



## UMATILLA CITY COUNCIL MEETING

June 06, 2023 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 City Council Minutes  
- May 16, 2023 Regular City Council

#### **PRESENTATIONS**

2. Umatilla High School Scholarship Award

#### **PUBLIC COMMENT**

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

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

#### **CONSENT AGENDA**

3. Resolution 2023 – 09, Amendment of the Interlocal Agreement with Lake County
4. Resolution No. 2023-10, Public Transportation Grant Agreement (PTGA) for design and construction of T-Hangars with taxilanes at Umatilla Municipal Airport

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

5. First Reading of Ordinance 2023-04 Annexation - Glendale Groves, LLC
6. First Reading of Ordinance 2023-05 Comprehensive Plan Amendment - Glendale Groves, LLC
7. First Reading of Ordinance 2023-06 Rezoning - Glendale Groves, LLC

## **NEW BUSINESS**

8. Consideration of commencing legal proceeding to recover funds due to contract breach

## **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 16, 2023 at 6:00 PM

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

### MINUTES

#### CALL TO ORDER

Having been duly advertised as required by law Mayor Adcock led the pledge, gave the invocation, and called the Regular City Council Meeting to order at 6:00 P.M. in the Umatilla City Council Chambers.

#### ROLL CALL

##### MEMBERS PRESENT

Kent Adcock, Mayor

Chris Creech, Vice-Mayor

Katherine Adams, Council Member

John Nichols, Council Member

##### Not Present

Brian Butler, Council Member

Jessica Burnham, City Clerk

##### ALSO PRESENT

Scott Blankenship, City Manager

Kevin Stone, City Attorney

Regina Frazier, Finance Director

Aaron Mercer, Development and Public Services Director

Adam Bolton, Chief of Police

Vaughan Nilson, Public Works Director

Amy Stultz, Library Director

Sherie Lindh, Land Planner

Misti Lambert, Assistant to the City Manager

#### AGENDA REVIEW

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

## MINUTES REVIEW

1. Approval of City Council Minutes  
- May 2, 2023 Regular City Council Meeting Minutes

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

## PRESENTATIONS

2. Proclamation for National Police Week 2023

Mayor Adcock read the National Police Week 2023 Proclamation for the record.

## PUBLIC COMMENT

*Mayor Adcock opened public comment*

*No one spoke*

*Mayor Adcock closed public comment*

## CONSENT AGENDA

3. Airport Ground Lease Agreement between the City of Umatilla and X-Ray 23 Aviation, LLC

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

## PUBLIC HEARING / ORDINANCES / RESOLUTIONS

## NEW BUSINESS

4. Umatilla High School Scholarship Award 2023

**MOTION BY COUNCIL MEMBER NICHOLS TO AWARD MISS. HALEY STYNCHCOMB WITH THE UMATILLA HIGH SCHOOL SCHOLARSHIP AWARD 2023; SECONDED BY VICE MAYOR CREECH. MOTION APPROVED BY UNANIMOUS VOICE VOTE.**

## REPORTS

City Attorney Stone provided Council with a legislative update.



Chief Bolton spoke on two new programs that the police department is involved with.

**ADJOURNMENT**

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

\_\_\_\_\_  
Kent Adcock, MAYOR

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

DRAFT



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

---

**DATE: May 31, 2023**

**MEETING DATE: June 6, 2023**

**SUBJECT: Umatilla High School Scholarship Award**

---

**BACKGROUND SUMMARY:**

Annually, the City Council budgets and awards one \$500.00 scholarship to an outstanding Umatilla High School Senior. This year, the scholarship award is being present to Miss. Haley Stynchcomb.

**RECOMMENDATIONS:**

Present Certificate of Scholarship to Miss. Haley Stynchcomb.

**FISCAL IMPACTS:**

\$500.00 Scholarship

**ATTACHMENTS:**

N/A

---



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

---

**DATE:** April 12, 2023 **MEETING DATE:** May 16, 2023  
**SUBJECT:** Resolution 2023 – 09, Amendment of the Interlocal Agreement with Lake  
County

---

**BACKGROUND SUMMARY:**

The Umatilla Municipal Library is a part of the Lake County Library System. It is a member library under an extension of the Interlocal Agreement that is set to expire as of September 30, 2023.

Lake County Library System has presented an amendment to the current agreement. The amendment extends the current Interlocal Agreement for one year by amending the expiration date to September 30, 2024.

In addition, the base appropriation is being increased from \$20,000 to \$25,000.

The agreement runs from October 1, 2023 through September 30, 2024.

**RECOMMENDATIONS:**

Approval of Resolution 2023 – 09 Amendment Interlocal Agreement for Library Services.

**FISCAL IMPACTS:**

Increase of funding by \$5,000 for F/Y 2023/2024

**ATTACHMENTS:**

1. Resolution No. 2023-09, Amendment to Interlocal Agreement with Lake County for Library Services
2. Amendment to Agreement Relating to Provision of Library Services with Lake County

**RESOLUTION NO. 2023-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, APPROVING AN AMENDMENT TO ITS INTERLOCAL AGREEMENT WITH LAKE COUNTY, FLORIDA RELATING TO THE PROVISION OF LIBRARY SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH AMENDMENT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 163, Florida Statutes, Intergovernmental Programs, Part 1 Miscellaneous Programs, Section 163.01 provides that public agencies of the State of Florida may exercise jointly with any other public agency any power, privilege, or authority which such agencies share in common, and which each might exercise separately, and that a joint exercise of power by such agencies may be made by contract in the form of an Interlocal Agreement; and

**WHEREAS**, Lake County is an eligible political subdivision that can participate in the State Aid to Libraries Program and is designated as the single library administrative unit; and

**WHEREAS**, the City and County entered into an Interlocal Agreement dated September 10, 2019 for the purpose of providing unified library service without charge to residents of Lake County by participating in the operation of the Lake County Library System, a public library cooperative; and

**WHEREAS**, the Interlocal Agreement was amended on September 13, 2022 to provide for an extension of the term; and

**WHEREAS**, the City Council desires to approve an additional amendment to the Interlocal Agreement to further extend the term until September 30, 2024; and

**WHEREAS**, the City Council accordingly finds that passing this Resolution 2023-09 is in the best interests of the City.

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

**Section 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**Section 2.** The City Council of the City of Umatilla hereby approves the Amendment to Agreement Relating to Provision of Library Services attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 3.** The City Council of the City of Umatilla hereby authorizes the City Manager to execute the Amendment.

**Section 4.** All resolutions in conflict with the provisions of this resolution are hereby repealed.

**Section 5.** If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this resolution.

**Section 6.** This resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Umatilla, this 6th of June, 2023.

\_\_\_\_\_  
Kent Adcock, Mayor

Approved as to form:

ATTEST:

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

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

**AMENDMENT TO AGREEMENT  
RELATING TO  
PROVISION OF LIBRARY SERVICES**

This is an Amendment to the Interlocal Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, by and through its Board of County Commissioners, and the City of Umatilla, a municipal corporation pursuant to the Laws of Florida, hereinafter referred to as ‘MUNICIPALITY” or “City”, by and through its City Council.

**WITNESSETH:**

**WHEREAS**, on September 10, 2019, the COUNTY entered into an Interlocal Agreement with the MUNICIPALITY for the provision of public library services (the “Agreement”); and

**WHEREAS**, on September 13, 2022, the County and the MUNICIPALITY entered into an extension of the Agreement for an additional 12-month period expiring on September 30, 2023; and

**WHEREAS**, the parties now want to extend the Agreement for an additional 12-month period expiring on September 30, 2024; and

**WHEREAS**, executing this Amendment is in the best interests of the parties and the residents of Lake County and the City of Umatilla.

**NOW, THEREFORE**, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated into this Agreement.
2. **Amendment.** The Agreement is hereby amended as follows:
  - A. Section 3, *Term*, is hereby amended to allow for an additional 12-month period and terminating on September 30, 2024.
  - B. Section 13 (E), *Appropriation of County Funds for Municipality*, is hereby amended to add Year Five: The COUNTY shall allocate a base amount of twenty five thousand dollars (\$25,000) to assist with funding of programs and services at its participating library.
3. **Effect of Amendment.** All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Amendment conflicts with the Agreement, this Amendment will govern.

**AMENDMENT TO AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CITY OF UMATILLA  
RELATING TO PROVISION OF LIBRARY SERVICES**

---

**IN WITNESS WHEREOF**, the parties have signed this Amendment through their authorized representatives on the dates under each signature.

**COUNTY**

LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

\_\_\_\_\_  
Gary J. Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida

\_\_\_\_\_  
Kirby Smith, Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh  
County Attorney

**MUNICIPALITY**

ATTEST:

CITY OF UMATILLA

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

\_\_\_\_\_  
Kent Adcock, Mayor

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Approved as to form and legality:

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



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

**DATE: May 31, 2023**

**MEETING DATE: June 6, 2023**

**SUBJECT: Resolution No. 2023-10, Public Transportation Grant Agreement (PTGA)  
 for design and construction of T-Hangars with taxilanes at Umatilla Municipal Airport**

**BACKGROUND SUMMARY:**

The City previously accepted a design grant for the addition of T-Hangars in the new terminal area of the airport. The design is nearly complete, and the project is set to bid in the next 90 days. In anticipation of the project, FDOT has offered an initial grant for the construction of the t-hangar building. Once bids are received, an amendment for the additional funding necessary to complete the project will be requested.

To date, most FDOT funded projects have received a full waiver of local share – 100% funding. Because this project will provide revenue directly to the airport, FDOT has required a local participation in the project funding. Future no-revenue producing projects are anticipated to receive 100% funding as in the past.

**RECOMMENDATIONS:**

Approval of Resolution No. 2023-10, Public Transportation Grant Agreement (PTGA) for design and construction of T-Hangars with taxilanes at Umatilla Municipal Airport

**FISCAL IMPACTS:**

\$9,290 funding from Airport Fund reserves

**ATTACHMENTS:**

1. Resolution No. 2023-10, Public Transportation Grant Agreement (PTGA) for design and construction of T-Hangars with taxilanes at Umatilla Municipal Airport
2. Public Transportation Grant Agreement



**RESOLUTION NO. 2023-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, ACCEPTING THE PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) 449782-1-94-01 FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF DESIGN AND CONSTRUCTION OF T-HANGARS WITH TAXILANES AT UMATILLA MUNICIPAL AIRPORT; AUTHORIZING CITY OFFICIALS TO EXECUTE SAID AGREEMENT; PROVIDING FOR A SAVINGS CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Umatilla, Lake County, Florida, on June 6, 2023 approved Public Transportation Grant Agreement 449782-1-94-01 with the State of Florida Department of Transportation, for the purpose of design and construction of T-Hangars with taxilanes at Umatilla Municipal Airport.

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

1. That the Umatilla City Council accepts the Public Transportation Grant Agreement 449782-1-94-01 offered by the Florida Department of Transportation as initial funding for this project to be supplemented at a later date. Funding available at this time is for an estimate project value of \$464,508.00, the Department’s participation in the Project shall not exceed 98% (\$455,218.00) of the total eligible cost of the Project. The City’s match is 2% (\$9,290.00) of the total eligible cost.
2. That the Mayor or the City Manager are hereby authorized and directed to sign the Public Transportation Grant Agreement on behalf of the City of Umatilla, Lake County, Florida.
3. That the Finance Director is hereby directed to amend the budget to include the increase in funding.
4. **SAVINGS CLAUSE:** If any section, sentence, clause, phrase, or word of this Resolution is for any reason held, or declared to be, unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this Resolution without such unconstitutional, invalid, or inoperative part therein; and the remainder of this Resolution, after the exclusion of such part or parts shall be deemed and held to be valid as if such parts had not been included herein; or if this Resolution or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

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

Attest:

\_\_\_\_\_

\_\_\_\_\_  
Kent Adcock, MAYOR of the  
City of Umatilla, Florida

Jessica Burnham  
City Clerk

\_\_\_\_\_  
Kevin Stone, Attorney for the  
City of Umatilla, Florida

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 449782-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55052000531 Vendor Number: VF596000442008
Contract Number:	Federal Award Date:	N/A	
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in design and construction of T-Hangars with taxilanes at Umatilla Munciple Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- \_\_\_ \*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, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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

## 9. Project Cost:

- a. The estimated total cost of the Project is \$464,508. 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 \$455,218 and, the Department's participation in the Project shall not exceed 98.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

## 10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:  
 Travel expenses are NOT eligible for reimbursement under this Agreement.  
 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

Item 4.

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

- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.
- If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

Item 4.

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

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

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

Item 4.

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

**12. Contracts of the Agency:**

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



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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

Item 4.

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

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

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

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

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

**Federal Funded:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

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

**State Funded:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

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

And

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

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

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

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

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

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

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

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

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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

Item 4.

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

**18. Indemnification and Insurance:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

This indemnification shall survive the termination of this Agreement."

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

**19. Miscellaneous:**

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



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

Form 725-000-01  
STRATEGIC  
DEVELOPMENT  
OGC 07/22

Item 4.

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

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

AGENCY City of Umatilla

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

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

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

Name: C. Jack Adkins

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

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

Daniel L. McDermott

## 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)): To fund the design and construction of T-Hangar building, taxilanes, and associated site improvements.

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

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, buildings (foundation, structure, roof, MEP, drainage, fire prevention, and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the T-Hangar project. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: Final closeout documents to be uploaded into 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

**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.



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

**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
449782-1-94-01	DDR	088719	2023	751000	55.004	Aviation Grant Program	\$259,663.00
449782-1-94-01	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$195,555.00
449782-1-94-01	LF	088719	2023	751000	55.004	Aviation Grant Program	\$9,290.00
<b>Total Financial Assistance</b>							<b>\$464,508.00</b>

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

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$455,218.00	\$9,290.00	\$0.00	\$464,508.00	98.00	2.00	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
<b>Totals</b>	<b>\$455,218.00</b>	<b>\$9,290.00</b>	<b>\$0.00</b>	<b>\$464,508.00</b>			

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

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

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

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

Luci Taylor

Department Grant Manager Name

Signature

Date

**EXHIBIT C**

**TERMS AND CONDITIONS OF CONSTRUCTION**

**1. Design and Construction Standards and Required Approvals.**

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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

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

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

Form 725-4  
STRA  
DEVELOPMENT  
OGC 04/23

<i>Item 4.</i>
----------------

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

**EXHIBIT E**

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

**A. General.**

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

**B. Agency Compliance Certification.**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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

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

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

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

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

**a. Federal Requirements**

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

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

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

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

**a. Federal Requirements**

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

**b. Florida Requirements**

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

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

**C. Agency Authority.**

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

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

**1. Accounting System.**

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

**2. Good Title.**

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

**3. Preserving Rights and Powers.**

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

**4. Hazard Removal and Mitigation.**

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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

**5. Airport Compatible Land Use.**

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

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

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

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

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

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

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

**8. Airport Financial Plan.**

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

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

**10. Fee and Rental Structure.**

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

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

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

**12. Economic Nondiscrimination.**

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

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

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

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

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

**14. Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility.**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation.**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

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

**18. Airfield Access.**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 -**

**EXHIBIT F**

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

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

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

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

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

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

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

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

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

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

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

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

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

**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:** \$455,218

\*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 30, 2023**

**MEETING DATE: June 6, 2023**

**SUBJECT: First Reading of Ordinance No. 2023-04, Annexation Glendale Groves, LLC**

---

**BACKGROUND SUMMARY:**

The owner is seeking annexation, along with companion applications for a small scale comp plan amendment and rezoning for a mixed use development, consisting of approximately 35.01 acres of single family residential along with approximately 3.41 acres of commercial uses along SR 19.

The subject property is located adjacent to the city limits along the northern, western and southern property boundaries; therefore, the property is eligible for annexation.

**RECOMMENDATIONS:**

Approval of First Reading of Ordinance No. 2023-04, Annexation Glendale Groves, LLC

**FISCAL IMPACTS:**

None

**ATTACHMENTS:**

1. Staff Report for Glendale Groves
  2. Map
  3. Ordinance No. 2023-04, Annexation Glendale Groves
-

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

**ANNEXATION, SSCPA AND REZONING**

**Owner:** Glendale Groves, LLC – Fredrick D. Yancey, III

**General Location:** South of Maxwell Road and west of SR 19

**Number of Acres:** 38.42 ± acres

**Existing Zoning:** County Agriculture, R-3 and C-2

**Existing Land Use:** Lake County Urban Low Density (4 units/acre)

**Proposed Zoning:** Mixed Use Planned Unit Development

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

**Date:** May 12, 2023

**Description of Project**

The owner is seeking annexation, small scale comp plan amendment and rezoning for a mixed use development consisting of single family, attached single family (approximately 35.01 ± acres) and commercial uses along SR 19 (approximately 3.41 ± acres).

	<b>Surrounding Zoning</b>	<b>Surrounding Land Use</b>
<b>North</b>	County A and R-3, City UR-5	Urban Low and City SF Med Density
<b>South</b>	Commercial PUD and PFD	General Commercial & Institutional
<b>East</b>	County R-3 and City R-3	Urban Low Density (4 units/acre) & City Low Density (3 units/acre)
<b>West</b>	County A & City PFD	Urban Low Density (4 units/acre) & Institutional

**Assessment**

**Annexation**

The subject property is located adjacent to the city limits along the northern, western and southern property boundaries; therefore, the property is eligible for annexation.

**Small Scale Comprehensive Plan Map Amendment**



The applicant is requesting a map amendment from Lake County Urban Low Density (4 units/acre) to Single Family Residential Medium Density (5 units/acre) on 38.42 ± acres.

The land use pattern within the city limits is characteristic of a mix of uses within urban core areas and include multi-family, single family medium density, commercial, institutional and utilities.

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 154 single family residential units and under the proposed land use the maximum development is 192 residential units. The amendment increases the residential units by 38.

**School Impact Analysis** – The amendment will increase school age children by 13 students. There is sufficient school capacity available.

Existing County Land Use Residential Units: 154 SF units

Proposed Development Residential Units: 192 SF units

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

**TABLE 1  
STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT**

<b>Lake County Student Generation Rates</b>	
<b>Single Family</b>	
Type	Student Multipliers per Dwelling Unit
High School	0.114
Middle School	0.079
Elementary School	0.157
Total	0.350

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	154	0.157	24	0	0.143	0	<b>24</b>
MIDDLE	154	0.079	12	0	0.063	0	<b>12</b>
HIGH	154	0.114	18	0	0.077	0	<b>18</b>
<b>GRAND TOTAL</b>							<b>54</b>

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

**TABLE 2  
STUDENTS GENERATED BASED ON PROPOSED DEVELOPMENT**

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	192	0.157	30	0	0.143	0	<b>30</b>
MIDDLE	192	0.079	15	0	0.063	0	<b>15</b>
HIGH	192	0.114	22	0	0.077	0	<b>22</b>
<b>GRAND TOTAL</b>							<b>67</b>

**Traffic Impact Analysis –**

The proposed amendment would increase the daily trips as outlined below based on maximum development potential; however, the increase is considered minimum (35 additional PM peak hour trips). Maxwell Road is classified as a local roadway (under the jurisdiction of Lake County) with an adopted Level of Service (LOS) of D. SR 19 is classified as a minor arterial (under the jurisdiction of FDOT) with an adopted Level of Service (LOS) of D. The existing LOS is C. The amendment would not degrade the LOS.

**TRIP GENERATION ANALYSIS**

**Proposed Land Use Program**

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	192 units	210	1,810	180	114	66
Retail**	74.27 KSF	822	7,018	671	322	349
<b>TOTAL GROSS TRIPS (PROPOSED)</b>			<b>8,828</b>	<b>851</b>	<b>436</b>	<b>415</b>

\* 11<sup>th</sup> Edition

\*\* Retail based on .50 FAR

**Existing Land Use Program**

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	154 units	210	1,452	145	91	54
Retail*	37.14 KSF	822	3,509	335	161	174
<b>TOTAL GROSS TRIPS (EXISTING)</b>			<b>4,961</b>	<b>480</b>	<b>252</b>	<b>228</b>

\* Retail based on .25 FAR

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

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
<b>TOTAL NET TRIPS (PROPOSED – EXISTING)</b>	<b>371</b>	<b>184</b>	<b>187</b>

### ***Potable Water Analysis***

The subject site is within the City of Umatilla's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .733 MGD (SJRWMD CUP 2646-6). The City has a current available capacity of 0.10 MGD (includes proposed Fletcher Road amendment) for concurrency purposes and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City's Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will not cause a deficiency. It should be noted that the City is in the process of increasing the consumptive use permit capacity and is scheduled within 2023.

### ***Sanitary Sewer Analysis***

The subject site is within the City of Umatilla's Utility Service area. The City currently owns, operates, and maintains a central sanitary sewer system. The permitted plant capacity is 0.300 MGD and the current available capacity is 0.069 MGD (includes proposed Fletcher Road amendment) and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City's Level of Service (LOS) standards (Table 2). The analysis concludes that the proposed amendment will not cause a deficiency and the City will have a remaining capacity of 0.025 MGD.

### ***Solid Waste Analysis***

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 403 (192 units x 2.1 pph) and the estimated solid waste is 2,015 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

### ***Environmental Analysis***

An environmental assessment was provided and indicates that the subject site does not contain wetlands and is not within 100-year flood plain area. The report did indicate the presence of gopher tortoises and is within the sand skink consultation area. Two kestrels and a nest were observed offsite to the north; however, a snag tree is located onsite and further surveys must be conducted between June and August.

### **Rezoning**

The applicant is requesting that 38.42 acres be rezoned from Lake County Agriculture, R-3 and C-2 to Mixed Use Planned Unit Development (PUD).

The PUD would limit residential development to a total of 85 units. The proposed gross density is 2.2 units/acre and the proposed net density is 3.14 unit/acre.

The proposed rezoning is compatible with adjacent properties and is similar to the Hunter Oaks Subdivision located to the north and the Turtle Cove Subdivision located to the west.

The commercial parcel is located along SR 19 which is considered a commercial corridor. The proposed 3.4-acre site (148,104 ± SF) has approximately 280' of frontage along SR 19 which exceeds the minimum dimensional standards (20,000 SF and 150' of road frontage) for the C-2 zoning classification pursuant to the LDRs.

### **Recommendation**

---

#### **Annexation**

The subject property is located adjacent to the city limits along the northern and southern property boundaries; therefore, the property is eligible for annexation.

#### **Small Scale Comp Plan Amendment**

Conceptual concurrency reviews are intended to be used as an early assessment of available public facility capacities and are not intended to be an assurance that such capacities will be available at the time of the project's final development order application. The proposed amendment would not cause a deficiency in the provision of central water which takes into account current available capacity and other proposed or approved amendments; however, the city is in the process to upgrade the Consumptive Use Permit capacity within 2023.

Previous discussions with the owner indicate that although there is capacity available for central sewer, due to needed infrastructure upgrades (capital improvements), infrastructure capacity available for the subject property appears to be around 120 ± units at this time based upon an engineering analysis the City had conducted. The needed infrastructure upgrades are scheduled within the 5-year Capital Improvement Program consistent with the LDRs (Chapter 4 and the Comprehensive Plan) and are scheduled within the 2023-2024 timeframe. Completion of the infrastructure upgrades may increase infrastructure capacity available for this site; however, there is no guarantee.

It should be noted that water and sewer capacity is on a first come, first serve basis and although Chapter 4 allows for capacity reservations, none have been issued.

The proposed map amendment will not degrade the Level of Service (LOS) of public facilities and is consistent with the policies (among others) as outlined below:

#### **FLU Policy 1-1.10.1 – Land Use Allocation**

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

### **FLU Policy 1-1.10.2 – Promote Orderly Compact Growth**

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

***The data and analysis indicates that there is a need for additional acreage for mixed residential development and need for additional residential units.***

### **FLU Policy 1-1.11.1: Application of Planned Unit Development**

The City has included within the Land Development Regulations provisions that allow Planned Unit Developments (PUDs) in Residential, Commercial and Industrial designated areas of the Future Land Use Map. Residential PUDs shall be located within residentially designated areas, Commercial PUDs shall be located within commercially designated areas and Industrial PUDs shall be located in industrially designated areas of the Future Land Use Map. A mixed use PUD with a mix of housing types (i.e., single-family and multi-family) shall be allowed and the housing mix shall be flexible, however, multi-family dwelling units within the PUD in the single-family designated areas shall not exceed 49% of the housing stock. Commercial uses shall be allowed within a PUD located within residentially designated areas of the Future Land Use Map provided that the commercial uses are limited to on site day care facilities, personal services and convenience store that are intended to serve the principal use. Commercial uses shall be allowed within Industrial PUDs provided that the commercial uses are intended to serve the primary industrial users. The maximum densities and intensities allowed within each PUD shall be restricted to the land use category (i.e. single-family low density will allow 3 dwelling units/acre). A landscaped buffer requirement shall be established along the perimeter and interior boundaries of the PUD based on the mix of land uses of the PUD and adjacent property.

***The proposed PUD zoning is consistent with the above policy and provides for a mix of residential and commercial development.***

### **FLU Policy 1-2.1.1 – Land Use Designations**

Density is calculated on net acreage, which for this purpose is the total acreage minus open water bodies and minus wetlands. The density for the wetlands is calculated as 1 dwelling unit/acre, but those units may not be located within the wetlands. The Future Land Use Map Series shall designate areas for the following uses:

1. Agriculture - 1 unit/acre. Development shall be limited to detached single-family dwelling units and agricultural pursuits such as but not limited to grove care taking and maintenance, produce stands, nursery, keeping and grazing of cattle and horses and production of field crops.
2. Single-Family Low Density - 3 dwelling units/acre. Development shall be limited to single-family residential.
3. Single-Family Medium Density - 5 dwelling units/acre. Development shall be limited to single-family residential.

***The proposed land use is consistent with this policy as development will not exceed 5 units/acre and provides for single family residential development.***

### **Policy 1-2.2.6: Single-Family Medium Density Residential Development.**

Development in the Single-Family Medium Density Residential category shall be limited to detached single-family dwelling units. Densities cannot exceed 5 dwelling units/acre. Mobile homes, multi-family, industrial or commercial uses will not be permitted however, a mixed use PUD shall be allowed as outlined in Policy 1-1.11.1 and Public Facilities shall be allowed as outlined in Policy 1-2.1.2.

***The proposed land use and PUD zoning is consistent with this policy and provides for a mixed-use development.***

### **Rezoning**

The subject site is in close proximity to employment and retail centers that would support the proposed Mixed Use PUD zoning. The proposed rezoning is compatible with adjacent properties, is within walking distance to commercial shopping, and has frontage on a major roadway (SR 19). Transit (Lake Xpress) bus service is available along SR 19, approximately ¾ mile from the subject site.

The commercial parcel exceeds the minimum dimensional standards of the General Commercial (C-2) category and is located along SR 19, an arterial roadway recognized as a commercial corridor.

The proposed rezoning is consistent with the comprehensive plan and the land development regulations.

**Table 1 – Water Analysis**

Ordinance #	Acres	Existing Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.10*
	38.42	Urban Low Density (4 units/acre)	SF Med Density (5 unit/acre)	192 Units	0.063	
		154 Units	192 Units			<b>0.037</b>

\* Includes Fletcher Road proposed Amendment

Projected population – 403 (192 x 2.1 pph)

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc for residential and 850 gallons per day per commercial acre



**Table 2 – Wastewater Analysis**

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.069*
	38.42	Urban Low Density (4 units/acre)	SF Med Density (5 units/acre)	192 units	0.043	
						0.026

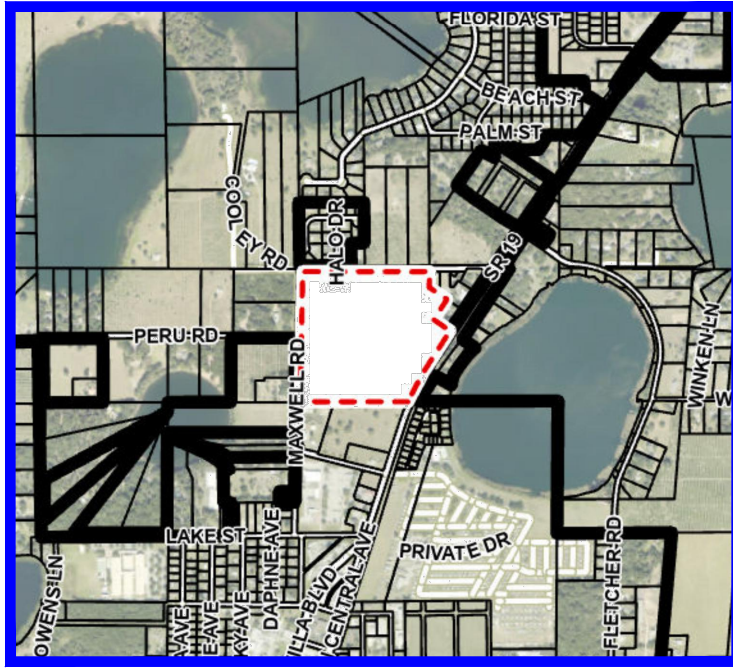
\* Includes Fletcher Road proposed Amendment

Projected population – 403 (192 x 2.1 pph)

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc and 850 gallons per day per commercial acre



**Owner:**  
 Glendale Groves, LLC  
 P.O. Box 12  
 Umatilla, FL 32784

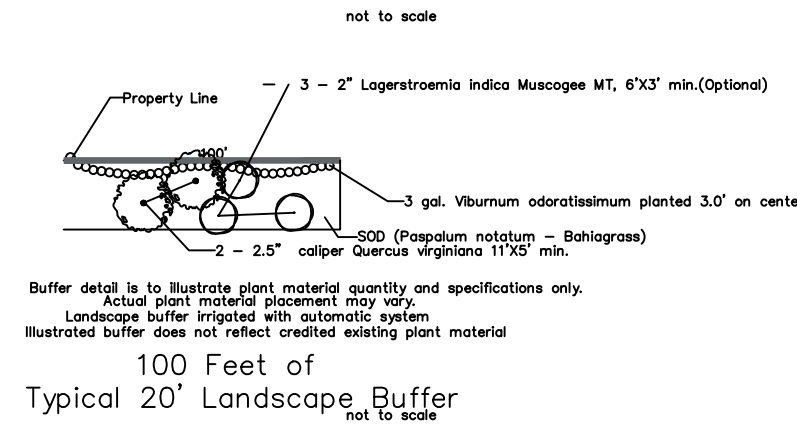


**Location**

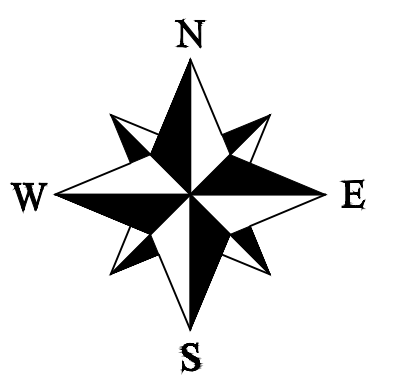
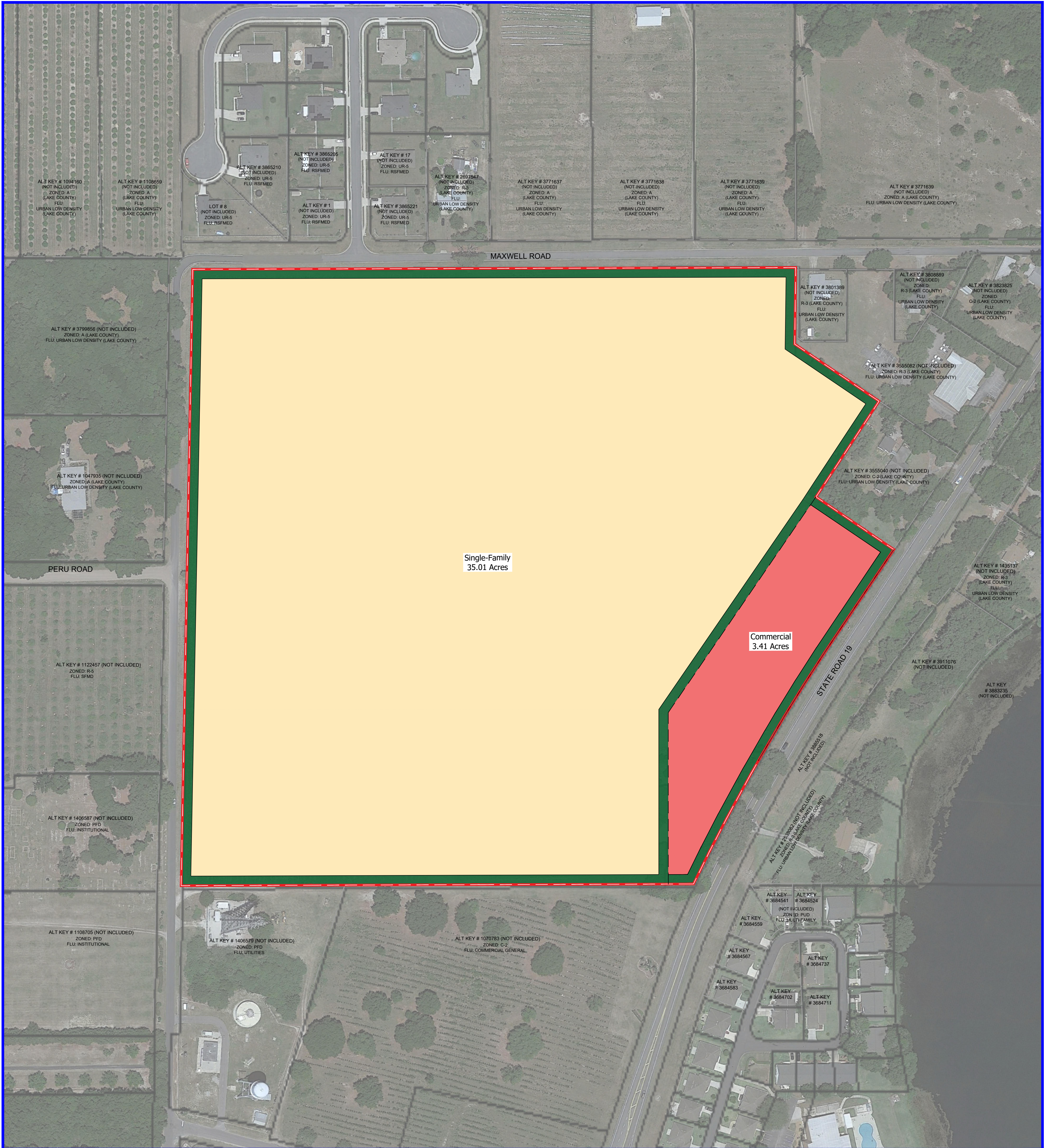
**Notes:**

Total Acreage: 38.42+- Acres (1,673,575 sf)  
 Zoning of Parcel: LC A, LC-C2  
 Proposed Zoning: Umatilla Mixed Use PUD (MPUD)  
 FLU of Parcel: LC Urban Low (4 units/acre)  
 Proposed FLU: Umatilla Single Family Medium Density, (5 units/acre)  
 Total Number of Units: 120  
 Proposed Density: 2.2  
 Minimum Living Area: 1500 sf  
 Maximum Commercial ISR: .75  
**Buffers:**  
 North - 20' Landscaped Buffer  
 South - 20' Landscaped Buffer  
 East - 20' Landscaped Buffer  
 West - 20' Landscaped Buffer  
 Minimum of 2 Recreational Amenities will be provided. Maximum allowable building height is 35'.  
 Utilities, water, sewer and fire protection will be provided by the City of Umatilla.  
 Stormwater mangement will be through a system of swales and retention ponds as required.  
 Existing vegetation to be utilized in landscape buffers wherever possible.  
 \*This plan is conceptual in nature and is subject to change due to engineering and other influences.

**Typical SF Detached Lot Setbacks (75' x 193' ):**  
 Front (General)- 20'  
 Front (Garage)- 25'  
 Side (General)- 10'  
 Side (Corner Lot Facing ROW)- 15'  
 Side Entry Garage (Facing ROW)- 15'  
 Rear (General): 18'  
 Rear (Facing ROW): 20'  
 Accessory: 5'



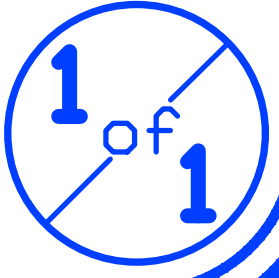
**LEGAL DESCRIPTION**  
 Parcel 1:  
 Commence at the Northeast Corner of Section 12, Township 18 South, Range 26 East, then South 89°41'35" West for 655.40 feet to the Northwestly Right of Way Line of State Road 19, then South 33°13'07" West along said Right of Way for 733.33 feet, then leaving said Right of Way Run North 56°31'05" West for 210.00 feet to the Point of Beginning, then Continue North 56°31'05" West 48.75 feet, then Run North 01°32'10" West for 203.23 feet to the center of Magnolia Street (Vacated), then run along the center of Magnolia Street South 56°31'05" East for 217.89 feet, then leaving the center of Magnolia Street Run South 33°13'07" West for 240.00 feet to the Point of Beginning.  
 Parcel 2:  
 The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 12, Township 18 South, Range 26 East, Also all of that part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) outside of Glendale Plat and that part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) outside of Glendale Plat of Gordy's Addition to Glendale of Section 12, Township 18 South, Range 26 East, Less and Except Beginning at the Southeast Corner of the Northeast Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 12, Township 18 South, Range 26 East Run North along the East Line of said Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) 280 feet, then Run West Parallel with the South Line of the said Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) 280 feet, then Run Southwesterly to a Point on the South Line of the said Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) that is 260 feet west of the Point of Beginning, then Run East along the South Line of said Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) 260 feet to the Point of Beginning.  
 Less and Except:  
 Begin at the Southwest Corner of the Northeast 1/4 of the Northeast 1/4 and run North 89°52'24" West along the South Line of the Northeast 1/4 of the Northeast 1/4, 41.25 feet to the Eastern Right of Way of the Abandoned S.C. Railroad Right of Way, then Northwesterly along said Right of Way a Chord bearing of North 30°02'35" East and a Chord Distance of 300.0 feet, then South 97°57'25" East 200 feet, then to the Waters of Lake Pearl, then South along and with said Water of Lake Pearl to the South Line of Northeast 1/4 of the Northeast 1/4, then North 89°52'24" West along said South Line to the Point of Beginning, in Section 12, Township 18 South, Range 26 East, Lake County, Florida.  
 Less: That part of the Northwest 1/4 of the Northeast 1/4 of Section 12, Township 18 South, Range 26 East, Living South of the Abandoned Right of Way of the S.C. Railroad.  
 Parcel 3:  
 From the Southeast Corner of NW 1/4 of the NE 1/4 Run North 280 feet, West 240 feet, Southwesterly to a Point on the South Line of NW 1/4 of NE 1/4 that is 260 feet West of the Point of Beginning, East 260 feet to the Point of Beginning, in Section 12, Township 18 South, Range 26 East, Lake County, Florida.



Scale: 1:100

**Glendale Groves, LLC**  
**Conceptual Master Plan**  
 Umatilla, FL

**LPG Urban & Regional Planners, LLC.**  
 1162 Camp Avenue, Mount Dora, Florida 32757  
 Office: (352) 385-1940 / Fax: (352) 383-4824  
 Project #: 2041-1  
 Alt Key #: 1081319, 3555058, 1782252  
 June 1st, 2023





**ORDINANCE 2023-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE BOUNDARIES OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 171.044, FLORIDA STATUTES, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 38.42 ± ACRES OF LAND GENERALLY LOCATED WEST OF SR 19 AND SOUTH OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been submitted for annexation of approximately 38.42 acres of land generally located west of SR 19 and south of Maxwell Road (the “Property”) by Glendale Groves, LLC as Owner;

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

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

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

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

**Section 1.**

The following described property consisting of approximately 38.42 acres of land generally located west of SR 19 and south of Maxwell Road, is hereby incorporated into and made part of the City of Umatilla Florida. The property is more particularly described and depicted as set forth on Exhibit “A” and as depicted on the map attached hereto as Exhibit “B” and incorporated herein by reference.

**LEGAL DESCRIPTION:** See Exhibit “A”

**Alternate Key # 1081319, 1782252, and 3555058**

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

**Section 3.**

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

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

**Section 5. Utilities.** The property is located within the City’s Chapter 180, Florida Statutes, Utility District. The owner hereby agrees that the City shall be the sole provider of water and wastewater services to the property subject to this Ordinance when such services become available subject to the

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

**Section 6: Scrivener's Errors.**

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

**Section 7.**

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

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

\_\_\_\_\_  
Kent Adcock, Mayor  
City of Umatilla, Florida

ATTEST:

Approved as to Form:

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

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

Passed First Reading \_\_\_\_\_  
Passed Second Reading \_\_\_\_\_  
(SEAL)

**EXHIBIT "A"**  
**GLENDALE GROVES, LLC**

**LEGAL DESCRIPTION**

Parcel 1:

Commence at the Northeast Corner of Section 12, Township 18 South, Range 26 East, thence South 89°41'35" West for 655.40 feet to the Northwesterly Right of Way line of State Road 19, thence South 33°31'07" West along said Right of Way for 733.33 feet, thence leaving said Right of Way Run North 56°31'05" West for 210.00 feet to the Point of Beginning, thence Continue North 56°31'05" West 48.76 feet, thence Run North 01°35'10" West for 293.23 feet to the center of Magnolia Street (Vacated), thence run along the center of Magnolia Street South 56°31'05" East for 217.39 feet, thence leaving the center of Magnolia Street Run South 33°31'07" West for 240.00 feet to the Point of Beginning.

Parcel 2:

The Northwest Quarter (NW ¼) of Northeast Quarter (NE ¼) of Section 12, Township 18 South, Range 26 East, Also all of that part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) outside of Glendale Plat and that part of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) outside of Glendale Plat of Gordy's Addition to Glendale of Section 12, Township 18 South, Range 26 East, Less and Except Beginning at the Southeast Corner of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 12, Township 18 South, Range 26 East Run North along the East Line of said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) 280 feet, thence Run West Parallel with the South line of the said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) 240 feet, thence Run Southwesterly to a Point on the South Line of the Said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) that is 260 feet west of the Point of Beginning, thence Run East along the South Line of said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) 260 feet to the Point of Beginning.

Less and Except:

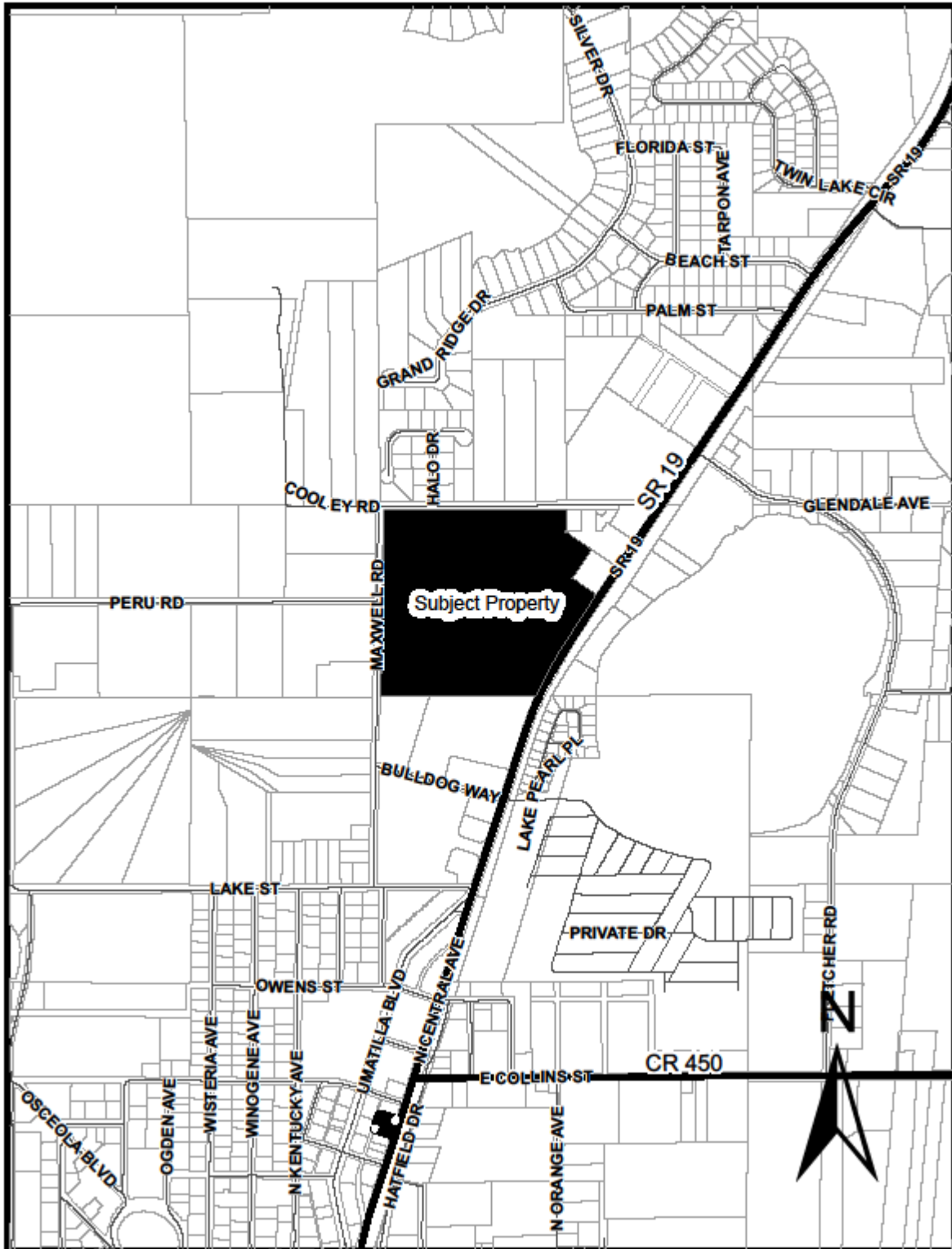
Begin at the Southwest Corner of the Northeast ¼ of the Northeast ¼ and run North 89°55'24" West along the South Line of the Northwest ¼ of the Northeast ¼, 43.25 feet to the Easterly Right of Way of the Abandoned S.C.L. Railroad Right of Way; thence Northeasterly along Said Right of Way a Chord bearing of North 30°02'35" East and a Chord Distance of 300.0 feet; thence South 59°57'25" East 200 feet, More or Less to the Waters of Lake Pearl; thence Southerly along and with said Water of Lake Pearl to the South Line of Northeast ¼ of the Northeast ¼; thence North 89°55'24" West along said South Line to the Point of Beginning, in Section 12, Township 18 South, Range 26 East, Lake County, Florida.

Less: That part of the Northwest ¼ of the Northeast ¼ of Section 12, Township 18 South, Range 25 East, Lying South of the Abandoned Right of Way of the S.C.L. Railroad.

Parcel 3:

From the Southeast Corner of NW ¼ of the NE ¼ Run North 280 feet, West 240 feet, Southwesterly to a Point on the South Line of NW ¼ of NE ¼ that is 260 feet West of the Point of Beginning, East 260 feet to the Point of Beginning, in Section 12, Township 18 South, Range 26 East, Lake County, Florida.

EXHIBIT "B"





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

**DATE: May 30, 2023**

**MEETING DATE: June 6, 2023**

**SUBJECT: First Reading of Ordinance No. 2023-05, Comprehensive Plan Amendment  
 Glendale Groves, LLC**

**BACKGROUND SUMMARY:**

The owner is seeking small scale comp plan amendment with a companion application for rezoning for a mixed use development consisting of single family, attached single family (approximately 35.01 + acres) and commercial uses along SR 19 (approximately 3.41 + acres).

The applicant is requesting a map amendment from Lake County Urban Low Density (4 units/acre) to Single Family Residential Medium Density (5 units/acre) on 38.42 + acres. The land use pattern within the city limits is characteristic of a mix of uses within urban core areas and include multi-family, single family medium density, commercial, institutional and utilities.

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential is 154 single family residential units and under the proposed land use the maximum development is 192 residential units. The amendment increases the residential units by 38.

A School Impact Analysis, Traffic analysis and Public Facilities Analysis is provided in the attached staff report.

**RECOMMENDATIONS:**

Approval of First Reading of Ordinance No. 2023-05, Comprehensive Plan Amendment  
 Glendale Groves, LLC

**FISCAL IMPACTS:**

None

**ATTACHMENTS:**















- 1. Future Land Use Map**

**2. Ordinance No. 2023-05, Comprehensive Glendale Grove**

---



### Legend

-  Subject Property
- Umatilla Future Land Use**
  -  AG, Agricultural
  -  CGENRL, Commercial General
  -  CTOUR, Commercial Tourism
  -  INSTIT, Institutional
  -  LAKE, Lake
  -  RMFLR, Residential Multi-Family Low Rise
  -  RSFLOW, Residential Single Family Low Density
- Lake County Future Land Use**
  -  Rural Transition
  -  Urban Low
  -  Urban Medium
-  RSFMED, Residential Single Family Medium Density
-  TRANS, Transportation
-  UTIL, Utility



**Glendale Groves LLC**  
Proposed Future Land Use

Umatilla, FL

0 200 400 Feet

Project: Glendale Groves  
Project #: 399-22-02  
ALT Key#s: 1081319, 3555058, 1782252  
File: Prop FLU  
PM: Sherie Lindh  
Date: May 12th, 2023  
Created By: C.Manno



**ORDINANCE 2023-05**

**AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(c); AMENDING THE LAND USE DESIGNATION OF 38.42 ± ACRES OF LAND DESIGNATED LAKE COUNTY URBAN LOW TO SINGLE FAMILY MEDIUM DENSITY IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY GLENDALE GROVES, LLC LOCATED WEST OF SR 19 AND SOUTH OF MAXWELL ROAD ; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been received from Glendale Groves, LLC as owner, requesting that real property within the city limits of the City of Umatilla be assigned a land use designation from Lake County Urban Low Density to City Residential Single Family Medium Density and General Commercial under the Comprehensive Plan for the City of Umatilla;

**WHEREAS**, the amendment would facilitate residential and commercial development and is in compliance with the policies of the City’s comprehensive plan; and

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

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

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

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

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

**Section 1: Purpose and Intent.**

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

**LEGAL DESCRIPTION:** See Exhibit “A”

**Alternate Key # 1081319, 1782252, and 3555058**

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

**Section 2: Severability.**

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

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

**Section 4: Scrivener’s Errors.**

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

**Section 5: Effective Date.**

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

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

\_\_\_\_\_  
Kent Adcock, Mayor  
City of Umatilla, Florida

ATTEST:

Approved as to Form:

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

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

Passed First Reading \_\_\_\_\_  
Passed Second Reading \_\_\_\_\_  
(SEAL)



**EXHIBIT "A"****GLENDALE GROVES, LLC****LEGAL DESCRIPTION FOR RESIDENTIAL SINGLE FAMILY MEDIUM DENSITY PARCEL**

## Parcel 1:

Commence at the Northeast Corner of Section 12, Township 18 South, Range 26 East, thence South 89°41'35" West for 655.40 feet to the Northwesterly Right of Way line of State Road 19, thence South 33°31'07" West along said Right of Way for 733.33 feet, thence leaving said Right of Way Run North 56°31'05" West for 210.00 feet to the Point of Beginning, thence Continue North 56°31'05" West 48.76 feet, thence Run North 01°35'10" West for 293.23 feet to the center of Magnolia Street (Vacated), thence run along the center of Magnolia Street South 56°31'05" East for 217.39 feet, thence leaving the center of Magnolia Street Run South 33°31'07" West for 240.00 feet to the Point of Beginning.

## Parcel 2:

The Northwest Quarter (NW ¼) of Northeast Quarter (NE ¼) of Section 12, Township 18 South, Range 26 East, Also all of that part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) outside of Glendale Plat and that part of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) outside of Glendale Plat of Gordy's Addition to Glendale of Section 12, Township 18 South, Range 26 East, Less and Except Beginning at the Southeast Corner of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 12, Township 18 South, Range 26 East Run North along the East Line of said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) 280 feet, thence Run West Parallel with the South line of the said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) 240 feet, thence Run Southwesterly to a Point on the South Line of the Said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) that is 260 feet west of the Point of Beginning, thence Run East along the South Line of said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) 260 feet to the Point of Beginning.

## Less and Except:

Begin at the Southwest Corner of the Northeast ¼ of the Northeast ¼ and run North 89°55'24" West along the South Line of the Northwest ¼ of the Northeast ¼, 43.25 feet to the Easterly Right of Way of the Abandoned S.C.L. Railroad Right of Way; thence Northeasterly along Said Right of Way a Chord bearing of North 30°02'35" East and a Chord Distance of 300.0 feet; thence South 59°57'25" East 200 feet, More or Less to the Waters of Lake Pearl; thence Southerly along and with said Water of Lake Pearl to the South Line of Northeast ¼ of the Northeast ¼; thence North 89°55'24" West along said South Line to the Point of Beginning, in Section 12, Township 18 South, Range 26 East, Lake County, Florida.

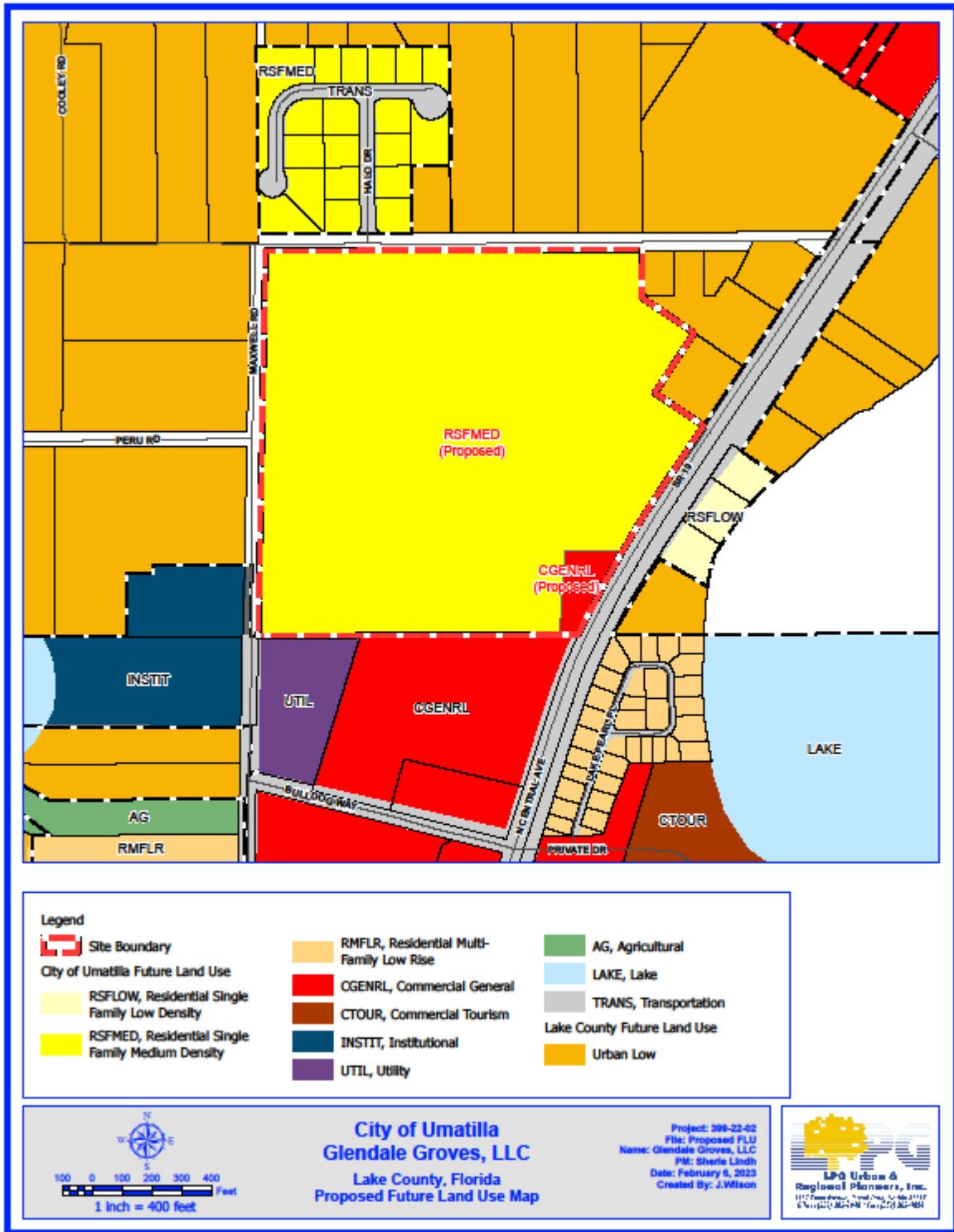
Less: That part of the Northwest ¼ of the Northeast ¼ of Section 12, Township 18 South, Range 25 East, Lying South of the Abandoned Right of Way of the S.C.L. Railroad.

**LEGAL DESCRIPTION FOR GENERAL COMMERCIAL PARCEL**

## Parcel 3:

From the Southeast Corner of NW ¼ of the NE ¼ Run North 280 feet, West 240 feet, Southwesterly to a Point on the South Line of NW ¼ of NE ¼ that is 260 feet West of the Point of Beginning, East 260 feet to the Point of Beginning, in Section 12, Township 18 South, Range 26 East, Lake County, Florida.

EXHIBIT "B"





**CITY OF UMATILLA  
AGENDA ITEM STAFF REPORT**

---

**DATE: May 30, 2023**

**MEETING DATE: June 6, 2023**

**SUBJECT: First Reading of Ordinance No. 2023-06, Rezoning Glendale Groves, LLC**

---

**BACKGROUND SUMMARY:**

The owner is seeking rezoning for a mixed use development consisting of approximately 35.01 acres of single family along with approximately 3.41 acres of commercial uses along SR 19.

The applicant is requesting that 38.42 acres be rezoned from Lake County Agriculture, R-3 and C-2 to Mixed Use Planned Unit Development (PUD). The PUD would limit the 35.01 single family residential development acres to a maximum of 85 lot with a minimum 14,500 sqft per lot.

The proposed rezoning is compatible with adjacent properties and is similar to the Hunter Oaks Subdivision located to the north and the Turtle Cove Subdivision located to the west.

The commercial parcel is located along SR 19 which is considered a commercial corridor. The proposed 3.4-acre site (148,104 + SF) has approximately 280' of frontage along SR 19 which exceeds the minimum dimensional standards (20,000 SF and 150' of road frontage) for the C-2 zoning classification pursuant to the LDRs.

**RECOMMENDATIONS:**

Approval of First Reading of Ordinance No. 2023-06, Rezoning Glendale Groves, LLC

**FISCAL IMPACTS:**



















None

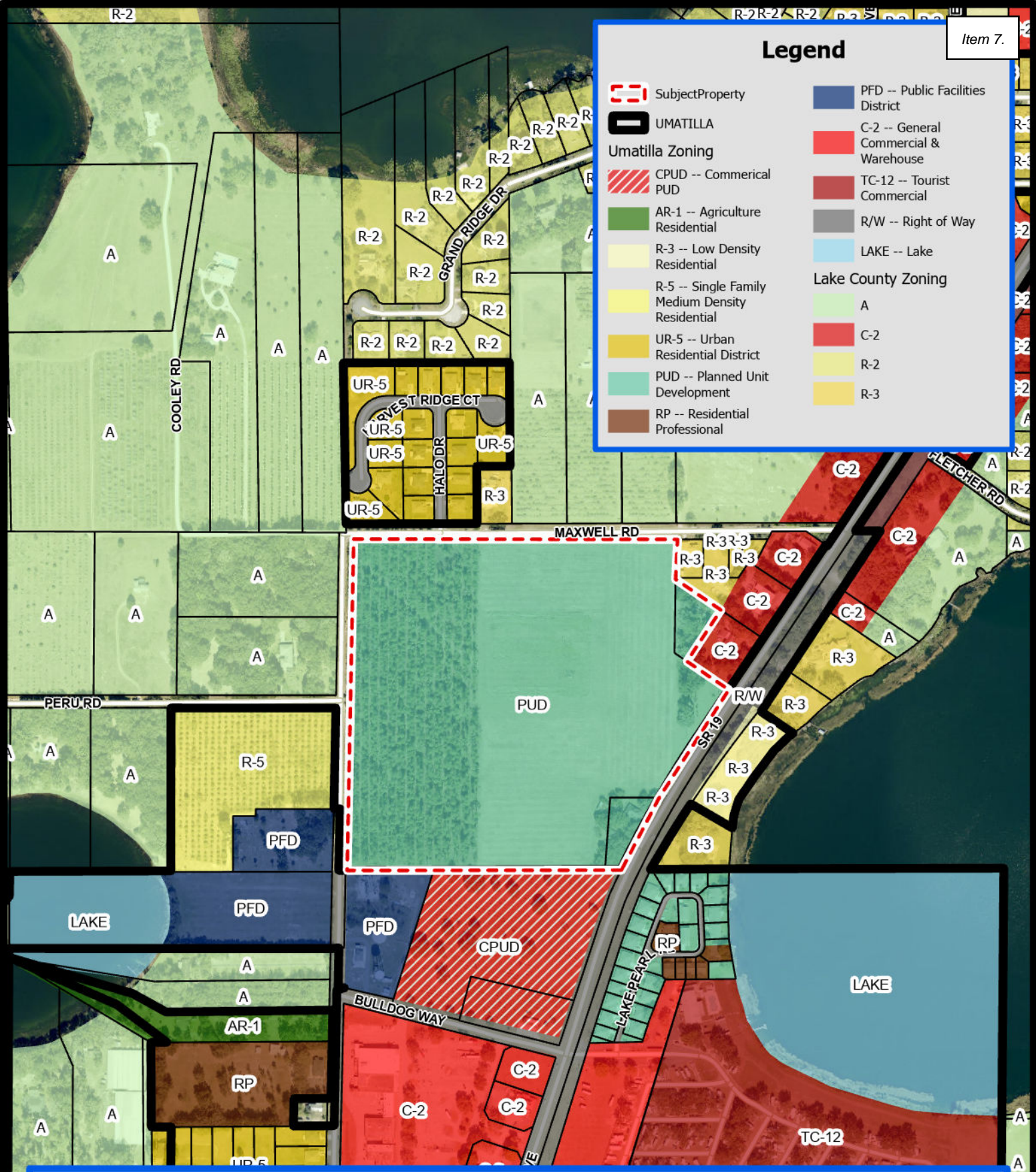
**ATTACHMENTS:**

- 1. Proposed Zoning Map**
- 2. Analysis Document**
- 3. Ordinance No. 2023-06, Rezoning Glendale Grove**



### Legend

-  Subject Property
-  UMATILLA
- Umatilla Zoning**
-  CPUD -- Commerical PUD
-  AR-1 -- Agriculture Residential
-  R-3 -- Low Density Residential
-  R-5 -- Single Family Medium Density Residential
-  UR-5 -- Urban Residential District
-  PUD -- Planned Unit Development
-  RP -- Residential Professional
-  PFD -- Public Facilities District
-  C-2 -- General Commercial & Warehouse
-  TC-12 -- Tourist Commercial
-  R/W -- Right of Way
-  LAKE -- Lake
- Lake County Zoning**
-  A
-  C-2
-  R-2
-  R-3





0 200 400  
Feet

## Glendale Groves LLC

### Proposed Zoning

Umatilla, FL

Project: Glendale Groves  
Project #: 399-22-02  
ALT Key#s: 1081319, 3555058, 1782252  
File: Proposed Zoning  
PN: Sherie Lindh  
Date: May 2nd, 2023  
Created By: C.Manno



<b>CITY (PROPOSED)</b>	<b>COUNTY (WITHOUT UTILITIES)</b>	<b>COUNTY (MAXIMUM POTENTIAL)</b>
With water and sewer 120 units	77 units	With water and sewer 154 Units*
Average lot size 12,000 SF	21,780 SF	10,890 SF
Units per acre 3.12	2.0	4
Commercial 3.42 acres – 74,488 SF	3.42 acres - 30,000 SF	3.42 acres - 37,244 SF
Buffer 20’ adjacent to property perimeter 15’ adjacent to SR 19	Buffer 10’ adjacent to roadways	Buffer 10’ adjacent to roadways
25% Open Space with recreational amenity	None	None
Minimum Living Area 1,200 SF	900 SF	900 SF
Public street	Public	Public

\* Allows for single family and multi-family (i.e., detached, attached (townhomes/duplex), tri-plex, quad-plex, apartment)

Proposed potential population utilizing latest available data – 120 x 2.1 pph = 252



**ORDINANCE 2023-06**

**AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 38.42 ± ACRES OF LAND ZONED LAKE COUNTY AGRICULTURE (A) , MEDIUM RESIDENTIAL DISTRICT (R-3) AND COMMUNITY COMMERCIAL DISTRICT (C-2) TO THE DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY GLENDALE GROVES, LLC LOCATED WEST OF SR 19 AND SOUTH OF MAXWELL ROAD; APPROVING A MASTER DEVELOPER'S AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a petition has been submitted by Glendale Groves, LLC as Owner, to rezone approximately 38.42 acres of land from Lake County Agriculture (A), Medium Residential District (R-3) and Community Commercial District (C-2) to City Planned Unit Development (PUD);

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

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

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

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

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

**Section 1: Purpose and Intent.**

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

**LEGAL DESCRIPTION:** Exhibit "A"

**Alternate Key # 1081319, 1782252, and 3555058**

**Section 2: Zoning Classification.**

That the property shall be designated as PUD, Planned Unit Development District, in accordance with Chapter 6, Section 2(k) of the Land Development Regulations of the City of Umatilla, Florida. The property rezoned pursuant to this section shall be subject to the Umatilla Land Development Regulations pertaining properties within the Planned Unit Development District and shall be developed according to the Master Developer's Agreement attached hereto as Exhibit "C".

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

**Section 4: Severability.**

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

**Section 5: Scrivener’s Errors.**

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

**Section 6: Effective Date.**

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

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

\_\_\_\_\_  
Kent Adcock, Mayor  
City of Umatilla, Florida

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Gwen Johns, CMC  
City Clerk

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

Passed First Reading \_\_\_\_\_  
Passed Second Reading \_\_\_\_\_  
(SEAL)

## EXHIBIT "A"

## Parcel 1:

Commence at the Northeast Corner of Section 12, Township 18 South, Range 26 East, thence South 89°41'35" West for 655.40 feet to the Northwesterly Right of Way line of State Road 19, thence South 33°31'07" West along said Right of Way for 733.33 feet, thence leaving said Right of Way Run North 56°31'05" West for 210.00 feet to the Point of Beginning, thence Continue North 56°31'05" West 48.76 feet, thence Run North 01°35'10" West for 293.23 feet to the center of Magnolia Street (Vacated), thence run along the center of Magnolia Street South 56°31'05" East for 217.39 feet, thence leaving the center of Magnolia Street Run South 33°31'07" West for 240.00 feet to the Point of Beginning.

## Parcel 2:

The Northwest Quarter (NW ¼) of Northeast Quarter (NE ¼) of Section 12, Township 18 South, Range 26 East, Also all of that part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) outside of Glendale Plat and that part of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) outside of Glendale Plat of Gordy's Addition to Glendale of Section 12, Township 18 South, Range 26 East, Less and Except Beginning at the Southeast Corner of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 12, Township 18 South, Range 26 East Run North along the East Line of said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) 280 feet, thence Run West Parallel with the South line of the said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) 240 feet, thence Run Southwesterly to a Point on the South Line of the Said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) that is 260 feet west of the Point of Beginning, thence Run East along the South Line of said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) 260 feet to the Point of Beginning.

## Less and Except:

Begin at the Southwest Corner of the Northeast ¼ of the Northeast ¼ and run North 89°55'24" West along the South Line of the Northwest ¼ of the Northeast ¼, 43.25 feet to the Easterly Right of Way of the Abandoned S.C.L. Railroad Right of Way; thence Northeasterly along Said Right of Way a Chord bearing of North 30°02'35" East and a Chord Distance of 300.0 feet; thence South 59°57'25" East 200 feet, More or Less to the Waters of Lake Pearl; thence Southerly along and with said Water of Lake Pearl to the South Line of Northeast ¼ of the Northeast ¼; thence North 89°55'24" West along said South Line to the Point of Beginning, in Section 12, Township 18 South, Range 26 East, Lake County, Florida.

Less: That part of the Northwest ¼ of the Northeast ¼ of Section 12, Township 18 South, Range 25 East, Lying South of the Abandoned Right of Way of the S.C.L. Railroad.

## Parcel 3:

From the Southeast Corner of NW ¼ of the NE ¼ Run North 280 feet, West 240 feet, Southwesterly to a Point on the South Line of NW ¼ of NE ¼ that is 260 feet West of the Point of Beginning, East 260 feet to the Point of Beginning, in Section 12, Township 18 South, Range 26 East, Lake County, Florida.

EXHIBIT 'B'

**MASTER DEVELOPER'S AGREEMENT**

This Master Developer's Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF UMATILLA, a Florida municipal corporation** ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, and **Glendale Groves, LLC** ("Owner"), whose address is P.O. Box 12, Umatilla, Florida, 32784, hereinafter referred to collectively as the "Parties."

**RECITALS**

1. The Owner desires to rezone approximately 38.42 ± acres of property within the City of Umatilla, described and depicted as set forth on Exhibit "A" attached to and incorporated in this Agreement (hereafter referred to as the "Property").

2. The Property is currently located within the City of Umatilla and is currently zoned "Planned Unit Development (PUD)" with a future land use designation on the City of Umatilla Future Land Use Map of "Single Family Medium Density."

3. Owner has filed applications for rezoning for the Property as a mixed use planned unit development.

4. Owner represents that it is the sole legal owner of the Property and that it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

5. The City of Umatilla has determined that the rezoning of the Property is consistent with the City's Comprehensive Plan and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

6. Owner will fund certain public improvements and infrastructure to facilitate the development of the Property.

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

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

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

**Section 2. Conditions Precedent.** Owner has filed an application for rezoning for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any party unless and until: a) the City duly adopts the Agreement and b) the City adopts an ordinance rezoning the Property. The parties hereto understand and acknowledge that the City is in no way bound to rezone the Property. The City shall have the full and complete right to approve or deny the application for rezoning.

**Section 3. Land Use/Development.** Development of the Property shall be substantially consistent with the "Conceptual Plan" prepared by \_\_\_\_\_, dated \_\_\_\_\_, 2023 and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with the City's "PUD" (Planned Unit Development) zoning district and, subject to City approval. All land uses must conform to uses and densities/intensities allowed within the land use designations assigned to the Property on the Future Land Use Map of the City's adopted Comprehensive Plan. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures

before being effective. Failure of this Agreement to address any particular permit, condition, term, or restriction shall not relieve Owner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

**Section 4. Permitted Uses.** Permitted Uses shall be:

- a. Residential shall not to exceed eighty-five (85) units.
- b. Detached Single family residential.
- c. .
- d. Passive and Active Recreation Facilities.
- e. Temporary modular office uses shall be allowed during construction.
- f. Up to four (4) model homes prior to platting, after approval of the preliminary plan, provided that the model homes shall not be eligible to receive certificates of occupancy for residential use until final plat approval. All off-street parking for model homes shall comply with the requirements in the City’s Land Development Code.
- g. Permitted C-1 uses as currently authorized pursuant to the Land Development Regulations, Chapter 6, Section 2(l).

**Section 5. Residential Development Standards.** Development Standards shall be as follows:

- a. All single family lots must be at least 75’ in width measured along the front property line unless the lot is located on a cul-de-sac in which case the lot width shall be measured along the building setback line. The minimum lot size shall be 14,500 square feet.
- b. The minimum living area shall be 1,500 square feet for the detached single-family homes.
- c. Maximum Impervious Surface Ratio (ISR) - Seventy-Five Percent (75%). The ISR is in lieu of a maximum building coverage and must be met on each individual residential lot.
- d. Minimum Setback requirements for detached single family residential units shall be as follows. Setbacks for garages facing road right of way shall be measured from (a) the road right of way or (b) existing or future sidewalk pavement; all other setbacks are measured from the lot boundary. In no case shall the setback be less than ten (10) feet between structures.

Front (general)	20’
Front (garage)	25’
Side (general)	15’
Side (corner lot facing ROW)	15’
Side Entry Garage (facing ROW)	25’
Rear (general)	18’
Rear (facing Road ROW)	20’
Accessory	5’

- e. Maximum building height shall be limited to thirty-five feet (35’).
- f. Parking: The Applicant will be required to meet the parking requirements of the Umatilla Land Development Regulations for the proposed uses. Notwithstanding anything to the contrary in the Umatilla Land Development Regulations, exterior driveways may count towards parking counts for each associated residence. Parking requirements will be determined at preliminary plat review for each phase.

- g. An equipped playground and dog park shall be provided. Construction and installation of the proposed playground equipment shall be installed prior to the City issuing the 50<sup>st</sup> building permit.
- h. For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
- i. Any zoning standard not specifically listed in this Agreement shall be in compliance with the R-3 zoning district standards and other applicable sections of the Land Development Code.

**Section 6. Residential Design Standards.** Residential Design Standards shall meet the requirements of the Umatilla Land Development Code

Section 7. Commercial Design Standards. Commercial Design Standards shall meet the requirements of the Umatilla Land Development Code.

**Section 8. Site Access and Transportation Improvements.** Vehicular access to the Property shall be provided by two (2) primary access points on Maxwell Road and SR 19. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by FDOT, Lake County and City of Umatilla.
- b. All roads within the development shall be designed and constructed by the developer to meet the applicable City of Umatilla minimum requirements.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Umatilla Land Development Code.
- d. The City of Umatilla will not be responsible for the maintenance or repair of any of the roads or transportation improvements prior to acceptance thereof, which will be in accordance with the terms of the approved final construction plans and Land Development Code. The project entrance may be gated, in which event the Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- e. The City of Umatilla may accept ownership of the roads and transportation improvements dedicated for public use on the final plat only on the condition they meet City of Umatilla Land Development Code and are constructed to City of Umatilla specifications. The approval of a Preliminary Plat in connection with the project or any phase thereof may be conditioned upon an acceptable plan for mitigating damage to roads during construction and repair and restoration of roads to acceptable condition prior to the City's acceptance thereof. Prior to the City's acceptance, upon completion of infrastructure, the Owner shall post a maintenance bond with a duration of two (2) years from the date the City issues written certificate of occupancy acceptance of the roads and transportation improvements. The maintenance bond must be twenty percent (20%) of the construction costs for the improvements as certified by the project engineer and reasonably approved by the city. There shall be no construction vehicles driving over or parking on the roads, transportation improvements, sidewalks, curbs or drainage improvements once a certificate of occupancy is issued, unless otherwise required for access during home construction. Contractors will be responsible for damage and repairs. Prior to commencing construction Owner shall submit to the City, for City's approval, the proposed construction entrance. Multiple construction entrances may be required and will require Lake County Public Works driveway permits.
- f. A traffic/transportation study in accordance with the traffic analysis requirements of the City Land Development Code shall be submitted prior to construction plan approval for review and determination of any necessary access or off-site improvements including any which may be required by the Florida Department of Transportation and Lake County. Said improvements will be the responsibility of the Permittee and must be in place prior to or concurrent with the impacts of development.

**Section 9. Lighting.** All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way.

**Section 10. Water, Wastewater, and Reuse Water.** Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property's active and passive parks, entry feature areas and common areas, so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Owner shall prepare and submit a Master Utility Plan ("MUP") to the City prior to or in conjunction with the first phase of construction plans. The MUP shall identify any needed offsite utility improvements. Owner and City may enter into a pioneering agreement regarding a proportionate share contribution for properties desiring to connect to the utility improvements. In the event the City requests that Owner construct utility lines in excess of the size needed to serve the Property, City and Owner shall negotiate in good faith to enter into a utility upsizing agreement.

**Section 11. Impact Fees.** Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of building permit issuance. Notwithstanding the foregoing, Owner may, at any time, elect to pre-pay such impact fees for as many units as Owner submits full payment to the City for the impact fees in effect at the time such payment is made. In such event, such pre-payment shall result in pre-paid impact fee credits for the Property which shall be applied by the City upon the issuance of building permits. The City hereby agrees to reserve utility capacity for the Property provided that Owner is in full compliance with the terms and conditions of this Agreement.

**Section 12. Easements.** Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of utility services, including but not limited to sewer, water, and reclaimed water services.

**Section 13. Landscaping/Buffers.** Developer has reviewed City's Land Development Code relating to landscaping and agrees to comply with such regulations. Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping. A fifteen (15) foot wide buffer shall be provided along the, SR 19 and a twenty (20) feet wide buffer shall be provided adjacent to the to the remaining property perimeter and between the residential and commercial parcels. A decorative fence shall be provided within the buffer for the full property frontage abutting Maxwell Road and shall be installed prior to the City's acceptance thereof. Said improvements shall be placed within an easement or tract dedicated to the Homeowner's Association for ownership and maintenance.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Umatilla Land Development Code pertaining to tree removal and replacement. For clarity and avoidance of doubt, plantings consistent with the City's Type B buffer plant requirements shall be required within the buffers. Owner shall be allowed to perform mass grading activities within the PUD Boundary in accordance with all applicable City of Umatilla Land Development Code and consistent with the Water Management District Permit for the Property.

**Section 14. Stormwater Management.** Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.



**Section 15. Other Municipal Facilities/Services.** The City hereby agrees to provide, either directly or through its franchisees or third-party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other residential property owners within the City.

**Section 16. Environmental Considerations.** The Owner agrees to comply with all Federal, State, County, and City laws, rules and regulations regarding any environmental issues affecting the Property.

**Section 17. Signage.** Owner shall submit a master sign plan as a component of the preliminary plat application for the Property. Such plan shall be in compliance with all applicable regulations contained within the City of Umatilla's Land Development Code, unless City grants a waiver or variance pursuant to the City's Land Development Code.

**Section 18. Title Opinion.** Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

**Section 19. Compliance with City Laws and Regulations.** Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Code and City Code provisions, as amended, as well as regulations of County, State, local, and Federal agencies. All improvements and infrastructure shall be constructed to City standards.

**Section 20. Due Diligence.** The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

**Section 21. Enforcement/Effectiveness.** A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 - 163.3243, *Florida Statutes*.

**Section 22. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

**Section 23. Binding Effect; Assignability.** This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

**Section 24. Waiver; Remedies.** No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

**Section 25. Exhibits.** All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

**Section 26. Notice.** Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

<b>As to City:</b>	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286  352-669-3125 Telephone
<b>Copy to:</b>	Mayor City of Umatilla P.O. Box 2286 Umatilla, Florida 32784-2286 352-669-3125 Telephone  Kevin Stone Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone
<b>As to Owner:</b>	Glendale Groves, LLC P.O. Box 12 Umatilla, FL 32784 352-360-5679 Telephone
<b>Copy to:</b>	

**Section 27. Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

**Section 28. Term of Agreement.** The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate twenty (20) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

**Section 29. Amendment.** Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

**Section 30. Severability.** If any part of this Developer’s Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer’s Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer’s Agreement is declared severable.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of

\_\_\_\_\_, 2023.

**WITNESSES:**

**CITY OF UMATILLA, FLORIDA**

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

By: \_\_\_\_\_  
Kent Adcock, Mayor

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

**ATTEST:**

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

**GLENDALE GROVES, LLC**

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
As its: \_\_\_\_\_

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

**[NOTARY BLOCK FOR OWNER EXECUTION]**

**EXHIBIT 'A'****Parcel 1:**

Commence at the Northeast Corner of Section 12, Township 18 South, Range 26 East, thence South 89°41'35" West for 655.40 feet to the Northwesternly Right of Way line of State Road 19, thence South 33°31'07" West along said Right of Way for 733.33 feet, thence leaving said Right of Way Run North 56°31'05" West for 210.00 feet to the Point of Beginning, thence Continue North 56°31'05" West 48.76 feet, thence Run North 01°35'10" West for 293.23 feet to the center of Magnolia Street (Vacated), thence run along the center of Magnolia Street South 56°31'05" East for 217.39 feet, thence leaving the center of Magnolia Street Run South 33°31'07" West for 240.00 feet to the Point of Beginning.

**Parcel 2:**

The Northwest Quarter (NW ¼) of Northeast Quarter (NE ¼) of Section 12, Township 18 South, Range 26 East, Also all of that part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) outside of Glendale Plat and that part of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) outside of Glendale Plat of Gordy's Addition to Glendale of Section 12, Township 18 South, Range 26 East, Less and Except Beginning at the Southeast Corner of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 12, Township 18 South, Range 26 East Run North along the East Line of said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) 280 feet, thence Run West Parallel with the South line of the said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) 240 feet, thence Run Southwesterly to a Point on the South Line of the Said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) that is 260 feet west of the Point of Beginning, thence Run East along the South Line of said Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) 260 feet to the Point of Beginning.

**Less and Except:**

Begin at the Southwest Corner of the Northeast ¼ of the Northeast ¼ and run North 89°55'24" West along the South Line of the Northwest ¼ of the Northeast ¼, 43.25 feet to the Easterly Right of Way of the Abandoned S.C.L. Railroad Right of Way; thence Northeasterly along Said Right of Way a Chord bearing of North 30°02'35" East and a Chord Distance of 300.0 feet; thence South 59°57'25" East 200 feet, More or Less to the Waters of Lake Pearl; thence Southerly along and with said Water of Lake Pearl to the South Line of Northeast ¼ of the Northeast ¼; thence North 89°55'24" West along said South Line to the Point of Beginning, in Section 12, Township 18 South, Range 26 East, Lake County, Florida.

Less: That part of the Northwest ¼ of the Northeast ¼ of Section 12, Township 18 South, Range 25 East, Lying South of the Abandoned Right of Way of the S.C.L. Railroad.

**Parcel 3:**

From the Southeast Corner of NW ¼ of the NE ¼ Run North 280 feet, West 240 feet, Southwesterly to a Point on the South Line of NW ¼ of NE ¼ that is 260 feet West of the Point of Beginning, East 260 feet to the Point of Beginning, in Section 12, Township 18 South, Range 26 East, Lake County, Florida.

**EXHIBIT 'B'**



# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
May 2, 2023 through May 8, 2023

## ARRESTS

5/07/2023	4:22 p.m.	Fernandez-Jimenez, Ricardo Umatilla	Simple Battery (Domestic)
-----------	--------------	---	---------------------------

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

5/02/2023	5:57 p.m.	Vazquez-Rivera, Antonio Eustis	Operating vehicle while Drivers License Suspended/Cancelled/Revoked.
-----------	--------------	-----------------------------------	---

## REPORTS FILED

5/02/2023	7:30 a.m.	Juvenile backpack found at Cadwell Park returned to owner.	
5/04/2023	12:10 a.m.	Officers responded to North State Road 19 to assist the Lake County Sheriffs office with a complaint of a fight in progress. Upon arrival subjects were found to be working on their vehicle and getting ready to leave.	
5/04/2023	4:33 p.m.	Report of a person sleeping in front of a business on North Central Avenue. Person was gone on arrival..	
5/06/2023	3:36 p.m.	Officers were called to a residence on South Central Avenue. Call was civil in nature.	
5/07/2023	12:14 p.m.	Officers responded to a call on Cayman Circle that was civil in nature.	
5/07/2023	8:21 a.m.	Officers responded to a call on Carroll Street of a suspicious person. Officers made contact with subject and they left the property.	
5/07/2023	12:46 p.m.	Officers assisted the Lake County Sheriffs office in the area of East Eighth Avenue with a distressed juvenile. Juvenile was turned over to parent.	

ARRESTS	2
DISPATCHED CALLS	89
TRAFFIC STOPS	13
TRAFFIC CITATIONS ISSUED	3

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
May 9, 2023 through May 15, 2023

## ARRESTS

5/13/2023	2:49 p.m.	Johnson, James P. Orlando	Officers responded to a report of a suspicious person riding a bicycle in middle of road in the area of Wafford Street and South Central Avenue. Mr. Johnson was found to have an active warrant with Lake County for violation of probation. The warrant was confirmed and he was transported to Lake County Detention Center without further incident.
-----------	--------------	------------------------------	--

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a			
-----	--	--	--

## REPORTS FILED

5/10/2023	7:41 a.m.	Officers took a report in reference to lost property.
5/10/2023	8:23 a.m.	Officers took a fraud report.
5/10/2023	1:02 p.m.	Officers took a report of simple assault.
5/11/2023	10:04 a.m.	Officers responded to North Central Avenue in reference to found property. A serial number check through NCIC/FCIC was met with negative results. The property was collected and placed into evidence for safekeeping.
5/14/2023	2:32 p.m.	Officers responded to call at 182 North Central Avenue of a person bothering customers. Person was trespassed.
5/14/2023	5:15 p.m.	Officers received a call in reference to a young juvenile walking in the roadway in the area of Wafford Street. A neighbor recognized the child and that they lived across the street. The child was safely returned.

ARRESTS	1
DISPATCHED CALLS	105
TRAFFIC STOPS	29
TRAFFIC CITATIONS ISSUED	3







# Umatilla Public Library FY 22-23



April 2023

Library Monthly Statistics FY 22-23	Q 1	Q 2	April 2023	FY 22-23
Visits ( <i>door count halved</i> )	11,077	10,604	<b>3,192</b>	24,873
Checkouts	8,044	9,308	<b>2,673</b>	20,025
E-Books (digital)	1,065	1,188	<b>415</b>	2,668
Total Circulation	9,379	10,496	<b>3,088</b>	22,963
New Patrons	70	105	<b>29</b>	204
Computer use	891	831	<b>207</b>	1,929
Adult Volunteer Hours	110	126	<b>33.5</b>	269
Attendance Family Programs	1,065	155	<b>67</b>	1,287
Attendance Adult Programs	67	84	<b>14</b>	165
Attendance Teen Programs	297	320	<b>101</b>	718
Attendance Juvenile Programs	402	470	<b>164</b>	1,036
Total # of Programs	114	127	<b>39</b>	280
Meeting room Rental	-	-	-	-
Cash to city (including cc)	\$ 1,434.03	\$ 3,561.34	<b>\$ 392.07</b>	\$ 5,387.44

## Highlights

**Beanstack:** The summer reading program will include a new way for adults and teens to read for rewards, the Beanstack app. Users will earn badges and entries for prize drawings. See more at [mylakelibrary.beanstack.com](http://mylakelibrary.beanstack.com) and look for Umatilla’s games.

**Food for Fines:** The library is collecting non-perishable food items, hygiene and baby products. The Rock pantry and closet at Umatilla Middle School will receive the items.