



UMATILLA CITY COUNCIL MEETING

January 20, 2026 at 6:00 PM

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

AGENDA

Please silence your electronic devices

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

ROLL CALL

AGENDA REVIEW

MINUTES REVIEW

1. Approval of Meeting Minutes
- December 16, 2025, 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. CPH Engineering Services Agreement - CDBG Contract No. 23DB-N17
3. CPH Engineering Services Agreement FDEP Water Main Replacements

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

4. Final Reading of Ordinance No. 2025-K, Moss Annexation
5. Final Reading Ordinance No. 2025-K1, Moss SSCPA
6. Final Reading of Ordinance No. 2025-K2, Moss PUD Rezoning
7. First Reading of Ordinance No. 2026-A, Council Salaries 2026

NEW BUSINESS

8. Letter Of Concern Regarding Proposed Legislation Increasing Sovereign Immunity Cap Limits

DISCUSSION

9. Purchase of 55 Guerrant Street and Adjacent Lot

REPORTS

10. 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

December 16, 2025 at 6:00 PM

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

MINUTES

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech led the Pledge and the Invocation and called the Regular City Council Meeting to order at 7:13 pm.

ROLL CALL

MEMBERS PRESENT

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

NOT PRESENT

ALSO PRESENT

Aaron Mercer, City Manager
Adam Bolton, Assistant City Manager
Jennifer Cotch, City Attorney
Jessica Burnham, City Clerk
Regina Frazier, Finance Director
Vaughan Nilson, Public Works Director
David Seeley, Chief of Police
Amy Stultz, Library Director
Misti Lambert, Programs and Compliance Manager

AGENDA REVIEW

MOTION BY COUNCIL MEMBER ADAMS TO APPROVE THE AGENDA; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

MINUTES REVIEW

1. Approval of Meeting Minutes
- December 2, 2025, Regular City Council Meeting

MOTION BY VICE MAYOR DURBIN TO APPROVE DECEMBER 2, 2025, REGULAR CITY COUNCIL MINUTES; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

PRESENTATIONS

PUBLIC COMMENT

Mayor Creech opened public comment.

Charelle Burgess, Chamber of Commerce, reported that the Chamber currently has 108 members. She provided an update on the recent After-Hours event at Lake View Terrace and the Christmas Parade, thanking City staff for their support. She also highlighted upcoming Chamber events, including the January 8 breakfast, the January 17 Business After Hours at Ace Hardware, and the Black Bear Festival on January 31.

Chase Heinrich, 697 Guerrant Street, stated that he lives right by the cemetery and that it has generally been quiet over the past year, but noted an ongoing issue with a dog that has raised concerns about the cemetery fence. He suggested that a private fence could help reduce disturbances and prevent a direct line of sight. It was noted that City Manager Mercer will meet with the residents to discuss the matter.

Mayor Creech closed public comment.

CONSENT AGENDA

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

2. Resolution No. 2025-35, Non-Ad Valorem Solid Waste and Stormwater Assessment

Attorney Cotch read the Resolution by title.

Resolution No. 2025-35

A RESOLUTION OF THE CITY OF UMATILLA, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Frazier provided an overview of the item, explaining that the resolution authorizes the City to reserve the option of collecting stormwater and residential solid waste non-ad valorem assessments through the Lake County Tax Collector on property tax bills instead of on monthly utility bills. State law requires the City to hold a public hearing, publish legal notices, and adopt this resolution of intent by January 1 in order to keep this option available. The required notices were published in the *North Lake Outpost* in November and December 2025. Adoption of the resolution does not require the City to use this method—it only preserves the ability to do so.

Mayor Creech opened public comment.

No one spoke.

Mayor Creech closed public comment.

MOTION BY VICE MAYOR DURBIN TO APPROVE RESOLUTION NO. 2025-35, NON-AD VALOREM SOLID WASTE AND STORMWATER ASSESSMENT; SECONDED BY COUNCIL

MEMBER ADAMS. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

3. Final Reading of Ordinance No. 2025-L, Land Development Regulations Update - Chapter 9
Attorney Cotch read the Ordinance by title.

Ordinance No. 2025-L
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; REPEALING IN ITS ENTIRETY CHAPTER 9, “SUBDIVISIONS AND PLATS,” AND REPLACING IT WITH A NEW CHAPTER 9 ENTITLED “SUBDIVISIONS AND PLATS”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Cotch advised that no changes had been made since the first reading.
Mayor Creech opened public comment.
No one spoke.
Mayor Creech closed public comment.

MOTION BY COUNCIL MEMBER FETTEROLF TO APPROVE FINAL READING OF ORDINANCE NO. 2025-L, LAND DEVELOPMENT REGULATIONS UPDATE CHAPTER 9; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A ROLL CALL VOTE.

Council Member Fetterolf	YES
Council Member Crockett	YES
Council Member Adams	YES
Vice Mayor Durbin	YES
Mayor Creech	YES

4. Final Reading Ordinance No. 2025-M, Certified Recovery Residences/Reasonable Accommodations
Attorney Cotch read the Ordinance by title.

Ordinance No. 2025-M
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING CHAPTER 8 OF THE LAND DEVELOPMENT CODE TO CREATE SECTION 10 ESTABLISHING PROCEDURES FOR REQUESTS FOR REASONABLE ACCOMMODATION FOR CERTIFIED RECOVERY RESIDENCES AND OTHER PERSONS WITH DISABILITIES; PROVIDING FOR PURPOSE, APPLICATION, REVIEW, APPEAL, AND ENFORCEMENT PROCEDURES; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Cotch advised that no changes had been made since the first reading.
Mayor Creech opened public comment.

No one spoke.

Mayor Creech closed public comment.

MOTION BY COUNCIL MEMBER ADAMS TO APPROVE FINAL READING OF ORDINANCE NO. 2025-M, CERTIFIED RECOVERY RESIDENCES/REASONABLE ACCOMMODATIONS;SECONDED BY VICE MAYOR DURBIN. MOTION PASSED BY A ROLL CALL VOTE.

Council Member Adams	YES
Vice Mayor Durbin	YES
Council Member Crockett	YES
Council Member Fetterolf	YES
Mayor Creech	YES

5. Final Reading of Ordinance No. 2025-N, Solid Waste Collection Franchise Agreement
Attorney Cotch read the Ordinance by title.

Ordinance No. 2025-N
AN ORDINANCE OF THE CITY OF UMATILLA, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF UMATILLA AND WASTE MANAGEMENT INC. OF FLORIDA; GRANTING AN EXCLUSIVE FRANCHISE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE WITHIN THE CITY LIMITS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Attorney Cotch advised that no changes had been made since the first reading.
Mayor Creech opened public comment.

No one spoke.

Mayor Creech closed public comment.

MOTION BY VICE MAYOR DURBIN TO APPROVE FINAL READING OF ORDINANCE NO. 2025-N, SOLID WASTE COLLECTION FRANCHISE AGREEMENT; SECONDED BY COUNCIL MEMBER FETTEROLF. MOTION PASSED BY ROLL CALL VOTE.

Vice Mayor Durbin	YES
Council Member	YES
Council Member Adams	YES
Council Member Crockett	YES
Mayor Creech	YES

****Items 6–8 were heard together.***
6. First Reading of Ordinance No. 2025-K, Moss Annexation

7. First Reading Ordinance No. 2025-K1, Moss SSCPA

8. First Reading of Ordinance No. 2025-K2, Moss PUD Rezoning

Attorney Cotch read the Ordinances by title.

Ordinance No. 2025-K

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 11.56 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF KEENE ROAD AND EAST OF CARRIE LANE; PROVIDING FINDINGS; DIRECTING THE CITY CLERK 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.

ORDINANCE 2025-K1

AN ORDINANCE OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, PURSUANT TO SECTION 163.3187(1)(b), FLORIDA STATUTES; AMENDING THE FUTURE LAND USE DESIGNATION OF 11.56 ± ACRES OF LAND FROM LAKE COUNTY RURAL TRANSITION TO CITY AGRICULTURE UNDER THE CITY OF UMATILLA COMPREHENSIVE PLAN; FOR PROPERTY OWNED BY JASON AND DESIREE MOSS GENERALLY LOCATED SOUTH OF KEENE ROAD AND EAST OF CARRIE LANE; DIRECTING THE CITY CLERK 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.

ORDINANCE 2025-K2

AN ORDINANCE OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, REZONING APPROXIMATELY 11.56 ± ACRES OF LAND FROM LAKE COUNTY AGRICULTURE TO CITY RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD), FOR PROPERTY OWNED BY JASON AND DESIREE MOSS, GENERALLY LOCATED SOUTH OF KEENE ROAD AND EAST OF CARRIE LANE; APPROVING A MASTER DEVELOPER'S AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING UPDATES TO THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Testimony and the presentation from the Land Planning Agency meeting were carried over.

Mayor Creech opened public comment.

No one spoke.

Mayor Creech closed public comment.

MOTION BY COUNCIL MEMBER ADAMS TO APPROVE FIRST READING OF ORDINANCE NO. 202-K, MOSS ANNEXATION; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION

PASSED BY ROLL CALL VOTE.

Council Member Adams	YES
Council Member Crockett	YES
Council Member Fetterolf	YES
Vice Mayor Durbin	YES
Mayor Creech	YES

MOTION BY VICE MAYOR DURBIN TO APPROVE FIRST READING OF ORDINANCE NO. 2025-K1, MOSS SSCPA; SECONDED BY COUNCIL MEMBER ADAMS. MOTION PASSED BY ROLL CALL VOTE.

Vice Mayor Durbin	YES
Council Member Adams	YES
Council Member Crockett	YES
Council Member Fetterolf	YES
Mayor Creech	YES

MOTION BY COUNCIL MEMBER ADAMS TO APPROVE FIRST READING OF ORDINANCE NO. 2025-K2, MOSS PUD REZONING; SECONDED BY VICE MAYOR DURBIN. MOTION PASSED BY ROLL CALL VOTE.

Council Member Adams	YES
Vice Mayor Durbin	YES
Council Member Crockett	YES
Council Member Fetterolf	YES
Mayor Creech	YES

NEW BUSINESS

DISCUSSION

9. Discussion on City Council Salaries
- Mr. Mercer presented a comparison of elected official salaries from surrounding cities, as directed by Council at the November 18 meeting. He noted that Council Member compensation is currently set at \$400 per month under Ordinance 2016-A, and any increase would require adoption of a revised ordinance.
- Council discussed the salaries of elected officials in surrounding cities, including how compensation is paid and potential adjustments to the current monthly amount.
- Council directed staff to bring back an updated ordinance establishing compensation at \$600 per month for Council Members and \$700 per month for the Mayor.

BOARD APPOINTMENTS

10. Appointment to Lake County League of Cities

Council elected Vice Mayor Durbin as Director and Mr. Mercer as the Alternate.

11. Appointment to the Umatilla Chamber of Commerce Board of Directors

Council appointed Mr. Mercer as City Liaison to the Chamber of Commerce Board.

12. Appointment to Lake-Sumter Metropolitan Planning Organization

Council appointed Mayor Creech as the City's Representative and Council Member Fetterolf as the alternate.

REPORTS

13. Staff Reports

Mr. Bolton echoed comments regarding the parade.

Mr. Mercer spoke on the parade and noted there would be no Council meeting on January 6th. He also mentioned that the holiday party is scheduled for December 18, starting at noon.

Attorney Cotch sent out an email with a link for the final class to complete ethics training before the end of the year.

Council Member Crockett said, 'Great job' regarding the parade.

Mayor Creech commented on the parade, mentioned the State of the County, noted the recent robbery at the gaming center, and shared that the Lake County Public Works Department is beginning another segment of the North Lake Trail.

Council Member Adams reported on the December 3rd MPO meeting, noting that Winding Streets, SR 44, and CR 44B are planned to be widened to four lanes, while SR 500 and US 441 at Winding Streets are also part of the discussion.

Vice Mayor Durbin expressed thanks for the parade.

Chief Seeley had nothing to report.

Ms. Frazier had nothing to report.

Mr. Nilson had nothing to report.

Ms. Stultz had nothing to report.

ADJOURNMENT

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

Jessica Burnham, CMC, FCRM
City Clerk

Christopher R Creech, Mayor



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: January 7, 2026

MEETING DATE: January 20, 2026

SUBJECT: CPH Engineering Services Agreement - CDBG Contract No. 23DB-N17

BACKGROUND SUMMARY:

The City has received a Community Development Block Grant (CDBG) through the Florida Department of Commerce for water main improvements within designated project areas. The project is identified in the City's CDBG contract with the Department of Commerce as the CDBG Water Main Improvements Project.

The Engineer will provide construction administration and related professional services during the Construction Phase of the CDBG Water Main Improvements Project. These services are necessary to ensure the project is constructed in accordance with approved plans, specifications, grant requirements, and applicable regulatory standards. The proposed water main improvements will be constructed along the following streets:

Mebane Street
Lakeshore Avenue
Wafford Street
Lakeview Street
Roberts Street
Blanche Avenue
Buford Avenue
Davis Avenue
Kentucky Avenue

More specifically, the scope of work will include, but is not limited to, water main infrastructure improvements necessary to enhance system reliability, address aging infrastructure, and improve service within the project area.

RECOMMENDATIONS:

Approval of the CPH Engineering Services Agreement CDBG Contract No. 23DB-N17

FISCAL IMPACTS:

\$ 61,800 paid via CDBG grant and local match

\$700,000 in CDBG grant funding and \$50,000 in City local match funds total for project

ATTACHMENTS:

1. Attachment #1 Umatilla 23DB-N17 Fully Executed
 2. Contract with addendum - CDBG WM Improvements
-

ATTACHMENT #1

Subgrant Contract Number: 23DB-N17

FLAIR Contract Number: H2554

CFDA Number: 14.228

State of Florida Department of Commerce

Federally Funded Small Cities Community Development Block Grant (CDBG) Subgrant Agreement – FFY 2021 & FFY 2022 Funding Cycle

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as “Commerce”), and the City of Umatilla, Florida. hereinafter referred to as the “Subrecipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) administers the Small Cities Community Development Block Grant (CDBG) Program at the Federal level and distributes CDBG grant funds to the states. The State of Florida has received these grant funds from HUD.

WHEREAS, Commerce is the CDBG grantee agency for the State of Florida, designated to receive funds annually for program purposes. Commerce is authorized to distribute CDBG funds to the Subrecipient so that the Subrecipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, Pursuant to the requirements of Title 2, Code of Federal Regulations (“C.F.R.”), part 200 and 24 C.F.R. § 570.500, the Subrecipient is a Sub-subrecipient of federal funds, and is qualified and eligible to receive these subgrant funds in order to provide the services identified herein.

NOW THEREFORE, Commerce and the Subrecipient agree to the following:

(1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Narrative and Deliverables and Part 6 and Appendix A from Part 9 of the Subrecipient’s Florida Small Cities CDBG FFY 2021 and FFY 2022 Application for Funding submitted by the Subrecipient on July 20, 2022.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The Subrecipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. Part 570 Subpart I (except that the Subrecipient does not assume Commerce’s responsibilities described at § 570.604 and the Subrecipient does not assume Commerce’s responsibility for initiating the review process under the provisions of 24 CFR part 58); and chapter 73C-23, Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on March 1, 2024, (the “Effective Date”) and ends on September 30, 2026, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to Commerce in its sole discretion, and Commerce’s Deputy Secretary of the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Subrecipient’s control, and include a performance plan that demonstrates the Subrecipient’s capacity to perform and complete the remaining project tasks within the extension period.

Commerce will also take into consideration the Subrecipient's progress and verifiable achievements at Commerce's sole and absolute discretion. Upon expiration or termination of this Agreement, the Subrecipient shall follow the agreement closeout procedures set forth in Attachment H.

(4) Modification of Agreement.

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement and Commerce may accept or reject any proposed modification based on Commerce's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Subrecipient shall electronically submit a cover letter signed by the Subrecipient's Chief Elected Official or by a duly authorized Subrecipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension. Commerce shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to Commerce in its sole discretion, and Commerce's designee within the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Subrecipient's control and include a performance plan that demonstrates the Subrecipient's capacity to perform and complete the remaining project tasks within the extension period. Commerce may take into consideration the Subrecipient's progress and verifiable achievements at Commerce's sole and absolute discretion. Upon expiration or termination of this Agreement, the Subrecipient shall follow the Agreement Closeout Procedures set forth in Attachment H, Reports.

(5) Records.

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) The Subrecipient will provide a financial and compliance audit to Commerce, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all Sub-subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date Commerce issues the final closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that Commerce closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Subrecipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by Commerce. The six-year period may be extended for the following circumstances:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all Sub-subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Subrecipient shall comply with the following procedures:

1. Funds that are advanced to a Subrecipient pursuant to this Agreement (“Advanced Funds”) shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.

2. For all other funds provided under this Agreement, the Subrecipient shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the Subrecipient’s accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the Subrecipient is operating under subsection (i) or subsection (ii), any Advanced Funds under this agreement shall be maintained in a separate bank account specifically for Advanced Funds.

3. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. “Commingling” of funds is distinguishable from “blending” of funds, which is specifically allowed by law. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments of this Agreement.

(h) The Subrecipient, its employees or agents, including all Sub-subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. “Reasonable” shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Subrecipient shall include the aforementioned audit and record keeping requirements in all approved Sub-subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@commerce.fl.gov. The Subrecipient’s timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and the Subrecipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to Commerce if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Subrecipient should send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, by June 30 following the end of each fiscal year

in which it had an open CDBG subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGSubrecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Subrecipient shall provide Commerce with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Subrecipient and all Sub-subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Subrecipient shall provide any additional program updates or information upon request by Commerce. If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed, or Commerce may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Subrecipient shall monitor its performance under this Agreement, including the performance of any Sub-subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Subrecipient shall perform a review for each function or activity in Attachment A - Project Narrative and Deliverables, Attachment B – Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by Commerce staff and limited scope audits. The Subrecipient shall comply and cooperate with any monitoring deemed appropriate by Commerce. If Commerce determines a limited scope audit of the Subrecipient is appropriate, the Subrecipient shall comply with any additional instructions provided by Commerce to the Subrecipient regarding such audit. The Subrecipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) Commerce shall monitor the Subrecipient's performance through desk monitorings and on-site monitoring visits. The Subrecipient shall always and contemporaneously maintain at Subrecipient's work sites and make available to Commerce immediately upon Commerce's request all Subgrant's records and documentation, including but not limited to: all Subrecipient's consultants' work products produced in contemplation of this Agreement for Subrecipient's Application and pertinent to this Agreement and its implementation. The Subrecipient shall supply data and make records available as necessary for Commerce staff to complete an accurate evaluation of contracted activities. Commerce will issue a monitoring report to the Subrecipient after each monitoring event. The Subrecipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of Commerce's monitoring report. Commerce will clear any findings or concerns in writing once the Subrecipient has successfully addressed them. Commerce will reject a Subrecipient's financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

(a) If the Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement and shall hold Commerce harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Subrecipient agrees that it is not an employee or agent of Commerce but is an independent contractor.

(c) If the Subrecipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against Commerce, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Subrecipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, Sub-subrecipient agreement, contract, or subcontract.

(d) The Subrecipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, or subcontractors; provided, however, that Subrecipient shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

(e) Further, Subrecipient shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Subrecipient's products or Commerce's operation or use of Subrecipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Subrecipient's opinion is likely to become the subject of such a suit, Subrecipient may, at Subrecipient's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Subrecipient is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Subrecipient shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

(f) Subrecipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Subrecipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Subrecipient's sole expense, and (3) assistance in defending the action at Subrecipient's sole expense. Subrecipient shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Subrecipient's prior written consent, which shall not be unreasonably withheld.

(g) The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Subrecipient, retain such monies from amounts due Subrecipient as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Subrecipient or its affiliates to the State against any payments due Subrecipient under any Agreement with the State.

(10) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. Commerce may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Subrecipient in the Subrecipient's Application for Funding, this Agreement, or any previous agreement with Commerce is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with Commerce and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement, and the Subrecipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by Commerce.

(c) If the Subrecipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by Commerce; or

(d) If the Subrecipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending Commerce's Implementation Workshop.

(11) Remedies.

If an Event of Default occurs, then Commerce shall, upon 30 calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by Commerce, in conformity with Paragraph (14) Notice and Contact.

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement.

(c) Withhold or suspend payment of all or any part of a request for payment.

(d) Demand that the Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance.

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or

3. Advise the Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

(f) Pursuing any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by Commerce will not affect, extend, or waive any other right or remedy available to Commerce, or affect the later exercise of the same right or remedy by Commerce for any other default by the Subrecipient.

(12) Dispute Resolution.

Disputes concerning the performance of the Agreement shall be decided by Commerce, which shall reduce the decision to writing and serve a copy on the Subrecipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Subrecipient files a petition for administrative hearing with Commerce. Commerce's decision on the petition shall be final, subject to the Subrecipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.

(a) Commerce may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to the Subrecipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material

subject to disclosure under law, including chapter 119, F.S., as amended. The Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient 14-days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. The Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.

(d) If this Agreement is terminated, the Subrecipient shall not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to Commerce because of any breach of the Agreement by the Subrecipient. Commerce may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due Commerce from the Subrecipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at CDBGGrantsManagement@commerce.fl.gov.

(b) The name and address of the grant manager for this Agreement is:

Graham Markarian, Government Operations Consultant III
Florida Small Cities CDBG Program
Florida Department of Commerce
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8517 – Fax: (850) 922-5609

Email: Graham.Markarian@commerce.fl.gov; CC: CDBGGrantsManagement@commerce.fl.gov

(d) The name and address of the Local Government Project Contact for this Agreement is:

Jessica Burnham, City Clerk

City of Umatilla

1 South Central Avenue

Umatilla, Florida, 32784-2286

Telephone: (352) 669-3125 - Fax: (352) 669-8313

Email: jburnham@umatillafl.org

(e) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Paragraph (14)(a) of this Agreement.

(15) Contracts.

(a) If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to Commerce for prior written approval. For each contract, the Subrecipient shall report to Commerce as to whether that contractor, or any subcontractors hired by the contractor, is a minority business enterprise, as defined in section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement. Any contract shall include the applicable Appendix II to 2 C.F.R. part 200 contract provisions for non-federal entity contracts. Documentation must also be maintained on-site by the subgrant Subrecipient. The Subrecipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement.
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations.
3. that the contractor shall hold Commerce and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement.
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Subrecipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Subrecipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Subrecipient's Application and pertinent to this Agreement and its implementation, the Subrecipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Subrecipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Subrecipient.

(16) Terms and Conditions.

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(17) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Project Narrative and Deliverables

Attachment B – Project Detail Budget (Example)

Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions

Attachment E – Category Specific Conditions for Neighborhood Revitalization

Attachment F – State and Federal Statutes, Regulations, and Policies

Attachment G – Civil Rights Requirements

Attachment H – Reports

Attachment I – Warranties and Representations

Attachment J – Audit Requirements

Exhibit 1 to Attachment J – Funding Sources

Attachment K – Audit Compliance Certification

(18) Funding/Consideration.

(a) The funding for this Agreement shall not exceed \$700,000.00 (Seven Hundred Thousand Dollars and Zero Cents), subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) Commerce will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Subrecipient hereby certifies to Commerce that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG program for which the Subrecipient receives funds from Commerce. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Commerce has included, and the Subrecipient shall perform, any necessary special conditions added to Attachment D by Commerce, where Commerce's grant manager determined at the site visit that any of the Subrecipient's procedures were deficient.

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, provided by Commerce, must approve the submission of payment requests on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate, and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from Commerce.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient to complete any Project Implementation Deliverables listed in Attachment B. The Subrecipient shall send a representative, either an employee or an elected official, to Commerce's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. Commerce shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) of this Agreement, Events of Default.

(19) Repayments.

(a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its Sub-subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from

obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Subrecipient may request reimbursement for eligible application preparation costs that were listed in the Subrecipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid to the Subrecipient.

(c) The Subrecipient shall refund to Commerce any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by the Subrecipient, within 30 calendar days after Commerce has notified the Subrecipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, the Subrecipient shall pay to Commerce a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Florida Department of Commerce" and mailed directly to Commerce at the following address:

Florida Department of Commerce
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in its Application for Funding, in this Agreement, in any later submission or response to a Commerce request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. Commerce may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Subrecipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Subrecipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies 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 \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Subrecipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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. The Subrecipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Subrecipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement. In addition, the Subrecipient shall send a completed Form SC-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to Commerce for each contractor, and a completed Form SC-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to Commerce for each subcontractor. A completed Form SC-37 must be received by Commerce before the Subrecipient enters into a contract with the respective contractor, and a completed Form SC-38 must be received by Commerce before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post audit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(k) If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) The Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Subrecipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (n) Upon expiration or termination of this Agreement the Subrecipient shall transfer to Commerce any CDBG funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG funds.
- (o) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Sub-subrecipient in the form of a loan) in excess of \$25,000 must either:
1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

- (a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) The Subrecipient certifies, by its signature to this Agreement, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
 3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-subrecipients shall certify and disclose as described in this Paragraph (21), above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) Copyright, Patent, and Trademark.

- (a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Subrecipient to the State of Florida.
- (b) If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- (c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Subrecipient shall refer the discovery or invention to Commerce

for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records made or received by the Subrecipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify Commerce of the receipt and content of such request by sending an email to PRRequest@commerce.fl.gov within one business day from receipt of such request.

(b) The Subrecipient shall keep and maintain public records, on-site as required by Commerce, to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by Commerce for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient"), the Subrecipient shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by Commerce to perform the service. If the Subrecipient transfers all public records to the public agency upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Subrecipient shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. The Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient does not transfer the records to Commerce upon completion, including termination, of the Agreement.

(i) IF THE SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, Sub-subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, Sub-subrecipients, contractors, or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of Commerce. The Subrecipient is prohibited from using Agreement information, or Commerce customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from Commerce.

(l) The Subrecipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if the Subrecipient does not comply with this provision.

(25) Employment Eligibility Verification.

(a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

(b) Section 448.095, F.S. requires the following:

(1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

(b) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(26) Program Income.

(a) The Subrecipient shall report to Commerce all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report, Form SC-65. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Subrecipient shall return all program income generated after closeout to Commerce. The Subrecipient shall return all program income generated prior to closeout to Commerce unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. Commerce or the State may require remittance of all or a portion of any balance of a Subrecipient's program income at the end of a program year.

(27) Independent Contractor.

(a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is always acting and performing as an independent contractor. Nothing in

this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint ventures, or partner of the State of Florida. Nor shall the Subrecipient represent to others that, as the Subrecipient, it has the authority to bind Commerce unless specifically authorized to do so.

(c) Neither the Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Subrecipient and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(28) Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, Subrecipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Subrecipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

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State of Florida
Department of Commerce
Federally Funded Subgrant Agreement
Signature Page

Subgrant Contract Number: 23DB-N17

FLAIR Contract Number: H2554

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

City of Umatilla, Florida

Florida Department of Commerce

By: Christopher R. Creech Date: 03/26/24 By: J. Alex Kelly Date: 4/7/2024
(Authorized Signature) (Authorized Signature)

Name: Chris Creech Name: J. Alex Kelly

Title: Mayor Title: Secretary

Federal Tax ID#: 59-6000442

Unique ID #: P4FAAQABEDV3

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel
Florida Department of Commerce

By: Ashanti Breden

Approved Date: 4/3/2024

Attachment A – Project Narrative and Deliverables

- 1. PROJECT NARRATIVE:** The City of Umatilla, Florida (“Subrecipient”) has been selected to participate in the Small Cities Community Development Block Grant (“CDBG”) Program. The Subrecipient will use \$700,000.00 awarded funds under the Neighborhood Revitalization category of the FFY 2021 and FFY 2022 Small Cities CDBG Program to replace deteriorated water mains with new six-inch water mains and install or replace fire hydrants, service line connections, disturbed roadway and iron fittings in three (3) service areas.

Service Area 1: The Subrecipient will replace 1,500 Linear Feet (LF) of two-inch water mains on Mebane Street, Lakeshore Avenue, Wafford Street, and Lakeview Street with new six-inch water mains. The Subrecipient will also install three (3) fire hydrants, reinstall of 18 service line connections, the removal and replace disturbed roadways, and associated iron fittings, and connections to existing mains. The proposed improvements will take place along Melbane Street between South Central Avenue (State Road-19) and East Lakeview Street, on Lakeview Street from State Road 19 to Lakeshore Avenue, Lakeshore Avenue between Lakeview Street and Wafford Street and Wafford Street between Lakeshore Avenue and where the street ends to the Southeast within City limits.

Service Area 1 will serve all occupied residential properties in the Mebane Street, Lakeshore Avenue, Wafford Street and Lakeview Street Service Area that are served by the Subrecipient’s potable water system. The proposed improvements will benefit 61 persons, of which 40 (or 65.57%) are considered Low- to Moderate-Income (LMI).

Service Area 2: The Subrecipient will replace 1,800 LF of two-inch water mains on Roberts Street and Balance Avenue with new six-inch water mains. The proposed improvements also include the installation of two (2) fire hydrants, reinstallation of nine (9) service line connections, the removal and replacement of disturbed roadways, and associated iron fittings, and connections to existing mains. The work will take place at Roberts Street from Golden Gem Drive to State Road 19 and Blanche Avenue from Roberts Street on the South end to Devalut Street on the North end. Roberts Street and Blanche Avenue within City limits.

Service Area 2 will serve all occupied residential properties in the service area whose occupants are the primary users of the Recipient’s potable water system. Service Area 2 will benefit 32 persons, of which 28 (or 87.50%) are considered LMI persons.

Service Area 3: The Subrecipient will replace 1,900 LF of two-inch water mains on Bufford Avenue, Lakeshore Drive, Davis Avenue, and Kentucky Avenue with new six-inch water mains. The proposed improvements also include the installation of two (2) fire hydrants, reinstallation of sixteen service connections, the removal and replacement of disturbed roadways, and associated iron fittings, and connections to existing mains. The work will take place at the following:

- Bufford Avenue from Guerrant Street on the North to Lakeshore Drive on the South.
- Lakeshore Drive between Buford Avenue on the East and Davis Avenue on the West.
- Davis Avenue from Guerrant Street on the North to Lakeshore Drive on the South; and
- Kentucky Avenue from Guerrant Street on the North to where the street ends near Lakeshore Drive on the South.

Service area 3 will include all occupied residential housing units in the service area whose occupants are the primary users of the Recipient’s potable water system. Service area 3 will benefit 52 persons, of which 36 (or 69.23%) are considered LMI persons.

All project activities will meet the U.S. Department of Housing and Urban and Development’s (HUD) LMI Benefit national objective.

The \$50,000.00, of General Funds, committed as leverage, will be expended after the CDBG site visit and before administrative closeout of this CDBG grant.

Attachment A – Project Narrative and Deliverables

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Develop policies for the Subrecipient to adopt related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Subrecipient's area,
- Conducted activities related to the HUD-required environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended pre-bid conference, bid opening or preconstruction meeting,
- Reviewed Household Income Certification Forms for households being hooked up to new utility services,
- Maintained client files,
- Attended meetings of the Subrecipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by Commerce,
- Prepared requests for funds for submission by the Subrecipient's authorized employee,
- Prepared subgrant modification documents for the Subrecipient to submit to Commerce,
- Prepared the Administrative Closeout Report for submission by the Subrecipient,
- Prepare and submit detailed quarterly progress report, Section 3 or MBE/WBE report to Commerce,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Subrecipient to submit to Commerce or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising,
- Paid CDBG portion of required audit, and
- Submitted requests for funds to Commerce.

Engineering Services Deliverable

Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:

- Basic Engineering Services
 - a) Developed the plan drawings for the project,
 - b) Developed the specifications for the project,
 - c) Developed the bid documents for the project,
 - d) Prepared permit applications,
 - e) Attended pre-bid/pre-construction conference,
 - f) Prepared change orders, and
 - g) Reviewed construction bids and make recommendation to the Recipient.
- Resident Inspection
 - a) Inspected construction activities for consistency with plans and specifications, and
 - b) Reviewed construction invoices and certify costs.
- Preliminary Engineering Services
 - a) Provided a cost estimate of the project, and
 - b) Assessed sites for the project.

Attachment A – Project Narrative and Deliverables

2. **SUBRECIPIENT RESPONSIBILITIES:** The Subrecipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Narrative and Deliverables, and in doing so, the Subrecipient shall comply with all the terms and conditions of this Agreement. The Subrecipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of Commerce and in conformity with the current example attached hereto as Attachment B. The Project Detail Budget must identify the maximum reimbursement allowed for the Deliverables and Tasks described in Attachment A. The Subrecipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of Commerce and in conformity with the current example attached hereto as Attachment C. The Project Budget Detail and the Activity Work Plan may be modified by the unilateral determination of Commerce or by mutual consent of the Parties.
3. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce’s acceptance of the Deliverables and receipt of the Subrecipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, Commerce shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.
4. **DELIVERABLES:** Subrecipient agrees to provide the following services as specified:

Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Project Implementation The Subrecipient shall complete eligible project implementation tasks as detailed in Attachment A, Section 1 – Project Narrative, Project Implementation Deliverable.	The Subrecipient shall be reimbursed upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Attachment A, Section 1 – Project Narrative, Project Implementation Deliverable; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Engineering Services The Subrecipient shall complete an eligible task as detailed in Section 1, Attachment A - Project Narrative, Engineering Deliverable	The Subrecipient shall be reimbursed upon completion of a minimum of 10 percent (10%) of one (1) Engineering Services task as detailed in Section 1, Attachment A – Project Narrative; evidenced by invoice(s) noting the percentage of the task(s) that have been completed.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences

Attachment A – Project Narrative and Deliverables

Construction The Subrecipient shall complete infrastructure construction as detailed in Section 1, Attachment A – Project Narrative.	Following a draw for mobilization*, the Subrecipient shall be reimbursed upon completion of a minimum of 10 percent (10%) of overall project as detailed in Section 1, Attachment A – Project Narrative. As evidence of percent completed, the Subrecipient shall provide AIA forms G702/G703 or similar Commerce-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project. * Mobilization refers to a contractor's mobilization of equipment, materials and barriers to the work site(s).	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
TOTAL AWARD NOT TO EXCEED: \$700,000.00		

COST SHIFTING: The deliverable amounts specified within Section 4 of this Scope of Work are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

Attachment B – Project Detail Budget (Example)

Subrecipient: _____ Modification Number: N/A Contract Number: _____

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG Amount	Other Funds	Source*	Total Funds
1. Project Implementation											
2. Temporary Relocation Assistance											
3. Housing Rehabilitation											
Totals:											

* Show the sources and amounts of “Other Funds” needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1.		
2.		
3.		
4.		
5.		

Attachment C – Activity Work Plan (Example)

Subrecipient
:

Activity:

Project Budget:

Contract Number:

Date Prepared:

Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions:</i> Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to Commerce.	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”

Attachment D – Program and Special Conditions

Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
 - a. Within 120 calendar days of the subgrant award, the Subrecipient shall complete the following activities:
 - Request approval for all professional service contracts; and
 - Submit an initial payment request for administrative services, if applicable.
 - b. Within 180 calendar days of the subgrant award, the Subrecipient shall complete the following activities:
 - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to Commerce for review; and
 - Request a wage decision(s) using Commerce form SC-56 for applicable construction activities if points were received on the application for “Readiness to Proceed;”
 - c. The Subrecipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and Commerce’s written acceptance of the plans and specifications if Subrecipient received points for “Readiness to Proceed” on its Application for Funding.
 - d. If the Subrecipient did not receive points for “Readiness to Proceed,” it must request a wage decision(s) using Commerce form SC-56 at least 30 days before advertising for its construction procurement.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detailed Budget, Attachment A- Project Narrative and Deliverables, Subrecipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG Application for Funding submitted to Commerce, unless pre-agreement costs were approved in writing by Commerce.
4. The Subrecipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG funds based on a minimum experience requirement. However, a firm’s experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the “responsibility” of a firm when determining the “low, responsive, responsible bidder” for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Subrecipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
 - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Subrecipient to complete the procurement process.
 - b. A Subrecipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process.
 - c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening.

Attachment D – Program and Special Conditions

- d. Nothing in subparagraphs a., b., or c., above shall preclude the Subrecipient from using additional media to solicit bids related to procurement of professional services and construction activities.
- e. Each public notice for procurement of CDBG professional services, except for application preparation, must identify either the CDBG funding cycle or the CDBG contract number. In the absence of any identifier, the procurement will be presumed to be for the CDBG funding cycle closest to the publication date of the notice.
- f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Subrecipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319(a); and
- g. Any RFP which includes more than one service shall provide the following:
 - Proposals may be submitted for one or more of the services.
 - Qualifications and proposals shall be separately stated for each service; and
 - Separate evaluations shall be done on the proposals for each service.

If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Subrecipient is not required to publish a RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Subrecipient whose application received “Readiness to Proceed” points may use the design engineer for services during construction if Commerce determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG funds must be shown separately so that the bid proposal identifies the CDBG activities and the amount of the contract to be reimbursed with CDBG funding.
10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Subrecipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Subrecipient can reject all bids if they exceed the available funds and republish the notice.
11. The Subrecipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following procurement documents must be provided to Commerce for review:
 - a. A copy of the Request for Proposals (RFP).
 - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper.
 - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable).
 - d. Documentation of all efforts to get MBE/WBE firms to submit proposals.
 - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

Attachment D – Program and Special Conditions

- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet.
- g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis.
- h. A copy of a cost analysis for all procurements of engineering services.
- i. A copy of the minutes from the commission/council meeting approving contract award.
- j. A copy of the proposed contract.
- k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000.
- l. If a protest was filed, a copy of the protest and documentation of resolution.
- m. The Subrecipient shall request Commerce's approval of a single source procurement if only one firm was considered, and the contract exceeds \$35,000. The Subrecipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from Commerce. Failure to secure prior written approval shall relieve Commerce of any obligation to fund the said procurement contract or agreement. Commerce shall disallow any payments to the Subrecipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Subrecipient has not obtained Commerce's approval; and
- n. If a regional planning council or another local government is selected to administer subgrant activities, the Subrecipient shall submit only a copy of the contract or agreement and cost analysis information.

Commerce will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

- 12. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, the Subrecipient shall complete the following:
 - a. Submit for Commerce's approval the documentation required in paragraph 11 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 [\$8,000 for Economic Development].
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. **The Subrecipient shall not commit funds or begin construction before Commerce has issued the "Authority to Use Grant Funds."**
 - c. The Subrecipient shall obtain approval from Commerce prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
- 13. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

Attachment D – Program and Special Conditions

If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

14. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the Subrecipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to Commerce a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Subrecipient shall also furnish Commerce, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Subrecipient shall not publish any request for bids for construction purposes or distribute bid packages until Commerce has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

15. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories for which CDBG funding will be requested, the Subrecipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication.
 - b. Documentation of the Subrecipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract.
 - c. A copy of the bid tabulation sheet.
 - d. A copy of the engineer's recommendation to award.
 - e. A letter requesting sole source approval, if applicable.
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms for all prime contractors and subcontractors:
 - Form SC-51 – Bidding Information and Contractor Eligibility.
 - Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
 - Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
 - Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
 - Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG funding will be requested, the Subrecipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
- c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and

Attachment D – Program and Special Conditions

- d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).
16. For each procured construction contract or agreement in the Neighborhood Revitalization, Commercial Revitalization and Economic Development categories, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from Commerce, the Subrecipient shall request an additional classification using Form SC-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
 17. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization projects, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
 - a. Notice to Proceed.
 - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1; and
 - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1.
 18. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
 19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Subrecipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Subrecipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG portion of the cost of post-administrative closeout audits.
 20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five years.
 21. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).

Attachment D – Program and Special Conditions

22. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to Commerce within 30 calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
24. If required, the Subrecipient shall submit a final Form HUD 2880, to Commerce with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(7), F.A.C.
26. Any payment by the Subrecipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
27. The Subrecipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
28. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment D – Program and Special Conditions

29. If necessary, the Subrecipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Subrecipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

1. **Transition Plan** – An adopted Transition Plan that meets all Program requirements must be provided to Commerce within 90 days of contract execution.

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Attachment E – Category Specific Conditions for Neighborhood Revitalization

1. The Subrecipient must meet a “National Objective” for each service area addressed with CDBG funds. If a National Objective is not met for a service area, all CDBG funds received for the activities conducted in that service area must be repaid.
2. If the Subrecipient installs water lines with CDBG funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
3. The Subrecipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Subrecipient shall maintain homeowner files locally and at a minimum include the following:
 - a. The name of the owner, the address of the property, and family size.
 - b. The method and source documentation used to verify household income.
 - c. Documentation that the income of the household is below Section 8 income limits based on family size.
 - d. The method and source documentation used to verify home ownership; and
 - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

4. The Subrecipient shall provide the following data in its Administrative Closeout Report for each CDBG-funded activity:
 - a. For activities which provide indirect benefits (e.g., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (e.g., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons.
 - b. The number of moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served.
 - c. The name of each head of household, owner’s name (if different), and address of each housing unit hooked up to water or sewer service with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit; and
 - d. The racial demographics and ethnicity of the head of each household using the following descriptions:

1) White,	7) Asian and White,
2) African American,	8) African American and White,
3) Asian,	9) American Indian/Alaskan Native and African
4) American Indian or Alaskan Native,	American, or
5) Native Hawaiian/Pacific Islander,	10) Other Multi-Racial; and
6) American Indian or Alaskan Native and	11) If the head of household is Hispanic
White	

Attachment F – State and Federal Statutes, Regulations, and Policies

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG funds, each Subrecipient must certify that it will “affirmatively further fair housing” in its community. The Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls.
- 3) Publish the Fair Housing Coordinator’s contact information quarterly in a newspaper of general circulation in the Subrecipient’s jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator’s contact information throughout the quarter on the home page of its website.
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency.
- 5) Conduct at least one fair housing activity each year; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings.
- Conducting a fair housing poster contest or an essay contest.
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a Commerce-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG funds, each Subrecipient must certify that it and the contractors, subcontractors, Sub-subrecipients and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, Sub-subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics.
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls.
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities;
 - b) Has a record of such an impairment; or
 - c) Is regarded as having such an impairment.
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls.
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

Attachment G – Civil Rights Requirements

- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause is required to be included in all CDBG-funded contracts.

Attachment G – Civil Rights Requirements

Section 3 Required Language

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Subrecipients, their Sub-subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

Attachment G – Civil Rights Requirements

Civil Rights Regulations

As a condition for the receipt of CDBG funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

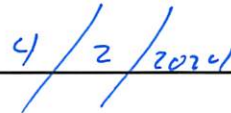
1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding.
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin.
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing.
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record.
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels.
7. Age Discrimination Act of 1975.
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing.
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin.
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities.
11. Executive Order 11063 – Equal Opportunity in Housing.
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

I hereby certify that City of Umatilla, Florida shall comply with all the provisions and Federal regulations listed in this attachment.

By:



Date:



Name:

Chris Creech

Title:

Mayor

Attachment H – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to Commerce 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Subrecipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the Commerce's SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to Commerce within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Subrecipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to Commerce before the Subrecipient has submitted its Final Request for Funds.

Subrecipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report.
 - b. Documentation of any leverage expended after the last on-site monitoring visit.
 - c. Documentation of fair housing activities conducted after the last on-site monitoring visit.
 - d. Documentation that all citizen complaints related to the project have been resolved.
 - e. A list of the homes receiving direct benefit, if applicable; and,
 - f. Certification that each housing unit assisted was located within the Subrecipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
 - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
 - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to Commerce no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not

Attachment H – Reports

meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to Commerce no later than nine months from the end of the Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@commerce.fl.gov within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. **Section 3 Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 C.F.R. § 75.25(a). Sub-subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the Sub-subrecipient's qualitative efforts must be reported in a manner required by 24 C.F.R. § 75.25(b).

Section 3 compliance efforts must be reported through Commerce's SERA reporting system by July 31, annually. Commerce maintains a Section 3 Summary Report form which must be used to report annual accomplishments regarding employment, labor hours worked, and other economic opportunities provided to persons and businesses that meet "Section 3" requirements.

7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. Commerce will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Subrecipient to Commerce and copies of all invoices that the Subrecipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Subrecipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. The Subrecipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Subrecipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Subrecipient shall request reimbursement as soon as the mobile home is installed, and the invoice received.

If the Subrecipient needs to remit funds to Commerce, including reimbursement of subgrant funds, program income or interest income paid with CDBG funds (collectively "reimbursements"), Subrecipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, SC-68.

If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Subrecipient may elect in writing to exercise this provision.

Attachment H – Reports

- a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated a financial hardship.
8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGSubrecipientInfo or upon request from the Commerce grant manager for this Agreement.

Attachment I – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Subrecipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. All bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Subrecipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all the particular work for which they are hired by the Subrecipient.

Attachment J – Audit Requirements

The administration of resources awarded by Commerce to the Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by Commerce staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Subrecipient expends \$750,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).
4. Although 2 C.F.R. 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit Sub-subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

Attachment J – Audit Requirements

PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
 - A. Florida Department of Commerce
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@commerce.fl.gov
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:
 - A. Commerce at the following address:

Electronic copies: Audit@commerce.fl.gov

 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Subrecipients and Sub-subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/Sub-subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$700,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Subrecipient’s jurisdiction.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

- 1. The Subrecipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
- 2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
- 3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
- 4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
- 5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

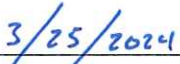
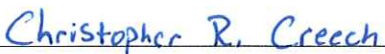
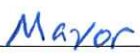
Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment K – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.</i>	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Florida Department of Commerce (Commerce)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did the Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and Commerce? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Subrecipient expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.	
By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.	
 _____ Signature of Authorized Representative	 _____ Date
 _____ Printed Name of Authorized Representative	 _____ Title of Authorized Representative



580-1 Wells Road
Orange Park, FL 32073
Phone: 904.278.0030

December 11, 2025

The Honorable Chris Creech, Mayor
City of Umatilla
P.O. Box 2286
Umatilla, FL 32784

RE: Engineering Services Agreement
CDBG 23 NR Water Main Improvements
CDBG Contract No. 23DB-N17
City of Umatilla, Florida
Client No. 1402-05-1

Dear Mayor Creech:

We are pleased to present the following proposal for Engineering Services in conjunction with the proposed Community Development Block Grant (CDBG) 23 NR Water Main Improvements project located in Umatilla, Florida. CPH Consulting, LLC, hereinafter referred to as the Engineer, proposes to provide engineering services as described in the Scope of Services to the City of Umatilla, Florida, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer will provide the following construction administration and related services during the Construction Phase, for the CDBG Water Main Improvements project identified in the City's CDBG Contract with the Department of Commerce. The proposed improvements will be paid for out of the \$700,000 grant, along with the City's \$50,000 local match. The project will include water main improvements on Mebane Street, Lakeshore Avenue, Wafford Street, Lakeview Street, Roberts Street, Blanche Avenue, Buford Avenue, Davis Avenue, and Kentucky Avenue. More specifically this work shall include:

ITEM A - PRELIMINARY ENGINEERING

1. Preliminary engineering services included preliminary planning of the project and preparation of exhibits, maps, and an opinion of probable project cost used to secure grant funding. These items were coordinated with the Department of Commerce and the Grant Administrator.

ITEM B - BASIC ENGINEERING SERVICES

1. Preparation of separate construction plans and specifications for the CDBG-funded project areas out of the previously designed overall City water main replacement plans.
2. Preparation of an Engineer's Opinion of Probable Construction Cost.
3. Provide the Client with three (3) copies of final plans and specifications.
4. The Engineer will assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an advertisement for bids; providing bid documents to prospective bidders; maintaining a record of prospective bidders to whom Bidding Documents have been issued; issuing addenda as appropriate to clarify, correct, or change the bid documents; and preparing a tabulation of bids.
5. Provide standard Engineering Construction Administration Services, including the preparation of construction contract documents; attending a preconstruction conference; reviewing the Contractor's material shop drawings; making periodic visits to the site to observe the progress of the various aspects of the Contractor's work; reviewing and approval of the Contractor's applications for payment; processing change orders, if required; reviewing the Contractor's completion documents and as-build drawings; and performing a final inspection of the work.

ITEM C - RESIDENT PROJECT REPRESENTATIVE SERVICES

1. The Engineer shall provide the services of a part-time Resident Project Representative (RPR) by making weekly on-site visits during the construction of the project to monitor progress, review construction activities, and coordinate with the general contractor and owner.

ITEM D - ADDITIONAL ENGINEERING SERVICES

1. The Engineer will create record drawings of the project for the Client from Contractor's field redlines and as-built drawings.
2. As applicable, the Engineer will prepare updated Florida Department of Environmental Protection (FDEP) Application to Construct Water Distribution System Components, and a Florida Department of Transportation (FDOT) Utility Permit application for the construction of utility lines within the FDOT right-of-way for the CDBG-funded project areas.

DEPARTMENT OF COMMERCE CONTRACT CONDITIONS

The Engineer shall comply with the Contract Conditions of the Client's DOC-CDBG Contract as required for the Client's consultants. More specifically, this shall include the following:

ITEM 1 - STATE AND FEDERAL REQUIREMENTS

The Engineer shall comply with all applicable State and Federal Regulations as they relate to this project.

ITEM 2 - HOLD HARMLESS

The Engineer shall hold the Department of Commerce and the Client harmless against all claims of whatever nature arising out of the Engineer's performance of work under this Agreement, to the extent allowed and required by law.

ITEM 3 - RETENTION OF RECORDS

The Engineer shall retain all records relating to this contract for six (6) years after the Client makes final payment and all other pending matters are closed.

ITEM 4 - ACCESS TO RECORDS

The Client, the Florida Department of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions, as they may relate to this Agreement.

ITEM 5 - FEDERAL LOBBYING PROHIBITIONS

The Engineer certifies, that to the best of his knowledge and belief that no Federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person or member of a Federal Agency related to this project.

ITEM 6 - PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement.

ITEM 7 - CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes with associated costs shall be incorporated as written amendments to this contract and attached hereto.

ITEM 8 - FEDERAL PROVISIONS

The Engineer shall comply with the applicable portions of Attachment "A" Federal Provisions.

ITEM 9 - TERMINATION (CAUSE AND/OR CONVENIENCE)

A. This contract may be terminated in whole, or in part, in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole, or in part, in writing by either party for its convenience provided that the other party is afforded the same notice and consultation opportunity specified in Paragraph A above.

C. If termination for default is effected by the Client, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Engineer at the time of termination may be adjusted to cover any additional costs to the Client because of the Engineer's default.

D. If termination for convenience is effected by the Client, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

E. For any termination, the equitable adjustment shall provide for payment to the Engineer for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Engineer relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

F. Upon receipt of a termination action under Paragraphs A or B above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) upon payment for services, deliver or otherwise make available to the Client all data, drawings, reports,

specifications, summaries and other such information, as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

G. Upon termination, the Client may take over the work and may award another party a contract to complete the work described in this contract.

H. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Client. In such event, adjustment of the contract price shall be made as provided in the respective Paragraph D above.

ITEM 10 - REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the Client and the Engineer, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

ITEM 11 - TERMS AND CONDITIONS

This contract contains all the terms and conditions agreed upon by both parties.

ITEM 12 - ADJUSTMENT OF CONTRACT PRICE

Truth-in-Negotiation Certification: In accordance with F.S. 287.055(5)(a) for contracts totaling over \$195,000.00, the Engineer hereby certifies that the unit cost used in preparing our basis for the Lump Sum compensation in the Client's CDBG project are accurate, complete, and current at the time of contracting. We further agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Client determines the contract price was increased due to inaccurate, incomplete, or noncurrent unit cost. All such adjustments shall be made within one year following the end of the contract.

ITEM 13 - ENVIRONMENTAL COMPLIANCE

If the contract exceeds \$100,000, the Engineer shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Engineer shall include this clause in any subcontracts over \$100,000.

ITEM 14 - ENERGY EFFICIENCY

The Engineer shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

ITEM 15 - CONFLICTS WITH OTHER CLAUSES

If this contract contains any clauses which conflict with the above clauses, then this contract will be governed by the clause(s) in this section of the contract.

CONDITIONS

The Client shall provide copies of all available Client records as may be required for the Engineer to complete these services, as well as current copies of a boundary survey and property ownership documentation. The Client shall provide all regulatory agency permit application fees and related items required by the agencies which may include percolation tests, groundwater testing, soil sampling and/or other specialized geotechnical information. Should land acquisition or easements be required for this project, the Client shall provide services that may be required such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, and recording fees

EXCLUSIONS

The Engineer's scope of services does not include advertising cost, the preparation of landscape plans, traffic studies, retaining wall design, structural design of possible site signage, off-site design (except as noted), fire pump design, fire flow testing, zoning related tasks, wetlands surveys, wetlands permitting and/or wetland mitigation, flood plain permitting and/or flood plain mitigation, tree surveys, boundary or easement surveys, subdivision platting, LEED Consultation/Design, or value engineering.

Grant Administration Services, including application preparation and submission; any application or contract revisions and amendments; preparing environmental review(s); seeking DOC opinions and interpretations and all other tasks required to manage, administer, and close out the grant, while ensuring that Davis-Bacon and other applicable state and federal record keeping requirements are met, are the sole responsibility of the Grant Administrator procured by the City.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SCHEDULE OF FEES

For Items A, Preliminary Engineering, the Engineer shall be paid a Lump Sum Fee of \$3,200.

For Item B, Basic Engineering Services, the Engineer shall be paid a Lump Sum Fee of \$24,800.

For Item C, Resident Project Representative Services, the Engineer shall be paid a Lump Sum Fee of \$28,600.

For Item D, Additional Engineering Services, the Engineer shall be paid a Lump Sum Fee of \$5,200.

TOTAL ENGINEERING FEE = \$61,800

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested.

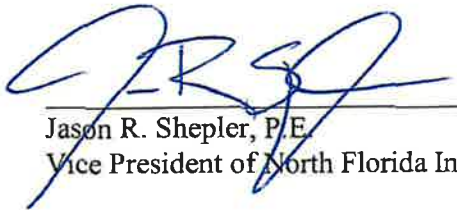
Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should they be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,
CPH Consulting, LLC

Accepted by
City of Umatilla, Florida



Jason R. Shepler, P.E.
Vice President of North Florida Infrastructure

By: _____
The Honorable Chris Creech, Mayor

Date: _____



Nikhel Jindal
Chief Strategy & Success Officer

JRS/NJ/JPP/pj

CONTRACT ADDENDUM TO ENGINEERING SERVICES AGREEMENT (CDBG 23DB-N17 & FLORIDA PUBLIC ENTITY COMPLIANCE)

This Contract Addendum (“Addendum”) is entered into by and between the **City of Umatilla, Florida** (“City”) and **CPH Consulting, LLC** (“Engineer”) and is hereby incorporated into that certain Engineering Services Agreement dated December 11, 2025, for the CDBG 23 NR Water Main Improvements Project (“Agreement”).

This Addendum is intended to ensure full compliance with CDBG Subgrant Agreement No. 23DB-N17, as amended, applicable state and federal law, and City-required public entity provisions. In the event of a conflict between this Addendum and the Agreement, this Addendum shall control.

I. CDBG SUBGRANT INCORPORATION & PRIOR APPROVAL

The Engineer acknowledges that the Agreement is funded in whole or in part by Community Development Block Grant (“CDBG”) funds pursuant to **Subgrant Agreement No. 23DB-N17** between the City and the Florida Department of Commerce (“Department”). All services performed and costs incurred under the Agreement are subject to compliance with the Subgrant and prior written approval by the Department. No reimbursement shall be made for services not approved in accordance with the Subgrant.

II. PUBLIC RECORDS (§ 119.0701, F.S.)

In accordance with Section 119.0701(2), Florida Statutes, the Engineer shall comply with all public records requirements applicable to local government contractors. **IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT:**

Custodian of Public Records

Jessica Burnham, City Clerk
City of Umatilla
1 South Central Avenue, Umatilla, FL 32784
Phone: (352) 669-3125

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Engineer does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Engineer or keep and maintain public records required by the City to perform the service. If the Engineer transfers all public records to the City upon completion of the Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the

Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City custodian of public records, in a format that is compatible with the information technology systems of the City. No public record created by or in the possession of the City or Engineer is exempt or confidential unless it is subject to a specific provision of Florida statute conferring exempt or confidential status, and public records, other than exempt or confidential public records, will be provided by the City to any person upon request without notice to the Engineer.

III. SECTION 3 COMPLIANCE (24 C.F.R. PART 75)

The Engineer agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, and the implementing regulations at 24 C.F.R. Part 75. The Engineer shall include the required Section 3 language in all subcontracts and shall make good faith efforts to provide training, employment, and contracting opportunities to Section 3 residents and businesses, as applicable.

IV. E-VERIFY (§ 448.095, F.S.)

The Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

1. All newly hired employees in Florida who perform work under this Agreement; and
2. All newly hired employees of subcontractors performing work under this Agreement.

The Engineer shall require all subcontractors to comply with this provision.

V. PUBLIC ENTITY CRIMES (§ 287.133, F.S.)

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

VI. NO WAIVER OF SOVEREIGN IMMUNITY (§ 768.28, F.S.)

Nothing in this Agreement or Addendum shall be construed as a waiver of the City's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. The City shall not indemnify the Engineer except to the extent permitted by law.

VII. RECORD RETENTION & ACCESS

The Engineer shall retain all records related to this Agreement for six (6) years after the later of final payment or grant closeout and shall provide access to the City, the Department, HUD, the Florida Auditor General, and other authorized entities for audit and monitoring purposes.

VIII. GOVERNMENT & CORPORATE ACTIVISM (CH. 2023-28, LAWS OF FLORIDA)

The Engineer acknowledges that the City may not request, consider, or give preference based on social, political, or ideological interests in contracting decisions.

IX. POWERS OF THE CITY

The Engineer acknowledges that pursuant to the powers of municipalities under Florida law, Engineer will not be compensated for any goods or services provided unless they are (1) in furtherance of municipal purposes and (2) pursuant to a legal exercise of municipal powers. The City may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget, and expenditures of the City are contingent upon annual appropriation of funding.

X. ENTIRE ADDENDUM

This Addendum constitutes an amendment to the Agreement and is incorporated therein as if fully set forth. Except as modified herein, all other terms of the Agreement remain in full force and effect.

CITY OF UMATILLA, FLORIDA

By: _____
Chris Creech, Mayor

Date: _____

ATTEST:

Jessica Burnham, CMC, FCRM, City Clerk

CPH CONSULTING, LLC

By: _____
Name: Jason R. Shepler, P.E., Vice President

Date: 1/5/26



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: January 7, 2026

MEETING DATE: January 20, 2026

SUBJECT: CPH Engineering Services Agreement FDEP Water Main Replacements

BACKGROUND SUMMARY:

The City has entered into an agreement with the Florida Department of Environmental Protection (FDEP) for appropriations (grant) funding to complete water distribution system improvements. The project scope is outlined in detail in the City's Grant Work Plan incorporated into the FDEP grant agreement.

The Engineer will provide professional services during the construction phase of the City's FDEP grant-funded project. These services are necessary to ensure that construction activities comply with the approved plans, specifications, and grant requirements. The project includes water distribution system improvements consisting of water main replacements along the following roadways:

Golden Gem Drive
Palm Court
Orange Court
South Oak Avenue

The proposed improvements will include the replacement of water mains and associated infrastructure, including fittings, valves, service connections, fire hydrants, and required roadway and surface restoration.

RECOMMENDATIONS:

Approval of CPH Engineering Services Agreement FDEP Water Main Replacements

FISCAL IMPACTS:

\$183,500 grant funded

The project is funded through a grant provided by the Florida Department of Environmental Protection. All eligible construction and engineering services will be paid in accordance with the terms of the grant agreement and the approved Grant Work Plan.

ATTACHMENTS:

1. Contract - FDEP Water Main Replacements Phase 2 - Umatilla
-



580-1 Wells Road
Orange Park, FL 32073
Phone: 904.278.0030

December 11, 2025

The Honorable Chris Creech, Mayor
City of Umatilla
P.O. Box 2286
Umatilla, FL 32784

RE: Engineering Services Agreement
FDEP Water Main Replacements, Phase 2
City of Umatilla, Florida
Client No. 1402-07-1

Dear Mayor Creech:

We are pleased to present the following proposal for Engineering Services in conjunction with the proposed DEP Water Main Replacements, Phase 2 project located in Umatilla, Florida. CPH Consulting, LLC, hereinafter referred to as the Engineer, proposes to provide construction services as described in the Scope of Services to the City of Umatilla, Florida, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer will provide the following services during the construction of the City's Florida Department of Environmental Protection (FDEP) grant funded project. The scope of the project is described in detail within the City's Grant Work Plan in its agreement with DEP and includes water distribution system improvements. The proposed water main replacements will include associated fittings, valves, service connections, hydrants, and restoration. The project will include water main improvements on Golden Gem Drive, Palm Ct., Orange Ct., and S. Oak Ave.

ITEM A - CONSTRUCTION BIDDING SERVICES

The Engineer will prepare Bid Set plans and specifications from the previously designed overall water main replacement plans. The Engineer will assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an invitation to bid; preparing and selling bid documents to prospective bidders; maintaining a record of prospective bidders to whom bidding documents have been issued; issuing addenda as appropriate to clarify, correct, or change the bid documents; and preparing a tabulation of bids.

ITEM B - PERMITTING

As applicable, the Engineer will prepare a Florida Department of Environmental Protection (FDEP) Application to Construct Water Distribution System Components, and a Florida Department of Transportation (FDOT) Utility Permit application for the construction of utility lines within the FDOT right-of-way.

ITEM C - CONSTRUCTION ADMINISTRATION

The Engineer will provide standard Engineering Construction Administration Services to manage the project, including the preparation of construction documents; preparation of construction contract documents; attending a preconstruction conference; reviewing the Contractor's material shop drawings; making periodic visits to the site to observe the progress of the various aspects of the Contractor's work; reviewing and approval of the Contractor's application for payment; processing change orders, if required; preparing engineering and construction-related documents in compliance with the Client's grant funding agreement; reviewing the Contractor's completion documents and as-built drawings; and performing a final inspection of the work.

ITEM D - RESIDENT PROJECT REPRESENTATIVE SERVICES

The Engineer shall provide the services of a part-time Resident Project Representative (RPR) by making weekly on-site visits during the construction of the project to monitor progress, review construction activities, and coordinate with the general contractor and owner. Total hours for part-time RPR services shall not exceed 560 hours.

ITEM E - RECORD DRAWINGS

The Engineer will prepare record drawings for the project based on the red-line drawing and as-built drawings provided by the Contractor and the Contractor's surveyor.

CONDITIONS

The Client shall provide copies of all available Client records as may be required for the Engineer to complete these services, as well as current copies of a boundary survey and property ownership documentation. The Client shall provide all regulatory agency permit application fees and related items required by the agencies which may include percolation tests, groundwater testing, soil sampling and/or other specialized geotechnical information. Should land acquisition or easements be required for this project, the Client shall provide services that may be required such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, and recording fees

EXCLUSIONS

The Engineer's scope of services does not include advertising cost, the preparation of landscape plans, traffic studies, retaining wall design, structural design of possible site signage, off-site design (except as noted), fire pump design, fire flow testing, zoning related tasks, wetlands surveys, wetlands permitting and/or wetland mitigation, flood plain permitting and/or flood plain mitigation, tree surveys, boundary or easement surveys, subdivision platting, LEED Consultation/Design, or value engineering.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SCHEDULE OF FEES

For Items A through E, the Engineer will be paid a Lump Sum Fee of **\$183,500**.

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested.

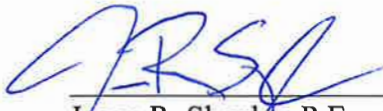
Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should they be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,
CPH Consulting, LLC

Accepted by
City of Umatilla, Florida



Jason R. Shepler, P.E.
Vice President of North Florida Infrastructure

By: _____
The Honorable Chris Creech, Mayor

Date: _____



Nikhel Jindal
Chief Strategy & Success Officer

JRS/NJ/JPP/pj



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: January 7, 2026

MEETING DATE: January 20, 2026

SUBJECT: Final Reading of Ordinance No. 2025-K, Moss Annexation

BACKGROUND SUMMARY:

The property owner is requesting annexation of an approximately 11.56-acre site, consisting of 4.92 acres of wetlands/waterbodies and 6.64 acres of uplands. The site currently contains multiple structures, including a barn, barn dominium, pole barn, and covered area. Annexation will bring the site into the City's jurisdiction to allow for proper regulation of existing activities and support the owner's plan to construct a new two-story residence and continue operating Sunset Ranch, an event and wedding venue.

RECOMMENDATIONS:

Approval of Final Reading of Ordinance No. 2025-K, Moss Annexation

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Attachment #1 Project Review Staff Report _Moss_ 10-31-2025 _SL
 2. Moss Annexation Location Map
 3. Ordinance No. 2025-K, Moss Annexation
 4. business-impact-estimate- _Ord 2025-K
-

ATTACHMENT #1

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

ANNEXATION, SSCPA AND REZONING

Owner: Jason and Desiree Moss

General Location: South of Keene Road and west of Carrie Lane

Number of Acres: 11.56 ± acres

Existing Zoning: Agriculture

Existing Land Use: Rural Transition (1 unit/5 net acres)

Proposed Zoning: Planned Unit Development (PUD)

Proposed Land Use: Agriculture (1 unit/acre)

Date: October 31, 2025

Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for approximately 11.56 ± acre site of which approximately 4.92 ± acres is classified as wetlands/waterbodies and 6.64 ± acres of uplands. There is an existing barn (2,880 sf) which contains restrooms, barn dominium (1,080 sf) which contains a 720 sf living area, a pole barn (1,220 sf), and a 292 sf covered area. The owners would like to construct a 2-story residence. The subject site is currently utilized for events (baby and bridal showers, birthdays, retirement parties, senior luncheons, corporate meetings, reunions, etc.) and wedding venues known as Sunset Ranch. Hours of operation are 8 am to 10 pm, six days a week with Sunday operating hours from 8 am to 6 pm. Wedding ceremonies are typically held outdoors with limited music (approximately 45 minutes) with the reception held indoors (music by DJ, dining, and dancing). Food service is provided by outside carters, local restaurants, and food trucks. There is an onsite dumpster for waste disposal. The site is served by induvial well and septic tanks. The subject site is partially located within the 100-year flood.

	Surrounding Zoning	Surrounding Land Use
North	A	Rural Transition (1 unit/5 net acres)
South	PUD (Twin Lakes)	City Residential SF Medium Density (5 units/acres)
East	A	Rural Transition (1 unit/5 acres)
West	R-2	City and Rural Transition (1 unit/5 net acres)

ATTACHMENT #1

Assessment

Annexation

The subject site is contiguous to the city limits along the southern property boundary and a portion of the eastern boundary; therefore, is eligible for voluntary annexation.

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Rural Transition (1 units/5 net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Agriculture (1 unit/acre) per FLU Policies 1-2.1.1 and 1-2.8.1 on 11.56 ± acres. The existing adjacent Land Uses are City Single Family Medium Density (5 units/acre) and Lake County Rural Transition (1 unit/5 net acre). The subject property is within the City's Utility Service Area.

The proposed Agriculture category is compatible with the adjacent properties, provides for the continued residential and agricultural use, promotes orderly compact growth and is consistent with the comprehensive plan (FLU Policy 1-2.1.1, 1-2.8.1, 1-1.10.1, and 1-1.10.2).

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum residential development potential is 1 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3. The proposed land use of Agriculture allows the maximum development potential of 7 residential units per FLU Policy 1-2.1.2. The net result is an increase of 6 residential units; however, it should be noted that the proposed zoning is Planned Unit Development (PUD) which would limit density.

The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 7 units would assist in meeting this need.

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.

1. Agriculture - 1 unit/acre. Development shall be limited to detached single-family and agricultural pursuits such as but not limited to grove care taking and maintenance, produce stands, nursery, keeping and grazing of cattle and horses and production of field crops.

Policy 1-1.10.1: Land Use Allocation.

The City shall designate land use on the Future Land Use Map to accommodate needs identified within the Comprehensive Plan supporting document (i.e., Data Inventory & Analysis). The City shall allocate a reasonable amount of land above identified needs to avoid economic impacts, which a controlled supply of land places on land values and market potential.

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

ATTACHMENT #1

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.

Trip Generation Analysis

A trip generation analysis was conducted on the existing and proposed land use utilizing a maximum development scenario. The result indicates that the amendment would increase traffic by 55 trips. Keene Road is a local roadway with an adopted LOS of D. Carrie Lane is a 25' Right of Way dedicated to Lake County. The amendment will not degrade the LOS.

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	7 Units	210	66	7	4	3
TOTAL GROSS TRIPS (PROPOSED)			66	7	4	3

* 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	1 Units	210	10	1	1	0
TOTAL GROSS TRIPS (EXISTING)			10	1	1	0

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)	6	3	3

School Impact Analysis

The amendment will increase school impacts by 2 students as outlined below.

Existing County Land Use Residential Units: 1 SF units

Proposed Development Residential Units: 7 SF units

The anticipated number of students generated by the existing land use is shown in Table 1.

ATTACHMENT #1

TABLE 1
STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT

Lake County Student Generation Rates	
Single Family >800 SF	
Type	Student Multipliers per Dwelling Unit
High School	0.100
Middle School	0.072
Elementary School	0.140
Total	0.312

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	1	0.140	0	0	0.091	0	0
MIDDLE	1	0.072	1	0	0.037	0	1
HIGH	1	0.100	1	0	0.041	0	1
GRAND TOTAL							2

The anticipated number of students generated by the proposed land use is shown in Table 2.

TABLE 2
STUDENTS GENERATED BASED ON PROPOSED DEVELOPMENT

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	7	0.140	1	0	0.091	0	1
MIDDLE	7	0.072	1	0	0.037	0	1
HIGH	7	0.100	1	0	0.041	0	1
GRAND TOTAL							3

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area; however, central water is currently not available and the closest connection is over 2,000 feet. The annexation agreement states that the owner will connect to the city's utility when it becomes available. Available means when the city's potable water system comes within 300'. In the meantime, the owner may utilize an individual well. There is an existing 4" well onsite.

ATTACHMENT #1

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area; however, central sewer is currently not available. The annexation agreement states that the owner will connect to the city's utility when it becomes available. Available means when the city's sanitary sewer system comes within 1,000'. In the meantime, the owner may utilize a septic tank consistent with FLU Policy 1-3.8.2 and PF Policy 4-1.2.2. There is an existing septic tank associated with the enclosed barn and barndominium. A proposed septic tank will be installed for the single family residence.

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 15 and the estimated solid waste is 75 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

The subject site is partially located within the 100-year flood plain associated with Twin Lake. Appropriate upland buffers will be required adjacent to wetlands/waterbodies pursuant to the city's land development regulations. Should protected species occur, prior to development appropriate regulatory permits will be required.

Rezoning

The applicant is requesting that the site be rezoned from Lake County Agriculture (A) to City of Umatilla Planned Unit Development (PUD) to allow for event and wedding venue, enclosed barn, barndominium, pole barn and proposed 2-story single family residence. It should be noted that the property owner currently lives in the barndominium while they await the construction of the proposed 2-story single family residence. Future development may include a mother-in-law suite associated with the single family residence, outdoor kitchen, groom's suite to existing barndominium, gazebo for outdoor ceremonies, dock(s) and a pool for the single family residence. The rezoning to PUD is compatible with the adjacent zonings of Agriculture and is consistent with FLU Policy 1-1.11.1: Application of Planned Unit Developments. The agriculture zoning district within Lake County would allow for the event and wedding venue should a Conditional Use Permit be issued by Lake County. It should also be noted that for properties with bonified agriculture activities are exempt from having to obtain zoning approval pursuant to the Chapter 570.85, Florida Statutes.

A 50' upland buffer adjacent to the wetlands will be established pursuant to Chapter 17, Section 4 and a 50' setback from the Ordinary High Water Line (OHWL) for all habitable structures and septic tanks will be a minimum of 100' from the OHWL per Chapter 17, Section 9.

A 20' Type "B" perimeter landscape buffer will be established adjacent to the perimeter upland property boundary per Chapter 15, Section 5 (b).

The event and wedding venue will be subject to the City of Umatilla Noise Ordinance, which regulates specific uses which may create a noise disturbance from the hours of 9:00 pm to 6:00 am. It should be noted that loudspeakers, musical instruments, cd players or similar devices may not create a noise disturbance from the property boundaries. It should also be noted that the wedding venue is subject to the same noise regulations as the adjacent single family homes within the city limits.

The PUD zoning will allow the continued use of the event and wedding venue, residential and limited agricultural pursuits.

ATTACHMENT #1

Recommendation

Annexation

The proposed voluntary annexation is contiguous and compact to the city limits along the southern and eastern boundary. Staff recommends approval.

SSCPA

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

Rezoning

The proposed rezoning of Planned Unit Development (PUD) is consistent with the comprehensive plan and land development regulations as previously outlined. Staff recommends approval.



F J HINSON'S PLAN OF THE TOWN OF ALTOONA

GIBSON & GOTHERMAN ADD SUB

TWIN LAKES ESTATES PHASE II

TWIN LAKES ESTATES PHASE III TRACT B-1

TWIN LAKES ESTATES, UMATILLA

TWIN LAKES ESTATES PHASE II TRACT C REPLAT

GIBSON & GOTHERMAN ADD SUB, UMATILLA

TWIN LAKES ESTATES PHASE II, UMATILLA

FLORIDA ST

TARPON DEVELOPMENT

TWIN LAKE CIR

SILVER BEACH HEIGHTS

BEACH ST

PALM ST

GLENDALE

GRANDRIDGE ESTATES SUB

ORDINANCE 2025-K

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 11.56 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF KEENE ROAD AND WEST OF CARRIE LANE; PROVIDING FINDINGS; DIRECTING THE CITY CLERK 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 11.56 acres of land generally located south of Keene Road and west of Carrie Lane ("Property") by Jason A. Moss and Desiree M. Moss ("Owner"); and

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

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

WHEREAS, the City Council finds that the Property is contiguous to the City of Umatilla, is reasonably compact, and that the annexation will not create any enclaves, all in accordance with Chapter 171, Florida Statutes;

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

Section 1. Annexation. The following described property consisting of approximately 11.56 acres of land generally located south of Keene Road and west of Carrie Lane, is hereby incorporated into and made part of the City of Umatilla, Florida. The Property is more particularly described and depicted below and as depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.

LEGAL DESCRIPTION: Parcel 1:

Begin 453 feet East of the Northwest (NW) corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 1, Township 18 South, Range 26 East, Lake County, Florida as a Point of Beginning: thence run East 867 feet, thence South 390 feet, thence West to the Lakeshore, to a point that is due East of a point 440 feet South of the POB, thence West to a point that is 440 feet South of the POB, thence North to the POB.

Parcel 2:

That portion of the South 440 feet of the East Quarter (E ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 1, Township 18 South, Range 26 East, Lake County, Florida that lies east of the Lake.

Alternate Key # 1185203

Section 2. Filing and Notification. 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. 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 4. Comprehensive Plan and Zoning. 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. Municipal 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 feet 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 feet 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 twelve (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 _____, 2026.

Christopher R. Creech, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham, CMC, FCRM
City Clerk

Jennifer Cotch
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION:

Parcel 1:

Begin 453 feet East of the Northwest (NW) corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 1, Township 18 South, Range 26 East, Lake County, Florida as a Point of Beginning: thence run East 867 feet, thence South 390 feet, thence West to the Lakeshore, to a point that is due East of a point 440 feet South of the POB, thence West to a point that is 440 feet South of the POB, thence North to the POB.

Parcel 2:

That portion of the South 440 feet of the East Quarter (E $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 1, Township 18 South, Range 26 East, Lake County, Florida that lies east of the Lake.



Business Impact Estimate Exemption

Ordinance 2025- K, Moss Annexation

Summary of Ordinance: ORDINANCE 2025-K

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 11.56 ± ACRES OF LAND GENERALLY LOCATED SOUTH OF KEENE ROAD AND WEST OF CARRIE LANE; PROVIDING FINDINGS; DIRECTING THE CITY CLERK 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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance.

- X The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or

¹ See Section 166.041(4), Florida Statutes.

- ☐ The proposed ordinance is enacted to implement the following:
- a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: January 7, 2026

MEETING DATE: January 20, 2026

SUBJECT: Final Reading Ordinance No. 2025-K1, Moss SSCPA

BACKGROUND SUMMARY:

The applicant is seeking a small-scale comprehensive plan amendment to update the land use designation for the 11.56-acre property. This amendment is needed to accommodate the site's current use as an event and wedding venue and to support the proposed construction of a two-story residence. The property includes existing event facilities, operates six days a week, and is partially located in the 100-year flood zone, requiring land use adjustments to ensure consistency with City planning policies.

RECOMMENDATIONS:

Approval of Final Reading of Ordinance No. 2025-K1, Moss SSCPA

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Attachment #1 Project Review Staff Report_Moss_10-31-2025_SL
 2. Moss Annexation Location Map
 3. Ordinance No. 2025-K1 Moss SSCPA
 4. business-impact-estimate-_Ord 2025-K1
-

ATTACHMENT #1

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

ANNEXATION, SSCPA AND REZONING

Owner: Jason and Desiree Moss

General Location: South of Keene Road and east of Carrie Lane

Number of Acres: 11.56 ± acres

Existing Zoning: Agriculture

Existing Land Use: Rural Transition (1 unit/5 net acres)

Proposed Zoning: Planned Unit Development (PUD)

Proposed Land Use: Agriculture (1 unit/acre)

Date: October 31, 2025

Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for approximately 11.56 ± acre site of which approximately 4.92 ± acres is classified as wetlands/waterbodies and 6.64 ± acres of uplands. There is an existing barn (2,880 sf) which contains restrooms, barn dominium (1,080 sf) which contains a 720 sf living area, a pole barn (1,220 sf), and a 292 sf covered area. The owners would like to construct a 2-story residence. The subject site is currently utilized for events (baby and bridal showers, birthdays, retirement parties, senior luncheons, corporate meetings, reunions, etc.) and wedding venues known as Sunset Ranch. Hours of operation are 8 am to 10 pm, six days a week with Sunday operating hours from 8 am to 6 pm. Wedding ceremonies are typically held outdoors with limited music (approximately 45 minutes) with the reception held indoors (music by DJ, dining, and dancing). Food service is provided by outside carters, local restaurants, and food trucks. There is an onsite dumpster for waste disposal. The site is served by induvial well and septic tanks. The subject site is partially located within the 100-year flood.

	Surrounding Zoning	Surrounding Land Use
North	A	Rural Transition (1 unit/5 net acres)
South	PUD (Twin Lakes)	City Residential SF Medium Density (5 units/acres)
East	A	Rural Transition (1 unit/5 acres)
West	R-2	City and Rural Transition (1 unit/5 net acres)

ATTACHMENT #1

Assessment

Annexation

The subject site is contiguous to the city limits along the southern property boundary and a portion of the eastern boundary; therefore, is eligible for voluntary annexation.

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Rural Transition (1 units/5 net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Agriculture (1 unit/acre) per FLU Policies 1-2.1.1 and 1-2.8.1 on 11.56 ± acres. The existing adjacent Land Uses are City Single Family Medium Density (5 units/acre) and Lake County Rural Transition (1 unit/5 net acre). The subject property is within the City's Utility Service Area.

The proposed Agriculture category is compatible with the adjacent properties, provides for the continued residential and agricultural use, promotes orderly compact growth and is consistent with the comprehensive plan (FLU Policy 1-2.1.1, 1-2.8.1, 1-1.10.1, and 1-1.10.2).

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum residential development potential is 1 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3. The proposed land use of Agriculture allows the maximum development potential of 7 residential units per FLU Policy 1-2.1.2. The net result is an increase of 6 residential units; however, it should be noted that the proposed zoning is Planned Unit Development (PUD) which would limit density.

The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 7 units would assist in meeting this need.

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.

1. Agriculture - 1 unit/acre. Development shall be limited to detached single-family and agricultural pursuits such as but not limited to grove care taking and maintenance, produce stands, nursery, keeping and grazing of cattle and horses and production of field crops.

Policy 1-1.10.1: Land Use Allocation.

The City shall designate land use on the Future Land Use Map to accommodate needs identified within the Comprehensive Plan supporting document (i.e., Data Inventory & Analysis). The City shall allocate a reasonable amount of land above identified needs to avoid economic impacts, which a controlled supply of land places on land values and market potential.

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

ATTACHMENT #1

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.

Trip Generation Analysis

A trip generation analysis was conducted on the existing and proposed land use utilizing a maximum development scenario. The result indicates that the amendment would increase traffic by 55 trips. Keene Road is a local roadway with an adopted LOS of D. Carrie Lane is a 25' Right of Way dedicated to Lake County. The amendment will not degrade the LOS.

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	7 Units	210	66	7	4	3
TOTAL GROSS TRIPS (PROPOSED)			66	7	4	3

* 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	1 Units	210	10	1	1	0
TOTAL GROSS TRIPS (EXISTING)			10	1	1	0

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)	6	3	3

School Impact Analysis

The amendment will increase school impacts by 2 students as outlined below.

Existing County Land Use Residential Units: 1 SF units

Proposed Development Residential Units: 7 SF units

The anticipated number of students generated by the existing land use is shown in Table 1.

ATTACHMENT #1

TABLE 1
STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT

Lake County Student Generation Rates	
Single Family >800 SF	
Type	Student Multipliers per Dwelling Unit
High School	0.100
Middle School	0.072
Elementary School	0.140
Total	0.312

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	1	0.140	0	0	0.091	0	0
MIDDLE	1	0.072	1	0	0.037	0	1
HIGH	1	0.100	1	0	0.041	0	1
GRAND TOTAL							2

The anticipated number of students generated by the proposed land use is shown in Table 2.

TABLE 2
STUDENTS GENERATED BASED ON PROPOSED DEVELOPMENT

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	7	0.140	1	0	0.091	0	1
MIDDLE	7	0.072	1	0	0.037	0	1
HIGH	7	0.100	1	0	0.041	0	1
GRAND TOTAL							3

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area; however, central water is currently not available and the closest connection is over 2,000 feet. The annexation agreement states that the owner will connect to the city's utility when it becomes available. Available means when the city's potable water system comes within 300'. In the meantime, the owner may utilize an individual well. There is an existing 4" well onsite.

ATTACHMENT #1

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area; however, central sewer is currently not available. The annexation agreement states that the owner will connect to the city's utility when it becomes available. Available means when the city's sanitary sewer system comes within 1,000'. In the meantime, the owner may utilize a septic tank consistent with FLU Policy 1-3.8.2 and PF Policy 4-1.2.2. There is an existing septic tank associated with the enclosed barn and barndominium. A proposed septic tank will be installed for the single family residence.

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 15 and the estimated solid waste is 75 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

The subject site is partially located within the 100-year flood plain associated with Twin Lake. Appropriate upland buffers will be required adjacent to wetlands/waterbodies pursuant to the city's land development regulations. Should protected species occur, prior to development appropriate regulatory permits will be required.

Rezoning

The applicant is requesting that the site be rezoned from Lake County Agriculture (A) to City of Umatilla Planned Unit Development (PUD) to allow for event and wedding venue, enclosed barn, barndominium, pole barn and proposed 2-story single family residence. It should be noted that the property owner currently lives in the barndominium while they await the construction of the proposed 2-story single family residence. Future development may include a mother-in-law suite associated with the single family residence, outdoor kitchen, groom's suite to existing barndominium, gazebo for outdoor ceremonies, dock(s) and a pool for the single family residence. The rezoning to PUD is compatible with the adjacent zonings of Agriculture and is consistent with FLU Policy 1-1.11.1: Application of Planned Unit Developments. The agriculture zoning district within Lake County would allow for the event and wedding venue should a Conditional Use Permit be issued by Lake County. It should also be noted that for properties with bonified agriculture activities are exempt from having to obtain zoning approval pursuant to the Chapter 570.85, Florida Statutes.

A 50' upland buffer adjacent to the wetlands will be established pursuant to Chapter 17, Section 4 and a 50' setback from the Ordinary High Water Line (OHWL) for all habitable structures and septic tanks will be a minimum of 100' from the OHWL per Chapter 17, Section 9.

A 20' Type "B" perimeter landscape buffer will be established adjacent to the perimeter upland property boundary per Chapter 15, Section 5 (b).

The event and wedding venue will be subject to the City of Umatilla Noise Ordinance, which regulates specific uses which may create a noise disturbance from the hours of 9:00 pm to 6:00 am. It should be noted that loudspeakers, musical instruments, cd players or similar devices may not create a noise disturbance from the property boundaries. It should also be noted that the wedding venue is subject to the same noise regulations as the adjacent single family homes within the city limits.

The PUD zoning will allow the continued use of the event and wedding venue, residential and limited agricultural pursuits.

ATTACHMENT #1

Recommendation

Annexation

The proposed voluntary annexation is contiguous and compact to the city limits along the southern and eastern boundary. Staff recommends approval.

SSCPA

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

Rezoning

The proposed rezoning of Planned Unit Development (PUD) is consistent with the comprehensive plan and land development regulations as previously outlined. Staff recommends approval.



ORDINANCE 2025-K1

AN ORDINANCE OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, PURSUANT TO SECTION 163.3187(1)(b), FLORIDA STATUTES; AMENDING THE FUTURE LAND USE DESIGNATION OF 11.56 ± ACRES OF LAND FROM LAKE COUNTY RURAL TRANSITION TO CITY AGRICULTURE UNDER THE CITY OF UMATILLA COMPREHENSIVE PLAN; FOR PROPERTY OWNED BY JASON AND DESIREE MOSS GENERALLY LOCATED SOUTH OF KEENE ROAD AND WEST OF CARRIE LANE; DIRECTING THE CITY CLERK 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 Jason A. Moss and Desiree M. Moss (the “Owner”) requesting that the Future Land Use designation of certain real property within the City limits of the City of Umatilla (the “City”) from Lake County Rural Transition to City Agriculture, pursuant to the City’s Comprehensive Plan; and

WHEREAS, the proposed Future Land Use amendment is consistent with and furthers the goals, objectives, and policies of the City’s Comprehensive Plan and is compatible with the surrounding land uses; and

WHEREAS, the proposed amendment constitutes a small-scale comprehensive plan amendment under Section 163.3187(1)(b), Florida Statutes; and

WHEREAS, the City’s Local Planning Agency (LPA) has reviewed the proposed amendment and provided its recommendation to the City Council; and

WHEREAS, the City Council conducted public hearings on the proposed amendment, considered the recommendations of the LPA and City staff, and received all public comments, favorable or unfavorable; and

WHEREAS, the City finds that the Owner of the Property has been properly notified and that all procedural and substantive requirements of applicable law has been satisfied;

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

Section 1: Purpose and Intent. The Future Land Use designation of the following described property, being situated in the City of Umatilla, Florida, is hereby amended from Lake County Rural Transition to City Agriculture, as depicted on Exhibit “A”, attached hereto and incorporated herein by reference.

LEGAL DESCRIPTION: Parcel 1:
Begin 453 feet East of the Northwest (NW) corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 1, Township 18 South, Range 26 East, Lake County, Florida
as a Point of Beginning: thence run East 867 feet, thence South 390 feet, thence West to the Lakeshore, to a point that is due East of a point 440 feet South of the POB, thence West to a point that is 440 feet South of the POB, thence North to the POB.

Parcel 2:

That portion of the South 440 feet of the East Quarter (E ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 1, Township 18 South, Range 26 East, Lake County, Florida that lies east of the Lake.

Alternate Key # 1185203

Section 2: Implementation. A certified copy of this Ordinance shall be filed in the City Clerk's office as a 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.

The City Clerk is hereby directed to transmit a copy of this Ordinance to the appropriate governmental agencies as required by Chapter 163, Florida Statutes.

The City Manager is hereby authorized and directed to update the City's Comprehensive Plan Future Land Use Map to reflect the amendment adopted herein.

Section 3: 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 4: Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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 31 days after adoption, provided no challenge is filed pursuant to Section 163.3187, Florida Statutes. If this Ordinance is challenged within 30 days after its adoption, this Ordinance shall not become effective until a final order is issued by the state land planning agency or the Florida Administration Commission determining that it is in compliance.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this _____ day of _____, 2025.

Christopher R. Creech, Mayor

ATTEST:

Approved as to Form:

Jessica Burnham, CMC, FCRM
City Clerk

Jennifer Cotch
City Attorney

Ordinance No. 2025-K1

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

Begin 453 feet East of the Northwest (NW) corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 1, Township 18 South, Range 26 East, Lake County, Florida as a Point of Beginning: thence run East 867 feet, thence South 390 feet, thence West to the Lakeshore, to a point that is due East of a point 440 feet South of the POB, thence West to a point that is 440 feet South of the POB, thence North to the POB.

Parcel 2:

That portion of the South 440 feet of the East Quarter (E $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 1, Township 18 South, Range 26 East, Lake County, Florida that lies east of the Lake.



Business Impact Estimate Exemption

Ordinance 2025- K1, Moss SSCPA

Summary of Ordinance: ORDINANCE 2025-K1

AN ORDINANCE OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, PURSUANT TO SECTION 163.3187(1)(b), FLORIDA STATUTES; AMENDING THE FUTURE LAND USE DESIGNATION OF 11.56 ± ACRES OF LAND FROM LAKE COUNTY RURAL TRANSITION TO CITY AGRICULTURE UNDER THE CITY OF UMATILLA COMPREHENSIVE PLAN; FOR PROPERTY OWNED BY JASON AND DESIREE MOSS GENERALLY LOCATED SOUTH OF KEENE ROAD AND WEST OF CARRIE LANE; DIRECTING THE CITY CLERK 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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;

¹ See Section 166.041(4), Florida Statutes.

- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: January 7, 2026

MEETING DATE: January 20, 2026

SUBJECT: Final Reading of Ordinance No. 2025-K2, Moss PUD Rezoning

BACKGROUND SUMMARY:

The applicant is requesting rezoning of the 11.56-acre property, which contains existing event facilities and is known as Sunset Ranch. Rezoning is necessary to align the site's zoning with its ongoing commercial event operations and the owner's plan to add a new two-story residence. Current uses include weddings, parties, corporate events, and dining activities, with indoor receptions, limited outdoor ceremony music, and onsite waste disposal via dumpster. The rezoning will formalize these uses and ensure appropriate regulation within the City.

RECOMMENDATIONS:

Approval of Final Reading of Ordinance No. 2025-K2, Moss PUD Rezoning

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Attachment #1 Project Review Staff Report Moss
 2. Moss Annexation Location Map
 3. Ordinance No. 2025-K2, Moss PUD
 4. Developer Agreement Moss PUD
 5. business-impact-estimate-_Ord 2025-K2
-

ATTACHMENT #1

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

ANNEXATION, SSCPA AND REZONING

Owner: Jason and Desiree Moss

General Location: South of Keene Road and east of Carrie Lane

Number of Acres: 11.56 ± acres

Existing Zoning: Agriculture

Existing Land Use: Rural Transition (1 unit/5 net acres)

Proposed Zoning: Planned Unit Development (PUD)

Proposed Land Use: Agriculture (1 unit/acre)

Date: October 31, 2025

Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for approximately 11.56 ± acre site of which approximately 4.92 ± acres is classified as wetlands/waterbodies and 6.64 ± acres of uplands. There is an existing barn (2,880 sf) which contains restrooms, barn dominium (1,080 sf) which contains a 720 sf living area, a pole barn (1,220 sf), and a 292 sf covered area. The owners would like to construct a 2-story residence. The subject site is currently utilized for events (baby and bridal showers, birthdays, retirement parties, senior luncheons, corporate meetings, reunions, etc.) and wedding venues known as Sunset Ranch. Hours of operation are 8 am to 10 pm, six days a week with Sunday operating hours from 8 am to 6 pm. Wedding ceremonies are typically held outdoors with limited music (approximately 45 minutes) with the reception held indoors (music by DJ, dining, and dancing). Food service is provided by outside carters, local restaurants, and food trucks. There is an onsite dumpster for waste disposal. The site is served by induvial well and septic tanks. The subject site is partially located within the 100-year flood.

	Surrounding Zoning	Surrounding Land Use
North	A	Rural Transition (1 unit/5 net acres)
South	PUD (Twin Lakes)	City Residential SF Medium Density (5 units/acres)
East	A	Rural Transition (1 unit/5 acres)
West	R-2	City and Rural Transition (1 unit/5 net acres)

ATTACHMENT #1

Assessment

Annexation

The subject site is contiguous to the city limits along the southern property boundary and a portion of the eastern boundary; therefore, is eligible for voluntary annexation.

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Rural Transition (1 units/5 net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Agriculture (1 unit/acre) per FLU Policies 1-2.1.1 and 1-2.8.1 on 11.56 ± acres. The existing adjacent Land Uses are City Single Family Medium Density (5 units/acre) and Lake County Rural Transition (1 unit/5 net acre). The subject property is within the City's Utility Service Area.

The proposed Agriculture category is compatible with the adjacent properties, provides for the continued residential and agricultural use, promotes orderly compact growth and is consistent with the comprehensive plan (FLU Policy 1-2.1.1, 1-2.8.1, 1-1.10.1, and 1-1.10.2).

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum residential development potential is 1 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3. The proposed land use of Agriculture allows the maximum development potential of 7 residential units per FLU Policy 1-2.1.2. The net result is an increase of 6 residential units; however, it should be noted that the proposed zoning is Planned Unit Development (PUD) which would limit density.

The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 7 units would assist in meeting this need.

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.

1. Agriculture - 1 unit/acre. Development shall be limited to detached single-family and agricultural pursuits such as but not limited to grove care taking and maintenance, produce stands, nursery, keeping and grazing of cattle and horses and production of field crops.

Policy 1-1.10.1: Land Use Allocation.

The City shall designate land use on the Future Land Use Map to accommodate needs identified within the Comprehensive Plan supporting document (i.e., Data Inventory & Analysis). The City shall allocate a reasonable amount of land above identified needs to avoid economic impacts, which a controlled supply of land places on land values and market potential.

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

ATTACHMENT #1

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.

Trip Generation Analysis

A trip generation analysis was conducted on the existing and proposed land use utilizing a maximum development scenario. The result indicates that the amendment would increase traffic by 55 trips. Keene Road is a local roadway with an adopted LOS of D. Carrie Lane is a 25' Right of Way dedicated to Lake County. The amendment will not degrade the LOS.

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	7 Units	210	66	7	4	3
TOTAL GROSS TRIPS (PROPOSED)			66	7	4	3

* 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	1 Units	210	10	1	1	0
TOTAL GROSS TRIPS (EXISTING)			10	1	1	0

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)	6	3	3

School Impact Analysis

The amendment will increase school impacts by 2 students as outlined below.

Existing County Land Use Residential Units: 1 SF units

Proposed Development Residential Units: 7 SF units

The anticipated number of students generated by the existing land use is shown in Table 1.

ATTACHMENT #1

TABLE 1
STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT

Lake County Student Generation Rates	
Single Family >800 SF	
Type	Student Multipliers per Dwelling Unit
High School	0.100
Middle School	0.072
Elementary School	0.140
Total	0.312

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	1	0.140	0	0	0.091	0	0
MIDDLE	1	0.072	1	0	0.037	0	1
HIGH	1	0.100	1	0	0.041	0	1
GRAND TOTAL							2

The anticipated number of students generated by the proposed land use is shown in Table 2.

TABLE 2
STUDENTS GENERATED BASED ON PROPOSED DEVELOPMENT

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	7	0.140	1	0	0.091	0	1
MIDDLE	7	0.072	1	0	0.037	0	1
HIGH	7	0.100	1	0	0.041	0	1
GRAND TOTAL							3

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area; however, central water is currently not available and the closest connection is over 2,000 feet. The annexation agreement states that the owner will connect to the city's utility when it becomes available. Available means when the city's potable water system comes within 300'. In the meantime, the owner may utilize an individual well. There is an existing 4" well onsite.

ATTACHMENT #1

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area; however, central sewer is currently not available. The annexation agreement states that the owner will connect to the city's utility when it becomes available. Available means when the city's sanitary sewer system comes within 1,000'. In the meantime, the owner may utilize a septic tank consistent with FLU Policy 1-3.8.2 and PF Policy 4-1.2.2. There is an existing septic tank associated with the enclosed barn and barndominium. A proposed septic tank will be installed for the single family residence.

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 15 and the estimated solid waste is 75 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

The subject site is partially located within the 100-year flood plain associated with Twin Lake. Appropriate upland buffers will be required adjacent to wetlands/waterbodies pursuant to the city's land development regulations. Should protected species occur, prior to development appropriate regulatory permits will be required.

Rezoning

The applicant is requesting that the site be rezoned from Lake County Agriculture (A) to City of Umatilla Planned Unit Development (PUD) to allow for event and wedding venue, enclosed barn, barndominium, pole barn and proposed 2-story single family residence. It should be noted that the property owner currently lives in the barndominium while they await the construction of the proposed 2-story single family residence. Future development may include a mother-in-law suite associated with the single family residence, outdoor kitchen, groom's suite to existing barndominium, gazebo for outdoor ceremonies, dock(s) and a pool for the single family residence. The rezoning to PUD is compatible with the adjacent zonings of Agriculture and is consistent with FLU Policy 1-1.11.1: Application of Planned Unit Developments. The agriculture zoning district within Lake County would allow for the event and wedding venue should a Conditional Use Permit be issued by Lake County. It should also be noted that for properties with bonified agriculture activities are exempt from having to obtain zoning approval pursuant to the Chapter 570.85, Florida Statutes.

A 50' upland buffer adjacent to the wetlands will be established pursuant to Chapter 17, Section 4 and a 50' setback from the Ordinary High Water Line (OHWL) for all habitable structures and septic tanks will be a minimum of 100' from the OHWL per Chapter 17, Section 9.

A 20' Type "B" perimeter landscape buffer will be established adjacent to the perimeter upland property boundary per Chapter 15, Section 5 (b).

The event and wedding venue will be subject to the City of Umatilla Noise Ordinance, which regulates specific uses which may create a noise disturbance from the hours of 9:00 pm to 6:00 am. It should be noted that loudspeakers, musical instruments, cd players or similar devices may not create a noise disturbance from the property boundaries. It should also be noted that the wedding venue is subject to the same noise regulations as the adjacent single family homes within the city limits.

The PUD zoning will allow the continued use of the event and wedding venue, residential and limited agricultural pursuits.

ATTACHMENT #1

Recommendation

Annexation

The proposed voluntary annexation is contiguous and compact to the city limits along the southern and eastern boundary. Staff recommends approval.

SSCPA

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

Rezoning

The proposed rezoning of Planned Unit Development (PUD) is consistent with the comprehensive plan and land development regulations as previously outlined. Staff recommends approval.

ORDINANCE 2025-K2

AN ORDINANCE OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, REZONING APPROXIMATELY 11.56 ± ACRES OF LAND FROM LAKE COUNTY AGRICULTURE TO CITY RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD), FOR PROPERTY OWNED BY JASON AND DESIREE MOSS, GENERALLY LOCATED SOUTH OF KEENE ROAD AND WEST OF CARRIE LANE; APPROVING A MASTER DEVELOPER'S AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING UPDATES TO THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Jason A. Moss and Desiree M. Moss (the "Owner") requesting that approximately 11.56 acres of land be rezoned from Lake County Agriculture to City Residential Planned Unit Development (PUD);

WHEREAS, the petition bears the signature of all required property owners; and

WHEREAS, the notice of the proposed rezoning was duly published in accordance with applicable law; and

WHEREAS, the City Council has reviewed the petition, the recommendations of City staff, and all comments received at a duly advertised public hearing; and

WHEREAS, City Council has determined that the proposed rezoning and accompanying Master Developer's Agreement are consistent with the City's Comprehensive Plan and Land Development Regulations and serve the public health, safety, and welfare;

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

Section 1: Purpose and Intent. The zoning classification of the property described below (the "Property") is hereby amended from Lake County Agriculture to Residential Planned Unit Development (PUD), as defined in the City of Umatilla Land Development Regulations. The Property is more particularly described and depicted as set forth below.

LEGAL DESCRIPTION: Parcel 1:

Begin 453 feet East of the Northwest (NW) corner of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 1, Township 18 South, Range 26 East, Lake County, Florida
as a Point of Beginning: thence run East 867 feet, thence South 390 feet, thence West to the Lakeshore, to a point that is due East of a point 440 feet South of the POB, thence West to a point that is 440 feet South of the POB, thence North to the POB.

Parcel 2:

That portion of the South 440 feet of the East Quarter (E ¼) of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 1, Township 18 South, Range 26 East, Lake County, Florida that lies east of the Lake.

Alternate Key # 1185203

Section 2: Zoning Classification. The Property shall be designated as Residential PUD, in accordance with Chapter 6, Section 2(k) of the City of Umatilla Land Development Regulations. The Property shall be developed in accordance with the City’s Land Development Regulations and the Master Developer’s Agreement, attached hereto as Exhibit “B” and incorporated herein by reference. All conditions, commitments, and representations set forth in the Master Developer’s Agreement and any approved development plans shall be binding upon the Owner and any successors in interest.

Section 3: Zoning Map Amendment. The City Manager, or designee, is hereby directed to amend, alter, and implement the Official Zoning Map of the City of Umatilla to reflect the designation of the Property as Residential Planned Unit Development (PUD), 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 _____, 2026.

Christopher Creech, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham
City Clerk

Jennifer Cotch
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

MASTER DEVELOPER'S AGREEMENT

This Developer's Agreement (the "Agreement") is made this 20 day of January, 2026, by and between the CITY OF UMATILLA, a Florida municipal corporation ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, and Jason A. Moss and Desiree M. Moss ("Owner"), whose address is 41705 Carrie Lane, Altoona, Florida, 32702, hereinafter referred to collectively as the "Parties."

RECITALS

1. The Owner desires to rezone approximately 11.56 ± acres of property within the City of Umatilla, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").
2. The Owner desires to rezone the Property as set forth herein.
3. The Property is currently located within the City of Umatilla having a Future Land Use designation of "Agriculture" on the City's Future Land Use Map and zoned Lake County Agriculture (A).
4. Owner has filed applications rezoning from Lake County Agriculture (A) to City "Planned Unit Development" for the Property.
5. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.
6. The City of Umatilla has determined that the rezoning of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

ACCORDINGLY, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part thereof.

Section 2. Conditions Precedent. Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any Party unless and until: a) the City adopts an ordinance approving the rezoning and this Agreement; and b) this Agreement is executed by both Parties and recorded in the Official Records of Lake County, Florida. The parties hereto understand and acknowledge that the City is in no way bound to amend or rezone the Property. The City shall have the full and complete right to approve or deny the application for zoning amendment. However, if the City denies the application for zoning amendment, this Agreement shall be void and shall be of no further force and effect.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Plan" prepared by ____ dated ____ 2025, and attached as Exhibit "B" (the "Plan"). All development shall be consistent with City's Residential Planned Unit Development (PUD) zoning district as it currently exists and subject to City approval.

Section 4. Permitted Uses. Permitted Uses of the Property are as follows

- a. Single Family Detached Residential Dwelling Unit
- b. Accessory buildings and/or structures
- c. Home Occupations
- d. One (1) accessory dwelling unit
- e. Event/wedding venue, as an accessory commercial use to the residential use of the Property and subject to the operational standards set forth in Section 5.
- f. Short-term Vacation Rental
- g. Bed and Breakfast Inn

Section 5. Development Standards. Development Standards for the Property shall be as follows:

Setbacks

- a. Minimum Setback requirements shall be:

Front: Road Right of Way - Twenty-five feet (25')

Side: Road Right of Way - Twenty-five feet (25')

Another Lot - Ten feet (10'),

Rear: Road Right of Way - Twenty-five feet (25')

Another Lot - Fifteen feet (15')

Lake - Fifty feet (50')

Required landscape buffers shall supersede the minimum setbacks permitted by this section.

Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5').

- b. Maximum building height shall be limited to thirty-five feet (35').
- c. The maximum density shall not exceed 1 unit/acre.
- d. The minimum lot size shall be one (1) acre.
- e. The minimum lot width shall be one hundred feet (100').

Accessory dwelling units.

- f. The Owner may utilize the existing accessory dwelling unit as a temporary residence until the detached single-family residence is constructed provided the detached single-family residence is constructed within eighteen (18) months of the effective date of this Agreement. If the detached single-family residence is not constructed and issued a certificate of occupancy within eighteen (18) months of the effective date of this Agreement, the Owner's right to use the existing accessory dwelling unit as a primary residence shall automatically terminate, and such structure shall thereafter be used only as an accessory dwelling unit consistent with this Agreement and the City's Land Development Regulations.
- g. The existing accessory dwelling may be utilized for short-term vacation rental, bed and breakfast inn, honeymoon sweet, or similar use once the detached single-family residence is issued a certificate of occupancy.

Event/Wedding Operating Conditions.

- h. All guests associated with the event and wedding venue shall depart by 10 p.m. EST.
- i. Music shall not create a noise disturbance pursuant to Article IV of the City Code of Ordinances.
- j. A food truck vendor may be utilized in association with the event and wedding venue.
- k. Due to public safety, all special events generating 250 visitors or more shall comply with the Special Event regulations of Article I, Section 6-6 of the Code of Ordinances, regardless of whether or not alcoholic beverages are served.
- l. Any proposed monument sign shall not exceed four feet (4') in height.
- m. Any zoning standard not specifically listed in this Agreement shall be in compliance with the AR-1 zoning district standards and other applicable sections of the Land Development Regulations.

Section 6. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by access onto Carrie Lane.

- a. The Owner shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Umatilla.
- b. A waiver to Chapter 9, Section 8(a) regarding roadways and streets is authorized. Access to the property may be provided by a twenty-five-foot (25') easement with a minimum of twenty feet (20') of all-weather stabilized surface capable of supporting emergency vehicles connected to Keene Road. The location of any additional easement shall be approved by the City Manager.
- d. All roads or related transportation improvements associated with the development will be privately owned and maintained. The City of Umatilla will not be responsible for the maintenance or repair of any of the roads or transportation improvements.

Section 7. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right-of-way.

Section 8. Water. Subject to the terms herein, Owner and its successors and assigns agree to obtain water, (hereafter, "Utilities") exclusively through purchase from City when the City makes such water services sufficient to service all uses of the Property available to the Property. The rates to be charged by City for Utilities to the Property shall be those rates and charges made by the City to its customers which are from time to time approved by the City Council or by any other governmental regulatory body from time to time having jurisdiction over such matters. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities as well as pay for the extension of facilities from City's eventual point of connection at the edge of the Property. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Septic systems may be used temporarily until central sewer service is available within 1,000 feet of the Property, at which time Owner shall connect to City utilities. Owner shall connect to City central sewer within one hundred eighty (180) days after written notice from the City that central sewer service is available within one thousand (1,000) feet of the Property.

Section 9. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including but not limited to water, police, and fire impact fees, as well as any impact fees adopted after the execution of the Agreement, at the adopted impact fee rate schedule at the time of building permit is issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available.

Section 10. Easements. Owner shall provide the City such public easements or right of way in form acceptable to the City Attorney, as the City deems necessary for utility services, including but not limited to water and drainage.

Section 11. Landscaping/Buffers. A Type "A" landscape buffer shall be installed and maintained along the entire north boundary of the Property, consistent with the City's Land Development Regulations. Such buffer shall be installed prior to issuance of a certificate of occupancy for any structure. Owner has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all existing applicable City of Umatilla Land Development Regulations pertaining to tree removal and replacement, subject to limitations or modifications by Florida Statute.

Section 12. Stormwater Management. Owner agrees to provide at Owner's expense a stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 13. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third-party providers, police and fire protection, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other property owners within the City.

Section 14. Signage. Signage shall be in compliance with all applicable regulations contained within the City of Umatilla's Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

Section 15. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 16. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards. In the event of a conflict between this Agreement and the City's Land Development Regulations, the specific standards expressly set forth in this Agreement shall control.

Section 17. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 18. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, *Florida Statutes*.

Section 19. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 20. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement. Owner shall notify the City in writing of any transfer of ownership. This Agreement shall be recorded in the Official Records of Lake County at Owner's expense.

Section 21. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 22. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 23. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286 352-669-3125 Telephone
Copy to:	Mayor City of Umatilla P.O. Box 2286 Umatilla, Florida 32784-2286 352-669-3125 Telephone Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone
As to Owner:	Jason A. and Desiree M. Moss 41705 Carrie Lane Altoona, FL 32702 352-455-5899

Section 24. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 25. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate ten (10) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 26. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 27. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

IN WITNESS WHEREOF, the parties have set their hands and seals this 20 day of January, 2025.

CITY OF UMATILLA, FLORIDA

By: _____
Christopher Creech, Mayor

ATTEST:

Jessica Burnham
City Clerk

WITNESSES:

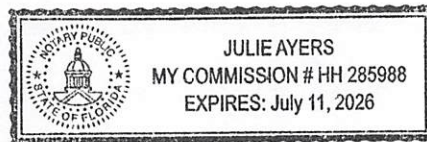
Lisa Hawkins
Printed Name: Lisa Hawkins
Jenifer Cook
Printed Name: Jenifer Cook

JASON A. MOSS
Jason A. Moss

STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 6 day of January, 2025, by JASON A. MOSS, who is personally known to me ☒ or has produced _____ as identification.

Julie Ayers
(Signature of Notary Public - State of Florida)



Name of Notary Public: Julie Ayers
(Print, Type, or Stamp Commissioned Name of Notary Public)

Commission No.: HH285988
My Commission Expires: 7-11-2026

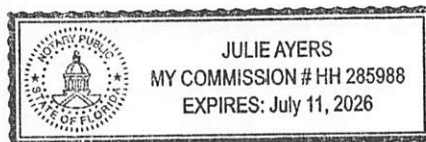
Lisa Hawkins
Printed Name: Lisa Hawkins
Jenifer Cook
Printed Name: Jenifer Cook

DESIREE M. MOSS
Desiree Moss

STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of January, ~~2025~~²⁰²⁶, by DESIREE M. MOSS, who is personally known to me ✓ or who has produced _____ as identification.

Julie Ayers
(Signature of Notary Public - State of Florida)



Name of Notary Public: Julie Ayers
(Print, Type, or Stamp Commissioned Name of Notary Public)

Commission No.: HH285988
My Commission Expires: 7-11-2026



Business Impact Estimate Exemption

Ordinance 2025- K2, Moss Rezoning PUD

Summary of Ordinance: AN ORDINANCE OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, REZONING APPROXIMATELY 11.56 + ACRES OF LAND FROM LAKE COUNTY AGRICULTURE TO CITY RESIDENTIAL PLANNED UNIT DEVELOPMENT (PUD), FOR PROPERTY OWNED BY JASON AND DESIREE MOSS, GENERALLY LOCATED SOUTH OF KEENE ROAD AND WEST OF CARRIE LANE; APPROVING A MASTER DEVELOPER'S AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING UPDATES TO THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a

¹ See Section 166.041(4), Florida Statutes.

comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: January 12, 2026

MEETING DATE: January 20, 2026

SUBJECT: First Reading of Ordinance No. 2026-A, Council Salaries 2026

BACKGROUND SUMMARY:

The City Charter authorizes the City Council to set the compensation of elected officials by ordinance. The current compensation levels for the Mayor and City Council members are established in Section 2-16 of the City of Umatilla Code of Ordinances. At the December 16, 2025 City Council meeting, the Council determined that an adjustment to elected official compensation was appropriate and directed that the Code be amended accordingly. The proposed ordinance revises Section 2-16 to increase the monthly compensation for City Council members from \$400 to \$600 and for the Mayor from \$500 to \$700 for their service in regular and special meetings, workshops, and official duties.

RECOMMENDATIONS:

Approval of Ordinance No. 2026-A, Council Salaries 2026

FISCAL IMPACTS:

FY 2026 - \$9,688.50, annually thereafter - \$12,918

ATTACHMENTS:

1. Ordinance No. 2026-A, Council Salaries 2026
 2. business-impact-estimate-_Ord 2026-A
-

ORDINANCE NO. 2026-A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, SECTION 2-16 OF THE CITY OF UMATILLA CODE OF ORDINANCES, RELATING TO COMPENSATION OF THE MAYOR AND CITY COUNCIL MEMBERS; SETTING FORTH A REVISED SCHEDULE OF MONTHLY COMPENSATION FOR THE MAYOR AND CITY COUNCIL MEMBERS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III, Section 4 of the City Charter authorizes the City Council to change the rate of pay of elected officials by ordinance; and

WHEREAS, the current compensation for the Mayor and City Council members is set forth in Section 2-16 of the City of Umatilla Code of Ordinances, as adopted by Ordinance 2016-A; and

WHEREAS, at a duly noticed meeting held on December 16, 2025, the City Council determined that an adjustment to the monthly compensation of the Mayor and City Council members was appropriate; and

WHEREAS, the City Council desires to amend the Code of Ordinances to reflect the revised compensation amounts.

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

SECTION 1. Recitals. The above recitals are true and correct.

SECTION 2. Amendment. Chapter 2, Article II, Section 2-16 of the City of Umatilla Code of Ordinances, entitled "Compensation," is hereby amended to read as follows:

(newly added text is underlined, deleted text is ~~struck through~~)

Sec. 2-16. - Compensation.

The city council and mayor shall be compensated as follows:

- (1) The city council members other than the mayor shall receive the sum of ~~four~~ six hundred dollars (~~\$400.00~~) (\$600.00) per month for regular and special city council meetings and workshops.

- (2) The mayor shall receive the sum of ~~five~~ seven hundred dollars ~~(\$500.00)~~ (\$700.00) per month for regular and special city council meetings, workshops, and other duties performed.
- (3) No council member shall be paid any sum as compensation accruing after the date of the council member's resignation, death, recall, impeachment, or the conclusion of the council member's term of office.
- (4) Each councilmember and the mayor shall be allowed two (2) absences from regular or special meetings each year with pay, and in all other absences pay may be allowed at the discretion of the city council.
- (5) ~~In the event that the duly elected mayor is unable to fulfill the duties of the office and the president of the city council is required to fill the position as acting mayor, an additional stipend of two hundred twenty-five dollars (\$225.00) per month shall be paid to the elected official performing both duties as council president and acting mayor.~~
- ~~(6)~~—The planning and zoning board members shall receive fifty dollars (\$50.00) per diem per planning and zoning board meeting attended.

Section 3. Conflicts. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council of the City of Umatilla, Florida.

PASSED AND ADOPTED this ____ day of _____, 2026, by the City Council of the City of Umatilla, Florida.

CITY OF UMATILLA, FLORIDA

By: _____
Christopher Creech, Mayor

ATTEST:

Jessica Burnham, City Clerk, CMC, FCRM

Approved as to Form:

Jennifer Cotch, City Attorney



Business Impact Estimate Exemption

Ordinance 2026-A, Council Salaries

Summary of Ordinance: **ORDINANCE NO. 2026-A**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, SECTION 2-16 OF THE CITY OF UMATILLA CODE OF ORDINANCES, RELATING TO COMPENSATION OF THE MAYOR AND CITY COUNCIL MEMBERS; SETTING FORTH A REVISED SCHEDULE OF MONTHLY COMPENSATION FOR THE MAYOR AND CITY COUNCIL MEMBERS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a

¹ See Section 166.041(4), Florida Statutes.

comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: January 12, 2026

MEETING DATE: January 20, 2026

SUBJECT: Letter Of Concern Regarding Proposed Legislation Increasing Sovereign Immunity Cap Limits

BACKGROUND SUMMARY:

Public Risk Management (PRM) is the self-insured intergovernmental risk pool that provides property, casualty, and liability coverage to the City of Umatilla and other local governmental entities. PRM has advised its member entities of pending and renewed legislative efforts during the 2025–2026 Florida Legislative Session to increase the statutory sovereign immunity tort cap limits set forth in section 768.28, Florida Statutes.

Specifically, House Bill 145 proposes to increase the current sovereign immunity limits from \$200,000 per person and \$300,000 per occurrence to \$500,000 per person and \$1,000,000 per occurrence, with future increases contemplated in subsequent years. PRM's legal counsel has advised that such increases would have a material and adverse impact on PRM member entities by significantly increasing liability exposure, excess insurance premiums, and overall risk management costs.

PRM has circulated a formal letter opposing the proposed legislation and has provided a sample letter for member entities to submit to their respective Senators and Representatives. As a member of PRM, the City of Umatilla is encouraged to formally communicate its concerns to state legislators regarding the financial, operational, and service-level impacts that would result from increased sovereign immunity caps.

RECOMMENDATIONS:

Authorize the Mayor to execute and transmit a letter of concern to the City's state legislative delegation opposing House Bill 145 and any similar legislation that would increase sovereign immunity cap limits beyond those currently established under Florida law.

FISCAL IMPACTS:

While the proposed legislation does not have an immediate direct fiscal impact, adoption of increased sovereign immunity caps would likely result in significant future cost increases to the City, including higher insurance premiums, greater exposure to adverse judgments and settlements, and potential reductions in municipal services due to increased liability-related expenditures.

ATTACHMENTS:

1. PRM Board LTR.060- Opposition to Sovereign Immunity Legislation
 2. Letter of Concern
-

ROPER & ROPER, P.A.

ATTORNEYS AT LAW

Est. 1996

Donovan A. Roper, Esquire
Teresa S. Roper, Esquire
Ian Depagnier, Esquire
Melissa Zeglen, Esquire
R. Dustyn Ring, Esquire

116 N. Park Avenue
Apopka, Florida 32703

Telephone: 407-884-9944
Facsimile: 407-884-4343

Beth Lewis, Florida Registered Paralegal
Kelley Roper, Florida Registered Paralegal
Lindsey Blackburn, ACP, Florida Registered Paralegal

Email: email@roperandroper.com
Satellite office: Palatka, Florida

December 30, 2025

Sent via email only

PRM Board Members (GHT and P&C Pools)

Re: **Legal Update- Urgent Update, and Request of PRM Membership, Regarding Florida Legislation Concerning Increasing Sovereign Immunity Cap Limits.**

Dear Members,

Please allow this email to serve as a follow up to my discussion at the last PRM P&C Pool Board Meeting, and renewed request that our Members continue to actively oppose the current legislative attempts in both the Florida Senate and House of Representatives (House Bill 145) to increase the sovereign immunity tort cap limits of Florida Statute § 768.28(5).

Please be advised that members of the House Budget Committee recently voted 22-2 in favor of House Bill 145, which would raise the State's existing payout caps on awards against governmental entities to \$500,000 per person and \$1,000,000 per incident or occurrence, up from \$200,000 and \$300,000, respectively. Under HB 145, those elevated caps would raise again in five years to \$600,000 and \$1.2 million respectively. HB 145 will next go to the House Judiciary Committee which would be its last stop before reaching the Floor of the House of Representatives. The Senate has a filing deadline currently of January 9th to file a companion bill similar to HB 145.

Please also note that the 2025 version of a similar sovereign immunity increase passed the House of Representatives on a 103-11 vote in April, 2025, marking the first time a bill to raise Florida Sovereign Immunity caps has cleared that chamber. However, that House bill went on to stall out in the Senate, where the companion bill sponsored by St. Petersburg Republican Senator Nick ViCeglie died without any hearing.

Based upon the House of Representatives vote in April of this year, it would be reasonable to expect that HB 145 will have traction on the Floor of the House of Representatives once it clears the House Judiciary Committee, and therefore we are once again enlisting any and all PRM member entities to actively lobby against its passage in both the Florida Senate as well as the House of Representatives.

Therefore, ***we again strongly recommend that if you have not yet reached out to your respective Senators or House Representatives, please do so immediately to advise them of the detrimental impact this bill will have on your respective local governmental entity, and that you would request that they oppose any increase over the current sovereign immunity cap limits currently in place.*** Last year, our broker at WRM advised that a sovereign immunity cap increase to \$1million would result in no less than a 25% increase in increased liability premiums for all PRM member entities for the coverage periods following the enactment date of such a statute. In addition, we also recommend that if you have not already sent out PRM's sample letter to your Senators and Representatives recently in response to these pending Bills, that you do so now. We have attached a sample correspondence, in Word format, for your entity to consider using in actively opposing this active legislation

Thank you for your urgent attention to this matter. We will attempt to keep you appraised of any significant changes or outcomes regarding this bill. Should you have any questions, please do not hesitate to contact me. Thank you, and I remain,

Very truly yours



DONOVAN A. RORER

DAR/bl

cc: Robbie Chartier, PRM
Tia O'Neil, PRM
Brian Holobicky, PRM
Renee Hudson, PRM
Mary Ann Whitney, PRM
Hasib Bangloria, WRM
Sheila Hickman, PRM
Tabetha Pitman, PRM



City of Umatilla

"NATURE'S HOMETOWN"

January 20, 2026

The Honorable Senator Keith Truenow
Lake County Agricultural Center
1951 Woodlea Road
Tavares, FL 32778

The Honorable Representative Nan Cobb
343 North Bay Street
Eustis, FL 32726-3434

RE: Letter of Concern – Proposed Legislation Increasing Sovereign Immunity Caps

Dear Senator Truenow and Representative Cobb,

On behalf of the City of Umatilla, Florida, this letter is submitted to formally express our serious concern regarding House Bill 145, titled *Sovereign Immunity*, and any similar legislative efforts that would increase the sovereign immunity tort cap limits currently established under section 768.28, Florida Statutes.

As proposed, House Bill 145 would substantially increase the sovereign immunity limits from the current \$200,000 per person and \$300,000 per occurrence to \$500,000 per person and \$1,000,000 per occurrence, with further increases contemplated in future years. Such changes would materially increase the City's exposure to tort liability and would have significant adverse financial consequences for our community.

The City of Umatilla is a member of Public Risk Management (PRM), a self-insured intergovernmental risk pool utilized by local governments, special districts, and other public entities throughout Florida to manage liability exposure and control insurance costs. Based on information provided by PRM and its legal counsel, increasing sovereign immunity caps would likely result in substantial increases in liability insurance premiums, excess coverage costs, and litigation exposure for PRM member entities, including the City.

These increased costs would place additional strain on already limited municipal resources, particularly as local governments continue to address infrastructure needs, public safety demands, and recovery efforts following recent severe storm events. Ultimately, increased liability exposure and insurance costs may necessitate higher taxes or reductions in essential public services, outcomes that would directly and negatively affect our residents.

For these reasons, the City of Umatilla respectfully urges you to oppose House Bill 145 and any future legislation that would increase sovereign immunity caps beyond their current statutory limits.

January 12, 2026

We believe that the existing framework appropriately balances governmental accountability with the fiscal realities faced by local governments.

Thank you for your consideration of the City's concerns. Please do not hesitate to contact us should you wish to discuss this matter further.

Sincerely,

Christopher Creech
Mayor

cc: Aaron Mercer, City Manager
Robbie Chartier, PRM Executive Director
PRM-GHT Executive Board of Directors



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE:

MEETING DATE: January 20, 2026

SUBJECT: Purchase of 55 Guerrant Street and Adjacent Lot

BACKGROUND SUMMARY:

On October 21, 2025, the CRA Advisory Board directed staff to obtain an appraisal for the subject property to evaluate whether acquisition would be feasible for potential use as downtown public parking. The property is located at Guerrant Street and S Kentucky Avenue just west of the radio station building and is currently vacant, consisting of approximately .41 acres zoned C-1 Neighborhood Commercial. The appraisal was requested to establish current market value and support Council's consideration of whether to proceed with acquisition of the vacant parcels for municipal parking purposes.

On December 11, 2025, Joseph Saunders of Saunders Appraisal in Clermont provided an appraisal value of \$68,000 for the two vacant parcels, indicating that the subject property's highest and best use is future use as a single family residence. The appraisal stated that "the subject vacant lot was visually inspected from the front. No adverse site conditions, easements, or encroachments were observed upon inspection". The sellers indicated they are not interested in selling it at that price.

RECOMMENDATIONS:

Provide City Staff and Counsel direction regarding how to proceed with the prospective purchase.

FISCAL IMPACTS:

TBD

ATTACHMENTS:

1. Guerrant St Vacant parcels at S Kentucky Avenue
-

APPRAISAL OF REAL PROPERTY



LOCATED AT

Guerrant St
Umatilla, FL 32784
See Addendum - 2 Parcels

FOR

City of Umatilla
PO Box 2286, 1 S Central
Umatilla, FL 32784

OPINION OF VALUE

68,000

AS OF

12/02/2025

BY

Joseph Saunders
Saunders Appraisals
721 West Ave
Clermont, FL 34711
(352) 552-4808
SaundersAppraisals@gmail.com

LAND APPRAISAL REPORT

File No.: 251208

TRANSFER HISTORY

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.
Data Source(s):

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing:	The subject last sold in January 2025 for \$350,000. This sale included multiple parces, one of which had a commercial building.
Date: 01/06/2025		
Price: 350,000		
Source(s): Lake County Public Records		
2nd Prior Subject Sale/Transfer		
Date:		
Price:		
Source(s):		

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Guerrant St Umatilla, FL 32784	0 Ogden Ave Umatilla, FL 32784		0 Sunset Ave Umatilla, FL 32784		0 Owens Ln Umatilla, FL 32784	
Proximity to Subject		0.41 miles N		0.46 miles N		0.59 miles NW	
Sale Price	\$ n/a		\$ 120,000		\$ 75,500		\$ 150,000
Price/ Sq.Ft.	\$	\$ 4.80		\$ 2.06		\$ 3.09	
Data Source(s)	Inspection	StellarMLS#G5098107		StellarMLS#TB8361582		StellarMLS#G5097077	
Verification Source(s)	Lake Co PA	Lake Co PA		Lake Co PA		Lake Co PA	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+ (-) % Adjust	DESCRIPTION	+ (-) % Adjust	DESCRIPTION	+ (-) % Adjust
Sales or Financing	n/a	Cash		Cash		Cash	
Concessions	n/a	0		0		0	
Date of Sale/Time	n/a	10/07/2025		04/16/2025		07/03/2025	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Umatilla	Umatilla		Umatilla		Umatilla	
Site Area (in Sq.Ft.)	18,132	25,000 +5		36,590 +10		48,614 +15	
Topography	Level/Dry	Level/Dry		Level/Dry		Level/Dry	
View	Residential	Residential		Residential		Residential	
Configuration	Corner/Rectangle	Interior/Rectangle +5		Corner/Triangle		Interior/Rectangle +5	
Zoning	UR-5	UR-5		UR-5		UR-5	
Net Adjustment (Total, in \$)		☒ + ☐ -	\$ 12,000	☒ + ☐ -	\$ 7,538	☒ + ☐ -	\$ 30,043
Net Adjustment (Total, in % of \$ / Sq.Ft.)			(10 % of \$/Sq.Ft.)		(10 % of \$/Sq.Ft.)		(20 % of \$/Sq.Ft.)
Adjusted Sale Price (in \$ / Sq.Ft.)			\$ 5.28		\$ 2.27		\$ 3.71
Summary of Sales Comparison Approach All 3 comparables are located within the subject's neighborhood and considered like-kind properties. Not all adjustments in the Sales Comparison Approach can be extracted or supported by the available market data with a high degree of accuracy. Some adjustments have an element of subjectivity and professional judgment which the appraiser has applied based on prior observations of the reactions of typical/knowledgeable buyers; and sellers' in the marketplace. The sales used are considered the best available, most similar to the subject. Most weight was given to sales 1-3 which were the most recent-similar sales within the subject neighborhood. All three comparable sales were adjusted upward for thier larger site sizes (larger land parcels typically sell for higher unit sale prices). Comparable sales 1 & 3 were interior lots and were adjusted upward. The subject's location, which is close to core commercial development was considered offsetting based on the potential uses allowed.							

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.
Legal Name of Project:
Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 67,995 or \$ 3.75 per Sq.Ft.
Final Reconciliation The Sales Comparison Approach is the best indicator of value because it best represents current market trends and buyer motivations. The Cost Approach was developed, but was not given any weight. The Income Approach to value was not developed since the subject is n
This appraisal is made ☒ "as is", or ☐ subject to the following conditions: Equal weight was given to all three sales. The estimate of market value was concluded at \$3.75 per square foot, or \$67,995, rounded to \$68,000.
☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.
Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 68,000 , as of: 12/02/2025 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 15 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☐ Scope of Work
☐ Limiting cond./Certifications ☐ Narrative Addendum ☐ Location Map(s) ☒ Flood Addendum ☐ Additional Sales
☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐ Hypothetical Conditions

SIGNATURES

Client Contact: Client Name: City of Umatilla
E-Mail: Address: PO Box 2286, 1 S Central , Umatilla, FL 32784

APPRaiser

Appraiser Name: Joseph Saunders
Company: Saunders Appraisals
Phone: (352) 552-4808 Fax:
E-Mail: SaundersAppraisals@gmail.com
Date of Report (Signature): 12/11/2025
License or Certification #: Cert Gen RZ3554 State: FL
Designation:
Expiration Date of License or Certification: 11/30/2026
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)
Date of Inspection: 12/02/2025

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:
Company:
Phone: Fax:
E-Mail:
Date of Report (Signature):
License or Certification #: State:
Designation:
Expiration Date of License or Certification:
Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection:

GP LAND

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3/2007

Page 134 of 153

Supplemental Addendum

File No. 251208

Borrower									
Property Address	Guerrant St								
City	Umatilla	County	Lake	State	FL	Zip Code	32784		
Lender/Client	City of Umatilla								

Parcel Number & Legal Description:

13-18-26-1501-00A-00200 -UMATILLA, ANNA D GUERRANT BLK A SUB PB 5 PG 36 LOT 2 BLK A ORB 6462 PG 2459

13-18-26-1501-00A-00100 -UMATILLA, ANNA D GUERRANT BLK A SUB PB 5 PG 36 LOT 1 BLK A ORB 6462 PG 2459

Subject Photo Page

Borrower					
Property Address Guerrant St					
City	Umatilla	County	Lake	State	FL Zip Code 32784
Lender/Client City of Umatilla					



Subject Front

Guerrant St	
Sales Price	n/a
Gross Living Area	32
Total Rooms	
Total Bedrooms	
Total Bathrooms	
Location	Umatilla
View	
Site	18,132
Quality	
Age	



Subject Street



Subject Street

Subject Photograph Addendum

Borrower					
Property Address Guerrant St					
City	Umatilla	County	Lake	State	FL Zip Code 32784
Lender/Client City of Umatilla					



Subject



Subject



Subejct



Subject

Comparable Photo Page

Borrower									
Property Address	Guerrant St								
City	Umatilla	County	Lake	State	FL	Zip Code	32784		
Lender/Client	City of Umatilla								

Comparable 1

0 Ogden Ave
Prox. to Subject 0.41 miles N
Sale Price 120,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Umatilla
View
Site 25,000
Quality
Age

Comparable 2

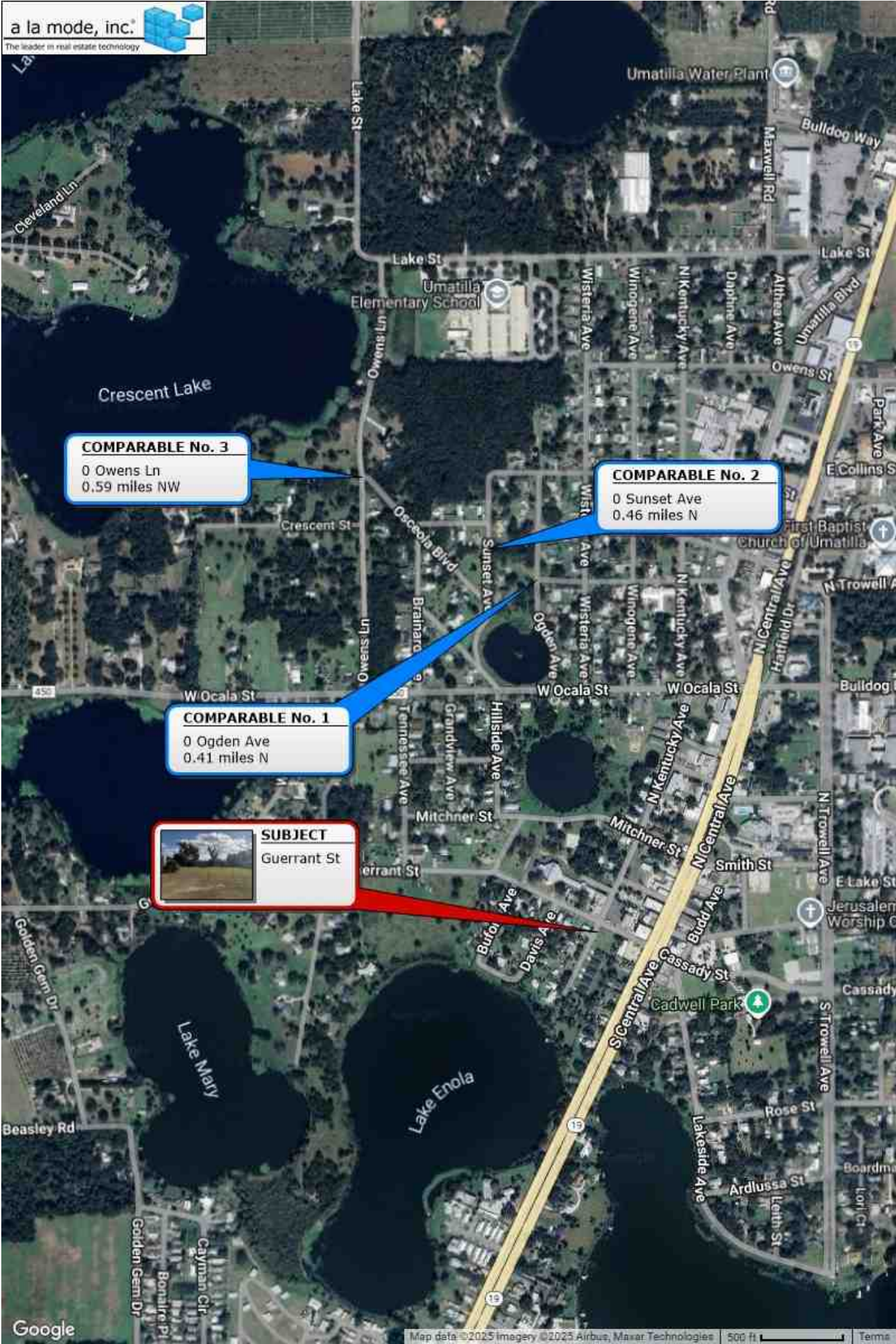
0 Sunset Ave
Prox. to Subject 0.46 miles N
Sale Price 75,500
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Umatilla
View
Site 36,590
Quality
Age

Comparable 3

0 Owens Ln
Prox. to Subject 0.59 miles NW
Sale Price 150,000
Gross Living Area
Total Rooms
Total Bedrooms
Total Bathrooms
Location Umatilla
View
Site 48,614
Quality
Age

Location Map

Borrower					
Property Address	Guerrant St				
City	Umatilla	County	Lake	State	FL
Lender/Client	City of Umatilla	Zip Code	32784		



Aerial/Parcel Map



December 11, 2025

Override 1

☐ Override 1

☐ Tax Parcels

Tax Parcels Alternate Key

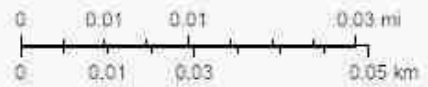
Boundary Line Dimensions

Local Streets 1K

Street Names

 County Boundary

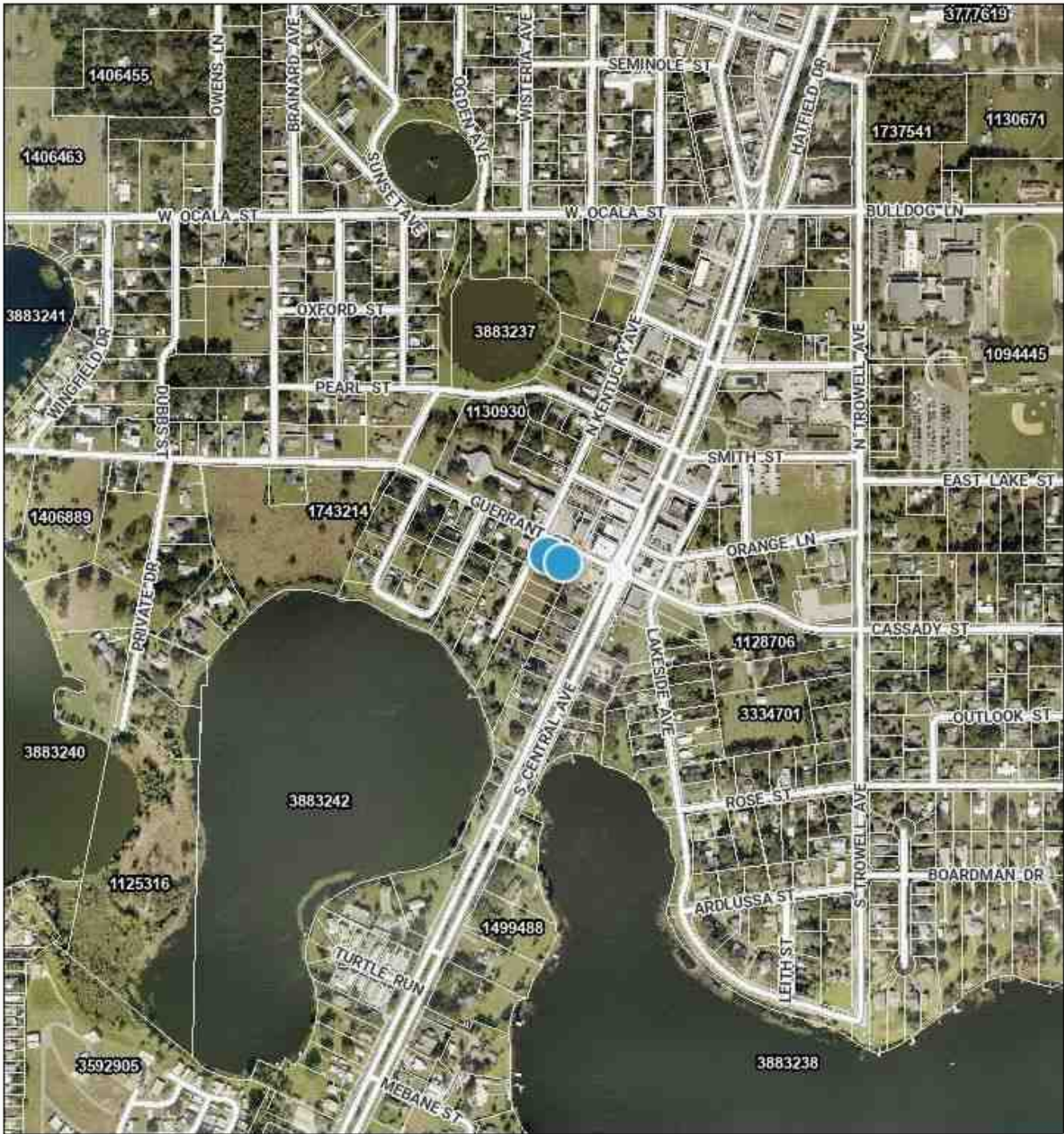
1-1,000



LIFE 500

Lake County Board of County Commissioners

Extended Aerial



December 11, 2025

- Override 1

Override 1

Tax Parcels
- Tax Parcels Alternate Key

Local Streets 10K

Street Names

County Boundary

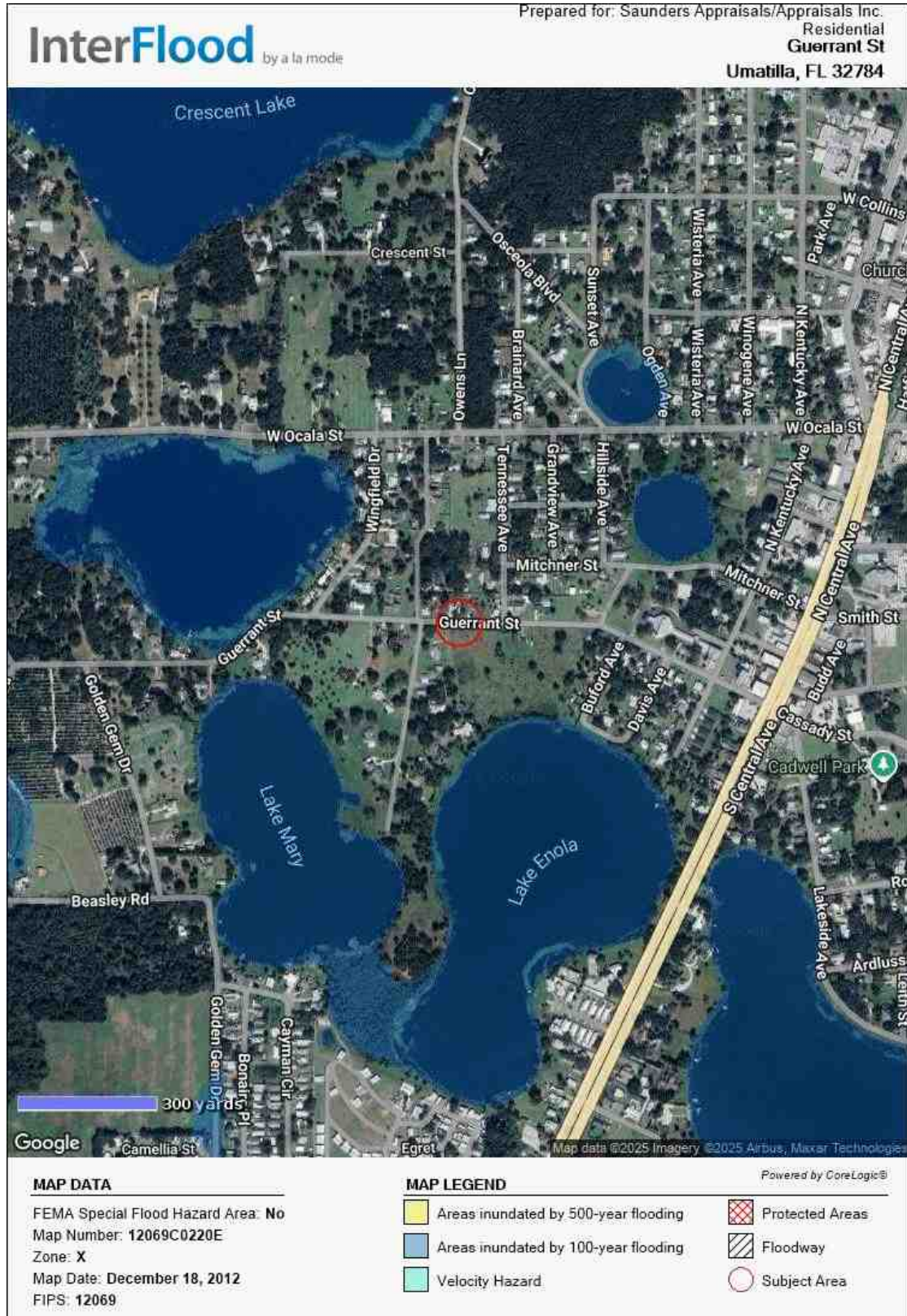


LAR 800

Lake County Board of County Commissioners

Flood Map

Borrower					
Property Address	Guerrant St				
City	Umatilla	County	Lake	State	FL Zip Code 32784
Lender/Client	City of Umatilla				



USPAP Compliance Addendum

Loan #
File # 251208

Borrower			
Property Address	Guerrant St		
City	Umatilla	County	Lake
		State	FL
		Zip Code	32784
Lender/Client	City of Umatilla		

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

☒ Appraisal Report

This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report

This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b). The intended user of this report is limited to the identified client. This is a Restricted Appraisal Report and the rationale for how the appraiser arrived at the opinions and conclusions set forth in the report may not be understood properly without the additional information in the appraiser's workfile.

ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

☐ The statements of fact contained in this report are true and correct.

☐ The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

☐ I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.

☐ I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

☐ My engagement in this assignment was not contingent upon developing or reporting predetermined results.

☐ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

☐ My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

☐ This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

PRIOR SERVICES

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

PROPERTY INSPECTION

☐ I have NOT made a personal inspection of the property that is the subject of this report.

☒ I HAVE made a personal inspection of the property that is the subject of this report.

APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

ADDITIONAL COMMENTS

Additional USPAP related issues requiring disclosure and/or any state mandated requirements:

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

☒ A reasonable marketing time for the subject property is 90-180 day(s) utilizing market conditions pertinent to the appraisal assignment.

☒ A reasonable exposure time for the subject property is 90-180 day(s).

APPRAISER	SUPERVISORY APPRAISER (ONLY IF REQUIRED)
Signature  Name Joseph Saunders Date of Signature 12/11/2025 State Certification # Cert Gen RZ3554 or State License # State FL Expiration Date of Certification or License 11/30/2026 Effective Date of Appraisal 12/02/2025	Signature Name Date of Signature State Certification # or State License # State Expiration Date of Certification or License Supervisory Appraiser Inspection of Subject Property ☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

Assumptions, Limiting Conditions & Scope of Work

File No.: 251208

Property Address:	Guerrant St	City:	Umatilla	State:	FL	Zip Code:	32784
Client:	City of Umatilla	Address:	PO Box 2286, 1 S Central , Umatilla, FL 32784				
Appraiser:	Joseph Saunders	Address:	721 West Ave, Clermont, FL 34711				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.

- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications

File No.: 251208

Property Address:	Guerrant St	City:	Umatilla	State:	FL	Zip Code:	32784
Client:	City of Umatilla	Address:	PO Box 2286, 1 S Central , Umatilla, FL 32784				
Appraiser:	Joseph Saunders	Address:	721 West Ave, Clermont, FL 34711				

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

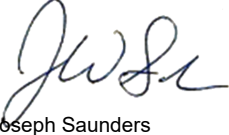
Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and

SIGNATURES	Client Contact:	Client Name:	City of Umatilla	
	E-Mail:	Address:	PO Box 2286, 1 S Central , Umatilla, FL 32784	
	APPRAISER		SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)	
				
	Appraiser Name:	Joseph Saunders		
	Company:	Saunders Appraisals		
	Phone:	(352) 552-4808	Fax:	
	E-Mail:	SaundersAppraisals@gmail.com		
	Date Report Signed:	12/11/2025		
	License or Certification #:	Cert Gen RZ3554	State:	FL
Designation:				
Expiration Date of License or Certification:		11/30/2026		
Inspection of Subject:		☒ Interior & Exterior ☐ Exterior Only ☐ None		
Date of Inspection:		12/02/2025		
		Supervisory or Co-Appraiser Name:		
		Company:		
		Phone:		
		Fax:		
		E-Mail:		
		Date Report Signed:		
		License or Certification #:		
		State:		
		Designation:		
		Expiration Date of License or Certification:		
		Inspection of Subject:		
		☐ Interior & Exterior ☐ Exterior Only ☐ None		
		Date of Inspection:		

Appraiser License



Ron DeSantis, Governor

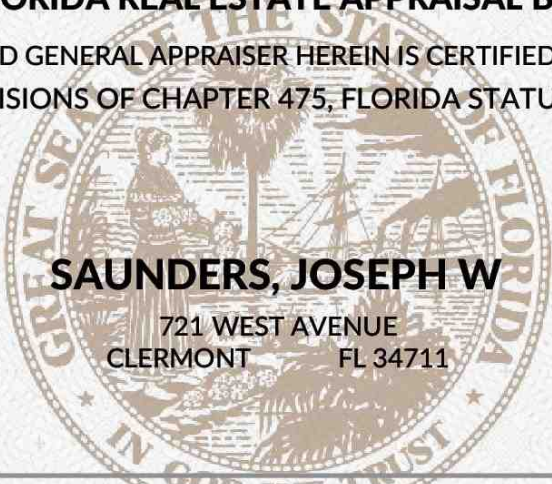
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES



SAUNDERS, JOSEPH W

721 WEST AVENUE
CLERMONT FL 34711

LICENSE NUMBER: RZ3554

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/22/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Umatilla Public Library FY 24-25

December 2025

	Dec-25	Q 1	FY 25-26
Visits (<i>door count halved</i>)	3,417	11,307	11,307
Checkouts	2,096	7,233	7,233
E-Books (digital)	572	1,718	1,718
Total Circulation	2,668	8,951	8,951
FL ILL Received	1	3	3
FL ILL Lent	8	12	12
New Patrons	18	93	93
Patron Computer Sessions	332	1,075	1,075
Wi-Fi Clients Served	Not Avail.	-	-
Adult Volunteer Hours		-	-
Attendance Family Programs	88	537	537
Attendance Adult Programs	40	260	260
Attendance Teen Programs	79	283	283
Attendance Juvenile Programs	186	829	829
Total # of Programs	36	147	147
Meeting room Rental	-	-	-
Cash to city (including cc)	\$531.88	\$1,698.98	\$1,698.98

Highlights

Christmas fun at the library included a visit from Santa, who delighted children with his “real” beard. The adults enjoyed a cookie exchange featured tasty treats, hot cocoa and spiced apple cider. Staff member Brandy Redd’s mother taught patrons how to make Christmas Trees & Angels from old books.

New at the library:

The library now provides free access to blood pressure monitoring kits. Thanks to collaborative partnership between the Lake County Library System, the American Heart Association, and HCA Florida Healthcare, we now have Omron kits available and two extra-large cuffs. Four of the kits are available for check-out and one is kept permanently at the library so we will always have a kit available in-house. Anyone who needs to monitor their blood pressure for a few weeks may use a kit for free by checking it out with their library card.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

December 9, 2025 through December 15, 2025

ARREST

12/12/2025	2:08 a.m.	Knerr, Jeffery Umatilla	Loitering and prowling.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a			
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REPORTS FILED

12/09/2025	4:30 p.m.	Officers responded to Taco Bell reference a verbal dispute amongst juveniles. Juveniles were not trespassed just asked to leave and did so.	
12/09/2025	9:05 p.m.	Officers responded to a suspicious person in the area of North Orange Avenue and East Collins Street. It was reported that a person was laying on the side of the road and did not respond to the caller. Officers checked on the person and all was okay.	
12/10/2025	2:07 p.m.	Officers were on routine patrol when they were flagged down by the Umatilla Public Library reference a verbal dispute in the parking lot. Everyone was interviewed statements were taken and a report was done.	
12/11/2025	1:56 p.m.	Officers responded to a verbal dispute in progress in the area of East Collins Street. Dispute was verbal only parties separated.	
12/12/2025	3:02 p.m.	Officers responded to a business alarm at L & M Enterprises. All was okay.	
12/13/2025	12:23 a.m.	Officers responded to a residence in the area of Bull Frog Lane reference a person needing medical attention. Person was transported to Lifestream Behavioral Center for treatment under the Baker Act.	
12/14/2025	9:31 p.m.	Officers responded to Cadwell Park reference a suspicious person. The subject had appeared to have set up camp at the skate park. Subject was given extensive information reference park hours. Subject cleaned up the mess and left the park.	
12/14/2025	10:08 p.m.	Officers responded to assist the fire department reference a person needing medical attention in the area of Bonaire Place. Person was turned over to EMS.	

UMATILLA POLICE DEPARTMENT PRESS RELEASE

December 9, 2025 through December 15, 2025

ARREST

12/15/2025	12:54 a.m.	Officers responded to Recovery Village reference a person needing medical attention. They were turned over to EMS.
12/15/2025	7:42 p.m.	Officers responded to a verbal dispute in progress in the area of Wafford Street. Person was transported to Lifestreams Behavioral Center for treatment under the Baker Act.
12/15/2025	11:39 p.m.	Officers responded to 42404 State Road 19 reference a person needing medical attention. Person was turned over to EMS.
ARRESTS		1
DISPATCHED CALLS		134
TRAFFIC STOPS		26
TRAFFIC CITATIONS ISSUED		3

UMATILLA POLICE DEPARTMENT PRESS RELEASE

December 16, 2025 through December 21, 2025

ARREST

12/20/2025	5:56 p.m.	Vanschoonhoven, Shawn Umatilla	UPD assisted the Lake County Sheriffs Office with a warrant for 2 counts Installation or use of tracking devices; 1 count Unlawful use of a 2-way communications device.
12/20/2025	6:43 p.m.	Greybill, Steven Eustis	Breach of the peace.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

12/17/2025	4:19 a.m.	Mareci, Joseph Umatilla	Driving while license suspended/cancelled/revoked.
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REPORTS FILED

12/16/2025	2:03 a.m.	Officers responded to a business alarm at the Health Department.	
12/16/2025	7:27 a.m.	Officers responded to the area of Maxwell Road and Bulldog Way reference a suspicious person. Officer checked out with person they are leaving the area.	
12/17/2025	9:55 a.m.	Officers responded to civil complaint at a residence in the area of Cassady Street. An informational report was taken.	
12/17/2025	11:21 a.m.	Officer flagged down in the area of the police department. Person needed directions.	
12/17/2025	7:47 p.m.	Person walked into McDonalds asking for medical assistance. Officers responded and person was turned over to EMS.	
12/18/2025	9:29 a.m.	While on patrol 3 juveniles were in the area of Bulldog Lane and Trowell Avenue. All 3 were transported back to the high school and the Student Resource Officer was notified.	
12/18/2025	5:31 p.m.	Officers responded to the Umatilla Library reference a suspicious person. All was okay.	
12/18/2025	6:09 p.m.	Officers responded to a residence in the area of Dubbs Street reference a gas smell. Case was turned over to the Fire Department. The source was located. It was coming from a different home. All was okay.	

UMATILLA POLICE DEPARTMENT PRESS RELEASE

December 16, 2025 through December 21, 2025

ARREST

12/19/2025	7:44 a.m.	Officers responded to a suspicious person call for service in the are of Yentsch Lane. Person was just sleeping.
12/19/2025	11:23 a.m.	Officers responded to Cadwell Park reference a person needing medical attention. Person was trying to take a shower in the faucet. They were just extremely dirty.
12/19/2025	3:55 p.m.	Officers responded to Fish N' Chix and a person was trespassed.
12/19/2025	4:00 p.m.	Officers responded to the Superette and a person was trespassed.
12/19/2025	8:15 p.m.	Officers responded to a suspicious person at the Family Dollar. After speaking with officers the person left.
12/20/2025	1:01 a.m.	Officers responded to a residence on East Collins Street reference a person needing medical attention. Person was checked out by EMS.
12/20/2025	3:31 a.m.	Officers responded to a suspicious person call in the area of North Central Avenue and Palmetto Street. Officers checked out with person and he left the area.
12/20/2025	8:04 p.m.	Officers responded to a verbal dispute in progress in the area of Bull Frog Lane. Parties were separated and one left for the evening,
12/21/2025	6:19 p.m.	Officers responded to the skate park reference a juvenile not being picked up. He was turned over to family member.
12/21/2025	8:02 p.m.	Officers assisted the Lake County Sheriffs Department with a verbal dispute in the area Bryan Lane.

ARRESTS	2
DISPATCHED CALLS	118
TRAFFIC STOPS	22
TRAFFIC CITATIONS ISSUED	4

UMATILLA POLICE DEPARTMENT PRESS RELEASE

December 28, 2025 through January 5, 2026

ARREST

n/a

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a

REPORTS FILED

12/28/2025	8:52 a.m.	Officer was flagged down in the area of North Trowell Avenue and Bulldog Lane. Person needed directions.
12/28/2025	12:51 p.m.	Officers responded to a residence in the area of Sunrise Terrace reference a dispute. The dispute was verbal only.
12/29/2025	5:18 p.m.	Officers responded to a residence on East Collins Street reference a dispute. The dispute was verbal only.
12/29/2025	9:49 p.m.	Officers responded to a suspicious person in the area of South Trowell Avenue. Person was gone on arrival.
12/30/2025	11:36 a.m.	Officers responded to the area of Palm Court and Rose Street reference a person needing medical attention. Person was transported by EMS to Advent Waterman.
12/31/2025	11:30 a.m.	Officers responded to a residence in the area of Sunfish Lane to assist the Lake County Sheriffs Office reference a verbal dispute.
12/31/2025	12:36 p.m.	Officers responded to the area of North Trowell Avenue and Orange Lane reference a suspicious person. All was okay when officers arrived.
12/31/2025	5:04 p.m.	Officers assisted the Department of Children and Families to commence a case. It was determined that there was no criminal activity occurring.
01/01/2026	12:05 a.m.	Officers responded to a fire in a fenced in area of North Kentucky Avenue and West Ocala Street. Officer was able to extinguish fire. Umatilla Fire Department checked and all was okay.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

December 28, 2025 through January 5, 2026

ARREST

01/01/2026	1:06 a.m.	Officers responded to a residence in the area of Aragon Avenue reference a verbal dispute in progress. Parties separated for the evening.
01/02/2026	12:33 a.m.	Officers responded to the area of Cassady Street and North Orange Avenue reference a suspicious person. All was okay.
01/02/2026	9:46 a.m.	Officers responded to 400 Hatfield Drive, McDonalds reference a verbal dispute reference a person being parked in the handicap spot. When officers arrived the vehicle had been moved.
01/02/2026	3:38 p.m.	Officers responded to 550 Hatfield Drive First Baptist Church for property that was found. The items were collected and placed into property and evidence for safekeeping.
01/03/2026	11:34 a.m.	Officers responded to 810 N. Central Avenue, Jolly Rogers reference lost property. A report was taken.
01/04/2026	1:15 a.m.	Officers responded to a residence in the area of Boardman Drive reference a person needing medical attention. Person was turned over to EMS for transport to Advent Waterman.
ARRESTS		0
DISPATCHED CALLS		146
TRAFFIC STOPS		25
TRAFFIC CITATIONS ISSUED		5