



UMATILLA CITY COUNCIL MEETING

June 2, 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
- May 19, 2026, Regular City Council Minutes

PRESENTATIONS

2. City of Umatilla Speed Study Results Altumint
3. Request from Anette Vazquez for Code Enforcement Lien Reduction — 546 Guerrant Street

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

NEW BUSINESS

4. AVCON Task Order No. 11 for Infrastructure Improvements – Design Phase Services at Umatilla Municipal Airport
5. Resolution No. 2026-06, FDOT PTGA 449783-1-94-01 for Infrastructure Improvements – Design and Construction at Umatilla Municipal Airport.
6. AVCON Task Order No. 12 for Taxiway and Taxilane Rehabilitation – Design Phase Services at Umatilla Municipal Airport
7. Resolution No. 2026-09, SRF Amendment 1 To Loan Agreement DW350760 City Of Umatilla

DISCUSSION

8. Discussion on 410 North Orange Ave - Update

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

May 19, 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
Kevin Stone, 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 FETTEROLF TO APPROVE THE AGENDA; SECONDED BY VICE MAYOR DURBIN. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

MINUTES REVIEW

1. Approval of Meeting Minutes
- May 5, 2026, Regular City Council Minutes

MOTION BY COUNCIL MEMBER FETTEROLF TO APPROVE THE MAY 5, 2026, REGULAR CITY COUNCIL MINUTES; SECONDED BY VICE MAYOR DURBIN. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

PRESENTATIONS

PUBLIC COMMENT

Mayor Creech opened public comment.

Charelle Burgess, Umatilla Chamber, reported that the Chamber currently has 164 members. She highlighted past and upcoming events, including the May 4 Teacher Appreciation event and the Umatilla High School scholarship presentation. She also announced that the June 4 After Hours event would be held at the Palm Mansion.

Mayor Creech closed public comment.

CONSENT AGENDA

2. Declaration of Surplus Items
- Public Work Vehicles

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

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

NEW BUSINESS

3. Resolution No. 2026-08, City Manager Authorized to Sign Grant Applications

City Attorney Stone read the Resolution by title.

RESOLUTION NO. 2026-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT GRANT APPLICATIONS, RELATED DOCUMENTS, AND AGREEMENTS ON BEHALF OF THE CITY FOR CERTAIN GRANT FUNDING OPPORTUNITIES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

City Attorney Stone provided background on the item, explaining that the City of Umatilla regularly seeks grant funding opportunities from federal, state, regional, local, and private sources to support projects such as infrastructure improvements, public safety, utilities, parks, planning efforts, and economic development initiatives. He explained that many grant programs require applications, agreements, certifications, amendments, and related documents to be executed by an authorized City representative.

To improve administrative efficiency and ensure grant opportunities can be submitted in a timely manner, staff recommended authorizing the City Manager, or designee, to execute and submit grant-related documents on behalf of the City. City Attorney Stone clarified that the authorization would be limited to administrative actions necessary for applying for and managing grants and would not authorize expenditures or financial obligations without separate City Council approval.

MOTION BY COUNCIL MEMBER ADAMS TO APPROVE RESOLUTION NO. 2026-08, CITY MANAGER AUTHORIZED TO SIGN GRANT APPLICATIONS; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

4. Vacant Land Listing Agreement with the City of Umatilla and Bryant Properties Inc. for Lake Fern Industrial Lots

City Manager Mercer provided background on the item, explaining that, at the direction of the City Council, he interviewed two local real estate brokers regarding the listing of parcels within the Lake Fern Industrial Park. Based on those interviews, staff recommended Mr. Paul Bryan of Bryan Properties, Inc. in Umatilla to serve as the City's listing broker. City Manager Mercer noted that Mr. Bryan has more than 35 years of experience in listing and selling properties, as well as recruiting and retaining businesses.

He explained that the proposed listing agreement is a standard one-year real estate agreement; however, additional provisions were included allowing the City to cancel the agreement at any time without penalty. He also clarified that the City would retain the right to reject any offers that do not satisfy the job creation requirements associated with the Governor's Job Growth Grant conditions.

Discussion ensued regarding the process for marketing and selecting potential tenants for the Lake Fern Industrial Park parcels. Council members discussed how the application and review process would work, including considerations related to the quality and quantity of potential applicants. It was noted that City Manager Mercer would prepare a synopsis outlining what the application process would include and how proposals would be evaluated moving forward.

REPORTS

5. Staff Reports

Assistant City Manager Bolton had nothing to report.

City Manager Mercer had nothing to report.

City Attorney Stone had nothing to report.

City Council Member Fetterolf had nothing to report.

City Council Member Crockett

City Council Member Crockett thanked the Public Works Department for their quick response and efforts in restoring water service after a contractor struck a pipe, causing his water to be shut off.

Mayor Creech had nothing to report.

Vice Mayor Durbin had nothing to report.

Council Member Adams had nothing to report.

Chief Seeley had nothing to report.

Mr. Nilson had nothing to report.

Clerk Burnham had nothing to report.

Ms. Stulz had nothing to report.

Ms. Lambert had nothing to report.

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 6:21 p.m.

Christopher R Creech, Mayor

Jessica Burnham, CMC, FCRM
City Clerk



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE:

MEETING DATE: June 2, 2026

SUBJECT: City of Umatilla Speed Study Results Altumint

BACKGROUND SUMMARY:

The Umatilla Police Department contacted Altumint, a vendor that provides automated school zone speed enforcement devices. Prior to implementing these devices, municipalities are statutorily required to conduct a study documenting the average number of violations in the targeted area. The areas studied were the school zones surrounding the three schools as well as SR 19 at Bulldog Ln. At the conclusion of the study, Altumint recommended NOT to implement the program due to low average violations.

RECOMMENDATIONS:

Presentation

FISCAL IMPACTS:

N/A

ATTACHMENTS:

None



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: May 11, 2026

MEETING DATE: June 2, 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 after the property conditions declined further, including the removal of the remaining tree trunk, overgrowth and debris. 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 for code enforcement case number 17-00007 on behalf of her son, property owner 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,

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. 13-18-26-2200000A00800
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,

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:

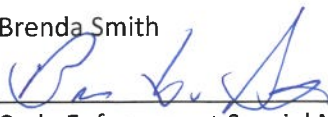
Remove the dead, dying, or diseased tree from the property.
Mow and trim the property and the adjoining right-of-way.

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.

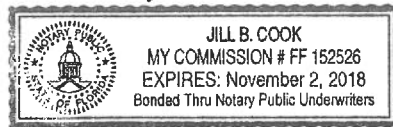
City/State/Zip: Lake Worth, FL 33461,

on this 23 day of June, 2017

CITY OF UMATILLA

M Lambert
Code Enforcement Officer / City Clerk

**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. 2017.

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

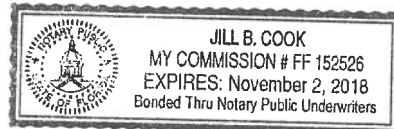
I, Misti Lambert, Code Enforcement Officer for the City of Umatilla, FL who, after being duly sworn, deposes and states:

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.

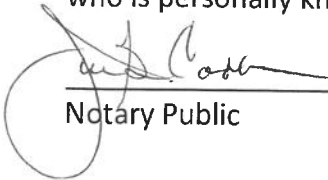


Misti Lambert, Code Enforcement Officer

State of Florida)
) SS
County of Lake)



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



Notary Public



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: Brenda H. Smith

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, 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 #FF016772
EXPIRES: September 9, 2019
WWW.AARONNOTARY.COM





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.

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

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



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.

- | | | |
|---|---|--------------------|
| 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 |
| <u>Abatement of Nuisance Violation</u> | = | <u>\$ 1,331.84</u> |
| Total Lien | = | \$20,508.33 |

- 
Misti Lambert, Code Enforcement

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

Page 20 of 92

(352) 669-3476

DATE 8/11/18

ORDER NO

1788

SHIP TO

City of Umatilla
546 Buenger St.
Umatilla, Fl.

PERSON	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,
Rick'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
<u>Abatement of Nuisance Violation</u>	<u>\$ 1,331.84</u>
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: May 18, 2026

MEETING DATE: June 2, 2026

SUBJECT: AVCON Task Order No. 11 for Infrastructure Improvements – Design Phase Services at Umatilla Municipal Airport

BACKGROUND SUMMARY:

The City is expected to accept an FDOT grant at the June 2, 2026 City Council meeting for design and construction of infrastructure improvements at the airport. This task order includes design and bidding for airside and landside paving, grading, and utility improvements associated with the development of shovel ready sites for future development. Also included in the design are modifications to the medium intensity taxiway lights (MITL) impacted by the construction, pavement markings, stormwater infrastructure improvements, and stormwater permitting required by St. John's River Water Management District (SJRWMD).

Funding for this Task Order is included in FDOT Public Transportation Grant Agreement (PTGA) 449783-1-94-01 (100%).

RECOMMENDATIONS:

Approval of AVCON Task Order No. 11 for Infrastructure Improvements – Design and Bidding Phase Services at Umatilla Municipal Airport.

FISCAL IMPACTS:

\$125,000 funded by FDOT grant

ATTACHMENTS:

1. X23 Infrastructure Improvements Des & Bid Task Order 11
-



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

Re: Umatilla Municipal Airport
Task Order No. 11
Infrastructure Improvements – Design and Bidding Phase Services

1. AUTHORIZATION REQUEST:

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

2. DESCRIPTION OF SERVICES:

The CONSULTANT shall provide design and bidding phase services for the Infrastructure Improvements project as further described in Attachment A.

3. SPONSORS RESPONSIBILITIES:

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

4. PERIOD OF SERVICES:

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

5. PAYMENTS:

Payments shall be made in accordance with Section 2.2A of the Agreement. The total fee amount is \$125,000.00 as further defined in Attachment B.

6. GENERAL CONSIDERATIONS:

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

7. SPECIAL PROVISIONS:

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

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

Your signature, in the space provided below, will signify approval of the terms and conditions of this request which, together with the basic Agreement and Attachments identified below will constitute Task Order No. 12.

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

Very truly yours,

SPONSOR

CONSULTANT

City of Umatilla

AVCON, Inc.

By: _____

By:  _____

Title: _____

Title: President

Date: _____

Date: 4/28/2026

ATTACHMENTS:

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



ATTACHMENT A
SCOPE OF SERVICES
Umatilla Municipal Airport
Infrastructure Improvements
Design and Bidding Phase Services

PROJECT DESCRIPTION:

The project includes design and bidding services for the Infrastructure Improvements project at Umatilla Municipal Airport. The project limits are depicted on Attachment C. Generally, the project includes airside and landside paving, grading and utility improvements associated with the development of shovel ready sites for future hangar development. Also included in the project are modifications to the medium intensity taxiway lights (MITL) impacted by the construction, pavement markings, stormwater infrastructure improvements, and stormwater permitting required by St. John's River Water Management District (SJRWMD).

SERVICES:

Administration

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

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

Design Phase

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

Task 1 – Schematic Design

Task 1 will include preparing Preliminary Design Documents for the Project, including Plans and an Estimate of Construction Cost. The Task shall include:

- Acquire topographic survey.
- Acquire geotechnical information.
- Develop pavement design.
- Field verify survey.
- Develop preliminary paving, grading, drainage, airfield lighting and marking design plans.
- Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
- Prepare construction cost estimate.
- Submit Categorical Exclusion (CatEx).

Task 2 - Final Design

The Consultant shall address any changes requested by the Airport at the Preliminary Design Review Meeting in this Phase. Task 2 will include Finalizing Contract Documents for the Project, including Plans, Specifications, CSPP, and an Estimate of Construction Cost. The Task shall include:

- Finalize design plans.
- Submit stormwater permit application.
- Finalize CSPP and airspace submission documentation and upload to OE/AAA for FAA review and approval.
- Finalize general and technical specifications.
- Prepare final construction cost estimate.

Bidding Phase

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

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

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

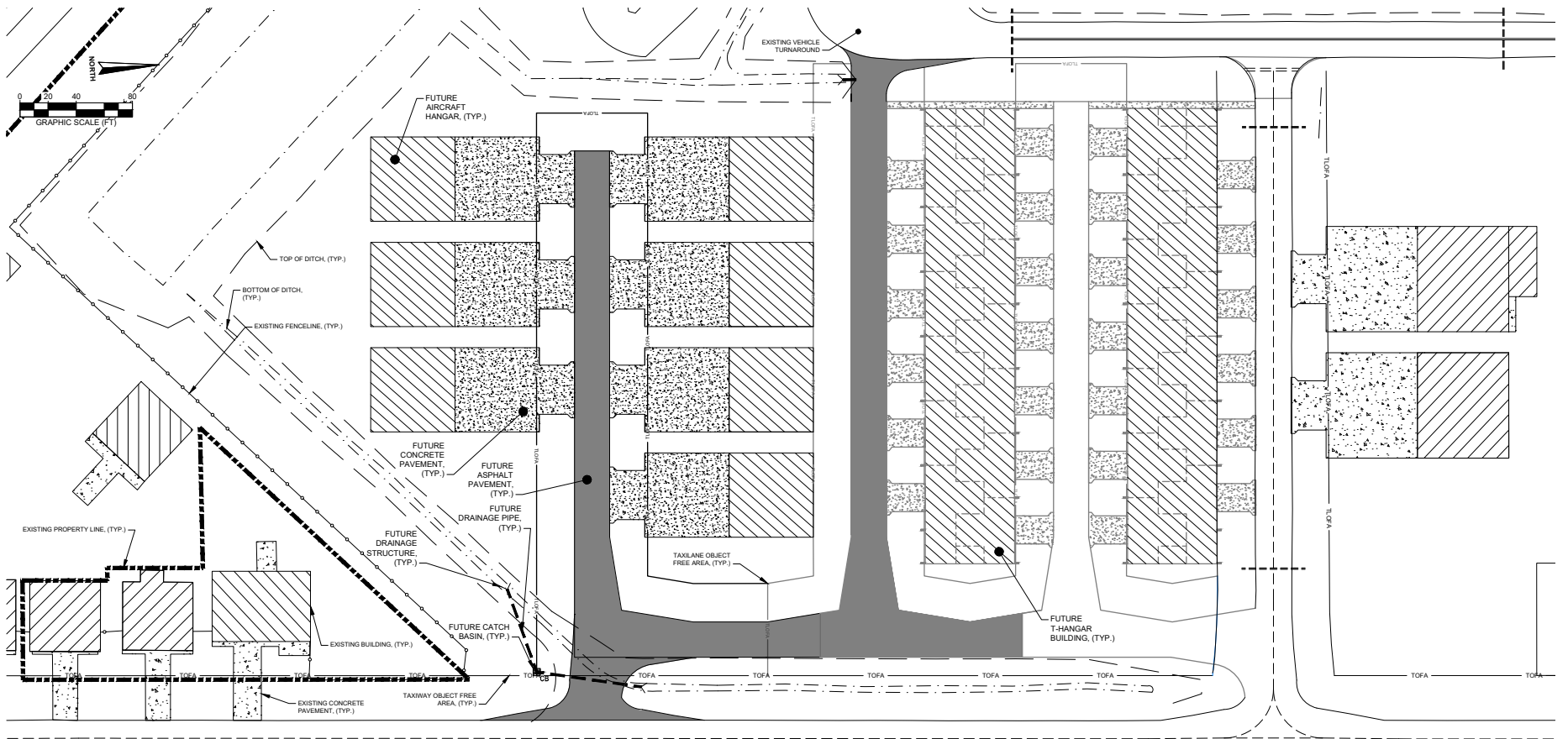
END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL
DESIGN AND BIDDING SERVICES FOR INFRASTRUCTURE IMPROVEMENTS
UMATILLA MUNICIPAL AIRPORT

12/02/2025

TASK	DESCRIPTION	Principal		Sr. Project Manager		Senior Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 300	Rate/Hour:	\$ 200	Rate/Hour:	\$ 195	Rate/Hour:	\$ 135	Rate/Hour:	\$ 125	Rate/Hour:	\$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	PRELIMINARY DESIGN															
1.1	Grant Administration and Project Coordination	2	\$ 600	4	\$ 800		\$ -		\$ -		\$ -		\$ -	6	\$ 1,400	\$ -
1.2	Acquire topographic survey		\$ -		\$ -	2	\$ 390	4	\$ 540		\$ -		\$ -	6	\$ 930	\$ 25,950
1.3	Acquire geotechnical information		\$ -		\$ -	2	\$ 390	4	\$ 540		\$ -		\$ -	6	\$ 930	\$ 7,400
1.4	Develop pavement design		\$ -		\$ -	2	\$ 390	8	\$ 1,080		\$ -		\$ -	10	\$ 1,470	\$ -
1.5	Field verify survey		\$ -		\$ -		\$ -	8	\$ 1,080	8	\$ 1,000		\$ -	16	\$ 2,080	\$ -
1.6	Develop preliminary paving, grading, lighting, drainage and marking plans		\$ -	8	\$ 1,600	24	\$ 4,680	40	\$ 5,400	80	\$ 10,000		\$ -	152	\$ 21,680	\$ -
1.7	Develop Draft CSPP		\$ -	2	\$ 400	8	\$ 1,560	16	\$ 2,160		\$ -		\$ -	26	\$ 4,120	\$ -
1.8	Prepare Construction Cost Estimate		\$ -	2	\$ 400	4	\$ 780	8	\$ 1,080	8	\$ 1,000	4	\$ 320	26	\$ 3,580	\$ -
1.9	Submit Categorical Exclusion (CatEX)		\$ -	2	\$ 400		\$ -		\$ -	8	\$ 1,000	4	\$ 320	14	\$ 1,720	\$ -
1.10	QA/QC	4	\$ 1,200	2	\$ 400	4	\$ 780	4	\$ 540		\$ -		\$ -	14	\$ 2,920	\$ -
	Subtotal	6	\$ 1,800	20	\$ 4,000	46	\$ 8,970	92	\$ 12,420	104	\$ 13,000	8	\$ 640	276	\$ 40,830	\$ 33,350
2	FINAL DESIGN															
2.1	Grant Administration and Project Coordination	2	\$ 600	4	\$ 800		\$ -		\$ -		\$ -		\$ -	6	\$ 1,400	\$ -
2.2	Finalize design plans		\$ -	8	\$ 1,600	24	\$ 4,680	40	\$ 5,400	40	\$ 5,000		\$ -	112	\$ 16,680	\$ -
2.3	Submit stormwater permit application		\$ -	4	\$ 800	24	\$ 4,680	16	\$ 2,160		\$ -		\$ -	44	\$ 7,640	\$ -
2.4	Finalize CSPP		\$ -	2	\$ 400	4	\$ 780		\$ -	8	\$ 1,000		\$ -	14	\$ 2,180	\$ -
2.5	Submit FAA OE/AAA (Airspace Review)		\$ -	2	\$ 400		\$ -		\$ -	4	\$ 500		\$ -	6	\$ 900	\$ -
2.6	Finalize general and technical specifications		\$ -	2	\$ 400	4	\$ 780	8	\$ 1,080		\$ -	8	\$ 640	22	\$ 2,900	\$ -
2.7	Prepare Final Construction Cost Estimate		\$ -	2	\$ 400	4	\$ 780	4	\$ 540		\$ -	4	\$ 320	14	\$ 2,040	\$ -
2.8	QA/QC	4	\$ 1,200	2	\$ 400	4	\$ 780	4	\$ 540		\$ -		\$ -	14	\$ 2,920	\$ -
	Subtotal	6	\$ 1,800	26	\$ 5,200	64	\$ 12,480	72	\$ 9,720	52	\$ 6,500	12	\$ 960	232	\$ 36,660	\$ -
3	BIDDING															
3.1	Grant Administration and Project Coordination	2	\$ 600	4	\$ 800		\$ -		\$ -		\$ -		\$ -	6	\$ 1,400	\$ -
3.2	Prepare bid documents for distribution		\$ -	4	\$ 800	16	\$ 3,120		\$ -	8	\$ 1,000		\$ -	28	\$ 4,920	\$ -
3.3	Assist with advertisement		\$ -	4	\$ 800		\$ -		\$ -	2	\$ 250		\$ -	6	\$ 1,050	\$ -
3.4	Attend and prepare meeting minutes for pre-bid conference		\$ -	4	\$ 800	4	\$ 780		\$ -	2	\$ 250		\$ -	10	\$ 1,830	\$ -
3.5	Respond to bidder questions, issue addenda		\$ -	4	\$ 800	8	\$ 1,560		\$ -	4	\$ 500		\$ -	16	\$ 2,860	\$ -
3.6	Attend bid opening		\$ -	4	\$ 800		\$ -		\$ -		\$ -		\$ -	4	\$ 800	\$ -
3.7	Prepare bid tabulation and recommendation of award		\$ -	4	\$ 800		\$ -		\$ -	4	\$ 500		\$ -	8	\$ 1,300	\$ -
	Subtotal	2	\$ 600	28	\$ 5,600	28	\$ 5,460	0	\$ -	20	\$ 2,500	0	\$ -	78	\$ 14,160	\$ -
	Total	14	\$ 4,200	74	\$ 14,800	138	\$ 26,910	164	\$ 22,140	176	\$ 22,000	20	\$ 1,600	586	\$ 91,650	\$ 33,350

Total Project Fee	\$ 125,000
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CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: May 26, 2026

MEETING DATE: June 2, 2026

SUBJECT: Resolution No. 2026-06, FDOT PTGA 449783-1-94-01 for Infrastructure Improvements – Design and Construction at Umatilla Municipal Airport.

BACKGROUND SUMMARY:

The project includes design and construction for airside and landside paving, grading, and utility improvements associated with the development of shovel ready sites for future development. Also included in the project are modifications to the medium intensity taxiway lights (MITL) impacted by the construction, pavement markings, stormwater infrastructure improvements, and stormwater permitting required by St. John's River Water Management District (SJRWMD). Once construction bids are received, an amendment for additional funding for the project will be issued by FDOT.

Funding for the design includes FDOT Public Transportation Grant Agreement (PTGA) 449783-1-94-01 (100%).

RECOMMENDATIONS:

Approval of Resolution No. 2026-06, FDOT PTGA 449783-1-94-01 for Infrastructure Improvements Design and Construction at Umatilla Municipal Airport.

FISCAL IMPACTS:

\$500,000 FDOT grant

ATTACHMENTS:

1. Resolution No. 2026-06
 2. FDOT PTGA 449783-1-94-01 for Infrastructure Improvements – Design and Construction at Umatilla Municipal Airport
-

RESOLUTION NO. 2026-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A FLORIDA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 449783-1-94-01; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Florida Department of Transportation (“FDOT”) has offered the City a Public Transportation Grant Agreement for Financial Project Number 449783-1-94-01; and

WHEREAS, the Agreement provides funding in an amount not to exceed Five Hundred Thousand and No/100 Dollars (\$500,000.00) for the design, bid services, and construction of infrastructure improvements at the Umatilla Municipal Airport; and

WHEREAS, the FDOT participation rate for the Project is one hundred percent (100%) of eligible project costs, with total project funding in the amount of \$500,000.00; and

WHEREAS, the City Council finds that acceptance of the Grant Agreement and completion of the Project are in the best interests of the City and serve a valid public purpose by improving infrastructure at the Umatilla Municipal Airport; and

WHEREAS, FDOT requires the City to adopt a formal resolution authorizing execution of the Grant Agreement as part of Exhibit “D” to the Agreement.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Acceptance of Grant Agreement. The City Council hereby approves and accepts the Florida Department of Transportation Public Transportation Grant Agreement for Financial Project Number 449783-1-94-01, together with any minor or non-substantive modifications approved by the City Manager.

Section 3. Authorization to Execute. The Mayor and/or City Manager are hereby authorized to execute the Grant Agreement and any related documents, certifications, assurances, amendments,

closeout documents, or other instruments necessary to carry out the intent of this Resolution and the Project contemplated therein.

Section 4. Compliance With Grant Agreement. The City of Umatilla hereby agrees to comply with all terms, conditions, assurances, and provisions contained in the Florida Department of Transportation Public Transportation Grant Agreement for Financial Project Number 449783-1-94-01 and all exhibits attached thereto.

Section 5. Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Severability. If any section, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 7. Effective Date. This Resolution shall take effect immediately upon its adoption.

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

CITY OF UMATILLA, FLORIDA

Christopher R. Creech, Mayor

ATTEST:

Jessica Burnham, City Clerk, CMC, FCRM

Approved as to form:

Jennifer Cotch, City Attorney

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ☒ Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
☒ Exhibit E4: Energy Policy Goals Reporting
☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
 *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
 *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2029. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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

9. Project Cost:

- a. The estimated total cost of the Project is \$500,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$500,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

 - X Travel expenses are NOT eligible for reimbursement under this Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

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Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

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- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

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

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

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- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

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

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have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

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

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

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

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

Federal Funded:

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- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

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30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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

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

State Funded:

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

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

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

And

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

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

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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

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

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

18. Indemnification and Insurance:

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

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

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

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ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

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

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- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

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

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- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Umatilla

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

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

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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Form 725-000-02
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design, bid services, and construction of infrastructure improvements on the southwest side of the airfield.

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

☒ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation/embankment, surface preparation, pavement, drainage, markings, signage, lighting and communications systems (conduits, fixtures, etc.), landscaping, fencing, access control, and security systems, including all materials, equipment, labor, and incidentals required to complete the infrastructure project. The Sponsor will comply with Aviation Program Assurances.

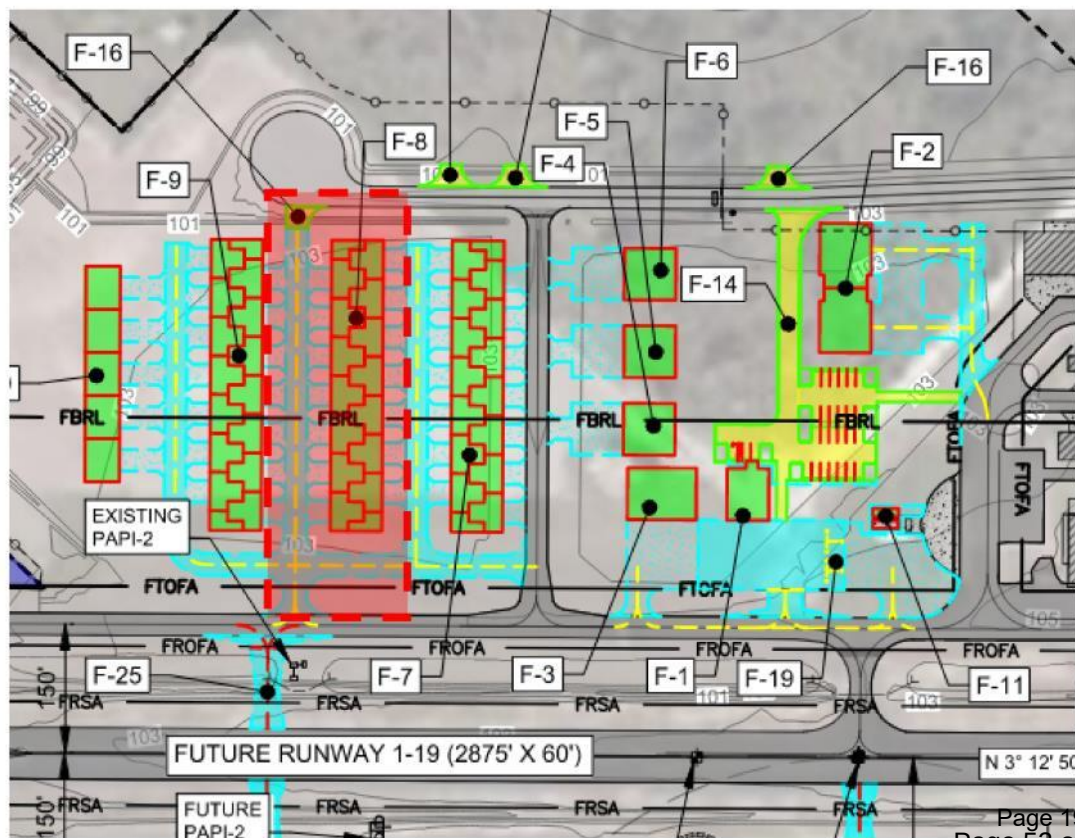
D. Deliverable(s): Final close out documents to be uploaded in JACIP

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

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

F. Transit Operating Grant Requirements (Transit Only):

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



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EXHIBIT B**Schedule of Financial Assistance**

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
449783-1-94-01	DDR	088719	2026	751000	55.004	Aviation Grant Program	\$500,000.00
Total Financial Assistance							\$500,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	\$500,000.00	\$0.00	\$0.00	\$500,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$500,000.00	\$0.00	\$0.00	\$500,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

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

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

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

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

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

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

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

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

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

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

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

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

Insert District PIO contact info:

800-780-7102

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

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

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

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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**PUBLIC TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

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

A. General.

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

B. Agency Compliance Certification.

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

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b. Florida Administrative Code (FAC)

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

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

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

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

a. Federal Requirements

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

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

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

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

a. Federal Requirements

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

b. Florida Requirements

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

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C. Agency Authority.

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

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

1. Accounting System.

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

2. Good Title.

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

3. Preserving Rights and Powers.

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

4. Hazard Removal and Mitigation.

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

5. Airport Compatible Land Use.

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

6. Consistency with Local Government Plans.

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

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

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

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

8. Airport Financial Plan.

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

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

10. Fee and Rental Structure.

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

11. Public-Private Partnership for Aeronautical Uses.

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

12. Economic Nondiscrimination.

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

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

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

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

14. Operations and Maintenance.

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

15. Federal Funding Eligibility.

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

16. Project Implementation.

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

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

18. Airfield Access.

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

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

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

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

20. Consultant, Contractor, Scope, and Costs.

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

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

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

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

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

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

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

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

a. Project Certifications. Certify Project compliances, including:

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

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

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

c. Inspection and Approval. The Agency assures that:

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

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

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

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

- End of Exhibit E -

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

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

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

- End of Exhibit E1 -

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EXHIBIT E3
PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
(Geoengineering and Weather Modification Reporting)

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

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

- a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and
- b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

**PUBLIC TRANSPORTATION
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PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)**

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

- 1. Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.
- 2. Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
 - c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.
- 3. Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$500,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: May 18, 2026

MEETING DATE: June 2, 2026

SUBJECT: AVCON Task Order No. 12 for Taxiway and Taxilane Rehabilitation – Design Phase Services at Umatilla Municipal Airport

BACKGROUND SUMMARY:

The City accepted an FAA grant at the May 5, 2026, City Council meeting for design of the taxilane and taxiway rehabilitation project at the airport, respectively. 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 this Task Order is included in FAA Airport Improvement Program (AIP) Project No. 3-12-0026-019-2026 (95%).

RECOMMENDATIONS:

Approval of AVCON Task Order No. 12 for Taxiway and Taxilane Rehabilitation – Design Phase Services at Umatilla Municipal Airport.

Approval of funds transfer from airport reserves for \$9,000 city match.

FISCAL IMPACTS:

\$9,000 airport reserves

\$171,000 FAA grant funds

ATTACHMENTS:

1. X23 Twy & Txln Rehab Design Task Order 12
-



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

Re: Umatilla Municipal Airport
Task Order No. 12
Taxiway and Taxilane Rehabilitation - Design Phase Services

1. AUTHORIZATION REQUEST:

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

2. DESCRIPTION OF SERVICES:

The CONSULTANT shall provide design phase services for the Taxiway and Taxilane Rehabilitation Project as further described in Attachment A.

3. SPONSORS RESPONSIBILITIES:

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

4. PERIOD OF SERVICES:

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

5. PAYMENTS:

Payments shall be made in accordance with Section 2.2A of the Agreement. The total fee amount is \$176,750.00 as further defined in Attachment B.

6. GENERAL CONSIDERATIONS:

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

7. SPECIAL PROVISIONS:

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

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

Your signature, in the space provided below, will signify approval of the terms and conditions of this request which, together with the basic Agreement and Attachments identified below will constitute Task Order No. 12.

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

Very truly yours,

SPONSOR

CONSULTANT

City of Umatilla

AVCON, Inc.

By: _____

By:  _____

Title: _____

Title: President

Date: _____

Date: 4/28/2026

ATTACHMENTS:

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



ATTACHMENT A
SCOPE OF SERVICES
Umatilla Municipal Airport
Taxiway and Taxilane Rehabilitation
Design Phase Services

PROJECT DESCRIPTION:

The project includes design and permitting services 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 project limits are depicted on Attachment C. 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.

PROJECT JUSTIFICATION:

The 2025 FDOT Airfield Pavement Management Report reflects the need for rehabilitation of the taxilanes which have PCI values ranging between 63 and 69, with a forecasted drop to between 61 and 67 by 2027. The taxilanes are included as a Year 1 Rehabilitation Priority in the report.

SERVICES:

Administration

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

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

Design Phase

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

Task 1 – Schematic Design

Task 1 will include preparing Schematic Contract Documents for the Project, including Plans, Engineer's Report and an Estimate of Construction Cost. The Task shall include:

- Acquire topographic survey.
- Acquire geotechnical information.
- Develop schematic plans.
- Prepare Engineer's Report and construction cost estimate.

- Submit Categorical Exclusion (CatEx).

Task 2 - Preliminary Design

The Consultant shall address any changes requested by the Airport at the Schematic Design Review Meeting in this Phase. Task 2 will include preparing Preliminary Contract Documents for the Project, including Plans, Specifications, CSPP, Engineer's Report and an Estimate of Construction Cost. The Task shall include:

- Field verify survey.
- Develop Preliminary Plans.
- Develop Draft Construction Safety and Phasing Plans and Document (CSPP).
- Submit FAA OE/AAA (Airspace Review).
- Develop general and technical specifications.
- Update Engineer's Report and construction cost estimate.

Task 3 - Final Design

The Consultant shall address any changes requested by the Airport at the Preliminary Design Review Meeting in this Phase. Task 3 will include Finalizing Contract Documents for the Project, including Plans, Specifications, CSPP, Engineer's Report and an Estimate of Construction Cost. The Task shall include:

- Finalize design plans.
- Finalize CSPP and upload to OE/AAA for FAA review and approval.
- Finalize general and technical specifications.
- Prepare Final Engineer's Report and construction cost estimate.

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

END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL
DESIGN SERVICES FOR TAXIWAY AND TAXILANE REHABILITATION
UMATILLA MUNICIPAL AIRPORT

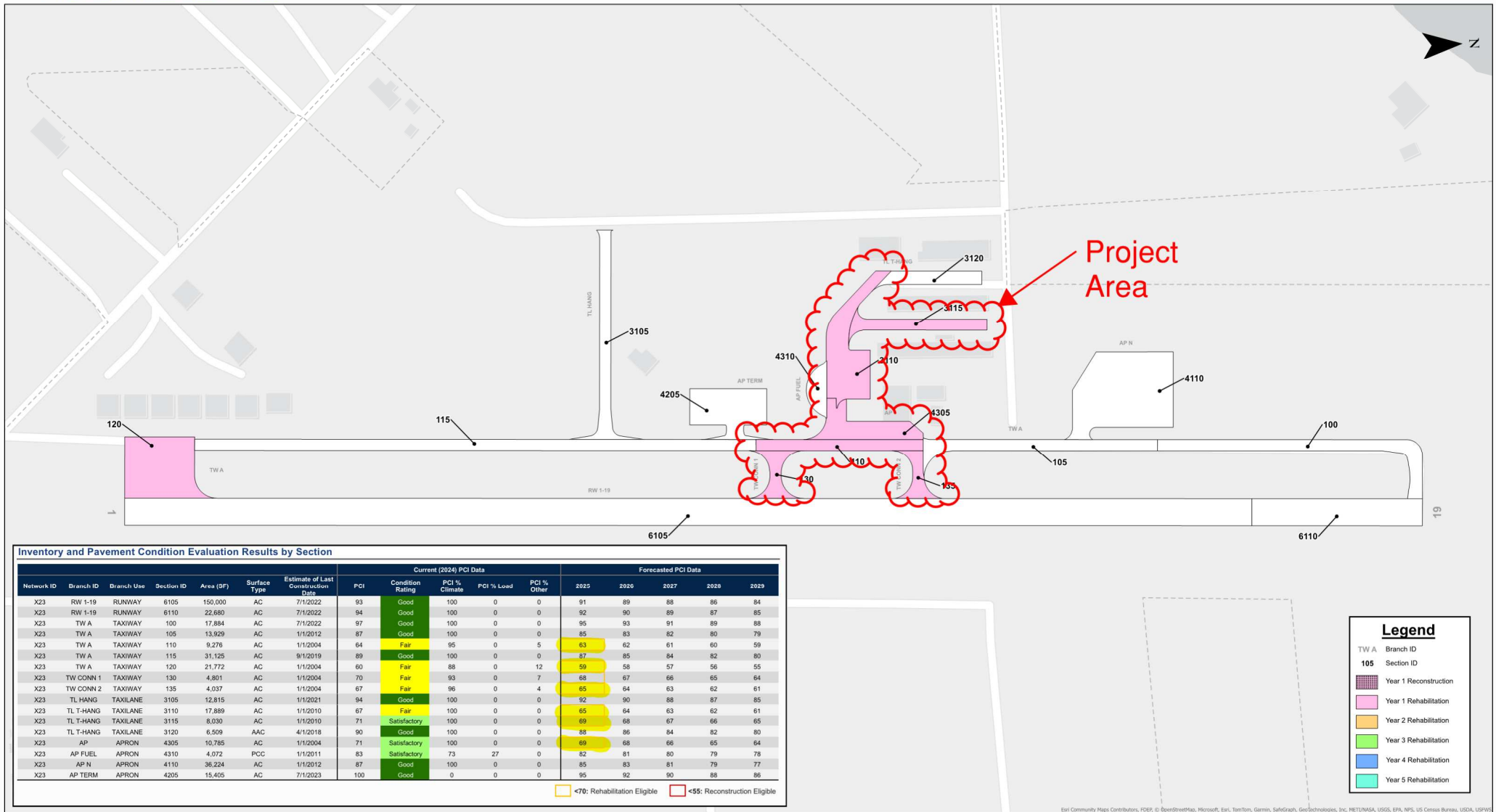
11/26/2025

TASK	DESCRIPTION	Principal		Sr. Project Manager		Senior Engineer		Project Engineer		Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	\$ 300	Rate/Hour:	\$ 200	Rate/Hour:	\$ 195	Rate/Hour:	\$ 135	Rate/Hour:	\$ 125	Rate/Hour:	\$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	SCHEMATIC DESIGN															
1.1	Grant Administration	4	\$ 1,200	8	\$ 1,600		\$ -		\$ -		\$ -		\$ -	12	\$ 2,800	\$ -
1.2	Acquire topographic survey		\$ -	4	\$ 800		\$ -		\$ -	8	\$ 1,000		\$ -	12	\$ 1,800	\$ 25,750
1.3	Acquire geotechnical information		\$ -	4	\$ 800		\$ -	8	\$ 1,080		\$ -		\$ -	12	\$ 1,880	\$ 7,280
1.4	Develop Schematic Plans		\$ -	4	\$ 800	24	\$ 4,680	40	\$ 5,400	40	\$ 5,000		\$ -	108	\$ 15,880	\$ -
1.5	Prepare Engineer's Report and Construction Cost Estimate		\$ -	4	\$ 800	8	\$ 1,560	16	\$ 2,160		\$ -	8	\$ 640	36	\$ 5,160	\$ -
1.6	Submit Categorical Exclusion (CatEX)		\$ -		\$ -	16	\$ 3,120		\$ -	8	\$ 1,000		\$ -	24	\$ 4,120	\$ -
1.7	QA/QC	8	\$ 2,400	4	\$ 800		\$ -	4	\$ 540		\$ -		\$ -	16	\$ 3,740	\$ -
	Subtotal	12	\$ 3,600	28	\$ 5,600	48	\$ 9,360	68	\$ 9,180	56	\$ 7,000	8	\$ 640	220	\$ 35,380	\$ 33,030
2	PRELIMINARY DESIGN															
2.1	Grant Administration and Project Coordination	4	\$ 1,200	8	\$ 1,600		\$ -		\$ -		\$ -		\$ -	12	\$ 2,800	\$ -
2.2	Field verify survey		\$ -		\$ -	8	\$ 1,560		\$ -	8	\$ 1,000		\$ -	16	\$ 2,560	\$ -
2.3	Develop Preliminary Plans		\$ -	16	\$ 3,200	40	\$ 7,800	80	\$ 10,800	120	\$ 15,000		\$ -	256	\$ 36,800	\$ -
2.4	Develop Draft CSPP		\$ -	8	\$ 1,600	16	\$ 3,120	16	\$ 2,160		\$ -		\$ -	40	\$ 6,880	\$ -
2.5	Submit FAA OE/AAA (Airspace Review)		\$ -	4	\$ 800		\$ -	8	\$ 1,080		\$ -		\$ -	12	\$ 1,880	\$ -
2.6	Develop general and technical specifications		\$ -	8	\$ 1,600	16	\$ 3,120	24	\$ 3,240		\$ -	16	\$ 1,280	64	\$ 9,240	\$ -
2.7	Update Engineer's Report and Construction Cost Estimate		\$ -	4	\$ 800	8	\$ 1,560	16	\$ 2,160		\$ -	8	\$ 640	36	\$ 5,160	\$ -
2.8	QA/QC	8	\$ 2,400	4	\$ 800		\$ -	4	\$ 540		\$ -		\$ -	16	\$ 3,740	\$ -
	Subtotal	12	\$ 3,600	52	\$ 10,400	88	\$ 17,160	148	\$ 19,980	128	\$ 16,000	24	\$ 1,920	452	\$ 69,060	\$ -
3	FINAL DESIGN															
3.1	Grant Administration and Project Coordination	4	\$ 1,200	8	\$ 1,600		\$ -		\$ -		\$ -		\$ -	12	\$ 2,800	\$ -
3.2	Finalize design plans		\$ -	8	\$ 1,600	40	\$ 7,800	40	\$ 5,400	40	\$ 5,000		\$ -	128	\$ 19,800	\$ -
3.3	Finalize CSPP		\$ -	4	\$ 800	16	\$ 3,120	24	\$ 3,240		\$ -		\$ -	44	\$ 7,160	\$ -
3.4	Finalize general and technical specifications		\$ -	4	\$ 800	8	\$ 1,560	8	\$ 1,080		\$ -	8	\$ 640	28	\$ 4,080	\$ -
3.5	Prepare Final Engineer's Report and Construction Cost Estimate		\$ -	2	\$ 400	4	\$ 780	8	\$ 1,080		\$ -	8	\$ 640	22	\$ 2,900	\$ -
3.6	QA/QC	4	\$ 1,200	4	\$ 800		\$ -	4	\$ 540		\$ -		\$ -	12	\$ 2,540	\$ -
	Subtotal	8	\$ 2,400	30	\$ 6,000	68	\$ 13,260	84	\$ 11,340	40	\$ 5,000	16	\$ 1,280	246	\$ 39,280	\$ -
	Total	32	\$ 9,600	110	\$ 22,000	204	\$ 39,780	300	\$ 40,500	224	\$ 28,000	48	\$ 3,840	918	\$ 143,720	\$ 33,030

Total Project Fee	\$ 176,750
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AIRFIELD PAVEMENT EVALUATION REPORT

5-Year Major Rehabilitation Needs



*This drawing is for pavement management purposes only. Drawing not to scale.



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: May 27, 2026

MEETING DATE: June 2, 2026

SUBJECT: Resolution No. 2026-09, SRF Amendment 1 To Loan Agreement DW350760 City Of Umatilla

BACKGROUND SUMMARY:

The City previously entered into Drinking Water State Revolving Fund Construction Loan Agreement DW350760 with the Florida Department of Environmental Protection (FDEP) for the State Road 19 Waterline Extension project. FDEP has since provided Amendment No. 1 to the agreement to allow additional time for completion of construction activities and to revise certain project costs and repayment scheduling.

The amendment extends the project construction completion date to September 15, 2026, and revises the repayment schedule to begin on March 15, 2027. Staff recommends approval of the amendment to facilitate completion of the project and maintain compliance with the loan agreement requirements.

RECOMMENDATIONS:

Approval of Resolution No. 2026-09, SRF Amendment 1 to Loan Agreement DW350760 City of Umatilla

FISCAL IMPACTS:

Repayment will move to fiscal year 2027

ATTACHMENTS:

1. Resolution No. 2026-09, AMENDMENT NO. 1 TO STATE REVOLVING FUND LOAN AGREEMENT DW350760 WITH FDEP
 2. DW350760 _Umatilla A1 Ext
-

RESOLUTION NO. 2026-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, APPROVING AMENDMENT NO. 1 TO STATE REVOLVING FUND LOAN AGREEMENT DW350760 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Umatilla, Florida (“City”) previously entered into Drinking Water State Revolving Fund Construction Loan Agreement DW350760 (“Loan Agreement”) with the Florida Department of Environmental Protection (“FDEP”) for the State Road 19 Waterline Extension project; and

WHEREAS, the FDEP has provided the City with Amendment No. 1 to Loan Agreement DW350760 (“Amendment”) to provide additional time for completion of construction activities and to revise certain project costs and repayment scheduling; and

WHEREAS, the Amendment revises the project construction completion date to September 15, 2026, and revises the repayment schedule to commence March 15, 2027; and

WHEREAS, the City Council finds that approval of the Amendment is in the best interest of the health, safety, and welfare of the citizens of the City and is necessary to facilitate completion of the project.

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

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Approval of Amendment. The City Council hereby approves Amendment No. 1 to Drinking Water State Revolving Fund Loan Agreement DW350760 between the City of Umatilla and the Florida Department of Environmental Protection, substantially in the form attached hereto as Exhibit “A.”

SECTION 3. Authorization To Execute. The Mayor is hereby authorized to execute Amendment No. 1 and any related documents required by the Florida Department of Environmental Protection to effectuate the Amendment, subject to approval as to form and legal sufficiency by the City Attorney.

SECTION 4. Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Severability. If any section, sentence, clause, phrase, or provision of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Resolution.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this ____ day of June, 2026.

CITY OF UMATILLA, FLORIDA

Christopher R. Creech, Mayor

ATTEST:

Jessica Burnham, City Clerk, CMC, FCRM

Approved as to form:

Jennifer M. Cotch, City Attorney

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT DW350760
CITY OF UMATILLA**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF UMATILLA, FLORIDA, (Project Sponsor) existing as a local governmental entity not-for-profit under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW350760, as amended; and

Loan repayment activities need rescheduling to give the Project Sponsor additional time to complete construction; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Section 8.09 of the Agreement is deleted and replaced as follows:

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(3) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra>.

2. Section 8.15 of the Agreement is deleted and replaced as follows:

8.15. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

3. Section 10.06 of the Agreement is deleted and replaced as follows:

The Project Sponsor and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	1,066,525
Contingencies	106,653
Technical Services After Bid Opening	42,500
SUBTOTAL (Disbursable Amount)	1,215,678
Less Principal Forgiveness	(360,283)
SUBTOTAL (Loan Amount)	855,395
Capitalized Interest	7,000
TOTAL (Loan Principal Amount)	862,395

4. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on March 15, 2027, and semiannually thereafter on September 15 and March 15 of each year until all amounts due under the Agreement have been fully paid.

5. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

- (1) Completion of Project construction is scheduled for September 15, 2026.
- (3) The Loan Payment in the amount of \$886,709 shall be due March 15, 2027.
- 6. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement DW350760 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF UMATILLA

Mayor

Attest:

Approved as to form and legal sufficiency:

City Clerk
SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: May 11, 2026

MEETING DATE: June 2, 2026

SUBJECT: Discussion on 410 North Orange Ave - Update

BACKGROUND SUMMARY:

At the April 7, 2026, regular City Council meeting, Mr. Sean Wooten addressed Council during public comment on behalf of Mr. Blazek, requesting that Council consider a 45-day extension to allow additional time to address the conditions of the property.

Following discussion, Council granted a 90-day extension to provide additional time for compliance. Mr. Blazek will appear before the Council to provide a status update on the property.

RECOMMENDATIONS:

Discussion

FISCAL IMPACTS:

TBD

ATTACHMENTS:

None

UMATILLA POLICE DEPARTMENT PRESS RELEASE

May 12, 2026 through May 18, 2026

ARREST

n/a

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

05/15/2026	1:55 p.m.	Sweet, Lorie Umatilla	Driving while license suspended with knowledge.
05/17/2026	12:30 p.m.	Langford, Robert Eustis	Driving while license suspended/cancelled/revoked 2 nd conviction.

REPORTS FILED

05/11/2026	3:33 p.m.	Officers responded to a residence in the area of Lakeshore Avenue reference an altercation. EMS was called and transported person to Waterman.
05/13/2026	3:46 p.m.	Officers responded to the area of Trowell Avenue reference burglary to a residence. A report was taken.
05/16/2026	10:05 a.m.	Officers responded to a residence in the area of Bull Frog Lane reference a suspicious incident. A report was taken.
05/17/2026	1:12 p.m.	Officers responded to the Circle K located at 391 N. Central Avenue reference a suspicious incident. A report was taken.

ARRESTS	2
DISPATCHED CALLS	140
TRAFFIC STOPS	54
TRAFFIC CITATIONS ISSUED	7

UMATILLA POLICE DEPARTMENT PRESS RELEASE

May 19, 2026 through May 25, 2026

ARREST

05/20/2026	11:10 p.m.	Snyder, Scott Umatilla	Tampering electronic monitoring device; Damage property criminal mischief greater than \$200.00; Revoke bond violation injunction protect for stalking or cyberstalking.
05/25/2026	2:14 p.m.	Johnsons, Tyrone Umatilla	Assault (Domestic); Criminal mischief.

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

05/21/2026	2:18 p.m.	Archer, Malak Leesburg	Driving while license suspended/cancelled/revoked, 1 st conviction.
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REPORTS FILED

05/20/2026	12:22 p.m.	Person walked into Umatilla Police Department to report lost property. A report was taken.
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ARRESTS	3
DISPATCHED CALLS	127
TRAFFIC STOPS	46
TRAFFIC CITATIONS ISSUED	4