DISPATCHED CALLS	150
TRAFFIC STOPS	59
TRAFFIC CITATIONS ISSUED	2

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
August 20, 2024 through August 26, 2024

ARRESTS

8/22/2024	11:58 p.m.	Anderson, James Eustis	A traffic stop was initiated in the area of State Road 19 and Fletcher Road due to a tag light being out. Subject had an active warrant out of Lake County. Mr. Anderson was arrested and taken to the Lake County Jail. Additionally, he was charged with possession of meth and possession of paraphernalia.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

08/20/2024	5:38 p.m.	Sparks, Mark Jr. Umatilla	Driving while license suspended.
08/24/2024	9:18 p.m.	Jimenez, Diana Altoona	No drivers license never had one.

REPORTS FILED

8/20/2024	7:22 p.m.	Officers responded to Save-A-Lot store reference an irate customer. Person was trespassed from the store.
8/21/2024	3:27 p.m.	Officers responded to the Umatilla Middle School reference a missing juvenile. Juvenile was quickly found.
8/22/2024	12:20 a.m.	Officers responded to a report of suspicious incident in the area of Bull Frog Lane and Fawn Grace Road. Everything was fine, it was a cleaning service for the new construction.
8/22/2024	1:43 p.m.	Officers responded to the Umatilla Elementary School to assist the Department of Children and Families.
8/24/2024	1:27 a.m.	Officers responded to a noise complaint at a residence in the area of Orange Avenue. Contact was made and the music was turned off.
8/24/2024	10:04 a.m.	Officers assisted the Lake County Sheriffs office with a missing juvenile. Juvenile was located in the area of Cassidy St. and State Rd. 19 and turned over to LCSO.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
August 20, 2024 through August 26, 2024

ARRESTS

8/25/24	2:46 a.m.	Officers responded to the area of South Central Avenue reference a person in medical distress. Person was turned over to EMS.
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ARRESTS	3
DISPATCHED CALLS	150
TRAFFIC STOPS	58
TRAFFIC CITATIONS ISSUED	6