UMATILLA CITY COUNCIL MEETING

May 5, 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
   - April 21, 2026, Regular City Council Minutes

PRESENTATIONS

2. Umatilla High School Scholarship Awards
3. Request from Anette Vazquez for Code Enforcement Lien Reduction — 546 Guerrant Street
4. Fraternal Order of Eagles Donation towards a K9-Police Officer
5. Closing of Owen Lane

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

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

6. * Tabled from April 21, 2026 Final Reading of Ordinance No. 2026-C, Twin Lakes PUD Amendment

NEW BUSINESS

7. Resolution No. 2026-04, FAA Airport Improvement Program (AIP) Project No. 3-12-0026-019-2026 for Taxiway and Taxilane Rehabilitation Design at Umatilla Municipal Airport
8. Partnership Agreement extension with the City of Umatilla and the Umatilla Chamber of Commerce

REPORTS

9. Staff Reports

ADJOURNMENT

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

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

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

UMATILLA CITY COUNCIL MEETING

April 21, 2026 at 6:00 PM

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

MINUTES

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

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

ROLL CALL

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

NOT PRESENT

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

AGENDA REVIEW

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

MINUTES REVIEW

1. Approval of Meeting Minutes
   - April 7, 2026, Regular City Council Minutes

MOTION BY VICE MAYOR DURBIN TO APPROVE APRIL 7, 2026, REGULAR CITY COUNCIL MINUTES; SECONDED BY COUNCIL MEMBER FETTEROLF. MOTION PASSED BY A

UNANIMOUS VOICE VOTE.

PRESENTATIONS

2. Ashley Williams, Library Assistant I, "Teen Eats Program at the Library".

Ashley Williams, Library Assistant I, provided an overview of the Teen Eats after-school program at the Umatilla Public Library. Ms. Williams explained that the program serves middle and high school students and focuses on teaching practical cooking skills that participants can use at home. In addition to cooking, teens learn how to follow recipes, clean up after themselves, and develop basic kitchen responsibility.

Ms. Williams stated that the program is funded through the Friends of the Library group and patron donations. She also highlighted efforts to involve the local community by inviting local restaurants to participate, providing hands-on experiences for the teens. Guest participants have included Chef Jesse from PizzAmoré (November 2025), the owner of Bear's Beans and Bagels (January 2026), and Mi Gordita Loca Mexican Restaurant (April 2026), each offering unique instruction and exposure to different cooking techniques.

3. Time Capsule Presentation

Amy Stultz, Library Director, presented a proposal for a time capsule project in celebration of America250, commemorating the 250th anniversary of the signing of the Declaration of Independence. Ms. Stultz explained that the project would be incorporated into the Library's Summer Reading Program and would serve as a "Declaration of Hope" for the future, with participation from City Council, staff, and residents.

Ms. Stultz outlined options for the duration of the capsule (50, 100, or 250 years), as well as potential installation locations, including the Library grounds or the cemetery, with assistance from Public Works. She also proposed that City Council participate in an installation ceremony, provide remarks as local dignitaries, and sign a "Declaration of Hope" and autograph book to be included in the capsule.

Additionally, Ms. Stultz discussed expanding the scope of the project from a library-focused effort to a citywide initiative, with multiple capsule size options under consideration to accommodate broader community contributions. Funding ideas, including potential fundraising efforts, were also discussed.

Following discussion, City Council provided direction to move forward with a 50-year time capsule and to further explore Option 4, which allows for individual capsules. Council also supported the concept of using this option as a fundraiser for the Library.

PUBLIC COMMENT

Mayor Creech opened public comment

Charelle Burgess, representing the Umatilla Chamber of Commerce, provided an update on Chamber activities and membership, noting there are currently 150 members. Ms. Burgess highlighted recent events, including a Lunch and Learn on April 2, attendance at the museum's BBQ on April 9, and the Chamber Golf Tournament on April 10, which raised local funds to support three $1,000 scholarships for Umatilla High School students. She also provided upcoming event information, including a Breakfast meeting on May 7 featuring a presentation on USB fraud protection, and noted that the Chamber will attend a ceremony on May 15 to present the scholarships.

Mayor Creech closed public comment

CONSENT AGENDA

4. Fine Free Campaigns for the Lake County Library System

MOTION TO APPROVE THE CONSENT AGENDA BY COUNCIL MEMBER FETTEROLF; SECONDED BY VICE MAYOR DURBIN. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

5. Final Reading of Ordinance No. 2026-C, Twin Lakes PUD Amendment

City Attorney Cotch read the Ordinance by title

ORDINANCE 2026-C

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE NO. 1998-J, AS AMENDED, TO ADOPT A MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT CONSISTING OF 67.41 ± ACRES FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY TWIN LAKES RESERVE & GOLF CLUB, INC. LOCATED SOUTH OF KEENE ROAD AND WEST OF SR 19; AMENDING THE OPEN SPACE; REPLACING THE GOLF PRO SHOP WITH A 40-BED ASSISTED LIVING FACILITY; AMENDING THE CONCEPTUAL SITE PLAN; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Cotch administered the oath to those providing testimony.

Mayor Creech asked Attorney Cotch whether there had been any changes since first reading. Attorney Cotch stated there were no changes and advised that the testimony could be carried over. Attorney Cotch then inquired about any ex parte communications, at which time Council Member Fetterolf disclosed that he had visited the property and observed it with some of the residents.

Mayor Creech opened public comment

David Lagnly, Attorney representing the Twin Lakes HOA, addressed the Council regarding the PUD amendment request. He stated that the request is discretionary in nature and not a vested property right, noting that the applicant is seeking to amend existing zoning and that Council retains the authority to approve or deny the request. Mr. Lagnly expressed concerns regarding legal access to the property, stating that the recorded plat indicates access begins prior to the gated area and that the private road is dedicated to the HOA. He noted that while the applicant's concept plan proposes access through Twin Lakes Circle, there are questions regarding whether legal access has been established, which impacts the feasibility of the project. He also raised concerns related to consistency with the City's Comprehensive Plan and Future Land Use Map, stating that the proposed use may not clearly align with the intended designation. He emphasized the importance of evaluating both legal access and comprehensive plan consistency, and reiterated that Council has the discretion to deny the request based on these considerations.

City Council engaged in discussion regarding the ownership and access of the roads associated with the subject property. Members discussed whether the roads are public or privately owned, including the role of the HOA and any recorded plats or dedications.

Sherie Lindh, LPG Planners, addressed the Council and stated that the proposed zoning is appropriate. She emphasized the need to evaluate the request in the context of the City's Comprehensive Plan as a whole, noting that the City has applied these policies consistently across similar applications. Ms. Lindh explained that the designation supports a mix of residential and commercial uses, including those permitted under C-1 zoning, and should be considered within the broader framework of adopted policies.

Mr. Czech, a resident of Lakeview Terrace, addressed the Council and expressed concerns regarding staffing and workforce availability for the proposed development. He questioned where employees would be sourced from and whether there is a sufficient labor pool to support the business. Mr. Czech also noted that the area was originally developed with homes spaced farther apart and expressed concern about introducing a business use in a location that may not have been intended to support that level of activity.

Marc Cortland, 83 Golfview Circle, addressed the Council and raised concerns regarding the safety of the community. He asked whether future residents of the proposed development would be subject to background checks, similar to existing community standards. Mr. Cortland also questioned the boundary lines associated with the project and sought clarification on how the development would be defined within the surrounding area.

Susan Solnich, 101 Twin Lake Circle, addressed the Council and spoke on the history and character of the Twin Lakes community. She noted that the development dates back to 1996 and referenced materials prepared for its 25th anniversary. Ms. Solnich stated that the HOA was turned over to residents in 2010 and emphasized that portions of the property, originally planned as open space, have remained unchanged. Ms. Solnich also commented on the original developer's vision, noting that significant thought was given to preserving open space and community character. She expressed concern that the proposed development could alter the existing views and open space that contribute to the entrance and overall appearance of the City.

Mealine Armstrong, 117 Twin Lake Circle, addressed the Council and stated that she has lived in the community for 14 years and values its quiet and peaceful character. She expressed concern regarding the proposed use, including the potential introduction of an AFL, and asked that the Council honor and preserve the integrity of the community as a whole.

Andy Colden addressed the Council and spoke on the aesthetics of the community entry, noting its current appearance and character. He expressed concerns regarding the developer, stating that while the community has already been developed and sold to residents, the proposal appears to seek additional profit, which he felt was inappropriate. Mr. Colden also emphasized the rights and interests of the residents, and raised concerns related to traffic impacts, stating that the projected trip generation would not adequately mitigate the impact on the surrounding area.

Mark Pickening, 144 Twin Lakes Circle, addressed the Council and stated that he has lived in the community for approximately 20 winters. He expressed opposition to the proposal, citing concerns regarding the spacing of homes, potential impacts to the septic system, and the effect on property values within the neighborhood.

Peter Salamone, 141 Twin Lake Circle, addressed the Council and raised concerns regarding the open space calculations, stating that the figures provided in the attachments were not accurate. He expressed opposition to the proposal as presented, but suggested that if considered, it should only be approved with conditions that provide a benefit to the homeowners. Mr. Salamone recommended that the developer deed the remaining property to the residents, including transferring the proposed building lot to the HOA, in order to preserve open space and protect the interests of the community.

Veronica White, 109 Twin Lake Circle, addressed the Council and expressed appreciation to Council Member Fetterolf for visiting the property. She noted that many residents rely on golf carts to access and use the open space, particularly for mobility, and emphasized the importance of preserving these areas for the community.

Carolyn Vanwiddle, 71 Golfview Circle, addressed the Council and stated that residents are skeptical of the proposed development. She raised concerns regarding traffic impacts, the potential loss of green space, and whether the area would be fenced. Ms. Vanwiddle also expressed concern about the potential disruption to the peaceful character of the neighborhood.

Myra Grist, 66 Golfview Circle, addressed the Council and expressed concern regarding the proposal, stating that she does not trust the developer based on past promises. She indicated that the development could eliminate private open space currently enjoyed by residents and emphasized her appreciation for the small-town character of the community. Ms. Grist also expressed concern that the project would negatively impact property values.

Susan Solnich, 101 Twin Lake Circle, addressed the Council and read a letter submitted by Kay Vlosich into the record, which is attached to the minutes as Exhibit A.

Ms. Bilderback, 129 Twin Lake Circle, addressed the Council and urged them to do what is best for the community and its residents.

Mike Carpenter, a resident of Twin Lakes, addressed the Council and stated that he had spoken with the developer, Mr. Whitmarsh, regarding the proposal. He indicated that questions were raised about ownership of the property, and noted that it is unclear who would ultimately own or operate the development, or whether it could be converted to another use in the future.

Mayor Creech closed public comment

Brent Sten, Land Use Counsel for the applicant, addressed the Council and responded to concerns regarding access, respectfully disagreeing with Mr. Lagnly's interpretation. He stated that access to the site is proposed from SR 19 through an existing public parking lot, and noted that while the plat references an easement, there is no specific book and page recorded, explaining that a recorded plat itself may establish easement rights. Mr. Sten further stated that any disputes regarding access between the applicant and the HOA are civil matters and not within the purview of the Council. He emphasized that access concerns are more appropriately addressed at the site plan stage, rather than as part of the PUD amendment. He also stated that the proposed use is consistent with the City's Comprehensive Plan, as supported by staff, and noted that similar uses exist within the City. Mr. Sten clarified that an assisted living facility (ALF) is not considered a public use and referenced the annexation of Lakeview Terrace as a public facility context. Regarding traffic, Mr. Sten stated that the traffic impact analysis was conducted in accordance with the ITE Manual, and maintained that the applicant meets the applicable City standards.

Kelly Turner, on behalf of the applicant, addressed the Council and read a letter from Mr. Whitmarsh into the record, which was accepted as Exhibit B.

City Council discussed the proposed amendment, noting that while the request is legally permissible and consistent with applicable standards.

Council also discussed the possibility of tabling the item to allow additional time for review and the development of conditions to mitigate impacts, including enhanced buffering, additional landscaping, and screening measures such as berms and fencing. It was noted that further time would allow for continued coordination between the applicant and the HOA to address outstanding concerns.

MOTION BY VICE MAYOR DURBIN TO TABLE THE ITEM TILL MAY 5, 2026, SO THE APPLICANT AND THE HOA CAN MEET AND ADDRESS OUTSTANDING CONCERNS; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY A ROLL CALL VOTE.

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

6. Final Reading of Ordinance No. 2026-D, Umatilla Police Officers' Retirement Trust Fund's Participation Under Florida Municipal Pension Trust Fund Defined Benefit Plan

Attorney Cotch read the Ordinance by title.

ORDINANCE NO. 2026-D

AN ORDINANCE AUTHORIZING THE CITY OF UMATILLA POLICE OFFICERS' RETIREMENT TRUST FUND'S PARTICIPATION UNDER THE FLORIDA MUNICIPAL PENSION TRUST FUND DEFINED BENEFIT PLAN DOCUMENT AS AMENDED, THROUGH THE MASTER TRUST AGREEMENT AS AMENDED, AS A PARTY THERETO; PROVIDING FOR PUBLICATION; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Cotch stated that the only revision since the prior reading was to the accuracy of the estimate, and that there were no significant changes to the proposal.

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. 2026-D, UMATILLA POLICE OFFICERS' RETIREMENT TRUST FUND'S PARTICIPATION UNDER FLORIDA MUNICIPAL PENSION TRUST FUND DEFINED BENEFIT PLAN; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A ROLL CALL VOTE.

Vice Mayor Durbin	YES

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

NEW BUSINESS

DISCUSSION

REPORTS

7. Staff Reports

Assistant City Manager Bolton had nothing to report.

City Manager Mercer stated that the City has received notice that the Beasley property meets the requirements for use as a hurricane debris site.

City Attorney Cotch provided an update on a current lawsuit and advised that Council Members may reach out individually if they would like to discuss the matter further.

Council Member Fetterolf had nothing to report.

Council Member Crockett mentioned that the Pop Warner football team will be hosting a wing cook-off at Sunsational Farms on Saturday.

Vice Mayor Durbin had nothing to report.

Council Member Adams noted that the museum BBQ was well attended.

Mayor Creech spoke on a recent brush fire, noting that Lake County reached out to the City for assistance. He also discussed the industrial park nearing readiness and emphasized the need to begin marketing the available lots. Mayor Creech inquired about the possibility of issuing an RFQ to solicit a broker to list and market the properties, to which City Manager Mercer stated that staff would begin looking into the matter.

Chief Seeley updated Council that he was recently sworn in as the Secretary for the Police Association.

Ms. Frazier provided copies of policy manuals for Council review. She also advised that the City's current website platform is being discontinued and that staff is upgrading the website to a new platform with enhanced ADA compliance.

Mr. Nilson had nothing to report.

Clerk Burnham reported that she sent an email to Council regarding the Umatilla High School scholarship applications and requested that all scores be submitted by Monday, the 27th.

Ms. Stultz had nothing to report.

Ms. Lambert had nothing to report.

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 8:15 p.m.

Christopher R Creech, Mayor

Jessica Burnham, CMC, FCRM
City Clerk

*Exhibit C was letter submitted in regards to item number five.

Dear Mayor, City Council, and Zoning Manager, EXHIBIT A

Before you make a decision that will possibly lower our property values and potentially bring many uninvited curiosity seekers into our community of elderly people, **PLEASE** come and see for yourselves just how close this proposed ALF will be to our homes. Our mailboxes are currently situated where this proposed ALF will be built...NOT where an **imaginary** 3,000 square foot golf pro shop was! A 3,000 sq. foot golf pro shop NEVER existed!!! The reality was a **trailer** and it sat further down the parking lot near Kenny's current pile of junk concrete. The mold infested **trailer** sat there for years until someone finally hauled it off several years ago.

My special THANK YOU to Fred Fetterolf, who did come to see the proposed site...and voted NO. Thank you Fred! You are my hero.

We have no sidewalks in Twin Lakes and many of us walk every day...on the streets. We have residents using walkers, power chairs and power scouters on our streets every day. I fear for the added traffic with a proposed 40 bed facility, many will own cars and have visitors; there will be employees, suppliers, dumpsters to empty...etc. All of these people discovering Twin Lakes for the first time...and driving in to look and see.
My husband and I purchased our home in 2003 and have always felt safe living here but this will change if our PUD is allowed to be changed and an ALF built in our backyards.

I believe in the beginning, before our houses were planned, Kenny Whitmarsh planned to put manufactured homes here but the residents in Silver Beach ended that. Then the current PUD was approved by the city of Umatilla. I believe our houses are closer together than the city allowed so a deal was made with the city allowing the prosed plan as long as the golf course remained as our "green space"...and for the developer to maintain it. Kenny has tried to sell it forever. One of his plans was to sell it to someone who would raise cattle on it. However, at the time, I believe the city would not allow anyone to raise a chicken, let alone cattle!

I would have appeared in person to plead our case but I am 88 and have had open heart surgery. Please, each of you, I'm begging you, come to Twin Lakes to see exactly how close to our existing homes this proposed ALF would sit. Kenny originally sold those lots at a premium because they were "golf course" lots.

Thank you for your time...and please, come and see the impact this would have on our precious community.

Kay Vlosich
104 Twin Lakes Circle

EXHIBIT B

Dear City Council:

Since buying these 68 acres in 1996 as a burnt-out orange grove, my intentions have always been in the best interest of my development and the surrounding community. That continues with my final phase here called The Lodge at Twin Lakes.

The commercial frontage was always planned as a commercial use separate from the community, which is why the community's gates have always been located beyond the access drive to the front commercial area. I plan on building a beautiful facility that will complement our award-winning development.

When someone says they don't want things to change, they aren't aware of the expenses incurred with building a subdivision that give equity right away to the homeowners. Along with all my development costs, I paid $300,000 for turn lanes, $150,000 for a parking lot that was to be for the restaurant and clubhouse, and $90,000 in impact fees to open the golf course. I have also maintained said property in good condition for nearly 15 years since closing the golf course.

This project will add value to the community as it finally resolves the issue of my golf course property and protects it from ever being developed. That's a win-win and no brainer. The ALF facility itself will be first class and substantially landscaped to buffer any surrounding properties. I will also build the community a new entry sign with landscaping and a new mailbox area. Finally, maintenance of the remaining open space will fall on the ALF property and not cause the homeowners' low fees of $600 per year to be increased, while still being able to use and enjoy the open space. I know of no other use that could be as special as this one.

Thank you for your consideration and support of my proposed project.

Sincerely Ken Whitmarsh
Twin Lakes Reserve and Golf Club, Inc.

Twin Lake Estates PUD Amendment

Our Twin Lakes community started as a planned unit development that allowed for single family homes with a golf course in the center. The golf course was a great use of the land as it is steep, hilly and has 2 lakes.

Changing the zoning of this area is something none of us ever thought could be possible. As far as we knew all the current open space was to be just that – open space for the benefit of our community.

We have heard that this meeting is just about zoning and that there are many steps to come but I'm not sure how this zoning step can be taken without considering what comes next.

The proposed ALF plan is lacking many details that center around not enough space. There is a small flat area but then the land drops off steeply into what looks like a big sink hole. Yes, an AFL building could sit on that flat area but then there is no room left for things like –
All the large vehicle traffic like emergency vehicles and delivery trucks.
Out buildings for maintenance.
And the sewage treatment plan.

Then there is the fact that all of this affects our home values. The LOCATION of a home is the number 1 factor that influences home prices. I spoke to a realtor this week who was horrified to hear about an ALF at the entrance to our homes. Not only would this affect our homes that back up to this property she said that changes the whole neighborhood.

Take 2 houses – 1 with a pretty view of mature trees and nice plantings. Take that same house and back it up to the rear exterior wall of an ALF with scattered outbuildings and all the noise and traffic from a commercial space. Same price, same house. Which one would you buy? Doesn't take a realtor to make that conclusion.

This proposed zoning change benefits the developer at the expense of our established single family home neighborhood, please vote NO.

CITY OF UMATILLA
AGENDA ITEM STAFF REPORT

DATE: April 29, 2026 **MEETING DATE: May 5, 2026**

SUBJECT: Umatilla High School Scholarship Awards

BACKGROUND SUMMARY:

Each year, the City of Umatilla proudly supports local students by awarding scholarships to graduating seniors from Umatilla High School. The purpose of these scholarships is to recognize academic achievement, leadership, and community involvement among the city's youth.

For the 2026 award cycle, the City Council elected to award two scholarships in the amount of $1,500 each. The City received a total of 25 applications.

Each application was reviewed and scored individually by members of the Umatilla City Council based on criteria including academic performance, extracurricular involvement, and responses to essay questions.

Following the review process, Ms. Chloie Sebree and Ms. Emily Snow were selected as this year's scholarship recipients. Their applications stood out for their strong academic records, leadership experience, and commitment to serving the community.

RECOMMENDATIONS:

Award of City Scholarship to Chloie Sebree and Emily Snow

FISCAL IMPACTS:

$3,000

ATTACHMENTS:

None

CITY OF UMATILLA
AGENDA ITEM STAFF REPORT

DATE: **April 23, 2026** **MEETING DATE:** **May 5, 2026**

SUBJECT: Request from Anette Vazquez for Code Enforcement Lien Reduction — 546 Guerrant Street

BACKGROUND SUMMARY:

Code Compliance initiated enforcement on January 12, 2017, for violations including an unsafe dead tree located near the roadway and utility lines, as well as overgrown grass and weeds. Despite multiple notices, postings, and a Special Master hearing on June 21, 2017, the property remained out of compliance beyond the July 21st deadline.

A fine of $50.00 per day was imposed beginning July 21, 2017. While some efforts were made to address the violations, including limited tree trimming and mowing, the hazardous tree trunk remained for an extended period and mowing was inconsistent.

The City ultimately abated the violations in 2018, including removal of the remaining tree trunk and overgrowth. The total lien accrued for Case No. 17-00007 is $20,508.33, consisting primarily of daily fines totaling $18,750.00, along with administrative and abatement costs. Hard costs for this case are $1,758.33.

Since that time, the property has been the subject of eight additional code enforcement cases, resulting in continued expenditure of City resources. Estimated hard costs associated with all cases, including abatement, mailings, staff time and City Attorney fees total $3,198.33

Mrs. Vazquez, acting on behalf of her disabled son, has entered into a payment plan with the City and has begun making payments toward the outstanding lien. The property is currently in compliance.

RECOMMENDATIONS:

Consider Ms. Vazquez's request for a reduction of fine on behalf of Steven Vazquez.

FISCAL IMPACTS:

TBD

ATTACHMENTS:

1. Enforcement packet 17-00007 - 546 Guerrant St- Vazquez
2. Request Report

CITY OF UMATILLA

Office of Code Enforcement

Date: 01/12/17 **Compliance Date:** 02/15/17 **Notice:** 17-00007

Owner: VAZQUEZ STEVEN
818 HELENA DR
LAKE WORTH, FL 33461

Property Address:
546 GUERRANT ST
Property ID: 1500168

NOTICE OF VIOLATION(S)

During a recent visit to your property, the following violations of the Code of the City of Umatilla were found:

Section	Description
34-16A	Sec. 34-16(a)- High weeds, rubbish, junk, standing water prohibited. (a) It shall be unlawful for any owner, agent, custodian, lessee, or occupant of any lot, parcel or tract of land within the city to permit the excessive growth of weeds, grass, vegetation or undergrowth; or to permit rubbish, trash, debris, dead trees, nonliving plant material, junk, abandoned automobiles or other vehicles, refrigerators or other unsightly or unsanitary matter to remain on any exterior portion of the property, including the exterior portion of any building located thereon. Accordingly, such owner, agent, custodian, lessee or occupant shall maintain and keep the property free of accumulation of trash, junk, debris, and nonliving plant material.

Violation: Dead or hazardous tree on property.
(Note: the rotting tree is in close proximity to power or other utility lines, the house, and is located approximately 10 feet from roadway)

Required Remedy: Remove hazardous dead tree from property.

Violation: Grass or weeds overgrown to a height of twelve inches or more from the ground in front, back and side yards.

Required Remedy: Mow and trim the property and the adjoining public right-of-way.

Please contact us by telephone at (352) 669-1846, in person at 251 N Central Ave or you can respond via e-mail at codeenforcement@umatillafl.org if you have any questions or concerns.

Sincerely,

M Lambert

Misti Lambert
Code Enforcement Officer

CITY OF UMATILLA
OFFICE OF CODE ENFORCEMENT

May 12, 2017

Case #17-00007

Steven Vazquez
818 Helena Dr
Lake Worth, FL 33461

Certified Mail #7012 1010 0001 7577 9402
POSTED ON MAY 12, 2017

RE: Notice of Violation for property located at:
546 GUERRANT ST, UMATILLA, FL
Alternate Key # 1500168
Parcel No. 13-18-26-220000A00800
Legal Description: UMATILLA, MC CREDIE'S ADD W 72 FT OF LOT 8 BLK A PB 2 PG 3 ORB 4720 PG 353

Dear Mr. Vazquez:

YOU ARE HEREBY NOTIFIED that the property identified above has been found in violation of the following City code(s): You are hereby directed to take immediate action(s) to remedy the violation(s) by the Compliance Date listed in this Notice.

34-16A (a) It shall be unlawful for any owner, agent, custodian, lessee, or occupant of any lot, parcel or tract of land within the city to permit the excessive growth of weeds, grass, vegetation or undergrowth; or to permit rubbish, trash, debris, dead trees, nonliving plant material, junk, abandoned automobiles or other vehicles, refrigerators or other unsightly or unsanitary matter to remain on any exterior portion of the property, including the exterior portion of any building located thereon. Accordingly, such owner, agent, custodian, lessee or occupant shall maintain and keep the property free of accumulation of trash, junk, debris, and nonliving plant material.

Violation: Dead, dying, or diseased tree on property.

Required Remedy: **Remove the dead, dying or diseased tree from the property.**

Violation: Grass or weeds overgrown to a height of twelve inches or more from the ground in front, back and side yards.

Required Remedy: **Mow and trim the property and the adjoining public right-of-way.**

CITY OF UMATILLA

OFFICE OF CODE ENFORCEMENT

Notice: Failure to comply by **May 26, 2017** will result in the case going before the Umatilla Special Magistrate on **Thursday, June 1, 2017 at 10:30 A.M. in the City Council Chambers located in City Hall at 1 South Central Ave., Umatilla, FL.** At the Hearing, the Special Master will order compliance by a specified date and may impose a fine not to exceed $250 per day for every day the property is in violation past the date specified for compliance.

If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the Special Master even if the violation has been corrected prior to the Hearing. At the Hearing, the Special Master will order compliance by a specified date and may impose daily fines of up to $250.

It is the responsibility of the property owner or violator to notify the code inspector when the property is ready to be re-inspected. To request a re-inspection or if you have any questions about what is required to bring the property into compliance, please call (352) 669-1846 or email codeenforcement@umatillafl.org.

Sincerely,

MLambert

Misti Lambert
Code Enforcement Officer

cc: File

RETURN TO:
City Clerk
City of Umatilla
PO Box 2286
Umatilla, FL 32784

Case # 17-00007

CODE ENFORCEMENT SPECIAL MASTER
ORDER AND NOTICE OF LIEN
CITY OF UMATILLA, STATE OF FLORIDA

In the Matter of

STEVEN VAZQUEZ

Violation Address: 546 Guerrant Street
Umatilla, Florida 32784

Mailing Address: 818 Helena Dr
Lake Worth, FL 33461

Parcel: 13-18-26-220000A00800

Alternate Key: 1500168

Legal Description: UMATILLA, MC CREDIE'S ADD W 72 FT OF LOT 8 BLK A PB 2 PG 3 ORB 4720 PG 353

Findings of Fact, Conclusions of Law, and Order of Enforcement

This case came before Brenda Smith, Special Master appointed by the City of Umatilla, on the 21st day of June, 2017 , on a violation hearing, after due notice having been given to the Respondent in accordance with §162.12, Florida Statutes, and the Special Master having heard testimony under oath of the respective parties present and received evidence as presented, and having been advised by counsel on the issues in this cause, issues these findings of fact and conclusions of law, together with the order of Enforcement contained herein,

Findings of Fact:

1. According to the records of the Lake County Property Appraiser, Steven Vazquez is the owner of certain property described above, designated as Parcel 13-18-26-220000A00800 and identified by the Lake County Property Appraiser as Alternate Key 1500168 (referred to herein as the "Subject Property"). The Subject Property lies within the geographic jurisdiction of this tribunal (the City of Umatilla) at 546 Guerrant Street.
2. A Notice of Hearing was properly served or service was properly attempted upon the above-listed property Owner by certified mail, return receipt requested on June 8, 2017 and that, furthermore, the property was posted according to appropriate statutory procedures, which notice and posting contained information sufficient to inform the respondent of the violation, the required remedies to cure the violation, and to inform the respondent of the hearing. Despite service of Notice of Hearing in compliance with Florida Statutes,

   ☒ no person

   ☐ ______________________________, attended the hearing on behalf of Respondent.
3. Testimony and evidence was taken and considered by the Special Master.

4. The Special Master finds by clear and convincing evidence that on the date of the Notice of Violation and as of the date of the hearing, and at all times between, the Subject Property was in violation of the following provision of the City of Umatilla Code of Ordinances/Land Development Regulations:

34-16A (a) It shall be unlawful for any owner, agent, custodian, lessee, or occupant of any lot, parcel or tract of land within the city to permit the excessive growth of weeds, grass, vegetation or undergrowth; or to permit rubbish, trash, debris, dead trees, nonliving plant material, junk, abandoned automobiles or other vehicles, refrigerators or other unsightly or unsanitary matter to remain on any exterior portion of the property, including the exterior portion of any building located thereon. Accordingly, such owner, agent, custodian, lessee or occupant shall maintain and keep the property free of accumulation of trash, junk, debris, and nonliving plant material.

Conclusions of Law:

1. The property Owner identified above, Steven Vazquez , Respondent, is in violation of the following City of Umatilla Code of Ordinances/Land Development Regulations; City of Umatilla Code of Ordinances Land Development Regulations Section 34-16a.

   This Order of Enforcement is warranted and fully supported by the evidence and testimony adduced at the hearing, and the above-noted Findings of Fact and Conclusions of Law; and

2. The following action to clear/correct/cure the violation is required:

   Remove the dead, dying, or diseased tree from the property.
   Mow and trim the property and the adjoining right-of-way.

   Based on the foregoing it is ordered and adjudged that:

1. Violations exist of the following City of Umatilla Code of Ordinances/Land Development Regulations: Section 34-16a.
2. Respondent(s) shall cure the violation on or before the 21st day of July, 2017.
3. If the violation is not cured by the date set forth in the previous paragraph a fine in the amount of $50.00 per day shall accrue each day thereafter.
4. A certified copy of this order shall be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator
5. An aggrieved party may appeal this final administrative order to the circuit court within 30 days of the execution thereof.

ORDERED AND DONE AT CITY OF UMATILLA, LAKE COUNTY, FLORIDA ON THIS 21 DAY OF June, 2017.

By: Brenda Smith

Code Enforcement Special Master

CERTIFICATE OF SERVICE

I hereby certify that a copy of this order has been sent via First Class mail to

Respondent: Steven Vazquez

Address: 818 Helena Dr.

City/State/Zip: Lake Worth, FL 33461,

on this 23 day of June, 2017

CITY OF UMATILLA

M Lambert

Code Enforcement Officer / City Clerk

JILL B. COOK
MY COMMISSION # FF 152526
EXPIRES: November 2, 2018
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
COUNTY OF LAKE

Being an officer duly authorized to administer oaths and take acknowledgements, I HEREBY CERTIFY that on this day personally appeared before me MISTI LAMBERT, who is personally known to me and who executed the foregoing instrument and acknowledged before me that he executed said instrument of the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Umatilla, said County and State, this 22 day of June, A.D. 20 17.

Jill B. Cook

NOTARY PUBLIC
My Commission Expires: Nov. 2, 2018

CITY OF UMATILLA, FL - CODE ENFORCEMENT
AFFIDAVIT OF NON-COMPLIANCE

Case #17-00007

For: STEVEN VAZQUEZ
818 HELENA DRIVE
LAKE WORTH, FL 33461

I, Misti Lambert, Code Enforcement Officer for the City of Umatilla, FL who, after being duly sworn, deposes and states:

1. That on June 21, 2017, the Special Master held a public hearing and issued an Order of Enforcement.

2. That pursuant to said Order, Respondent was to have taken certain corrective action by or before July 21, 2017.

3. That a re-inspection was made on July 26, 2017.

4. That the re-inspection revealed that the corrective actions ordered by the Special Master on June 21, 2017 have not been taken.

5. That a true copy of the Code Enforcement Hearing Notice was furnished by U. S. Mail to Steven Vazquez , 818 Helena Drive, Lake Worth, FL 33461.

M Lambert

Misti Lambert, Code Enforcement Officer

State of Florida)
) SS
County of Lake)

JILL B. COOK
MY COMMISSION # FF 152526
EXPIRES: November 2, 2018
Bonded Thru Notary Public Underwriters

Sworn to and subscribed before me this 10 day of August, 2017 by the affiant, who is personally known to me.

Notary Public

RETURN TO
CITY OF UMATILLA
PO BOX 2286
UMATILLA FL 32784

RETURN

INSTRUMENT #2017092552
OR BK 4992 PG 957 - 958 (2 PGS)
DATE: 8/25/2017 12:26:19 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES $18.50

CASE NO. 17-00007; 546 GUERRANT ST

IN THE MATTER OF: Steven Vazquez

ORDER IMPOSING FINE / LIEN

This matter was heard by the City of Umatilla Special Master on August 16, 2017 at a Certification of Fine / Lien Hearing based on a prior Order entered in this matter by the Special Master during a regularly scheduled hearing held on June 21, 2017.

At the June 21, 2017 Hearing, the Special Master took evidence and testimony under oath from the City and gave opportunity to Steven Vazquez to give evidence and testimony under oath.

Based on the testimony given under oath and relevant evidence presented at the June 21, 2017 Hearing, the Special Master issued a Finding of Fact and Conclusion of Law and thereupon issued an oral Order, which was reduced to writing and furnished to Steven Vazquez.

Said Order required Steven Vazquez to take certain corrective action by July 21, 2017, as more specifically set forth in that Order.

An Affidavit of Non-Compliance, bearing the re-inspection date of July 26, 2017 has been filed with the Special Master by the Code Inspector, which Affidavit certifies under oath that the required corrective action was not taken as ordered.

Accordingly, it having been brought to the Special Master attention that Steven Vazquez has not complied with the Order dated June 21, 2017, it is hereby ORDERED that Steven Vazquez pay to the City of Umatilla a fine in the amount of $50.00 per day after July 21, 2017 for each and every day the violation(s) exist(s) and continue to exist at 546 Guerrant Street, Umatilla, FL, Alt Key # 1500168, Parcel ID 13-18-26-220000A00800, UMATILLA, MC CREDIE'S ADD W 72 FT OF LOT 8 BLK A PB 2 PG 3 ORB 4720 PG 353 described as:

Remove the dead, dying, or diseased tree from the property.
Mow and trim the property and adjoining right-of-way.

The City Clerk is hereby ordered to record a certified copy of this Order Imposing Fine / Lien and said Fine shall constitute a Lien against the land on which the violation exists and upon any other real or personal property owned by the violator pursuant to City of Umatilla Code of Ordinances.

DONE AND ORDERED THIS 16 **DAY OF** August, **2017.**

Code Enforcement Special Master of the City of Umatilla, Florida

By: [signature]
Brenda Smith, Special Master

CERTIFICATE OF SERVICE

I, Clerk of the City of Umatilla, hereby certify that this is a true and accurate copy of the Order Imposing Fine / Lien, and that a copy of this Order has been sent via First Class Mail to Steven Vazquez at 818 Helena Dr., Lake Worth, FL 33461 on this 16 day of, August, 2017.

CITY OF UMATILLA

Karen Howard

Karen Howard, City Clerk

STATE OF FLORIDA)
) **ss**
COUNTY OF LAKE)

Sworn to (or affirmed) and subscribed before me this 16 day of August, 2017 by Karen Howard (name of person making statement), who is

☑ personally known to me

☐ produced ______________________ as identification, and who did not take an oath.

Helen Grace Clark

Helen Grace Clark
COMMISSION #FF916772
EXPIRES: September 9, 2019
WWW.AARONNOTARY.COM

UMATILLA
NATURE'S HOMETOWN

CITY OF UMATILLA
OFFICE OF CODE ENFORCEMENT

NOTICE OF PUBLIC NUISANCE ABATEMENT

JULY 13, 2018

CASE #17-00007

PROPERTY OWNER: STEVEN VAZQUEZ
818 HELENA DRIVE
LAKE WORTH, FL 33461

PROPERTY LOCATION: 546 GUERRANT STREET, UMATILLA, FL 32784
LEGAL DESCRIPTION: UMATILLA, MC CREDIE'S ADD W 72 FT OF LOT 8 BLK A PB 2 PG 3 ORB 4720 PG 353
PARCEL# 13-18-26-220000A00800A

COMPLIANCE REQUIRED BY JULY 25, 2018 - ABATEMENT BEGINS JULY 26, 2018

1. Bring property into compliance as stated below within ten (10) calendar days of the date such notice is received. For purposes of this article, notice is received on the earliest of the day it is hand delivered to the property owner, the date the property is posted with said notice, or five days after said notice is mailed to the property owner, postage prepaid.

2. Violations To Be Terminated And Abated:

   - 34-16 – Overgrown grass, Dead tree/Debris on property
   - IPMC 302.7 – Accessory Structure (Fence) in state of disrepair

3. Required Remedy of Violations:

   - Mow property and adjacent right-of-way
   - Remove dead tree and debris from property
   - Repair or remove damaged fence

IMPORTANT: If the described violation is (1) not terminated and abated within ten (10) calendar days after notice is received, or (2) has not been timely appealed in accordance with section 34-35, the enforcement officer shall cause the violation to be terminated and abated. The actual cost of such termination and abatement, plus administrative costs, shall constitute a lien on the property in accordance with section 34-36. See attached minimum estimate of the cost of termination and abatement.

MLambert

Misti Lambert, City of Umatilla Code Enforcement
352.669.1846 codeenforcement@umatillafl.org

RETURN TO:
CITY OF UMATILLA
PO BOX 2286
UMATILLA FL 32784

RETURN

CITY OF UMATILLA, FL - CODE ENFORCEMENT
AFFIDAVIT OF ABATEMENT/LIEN

Case #17-00007

For: STEVEN VAZQUEZ
546 GUERRANT ST
UMATILLA, FL 32784

I, Misti Lambert, Code Enforcement Officer for the City of Umatilla, FL who, after being duly sworn, deposes and states:

1. That on June 21, 2017, the City of Umatilla Code Enforcement Special Master issued an Order to Correct and Lien violations existing on the Respondent's property at 546 Guerrant Street for violation of Umatilla Code 34-16, with a compliance date of July 21, 2017.

2. That on July 12, 2018, the conditions at 546 Guerrant Street had deteriorated, and the property was identified as a public nuisance with the grass being overgrown to a height of up to 4 feet from the ground, tree debris from partially removed dead tree on property, accumulation of junk and trash, damaged fence, and approximately 20 foot dead tree stump remaining on property with power lines resting on it.

3. That a nuisance abatement notice was posted on the property at 546 Guerrant Street Umatilla, FL 32784 and mailed to the property owner by U. S. Mail to Steven Vazquez at 818 Helena Drive, Lake Worth FL 33461 on July 12, 2018 with a compliance date of July 25, 2018.

4. That a cost estimate based on FEMA approved rates was posted with the notice for the abatement cost of $ 2375.29 . The actual abatement cost was $ 1288.03 , plus administrative costs of $ 43.81 for a total cost of $ 1331.84 .

5. That a re-inspection was made on July 26, 2018 prior to the grass and debris abatement.

6. That the re-inspections revealed that the corrective actions ordered by posting on July 12, 2018 had not been taken.

7. That the grass, junk and debris abatement was completed by the City of Umatilla Public Works Department on July 26, 2018; the tree removal was contracted with Ricky's Tree Service, and completed on August 1, 2018.

8. That such abatement has brought the property into compliance as ordered by the Special Master on June 21, 2017 and the previously accruing daily fine of $50.00 has ceased as of August 1, 2018. Case number 17-00007 is completed with a total lien of $20,508.33, as itemized below.

Daily fine (375 days @ $50.00 per day)	=	$18,750.00
Attorney/Hearings	=	$ 300.00
Postage	=	$ 14.33
Code Enforcement Wages (4 hours)	=	$ 58.16
Recording of Orders/Lien	=	$ 54.00
Abatement of Nuisance Violation	=	$ 1,331.84
Total Lien	=	$20,508.33

9. That the conditions from the initial notice of violation through the nuisance abatement are documented through photographs of the property.

M Lambert

Misti Lambert, Code Enforcement Officer

State of Florida)
) SS
County of Lake)

JILL B. COOK
MY COMMISSION # FF 152526
EXPIRES: November 2, 2018
Bonded Thru Notary Public Underwriters

Sworn to and subscribed before me this 15 day of August, 2018 by the affiant, who is personally known to me.

J B Cook

Notary Public

40xxx W. 2nd Ave.
UMATILLA, FL 32784

(352) 669-3476

City of Umatilla
546 Bueneant St.
Umatilla, Fl.

DATE 8/1/18 | ORDER NO 1788

SHIP TO

SALESMAN	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	• Removed 1 tree that had been topped.		
	• All debris was cut up and hauled away.		
	• Ground the Stump.		
	Total Price $	650.00	

Thank you,
Ricky's Tree Service

Request: Code Enforcement Fine Reduction
Applicant: Annette Vazquez (on behalf of property owner Steven Vazquez)
Property: 546 Guerrant Street
Case Number: 17-00007

On January 12, 2017 Code Compliance Officer Lambert issued a Correction Notice to Steven Vazquez, property owner of 546 Guerrant Street, for a dead tree on property as well as grass or weeds overgrown. The tree was hazardous as it was adjacent to the roadway (approx. 10 feet from road) and was near power and other utility lines. Notice mailed.

On May 12, 2017, after the property remained non-compliant, Compliance Officer Lambert issued a Notice of Violation for the same, with a hearing date of June 1, 2017 if the property remained non-compliant. The hearing was delayed and reposted for on June 8, 2017 for a hearing date of June 21, 2017. Notice mailed and posted each time.

On June 21, 2017, the property remained non-compliant. The case was presented by Compliance Officer Lambert and heard by Special Master Brenda Smith. An order resulted, with a 30 day compliance date of July 21, 2017 or a fine of $50.00 per day plus administrative costs would be assessed on the property. Notice mailed and posted.

On August 3, 2017 Mr Vazquez called to advise he hired a guy to remove the tree, but he left the job and never returned.

On August 9, 2017 Compliance Officer Lambert inspected. It appeared some work had been done. The grass was mowed some debris and limbs had been removed.

On August 16, 2017 Special Master Smith certified the fine of $50.00 per day beginning on July 21, 2017 because the property was still non-compliant with the tree. When Compliance Officer Lambert went to deliver the documents, she found the part of the tree had fallen on the fence when a tree worker was attempting to cut the tree down. Notice mailed and posted on property.

On August 30, 2017, Compliance Officer Lambert inspected to find the canopy boughs of the tree had been removed, and only the trunk remained. The fines continued, though the hazardous part of the tree had been removed when the tree worker returned unexpectedly.

On September 17, 2017 Hurricane Irma struck central Florida. The storm left the fence along Dubbs St in a state of disrepair with sections leaning toward the road. Compliance

Officer Lambert asked property owner Vazquez to shore up the fence. Some work was done, however the fence was still sagging in areas. Notes indicated I spoke with Mr. Vazquez and his father on site.

On January 4, 2018 Mr. Vazquez called Compliance Officer Lambert to inquire about the lien. He was informed that the fines were still accruing because the dead tree remained and grass had not remained cut.

On July 12, 2018 Compliance Officer Lambert received a complaint about the conditions on the Vazquez property. Compliance Officer Lambert posted an abatement notice after finding the grass extremely overgrown and the tree trunk remained. Notice mailed and posted.

On July 26, 2018 The grass was abated and the fence along Dubbs Street was removed from the posts by Public Works to eliminate the danger panels falling into the road. The homeowner wanted to keep the panels, so they were stacked in the rear yard.

On October August 3, 2018 Ricky's Tree Service removed the tree trunk after the city contracted them to do the removal.

Daily Fines accrued for 375 days @ $50.00 per day.	$ 18,750.00
Attorney / Hearing fees 2 @ $150.00	$300.00
Postage for mailings	$14.33
Code Enforcement wages	$58.16
Recording of Lien and Abatement	$54.00
Abatement of Nuisance Violation	$ 1,331.84
Total Lien for case number 17-00007	$ 20,508.33

Hard Cost is **$1,758.33.**

Since then, Code Compliance numbers 18-00206, 18-00227, 19-00030, 19-00100, 20-00114, 21-00056, 24-00016, and 26-00013 have been initiated on the same property. Each case takes an estimated 3 hours of manpower to document, notice and speak with the violator, even when they come into compliance. The 8 cases listed had additional hard costs of approximately **$1,440.00** after mailings and notices. This total includes attorney fees for all cases herein.

Mrs. Vazquez, acting on behalf of her disabled son, property owner Steven Vazquez, has established a payment plan with the City and has begun paying down the 2018 lien. The property is currently in compliance.

All cases tallied, hard costs alone are approximately $3198.33.

CITY OF UMATILLA
AGENDA ITEM STAFF REPORT

DATE: **April 24, 2026** **MEETING DATE:** **May 5, 2026**

SUBJECT: Fraternal Order of Eagles Donation towards a K9-Police Officer

BACKGROUND SUMMARY:

Ms. Rhonda Locklear, President of the Fraternal Order of Eagles, will present the City Council with a generous donation of $7,664 to be used for the purchase of a K-9 for service.

Police Chief David Seeley will provide an overview establishing a new Police K-9-Officer program for the Police Department. It outlines the operational need for a K-9 based on calls for service, compares the costs, training requirements, and capabilities of a patrol dog versus a single-purpose dog. Currently, the initial funding and ongoing maintenance for this new program will be presented in detail during the upcoming budget meetings for FY2026-27.

RECOMMENDATIONS:

Acceptance of Donation from Fraternal Order of Eagles.

FISCAL IMPACTS:

Donation of $7,664 for future K9-Officer

ATTACHMENTS:

None

CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: **April 14, 2026** **MEETING DATE:** **May 5, 2026**

SUBJECT: Closing of Owen Lane

BACKGROUND SUMMARY:

Several homeowners along Owens Lane and Crescent Street have requested the City Council consider closing Owens Lane. Many residents have complained over the years about the lack of maintenance that has caused a significant number of potholes, ruts and the overwhelming amount of dust that is created by cars traveling to Umatilla Elementary and the Save-a-Lot plaza.

If the City Council were to consider closing Owens Lane, staff recommends doing so in two locations. On the south end, the closure should be just north of Osceola Street. On the north end of Owens Lane, the closure should be approximately 200-ft south of Lake Street.

See attached location map.

RECOMMENDATIONS:

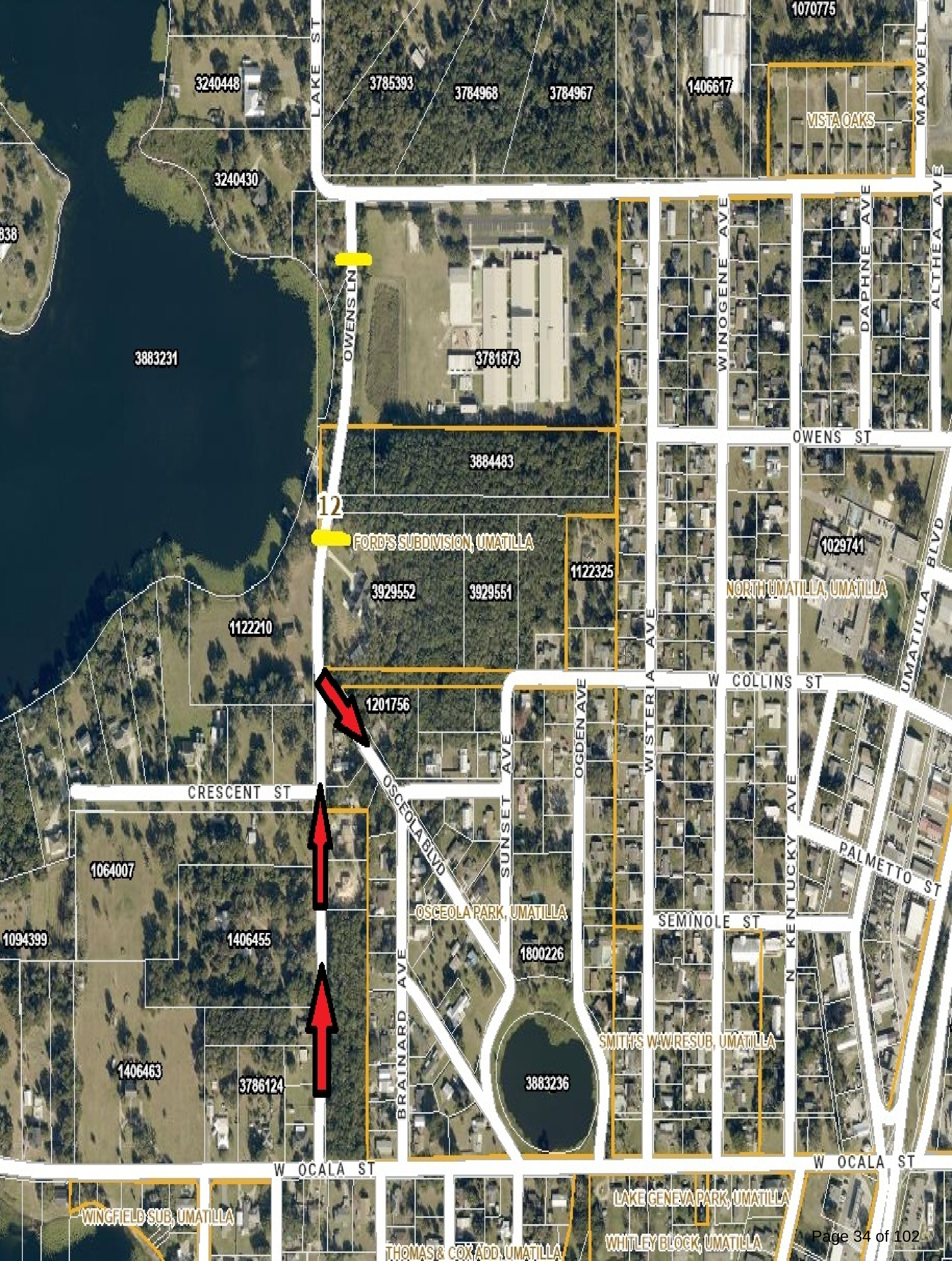
Consider Owens Lane closure

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Owens Lane Closure Map 2026 Alt 2


1070775
LAKE ST
3240448
3785393
3784968
3784967
1406617
VISTA OAKS
MAXWELL
3240430
838
ALTHEA AVE
DAPHNE AVE
WINOGENE AVE
OWENS LN
3883231
3781873
OWENS ST
3884483
12
FORD'S SUBDIVISION, UMATILLA
1029741
1122325
3929552
3929551
NORTH UMATILLA, UMATILLA
UMATILLA BLVD
1122210
W COLLINS ST
1201756
WISTERIA AVE
OGDEN AVE
SUNSET AVE
OSCEOLA BLVD
CRESCENT ST
N KENTUCKY AVE
PALMETTO ST
1064007
OSCEOLA PARK, UMATILLA
SEMINOLE ST
1094399
1406455
1800226
BRAINARD AVE
SMITH'S W-W RESUB, UMATILLA
1406463
3786124
3883236
W OCALA ST
W OCALA ST
LAKE GENEVA PARK, UMATILLA
WINGFIELD SUB, UMATILLA
WHITLEY BLOCK, UMATILLA
THOMAS & COX ADD, UMATILLA

CITY OF UMATILLA
AGENDA ITEM STAFF REPORT

DATE: **April 24, 2026** **MEETING DATE:** **May 5, 2026**

SUBJECT: * Tabled from April 21, 2026 Final Reading of Ordinance No. 2026-C, Twin Lakes PUD Amendment

BACKGROUND SUMMARY:

The property owner is seeking an amendment to the existing Planned Unit Development (PUD) approved under Ordinance 1998-J. The current PUD and concept plan allow 160 single-family homes (2.37 units/acre) with a minimum lot size of 10,000 sq. ft., a minimum living area of 1,200 sq. ft., a golf course with a 3,000 sq. ft. pro shop, and 25.17 acres (37%) of open space, which includes the golf course and buffers. To date, 114 lots have been platted. The proposed amendment would repurpose the golf pro shop area (3.65 acres) for a 40-bed Assisted Living Facility and reduce the total open space to 16.67 acres.

RECOMMENDATIONS:

Approval of Odrinance No. 2026-C, Twin Lakes PUD Amendmnet

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Attachment #1 Staff Report_Twin Lakes
2. Ordinance No. 2026-C, Twin Lakes PUD Amendment
3. Twin Lakes DA _SIGNED
4. Twin Lakes ACLF Conceptual Site Plan
5. business-impact-estimate-_Ord 2026-C

ATTACHMENT #1

CITY OF UMATILLA

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

PUD AMENDMENT

Owner:	**Twin Lakes Reserve & Golf Club Inc., Kenneth Whitmarsh**
General Location:	**West of SR 19 and south of Keene Road**
Number of Acres:	**67.41 ± acres**
Existing Zoning:	**Planned Unit Development (PUD)**
Existing Land Use:	**Single Family Medium Density (5 units/acre)**
Date:	**January 22, 2026**

Description of Project

The owner is seeking an amendment to the Planned Unit Development (PUD). The existing PUD (Ordinance 1998-J) and concept plan allowed for 160 single family homes (2.37 units/acre) with a minimum lot size of 10,000 square feet, a minimum living area of 1,200 square feet, golf course, 25.17 acres of open space (37%) which included the golf course and buffers, and a 3,000 square foot golf pro shop. To date 114 lots have been platted. The applicant would like to amend the PUD to allow a 40 bed Assisted Living Facility in the former area of the golf pro shop (3.65 acres) and reduce the open space to 16.67 acres.

	Surrounding Zoning	**Surrounding Land Use**
North	Planned Unit Development (PUD)	Single Family Medium Density (5 units/acre)
South	Commercial (C-2)	Commercial
East	Commercial (C-2), PFD	Lake County Rural, City Commercial and City Institutional
West	UR-5	Single Family Medium Density

Assessment

PUD Amendment

The project area is approximately 18.41 acres and consists of the former golf course and former golf pro shop. The applicant is requesting a PUD Amendment to allow a 40-bed ALF in the area where the previous golf pro shop was located, amend open space from 25.17 acres (37%) to 16.67 acres (27%). The golf course tract was never platted; therefore, to assure that the minimum open space required remains undeveloped the applicant is proposing to convey the property to the Community Association/HOA by restricted deed prior to site development. It is unclear if it is the applicant's intent to plat this area and if it is the intent for the HOA to maintain such open space.

The project area for the proposed ACLF is 3.65 acres and includes the existing parking lot, stormwater management area and landscape buffer.

Adjacent city zoning consists of PUD (Keene Road), PFD (Church), UR-5 (residential lots) and C-2. The proposed PUD Amendment is compatible with adjacent zoning and would further the city's goal in providing for communities for a lifetime.

Trip Generation Analysis

A trip generation analysis was conducted on the proposed amendment by the applicant. The result indicates that the amendment would decrease traffic by 57 daily trips. SR 19 is designated as an arterial roadway under the jurisdiction of FDOT with an adopted Level of Service (LOS) of D. 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
ALF	40 beds	254	104	10	4	6
TOTAL GROSS TRIPS (PROPOSED)			104	10	4	6

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Retail	3.0 KSF	822	161	11	1	10
TOTAL GROSS TRIPS (EXISTING)			161	11	1	10

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)	-1	3	-4

School Impact Analysis

The subject site is a 55+ community and proposed PUD amendment will not impact schools

ATTACHMENT #1

Potable Water Analysis

The PUD Amendment will not degrade the LOS and there is sufficient capacity as shown in Table 3 below.

Table 3 – Water Analysis Based on PUD Amendment

Ordinance #	Acres	Proposed City Zoning	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity					0.275*
Twin Lake Estates	18.6	PUD	40 bed/ALF	.003	.003
Total	18.6				0.272

* Includes Keene Road
Estimated water demand based on PF Policy 4-1.10.1 of LOS of 850 gpd per commercial acre (3.65 acres)

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area; however, central sewer is not available. The proposed ALF will be served by an onsite septic system.

Environmental Analysis

An environmental analysis was conducted by Meryman Environmental and within the proposed ALF site several gopher tortoise burrows were observed. Prior to development, the appropriate regulatory permits will be secured.

Recommendation

Staff recommends approval as the PUD Amendment will reduce impacts and is compatible with the adjacent zonings and is consistent with FLU Policy 1-1.11.1: Application of Planned Unit Developments.

Staff also recommends the following conditions:
The subject ALF site (3.65 acres) shall be platted
The required open space for the entire PUD shall be conveyed as open space in perpetuity (16.67 acres) and should be platted as a tract unless City Council agrees to other terms.

ORDINANCE 2026-C

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE NO. 1998-J, AS AMENDED, TO ADOPT A MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT CONSISTING OF 67.41 ± ACRES FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY TWIN LAKES RESERVE & GOLF CLUB, INC. LOCATED SOUTH OF KEENE ROAD AND WEST OF SR 19; AMENDING THE OPEN SPACE; REPLACING THE GOLF PRO SHOP WITH A 40-BED ASSISTED LIVING FACILITY; AMENDING THE CONCEPTUAL SITE PLAN; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Owner desires to amend the Planned Unit Development conditions previously approved by Ordinance No. 2006-A for certain real property consisting of approximately 67.41 ± acres located south of Keene Road and west of SR 19, as legally described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

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

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

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

WHEREAS, upon review, certain terms pertaining to the development of the Property have been duly approved, and

WHEREAS, the City Council has determined that this amendment is consistent with the City of Umatilla Comprehensive Plan and Land Development Regulations.

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

Section 1: **Purpose and Intent.** That the zoning classification of the Property, being situated in the City of Umatilla, Florida, shall hereafter be designated as Residential Planned Unit Development (RPUD), as defined in the Umatilla Land Development Regulations.

Section 2: **Zoning Classification.** That the Property shall be designated as RPUD, in accordance with Chapter 6, Section 2(k) of the Land Development Regulations of the City of Umatilla, Florida. The Property rezoned pursuant to this section shall be subject to the Umatilla Land Development Regulations pertaining properties within the Planned Unit Development District and shall be developed according to the Master Developer's Agreement attached hereto as Exhibit "B" and made a part hereof by reference.

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

Section 4: **Severability.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5: **Scrivener's Errors.** Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 6: **Effective Date.** This Ordinance shall become effective immediately upon passage by the City Council of the City of Umatilla.

PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this ______ day of ________, 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"

PARCEL "A"
That portion of Gibson and Gotherman Addition to Altoona, as recorded in Plat Book 1, Page 38, Public Records of Lake County, Florida, lying south of Twin Lakes Estates Phase III (3), as recorded in Plat Book 58, Pages 26 and 27, Public Records of Lake County, Florida.

AND

PARCEL "B"
The South 860.00 feet of Government Lot 2, Section 6, Township 18 South, Range 27 East, Lake County, Florida, lying West of the West line of "Gibson and Gotherman" Addition to Altoona, as recorded in Plat Book 1, Page 38, Public Records of Lake County, Florida,; LESS AND EXCEPT all of that portion of Twin Lakes Estates, as recorded in Plat Book 43, pages 97 and 98, Public Records of Lake County, Florida; LESS AND EXCEPT all of that portion of Twin lakes Estates Phase II (2), as recorded in Plat Book 49, Pages 39 and 40, Public Records of Lake County, Florida.

AND

PARCEL "C"

That part of Government Lot 3, Section 6, Township 18 South, Range 27 East, Lake County, Florida, lying North of Block E in Silver Beach Heights, as recorded in Plat Book 14, Pages 25 and 25-A, Public Records of Lake County, Florida, and West of the Westerly right of way of abandoned railroad; LESS begin at the Northeast corner of Lot 4, Block E, of said Silver Beach Heights, run East along the North line of Block E 306.05 feet, more or less, to the Westerly right of way of State Road No. 19 and Designated Point A. Return to the point of beginning and run North parallel to the East line of Tarpon Avenue of platted Silver Beach Heights 305.58 feet, thence East parallel to the North line of Aforesaid Block E 551.19 feet, more or less, to the Westerly right of way of aforesaid railroad, thence Southwesterly along said abandoned railroad right of way and the Westerly right of way of State Road No. 19 to Designated Point A; ALSO LESS begin at the Northeast corner of Lot 4, Block E of aforesaid Silver Beach Heights, run North parallel to the East line of Tarpon Avenue of platted Silver Beach Heights 305.58 feet, thence West parallel to the North line of aforementioned Block E 239.83 feet, more or less, to the West line of aforementioned Government Lot 3, thence South along said West line being parallel to the East line of aforesaid Tarpon Avenue 305.58 feet, more or less, to the North line of Block E, thence East along said North line 239.83 feet, more or less, to the Point of Beginning. LESS AND EXCEPT all of that portion of Twin Lakes Estates, as recorded in Plat Book 43, Pages 97 and 98, Public Records of Lake County, Florida; LESS AND EXCEPT all of that portion of Twin Lakes Estates Phase II (2), as recorded in Plat Book 49, Pages 39 and 40, Public Records of Lake County, Florida.

AND

TRACT "A" PHASE II

Tract "A", Twin Lakes Estates Phase II (2), according to the plat thereof recorded in Plat Book 49, Pages 39 and 40, Public Records of Lake County, Florida.

AND

TRACT “B” PHASE III

Tract “B”, Twin Lakes Estates Phase III (3), according to the plat thereof recorded in Plat Book 58, Pages 26 and 27, Public Records of Lake County, Florida.

PARCEL “D” Official Records Book 2251, Pages 486 through 488, LAKE County

Beginning 535.52 feet North of the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 6, Township 18 South, Range 27 East; thence run North 305.58 feet; thence East 12 chains and 4 links to the Right of Way of the St. Johns and Lake Eustis Railroad (now the Atlantic Coast Line Railroad); thence South 35° West to a point due East of the Point of Beginning; thence West 628.3 feet to Point of Beginning.

EXCEPT (LESS), however, from the above-described parcel, the following: The South 190 feet of the above-described parcel, except the West 380 feet thereof; the North line of above excepted tract being 335 feet; the West line being 190 feet; the South line being 208.3 feet (166 feet West of Highway); and the East line being the West line of the Right of Way of A.C.L. R.R.

PARCEL NO. 1 Official Records Book 2251, Pages 464 through 466, LAKE County

PARCEL 1, being conveyed by John David McTureous, Mary McTureous Carter, and Ann McTureous Campbell, as Successor Co-Trustees of the Mildred C. McTureous Revocable Trust Agreement dated March 9, 1989:

Beginning 535.52 feet North of the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 6, Township 18 South, Range 27 East; thence run West 180.1 feet, thence North 777.48 feet, thence East 180.1 feet, thence South 777.48 feet to the Point of Beginning.

AND

PARCEL NO. 2

PARCEL 2, being conveyed by Mildred C. McTureous, an unmarried woman:

The South 190 feet of the following tract, EXCEPT the West 380 feet thereof (the North line of the tract hereby described as 335 feet, more or less; being 166 feet, more or less, West of the Highway; and the East line is the West line of the Right of Way of the A.C.L. R.R.), to-wit:

Beginning 535.52 feet North of the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 6, Township 18 South, Range 27 East; thence run North 305.58 feet; then East 12 chains and 4 links to the Right of Way of the St. Johns and Lake Eustis Railroad (now the Atlantic Coast Line Railroad); thence South 35° West to a point due East of the Point of Beginning; thence West 628.3 feet to Point of Beginning.

MASTER DEVELOPER'S AGREEMENT

This MASTER DEVELOPER'S AGREEMENT (the "Agreement") is made this ____ day of ___________ 2026, by and between the **CITY OF UMATILLA, a Florida municipal corporation** ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, and **Twin Lakes Reserve & Golf Club, Inc., a Florida corporation** ("Owner"), whose address is 2412 Ben Franklin Drive, Deland, Florida, 32720, hereinafter referred to collectively as the "Parties."

RECITALS

1. The Owner desires to amend the Planned Unit Development ("PUD") conditions previously approved by Ordinance No. 1998-J, as amended by Ordinance 2026-_, consisting of approximately 18.6 ± acres of the larger 67.41+/- acre Planned Unit Development 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 Property is currently located within the City of Umatilla and is currently zoned "Residential Planned Unit Development (RPUD)" with a future land use designation on the City of Umatilla Future Land Use Map of "Residential Single Family Medium Density."

3. The City Council has determined that the amendment to the PUD conditions and proposed development are consistent with the City's Comprehensive Plan, Land Development Regulations, and the public interest.

4. 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.

5. The City of Umatilla has determined that the amendment to the PUD conditions 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.

6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property and have further offered to adhere to certain development standards outlined herein.

7. The Property is within the City's Chapter 180, Florida Statutes, utility district, and Owner has requested and City desires to provide water as well as other municipal services to the Property.

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 an amendment to the RPUD zoning conditions 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 RPUD amendment 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 Council shall have the full and complete right to approve or deny the application for zoning amendment. However, if the City Council 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 Huffstetler Landscape Architecture & Planning attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with City's "Residential Planned Unit Development" (RPUD) zoning district as it currently exists or as amended, and subject to City approval.

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

a. One (1) Assisted Living Facility containing no more than forty (40) beds; and

b. Customary and incidental accessory buildings and structures subordinate to the primary use.

No expansion of the number of beds, change in use, or intensification of development shall be permitted except by formal amendment to this Agreement and approval by ordinance of the City Council.

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

a. Minimum Setback requirements shall be:

Front: Road Right of Way - Fifty feet (50')
Side: Road Right of Way – Twenty-five feet (25')
Another Lot – Ten feet (10'),
Rear: Another Lot – Twenty-five feet (25')
Lake – Fifty feet (50')

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

Accessories Structure 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 Assisted Living Facility shall meet the Non-Residential Design Standards of Chapter 6, Section 5 of the City's Land Development Regulations.

Section 6. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by access onto Twin Lake Circle and State Road 19.

a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by Florida Department of Transportation (FDOT) and City of Umatilla.
b. All roads or related transportation improvements associated with the Development will be privately owned and maintained._The City shall have no obligation to accept, maintain, repair, or improve any private road or transportation improvement serving the Property.

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 and Wastewater. Subject to the terms herein, Owner and their successors and assigns agree to obtain water and wastewater service (hereafter, "Utilities") exclusively through purchase from City when the City makes such water and sewer 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. Onsite sewage treatment and disposal 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. The Owner shall provide the City utility easements related to the Property as requested by the City from time to time. 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. Connection to central sanitary sewer shall be required within twelve (12) months of availability of such service within one thousand (1,000) feet of the Property, unless a longer period is approved by the City Council by written extension.

Any onsite wastewater treatment system, including but not limited to enhanced nutrient reducing onsite sewage treatment and disposal systems or distributed wastewater treatment systems (DWTS) permitted pursuant to Florida law, shall be designed, permitted, installed, operated, and maintained solely at Owner's expense and responsibility. Owner shall obtain all required permits from the Florida Department of Environmental Protection and any other applicable regulatory agency. The City shall have no ownership, operational, maintenance, monitoring, or regulatory responsibility for any such onsite or distributed wastewater treatment system unless and until expressly accepted by the City by written agreement approved by the City Council.

Section 9. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water, police, and fire impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of building permit is issued.

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are 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, sewer, enhanced nutrient reducing onsite sewage treatment and disposal system, and drainage.

Section 11. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. A twenty-five-foot (25') Type "B" landscape buffer shall be installed along the western property boundary adjacent to the residential. A fifteen-foot (15') Type "B" landscape buffer shall be installed adjacent to Twin Lakes Circle. A fifteen-foot (15') Type "A" landscape buffer shall be installed along State Road 19. Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

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.

Failure to install or maintain required landscaping and buffers shall constitute a violation of this Agreement and the City's Land Development Regulations and may be enforced accordingly.

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 commercial 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.

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*. Nothing in this Agreement shall be construed to limit or waive the City's police powers or its authority to enforce applicable laws, ordinances, or regulations.

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 within thirty (30) days 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, not 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, FL 32784-2286 352-669-3125 Telephone Kevin Stone Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone
As to Owner:	Twin Lakes Reserve & Golf Club, Inc. Kenneth Whitmarsh 2412 Ben Franklin Drive Deland, FL, 32720
Copy to:	GavKee Contracting Services, Inc. 614 E Hwy 50, Box 307 Clermont, FL 34711 Telephone: 321-689-2306

Section 25. **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 26. **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 27. **Amendment.** Amendments to the provisions of this Agreement shall be made by the Parties only in writing by formal amendment.

Section 28. **Severability**. If any part of this Agreement is found invalid or unenforceable in any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this 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 Agreement is declared severable.

IN WITNESS WHEREOF, the Parties have set their hands and seals this _____ day of ____________________ 2026.

CITY OF UMATILLA, FLORIDA

By: ______________________________
Christopher Creech, Mayor

ATTEST:

____
Jessica Burnham, CMC, FCRM
City Clerk

WITNESSES:

TWIN LAKES RESERVE & GOLF CLUB, INC.

Cali Canlas
Printed Name: CALI CANLAS

By: Kenneth R Whitmarsh
Printed Name: Kenneth R Whitmarsh
As its: President

Vergel
Printed Name: Letty Vergel

STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11 day of MARCH 2026, by KENNETH WHITMARSH, as PRESIDENT of TWIN LAKES RESERVE & GOLF CLUB, INC., a Florida corporation, on behalf of the company. He/she is personally known to me ☐ or has produced FLORIDA DL as identification.

Bryce Williams
(Signature of Notary Public – State of Florida)

Name of Notary Public: BRYCE WILLIAMS
(Print, Type, or Stamp Commissioned Name of Notary Public)

Commission No.: HH508719
My Commission Expires: 03/27/2028

Notary Public State of Florida
Bryce Williams
My Commission HH 508719
Expires 3/27/2028

PUD
East-West Mid-Section Line
N88°50'25"E 559.49'
3.65 acres +/-
residential lots
GOLFVIEW CIR
20' landscape buffer "B"
PUD
future deck
rooms
reception /dining/rec
23,700 sf
rooms
rooms
rooms
46-spaces
parking lot
existing
existing WRA
existing landscape buffer
N32°32'11E 513.45'±
ROW
C-2
N0°54'28"W 365.14'±
N88°41'27"E 248.12'±
℄ Twin Lake Circle
EXISTING DRIVE
℄ State Road 19
C-2
PFD

Business Impact Estimate Exemption

Ordinance 2026-C, Twin Lakes PUD Amendment

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

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE NO. 1998-J, AS AMENDED, TO ADOPT A MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT CONSISTING OF 67.41 ± ACRES FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY TWIN LAKES RESERVE & GOLF CLUB, INC. LOCATED SOUTH OF KEENE ROAD AND WEST OF SR 19; AMENDING THE OPEN SPACE; REPLACING THE GOLF PRO SHOP WITH A 40-BED ASSISTED LIVING FACILITY; AMENDING THE CONCEPTUAL SITE PLAN; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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 law[1] 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;

[1] See Section 166.041(4), Florida Statutes.

☐ 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 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: **April 28, 2026** **MEETING DATE:** **May 5, 2026**

SUBJECT: Resolution No. 2026-04, FAA Airport Improvement Program (AIP) Project No. 3-12-0026-019-2026 for Taxiway and Taxilane Rehabilitation Design at Umatilla Municipal Airport

BACKGROUND SUMMARY:

The project includes design and permitting for the rehabilitation of the taxiways providing midfield exits from Runway 1-19 and the taxilanes in the midfield terminal area serving as access to the self-service fuel facility and hangar area. The design includes geometry updates to the taxiways, paving, grading, drainage, airfield lighting and pavement markings. Stormwater permitting required by St. John's River Water Management District (SJRWMD) will be completed during the project.

Funding for the design includes FAA Airport Improvement Program (AIP) Project No. 3-12-0026-019-2026 (95%), and a forthcoming FDOT Public Transportation Grant Agreement (PTGA).

RECOMMENDATIONS:

Approval of Resolution No. 2026-04, FAA Airport Improvement Program (AIP) Project No. 3-12-0026-019-2026 for Taxiway and Taxilane Rehabilitation Design at Umatilla Municipal Airport.

FISCAL IMPACTS:

Maximum $9,000 match if FDOT grant is not awarded.

ATTACHMENTS:

1. Map of Taxiway/Taxilane
2. Resolution No. 2026-04, FAA Airport Improvement Program (AIP) Project No. 3-12-0026-019-2026 for Taxiway and Taxilane Rehabilitation Design jc
3. X23-SOG-3-12-0026-019-2026-Grant Agreement - unsigned


Umatilla Municipal Airport

RESOLUTION NO. 2026-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, ACCEPTING A GRANT OFFER FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT THE UMATILLA MUNICIPAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT; PROVIDING FOR COMPLIANCE WITH GRANT REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Umatilla (the "City") owns and operates the Umatilla Municipal Airport; and

WHEREAS, the Federal Aviation Administration (FAA) has issued a Grant Offer under the Infrastructure Investment and Jobs Act (IIJA), identified as Project No. 3-12-0026-019-2026, for airport improvements; and

WHEREAS, the project includes design work for the rehabilitation of airport infrastructure, including apron, taxi-lanes, and taxiways;

WHEREAS, the FAA has agreed to fund ninety-five percent (95%) of eligible project **costs**, with a maximum federal obligation of $171,000;

WHEREAS, the City is required to formally accept the grant and authorize execution by its governing body prior to the deadline established by the FAA;

WHEREAS, the City Council finds that acceptance of this grant is in the best interest of the City and will enhance the safety and functionality of the Umatilla Municipal Airport.

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

Section 1. <u>Acceptance of Grant Offer.</u> The City Council hereby accepts the FAA's Grant Offer for Project No. 3-12-0026-019-2026 for airport infrastructure improvements at the Umatilla Municipal Airport.

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

Section 3. <u>Compliance with Grant Requirements.</u> The City agrees to comply with all terms, conditions, assurances, and federal requirements associated with the grant, including reporting, auditing, and project completion obligations.

Section 4. Matching Funds. The City acknowledges its responsibility to provide any required local match and to fund any costs not covered by the FAA grant.

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

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

CITY OF UMATILLA, FLORIDA

____
Christopher R. Creech, Mayor

ATTEST:

____
Jessica Burnham, CMC, FCRM, City Clerk

Approved as to form:

____
Jennifer Cotch, City Attorney

U.S. Department
of Transportation
Federal Aviation
Administration

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

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

Dear Mr. Mercer:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Project No. 3-12-0026-019-2026 at Umatilla Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

You may not make any modification to the text, terms or conditions of the Grant Offer.

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

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **May 22, 2026**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date four (4) years from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

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

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

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

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

Sincerely,

Juan C. Brown
Manager

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

AIRPORT INFRASTRUCTURE GRANT (AIG) GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	
Airport/Planning Area	Umatilla Municipal Airport
Airport Grant Number	3-12-0026-019-2026
Unique Entity Identifier	P4FAAQABEDV3

TO: City of Umatilla

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

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

WHEREAS, the sponsor has submitted to the FAA a Project Application dated December 15, 2025, for a grant of federal funds for a project at or associated with the Umatilla Municipal Airport, which is included as part of this Grant Agreement; and

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

Rehabilitate Central Apron (1,300 square yards) – Design; Rehabilitate T-hangar Taxilanes (750 feet) – Design; Rehabilitate Taxiway A (500 feet), Connector Taxiway A1 (150 feet) and Connector Taxiway A2 (150 feet) - Design

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number(s): 20.117**.**

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $171,000.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 USC § 47108(b):
   $0 for planning
   $171,000 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This agreement is subject to the following federal award requirements:

   a. Period of Performance:

      i. Start Date: The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.

      ii. End Date: Four (4) years to the calendar day from the date of acceptance.

      iii. Extension of the Period of Performance (PoP): The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

      The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this agreement.

   b. Budget Period:

      i. For a single year grant offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

ii. For a multi-year grant offer, per the authority provided in 49 USC § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year grant offer (See Multi-Year Grant Special Condition, if applicable).

c. Appropriation Period of Availability and Expenditure:

i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.

ii. In accordance with 31 USC § 1552, by September 30th of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

iii. IIJA and Supplemental AIP funding are subject to this condition.

d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project(s) identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

i. The recipient fails to comply with the terms and conditions of this agreement;

ii. The recipient fails to obtain or provide any recipient grant contribution as required by the agreement;

iii. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;

iv. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;

v. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;

vi. The recipient requests that the FAA terminate the agreement under this section; or

vii. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

3. Ineligible or Unallowable Costs. In accordance with 49 USC § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 USC § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 USC Chapters 471 and 475, IIJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project(s) unless this offer has been accepted by the sponsor on or before May 22, 2026, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

    a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this grant agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal grant agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.

    b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by $25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

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

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

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

14. **Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 USC § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 USC § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        i. 15 percent; or

        ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 USC § 47109, or IIJA (P.L. 17-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

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

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

    a. Verify the non-federal entity is eligible to participate in this federal program by:

        i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or

        ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

        iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debars a contractor, person, or entity.

21. <u>Ban on Texting While Driving</u>.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:

   i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.

   ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

f. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

22. <u>Trafficking in Persons</u>.

a. *Posting of contact information.*

   i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a sponsor that is a private entity.*

   i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:

      a) Severe forms of trafficking in persons;

      b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

      c) The use of forced labor in the performance of this grant; or any subaward; or

      d) Acts that directly support or advance trafficking in persons, including the following acts:

         1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

         2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

4. Charging recruited employees a placement or recruitment fee; or

5. Providing or arranging housing that fails to meet the host country's housing and safety standards.

ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if any private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant; or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or
2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

c. *Provisions applicable to a sponsor other than a private entity.*

i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 USC § 7104b(c), without penalty, if subrecipient is a private entity under this grant:

a) is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant or

b) has an employee that is determined to have violated a prohibition in paragraph 2.a. (PoP) of this grant through conduct that is either:

1. Associated with the performance under this grant; or

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

d. Provisions applicable to any sponsor or subrecipient.

i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 2.a. (PoP) of this grant.

ii. The FAA's right to unilaterally terminate this grant as described in paragraphs 2.b. (Budget Period) or 3.a. (Close Out and Termination) of this grant, implements the requirements of 22 USC Chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.

iii. The sponsor must include the requirements of paragraph 2.a. (PoP) of this grant award term in any subaward it makes to a private entity.

iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).

e. *Definitions. For purposes of this grant award, term:*

i. "Employee" means either:

a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or

b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

ii. "Private Entity" means:

a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.

b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 USC § 7102).

23. Grant Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated April 6, 2022, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal. In accordance with 2 CFR § 200.217 and 41 USC § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 41 USC § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 USC § 4712. See statutory requirements for whistleblower protections at 10 USC § 4701, 41 USC § 4712, 41 USC § 4304, and 10 USC § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 USC § 47123), the Age Discrimination Act of 1975 (42 USC § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

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

    a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 USC § 3729(b)(4) and

    b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.

30. **National Airspace System Requirements.**

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

    b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:

        i. Additional conditions on the award;

   ii. Consistent with 49 USC Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
   iii. Any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).

31. Signage Costs for Construction Projects. The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

SPECIAL CONDITIONS

32. <u>Design Grant</u>. This Grant Agreement is being issued in order to complete the design of the project. The sponsor understands and agrees that within two (2) years after the design is completed that the sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

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

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

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

____
(Signature)

____
(Typed Name)

____
(Title of FAA Official)

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

Part II - Acceptance

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

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

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated ______________________________

City of Umatilla
(Name of Sponsor)

____
(Signature of Sponsor's Authorized Official)

By: ______________________________
(Typed Name of Sponsor's Authorized Official)

Title: ______________________________
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (USC), Chapters 471 and 475; 49 USC §§ 40101 et seq., and 48103; Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); Consolidated Appropriations Act, 2026 (P.L. 119-75); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at ______________________________

By: ______________________________
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal Government is a violation of 18 USC § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

a. 49 USC subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 USC § 201, et seq.

d. Hatch Act – 5 USC § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 USC § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 USC § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 USC § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 USC § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 USC § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 USC § 4012a.[1]

l. 49 USC § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 USC § 794.

n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 USC § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 USC § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 USC § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 USC § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 USC § 874.[1]

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

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

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

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

Footnotes to Assurance (C)(1)

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

Specific Assurances

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

    1. Operating the airport's aeronautical facilities whenever required;

    2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

    3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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

23. Exclusive Rights.

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

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

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

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

    1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

    2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

    3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

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

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

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

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

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

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

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

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

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/aip_pfc_checklist) for AIP projects as of December 15, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises (DBE)/Airport Concessions Disadvantage Business Enterprise (ACDBE) Program.

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

38. Hangar Construction.

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

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301(a)(8).

CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: April 29, 2026 **MEETING DATE: May 5, 2026**

SUBJECT: Partnership Agreement extension with the City of Umatilla and the Umatilla Chamber of Commerce

BACKGROUND SUMMARY:

At the February 18, 2025 City Council meeting, the City entered into a Partnership Agreement with the Umatilla Chamber of Commerce. The agreement established a collaborative relationship to support economic development, business engagement, and community initiatives within the City. The initial term of the agreement commenced upon execution by both parties and was set for a period of one (1) year.

If the City wishes to continue the partnership with the Chamber of Commerce, the Council needs to enter into a new agreement. Staff has suggested the new agreement provides for an automatic renewal for successive one (1) year terms, as long as funding is available.

Additionally, either party can choose to terminate the agreement at any time, with or without cause, upon thirty (30) days written notice. In the event of early termination, the City's financial obligation will be limited to a pro-rata payment for services rendered by the Chamber through the effective termination date within the applicable contract year.

RECOMMENDATIONS:

Approval of the City-Chamber of Commerce Agreement

FISCAL IMPACTS:

$20,000 annually

ATTACHMENTS:

1. Continuing Partnership Agreement with the City of Umatilla and the Umatilla Chamber of Commerce, Inc.

PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") is made and entered into as of the ___ day of ________________ 2026, by and between the City of Umatilla, a Florida municipal corporation, with its principal office located at 1 S. Central Ave., Umatilla, Florida 32784 ("City"), and The Umatilla Chamber of Commerce, Inc., a Florida not-for-profit corporation, with its principal office located at 23 S. Central Ave., Umatilla, Florida 32784 ("Chamber").

RECITALS

WHEREAS, the City seeks to support and promote economic growth within the downtown area of Umatilla; and

WHEREAS, the Chamber is committed to fostering economic development, supporting local businesses, and promoting the downtown area of Umatilla;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the City and Chamber (each a "Party" and collectively the "Parties") agree as follows:

1. Purpose. The purpose of this Agreement is to formalize the partnership between the City and the Chamber, with the goal of supporting economic development and growth within Umatilla, specifically in the downtown area.

2. Funding and Payment.

a. The City agrees to provide the Chamber with an annual payment of $20,000 to support activities aimed at promoting economic growth in downtown Umatilla for each Contract Year (as defined herein), subject to annual appropriation as provided below**.**

b. The payment will be made as a one-time, full payment for a period of one (1) year, beginning upon the execution of this Agreement and for each renewal term, subject to appropriation**.**

c. The City will disburse the funds within thirty (30) days of the execution of this Agreement, contingent upon completion of all required documentation and formalities.

d. The City's obligation to provide funding under this Agreement is subject to annual appropriation by the City Commission. Nothing herein shall be construed as a pledge of ad valorem taxes or as creating a multi-year financial obligation in violation of Florida law. In the event funds are not appropriated for any renewal term, this Agreement shall terminate without penalty upon written notice from the City.

3. Use of Funds.

a. The Chamber agrees to use the $20,000 exclusively for the activities outlined in **Exhibit A**. This will detail how the funds will be allocated, as well as the specific responsibilities the Chamber will undertake in support of downtown economic development.

b. The Chamber will provide a detailed monthly report to the City Manager, as outlined in **Exhibit A**, detailing the use of the funds and the specific economic development activities undertaken in the downtown area during each Contract Year and any renewal term.

4. Responsibilities of the Chamber

a. The Chamber agrees to work in close collaboration with the City to identify key opportunities for economic development in the downtown area, in accordance with the guidelines outlined in **Exhibit A**.

b. The Chamber will implement a strategic plan to effectively allocate the funds, ensuring that all activities have clear and measurable goals to assess success.

c. Regular updates, as outlined in **Exhibit A**, will be provided to the City regarding progress, challenges, and achievements related to the downtown economic development efforts.

5. Term and Termination

a. This Agreement shall commence upon execution by both Parties and shall continue for an initial term of one (1) year ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term," and together with the Initial Term, the "Term") unless either Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

b. Either Party may terminate this Agreement at any time with or without cause, by providing thirty (30) days written notice to the other Party. In the event of early termination, the City will only be liable for payment on a pro-rata basis for services rendered by the Chamber up to the termination date within the applicable Contract Year.

6. No Guarantee of Results. The Parties acknowledge that the City's funding does not guarantee specific economic outcomes. The Chamber will make reasonable efforts to achieve the intended results, but no express guarantees regarding the success of the activities or their impact are made.

7. Indemnification. Each Party agrees to indemnify and hold the other Party harmless from any claims, damages, losses, or expenses arising from the actions or inactions of the indemnifying Party, except in cases of negligence or willful misconduct by the indemnified Party.

8. Amendments. Any amendments to this Agreement must be made in writing and signed by authorized representatives of both Parties.

9. Entire Agreement. This Agreement constitutes the complete and exclusive understanding between the Parties and supersedes all prior or contemporaneous agreements, representations, and understandings, whether written or oral, regarding the subject matter hereof.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11. Public Entity Crimes. Section 287.133, Florida Statutes, provided 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 the 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.

12. Public Records. In compliance with Chapter 119.0701(2), Florida Statutes:

a. IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS, IT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT **1 S. CENTRAL AVE, UMATILLA, FLORIDA 32784, 352-669-3125.**

b. The Chamber must comply with public records laws, including:

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 Chamber 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 Chamber or keep and maintain public records required by the City to perform the service. If the Chamber transfers all public records to the City upon completion of the Agreement, the Chamber shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City Clerk keeps and maintains public records upon completion of the Agreement, the Chamber shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

13. Employment Eligibility. The Chamber is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Chamber, the Chamber may not be awarded a public contract for a period of one (1) year after the date of termination.

14. Government and Corporate Activism. The Chamber hereby acknowledges that a local government may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor give preference to a vendor based on the vendor's social, political, or ideological interests.

15. Scrutinized Companies and Countries. The Chamber certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If the City determines that Chamber has falsely certified facts under this paragraph or if Chamber is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Amendment, the City will have all rights and remedies to terminate this Amendment consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exemption basis pursuant to Section 287.135, Florida Statutes, as amended. See Sections 287.135 and 215.473, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed this Partnership Agreement as of the date first above written.

CITY OF UMATILLA, FLORIDA

____
Christopher Creech, Mayor

THE UMATILLA CHAMBER OF COMMERCE, INC.
By: ________________________________
Name: ____________________________
Title: _____________________________

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

THE UMATILLA CHAMBER OF COMMERCE, INC.

By: ___________________________________

Print Name: ____________________________

Print Title: _____________________________

STATE OF _______________

COUNTY OF _____________

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of ______________, 202__, by _________________________________, as ________________________ of [insert company name], a _________________, who is personally known to me, or produced _______________________________ as identification.

____

Notary Public Signature

[AFFIX NOTARY SEAL]

Print Notary Name:_________________

My commission expires:_____________

EXHIBIT "A"

Use of Funds and Responsibilities

The City of Umatilla's allocated funds will be used by the Umatilla Chamber of Commerce to further the objectives outlined in the Partnership Agreement, focusing on the promotion of economic development within the downtown area. The obligations set forth in this Exhibit A shall apply during the Initial Term and each Renewal Term, subject to annual appropriation by the City. The following is a breakdown of how the funds will be utilized:

1. **Employee Payroll**: A portion of the funds will be used to cover the payroll of a new full-time employee specifically designated to support downtown economic development initiatives.
2. **Annual Strategic Plan**: The Chamber will develop and implement an annual strategic plan that aligns with the City's goals for downtown growth. This plan will be shared with the City for review and approval.
3. **City Facility and Sign Rentals**: The new employee will be responsible for coordinating the rental of City facilities and signs for events, promotions, and other activities designed to promote downtown economic growth.
4. **Community Redevelopment Area (CRA) Outreach**: The new employee will engage with community stakeholders and coordinate outreach efforts related to the City's CRA initiatives, ensuring that the local businesses and residents are informed and involved in the City's revitalization goals.
5. **Economic and Community Grant Applications**: The new employee will take the lead in identifying, preparing, and submitting economic and community grant applications that support the development and revitalization of the downtown area, helping to maximize available funding opportunities.
6. **Monthly Progress Reports with Performance Metrics**: The Chamber will provide the City with a monthly report detailing the activities conducted, including key performance indicators to measure the success of downtown economic development initiatives. These reports will include a matrix for easy tracking of progress.
7. **Employee Commitment**: The newly hired employee will spend a minimum of 8 hours per week at City Hall to ensure close collaboration between the City and Chamber in support of ongoing development initiatives.
8. **Provision of Equipment and Support**: The Chamber will supply the necessary equipment and support to the new employee, ensuring they have the tools required to fulfill their role effectively.
9. **Attendance at City Council Meetings**: The new employee will attend at least one City Council meeting per month, providing direct updates on the activities being carried out under this partnership and facilitating communication between the Chamber and the City.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

April 14, 2026 through April 20, 2026

ARREST			
04/14/2026	12:58 p.m.	Testore, Angelo Grand Island	While conducting a routine traffic stop Mr. Testore was found to active an active warrant with the Lake County Sheriffs Office.
04/15/2026	10:43 a.m.	Patterson, Alton Umatilla	DUI first offense; Refusal to submit to BAL test; Operating unregistered motor vehicle.
04/20/2026	9:54 p.m.	Lewis, Lisa Miami	Resisting without violence, failed to identify; Culpable negligence.
CRIMINAL CITATIONS REQUIRING COURT APPEARANCE			
04/17/2026	11:55 p.m.	Thomas, Kristina Tavares	Driving while license suspended.
04/19/2026	10:10 p.m.	Aguilar-Lopez, Yorman Apopka	No drivers license never had one.

REPORTS FILED		
04/15/2026	7:11 p.m.	Officers responded to a residence in the area of Wafford Street reference a neighbor dispute.
04/19/2026	10:42 a.m.	Officers responded to a call for service at a residence in the area of Oak Avenue reference criminal trespass.
04/19/2026	11:29 a.m.	Officers responded to Haystax Restaurant reference found narcotics. Items were placed into property at the Umatilla Police Department to be destroyed.

ARRESTS	4
DISPATCHED CALLS	139
TRAFFIC STOPS	46
TRAFFIC CITATIONS ISSUED	10

UMATILLA POLICE DEPARTMENT PRESS RELEASE

April 21, 2026 through April 27, 2026

ARREST

04/21/2026	3:31 p.m.	Hiner, Alan Eustis, FL	While on a routine traffic stop Mr. Hiner was found to have a confirmed warrant out of Volusia County. Ct1: Organized scheme to defraud greater than $20,000 Ct2: Money laundering transaction $20,000/more less than $100,000. He was turned over to Lake County Jail.
04/23/2026	10:27 a.m.	Baker, Jody Eustis, FL	Petit theft retail.
04/24/2026	6:57 p.m.	Schmidt Jr, Kenneth Grand Island, FL	Possession of cannabis; Possession paraphernalia; Possession of paraphernalia
04/25/2026	11:58 p.m.	Victorio Martinez, Jeffery Umatilla, FL	DUI; No valid drivers license; Reckless driving.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

04/23/2026	6:37 p.m.	Stoner, Nicole Eustis, FL	Driving while license suspended/cancelled/revoked with knowledge.
04/27/2026	5:51 p.m.	Odell, Reed Geneva, FL	Driving while license suspended/cancelled/revoked.

REPORTS FILED

04/21/2026	4:00 p.m.	Officers responded to a residence in the area of Wafford Street to assist the Department of Children and Families with commencement of a case. It was determined no criminal acts occurred.

ARRESTS	5
DISPATCHED CALLS	170
TRAFFIC STOPS	53
TRAFFIC CITATIONS ISSUED	8