



# UMATILLA CITY COUNCIL MEETING

August 19, 2025 at 6:00 PM

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

## AGENDA

---

*Please silence your electronic devices*

### **PLEDGE OF ALLEGIANCE AND INVOCATION**

### **CALL TO ORDER**

### **ROLL CALL**

### **AGENDA REVIEW**

### **MINUTES REVIEW**

1. Approval Meeting Minutes
  - June 24, 2025, City Council Work Session
  - July 8, 2025, City Council Work Session
  - July 15, 2025, Regular City Council Meeting
  - July 22, 2025, City Council Work Session

### **PRESENTATIONS**

2. Proclamation in Memory of Lowell Collins 2025

### **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**

3. Special Event Application for The City of Umatilla's Halloween Trunk-or-Treat
4. Memorandum of Understanding with SECO for use of Property Staging Area during Emergencies

### **PUBLIC HEARING / ORDINANCES / RESOLUTIONS**

### **NEW BUSINESS**

5. Resolution No. 2025-18, Credit for Utility Customers that use E-Billing
6. Resolution No. 2025-25, Grant Agreement with Florida Department of Environmental Protection for Funding of Umatilla Water System & Fire Flow Improvements
7. Resolution No. 2025-26, Cyber Security Act

8. Resolution No. 2025-28, FAA Airport Improvement Program Grant for Construction of Aircraft Parking Apron Expansion at Umatilla Municipal Airport
9. Resolution No. 2025-27, Public Transportation Grant Agreement (PTGA) Construction of Aircraft Parking Apron at Umatilla Municipal Airport
10. AVCON Task Order No. 10 Aircraft Parking Apron Expansion - Bidding and Construction Phase Services at Umatilla Municipal Airport
11. Resolution No. 2025-29, Challenging the Validity of Senate Bill 180(2025) Relating to Local Government Land Use Authority

## **DISCUSSION**

12. Employment Agreement update for Aaron Mercer and The City of Umatilla

## **REPORTS**

13. 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 WORK SESSION

June 24, 2025 at 5:00 PM

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

### MINUTES

---

#### PLEDGE OF ALLEGIANCE AND INVOCATION

#### CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech led the Pledge of Allegiance, gave the Invocation, and called the City Council Work Session to order at 5:00 pm.

#### ROLL CALL

##### MEMBERS PRESENT

Christopher Creech, Mayor  
Katherine Adams, Vice Mayor  
John Nichols, Council Member  
Bear Crockett, Council Member  
Fred Fetterolf, Council Member

##### ALSO PRESENT

Aaron Mercer, Interim City Manager  
Adam Bolton, Assistant City Manager  
Jennifer Cotch, City Attorney  
Jessica Burnham, City Clerk  
Misti Lambert, Programs and Compliance Manager

#### DISCUSSION ITEM

##### 1. Land Development Regulations (LDR) Update

City Manager Aaron Mercer provided the City Council with an overview of the proposed changes, describing the code as a “living document” and noting that the evening’s goal was to walk through the sections where modifications were believed to be necessary. City Attorney Jennifer Cotch explained the purpose of the “cheat sheet” provided to the Council, which was to help everyone get on the same page when working through the updates and ensure consistency in the code language. She emphasized that the intent is to adopt the Land Development Regulations (LDR) as a whole, making this an opportunity to clean up the ordinance in its entirety.

The Council discussed accessory dwelling units (ADUs), expressing general support for allowing them but clarifying that only site-built ADUs should be permitted. Sheds and retrofitted RVs were excluded from consideration as acceptable ADU structures. In Chapter 3 – Administration, discussion centered on changes that reflect existing operations—designating the City Manager, rather than the City Clerk, as the administrative officer responsible for actions such as issuing development orders and permits.

Within Section 2, a proposed change would reduce the waiting period to reapply for rezoning after a denial from one year to six months. There was also support for requiring all new developments to come before the Council as Planned Unit Developments (PUDs) to allow for more thorough review and oversight.

In Chapter 6 – Zoning District Regulations, Council discussed the possible removal of the R-5 district, citing ongoing evaluation of the need for multi-family zoning and its potential overlap with the MF-12 district. They also recommended standardizing the minimum single-family home size to 1,500 square feet across districts such as R-3 and UR-5. Another key recommendation was to eliminate all overlay districts, including the Primary and Secondary Downtown Overlays, and instead designate a single Central Business District.

The discussion concluded with proposed changes to Conditional Use Permits (CUPs). Council Members suggested that CUPs should include clear timeframes and require formal transfer if property ownership changes, ensuring continued accountability under the approved conditions.

## **ADJOURNMENT**

With no further business for discussion, the meeting adjourned at approximately 7:02 p.m.

---

Christopher R. Creech, Mayor

---

Jessica Burnham, FCRM City Clerk



## UMATILLA CITY COUNCIL WORK SESSION

July 8, 2025 at 5:00 PM

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

### MINUTES

---

#### PLEDGE OF ALLEGIANCE AND INVOCATION

#### CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech led the Pledge of Allegiance, gave the Invocation, and called the City Council Work Session to order at 5:00 pm.

#### ROLL CALL

##### MEMBERS PRESENT

Christopher Creech, Mayor  
Katherine Adams, Vice Mayor  
John Nichols, Council Member  
Bear Crockett, Council Member  
Fred Fetterolf, Council Member

##### ALSO PRESENT

Aaron Mercer, Interim City Manager  
Adam Bolton, Assistant City Manager  
Jennifer Cotch, City Attorney  
Jessica Burnham, City Clerk  
Misti Lambert, Programs and Compliance Manager

#### DISCUSSION ITEM

##### 1. Land Development Regulations (LDR) Update

Discussion resumed with Chapter 7 of the City Code, focusing on Conditional Uses and Special Exceptions. A key point of discussion was the proposed requirement that certain uses—such as drive-through restaurants, gas stations, smoke shops, tattoo parlors, and pawn shops—must be spaced at least 4,000 feet apart. This spacing restriction aims to prevent over-concentration of these types of businesses in any given area. Additionally, it was emphasized that such uses would still require Conditional Use Permits (CUP) and City Council approval to ensure appropriate placement and community impact. The Council also confirmed that gaming facilities would not be allowed at all within the City. There was a recommendation to strengthen landscaping requirements by enhancing enforcement provisions and to implement annual inspections for CUP holders to maintain compliance.

In Chapter 8, the Council reviewed miscellaneous regulations, paying particular attention to setbacks for accessory structures. Updates included the addition of side setback requirements, revised rules for home-based businesses, and new regulations for donation bins.

Chapter 12 addressed utility-related updates, with discussion focusing on encouraging the transition from septic systems to sewer lines where available. The Council also reviewed improvements to cross-connection control and backflow prevention regulations, aimed at better protecting the City's water systems.

Finally, Chapter 16 on sign regulations was discussed, specifically the directional sign footage limitations in Planned Future Village (PFV) areas. The Council expressed interest in either eliminating the restriction altogether or revising the code language to allow the City Manager to approve such signage, streamlining the approval process while maintaining oversight.

## **ADJOURNMENT**

With no further business for discussion, the meeting adjourned at approximately 6:58 p.m.

---

Jessica Burnham, FCRM City Clerk

---

Christopher R. Creech, Mayor



## UMATILLA CITY COUNCIL MEETING

July 15, 2025 at 6:00 PM

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

### MINUTES

---

#### PLEDGE OF ALLEGIANCE AND INVOCATION

#### CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech led the Pledge of Allegiance, gave the Invocation, and called the Regular City Council Meeting to order at 6:00 pm.

#### ROLL CALL

##### MEMBERS PRESENT

Christopher Creech, Mayor  
Katherine Adams, Vice Mayor  
Bear Crockett, Council Member  
Fred Fetterolf, Council Member

##### NOT PRESENT

John Nichols, Council Member  
Aaron Mercer, Interim City Manager  
Adam Bolton, Assistant City Manager  
Jessica Burnham, City Clerk  
Misti Lambert, Programs and Compliance Manager

##### ALSO PRESENT

Kevin Stone, City Attorney  
Regina Frazier, Finance Director  
David Seeley, Chief of Police  
Amy Stultz, Library Director  
Vaughan Nilson, Public Works Director

#### AGENDA REVIEW

Mayor Creech asked Ms. Frazier if there were any changes to the agenda. Ms. Frazier asked for the budget presentation to be moved to after the Mid-Year Budget Amendment.

**MOTION TO APPROVE THE AGENDA WITH THE STATED CHANGES BY VICE MAYOR ADAMS; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.**

#### MINUTES REVIEW

1. Approval of Meeting Minutes  
- July 1, 2025, Regular City Council Minutes

**MOTION BY COUNCIL MEMBER FETTEROLF TO APPROVE THE JULY 1, 2025, REGULAR CITY COUNCIL MINUTES; SECONDED BY VICE MAYOR ADAMS; MOTION PASSED BY A UNANIMOUS VOICE VOTE**

## **PRESENTATIONS**

\*This item was moved and heard after item #8

2. Budget Presentation

## **PUBLIC COMMENT**

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

## **CONSENT AGENDA**

3. Resolution No. 2025-12, Library Impact Fee Grant
4. Resolution No. 2025-15, Fourth Amendment to Interlocal Agreement with Lake County for Library Services
5. Resolution No. 2025-17, LLA Tax Exemption Opt Out

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

## **PUBLIC HEARING / ORDINANCES / RESOLUTIONS**

6. Final Reading of Ordinance No. 2025-I, Food Trucks

City Attorney Stone read the Ordinance by title.

### **ORDINANCE NO. 2025-I**

**AN ORDINANCE OF THE CITY OF UMATILLA, FLORIDA, AMENDING PART II, CODE OF ORDINANCES, CHAPTER 6, "AMUSEMENTS AND ENTERTAINMENTS," ARTICLE IV, "OPEN AIR AND MOBILE FOOD TRUCK VENDORS," TO PERMIT MOBILE FOOD VENDORS TO OPERATE SEVEN DAYS PER WEEK AND WITHIN 500 FEET OF ABRICK-AND-MORTAR RESTAURANT WITH WRITTEN CONSENT; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

City Attorney stated that there had been no changes since first reading.

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

**MOTION BY VICE MAYOR ADAMS TO APPROVE FINAL READING OF ORDINANCE NO. 2025-I, FOOD TRUCKS; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY A ROLL CALL VOTE.**

|                          |     |
|--------------------------|-----|
| Vice Mayor Adams         | YES |
| Council Member Crockett  | YES |
| Council Member Fetterolf | YES |
| Mayor Creech             | YES |

7. Resolution No. 2025-02, Mid-Year Budget Amendment

City Attorney Stone read the Resolution by title only.

**Resolution No. 2025-02**

**A RESOLUTION OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, TO PROVIDE FOR CHANGES IN THE FISCAL YEAR 2024-2025 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.**

Ms. Frazier provided the council with an overview of the agenda item and mentioned that during the fiscal year, the City's budget is adjusted to include various grants and revenue changes, which require City Council approval. This amendment updates several grants, adjusts minor revenues, incorporates audited fund balances from the previous year, and increases building permit revenues and expenditures due to higher-than-expected activity.

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

**MOTION BY VICE MAYOR ADAMS TO APPROVE RESOLUTION NO. 2025-05, MID-YEAR BUDGET AMENDMENT; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.**

**\* The Budget Presentation was now heard**

Mr. Frazier went over the proposed Budget for Fiscal Year 2025-2026 and stated the total property values are \$317,134,147, reflecting a 12.74% increase from last year. New construction values have risen sharply to \$25,056,126, marking a 261% increase compared to 2025. The proposed millage rate is set at 7.2377 mills, which represents a modest increase of 0.1288 mills or 1.8%, but it remains the roll-back rate. This rate is expected to generate the same amount of revenue as the previous year, with additional funds coming primarily from new construction. Due to the significant growth in new construction, there is an increased demand for services, and therefore, additional revenue should be allocated towards funding these new service needs rather than covering

existing cost increases.

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

Discussion was held regarding the proposed budget and potential options for the CRA.

**MOTION BY VICE MAYOR ADAMS TO SET PROPOSED MILLAGE RATE OF 7.2377 MILLS FOR FISCAL YEAR 2025-2026; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.**

8. Resolution No. 2025-16, Initial Assessment Resolution, Amended and Restated

City Attorney Stone read the Resolution by title only.

**Resolution No. 2025-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF UMATILLA, FLORIDA; REIMPOSING FIRE SERVICES ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; ESTABLISHING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; CONFIRMING, AMENDING, AND RESTATING THE INITIAL ASSESSMENT RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Frazier provided the council with an overview of the Fire Assessment Fee, originally established in 2018 through Ordinance 2018-C and related resolutions, to fund fire protection services, address public safety needs, relieve the general fund, and allow the City to address other priorities. This year, Accenture Infrastructure and Capital Projects Consulting, LLC conducted a study with updated methodology, categories, and findings. Based on this, Resolution 2025-16 amends and restates the Initial Assessment Resolution to ensure clarity, maintain legal sufficiency, and reimpose Fire Services Assessments for the next fiscal year. Notices will be sent to each assessed property owner with the Truth in Millage notice from the Property Appraiser, meeting the mailing requirement, and a public hearing notice will be published by August 21, 2025. The hearing is scheduled for September 11, 2025, when the City Council will hear public comments and consider imposing the Fire Services Assessments for the fiscal year beginning October 1, 2025, with collections to occur on the same bill as ad valorem taxes under the Uniform Assessment Collection Act.

Council deliberated on the three available scenarios.

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

**MOTION BY COUNCIL MEMBER FETTEROLF TO APPROVE RESOLUTION NO. 2025-16,**

**INITIAL ASSESSMENT RESOLUTION, AMENDED AND RESTATED; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.**

**NEW BUSINESS**

**DISCUSSION ITEMS**

9. Discussion on Customer Credit Program for Transitioning to Electronic Utility Billing

Ms. Frazier presented a proposal to encourage more residents to switch from paper utility bills to electronic billing in order to reduce costs and improve efficiency. The City currently mails about 1,545 bills and notices each month, costing roughly \$3,000 plus staff time for coordination with the bill print provider. The proposed campaign would offer a one-time \$20 utility account credit to customers who sign up for e-billing and remain enrolled for at least one year, offsetting the \$2-per-month printing cost per customer. Benefits of e-billing include eliminating mail delays, reducing delinquent payments and service interruptions, saving staff time, and enhancing payment security by reducing risks of mail theft, identity theft, and compromised payment information. Customers would also gain more control through the online payment portal and pay-by-text feature. Additionally, the initiative supports environmental conservation by reducing paper use, waste, and deforestation, aligning with the values of "Nature's Hometown".

Council reached consensus to move forward with a resolution establishing the customer credit program for e-billing.

**REPORTS**

10. Staff Reports

Ms. Frazier had nothing to report.

City Attorney Stone had nothing to report.

Council Member Fetterolf had nothing to report.

Council Member Crockett expressed appreciation to the Police Department after requiring their assistance.

Vice Mayor Adams had nothing to report.

Mayor Creech had nothing to report.

Ms. Stultz had nothing to report.

Mr. Nilson had nothing to report.

Chief Seeley had nothing to report.

**ADJOURNMENT**

With no further business for discussion, the meeting adjourned at approximately 7:15 p.m.

---

Jessica Burnham, CMC, FCRM  
City Clerk

---

Christopher R Creech, Mayor



## UMATILLA CITY COUNCIL WORK SESSION

July 22, 2025 at 5:00 PM

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

### MINUTES

---

#### PLEDGE OF ALLEGIANCE AND INVOCATION

#### CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech led the Pledge of Allegiance, gave the Invocation, and called the City Council Work Session to order at 5:00 pm.

#### ROLL CALL

##### MEMBERS PRESENT

Christopher Creech, Mayor  
Katherine Adams, Vice Mayor  
Bear Crockett, Council Member  
Fred Fetterolf, Council Member

##### ALSO PRESENT

Aaron Mercer, Interim City Manager  
Adam Bolton, Assistant City Manager  
Jennifer Cotch, City Attorney  
Jessica Burnham, City Clerk  
Sherie Lindh, LPG Urban & Regional Planners

#### DISCUSSION ITEM

##### 1. Land Development Regulations (LDR) Update

The City Council continued its review of the Land Development Regulations (LDR), focusing on Chapters 17 through 22. Chapters 17 (Environmental Protection), 18 (Wellfield and Aquifer Protection), and 19 (Historic and Archaeological Resource Protection) were identified as housekeeping items, requiring no significant revisions or further discussion.

In Chapter 20 – Variance Procedures, the Council supported revisions that streamline the process by directing variance applications straight to the City Council, removing the Planning and Zoning Board from the process. Additionally, applicants will now be responsible for posting notices on their property, shifting that duty from staff.

Chapter 21 – Alternative Water Supply was briefly discussed, with clarification that it refers to any non-traditional or supplemental sources of water, supporting sustainability and resilience in future water use.

Discussion of Chapter 22 – Communication Facilities in Public Rights-of-Way centered around regulating the height of utility poles, particularly those installed by Duke Energy. Concerns were raised about prohibiting poles

taller than 80 feet in the Central Business District (CBD) and 100 feet in all other areas. City Attorney Jennifer Cotch was asked to review whether such height restrictions are legally permissible. The chapter also includes updated language related to franchise agreements.

Staff confirmed that a new draft of the updated LDR—including all the notes and feedback from recent meetings—will be sent out to Council for review. However, due to a recently passed Senate bill, the City is currently limited in its ability to make further additions or amendments to the draft until more guidance is available.

Looking ahead, Council agreed there is a need to revisit and update the Community Redevelopment Area (CRA) plan. Staff will begin preparing for that process and schedule it for Council discussion. Additional topics flagged for future discussion included septic-to-sewer conversion regulations, which may be governed by state statute, and the evaluation of different curbing options that could be implemented in new subdivisions. These items will be addressed in the next phases of the code review.

## **ADJOURNMENT**

With no further business for discussion, the meeting adjourned at approximately 5:56 p.m.

---

Christopher R. Creech, Mayor

---

Jessica Burnham, FCRM City Clerk



# PROCLAMATION

## CITY OF UMATILLA, FLORIDA

**WHEREAS**, the City of Umatilla mourns the passing of Mr. Lowell Collins, a lifelong resident, servant-leader, and respected member of our community, who was born on August 20, 1929, and passed away in 2025, leaving behind a legacy defined by service, generosity, and deep civic pride; and

**WHEREAS**, Mr. Collins graduated from Umatilla High School in 1947 and went on to serve our nation with honor in the United States Air Force beginning in 1949; and

**WHEREAS**, Mr. Collins was a lifelong member of civic and religious organizations, including the First United Methodist Church of Umatilla and the Umatilla Masonic Lodge, where he faithfully offered leadership, fellowship, and service to his neighbors; and

**WHEREAS**, at the First United Methodist Church, Mr. Collins served on the Building Committee, as Chair of the Administrative Board, and as President of the United Methodist Men's Group, contributing to the growth and strength of his church family; and

**WHEREAS**, Mr. Collins was a selfless and prolific blood donor, beginning his lifelong commitment on Christmas Eve in 1953 to save the life of a local pastor's wife, and continuing until January 2024, ultimately donating an extraordinary 173 gallons of blood during his lifetime; and

**WHEREAS**, Mr. Collins was also a dedicated steward of local history, co-founding the Umatilla Historical Museum and preserving the stories and heritage of the city he loved; and

**WHEREAS**, Mr. Collins lived a life marked by humility, compassion, faith, and a commitment to the betterment of others, leaving a lasting legacy that will continue to inspire future generations;

**NOW, THEREFORE**, I, Christopher R Creech, Mayor of the City of Umatilla, Florida, on behalf of the City Council and the citizens of Umatilla, do hereby proclaim a deep appreciation for the dedicated service and contributions of Lowell Collins.

Signed this 19<sup>th</sup> day of August, 2025

---

Christopher R Creech  
Mayor of the City of Umatilla



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

---

**DATE:** July 30, 2025

**MEETING DATE:** August 19, 2025

**SUBJECT:** Special Event Application for The City of Umatilla's Halloween Trunk-or-Treat

---

### **BACKGROUND SUMMARY:**

The Umatilla Public Library is applying to host a “Trunk or Treat” program for children on Saturday, October 25, 2025 from 10:00 am – 12:00 pm. The event will be held on the grassy median with a sidewalk between Hatfield Dr. and Central Ave. The application site plan includes a request for the city to close Hatfield Dr. before the McDonald’s entrance to the exit at the back of the library. Barricades and garbage cans are requested.

### **RECOMMENDATIONS:**

Approval of Special Event Application for the City of Umatilla's Halloween Trunk-or-Treat

### **FISCAL IMPACTS:**

N/A

### **ATTACHMENTS:**

1. Special Events App
  2. Color - Library Trunk or Treat 2025 Site Plan
-

## Special Events Application

Application must be submitted a minimum of 45 days prior to event

### -----Applicant Information-----

Event Sponsor Name: Umatilla Public Library & the Friends of the Umatilla Public Library

Address: 412 Hatfield Dr.

Umatilla FL 32784  
City State Zip Code  
Phone Number: 352-669-3284 Email: astultz@umatillafli.org

### -----Event Information-----

Name of Event: Trunk or Treat

Date(s) of Event: Saturday, 10/25/25 Times: 10 (9 am setup) am / pm to 12 am / pm

Location of Event: Grassy median between Hatfield and Central Ave. # of Attendees: 100

### -----Application Submittal Checklist-----

all items must be included

- ◇ Certificate of Insurance with City of Umatilla named as additional insured – covered PRM
- ◇ Layout map with event schematic and emergency access routes
- ◇ Plan to address clean-up/waste removal – request city assistance with garbage cans
- ◇ Crowd control and traffic control measures – request city assistant with barricades
- ◇ Fire Extinguishers
- ◇ First Aid or Emergency Medical services
- ◇ Other information required by City Manager, Police and/or Fire Departments, Public Works

Reserved for City comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Application Approved ☐

Application Denied ☐

|                       |                                                                                     |                        |
|-----------------------|-------------------------------------------------------------------------------------|------------------------|
| City Manager          |  | Date                   |
| Police Chief          |                                                                                     | Date <u>08/05/2025</u> |
| Fire Chief            |                                                                                     | Date                   |
| Public Works Director | <u>Vaughan Nilson</u>                                                               | Date <u>8.4.25</u>     |

# Library Trunk or Treat 2025 Site Plan



Trunk or Treat on the grassy median between Hatfield Dr. and Central Ave.

Barricades block traffic for safety.  
Garbage Cans along sidewalk in median.  
Parking in front of library

Saturday, October 25, 2025. Vendor setup begins 9 am.  
Event from 10 am - 12 pm. Tear Down barricades 12 pm



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

---

**DATE:** August 14, 2025

**MEETING DATE:** August 19, 2025

**SUBJECT:** Memorandum of Understanding with SECO for use of Property Staging Area during Emergencies

---

### **BACKGROUND SUMMARY:**

This MOU provides permission for SECO to temporarily use property located near the City of Umatilla Airport, specifically Parcel ALT KEYS# 3793276 & 3793277 (+/- 4.4 acres) for the purpose of establishing a staging area for utility vehicles and support operations during disaster recovery efforts in the 2025 Hurricane Storm Season.

SECO has also provided a Hold Harmless document that also requires them to repair any damage to the property related to the staging of trucks and equipment.

### **RECOMMENDATIONS:**

Staff Recommends Approval

### **FISCAL IMPACTS:**

None

### **ATTACHMENTS:**

1. MOU-Fillable.Use of Property Staging Area Agreement.2025 (1)
  2. Storm Staging MOU City OF Umatilla with Hold Harmlessv2
  3. SECO MOU Map south of airport map
-



## MEMORANDUM of UNDERSTANDING

TO:

FROM:

DATE:

SUBJECT:

### Agreement for Use of Property as Staging Area during Emergencies

The following is based on an agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, **between**

**and** Sumter Electric Cooperative, Inc. d/b/a/ SECO Energy, whose headquarters is located at 330 S Hwy 301, Sumterville, FL 33585, to use the property located at:

for the purpose of establishing a 'staging area' location for utility vehicles for a disaster recovery period during natural disaster conditions, during the 2025 Hurricane Storm Season.

SECO Energy will provide notification prior to utilization by the following procedures:

- SECO Energy will contact the following assigned staff members prior to facility utilization:  
(provide two contacts, if possible)

Name

Name

Position

Position

Contact Number

Contact Number

**NOTE:** SECO Energy shall be responsible for keeping the premises secured at all times during use and will repair any damages caused.

**SECO Energy**

SECO Energy Representative Signature

Authorized Signature

Print Name

Print Name

Date

Date



# MEMORANDUM OF UNDERSTANDING

## Storm Staging Site Use – City of Umatilla Airport

This Memorandum of Understanding (“MOU”) is made this 19<sup>th</sup> day of August, 2025, between:

City of Umatilla, whose principal office is located at: 1 South Central Avenue

Sumter Electric Cooperative, Inc. d/b/a SECO Energy (“SECO”), whose principal office is located at:

330 South US 301, Sumterville, FL 33585

### Purpose:

This MOU provides permission for SECO to temporarily use property located near the City of Umatilla Airport, specifically Parcel ALT KEYS# 3793276 & 3793277 (+/- 4.4 acres)

for the purpose of establishing a staging area for utility vehicles and support operations during disaster recovery efforts in the 2025 Hurricane Storm Season.

### Notification Procedure:

Prior to use, SECO will notify the City by contacting the following designated staff (if left blank no prior notification required):

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_

And:

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Phone/Email: \_\_\_\_\_

[Name]

Page 2

[Date]

### Responsibilities:

- SECO will be responsible for securing the premises at all times during its use.
- SECO will repair any damage caused to the property during its use.

### Hold Harmless:

SECO agrees to hold harmless the City of Umatilla from any claims or liabilities arising out of its use of the property, except to the extent caused by the negligence or willful misconduct of the City.

This MOU may be terminated by either party at any time with written notice.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

---

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

**Sumter Electric Cooperative, Inc. d/b/a SECO Energy**

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

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

---

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

**City of Umatilla**

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

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

# SECO MOU Staging Agreement





## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

---

**DATE:** July 28, 2025

**MEETING DATE:** August 19, 2025

**SUBJECT:** Resolution No. 2025-18, Credit for Utility Customers that use E-Billing

---

#### **BACKGROUND SUMMARY:**

At the July 15, 2025, City Council meeting, Council directed staff to move forward with a campaign encouraging utility customers to enroll in electronic billing. The City currently mails approximately 1,545 utility bills and notices monthly, costing around \$3,000 in printing and postage, along with considerable staff time for processing. Transitioning customers to e-billing will reduce costs, lighten administrative workload, and improve service efficiency.

Electronic billing offers faster, more secure delivery of bills, helping to prevent delays, missed payments, and potential service interruptions. To encourage participation, the City proposes offering a one-time \$20 credit to customers who enroll and remain enrolled for at least one year.

#### **RECOMMENDATIONS:**

Approval of Resolution No. 2025-18, Credit for Utility Customers that use E-Billing

#### **FISCAL IMPACTS:**

Up to \$30,900 in credits

#### **ATTACHMENTS:**

1. Resolution 2025-18 Utility E-billing
-

## **RESOLUTION NO. 2025-18**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, ESTABLISHING A ONE-TIME UTILITY BILL CREDIT INCENTIVE FOR CUSTOMERS WHO ENROLL IN ELECTRONIC BILLING; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Umatilla currently mails approximately 1,545 utility bills and notices monthly, incurring approximately \$3,000 in hard printing and mailing costs, as well as significant staff time for coordination and processing; and

**WHEREAS**, encouraging utility customers to enroll in electronic billing will reduce printing and mailing costs, decrease administrative workload, and improve efficiency of utility billing operations; and

**WHEREAS**, customers who enroll in electronic billing will benefit from faster delivery of bills and notices, reducing mail-related delays and the potential for delinquent payments and service interruptions; and

**WHEREAS**, electronic billing reduces risks associated with mail theft, identity theft, and compromised payment information by allowing customers to securely access and pay their bills online, including convenient pay-by-text features; and

**WHEREAS**, the City of Umatilla supports environmental conservation efforts by reducing paper consumption and waste, contributing to the protection of natural resources consistent with the City's values as "Nature's Hometown"; and

**WHEREAS**, as an incentive to encourage electronic billing enrollment, the City desires to offer a one-time credit of twenty dollars (\$20.00) to utility accounts that sign up for electronic billing and remain enrolled for a minimum of one (1) year.

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

**Section 1. Purpose and Intent.** The City Council hereby establishes a program to incentivize utility customers to enroll in electronic billing to reduce costs, improve service efficiency, enhance payment security, and promote environmental conservation.

**Section 2. One-Time Credit Incentive.** A one-time credit in the amount of twenty dollars (\$20.00) shall be applied to the utility account of any customer who enrolls in electronic billing for monthly utility bills and notices and remains enrolled for a continuous period of at least one (1) year.

**Section 3. Implementation.** The City Manager or designee is authorized to develop and implement procedures to administer the electronic billing enrollment incentive program, including verification of enrollment and application of credits.

**Section 4. Notification and Promotion.** The City shall promote this program to utility customers through appropriate communications and encourage enrollment in electronic billing.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND RESOLVED** this 19<sup>th</sup> day of August 2025, by the City Council of the City of Umatilla.

**CITY OF UMATILLA, FLORIDA**

\_\_\_\_\_  
Christopher R. Creech, Mayor

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Kevin M. Stone, City Attorney



## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

---

**DATE:** August 13, 2025

**MEETING DATE:** August 19, 2025

**SUBJECT:** Resolution No. 2025-25, Grant Agreement with Florida Department of Environmental Protection for Funding of Umatilla Water System & Fire Flow Improvements

---

#### **BACKGROUND SUMMARY:**

The City was recently awarded \$1,293,000 million of Senate Appropriation funding for a water line replacement project that was sponsored by Senator Keith Trunow and Representative Nann Cobb. A resolution is required to be executed to receive the grant per FDEP guidelines.

The project will replace and extend approximately 5,100 LF of water mains across multiple corridors to enhance fire flow capabilities and reduce water loss, including: a 10" main along Golden Gem Dr. from Devault St. to SR-19; a 6" main along Palm Ct. from Rose St. to the end of Palm Ct.; a 6" main along Orange Ct. from Rose St. to the end of Palm Ct.; and a 6" main along S. Oak Ave. from Cassady St. to Rose St. The project will replace outdated infrastructure, improve fire flow, water pressure, and reliability, while supporting future growth and reducing operational costs.

#### **RECOMMENDATIONS:**

Approval of Resolution 2025-25

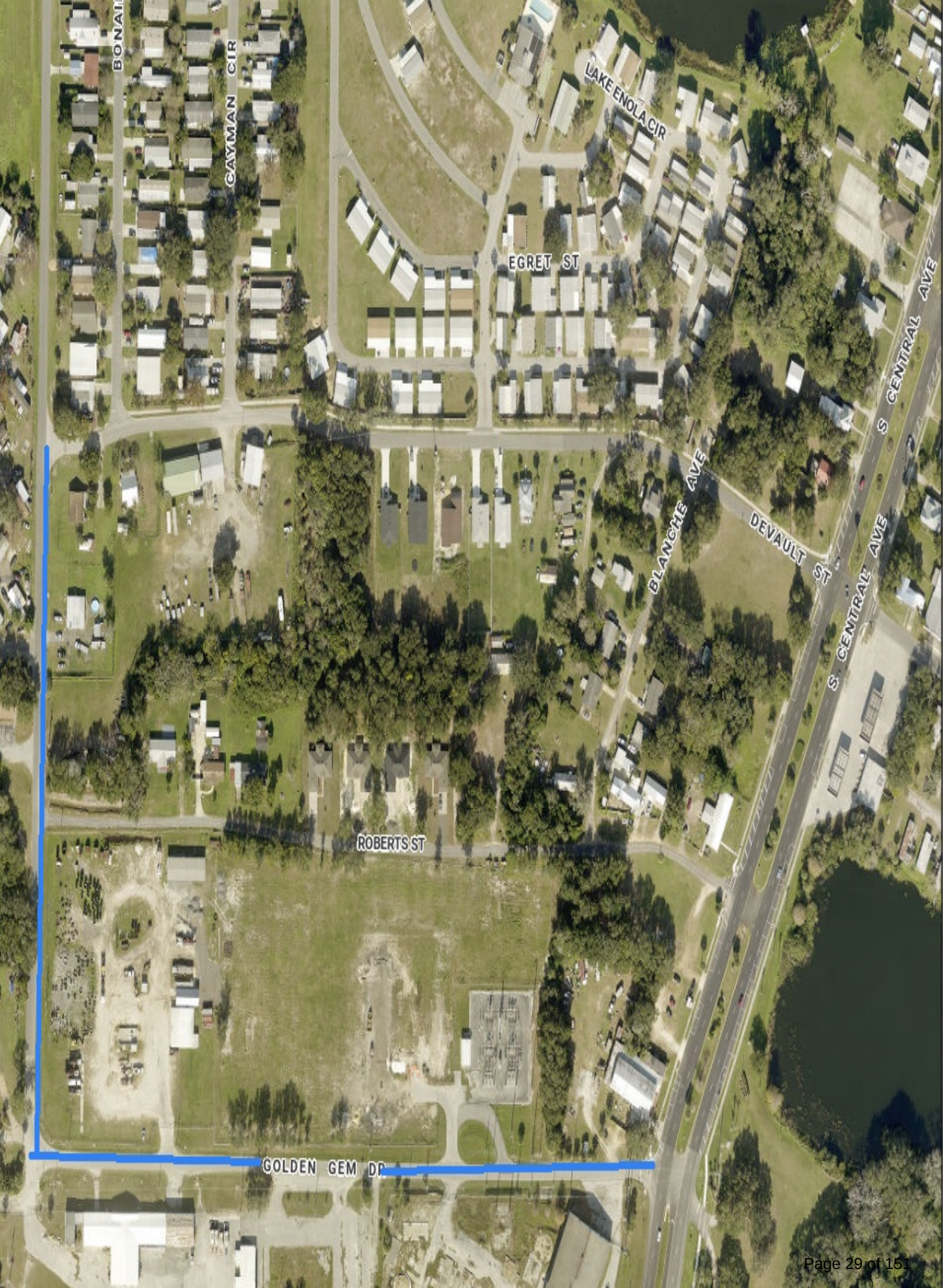
#### **FISCAL IMPACTS:**

\$1,293,000 Grant revenue

#### **ATTACHMENTS:**

1. Appropriations Water Line Replacement Map Area 1 Oak, Palm Ct, Orange Ct
  2. Appropriations Water Line Replacement Map Area 2 Goldem Gem - Devault to SR19
  3. Resolution 2025-25 ,FDEP Grant
-





**RESOLUTION NO. 2025-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING OF THE UMATILLA WATER SYSTEM CRITICAL NEEDS & FIRE FLOW IMPROVEMENTS PROJECT (PROJECT L0360); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Umatilla has been awarded funding in the amount of One Million Two Hundred Ninety-Three Thousand Dollars (\$1,293,000.00) from the Florida Department of Environmental Protection (FDEP) under Project L0360 for the Umatilla Water System Critical Needs & Fire Flow Improvements; and

**WHEREAS**, the funding will be provided as a cost-reimbursement grant for eligible work performed on or after July 1, 2025, subject to the terms of a grant agreement to be drafted by FDEP; and

**WHEREAS**, the City Council finds that acceptance of the grant funding and execution of the required agreement is in the best interest of the City and its residents.

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

**Section 1. Authorization.** The City Council hereby authorizes the City Manager to execute the grant agreement and any related documents, including forms, reports, and certifications, with the Florida Department of Environmental Protection for Project L0360 – Umatilla Water System Critical Needs & Fire Flow Improvements, and to take all necessary actions to implement the grant and manage the project.

**Section 2. Attestation and Transmission.** The City Clerk is authorized to attest to the City Manager's signature and to forward copies of this Resolution and the executed agreement to FDEP as required.

**Section 3. Conflict.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 4. Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional, such finding shall not affect the remaining portions of this Resolution.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Umatilla, Florida, this 19<sup>th</sup> day of August, 2025.

**CITY OF UMATILLA, FLORIDA**

\_\_\_\_\_  
Christopher R. Creech, Mayor

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Kevin M. Stone, City Attorney



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

---

**DATE:** August 5, 2025

**MEETING DATE:** August 19, 2025

**SUBJECT:** Resolution No. 2025-26, Cyber Security Act

---

### **BACKGROUND SUMMARY:**

Florida state statute 282.3185 requires that municipalities adopt the National Institute of Standards and Technology Cybersecurity Framework. This resolution will adopt the framework as the cybersecurity standard for the city of Umatilla and allow the City Manager or their designee to implement policy and procedures to comply with Florida State Statute 282.3185

### **RECOMMENDATIONS:**

Approve Resolution No. 2025-26, Cyber Security Act

### **FISCAL IMPACTS:**

N/A

### **ATTACHMENTS:**

1. Resolution No. 2025-26 - Cybersecurity Act
-

**RESOLUTION NO. 2025-26**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY CYBERSECURITY FRAMEWORK AS THE CYBERSECURITY STANDARD FOR THE CITY OF UMATILLA, FLORIDA; AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADOPT POLICIES AND PROCEDURES AS NECESSARY TO IMPLEMENT THE CYBERSECURITY FRAMEWORK AND COMPLY WITH THE PROVISIONS OF SECTION 282.3185, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO AFFIRM COMPLIANCE WITH THE REQUIREMENTS OF SECTION 282.3185, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 282.3185, Florida Statutes, the “Local Government Cybersecurity Act”, establishes certain cybersecurity requirements applicable to municipalities in the State of Florida;

**WHEREAS**, Section 282.3185(4), Florida Statutes, provides that “[e]ach local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework”;

**WHEREAS**, Section 282.3185(4)(c), Florida Statutes, requires each municipality with a population less than 25,000 to adopt cybersecurity standards by January 1, 2025;

**WHEREAS**, Section 282.3185(4)(d), Florida Statutes, requires each local government to notify the Florida Digital Service of its compliance with the Local Government Cybersecurity Act as soon as possible; and

**WHEREAS**, the City Council of the City of Umatilla finds that the National Institute of Standards and Technology Cybersecurity Framework is an appropriate cybersecurity framework to safeguard its data, information technology, and information technology resources, and that such cybersecurity framework is the general standard to which all cybersecurity policies and procedures of the City of Umatilla will adhere.

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

**Section 1. Recitals.** The foregoing recitals are restated and are incorporated herein for all purposes.

**Section 2. Adoption of Cybersecurity Standard.** The National Institute of Standards and Technology Cybersecurity Framework (the “Framework”) is the general standard to which all cybersecurity policies and procedures of the City of Umatilla will adhere.

**Section 3. Authorization to Adopt Policies and Procedures.** The City Manager or the City Manager’s designee are authorized to adopt policies and procedures consistent with the Framework to comply with the Local Government Cybersecurity Act and protect the City’s data, information technology, and information technology resources, and may additionally use other standards, policies, procedures, guidelines, and best practices from within any generally accepted cybersecurity standard to establish appropriate cybersecurity policies for the protection of the City’s data, information technology, and information technology resources, provided such other standards, policies, procedures, guidelines, and best practices are at least as stringent than those provided by the National Institute of Standards and Technology.

**Section 4. Authorization to Notify the Florida Digital Service of Compliance.** The City Manager or the City Manager’s designee are authorized to notify the Florida Digital Service and to affirm the City’s current compliance with the Local Government Cybersecurity Act.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the City Council of the City of Umatilla, Florida, at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2025.

---

Christopher R Creech, Mayor

ATTEST:

---

Jessica Burnham, FCRM, City Clerk

Approved as to form:

---

Kevin Stone, City Attorney



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

---

**DATE:** July 31, 2025

**MEETING DATE:** August 19, 2025

**SUBJECT:** Resolution No. 2025-28, FAA Airport Improvement Program Grant for Construction of Aircraft Parking Apron Expansion at Umatilla Municipal Airport

---

### **BACKGROUND SUMMARY:**

The City previously accepted grants from FAA and FDOT for the design of the apron expansion project. Last year the project was bid but was not funded by the FAA due to a shortfall in discretionary funding. The project was re-bid this year, and FAA has issued an Airport Improvement Program (AIP) grant for 95% of the construction cost for the apron expansion. Time is of the essence for this grant offer, the grant must be electronically signed and returned to FAA by August 20, 2025.

### **RECOMMENDATIONS:**

Approval of Resolution No. 2025-28, FAA Airport Improvement Program Grant for Construction of Aircraft Parking Apron Expansion at Umatilla Municipal Airport

### **FISCAL IMPACTS:**

\$1,242,545 AIP grant revenue

\$12,933 city airport match

### **ATTACHMENTS:**

1. Resolution No. 2025-28, FAA Airport Improvement Grant Aircraft Parking Apron
  2. X23-SOG-3-12-0026-018-2025-Grant Agreement - unsigned
-

## **RESOLUTION NO. 2025-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AUTHORIZING THE ACCEPTANCE AND EXECUTION OF FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT NO. 3-12-0026-018-2025 FOR UMATILLA MUNICIPAL AIRPORT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Umatilla (the “City”) owns and operates the Umatilla Municipal Airport; and

**WHEREAS**, the City has received a Grant Offer from the United States of America, acting through the Federal Aviation Administration (“FAA”), for Airport Improvement Program Project No. 3-12-0026-018-2025, to expand the General Aviation Apron (4,500 square yards) at the Umatilla Municipal Airport; and

**WHEREAS**, the Grant Agreement provides that the FAA will pay ninety-five percent (95%) of allowable project costs, not to exceed \$1,242,545, with the remaining project costs to be funded by the City; and

**WHEREAS**, the FAA requires that the governing body authorize an individual to execute the Grant Agreement on behalf of the City; and

**WHEREAS**, the City Council desires to accept the Grant Offer and authorize execution of the Grant Agreement;

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

**Section 1. Acceptance of Grant Offer.** The City Council hereby accepts the FAA’s Grant Offer for Airport Improvement Program Project No. 3-12-0026-018-2025 as set forth in the attached Grant Agreement, including all terms, conditions, assurances, and obligations therein.

**Section 2. Authorization to Execute.** The City Manager, Aaron D. Mercer, MPA, AICP, is hereby authorized and directed to execute the FAA Grant Agreement and any related documents on behalf of the City.

**Section 3. Funding Commitment.** The City affirms that it has sufficient funds available to pay the City’s share of the project costs and to operate and maintain the improvements funded by the Grant Agreement.

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

**PASSED AND ADOPTED** this 19<sup>th</sup> day of August 2025, by the City Council of the City of Umatilla, Florida.

**CITY OF UMATILLA, FLORIDA**

---

Christopher R. Creech, Mayor

ATTEST:

---

Jessica Burnham, CMC, FCRM, City Clerk

Approved as to form:

---

Kevin Stone, City Attorney



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Orlando Airports District Office:  
8427 South Park Circle, Suite 524  
Orlando, FL 32819

Mr. Aaron D. Mercer, MPA, AICP  
City Manager  
City of Umatilla  
1 South Central Avenue  
Umatilla, FL 32784

Dear Mr. Mercer:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0026-018-2025 at Umatilla Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 20, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Jennifer Ganley, (407) 487-7237, [jennifer.ganley@faa.gov](mailto:jennifer.ganley@faa.gov) is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Juan C. Brown  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2025 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

Federal Award Offer Date

Airport/Planning Area Umatilla Municipal Airport

Airport Infrastructure Grant  
Number 3-12-0026-018-2025

Unique Entity Identifier P4FAAQABEDV3

TO: City of Umatilla  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 28, 2025, for a grant of Federal funds for a project at or associated with the Umatilla Municipal Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Umatilla Municipal Airport (herein called the "Project") consisting of the following:

Expand General Aviation Apron (4,500 square yards) - Construction

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,242,545.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,242,545 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as noted in 49 U.S.C § 47142(b).
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
  - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
  - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
  - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
  - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.
3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
  4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
  5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
  6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR §

200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 20, 2025, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
  - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
  1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
  2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
  3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

## 22. **Trafficking in Persons.**

- 1. *Posting of contact information.*
  - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- 2. *Provisions applicable to a recipient that is a private entity.*
  - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
    - i. Severe forms of trafficking in persons;
    - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - iii. The use of forced labor in the performance of this grant; or any subaward; or
    - iv. Acts that directly support or advance trafficking in persons, including the following acts:
      - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
      - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
        - 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
        - 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
      - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
      - d) Charging recruited employees a placement or recruitment fee; or
      - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
  - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
    - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or
    - ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:
      - a) Associated with the performance under this Grant; or

- b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:
  - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
  - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
    - a) Associated with the performance under this Grant; or
    - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
- b. The FAA’s right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
- c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

- a. “Employee” means either:
  - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
  - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
- b. “Private Entity” means:

- i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
- ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated April 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

30. **Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:

- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
- b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including

waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
    - (1) additional conditions on the award;
    - (2) consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
    - (3) any other remedy legally available.
  - c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
  - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

### SPECIAL CONDITIONS

35. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining

airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - i. Location of all runways, taxiways, and aprons;
    - ii. Dimensions;
    - iii. Type of pavement; and,
    - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
  - 2. Inspection Schedule.
    - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
    - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  - 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    - i. Inspection date;
    - ii. Location;
    - iii. Distress types; and
    - iv. Maintenance scheduled or performed.
  - 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**36. Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  4. Qualifications of engineering supervision and construction inspection personnel;
  5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
  - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
  - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

---

*(Signature)*

---

*(Typed Name)*

---

*(Title of FAA Official)*

---

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
City of Umatilla

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

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

*(Typed Name of Sponsor's Authorized Official)*

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

*(Title of Sponsor's Authorized Official)*

---

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Sponsor's Attorney)

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

---

#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

##### 1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3, 4, 5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

---

**FOOTNOTES TO ASSURANCE (C)(1)**


---

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

---

**SPECIFIC ASSURANCES**


---

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

**2. Responsibility and Authority of the Sponsor.**
**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

## **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

## **27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

## **28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
  - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
  - 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or
  - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Umatilla, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist\\_0.pdf](https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf)) for AIP projects as of April 28, 2025.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  - 1. Describes the requests;
  - 2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

#### **40. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

---

**DATE:** July 31, 2025

**MEETING DATE:** August 19, 2025

**SUBJECT:** Resolution No. 2025-27, Public Transportation Grant Agreement (PTGA) Construction of Aircraft Parking Apron at Umatilla Municipal Airport

---

#### **BACKGROUND SUMMARY:**

The City previously accepted grants from FAA and FDOT for the design of the apron expansion project. Last year the project was bid but was not funded by the FAA due to a shortfall in discretionary funding. The project was re-bid this year, and FAA has issued an Airport Improvement Program (AIP) grant for 95% of the construction cost for the apron expansion. With FAA assistance confirmed, FDOT has offered a Public Transportation Grant Agreement (PTGA) that will cover an additional 4% of the construction cost.

#### **RECOMMENDATIONS:**

Approval of Resolution No. 2025-27, Public Transportation Grant Agreement (PTGA) Construction of Aircraft Parking Apron at Umatilla Municipal Airport

#### **FISCAL IMPACTS:**

\$51,733 FDOT grant revenue  
\$12,933 city airport match

#### **ATTACHMENTS:**

1. Resolution 2025-27, PTGA Construction of Aircraft Parking Apron at Umatilla Municipal Airport
  2. To Sponsor PTGA 454112-1 Construct Rehab Apron Expansion\_X23
-

**RESOLUTION NO. 2025-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ACCEPTING THE PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) 454112-1-94-01 FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF THE DEPARTMENT'S PARTICIPATION IN CONSTRUCTION OF AIRCRAFT PARKING APRON EXPANSION AT UMATILLA MUNICIPAL AIRPORT; AUTHORIZING CITY OFFICIALS TO EXECUTE SAID AGREEMENT; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Umatilla, Lake County, Florida, on August 19, 2025, approved Public Transportation Grant Agreement 454112-1-94-01 with the State of Florida Department of Transportation, for the purpose of the department's participation in construction of aircraft parking apron expansion at Umatilla Municipal Airport.

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

**Section 1. Acceptance of Agreement:** The City Council hereby accepts the Public Transportation Grant Agreement 454112-1-94-01 from the Florida Department of Transportation for the construction of aircraft parking apron expansion project at Umatilla Municipal Airport. The project funding, in the amount of up to \$1,293,322 the department agrees to participate in the project cost up to the maximum amount of \$51,733 and shall not exceed 4.00% of the total eligible cost.

**Section 2. Authorization to Execute Agreement:** The Mayor or City Manager is hereby authorized and directed to execute the Public Transportation Grant Agreement on behalf of the City of Umatilla.

**Section 3. Budget Amendment:** The Finance Director is hereby directed to amend the City's budget to reflect the increase in funding resulting from this agreement.

**Section 4. Savings Clause:** If any section, sentence, clause, phrase, or word of this Resolution is found to be unconstitutional, invalid, or unenforceable, such finding shall not affect the validity of the remaining portions of this Resolution, which shall remain in full force and effect as if the invalid part had not been included.

**Section 5. Effective Date:** This Resolution shall take effect immediately upon its adoption by the City Council of the City of Umatilla, Lake County, Florida, on the 19th day of August 2025.

Attest:

\_\_\_\_\_  
Christopher R. Creech, Mayor

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

|                                                                                        |                                                                                                                                                                                               |                                                                                                                                             |
|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Financial Project Number(s):<br>(item-segment-phase-sequence)<br><u>454112-1-94-01</u> | Fund(s):<br><u>Work Activity Code/Function: 215</u><br>Federal Award<br>Identification Number (FAIN) – Transit only: <u>N/A</u><br>Federal Award Date: <u>N/A</u><br>Agency UEI Number: _____ | DDR<br><u>FLAIR Category: 088719</u><br>Object Code: <u>740100</u><br>Org. Code: <u>55052000531</u><br>Vendor Number: <u>VF596000442009</u> |
| Contract Number: _____                                                                 |                                                                                                                                                                                               |                                                                                                                                             |
| CFDA Number: <u>N/A</u>                                                                |                                                                                                                                                                                               |                                                                                                                                             |
| CFDA Title: <u>N/A</u>                                                                 |                                                                                                                                                                                               |                                                                                                                                             |
| CSFA Number: <u>N/A</u>                                                                |                                                                                                                                                                                               |                                                                                                                                             |
| CSFA Title: <u>N/A</u>                                                                 |                                                                                                                                                                                               |                                                                                                                                             |

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Construction of Aircraft Parking Apron Expansion at Umatilla Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ \*Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ \*Exhibit B2: Advance Payment Financial Provisions
- ☐ \*Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ \*Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- ☒ Exhibit F: Contract Payment Requirements  
☐ \*Exhibit G: Audit Requirements for Awards of State Financial Assistance  
☐ \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance  
☐ \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor  
☐ \*Additional Exhibit(s):

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

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

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

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

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

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**9. Project Cost:**

- a. The estimated total cost of the Project is \$1,293,322. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$51,733 and, the Department's participation in the Project shall not exceed 4.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
- ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

**Description and Responsibilities**, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

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

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
  - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii.** ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

## 12. Contracts of the Agency:

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

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

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

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the Federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  - 5. Withhold further Federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
  - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
  - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
  - iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.
- i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

**19. Miscellaneous:**

- a. Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Umatilla

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

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

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

Name: James S. Stroz, Jr., P.E.

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

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

\_\_\_\_\_

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The project includes approximately 4,500 SY of aircraft parking apron expansion and a connector to the parallel taxiway. Pavement marking, apron lighting, clearing and grubbing, modification to the security fence, and stormwater improvements required by St. John's River Water Management District (SJRWMD) are also included.

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

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation/Reconstruction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, lighting and signage, replace airport beacon and rehabilitate pole, power and control services, drainage, and utilities, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement.

The specifics of the Project Scope for construction are described in and limited by the Project Construction Plans identified as "AIRCRAFT PARKING APRON EXPANSION AND ROTATING BEACON REHABILITATION AT UMATILLA MUNICIPAL AIRPORT" prepared by AVCON, Inc., dated May 2024, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Final close out documents to be uploaded in JACIP.

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

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

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

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



# Attachment C



## APRON EXPANSION AND BEACON REHABILITATION PROJECT SKETCH

UMATILLA MUNICIPAL AIRPORT FDOT, CITY OF UMATILLA, FLORIDA



SHEET

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

**EXHIBIT B**

**Schedule of Financial Assistance**

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

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

| Financial Management Number       | Fund Type | FLAIR Category | State Fiscal Year | Object Code | CSFA/CFDA Number | CSFA/CFDA Title or Funding Source Description | Funding Amount        |
|-----------------------------------|-----------|----------------|-------------------|-------------|------------------|-----------------------------------------------|-----------------------|
| 454112-1-94-01                    | DDR       | 088719         | 2026              | 740100      | N/A              | N/A                                           | \$51,733.00           |
| 454112-1-94-01                    | FAA       | 088719         | 2026              | 740100      | N/A              | N/A                                           | \$1,228,656.00        |
| 454112-1-94-01                    | LF        | 088719         | 2026              | 740100      | N/A              | N/A                                           | \$12,933.00           |
| <b>Total Financial Assistance</b> |           |                |                   |             |                  |                                               | <b>\$1,293,322.00</b> |

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

| Phases*                                     | State              | Local              | Federal               | Totals                | State % | Local % | Federal % |
|---------------------------------------------|--------------------|--------------------|-----------------------|-----------------------|---------|---------|-----------|
| Land Acquisition                            | \$0.00             | \$0.00             | \$0.00                | \$0.00                | 0.00    | 0.00    | 0.00      |
| Planning                                    | \$0.00             | \$0.00             | \$0.00                | \$0.00                | 0.00    | 0.00    | 0.00      |
| Environmental/Design/Construction           | \$0.00             | \$0.00             | \$0.00                | \$0.00                | 0.00    | 0.00    | 0.00      |
| Capital Equipment/ Preventative Maintenance | \$0.00             | \$0.00             | \$0.00                | \$0.00                | 0.00    | 0.00    | 0.00      |
| Match to Direct Federal Funding             | \$51,733.00        | \$12,933.00        | \$1,228,656.00        | \$1,293,322.00        | 4.00    | 1.00    | 95.00     |
| Mobility Management (Transit Only)          | \$0.00             | \$0.00             | \$0.00                | \$0.00                | 0.00    | 0.00    | 0.00      |
| <b>Totals</b>                               | <b>\$51,733.00</b> | <b>\$12,933.00</b> | <b>\$1,228,656.00</b> | <b>\$1,293,322.00</b> |         |         |           |

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

|                                                                  |  |
|------------------------------------------------------------------|--|
| <b>Scope Code and/or Activity Line Item (ALI) (Transit Only)</b> |  |
| <b>Common Name/UZA Name (Transit Only)</b>                       |  |

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

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

Luci Taylor

Department Grant Manager Name

Signature

Date

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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

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

Insert District PIO contact info:

800-780-7102

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

DEPARTMENT CONTRACT NO.: \_\_\_\_\_

FINANCIAL MANAGEMENT NO.: \_\_\_\_\_

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

By: \_\_\_\_\_, P.E.

SEAL:

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

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

**EXHIBIT E**

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

**A. General.**

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

**B. Agency Compliance Certification.**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

**b. Florida Administrative Code (FAC)**

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

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

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

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

**a. Federal Requirements**

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

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

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

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

**a. Federal Requirements**

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

**b. Florida Requirements**

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

**C. Agency Authority.**

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

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

**1. Accounting System.**

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

**2. Good Title.**

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

**3. Preserving Rights and Powers.**

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

**4. Hazard Removal and Mitigation.**

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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

**5. Airport Compatible Land Use.**

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

**6. Consistency with Local Government Plans.**

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

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

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

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

**8. Airport Financial Plan.**

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

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

**10. Fee and Rental Structure.**

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

**11. Public-Private Partnership for Aeronautical Uses.**

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

**12. Economic Nondiscrimination.**

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

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

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

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

**14. Operations and Maintenance.**

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

**15. Federal Funding Eligibility.**

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

**16. Project Implementation.**

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

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

**18. Airfield Access.**

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

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

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

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

**20. Consultant, Contractor, Scope, and Costs.**

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

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

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

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

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

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

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

**23. Construction Projects.** The Agency assures that it will:

**a. Project Certifications.** Certify Project compliances, including:

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

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

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

**c. Inspection and Approval.** The Agency assures that:

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

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

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

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

**- End of Exhibit E -**

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

**Exhibit E1**

**PROGRAM SPECIFIC TERMS AND CONDITIONS**

**(Prohibition on Discrimination Based on Health Care Choices)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
  - a. A public transit provider as defined in s. 341.031(1), F.S.;
  - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
  - d. A port listed in s. 311.09(1), F.S.

**- End of Exhibit E1 -**

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 03/25

**EXHIBIT F**

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

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

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

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

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

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

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

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

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

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

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_6](https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6)



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

---

**DATE:** July 30, 2025

**MEETING DATE:** August 19, 2025

**SUBJECT:** AVCON Task Order No. 10 Aircraft Parking Apron Expansion - Bidding and Construction Phase Services at Umatilla Municipal Airport

---

### **BACKGROUND SUMMARY:**

The City is expected to accept FAA and FDOT grants at the August 19, 2025 City Council meeting for construction of the aircraft parking apron at the airport. The plans and specifications for the apron expansion project were prepared last with FAA and FDOT assistance, but the project was not funded by the FAA due to a shortfall in discretionary funding. This Task Order includes re-packaging the plans and specifications, assistance for bidding the project, and construction administration and observation during the aircraft parking apron expansion project.

Funding for this Task Order is included in FAA Airport Improvement Program (AIP) Project No. 3-12-0026-018-2025 (95%), and FDOT Public Transportation Grant Agreement (PTGA) 454112-1-94-01 (4%).

### **RECOMMENDATIONS:**

Approval of AVCON Task Order No. 10 Aircraft Parking Apron Expansion - Bidding and Construction Phase Services at Umatilla Municipal Airport

### **FISCAL IMPACTS:**

\$12,933 city airport funding

### **ATTACHMENTS:**

1. X23 Apron Bidding & CPS Task Order 10 Signed 2025-07-30
-



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

Re: Umatilla Municipal Airport  
Task Order No. 10  
Aircraft Parking Apron Expansion – Bidding and Construction Phase Services

1. AUTHORIZATION REQUEST:

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

2. DESCRIPTION OF SERVICES:

The CONSULTANT shall provide bidding and construction phase services for the Aircraft Parking Apron Expansion Project as further described in Attachment A.

3. SPONSORS RESPONSIBILITIES:

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

4. PERIOD OF SERVICES:

Services are anticipated to be complete by September 30, 2026.

5. PAYMENTS:

Payments shall be made in accordance with Section 2.2A of the Agreement. The total fee amount is \$163,500.00 as further defined in Attachment B.

6. GENERAL CONSIDERATIONS:

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

7. SPECIAL PROVISIONS:

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

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

Your signature, in the space provided below, will signify approval of the terms and conditions of this request which, together with the basic Agreement and Attachments identified below will constitute Task Order No. 10.

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

Very truly yours,

**SPONSOR**

**CONSULTANT**

**City of Umatilla**

**AVCON, Inc.**

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

By: 

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

Title: President

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

Date: 7/30/25

**ATTACHMENTS:**

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



**ATTACHMENT A**  
**SCOPE OF SERVICES**  
Umatilla Municipal Airport  
Aircraft Parking Apron Expansion  
Bidding and Construction Phase Services

**PROJECT DESCRIPTION:**

The CONSULTANT shall provide construction phase services for the Aircraft Parking Apron Expansion Project at Umatilla Municipal Airport. The project limits are depicted on Attachment C. Generally, the project includes expansion of the existing aircraft parking apron, tiedowns for eight (8) additional aircraft, a taxiway connector, pavement markings, and stormwater permitting required by St. John's River Water Management District (SJRWMD).

**CONSTRUCTION PHASE SERVICES:**

**Administration Phase**

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

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

**Bidding Phase**

The bidding services consist of preparing the bid documents and assisting the SPONSOR with public advertisement. In addition, The CONSULTANT will aid the SPONSOR by acting as its liaison with the FAA and FDOT during the bidding process.

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

Deliverables include electronic copies of Bid Documents, and recommendation of award letter uploaded into JACIP.

## **Construction Phase**

### **Construction Administration**

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

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR and submit to FAA and FDOT.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
- Review and approve monthly and final payments to the Contractor.
- Conduct final inspection of the completed Project with the SPONSOR, FAA, FDOT, and the Contractor.
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor provided as-built survey.
- Issue certificates of construction completion to the SPONSOR, FAA and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR, FAA and FDOT.

### **Construction Observation**

Construction Observation shall consist of observation on a full-time basis by an engineer/inspector who will also:

- Maintain the Project records in accordance with FAA and FDOT standard requirements.
- Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.

- Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the engineer/inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
- Attend pre-construction conference and weekly progress meetings.
- Coordinate, schedule, oversee, and review Construction Material Quality Assurance testing in accordance with the Contract and/or the Contractor's approved Quality Control Plan.
- Review of testing and inspection completed by contractor.
- Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, FAA and FDOT.

The construction contract has a 97-calendar day duration from the full notice to proceed. This scope and fee assume that there will be full-time inspection of the project, and it is assumed that one person will be onsite daily, and another person will be onsite once a week for a coordination/progress meeting.

The CONSULTANT agrees to perform the Construction Observation services for this Project during the construction contract period, estimated to be as follows:

|                       |         |
|-----------------------|---------|
| Pre-Construction:     | 5 days  |
| Full-time Inspection: | 70 days |
| Post-Construction:    | 5 days  |

**END OF ATTACHMENT A**

**ATTACHMENT B - HOUR AND FEE PROPOSAL**  
**AIRCRAFT PARKING APRON EXPANSION - BIDDING AND CONSTRUCTION PHASE SERVICES**  
**UMATILLA MUNICIPAL AIRPORT**

3/10/2025

| TASK     | DESCRIPTION                                               | Principal  |                 | Sr. Project Manager |                  | Project Engineer |                  | Sr. Inspector |                   | Contract Administrator |                 | Admin      |             | Labor        |                   | Subconsultant Cost |
|----------|-----------------------------------------------------------|------------|-----------------|---------------------|------------------|------------------|------------------|---------------|-------------------|------------------------|-----------------|------------|-------------|--------------|-------------------|--------------------|
|          |                                                           | Rate/Hour: | \$ 300          | Rate/Hour:          | \$ 200           | Rate/Hour:       | \$ 135           | Rate/Hour:    | \$ 135            | Rate/Hour:             | \$ 110          | Rate/Hour: | \$ 80       |              |                   |                    |
|          |                                                           | Hours      | Cost            | Hours               | Cost             | Hours            | Cost             | Hours         | Cost              | Hours                  | Cost            | Hours      | Cost        | Hours        | Cost              |                    |
| <b>1</b> | <b>BIDDING</b>                                            |            |                 |                     |                  |                  |                  |               |                   |                        |                 |            |             |              |                   |                    |
| 1.1      | Grant Administration and Project Coordination             | 2          | \$ 600          | 4                   | \$ 800           |                  | \$ -             |               | \$ -              |                        | \$ -            |            | \$ -        | 6            | \$ 1,400          | \$ -               |
| 1.2      | Prepare bid documents for distribution                    |            | \$ -            | 8                   | \$ 1,600         | 16               | \$ 2,160         |               | \$ -              | 8                      | \$ 880          |            | \$ -        | 32           | \$ 4,640          | \$ -               |
| 1.3      | Assist with advertisement                                 |            | \$ -            | 4                   | \$ 800           |                  | \$ -             |               | \$ -              | 2                      | \$ 220          |            | \$ -        | 6            | \$ 1,020          | \$ -               |
| 1.4      | Attend and prepare meeting minutes for pre-bid conference |            | \$ -            | 4                   | \$ 800           | 4                | \$ 540           |               | \$ -              | 2                      | \$ 220          |            | \$ -        | 10           | \$ 1,560          | \$ -               |
| 1.5      | Respond to bidder questions, issue addenda                |            | \$ -            | 4                   | \$ 800           | 8                | \$ 1,080         |               | \$ -              | 4                      | \$ 440          |            | \$ -        | 16           | \$ 2,320          | \$ -               |
| 1.6      | Attend bid opening                                        |            | \$ -            | 4                   | \$ 800           |                  | \$ -             |               | \$ -              |                        | \$ -            |            | \$ -        | 4            | \$ 800            | \$ -               |
| 1.7      | Prepare bid tabulation and recommendation of award        |            | \$ -            | 4                   | \$ 800           |                  | \$ -             |               | \$ -              | 4                      | \$ 440          |            | \$ -        | 8            | \$ 1,240          | \$ -               |
|          | <b>Subtotal</b>                                           | <b>2</b>   | <b>\$ 600</b>   | <b>32</b>           | <b>\$ 6,400</b>  | <b>28</b>        | <b>\$ 3,780</b>  | <b>0</b>      | <b>\$ -</b>       | <b>20</b>              | <b>\$ 2,200</b> | <b>0</b>   | <b>\$ -</b> | <b>82</b>    | <b>\$ 12,980</b>  | <b>\$ -</b>        |
| <b>2</b> | <b>CONSTRUCTION ADMINISTRATION</b>                        |            |                 |                     |                  |                  |                  |               |                   |                        |                 |            |             |              |                   |                    |
| 2.1      | Grant Administration and Project Coordination             | 8          | \$ 2,400        | 16                  | \$ 3,200         |                  | \$ -             |               | \$ -              |                        | \$ -            |            | \$ -        | 24           | \$ 5,600          | \$ -               |
| 2.2      | Pre-Construction meeting                                  |            | \$ -            | 4                   | \$ 800           | 8                | \$ 1,080         |               | \$ -              |                        | \$ -            |            | \$ -        | 12           | \$ 1,880          | \$ -               |
| 2.3      | Weekly Construction meetings                              |            | \$ -            |                     | \$ -             | 104              | \$ 14,040        |               | \$ -              |                        | \$ -            |            | \$ -        | 104          | \$ 14,040         | \$ -               |
| 2.4      | Submittal review and approval, RFI resolution             |            | \$ -            | 8                   | \$ 1,600         | 24               | \$ 3,240         |               | \$ -              | 16                     | \$ 1,760        |            | \$ -        | 48           | \$ 6,600          | \$ -               |
| 2.5      | Pay application review and approval                       |            | \$ -            |                     | \$ -             | 12               | \$ 1,620         |               | \$ -              | 12                     | \$ 1,320        |            | \$ -        | 24           | \$ 2,940          | \$ -               |
| 2.6      | Final punchwalk, final punchlist, and final inspection    |            | \$ -            | 8                   | \$ 1,600         | 16               | \$ 2,160         |               | \$ -              | 4                      | \$ 440          |            | \$ -        | 28           | \$ 4,200          | \$ -               |
| 2.7      | Project closeout                                          |            | \$ -            | 4                   | \$ 800           | 8                | \$ 1,080         |               | \$ -              | 4                      | \$ 440          |            | \$ -        | 16           | \$ 2,320          | \$ -               |
|          | <b>Subtotal</b>                                           | <b>8</b>   | <b>\$ 2,400</b> | <b>40</b>           | <b>\$ 8,000</b>  | <b>172</b>       | <b>\$ 23,220</b> | <b>0</b>      | <b>\$ -</b>       | <b>36</b>              | <b>\$ 3,960</b> | <b>0</b>   | <b>\$ -</b> | <b>256</b>   | <b>\$ 37,580</b>  | <b>\$ -</b>        |
| <b>3</b> | <b>CONSTRUCTION OBSERVATION</b>                           |            |                 |                     |                  |                  |                  |               |                   |                        |                 |            |             |              |                   |                    |
| 3.1      | Pre-Construction Coordination                             |            | \$ -            |                     | \$ -             |                  | \$ -             | 40            | \$ 5,400          |                        | \$ -            |            | \$ -        | 40           | \$ 5,400          | \$ -               |
| 3.2      | On-site construction observation                          |            | \$ -            |                     | \$ -             |                  | \$ -             | 700           | \$ 94,500         |                        | \$ -            |            | \$ -        | 700          | \$ 94,500         | \$ -               |
| 3.3      | Post-construction records preparation                     |            | \$ -            |                     | \$ -             |                  | \$ -             | 40            | \$ 5,400          |                        | \$ -            |            | \$ -        | 40           | \$ 5,400          | \$ -               |
|          | <b>Subtotal</b>                                           | <b>0</b>   | <b>\$ -</b>     | <b>0</b>            | <b>\$ -</b>      | <b>0</b>         | <b>\$ -</b>      | <b>780</b>    | <b>\$ 105,300</b> | <b>0</b>               | <b>\$ -</b>     | <b>0</b>   | <b>\$ -</b> | <b>780</b>   | <b>\$ 105,300</b> | <b>\$ -</b>        |
| <b>4</b> | <b>QUALITY ASSURANCE MATERIAL TESTING</b>                 |            |                 |                     |                  |                  |                  |               |                   |                        |                 |            |             |              |                   |                    |
| 4.1      | Quality Assurance Material Testing                        |            | \$ -            |                     | \$ -             |                  | \$ -             |               | \$ -              |                        | \$ -            |            | \$ -        | 0            | \$ -              | \$ 7,640           |
|          | <b>Subtotal</b>                                           | <b>0</b>   | <b>\$ -</b>     | <b>0</b>            | <b>\$ -</b>      | <b>0</b>         | <b>\$ -</b>      | <b>0</b>      | <b>\$ -</b>       | <b>0</b>               | <b>\$ -</b>     | <b>0</b>   | <b>\$ -</b> | <b>0</b>     | <b>\$ -</b>       | <b>\$ 7,640</b>    |
|          | <b>Total</b>                                              | <b>10</b>  | <b>\$ 3,000</b> | <b>72</b>           | <b>\$ 14,400</b> | <b>200</b>       | <b>\$ 27,000</b> | <b>780</b>    | <b>\$ 105,300</b> | <b>56</b>              | <b>\$ 6,160</b> | <b>0</b>   | <b>\$ -</b> | <b>1,118</b> | <b>\$ 155,860</b> | <b>\$ 7,640</b>    |

|                          |                   |
|--------------------------|-------------------|
| <b>Total Project Fee</b> | <b>\$ 163,500</b> |
|--------------------------|-------------------|





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

---

**DATE: July 31, 2025**

**MEETING DATE: August 19, 2025**

**SUBJECT: Resolution No. 2025-29, Challenging the Validity of Senate Bill 180(2025) Relating to Local Government Land Use Authority**

---

### **BACKGROUND SUMMARY:**

During the 2025 Legislative Session, the Florida Legislature passed Senate Bill 180 (SB 180), which became law on June 26, 2025. This new law significantly limits what cities and counties can do when it comes to land use and development regulations. Key parts of the law include:

- Cities and counties are not allowed to create or enforce land use rules or comprehensive plan changes that are stricter than what they had in place as of August 1, 2024, through October 1, 2027.
- The law also applies retroactively, which means it can cancel local rules that were already passed, including temporary bans (moratoria) put in place to help with rebuilding after hurricanes.

These restrictions limit the City's ability to make timely and locally informed decisions that protect public safety, address infrastructure capacity, manage redevelopment, and respond to changing community needs. By restricting the adoption of updated land use regulations and comprehensive plan amendments, the law reduces the City's flexibility to plan for growth, improve resiliency, and ensure orderly development. Although the restrictions appear to target disaster-affected areas, the federal disaster declarations referenced in the law include nearly every city and county in Florida, including Umatilla—making the law broadly applicable across the state regardless of actual local impact.

A group of cities and counties in Florida is coordinating with legal counsel to explore a potential legal challenge to the law. They believe SB 180 violates parts of the Florida Constitution, including protections for local government authority and due process. Participation in the litigation would allow the City to be included in the legal proceedings and represented in any outcome that may affect its regulatory authority.

### **RECOMMENDATIONS:**

Approval of Resolution No. 2025-29, Challenging the Validity of Senate Bill 180(2025) Relating to Local Government Land Use Authority

### **FISCAL IMPACTS:**

The City's participation includes a flat legal fee structure:

- \$10,000 for trial-level representation (due within 10 days of adoption)
- \$5,000 for appellate-level representation at the District Court of Appeal (if needed), and
- \$5,000 for any Florida Supreme Court proceedings (if needed)

Funds are proposed to come from the General Fund reserves.

**ATTACHMENTS:**

1. Resolution 2025-29 SB 180 Lawsuit Participation
-

**RESOLUTION NO. 2025-29**

**A RESOLUTION OF THE CITY COUNCIL OF UMATILLA FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS, IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Article VIII, Section 2(b) of the Florida Constitution provides that municipalities “shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services,” and authorizes municipalities to exercise any power for municipal purposes except as otherwise provided by law; and

**WHEREAS**, pursuant to Section 2(b) of Article VIII of the Florida Constitution and Chapters 163 and 166, Florida Statutes, municipalities have broad authority to adopt comprehensive plans, enact land development regulations, issue development permits, and impose temporary moratoria in furtherance of local public health, safety, and welfare, including for purposes of orderly growth, environmental protection, disaster recovery, and community resiliency; and

**WHEREAS**, on June 26, 2025, Senate Bill 180 (“SB 180”), titled “Emergencies,” was signed into law by Governor Ron DeSantis and became effective immediately as Chapter 2025-190, Florida Statutes; and

**WHEREAS**, among other things, Section 28 of SB 180 prohibits all local government-initiated ordinances that impose “more restrictive or burdensome” comprehensive plan

amendments, land development regulations, or procedures concerning review, approval, or issuance of site plans, development permits, or development orders (collectively, “Land Use and Zoning Regulations”) for the period commencing retroactively from August 1, 2024, through October 1, 2027, even if such amendments, regulations or procedures are in no way related to any hurricane or other emergency and even if such amendments, regulations, or procedures were duly enacted prior to the enactment of SB 180; and

**WHEREAS**, Section 28 of SB 180 also bans local moratoria on construction, reconstruction, or redevelopment of property damaged by a hurricane during the same timeframe; and

**WHEREAS**, Section 18 of SB 180 further prohibits local governments that are located in counties that are entirely or partially within 100 miles of the track of any future hurricane from enacting “more restrictive or burdensome” Land Use and Zoning Regulations, and moratoria on construction, reconstruction, or redevelopment of any property, damaged or not, for a period of one year after the storm makes landfall; and

**WHEREAS**, SB 180 is unconstitutional and invalid because, among other things, it:

(a) embraces more than one subject and matter properly connected therewith in violation of Article III, Section 6 of the Florida Constitution;

(b) includes a defective title in violation of Article III, Section 6 of the Florida Constitution;

(c) requires municipalities and counties to spend in the aggregate an amount that exceeds an insignificant fiscal impact without including a finding that the law fulfills an important state interest as required by Article VII, Section 18 of the Florida Constitution;

(d) constitutes a sweeping intrusion on home-rule authority, threatening local ability to enact land use, zoning, flood-resiliency, and environmental protections, contrary to Article VIII,

Section 2(b) of the Florida Constitution to a degree that renders the constitutional provision hollow; and

(e) contains provisions that classify political subdivisions on a basis that is not reasonably related to the subject of the law in violation of Art. III, Section 11(b) of the Florida Constitution; and

**WHEREAS**, for example, despite SB 180 being titled “Emergencies,” SB 180 contains various matters that are not connected and/or are unrelated to emergencies, including Section 18 and 28’s total ban on any “more restrictive or burdensome” Land Use and Zoning Regulations, and Section 18’s prohibition on moratoria on construction, reconstruction, and redevelopment of property, even if the property is intact and was not damaged by a hurricane or other emergency event; and

**WHEREAS**, the provisions of SB 180 also impose expenditure obligations upon municipalities and counties that, as conceded in the Florida Legislature’s own staff analysis, exceed the threshold amount for an unfunded mandate, despite the lack of any finding in SB180 that the law fulfills an important state interest; and

**WHEREAS**, Section 18 of SB 180 infringes upon municipal home rule authority by prohibiting municipalities from enacting Zoning and Land Use Regulations if they are located within a county that is entirely or partially within 100 miles of the track of a hurricane for one year in a completely indiscriminate manner that disregards the size, intensity, or impact of a hurricane on the municipality, whether a proposed Zoning and Land Use Regulation has even a *de minimis* impact on hurricane recovery efforts, or even if the Zoning and Land Use Regulations are necessary to protect the public health, safety, and welfare from the effects of a hurricane; and

**WHEREAS**, Section 18 of SB 180 further usurps the municipal home rule authority

guaranteed by the citizens of Florida in the Florida Constitution by imposing blanket prohibitions on any moratoria on construction, reconstruction, or redevelopment of property for one year whenever a future hurricane falls within 100 miles of the county where the municipality is located, regardless of the necessity or impetus behind such moratoria; and

**WHEREAS**, Section 28 of SB 180 similarly prohibits municipalities from enacting Zoning and Land Use Regulations for the entire state of Florida retroactively from August 1, 2024, through October 1, 2027, without any rational justification; and

**WHEREAS**, SB 180's vague prohibitions on moratoria on construction, reconstruction, and redevelopment of properties and Land Use and Zoning Regulations that are "more restrictive or burdensome," and other ambiguous provisions render SB 180 incomprehensible, create uncertainty, chill local governance, and encourage preemptive, potentially frivolous, litigation to force local governments into repealing legislation, even if it might otherwise be a valid exercise of home rule authority; and

**WHEREAS**, the City Council of the Umatilla (the "City") desires to authorize the participation of the City in a lawsuit seeking declaratory, injunctive, and other appropriate relief from the provisions of SB 180, which impose a blanket statewide prohibition on the exercise of home rule authority relating to Land Use and Zoning Regulations, based upon the any appropriate legal theories, including, without limitation, those set forth herein, subject to the participation of at least ten local governments (the "Lawsuit"); and

**WHEREAS**, it is in the best interest of the City to participate in the Lawsuit and to urge other local governments to join as plaintiffs; and

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

**Section 1.**     **Recitals.** The above-stated recitals are hereby adopted and confirmed.

**Section 2.**     **Authorization to Participate in Lawsuit.** The City Council hereby authorizes the participation of the City in the Lawsuit, subject to participation of at least ten local governments.

**Section 3.**     **Legal Representation and Fee Structure.** Weiss Serota Helfman Cole + Bierman, PL (the "Firm") is retained to represent the City in the Lawsuit, at both the trial and appellate levels. The Firm will charge a flat fee, inclusive of attorneys' fees and costs, of \$10,000 to represent the City in the Lawsuit in the trial court, which shall be payable within ten days of the effective date of this Resolution. The City shall also pay \$5,000 to the Firm to represent it in any appeal related to the Lawsuit that is filed at the District Court of Appeal within 30 days of the filing of such appeal, and \$5,000 to the Firm to represent it in any appeal that is filed at the Florida Supreme Court within 30 days of the filing of such appeal. The City acknowledges that the Firm will be representing other local governments in the Lawsuit and waives any conflicts related to such representation. The City also acknowledges that the Firm may represent other entities, private or public, at the City and that the representation of City in this Lawsuit alone, because it is part of a coalition, will not constitute a conflict of interest and, to the extent it does, waives such conflict of interest.

**Section 4.**     **Urge Participation.** The City invites and urges other local governments to join as plaintiffs in the Lawsuit and to coordinate their efforts with the City.

**Section 5.**     **Transmittal.** The Clerk is directed to distribute this Resolution to all local governments in Lake County. The Clerk is further directed to distribute this Resolution to the Firm.

**Section 6.**     **Implementation.** The City Manager or his designee is authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this

Resolution.

**Section 7.**     **Effective Date.** That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 19<sup>th</sup> day of August 2025.

**CITY OF UMATILLA, FLORIDA**

\_\_\_\_\_  
Christopher R. Creech, Mayor

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



## **CITY OF UMATILLA**

### **AGENDA ITEM STAFF REPORT**

---

**DATE: July 30, 2025**

**MEETING DATE: August 19, 2025**

**SUBJECT: Employment Agreement update for Aaron Mercer and The City of Umatilla**

---

#### **BACKGROUND SUMMARY:**

Mr. Mercer was hired on February 1, 2025, as the interim City Manager and was given a contract that would require the City Council to review and renegotiate his first 6-months.

Mr. Mercer is proposing the following amendments to his employment contract:

1. A salary increase from \$120,000 to \$135,000, effective August 1, 2025.
2. Use of the City vehicle for work and personal use.
3. A contribution of 9% to the Manager's 457 investment plan.
4. A provision that allows the Manager's accrued vacation to exceed the City's current threshold of 192-hours.
5. A provision added that the Manager's total accrued vacation payout would not exceed the current personnel policy allowance.

#### **RECOMMENDATIONS:**

Approval as drafted

#### **FISCAL IMPACTS:**

\$19,500 included in FY 2025-26 tentative budget

#### **ATTACHMENTS:**

1. City Manager Contract \_Mercer Amended and Restatedv2
-

# **AMENDED AND RESTATED AGREEMENT FOR EMPLOYMENT**

**For**

**City Manager**

**Umatilla, Florida**

---

## **TABLE OF CONTENTS**

### **INTRODUCTION**

**Section 1: Term**

**Section 2: Duties and Authority**

**Section 3: Compensation**

**Section 4: Health, Disability and Life Insurance Benefits**

**Section 5: Vacation and Sick Leave**

**Section 6: Retirement**

**Section 7: Termination**

**Section 8: Severance**

**Section 9: Resignation**

**Section 10: Performance Evaluation**

**Section 11: Hours of Work**

**Section 12: Outside Activities**

**Section 13: Moving and Relocation Expenses**

**Section 14: License Fees, Membership Dues, and Training Expenses.**

**Section 15: Automobile and Travel**

**Section 16: Indemnification**

**Section 17: Bonding**

**Section 18: Notices**

**Section 19: General Provisions**

This **AGREEMENT**, (the "Agreement") is made and entered into to be effective as of the \_\_\_\_ day of \_\_\_\_\_ 2025 by and between the **City of Umatilla, Florida**, a Florida municipal corporation, (hereinafter called "Employer") and **Aaron D. Mercer** (hereinafter called "Employee"), an individual who has the education, training and experience in government management and, both of whom understand as follows:

**WHEREAS**, Employer desires to employ the services of Employee as City Manager of the City of Umatilla; and

**WHEREAS**, it is the desire of the City Council of the City of Umatilla (the "City Council") to provide certain benefits, establish certain conditions of employment and set working conditions of said Employee; and

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

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

**Section 1: Term.** Subject to termination as set forth in Section 7 below, the term of this Amended and Restated Agreement shall commence on August 1, 2025, and shall continue for an indefinite term until terminated as otherwise set forth herein. In the event Employee is terminated without cause, Employee shall be entitled to severance pay as described in Section 8 below. Otherwise, if Employee resigns, Employee is terminated for cause, or Employee otherwise ceases employment with Employer, Employee shall not be entitled to severance pay as described in Section 8 below.

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

**Section 3: Compensation.**

A. Base Salary. Employer agrees to pay Employee an annual base salary of **\$135,000.00** payable in installments, in arrears, at times in accordance with the schedule for payment of Employer's management employees. The Employee shall receive an adjustment to the base salary of 5% to be effective as of February 1, 2026, and a cost-of-living adjustment in such amount as determined by the City Council on each anniversary of this agreement thereafter. Employer agrees to consider raising Employee's salary in conjunction with Employee's annual performance review.

B. Vehicle Allowance. As set forth in Section 15 below.

C. Phone Allowance. Employer agrees to provide Employee with a monthly phone allowance of \$100.00 to cover the cost of using Employee's personal cell phone for work-related purposes. This allowance shall be paid in arrears along with the Employee's regular salary, and it is understood that Employee shall maintain a cell phone capable of receiving calls and messages for City business during all working hours.

#### **Section 4: Health Insurance Benefits.**

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

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

**Section 5: Vacation and Sick Leave.** Effective upon the Effective Date of this Agreement, August 1, 2025, and on each anniversary of this Agreement thereafter, Employee shall receive a credit of five (5) leave days, which may be applied toward either vacation or sick leave, at the Employee's election. Thereafter, Employee shall accrue annual leave and sick leave in accordance with the City of Umatilla's Personnel Policy as to leave use and accruals. Employee's accrued leave may exceed the maximum accrual; however, upon resignation, Employee shall only be entitled to payment for the maximum allowance permitted under City policy.

**Section 6: Retirement.** Employer is a participant in the Florida Retirement System (FRS), and the city manager position is generally eligible to participate in the Senior Management Service Class. Employer shall make appropriate Employer contributions as determined in accordance with the governing regulations pursuant to FRS.

The Employer shall, as part of the compensation to the Employee and in addition to participation in the FRS retirement plan (to the extent that the City continues to participate in FRS), pay a contribution in each pay period an amount equal to 9% of Employee's base pay into a 457 deferred compensation plan. Such payment shall not require a matching contribution and shall be subject to the terms of the plan documents.

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

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

A. The majority of the City Council votes to terminate Employee at a duly authorized public meeting.

B. If Employer, citizens, or legislature acts to amend any provisions of the Umatilla City Charter pertaining to the role, powers, duties, authority, responsibilities of Employee's position that substantially changes the form of government, Employee shall have the right to declare that such amendments constitute termination without cause.

C. If Employer reduces the base salary, compensation, or any other substantial financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination for cause.

**Section 8: Severance.** In the event Employee is terminated without cause before the end of the initial one (1) year term of this Agreement, Employee shall be entitled to severance pay equal to: three (3) months base salary. If Employee is terminated without cause before the end of any extended term of this Agreement, Employee shall be entitled to severance pay equal to one month's base salary for each complete year of employment, provided that such severance pay shall not be less than an amount equal to three (3) months base salary or more than an amount equal to six (6) months base salary. This severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee. The payment shall be made within fourteen (14) business days of the termination provided Employee executes the release described below. Such severance pay shall be given as full and complete payment and satisfaction of any claims of Employee of whatsoever nature arising out of the Agreement or otherwise. As consideration for such payment, Employee shall, prior to or simultaneous with the receipt thereof, execute and deliver to Employer a general release of, and waiver of all claims against, Employer and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by Employer and/or its designee(s).

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

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

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

9. Any other act of similar nature of the same or greater seriousness.

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

**Section 9: Resignation.**

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

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

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

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

**Section 13: Moving and Relocation Expenses.** During his tenure of office, Employee shall reside within a 15-mile radius of the City as required by the City Charter. Employee shall be solely responsible for all expenses associated with relocating and expressly understands and acknowledges that Employer is in no way responsible for any such costs.

**Section 14: License Fees, Membership Dues, and Training Expenses.** Employer shall pay or reimburse Employee for reasonable professional license fees, membership dues, and training expenses directly associated with Employee's job duties including International City/County Management Association (I.C.M.A.) dues, ~~and~~ Florida City/County Management Association (F.C.M.A.) dues, and the American Institute of Certified Planners/American Planning Association (AICP/APA). Such pay or reimbursement shall be limited to budgeted amounts and consistent with all City policies. Reimbursement under this

Section for any expense greater than \$1,000.00 shall require the prior approval of the City Council.

**Section 15: Automobile & Travel.** Employer agrees to provide Employee with a City-owned fleet vehicle for both work-related and reasonable personal use, subject to all applicable City policies regarding vehicle operation and maintenance.

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

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

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

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

**Section 18: Notices.**

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

1. EMPLOYER: City of Umatilla, Florida  
1 South Central Ave.  
Umatilla, FL 32784
2. EMPLOYEE: Aaron D. Mercer  
8039 Arcadian Ct.

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

**Section 19: General Provisions.**

A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of this Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest. However, as this Agreement is for personal services, it is not assignable by Employee.

C. Effective Date. This Agreement is entered into and fully executed on August 19, 2025 (the "Execution Date") but shall be deemed effective as of August 1, 2025 (the "Effective Date"). The term of employment (and payment of salary and benefits) shall commence on the Effective Date, as provided in Section 1.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expunging or judicial modification of the invalid provision.

E. Choice of Law and Venue. Florida law shall govern this Agreement and any litigation that may arise from this Agreement shall be filed and litigated in Lake County, Florida.

F. Counterparts. This Agreement may be executed in duplicate, each of which shall be deemed an original and all so executed shall constitute one Agreement.

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

**IN WITNESS WHEREOF**, the CITY OF UMATILLA has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplication, on the dates set forth below, with the Agreement deemed effective as of August 1, 2025.

CITY OF UMATILLA, FLORIDA

\_\_\_\_\_  
Christopher Creech, Mayor

ATTEST

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

\_\_\_\_\_  
Aaron D. Mercer, Employee

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

\_\_\_\_\_  
Kevin M. Stone, City Attorney

\_\_\_\_\_  
Date



## Umatilla Public Library FY 24-25

July 2025

| Library Monthly Reports FY 24-25    |            |            |            |          |            |
|-------------------------------------|------------|------------|------------|----------|------------|
|                                     | Q 1        | Q 2        | Q 3        | Jul-25   | FY 24-25   |
| Visits ( <i>door count halved</i> ) | 12,408     | 11,531     | 11,441     | 2,866    | 38,246     |
| Checkouts                           | 7,188      | 7,220      | 8,441      | 2,970    | 25,819     |
| E-Books (digital)                   | 1,432      | 1,312      | 1,860      | 587      | 5,191      |
| Total Circulation                   | 7,674      | 8,532      | 10,301     | 3,557    | 30,064     |
| FL ILL Received (NEW)               | -          | 5          | 2          | -        | 7          |
| FL ILL Leant (NEW)                  | -          | 23         | 3          | -        | 26         |
| New Patrons                         | 79         | 85         | 99         | 42       | 305        |
| Patron Computer Sessions            | 1,146      | 1,055      | 1,040      | 346      | 3,587      |
| Wi-Fi Clients Served                | 1,986      | 1,868      | 1,809      | 463      | 6,126      |
| Adult Volunteer Hours               | 31.00      | 17.75      | 80.00      | 13.50    | 142.25     |
| Attendance Family Programs          | 1,369      | 213        | 413        | -        | 1,995      |
| Attendance Adult Programs           | 346        | 342        | 468        | 108      | 1,264      |
| Attendance Teen Programs            | 302        | 222        | 110        | 10       | 644        |
| Attendance Juvenile Programs        | 546        | 493        | 1,034      | 459      | 2,532      |
| Total # of Programs                 | 133        | 125        | 114        | 30       | 402        |
| Meeting room Rental                 | -          | -          | -          | -        | -          |
| Cash to city (including cc)         | \$1,682.97 | \$3,371.11 | \$2,024.30 | \$726.97 | \$7,805.35 |

### Highlights

#### 1,000 Books Before Kindergarten

Pre-school patrons are invited to join 1,000 Books Before Kindergarten. We hosted a soft launch on August 6, 2025, after “The Choo-Choo Crew” (Babies & Toddlers Storytime). Parents may register their child starting at birth through the start of kindergarten. If parents commit to reading just one book a day to their child starting in year one, that child will have been exposed to 1,000 books before starting school. There are studies that show the impact on a child’s reading ability to be substantial. Pre-school children who are read to 3 – 5 days per week demonstrate reading skill increases expected in children 6 months older. (Sundburg, p. 29).

Sundberg, Brittney, "THE IMPACT OF READING TO CHILDREN BIRTH THROUGH FIVE AND THE EFFECTS ON COGNITIVE AND LANGUAGE DEVELOPMENT" (2023). Culminating Projects in Child and Family Studies. 47.

[https://repository.stcloudstate.edu/cfs\\_etds/47](https://repository.stcloudstate.edu/cfs_etds/47)

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

July 8, 2025 through July 14, 2025

## ARRESTS

|            |              |                               |                                                                                                                                           |
|------------|--------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| 07/11/2025 | 9:43<br>a.m. | Vied, Adam Joseph<br>Umatilla | Arrested on warrant with LCSO for leaving the scene of a crash and failure to appear. Added charge; Battery on a law enforcement officer. |
|------------|--------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

|            |               |                                     |                                   |
|------------|---------------|-------------------------------------|-----------------------------------|
| 07/11/2025 | 12:51<br>p.m. | Roque-Renovato, Eduardo<br>Umatilla | No Drivers license never had one. |
|------------|---------------|-------------------------------------|-----------------------------------|

## REPORTS FILED

|            |               |                                                                                                                                                                                                           |  |
|------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 07/08/2025 | 11:57<br>a.m. | Officers responded to the area of Devault Street and Golden Gem Drive reference a medical call. Person was turned over to EMS.                                                                            |  |
| 07/08/2025 | 7:43<br>p.m.  | Officers assisted the Lake County Sheriffs office with a fight in progress at a residence in the area of East Ninth Avenue. When officers arrived the dispute was verbal only. Parties were separated.    |  |
| 07/10/2025 | 5:26<br>p.m.  | Officers responded to a residence in the area of Lakeview Street reference a person needing medical attention. Person was transported to Lifestreams Behavioral Center for treatment under the Baker Act. |  |
| 07/11/2025 | 8:39<br>a.m.  | Officers responded to verbal disturbance at the Mobil Gas Station located at 793 S. Central Ave. Parties were separated.                                                                                  |  |
| 07/12/2025 | 12:21<br>a.m. | Officers responded to a residence on Cayman Circle reference a noise complaint. Officers made contact and music was turned down.                                                                          |  |
| 07/12/2025 | 12:20<br>p.m. | Officers responded to the Dollar General located at 42420 State Rd. 19 reference a person refusing to leave and needing trespassed. Person was gone on arrival.                                           |  |
| 07/13/2025 | 12:50<br>a.m. | Officers responded to the Taco Bell located at 365 N. Central Avenue reference suspicious persons in the parking lot. They all left when officer arrived.                                                 |  |
| 07/13/2025 | 10:35<br>p.m. | Officers responded to a suspicious vehicle in the area of Maxwell Road. All occupants were okay. No criminal activity to report.                                                                          |  |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

July 8, 2025 through July 14, 2025

## ARRESTS

|                          |              |                                                                                                                                 |
|--------------------------|--------------|---------------------------------------------------------------------------------------------------------------------------------|
| 07/14/2025               | 7:07<br>a.m. | Officers responded to the area of Bear Hammock Drive reference suspicious persons. All was okay they were construction workers. |
|                          |              |                                                                                                                                 |
| ARRESTS                  |              | 2                                                                                                                               |
| DISPATCHED CALLS         |              | 100                                                                                                                             |
| TRAFFIC STOPS            |              | 24                                                                                                                              |
| TRAFFIC CITATIONS ISSUED |              | 4                                                                                                                               |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

July 15, 2025 through July 21, 2025

## ARRESTS

|            |           |                                                 |                                                                                                                                                      |
|------------|-----------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 07/19/2025 | 8:59 p.m. | Boyd, Kendrick Erick James<br>Huntsville, Texas | Possession of controlled substance – THC oil;<br>Possession of paraphernalia; Possession of<br>controlled substance- Cannabis more than 20<br>grams. |
|------------|-----------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

|            |            |                                        |                                   |
|------------|------------|----------------------------------------|-----------------------------------|
| 07/18/2025 | 11:58 p.m. | Lopez Vega, Ixhel<br>New Port News, VA | No drivers license never had one. |
|------------|------------|----------------------------------------|-----------------------------------|

## REPORTS FILED

|            |            |                                                                                                                                                                                              |  |
|------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 07/15/2025 | 11:45 a.m. | Officers responded to the area of South Central Avenue reference a person needing medical attention. They were turned over to EMS.                                                           |  |
| 07/15/2025 | 3:39 p.m.  | Officers responded to 182 N. Central Avenue reference a theft. Report was taken.                                                                                                             |  |
| 07/17/2025 | 8:51 p.m.  | Officers responded to a call for service at Recovery Village located at 633 Umatilla Boulevard. Person was turned over to EMS as they were in need of medical attention.                     |  |
| 07/18/2025 | 9:45 p.m.  | Officers responded to the Dollar General located at 42420 State Road 19 a person was trespassed.                                                                                             |  |
| 07/19/2025 | 3:12 a.m.  | Officers responded to the area of North Oak Avenue and East Lake Street for a noise complaint. Music was turned down.                                                                        |  |
| 07/19/2025 | 8:17 a.m.  | Officers assisted the Lake County Sheriffs office with a hit and run that occurred in county jurisdiction. Officers assisted in conducting a traffic stop and then turned it over to County. |  |
| 07/19/2025 | 6:17 p.m.  | Officers responded to a call for service at Recovery Village located at 633 Umatilla Boulevard. A report was taken.                                                                          |  |
| 07/20/2025 | 11:35 p.m. | Officers assisted the Lake County Sheriffs office with a disturbance in progress in the area of East Eighth Avenue. Parties were separated and turned over to LCSO.                          |  |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

July 15, 2025 through July 21, 2025

## ARRESTS

|            |              |                                                                                                     |
|------------|--------------|-----------------------------------------------------------------------------------------------------|
| 07/21/2025 | 9:17<br>a.m. | Officers responded to the area of Bear Hammock Drive reference a theft. A report was taken.         |
| 07/21/2025 | 9:30<br>p.m. | Officers responded to the Mobil store located at 793 S. Central Avenue and a person was trespassed. |

|                          |  |     |
|--------------------------|--|-----|
| ARRESTS                  |  | 2   |
| DISPATCHED CALLS         |  | 113 |
| TRAFFIC STOPS            |  | 27  |
| TRAFFIC CITATIONS ISSUED |  | 3   |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

July 22, 2025 through July 28, 2025

## ARRESTS

n/a

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

|            |           |                          |                                                                 |
|------------|-----------|--------------------------|-----------------------------------------------------------------|
| 07/24/2025 | 9:22 a.m. | Stahlman, Alyssa Paisley | Driving while license suspended/cancelled/revoked, 3rd (felony) |
|------------|-----------|--------------------------|-----------------------------------------------------------------|

## REPORTS FILED

|            |            |                                                                                                                                                                                                                                                                         |
|------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 07/22/2025 | 9:39 a.m.  | Officers responded to a residence in the area of Cayman Circle reference a person trespassing. Person left.                                                                                                                                                             |
| 07/22/2025 | 10:04 p.m. | Officers responded to Umatilla Drug Store at 901 North Central Avenue reference a suspicious vehicle. Made contact with registered owner all was okay.                                                                                                                  |
| 07/24/2025 | 3:05 a.m.  | Officers responded to the area of South Central Avenue and Roberts Street reference a suspicious person. Person was just there to fish.                                                                                                                                 |
| 07/24/2025 | 4:45 a.m.  | Officers responded to a residence on Lakeview Street a person needing medical attention. They were turned over to EMS.                                                                                                                                                  |
| 07/25/25   | 1:51 a.m.  | Officers responded to a residence in the area of North Kentucky Avenue reference a disturbance in progress. Parties were in verbal argument. They were separated for the night.                                                                                         |
| 07/25/2025 | 7:54 p.m.  | Officers responded to a residence on Cayman Circle reference someone needing medical attention. They were turned over to EMS.                                                                                                                                           |
| 07/25/2025 | 8:40 p.m.  | Officers responded to the Umatilla Superette at 182 North Central Avenue reference a call for service. Both parties were gone on arrival. Dispute was verbal.                                                                                                           |
| 07/26/2025 | 6:28 p.m.  | Officers assisted the Lake County Sheriffs Office with a suspicious person in the area of County Road 450A and State Road 19. Person was located, EMS was called and case was turned over to Lake County Sheriffs office and person was transported by EMS to Waterman. |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

July 22, 2025 through July 28, 2025

## ARRESTS

|                          |               |                                                                                                                                                                             |
|--------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 07/27/2025               | 7:13<br>a.m.  | Officers responded to Save-A-Lot at 933 North Central Avenue reference a suspicious person. Officers checked out with driver who was just taking a break from a long drive. |
| 07/27/2025               | 4:22<br>p.m.  | Officers responded to a residence on Hibiscus Street reference a person needing medical attention. Person was turned over to EMS.                                           |
| 07/27/2025               | 6:43<br>p.m.  | Officers responded to a suspicious person call in the area of Devault Street. Officers spoke with juveniles all was okay.                                                   |
| 07/28/2025               | 12:34<br>a.m. | Officers responded to a noise complaint in the area of East Collins Street.                                                                                                 |
| 07/28/2025               | 5:31<br>p.m.  | Officers responded to a residence in the area of North Kentucky Avenue reference person needing medical attention. Person was turned over to EMS.                           |
|                          |               |                                                                                                                                                                             |
| ARRESTS                  |               | 1                                                                                                                                                                           |
| DISPATCHED CALLS         |               | 143                                                                                                                                                                         |
| TRAFFIC STOPS            |               | 39                                                                                                                                                                          |
| TRAFFIC CITATIONS ISSUED |               | 11                                                                                                                                                                          |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

July 29, 2025 through August 4, 2025

## ARRESTS

|            |               |                                         |                                                                                                                                                                                                                                                                                                                                                                 |
|------------|---------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 08/01/2025 | 11:00<br>p.m. | Waller, Robert<br>Fort McCoy            | During a routine traffic stop, Mr. Waller was confirmed to have not had a valid drivers license since 2006. He also had 6 prior Driving While License Suspended convictions and a DUI conviction. Lake County Communications Center confirmed a warrant with Hernando County. Mr. Waller was then transported to the Lake County Jail without further incident. |
| 08/03/2025 | 7:16<br>p.m.  | Figueroa Ortiz, Prissila<br>Haines City | Officers were made aware of an active warrant out of Polk County Florida and that Ms. Figueroa Ortiz was residing on Umatilla Boulevard. The warrant was confirmed. Ms. Figueroa Ortiz was transported to the Lake County Jail.                                                                                                                                 |
| 08/04/2025 | 7:10<br>p.m.  | Thornton, Ashley<br>Umatilla            | Trespass after warning.                                                                                                                                                                                                                                                                                                                                         |

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

|            |              |                                              |                                   |
|------------|--------------|----------------------------------------------|-----------------------------------|
| 07/31/2025 | 8:35<br>a.m. | Rodriguez Rodriguez,<br>Guillermo<br>Orlando | No drivers license never had one. |
|------------|--------------|----------------------------------------------|-----------------------------------|

## REPORTS FILED

|            |               |                                                                                                                                                                                                 |  |
|------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 07/28/2025 | 9:32<br>p.m.  | Officers responded to a residence in the area of Cassady Street reference a missing adult. A short time later, officers met with the adult and were able to verify her identity and well being. |  |
| 07/29/2025 | 7:43<br>p.m.  | Officers responded to a business alarm at United Southern Bank located at 690 North Central Avenue. Building was secure all was okay.                                                           |  |
| 07/29/2025 | 10:58<br>p.m. | Officers responded to the area of North Central Avenue reference a suspicious person. Person was checked on all was okay.                                                                       |  |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

July 29, 2025 through August 4, 2025

## ARRESTS

|            |            |                                                                                                                                                                                                                                  |
|------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 07/30/2025 | 6:20 p.m.  | Officers responded to a residence on North Central Avenue reference abandoned property.                                                                                                                                          |
| 07/31/2025 | 12:38 a.m. | Officers responded to a suspicious person call in the area of North Central Avenue. Person was checked out all was okay.                                                                                                         |
| 08/01/2025 | 7:37 a.m.  | Calls were received reference possible firecrackers or guns going off at Umatilla High School. Callers were told that it was an active shooter training.                                                                         |
| 08/01/2025 | 8:48 p.m.  | Officers assisted the Lake County Sheriffs office with a medical call in the area of East Fifth Avenue. Person was turned over to Lake County Sheriffs office and EMS transported the patient to Waterman Hospital.              |
| 08/02/2025 | 2:30 a.m.  | Officers responded to a noise complaint in the area of North Orange Avenue. Music was turned down.                                                                                                                               |
| 08/02/2025 | 6:10 p.m.  | Officers were called to a residence on Palm Court Drive reference a civil disagreement amongst residents. Information was provided reference domestic violence and both parties agreed to separate to prevent further incidents. |
| 08/03/2025 | 12:44 p.m. | Officers responded to a residence on East Collins Street reference a person needing medical attention. Person was turned over to EMS.                                                                                            |

|                          |    |
|--------------------------|----|
| ARRESTS                  | 2  |
| DISPATCHED CALLS         | 99 |
| TRAFFIC STOPS            | 19 |
| TRAFFIC CITATIONS ISSUED | 5  |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

August 5, 2025 through August 11, 2025

## ARRESTS

|            |              |                            |                                                                                                                                                                                                                             |
|------------|--------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 08/11/2025 | 1:03<br>a.m. | Shreves, Jacob<br>Umatilla | Officers responded to a verbal dispute at a residence in the area of East Ocala Street. Mr. Shreves was confirmed to have an extraditable warrant out of Ohio. He was transported to the Lake County Jail without incident. |
|------------|--------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

|            |              |                        |                     |
|------------|--------------|------------------------|---------------------|
| 08/08/2025 | 8:26<br>a.m. | Hord, Todd<br>Umatilla | Disorderly conduct. |
|------------|--------------|------------------------|---------------------|

## REPORTS FILED

|            |               |                                                                                                                                                                                    |  |
|------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 08/05/2025 | 3:04<br>p.m.  | Officers assisted the Department of Children and Families to commence a case at a residence in the area of Cassady Street.                                                         |  |
| 08/05/2025 | 9:47<br>p.m.  | Officers recovered a stolen trailer out of Holmes Beach area.                                                                                                                      |  |
| 08/06/2025 | 2:42<br>a.m.  | Officers responded to the area of Lake Smith Road reference a suspicious person. Officers checked out with person all was okay.                                                    |  |
| 08/07/2025 | 9:02<br>a.m.  | Officers responded to Cassady Street and Trowell Avenue reference a suspicious person on a bike. Officers checked out with person all was okay.                                    |  |
| 08/08/2025 | 12:57<br>a.m. | Officers responded to the area of South Central Avenue and Turtle Run reference a suspicious person. Officers checked out with persons and all was okay.                           |  |
| 08/08/2025 | 4:16<br>a.m.  | Officers responded to Fox Den located at 27 South Central Avenue reference a verbal dispute in progress. Call was verbal in nature. One person was transported by EMS to Waterman. |  |
| 08/08/2025 | 8:47<br>a.m.  | Officers assisted the Department of Children and Families with a case in the area of Outlook Street.                                                                               |  |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

August 5, 2025 through August 11, 2025

## ARRESTS

|            |            |                                                                                                                                                                                                                                   |
|------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 08/09/2025 | 8:26 p.m.  | Officers responded to a residence in the area of South Orange Avenue reference found property. Property was taken into property and evidence for safekeeping.                                                                     |
| 08/09/2025 | 9:25 p.m.  | Officers responded to the Family Dollar located at 921 North Central Avenue reference a person needing medical attention. The person was transported to Lifestream Behavioral Center for treatment under the Baker Act.           |
| 08/10/2025 | 12:22 a.m. | Officers responded to a suspicious person in the area of North Central Avenue and Bulldog Lane. Person was seen pushing a desk and chairs down the sidewalk. The furniture was unloaded from a dumpster and was garbage.          |
| 08/10/2025 | 8:58 a.m.  | Officers responded to a call reference property found in the area of the Umatilla Elementary School. After a check of serial numbers through NCIC/FCIC with negative results the items were placed into evidence for safekeeping. |
| 08/10/2025 | 7:17 a.m.  | Officers responded to a residence on East Lake Street a person was trespassed.                                                                                                                                                    |
| 08/10/2025 | 10:33 p.m. | Officers responded to the Recovery Village located at 633 Umatilla Boulevard reference a person in medical distress. Person was taken to Lifestream Behavioral Center for treatment under the Baker Act.                          |
| 08/11/2025 | 3:55 p.m.  | Officers responded to a residence on Wafford Street reference a verbal dispute in progress. Parties separated for the evening.                                                                                                    |

|                          |     |
|--------------------------|-----|
| ARRESTS                  | 2   |
| DISPATCHED CALLS         | 102 |
| TRAFFIC STOPS            | 21  |
| TRAFFIC CITATIONS ISSUED | 3   |