



# UMATILLA CITY COUNCIL MEETING

June 18, 2024 at 6:00 PM

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

## AGENDA

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*Please silence your electronic devices*

### PLEDGE OF ALLEGIANCE AND INVOCATION

### CALL TO ORDER

### ROLL CALL

### AGENDA REVIEW

### MINUTES REVIEW

1. Approval of Meeting Minutes  
- June 4, 2024, Regular City Council Minutes

### PRESENTATIONS

### PUBLIC COMMENT

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

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

### CONSENT AGENDA

2. Resolution No. 2024-07, Florida Department of Environmental Protection and St. John's River Water Management District Permit Fees Reduction
3. Resolution No. 2024-08, Library Impact Fee Grant

### PUBLIC HEARING / ORDINANCES / RESOLUTIONS

4. Final Reading of Ordinance No. 2024-B, Creech Trust Annexation
5. First Reading of Ordinance No. 2024-C, Olde Mill Stream Conditional Use Permit
6. First Reading of Ordinance No. 2024-A1, Second Amendment to the Interlocal Service Boundary Agreement between Lake County and the City of Umatilla (This item will be canceled)

### NEW BUSINESS

### REPORTS

7. City Attorney Report - Discussion on Vacant Seat #4

8. 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

June 4, 2024 at 6:00 PM

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

### MINUTES

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#### PLEDGE OF ALLEGIANCE AND INVOCATION

#### CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech called the Regular City Council Meeting to order at 6:00 P.M. in the Umatilla City Council Chambers and led the Pledge of Allegiance and Invocation

#### ROLL CALL

##### MEMBERS PRESENT

Chris Creech, Mayor  
Katherine Adams, Council Member  
John Nichols, Council Member  
Brian Butler, Council Member

##### NOT PRESENT

Kent Adcock, Vice Mayor

##### ALSO PRESENT

Scott Blankenship, City Manager  
Jessica Burnham, City Clerk  
Kevin Stone, City Attorney  
Aaron Mercer, Development and Public Services Director  
Amy Stultz, Library Director  
Adam Bolton, Chief of Police  
Misti Lambert, Assistant to the City Manager  
Vaughan Nilson, Public Works Director  
Regina Frazier, Finance Director

#### AGENDA REVIEW

**MOTION BY COUNCIL MEMBER ADAMS TO APPROVE THE AGENDA; SECONDED BY COUNCIL MEMBER BUTLER . MOTION WAS APPROVED BY AN UNANIMOUS VOICE VOTE.**

#### PUBLIC HEARING / ORDINANCES / RESOLUTIONS

1. First Reading of Ordinance No. 2024-B, Creech Trust Annexation

Mayor Creech recused himself from the next item and mentioned that he would file a Form 8-B with the City Clerk. City Attorney Stone took over the meeting for this item.

City Attorney Stone reads the Ordinance by title only.

**Ordinance No. 2024-B**

**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 3.6 ± ACRES OF LAND GENERALLY LOCATED NORTH OF SILVER LAKE DRIVE AND WEST OF SR 19; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**

Attorney Stone swore in the witness providing testimony for the agenda item.

Sherie Lindh, Land Planning Group (LPG), provided an overview of the agenda item.

Attorney Stone opened public comment

Barba Johnson, 41237 Sliver Dr, spoke against the agenda item.

Tom Rose, 41612 Sliver Dr, spoke about the item and how he was against it.

Geoff Presson, 41230 Sliver Dr, spoke about the agenda items and spoke about his disapproval of the item.

Attorney Stone closes public comment

Discussion ensued on voluntary annexation

**MOTION BY COUNCIL MEMBER BUTLER TO APPROVE FIRST READING OF ORDINANCE NO. 2024-B, CREECH TRUST ANNEXATION; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION WAS APPROVED BY ROLL CALL VOTE.**

|                        |     |
|------------------------|-----|
| Council Member Butler  | YES |
| Council Member Nichols | YES |
| Council Member Adams   | YES |

Council Member Adams left the meeting at 6:30 p.m.

**MINUTES REVIEW**

- 2. Approval of Meeting Minutes
  - May 21, 2024, Regular city Council Minutes

Attorney Stone passed the meeting back to Mayor Creech.

**MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE MINUTES DATED JUNE 4, 2024; SECONDED BY COUNCIL MEMBER BUTLER. MOTION APPROVED BY AN UNANIMOUS VOICE VOTE.**

**PRESENTATIONS**

3. Water and Sewer Rate Study

Mr. Mercer introduced, Bryan Mantz, Govrate, who provided the council with a presentation on utility rates within the city.

**PUBLIC COMMENT**

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

**DISCUSSION**

4. Discussion on possible Charter Amendments for the 2024 Election

Mr. Blankenship discussed possible ballot questions for the upcoming election. The council directed staff to bring them back an Ordinance with the proposed questions at the next meeting.

**CONSENT AGENDA**

**NEW BUSINESS**

**REPORTS**

5. Staff Reports

Mr. Blankenship stated Vice Mayor Adcock sent an email stating that he would be resigning from council effective on or before June 30, 2024. Attorney Stone stated that council would have thirty days to appoint someone to the seat.

Attorney Stone had no report

Council Member Butler had no report

Council Member Nichols mentioned that the airport would be holding the young eagle event this upcoming

Saturday.

Mayor Creech had no report

Chief Bolton had no report

Ms. Frazier had no report

Mr. Mercer had no report

Mr. Nilson had no report

Ms. Stultz had no report

Ms. Lambert had no report

**ADJOURNMENT**

With no further business for discussion, the meeting adjourned at approximately 7:28 p.m.

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Chris Creech, MAYOR

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Jessica Burnham, FCRM  
City Clerk

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

|  |   |
|--|---|
| LAST NAME—FIRST NAME—MIDDLE NAME<br><i>Creech Christopher Ryan</i> | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE<br><i>Umatilla City Council</i>   |
| MAILING ADDRESS<br><i>41620 Silver Dr. Lake</i>                    | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:<br><input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY |
| CITY COUNTY<br><i>Umatilla FL 32784</i>                            | NAME OF POLITICAL SUBDIVISION:  |
| DATE ON WHICH VOTE OCCURRED<br><i>6/4/23</i>                       | MY POSITION IS:<br><input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE   |

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Christopher R. Creech, hereby disclose that on June 4<sup>th</sup>, 20 24:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_;
- inured to the special gain or loss of my relative, \_\_\_\_\_;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Ordinance 2024-13 was considered for annexation of a property that is owned by my family trust.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

6/5/2024

Signature

Christopher R. Creech

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



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

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**DATE: June 4, 2024**

**MEETING DATE: June 18, 2024**

**SUBJECT: Resolution No. 2024-07, Florida Department of Environmental Protection and St. John's River Water Management District Permit Fees Reduction**

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**BACKGROUND SUMMARY:**

Section 218.075 of the Florida Statutes, provides for a reduction or waiver of processing fees for municipalities with a population of 25,000 or less and a per capita taxable value less than the statewide average. The City of Umatilla qualifies for reduced permit fee through March 31, 2025, because the City's per capita taxable value is less than the statewide average for the current fiscal year and the percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year

The City of Umatilla does qualify for reduced permit application fees not to exceed \$100 for public purpose projects submitted to the FDEP and SJRWMD through March 31, 2025.

**RECOMMENDATIONS:**

Approval of Resolution No. 2024-07, Florida Department of Environmental Protection and St. John's River Water Management District Application Fees Reduction.

**FISCAL IMPACTS:**

Savings TBD

**ATTACHMENTS:**

1. Resolution No. 2024-07 Reduction of DEP & SJRWMD Permit Fees
  2. Florida Dept of Revenue Property Tax Oversight 2024-2025 Umatilla
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**RESOLUTION 2024-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, REQUESTING REDUCTION OF PERMIT APPLICATION FEES BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 218.075, Florida Statutes, provides for a reduction or waiver of processing fees for municipalities with a population of 25,000 or less and a per capita taxable value less than the statewide average; and

**WHEREAS**, the City of Umatilla certifies that it is a municipality with a population of 25,000 persons or less; and

**WHEREAS**, the City of Umatilla certifies that it qualifies for permit processing fee reduction through March 31, 2025, because the City's per capita taxable value is less than the statewide average for the current fiscal year and, further, because the percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year; and

**WHEREAS**, these factors are supported by a Memorandum dated April 1, 2024 prepared by the Florida Department of Revenue, Property Tax Oversight Research & Analysis attached herewith as Exhibit "A", incorporated herein by reference;

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

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

Section 2. Certification. The City Council of the City of Umatilla does hereby certify that the City qualifies for reduced permit application fees not to exceed \$100 for public purpose projects submitted to the Florida Department of Environmental Protection (FDEP) or St. Johns River Water Management District (SJRWMD) through March 31, 2025. The Mayor is authorized to execute such forms of certification or resolution promulgated by FDEP or SJRWMD containing information consistent with this Resolution.

Section 3. Severability. It is the intent of the City Council of the City of Umatilla that if any section, sentence, clause, phrase or provision of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 18th day of June, 2024 by the City Council of the City of Umatilla, Lake County, Florida, at a special Council meeting.

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Chris Creech, Mayor

City of Umatilla, Florida

ATTEST:

Approved as to Form:

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Jessica Burnham,FCRM

City Clerk

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Kevin Stone

City Attorney



Florida Department of Revenue  
*Property Tax Oversight*

Jim Zingale  
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

April 1, 2024

City of Umatilla  
Post Office Box 2286  
Umatilla, Florida 32784

CITY OF UMATILLA

The table below shows the requested information related to per capita taxable value and the percentage of assessed property that is exempt from ad valorem taxation.

|   | <u>City of Umatilla</u> | <u>Statewide</u>  |
|---|-------------------------|-------------------|
| Total Just Value  | 418,793,377             | 4,875,440,850,586 |
| Total Assessed Value  | 331,609,816             | 3,526,956,120,754 |
| Taxable Value   | 239,900,886             | 2,922,616,867,844 |
| Exempt Amount   | 91,708,930              | 604,339,252,910   |
| Population  | 3,881                   | 22,530,738        |
| Per Capita Taxable Value Average  | 61,814                  | 129,717           |
| Percentage of Assessed Value Exempt from Taxation   | 27.66%                  | 17.13%            |
| Millage   | 7.1089                  |                   |
| Sources: "Ad Valorem Data Book 2023" (DOR) and "Florida Estimates of Populations 2023" (BEBR) |                         |                   |

Please contact either Lizette Kelly at 850-617-8865 or Lizette.Kelly@floridarevenue.com or Allison Kever at 850-617-8925 or Allison.Kever@floridarevenue.com if you have any questions. Thank you.

Property Tax Oversight, Research & Analysis

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

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**DATE: June 10, 2024**

**MEETING DATE: June 18, 2024**

**SUBJECT: Resolution No. 2024-08, Library Impact Fee Grant**

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**BACKGROUND SUMMARY:**

The Umatilla Municipal Library is part of the Lake County Library System. It is a member library under the Interlocal Agreement and as such, Umatilla is eligible to submit an application for impact fee grant funds. The City of Umatilla applied for an Impact Fee Grant to provide additional shelving and seating for the early literacy children's library. On May 16, 2024, The Lake County Library Advisory Board recommended funding for the Umatilla Grant Application. The grant will be presented at the Library Impact Fee Trust Fund Public Hearing at the Board of County Commissioners meeting, tentatively scheduled for Tuesday, August 13, 2024. Umatilla requests \$16,918.82 from the Library Impact Fee Trust Fund. The total cost for the project is \$16,918.82. This agreement will become effective upon approval, for a term of two years.

**RECOMMENDATIONS:**

Approval of Resolution No. 2024-08, Library Impact Fee Grant

**FISCAL IMPACTS:**

\$16,918.82

**ATTACHMENTS:**

1. Reso 2024-08 Resolution for Library Impact Fee Grant
  2. FY24-25\_Library Impact Fee Funding ILA\_Umatilla\_final wExh\_06.07.24
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**RESOLUTION NO. 2024 – 08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT RELATING TO LIBRARY IMPACT FEES WITH LAKE COUNTY, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; 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 enter into this agreement 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**, Lake County Ordinance No. 2003-99, approved November 18, 2003, created a library impact fee for the purposes of providing a source of revenue to fund construction or improvement in the Lake County Library System necessitated due to growth;

**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 Interlocal Agreement, attached hereto as Exhibit “A” and incorporated herein by reference.

**Section 3.** All resolutions in conflict with the provisions of this resolution are hereby repealed.

**Section 4.** 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 5.** This resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Umatilla, this 18th of June, 2024.

\_\_\_\_\_  
Chris Creech, Mayor

Approved as to form:  
STONE & GERKEN, P.A.

ATTEST:

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

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

**INTERLOCAL AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND  
THE CITY OF UMATILLA  
RELATING TO THE USE OF LIBRARY IMPACT FEES**

**FY 2024-2025**

**THIS IS AN INTERLOCAL AGREEMENT** (“Agreement”) entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “County,” and the City of Umatilla, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the “Municipality,” (each a “Party” and collectively “Parties”) for use of library impact fee monies for the Umatilla Public Library, 412 Hatfield Drive, Umatilla, Florida 32784, hereinafter the “Library.”

**WITNESSETH:**

**WHEREAS**, Ordinance No. 2003-99, approved November 18, 2003, created a library impact fee for the purposes of providing a source of revenue to fund construction or improvement in the Lake County Library System necessitated due to growth; and

**WHEREAS**, Section 22-61, Lake County Code, states that library impact fee money shall be used solely for the purpose of constructing or improving the Lake County Library System, including, but not limited to, design and construction plan preparation, permitting and fees, land acquisition, construction and design of new facilities, and acquisition of collection items, public access computers and other capital equipment; and

**WHEREAS**, Policy LCC-7 sets forth the minimum guidelines for entry into the Lake County Library System as a member library; and

**WHEREAS**, Policy LCC-63 sets forth the process for distribution of funds from the Library Impact Fee Trust Fund; and

**WHEREAS**, in accordance with Policy LCC-63, the Municipality initially requested impact fee funds in the amount of \$24,999.00 for the purchase of equipment for the Library, however, upon County’s determination that some requested expenditures were ineligible for impact fee funds, the Municipality submitted a revised request in the amount of \$18,395.75 for the purchase of additional shelving and seating for the Library; and

**WHEREAS**, on May 16, 2024, the Lake County Library Advisory Board voted to approve the Municipality’s request for funding for eligible purchases of shelving and seating only in the amount of \$16,918.00; and

**WHEREAS**, the Parties find that it is in the best interest of the residents of Lake County to enter into this Agreement for the provision of library impact fee funds to Municipality.

**NOW, THEREFORE**, in consideration of the mutual terms and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF UMATILLA FOR USE OF LIBRARY IMPACT FEES RELATED TO THE PURCHASE OF CAPITAL EQUIPMENT FOR THE UMATILLA PUBLIC LIBRARY – FY 2024-2025**

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1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. **County Obligations.**

A. The County agrees to provide funding in the maximum and total amount **not to exceed sixteen thousand nine hundred eighteen and 00/100 dollars (\$16,918.00)** to the Municipality from the Library Impact Fee Trust Fund (“Funds”), to be used for the purchase of additional shelving and seating as provided for in the revised quote attached hereto and incorporated herein as **Exhibit A** (hereinafter and collectively the “Project”).

B. The County will make payments on a reimbursement basis with the submittal of an invoice and proper documentation. Invoices shall be submitted to the Office of Library Services Director at P.O. Box 7800, Tavares, Florida 32778 or to such email address(es) as specifically provided to Municipality in writing by the County for electronic submittal of reimbursement requests. Payments shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Local Government Prompt Payment Act.

3. **Municipality Obligations.**

A. **Scope of Funding.** Municipality shall utilize the awarded funds in accordance with Municipality’s Proposal, as revised, hereto and incorporated herein, as **Exhibit B**, for purchase of the capital equipment identified in Municipality’s revised quote, attached as **Exhibit A**, as items A1-A7 (Beginning Fiction Shelving), B (Beginning Non-Fiction Shelving), C (Lounge Seating), D (Floor Cushion), and E (Board Book Bin); items F1-F4 (Activity Panels) are excluded from and may not be reimbursed under this Agreement. Funds shall be used solely for Funding eligible expenses incurred during the Term of this Agreement for the purposes approved herein.

B. **Reimbursement Requests.** Funds will be paid to Municipality by County on a reimbursement basis. Municipality shall submit timely, quarterly reimbursement requests to the County. Quarterly reimbursement requests must be submitted per the following schedule:

| <b>Quarter</b>   | <b>Expenditure Period</b> | <b>Reimbursement Request Due</b> |
|--|---------------------------|----------------------------------|
| Q1*  | October 1 – December 31   | January 31                       |
| Q2   | January 1 – March 31      | April 30                         |
| Q3   | April 1 – June 30         | July 31                          |
| Q4   | July 1 – September 30     | October 31                       |
| <i>*For the initial Q1 following the Effective Date of this Agreement, the first expenditure period will run from the Effective Date until December 31. All subsequent expenditure periods will be as provided in the table above.</i> |                           |                                  |

If the Municipality does not make any eligible expenditures during a quarter, the Municipality shall provide a memo to the County stating that no expenditures were made for the quarter and provide a short statement describing the reason and Project status.

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF UMATILLA FOR USE OF LIBRARY IMPACT FEES RELATED TO THE PURCHASE OF CAPITAL EQUIPMENT FOR THE UMATILLA PUBLIC LIBRARY – FY 2024-2025**

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- i. Minimum Standards for Payment Requests. At minimum, all payment requests submitted by the Municipality must include sufficient detail for the County to confirm that the Municipality has only requested reimbursement of funding-eligible costs that were incurred by the Municipality in compliance with the terms of this Agreement. Reimbursement requests must include documentation demonstrating eligible expenditures, and at a minimum shall include the following information:
- Formal invoice from Municipality (letterhead) for reimbursement of eligible expenses;
  - Copies of vendor invoices;
  - Vendor invoices should include the following information:
    - who is the expense for (Municipality of XYZ),
    - where was the service provided (Library branch name),
    - what service/item was provided (i.e. construction, furniture, computers),
    - when did the service take place (delivery date or date range), and
    - how much is the service/item (cost of the service or item);
    - if the information is not provided, or is not clearly stated, on the vendor invoice, the Municipality shall include a memo providing the required information;
  - Copies of vendor purchase orders; and
  - Copies of cashed/cleared checks from the Municipality making payment to vendors.

Documentation must be complete and legible and must clearly describe the eligible expense. Municipality agrees that the minimum standards for payment requests noted in this Section may not in any way be construed or interpreted as being an exhaustive list of what the County may request or require in order to verify, validate, or approve any such request for reimbursement.

- ii. Improper Payment Requests. The County reserves the right to withhold or deny payment on any reimbursement request, or terminate this Agreement, if such request: (1) is not timely submitted per the deadlines in this Agreement; (2) is incomplete, not accompanied by the requisite supporting documentation, or is otherwise deemed by the County to be unsatisfactory or insufficiently documented; (3) indicates expenditures that are not compliant with this Agreement; or (4) is inconsistent with the information provided by the Municipality in any progress reporting required under this Agreement.
- iii. Sufficient Financial Resources. Municipality accepts that payment will be made by reimbursement and agrees to maintain sufficient financial resources to meet any expenses incurred by the Municipality during the period of time between when the Municipality makes a funding-eligible expenditure and when it receives reimbursement for such expenditure from the County. Such “sufficient financial resources” shall include consideration of any delays that may be caused, whether foreseeable or unforeseeable, by the County processing payment and seeking additional supporting information or documentation to verify and validate the reimbursement requests received.

C. Procurement. Municipality will be solely responsible for the procurement and purchasing of good and services related to the Project. The Municipality must comply with all applicable competitive

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF UMATILLA FOR USE OF LIBRARY IMPACT FEES RELATED TO THE PURCHASE OF CAPITAL EQUIPMENT FOR THE UMATILLA PUBLIC LIBRARY – FY 2024-2025**

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procurement provisions contained within the Florida Statutes, including, if applicable, Section 255.0525, Section 255.20, and Section 287.055. If the competitive bidding/selection process is required for the completion of the Project, the County will have the right, but not the obligation, to review the competitive bidding/selection process used by the Municipality and all solicitation responses received. In the event the County determines that the Municipality's procurement process is insufficient, the County will require the Municipality to reject all bids and re-bid the Project. If the Municipality refuses to reject all bids and re-bid the Project, then the County will have the option to terminate this Agreement and will receive a return of all payments made from the County to the Municipality under this Agreement, if any.

**D. Membership in the Lake County Library System.** The Municipality will remain a member of the Lake County Library System during the Term of this agreement and for a period of four (4) years following the date of Project Completion. For equipment and collections Projects, the date of Project Completion will be the date all eligible expenditures have been reimbursed under this Agreement; for construction related Projects, the date of Project Completion shall be the date of final completion of all construction, as provided by a certificate of occupancy, or similar issuance, following reimbursement of all eligible expenditures under this Agreement. In the event the Municipality withdraws from the Lake County Library System or does not renew its membership in the Lake County Library System within this period, the Municipality must repay the money granted under this Agreement on a prorated basis based on the number of years the Municipality was a member, as required by this Section. (For example, if a Municipality is required to remain a member for four (4) years following Project completion but terminates its membership one (1) year following Project completion, the Municipality must repay seventy five percent (75%) of the Funds provided.) This provision shall survive the termination or expiration of this Agreement.

**4. Allowable Uses of Impact Fee Money.** The Municipality must use the impact fee money granted herein for the purposes set forth in Section 22-61, Lake County Code. By executing this Agreement, the Municipality certifies that the Project qualifies as a capital improvement which is required to accommodate demand placed on the Library resulting from new growth or development and is not being made to remedy an existing deficiency in library services, as such terms are defined within the adopted Lake County Comprehensive Plan, Capital Improvements Element. Municipality further certifies by entering this Agreement that the Project is not a repair, replacement, or renovation of the Library.

**5. Effective Date, Term and Termination.** This Agreement will become effective upon the day of the last signature of the Parties ("Effective Date") and will remain in force for two (2) years following the Effective Date ("Term"). Funds must be fully expended by Municipality during the Term of this Agreement; any Funds not expended during the Term will be forfeit by Municipality unless the Parties agree to extend the Term of this Agreement in writing. Either Party has the right to terminate this Agreement for cause with thirty (30) days written notice to the other; provided, however, that in the event of termination by the County, the Municipality will be entitled to reimbursement of purchases relating to the Project up to and including the day of termination, as long as such purchases qualify for impact fee money. **In the event Municipality does not initiate the Project or request reimbursement of Funds within two (2) years after the effective date of this Agreement, the Agreement shall be considered null and void.**

**6. Indemnification.** The Municipality will, to the extent permitted by Florida law, protect, defend, indemnify, and hold the County, its officers, commissioners, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF UMATILLA FOR USE OF LIBRARY IMPACT FEES RELATED TO THE PURCHASE OF CAPITAL EQUIPMENT FOR THE UMATILLA PUBLIC LIBRARY – FY 2024-2025**

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attorneys' fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the Municipality, its agents, employees, or representatives in the performance of the obligations under this Agreement. Furthermore, nothing herein will be construed as a waiver of sovereign immunity on the part of the County.

**7. Modifications.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein will be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

**8. Notices.**

**A.** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either Party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

**COUNTY**

County Manager  
Post Office Box 7800  
Tavares, Florida 32778

*With copies to:*

Director  
Office of Library Services  
Post Office Box 7800  
Tavares, Florida 32778

County Attorney  
Post Office Box 7800  
Tavares, Florida 32778-7800

**MUNICIPALITY**

City of Umatilla  
City Manager  
1 South Central Ave  
Post Office Box 2286  
Umatilla, Florida 32784

**B.** All notices required, or which may be given hereunder, will be considered properly given if personally delivered, sent by certified United States mail, return receipt requested, or sent by Federal Express or other equivalent overnight letter delivery company.

**C.** The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

**D.** Parties may designate other Parties or addresses to which notice shall be sent by notifying, in writing, the other Party in a manner designated for the filing of notice hereunder.

**9. Default and Opportunity to Cure.** If either Party fails to keep, observe, or perform any provision of this Agreement, the breaching Party shall be deemed in default. In the event of default of any of the terms and conditions contained herein by either Party, the non-defaulting Party shall provide written notice to the defaulting Party. The defaulting Party shall have the opportunity to cure the defect within thirty (30) days

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF UMATILLA FOR USE OF LIBRARY IMPACT FEES RELATED TO THE PURCHASE OF CAPITAL EQUIPMENT FOR THE UMATILLA PUBLIC LIBRARY – FY 2024-2025**

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of receipt of the written notice. Thereafter, if the defaulting Party fails to correct the identified default on or before the expiration of the stated time, the non-defaulting Party may declare this Agreement in default.

**A.** A default by the Municipality shall consist of any use of Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Funds in a timely or proper manner.

**B.** If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

- i.** Upon a written request from Municipality setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or
- ii.** Terminate this Agreement by written notice thereof; or
- iii.** Take such other action, including, but not limited to, requiring additional conditions under this Agreement; temporarily withholding cash payments pending correction of the deficiency by the Municipality; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Project; withhold further awards for the Project; declare the Municipality ineligible for any further participation in the County's contracts; or take other remedies that may be legally available.
- iv.** If the County terminates this Agreement for cause, Municipality shall return all unused Funding provided to Municipality under this Agreement by the County.

**C.** Costs Not Allowed After Default. Costs resulting from obligations incurred by the Municipality during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or provides subsequent authorization in writing. Other Municipality costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:

- i.** The costs result from obligations which were properly incurred by the Municipality before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and
- ii.** The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

**D.** No Limitation. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the Parties under law or in equity which may now or in the future be applicable.

**10.** Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be construed in accordance with the Laws of the State of Florida. In any action, in equity or law, with respect to the

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF UMATILLA FOR USE OF LIBRARY IMPACT FEES RELATED TO THE PURCHASE OF CAPITAL EQUIPMENT FOR THE UMATILLA PUBLIC LIBRARY – FY 2024-2025**

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enforcement or interpretation of this Agreement, venue shall be solely in Lake County, Florida. The Parties agree that arbitration will not be used as a means of dispute resolution under this Agreement. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT A PARTY MAY HAVE TO A JURY TRIAL IN ANY ACTION OR PROCEEDING PERTAINING TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**11. Public Records.** All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the Parties.

**12. Recordkeeping.**

**A.** The Municipality shall maintain all records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement.

**B.** In the event the County determines that such records are not being adequately maintained by the Municipality, the County may cancel this Agreement in accordance the terms herein.

**C.** With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County may require. The Municipality will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to the Municipality at least three (3) business days in advance.

**D.** The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state, or federal. The Municipality shall retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. The Municipality agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

**E.** This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the Municipality in performance of any work under this Agreement.

**F.** This Section shall survive the expiration or earlier termination of this Agreement.

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF UMATILLA FOR USE OF LIBRARY IMPACT FEES RELATED TO THE PURCHASE OF CAPITAL EQUIPMENT FOR THE UMATILLA PUBLIC LIBRARY – FY 2024-2025**

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**13. Recapture of Funds.** Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any Funds provided under this Agreement if the Project is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, Municipality is liable for recapture of Funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if Municipality is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

**A.** Any funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

**B.** Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

**C.** The County's determination that an expenditure is eligible does not relieve the Municipality of its duty to repay the County in full for any expenditures that are later determined by the County to be ineligible expenditures or the discovery of a duplication of benefits.

**D.** If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant to **Section 8 Notice** requirements and this Agreement.

**E.** The Municipality has responsibility for identifying and recovering Funds that were expended in error, disallowed, or unused. The Municipality will also report all suspected fraud to the County.

**14. Reversion of Assets.** Within thirty (30) days following the expiration or termination of this Agreement, the Municipality shall transfer to the County any Funds on hand at the time of expiration or termination of this Agreement if the Funds have not been expended on eligible costs.

**15. Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal named Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

**16. Severability.** In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses, or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, clause, or word did not exist.

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF UMATILLA FOR USE OF LIBRARY IMPACT FEES RELATED TO THE PURCHASE OF CAPITAL EQUIPMENT FOR THE UMATILLA PUBLIC LIBRARY – FY 2024-2025**

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**17. Construction.** This Agreement was mutually negotiated by the Parties who have executed the same and each Party acknowledge that they had ample opportunity to seek and consult with independent legal counsel prior to executing this Interlocal Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

**18. Waiver.** The failure of any Party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this Interlocal Agreement.

**19. Assignment.** Neither Party may assign any rights or delegate any duties under this Agreement without the written consent of the other Party.

**20. Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

**21. Entire Agreement.** This Agreement is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement must be made via written addendum and must be signed by both Parties to be binding. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

**Exhibit A** Revised Quote for Childrens Reconfiguration (B), Library Interiors of Florida, Inc., dated May 1, 2024 (2 pages).

**Exhibit B** Revised Application for Impact Fees and Project Description (23 pages).

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF UMATILLA FOR USE OF LIBRARY IMPACT FEES RELATED TO THE PURCHASE OF CAPITAL EQUIPMENT FOR THE UMATILLA PUBLIC LIBRARY – FY 2024-2025**

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**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and the City of Umatilla, Florida, signing by and through its Mayor.

**MUNICIPALITY**

**CITY OF UMATILLA, FLORIDA**

\_\_\_\_\_  
Chris Creech, Mayor

This \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

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

Approved as to form and legality:

\_\_\_\_\_  
Kevin M. Stone, City Attorney

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF UMATILLA FOR USE OF  
LIBRARY IMPACT FEES RELATED TO THE PURCHASE OF CAPITAL EQUIPMENT FOR THE UMATILLA  
PUBLIC LIBRARY – FY 2024-2025**

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**COUNTY**

LAKE COUNTY, FLORIDA through its  
BOARD OF COUNTY COMMISSIONERS

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

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

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

Approved as to Form & Legality:

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

**EXHIBIT A**



**LIBRARY INTERIORS OF FLORIDA, INC.**

10006 Cross Creek Blvd. #432 ■ Tampa, FL 33647 ■ ph.813.977.6805 ■ fax.813.977.6806

**Budget Projection**

Date: May 1, 2024

Customer: Amy Stultz  
Umatilla Public Library  
412 Hatfield Drive  
Umatilla, FL 32784  
352-669-3284

Submitted By: Jeff Hunt

Project: Children's Reconfiguration (B)

| Item                                  | Qty | Manufacturer      | Catalog #       | Item Description  | Unit Price  | Total Price |
|---------------------------------------|-----|-------------------|-----------------|---|-------------|-------------|
| <b>Beginning Fiction Shelving</b>     |     |                   |                 |   |             |             |
| A1                                    | 4   | Estey             | EDSUPT4212      | "Designer Series" single-face upright - 42" high x 12" deep   | \$ 223.53   | \$ 894.11   |
| A2                                    | 4   | Estey             | WCLIP           | "Designer Series" wall clip   | \$ 1.69     | \$ 6.75     |
| A3                                    | 4   | Estey             | SCREW15         | hex-head tech-screw - #14 x 1"  | \$ 0.30     | \$ 1.21     |
| A4                                    | 6   | Estey             | DSTRUT          | "Designer Series" top and bottom strut - 36" wide   | \$ 73.38    | \$ 440.31   |
| A5                                    | 3   | Estey             | DKP36A          | "Designer Series" kickplate assembly - 36" wide   | \$ 24.46    | \$ 73.38    |
| A6                                    | 9   | Estey             | ED3612A         | "Designer Series" flat shelf assembly - 12" deep x 36" wide x 6" high                                 | \$ 73.38    | \$ 660.46   |
| A7                                    | 9   | 3branch           | 3541            | "MagBrowz" acrylic large bin for picturebooks - 12" deep x 31-3/4" wide x 6-1/2" high                 | \$ 178.27   | \$ 1,604.40 |
| <b>Beginning Non-Fiction Shelving</b> |     |                   |                 |   |             |             |
| B                                     | 1   | MediaTechnologies | DFT-4218X-L-MOB | "Drift" laminate single-face convex mobile shelving - 42" high x 72" wide x 18" deep                  | \$ 5,092.82 | \$ 5,092.82 |
| <b>Lounge Seating</b>                 |     |                   |                 |   |             |             |
| C                                     | 1   | MediaTechnologies | FTCBV2-60-5C    | "Halfback" upholstered curved settee with casters - 24" deep x 54" wide x 18" high - Grade 2 material | \$ 4,800.95 | \$ 4,800.95 |
| <b>Floor Cushion</b>                  |     |                   |                 |   |             |             |
| D                                     | 1   | MediaTechnologies | CBLOX-36-2      | "Blox" upholstered round ottoman - 36" diameter x 2" high - Grade 2 material                          | \$ 1,312.03 | \$ 1,312.03 |
| <b>Board Book Bin</b>                 |     |                   |                 |   |             |             |
| E                                     | 1   | Worden            | FF2041T1C       | "Elements" laminate shelf browser with casters - 24" deep x 24" wide x 18.75" high                    | \$ 2,032.41 | \$ 2,032.41 |

| Item                   | Qty | Manufacturer | Catalog #  | Item Description   | Unit Price | Total Price  |
|------------------------|-----|--------------|------------|--|------------|--------------|
| <b>Activity Panels</b> |     |              |            |  |            |              |
| F1                     | 1   | Gresco       | 1023139001 | "Labyrinth" sensory wall activity panel — 17" high x 16" wide x 3/4" thick   | \$ 353.08  | \$ 353.08    |
| F2                     | 1   | Gresco       | 1120370001 | "Closures" sensory wall activity panel — 17" high x 16" wide x 2" thick      | \$ 237.69  | \$ 237.69    |
| F3                     | 1   | Gresco       | 1120394001 | "Acrylic Gears" sensory wall activity panel — 17" high x 16" wide x 2" thick | \$ 593.08  | \$ 593.08    |
| F4                     | 1   | Gresco       | 1120191001 | guide rails for (3) wall activity panels — 2" high x 48" wide x 1-1/4" deep  | \$ 293.08  | \$ 293.08    |
| Total Project          |     |              |            |  |            | \$ 18,395.75 |

Note: Activity Panels are not approved expenditures under the FY24-25 Library Impact Fee Funding Agreement to which this has been made Exhibit A.

All pricing is NET F.O.B. DELIVERED & INSTALLED and does not include any applicable tax.



# City of Umatilla

"NATURE'S HOMETOWN"

Umatilla Public Library  
412 Hatfield Dr.  
Umatilla, FL 32784

April 29, 2024

Lake County Board of County Commissioners  
County Attorney's Office  
315 W. Main St.  
Tavares, FL 32778

Dear Assistant County Attorney Clark:

Thank you for considering the Umatilla Public Library's application for the Impact Fee Grant. We understand there may be concerns about how the grant would be used, specifically regarding the potential replacement of existing shelving.

We will modify our request and can assure you that the grant would be used solely to **increase** the library's capacity. Our plan is to **add** new shelving units alongside the existing ones, not replace them. This will ensure an **overall increase** in book storage and accessibility.

Here's a breakdown of the proposed improvements:

- **Board Book Module:** A new module will be added, doubling our capacity for board books. The current board book shelf will be retained, further increasing storage space. This module is not included in the current proposal but we can add it to the grant if approved.
- **Early Fiction Shelving:** New shelving will be installed specifically for early fiction. We will move the current unit to the side to create additional floor space for new shelving. This will add storage for 459 new books, representing a **211% increase** in capacity.
- **Early Non-Fiction Shelving:** One section of the existing non-fiction shelving, is currently used for juvenile fiction overflow. The remaining section will continue to house early non-fiction materials. The addition of new shelving will further increase overall capacity by **124%**.

In every instance, the Impact Fee Grant would allow us to **expand** our storage capabilities, not simply replace existing structures. This will provide significantly more space for new and existing books, ultimately benefiting the Umatilla community.

### Early Literacy Programs and a Demonstrated Demand

The Umatilla Public Library prioritizes fostering early literacy skills in our youngest patrons. Our established early literacy programs, such as Choo- Choo Babies and Toddler Time, have witnessed a notable increase in participation over recent years. During fiscal year 2022-2023, we offered 21 programs for Choo- Choo Babies, attracting 41 attendees. Similarly, Toddler Time provided 21 programs

P.O. Box 2286 • 1 S. Central Ave. • Umatilla, FL 32784 • (352)669-3125 • [www.umatillaf.org](http://www.umatillaf.org)



# City of Umatilla

"NATURE'S HOMETOWN"

with 97 attendees. Data from the current fiscal year (2023-2024) further underscores this trend. Choo-Choo Babies programs have already served 135 attendees across 21 programs, reflecting a remarkable **229.27% growth** compared to the previous year. While Toddler Time programs have experienced a reduction to 11 offerings with 72 attendees this year, it is believed this is a temporary scheduling adjustment. Overall, the upward trajectory in program participation highlights a demonstrably increasing need for engaging and effective early literacy resources within our community.

## **Beyond Books: Supporting Early Literacy Development**

The Impact Fee Grant would also allow us to invest in an activity wall, a valuable tool for fostering early literacy skills in young children. Early literacy encompasses the skills needed for children to be ready to learn how to read. Pre-literacy skills include learning how to hold a book and turn pages, as well as developing fine motor skills through playing, scribbling, and using books.

Fine motor skills are crucial for later writing ability and are further developed through interacting with an activity wall. If letters and numbers are also part of the activity wall, letter knowledge becomes part of the educational experience as well. Play, in general, is an important aspect of early literacy. Play engages the brain and gives children a chance to generate words, activating a different part of the brain than hearing, seeing, or saying words do. In fact, all four of those brain activities occur in different regions, and therefore all must be engaged in pre-literacy training.

This type of educational center provides stimulus that is unavailable in most homes and therefore expands our library service as we do not currently have an activity wall or the types of toys that would be on the activity wall. You can find more information on the connection between fine motor skills and early literacy here: <https://www.carnegielibrary.org/kids-teens/early-learning-activities/>.

## **Integrating the Activity Wall into Early Literacy Programs:**

The activity wall will be actively utilized during our existing early literacy sessions for babies and toddlers. Our dedicated staff will guide participants in using the wall's features to promote pre-literacy skills. This hands-on approach ensures children learn how to interact with the activity wall during library visits, maximizing its potential to support their early literacy development.

We are happy to provide further details or answer any questions you may have regarding the proposed shelving plan and activity wall addition.

Thank you for your continued support of the Umatilla Public Library.

Amy Stultz, Library Director  
Umatilla Public Library  
412 Hatfield Dr.  
Umatilla, FL 32784

P.O. Box 2286 • 1 S. Central Ave. • Umatilla, FL 32784 • (352)669-3125 • [www.umatillaf.org](http://www.umatillaf.org)



# LIBRARY INTERIORS OF FLORIDA, INC.

10006 Cross Creek Blvd. #432 ■ Tampa, FL 33647 ■ ph.813.977.6805 ■ fax.813.977.6806

## Budget Projection

Date: May 1, 2024

Customer: Amy Stultz  
Umatilla Public Library  
412 Hatfield Drive  
Umatilla, FL 32784  
352-669-3284

Submitted By: Jeff Hunt

Project: Children's Reconfiguration (B)

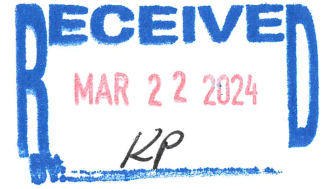
| Item                                  | Qty | Manufacturer      | Catalog #       | Item Description  | Unit Price  | Total Price |
|---------------------------------------|-----|-------------------|-----------------|---|-------------|-------------|
| <b>Beginning Fiction Shelving</b>     |     |                   |                 |   |             |             |
| A1                                    | 4   | Estey             | EDSUPT4212      | "Designer Series" single-face upright - 42" high x 12" deep   | \$ 223.53   | \$ 894.11   |
| A2                                    | 4   | Estey             | WCLIP           | "Designer Series" wall clip   | \$ 1.69     | \$ 6.75     |
| A3                                    | 4   | Estey             | SCREW15         | hex-head tech-screw - #14 x 1"  | \$ 0.30     | \$ 1.21     |
| A4                                    | 6   | Estey             | DSTRUT          | "Designer Series" top and bottom strut - 36" wide   | \$ 73.38    | \$ 440.31   |
| A5                                    | 3   | Estey             | DKP36A          | "Designer Series" kickplate assembly - 36" wide   | \$ 24.46    | \$ 73.38    |
| A6                                    | 9   | Estey             | ED3612A         | "Designer Series" flat shelf assembly - 12" deep x 36" wide x 6" high                                 | \$ 73.38    | \$ 660.46   |
| A7                                    | 9   | 3branch           | 3541            | "MagBrowz" acrylic large bin for picturebooks - 12" deep x 31-3/4" wide x 6-1/2" high                 | \$ 178.27   | \$ 1,604.40 |
| <b>Beginning Non-Fiction Shelving</b> |     |                   |                 |   |             |             |
| B                                     | 1   | MediaTechnologies | DFT-4218X-L-MOB | "Drift" laminate single-face convex mobile shelving - 42" high x 72" wide x 18" deep                  | \$ 5,092.82 | \$ 5,092.82 |
| <b>Lounge Seating</b>                 |     |                   |                 |   |             |             |
| C                                     | 1   | MediaTechnologies | FTCBV2-60-5C    | "Halfback" upholstered curved settee with casters - 24" deep x 54" wide x 18" high - Grade 2 material | \$ 4,800.95 | \$ 4,800.95 |
| <b>Floor Cushion</b>                  |     |                   |                 |   |             |             |
| D                                     | 1   | MediaTechnologies | CBLOX-36-2      | "Blox" upholstered round ottoman - 36" diameter x 2" high - Grade 2 material                          | \$ 1,312.03 | \$ 1,312.03 |
| <b>Board Book Bin</b>                 |     |                   |                 |   |             |             |
| E                                     | 1   | Worden            | FF2041T1C       | "Elements" laminate shelf browser with casters - 24" deep x 24" wide x 18.75" high                    | \$ 2,032.41 | \$ 2,032.41 |

| Item                   | Qty | Manufacturer | Catalog #  | Item Description   | Unit Price           | Total Price         |
|------------------------|-----|--------------|------------|--|----------------------|---------------------|
| <b>Activity Panels</b> |     |              |            |  |                      |                     |
| F1                     | 1   | Gressco      | 1023139001 | "Labyrinth" sensory wall activity panel - 17" high x 16" wide x 3/4" thick   | \$ 353.08            | \$ 353.08           |
| F2                     | 1   | Gressco      | 1120370001 | "Closures" sensory wall activity panel - 17" high x 16" wide x 2" thick      | \$ 237.69            | \$ 237.69           |
| F3                     | 1   | Gressco      | 1120394001 | "Acrylic Gears" sensory wall activity panel - 17" high x 16" wide x 2" thick | \$ 593.08            | \$ 593.08           |
| F4                     | 1   | Gressco      | 1120191001 | guide rails for (3) wall activity panels - 2" high x 48" wide x 1-1/4" deep  | \$ 293.08            | \$ 293.08           |
|                        |     |              |            |  | <b>Total Project</b> | <b>\$ 18,395.75</b> |

All pricing is NET F.O.B. DELIVERED & INSTALLED and does not include any applicable tax.

Appendix A

Lake County Library Impact Fees  
**PROJECT APPLICATION**  
Application Deadline: March 1



**1. APPLICANT INFORMATION**

A. LEGAL NAME OF APPLICANT (Government)

City of Umatilla

B. APPLICANT ADDRESS

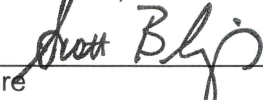
Street 1 South Central Ave. PO Box if applicable \_\_\_\_\_

City Umatilla Zip Code 32784

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1.  County library impact fee is assessed within municipality, or  
 Municipality collects local library impact fee which is equal to or greater than county library impact fee, or  
 Municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.
2.  Municipality has a library which is a member of the Lake County Library System (LCLS), or  
 Is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)

  
Signature \_\_\_\_\_

Scott Blakenship, City Manager  
Name and Title \_\_\_\_\_

**2. LIBRARY INFORMATION**

A. NAME OF LIBRARY Umatilla Public Library

B. LIBRARY ADDRESS  Current  Future

Street 412 Hatfield Dr. City Umatilla Zip 32784

**3. PROJECT MANAGER** (Library Director)

A. Name Amy D. Stultz Telephone (352) 669-3284  
Fax (352) 669-7409 E-mail astultz@umatillafl.org

**4. TYPE OF PROJECT**

- A.  CONSTRUCTION  
 Design & Engineering       New Building       Expansion
- B.  COLLECTIONS  
 System-Wide
- C.  TECHNOLOGY (System-wide projects only.)
- D.  EQUIPMENT

**5. THIS PROJECT IS INCLUDED IN (PLANNED PROJECTS):** (Maximum of 5 points) (Mark all that apply)

- City or County Capital Improvement Plan  
 Lake County Library System Long Range Plan of Service  
 Lake County Library System Annual Plan of Service  
 Other (Describe) \_\_\_\_\_

6. **COST OF TOTAL PROJECT** (Estimated) \$32,600

7. **AMOUNT REQUESTED** (Maximum of 10 points) \$24,999

8. **PERCENT OF PROJECT ELIGIBLE FOR IMPACT FEES** 100%

**9. PRIMARY SOURCE OF IMPACT FEES:** (Maximum of 10 points)

- Applicant contributes to countywide library impact fee fund (10 points)  
 Applicant collects and retains impact fees locally (-10 points)

**10. PRIOR PROJECT SUBMISSIONS** (Maximum of 10 points)

A. Is this a new project request:

- Yes (skip to section 11)  
 No (complete Sections 10.B and 10.C)

B. Year(s) requested: \_\_\_\_\_ Was the project previously approved by the Library Advisory Board?

- Yes       No

Appendix A  
Lake County Library Impact Fees – PROJECT APPLICATION

If Yes, what year(s) was the project approved: \_\_\_\_\_

C. Has project previously received funding from library impact fees?

Yes  No

If Yes, was the project request  partially or  fully funded?

Year/s \_\_\_\_\_ Amount \$ \_\_\_\_\_

11. **PROJECT NARRATIVE** – (Include as an attachment; no more than 3 pages. Maximum of 35 points)

a. **Brief project description.** (5)

*Include project history and expected outcomes of the completed project. For construction projects, include a walkthrough of the facility, including the programmatic layout. For collection and equipment projects, outline expected use and how project will be supported after acquisition.*

b. **Justification for use of impact fees.** (5)

*What is the historical growth and expected growth in the service area of the project? Why are impact fees justified? How is this an expansion of capacity and not addressing a deficiency? How is this project sustainable in your budget? How will this project effect staff?*

c. **Describe need for project.** (5)

*Provide statistics and anecdotal information supporting the need. For collection projects, describe the gaps in the local collection, the system collection or areas of future growth that will be met by the project? What is the need for expansion or new construction? What expansion of capacity will the requested equipment provide?*

d. **Describe the project's benefit to the local community.** (5)

*How will the local community benefit from this project? What are the desired outcomes for the local community? How will the local community use the project? How will the project contribute to new or improved services?*

e. **Describe how the project will benefit county-wide library service.** (10)

*What new or expanded services will be provided to the Lake County Library System cooperative and/or County residents? How does this project address expansion of capacity?*

f. **Provide an itemized cost estimate for equipment requests** (for equipment grants only) (5)

12. **INITIAL YEAR OF PARTICIPATION IN THE COOPERATIVE** 1982

13. **COMPLETED BY:** Amy Stultz / Library Director **DATE:** 3/20/24  
(Name / Title)

RETURN THIS FORM TO: DIRECTOR OF THE LAKE COUNTY OFFICE OF  
LIBRARY SERVICES  
418 W. Alfred St., Suite C, Tavares, FL 32778  
3

Appendix A  
Lake County Library Impact Fees – PROJECT APPLICATION

---

**Staff Use Only**

Project Rating \_\_\_\_\_ Project Ranking \_\_\_\_\_  
Recommended Level of Funding \_\_\_\_\_  
Approved Level of Funding \_\_\_\_\_  
Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Umatilla 2024 Impact Fee Grant Narrative

### *a. Brief project description.*

The Early Literacy Initiative mission is to draw new families to the library and grow readers from infancy. We are already doing this by providing early literacy programs for infants. The early literacy initiative is a new vision for what early childhood learning looks like in Umatilla. We will bring families and childcare centers to the library, becoming a focal point and a resource center. We will combine the best practices of national early literacy library based curriculums with new, engaging materials in an imaginative, yet cozy, space.

In 2021 we began the early literacy initiative with a gift from the local Umatilla Kiwanis club to the Friends of the Library. With those initial funds we purchased a new collection of non-fiction primers and rehoused the beginning reader non-fiction to the same corner as the fiction primers. In 2022 more funding from Kiwanis purchased a national early literacy curriculum. Our Easy Reader Non-Fiction circulation has shown an upwards trend since FY22. In FY22 our circulation was 419, in FY23 it was 506, a growth of 18%.

Youth Services staff were trained in incorporating best practices into the new early literacy programming both through the purchased curriculum and by attending a training at the Kids Lib Conference in Ocala.

In 2023 the Friends of the Library raised \$5,500 for the initiative, through a private donor, a gift from the Presbyterian Women's Group, *Hearts and Hands*, of \$4,000 and a Florida Natural Grant for \$1,000. Those funds will be used to pay for new books and other materials. In 2024 the Friends and the City of Umatilla are partnering to revitalize the children's library with fresh paint and have a goal to commission a mural featuring dragons reading.

If awarded, the Impact Fee Grant will allow the library to hire a professional library interiors consultant. By piggybacking off of another county's contract, the city will use the impact fee grant money to purchase appropriate shelving and furniture at a discounted rate through the consultant. These funds will allow us to complete this project's development phase and provide us with the shelving needed to house the upgraded collection.

The room will have colorful new additions that coordinate with currently existing furniture. The picture books will have a Formica cover plate that will extend to the floor, eliminating the crawl space and creating visual cohesion. The same Formica, in a complementary color, will wrap the revamped board book bin. The legs will be cut off of the current bin and replaced with locking casters, allowing babies to access the board books on their own. The casters will allow the board books to be moved to where baby has decided to be. A large flat seating cushion will allow families to gather together to read comfortably. A new activity wall with changeable elements will be placed where the board books are currently housed. The beginning reader non-fiction will be shelved spine-out on a metal unit with locking casters, so that it can be moved out of the way for programs. A bench with a comfortable backrest will be up against the non-fiction shelving and will face the beginning reader fiction. The new beginning reader fiction section will contain metal, colorful and shorter shelves with clear acrylic bins, allowing for ease of

access to readers up to age 6. They will retain the face-out shelving we currently have with our current browsing bins.

As the community expands with new housing developments we will meet new families with a vibrant welcoming space and programming. The Friends and the community will provide more resources as needed to obtain new materials for all families. The city will dedicate 30% of the collection budget for 40 plus volumes in FY25 and FY26. The community has proven financial support to provide the best possible resources for growing minds in the greater Umatilla area.

*b. Justification for use of impact fees.*

The City of Umatilla is a small town, historically an agriculturally based economy. Due to the decline in the orange industry the city has been given a REDI status by the state, indicating our rural economic disadvantage. Like all of Lake County the city is experiencing intense, rapid growth. Former groves are becoming subdivisions both within city limits and in the county's surrounding communities. Our current population is approximately 3,700. However the city is experiencing unprecedented growth. Currently under construction or in the final approval phase are several new housing tracts and subdivisions, such as Magnolia Pointe, adding 477 new homes alone, which has the potential to increase the population by more than 26%. In addition, the unincorporated areas around the City are also showing rapid growth, and many rely on the City for goods and services, including the library. In FY23 there were 13,465 circulations (including renewals) of items belonging to the Umatilla library to patrons outside of the 32702 and 32784 zip codes. This represents almost exactly 40% of total circulation of items belonging to Umatilla in FY23, further justifying use of Lake County impact fees. The City of Umatilla Public Library intends to expand services for the new residents now and not wait for this inflection point to become a crisis.

*c. Describe the need for the project.*

While our current shelving and seating provide adequate service for the current use, our future growth demands we meet the increased capacity. The shelves are also a little too tall for the target audience. If awarded, the Impact Fee Grant will complete the needed funds for expanded, more accessible shelving, seating and interactive elements in the early literacy section. Our existing collection of beginning reader fiction is 218 linear inches. With new shelving the projected collection is 318 linear inches, an increase of 44%. The community has demonstrated support to continue to provide upgraded elements and materials as needed.

*d. Describe the project's benefit to the local community.*

The Umatilla Public Library serves not only the City of Umatilla but also surrounding communities, including Dona Vista, Altoona, Grand Island and settlements within the Ocala National Forest. Through our early literacy initiative, we aim to cultivate a new generation of readers and build a strong community of library users.

As counted in the 2020 Decennial Census, Umatilla’s total population at the time was 3,685 with 1,935 total households. According to the American Community Survey 2022 5-Year Estimates, 114 of the individuals are under 5 years old, which is about 3% of the city residents. Lake County’s population of under 5 was listed by the census at 18,914 which is 4.6% of the population. This compares to Florida as a whole, with 5% of the population being under 5 years. ([data.census.gov](https://data.census.gov))

With our community burgeoning with new, working families, this project offers a unique opportunity to bridge the gap. By creating an inviting and engaging children's library, buzzing with activity, we can entice these families to make the library a regular stop, fostering a lifelong love of learning in their children.

e. Describe how the project will benefit county-wide library service.

The Umatilla Public Library refurbishment project, while specifically revitalizing our local space, will significantly benefit county-wide library service for Lake County residents in several ways. From FY22 to FY23, overall circulation at UMA has trended upward by 8.23%.

The new beginning reader fiction shelving will increase book storage capacity for the existing collection by 111%. The \$5,500 raised by the Friends will purchase new books and the older paperback books will be retired. Therefore the new shelving will increase capacity for the projected collection by 44%, allowing the library to better serve the surrounding communities and through the Lake County Library System cooperative.

Based on current figures, see table below, Umatilla Public Library houses about 7% of the total LCLS beginning reader collection. New capacity estimates could increase the projected amount of beginning reader fiction to 540, which would be 9% of the total LCLS collection.

Current Figures

| Book Type    | Collection Code | LCLS   | UMA   | UMA % of Total |
|--------------|-----------------|--------|-------|----------------|
| Beg. Fic     | ER              | 12,373 | 867   | 7%             |
| Beg. Non-Fic | ERNF            | 5,744  | 375   | 7%             |
| Picture Fic  | E               | 44,457 | 3,144 | 7%             |
| Board Books  | BB              | 5,732  | 169   | 3%             |

New shelving will be easily accessible for children of all ages, which aligns with the county-wide goal of promoting early literacy and independent learning. Ease of use through child-friendly shelving, soft seating with a coordinated color scheme and an inviting aesthetic space along with a new activity wall will drive interest in our early literacy collections. Our strategic approach is to enhance capacity and expand service for all patrons.

f. Provide an itemized cost estimate for equipment requests.

See Appendix 1

## **Appendices**

Appendix 1: Budget Projection from Jeff Hunt, Library Interiors

Appendix 2: Room Drawings from Jeff Hunt, Library Interiors

Appendix 3: Pictures of Equipment

Appendix 4: Letter of Support from Umatilla Kiwanis



# LIBRARY INTERIORS OF FLORIDA, INC.

10006 Cross Creek Blvd. #432 Tampa, FL 33647 ph.813.977.6805 fax.813.977.6806

## Budget Projection

Date: March 15, 2024

Customer: Amy Stultz  
Umatilla Public Library  
412 Hatfield Drive  
Umatilla, FL 32784  
352-669-3284

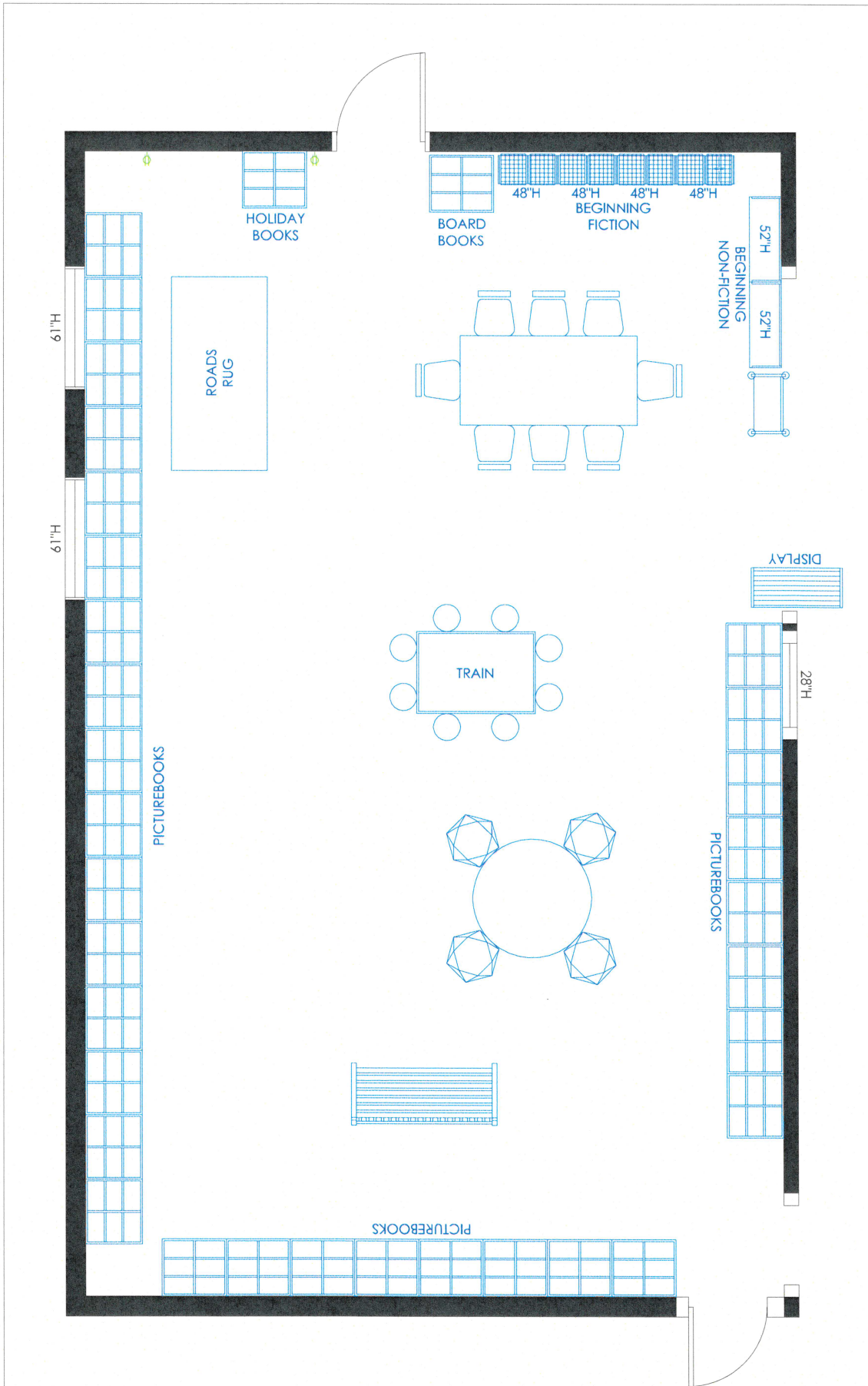
Submitted By: Jeff Hunt

Project: Children's Reconfiguration

| Item                                  | Qty | Manufacturer      | Catalog #              | Item Description  | Unit Price  | Total Price |
|---------------------------------------|-----|-------------------|------------------------|---|-------------|-------------|
| <b>Beginning Fiction Shelving</b>     |     |                   |                        |   |             |             |
| A1                                    | 4   | Estey             | EDSUPT4212             | "Designer Series" single-face upright - 42" high x 12" deep   | \$ 223.53   | \$ 894.11   |
| A2                                    | 4   | Estey             | WCLIP                  | "Designer Series" wall clip   | \$ 1.69     | \$ 6.75     |
| A3                                    | 4   | Estey             | SCREW15                | hex-head tech-screw - #14 x 1"  | \$ 0.30     | \$ 1.21     |
| A4                                    | 6   | Estey             | DSTRUT                 | "Designer Series" top and bottom strut - 36" wide   | \$ 73.38    | \$ 440.31   |
| A5                                    | 3   | Estey             | DKP36A                 | "Designer Series" kickplate assembly - 36" wide   | \$ 24.46    | \$ 73.38    |
| A6                                    | 9   | Estey             | ED3612A                | "Designer Series" flat shelf assembly - 12" deep x 36" wide x 6" high                                       | \$ 73.38    | \$ 660.46   |
| A7                                    | 9   | 3branch           | 3541                   | "MagBrowz" acrylic large bin for picturebooks - 12" deep x 31-3/4" wide x 6-1/2" high                       | \$ 178.27   | \$ 1,604.40 |
| <b>Beginning Non-Fiction Shelving</b> |     |                   |                        |   |             |             |
| B                                     | 1   | MediaTechnologies | DFT-42-4218S-OCB-L-MOB | "Drift" laminate single-face straight mobile shelving - 42" high x 42" wide x 18" deep                      | \$ 2,056.02 | \$ 2,056.02 |
| <b>Lounge Seating</b>                 |     |                   |                        |   |             |             |
| C                                     | 1   | MediaTechnologies | FTRB2-2442-4C          | "Half Back" upholstered rectangular settee with casters - 24" deep x 42" wide x 18" high - Grade 2 material | \$ 3,631.29 | \$ 3,631.29 |
| <b>Floor Cushion</b>                  |     |                   |                        |   |             |             |
| D                                     | 1   | MediaTechnologies | CBLOX-36-2             | "Blox" upholstered round ottoman - 36" diameter x 2" high - Grade 2 material                                | \$ 1,312.03 | \$ 1,312.03 |

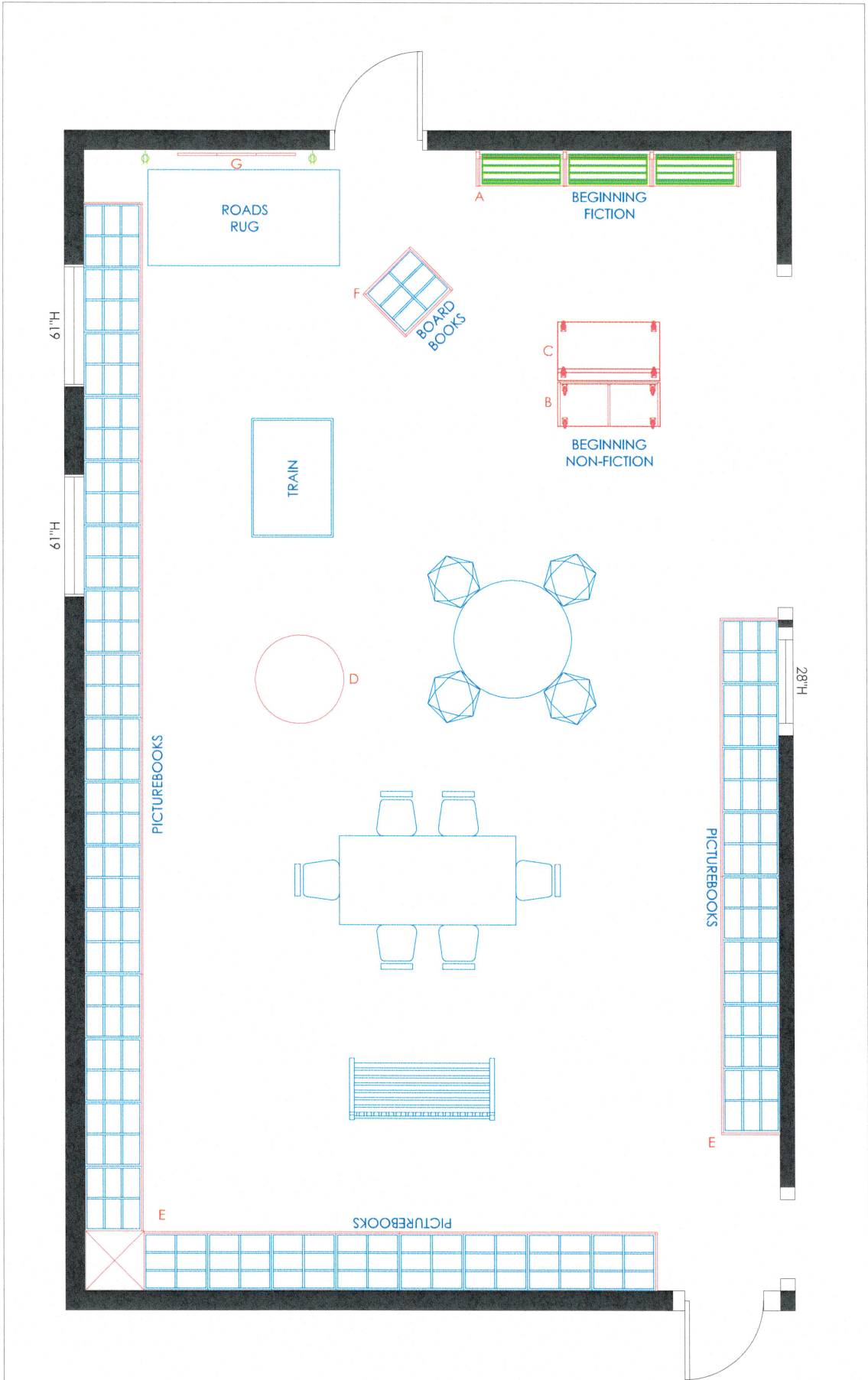
| Item                    | Qty | Manufacturer | Catalog #                 | Item Description   | Unit Price  | Total Price         |
|-------------------------|-----|--------------|---------------------------|--|-------------|---------------------|
| <b>Picturebook Bins</b> |     |              |                           |  |             |                     |
| E1                      | 8   | Worden       | BASCT 5D 108X26X Lam PVC3 | "Linear 3.0" laminate front filler panel with 3mm PVC edge - 26" high x 104" wide      | \$ 996.89   | \$ 7,975.11         |
| E2                      | 4   | Worden       | BASCT 5D 36X26X Lam PVC3  | "Linear 3.0" laminate front filler panel with 3mm PVC edge - 26" high x 24" wide       | \$ 415.28   | \$ 1,661.12         |
| E3                      | 1   | Worden       | XBASEP 3D 50X18X Lam PVC3 | "Linear 3.0" laminate corner filler with 3mm PVC edge - 50" high x 18" deep x 18" wide | \$ 1,075.22 | \$ 1,075.22         |
| <b>Board Book Bin</b>   |     |              |                           |  |             |                     |
| F1                      | 4   | Worden       | BASCT 5D 36X26X Lam PVC3  | "Linear 3.0" front filler panel with 3mm PVC edge - 26" high x 24" wide                | \$ 415.28   | \$ 1,661.12         |
| F2                      | 1   | Worden       | W-42-MSB                  | "Pin-Fast" mobile shelving caster set - 2-1/2" diameter                                | \$ 422.79   | \$ 422.79           |
| <b>Activity Panels</b>  |     |              |                           |  |             |                     |
| G1                      | 1   | Gressco      | 1023139001                | "Labyrinth" sensory wall activity panel - 17" high x 16" wide x 3/4" thick             | \$ 353.08   | \$ 353.08           |
| G2                      | 1   | Gressco      | 1120370001                | "Closures" sensory wall activity panel - 17" high x 16" wide x 2" thick                | \$ 237.69   | \$ 237.69           |
| G3                      | 1   | Gressco      | 1120394001                | "Acrylic Gears" sensory wall activity panel - 17" high x 16" wide x 2" thick           | \$ 593.08   | \$ 593.08           |
| G4                      | 1   | Gressco      | 1120191001                | guide rails for (3) wall activity panels - 2" high x 48" wide x 1-1/4" deep            | \$ 293.08   | \$ 293.08           |
| <b>Total Project</b>    |     |              |                           |  |             | <b>\$ 24,952.25</b> |

All pricing is NET F.O.B. DELIVERED & INSTALLED and does not include any applicable tax.



**EXISTING**  
 UMATILLA PUBLIC LIBRARY  
 Library Interiors of Florida, Inc.

2/23/24



**PROPOSED**  
 UMATILLA PUBLIC LIBRARY  
 Library Interiors of Florida, Inc.

3/15/24

**Appendix 3: Pictures of Equipment**

**Beginning Reader Fiction Section**

Current section contains browse bins.

Depth is limited due to sliding factor.

Shelves are too tall for most children in the target age range of 4 – 6 years. Top of shelf and first shelf are inaccessible to most children.



**Beginning Reader Fiction Section**

Example of metal shelving, similar to what might be used.



**Beginning Reader Fiction Section**

Example of Acrylic Browse Bins for face-out, browsable shelving with high visibility.

Example of new height.



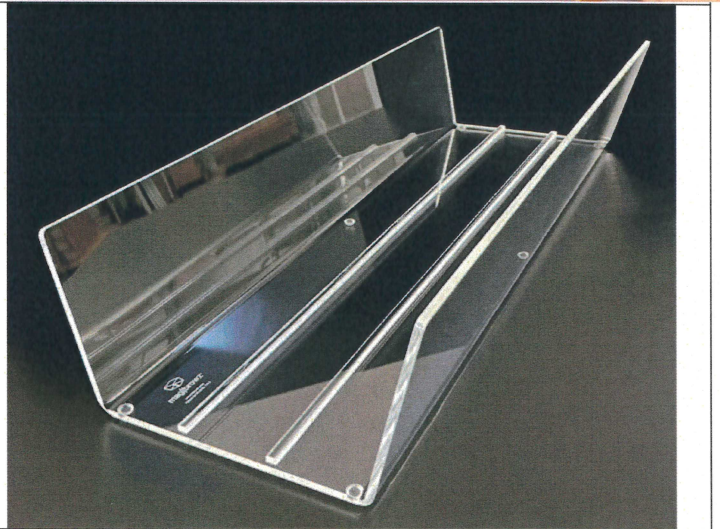
**Beginning Reader Fiction Section**

Acrylic Browse Bins

Thick and durable.

Bottom ridges to prevent slippage.

See-through for visual interest.



**Beginning Reader Non-Fiction**

Metal Shelving on casters, facing the picture book section.

Spine out shelving.



DFTSH-4218S L MOB  
Shown with connecting magnets and handles

**Beginning Reader Fiction Section**

Soft Seating.



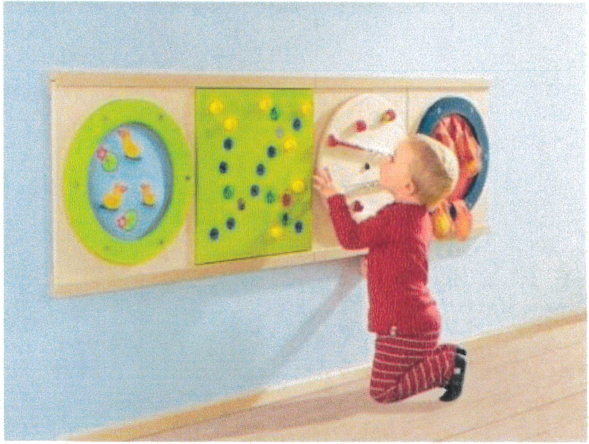
The back of the sofa would be placed against the back of the non-fiction shelving.



**Current Picture Book Shelving**

Browse bins are sturdy and adequate for needs, except that the crawl space underneath has been problematic.



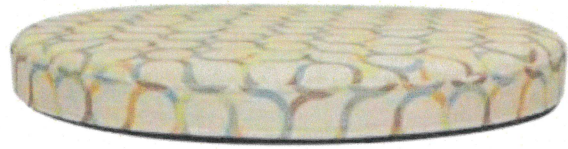
|   |  |
|---|--|
| <p><b>Updated Picture Book Section</b></p> <p>Formica cover plate would add visual uniformity to current shelving.</p> <p>Cover plate would extend to floor, eliminating a crawl space underneath picture books.</p>                    |    |
| <p><b>Current Board Book Bin</b></p> <p>To make this bin accessible to babies, the legs will be cut off and replaced with locking casters.</p> <p>The bin will be wrapped in Formica in a complementary color to the picture books.</p> |   |
| <p><b>Activity Wall</b></p> <p>Frame installed to wall.</p> <p>Panels slide in and out for quick change.</p>  |  |

**Picture Book Section**

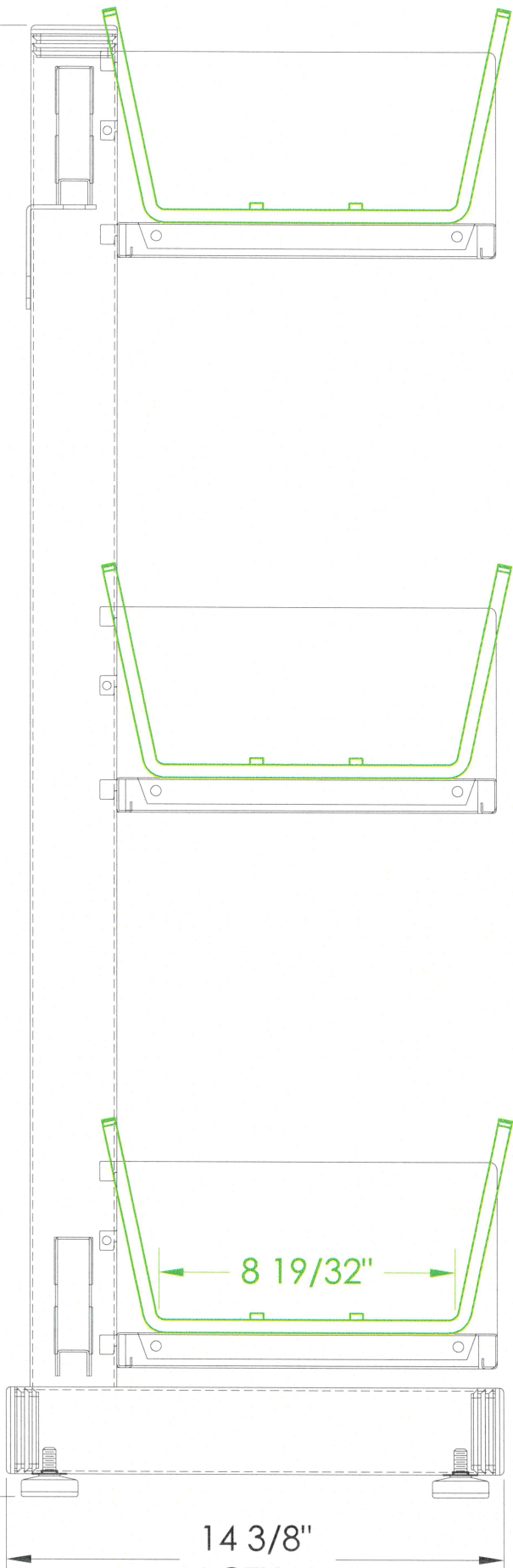
**Soft Seating**

Large round floor cushion allows for families to sit together in a group, on the floor.

Easy to move if space needed for programs.



42 13/32"  
MINIMUM



14 3/8"  
ACTUAL



# Kiwanis

Umatilla Kiwanis Club  
P.O. Box 1911  
Umatilla Florida 32784

The Umatilla Kiwanis Club has long been a friend of the Umatilla Public Library. This support comes in the form of financial funding for general use as well as financial support for specific projects. In addition, several Kiwanians have volunteered time to help with reading programs as well as summer life skills programs. Our public library is a mainstay of our town and the Umatilla Kiwanis club is proud to be a partner in the work our library is doing with the children of our community. Kiwanis International's motto is: "serving the children of the world", and our public library is doing just that with reading programs and summer life skills programs. Our Kiwanis Club will continue to support our Library financially with any proposed project as well as general request for financial support. As noted above, our Kiwanis Club is proud to be a partner with our Library in serving the children of our community and as such, we strongly recommend that your organization join this partnership by financially supporting Umatilla's public library.

Sincerely:

A handwritten signature in black ink, appearing to read 'Rudy Hitchcock'.

Rudy Hitchcock,  
Secretary, Kiwanis Club of Umatilla



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

---

**DATE:** June 5, 2024

**MEETING DATE:** June 18, 2024

**SUBJECT:** Final Reading of Ordinance No. 2024-B, Creech Trust Annexation

---

**BACKGROUND SUMMARY:**

The owner is seeking annexation for a 3.6 ± acre site that is contiguous to the city limits via North Twin Lake (FS 171.031(3)), making the property eligible for annexation. The subject site is developed with one (1) residential unit and is currently on city water service.

**RECOMMENDATIONS:**

Approval of Final Reading of Ordinance No. 2024-B, Creech Trust Annexation

**FISCAL IMPACTS:**

N/A

**ATTACHMENTS:**

1. Staff Report for Ordinance No. 2024-B, Creech Trust Annexation
  2. Creech Annexation Location Map
  3. Ord 2024-B\_Creech Trust\_Annexation 05.29.24 aaron V2
  4. Business Impact - Ord No. 2024-B
-

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

**Owner:** Christopher Ryan Creech Trust

**General Location:** North of Silver Drive and west of SR 19

**Number of Acres:** 3.6 ± acres

**Existing Zoning:** County Estate Residential (R-2)

**Existing Land Use:** Lake County Rural Transition (1 units/5 net acre)

**Date:** May 29, 2024

**Description of Project**

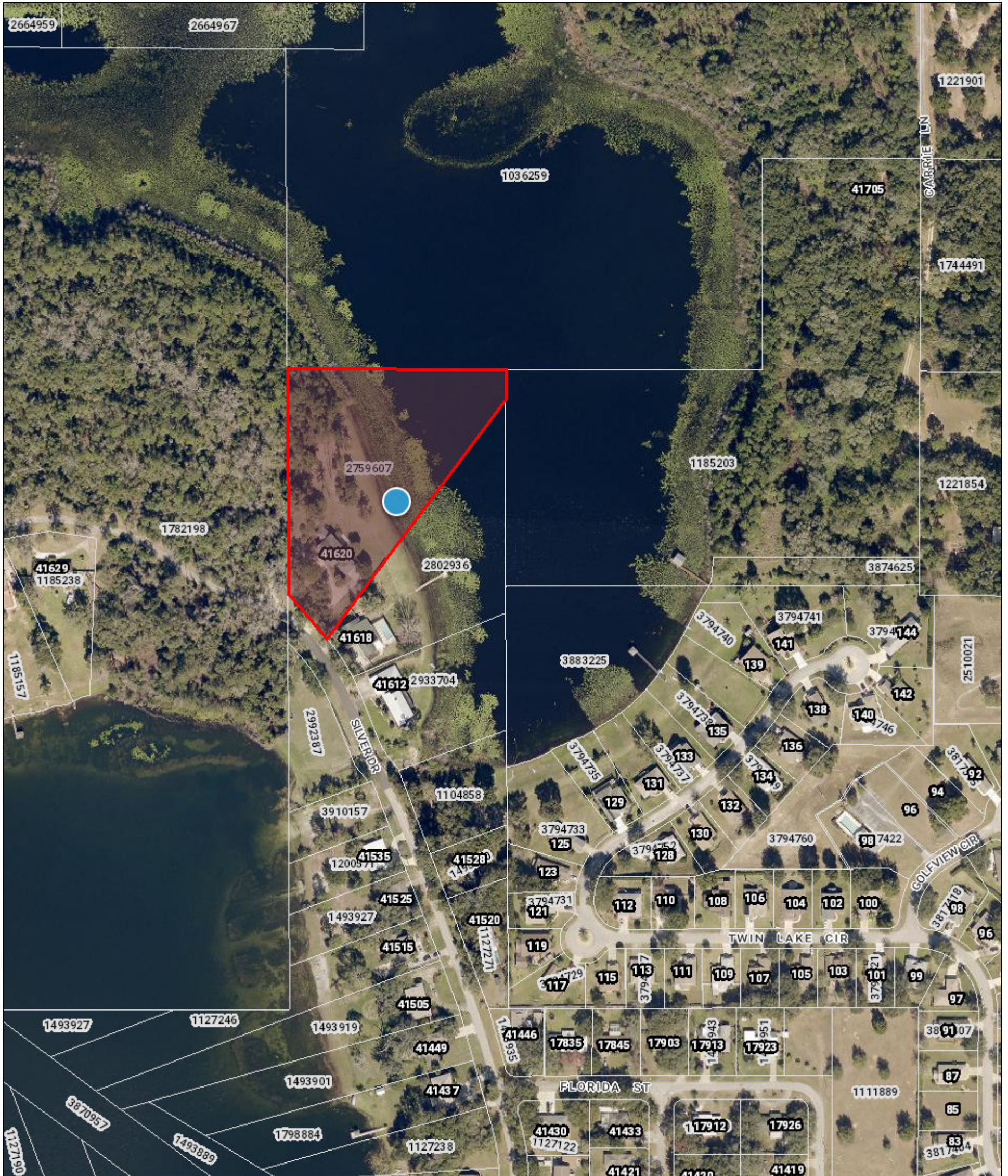
The owner is requesting annexation for a 3.6 ± acre site that is contiguous to the city limits via North Twin Lake (FS 171.031(3)). The subject site is developed with one (1) residential unit.

**Assessment/Recommendation**

---

Voluntary annexation is being requested and the property is adjacent to the city limits via the body of water (North Twin Lake); therefore, the property is eligible for annexation.

Staff recommends approval.



September 18, 2023

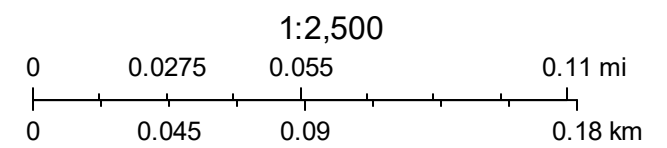
pointLayer

Override 1

polygonLayer

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- Blueways
- Boat Ramps
- County Parks
- Street Names
- Address Locations
- Tax Parcels Alternate Key
- Tax Parcels



Lake County Property Appraiser  
Lake BCC

**ORDINANCE 2024-B**

**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 3.6 ± ACRES OF LAND GENERALLY LOCATED NORTH OF SILVER LAKE DRIVE AND WEST OF SR 19; 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 3.6 acres of land generally located north of Silver Lake Drive and west of SR 19 (the "Property") by Robert Christopher Creech, Trust, as Owner;

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

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

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

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

**Section 1.** The following described property consisting of approximately 3.6 acres of land generally located north of Silver Lake Drive and west of SR 19, 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 # 2759607**

**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 June, 2024.

\_\_\_\_\_  
City Council member  
City of Umatilla, Florida

ATTEST:

Approved as to Form:

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

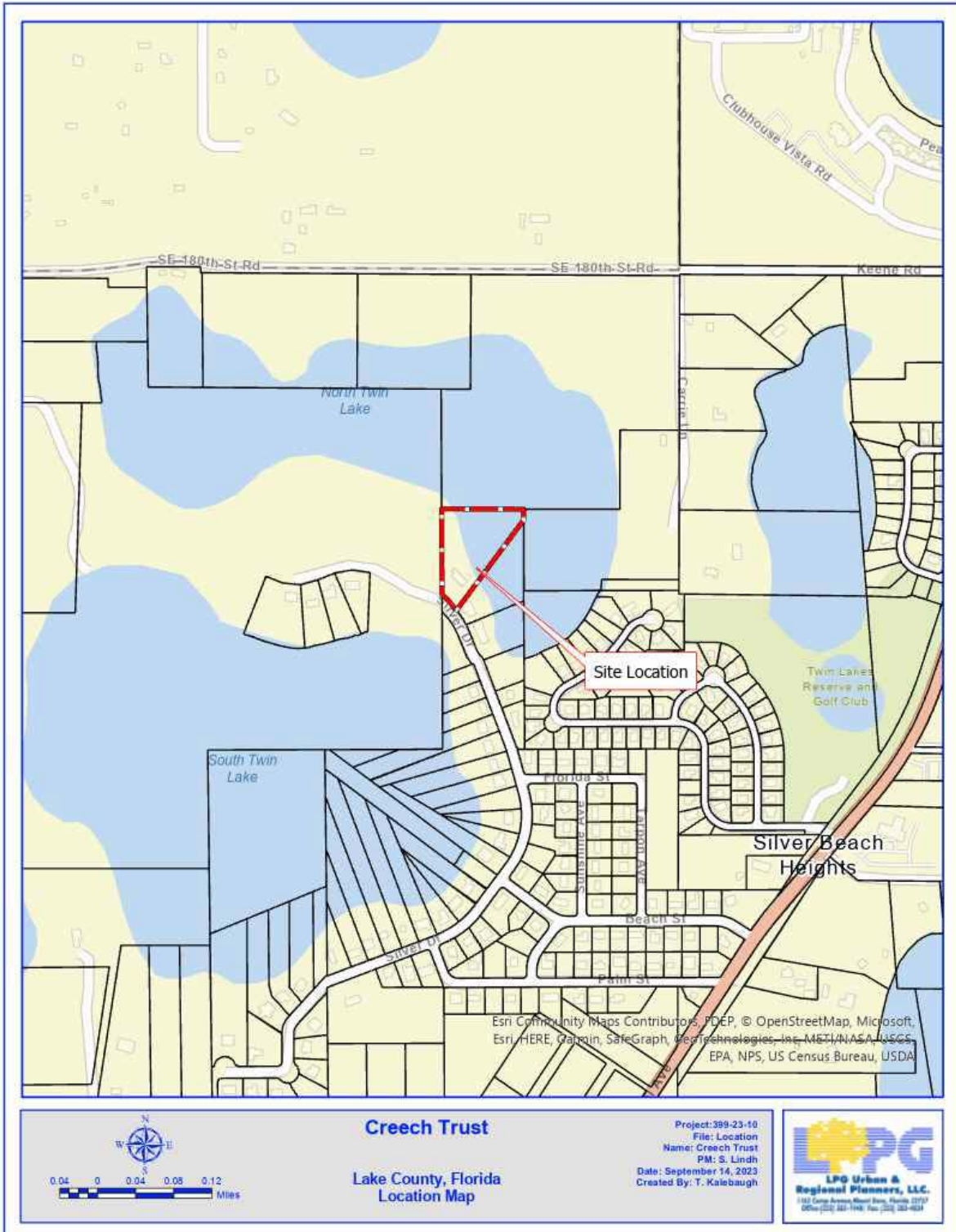
\_\_\_\_\_  
Kevin Stone  
City Attorney

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

That part of the West 453 feet of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 1, Township 18 South, Range 26 East, Lake County, Florida, more particularly described as follows: Begin at the Northwest corner of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 1, Township 18 South, Range 26 East, Lake County, Florida, run South  $00^{\circ}05'50''$  East, along the West line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 1, a distance of 522.74 feet, thence South  $41^{\circ}14'32''$  East 85.0 feet, thence North  $37^{\circ}08'54''$  East 655.05 feet to a point hereby designated as Point "A", return to Point of Beginning, run South  $89^{\circ}46'52''$  East, along the North line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 1, a distance of 453.0 feet, thence South  $00^{\circ}05'50''$  East, along a line parallel to the West line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 1, a distance of 62.00 feet to the aforementioned Point "A". Less right of way for road, if any, lying and being in Lake County, Florida.

EXHIBIT "B"





## Business Impact Estimate Exemption

### **Ordinance 2024-B**

**Summary of Ordinance: 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 3.6 ± ACRES OF LAND GENERALLY LOCATED NORTH OF SILVER LAKE DRIVE AND WEST OF SR 19; 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.**

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

*The proposed ordinance will provide City services to the applicant and will expand the boundaries of the City, thus serving the public health, safety, morals, and welfare.*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;  
*None expected.*

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and  
*N/A*

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.  
*None.*

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

*None.*

4. Additional information the governing body deems useful (if any):

*The proposed ordinance will not impact any businesses and only applies to one residential property currently located in unincorporated Lake County.*



## CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: June 14, 2024

MEETING DATE: June 18, 2024

SUBJECT: First Reading of Ordinance No. 2024-C, Olde Mill Stream Conditional Use Permit

### BACKGROUND SUMMARY:

**THE APPLICANT HAS REQUESTED A CONTINUANCE TO THE JULY 2, 2024 CITY COUNCIL MEETING**

Olde Mill Stream RV Park is requesting multiple amendments to their Conditional Use Permit (CUP) Ordinance. The amendments are as follows:

1. An increase of the maximum number of RV Park Model units from 35 to 55.
2. Amend the area where the RV Park Models are currently required to anywhere within the park.
3. Allow carports on the RV Park Model spaces.

The existing approved CUP allows for a maximum of 536 RV spaces; however, according to data provided by the applicant, there are currently 486 RV sites.

Please see the attached detailed staff report regarding the Applicant's Request, Staff Assessment, CUP Evaluation and Recommendation.

### RECOMMENDATIONS:

Should the City Council approve the CUP amendments, staff would recommend the following conditions:

- *Carports, for RV Park Model lots, to be a minimum of 12' x 20'.*
- *The setbacks for the RV park model lots to be:*

*Front – 10'*

*Side – 5'*

*Rear – 10'*

- *An annual inspection is required to insure all outdoor surfaces and parking areas are clean and well-maintained, i.e., no cracks, holes, breakages, etc..*
- *The applicant shall provide the city with a site plan/map designating which lots are utilized for park models. A summary of the total number of RV park models indicating the number, location, and*

*designation of lots that are for year round residents shall also be provided.*

**FISCAL IMPACTS:**

N/A

**ATTACHMENTS:**

1. Olde Mill Staff Report Revised CUP V6
  2. OMS Applicant's Summary V2
  3. Park Model Photo 1
  4. Park Model Photo 2
  5. OMS Location Map2
  6. OLDE MILL STREAM flyer
  7. OLDE MILL STREAM 3 Master Plan
  8. ORDINANCE 2024-C Olde Mill Stream CUP V6 Final
  9. Business Impact - Ord No. 2024-C
-

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

**CONDITIONAL USE PERMIT**

**Owner:** Carl Ludeckde, Evers Enterprises, LTD

**General Location:** 1000 N. Central Ave.

**Number of Acres:** 57.3 ±

**Existing Zoning:** Tourist Commercial (C-1)  
General Commercial (C-2) along SR 19

**Existing Future Land Use:** Commercial Tourism  
General Commercial along SR 19

**Date:** June 10, 2024

**Description and History of Project**

Old Mill Stream is an RV Resort that was initially approved in 1985 for 536 space recreation vehicle park stalls along with 27 tent spaces and was zoned Residential Professional (RP).

1989, the Park was amended to include a Conditional Use Permit (CUP RP-85) – RP zoned property with an amended entitlement that included up to 25% of the lots to be occupied by an unattended RV, allow 6’x8’ storage shed for each RV lot, providing for a permanent rally facility, and allowing temporary rally functions.

1991: The City approved a reduction in impact fee to .29 ERU per unit

1994: OMS received an approved amendment to CUP RP-85 allowing a “live in structure” for resident manager subject to certain setback requirements.

1996: Ordinance 1996-04, the Countryside Villas were rezoned from RP to PUD to allow 5,000 SF lots.

2002: Ordinance 2002-F and F-1. Rezoning and Comprehensive Plan amendment to Tourist Commercial (TC) of 4.3 ± acres adjacent to Olde Mill Stream located west of Fletcher Road. SSCPA amendment from Single Family Medium Density (SFMD) to CT and rezoning from R-15 to CT.

2004: Resolution 2004-11, granting a variance to the LDR to allow up to 25% (134) of the occupants at Olde Mill Stream to remain eight (8) months (considered full time residents in Florida) of the year rather than six (6) months.

2007: Site plan approval for 5,000 SF metal storage building

2008: Site plan and construction plan approval of phase 2. Total number of lots in Phase I and II is 427 lots.

2008: A new Conditional Use Permit (Ordinance 2008-T) approval incorporated previous approvals into one CUP.

2016: Resolution 2016-07 allowing variance to LDRs regarding length of stay which was approved for 15% (or 80 units) of occupants to remain 12 months of the year. Also approved for a variance to restroom and shower facilities along with a variance approval for a reduction of the sanitary stations from 1 every 100 spaces to 1 every 250 spaces.

2016: Conditional Use Permit (CUP) Amendment via Ordinance 2016-B which designated 5.5 acre portion currently utilized for rally events to be redesignated for 35 lots for RV park models, 15% of occupants permitted to stay year round, and deleted tent spaces.

|              | <b>Surrounding Zoning</b> | <b>Surrounding Land Use</b> |
|--------------|---------------------------|-----------------------------|
| <b>North</b> | PUD                       | Multi-family                |
| <b>South</b> | LM, C-2 and R-8           | Industrial and Multi-family |
| <b>East</b>  | R-8 and AR                | SFMD                        |
| <b>West</b>  | C-2                       | General Commercial          |

### **Applicant's Request**

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The applicant has submitted a request to amend the Olde Mill Stream Conditional Use Permit (CUP), relating to the maximum number of RV Park Model spaces from 35 to 55, amending the area where the RV Park Model spaces are located, which are currently at the 5.5 acre area, to anywhere within the park, and to allow carports on the RV Park Model spaces. The existing approved CUP allows for a maximum of 536 RV spaces; however, according to data provided by the applicant there are currently 486 RV sites. All RV spaces, including park model spaces are a minimum of 2,400 square feet.

### **Assessment**

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As mentioned above, the applicant is requesting that the RV Park Models not be limited to the 5.5 acre area. The existing CUP allowed up to 35 RV Park Models in this area. There are currently 22 RV Park Model sites in the subject area. The applicant has indicated that the additional 13 RV Park Model sites were to be constructed by replacing the existing bocce and

pickle ball courts; however, since this area is utilized for recreation they would like the ability, at a minimum, to utilize 13 other existing sites within the park to place the RV Park Models. In addition to the relocation of the 13 park model sites, the applicant is also requesting that the total number of RV Park Models increase from 35 to 55 and that they may be allowed to locate anywhere in the park. Of the total 536 authorized sites, 55 park models would be +/- 10% of the total authorized.

Chapter 6, Section 2, n(4)D is in regards to the general requirements for RV parks and indicate “the proposed site shall be designated and used for short-term, transient accommodation of travel trailers, vehicles with sleeping accommodations, tents, and other similar type accommodations”. Planning staff has concerns about increasing the number of park model spaces. Park models are specifically designed and manufactured to be used as temporary seasonal or recreation use, and are not created to be used as a permanent residence. Increasing the number of park model spaces to 55 may also change the character of an RV park to that appearing to be a mobile home rental park.

The applicant is requesting that the RV Park Model sites be allowed to construct a carport and a storage shed. The existing approved CUP (Ordinance 2016-B) item 7 states “No screen porch, carport, awning or other structures shall be placed on an RV lot except for a storage shed up to 6x8 feet in size”.

The applicant is also requesting that Item 9 of approved CUP (Ordinance 2016-B) be modified to remove miniature golf course as it is not their intention to construct this.

### **Conditional Use Permit Evaluation**

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Chapter 7, Section 1, d (2) identifies the review criteria in regards to conditional uses as follows:

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

***The applicant is requesting an increase in the number of park models from 35 to 55. Access to the site is via a driveway connection to SR 19 with no changes proposed. Review of traffic data indicates that the 80 full time residents currently allowed would produce approximately 22 PM Peak hour trips with 14 incoming and 8 outgoing. SR 19 is classified as an arterial roadway (under the jurisdiction of FDOT) with an adopted LOS of D. The existing LOS is C. Increasing the number of park models vs other RV types (camper, motor home, 5<sup>th</sup> wheel. Etc.) without increasing the number of full-time residents would not adversely affect traffic.***

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

***No changes to the approved Master Park Plan are proposed at this time. The proposed increase in the number of RV park models has no effect on loading and service areas. No changes to the off-street parking are proposed. Each RV lot does provide for off-street parking. Staff recommends that should carports be approved for the RV Park Model lots that they be a minimum of 12' x 20'.***

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

***No changes to the approved Master Park Plan are proposed at this time. The existing development does provide for screening, buffering and landscaping. Staff does recommend that the RV park model lots address setbacks as follows:***

***Front – 10''***

***Side – 5'***

***Rear – 10'***

- D) Size, location and number of conditional uses in an area shall be limited so as to maintain the overall character of the district as intended by this Code.

***Review of available city records indicate that there are no conditional uses that have been granted in the immediate area.***

## **Recommendation**

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Should the City Council approve the CUP amendment, staff would recommend the following conditions:

- ***Should carports be approved for the RV Park Model lots, that they be a minimum of 12' x 20'.***
- ***RV park model lots address setbacks as follows:***

***Front – 10'***

***Side – 5'***

***Rear – 10'***

- ***In order to assure that the increase in the number of RV park model lots will not cause the character of the RV park to change, annual inspections by the city of the RV park models be conducted. Inspect all outdoor surfaces to ensure they are well-maintained. No cracks, holes, breakages. Parking areas should be clean and well-maintained.***

- *The applicant shall provide the city with a site plan/map designating which lots are utilized for park models. The Applicant will provide a summary of the total number of RV park models lot location indicated on a Park Map. In addition, the Applicant will provide the lot location for all lots that are for year round residents.*
- *The maximum number of Park Models shall not exceed 55.*
- *Park Models are permitted to be on any lot within the Park provided they are identified and inventoried for inspection purposes.*

## Submitted by the Applicant

In summary, this is what we are requesting to be amended on the existing CUP:

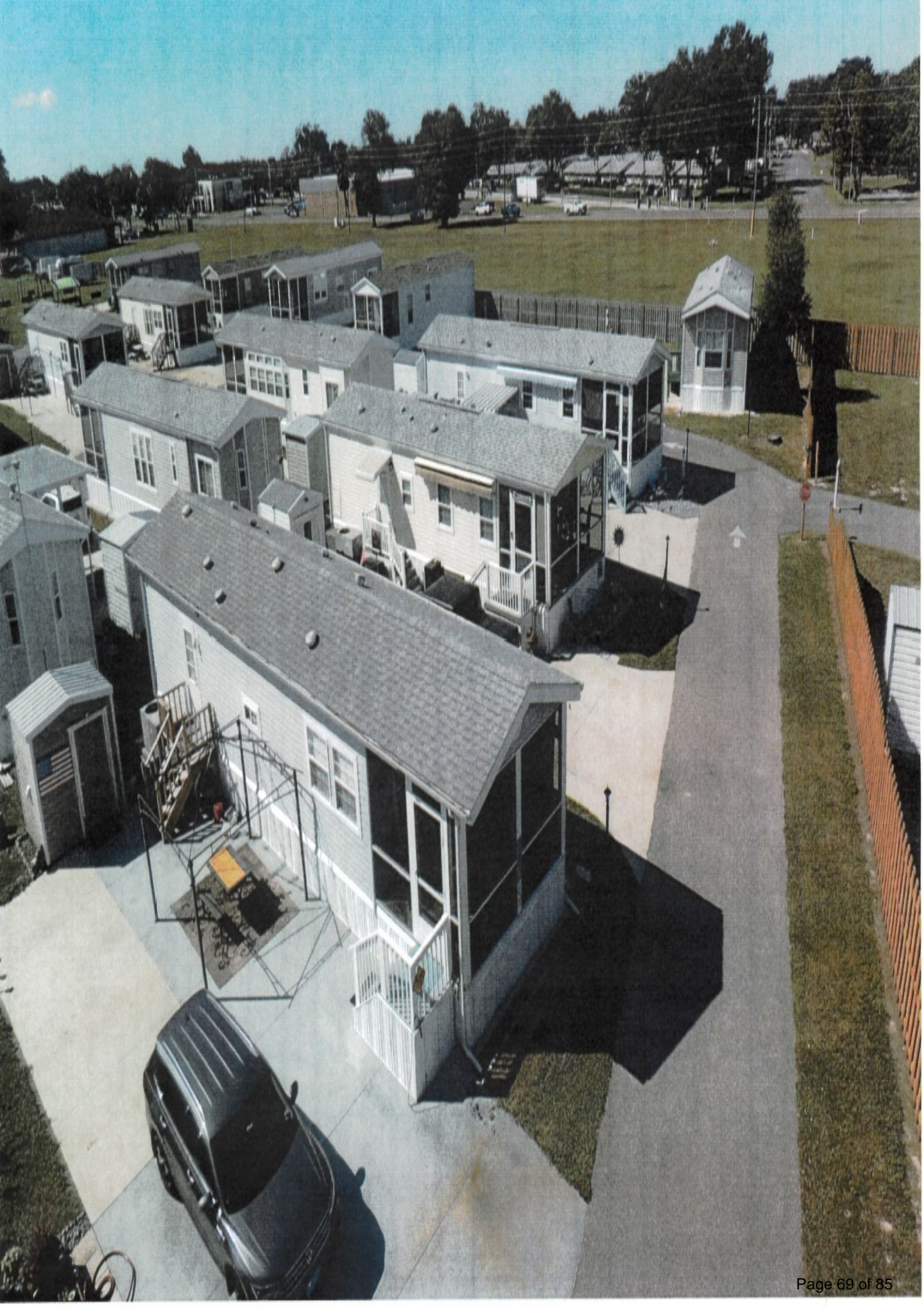
1. Increase the allowance for year-round from 15% to 25% ~~30%~~
  - a. The previously issued CUP allows 15% of the total number of RV spaces permitted to be constructed, which is 536 spaces; therefore, the total number of sites permitted to be year round is currently 80. We are looking to increase this percentage to 25% ~~30%~~, allowing ~~160~~ 134 sites the ability to be year round. We currently have 64 year-round residents.
  - b. Any resident **requesting** a year-round contract must start first as a “seasonal resident” or what we call 6x6. The 6x6 contract allows them to be here 180 days in a given year. It does not have to be consecutive but they must check in and out of the office so we can track their days. Once we are comfortable that they are a good fit for our RV resort, then we would offer them a year-round contract. This contract renews on a yearly basis and we are under no obligation to offer a renewal if we do not feel they are a good fit.
  - c. Lake County has lifted all length of stay restrictions on RV parks and campgrounds but we fall under the jurisdiction of the City of Umatilla so that does not apply to us. We are only looking to increase the allowance to 30% - we do not want the entire park to be year-round. Also, keep in mind that we are strictly a 55+ community. Children are allowed to visit for a maximum of 2 weeks.
  - d. Wally & Linda have been here for over 15 years at Olde Mill Stream. In that time, we have never received a Code Violation, nor have we ever had to call the police for a disturbance or criminal activity that was a result of our residents’ behavior.
  - e. If approved, there would be no impact on the local traffic during the fall/winter season as we are already full to capacity, and have been for approximately the past 9-10 years; the only change would be the possibility of approx. 70 additional vehicles during the spring/summer season. This would also have a **positive** impact on the local businesses as they may experience additional revenue during the summer months.
2. Allow the RV Park Models to be placed on any lot throughout the park
  - a. We already have permission from the City of Umatilla to have 35 of these RV Park Models installed. This was decided back in 2016 with the last amendment of the CUP. Therefore, this request is not to **approve the units**, it is to **allow them to be placed on any lot** in the park.
  - b. These units are called Park Models. They must be under 500 sq. foot and are inspected and approved by The US Department of Housing and Urban

Development. They are registered and licensed in the state of Florida as an RV. They are the “latest and greatest” in the RV world. We are making this request in an effort to stay competitive in a competitive market with other RV parks in Lake County that do not have restrictions on type of RV’s or length of stay.

- c. The area that was developed in 2016 to contain the first 22 units, is currently filled. Those sites are a minimum of 2400 sq. ft. each as required by the City of Umatilla. Every site in the remainder of the park is also a minimum of 2400 sq. ft. each. Therefore, we are looking to install these RV Park Models on any existing site in the park.
- d. Our residents really enjoy this area and our community here. They love what we offer here at OMS. There are some residents that would like to stay longer than 6 months and these Park Models are built to much higher standards than the typical RV.
- e. Any Park Model brought into our park must be purchased through Olde Mill Stream directly. This eliminates the possibility of any used units or self-built “tiny homes”, etc. We have them professionally installed and inspected, with permits. They are built to Wind Zone II, which requires the home to be built to withstand sustained winds of 100 mph.
- f. In September 2017, when we were hit with a tornado prior to Hurricane Irma passing over us, there were approx. 100 RV’s that were totaled throughout the park. At that time, there were 7 park models installed already. They were located in an area that was affected by the tornado and hurricane, but the most damage that occurred was skirting that got blown in.
- g. Although these Park Models seem to be less transient than a typical RV, they technically can be “uninstalled” and moved in approximately 4 hours. The transport company would just have to remove the skirting and cement blocks, unfasten the tie-downs, disconnect the utilities, re-install the axles and the hitch (which is stored under the unit) and tow it out.
- h. As per Scotbilt Homes, the manufacturer of these Park Models, with proper maintenance the average life expectancy of these homes is well over 50 years.

3. Allow carports to be installed on RV Park Models only

- a. These would be professionally installed by a licensed contractor
- b. Resident would be required to obtain the proper permits and inspections, as required by the City of Umatilla







**RULES and INFORMATION**  
**All Visitors MUST REGISTER at Office**

**DO NOT Give Gate Codes to Anyone**

**GENERAL POLICIES:**

Management is available 24 hours a day-Night Hosts will answer phones & offer assistance when office is closed. Emergency messages will be delivered immediately—all others will be placed in your mailbox. Check out time is 11:00 am. Quiet time is from 10 pm until 8 am. Park speed limit is 10 mph. Pedestrians ALWAYS have the right of way. Only one camping unit and two vehicles allowed per site. Put all trash in compactor, trash will not be picked up. Florida law requires sewer rings. One RV wash on site per season. Self contained units ONLY. No tent camping. Campfires are not permitted on site. Campfire ring is located in front of the Billiard Room. Do not walk or drive through sites other than your own. Hand watering lawns only, no sprinklers. Spray painting or mechanical work is not permitted on site. A service fee (\$40.00 per hour, minimum one hour) will be charged to repair any damage caused by negligence. Management reserves the right to refuse accommodations to anyone at anytime.

**PETS:**

Pets under 40 pounds are welcome-Limit two pets per RV. Pets must be on a non-retractable leash (6 ft. maximum) at all times. Pets are to be walked in the pet areas only. Pets must be kept under control at all times. Do not allow pets on other sites or around other vehicles. YOU are responsible for cleaning up after your pet. Do not leave pets unattended at any time outside of unit. All dog owners (including visitors) MUST register their dog(s) at the office with a copy of current vaccination papers & insurance (or signed waiver of liability).

**POOL RULES:**

Wet bathing suits or bare feet are not permitted in Rec Hall. Glass containers and food are not permitted in pool area. Pool closes at dusk. No lifeguard on duty-You assume all risk.

**CHILDREN:**

Children must be accompanied by an adult at all times. Visits are limited to a 2 week maximum stay. Children may swim from 1 pm to 5 pm and must be accompanied by an adult at all times.

**Laundry Room Code**  
 (for access when Rec Hall is closed)

**Bathroom Code**  
 (for back entrance when Rec Hall is closed)

**OLDE MILL STREAM RV RESORT**

**WELCOMES YOU...**

[www.oldemillstreamrvresort.com](http://www.oldemillstreamrvresort.com)

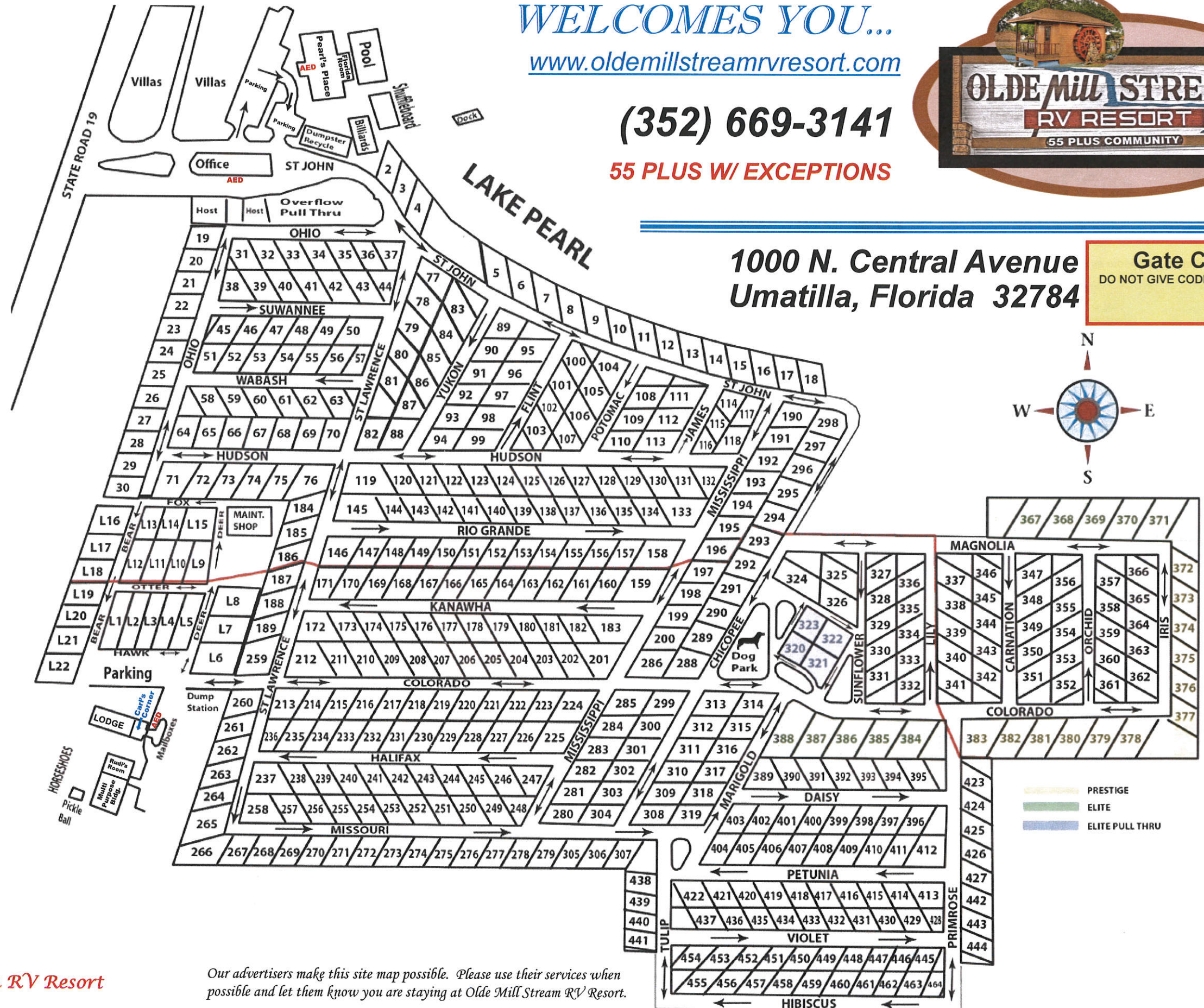
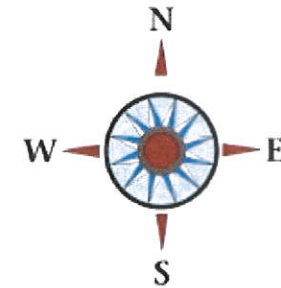
**(352) 669-3141**

**55 PLUS W/ EXCEPTIONS**



**1000 N. Central Avenue**  
**Umatilla, Florida 32784**

**Gate Code**  
 DO NOT GIVE CODE TO ANYONE



PRESTIGE  
 ELITE  
 ELITE PULL THRU

**Satellite Information**  
 Dish: Azim—242°  
 Elev—47°  
 DSS: Azim—219°  
 Elev—50.2°

*Thank you for choosing Olde Mill Stream RV Resort*

*Our advertisers make this site map possible. Please use their services when possible and let them know you are staying at Olde Mill Stream RV Resort.*

399-08-2



**IMPERVIOUS SURFACE**

IMPERVIOUS SURFACE ALLOWED = 1,871,991 SF  
 LOT CONCRETE SLABS, 11x20 x 501 = 110,220

**BUILDINGS**

GATE HOUSE = 158  
 REGISTRATION BUILDING = 950  
 MINI GOLF BUILDING = 1,154  
 EXISTING CLUB HOUSE = 8,893  
 METAL SHED = 48  
 ONE STORY METAL BUILDING = 3,410  
 ONE STORY STUCCO BUILDING = 5,000  
 NEW METAL BUILDING = 12,000  
 NEW CLUB HOUSE = 12,000

**ASPHALT PAVING**

ENTRANCE DRIVE = 33,678  
 ASPHALT PARKING = 18,477  
 NEW CLUB HOUSE PARKING = 30,350  
 EXISTING ROADS = 177,527  
 NEW ROADS = 115,281

**CONCRETE**

WALKWAYS & SLABS = 8,708  
 EXISTING POOL DECK = 4,871  
 SHUFFLEBOARD COURT = 2,560  
 NEW POOL DECK = 16,000

**MISC.**

MANHOLE COVERS = 250  
 DUMP STATIONS = 500  
 LIFT STATIONS = 1,000  
 MISC. = 2,000

**TOTAL** 554,033 SF = 22.2% OF SITE

**LAND USE LEGEND**

ZONING CLASSIFICATION: TOURIST COMMERCIAL (TC)  
 SITE SIZE = 57.3 ACRES = 2,495,988 SF  
 DENSITY ALLOWED AT 12 UNITS PER ACRE = 688 UNITS  
 EXISTING (120807) = 297 UNITS  
 PROPOSED THIS PHASE = 129 UNITS  
 FUTURE PHASES = 75 UNITS  
 DENSITY PROPOSED = 8.7 UNITS PER ACRE  
 OPEN SPACE REQUIRED AT 20% = 823,897 SF  
 OPEN SPACE PROPOSED = 812,537 SF = 32.6%  
 MINIMUM LOT SIZE ALLOWED = 2,400 SF  
 IMPERVIOUS SURFACE ALLOWED = 1,871,991 SF  
 IMPERVIOUS SURFACE PROPOSED = 554,033 SF

**OPEN SPACE LEGEND**

EXISTING 297 40' x 60' LOTS = 712,200  
 PROPOSED 103 40' x 60' LOTS = 247,200  
 PROPOSED 6 45' x 60' LOTS = 16,488  
 PROPOSED 6 46' x 75' LOTS = 20,700  
 PROPOSED 10 50' x 75' LOTS = 37,500  
 PROPOSED 4 50' x 87' LOTS = 13,400  
 FUTURE 66 40' x 60' LOTS = 158,400  
 FUTURE 9 50' x 75' LOTS = 33,750  
 IMPERVIOUS SURFACE = 443,813

**TOTAL** = 1,683,451

OPEN SPACE = 2,495,988 - 1,683,451 = 812,537 SF = 32.6% OF SITE

\* LOT CONCRETE SLABS ARE NOT INCLUDED

**LOT LEGEND**

EXISTING LOTS = 297  
 PROPOSED LOTS = 103  
 40' x 60' = 103  
 45' x 60' = 6  
 46' x 75' = 6  
 50' x 75' = 10  
 50' x 87' = 4

FUTURE LOTS = 66  
 40' x 60' = 66  
 50' x 75' = 9

**TOTAL** = 501

PRELIMINARY SITE PLAN

Olde Mill Stream RV Resort

1000 N. Central Ave., Umatilla, FL 32784

**ORDINANCE 2024- C**

**AN ORDINANCE OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE TERMS AND CONDITIONS FOR THE CONDITIONAL USE PERMIT OF OLDE MILL STREAM; REVISING CONDITIONS AND UPDATING CERTAIN PROVISIONS; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Property, as described on Exhibit “A”, operates as a recreational vehicle park subject to Conditional Use Permit RP-85, (CUP RP-85); and

**WHEREAS**, the CUP RP-85 was amended from time to time and in its more recent form was amended and restated by Ordinance No. 2016-B, approved by City Council on June 7, 2016, and

**WHEREAS**, the property owner has requested modification of certain conditions; and

**WHEREAS**, the property owner has requested, among other things, that up to one hundred eighty (180) lots be utilized for RV park models.

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

**SECTION 1.** The recitals set forth above are hereby adopted as findings of the City Council of the City of Umatilla.

**SECTION 2.** The property subject to this ordinance is described in the Legal Description in Exhibit A, attached hereto and incorporated herein by reference.

**SECTION 3.** The conditions within the Conditional Use Permit created by Ordinance No. 2016-B are hereby amended as follows:

(**NOTE:** Underlined words constitute the additions to the existing text of the *CUP Ordinance No. 2016-B*, and ~~strikethroughs~~ constitute deletions to the existing text of the *CUP Ordinance No. 2016-B*.)

1. **Parking Setback from Lake.** No travel trailer or recreational vehicle shall be parked or stored within 150 feet of the lake.
2. **Entrance and Exit.** There shall be only one entrance and exit off of State Road 19, and one other passable emergency exist to County Road 450 E.
3. **FDOT Requirements.** The owner/developer shall be responsible for meeting all Florida Department of Transportation regulations and shall pay all transportation costs (turn lanes, merge lanes, impact fees, etc.) associated with the projects which are necessitated due to a change or expansions to the site plan.

4. **Water and Sewer; Utilities.** The owner/developer shall comply with all City of Umatilla regulations pertaining to water and sewer connections, and shall grant the City access to the property for the purpose of inspecting such connections and related infrastructure. The owner/developer shall install fire hydrants within 500 feet of every lot with fire flows of 600 GPM at 20 PSI residual pressure. To the extent that such standards are upgraded as a result of amendments to the City of Umatilla Code, all new development shall meet the standards in place at the time of site plan approval. The City shall continue to recognize, for water and sewer impact fee purposes, the reduced ERU rate of .29 ERU per unit, unless the units are designated for year round occupancy, then a ERU rate of .50 would apply. ~~will apply~~ ~~City determines that the actual water and waste water usage supports a revision to this rate, in which case, the City Manager shall notify the owner/developer of any such modifications.~~ Modification to the ERU rate shall not require an amendment to this CUP.
5. **Boat Rental.** The land owner shall not rent any boat with internal combustion motors, nor shall a boat ramp or launch facilities be permitted for lake access. This restriction shall not preclude the use of watercraft with electric motors, canoe, kayaks, nor does it preclude the use of watercraft with combustion motors that are individually owned, provided that such watercraft are of a size that they can be launched without a stabilized boat ramp.
6. **Length of Stay.** Eighty-five percent (85%) of the residents shall be permitted to stay no more than six (6) months within any twelve-month period, and fifteen percent (15%) shall be permitted to stay year-round. It shall be the responsibility of the owner/developer to maintain records supporting compliance with this provision, and make such records available to the City should there be reasonable cause to believe this provision is being violated, in which case, the burden shall be on the owner/developer to prove compliance. This provision shall not be construed to require the City to implement its own monitoring system, nor shall it be construed to require an investigation by the City upon an allegation of non-compliance.
7. **Screen Porch, Carport, Awnings, Sheds.** No screen porch, carport, awning or other structures shall be placed on an RV lot except for a storage shed up to 6 x 8 feet in size and on the RV park model site a carport being a minimum size of 12' x 20'.
8. **RV Park Models.** A maximum of fifty-five (55) ~~5.5-acre site shown on the site plan may be permitted for up to thirty five (35)~~ lots, containing a minimum of two thousand four hundred (2,400) square feet per lot, for the use of RV Park Models. Setbacks for RV Park Model lots shall be:

Front – 10’  
Side – 5’  
Rear – 10’

Each RV Park Model shall be located, set up, and used in compliance with applicable laws and regulations and shall be a “park trailer” within the meaning of FS 320.01(b)(7) and shall, further, be connected to city sewer prior to use or occupancy. Any necessary extension of sewer lines shall be the responsibility of the owner/developer and shall proceed in accordance with regulations and standards imposed by the City Manager.

The City may conduct annual inspections of the RV park models to assure that the character of the RV park will not change. The City may inspect the RV park model outdoor surfaces to ensure they are well-maintained, with no cracks, holes, or breakages. Parking areas shall be kept clean and well maintained.

9. **Facilities** The owner/developer shall be allowed to provide one or more community swimming pools, two docks, recreation halls, ~~miniature golf course~~, storage and maintenance buildings, manager’s residence, clubhouses and such other amenities permitted within the Tourist Commercial District
10. **Fencing** The entire property shall be fenced (or walled), including but not limited to those areas facing public streets and residential areas. A fence (or wall) shall be maintained North and South along State Road 19 setback 200 feet from State Road 19. The owner/developer shall be responsible for maintaining fencing (or walls), including replacing or repairing such fencing so that it is attractive in appearance.
11. **RV Spaces.** The owner/developer shall be allowed up to 536 permanent recreational vehicle spaces.
12. **Adherence to All Regulations.** The owner/developer shall comply with all Umatilla Land Development regulations, but in the event of a conflict between such regulations and this CUP, this CUP shall be controlling. The owner/developer shall comply with all other local, state and federal regulations that pertain to the uses conducted on the subject property. In particular, all new development t on the site shall be subject to the City’s site plan review process to assure adherence to this CUP and the City’s Land Development Regulations. The owner/developer shall be responsible for all impact fees associated with new development.
13. **Access for Inspection.** The City shall have reasonable access to the subject property to enforce the terms of this CUP and other regulations governing the use of the subject property. The subject property shall be considered private property and the

owner/developer, manager and occupants shall be afforded the same right of reasonable notice of inspection as afforded other property owners.

14. **Recording.** This Conditional Use Permit shall be recorded in the public records of Lake County.

15. **Breach of Permit.** In addition to any other remedy by law, any breach of the terms or conditions of this permit or any default of the owner/developer of his successor in interest, shall be deemed a material breach hereof, and this Conditional Use Permit may be cancelled or revoked by the City Council upon setting this matter for public hearing and giving the same notice as provided by the City’s Land Development Regulations for land use cases.

**SECTION 4: Conflicts.** All ordinances that are in conflict with this Ordinance are hereby repealed.

**SECTION 5. Severability.** Should any section or part of this Ordinance be declared invalid by any court of competent jurisdiction, such adjudication shall not apply or affect any other provision of this Ordinance, except to the effect that the entire section or part of the section may be inseparable in meaning and effect from section to which such holding shall apply.

**SECTION 6. Effective Date.** This ordinance shall take effect immediately upon its final adoption by the City Council of the City of Umatilla, Florida.

**PASSED AND ORDAINED** in regular session of the City Council of the City of Umatilla, Lake County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Chris Creech, 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"**  
**LEGAL DESCRIPTION**

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 795, PAGES 463 THROUGH 464, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA LYING IN SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, DESCRIBED AS FOLLOWS:

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; AND THE NORTH 1/4 OF THE SOUTHEAST 1/4 LYING EAST OF THE ABANDONED RAILROAD RIGHT OF WAY AS SHOWN ON ATLANTIC COASTLINE RAILROAD RIGHT OF WAY MAP DATED JUNE 30, 1917; AND THE SOUTH 1/2 OF THE NORTHEAST 1/4 LYING EAST OF SAID ABANDONED RAILROAD RIGHT OF WAY, ALL BEING IN SAID SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2116, PAGE 497 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA LYING IN SECTION 7, TOWNSHIP 18 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE NORTH 468 FEET OF THE WEST 554.4 FEET OF GOVERNMENT LOT 3, IN SECTION 7, TOWNSHIP 18 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 795, PAGES 463 THROUGH 464, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA LYING IN SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

THE WESTERLY 200 FEET OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 LYING EAST OF THE ABANDONED RAILROAD RIGHT OF WAY AS SHOWN ON ATLANTIC COASTLINE RAILROAD RIGHT OF WAY MAP DATED JUNE 30, 1917, AND THE SOUTH 1/2 OF THE NORTHEAST 1/4 LYING EAST OF SAID ABANDONED RAILROAD RIGHT OF WAY, ALL BEING IN SAID SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

ALSO, LESS AND EXCEPT:

THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 984, PAGES 2232 THROUGH 2233 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 12 AND RUN NORTH 00°31'02" EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 28.5 FEET, MORE OR LESS, TO A 1/2" IRON PIN LOCATED ON THE NORTHERLY RIGHT OF WAY LINE OF C-450, SAID IRON PIN HAVING A CAP STAMPED "R.L.S. 1916" AND BEING THE POINT OF BEGINNING (P.O.B.). FROM SAID P.O.B., CONTINUE

NORTH 00°31'02" EAST ALONG THE AFORESAID WEST LINE 150.01 FEET; THENCE RUN NORTH 89°27'43" EAST PARALLEL WITH THE AFORESAID NORTHERLY RIGHT OF WAY LINE 656.55 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE AFORESAID SECTION 12; THENCE RUN SOUTH 00°20'44" WEST ALONG SAID EAST LINE 150.00 FEET TO A 4"X4" CONCRETE MONUMENT WITH A DISC IN THE TOP MARKED "R.L.S. 1916" SAID MONUMENT LOCATED ON THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF C-450; THENCE RUN SOUTH 89°27'43" WEST ALONG THE SAID NORTHERLY RIGHT OF WAY LINE 657.00 FEET TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPT:

ALL THAT PORTION OF THE LANDS AS SHOWN ON THE PLAT OF COUNTRYSIDE VILLAS ON LAKE PEARL SECTION A, AS RECORDED IN PLAT BOOK 36, PAGES 46-47, LAKE COUNTY, FLORIDA, LYING IN SECTION 12, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

ALSO, LESS AND EXCEPT:

LOTS 1 THROUGH 4, AS SHOWN ON THE PLAT OF WEST WIND, AS RECORDED IN PLAT BOOK 49, PAGE 26, LAKE COUNTY, FLORIDA AND LYING IN SECTION 7, TOWNSHIP 18 SOUTH, RANGE 27 SOUTH.



## **Business Impact Estimate Exemption**

### **Ordinance 2024-C**

**Summary of Ordinance: AN ORDINANCE OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE TERMS AND CONDITIONS FOR THE CONDITIONAL USE PERMIT OF OLDE MILL STREAM; REVISING CONDITIONS AND UPDATING CERTAIN PROVISIONS; PROVIDING FOR CONFLICTS AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.



# Umatilla Public Library FY 23-24



May 2024

|                                     | Q 1         | Q 2         | May 2024  | Q3          | FY 23-24    |
|-------------------------------------|-------------|-------------|-----------|-------------|-------------|
| Visits ( <i>door count halved</i> ) | 12,646      | 14,651      | 4,614     | 9,922       | 37,218      |
| Checkouts                           | 9,301       | 9,774       | 3,339     | 6,542       | 25,617      |
| E-Books (digital)                   | 1,336       | 1,270       | 239       | 627         | 3,233       |
| Total Circulation                   | 10,637      | 11,044      | 3,578     | 7,169       | 28,850      |
| New Patrons                         | 88          | 112         | 45        | 78          | 278         |
| Patron Computer Sessions            | 908         | 1,111       | 421       | 855         | 2,874       |
| Wi-Fi Clients Served                | 1,915       | 1,920       | 588       | 1,214       | 5,049       |
| Adult Volunteer Hours               | 125.50      | 162.25      | 55.50     | 97.75       | 385.50      |
| Attendance Family Programs          | 1,148       | 306         | 132       | 679         | 2,133       |
| Attendance Adult Programs           | 311         | 315         | 21        | 87          | 713         |
| Attendance Teen Programs            | 203         | 202         | -         | 107         | 512         |
| Attendance Juvenile Programs        | 500         | 460         | 25        | 187         | 1,147       |
| Total # of Programs                 | 135         | 127         | 9         | 57          | 319         |
| Meeting room Rental                 | -           | -           | -         | -           | -           |
| Fines and Fees (Income to City)     | \$ 1,838.34 | \$ 3,838.08 | \$ 422.08 | \$ 1,868.08 | \$ 7,544.50 |

## Highlights

**Summer Reading:** Summer reading officially started on May 29<sup>th</sup>. Children can win weekly incentives for reading, teens can win gift cards in drawings and adults can win stickers, candy and more with scratch-off tickets for reading this summer.

**Food for Fines:** The library collected over 1,200 individual non-perishable food items for the The Rock pantry and closet at Umatilla Middle School. Each item donated was worth \$1 towards patron fines. Some patrons “paid-it-forward” and children’s library fines were forgiven through their generosity.

**Cloud Library:** The new Cloud Library platform gives patrons access to e-books and audiobooks at other libraries around the state of Florida. Because of this the available content has jumped substantially, from around 20,000 to 300,000 books. A vast number of previous best sellers are available to use without any wait time.

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
May 28, 2024 through June 3, 2024

## ARRESTS

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

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

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

## REPORTS FILED

|                  |                        |   |
|------------------|------------------------|---|
| <b>5/28/2024</b> | <b>7:58<br/>p.m.</b>   | Officers responded to a call for service at a residence on Cayman Circle. A report was taken.   |
| <b>5/28/2024</b> | <b>11:14<br/>p.m.</b>  | Officers responded to Cadwell Park reference a suspicious person. Person was asked to leave and given park hours.   |
| <b>5/29/2024</b> | <b>1:29<br/>a.m.</b>   | Officers responded to the area of South Central Avenue and Mills Street reference a person needing medical attention. When officers arrived the person refused medical attention. |
| <b>5/30/2024</b> | <b>12:01<br/>a.m.</b>  | Person came into the Umatilla Police Department to report fraud. A report was taken and was transferred to the appropriate jurisdiction.  |
| <b>5/30/2024</b> | <b>10:26<br/>a.m.</b>  | Officers responded to the area of Rose Boulevard and Ivy Street reference reports of suspicious subject going through trash. No offenses were observed.                           |
| <b>5/30/2024</b> | <b>4:42<br/>p.m.</b>   | Officers responded to the area of Trowell Avenue reference to gunshots being heard. Officers searched the area with no results.   |
| <b>5/30/2024</b> | <b>5:55<br/>p.m.,.</b> | Officers responded to 633 Umatilla Boulevard reference needing 2 persons trespassed. Upon arrival subjects were gone.   |
| <b>5/30/2024</b> | <b>10:17<br/>p.m.</b>  | A misdemeanor citation was given to a juvenile for possession of 20 grams or less of cannabis.  |
| <b>5/31/2024</b> | <b>10:08<br/>a.m.</b>  | Officers responded to Cadwell Park reference a suspicious person. Subject left the park voluntarily.  |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
May 28, 2024 through June 3, 2024

## ARRESTS

|           |              |   |
|-----------|--------------|---|
| 6/01/2024 | 7:47<br>p.m. | Officers responded to a business alarm at Umatilla Family Practice located at 390 South Central Avenue. Building was secured.   |
| 6/02/2024 | 2:00<br>a.m. | Officers responded to 633 Umatilla Boulevard Recovery Village to assist the Lake County Sheriffs office reference a person needing medical attention. They were turned over to EMS. |
| 6/03/2024 | 8:05<br>a.m. | Officers assisted the Department of Children and Families in the area of East Collins Street.   |

|                          |     |
|--------------------------|-----|
| ARRESTS                  | 0   |
| DISPATCHED CALLS         | 128 |
| TRAFFIC STOPS            | 57  |
| TRAFFIC CITATIONS ISSUED | 0   |

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
June 4, 2024 through June 10, 2024

## ARRESTS

|          |            |                            |   |
|----------|------------|----------------------------|---|
| 6/5/2024 | 3:23<br>am | Vincent Reid<br>Umatilla   | Petit theft first offense.                                |
| 6/9/2024 | 9:48<br>pm | Patricia Heins             | DUI second offense.                                       |
| 6/7/2024 | 8:08<br>pm | Jason Franklin<br>Umatilla | Arrest warrant out of Lake County for felony petit theft. |

## CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

|          |            |                               |  |
|----------|------------|-------------------------------|--|
| 6/4/2024 | 3:40<br>am | Antoneo Provenzano            | No driver's license, never had one.<br>No motor vehicle registration.<br>Obscured tag. |
| 6/6/2024 | 7:29<br>pm | Terrance Alexander<br>Orlando | Driving while license suspended knowingly.   |

## REPORTS FILED

|           |             |   |  |
|-----------|-------------|---|--|
| 6/4/2024  | 2:37<br>pm  | A passport which had been found on SR19 was turned into police for safe keeping.  |  |
| 6/9/2024  | 10:13<br>am | Officers responded to a residence on East Lake Street and took a report of theft and burglary.  |  |
| 6/8/2024  | 5:28<br>pm  | Officers transported a person to Life Streams Behavioral Center for treatment.  |  |
| 6/10/2024 | 2:00<br>pm  | Officer's recovered a bicycle which had been left on property belonging to Lakeview Terrace. The bicycle has been placed into property for safekeeping. |  |

**ARRESTS**

**5**

# UMATILLA POLICE DEPARTMENT PRESS RELEASE

WEEK OF  
June 4, 2024 through June 10, 2024

## ARRESTS

|                                 |            |
|---------------------------------|------------|
| <b>DISPATCHED CALLS</b>         | <b>109</b> |
| <b>TRAFFIC STOPS</b>            | <b>28</b>  |
| <b>TRAFFIC CITATIONS ISSUED</b> | <b>9</b>   |