



UMATILLA CITY COUNCIL MEETING

November 5, 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 October 1, 2024, Regular City Council Meeting 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. 2024-25, FDOT application for Road Closure of SR19 for Cracker Christmas Parade

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

3. First Reading of Ordinance No. 2024-H, Second Amendment to ISBA with Lake County
4. Resolution No. 2024-24 Right of Way Vacation Buford Ave

NEW BUSINESS

5. Utility Easement Noplis
6. Jobs Growth Grant Administrative Contract with Halff Engineering and the City of Umatilla
7. ITB-24-PW-003 State Road 19 Water Line Project Ranking and Award
8. Contract Approval to DB Civil Construction, LLC - Central Avenue Lift Station and Force Main

DISCUSSION

9. Fees associated with Annexations

10. City Funding Program for Septic to Sewer

REPORTS

11. 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

October 1, 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, Vice Mayor Creech led the Pledge of Allegiance and Invocation and called the Regular City Council Meeting to order at 6:00 P.M. in the Umatilla City Council Chambers.

ROLL CALL

MEMBERS PRESENT

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

Not Present

ALSO PRESENT

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

AGENDA REVIEW

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

MINUTES REVIEW

1. Approval of Meeting Minutes
- September 12, 2024, Special City Council Minutes

- September 17, 2024, Committee Redevelopment Agency (CRA) Minutes
- September 17, 2024, Budget Hearing Minutes
- September 17, 2024, Regular City Council Minutes

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

PRESENTATIONS

PUBLIC COMMENT

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

CONSENT AGENDA

2. Ratify approval of Temporary Access and Construction Yard Permit with Duke Energy

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

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

3. Final Reading of Ordinance No. 2024-E2 RLW Holdings, LLC Rezoning

Attorney Stone read Ordinance 2024-E2 by title only.

Ordinance No. 2024-E2

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, REZONING 0.25 ± ACRES OF LAND ZONED LAKE COUNTY COMMERCIAL (C-2) TO GENERAL COMMERCIAL AND WAREHOUSE (C-2) FOR PROPERTY OWNED BY RLW HOLDINGS, LLC, GENERALLY LOCATED WEST OF SR 19 AND NORTH OF UMATILLA PLACE; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone swore in the witness providing testimony for this agenda item and stated that this is the final reading of this ordinance which was also heard at the September 17, 2024 City Council meeting and that the testimony provided at that 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-E2, RLW HOLDINGS, LLC REZONING; 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
Vice Mayor Adams	YES
Mayor Creech	YES

NEW BUSINESS

REPORTS

- 4. City Attorney Report
 - City Manager Performance Evaluation

City Attorney Stone stated that council submitted City Manager Blankenship's evaluations.

MOTION BY MAYOR CREECH TO PROVIDED CITY MANAGER BLANKENSHIP WITH A SEVEN PERCENT RAISE; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

- 5. Staff Reports

City Manager Blankenship spoke about the young eagles event happening on Saturday at the airport

City Attorney Stone had no report

Council Member Butler had nothing to report.

Council Member Crockett had nothing to report.

Mayor Creech thanked the city staff for the cleanup after the hurricane.

Vice Mayor Adams also thanked the city for cleaning up after the hurricane.

Council Member Nichols thanked the police department for the enhanced presents of the department.

Chief Bolton had nothing to report.

Ms. Frazier had nothing to report.

Mr. Mercer had nothing to report.

Mr. Nilson had nothing to report.

Ms. Stultz had nothing to report.

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 6:16 p.m.

Jessica Burnham, FCRM
City Clerk

Christopher R. Creech, MAYOR



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: October 28, 2024

MEETING DATE: November 5, 2024

SUBJECT: Resolution No. 2024-25, FDOT application for Road Closure of SR19 for Cracker Christmas Parade

BACKGROUND SUMMARY:

The 2024 Cracker Christmas Parade is set for December 14, 2024. Staff request City Council's authorization to submit for a FDOT permit to close SR19 from Ball Park Road to Bulldog Lane. This is the traditional route used by the parade for the past few years.

RECOMMENDATIONS:

Approval of Resolution No. 2024-25, FDOT Application for Road Closure of SR19 for Cracker Christmas Parade

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. RESO 2024-25 Cracker Christmas parade
 2. Special Event Permit Cracker Christmas 2024
 3. Cracker Christmas Parade Route 2024
 4. 2024 Cracker Christmas Vendor Map
 5. Parade Staging Map
-

RESOLUTION 2024-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, SUBMITTING A REQUEST TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE TWO NORTH BOUND LANES OF STATE ROAD 19 ON DECEMBER 14, 2024; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla encourages events that promote the community and bring people together in celebration; and

WHEREAS, the Umatilla Chamber of Commerce has requested closure of SR 19 from 7:30 a.m. to Noon on December 14, 2024, for the purpose of holding the 49th Annual Cracker Christmas 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 the City of Umatilla Mayor Chris Creech is hereby authorized and directed to execute the request for temporary closure of S.R. 19.

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 or 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.

EFFECTIVE DATE: This Resolution shall take effect immediately upon its adoption by the City Council of the City of Umatilla, Lake County, Florida, this 5th day of November, 2024.

Chris Creech
Mayor, City of Umatilla

ATTEST:

Approved as to form:
STONE & GERKEN, P.A.

Jessica Burnham, FCRM
City Clerk

Kevin Stone
City Attorney

[SEAL]



City of
Umatilla
Florida

Special Events Application

Application must be submitted a minimum of 45 days before event

Applicant Information

Event Sponsor Name:	Umatilla Chamber of Commerce		
Address:	23 S Central Ave		
	Umatilla,	FL	32784
	City	State	ZIP Code
Phone:	(352) 669-3511	Email Address:	umatilla@umatillachamber.org

Event Information

Name of Event:	Cracker Christmas Parade and Festival		
Date:	12-14-2024	Time:	Start: 9 ☒ AM ☐ PM End: 6 ☐ AM ☒ PM
Location:	Anticipated # of Attendees:		

Submittal Checklist (All items must be included)

☒ Certificate of Insurance with City as a named additional insured

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

Reserved for City Comments:

- ☐ Application Approved
☐ Application Denied

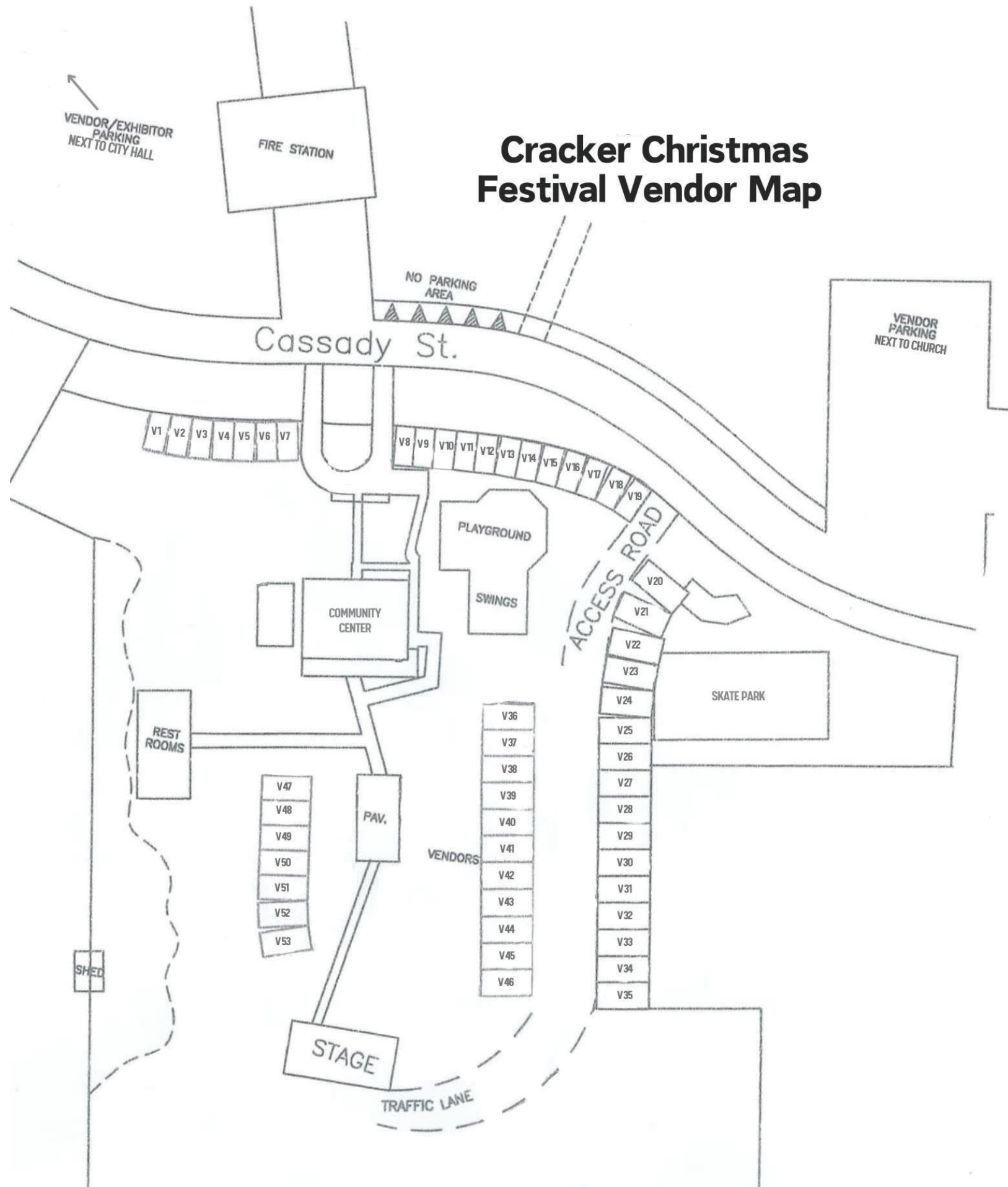
Signature – City Manager	Date
Signature – Police Chief	Date
Signature – Fire Chief	Date
Signature – Public Works Director	Date

Cracker Christmas Parade Route

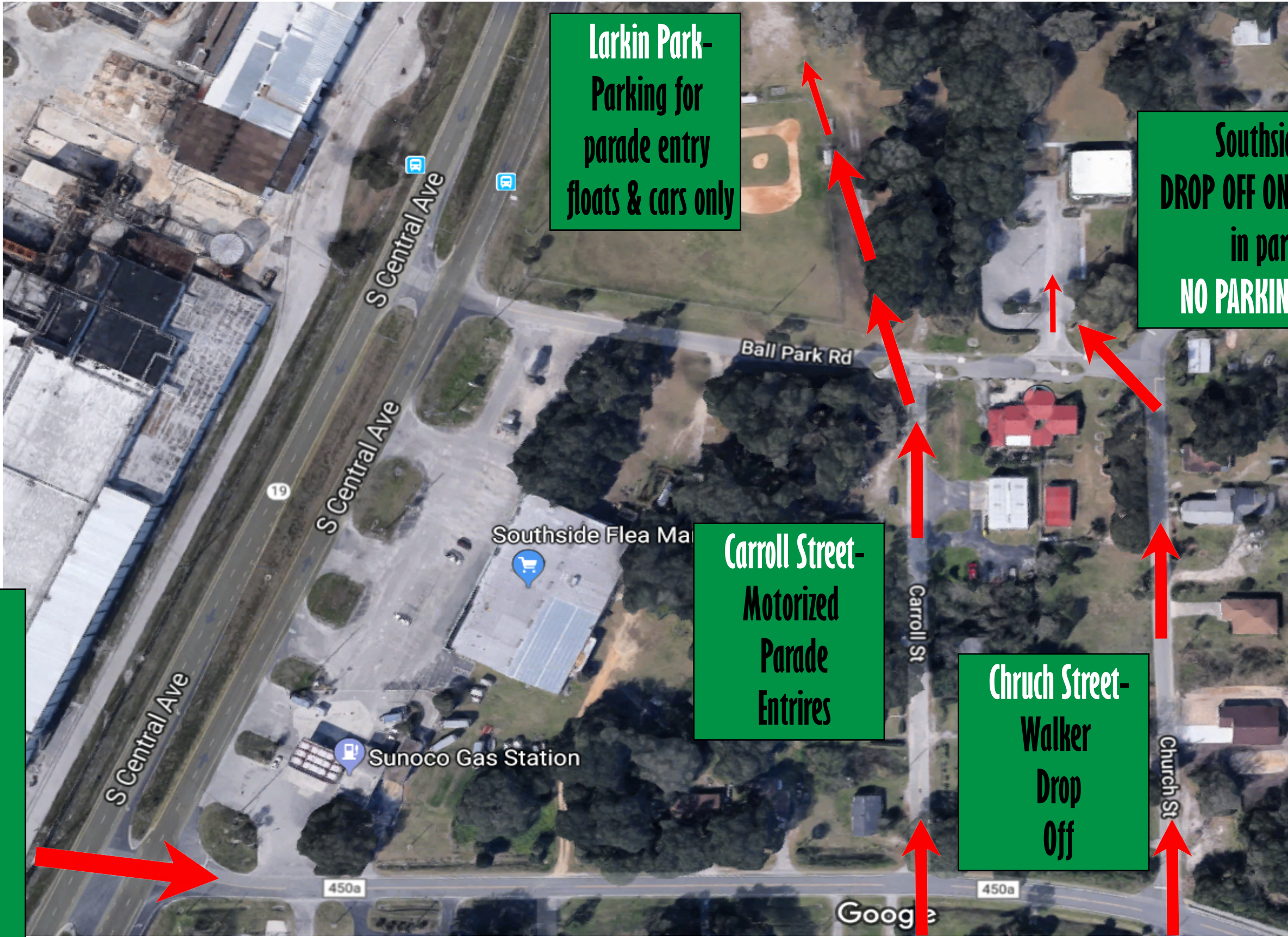
Bulldog Lane

Ball Park Road

Cracker Christmas Festival Vendor Map



Cracker Christmas Parade Line-Up Map--ALL Entries MUST Use This Route



Larkin Park-
Parking for
parade entry
floats & cars only

Southside Bldg.
DROP OFF ONLY for walkers
in parking lot
NO PARKING AVAILABLE

Carroll Street-
Motorized
Parade
Entrires

Chruch Street-
Walker
Drop
Off

ALL parade
entries begin
at 450A,
previously
known as,
Willis McCall Rd.

All cars
MUST EXIT
on the
SAME
road they
entered!



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: October 28, 2024

MEETING DATE: November 5, 2024

SUBJECT: First Reading of Ordinance No. 2024-H, Second Amendment to ISBA with Lake County

BACKGROUND SUMMARY:

This is the Second Amendment to the Interlocal Service Boundary Agreement (ISBA) between the City of Umatilla and the Lake County Board of County Commissioners via approval of County Ordinance 2024-33 on September 24, 2024.

This Second Amendment will expand the City's annexation abilities under the ISBA to permit the voluntary annexation of properties, within and adjacent to Silver Beach Heights, with the consent of the property owner(s).

RECOMMENDATIONS:

Approval of Ordinance No. 2024-H, Second Amendment to ISBA with Lake County

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Ordinance 2024-33_2nd Amendment to ISBA w.Umatilla
 2. ordinance- H ISBA amendment_9_24_24
-

Staff Summary

This Ordinance provides for a Second Amendment to the Interlocal Service Boundary Agreement (ISBA) between the City of Umatilla (City) and Lake County. The Second Amendment will expand the City's annexation abilities under the ISBA to permit the voluntary annexation of properties within and adjacent to Silver Beach Heights, with the consent of the property owner(s).

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation "* * *" shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or relettering that might be needed).

ORDINANCE NO. 2024 - 33

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, ADOPTING A SECOND AMENDMENT TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF UMATILLA AND LAKE COUNTY DATED APRIL 5, 2011; ALLOWING THE VOLUNTARY ANNEXATION OF PROPERTIES WITHIN SILVER BEACH HEIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE.

WHEREAS, on April 5, 2011, Lake County (County) and the City of Umatilla (City) entered into an Interlocal Service Boundary Agreement (the "ISBA") which addressed lands for future annexations into the City, the County's agreement to vacate a portion of Skyline Drive, transfer of the South Umatilla Water System (Water System) to the City, solid waste, the transfer of County-owned property near the Umatilla Airport to the City, addressing standards, and transportation; and

WHEREAS, the ISBA was adopted by County Ordinance No. 2011-20 and City Ordinance No. 2011-B; and

WHEREAS, the First Amendment to the ISBA was adopted by County Ordinance No. 2013-12 and City Ordinance No. 2011-C, which allowed for approximately twelve (12) homes to connect to the Water System without paying impact fees, utilizing the County installed upgrades to the Water System as credit against the fees and provided that the City may annex properties which do not meet the requirements of 171.043, Florida Statutes; and

WHEREAS, the County and the City wish to amend the ISBA to further to expand the City's annexation abilities under the ISBA to permit the voluntary annexation of properties located within Silver Beach Heights, with the consent of the property owner(s).

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Adoption. The Lake County Board of County Commissioners hereby adopts the Second Amendment to the Interlocal Service Boundary Agreement between the City of Umatilla and Lake County, a copy of which is attached hereto as Exhibit "A". The Chairman of the Board of County Commissioner is hereby authorized to execute the Second Amendment.

Section 3. Severability. If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, 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 Ordinance 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.

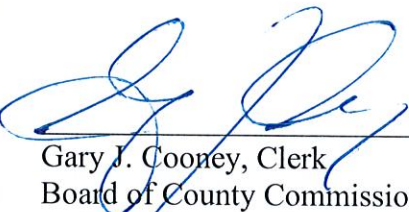
Section 4. Filing with the Department of State. The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 5. Effective Date. This Ordinance shall become effective as provided for by law.

ENACTED this day of 24th day of September, 2024.

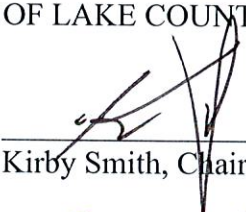
FILED with the Secretary of State the 25 day of September 2024.

ATTEST:


Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida



BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA


Kirby Smith, Chairman

This 24 day of September, 2024.

Approved as to form and legality:


Melanie Marsh, County Attorney

1

EXHIBIT A
**Second Amendment to the ISBA between the
City of Umatilla and Lake County**

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

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

WITNESSETH

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

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

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

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

WHEREAS, on April 5, 2011, the City and County entered into an Interlocal Service Boundary Agreement (the “ISBA”), in order to specifically identify lands deemed logical for future annexations into the City and land to remain unincorporated; and

WHEREAS, on February 26, 2013, the City and County amended the ISBA to provide for additional connections to the water system and to amend Exhibit “B”; and

WHEREAS, the City and County wish to amend the ISBA in order to expand Umatilla’s annexation abilities under the ISBA, and permit Umatilla to voluntarily annex lands within and adjacent to Silver Beach Heights, with the consent of the property owner(s); and

WHEREAS, the City and County find that the benefits of intergovernmental communications and coordination will accrue to all Parties; and

SECOND AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN LAKE COUNTY
AND THE CITY OF UMATILLA

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

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

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

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

D. UMATILLA is the water utility provider for the real property described in Exhibit “C-1” labeled as Proposed ISBA Expansion. Upon UMATILLA obtaining consent to annex from the property owner(s), the Parties agree that UMATILLA can annex the Private Properties described in Exhibit “C-1”, upon receipt of an application for Voluntary Annexation pursuant to §171.044, Florida Statutes. UMATILLA agrees that no property shown within Exhibit “C-1” shall be annexed unless the property owner(s) voluntarily agrees to such annexation. Further UMATILLA agrees that a voluntary annexation under this provision shall not be used as a means to annex any contiguous property without the property owners’ consent.

3. **PUBLIC SAFETY SERVICES; SOLID WASTE SERVICES; ROADS.**

A. To the extent that current mutual aid and first response agreements between UMATILLA and the COUNTY do not ensure that all residents within Silver Beach Heights (as identified in Exhibit “C-1”) will receive public safety response from the closest units of law enforcement, fire, or emergency medical services, the Parties shall work to modify such agreements to provide for such assurances.

B. UMATILLA and COUNTY will consider utilizing a single waste hauler to serve the Silver Beach Heights subdivision to reduce the number of waste hauler vehicles entering and leaving the area on a weekly basis. The Parties agree that unincorporated residents shall be charged the same as municipal residents for these coordinated services.

C. UMATILLA and COUNTY hereby agree to work cooperatively to formulate a plan to maintain the roads within Silver Beach Heights.

4. **RURAL PROTECTION AREA.** The Parties hereby agree to explore the possibility of establishing a Umatilla Rural Protection Area (RPA) in certain unincorporated areas surrounding Umatilla and agree to diligently pursue creation of the same to the extent allowable by law. The

SECOND AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN LAKE COUNTY
AND THE CITY OF UMATILLA

Parties further agree that landowners, residents, and other stakeholders will be permitted to participate and provide input into the creation of this RPA.

5. **INCORPORATION.** All provisions of the original ISBA dated April 5, 2011, as amended on February 26, 2013, shall remain in full force and effect, and this Second Amendment is supplemental to the ISBA.

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

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

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

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

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

Kirby Smith, Chairman

This ____ day of _____, 2024.

ATTEST:

Gary J. Cooney Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney

SECOND AMENDMENT TO INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN LAKE COUNTY
AND THE CITY OF UMATILLA

CITY OF UMATILLA

Chris Creech, Mayor

This ____ day of _____, 2024.

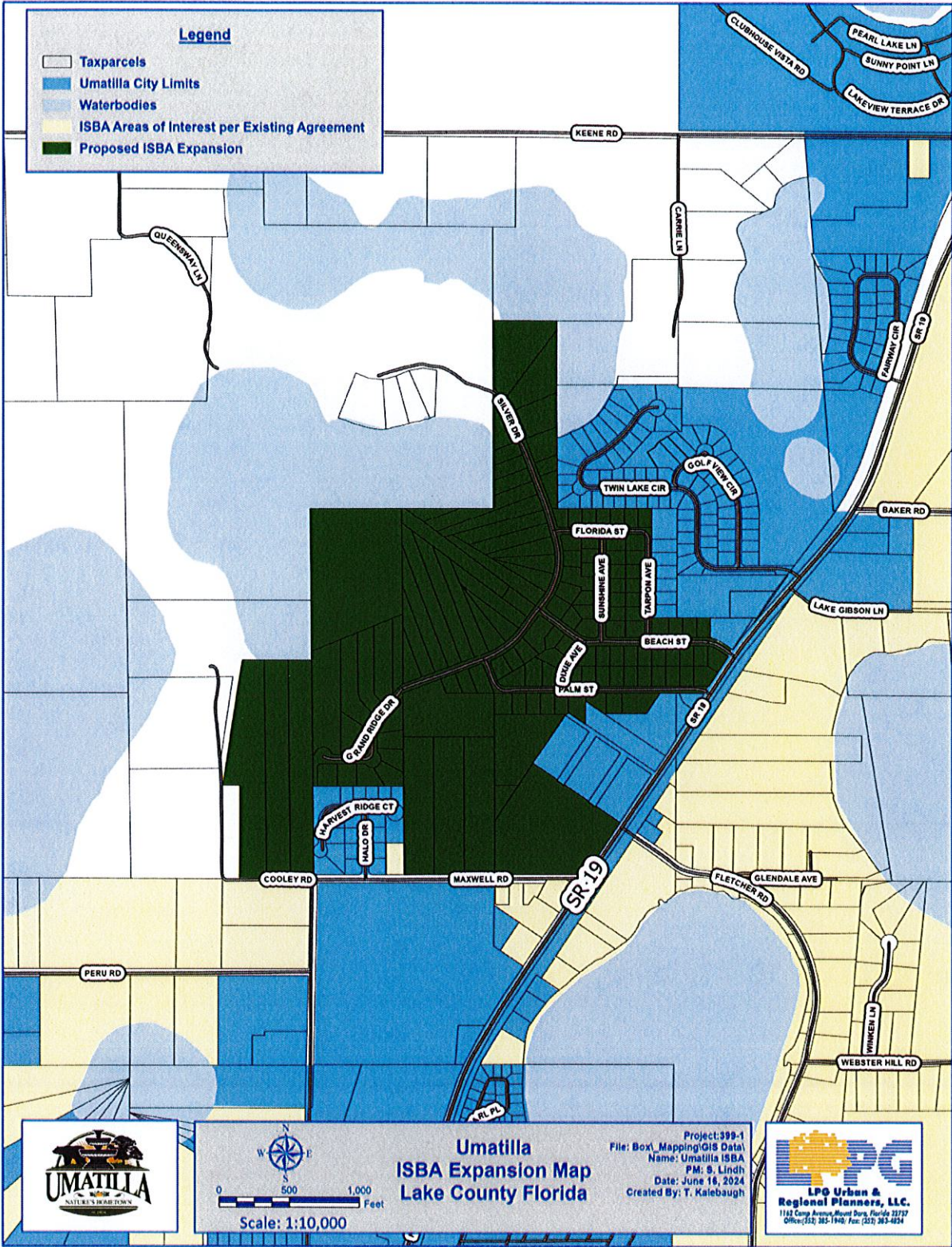
ATTEST:

Jessica Burnham, City Clerk

Approved as to form and legality:

Kevin Stone, City Attorney

EXHIBIT C-1: SILVER BEACH HEIGHTS





FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

September 25, 2024

Honorable Gary J. Cooney
Clerk of the Circuit Court and Comptroller
Lake County
550 West Main Street
P. O. Box 7800
Tavares, Florida 32778-7800

Dear Gary Cooney,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Lake County Ordinance No. 2024-33, which was filed in this office on September 25, 2024.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/wlh

ORDINANCE 2024-H

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA FLORIDA, ADOPTING A SECOND AMENDMENT TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF UMATILLA AND LAKE COUNTY DATED APRIL 5, 2011; ALLOWING THE VOLUNTARY ANNEXATION OF PROPERTIES LOCATED WITHIN THE AREA GENERALLY REFERRED TO AS SILVER BEACH HEIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE.

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

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

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

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

WHEREAS, the City and Lake County wish to amend the ISBA to further expand the City’s annexation abilities under the ISBA to permit the voluntary annexation of properties located in the general area known as ‘Silver Beach Heights’, with the consent of the property owner(s).

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

Section 1. The City of Umatilla hereby adopts the Second Amendment to Interlocal Service Boundary Agreement Between Lake County and the City of Umatilla attached hereto as Exhibit “A” and incorporated herein by reference. The Mayor is hereby authorized to execute the Second Amendment.

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

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

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

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

Christopher Creech, Mayor

ATTEST:

Jessica Burnham, City Clerk

Approved as to form:

Kevin Stone, City Attorney



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: October 25, 2024

MEETING DATE: November 5, 2024

SUBJECT: Resolution No. 2024-24 Right of Way Vacation Buford Ave

BACKGROUND SUMMARY:

Mr. Charles Noplis, property owner at 22 Buford Avenue, has applied to vacate a portion of Lakeshore Drive southwest of Bufford Street, adjacent to his property.

This right of way was dedicated via the plat of R.R. Guerrant's Subdivision, which is part of the northeast shore line of Lake Enola. The applicant intends to fence off the area to pedestrians that walk along his property, as well as providing additional privacy.

There is a City sewer line in this right of way. However, as a condition of approval, the applicant has agreed to record a 20-ft unobstructed utility easement to the City for access and maintenance purposes.

RECOMMENDATIONS:

Staff recommends approval of the right of way vacation with the condition of recording a unobstructed utility easement to the City.

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Resolution No. 2024-24, ROW Plat vacation
 2. Lake Shore Drive at Bufford ROW Vacation application
 3. SOD R-W VACATION 201124 Umatilla, FL
 4. 201124 SOD 20' UTIL ESMT V2 Final Jennings Approved
-

RESOLUTION NO. 2024-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA; AUTHORIZING THE VACATION AND ABANDONMENT OF A PLATTED PORTION OF LAKESHORE DRIVE, WEST OF BUFORD AVENUE AND AS MORE PARTICULARLY DESCRIBED HEREIN; CONDITIONING SUCH VACATION UPON THE GRANTING OF THOSE NECESSARY EASEMENTS TO THE CITY OF UMATILLA; PROVIDING FOR RECORDATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Umatilla has received an application from Charles Warran Noplis, the adjoining fee simple landowner, to vacate, discontinue, and close that portion of Lakeshore Drive, as described in Exhibit A, within the City limits; and

WHEREAS, in accordance with City's Subdivision and Platting Ordinance and Florida Statutes Chapter 177.101, the City may vacate any right-of-way when the City Council determines that the right-of-way no longer serves a public purpose or that the vacation is in the public interest; and

WHEREAS, legal access, allowing for the right of adequate and convenient vehicular access to the adjacent private property currently using or entitled to use the above-described right-of-way is provided for by Buford Avenue; and

WHEREAS, a utility easement has been joined by the adjacent private property owner for the construction, maintenance, repair and replacement of utilities and similar services; and

WHEREAS, the proposed action is consistent with the comprehensive plan; and

WHEREAS, closing the above described unimproved right-of-way would not have an adverse affect on public safety, pedestrian safety, vehicular traffic, municipal services including, but not limited to, emergency service, waste removal, and public and private utilities, or the design and character of the area; and

WHEREAS, the City Council published a Notice of Public Hearing for street closing and vacation in the North Lake Outpost, a newspaper of general circulation in Lake County, Florida, on August 8, 2024, due proof of which has been filed with the City Council; and

WHEREAS, the City Council, at its Regular Meeting on August 20, 2024, did consider the Closing and Vacation of said Street; and

WHEREAS, the City Council finds that the continued dedication of the right-of-way serves no useful purpose to the general public provided that the aforementioned easement is made effective and recorded to run with the land for the benefit of all adjoining property owners and that the City retains an easement over the vacated area for utility purposes.

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

Section 1. The recitals above are true and are incorporated herein by reference.

Section 2. That portion of Lakeshore Drive as described in Exhibit A, is henceforth closed, vacated, abandoned, and discontinued, subject to the conditions set forth herein.

Section 3. That, upon this resolution becoming effective, the Umatilla City Council, acting for the incorporated City of Umatilla and the public, does hereby renounce and disclaim any right, title, or interest, not herein reserved, in and to said street; and that title to said street be vested in accordance with the law. The City of Umatilla hereby reserves and retains a perpetual, non-exclusive easement over those portions closed and vacated in Section 2 for utility purposes.

Section 4. That this Resolution is passed in anticipation of and contingent upon the execution and delivery of the easement described herein; and further, that this Resolution shall become effective upon recording but shall have no effect if it not recorded.

DONE AND RESOLVED this 5th day of November 2024 in regular session of the City Council of the City of Umatilla, Florida.

**CITY COUNCIL OF THE
CITY OF UMATILLA, FLORIDA**

Christopher Creech, Mayor

ATTEST:

Jessica Burnham, FCRM City Clerk

Kevin Stone, City Attorney

Exhibit A



City of Umatilla, Florida
Planning and Zoning Department 1
S. Central Ave., Umatilla Florida 32784
Tel: (352) 669-3125
jayers@umatillafl.org

Staff Use Only

Case No.: _____
Fee Paid: _____
Receipt No.: _____

Development Application

Contact Information:

Owner Name: Charles Noplis
Address: 22 Buford Avenue, Umatilla, FL 32784
Phone: _____ Email: _____
Applicant Name: McGregor Love (Lowndes)
Address: 215 N Eola Drive, Orlando, FL 32801
Phone: (407) 418-6311 Email: mcgregor.love@lowndes-law.com
Engineer Name: _____
Address: _____
Phone: _____ Email: _____

Property and Project Information:

PROJECT NAME*: BUFORD AVENUE RIGHT-OF-WAY VACATION

*A project name is required for all submissions. Please choose a name representative of the project for ease of reference.

Property Address: _____
Parcel Number(s): _____ Section: _____ Township: _____ Range _____
Area of Property: _____ Nearest Intersection: _____
Existing Zoning: _____ Existing Future Land Use Designation: _____
Proposed Zoning: _____ Proposed Future Land Use Designation: _____
The property is presently used for: _____
The property is proposed to be used for: _____
Do you currently have City Utilities? _____

Application Type:

- | | | | |
|--|--|---|---|
| ☐ Annexation | ☐ Comp Plan Amendment | ☐ Rezoning | ☐ Planned Development |
| ☐ Variance | ☐ Special Exception Use | ☐ Conditional Use Permit | ☐ Final Plat |
| ☐ Minor Lot Split | ☐ Preliminary Plan | ☐ Construction Plan | ☒ ROW/Plat Vacate |
| ☐ Site Plan | ☐ Minor Site Plan | ☐ Replat of Subdivision | |

Please describe your request in detail: Application for Vacation of Unimproved Right-of-Way (see attached)

Required Data, Documents, Forms & Fees

Attached to this application is a list of **REQUIRED** data, documents and forms for each application type as well as the adopted fee schedule. These items must be included when submitting the application package. Failure to include the supporting data will deem your application package **INCOMPLETE** and will not be processed for review.

Signature: Charles Noplis Date: 12/18/2023

If application is being submitted by any person other than the legal owner(s) of the property, the applicant must have written authorization from the owner to submit application.



LEGAL DESCRIPTION SHEET 1 OF 1

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LAKE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

LOT 22 AND THE SOUTHERLY 30 FEET OF LOT 21, R.P. GUERRANT’S, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 33, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

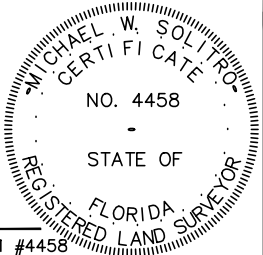
SURVEYOR NOTES:

- 1. BEARINGS ARE BASED ON FLORIDA STATE PLANE ZONE, AS SHOWN.
- 2. LEGAL DESCRIPTION WAS FURNISHED BY CLIENT, UNLESS OTHERWISE NOTED.
- 3. THIS IS TO CERTIFY THAT I HAVE REVIEWED THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 12069C0220E, DATED 12/18/2012, AND IN MY OPINION LANDS SHOWN HEREON LIE IN ZONE "X" (THIS IS SHOWN AS A COURTESY, NOT TO BE RELIED UPON).
- 4. WESTERN BOUNDARY WAS SHOWN BASED ON EXISTING CORNERS AND AN OVERLAY OF THE ORIGINAL PLAT. THE ACTUAL FILLED IN DITCH WOULD CONTROL THE WESTERN BOUNDARY LINE IF DISCOVERED.
- 5. THIS SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED AND SHALL NOT BE RELIED ON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY. LAND SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAYS AND/OR EASEMENTS OF PUBLIC RECORD.
- 6. WITH REGARD TO PIPE SIZES AND INVERTS INFORMATION BASED ON OBSERVED EVIDENCE. HOWEVER, LACKING UNDERGROUND INSPECTION, THE EXACT LOCATION OF UNDERGROUND FEATURES INCLUDING SIZES AND INVERTS CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED.
- 7. WITH REGARDS TO UNDERGROUND UTILITIES, SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BET ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR’S ASSESSMENT OF THE LOCATION OF THE UTILITIES, WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND /OR PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.
- 8. SITE ADDRESS: 22 BUFORD AVENUE UMATILLA , FL 32784
- 9. DRONE PHOTOGRAPHY BY REPUBLIC NATIONAL, DATES 11/23/20

THIS SURVEY CERTIFIED TO:
TITLE RESOURCES GUARANTY COMPANY
CHARLES WARREN NOPLIS
CROSSCOUNTRY MORTGAGE, LLC, ISAOA, ATIMA
AND/OR ITS WAREHOUSE LENDER
MAGNOLIA CLOSING CO.

JOB NUMBER: 201124
SCALE: 1" = 30'
DATE OF FIELD: 11/23/2020
DATE OF PLAT OR MAP: 12/1/2020
DRAWN BY: TM
APPROVED BY: MWS

NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.



MICHAEL W. SOLITRO, PSM #4458
FOR THE FIRM OF
REPUBLIC NATIONAL #LB 6300

DATE	REVISION HISTORY
10/5/23	ADD PROPOSED EASEMENT



480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
RNSURVEYS@REPUBLICNATIONAL.NET
PHONE 407.862.4200 FAX 407.862.6229

LEGEND

- CONCRETE SURFACE
- UTILITY POLE
- SET/FOUND MONUMENT AS NOTED
- MANHOLE
- MEASURED
- RECORD
- COVERED AREA
- GUY ANCHOR
- SANITARY SEWER LINE

SKETCH OF DESCRIPTION

SHEET 1 OF 2

(PROPOSED RIGHT-OF-WAY VACATION)

ALL THAT PART OF LAKE SHORE DRIVE IN R.P. GUERRANT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 33, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING WESTERLY OF THE SOUTHERLY PROJECTION OF THE EASTERLY LINE OF LOT 22 OF AFORESAID R.P. GUERRANT'S SUBDIVISION, SOUTHERLY OF LOT 22, NORTHERLY OF LAKE ENOLA, AND EASTERLY OF THE WESTERLY BOUNDARY OF SAID R.P. GUERRANT'S SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

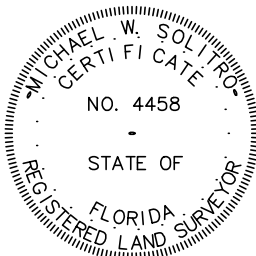
BEGIN AT THE SOUTHEAST CORNER OF AFORESAID LOT 22, R.P. GUERRANT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 33, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF BUFORD AVENUE (40 FEET IN WIDTH); THENCE SOUTH 25°37'29" WEST, ALONG THE SOUTHERLY PROJECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE EASTERLY LINE OF AFORESAID LOT 22, THROUGH LAKE SHORE DRIVE RIGHT OF WAY, A DISTANCE OF 57.94 FEET, MORE OR LESS, TO THE WATERS OF LAKE ENOLA; THENCE ALONG THE WATERS OF LAKE ENOLA AND THE SOUTHERLY RIGHT OF WAY LINE OF LAKE SHORE DRIVE, THE FOLLOWING 3 COURSES; NORTH 71°42'52" WEST, A DISTANCE OF 26.84 FEET; THENCE SOUTH 89°50'25" WEST, A DISTANCE OF 46.25 FEET; THENCE NORTH 80°49'38" WEST, A DISTANCE OF 22.75 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF THE OLD DITCH AS DEPICTED ON R.P. GUERRANT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 33, SAID POINT BEING ON THE WESTERLY LIMITS OF SAID SUBDIVISION AND LAKE SHORE DRIVE; THENCE NORTH 03°38'04" WEST, ALONG SAID CENTERLINE OF SAID OLD DITCH AND THE WESTERLY LINE OF SAID SUBDIVISION AND LAKE SHORE DRIVE, A DISTANCE OF 33.62 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE OF SAID SUBDIVISION, NORTH 07°45'22" EAST, A DISTANCE OF 11.32 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF AFORESAID LOT 22; THENCE SOUTH 87°52'23" EAST ALONG THE NORTHERLY LINE OF SAID LAKE SHORE DRIVE RIGHT OF WAY, AND THE SOUTHERLY LINE OF AFORESAID LOT 22, A DISTANCE OF 119.93 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 5,169 SQUARE FEET, OR 0.119 ACRES MORE OR LESS.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE AND DIGITAL SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYOR NOTES:

1. BEARINGS ARE BASED ON STATE PLANE, FLORIDA EAST ZONE, PER GPS OBSERVATION.
2. THIS IS NOT A BOUNDARY SURVEY.
3. SEE SHEET 2 OF 2 FOR THE SKETCH OF DESCRIPTION.
4. THE SOUTHERN RIGHT OF WAY LINE OF LAKE SHORE DRIVE IS THE WATERS OF LAKE ENOLA., PER PLAT
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MICHAEL SOLITRO ON THE DATE SHOWN HEREON.



REGISTERED SURVEYOR: MICHAEL W. SOLITRO
PROFESSIONAL LAND SURVEYOR NO.: 4458
STATE OF FLORIDA, C.O.A. LB 6300

JOB NUMBER: 201124 DATE: 09/04/2024
SCALE: 1"=40'
DRAWN BY: DMD
APPROVED BY: MWS

DATE	REVISION HISTORY

REPUBLIC NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779

PHONE: (407) 862-4200

RNSURVEYS@REPUBLICNATIONAL.NET

FAX: (407) 862-6229

SHEET 2 OF 2



1. BEARINGS ARE BASED ON FLORIDA STATE PLANE ZONE, PER GPS OBSERVATION.
2. THIS IS NOT A BOUNDARY SURVEY.
3. SEE SHEET 1 OF 2 FOR THE DESCRIPTION.
4. THE SOUTHERN RIGHT OF WAY LINE OF LAKE SHORE DRIVE IS THE WATERS OF LAKE ENOLA, PER PLAT.



SANITARY MANHOLE
UTILITY POLE
GUY ANCHOR

OVERHEAD UTILITY LINES

—— ss —— UNDERGROUND SANITARY SEWER LINE

APPROVED BY: MWS

DATE	REVISION HISTORY

FAX: (407) 862-6229

SKETCH OF DESCRIPTION

SHEET 1 OF 2

(PROPOSED SEWER EASEMENT)

AN EASEMENT, 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF AN EXISTING SANITARY SEWER LINE, BEING A PORTION OF LAKE SHORE DRIVE, LYING SOUTH OF LOT 22, R.P. GUERRANT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 33, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

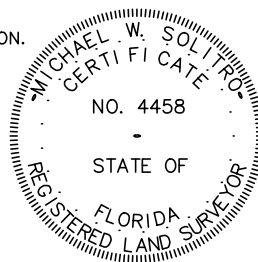
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CONTAINING 2,194 SQUARE FEET, MORE OR LESS.

SURVEYOR NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE ZONE, PER GPS OBSERVATION.
2. THIS IS NOT A BOUNDARY SURVEY.
3. SEE SHEET 2 OF 2 FOR THE SKETCH OF DESCRIPTION.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.



REGISTERED SURVEYOR: MICHAEL W. SOLITRO
PROFESSIONAL LAND SURVEYOR NO.: 4458
STATE OF FLORIDA, C.O.A. LB 6300

JOB NUMBER: 201124 DATE: 02/20/2024
SCALE: 1"=40'
DRAWN BY: DMD
APPROVED BY: MWS

DATE	REVISION HISTORY

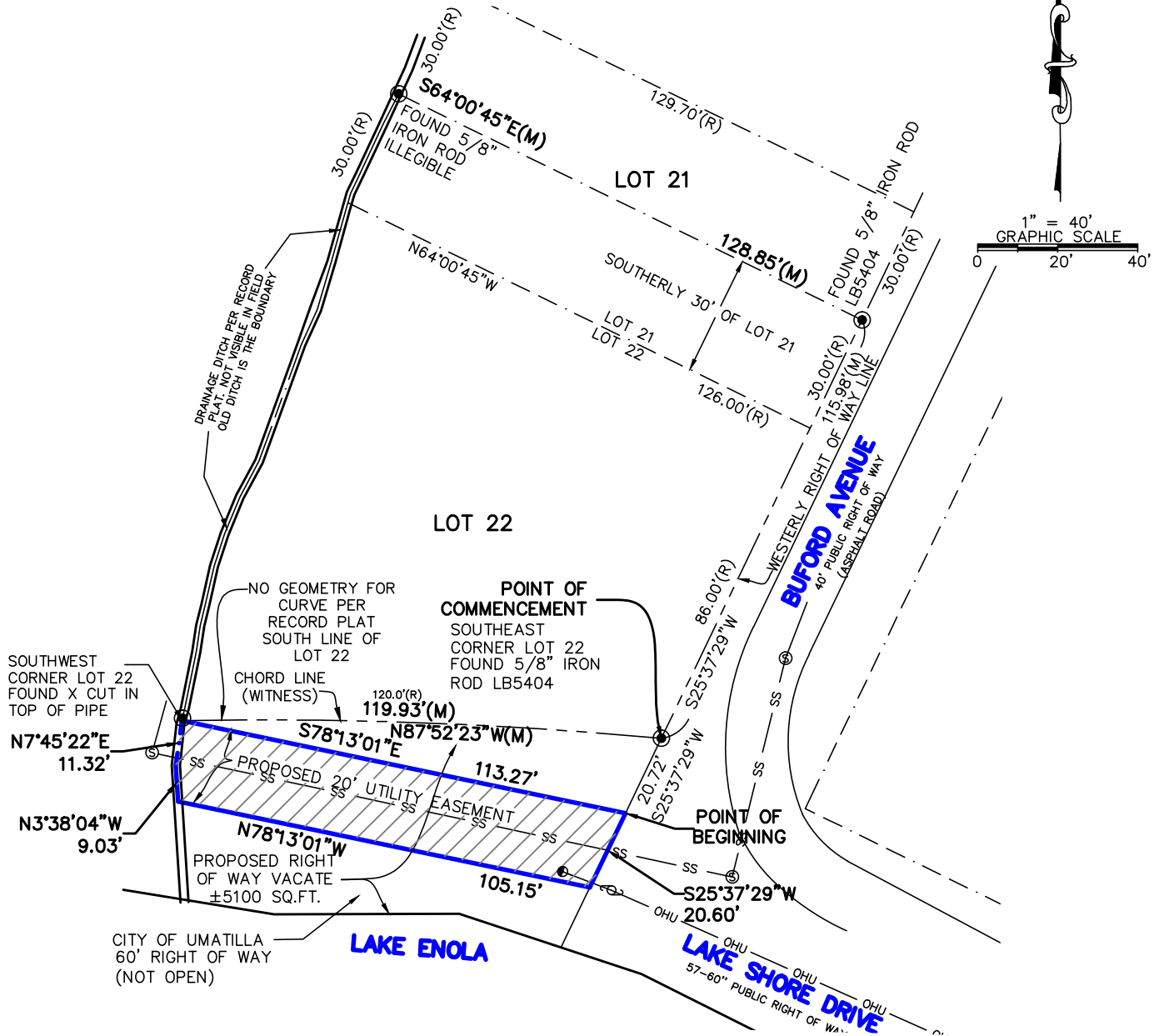
REPUBLIC NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779

PHONE: (407) 862-4200 ● RNSURVEYS@REPUBLICNATIONAL.NET ● FAX: (407) 862-6229

SKETCH OF DESCRIPTION

SHEET 2 OF 2



SURVEYOR NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE ZONE, PER GPS OBSERVATION.
2. THIS IS NOT A BOUNDARY SURVEY.
3. SEE SHEET 1 OF 2 FOR THE DESCRIPTION



PROPOSED
EASEMENT AREA



SANITARY MANHOLE



UTILITY POLE



GUY ANCHOR

OHU—

OVERHEAD UTILITY LINES

— ss —

UNDERGROUND SANITARY SEWER LINE

JOB NUMBER: 201124 DATE: 02/20/2024

SCALE: 1"=40'

DRAWN BY: DMD

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CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: October 30, 2024

MEETING DATE: November 5, 2024

SUBJECT: Utility Easement Noplis

BACKGROUND SUMMARY:

Mr. Charles Noplis, property owner at 22 Bufford Avenue, as required, has submitted a utility easement to the City in exchange for vacating a portion of Lakeshore Drive right-of-way abutting his property.

The easement provides the City with an unobstructed access easement to the existing sewer line that runs parallel to the shoreline of Lake Enola.

RECOMMENDATIONS:

Approval of Utility Easement Noplis

FISCAL IMPACTS:

ATTACHMENTS:

1. Utility Easement_Noplis
 2. 201124 SOD 20' UTIL ESMT V2 Final Jennings Approved
 3. Location Map Noplis ROW vacation Lakeshore Drive at Bufford Avenue
-

Prepared by/return to:
Jennifer M. Cotch, Esq.
Stone & Gerken, P.A.
4850 N. Highway 19A
Mount Dora, Florida 32757

UTILITY EASEMENT

THIS EASEMENT (“**Easement**”) is hereby granted by **Charles Warren Noplis**, whose mailing address is 430 Sundown Trail, Casselberry, FL 32707 (“**GRANTOR**,”) to **the City of Umatilla, Florida, a municipality of the State of Florida** whose mailing address is Post Office Box 2286 Umatilla, Florida, and its successors and assigns (“**GRANTEE**”);

WITNESSETH:

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, its successors and assigns forever, a perpetual easement for the location, construction, installation, alteration, operation, inspection, repair, maintenance, removal and replacement of utility improvements, including but not limited to water, wastewater, stormwater, and reclaimed water lines, pipes, equipment, facilities, and related apparatus, (the “**Facilities**”) over, under, upon, across, through and within the following described lands in Lake County, Florida, and referred to hereinafter as the “**Easement Area**” to wit:

SEE COMPOSITE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

being a portion of Parcel No. 13-18-26-0800-000-02100; Alt. Key 1499721

The easement rights specifically include: (a) the right of perpetual ingress and egress to patrol, inspect, alter, improve, construct, repair, maintain, rebuild, relocate, remove and provide access and service to the Facilities; (b) the right to decrease or increase, or to change the quantity and type of, the Facilities; (c) the right to clear the easement area of trees, limbs, undergrowth, and other physical objects (regardless of the location of such trees, limbs, undergrowth and other objects) which, in the opinion of Grantee, endanger or interfere with the safe and efficient installation, operation, or maintenance of the Facilities; and (e) all other rights and privileges reasonably necessary or convenient for the safe and efficient installation, operation, and maintenance of the facilities and for the enjoyment and use of such easement for the purposes described above. Such easement rights shall include any temporary construction easement over and across such property as is necessary to the proper use and enjoyment of any right granted herein. The easement rights granted herein are conveyed to Grantee and Grantee’s successors, lessees, licensees, transferees, permittees, and assigns. The covenant and rights set forth in this easement shall run with the title to the burdened property and the benefits and burdens hereof shall bind and inure to the benefit of all successors and assigns of the parties hereto.

Grantor shall not erect, construct, or create any buildings, structures, or obstacles within the Easement Area or otherwise interfere with any portion of the Grantee’s Facilities or use and enjoyment of the easement or Easement Area, provided that the maintenance, repair, and replacement of the existing

driveways, aprons, and signage shall not be deemed to be an interference with the use and enjoyment of the rights granted hereunder.

Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this ____ day of _____, 2024, and is effective as of the Effective Date herein.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

WITNESSES:

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

GRANTOR:

Charles Warren Noplis

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing Easement was acknowledged before me via [☐] physical presence [☐] online notarization this ____ day of _____, 2024, by _____ **CHARLES WARREN NOPLIS** who is personally known to me or has provided _____ as identification.

NOTARY SEAL

Name:
Notary Public
Serial Number:
My Commission Expires:

SKETCH OF DESCRIPTION

SHEET 1 OF 2

(PROPOSED SEWER EASEMENT)

AN EASEMENT, 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF AN EXISTING SANITARY SEWER LINE, BEING A PORTION OF LAKE SHORE DRIVE, LYING SOUTH OF LOT 22, R.P. GUERRANT'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, PAGE 33, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

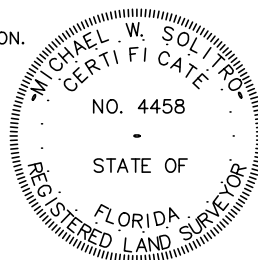
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SURVEYOR NOTES:

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2. THIS IS NOT A BOUNDARY SURVEY.
3. SEE SHEET 2 OF 2 FOR THE SKETCH OF DESCRIPTION.

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REGISTERED SURVEYOR: MICHAEL W. SOLITRO
PROFESSIONAL LAND SURVEYOR NO.: 4458
STATE OF FLORIDA, C.O.A. LB 6300

JOB NUMBER: 201124 DATE: 02/20/2024
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APPROVED BY: MWS

DATE	REVISION HISTORY

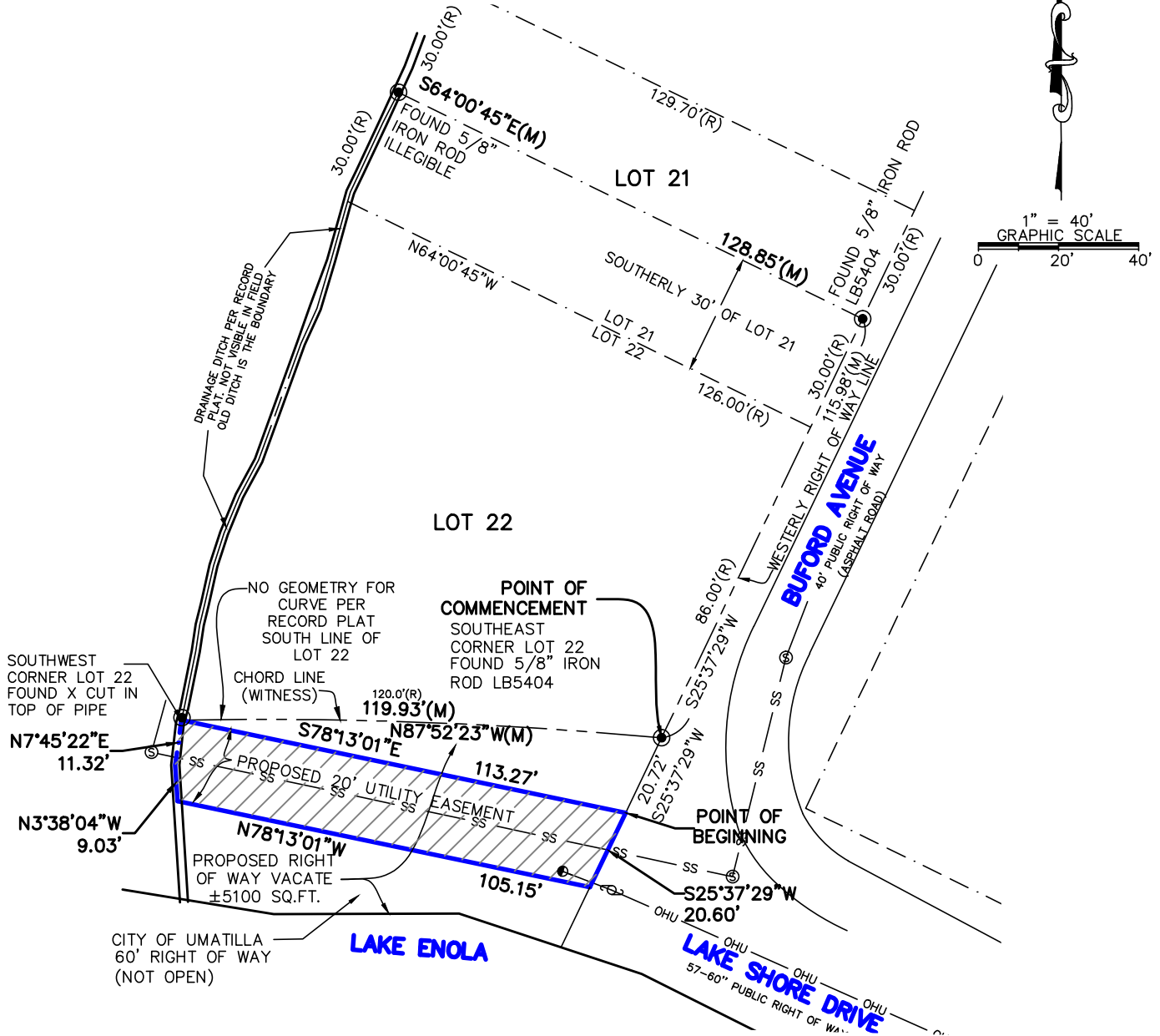
REPUBLIC NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779

PHONE: (407) 862-4200 ● RNSURVEYS@REPUBLICNATIONAL.NET ● FAX: (407) 862-6229

SKETCH OF DESCRIPTION

SHEET 2 OF 2



SURVEYOR NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE ZONE, PER GPS OBSERVATION.
2. THIS IS NOT A BOUNDARY SURVEY.
3. SEE SHEET 1 OF 2 FOR THE DESCRIPTION



PROPOSED
EASEMENT AREA

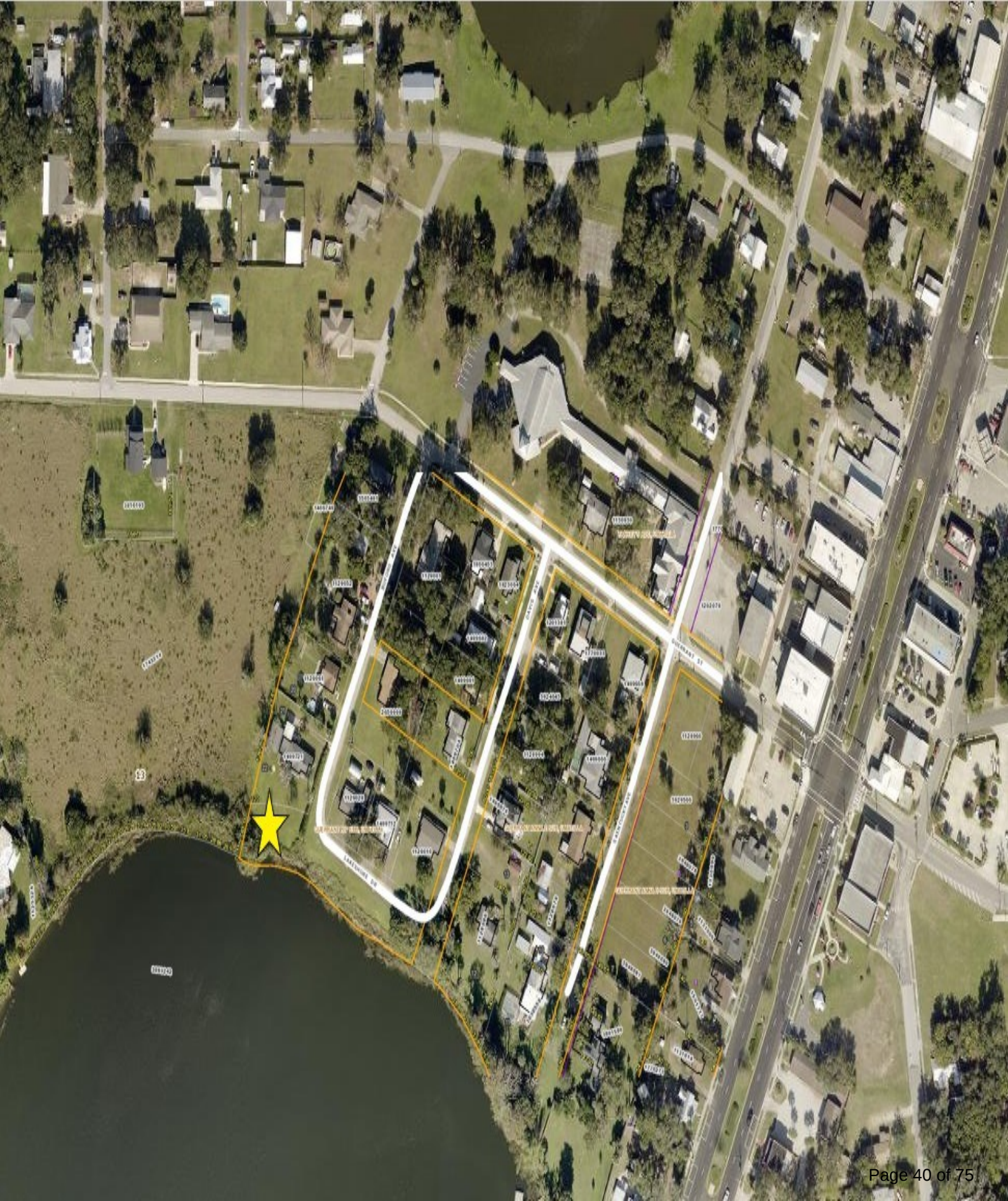
JOB NUMBER: 201124 DATE: 02/20/2024
SCALE: 1"=40'
DRAWN BY: DMD
APPROVED BY: MWS

DATE	REVISION HISTORY

REPUBLIC NATIONAL

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779

PHONE: (407) 862-4200 RNSURVEYS@REPUBLICNATIONAL.NET FAX: (407) 862-6229





CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: October 28, 2024

MEETING DATE: November 5, 2024

SUBJECT: Jobs Growth Grant Administrative Contract with Halff Engineering and the City of Umatilla

BACKGROUND SUMMARY:

At the City's request, Halff Engineering has submitted an administrative contract for grant services for the Florida Jobs Growth Grant agreement. This grant funding is related to the Lake Fern Industrial Park Project. Halff will provide the necessary oversight for the FloridaCommerce funding contract, which is \$4.8 million dollars. Tasks include information coordination, administration and reporting, financial management, procurement, contracting and final closeout.

This \$25,000 is included in the Jobs Growth Grant funding and is not an additional cost to the City.

RECOMMENDATIONS:

Approval of Halff Engineering Grant Administrative Contract for \$25,000

FISCAL IMPACTS:

\$25,000 funded by grant

ATTACHMENTS:

1. Halff-Umatilla Jobs Growth Grant Admin Contract - Halff Signed 10.28.24
-

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 ____ day of _____ 2024.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF UMATILLA, Florida

By:

Signature

Elizabeth Range-Pendell

Printed Name

Funding Resources Program
Manager

Title

Date

10/28/24

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:

Florida Jobs Growth Grant Fund
City of Umatilla Industrial Park Road/Water-
Wastewater/Stormwater Service Expansion Phase II
Via FloridaCommerce

Description of Services:

This Scope of Work retains Grant Administrator for grant administration during the Florida Jobs Growth 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 Florida Jobs Growth Grant 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 Florida Jobs Growth Grant 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 the Florida Jobs Growth Grant 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 Florida Jobs Growth Grant funding agreement with FloridaCommerce.

Task 5: Project Monitoring and Close Out

- a) Grant Administrator will prepare and submit all documents required by the Client's Florida Jobs Growth Grant 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 Florida Jobs Growth Grant funding agreement with FloridaCommerce.

Compensation/Fees/Costs/Reimbursement:

The fees for Tasks 1-5 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	\$6,250.00
Task 2: Administration and Reporting	\$6,250.00
Task 3: Financial Management	\$6,250.00
Task 4: Procurement and Contracting	\$3,125.00
Task 5: Project Monitoring and Close Out.....	\$3,125.00

FEE SUMMARY TOTAL	\$25,000.00
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Items Excluded From This Scope of Services:

1. Public Engagement
2. Environmental Review and Clearance
3. Labor Standards Compliance Monitoring
4. Documentation of Force Account Labor
5. 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 Exhibit A 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



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: October 25, 2024

MEETING DATE: November 5, 2024

SUBJECT: ITB-24-PW-003 State Road 19 Water Line Project Ranking and Award

BACKGROUND SUMMARY:

The City staff advertised an invitation to bid for the SR19 Water Line Project on August 29, 2024. The City received four bids with the lowest bid from DB Civil Construction, LLC for \$1,167,910.

Rob Ern, P.E., with Halff Engineering reviewed the bids and determined DB Civil to be the lowest qualified bidder.

Upon approval of the bid award, staff will bring back a formal contract.

RECOMMENDATIONS:

Staff recommends approval of the low bid award to DB Civil Construction, LLC for \$1,167,910

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Letter of Recommendation 09-03-24
 2. SR19 Water Line Location Map CC 2.6.24V2
 3. DB Civil Construction LLC BID 4
-



VIA EMAIL

September 3, 2024

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

Re: **STATE ROAD 19 WATERLINE EXTENSION (HALFF AVO 043859.047)**

Dear Mr. Mercer:

We are in receipt of the bids for the above referenced project, which were opened at 2:00 p.m. on Thursday, August 29, 2024. We have reviewed the bid packages for completeness and accuracy and have checked references and bid requirements for the apparent low bidder. The results of the bid opening, are as follows:

	Bidder's Name	Bid Amount
1.	DB Civil Construction, LLC	\$ 1,167,910.00
2.	Marlin Construction Co, Inc.	\$ 1,417,852.42
3.	Art Walker Construction, Inc.	\$ 1,691,066.00
4.	Cathcart Construction Company – Florida, LLC	\$ 1,721,760.00

Based upon our review of the bids and the Contractor's Schedule of Values, as well as the positive references from previous clients, we would recommend approval of the bid provided by the apparent low bidder, DB Civil Construction LLC, in the amount of \$1,167,910.00.

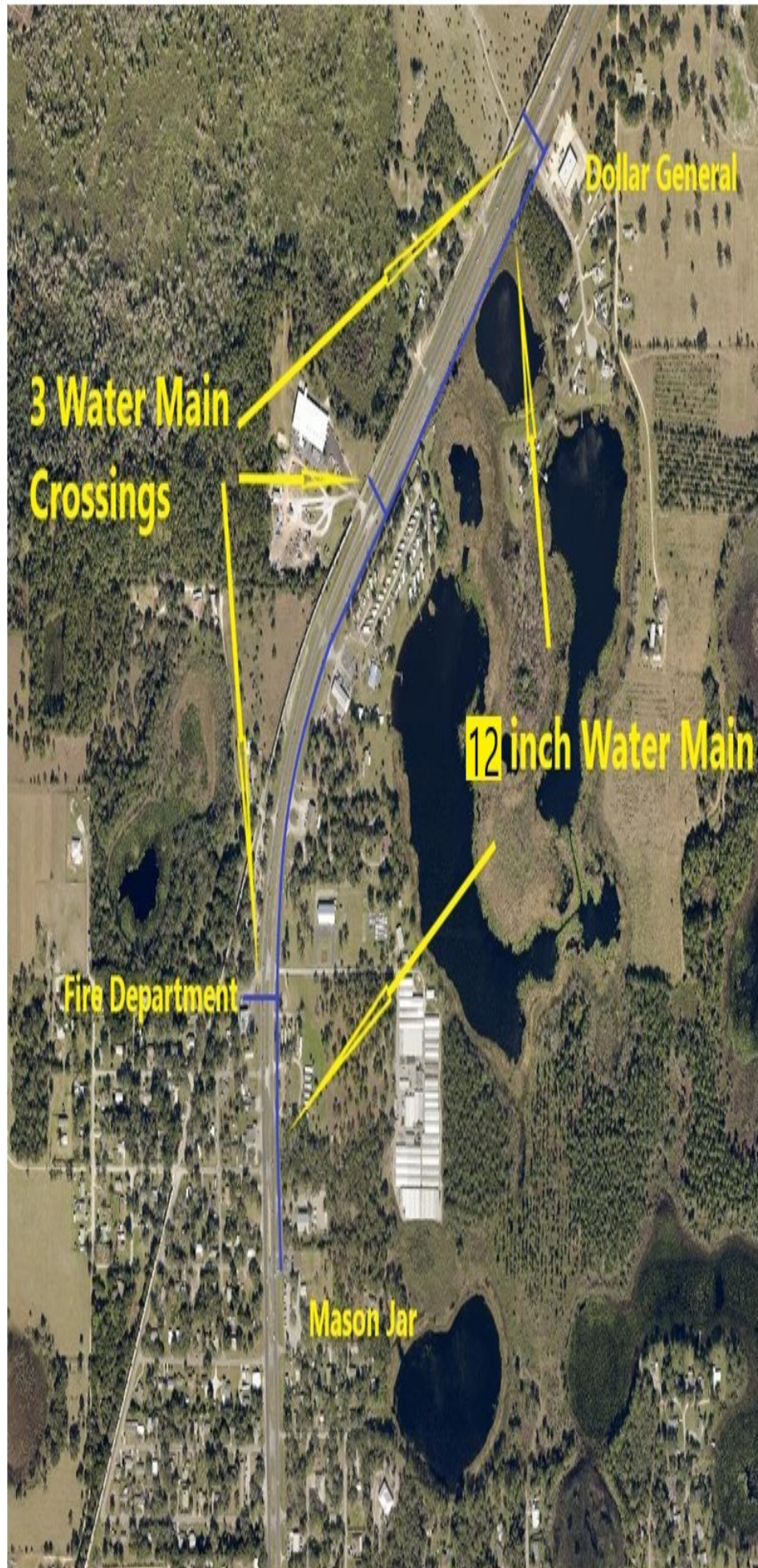
Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,
Halff

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

RAE/eb

12-inch Water Main – Dollar General to Mason Jar



City of Umatilla
SR 19 WATERLINE EXTENSION
Schedule of Unit Prices
General

1. It shall be the responsibility of the BIDDER to perform whatever tests and/or calculations as are necessary to determine quantities required for the performance of the work described herein.
2. Should certain additional work be required, or should the quantities submitted by the Contractor of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of the Owner, the unit prices contained in the following Schedule of Unit Prices shall, at the option of the Owner, be the basis of payment to the Contractor credit to the Owner, for such increase or decrease in the work.
3. The Unit Prices shall represent the exact net amount per unit to be paid by the Contractor (in the case of additions or increases) or to be refunded by the Owner (in the case of decrease). No additional adjustments will be allowed for overhead, profit, insurance, or to other direct or indirect expenses of the Contractor or Subcontractors, and no additional adjustments will be allowed.

	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$100,000.00	\$100,000.00
2	Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00
3	Pedestrian Control	1	LS	\$3,000.00	\$3,000.00
4	NPDES Permit & Monitoring	1	LS	\$300.00	\$300.00
5	Sediment & Erosion Control	3,000	LF	\$2.00	\$6,000.00
6	Construction Staking/As-Built Survey	1	LS	\$16,000.00	\$16,000.00
7	Pressure Test Waterline	1	LS	\$19,200.00	\$19,200.00
8	Density Testing	1	LS	\$4,000.00	\$4,000.00
9	Disinfection/Bacteriological Sampling	1	LS	\$2,600.00	\$2,600.00
10	110% Payment and Performance Bond	1	LS	\$12,000.00	\$12,000.00
11	Temporary Jumper Connection	2	EA	\$3,000.00	\$6,000.00
12	10" C900 DR-18 PVC	3,040	LF	\$68.00	\$206,720.00
13	Directional Bore – 10" Fusible PVC	1,800	LF	\$150.00	\$270,000.00
14	Bore & Jack – 24" Steel Casing and 10" Fusible PVC	216	LF	\$860.00	\$185,760.00
15	10" Gate Valve & Box	9	EA	\$1,570.00	\$14,130.00
16	10" Ductile Iron Fittings	1	LS	\$75,000.00	\$75,000.00
17	10" Wet Tap, Sleeve and Valve Assembly	1	EA	\$14,000.00	\$14,000.00
18	2" Air Release Valve Assembly	9	EA	\$11,000.00	\$99,000.00
19	Fire Hydrant Assembly	9	EA	\$8,700.00	\$78,300.00
20	2" Water Service	1	EA	\$3,800.00	\$3,800.00
21	1" Water Service	1	EA	\$1,100.00	\$1,100.00
22	Open Cut & Repair Sidewalk	20	SY	\$350.00	\$7,000.00
23	Restoration/Sodding/Watering	6,800	SY	\$5.00	\$34,000.00
	Total				\$1,167,910.00



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: October 25, 2024

MEETING DATE: November 5, 2024

SUBJECT: Contract Approval to DB Civil Construction, LLC - Central Avenue Lift Station and Force Main

BACKGROUND SUMMARY:

The City staff is requesting approval of the final contract with DB Civil Construction, LLC for \$2,299,988 for the Central Avenue Lift Station and Force Main Project. This project was bid on August 22, 2024, with results being confirmed by the City Council on September 3, 2024.

A performance bond has been submitted and reviewed as well as confirming the construction times listed as substantial completion at 120 days with final completion at 150 days.

Halff Engineering has reviewed the contract and support documents and recommends approval.

RECOMMENDATIONS:

Staff recommends approval of final contract at \$2,299,998 to DB Civil Construction, LLC

FISCAL IMPACTS:

\$2,299,988

ATTACHMENTS:

1. Letter of Recommendation Central Ave. LS FM 8.29.24
 2. Location Map
 3. Central Ave Lift Station Contract DB Civil Construction, LLC
-



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", written over a light blue horizontal line.

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

RAE/eb



**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between **The City of Umatilla** (hereinafter called OWNER) and **DB Civil Construction, LLC** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work generally includes the furnishing of all labor, materials, and equipment for the construction of new waterlines, PVC, valves, fire hydrants and related appurtenances, as well as site restoration.

Article 2. ENGINEER.

Engineer: **HALFF Associates, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778**

ENGINEER is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

- 3.1 The Work will be substantially completed and finally completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the following dates:

Substantial Completion - 120 calendar days after the issuance of the Notice to Proceed.

Final Completion - 30 calendar days after the substantial completion date for a total contract time of 150 days.

- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Five Hundred** dollars (**\$500.00**) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Five Hundred** dollars (**\$500.00**) for each day

that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the lump sum price as indicated on the Bid Form.

TOTAL LUMP SUM PRICE:

Two million two hundred ninety nine thousand nine hundred eighty eight dollars and no cents (use words)

\$ 2,299,988.00 (dollars).

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices for the lump sum price determination have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions. Payment will be processed as per Florida Statute 218.735 covering timely payment for purchases of constructions services.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed (with the balance being retainage).
90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).
 - 5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90 % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. INTEREST.

All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."
- 7.2 CONTRACTOR 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 or furnishing of the Work.
- 7.3 CONTRACTOR 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.
- 7.4 CONTRACTOR 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 Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at/or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional 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 or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to 5, inclusive).
- 8.2 Exhibits to this Agreement (pages N/A to , inclusive).
- 8.3 Performance, Payment, and other Bonds.
- 8.4 Notice to Proceed.
- 8.5 General Conditions (pages 1 to 68, inclusive).
- 8.6 Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7 Specifications bearing the title City of Umatilla – Central Avenue Lift Station and Force Main Project and consisting of Divisions 16, as listed in table of contents thereof.
- 8.8 Drawings consisting of 29 sheets with each sheet bearing the following general title: CITY OF UMATILLA – CENTRAL AVENUE LIFT STATION AND FORCE MAIN.
- 8.9 Addenda numbers 1 to 3, inclusive.
- 8.10 CONTRACTOR's Bid (pages 00300-1-8 inclusive)
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to , inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (Except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal

representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 OTHER PROVISIONS.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, OWNER's ENGINEER and OWNER's ATTORNEY. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on , (which is the Effective Date of the Agreement).

OWNER: City of Umatilla

BY: Title:

Attest:

Address for giving notices:

City of Umatilla
1 South Central Avenue
Umatilla, Florida 32784

CONTRACTOR

BY: Title & Corporate Seal

Attest:

Address for giving notices:

DB Civil Construction, LLC
Contractor
4475 US-1 South, Suite 707
Address
St. Augustine, FL 32086



Umatilla Public Library FY 23-24



September 2024

	Q 1	Q 2	Q 3	Q 4	FY 23-24
Visits (<i>door count halved</i>)	12,646	14,651	13,342	12,556	53,194
Checkouts	9,301	9,774	9,845	8,343	37,263
E-Books (digital)	1,336	1,270	1,154	1,497	5,481
Total Circulation	10,637	11,044	10,999	9,840	42,744
New Patrons	88	112	123	110	433
Patron Computer Sessions	908	1,111	1,217	1,216	4,452
Wi-Fi Clients Served	1,915	1,920	1,640	1,615	7,090
Adult Volunteer Hours	125.50	162.25	128.00	42.25	458.00
Attendance Family Programs	1,148	306	893	151	2,498
Attendance Adult Programs	311	315	252	258	1,136
Attendance Teen Programs	203	202	130	112	647
Attendance Juvenile Programs	500	460	605	296	1,861
Total # of Programs	135	127	89	73	424
Meeting room Rental	-	-	-	-	-
Fines and Fees (Income to City)	\$ 1,838.34	\$ 3,838.08	\$ 2,293.64	\$ 1,884.17	\$ 9,854.23

Highlights

Annual Statistics:

	FY 22-23	FY 23-24	% change From last year
Visits (<i>door count halved</i>)	42,176	53,194	26%
Checkouts	37,518	37,263	-1%
E-Books (digital)	5,245	5,481	4%
Total Circulation	43,033	42,744	-1%
New Patrons	422	433	3%
Patron Computer Sessions	3,267	4,452	36%
Adult Volunteer Hours	411	458	12%
Attendance Family Programs	1,429	2,498	75%
Attendance Adult Programs	568	1,136	100%
Attendance Teen Programs	933	647	-31%
Attendance Juvenile Programs	1,794	1,861	4%
Total # of Programs	410	424	3%
Cash to city (including cc)	\$ 8,144	\$ 9,854.23	21%

Seed Library: The State Bureau of Library Development invited our library to share how we manage our seed library on a state-wide Zoom "Community Spaces and Garden Discussion."

UMATILLA POLICE DEPARTMENT PRESS RELEASE

September 10, 2024 through September 16, 2024

ARRESTS

9/16/2024	7:54 am	Robert Tiller Eustis	Warrant out of Lake County for throwing a hard substance at a vehicle and criminal mischief.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

9/11/2024	10:03 am	Chanell Izzard Mt Dora, Fl	Driving on a suspended driver's license.
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REPORTS FILED

9/10/2024	12:03 pm	Officers transported a person under the Baker Act for assistance. The person was transported to Lifestream Behavioral Center.	
9/10/2024	7:45 pm	Officers responded to a disturbance on SR19 and filed a report of criminal mischief resulting in damage to a vehicle.	
9/11/2024	7:24 pm	Officers took a report of a stolen bicycle from Orange Avenue.	
9/14/2024	3:20 PM	Officer's took a report of grand theft and fraud from a resident of East Collins Street.	
9/14/2024	5:00 pm	Officers took a report of a stolen vehicle out of Eustis which was located by the owner in Magnolia Point in Umatilla.	
9/16/2024	9:36 am	Officers took a report of burglary to an apartment on East Collins Street.	

UMATILLA POLICE DEPARTMENT PRESS RELEASE

September 10, 2024 through September 16, 2024

ARRESTS

ARRESTS	2
DISPATCHED CALLS	129
TRAFFIC STOPS	37
TRAFFIC CITATIONS ISSUED	3

UMATILLA POLICE DEPARTMENT PRESS RELEASE

September 17, 2024 through September 23, 2024

ARRESTS

9/19/2024	7:04 pm	Eblair Sylvain Umatilla	Was issued a trespass warning for Umatilla High School at 7:04 pm and was observed trespassing on the school property at 7:22 pm by officers. He was booked into the Lake County Jail.
9/19/2024	12:33 pm	Mark Sparks Jr. Umatilla	Warrant out of Lake County for failure to appear in court. Booked into the Lake County Jail.
9/19/2024	6:29 am	Dennis Allman Sr. Umatilla	Warrant out of Lake County for failure to appear in court. Booked into the Lake County Jail.
9/17/2024	7:10 am	Luis Mayorga Leesburg	Driving while license suspended and a Volusia County warrant for reckless driving. Booked into the Lake County Jail.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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REPORTS FILED

9/22/2024	8:56 Pm	Officers transported a person under the Baker Act to Lifestreams Behavioral Center.
9/22/2024	9:00 am	Officers took a report of a possible injunction violation.
9/20/2024	6:06 Pm	Officers took a report after receiving a complaint of a child running into traffic on North Central Avenue.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

September 17, 2024 through September 23, 2024

ARRESTS

9/18/2024	6:29 pm	Officers responded to First Baptist Church to speak with youth about rumors of a possible threat at school. Officers conducted a thorough investigation and found that there was no threat to Umatilla Middle School.
9/18/2024	2:46 Pm	Officer issued a trespass warning at Dollar General after being requested to do so.
9/17/2024	3:30 pm	Officers took a report of a simple battery which had occurred three weeks prior. A report was completed and complainant was advised to file the report with the State Attorney's Office for prosecution.

ARRESTS	4
DISPATCHED CALLS	128
TRAFFIC STOPS	34
TRAFFIC CITATIONS ISSUED	5

UMATILLA POLICE DEPARTMENT PRESS RELEASE

October 7, 2024 through October 14, 2024

ARRESTS

10/08/2024	7:21 a.m.	Wagner, Mark Raymond Jr. Altoona	Attached tag not assigned; Reckless Driving; Resist officer without violence; Fleeing or attempting to elude; Possession of stolen vehicle; Added violation of probation – Possession of Meth.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

10/10/2024	11:00 a.m.	Lowe, Logan Umatilla	Driver was stopped for running stop sign. Officers observed a road sign in the back seat in plain view. Sign was recovered subject was issued a theft citation.
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REPORTS FILED

10/07/2024	7:22 a.m.	Officers were called to the Circle K located at 42404 SR 19 reference a person sleeping in their car at the gas pump. Officers woke the driver up. All was okay he had gotten up early. He was leaving.
10/08/2024	5:34 a.m.	Officers were called to the area of Bull Frog Lane and Bear Hammock Drive reference a suspicious person. Was a subcontractor securing the property.
10/08/2024	7:45 p.m.	Officers responded to a residence in the area of Trowell Avenue reference a person needing medical attention. They were turned over to EMS.
10/10/2024	3:23 p.m.	Officers responded to the area of North Central Avenue and West Collins Street reference a verbal argument between neighbors.
10/11/2024	2:46 p.m.	Officers responded to a residence in the area of Cayman Circle reference a disturbance. Call for service was verbal in nature.
10/11/2024	7:41 p.m.	Officers responded too McDonald's at 400 Hatfield Drive reference a disturbance. Person was gone on arrival.
10/11/2024	8:49 p.m.	Officers responded to 633 Umatilla Boulevard reference a suspicious person. Person needed medical attention and was turned over to EMS.
10/11/2024	9:17 p.m.	Officers responded to CR 42 and SR 19 ref patrons arguing at the gas pumps. All parties separated upon arrival.

10/12/2024	4:14 p.m.	Officers responded to the area of Cassady Street and Trowell Avenue to a residence reference a fire. Upon arrival it was being put out. Fire Department was not needed.
10/13/2024	10:03 a.m.	Officers assisted the Lake County Sheriffs office with a call for service reference an assault and battery. Case was turned over to Lake County Sheriffs office.
10/13/2024	7:30 p.m.	Officers assisted the Lake County Sheriffs office with a disturbance at the North Lake Community Park. Disturbance was verbal in nature.
10/14/2024	8:43 a.m.	Officers responded to United Southern Bank reference a business alarm. Alarm was accidental.
ARRESTS		2
DISPATCHED CALLS		133
TRAFFIC STOPS		23
TRAFFIC CITATIONS ISSUED		5



UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
October 15- October 22

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE			
10/18/2024	5:13 PM	Jeremy Dicus	Officers conducted a traffic stop on a person driving an atv on public roadways. Jeremy Dicus was issued a court appearance to driving an unregistered motor vehicle.
REPORTS FILED			
10/15/2024	11:48 am	Officers responded to an injured person on SR 19 in the area of the United Southern Bank	
10/15/2024	5:02 pm	Officers assisted the Lake County Sheriff Office with a disturbance on Walker Ranch Rd in Altoona	
10/15/2024	6:28 pm	Officers responded to a theft at 240 Grandview Ave	
10/15/2024	7:05 pm	Officers assisted the Lake County Sheriffs Office with a burglary at 18321 Webster Hill Rd	
10/15/2024	10:24 pm	Officers assisted the Lake County Sheriffs Office with a hit and run with injuries that occurred on Holly Ct in the county portion of Umatilla	
10/16/2024	6:49 am	Officers responded to a vehicle crash at CR 450 and E Collins St.	
10/16/2024	2:54 pm	Officers responded to a traffic crash that occurred on the Lakeview Terrace property.	
10/17/2024	6:54 am	Officers responded to a suspicious incident at Guerrant st and Kentucky Ave	



UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
October 15- October 22

10/17/2024	1:47 pm	Officers responded to a traffic crash at 203 N Kentucky Ave
10/18/2024	3:55 pm	Officers responded to a person trespassing at 4420 SR 19
10/18/2024	5:13 PM	Officers responded to a traffic crash / hit and run at North Orange Ave and Bulldog Ln.
10/18/2024	9:55 pm	Officers assisted the Lake County Sheriffs Office in apprehending a fugitive with a warrant at 19546 E Umatilla Blvd.
10/19/2024	11:36 PM	Officers assisted the Lake County Sheriffs Office in searching for a person with a warrant at 38800 Merrell Ave
10/19/2024	6:54 pm	Officers assisted the Lake County Sheriffs office in investigating and apprehending a subject for battery at 44545 SR 19 in Altoona
10/19/2024	10:50 pm	Officers responded to 51 Highland St in reference to a shed behind the home on fire. The case was transferred to the Fire Marshal.
10/20/2024	4:53 pm	Officers responded to 42811 SR 19 in Altoona to assist LCSO with two subjects trespassing on the property
10/20/2024	9:41 pm	Officers responded to 51 Highland Ave in reference to a verbal dispute
10/21/2024	1:05 am	Officers responded to 169 N Central Ave in reference to a theft
10/21/2024	4:04 pm	Officers assisted DCF with commencing a case at 41223 SR 19
10/21/2024	6:35 PM	Officers responded to an argument between residents at 51 Highland st.

ACTIVITY BREAKDOWN

ARRESTS	1
DISPATCHED CALLS	174



UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
October 15- October 22

TRAFFIC STOPS	49
TRAFFIC CITATIONS ISSUED	4

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
October 22, 2024 through October 28, 2024

ARRESTS

10/22/2024	11:28 a.m.	Larue, Bryce Umatilla	Possession of paraphernalia; prohibition against giving false name; Added: Failure to appear possession of Methamphetamine; Added: Possession of paraphernalia.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

10/28/2024	8:14 a.m.	Brennan, Donald Greenwich, Rhode Island	No drivers license expired more than 6 months.
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REPORTS FILED

10/22/2024	9:33 a.m.	Officers responded to a residence on Devault Street reference a disturbance. Subject was gone on arrival.	
10/22/2024	11:03 a.m.	Officers responded to United Southern Bank reference a suspicious person on their premises. Person was waiting on the transit bus. He relocated to the bus stop rather than on bank property.	
10/23/2024	5:57 p.m.	Officers assisted DCF with commencement of a case on North Pine Avenue.	
10/24/2024	2:03 a.m.	Officers responded to a gate being left open at Umatilla High School. Officers cleared the grounds, all external doors were secure and resecured gate with chain and lock.	
10/24/2024	1:18 p.m.	A fraud and grand theft report was taken at United Southern Bank.	
10/24/2024	2:33 p.m.	Officers responded to an audible fire alarm going off at the Family Dollar. Turned over to Umatilla Fire Department.	
10/25/2024	6:47 a.m.	A lost tag report was taken.	
10/25/2024	11:29 p.m.	Officers were met at the Umatilla Police Department to take a theft report.	

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
October 22, 2024 through October 28, 2024

ARRESTS

10/28/2024

11:22
a.m.

Umatilla Police Department assisted the Lake County Sheriffs Office in transporting a juvenile to Lifestreams Behavioral Center for treatment under the Baker Act.

ARRESTS

2

DISPATCHED CALLS

127

TRAFFIC STOPS

38

TRAFFIC CITATIONS ISSUED

3