



UMATILLA CITY COUNCIL MEETING

September 5, 2023 at 6:00 PM

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

AGENDA

CALL TO ORDER

ROLL CALL

AGENDA REVIEW

MINUTES REVIEW

1. Approval of Meeting Minutes
 - August 15, 2023 Land Planning Agency Minutes
 - August 15, 2023 Regular City Council Minutes

PRESENTATIONS

PUBLIC COMMENT

At this point in the meeting, the Umatilla City Council will hear questions, comments and concerns from the public.

Please write your name and address on the paper provided at the podium. Zoning or code enforcement matters which may be coming before the Council at a later date should not be discussed until such time as they come before the Council in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the Council addresses such items during this meeting. Public comments are generally limited to three minutes.

CONSENT AGENDA

2. AVCON Task Order No. 1 for T-Hangar Project - Bidding and Construction Phase Services at Umatilla Municipal Airport
3. AVCON Task Order No. 2 for Aircraft Parking Apron Expansion and Rotating Beacon Rehabilitation Design Phase Services at Umatilla Municipal Airport
4. Resolution No. 2023-21, FDOT PTGA for Design of Aircraft Parking Apron Expansion and Rotating Beacon Rehabilitation at Umatilla Municipal Airport
5. Postpone implementation of Stormwater Non Ad Valorem Assessment

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

6. Resolution 2023-22, Annual Fire Assessment Rate
7. Final Reading of Ordinance No. 2023-12, Hatfield Family Revocable Trust Annexation
8. Final Reading of Ordinance No. 2023-13, Hatfield Family Revocable Trust Small-Scale Comp Plan Amendment

9. Final Reading of Ordinance No. 2023-14, Hatfield Family Revocable Trust Rezoning
10. Final Reading of Ordinance No. 2023-15, Hatfield Family Revocable Trust Special Exception Use Permit
11. Final Reading of Ordinance No. 2023-16, Fletcher Grove Assisted Living Facility Small Scale Comp Plan Amendment
12. Final Reading of Ordinance 2023-17, Fletcher Grove Assisted Living Facility Rezoning
13. Fletcher Groves Assisted Living Facility Site Plan
14. First Reading of Ordinance 2023-18, Holy Moly Storage Special Exception Use - Mini Storage Facility

NEW BUSINESS

REPORTS

15. Staff Reports

ADJOURNMENT

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

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

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



UMATILLA CITY COUNCIL MEETING AS LAND PLANNING AGENCY

August 15, 2023 at 6:00 PM

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

MINUTES

CALL TO ORDER

Having been duly advertised as required by law Mayor Adcock called the Land Planning Agency Meeting to order at 6:00 P.M. in the Umatilla City Council Chambers.

ROLL CALL

MEMBERS PRESENT

Kent Adcock, Mayor

Chris Creech, Vice-Mayor

Katherine Adams, Council Member

John Nichols, Council Member

Not Present

Brian Butler, Council Member

Scott Blankenship, City Manager

ALSO PRESENT

Jessica Burnham, City Clerk

Kevin Stone, City Attorney

Aaron Mercer, Development and Public Services Director

Regina Frazier, Finance Director

Adam Bolton, Chief of Police

Vaughan Nilson, Public Works Director

Amy Stultz, Library Director

Misti Lambert, Assistant to the City Manager

AGENDA REVIEW

PUBLIC COMMENT

Mayor Adcock opened public comment

No one spoke

Mayor Adcock closed public comment

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

* The following items (1-4) were heard together

1. First Reading of Ordinance No. 2023-12 Hatfield Family Revocable Trust Annexation
2. First Reading of Ordinance No. 2023-13, Hatfield Family Revocable Trust Small-Scale Comp Plan Amendment
3. First Reading of Ordinance No. 2023-14 Hatfield Family Revocable Trust Rezoning
4. First Reading of Ordinance No. 2023-15 Hatfield Family Revocable Trust Special Exception Use Permit

Attorney Stone read the Ordinance 2023-12 by title only.

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 9.59 ± ACRES OF LAND GENERALLY LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone read the Ordinance 2023-13 by title only.

ORDINANCE 2023-13

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 9.59 ± ACRES OF LAND DESIGNATED AS LAKE COUNTY INDUSTRIAL TO CITY INDUSTRIAL IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY HATFIELD FAMILY REVOCABLE TRUST LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN;

PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone read the Ordinance 2023-14 by title only.

ORDINANCE 2023-14

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 9.59 ± ACRES OF LAND ZONED LAKE COUNTY AGRICULTURE (AG) TO THE DESIGNATION OF LIGHT MANUFACTURING (LM) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY HATFIELD FAMILY REVOCABLE TRUST LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone read the Ordinance 2023-15 by title only.

ORDINANCE 2023-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, APPROVING A SPECIAL EXCEPTION USE PERMIT TO ALLOW AN OWNERS/CARETAKERS'S RESIDENCE, LOCATED IN THE LM ZONING DISTRICT ON 4.59 ACRES FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF UMATILLA, FLORIDA; OWNED BY HATFIELD FAMILY REVOCABLE TRUST AND LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE, UMATILLA, LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone Swore in the witness providing testimony for these agenda items.

Sherie Lindh, Land Planning Group, provided an overview of the four public hearings and stated the request for these items include Annexation, Small-Scale Comp Plan Amendment, Rezoning, and a Special Exception Use Permit.

Ms. Lindh went over the site details which included the acreage, which is 9.59 ± Acres, the existing future land use, the Existing Zoning: County Agriculture, the proposed land use, the proposed zoning and the current use.

Robin Drage, on behalf of the applicant, addressed council and stated that the applicant agrees with the recommendation of approval.

Mayor Adcock opened public comment

No one spoke

Mayor Adcock closed public comment

Discussion took place on the allowed uses in the Light Manufacturing (LM) zoning.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-12 HATFIELD FAMILY REVOCABLE TRUST ANNEXATION; SECONDED BY COUNCIL MEMBER ADAMS. MOTION PASSED BY ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Adams	YES
Vice Mayor Creech	YES
Mayor Adcock	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-13, HATFIELD FAMILY REVOCABLE TRUST SMALL-SCALE COMP PLAN AMENDMENT; SECONDED BY COUNCIL MEMBER ADAMS. MOTION PASSED BY ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Adams	YES
Vice Mayor Creech	YES
Mayor Adcock	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-14 HATFIELD FAMILY REVOCABLE TRUST REZONING; SECONDED BY COUNCIL MEMBER ADAMS. MOTION PASSED BY ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Adams	YES
Vice Mayor Creech	YES
Mayor Adcock	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-15 HATFIELD FAMILY REVOCABLE TRUST SPECIAL EXCEPTION USE PERMIT; SECONDED BY COUNCIL MEMBER ADAMS. MOTION PASSED BY ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Adams	YES
Vice Mayor Creech	YES
Mayor Adcock	YES

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

5. First Reading of Ordinance No. 2023-16 Fletcher Grove Assisted Living Facility Small Scale Comp Plan Amendment
6. First Reading of Ordinance 2023-17 Fletcher Grove Assisted Living Facility Rezoning

Attorney Stone read the Ordinance 2023-16 by title only.

ORDINANCE 2023-16

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 9.789 ± ACRES OF LAND DESIGNATED SINGLE FAMILY MEDIUM DENSITY TO INSTITUTIONAL IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FLETCHER GROVE DEVELOPMENT, LLC LOCATED NORTH OF CR 450 AND WEST OF FLETCHER ROAD ; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone read the Ordinance 2023-17 by title only.

ORDINANCE 2023-17

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 9.789 ± ACRES OF LAND ZONED COMMERCIAL TOURIST AND RESIDENTIAL PROFESSIONAL TO THE DESIGNATION OF PUBLIC FACILITIES DISTRICT (PFD) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FLETCHER GROVE DEVELOPMENT, LLC LOCATED NORTH OF CR 450 AND WEST OF FLETCHER ROAD; APPROVING A CONCEPTUAL PLAN FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone Swore in the witness providing testimony for these agenda items.

Ms. Lindh, provided the council with an overview of the agenda items and stated the owner is seeking a small-scale comp plan amendment from SF medium density (5 units/acre) to Institutional (.75 ISR) and rezoning to PFD for a 121-unit (156 beds) assisted living facility (65) with memory care (24 units) and independent living (32 units).

Applicant, provided council with the history of their company and gave a presentation of the project.

Mayor Adcock opened public comment

James Merial, inquired about the fencing and the sewage.

Ruddy Hitchcock, inquired about the traffic impact.

Mayor Adcock closed public comment

Discussion ensued on the entrance to the project.

MOTION BY VICE MAYOR CREECH TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-16 FLETCHER GROVE ASSISTED LIVING FACILITY SMALL SCALE COMP PLAN AMENDMENT; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION PASSED BY ROLL CALL VOTE.

Vice Mayor Creech	YES
Council Member Nichols	YES
Council Member Adams	YES
Mayor Adcock	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE FIRST READING OF ORDINANCE 2023-17 FLETCHER GROVE ASSISTED LIVING FACILITY REZONING; SECONDED BY VICE MAYOR CREECH. MOTION PASSED BY ROLL CALL VOTE.

Council Member Nichols	YES
Vice Mayor Creech	YES
Council Member Adams	YES

Mayor Adcock	YES
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DISCUSSION ITEMS

ADJOURNMENT

With no further business for discussion, meeting adjourned at approximately 7:27 p.m.

Kent Adcock, MAYOR

Jessica Burnham
City Clerk



UMATILLA CITY COUNCIL MEETING

August 15, 2023 at 6:00 PM

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

MINUTES

CALL TO ORDER

Having been duly advertised as required by law Mayor Adcock called the Regular City Council Meeting to order at 7:27 P.M. in the Umatilla City Council Chambers.

ROLL CALL

MEMBERS PRESENT

Kent Adcock, Mayor

Chris Creech, Vice-Mayor

Katherine Adams, Council Member

John Nichols, Council Member

Not Present

Brian Butler, Council Member

Scott Blankenship, City Manager

ALSO PRESENT

Jessica Burnham, City Clerk

Kevin Stone, City Attorney

Aaron Mercer, Development and Public Services Director

Regina Frazier, Finance Director

Adam Bolton, Chief of Police

Vaughan Nilson, Public Works Director

Amy Stultz, Library Director

Misti Lambert, Assistant to the City Manager

AGENDA REVIEW

Aaron Mercer, Development and Public Services Director, asked council to amended the agenda to include Resolution No. 2023-15, Umatilla High School Homecoming Parade FDOT Road Closure.

Kevin Stone, City Attorney, read Resolution No. 2023-15 by title only.

Resolution 2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, SUBMITTING A REQUEST TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF THE TWO NORTH BOUND LANES OF STATE ROAD 19 ON SEPTEMBER 14, 2023; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION BY VICE MAYOR CREECH TO APPROVE THE AGENDA WITH THE STATED CHANGE AND APPROVE RESOLUTION NO 2023-15, UMATILLA HIGH SCHOOL HOMECOMING PARADE FDOT ROAD CLOSURE; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

MINUTES REVIEW

1. Approval of Meeting Minutes
 - August 1, 2023 CRA Board Minutes
 - August 1, 2023 Regular City Council Minutes

MOTION BY VICE MAYOR CREECH TO APPROVE THE MINUTES; SECONDED BY COUNCIL MEMBER NICHOLS; MOTION APPROVED BY UNANIMOUS VOICE VOTE.

PRESENTATIONS

2. Fiscal Year 2021-2022 Annual Comprehensive Financial Report Presentation

Tammy Campbell, presented the council with the audit report

PUBLIC COMMENT

Mayor Adcock opened public comment

No one spoke

Mayor Adcock closed public comment

CONSENT AGENDA

3. UCF Voluntary Cooperation and Operational Mutual Aid Agreement

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

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

4. Resolution 2023-14 Florida Rural Water - Drinking Water Asset Management Plan

Attorney Stone read Resolution No. 2023-14 by title only.

RESOLUTION NO. 2023-14

A RESOLUTION OF THE CITY OF UMATILLA, APPROVING THE WATER SYSTEM ASSET MANAGEMENT AND FISCAL SUSTAINABILITY PLAN; AUTHORIZING THE CITY MANAGER AND DEVELOPMENT AND PUBLIC SERVICES DIRECTOR TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. George Glover, FRWA Utility Asset Manager, provided the council with a presentation in regards to the Umatilla Water Asset Management.

MOTION BY VICE MAYOR CREECH TO APPROVE RESOLUTION 2023-14 FLORIDA RURAL WATER - DRINKING WATER ASSET MANAGEMENT PLAN SECONDED BY COUNCIL MEMBER NICHOLS. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

* The following items (6-9) were heard together

6. First Reading of Ordinance No. 2023-12 Hatfield Family Revocable Trust Annexation
7. First Reading of Ordinance No. 2023-13, Hatfield Family Revocable Trust Small-Scale Comp Plan Amendment
8. First Reading of Ordinance No. 2023-14 Hatfield Family Revocable Trust Rezoning
9. First Reading of Ordinance No. 2023-15 Hatfield Family Revocable Trust Special Exception Use Permit

Attorney Stone read the Ordinance 2023-12 by title only.

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 9.59 ± ACRES OF LAND GENERALLY LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone read the Ordinance 2023-13 by title only.

ORDINANCE 2023-13

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 9.59 ± ACRES OF LAND DESIGNATED AS LAKE COUNTY INDUSTRIAL TO CITY INDUSTRIAL IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY HATFIELD FAMILY REVOCABLE TRUST LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone read the Ordinance 2023-14 by title only.

ORDINANCE 2023-14

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 9.59 ± ACRES OF LAND ZONED LAKE COUNTY AGRICULTURE (AG) TO THE DESIGNATION OF LIGHT MANUFACTURING (LM) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY HATFIELD FAMILY REVOCABLE TRUST LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone read the Ordinance 2023-15 by title only.

ORDINANCE 2023-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, APPROVING A SPECIAL EXCEPTION USE PERMIT TO ALLOW AN OWNERS/CARETAKERS'S RESIDENCE, LOCATED IN THE LM ZONING DISTRICT ON 4.59 ACRES FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF UMATILLA, FLORIDA; OWNED BY HATFIELD FAMILY REVOCABLE TRUST AND LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE, UMATILLA, LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone Swore in the witness providing testimony for these agenda items and reminded council that the testimony from the Land Planning Agency would be carried forward to this meeting.

Sherie Lindh, Land Planning Group, stated the testimony from the Land Planning Agency would be carried forward.

Mayor Adcock opened public comment

No one spoke

Mayor Adcock closed public comment

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-12 HATFIELD FAMILY REVOCABLE TRUST ANNEXATION; SECONDED BY VICE MAYOR CREECH. MOTION PASSED BY ROLL CALL VOTE.

Council Member Nichols	YES
Vice Mayor Creech	YES
Council Member Adams	YES
Mayor Adcock	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-13, HATFIELD FAMILY REVOCABLE TRUST SMALL-SCALE COMP PLAN AMENDMENT; SECONDED BY VICE MAYOR CREECH. MOTION PASSED BY ROLL CALL VOTE.

Council Member Nichols	YES
Vice Mayor Creech	YES
Council Member Adams	YES
Mayor Adcock	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-14 HATFIELD FAMILY REVOCABLE TRUST REZONING; SECONDED BY VICE MAYOR CREECH. MOTION PASSED BY ROLL CALL VOTE.

Council Member Nichols	YES
Vice Mayor Creech	YES
Council Member Adams	YES
Mayor Adcock	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-15 HATFIELD FAMILY REVOCABLE TRUST SPECIAL EXCEPTION USE PERMIT; SECONDED BY VICE MAYOR CREECH. MOTION PASSED BY ROLL CALL VOTE.

Council Member Nichols	YES
Vice Mayor Creech	YES
Council Member Adams	YES
Mayor Adcock	YES

* The following items (10-11) were heard together

10. First Reading of Ordinance No. 2023-16 Fletcher Grove Assisted Living Facility Small Scale Comp Plan Amendment

11. First Reading of Ordinance 2023-17 Fletcher Grove Assisted Living Facility Rezoning

Attorney Stone read the Ordinance 2023-16 by title only.

ORDINANCE 2023-16

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 9.789 ± ACRES OF LAND DESIGNATED SINGLE FAMILY MEDIUM DENSITY TO INSTITUTIONAL IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FLETCHER GROVE DEVELOPMENT, LLC LOCATED NORTH OF CR 450 AND WEST OF FLETCHER ROAD ; DIRECTING THE

CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone read the Ordinance 2023-17 by title only.

ORDINANCE 2023-17

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 9.789 ± ACRES OF LAND ZONED COMMERCIAL TOURIST AND RESIDENTIAL PROFESSIONAL TO THE DESIGNATION OF PUBLIC FACILITIES DISTRICT (PFD) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FLETCHER GROVE DEVELOPMENT, LLC LOCATED NORTH OF CR 450 AND WEST OF FLETCHER ROAD; APPROVING A CONCEPTUAL PLAN FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Stone Swore in the witness providing testimony for these agenda items and reminded council that the testimony from the Land Planning Agency would be carried forward to this meeting.

Ms. Lindh, Land Planning Group, stated the testimony from the Land Planning Agency would be carried forward.

Mayor Adcock opened public comment

No one spoke

Mayor Adcock closed public comment

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-16 FLETCHER GROVE ASSISTED LIVING FACILITY SMALL SCALE COMP PLAN AMENDMENT; SECONDED BY VICE MAYOR CREECH. MOTION PASSED BY ROLL CALL VOTE.

Council Member Nichols	YES
Vice Mayor Creech	YES

Council Member Adams	YES
Mayor Adcock	YES

MOTION BY VICE MAYOR CREECH TO APPROVE THE FIRST READING OF ORDINANCE 2023-17 FLETCHER GROVE ASSISTED LIVING FACILITY REZONING; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION PASSED BY ROLL CALL VOTE.

Vice Mayor Creech	YES
Council Member Nichols	YES
Council Member Adams	YES
Mayor Adcock	YES

NEW BUSINESS

11. RFP 2023-06 Umatilla Industrial Park and Lake Ferns Road Improvement Project BID Award

Mr. Mercer stated the City recently solicited construction bids for the Lake Fern Road construction project. The staff conducted a bid opening at 2PM on Thursday, August 3rd and received five sealed bid packages. The bids submitted are as follows:

1. Bulldog Sitework - \$1,458,763.54
2. Art Walker Construction - \$1,578,839.35
3. Carr and Collier - \$2,700,000.00
4. CWR Contracting - \$3,361,710
5. Saboungi Construction, Inc. - \$3,745,467.29

City Engineering Consultant Half Engineering has reviewed and evaluated the bids and is recommending the City award the project to the lowest bid, Bulldog Sitework for \$1,458,763.54.

MOTION BY VICE MAYOR CREECH TO AWARD RFP 2023-06 UMATILLA INDUSTRIAL PARK AND LAKE FERNS ROAD IMPROVEMENT PROJECT TO BULLDOG SITEWORK AND START THE NEGOTIATION PROCESS; SECOND BY COUNCIL MEMBER NICHOLS. MOTION APPROVED BY UNANIMOUS VOICE VOTE.

REPORTS

12. Staff Report

Attorney Stone no report

Vice Mayor Creech no report

Council Member Adams attended the educational breakfast for back to school and stated it was a great event.

Council Member Nichols spoke about the ongoing construction at the airport

Mayor Adcock also attended the breakfast and attended the Florida League of Cities conference

Chief Bolton no report

Ms. Frazier no report

Ms. Lambert spoke on the av system in the Cadwell bldg.

Mr. Nilson no report

Ms. Stultz no report

Mr. Mercer provide council with an update on the bears and bagel

ADJOURNMENT

With no further business for discussion, meeting adjourned at approximately 8:11 p.m.

Kent Adcock, MAYOR

Jessica Burnham
City Clerk



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: August 25, 2023

MEETING DATE: September 5, 2023

SUBJECT: AVCON Task Order No. 1 for T-Hangar Project - Bidding and Construction Phase Services at Umatilla Municipal Airport

BACKGROUND SUMMARY:

The City previously accepted a design grant and an initial grant to fund construction of T-Hangars in the new terminal area of the airport. The plans and specifications for the 13-unit T-Hangar building and associated site improvements have been completed and are ready for bidding. This Task Order includes assistance for bidding on the project, coordination with FDOT for additional funding necessary to complete the construction, construction administration, and on-site observation of the construction project.

Funding for this Task Order was included in a previously approved FDOT Public Transportation Grant Agreement (PTGA) (98%) and Local (2%).

RECOMMENDATIONS:

Approval of AVCON Task Order No. 1 for T-Hangar Project – Bidding and Construction Phase Services at Umatilla Municipal Airport.

FISCAL IMPACTS:

Airport Fund grant match of \$3,580

ATTACHMENTS:

1. Task Order No. 1 - T- Hanger Project
-

Sept 5th



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

Re: Umatilla Municipal Airport
Task Order No. 1
T-Hangar Project – Bidding and Construction 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 T-Hangar Construction at Umatilla Municipal Airport (the "Project").

2. DESCRIPTION OF SERVICES:

The CONSULTANT shall provide bidding and construction phase services for the T-Hangar 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 April 30, 2024.

5. PAYMENTS:

Payments shall be made in accordance with Section 2.2A of the Agreement. The total fee amount is \$178,980.00 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. 1.

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: _____

Date: _____

Date: _____

ATTACHMENTS:

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



ATTACHMENT A
SCOPE OF SERVICES
Umatilla Municipal Airport
T-Hangar Construction
Bidding and Construction Phase Services

PROJECT DESCRIPTION:

The CONSULTANT shall provide bidding and construction phase services for the T-Hangar Construction Project at Umatilla Municipal Airport. The project limits are depicted on Attachment C. Generally, the project includes construction of a 13-unit T-Hangar building, taxilanes and aprons. Also included in the project are pavement markings, and stormwater improvements required by St. John's River Water Management District (SJRWMD).

SERVICES:

Administration

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

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

Bidding Phase

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

Bidding

Bidding includes:

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

Construction Phase

Construction Administration

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

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR and submit to 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, FDOT, and the Contractor.
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor provided as-built survey.
- Issue certificates of construction completion to the SPONSOR and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR and FDOT.

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 the 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 and FDOT.

The construction contract has a 150-calendar day duration from the full notice to proceed. This scope and fee assumes 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:	2 days
Full-time Inspection:	108 days
Post-Construction:	2 days

END OF ATTACHMENT A

EXHIBIT B - HOUR AND FEE PROPOSAL
T-HANGAR CONSTRUCTION - BIDDING AND CONSTRUCTION PHASE SERVICES
UMATILLA MUNICIPAL AIRPORT

08/08/2023

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	
1	BIDDING															
1.1	Grant Administration and Project Coordination	2	\$ 600	4	\$ 800		\$ -		\$ -		\$ -		\$ -	6	\$ 1,400	\$ -
1.2	Prepare bid documents for distribution		\$ -	4	\$ 800	16	\$ 2,160		\$ -		\$ -	4	\$ 320	24	\$ 3,280	\$ -
1.3	Assist with advertisement		\$ -	4	\$ 800		\$ -		\$ -		\$ -	4	\$ 320	8	\$ 1,120	\$ -
1.4	Attend and prepare meeting minutes for pre-bid conference		\$ -	4	\$ 800	4	\$ 540		\$ -		\$ -	2	\$ 160	10	\$ 1,500	\$ -
1.5	Respond to bidder questions, issue addenda		\$ -	4	\$ 800	8	\$ 1,080		\$ -		\$ -		\$ -	12	\$ 1,880	\$ 500
1.6	Attend bid opening		\$ -	4	\$ 800		\$ -		\$ -		\$ -		\$ -	4	\$ 800	\$ -
1.7	Prepare bid tabulation and recommendation of award		\$ -	4	\$ 800		\$ -		\$ -		\$ -		\$ -	4	\$ 800	\$ -
	Subtotal	2	\$ 600	28	\$ 5,600	28	\$ 3,780	0	\$ -	0	\$ -	10	\$ 800	68	\$ 10,780	\$ 500
2	CONSTRUCTION ADMINISTRATION															
2.1	Grant Administration and Project Coordination	4	\$ 1,200	8	\$ 1,600		\$ -		\$ -		\$ -		\$ -	12	\$ 2,800	\$ -
2.2	Pre-Construction meeting		\$ -	4	\$ 800	8	\$ 1,080		\$ -		\$ -		\$ -	12	\$ 1,880	\$ -
2.3	Weekly Construction meetings		\$ -		\$ -	160	\$ 21,600		\$ -		\$ -		\$ -	160	\$ 21,600	\$ -
2.4	Submittal review and approval, RFI resolution		\$ -	8	\$ 1,600	24	\$ 3,240		\$ -	16	\$ 1,760		\$ -	48	\$ 6,600	\$ 1,000
2.5	Pay application review and approval		\$ -		\$ -	16	\$ 2,160		\$ -	16	\$ 1,760		\$ -	32	\$ 3,920	\$ -
2.6	Final punchwalk, final punchlist, and final inspection		\$ -	8	\$ 1,600	16	\$ 2,160		\$ -	4	\$ 440		\$ -	28	\$ 4,200	\$ 500
2.7	Project closeout		\$ -	4	\$ 800	8	\$ 1,080		\$ -	4	\$ 440		\$ -	16	\$ 2,320	\$ -
	Subtotal	4	\$ 1,200	32	\$ 6,400	232	\$ 31,320	0	\$ -	40	\$ 4,400	0	\$ -	308	\$ 43,320	\$ 1,500
3	CONSTRUCTION OBSERVATION															
3.1	Pre-Construction Coordination		\$ -		\$ -		\$ -	16	\$ 2,160		\$ -		\$ -	16	\$ 2,160	\$ -
3.2	On-site construction observation		\$ -		\$ -		\$ -	856	\$ 115,560		\$ -		\$ -	856	\$ 115,560	\$ -
3.3	Post-construction records preparation		\$ -		\$ -		\$ -	16	\$ 2,160		\$ -		\$ -	16	\$ 2,160	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	888	\$ 119,880	0	\$ -	0	\$ -	888	\$ 119,880	\$ -
4	QUALITY ASSURANCE MATERIAL TESTING															
4.1	Quality Assurance Material Testing		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	\$ 3,000
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 3,000
	Total	6	\$ 1,800	60	\$ 12,000	260	\$ 35,100	888	\$ 119,880	40	\$ 4,400	10	\$ 800	1,264	\$ 173,980	\$ 5,000

Total Project Fee	\$ 178,980
--------------------------	-------------------



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: August 25, 2023

MEETING DATE: September 5, 2023

SUBJECT: AVCON Task Order No. 2 for Aircraft Parking Apron Expansion and Rotating Beacon Rehabilitation - Design Phase Services at Umatilla Municipal Airport

BACKGROUND SUMMARY:

The City previously accepted design grants from FAA and FDOT to design the Aircraft Parking Apron Expansion and Rotating Beacon Rehabilitation project at Umatilla Municipal Airport. This task order includes grant assistance, topographic survey, geotechnical investigation, civil and electrical engineering necessary to design the 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). Additionally, the existing rotating beacon will be rehabilitated. The design will include replacement of the beacon, rehabilitation of the existing tower, and a new power service.

Funding for this Task Order is covered by a previously accepted FAA Bipartisan Infrastructure Law (BIL) grant (90%), and a FDOT Public Transportation Grant Agreement (PTGA) (10%).

RECOMMENDATIONS:

Approval of AVCON Task Order No. 2 for Aircraft Parking Apron Expansion and Rotating Beacon Rehabilitation - Design Phase Services at Umatilla Municipal Airport.

FISCAL IMPACTS:

BIL grant of \$206,550 and FDOT grant of \$22,950 to be included in next budget amendment.

ATTACHMENTS:

1. Task Order No. 20-Aircraft Parking Apron Expansion and Beacon
-

TBD



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

Re: Umatilla Municipal Airport
Task Order No. 2
Aircraft Parking Apron Expansion and Rotating Beacon Rehabilitation – Design 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 and Rotating Beacon Rehabilitation 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 and Rotating Beacon Rehabilitation 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 April 30, 2024.

5. PAYMENTS:

Payments shall be made in accordance with Section 2.2A of the Agreement. The total fee amount is \$229,500.00 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 CONSULTANT after the execution of this Agreement who are providing labor under the Agreement during the term of the Agreement; and (b) all employees within the State of Florida of any of the CONSULTANT's sub-contractors that are hired by those sub-contractors after the execution of this Agreement who are providing labor under the Agreement during the term of the Agreement..

Your signature, in the space provided below, will signify approval of the terms and conditions of this request which, together with the basic Agreement and Attachments identified below will constitute Task Order No. 2.

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: _____

Date: _____

Date: _____

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 and Rotating Beacon Rehabilitation

Design Phase Services

PROJECT DESCRIPTION:

The CONSULTANT shall provide design phase services for the Aircraft Parking Apron Expansion and Rotating Beacon Rehabilitation 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). Additionally, the existing rotating beacon will be rehabilitated. This includes replacement of the beacon, rehabilitation of the existing tower, and new power service.

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.

Design Phase

The services to be performed during the Design Phase consist generally of services required to furnish the SPONSOR with a complete set of Contract Documents for the Project, including Plans, Specifications, Engineer's Report, and an Estimate of Construction Cost. The Design scope of services will include:

- Schematic Design.
 - Acquire topographic survey.
 - Acquire geotechnical information.
 - Develop pavement design.
 - Verify beacon tower condition.
 - Develop schematic plans.

- Prepare Engineer's Report and construction cost estimate.
- Preliminary Design.
 - Field verify survey.
 - Develop preliminary paving, grading, drainage, and marking design plans.
 - Develop preliminary airfield electrical design plans.
 - Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
 - Submit FAA OE/AAA (Airspace Review).
 - Develop rotating beacon plans.
 - Develop general and technical specifications.
 - Update Engineer's Report and construction cost estimate.
- Final Design.
 - Finalize design plans.
 - Submit stormwater permit application.
 - Finalize CSPP and upload to OE/AAA for FAA review and approval.
 - Finalize general and technical specifications.
 - Prepare Final Engineer's Report and construction cost estimate.

Deliverables include electronic copies of Contract Documents at the completion of each Design Phase, and the SJRWMD Permit. Permit fees are not included and shall be paid directly by the SPONSOR. Final Contract Documents will be uploaded into JACIP.

END OF ATTACHMENT A

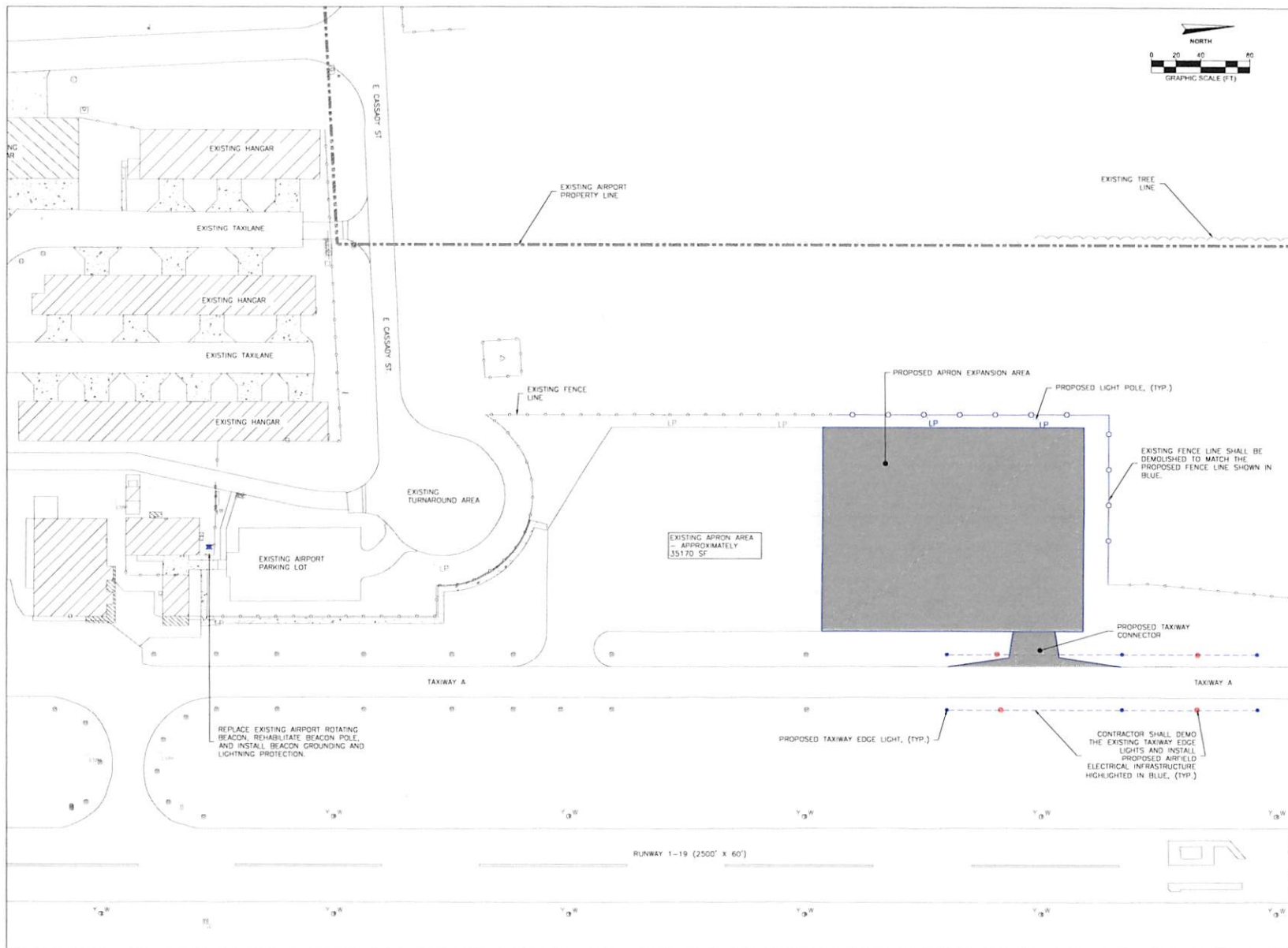
EXHIBIT B - HOUR AND FEE PROPOSAL
AIRCRAFT PARKING APRON EXPANSION AND ROTATING BEACON REHABILITATION - DESIGN PHASE SERVICES
UMATILLA MUNICIPAL AIRPORT

08/08/2023

TASK	DESCRIPTION	Principal		Sr. Project Manager		Project Engineer		Sr. Designer		QC Reviewer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 300	Rate/Hour:	\$ 200	Rate/Hour:	\$ 135	Rate/Hour:	\$ 115	Rate/Hour:	\$ 280	Rate/Hour:	\$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	SCHEMATIC DESIGN															
1.1	Grant Administration and Project Coordination	8	\$ 2,400	8	\$ 1,600		\$ -		\$ -		\$ -		\$ -	16	\$ 4,000	\$ -
1.2	Acquire topographic survey.		\$ -	4	\$ 800	8	\$ 1,080	16	\$ 1,840		\$ -		\$ -	28	\$ 3,720	\$ 8,440
1.3	Acquire geotechnical information.		\$ -	4	\$ 800	8	\$ 1,080	8	\$ 920		\$ -		\$ -	20	\$ 2,800	\$ 6,500
1.4	Develop pavement design.		\$ -	8	\$ 1,600	8	\$ 1,080		\$ -		\$ -		\$ -	16	\$ 2,680	\$ -
1.5	Verify beacon tower condition.		\$ -	8	\$ 1,600	8	\$ 1,080		\$ -		\$ -		\$ -	16	\$ 2,680	\$ -
1.6	Develop schematic plans.		\$ -	40	\$ 8,000	80	\$ 10,800	120	\$ 13,800		\$ -		\$ -	240	\$ 32,600	\$ -
1.7	Prepare Engineer's Report and construction cost estimate.		\$ -	16	\$ 3,200	40	\$ 5,400	24	\$ 2,760		\$ -	16	\$ 1,280	96	\$ 12,640	\$ -
1.8	QC Review		\$ -	4	\$ 800	4	\$ 540	4	\$ 460	16	\$ 4,640		\$ -	28	\$ 6,440	\$ -
	Subtotal	8	\$ 2,400	92	\$ 18,400	156	\$ 21,060	172	\$ 19,780	16	\$ 4,640	16	\$ 1,280	460	\$ 67,560	\$ 14,940
2	PRELIMINARY DESIGN															
2.1	Grant Administration and Project Coordination	8	\$ 2,400		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 2,400	\$ -
2.2	Field verify survey.		\$ -		\$ -	8	\$ 1,080	8	\$ 920		\$ -		\$ -	16	\$ 2,000	\$ -
2.3	Develop preliminary paving, grading, drainage, and marking design plans.		\$ -	40	\$ 8,000	40	\$ 5,400	80	\$ 9,200		\$ -		\$ -	160	\$ 22,600	\$ -
2.4	Develop preliminary airfield electrical design plans.		\$ -	16	\$ 3,200	32	\$ 4,320	40	\$ 4,600		\$ -		\$ -	88	\$ 12,120	\$ -
2.5	Develop Draft Construction Safety and Phasing Plans and Document (CSPP).		\$ -	8	\$ 1,600	16	\$ 2,160	40	\$ 4,600		\$ -		\$ -	64	\$ 8,360	\$ -
2.6	Submit FAA OE/AAA (Airspace Review).		\$ -		\$ -	4	\$ 540	4	\$ 460		\$ -		\$ -	8	\$ 1,000	\$ -
2.7	Develop rotating beacon plans.		\$ -	16	\$ 3,200	40	\$ 5,400	40	\$ 4,600		\$ -		\$ -	96	\$ 13,200	\$ -
2.8	Develop general and technical specifications.		\$ -	8	\$ 1,600	24	\$ 3,240	40	\$ 4,600		\$ -	8	\$ 640	80	\$ 10,080	\$ -
2.9	Update Engineer's Report and construction cost estimate.		\$ -	8	\$ 1,600	16	\$ 2,160	40	\$ 4,600		\$ -	8	\$ 640	72	\$ 9,000	\$ -
2.10	QC Review		\$ -	8	\$ 1,600	8	\$ 1,080	8	\$ 920	16	\$ 4,640		\$ -	40	\$ 8,240	\$ -
	Subtotal	8	\$ 2,400	104	\$ 20,800	188	\$ 25,380	300	\$ 34,500	16	\$ 4,640	16	\$ 1,280	632	\$ 89,000	\$ -
3	FINAL DESIGN															
3.1	Grant Administration and Project Coordination	8	\$ 2,400		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 2,400	\$ -
3.2	Finalize design plans.		\$ -	24	\$ 4,800	40	\$ 5,400	120	\$ 13,800		\$ -		\$ -	184	\$ 24,000	\$ -
3.3	Submit stormwater permit application.		\$ -	8	\$ 1,600	40	\$ 5,400	16	\$ 1,840		\$ -		\$ -	64	\$ 8,840	\$ -
3.4	Finalize CSPP and upload to OE/AAA for FAA review and approval.		\$ -	8	\$ 1,600	16	\$ 2,160	24	\$ 2,760		\$ -		\$ -	48	\$ 6,520	\$ -
3.5	Finalize general and technical specifications.		\$ -	8	\$ 1,600	8	\$ 1,080	16	\$ 1,840		\$ -	8	\$ 640	40	\$ 5,160	\$ -
3.6	Prepare Final Engineer's Report and construction cost estimate.		\$ -	8	\$ 1,600	8	\$ 1,080	16	\$ 1,840		\$ -	8	\$ 640	40	\$ 5,160	\$ -
3.7	QC Review		\$ -	8	\$ 1,600	8	\$ 1,080	8	\$ 920	8	\$ 2,320		\$ -	32	\$ 5,920	\$ -
	Subtotal	8	\$ 2,400	64	\$ 12,800	120	\$ 16,200	200	\$ 23,000	8	\$ 2,320	16	\$ 1,280	416	\$ 58,000	\$ -
	Total	24	\$ 7,200	260	\$ 52,000	464	\$ 62,640	672	\$ 77,280	40	\$ 11,600	48	\$ 3,840	1,508	\$ 214,560	\$ 14,940

Total Project Fee \$ 229,500

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AVCON, INC.
ENGINEERS & PLANNERS
1933 E. MICHIGAN ST., SUITE 100, ORLANDO, FL 32817
OFFICE: (407) 381-1121 FAX: (407) 381-1122
COORDINATE: CERTIFICATE OF AUTHORIZATION NUMBER: 5857
www.avconinc.com

This form has been digitally signed and sealed by:

Printed copies of this document are not considered signed and sealed
and the signature must be verified on any electronic copies.

EXHIBIT

**UMATILLA MUNICIPAL
AIRPORT
UMATILLA, FLORIDA**

**APRON EXPANSION
SCOPE EXHIBIT**

ATTENTION:

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION. ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PROJECT. WITHOUT THE WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS EXPRESSLY PROHIBITED.

SCALE (US SVY FT): GRAPHIC

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED BY:

DRAWN BY:

CHECKED BY:

APPROVED BY:

DATE: AUGUST 08, 2023

DRAWING

SHEET OF XX



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: August 29, 2023

MEETING DATE: September 5, 2023

SUBJECT: Resolution No. 2023-21, FDOT PTGA for Design of Aircraft Parking Apron Expansion and Rotating Beacon Rehabilitation at Umatilla Municipal Airport

BACKGROUND SUMMARY:

The City previously accepted a design grant from FAA for 90% of the cost to design the Aircraft Parking Apron Expansion and Rotating Beacon Rehabilitation project at Umatilla Municipal Airport. The City requested funding assistance for the remainder of the project cost and FDOT has offered the attached PTGA. During special events and on high traffic days, the existing aircraft parking area does not provide sufficient space for visiting pilots to tie-down their aircraft. This project will provide a design for an additional 8 aircraft parking spaces. Additionally, design will be completed to rehabilitate the rotating beacon which is no longer operational. The final product of the design will be plans and specifications prepared to solicit bids for construction.

RECOMMENDATIONS:

Approval of Resolution No. 2023-21, FDOT PTGA for Design for Aircraft Parking Apron Expansion and Rotating Beacon Rehabilitation at Umatilla Municipal Airport.

FISCAL IMPACTS:

FDOT funds of \$22,950 will be added to the next budget amendment.

ATTACHMENTS:

1. PTGA To Sponsor 453566-1_Rehab Airport Beacon_Apron Expansion
 2. Resolution No. 2023-21, FDOT PTGA for Design of Aircraft Parking Apron Expansion and Rotating Beacon Rehabilitation at Umatilla Municipal Airport kms
-

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DPTO	FLAIR Category:
453566-1-94-01	Work Activity Code/Function:	215	088719
	Federal Number/Federal Award		Object Code: 740100
	Identification Number (FAIN) – Transit only:	N/A	Org. Code: 55052000531
Contract Number:	Federal Award Date:	N/A	Vendor Number: VF596000442008
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

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 Design for Aircraft Parking Apron Expansion and Rotating Beacon Rehabilitation at Umatilla Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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- a. The estimated total cost of the Project is \$240,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$24,000 and, the Department's participation in the Project shall not exceed 10.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Contracts of the Agency:

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

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

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

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

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

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

Federal Funded:

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

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

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

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

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

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

State Funded:

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

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

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

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

And

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

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

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

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

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

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

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

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

18. Indemnification and Insurance:

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

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

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

This indemnification shall survive the termination of this Agreement."

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

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

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

19. Miscellaneous:

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

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

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

AGENCY City of Umatilla

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: C. Jack Adkins

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

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)): Expand existing aircraft parking apron and add designated aircraft runup area. Replace airport beacon and rehabilitate pole, power and control services.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron Rehabilitation/Reconstruction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design 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 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 Material

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
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Form 725-000-02
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EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453566-1-94-01	BIL	088719	2024	740100	N/A	N/A	\$216,000.00
453566-1-94-01	DPTO	088719	2024	740100	N/A	N/A	\$24,000.00
Total Financial Assistance							\$240,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$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	\$24,000.00	\$0.00	\$216,000.00	\$240,000.00	10.00	0.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$24,000.00	\$0.00	\$216,000.00	\$240,000.00			

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

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

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

Luci Taylor

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

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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,

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

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

Insert District PIO contact info:

800-780-7102

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

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

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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: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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EXHIBIT E

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

A. General.

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

B. Agency Compliance Certification.

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

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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

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

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

14. Operations and Maintenance.

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

15. Federal Funding Eligibility.

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

16. Project Implementation.

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

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

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

- End of Exhibit E -

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 2023-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ACCEPTING THE PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) 453566-1 FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF DESIGN FOR AIRCRAFT PARKING APRON EXPANSION AND ROTATING BEACON REHABILITATION 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 proposes, at the Umatilla Municipal Airport (X23), to expand the aircraft parking apron and rehabilitate the rotating beacon and desires to undertake the design phase activities (the “Project”) to accomplish the same, for which the design phase costs are expected to be \$240,000; and

WHEREAS, in order to fund, in part, the Project, the City Council of the City of Umatilla, Lake County, Florida, on July 18, 2023, approved the Grant Agreement offered by the Federal Aviation Administration for Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG) Project No. 3-12-0026-017-2023 at Umatilla Municipal Airport, for the Project with a maximum obligation of the United States in the amount of \$216,000; and

WHEREAS, the Florida Department of Transportation has offered a Public Transportation Grant Agreement (PGTA) (Project N. 453566-1-94-01) pursuant to the FDOT Aviation Match to Direct Federal Funding program area to participate in funding the Project up to a maximum amount of \$24,000 (but in any event not to exceed 10% of the total eligible cost of the design);

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

1. That the Umatilla City Council accepts the Public Transportation Grant Agreement 453566-1 offered by the Florida Department of Transportation for funding 10% of this project, not to exceed \$24,000, including the assurances contained therein.
2. That the Mayor or the City Manager are hereby authorized and directed to sign the Public Transportation Grant Agreement on behalf of the City of Umatilla, Lake County, Florida.
3. That the Finance Director is hereby directed to amend the budget to include the increase in funding.
4. **SAVINGS CLAUSE:** If any section, sentence, clause, phrase, or word of this Resolution is for any reason held, or declared to be, unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this Resolution without such unconstitutional, invalid, or inoperative part therein; and the remainder of this Resolution, after the exclusion of such part or parts shall be deemed and held to be valid as if such parts had not been included herein; or if this Resolution or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

EFFECTIVE DATE: This Resolution shall take effect immediately upon its adoption by the City Council of the City of Umatilla, Lake County, Florida, this ____ day of September, 2023.

Attest:

Kent Adcock, MAYOR of the
City of Umatilla, Florida

Jessica Burnham, FRCM
City Clerk

Kevin Stone, Attorney for the
City of Umatilla, Florida



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: August 28, 2023

MEETING DATE: September 5, 2023

SUBJECT: Postpone implementation of Stormwater Non Ad Valorem Assessment

BACKGROUND SUMMARY:

At the July 18, 2023 City Council meeting, Resolution 2023-12 Preliminary Stormwater Assessment Fee was approved. The intention was to move the billing for stormwater from the utility bill to the tax bill in order to allow for better collection. Since that time, staff has worked with our consultant, Anser Advisory, on reviewing and reconciling the current billing with the tax rolls. Based on the fact that the current rates and structure were derived from a study that is now over 15 years old, staff is requesting a new study be completed prior to implementation of this change. There are a number of variables that should be reviewed and we believe it is prudent to hold off until a full study with current information has been done.

RECOMMENDATIONS:

Postpone implementation of Stormwater Non Ad Valorem Assessment

FISCAL IMPACTS:

N/A

ATTACHMENTS:

None



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: August 31, 2023

MEETING DATE: September 5, 2023

SUBJECT: Resolution 2023-22 Annual Fire Assessment Rate

BACKGROUND SUMMARY:

In 2018, the Council established a Fire Assessment Fee through Ordinance 2018-C, the Initial Assessment Resolution 2018-23 and the Final Assessment Resolution 2018 – 35. The Fire Assessment Fee funds fire protection services and addresses public safety needs while providing relief to the general fund and allowing City Council and staff to address other needs.

Preliminary Rate Resolution 2023-11, initiating the annual process for updating the Assessment Roll was adopted by Council on July 18th, directing the re-imposition of Fire Services Assessments for the upcoming Fiscal Year.

Resolution 2018-35 established the Residential and Non-Residential categories:

Residential Property Use Categories	Rate Per Dwelling Unit
Residential	\$228.00
Non-Residential Property Use Categories	Rate Per Square Foot
Commercial	\$ 0.12
Industrial/Warehouse	\$ 0.02
Institutional	\$ 0.48
Nursing Home	\$ 1.80

The Final Fire Assessment Resolution sets the assessment rate for the upcoming fiscal year. Should the Council determine they wish to make a reduction in any category, it can be adopted in the Final Fire Assessment Resolution presented for consideration at this meeting.

Fire Services Assessments are not imposed on government property or upon buildings on parcels of Institutional property whose use is wholly exempt from ad valorem taxation under Florida law.

Notice was provided to the owner of each assessed parcel through the Truth In Millage (TRIM) notice mailed by the Property Appraiser, fulfilling the separate mailing requirement.

A public hearing notice was published on August 3, 2023, advertising this hearing. The City Council will receive and consider any comments on the Fire Services Assessment from the public and affected property owners and consider imposing the Fire Services Assessments for the Fiscal Year commencing October 1, 2023,

collecting such assessments imposed on Tax Parcels within the City on the same bill as ad valorem taxes under the Uniform Assessment Collection Act.

RECOMMENDATIONS:

Approval of Resolution 2023-22, Final Fire Assessment.

FISCAL IMPACTS:

Revenue generation of \$628,439

ATTACHMENTS:

1. Resolution 2023-22 Annual Fire Assessment Rate
 2. Appendix A Umatilla Affidavit of Mailing 2023
 3. Appendix B Fire Assessment Ad Affidavit
-

RESOLUTION 2023-22
Annual Rate Resolution (FY 2023-24)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS FOR THE CITY OF UMATILLA; ESTABLISHING LEGISLATIVE FINDINGS; IMPOSING FIRE SERVICES ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Umatilla, Florida has enacted Ordinance 2018-C (the “Ordinance”) which authorizes the imposition of Fire Services Assessments for fire protection services, facilities, and programs against Assessed Property in the City; and

WHEREAS, the imposition of a Fire Services Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning Fire Services Assessed Costs among parcels of Assessed Property; and

WHEREAS, the City Council desires to implement a Fire Services Assessment program in the City using the procedures provided by the Ordinance for the Fiscal Year beginning October 1, 2023; and

WHEREAS, the City Council, on July 18, 2023, adopted Resolution No. 2023-11 (the “Preliminary Rate Resolution”); and

WHEREAS, the Preliminary Rate Resolution contains and references a brief and general description of the fire services to be provided to the Assessed Property; describes the method of apportioning the Fire Services Assessed Costs to compute the Fire Services Assessment for fire protection services, facilities, and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance; and

WHEREAS, in order to impose Fire Assessments for the Fiscal Year beginning October 1, 2023, the Ordinance requires the City Council to adopt an Annual Rate Resolution which establishes the rates of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested persons; and

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of the notice mailed being attached hereto as Appendix A; the proof of the publication being attached hereto as Appendix B; and

WHEREAS, a public hearing was held on September 5, 2023, and comments and objections of all interested persons have been heard and considered, as required by the Ordinance,

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

Section 1. Recitals. The foregoing recitals are legislative findings of the Umatilla City Council, are true and correct, and are incorporated herein by reference.

Section 2. Authority. This Resolution is adopted pursuant to Ordinance No. 2018-C; the Initial Assessment Resolution (Resolution No. 2018-23), the Final Assessment Resolution (Resolution No. 2018-35), the Preliminary Rate Resolution 2023-11; Article VIII, Section 2,

Florida Constitution; sections 166.021 and 166.041, Florida Statutes; and all other applicable provisions of law.

Section 3. Definitions and Interpretation. This Resolution constitutes the Annual Rate Resolution as defined by Ordinance 2018-C. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Preliminary Rate Resolution.

Section 4. Imposition of Fire Services Assessments.

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Preliminary Rate Resolution in the amount of the Fire Services Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the City will be specially benefited by the City’s provision of fire protection services, facilities and programs in an amount not less than the Fire Services Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations, and findings, as set forth in the Ordinance and the Preliminary Rate Resolution, from the fire protection services, facilities, and programs to be provided and a legislative determination that the Fire Services Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Fire Services Assessments described and referenced in the Preliminary Rate Resolution is hereby approved. The Parcel Apportionment methodology adopted in Section 7 of the Preliminary Rate Resolution and described in the *City of Umatilla Fire Assessment Memorandum* dated June 2018 prepared by Government Services Group, Inc., which report is incorporated by reference in Section 6 of the Initial Assessment Resolution, is hereby approved.

(C) For the Fiscal Year beginning October 1, 2023, the Fire Services Assessed Cost to be assessed is \$628,439. The Fire services Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Services Assessed Cost for the Fiscal Year beginning October 1, 2023 are hereby established as follows:

Residential Property Use Categories	Rate Per Dwelling Unit
-Residential	\$228.00
Non-Residential Property Use Categories	Rate Per Square Foot
-Commercial	\$0.12
-Industrial/Warehouse	\$0.02
-Institutional	\$0.48
-Nursing Home	\$1.80

(D) The above rates of assessment are hereby approved. Fire Services Assessments for fire protection services, facilities, and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal year beginning October 1, 2023.

(E) Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law provides facilities and uses to their ownership, occupants, and membership as well as the public in general that otherwise might be requested or required to be provided by the City and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire services Assessments upon Buildings located upon such parcels of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law. Accordingly, no Fire Services Assessments shall be imposed upon Institutional buildings located upon a parcel of Institutional Property whose Building Use is wholly exempt from ad valorem taxation under Florida law.

(F) Government Property provides facilities and uses to the community, local constituents, and the public in general that serve a legitimate public purpose and provide a public

benefit. Therefore, it is fair and reasonable not to impose Fire Services Assessments upon such parcels of Government Property.

(G) Any shortfall in expected Fire Services Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the City Council shall be supplemented by a legally available fund, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Services Assessments.

(H) As authorized in Section 50.91 of the City Code adopted by Ordinance 2018-C, Interim Fire Services Assessments are also levied and imposed against all property for which a Building Permit is issued after the adoption of this Annual Rate Resolution based upon the rates of assessment approved herein.

(I) Fire Services Assessments shall constitute a lien upon the Assessed Property so assessed and shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid. The lien for a Fire Services Assessment shall be deemed perfected upon the City Council's adoption of this Annual Rate Resolution. Upon perfection, the lien for a Fire Services Assessment collected under the Uniform Assessment Collection Act shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the tax roll.

(J) The Fire Services Assessment for the Fiscal year beginning on October 1, 2023, shall be collected as authorized in Section 50.92 of the City Code as adopted by Ordinance 2018-C and Section 14 of the Initial Assessment Resolution, using the Uniform Assessment Collection Act method to collect the Fire Services Assessment.

Section 5. Effect of Adoption of This Resolution. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the rate of assessment; the Assessment Roll; and the levy and lien of the Fire Services Assessment), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

Section 6. Severability. It is the intent of the City Council of the City of Umatilla that if any section, sentence, clause, phrase or provision of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Resolution.

Section 7. Effective Date. This Annual Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 5th day of September, 2023, by the City Council of the City of Umatilla, Lake County, Florida, at a Council meeting.

Kent Adcock, Mayor

ATTEST:

Jessica Burnham, City Clerk

Approved as to form:

Kevin M. Stone, City Attorney

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authorities, personally appeared Scott Blankenship, who, after being duly sworn, depose and say:

1. Scott Blankenship, as City Manager of Umatilla, Florida (the "City"), pursuant to City Ordinance No. 2018-C (the "Ordinance"), timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Ordinance and in conformance with the Preliminary Assessment Resolution adopted by the City Council on July 18, 2023, (the "Preliminary Assessment Resolution").
2. In accordance with the Ordinance, Mr. Blankenship timely provided all necessary information for notification of the Fire Protection Services Assessment to the Property Appraiser of Lake County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. On August 16, 2023, the Lake County Property Appraiser caused to be mailed, by first class mail, the fire services assessment notices as part of the TRIM notices to each affected property owner at the addresses then shown on the real property assessment tax roll database maintained by the Lake County Property Appraiser. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

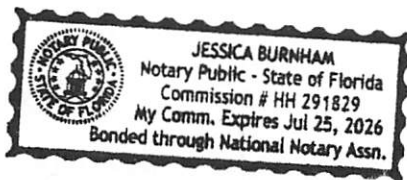
FURTHER AFFIANTS SAYETH NOT.



Scott Blankenship, affiant

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Affidavit of Mailing was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this 31 day of August, 2023 by Scott Blankenship, City Manager, Umatilla, Florida. He is ☒ personally known to me or ☐ has produced _____ as identification and did take an oath.





Printed Name: Jessica Burnham
Notary Public, State of Florida
At Large
My Commission Expires: July 25, 2026
Commission No.: HH 291829

Affidavit of Publication
NORTH LAKE OUTPOST
Serving North Lake County Florida
Located in Umatilla, Lake County, Florida
STATE OF FLORIDA,
COUNTY OF LAKE

Before the undersigned authority personally appeared
Matt A. Newby



who on oath says that he or she is Publisher of the
North Lake Outpost, a weekly newspaper published
at 131 North Central Avenue, Umatilla, in Lake
County, Florida; that the attached copy of
advertisement, being a legal notice in the matter of

NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF FIRE
SERVICES SPECIAL ASSESSMENTS,
CITY OF UMATILLA,

was published in said newspaper in the issue of:

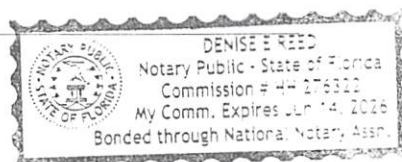
8-3-23.

Affiant further says that the said publication is a
newspaper Published at 131 North Central Avenue,
Umatilla, in said Lake County, Florida, and that the
said newspaper has heretofore been continuously
published in said Lake County, Florida each week
and has been entered as periodicals matter at the post
office in Umatilla, in said Lake County, Florida, for a
period of one year next preceding the first publication
of the attached copy of advertisement; and affiant
further says that he or she has neither paid nor
promised any person, firm or corporation any
discount, rebate, commission or refund for the
purpose of securing this advertisement for
publication in the said newspaper.

Sworn to and subscribed before me this 3rd day of
AUGUST 2023.


Notary Public

Denise E. Reed
Printed Name





CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: August 23, 2023

MEETING DATE: September 5, 2023

SUBJECT: Final Reading of Ordinance No. 2023-12 Hatfield Family Revocable Trust Annexation

BACKGROUND SUMMARY:

The owner is seeking annexation of 9.59 acres of land to create a self-storage facility known as East Lake Storage, LLC., along with companion applications for a FLUM Amendment, a Rezoning application and a Special Exception Use for self-storage.

RECOMMENDATIONS:

Approval of Final Reading of Ordinance No. 2023-12, Hatfield Family Revocable Trust Annexation

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report
 2. Hatfield Trust Location Map
 3. Ord No. 2023-12, Hatfield Family Revocable Trust Annexation
-

CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

ANNEXATION

Owner: Hatfield Family Revocable Trust

Applicant: Morgan Hatfield and Shawn McNew

General Location: North of Rose Street and West of Skyline Dr.

Number of Acres: 9.59 ± acres

Existing Zoning: County Agriculture

Existing Land Use: Lake County Industrial

Description of Project

The owner is seeking annexation of 9.59 acres with companion applications for a small-scale comp plan amendment (sscpa) and rezoning, for a self-storage facility known as East Lake Storage, LLC.

	Surrounding Zoning	Surrounding Land Use
North	County A	Lake County Industrial
South	County A	Lake County Industrial
East	County A	Urban Low Density (4 units/acre)
West	Airport Zoning (AZ)	Transportation/Aviation

Assessment

Annexation

The subject property is located adjacent to the city limits along the western property boundary; therefore, the property is eligible for annexation.

Recommendation

Staff recommends approval.

Aerial Map



ORDINANCE 2023-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 9.59 ± ACRES OF LAND GENERALLY LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted for annexation of approximately 9.59 acres of land generally located north of Rose Street and west of Skyline Drive (the "Property") by Morgan Hatfield and Shawn McNew, as applicant on behalf of Hatfield Family Revocable Trust, as Owner;

WHEREAS, the petition bears the signature of all applicable parties; and

WHEREAS, the required notice of the proposed annexation has been properly published; and

WHEREAS, the Property is contiguous to the City limits and may be annexed by the City of Umatilla.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1.

The following described property consisting of approximately 9.59 acres of land generally located north of Rose Street and west Skyline Drive, is hereby incorporated into and made part of the City of Umatilla Florida. The property is more particularly described and depicted as set forth on Exhibit "A" and as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

LEGAL DESCRIPTION: See Exhibit "A"

Alternate Key # 1039177

Section 2. The City Clerk shall forward a certified copy of this Ordinance to the Clerk of the Circuit Court, the County Manager of Lake County, Florida, and the Secretary of State of Florida within seven (7) days after its passage on second and final reading.

Section 3.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 4. The property annexed in this Ordinance is subject to the Land Use Plan of the Lake County Comprehensive Plan and county zoning regulations until the City adopts the Comprehensive Plan Amendment to include the property annexed in the City Comprehensive Plan.

Section 5. Utilities. The property is located within the City's Chapter 180, Florida Statutes, Utility District. The owner hereby agrees that the City shall be the sole provider of water and wastewater

services to the property subject to this Ordinance when such services become available subject to the rules and regulations established by State and Federal regulatory agencies, and applicable City ordinances, policies, and procedures. For the purposes of this Section 5, 'available' shall mean when the City's potable water system comes within 300' of the private water system or any of the central lines of such private system and when the City's wastewater system comes within 1,000' of the private treatment system or any central lines of such private system. Distances shall be measured as a curb line distance within the right of way or the centerline distance within an easement. The owner further agrees that when the City provides notice that such utilities are available; the owner shall connect to the applicable system within 12 months of the date of the City's written notice.

Section 6: Scrivener's Errors.

Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 7.

This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2023.

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"

BEGIN AT NORTHWEST CORNER OF SOUTH HALF OF NORTHWEST QUARTER OF NORTHEAST QUARTER RUN SOUTH 1 DEGREE 17 MINUTES 30 SECONDS WEST 667.67 FEET IN SOUTHWEST CORNER OF NORTHWEST QUARTER OF NORTHEAST QUARTER NORTH 85 DEGREES 58 MINUTES EAST 688.33 FEET; NORTH 1 DEGREE 33 MINUTES EAST 663.93 FEET, WESTERLY TO POINT OF BEGINNING, ALL IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 27 EAST, SAID LAND LYING AND BEING SITUATE IN LAKE COUNTY, FLORIDA.

LESS THAT PORTION OF SAID LAND CONVEYED TO LAKE COUNTY BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1379, PAGE 1267:

LYING WITHIN 33.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBE CENTERLINE:

BEGIN AT $\frac{3}{4}$ " IRON PIN LOCATED AT THE NORTHWEST CORNER OF THE SMITH-TURNER BLOCK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 83, PUBLIC RECORDS OF LAKE COUNTY FLORIDA, AND RUN SOUTH 89 DEGREES 46 MINUTES 10 SECONDS EAST, PARALLEL WITH AND 20.00 FEET NORTHERLY OF THE NORTH LINE OF LOTS 1 AND 28 OF SAID SMITH-TURNER BLOCK AND THE EASTERLY EXTENSION THEREOF, 1943.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 09 DEGREES 41 MINUTES 03 SECONDS, AN ARC DISTANCE OF 169.02 FEET; THENCE RUN SOUTH 80 DEGREES 05 MINUTES 07 SECONDS EAST, 233.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 31 SECONDS, AN ARC DISTANCE OF 200.86 FEET; THENCE RUN NORTH 88 DEGREES 24 MINUTES 22 SECONDS EAST, 384.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 85 DEGREES 06 MINUTES 15 SECONDS, AN ARC DISTANCE OF 297.07 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 03 DEGREES 18 MINUTES 07 SECONDS EAST, 514.40 FEET; THENCE RUN NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 497.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEREASTERLY, HAVING A RADIUS OF 260.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 52 DEGREES 37 MINUTES 24 SECONDS, AN ARC LENGTH OF 238.80 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 54 DEGREES 34 MINUTES 19 SECONDS EAST, 233.74 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 400.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 30 DEGREES 38 MINUTES 51 SECONDS, AN ARC DISTANCE OF 213.96 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 23 DEGREES 55 MINUTES 28 SECONDS EAST, 70.52 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 700.00 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 20 DEGREES 11 MINUTES 05 SECONDS, AN ARC DISTANCE OF 246.60 FEET TO THE END OF SAID SURVE; THENCE RUN NORTH 03 DEGREES 44 MINUTES 23 SECONDS EAST, 4.99 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18 THAT IS SOUTH 88 DEGREES 14 MINUTES 17 SECONDS WEST, 1181.23 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, SAID POINT BEING THE END OF THIS CENTERLINE DESCRIPTION.

EXHIBIT "B"





CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: August 23, 2023

MEETING DATE: September 5, 2023

SUBJECT: Final Reading of Ordinance No. 2023-13, Hatfield Family Revocable Trust Small-Scale Comp Plan Amendment

BACKGROUND SUMMARY:

The applicant is requesting a Comprehensive Plan Map amendment from Lake County Industrial to City Industrial on 9.59 +/- acres.

There are existing industrial designated lands within Lake County adjacent to the northern and southern property boundary, and City Transportation/Aviation land use is located to the west. Across Skyline Drive, properties are designated as Lake County Urban Low Density, which allows for light industrial uses with a conditional use permit pursuant to FLU Policy 1-1.3.2; therefore, the proposed land use is compatible with adjacent lands, promotes orderly compact growth (FLU Policy 1-1.10.2), and designates industrial land uses which are adjacent to existing industrial land uses (FLU Policy 1-2.9.1). Further, the data and analysis indicate the city needs an additional 113 acres of industrial land use to meet the projected 2035 needs. Of the 113 acres, the city has previously approved land use amendments to industrial of 85.14 acres leaving a need of 27.86 acres. The proposed amendment of 9.59 acres would assist in meeting the projected need.

For comprehensive plan purposes, a maximum development scenario was utilized. Under the existing land use, the maximum development potential is 417,740 SF of industrial development utilizing the 1.0 FAR and under the proposed land use, the maximum development potential based on ISR is 313,305 SF, which is a reduction of 104,435 SF.

RECOMMENDATIONS:

Approval of Final Reading of Ordinance No. 2023-13, Hatfield Family Revocable Trust Small-Scale Comp Plan Amendment

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report
 2. Hatfield Trust SSCPA Map
 3. Ord No. 2023-13 Hatfield Family Revocable Small-Scale Comp Plan Amendment
-

CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

Small Scale Comprehensive Plan Amendment

Owner: Hatfield Family Revocable Trust

Applicant: Morgan Hatfield and Shawn McNew

General Location: North of Rose Street and West of Skyline Dr.

Number of Acres: 9.59 ± acres

Existing Land Use: Lake County Industrial

Proposed Land Use: Industrial

Description of Project

The owner is seeking a small-scale comp plan amendment (sscpa) to INDUSTRIAL Land Use for a self-storage facility known as East Lake Storage, LLC.

	Surrounding Zoning	Surrounding Land Use
North	County A	Lake County Industrial
South	County A	Lake County Industrial
East	County A	Urban Low Density (4 units/acre)
West	Airport Zoning (AZ)	Transportation/Aviation

Assessment

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting a map amendment from Lake County Industrial to City Industrial on 9.59 ± acres. There are existing Industrial designated lands within Lake County adjacent to the northern and southern property boundary, and City Transportation/Aviation land use is located to the west. Across Skyline Drive, properties are designated as Lake County Urban Low Density which allows for light industrial uses with a conditional use permit pursuant to FLU Policy I-1.3.2; therefore, the proposed land use is compatible with adjacent lands, promotes orderly compact growth (FLU Policy 1-1.10.2), and designates industrial land uses which are adjacent to existing industrial land uses (FLU Policy 1-2.9.1). Further, the data and analysis indicates the city needs an additional 113 acres of industrial land use to meet the projected 2035 needs. Of the 113 acres, the city has previously approved land use

amendments to industrial of 85.14 acres leaving a need of 27.86 acres. The proposed amendment of 9.59 acres would assist in meeting the projected need.

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 417,740 SF of industrial development utilizing the 1.0 FAR and under the proposed land use the maximum development potential based on ISR is 313,305 SF which is a reduction of 104,435 SF.

The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

Policy 1-2.1.1: Land Use Designations, and Maximum Intensity and Density.

14. Industrial - 75% maximum of impervious surface ratio per parcel, which includes building coverage and a maximum building height of 50 feet. Development shall be limited to general and wholesale commercial and industrial uses such as warehousing, distributing and light manufacturing.

Policy 1-1.10.2: Promote Orderly, Compact Growth.

Land use patterns delineated on the Future Land Use Map shall promote orderly, compact growth. The City shall encourage growth and development in existing developed areas where public facilities and services are presently in place and in those areas where public facilities can provide the most efficient service. Land shall not be designated for growth and development if abundant undeveloped land is already present within developed areas served by facilities and services.

Policy 1-2.9.1: Industrial Designation.

The City shall designate industrial land use on the Future Land Use Map where existing industrial uses are located. The City shall also designate land adjacent to these existing industrial areas where future industrial land uses are most appropriate and compatible.

Traffic Impact Analysis –

The proposed amendment would decrease the daily trips as outlined below based on maximum development potential. Skyline Drive is classified as a local roadway (under the jurisdiction of Lake County) with an adopted Level of Service (LOS) of D. The amendment would not degrade the LOS.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Light Manufacturing	313.30 KSF	140	1,488	232	70	162
TOTAL GROSS TRIPS (PROPOSED)			1,488	232	70	162

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Light Manufacturing	417.74 KSF	140	1,984	309	93	216
TOTAL GROSS TRIPS (EXISTING)			1,984	309	93	216

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-77	-23	-54

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .733 MGD (SJRWMD CUP 2646-6). The City has a current available capacity of 0.037 MGD (includes Glendale Groves, LLC amendment) for concurrency purposes and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City's Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will not cause a deficiency and the city will have a remaining capacity of 0.029 MGD. It should be noted that the City is in the process of increasing the consumptive use permit capacity and is scheduled within 2023.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The city has an existing agreement with the City of Eustis for wastewater (Resolution 2018-46). The agreement allows for a maximum of 300,000 gallons per day (0.3 MGD) and the current usage is 121,000 gallons per day (0.121 MGD) with a remaining capacity of 179,000 gallons per day (0.179 MGD). The proposed amendment would not cause a deficiency in the City's Level of Service standards and the city would have 171,000 gallons per day (0.171 MGD) remaining (Table 2).

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated employees are 677 at buildout and the estimated solid waste is 3,385 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

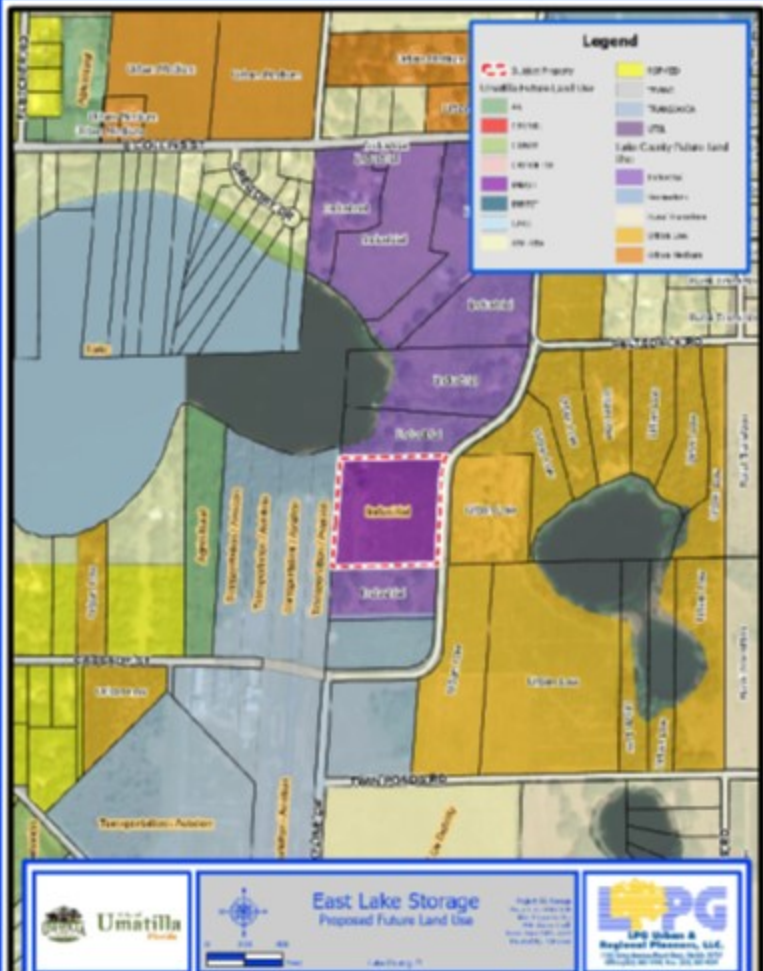
An environmental analysis will be required prior to development per Chapter 9. Preliminary review indicates that the subject site contains soils conducive to gopher tortoises and sand skinks.

Recommendation

SSCPA

The proposed amendment to Industrial is consistent with the comprehensive plan as previously outlined. Staff recommends approval.

Staff recommends approval.



ORDINANCE 2023-13

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 9.59 ± ACRES OF LAND DESIGNATED AS LAKE COUNTY INDUSTRIAL TO CITY INDUSTRIAL IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY HATFIELD FAMILY REVOCABLE TRUST LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Morgan Hatfield and Shawn McNew as applicant on behalf of Hatfield Family Revocable Trust as owner, requesting that real property within the city limits of the City of Umatilla be assigned a land use designation from Lake County Industrial to City of Umatilla Industrial under the Comprehensive Plan for the City of Umatilla;

WHEREAS, the amendment would facilitate industrial development and is in compliance with the policies of the City's comprehensive plan; and

WHEREAS, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Local Planning Agency for the City of Umatilla have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Council of the City of Umatilla.

WHEREAS, the City Council reviewed said petition, the recommendations of the Land Planning Agency, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law; and,

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

Section 1: Purpose and Intent.

That the land use classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be designated from Lake County Industrial to City of Umatilla Industrial as depicted on the map attached hereto as Exhibit "A", and as defined in the Umatilla Comprehensive Plan.

LEGAL DESCRIPTION: See Exhibit "B"

Alternate Key # 1039177

- A. That a copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Umatilla as a matter of permanent record of the City, and that matters and

contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.

- B. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Umatilla.

Section 2: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: Scrivener's Errors.

Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5: Effective Date.

This Ordinance shall become effective 31 days after its adoption by the City Council. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2023.

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham, CMC
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"

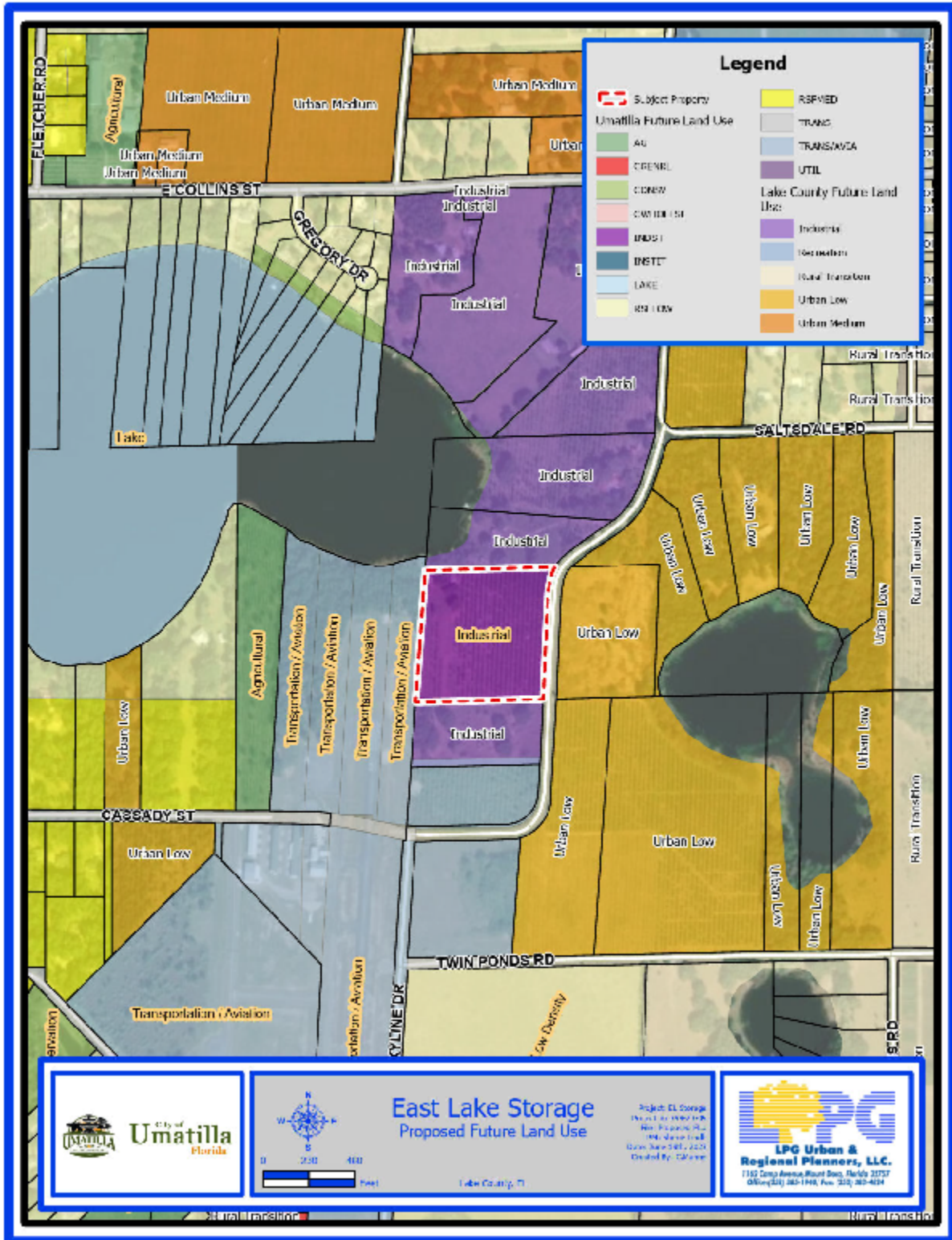


EXHIBIT "B"
LEGAL DESCRIPTION

BEGIN AT NORTHWEST CORNER OF SOUTH HALF OF NORTHWEST QUARTER OF NORTHEAST QUARTER RUN SOUTH 1 DEGREE 17 MINUTES 30 SECONDS WEST 667.67 FEET IN SOUTHWEST CORNER OF NORTHWEST QUARTER OF NORTHEAST QUARTER NORTH 85 DEGREES 58 MINUTES EAST 688.33 FEET; NORTH 1 DEGREE 33 MINUTES EAST 663.93 FEET, WESTERLY TO POINT OF BEGINNING, ALL IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 27 EAST, SAID LAND LYING AND BEING SITUATE IN LAKE COUNTY, FLORIDA.

LESS THAT PORTION OF SAID LAND CONVEYED TO LAKE COUNTY BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1379, PAGE 1267:

LYING WITHIN 33.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBE CENTERLINE:

BEGIN AT $\frac{3}{4}$ " IRON PIN LOCATED AT THE NORTHWEST CORNER OF THE SMITH-TURNER BLOCK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 83, PUBLIC RECORDS OF LAKE COUNTY FLORIDA, AND RUN SOUTH 89 DEGREES 46 MINUTES 10 SECONDS EAST, PARALLEL WITH AND 20.00 FEET NORTHERLY OF THE NORTH LINE OF LOTS 1 AND 28 OF SAID SMITH-TURNER BLOCK AND THE EASTERLY EXTENSION THEREOF, 1943.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 09 DEGREES 41 MINUTES 03 SECONDS, AN ARC DISTANCE OF 169.02 FEET; THENCE RUN SOUTH 80 DEGREES 05 MINUTES 07 SECONDS EAST, 233.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 31 SECONDS, AN ARC DISTANCE OF 200.86 FEET; THENCE RUN NORTH 88 DEGREES 24 MINUTES 22 SECONDS EAST, 384.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 85 DEGREES 06 MINUTES 15 SECONDS, AN ARC DISTANCE OF 297.07 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 03 DEGREES 18 MINUTES 07 SECONDS EAST, 514.40 FEET; THENCE RUN NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 497.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEREASTERLY, HAVING A RADIUS OF 260.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 52 DEGREES 37 MINUTES 24 SECONDS, AN ARC LENGTH OF 238.80 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 54 DEGREES 34 MINUTES 19 SECONDS EAST, 233.74 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 400.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 30 DEGREES 38 MINUTES 51 SECONDS, AN ARC DISTANCE OF 213.96 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 23 DEGREES 55 MINUTES 28 SECONDS EAST, 70.52 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 700.00 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 20 DEGREES 11 MINUTES 05 SECONDS, AN ARC DISTANCE OF 246.60 FEET TO THE END OF SAID SURVE; THENCE RUN NORTH 03 DEGREES 44 MINUTES 23 SECONDS EAST, 4.99 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18 THAT IS SOUTH 88 DEGREES 14 MINUTES 17 SECONDS WEST, 1181.23 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, SAID POINT BEING THE END OF THIS CENTERLINE DESCRIPTION.



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: August 23, 2023

MEETING DATE: September 5, 2023

SUBJECT: Final Reading of Ordinance No. 2023-14 Hatfield Family Revocable Trust Rezoning

BACKGROUND SUMMARY:

The applicant is requesting that the site be rezoned from Lake County Agriculture to Light Manufacturing (LM). The rezoning to LM is required to bring the subject zoning consistent with the City's Comprehensive Plan.

The site is also located within the Airport Overlay Zone, which restricts density, intensity (type of development) and building heights. The proposed use of self-storage is a permitted use within the LM zoning and is not a prohibited use in the Airport Overlay Zone regulations.

RECOMMENDATIONS:

Approval of Final Reading of Ordinance No. 2023-14 Hatfield Family Revocable Trust Rezoning

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report
 2. Hatfield Trust Zoning Map
 3. Hatfield East Lake Storage concept plan
 4. Ord No. 2023-14 Hatfield Family Revocable Trust Rezoning
-

CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

REZONING

Owner: Hatfield Family Revocable Trust

Applicant: Morgan Hatfield and Shawn McNew

General Location: North of Rose Street and West of Skyline Dr.

Number of Acres: 9.59 ± acres

Existing Zoning: County Agriculture

Proposed Zoning: Light Manufacturing (LM)

Description of Project

The owner is seeking rezoning for a self-storage facility known as East Lake Storage, LLC. Upon approval, the applicant is seeking a lot split to create a 5 acre and 4.59-acre parcel.

	Surrounding Zoning	Surrounding Land Use
North	County A	Lake County Industrial
South	County A	Lake County Industrial
East	County A	Urban Low Density (4 units/acre)
West	Airport Zoning (AZ)	Transportation/Aviation

Assessment

Rezoning

The applicant is requesting that the site be rezoned from Lake County Agriculture to Light Manufacturing (LM). The rezoning to LM is required to bring the subject zoning consistent with the comprehensive plan. The site is also located within the Airport Overlay Zone which restricts density, intensity (type of development) and building heights. The proposed use of self-storage is a permitted use within the LM zoning and is not a prohibited use in the Airport Overlay Zone regulations.

Concept Plan

It is proposed to construct a total gross square footage of 77,000 SF of self-storage units (air conditioned and non-a/c units) at build-out for a total of 560 units. The project is proposed to be constructed in

three (3) phases. Phase 1 to consist of the perimeter buildings consisting of 27,400 SF. Phase 2 to consist of one (1) interior building of 24,800 SF and Phase 3 to consist of one (1) interior building of 24,800 SF. Proposed buffers consist of a 15' buffer along the front, adjacent to Skyline Drive and a 10' landscape buffer along the southern property boundary. No buffers are recommended adjacent to LM and AZ zoning. Type "B" buffer plantings consist of 4 canopy, 3 understory, 2' hedge, and 15% groundcover other than turf. Type "A" buffer plantings consist of 3 canopy, 3 understory, 2' hedge, and 15% groundcover other than turf.

Skyline Drive serves as a local collector which connects CR 44A to CR 450A. Collector roadways may utilize a 35' front setback. A lesser setback of 25' may be approved by the City Manager based on existing right of way, speed, and safety. Side and rear setbacks are 25' which the proposed concept plan meets.

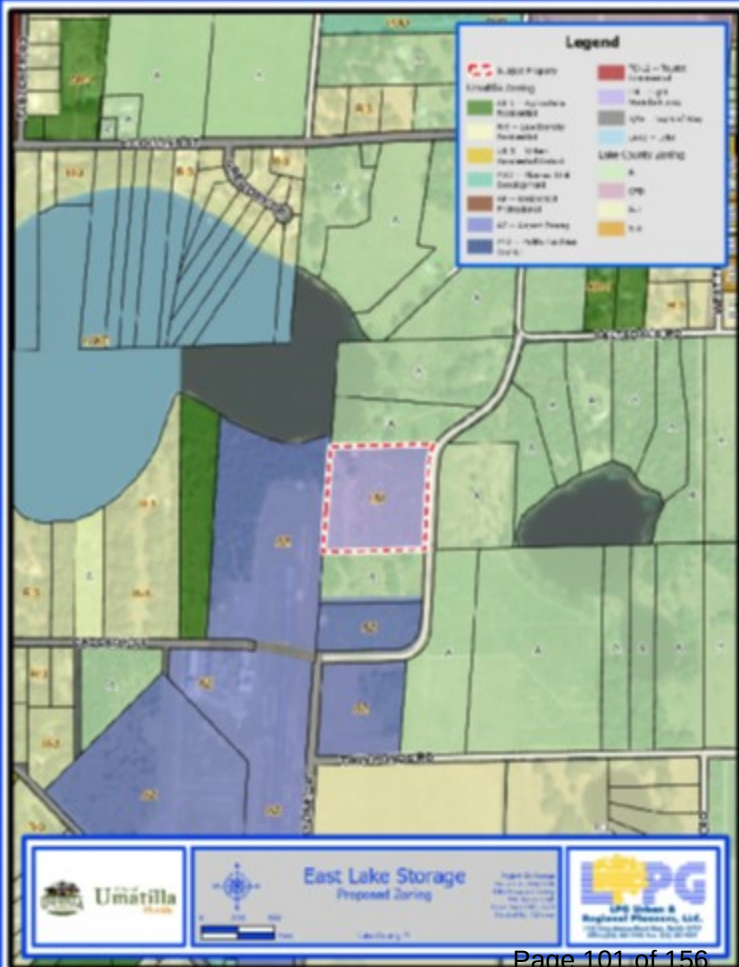
Recommendation

Rezoning and Concept Plan

The rezoning to LM is required to bring the subject zoning consistent with the comprehensive plan. The site is also located within the Airport Overlay Zone which restricts density, intensity (type of development) and building heights.

The concept plan provided is not a requirement for the rezoning. It is submitted by the applicant as an example of the proposed mini-warehouse development. Prior to development, a site plan will be required which requires approval by the City Council.

Staff recommends approval



ID:



350 E Crown Point Rd
Suite 1080
Winter Garden, FL 34787
Phone: (407)347-9614

Info@
rapidbuildingsolutions.com

JOB NAME:
EAST LAKE STORAGE,
UMATILLA, FL

JOB NUMBER:
2397-23-FL-S-1

NO.	DATE	DESCRIPTION	APP.
1	05/23/23	LAY	MR
2	06/05/23	LAY	MR
3	07/17/23	LAY & MUC	JS
4			
5			
6			
7			
8			
9			
10			

ISSUE DATE	DATE
DESIGNED BY	DRAWN BY: JZ
CHECKED BY	SUBMITTED BY: JZ

FOR APPROVAL ONLY
NOT FOR FIELD USE

SIGNATURE
DATE

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- Interior Climate Controlled Units
- Exterior Non Climate Controlled Units

LEGEND BUILDING SQFT:

- BUILDING A: 11,700
- BUILDING B: 4,550
- BUILDING C: 24,800
- BUILDING D: 24,800
- BUILDING E: 6,150
- BUILDING F: 5,000

TOTAL GROSS SQ.FT: 77,000 SQF

LEGEND PHASE 1 BUILDING SQFT:

- BUILDING A: 11,700
- BUILDING B: 4,550
- BUILDING E: 6,150
- BUILDING F: 5,000

TOTAL GROSS SQ.FT: 27,400 SQF

LEGEND PHASE 2 BUILDING SQFT:

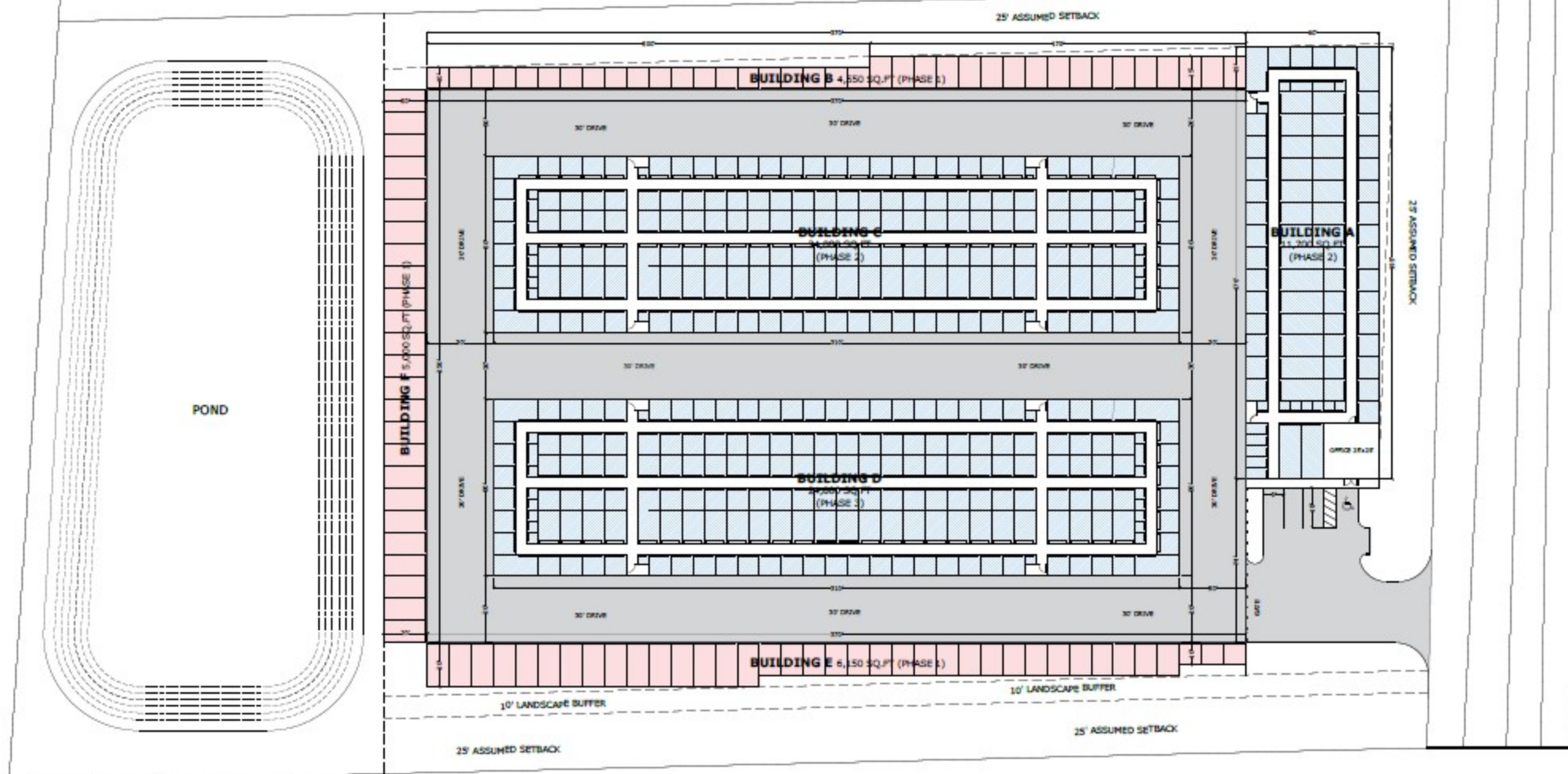
- BUILDING C: 24,800

TOTAL GROSS SQ.FT: 24,800 SQF

LEGEND PHASE 3 BUILDING SQFT:

- BUILDING C: 24,800

TOTAL GROSS SQ.FT: 24,800 SQF



CLIMATE CONTROLLED UNITS

1 5 x 5	5 5 x 12	9 10 x 10	13 10 x 25	17 15 x 25	21 20 x 30
2 5 x 7	6 5 x 15	10 10 x 12	14 10 x 30	18 15 x 30	22 25 x 25
3 5 x 7.5	7 7 x 7	11 10 x 15	15 15 x 15	19 20 x 20	23 25 x 30
4 5 x 10	8 7 x 10	12 10 x 20	16 15 x 20	20 20 x 25	24 25 x 40

NON-CLIMATE CONTROLLED UNITS

A 5 x 5	E 5 x 12	I 10 x 10	M 10 x 25	Q 15 x 25	U 20 x 30
B 5 x 7	F 5 x 15	J 10 x 12	N 10 x 30	R 15 x 30	V 25 x 25
C 5 x 7.5	G 7 x 7	K 10 x 15	O 15 x 15	S 20 x 20	W 25 x 30
D 5 x 10	H 7 x 10	L 10 x 20	P 15 x 20	T 20 x 25	X 25 x 40

ORDINANCE 2023-14

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 9.59 ± ACRES OF LAND ZONED LAKE COUNTY AGRICULTURE (AG) TO THE DESIGNATION OF LIGHT MANUFACTURING (LM) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY HATFIELD FAMILY REVOCABLE TRUST LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY AND SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Morgan Hatfield and Shawn McNew as applicant on behalf of the Owner, Hatfield Family Revocable Trust, to rezone approximately 9.59 acres of land from Lake County Agriculture (AG) to Light Manufacturing (LM);

WHEREAS, the Petition bears the signature of all required parties; and

WHEREAS, the required notice of the proposed rezoning has been properly published;

WHEREAS, the City Council reviewed said petition, the recommendations of staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved, and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be designated as Light Manufacturing, LM, as defined in the Umatilla Land Development Regulations and as depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.

LEGAL DESCRIPTION: See Exhibit "B".

Alternate Key # 1039177

Section 2: Zoning Classification.

That the property shall be designated as LM, Light Manufacturing, in accordance with Chapter 6, Section 2(o) of the Land Development Regulations of the City of Umatilla, Florida.

Section 3: The City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning map of the City of Umatilla, Florida, to include said designation consistent with this Ordinance.

Section 4: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5: Scrivener's Errors.

Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6: Effective Date.

This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2023.

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

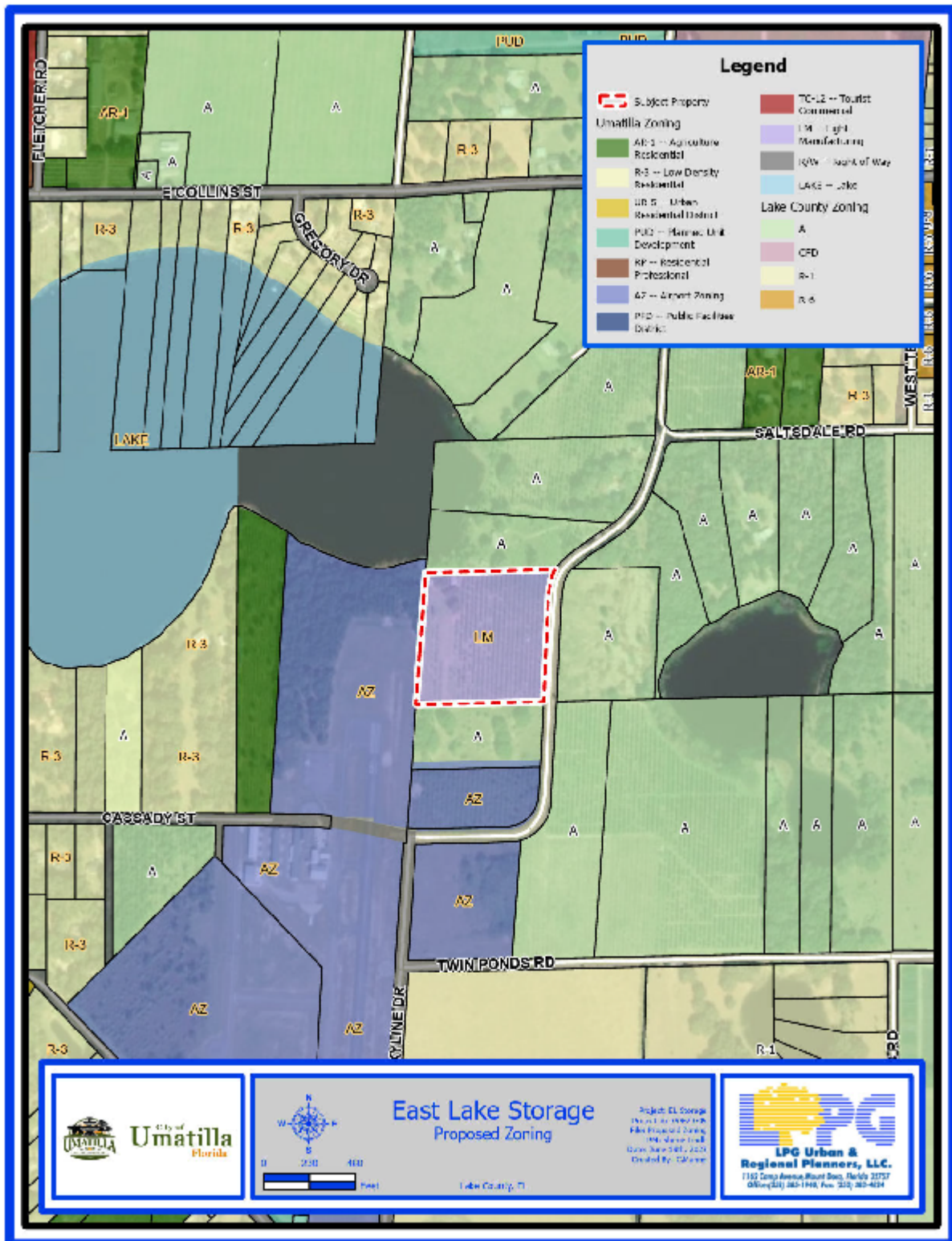


EXHIBIT "B"

BEGIN AT NORTHWEST CORNER OF SOUTH HALF OF NORTHWEST QUARTER OF NORTHEAST QUARTER RUN SOUTH 1 DEGREE 17 MINUTES 30 SECONDS WEST 667.67 FEET IN SOUTHWEST CORNER OF NORTHWEST QUARTER OF NORTHEAST QUARTER NORTH 85 DEGREES 58 MINUTES EAST 688.33 FEET; NORTH 1 DEGREE 33 MINUTES EAST 663.93 FEET, WESTERLY TO POINT OF BEGINNING, ALL IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 27 EAST, SAID LAND LYING AND BEING SITUATE IN LAKE COUNTY, FLORIDA.

LESS THAT PORTION OF SAID LAND CONVEYED TO LAKE COUNTY BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1379, PAGE 1267:

LYING WITHIN 33.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBE CENTERLINE:

BEGIN AT $\frac{3}{4}$ " IRON PIN LOCATED AT THE NORTHWEST CORNER OF THE SMITH-TURNER BLOCK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 83, PUBLIC RECORDS OF LAKE COUNTY FLORIDA, AND RUN SOUTH 89 DEGREES 46 MINUTES 10 SECONDS EAST, PARALLEL WITH AND 20.00 FEET NORTHERLY OF THE NORTH LINE OF LOTS 1 AND 28 OF SAID SMITH-TURNER BLOCK AND THE EASTERLY EXTENSION THEREOF, 1943.43 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 09 DEGREES 41 MINUTES 03 SECONDS, AN ARC DISTANCE OF 169.02 FEET; THENCE RUN SOUTH 80 DEGREES 05 MINUTES 07 SECONDS EAST, 233.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 31 SECONDS, AN ARC DISTANCE OF 200.86 FEET; THENCE RUN NORTH 88 DEGREES 24 MINUTES 22 SECONDS EAST, 384.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 85 DEGREES 06 MINUTES 15 SECONDS, AN ARC DISTANCE OF 297.07 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 03 DEGREES 18 MINUTES 07 SECONDS EAST, 514.40 FEET; THENCE RUN NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 497.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEREASTERLY, HAVING A RADIUS OF 260.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 52 DEGREES 37 MINUTES 24 SECONDS, AN ARC LENGTH OF 238.80 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 54 DEGREES 34 MINUTES 19 SECONDS EAST, 233.74 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 400.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 30 DEGREES 38 MINUTES 51 SECONDS, AN ARC DISTANCE OF 213.96 FEET TO THE END OF SAID CURVE; THENCE RUN NORTH 23 DEGREES 55 MINUTES 28 SECONDS EAST, 70.52 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 700.00 FEET; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 20 DEGREES 11 MINUTES 05 SECONDS, AN ARC DISTANCE OF 246.60 FEET TO THE END OF SAID SURVE; THENCE RUN NORTH 03 DEGREES 44 MINUTES 23 SECONDS EAST, 4.99 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18 THAT IS SOUTH 88 DEGREES 14 MINUTES 17 SECONDS WEST, 1181.23 FEET TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, SAID POINT BEING THE END OF THIS CENTERLINE DESCRIPTION.



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: August 23, 2023

MEETING DATE: September 5, 2023

SUBJECT: Final Reading of Ordinance No. 2023-15, Hatfield Family Revocable Trust Special Exception Use Permit

BACKGROUND SUMMARY:

The applicant is requesting a lot split which would allow a 5.0-acre parcel and a 4.59-acre parcel. It is proposed to develop the 5.0-acre parcel for self-storage and it is being proposed to utilize the 4.9-acre site as an owners/caretaker's residence, and maintain the existing grove until such time as it is developed as light manufacturing. The proposed lot-split exceeds the minimum size requirements for the light manufacturing district. The proposed owner/caretaker's residence is allowed within the light manufacturing district with a Special Exception Use (SEU).

RECOMMENDATIONS:

Approve Final Reading of Ordinance No. 2023-15 Hatfield Family Revocable Trust Special Exception Use Permit

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report
 2. ORD 2023 -15, Hatfield Family Revocable Trust SEUP
-

CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

SPECIAL EXCEPTION USE/LOT SPLIT

Owner: Hatfield Family Revocable Trust

Applicant: Morgan Hatfield and Shawn McNew

General Location: North of Rose Street and West of Skyline Dr.

Number of Acres: 9.59 ± acres

Description of Project

The owner is requesting a lot split to create a 5 acre and 4.59-acre parcel. The applicant is also seeking a SEU for the 4.59-acre parcel to utilize the existing home as an owner's residence and allow for the continuation of the citrus grove. The subject site is within the Airport Overlay Zone which limits the type of development (prohibits landfills, hospitals, churches, theaters, stadiums, hotels and motels, campgrounds, storage of explosive material, assemblage of large groups of people, and any educational facility with the exception of aviation school facilities, density (1 unit/2 acres), and height).

	Surrounding Zoning	Surrounding Land Use
North	County A	Lake County Industrial
South	County A	Lake County Industrial
East	County A	Urban Low Density (4 units/acre)
West	Airport Zoning (AZ)	Transportation/Aviation

Assessment

Lot Split and Special Exception Use

The applicant is also requesting a lot split which would allow a 5.0-acre parcel and a 4.59-acre parcel. It is proposed to develop the 5.0-acre parcel for self-storage and it is proposed to utilize the 4.59-acre site as an owners/caretaker's residence, and maintain the existing grove until such time as it is developed as light manufacturing. The proposed lot split exceeds the minimum size requirements for the LM zoning

district. The proposed owners/caretaker's residence is allowed within the LM zoning district with a Special Exception Use (SEU).

Pursuant to Chapter 7, Section 2(d)(2) the review criteria for **SPECIAL EXCEPTION USES** are:

- 1) Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety;

The proposed use of owners/caretaker's residence and citrus grove will not adversely impact adjoining properties and the general public safety as there is no net change in traffic.

- 2) Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district;

The owners/caretaker's residence has existing parking provided within the carport and driveway.

- 3) Required yards, screening or buffering and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses;

The existing residence does not require the installation of buffers and landscaping as there is no change of use. When the subject site is developed as Light Manufacturing, the proposed redevelopment must meet the City's Land Development Regulations and provide appropriate landscaping buffers, setbacks and screening of service areas.

- 4) Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development;

The existing house is not subject to the architectural standards in Chapter 6, Section 4 as it is an existing structure and no expansion is proposed. Any signage must comply with Chapter 16 signs.

- 5) Size, location or number of special exception uses in the area shall be limited so as to maintain the overall character of the district, avoid concentration of similar uses within the commercial corridor, as intended by this Code.

Review of available city records indicate that there are no special exception uses that have been granted in the immediate area. Approval of the proposed request would maintain the overall character of the industrial district and avoids concentration of similar uses.

Pursuant to Chapter 7, Section 3(b)(29) special requirements for consideration for the special exception is as follows:

29) SINGLE FAMILY RESIDENTIAL DWELLING UNIT (LM)

A special exception may be granted under the following conditions:

- A) The dwelling unit cannot be a mobile home; and
- B) The dwelling unit is to be used exclusively by the owner or caretaker.

The subject dwelling is a detached single-family home and will be utilized exclusively by the owner/caretaker; therefore, the existing dwelling unit meets the criteria.

Recommendation

Lot Split and Special Exception Use

The proposed lot split exceeds the minimum requirements of the LM district. The Special Exception Use of an owners/caretaker's residence meets the minimum requirements and would not be detrimental to adjacent properties or the general public.

Staff recommends approval.

Table 1 – Water Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.037 *
		Industrial (1.0 FAR)	Industrial (.75 ISR)		.008	.008
Total	9.59	417,740 SF	313,305 SF			0.029

*Includes Glendale Groves, LLC

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Industrial water usage based on 850 gallons per acre

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.179*
		Industrial (1.0 FAR/.80 ISR)	Industrial (.75 ISR)	313,305 SF	.008	.008
	9.59	417,740 SF	313,305 SF			0.171

*Includes Avenue Real Estate Amendment

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc

Industrial wastewater usage based on 850 gallons per acre

ORDINANCE 2023-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, APPROVING A SPECIAL EXCEPTION USE PERMIT TO ALLOW AN OWNERS/CARETAKERS'S RESIDENCE, LOCATED IN THE LM ZONING DISTRICT ON 4.59 ACRES FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF UMATILLA, FLORIDA; OWNED BY HATFIELD FAMILY REVOCABLE TRUST AND LOCATED NORTH OF ROSE STREET AND WEST OF SKYLINE DRIVE, UMATILLA, LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application has been received by Morgan Hatfield and Shawn McNew on behalf of the Hatfield Family Revocable Trust, (the “**Owner**”), has been received by the City of Umatilla (the “**City**”) requesting a Special Exception Use Permit pursuant to Chapter 7 of the City Land Development Regulations (the “**LDR**”) to allow the property located north of Rose Street and west of Skyline Drive, Umatilla, Florida (the “**Property**”), to continue to be used as an owners/caretaker’s residence within the LM zoning district; and

WHEREAS, public notice has been provided as required by the Land Development Regulations of the City of Umatilla; and

WHEREAS, the City Council of the City of Umatilla acts in the capacity of the Planning & Zoning Board.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1: Purpose and Intent.

That the Property in the zoning district of Light Manufacturing (LM), being situated in the City of Umatilla, Florida, shall hereafter be granted a Special Exception Use Permit to continue to allow a residence.

LEGAL DESCRIPTION: See **Exhibit “A”**, attached hereto and incorporated herein by this reference.

Alternate Key # 1039177 (A portion of)

Section 2: Zoning Classification.

That the Property shall be granted a Special Exception Use Permit to continue to allow an owners/caretaker’s residence in the LM zoning district in accordance with Chapter 7, Section 2 of the Land Development Regulations of the City of Umatilla, Florida.

- a. The Owner shall be allowed to utilize the existing residence as an owners/caretaker's residence. The existing residence shall be considered a conforming use and may be expanded pursuant to the applicable provisions of the Land Development Regulations of the City of Umatilla.
- b. Development shall be in substantial conformance with the conceptual development plan attached as **Exhibit "B"**.
- c. The Owner shall comply with all applicable provisions of the Land Development Regulations of the City of Umatilla.
- d. A special exception use that is not initiated within one (1) year of being granted shall not be established without a new public hearing in accordance with requirements of Chapter 7 of the Land Development Regulations.
- e. A special exception use that is abandoned for a period of six (6) months or more shall not be reestablished without a new public hearing in accordance with the requirements of Chapter 7 of the Land Development Regulations.

Section 3: Scrivener's Errors.

Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 4: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5: Effective Date.

This Ordinance shall become effective upon passage.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2023.

[SIGNATURES TO FOLLOW]

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham,
City Clerk

Kevin Stone
City Attorney

(SEAL)

Passed First Reading: _____
Passed Second Reading: _____

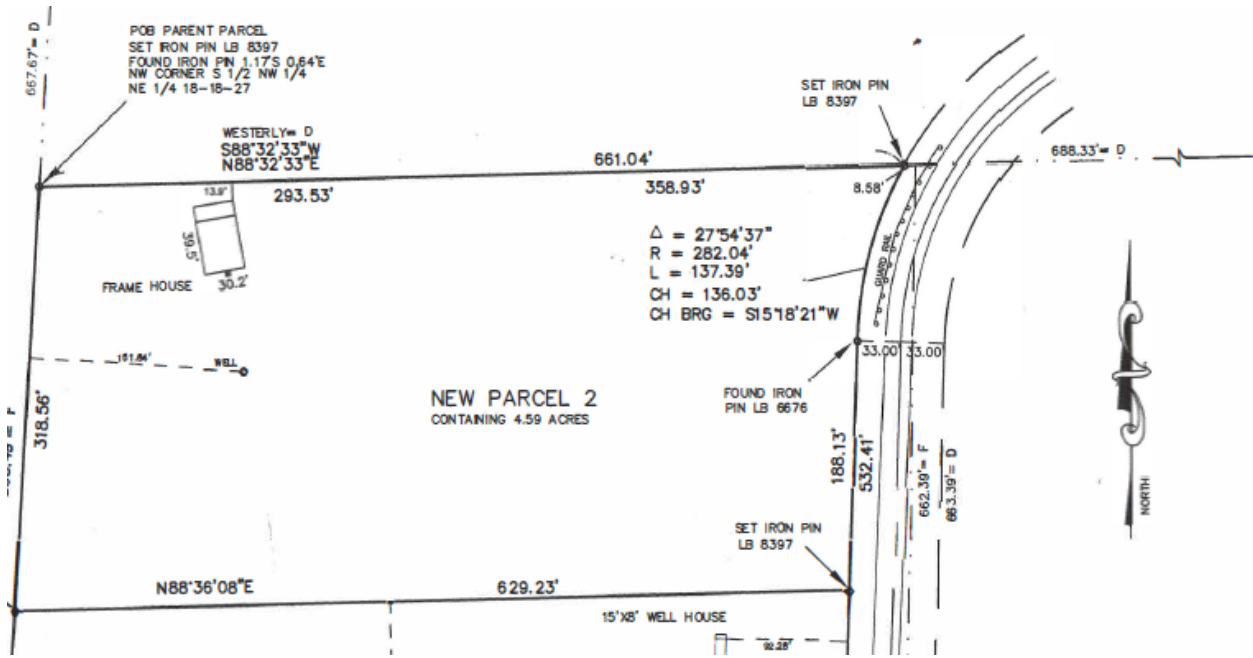
EXHIBIT "A"

BEGIN AT NORTHWEST CORNER OF SOUTH HALF OF NORTHWEST QUARTER OF NORTHEAST QUARTER RUN SOUTH 1 DEGREE 17 MINUTES 30 SECONDS WEST 667.67 FEET IN SOUTHWEST CORNER OF NORTHWEST QUARTER OF NORTHEAST QUARTER NORTH 85 DEGREES 58 MINUTES EAST 688.33 FEET; NORTH 1 DEGREE 33 MINUTES EAST 663.93 FEET, WESTERLY TO POINT OF BEGINNING, ALL IN SECTION 18, TOWNSHIP 18 SOUTH, RANGE 27 EAST, SAID LAND LYING AND BEING SITUATE IN LAKE COUNTY, FLORIDA.

LESS THAT PORTION OF SAID LAND CONVEYED TO LAKE COUNTY BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1379, PAGE 1267:

ALSO LESS:
THE SOUTH 343.63 FEET THEREOF.

EXHIBIT "B"





CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: August 23, 2023

MEETING DATE: September 5, 2023

SUBJECT: Final Reading of Ordinance No. 2023-16, Fletcher Grove Assisted Living Facility Small Scale Comp Plan Amendment

BACKGROUND SUMMARY:

The owner is seeking a small-scale Comprehensive Plan Amendment from SF Medium Density to Institutional and rezoning to Public Facility District for a 121- total units, comprised of 65 - Assisted Living Units, 24 - Memory Care Units, 32- Independent Living Units. The proposed facility is 2 story with a maximum building height of 35-feet.

The proposed comprehensive plan amendment to an Institutional Land Use is considered compatible with the adjacent land uses and provides for temporary living facilities and is consistent with the City Comprehensive Plan.

RECOMMENDATIONS:

Approve Final Reading of Ordinance 2023-16 Fletcher Grove Assisted Living Facility Small Scale Comp Plan Amendment

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report Fletcher Grove ALF
 2. Ord No. 2023-116 Small-Scale Comp Plan
-

CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.

SSCPA AND REZONING

Owner: Fletcher Grove Development, LLC

Applicant: Allison Yurko, Esq.

General Location: North of CR 450 and west of Fletcher Road

Number of Acres: 9.789 ± acres

Existing Zoning: Residential Professional (RP) and Commercial Tourist (CT)

Existing Land Use: Single Family Medium Density (5 units/acre)

Proposed Zoning: Public Facilities District (PFD)

Proposed Land Use: Institutional

Date: July 27, 2023

Description of Project

The owner is seeking a small-scale comp plan amendment from SF medium density (5 units/acre) to Institutional (.75 ISR) and rezoning to PFD for a 121-unit (156 beds) assisted living facility (65) with memory care (24 units) and independent living (32 units). The proposed facility is 2 story with a maximum building height of 35'.

	Surrounding Zoning	Surrounding Land Use
North	Commercial Tourist	Commercial Tourist (12 units/acre) & SF Medium Density (8 units/acre)
South	Residential Professional (RP) & R-3	Multi-family (12 units/acre) & SF Low Density (3 units/acre)
East	R-3 & AR-1	SF Medium Density & Agriculture Residential (1 unit/acre)
West	CT & RP	Commercial Tourist & Multi-family (12 units/acre)

Assessment

Small Scale Comprehensive Plan Map Amendment

The proposed comprehensive plan amendment from SF Medium Density (5 units/acre) to Institutional (.75 ISR) is considered compatible with the adjacent land uses and provides for temporary living facilities and is consistent with the comprehensive plan.

For comprehensive plan purposes a maximum development scenario was utilized based on the requirements of the Florida Statutes. Under the existing land use the maximum development potential is 49 single family residential units and under the proposed land use the maximum development is 319,806 SF of institutional type uses (It should be noted that maximum densities and intensities will not be achieved in all cases. Compatibility standards and other LDR regulations including those regulating the interaction between land use districts and zoning, as related to each specific site's unique characteristics, will determine actual achievable densities and intensities). The amendment will not cause a deficiency in the adopted levels of service established for public facilities as outlined below.

School Impact Analysis

Institutional type uses do not generate students. The amendment decreases the potential school age children by 17.

STUDENTS GENERATED BASED ON EXISTING LAND USE

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED
ELEMENTARY	49	0.157	7
MIDDLE	49	0.079	4
HIGH	49	0.114	6
GRAND TOTAL		0.350	17

Traffic Impact Analysis

The proposed amendment would increase the daily trips as outlined below based on maximum development potential. Fletcher Road is classified as a local roadway under the jurisdiction of Lake County with an adopted Level of Service (LOS) of D. Collins Street (CR 450) is classified as a collector roadway under the jurisdiction of Lake County with an adopted LOS of D. The amendment would not degrade the LOS.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Assisted Living Facility	319.81	254	1340	154	51	103
TOTAL GROSS TRIPS (PROPOSED)			1,340	154	51	103

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	49 units	210	462	34	21	13
TOTAL GROSS TRIPS (EXISTING)			462	34	21	13

Net Difference (Proposed Net Trip Generation Minus Existing Net Trip Generation)

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	120	30	90

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .653 MGD. The City has a current available capacity of .02 MGD and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City's Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining available capacity of .02 MGD.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The city has an existing agreement with the City of Eustis for wastewater (Resolution 2018-46). The agreement allows for a maximum of 300,000 gallons per day (0.3 MGD) and the current usage is 120,000 gallons per day (0.12 MGD) with a remaining capacity of 179,000 gallons per day (0.17 MGD). The proposed amendment would not cause a deficiency in the City's Level of Service standards and the city would have 179,000 gallons per day (0.17 MGD) remaining (Table 2).

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. Solid waste was estimated based on one (1) person per bed, which equates to 740 people. It is estimated that the proposed land use will produce 3,700 pounds of solid waste per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

An environmental assessment was conducted by Bio-Tech Consulting, Inc. The entire site is classified as uplands and not within the 100 year flood plain. At the time of field review, no listed species were observed onsite. The site is within the sand skink consultation area. Should protected species occur, appropriate regulatory permits will be required prior to development.

Comprehensive Plan Consistency

The proposed amendment is consistent with the following policies (among others):

FLU Policy 1-2.1.1 – Land Use Designations (15) - Institutional - 75% maximum impervious surface ratio per parcel, which includes building coverage. Development shall be limited to public facilities as specified in Policy 1-2.1.3.

FLU Policy 1-2.1.3 – Consideration of Public Facilities/Services - The City has incorporated within the Land Development Regulations provisions that allow Public Facilities/Services that best serve the health, safety, and welfare of citizens in all land use categories of the 2035 Future Land Use Map except Conservation/Open Space. Such areas shall be designated as institutional on the Future Land Use Map. Public facilities/services shall include but not be limited to educational facilities, electrical sub station, water plants, governmental facilities, churches and libraries. The proposed public facility/service must comply with the following criteria:

1. The proposed facility/service serves the majority of the population;
2. The proposed facility/service is located in close proximity to the main user group;
3. Buffers will be provided along the perimeter property boundary and the width of such buffer shall be determined by the adjacent land use and the proposed public facility/service, and;
4. Landscaping will be provided based on the adjacent land use and proposed public facility/service.

FLU Policy 1-2.5.1 – Institutional Land Use Designation - The institutional land use designation shall accommodate land resource needs of existing public and semi-public services, which shall comprise: governmental administration buildings, educational facilities, utilities, and essential public services, and facilities.

FLU Policy 1-2.5.2 – Reduce Impacts to Adjacent Land Uses - Lands designated for institutional uses shall contain sufficient acreage and open space. Such uses shall provide screening and buffer areas to minimize potential adverse impacts to adjacent land uses.

Housing Policy 3-1.1.2 – Promote a Diversity of Housing Types - The City's Future Land Use Map shall designate acreage to accommodate a diversity of housing needs.

Housing Policy 3-1.3.3 – Multi-Generation Housing - The City shall support the development of innovative retirement/multi-generation housing including "Granny Cottages", and accessory apartments.

Rezoning

The applicant is requesting that the 9.789 acres be rezoned from Commercial Tourist (CT) and Residential Professional (RP) to Public Facilities District (PFD). Chapter 6, Section 2(j)(3) provides special conditions for approval. Approved PFD uses shall front on an arterial or collector roadway. The subject site has frontage on CR 450 which is a collector roadway. Such uses shall comply with appropriate landscaping and buffering requirements pursuant to Chapter 15. The proposed PFD will comply with Chapter 15 and the proposed site plan meets the landscaping and buffering requirements. A 20' type "B" buffer is proposed adjacent to the perimeter property boundary. It should be noted that the southern and eastern buffer exceeds the minimum buffer requirements of a 15' type "A" along CR 450 and Fletcher Road. Such uses shall comply with appropriate access management techniques pursuant to the Chapter 14. Both CR 450 and Fletcher Road are under the jurisdiction of Lake County and will meet Lake County access management standards.

The proposed PFD zoning is compatible with the adjacent zoning of commercial tourist, residential professional, R-3, and Agricultural Residential (AR). It should be noted that the adjacent zonings of R-3 and AR are located across Fletcher Road to the east. Appropriate buffers and increased setbacks are proposed which would mitigate any potential impacts to the residential.

Preliminary Site Plan

The plan identifies three (3) – 2 story buildings for a total of 121 units (156 beds) with common areas (dining room, theater, library, etc.) and recreational amenities which include outdoor court yards with water features.

The proposed preliminary site plan appears to take into account the existing tree canopy in the proposed design. One (1) access point, a dual boulevard from Collins Road (CR 450) is proposed. It should be noted that the roadway is under the jurisdiction of Lake County and the county would need to approve the proposed access location. A 20' Type "B" landscape buffer (4 canopy trees, 4 understory trees, shrubs and groundcover) is proposed adjacent to the entire perimeter boundary. It is the applicant's intent to leave the existing tree canopy within the buffers.

The proposed setbacks are as follows:

South - Collins Road (CR 450) – 35'

East - Fletcher Road – 25'

North boundary – 20'

West – 30'

Traffic

A traffic impact analysis was conducted by Traffic, Planning and Design, Inc. (TPD) based on the proposed 121-unit ALF. The analysis indicates that the proposed development will create 299 daily trips with 23 PM Peak hour trips. It should be noted that the proposed daily trips are a substantial decrease in trips when compared to the existing allowed residential units which would produce 462 trips (a decrease of 163 daily trips). Results of the analysis indicate that the area roadways and intersections will operate at satisfactory LOS with the proposed development.

Lake County Public Works indicates that additional right of way will be required for CR 450 and Fletcher Road.

Elevations

The institutional use is exempt from non-residential design standards of Chapter 6, Section 5; however, please be advised that the proposed elevations appear to meet the architectural requirements of Chapter 6, Section 5 of the Land Development Regulations (LDRs).

Recommendation

Small Scale Comprehensive Plan Map Amendment

The proposed amendment is consistent with the comprehensive plan, will not degrade level of service for public facilities, and meets the following policies (among others):

FLU Policy 1-2.1.1 – Land Use Designations

FLU Policy 1-2.1.3 – Consideration of Public Facilities/Services

FLU Policy 1-2.5.1 – Institutional Land Use Designation

FLU Policy 1-2.5.2 – Reduce Impacts to Adjacent Land Uses

Housing Policy 3-1.1.2 – Promote a Diversity of Housing Types

Housing Policy 3-1.3.3 – Multi-Generation Housing

Rezoning

The proposed rezoning is compatible with adjacent development and the preliminary site plan meets the minimum technical standards of Chapter 6.

Table 1 – Water Analysis

Ordinance #	Acres	Existing Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.195*
	9.789	SF Med Density (5 units/acre)	Institutional (.75 ISR)	319,806 SF (740 beds)	0.09	
	9.789	49 Units		740 beds		0.105

* Includes Maxwell Road Amendment

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc or 300 GPD per ERU
ERU's for ALF calculated at 0.417 per bed

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.17
	9.789	SF Med Density (5 units/acre)	Institutional (.75 ISR)	319,806 SF (740 beds)	0.077	
		49 Units	740 beds	740 beds		0.093

* Includes Maxwell Road Amendment

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc or 250 GPD per ERU
ERU's for ALF calculated at 0.417 per bed

ORDINANCE 2023-16

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 9.789 ± ACRES OF LAND DESIGNATED SINGLE FAMILY MEDIUM DENSITY TO INSTITUTIONAL IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FLETCHER GROVE DEVELOPMENT, LLC LOCATED NORTH OF CR 450 AND WEST OF FLETCHER ROAD ; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Alison Yurko, Esq. on behalf of the owner, Fletcher Grove Development LLC as owner, requesting that real property within the city limits of the City of Umatilla be assigned a land use designation from Residential Single-Family Medium Density to Institutional under the Comprehensive Plan for the City of Umatilla;

WHEREAS, the amendment would facilitate institutional development and is in compliance with the policies of the City's comprehensive plan; and

WHEREAS, the required notice of the proposed small scale comprehensive plan amendment has been properly published as required by Chapter 163, Florida Statutes; and

WHEREAS, the Local Planning Agency for the City of Umatilla have reviewed the proposed amendment to the Comprehensive Plan and have made recommendations to the City Council of the City of Umatilla.

WHEREAS, the City Council reviewed said petition, the recommendations of the Land Planning Agency, staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law; and,

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

Section 1: Purpose and Intent.

That the land use classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be designated from Single Family Medium Density to Institutional as more particularly described and depicted as set forth on Exhibit "A" and as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference, and as defined in the Umatilla Comprehensive Plan.

LEGAL DESCRIPTION: See Exhibit "A"

Alternate Key # 1037620

- A. That a copy of said Land Use Plan Amendment is filed in the office of the City Manager of the City of Umatilla as a matter of permanent record of the City, and that matters and contents therein are made a part of this ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.
- B. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the Comprehensive Land Use Plan Map of the City of Umatilla.

Section 2: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: Scrivener's Errors.

Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5: Effective Date.

This Ordinance shall become effective 31 days after its adoption by the City Council. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2023.

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham, FCRM
City Clerk

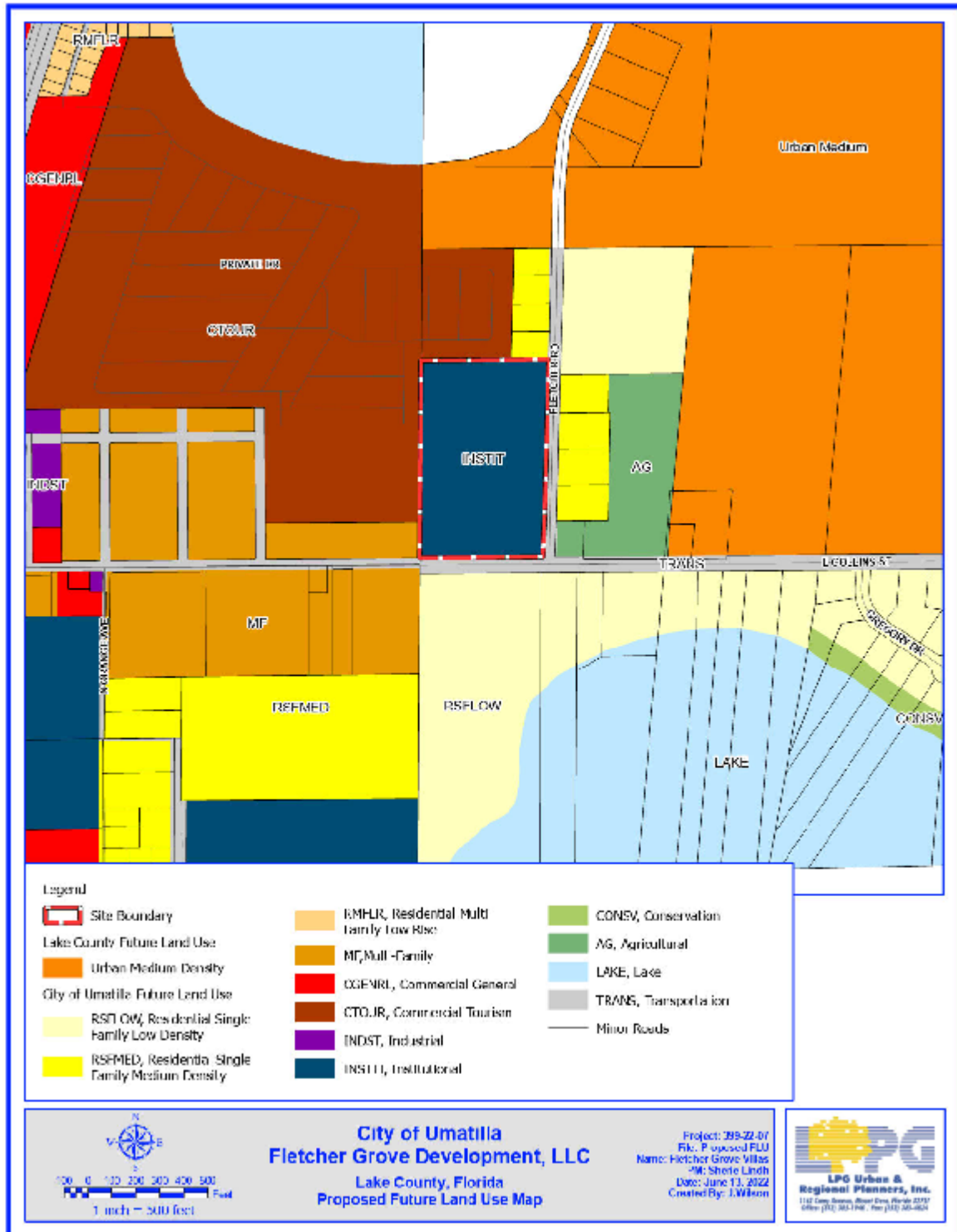
Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"

BEGINNING AT A POINT 468 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, SAID LOT 3 BEING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, AND FROM SUCH BEGINNING POINT RUN EAST 8.4 CHAINS. THENCE SOUTH 862 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID GOVERNMENT LOT 3; THENCE WEST 8.4 CHAINS, THENCE NORTH 862 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT "B"





CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: August 23, 2023

MEETING DATE: September 5, 2023

SUBJECT: Final Reading of Ordinance 2023-17, Fletcher Grove Assisted Living Facility Rezoning

BACKGROUND SUMMARY:

The applicant is requesting to Rezone 9.789 acres from Commercial Tourist (CT) and Residential Professional (RP) to Public Facilities District (PFD).

Chapter 6, Section 2(j)(3) Land Development Code provides special conditions for approval, which include the following:

1. PFD uses shall front on an arterial or collector roadway.

The subject site has frontage on CR 450 which is a collector roadway.

2. Such uses shall comply with appropriate landscaping and buffering requirements pursuant to Chapter 15. **The proposed site plan meets the landscaping and buffering requirements. A 20' type "B" buffer is proposed adjacent to the perimeter property boundary. The southern and eastern buffers exceed the minimum buffer requirements of a 15' type "A" along CR 450 and Fletcher Road.**

3. Such uses shall comply with appropriate access management pursuant to Chapter 14. **Both CR 450 and Fletcher Road are under the jurisdiction of Lake County and will meet Lake County access management standards.**

4. The proposed PFD zoning is compatible with the adjacent zoning of Commercial Tourist, Residential Professional, R-3, and Agricultural Residential (AR). **Adjacent zonings of R-3 and AR are located across Fletcher Road to the east. Appropriate buffers and increased setbacks are proposed which would mitigate any potential impacts on the residential.**

The Preliminary Site Plan identifies three (3) – 2 story buildings for a total of 121 units (156 beds) with common areas (dining room, theater, library, etc.) and recreational amenities which include outdoor court yards with water features.

RECOMMENDATIONS:

Approve Final Reading of Ordinance 2023-17 Fletcher Grove Assisted Living Facility Rezoning

FISCAL IMPACTS:

N/A

ATTACHMENTS:

ORDINANCE 2023-17

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 9.789 ± ACRES OF LAND ZONED COMMERCIAL TOURIST AND RESIDENTIAL PROFESSIONAL TO THE DESIGNATION OF PUBLIC FACILITIES DISTRICT (PFD) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FLETCHER GROVE DEVELOPMENT, LLC LOCATED NORTH OF CR 450 AND WEST OF FLETCHER ROAD; APPROVING A CONCEPTUAL PLAN FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Alison Yurko, Esq. on behalf of the owner, Fletcher Grove Development, LLC as Owner, to rezone approximately 9.789 acres of land from Commercial Tourist (CT) and Residential Professional (RP) to Public Facilities District (PFD);

WHEREAS, the Petition bears the signature of all required parties; and

WHEREAS, the required notice of the proposed rezoning has been properly published;

WHEREAS, the City Council reviewed said petition, the recommendations of staff report and any comments, favorable or unfavorable, from the public and surrounding property owners at a public hearing duly advertised;

WHEREAS, upon review, certain terms pertaining to the development of the above-described property have been duly approved, and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be designated as PFD, Public Facilities District, as defined in the Umatilla Land Development Regulations. The property is more particularly described and depicted as set forth on Exhibit "A" and as depicted on the map attached hereto as Exhibit "B" and incorporated herein by reference.

LEGAL DESCRIPTION: Exhibit "A"

Alternate Key # 1037620

Section 2: Zoning Classification.

That the property shall be designated as PFD, Public Facilities District, in accordance with Chapter 6, Section 2(j) of the Land Development Regulations of the City of Umatilla, Florida (Exhibit "B"). The property rezoned pursuant to this section shall be subject to the Umatilla Land Development Regulations pertaining properties within the Public Facilities District and shall be developed according to the Preliminary Site Plan attached hereto as Exhibit "C".

Section 3: The City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning map of the City of Umatilla, Florida, to include said designation consistent with this Ordinance.

Section 4: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5: Scrivener's Errors.

Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6: Effective Date.

This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2023.

Kent Adcock, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham, FCRM
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"

BEGINNING AT A POINT 468 FEET SOUTH OF THE NORTHWEST CORNER OF GOVERNMENT LOT 3 OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, SAID LOT 3 BEING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, AND FROM SUCH BEGINNING POINT RUN EAST 8.4 CHAINS. THENCE SOUTH 862 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID GOVERNMENT LOT 3; THENCE WEST 8.4 CHAINS, THENCE NORTH 862 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT "B"

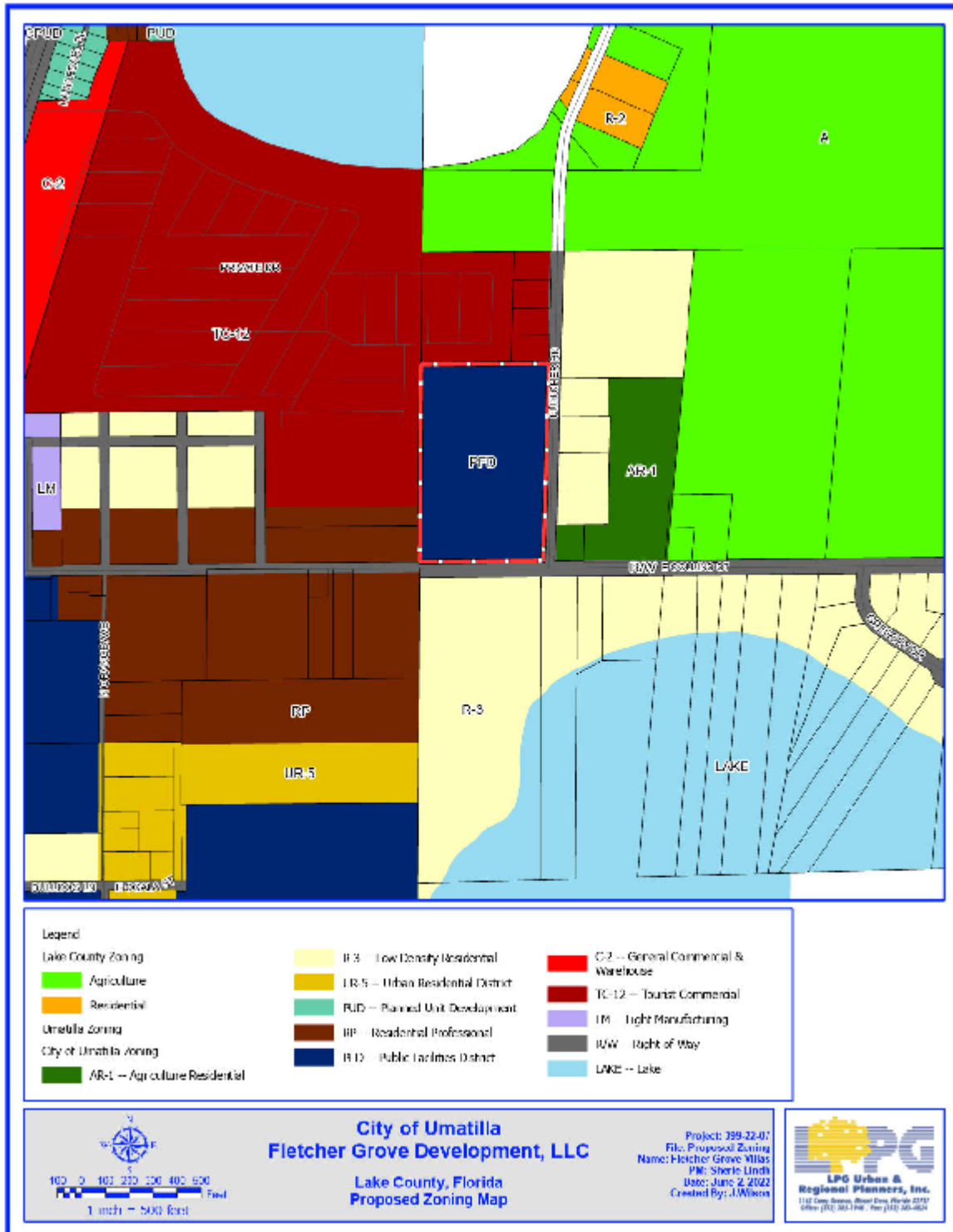
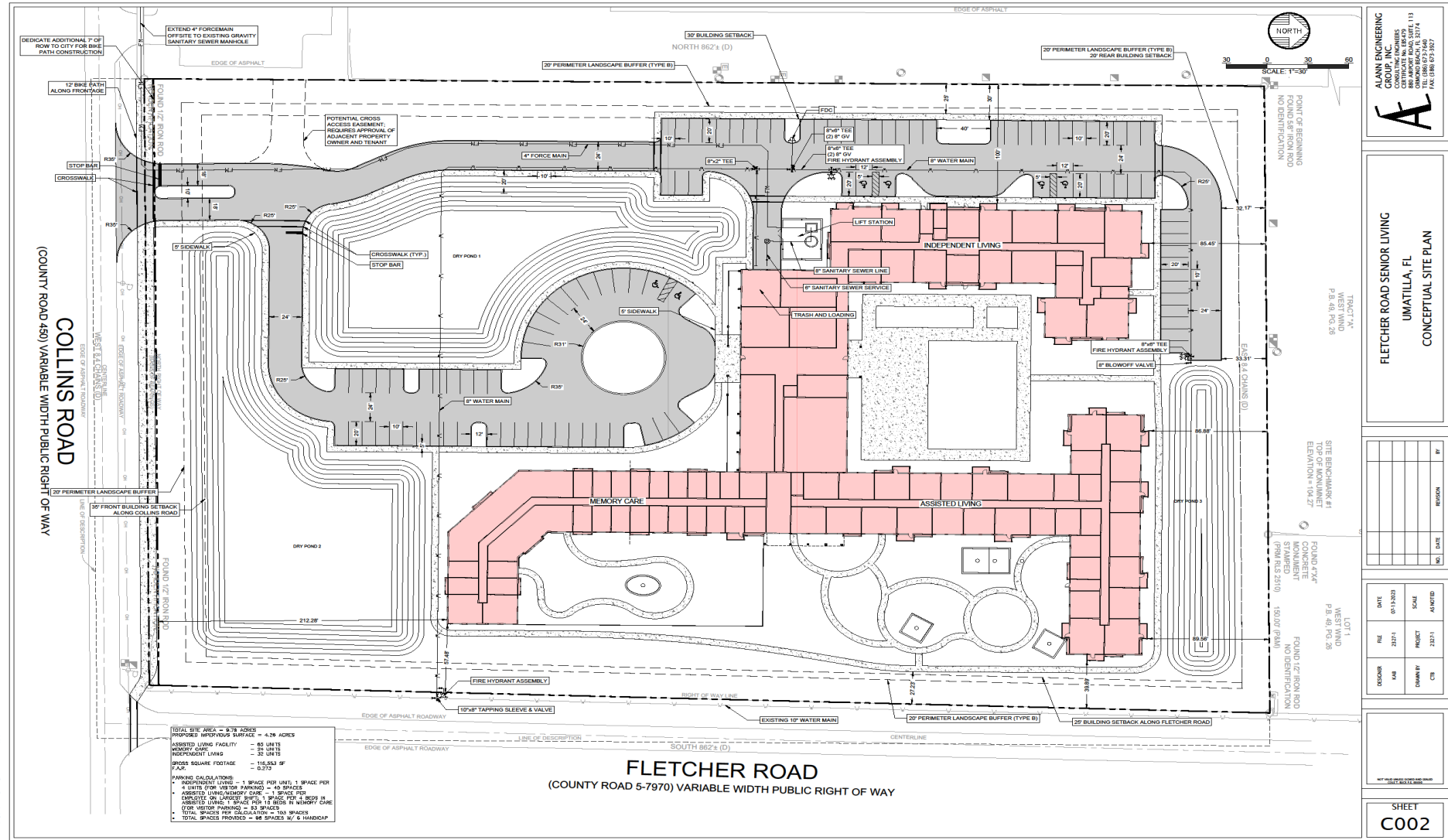


EXHIBIT "C"





CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: August 28, 2023

MEETING DATE: September 5, 2023

SUBJECT: Fletcher Groves Assisted Living Facility Site Plan

BACKGROUND SUMMARY:

The Fletcher Groves Assisted Living Facility consists of three (3) – 2 story buildings for a total of 121 units (156 beds) with common areas (dining room, theater, library, etc.) and recreational amenities which include outdoor court yards with water features.

The proposed preliminary site plan appears to take into account the existing tree canopy in the proposed design.

One (1) access point, a dual boulevard from Collins Road (CR 450) is proposed. Collins Street falls under the jurisdiction of Lake County, therefore they would approve the proposed access location.

A 20' Type "B" landscape buffer (4 canopy trees, 4 understory trees, shrubs and groundcover) is proposed adjacent to the entire perimeter boundary. It is the applicant's intent to leave portions of the existing tree canopy within the buffers.

Then landscape buffer along Fletcher road consists of a 4-ft high earthen berm with the required landscaping pre City Code. By adding the berm, it will provide added visual buffer to the adjacent properties.

Lake County Public Works indicates that additional right of way will be required for CR 450 and Fletcher Road and will be addressed the site construction drawings.

RECOMMENDATIONS:

The Site Plan submitted meets or exceeds the City Land Development Regulations.

Staff recommends approval, subject to the following conditions, which shall be noted on the face of the site plan:

1. In the event Lake County prohibits access from Collin Street and requires access from Fletcher Road, this change is considered a "substantial deviation" from this plan, thus requiring the City Council to re-approve the site plan with different access.
2. Building permits will be issued subject to the non-residential design standards contained in Chapter 6 of the City's Land Development Regulations and all other applicable requirements.

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report Fletcher Grove Site Plan
 2. Landscape Site Plan
 3. Conceptual Site Plan
-

CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC

SITE PLAN

Owner: Fletcher Grove Development, LLC

Applicant: Allison Yurko, Esq.

General Location: North of CR 450 and west of Fletcher Road

Number of Acres: 9.789 ± acres

Existing Zoning: Residential Professional (RP) and Commercial Tourist (CT)

Existing Land Use: Single Family Medium Density (5 units/acre)

Proposed Zoning: Public Facilities District (PFD)

Proposed Land Use: Institutional

Date: August 24, 2023

Description of Project

The owner is seeking site plan approval for a 121-unit (156 beds) assisted living facility (65 units) with memory care (24 units) and independent living (32 units). The proposed facility is 2 story with a maximum building height of 35'.

	Surrounding Zoning	Surrounding Land Use
North	Commercial Tourist	Commercial Tourist (12 units/acre) & SF Medium Density (5 units/acre)
South	Residential Professional (RP) & R-3	Multi-family (12 units/acre) & SF Low Density (3 units/acre)
East	R-3 & AR-1	SF Medium Density & Agriculture Residential (1 unit/acre)
West	CT & RP	Commercial Tourist & Multi-family (12 units/acre)

Assessment

Site Plan

The plan identifies three (3) – 2 story buildings for a total of 121 units (156 beds) with common areas (dining room, theater, library, etc.) and recreational amenities which include outdoor court yards with water features. A monument sign is proposed along East Collins Street (CR 450) and Fletcher Road.

The site plan identified one (1) access point, a dual boulevard from East Collins Street (CR 450). It should be noted that the roadway is under the jurisdiction of Lake County and right of way and driveway permits will be required. An access easement to the adjoining property to the west (Health Department) is also shown.

Exhibits were provided that show adequate turning radius for semi-tractor trailers and fire trucks.

A 20' Type "B" landscape buffer (4 canopy trees, 4 understory trees, shrubs and groundcover) is shown adjacent to the entire perimeter boundary. A 4' continuous berm will also be provided adjacent to the entire length of Fletcher Road.

Please be advised that Lake County may require a sidewalk along Fletcher Road.

A separate sign permit will be required.

The site plan meets the minimum technical requirements of Chapter 13, Section 8.

Elevations

The institutional use is exempt from non-residential design standards of Chapter 6, Section 5; however, please be advised that the proposed elevations appear to meet the architectural requirements of Chapter 6, Section 5 of the Land Development Regulations (LDRs).

Recommendation

Staff recommends approval, subject to the following conditions, which shall be noted on the face of the site plan:

1. In the event Lake County prohibits access from Collin Street and requires access from Fletcher Road, this change is considered a "substantial deviation" from this plan, thus requiring the City Council to re-approve the site plan with different access.
2. Building permits will be issued subject to the non-residential design standards contained in Chapter 6 of the City's Land Development Regulations and all other applicable requirements.

CLIENTS



CONSULTANTS

PROJECT TITLE

Distinctive-Umatilla-FL

ISSUE #	DATE	DESCRIPTION
	07/25/2023	SITE SBMSM
	08/21/2023	SITE PLAN RESUBMISSION

CERTIFICATION

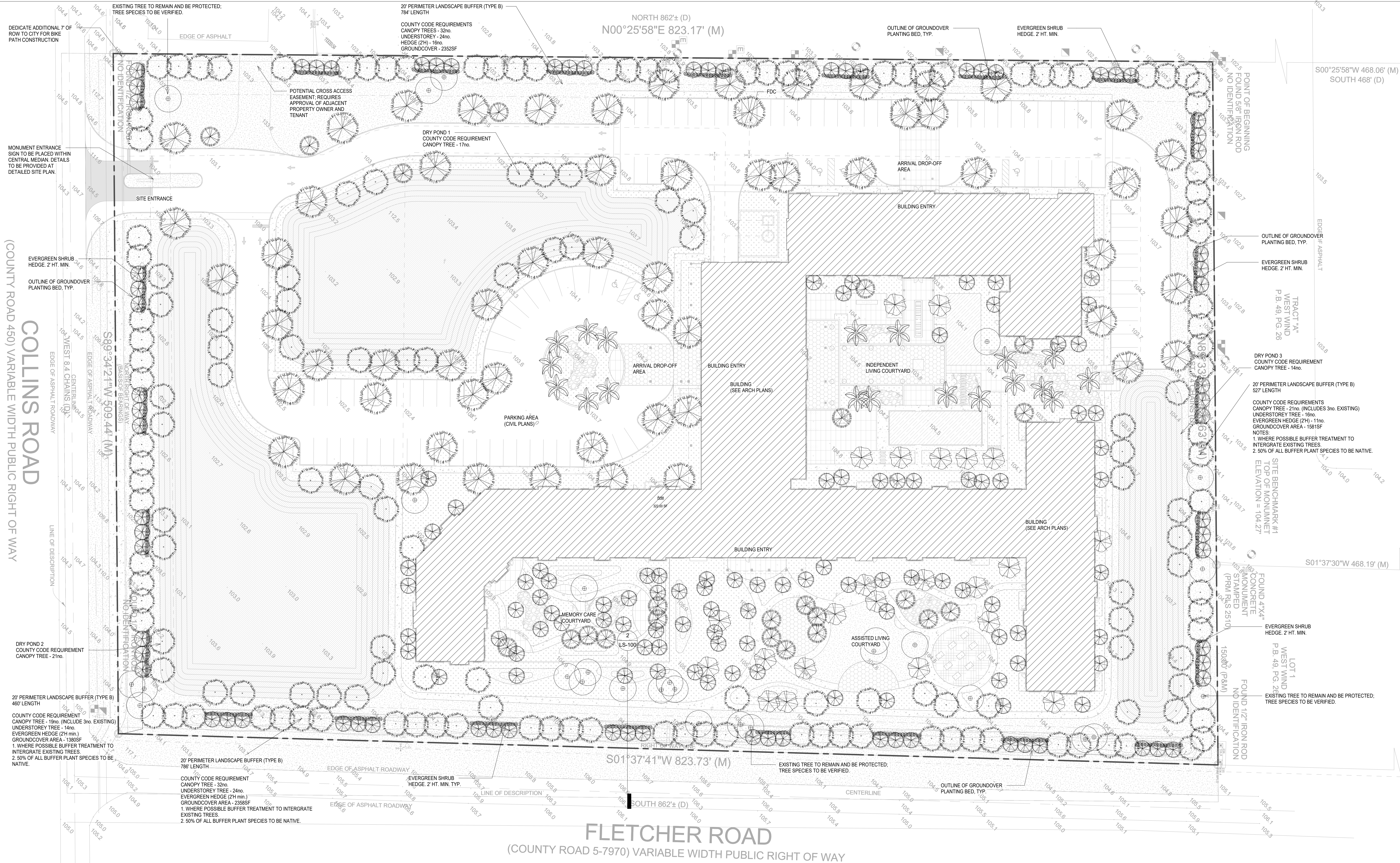
DRAWN BY	Author
CHECKED BY	JN
COMMISSION NUMBER	2485-14

SHEET TITLE

OVERALL
PLANTING SITE
PLAN

SHEET NUMBER

LP-100



OVERALL PLANTING SITE PLAN

PRELIMINARY PLANT SCHEDULE:

SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE	Plant Comments
CANOPY TREE				
ACE RUB	RED MAPLE	ACER RUBRUM	3" CAL. MIN. 12" HT. MIN. @PLANTING	B&B FULL & MATCHED
OLE CAS	DAHOON HOLLY	ILEX CASSINE	3" CAL. MIN. 12" HT. MIN. @PLANTING	B&B FULL & MATCHED
PIN ELL	SLASH PINE	PINUS ELLIOTTII	3" CAL. MIN. 12" HT. MIN. @PLANTING	B&B FULL & MATCHED
QUE VIR	LIVE OAK	QUERCUS VIRGINIANA	3" CAL. MIN. 12" HT. MIN. @PLANTING	B&B FULL & MATCHED
TAX DIS	BALD CYPRESS	TAXODIUM DISTICHUM	3" CAL. MIN. 12" HT. MIN. @PLANTING	B&B FULL & MATCHED
PALM				
RHA HYS	NEEDLE PALM	RHAPIDOPHYLLUM HYSTRUX	15 GAL. MIN. 4" HT. MIN. @PLANTING	B&B OR CONTAINER
SAB PAL	CABBAGE PALM	SABAL PALM	8-16" HT. SLICK	FIELD GROWN; B&B
ORNAMENTAL TREE				

SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE	Plant Comments
BAC HAL	GROUNDSEL TREE	BACCHARIS HALIMIFOLIA	12" CAL. MIN. 8" HT. MIN. @PLANTING	B&B OR CONTAINER
CHI VIR	WHITE FRINGE TREE	CHIONANTHUS VIRGINICUS	12" CAL. MIN. 8" HT. MIN. @PLANTING	B&B OR CONTAINER
SWE MAG	MAGNOLIA VIRGINIANA	SWEET-BAY MAGNOLIA	2" CAL. MIN. 8" HT. MIN. @PLANTING	B&B OR CONTAINER
DECIDUOUS SHRUB				
ARO ARB	RED CHOKEBERRY	ARONIA ARBUTIFOLIA	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER
CAL AME	AMERICAN BEAUTYBERRY	CALLICARPA AMERICANA	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER
ITE VIR	VIRGINIA SWEETSPICE	ITEA VIRGINICA	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER
VIB OBO	WALTERS VIBURNUM	VIBURNUM OBOVATUM	5 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER
EVERGREEN SHRUB				
DRY LUD	SOUTHERN WOOD FERN	DRYOPTERIS LUDOVICIANA	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER

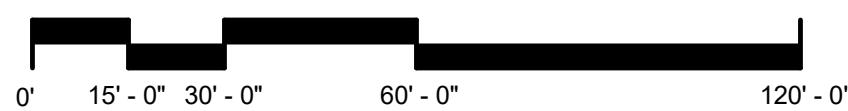
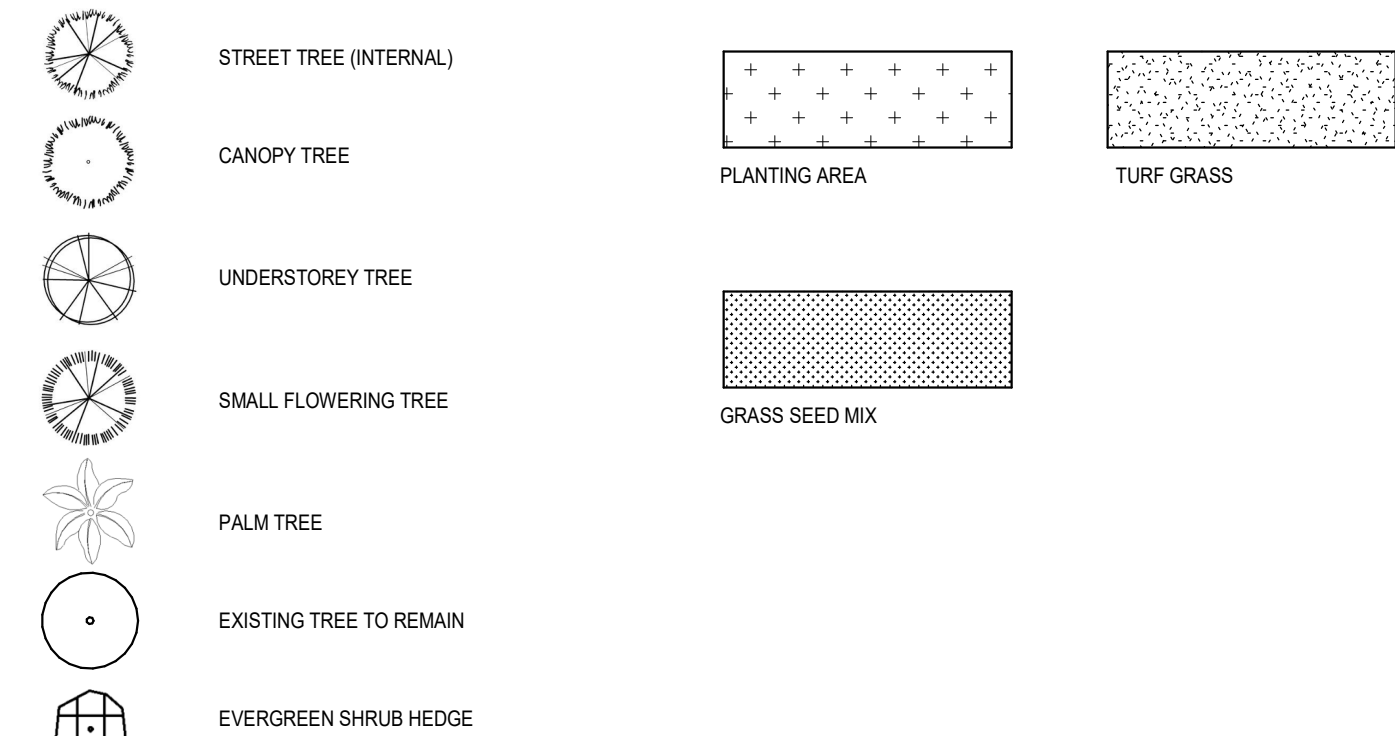
SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE	Plant Comments
ILE GLA	INKBERRY	ILEX GLABRA	5 GAL. MIN. 30" HT. MIN. @PLANTING	CONTAINER
MOR CER	WAX MYRTLE	MORELLA CERIFERA	5 GAL. MIN. 30" HT. MIN. @PLANTING	CONTAINER
SER REP	SAW PALMETTO	SERENOA REPENS	5 GAL. MIN. 30" HT. MIN. @PLANTING	CONTAINER
PERENNIALS/GROUNDCOVERS/GRASSES				
ALL CAN	NODDING ONION	ALLIUM CANADENSE	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER
AND GLO	BUSHY BLUESTEM	ANDROPOGON GLOMERATUS VAR. PUMILUS	5 GAL. MIN. 30" HT. MIN. @PLANTING	CONTAINER
CAR GHO	GHOLSON'S SEDGE	CAREX GHOLSONII	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER
PEN MUL	MANYFLOWER BEARDTONGUE	PENSTEMON MULTIFLORUS	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER
RUD HIR	BLACK-EYED SUSAN	RUDEBECKIA HIRTA	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER

SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE	Plant Comments
SAL COC	SCARLET SAGE	SALVIA COCCINEA	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER
SAL LYR	LYRE-LEAVED SAGE	SALVIA LYRATA	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER
SIS ANG	BLUE-EYED GRASS	SISYRINCHIUM ANGUSTIFOLIUM	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER
SPA BAK	SAND CORDGRASS	SPARTINA BAKERI	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER
TRI DAC	EASTERN GAMAGRASS	TRIPSACUM DACTYLOIDES	3 GAL. MIN. 24" HT. MIN. @PLANTING	CONTAINER

GENERAL PLANTING NOTES:

1. ALL EXISTING TREE LOCATIONS AND SPECIES SHOWN ON THE PLANS ARE TO BE VERIFIED BY AN ADDITIONAL TREE SURVEY. WHERE POSSIBLE, 17% LIVE OAK TREE SPECIES TO BE PRESERVED. FINAL TREE MITIGATION AND PRESERVATION PLANS TO BE SUBMITTED AS PART OF THE DETAILED SITE PLAN.
2. BUFFER TYPE B TREATMENT TO INTERGRATE EXISTING TREES, WHERE POSSIBLE. FINAL BUFFER PLANTING PLANS TO BE SUBMITTED AS PART OF THE DETAILED SITE PLAN.
3. OVERALL SITE PLANTING PLAN WITH LOCATION AND TYPE OF PLANTING SPECIES TO BE SUBMITTED AS PART OF THE DETAILED SITE PLAN.
4. AS PER CODE REQUIREMENTS 50% OF ALL BUFFER PLANT SPECIES TO BE NATIVE.
5. ALL PLANT SPECIES TO COMPLY WITH UMATILLA APPROVED PLANT LIST.

PLANTING LEGEND:



NOT FOR
CONSTRUCTION

CLIENTS



CONSULTANTS

PROJECT TITLE

Distinctive-Umatilla-FL

ISSUE #	DATE	DESCRIPTION
	07/25/2023	SITE SBMSM
	08/21/2023	SITE PLAN RESUBMISSION

CERTIFICATION

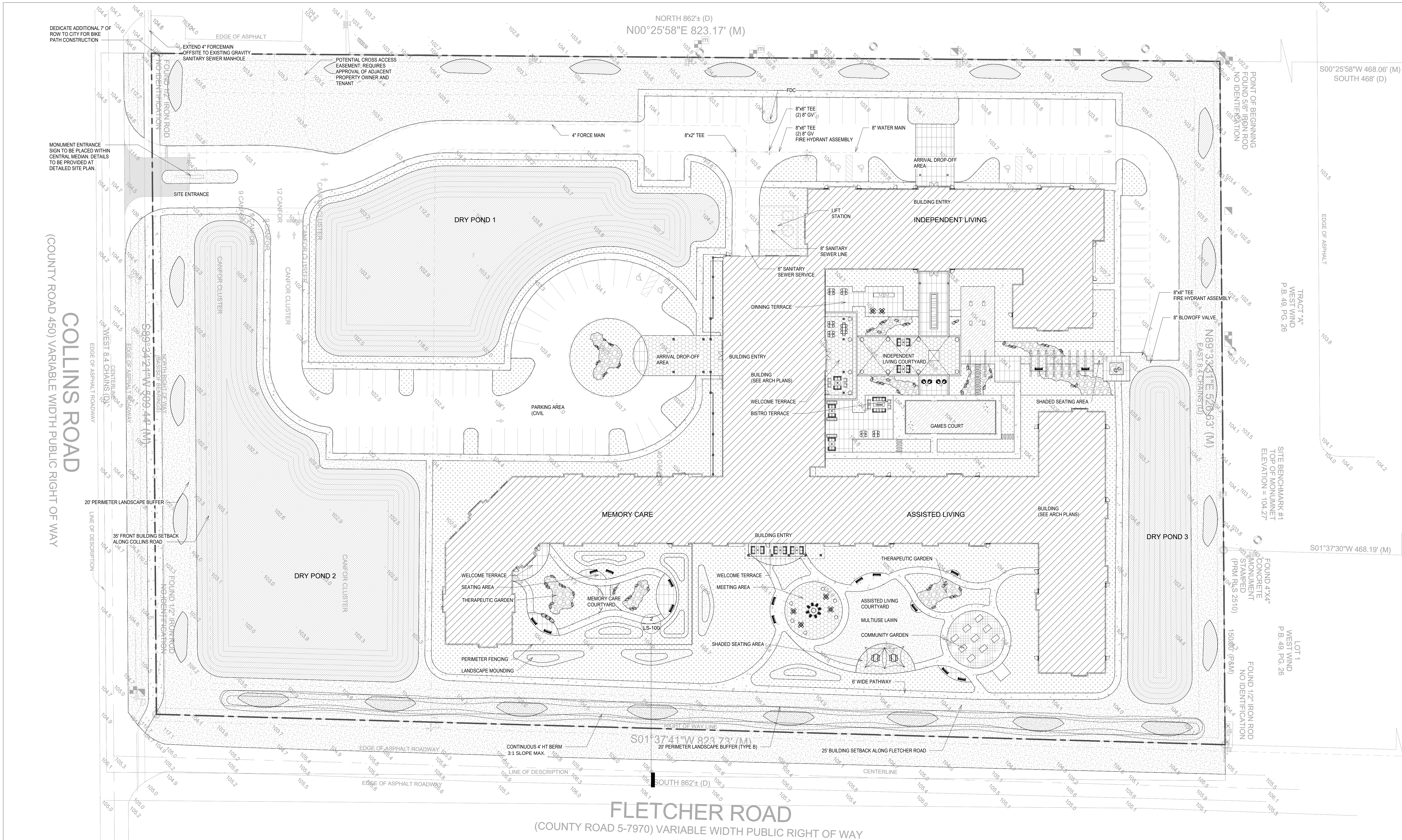
DRAWN BY	Author
CHECKED BY	JN
COMMISSION NUMBER	2485-14

SHEET TITLE

OVERALL
LANDSCAPE SITE
PLAN

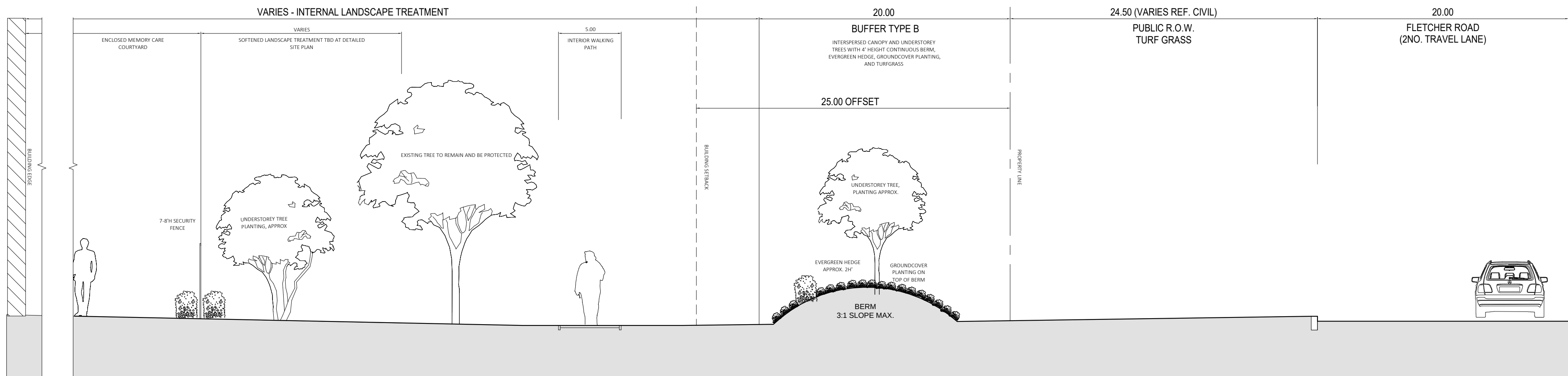
SHEET NUMBER

LS-100



1 OVERALL LANDSCAPE SITE PLAN

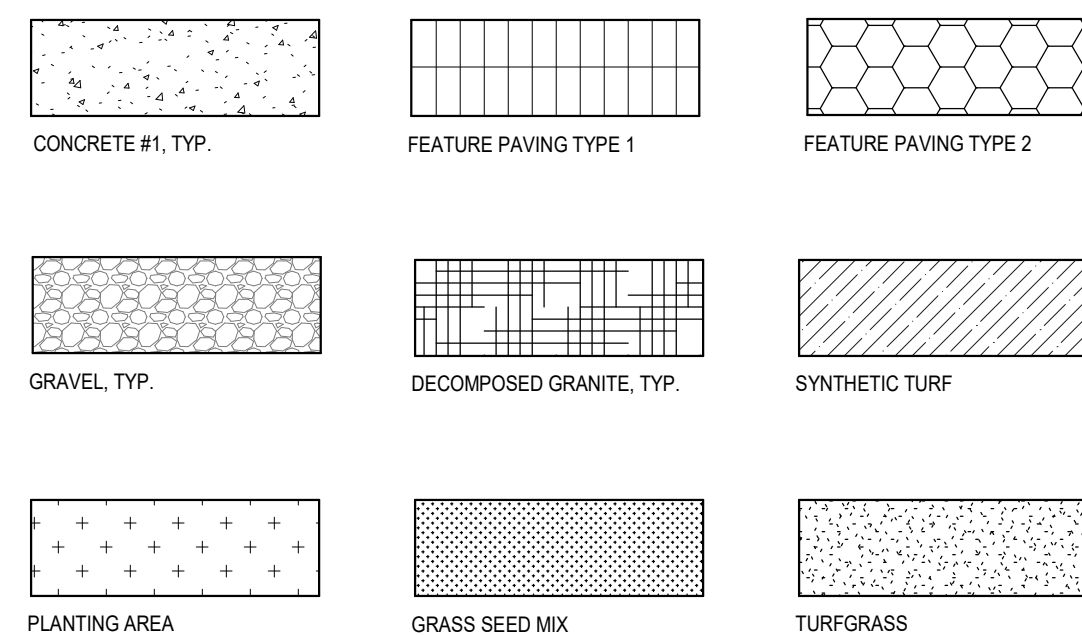
LS-100
1" = 30'-0"



2 CONCEPTUAL SITE SECTION - FLETCHER ROAD

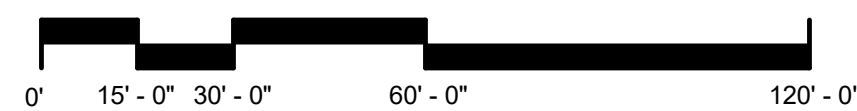
LS-100
1" = 20'-0"

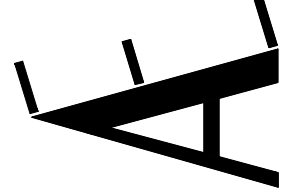
GRAPHIC LEGEND:



GENERAL NOTES:

1. FOR ALL SITE LIGHTING REFERENCE MEP DRAWINGS.
2. FOR ALL PLANTING REFERENCE LP-100 SHEET.



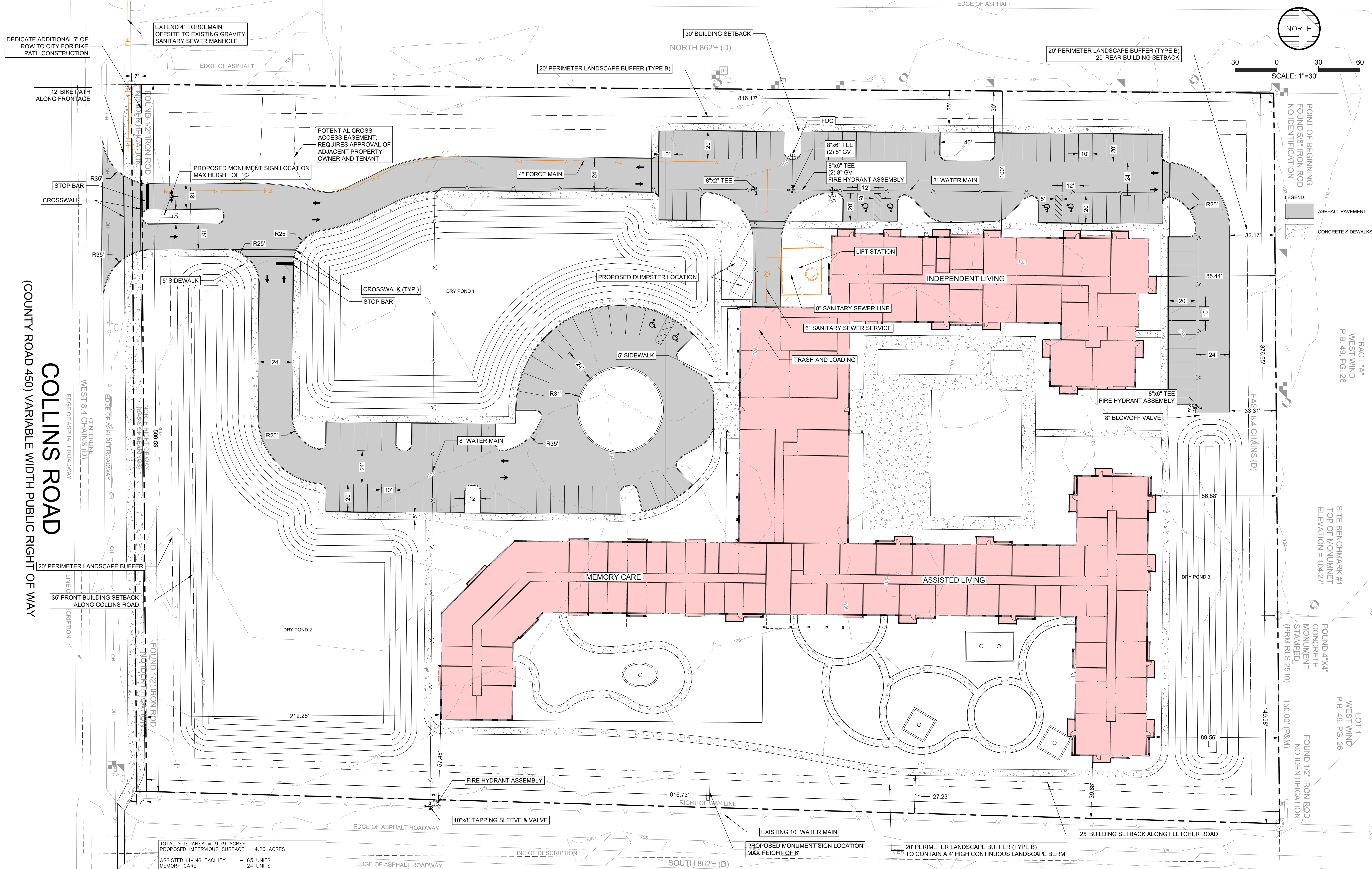


FLETCHER ROAD SENIOR LIVING
UMATILLA, FL
CONCEPTUAL SITE PLAN

NO.	DATE	REVISION	BY

DESIGNER	DRAWN BY	PROJECT	SCALE	AS NOTED
KAB	CTB	2327-1	1:2327-1	07-13-2023

NOT VALID UNLESS SIGNED AND SEALED
CONSULTING ENGINEER



TOTAL SITE AREA = 9.79 ACRES	
PROPOSED IMPERVIOUS SURFACE = 4.26 ACRES	
ASSISTED LIVING FACILITY	- 65 UNITS
MEMORY CARE	- 24 UNITS
INDEPENDENT LIVING	- 32 UNITS
GROSS SQUARE FOOTAGE	- 116,553 SF
F.A.R.	- 0.273
PARKING CALCULATIONS:	
• INDEPENDENT LIVING - 1 SPACE PER UNIT; 1 SPACE PER 4 UNITS (FOR VISITOR PARKING) = 40 SPACES	
• ASSISTED LIVING/MEMORY CARE - 1 SPACE PER EMPLOYEE ON LARGEST SHIFT; 1 SPACE PER 4 BEDS IN ASSISTED LIVING; 1 SPACE PER 10 BEDS IN MEMORY CARE (FOR VISITOR PARKING) = 63 SPACES	
• TOTAL SPACES PER CALCULATION = 103 SPACES	
• TOTAL SPACES PROVIDED = 98 SPACES W/ 6 HANDICAP	

FLETCHER ROAD
(COUNTY ROAD 5-7970) VARIABLE WIDTH PUBLIC RIGHT OF WAY



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: August 28, 2023

MEETING DATE: September 5, 2023

SUBJECT: First Reading of Ordinance 2023-18, Holy Moly Storage Special Exception Use - Mini Storage Facility

BACKGROUND SUMMARY:

An application has been received by Mike Powers on behalf of Holy Moly Concepts, LLC, Owner, requesting a Special Exception Use Permit to allow for mini warehouses within the existing C-2 zoning district. The site is proposed as two (2) phases with total square footage of 63,300 (460 units).

Phase 1 – 24,000 SF climate-controlled facility (187 units), 11,700 SF mini warehouses (91 units) for a total of 278 storage units with associated parking and stormwater; and Phase II – 27,600 SF of mini warehouse (182 units).

The applicant is also requesting, prior to construction of the Phase II improvements, the temporary use of boat/RV storage.

The proposed use is compatible with the adjacent land uses and is located within an area of established commercial uses located along SR 19 and CR 42. Appropriate buffers have been established to mitigate the agricultural land uses.

RECOMMENDATIONS:

Approval of First Reading of Ordinance 2023-18, Holy Moly Storage Special Exception Use - Mini Storage Facility

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report Holy Moly SEU
 2. Aerial
 3. SEU Holy Moly plan 1
 4. SEU Holy Moly plan 2
 5. SEU Holy Moly plan 3
 6. ORD 2023 - 18 Holy Moly SEU
-

CITY OF UMATILLA
STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, INC.

SPECIAL EXCEPTION USE

Owner: Holy Moly Concepts, LLC

Applicant: Mike Powers

General Location: CR 42 & W Altoona Road

Number of Acres: 5.26 ± acres

Existing Zoning: General Commercial (C-2)

Existing Land Use: General Commercial

Date: July 28, 2023

Description of Project

The owner is seeking a Special Exception Use (SEU) for mini warehouses consisting of two (2) phases with total square footage of 63,300 (460 units). Phase 1 – 24,000 SF climate-controlled facility (187 units), 11,700 SF mini warehouses (91 units) for a total of 278 storage units with associated parking and stormwater; and Phase II – 27,600 SF of mini warehouse (182 units). The applicant is also requesting prior to construction of the Phase II improvements, the temporary use of boat/RV storage. The maximum ISR is .75, the proposed ISR is .58, and the FAR is .30.

	Surrounding Zoning	Surrounding Land Use
North	Lake County Agriculture (A)	Lake County Rural
South	C-2	General Commercial
East	Lake County C-2	Rural Transition
West	Lake County Agriculture (A)	Lake County Rural

Assessment

Concept plan – The plan meets the minimum technical requirements of Chapter 7, Section 2(b)(1).

Chapter 6, Section 2 (L) (3) (M) list mini-warehouses as a use that may be permitted upon approval by the City Council as a Special Exception Use.

Chapter 7, Section 3(18) outlines the conditions that are to be considered for establishment of a mini-warehouse as follows:

- Warehouse buildings shall be screened from any public rights-of-way by a six (6) foot high opaque fence or wall with a bufferyard planted along the street side of the fence or wall;

The concept plan identifies a 6' solid fence and associated buffers adjacent to the public right of way of W. Altoona Road and along the northern and southern property boundary which will screen the view from any public right of way. It should also be noted that the adjacent parcel to the south is owned by the applicant and is treed.

- The proposed site shall be a minimum of two (2) acres;

The subject parcel is 5.26 acres and meets the minimum requirement

- The proposed site shall front on an arterial or collector roadway;

The subject site does not meet this criteria; however, it is within 240' of CR 42 which is designated as a collector. It should also be noted that the applicant owns the adjacent commercial parcel to the south.

- Outside storage of boats or vehicles may be approved with site plan; and

The applicant has indicated that prior to construction of Phase II, the area will be utilized for the temporary use of outside storage of boats and RVs.

- The mini-warehouses are to be used solely for the purposes of storage; wholesale, manufacturing or other commercial uses are expressly prohibited.

A condition can be added to the SEU Ordinance to assure compliance with these criteria.

Pursuant to Chapter 7, Section 2(d)(2) the review criteria for special exception uses are:

- 1) Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety;

Planning staff conducted a trip generation analysis based on the total square footage of the proposed mini warehouses and based on the analysis the proposed mini-warehouses are considered a de minimis impact and would not adversely impact adjoining properties and the general public safety.

TRIP GENERATION ANALYSIS

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Mini Warehouse	63 KSF	151	110	12	3	9

TOTAL GROSS TRIPS (PROPOSED)	110	12	3	9
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* 11th Edition

- 2) Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district;

The proposed development will have to provide parking and loading areas pursuant to Chapter 14. The required parking is 46 spaces and the concept plan provides for those spaces.

- 3) Required yards, screening or buffering and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses;

The proposed development must meet the land development regulations and provide appropriate landscaping buffers, setbacks and screening pursuant to the LDRs.

- 4) Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development;

The proposed development must meet the architectural standards in Chapter 6, Section 4 and comply with Chapter 16 signs.

- 5) Size, location or number of special exception uses in the area shall be limited so as to maintain the overall character of the district, avoid concentration of similar uses within the commercial corridor, as intended by this Code.

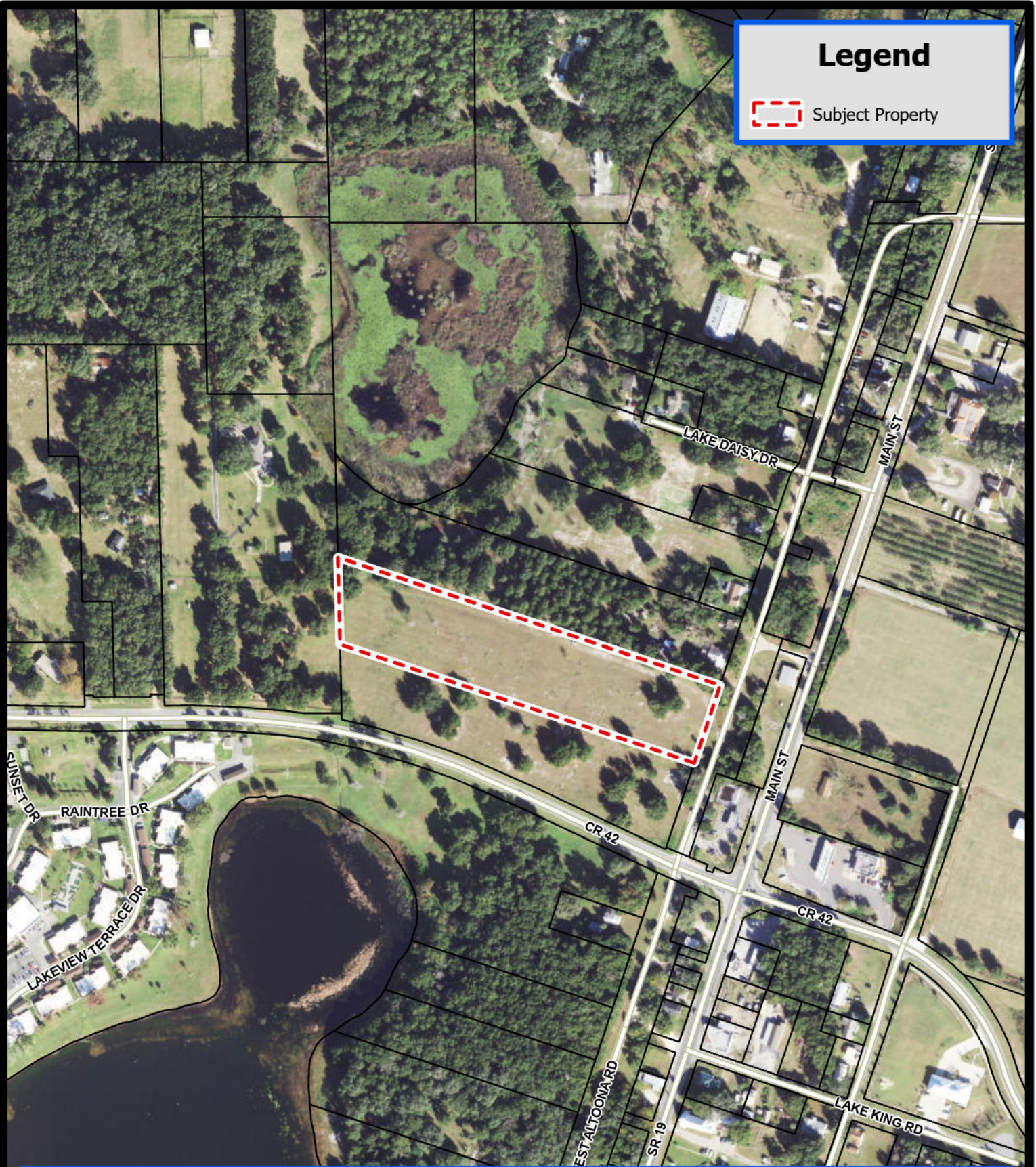
Review of available city records indicate that there are no special exception uses that have been granted in the immediate area. The closest self-storage facility is located off of Golden Gem Drive and is known as All Steel Storage (approximately 4 miles to the south of the site).

Recommendation

The proposed mini-warehousing complies with the overall intent of the review criteria outlined for Special Exception Uses. The proposed use is compatible with the adjacent land uses and is located within an area of established commercial uses located along SR 19 and CR 42. Appropriate buffers have established to mitigate the agricultural land uses. Staff recommends approval.

Legend

 Subject Property



City of
Umatilla
Florida



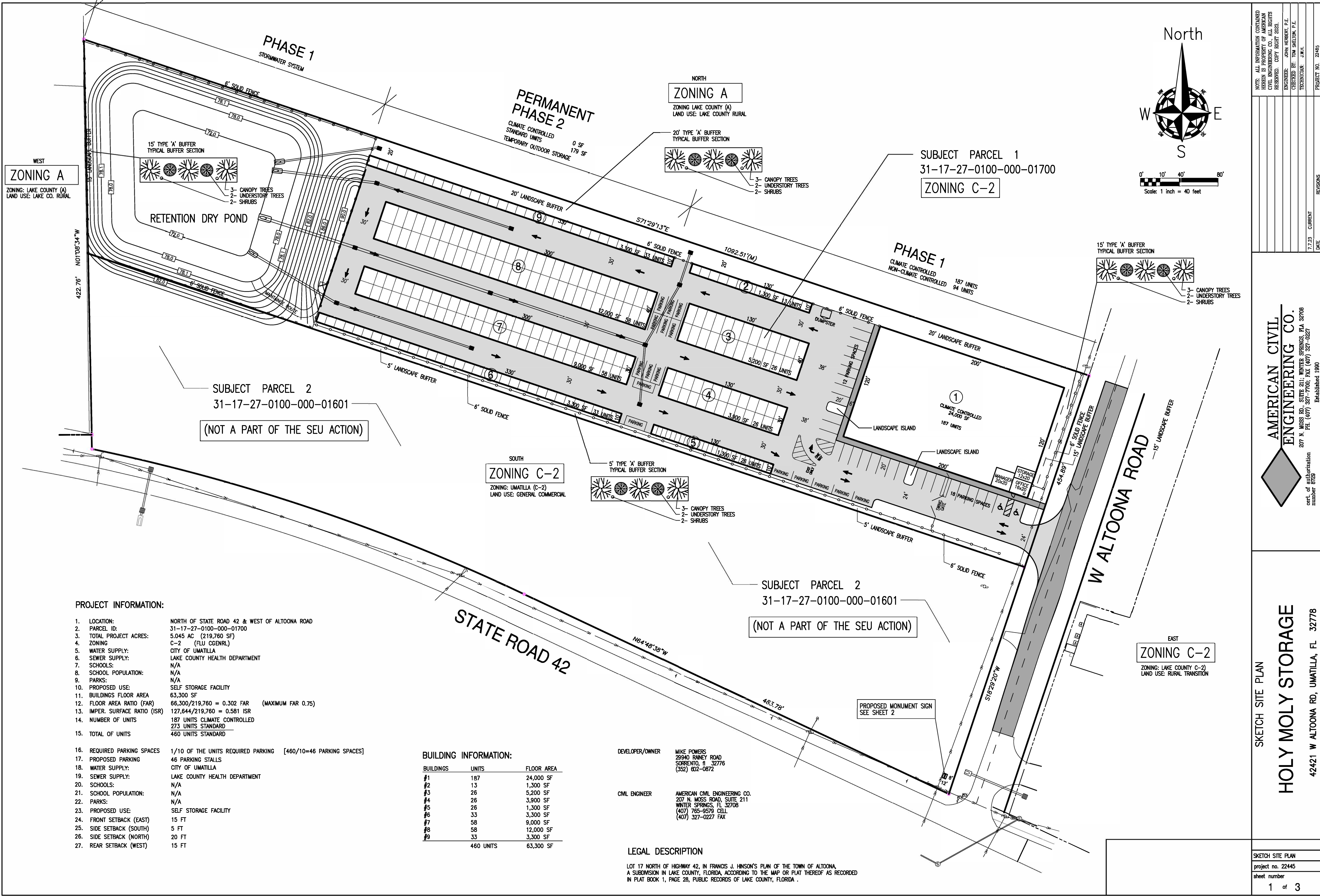
0 140 280
Feet

Holy Moly Concepts, LLC
Aerial Map

Umatilla, FL

Project: Holy Moly
Project #: 399-23-04
ALT Key#: 1392756
File: Aerial
PM: Sherie Lindh
Date: March 30th, 2022
Created By: C. Manino







TYPICAL SELF STORAGE INSIDE



TYPICAL SELF STORAGE STRUCTURES

LAND DEVELOPMENT REGULATIONS : SIGNS
CHAPTER 16, SECTION 4, (M)

m) Commercial Zoning Districts, Except Primary Downtown and Five Points District Overlay Zones ?Permit Required

1) The following districts are defined as commercial or commercially zoned districts for the purpose of this article: C-1, C-2, and Tourist Commercial (TC). Except for those signs and sign-types allowed in commercial or commercially zoned districts in accordance with Section 17, i) and Section 17, j), above, no additional signs or sign-types shall be permitted on any lot or parcel in commercial or commercially-zoned districts, except the following sign-types shall be allowed for each lot or parcel with a non-residential use:

A) One monument sign per abutting roadway within the C-1 and C-2 zoning districts. The monument sign shall not exceed ten (10) feet in height along SR 19, CR 450 or CR 42 and shall not exceed six (6) feet elsewhere. The monument sign shall maintain a minimum five foot (5') setback from the right of way line. The sign must not be a traffic visibility hazard as determined by the city's traffic engineer. For Chapter 16 Signs Umatilla Land Development Regulations Adopted by Ordinance 2013-G 25 shopping center or business center multi-tenant developments, the maximum sign area and height shall follow the regulations of Section 16(n).

B) One monument sign per abutting roadway within the CT zoning district. A maximum of thirty-five square feet shall be allowed per each monument sign face (sign face must be back to back). The monument sign shall not exceed ten (10) feet in height along SR 19, CR 450 or CR 42 and shall not exceed six (6) feet elsewhere. The monument sign shall maintain a minimum five foot (5') setback from the right of way line. The sign must not be a traffic visibility hazard as determined by the city's traffic engineer.

C) Signage copy area within the C-1 and C-2 zoning districts. The signage copy area allowed shall be allocated at 1 square foot per linear foot of building frontage not to exceed a maximum of 150 square feet. On properties where the building is setback greater than 250', the total signage copy area shall be allocated at 1.5 square foot of building frontage not to exceed a maximum of 200 square feet. The signage can be used as either wall or free standing monument sign or a combination of both.

1. Multiple signs allowed as long as it does not exceed maximum allowable copy area.

D) Signage copy area within the CT zoning district. A maximum of two single faced wall signs not to exceed thirty-five (35) square feet per face. An additional single faced wall sign not to exceed twenty-five (25) square feet per face shall be allowed if property has more than one (1) street frontage.

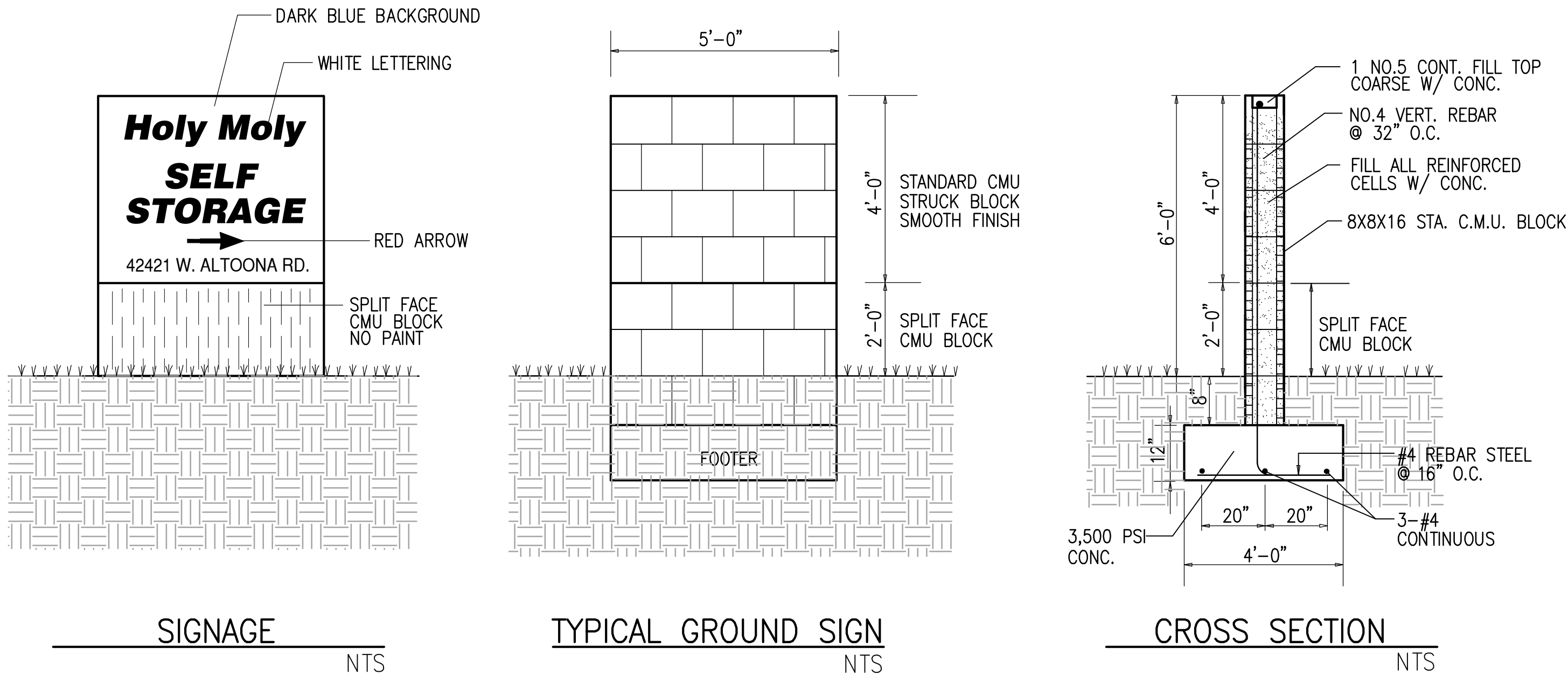
E) In the event the parcel contains a multi-tenant development on the second floor level, each individual business use may have one attached wall sign and shall not exceed fifteen (15) square feet in area.

F) Each restaurant shall be allowed one attached display sign of no more than three (3) square feet of sign face area, located at the entrance, or service window of a restaurant

G) Restaurant drive-through sign. The drive-through sign shall be placed so as to be viewed from the drive-through lane and may provide a mechanism for ordering products while viewing the drive-through menu sign. The drive-through menu sign shall have a surface area not exceeding forty (40) square feet. The top of the sign and its surrounding or supporting framing/structure shall not exceed eight (8) feet above ground level. If an additional drive-through station is utilized, one additional menu sign is authorized; and total square footage for all menu Chapter 16 Signs Umatilla Land Development Regulations Adopted by Ordinance 2013-G 26 signs shall not exceed sixty (60) square feet in surface area, but no single sign may exceed forty (40) square feet.

H) In any commercial or industrial district, a canopy or awing sign may be permitted in lieu of a wall sign at an individual, single-occupant, premises. The canopy or awing signage square footage combined shall not exceed the total permissible square footage for a wall sign. The height of the canopy or awning shall not exceed sixteen (16) feet (first floor) or twenty-five (25) feet (second floor) or the height of the structure on which it is attached, whichever is less.

THE PROPOSED SIGN SHALL MET THE
SPECIFICATIONS OF UMATILLA CRITERIA.



NOTE: ALL INFORMATION CONTAINED HEREIN IS PROPERTY OF AMERICAN CIVIL ENGINEERING CO., ALL RIGHTS RESERVED. COPY RIGHT 2023
ENGINEER: JOHN HERBERT, P.E.
CHECKED BY: TOM SKELTON, P.E.
TECHNICIAN: J.W.H.
5/27/23 CURRENT EDITION
DATE
PROJECT NO. 22445

AMERICAN CIVIL
ENGINEERING CO.

207 N. MOSS RD., SUITE 211, WINTER SPRINGS, FL 32708
PH. (407) 327-7700; FAX (407) 327-0227
Established 1990

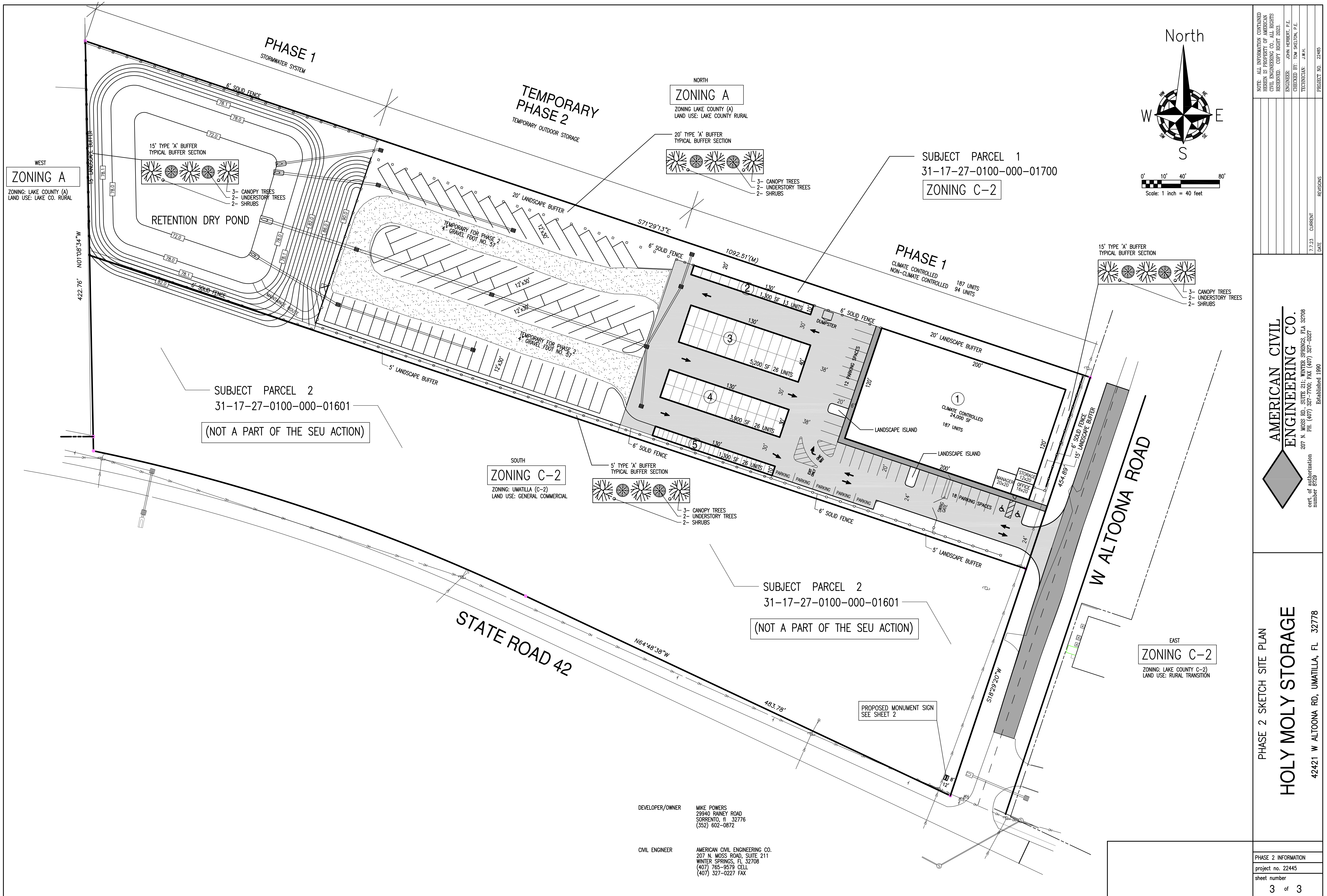
cert. of authorization
number 8729

BUILDING AND SIGNAGE INFORMATION

HOLY MOLY STORAGE

42421 W ALTOONA RD, UMATILLA, FL 32778

BUILDINGS & SIGNAGE
project no. 22445
sheet number
2 of 3



ORDINANCE 2023-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, APPROVING A SPECIAL EXCEPTION USE PERMIT TO ALLOW MINI WAREHOUSES, LOCATED IN THE C-2 ZONING DISTRICT FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF UMATILLA, FLORIDA; OWNED BY HOLY MOLY CONCEPTS, LLC AND LOCATED NORTH OF CR 42 AND WEST OF ALTOONA ROAD, UMATILLA, LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application has been received by Mike Powers on behalf of Holy Moly Concepts, LLC, Owner, requesting a Special Exception Use Permit pursuant to Chapter 7 of the City Land Development Regulations to allow the property located north of CR 42 and west of Altoona Road, Umatilla, Florida (the “Property”), to be used for mini warehouses within the C-2 zoning district; and

WHEREAS, public notice has been provided as required by the Land Development Regulations of the City of Umatilla; and

WHEREAS, the City Council of the City of Umatilla acts in the capacity of the Planning & Zoning Board.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Umatilla, Florida, as follows:

Section 1: Purpose and Intent.

That the Property in the zoning district of General Commercial (C-2), being situated in the City of Umatilla, Florida, shall hereafter be granted a Special Exception Use Permit to allow mini warehouses.

LEGAL DESCRIPTION: Lot 17, North of Highway 42, Francis J. Hinsons Plan of the Town of Altoona, according to the Plat thereof as Recorded in Plat Book 1, Page 28, Public Records of Lake County, Florida.

Alternate Key # 1392756

Section 2: Zoning Classification.

That the Property shall be granted a Special Exception Use Permit to allow mini warehouses located in the C-2 zoning district in accordance with Chapter 7, Section 2 of the Land Development Regulations of the City of Umatilla, Florida.

- a. The facility is to be used solely for the purposes of storage; retail sales and services with the exception of related sales associated with the use such as, but not limited to, boxes, tape, locks, pens are expressly prohibited; wholesale, manufacturing or other commercial uses are expressly prohibited.

- b. All lighting shall meet dark sky requirements.
- c. No outside storage.
- d. Development shall be in substantial conformance with the conceptual development plan attached as Exhibit "A".
- e. The Owner shall comply with all applicable provisions of the Land Development Regulations of the City of Umatilla.
- f. A special exception use that is not initiated within one (1) year of being granted shall not be established without a new public hearing in accordance with requirements of Chapter 7 of the Land Development Regulations.
- g. A special exception use that is abandoned for a period of six (6) months or more shall not be reestablished without a new public hearing in accordance with the requirements of Chapter 7 of the Land Development Regulations.
- h. West Altoona Road, the primary access for his project, is owned and maintained by Lake County. A Lake County Right-of-Way Permit will be required for access to SR19, furthermore, West Altoona Road is the preferred alignment for the North Lake Tail. Additional right-of-way and trail construction may be required.

Section 3: Scrivener's Errors.

Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 4: Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5: Effective Date.

This Ordinance shall become effective upon passage.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2023.

 Kent Adcock, Mayor
 City of Umatilla, Florida

ATTEST:

Approved as to Form:

 Jessica Burnham
 City Clerk

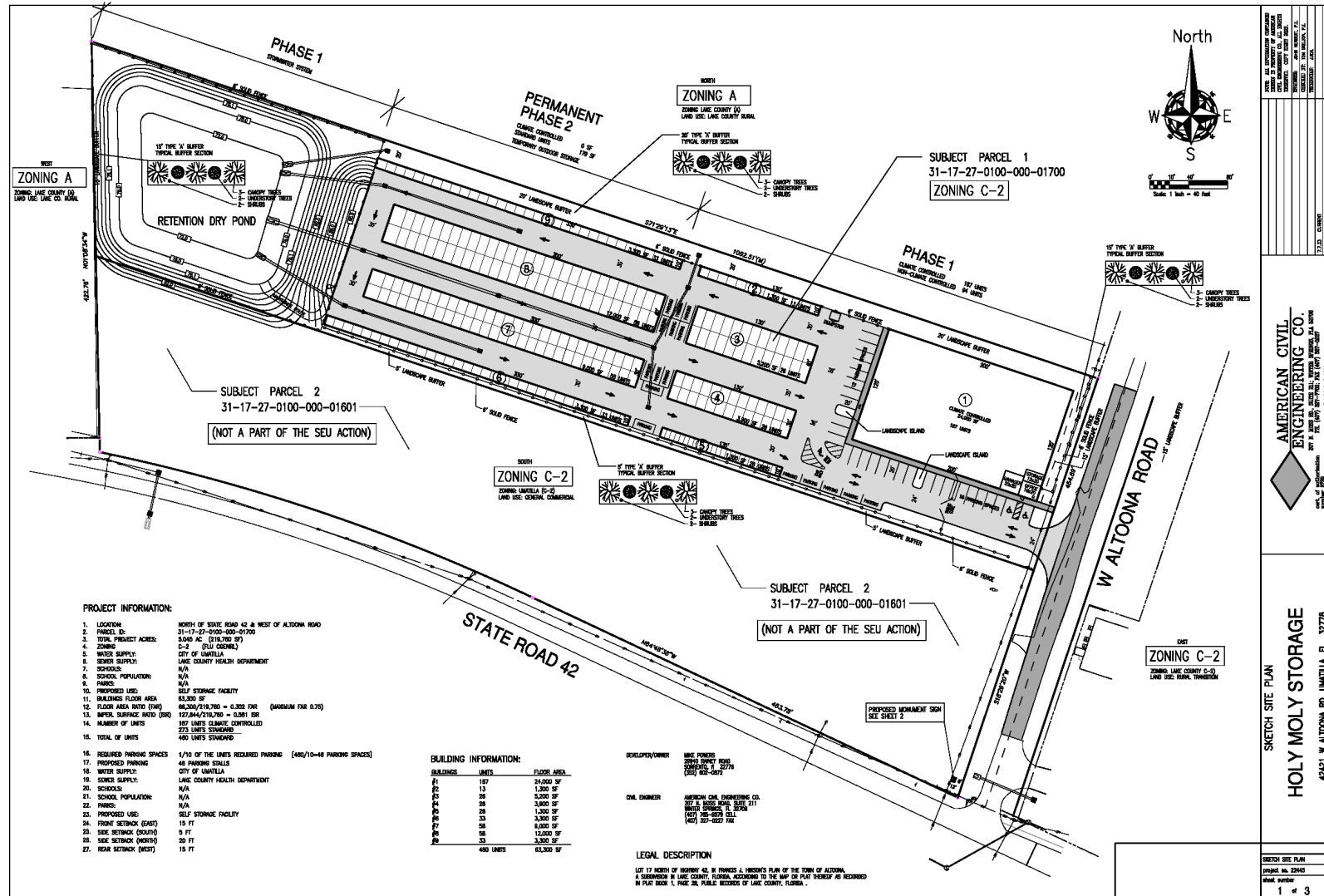
 Kevin Stone
 City Attorney

(SEAL)

Passed First Reading: _____

Passed Second Reading: _____

EXHIBIT "A"



UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
August 15, 2023 through August 21, 2023

ARRESTS

8/20/2023	5:16 p.m.	Short, Lisa Eustis	Violation of pretrial release for domestic violence; order to revoke bond on release of recognizance for theft of statutory property- motor vehicle and grand theft.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

8/18/2023	5:36 p.m.	Locke, John Umatilla	Leaving scene of crash without giving information more than \$50.00 damage.
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REPORTS FILED

8/15/2023	10:08 a.m.	Person was trespassed from the Dollar General on Lake Smith Road and SR 19.	
8/15/2023	5:35 p.m.	Officers responded to a residence on Umatilla Boulevard. A fraud report was taken.	
8/15/2023	5:50 p.m.	Officers were called to a residence on North Orange Avenue in reference to a verbal altercation. Upon arrival person was gone.	
8/16/2023	9:27 a.m.	Officers responded to 2 East Collins Street. The person needed medical attention and was turned over to EMS.	
8/16/2023	3:44 p.m.	Officers responded to the area of Henry Street and Pine Street. A person was in need of medical attention. Was turned over to EMS and taken to Waterman Hospital.	
8/17/2023	2:13 p.m.	Officers responded to a residence on Trowell Avenue. A fraud report was taken.	
8/21/2023	7:16 p.m.	Officers responded to Taco Bell and person was trespassed.	

ARRESTS	2
DISPATCHED CALLS	98
TRAFFIC STOPS	30
TRAFFIC CITATIONS ISSUED	2

UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF
August 22, 2023 through August 27, 2023

ARRESTS

8/23/2023	11:01 a.m.	Kerr, Jess Altoona	Aggravated battery person uses a deadly weapon; Burglary unoccupied conveyance unarmed; Damage property – Criminal mischief over \$200.00 less than \$1,000.00
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a			
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REPORTS FILED

8/22/2023	1:19 a.m.	Officers were called to a residence on Gregory Drive. The dispute was verbal both parties agreed to separate for the night.
8/25/2023	4:35 p.m.	Officer was flagged down referencing a possible fight at the Taco Bell on North Central Avenue. Was unfounded when officer arrived all was okay.
8/25/2023	9:28 p.m.	Officers responded to a miscellaneous call from the Dollar General on Lake Smith Road. The theft was thwarted by an officer.
8/27/2023	6:36 a.m.	Officers responded to a call from a residence on Highland Avenue the homeowner wanted to trespass someone. Person was gone on arrival.

ARRESTS	1
DISPATCHED CALLS	98
TRAFFIC STOPS	39
TRAFFIC CITATIONS ISSUED	2