



UMATILLA CITY COUNCIL MEETING

June 17, 2025 at 6:00 PM

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

AGENDA

Please silence your electronic devices

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

ROLL CALL

AGENDA REVIEW

MINUTES REVIEW

1. Approval of Meeting Minutes
 - June 3, 2025, Land Planning Agency
 - June 3, 2025, Regular City Council

PRESENTATIONS

2. National Pollution Discharge Elimination System (NPDES) Presentation

PUBLIC COMMENT

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

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

CONSENT AGENDA

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

3. First Reading of Ordinance No. 2025-E, Smith Legacy, Annexation **(Withdrawn)**
4. First Reading of Ordinance No. 2025-E1, Smith Legacy Small Scale Comp Plan Amendment **(Withdrawn)**
5. First Reading of Ordinance No. 2025-E2, Smith Legacy Rezoning **(Withdrawn)**
6. Final Reading of Ordinance No. 2025-F, Yancey Trust Annexation
7. Final Reading of Ordinance No. 2025-F1, Yancey Trust Small Scale Comp Plan Amendment
8. Final Reading of Ordinance No. 2025-F2, Yancey Trust Rezoning
9. First Reading of Ordinance No. 2025-G, All Steel Storage Umatilla LLC Annexation
10. First Reading of Ordinance No. 2025-G1, All Steel Storage Umatilla LLC, Small Scale Comp Plan

Amendment

11. First Reading of Ordinance No. 2025-G2, All Steel Storage Umatilla LLC, Rezoning
12. First Reading of Ordinance No. 2025-H, Palm Mansion Wedding Venue CUP Amendment

NEW BUSINESS

13. Umatilla Commercial Site Plan Approval
14. Tapley Site Development LLC, Street Resurfacing Contract
15. Resolution No. 2025-13, Waiver of 45-Day Purchase Option under Airport Ground Lease Agreement with Lucas Air Hangar, LLC

DISCUSSION

16. Lake County Water Authority CRA Funding Discussion
17. Hurricane Mutual Aid Agreement with the City of Clermont

REPORTS

18. 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 LAND PLANNING AGENCY MEETING

June 3, 2025 at 6:00 PM

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

MINUTES

CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech called the Land Planning Agency Meeting to order at 6:00 pm.

ROLL CALL

MEMBERS PRESENT

Christopher Creech, Mayor
John Nichols, Council Member
Bear Crockett, Council Member
Fred Fetterolf, Council Member

NOT PRESENT

Katherine Adams, Vice Mayor

ALSO PRESENT

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

AGENDA REVIEW

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

PUBLIC COMMENT

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

**The following items 1-3 were heard together.*

1. First Reading of Ordinance No. 2025-F, Yancey Trust Annexation
2. First Reading of Ordinance No. 2025-F1, Yancey Trust Small Scale Comp Plan Amendment
3. First Reading of Ordinance No. 2025-F2, Yancey Trust Rezoning

Attorney Cotch read Ordinance No. 2025-F by title

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, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 24.5 ± ACRES OF LAND GENERALLY LOCATED NORTH OF COOLEY ROAD AND WEST OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attorney Cotch read Ordinance No. 2025-F1 by title

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(B); AMENDING THE LAND USE DESIGNATION OF 24.5 ± ACRES OF LAND DESIGNATED AS LAKE COUNTY URBAN LOW DENSITY TO CITY AGRICULTURE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FREDERICK D. YANCEY, III AND BARBARA C. YANCEY, TRUSTEES LOCATED NORTH OF COOLEY ROAD AND WEST OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Cotch read Ordinance No. 2025-F2 by title

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 24.5 ± ACRES OF LAND ZONED LAKE COUNTY AGRICULTURE (A) TO THE DESIGNATION OF AGRICULTURE RESIDENTIAL (AR-1) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FREDERICK D. YANCEY, III AND BARBARA C. YANCEY, TRUSTEES LOCATED NORTH OF COOLEY ROAD AND WEST OF MAXWELL ROAD; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attorney Cotch duly administered the oath to all individuals intending to provide testimony and requested that the Council disclose any ex parte communications. The Council reported no such disclosures.

Sherie Lindh from LPG Urban & Regional Planners, LLC, presented a proposal involving annexation, a small-scale comprehensive plan amendment, and rezoning for four parcels totaling approximately 24.5 acres. Three of the parcels are north of Cooley Road (one with an existing single-family home served by city water), and one is an undeveloped parcel south of Cooley Road.

The applicant seeks to amend the Future Land Use designation from Lake County Urban Low Density (allowing 4 units/acre) to City of Umatilla Agriculture (1 unit/acre), reducing potential residential units from 98 to 25. This change supports residential and agricultural use, aligns with adjacent land uses, and promotes orderly and compact growth per city policies. The site lies within the city's utility service area.

The rezoning request is from Lake County Agriculture (A) to City of Umatilla Agriculture Residential (AR-1), which is compatible with surrounding zoning (A, UR-5, and PUD). The applicant intends to maintain current parcel sizes (ranging from 4.73 to 7.53 acres). Nearby subdivisions have smaller lots, supporting the compatibility of the proposal with the surrounding area. The amendment is consistent with multiple Future Land Use policies and supports projected residential needs through 2035.

Mayor Creech opened public comment.

No one spoke

Mayor Creech closed public comment.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FIRST READING OF ORDINANCE NO. 2025-F YANCEY TRUST ANNEXATION; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Crockett	YES
Council Member Fetterolf	YES
Mayor Creech	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FIRST READING OF ORDINANCE NO. 2025-F1 YANCEY TRUST SSCPA; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Crockett	YES
Council Member Fetterolf	YES
Mayor Creech	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FIRST READING OF ORDINANCE NO. 2025-F2 YANCEY TRUST REZONING; SECONDED BY COUNCIL MEMBER CROCKETT.

MOTION PASSED BY A ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Crockett	YES
Council Member Fetterolf	YES
Mayor Creech	YES

DISCUSSION ITEMS

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 6:16 p.m.

Jessica Burnham, FCRM
City Clerk

Christopher R. Creech, Mayor



UMATILLA CITY COUNCIL MEETING

June 3, 2025 at 6:00 PM

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

MINUTES

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech led the Pledge of Allegiance, gave the Invocation, and called the Regular City Council Meeting to order at 6:16 pm.

ROLL CALL

MEMBERS PRESENT

Christopher Creech, Mayor
John Nichols, Council Member
Bear Crockett, Council Member
Fred Fetterolf, Council Member

NOT PRESENT

Katherine Adams, Vice Mayor

ALSO PRESENT

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

AGENDA REVIEW

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

MINUTES REVIEW

1. Approval of Meeting Minutes
 - May 20, 2025, Land Planning Agency
 - May 20, 2025, Regular City Council

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE THE MAY 20, 2025, LAND PLANNING AGENCY MINUTES; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

MOTION BY COUNCIL MEMBER FETTEROLF TO APPROVE THE MAY 20, 2025, REGULAR CITY COUNCIL MINUTES; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

PRESENTATIONS

PUBLIC COMMENT

Mayor opened public comment

Charelle Burgess, Executive Director of the Umatilla Chamber of Commerce, shared her background and deep roots in Umatilla, and announced an upcoming event scheduled for Thursday, June 26 at the Palm Mansion.

Mayor closed public comment

CONSENT AGENDA

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

2. Resolution No. 2025-09, First Baptist Church Umatilla Variance

Attorney Cotch administered the oath to all witnesses who may offer testimony on agenda items 2 through 6 and requested that the Council disclose any ex parte communications.

All Council members stated they had no ex parte communications to disclose.

Attorney Cotch read Resolution No. 2025-09 by title.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA; GRANTING A VARIANCE TO THE LAND DEVELOPMENT CODE (“CODE”) RELATING TO THE AGGREGATE SQUARE FOOTAGE AND HEIGHT OF DIRECTIONAL SIGNS; PERMITTING UP TO SIXTY (60) AGGREGATE SQUARE FEET AND A HEIGHT OF FIVE (5) FEET ON THE PROPERTY KNOWN AS 550 HATFIELD DRIVE IN THE CITY OF UMATILLA FLORIDA; PROVIDING FOR AN EXPIRATION DATE AND PROVIDING FOR AN EFFECTIVE DATE.

Sherie Lindh of LPG Urban & Regional Planners, LLC presented a variance request to increase the allowable total directional sign square footage from 16 square feet to 60 square feet (for 15 signs), and to allow the signs to exceed the 4-foot height limit by one foot (up to 5 feet). The request is due to the size and complexity of the property, which includes multiple buildings and services requiring adequate signage.

Each directional sign will remain within 4 square feet and mostly adhere to height limits, though the overall aggregate exceeds current code allowances. Notably, commercial districts have no such aggregate square footage cap.

The request was evaluated under five variance criteria:

1. **No harm to surrounding property values** – The signs are in harmony with the site’s development.
2. **Public benefit** – Improved pedestrian and vehicle navigation enhances safety.
3. **Avoids unnecessary hardship** – The large site requires multiple signs for functional clarity.
4. **Substantial justice** – The signs are proportionate to site needs and uses.
5. **Not contrary to ordinance intent** – The signs maintain visual appeal and promote public welfare.

In conclusion, the proposed signage is appropriate in scale and character for the development and aligns with the purpose and intent of the city’s sign regulations. Staff recommends approval of the request.

Mayor Creech opened public comment.

No one spoke

Mayor Creech closed public comment.

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE RESOLUTION NO. 2025-09, FIRST BAPTIST CHURCH UMATILLA VARIANCE; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

3. Resolution No. 2025-10, Keene Variance

Attorney Cotch read Resolution No. 2025-10 by title.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA; GRANTING A VARIANCE TO THE LAND DEVELOPMENT CODE (“CODE”) RELATING TO THE SIDE SETBACK FOR ACCESSORY STRUCTURES; PERMITTING A 5’ SIDE SETBACK ON THE PROPERTY KNOWN AS 110 WINGFIELD DRIVE IN THE CITY OF UMATILLA FLORIDA; PROVIDING FOR AN EXPIRATION DATE AND PROVIDING FOR AN EFFECTIVE DATE

Ms. Lindh provided an overview of a variance request submitted by the applicant to allow the construction of a detached garage (30’ x 49’) in the southern portion of the rear yard with a reduced side setback of 5 feet, instead of the required 10 feet. The reduction is being requested in order to preserve a large existing oak tree. Placing the garage in the northern portion of the rear yard would require the removal of additional trees. The variance request is from Chapter 8, Section 4(a), which requires accessory structures to maintain a 10-foot side setback in the R-3 zoning district. Chapter 8 does allow a 5-foot rear setback for detached garages, but all other setbacks

must comply with the requirements for principal structures. The applicant also submitted a letter from the adjacent neighbor expressing support for the proposed 5-foot side setback.

Staff reviewed the request against the variance criteria outlined in Chapter 20, Section 1(f). First, granting the variance is not expected to negatively impact the value of surrounding properties, as the garage placement is in harmony with the neighborhood. Second, the request benefits the public interest by preserving mature trees, which enhance air quality, provide shade and wildlife habitat, increase property values, and contribute to community esthetics. Third, denial of the variance would create an unnecessary hardship for the property owner, as the southern location of the garage is the least invasive option due to the number of trees in the yard. Fourth, approving the variance would provide substantial justice to the applicant without causing hardship to others or conflicting with the public interest. Finally, the requested use is not contrary to the spirit of the ordinance; reduced side and rear setbacks for accessory structures are not uncommon and help balance property use with community standards.

Based on this analysis, staff recommended approval of the variance.

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE RESOLUTION NO. 2025-10, KEENE VARIANCE; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

Agenda Items 4 through 6 were considered concurrently.

4. First Reading of Ordinance No. 2025-F, Yancey Trust Annexation
5. First Reading of Ordinance No. 2025-F1, Yancey Trust Small Scale Comp Plan Amendment
6. First Reading of Ordinance No. 2025-F2, Yancey Trust Rezoning

Attorney Cotch read Ordinance No. 2025-F by title

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, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 24.5 ± ACRES OF LAND GENERALLY LOCATED NORTH OF COOLEY ROAD AND WEST OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attorney Cotch read Ordinance No. 2025-F1 by title

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(B); AMENDING THE

LAND USE DESIGNATION OF 24.5 ± ACRES OF LAND DESIGNATED AS LAKE COUNTY URBAN LOW DENSITY TO CITY AGRICULTURE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FREDERICK D. YANCEY, III AND BARBARA C. YANCEY, TRUSTEES LOCATED NORTH OF COOLEY ROAD AND WEST OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Attorney Cotch read Ordinance No. 2025-F2 by title

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 24.5 ± ACRES OF LAND ZONED LAKE COUNTY AGRICULTURE (A) TO THE DESIGNATION OF AGRICULTURE RESIDENTIAL (AR-1) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FREDERICK D. YANCEY, III AND BARBARA C. YANCEY, TRUSTEES LOCATED NORTH OF COOLEY ROAD AND WEST OF MAXWELL ROAD; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

Attorney Cotch stated that the testimony and staff report presented during the Land Planning Agency meeting may be carried forward and considered for the following agenda items.

Mayor Creech opened public comment

No one spoke

Mayor Creech closed public comment

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FIRST READING OF ORDINANCE NO. 2025-F YANCEY TRUST ANNEXATION; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Crockett	YES
Council Member Fetterolf	YES
Mayor Creech	YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FIRST READING OF ORDINANCE NO. 2025-F1 YANCEY TRUST SSCPA; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A ROLL CALL VOTE.

Council Member Nichols	YES
Council Member Crockett	YES
Council Member Fetterolf	YES

Mayor Creech

YES

MOTION BY COUNCIL MEMBER NICHOLS TO APPROVE FIRST READING OF ORDINANCE NO. 2025-F2 YANCEY TRUST REZONING; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A ROLL CALL VOTE.

Council Member Nichols

YES

Council Member Crockett

YES

Council Member Fetterolf

YES

Mayor Creech

YES

NEW BUSINESS

7. 30 Wafford Street – Code Enforcement Fee Reduction Request

Misti Lambert, Programs and Compliance Manager, provided background on the agenda item involving HCO Properties. On June 4, 2024, Dr. Larry Adkins, representing HCO Properties, applied to install a used mobile home, assisted by J&S Mobile Home Service. Although the plans were initially approved by Building Official Jay Connell, the first inspection revealed that a mobile office trailer—not a residential unit—had been placed on the property. Dr. Adkins was instructed to either remove the trailer or apply for a permit to convert it into a HUD-compliant residential trailer.

By October, no corrective action had been taken, prompting the initiation of a code enforcement case. A correction notice was issued on October 1, 2024. With continued inaction, a Notice of Violation was issued on April 3, 2025, scheduling a hearing for April 17, 2025, if the property was not in compliance by April 13, 2025. As of April 3, the site remained non-compliant.

At the April 17 hearing, where the respondent failed to appear, Special Master Taylor Tremel found the property in violation and ordered compliance by May 1, 2025, or a fine of \$250 per day would begin on May 2. The trailer was removed on May 13, and the case was reviewed again on May 15, at which point the Special Master certified a fine of \$2,750 for 11 days of non-compliance, along with administrative costs. Dr. Adkins indicated his intent to seek a fine reduction at a future hearing.

Property owner Dr. Adkins addressed the Council, explaining that he was unfamiliar with the distinction between a mobile home and a mobile office. He outlined the expenses he incurred attempting to convert the unit into a compliant residential structure. Once he realized the full extent of the work and cost required to meet code requirements, he decided to remove the mobile office. Dr. Adkins respectfully requested that the Council consider reducing the accrued fines.

City Council discussed the duration of the violations, the circumstances surrounding the case, and the steps taken by Dr. Adkins. After considering his request for a fine reduction, the Council agreed to waive the full fine and instead charge only for the staff time and resources expended in handling the matter. To which Ms. Lambert stated that the total amount for staff time and resources was \$853.00.

MOTION BY COUNCIL MEMBER CROCKETT TO REDUCE 30 WAFFORD STREET CODE ENFORCEMENT LIEN TO \$853.00; SECONDED BY COUNCIL MEMBER NICHOLS. MOTION WAS APPROVED BY A UNANIMOUS VOICE VOTE.

REPORTS

8. Staff Reports

Mr. Mercer reminded the Council of the upcoming City Council workshop scheduled for June 24, where staff will present proposed updates to the Land Development Regulations (LDRs) for review and discussion.

Attorney Cotch informed the Council that the City had been served with a lawsuit and that Public Risk Management (PRM) had accepted the claim. She noted that PRM would be representing and defending the City in the case, and encouraged Council members to reach out to her with any questions.

Council Member Fetterolf had nothing to report.

Council Member Crockett had nothing to report.

Mayor Creech attended a Zoom meeting regarding the county's potential transition to a charter county. During the meeting, it was discussed that the next step would be to petition for signatures from 15 percent of registered voters to move forward with forming a committee to further explore the matter.

Council Member Nichols discussed the recent Young Eagles flight event held last Saturday, which included the participation of 65 children.

Chief Seely had nothing to report.

Ms. Frazier had nothing to report.

Mr. Nilson reported that the waterline extension on 19 is complete, and the crew has now moved out to the Golden Gem site.

Ms. Stultz announced the library's summer reading kickoff event scheduled for tomorrow.

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 7:00 p.m.

Jessica Burnham, FCRM
City Clerk

Christopher R. Creech, Mayor



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: June 4, 2025

MEETING DATE: June 17, 2025

SUBJECT: National Pollution Discharge Elimination System (NPDES) Presentation

BACKGROUND SUMMARY:

The City is required to comply with various state and federal water quality regulations, including the NPDES Phase II Municipal Stormwater Permit. This permit mandates the City to implement programs that reduce stormwater pollution and improve water quality in local waterways.

Key components of the City's stormwater program include:

- Regular reporting, public education, and the implementation of best management practices (BMPs) to control stormwater runoff.
- IDDE (Illicit Discharge Detection and Elimination): A mandatory program to identify and remove non-stormwater discharges into the municipal separate storm sewer system (MS4).
- Compliance with the Clean Waterways Act Requirement to protect surface water and imposes stricter controls on pollutant sources, including construction sites, industrial activities, and local government operations.

Cities must adapt by updating internal procedures, improving interdepartmental coordination, investing in training and equipment, and enhancing public engagement efforts.

RECOMMENDATIONS:

N/A

FISCAL IMPACTS:

N/A

ATTACHMENTS:

None



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: June 5, 2025

MEETING DATE: June 17, 2025

SUBJECT: First Reading of Ordinance No. 2025-E, Smith Legacy, Annexation (Withdrawn)

BACKGROUND SUMMARY:

The subject site is contiguous and compact to the city limits along the northern property boundary and therefore is eligible for voluntary annexation. Further, the property is within the ISBA and annexations creating an enclave are allowable.

RECOMMENDATIONS:

Approval of First Reading of Ordinance No. 2025-E, Smith Legacy Annexation

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report Smith Legacy
 2. Ordinance No. 2025-E Smith Legacy Annexation
-

CITY OF UMATILLA
PROJECT REVIEW STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC
ANNEXATION, SSCPA AND REZONING

Owner: Smith Legacy Home, LLC

General Location: North of Pearl St. & West of Merrell Ave.

Number of Acres: 1.72 ± acres

Existing Zoning: R-6

Existing Land Use: Urban Medium (7 units/acre)

Proposed Zoning: Residential Planned Unit Development (PUD)

Proposed Land Use: Multi-family low density (8 units/acre)

Date: April 8, 2025

Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for the 1.72 ± acre site. The applicant proposes to utilize the site as single family residential on 11 existing platted lots of approximately 50' x 140' (7,000 SF lots) at a density of 6.40 units/acre.

	Surrounding Zoning	Surrounding Land Use
North	UR-5 and PFD	Residential Single Family Medium Density (5 units/acre) and Institutional
South	R-6	Urban Medium Density (7 units/acre)
East	R-6	Urban Medium Density (7 units/acre)
West	R-6	Urban Medium Density (7 units/acre)

Assessment

Annexation

The subject site is contiguous and compact to the city limits along the northern property boundary and therefore is eligible for voluntary annexation. Further, the property is within the ISBA and annexations creating an enclave are allowable.

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Urban Medium Density (7 units/net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Multi-Family Low Density (8 units/acre) per FLU Policies 1-2.1.1 and 1-2.2.7 on 1.72 ± acres. The existing adjacent Land Uses are City Institutional, City SF Medium Density (5 units/acre), and Lake County Urban Medium Density (7 units/acre).

The proposed Multi-Family Low Density category is compatible with the adjacent properties, provides for the continued residential use on existing platted lots, promotes orderly compact growth and is consistent with the comprehensive plan (FLU Policy 1-2.1.1, 1-2.2.7, 1-1.10.1, and 1-1.10.2).

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum residential development potential is 12 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3. The proposed land use of Multi-Family Low Density allows the maximum development potential of 14 multi-family units per FLU Policy 1-2.1.2. The net result is an increase of 2 residential units. The Multi-Family Low Density category is the closest category within the City's Comprehensive Plan to the County's Urban Medium Density to allow the platted lots at the existing density of 6.40 units/acre.

The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 14 units would assist in meeting this need.

The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

Policy 1-2.1.1: Land Use Designations, and Maximum Intensity and Density.

4. Multi-Family Medium Density - 8 dwelling units/acre. Development shall be limited to single-family residential, duplexes, and triplexes

Policy 1.2.2.7: Multi-family triplex – 8 dwelling units/acre.

Development shall be limited to single-family residential, duplexes, triplexes and multi-family. Mobile homes, industrial or commercial uses will not be permitted however, a mixed use PUD shall be allowed as outlined in Policy 1-1.11.1 and Public Facilities shall be allowed as outlined in Policy 1-2.1.2.

Policy 1-1.10.1: Land Use Allocation.

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

Policy 1-1.10.2: Promote Orderly, Compact Growth.

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

Trip Generation Analysis

A trip generation analysis was conducted on the existing and proposed land use utilizing a maximum development scenario. The result indicates that the amendment would decrease traffic as multi-family produces less traffic than single family. SR 19 is designated as an arterial roadway with an adopted Level of Service (LOS) of D. Pearl Street is a local roadway with an adopted LOS of D. The amendment will not degrade the LOS.

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Multi-Family	14 Units	220	94	7	4	3
TOTAL GROSS TRIPS (PROPOSED)			94	7	4	3

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	12 Units	210	113	11	7	4
TOTAL GROSS TRIPS (EXISTING)			113	11	7	4

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

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-4	-3	-1

School Impact Analysis

The amendment will reduce school impacts by 1 student based on multi-family housing; however, if developed as single family there will be no net increase in school age children based on the PUD zoning.

Existing County Land Use Residential Units: 12 SF units

Proposed Development Residential Units: 14 MF units

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

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

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

Lake County Student Generation Rates	
Multi-Family >- 800 SF	
Type	Student Multipliers per Dwelling Unit
High School	0.064
Middle School	0.059
Elementary School	0.145
Total	0.268

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	12	0.140	2	0	0.091	0	2
MIDDLE	12	0.072	1	0	0.037	0	1
HIGH	12	0.100	1	0	0.041	0	1
GRAND TOTAL							4

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

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

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	0	0.140	0	14	0.091	1	1
MIDDLE	0	0.072	0	14	0.037	1	1
HIGH	0	0.100	0	14	0.041	1	1
GRAND TOTAL							3

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .733 MGD (SJRWMD CUP 2646-6). The City has a negative capacity of -0.032 MGD (includes Joint Equity, LLC amendment) for concurrency

purposes and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City's Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will cause a deficiency (-.0074).

Chapter 9, Section 2(c) of the LDRs outlines the standards to be met for concurrency. Item 2 indicates that the necessary facilities and services are in place at the time a development permit is issued, or a development permit is issued subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the development are anticipated to occur. It should be noted that the City is in the process of increasing the consumptive use permit capacity and is scheduled within 2025.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The city has an existing agreement with the City of Eustis for wastewater (Resolution 2018-46). The agreement allows for a maximum of 300,000 gallons per day (0.3 MGD) and the current usage is 166,000 gallons per day (0.166 MGD) with a remaining capacity of 131,800 gallons per day (0.1318 MGD). The proposed amendment (0.0028 MGD) would not cause a deficiency in the City's Level of Service standards and the city would have 129,000 gallons per day (0.129 MGD) remaining (Table 2).

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 14 and the estimated solid waste is 70 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

The subject site is currently undeveloped and is not located within the 100-year flood plain. Should protected species occur, prior to development appropriate regulatory permits will be required.

Rezoning

The applicant is requesting that the site be rezoned from Lake County Urban Residential (R-6) to City of Umatilla Residential Planned Unit Development (RPUD). The R-6 zoning category allows for single family, duplex, and multi-family dwelling units with setbacks of 25' front, and 5' side and rear. The PUD would limit development to single family homes on 11 existing platted lots (50' x 140') at a density of 6.40 units/acre. The Land Development Regulations (LDRs) indicate that the minimum size of a PUD is 10 acres; however, the City Council may approve a lesser minimum area if the Council determines that the intent and purpose of the PUD district and expressed municipal development policy would be served. The Developers Agreement would include standards for development. The rezoning to PUD is compatible with the adjacent zonings of PFD, UR-5 and R-6.

Recommendation

Annexation

The proposed voluntary annexation is contiguous and compact to the city limits along the northern boundary and is within the ISBA. Staff recommends approval.

SSCPA

The proposed amendment to Multi-Family Low Density is consistent with the comprehensive plan as previously outlined. Water concurrency can be met subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the subject development are anticipated to occur. It should be noted that the city is in the process of renewing the Consumptive Use Permit. Staff recommends approval.

Rezoning

The proposed rezoning of Residential Planned Unit Development (RPUD) is consistent with the comprehensive plan and land development regulations as previously outlined. Concurrency review based on the proposed zoning and current usage indicates that there is sufficient water capacity to serve the proposed development (Table 3). Staff recommends approval.

Table 1 – Water Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						-0.0302 *
Smith Legacy	1.72	Urban Medium Density (7 units/acre)	Multi-family Low Density (8 Units/Acre)	14 MF units	.0042	
Total	1.72					- 0.0074

*Includes Joint Equity LLC Amendment

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

Persons per household – 2.0

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.1318*
Smith Legacy	1.72	Urban Medium Density (7 units/acre)	Multi-Family Low Density (8 Units/Acre)	14 MF units	.0028	
	1.72					0.129

*Includes Joint Equity, LLC Amendment

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc
Commercial based on 850 gpd per acre
2.0 Persons per household

Table 3 – Water Analysis Based on Zoning

Ordinance #	Acres	Proposed City Zoning	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity					0.284*
Smith Legacy	1.72	Residential PUD	11 SF units	0.0033	
Total	1.72				0.280

* Includes Joint Equity LLC

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

2.0 Persons per household

ORDINANCE 2025-E

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, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 1.72 ± ACRES OF LAND GENERALLY LOCATED NORTH OF PEARL STREET AND WEST OF MERRELL AVENUE; 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 1.72 acres of land generally located north of Pearl Street and west of Merrell Avenue ("Property") by Smith Legacy Homes, LLC and Affordably Lavish Foundation, Inc. ("Owner"); and

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 located within the Interlocal Service Boundary Agreement (ISBA) with Lake County.

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 1.72 acres of land generally located north of Pearl Street and west of Merrell Avenue, is hereby incorporated into and made part of the City of Umatilla Florida. The Property is more particularly described and depicted below and as depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.

LEGAL DESCRIPTION: Lots 5,6,7,8 and 9, and Lots 11 through 16, inclusive, Lake Tutuola Park, according to the map or plat thereof as recorded in Plat Book 6, Page 59, Public Records of Lake County, Florida ("Property").

Alternate Key # 3907096 and 3907095

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 _____, 2025.

Christopher R. Creech, Mayor
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"





CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: June 5, 2025

MEETING DATE: June 17, 2025

SUBJECT: First Reading of Ordinance No. 2025-E1, Smith Legacy Small Scale Comp Plan Amendment (Withdrawn)

BACKGROUND SUMMARY:

The applicant is requesting an amendment from Lake County Urban Medium Density (7 units/net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Multi-Family Low Density (8 units/acre) per FLU Policies 1-2.1.1 and 1-2.2.7 on 1.72 + acres. The existing adjacent Land Uses are City Institutional, City SF Medium Density (5 units/acre), and Lake County Urban Medium Density (7 units/acre). The proposed Multi-Family Low Density category is compatible with the adjacent properties, provides for the continued residential use on existing platted lots, promotes orderly compact growth and is consistent with the comprehensive plan (FLU Policy 1-2.1.1, 1-2.2.7, 1-1.10.1, and 1-1.10.2). For comprehensive plan purposes, a maximum development scenario was utilized. Under the existing land use, the maximum residential development potential is 12 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3.

The proposed land use of Multi-Family Low Density allows the maximum development potential of 14 multifamily units per FLU Policy 1-2.1.2. The net result is an increase of 2 residential units. The Multi-Family Low Density category is the closest category within the City's Comprehensive Plan to the County's Urban Medium Density to allow platted lots at the existing density of 6.40 units/acre. The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 14 units would assist in meeting this need.

RECOMMENDATIONS:

Approval of First Reading of Ordinance No. 2025-E1, Smith Legacy Small Scale Comp Plan Amendment

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report Smith Legacy
 2. Ordinance No. 2025-E1 Smith Legacy SSCPA
-

CITY OF UMATILLA
PROJECT REVIEW STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC
ANNEXATION, SSCPA AND REZONING

Owner: Smith Legacy Home, LLC

General Location: North of Pearl St. & West of Merrell Ave.

Number of Acres: 1.72 ± acres

Existing Zoning: R-6

Existing Land Use: Urban Medium (7 units/acre)

Proposed Zoning: Residential Planned Unit Development (PUD)

Proposed Land Use: Multi-family low density (8 units/acre)

Date: April 8, 2025

Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for the 1.72 ± acre site. The applicant proposes to utilize the site as single family residential on 11 existing platted lots of approximately 50' x 140' (7,000 SF lots) at a density of 6.40 units/acre.

	Surrounding Zoning	Surrounding Land Use
North	UR-5 and PFD	Residential Single Family Medium Density (5 units/acre) and Institutional
South	R-6	Urban Medium Density (7 units/acre)
East	R-6	Urban Medium Density (7 units/acre)
West	R-6	Urban Medium Density (7 units/acre)

Assessment

Annexation

The subject site is contiguous and compact to the city limits along the northern property boundary and therefore is eligible for voluntary annexation. Further, the property is within the ISBA and annexations creating an enclave are allowable.

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Urban Medium Density (7 units/net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Multi-Family Low Density (8 units/acre) per FLU Policies 1-2.1.1 and 1-2.2.7 on 1.72 ± acres. The existing adjacent Land Uses are City Institutional, City SF Medium Density (5 units/acre), and Lake County Urban Medium Density (7 units/acre).

The proposed Multi-Family Low Density category is compatible with the adjacent properties, provides for the continued residential use on existing platted lots, promotes orderly compact growth and is consistent with the comprehensive plan (FLU Policy 1-2.1.1, 1-2.2.7, 1-1.10.1, and 1-1.10.2).

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum residential development potential is 12 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3. The proposed land use of Multi-Family Low Density allows the maximum development potential of 14 multi-family units per FLU Policy 1-2.1.2. The net result is an increase of 2 residential units. The Multi-Family Low Density category is the closest category within the City's Comprehensive Plan to the County's Urban Medium Density to allow the platted lots at the existing density of 6.40 units/acre.

The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 14 units would assist in meeting this need.

The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

Policy 1-2.1.1: Land Use Designations, and Maximum Intensity and Density.

4. Multi-Family Medium Density - 8 dwelling units/acre. Development shall be limited to single-family residential, duplexes, and triplexes

Policy 1.2.2.7: Multi-family triplex – 8 dwelling units/acre.

Development shall be limited to single-family residential, duplexes, triplexes and multi-family. Mobile homes, industrial or commercial uses will not be permitted however, a mixed use PUD shall be allowed as outlined in Policy 1-1.11.1 and Public Facilities shall be allowed as outlined in Policy 1-2.1.2.

Policy 1-1.10.1: Land Use Allocation.

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

Policy 1-1.10.2: Promote Orderly, Compact Growth.

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

Trip Generation Analysis

A trip generation analysis was conducted on the existing and proposed land use utilizing a maximum development scenario. The result indicates that the amendment would decrease traffic as multi-family produces less traffic than single family. SR 19 is designated as an arterial roadway with an adopted Level of Service (LOS) of D. Pearl Street is a local roadway with an adopted LOS of D. The amendment will not degrade the LOS.

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Multi-Family	14 Units	220	94	7	4	3
TOTAL GROSS TRIPS (PROPOSED)			94	7	4	3

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	12 Units	210	113	11	7	4
TOTAL GROSS TRIPS (EXISTING)			113	11	7	4

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

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-4	-3	-1

School Impact Analysis

The amendment will reduce school impacts by 1 student based on multi-family housing; however, if developed as single family there will be no net increase in school age children based on the PUD zoning.

Existing County Land Use Residential Units: 12 SF units

Proposed Development Residential Units: 14 MF units

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

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

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

Lake County Student Generation Rates	
Multi-Family >- 800 SF	
Type	Student Multipliers per Dwelling Unit
High School	0.064
Middle School	0.059
Elementary School	0.145
Total	0.268

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	12	0.140	2	0	0.091	0	2
MIDDLE	12	0.072	1	0	0.037	0	1
HIGH	12	0.100	1	0	0.041	0	1
GRAND TOTAL							4

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

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

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	0	0.140	0	14	0.091	1	1
MIDDLE	0	0.072	0	14	0.037	1	1
HIGH	0	0.100	0	14	0.041	1	1
GRAND TOTAL							3

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .733 MGD (SJRWMD CUP 2646-6). The City has a negative capacity of -0.032 MGD (includes Joint Equity, LLC amendment) for concurrency

purposes and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City's Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will cause a deficiency (-.0074).

Chapter 9, Section 2(c) of the LDRs outlines the standards to be met for concurrency. Item 2 indicates that the necessary facilities and services are in place at the time a development permit is issued, or a development permit is issued subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the development are anticipated to occur. It should be noted that the City is in the process of increasing the consumptive use permit capacity and is scheduled within 2025.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The city has an existing agreement with the City of Eustis for wastewater (Resolution 2018-46). The agreement allows for a maximum of 300,000 gallons per day (0.3 MGD) and the current usage is 166,000 gallons per day (0.166 MGD) with a remaining capacity of 131,800 gallons per day (0.1318 MGD). The proposed amendment (0.0028 MGD) would not cause a deficiency in the City's Level of Service standards and the city would have 129,000 gallons per day (0.129 MGD) remaining (Table 2).

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 14 and the estimated solid waste is 70 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

The subject site is currently undeveloped and is not located within the 100-year flood plain. Should protected species occur, prior to development appropriate regulatory permits will be required.

Rezoning

The applicant is requesting that the site be rezoned from Lake County Urban Residential (R-6) to City of Umatilla Residential Planned Unit Development (RPUD). The R-6 zoning category allows for single family, duplex, and multi-family dwelling units with setbacks of 25' front, and 5' side and rear. The PUD would limit development to single family homes on 11 existing platted lots (50' x 140') at a density of 6.40 units/acre. The Land Development Regulations (LDRs) indicate that the minimum size of a PUD is 10 acres; however, the City Council may approve a lesser minimum area if the Council determines that the intent and purpose of the PUD district and expressed municipal development policy would be served. The Developers Agreement would include standards for development. The rezoning to PUD is compatible with the adjacent zonings of PFD, UR-5 and R-6.

Recommendation

Annexation

The proposed voluntary annexation is contiguous and compact to the city limits along the northern boundary and is within the ISBA. Staff recommends approval.

SSCPA

The proposed amendment to Multi-Family Low Density is consistent with the comprehensive plan as previously outlined. Water concurrency can be met subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the subject development are anticipated to occur. It should be noted that the city is in the process of renewing the Consumptive Use Permit. Staff recommends approval.

Rezoning

The proposed rezoning of Residential Planned Unit Development (RPUD) is consistent with the comprehensive plan and land development regulations as previously outlined. Concurrency review based on the proposed zoning and current usage indicates that there is sufficient water capacity to serve the proposed development (Table 3). Staff recommends approval.

Table 1 – Water Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						-0.0302 *
Smith Legacy	1.72	Urban Medium Density (7 units/acre)	Multi-family Low Density (8 Units/Acre)	14 MF units	.0042	
Total	1.72					- 0.0074

*Includes Joint Equity LLC Amendment

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

Persons per household – 2.0

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.1318*
Smith Legacy	1.72	Urban Medium Density (7 units/acre)	Multi-Family Low Density (8 Units/Acre)	14 MF units	.0028	
	1.72					0.129

*Includes Joint Equity, LLC Amendment

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc
Commercial based on 850 gpd per acre
2.0 Persons per household

Table 3 – Water Analysis Based on Zoning

Ordinance #	Acres	Proposed City Zoning	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity					0.284*
Smith Legacy	1.72	Residential PUD	11 SF units	0.0033	
Total	1.72				0.280

* Includes Joint Equity LLC

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

2.0 Persons per household

ORDINANCE 2025-E1

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(B); AMENDING THE LAND USE DESIGNATION OF 1.72 ± ACRES OF LAND DESIGNATED AS LAKE COUNTY URBAN MEDIUM DENSITY TO CITY MULTI-FAMILY MEDIUM DENSITY IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY SMITH LEGACY HOME, LLC AND AFFORDABLY LAVISH FOUNDATION, INC. LOCATED NORTH OF PEARL STREET AND WEST OF MERRELL AVENUE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Smith Legacy Home, LLC and Affordably Lavish Foundation, Inc. as owner ("Owner") requesting that real property within the city limits of the City of Umatilla ("City") be assigned a Land Use designation from Lake County Urban Medium Density to City of Umatilla Multi-family Medium Density per the City's Comprehensive Plan; and

WHEREAS, the Land Use amendment would facilitate residential development and is in compliance with the policies of the City's Comprehensive Plan; and

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

WHEREAS, the City's Local Planning Agency has reviewed the proposed Land Use amendment to the Comprehensive Plan and provided recommendations to the City Council; and

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

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

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

Section 1: Purpose and Intent. That the Land Use designation of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be amended from Lake County Urban Medium Density to Multi-Family Medium Density, as depicted on the map attached hereto as Exhibit "A", and as defined in the City's Comprehensive Plan.

PROPERTY LEGAL DESCRIPTION: Lots 5,6,7,8 and 9, and Lots 11 through 16, inclusive, Lake Tutuola Park, according to the map or plat thereof as recorded in Plat Book 6, Page 59, Public Records of Lake County, Florida ("Property").

Alternate Key # 3907096 and 3907095

- A. That a copy of this Land Use amendment shall be filed in the City Clerk's office as a matter of permanent record of the City, and that matters and contents therein are made a part of this Ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.
- B. The City Clerk is hereby directed to transmit a copy of this Ordinance to the appropriate governmental agencies pursuant to Chapter 163, Florida Statutes.
- C. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the City's Comprehensive Plan Land Use Map.

Section 2: Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

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

Section 4: Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5: Effective Date. This Ordinance shall become effective 31 days after its adoption by the City Council. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

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

Christopher R. Creech, Mayor
City of Umatilla, Florida

ATTEST:

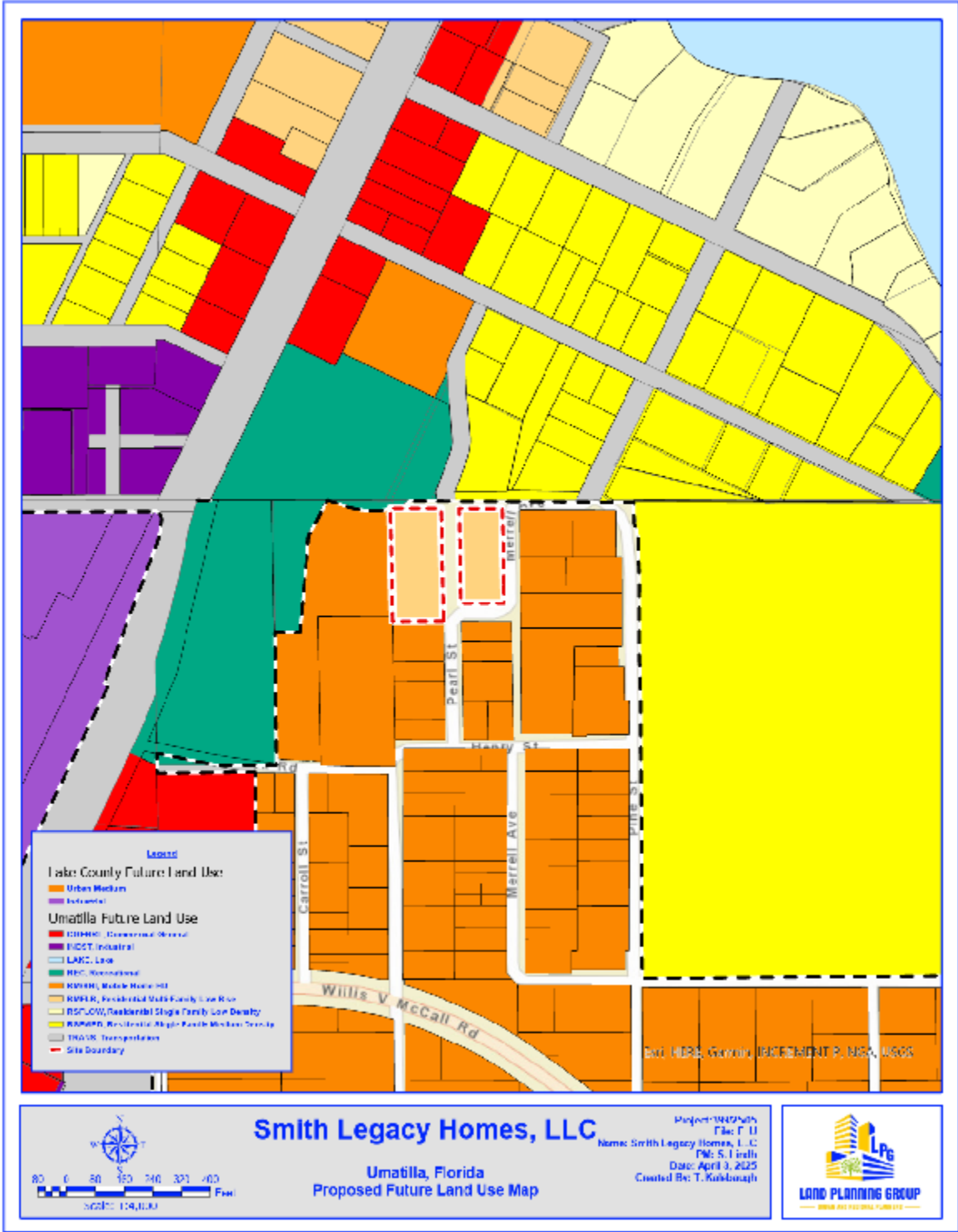
Approved as to Form:

Jessica Burnham, FCRM
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"





CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: June 5, 2025

MEETING DATE: June 17, 2025

SUBJECT: First Reading of Ordinance No. 2025-E2, Smith Legacy Rezoning (Withdrawn)

BACKGROUND SUMMARY:

The applicant is requesting that the site be rezoned from Lake County Urban Residential (R-6) to City of Umatilla Residential Planned Unit Development (RPUD). The R-6 zoning category allows for single-family, duplex, and multifamily dwelling units with setbacks of 25' front, and 5' side and rear. **This PUD zoning would limit development to single-family homes on 11 existing platted lots (50' x 140') at a density of 6.40 units/acre.**

The Land Development Regulations (LDRs) indicate that the minimum size of a PUD is 10 acres; however, the City Council may approve a lesser minimum area if the Council determines that the intent and purpose of the PUD district and expressed municipal development policy would be served. The Developers Agreement would include standards for development. The rezoning to PUD is compatible with the adjacent zonings of PFD, UR-5 and R-6.

RECOMMENDATIONS:

Approval of First Reading of Ordinance No. 2025-E2, Smith Legacy Rezoning

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report Smith Legacy
 2. Ordinance No. 2025-E2 Smith Legacy Rezoning
 3. Smith Legacy_Development Agreement_jmc rev 4.18
 4. EXHIBIT A
 5. EXHIBIT B
-

CITY OF UMATILLA
PROJECT REVIEW STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC
ANNEXATION, SSCPA AND REZONING

Owner: Smith Legacy Home, LLC

General Location: North of Pearl St. & West of Merrell Ave.

Number of Acres: 1.72 ± acres

Existing Zoning: R-6

Existing Land Use: Urban Medium (7 units/acre)

Proposed Zoning: Residential Planned Unit Development (PUD)

Proposed Land Use: Multi-family low density (8 units/acre)

Date: April 8, 2025

Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for the 1.72 ± acre site. The applicant proposes to utilize the site as single family residential on 11 existing platted lots of approximately 50' x 140' (7,000 SF lots) at a density of 6.40 units/acre.

	Surrounding Zoning	Surrounding Land Use
North	UR-5 and PFD	Residential Single Family Medium Density (5 units/acre) and Institutional
South	R-6	Urban Medium Density (7 units/acre)
East	R-6	Urban Medium Density (7 units/acre)
West	R-6	Urban Medium Density (7 units/acre)

Assessment

Annexation

The subject site is contiguous and compact to the city limits along the northern property boundary and therefore is eligible for voluntary annexation. Further, the property is within the ISBA and annexations creating an enclave are allowable.

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Urban Medium Density (7 units/net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Multi-Family Low Density (8 units/acre) per FLU Policies 1-2.1.1 and 1-2.2.7 on 1.72 ± acres. The existing adjacent Land Uses are City Institutional, City SF Medium Density (5 units/acre), and Lake County Urban Medium Density (7 units/acre).

The proposed Multi-Family Low Density category is compatible with the adjacent properties, provides for the continued residential use on existing platted lots, promotes orderly compact growth and is consistent with the comprehensive plan (FLU Policy 1-2.1.1, 1-2.2.7, 1-1.10.1, and 1-1.10.2).

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum residential development potential is 12 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3. The proposed land use of Multi-Family Low Density allows the maximum development potential of 14 multi-family units per FLU Policy 1-2.1.2. The net result is an increase of 2 residential units. The Multi-Family Low Density category is the closest category within the City's Comprehensive Plan to the County's Urban Medium Density to allow the platted lots at the existing density of 6.40 units/acre.

The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 14 units would assist in meeting this need.

The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

Policy 1-2.1.1: Land Use Designations, and Maximum Intensity and Density.

4. Multi-Family Medium Density - 8 dwelling units/acre. Development shall be limited to single-family residential, duplexes, and triplexes

Policy 1.2.2.7: Multi-family triplex – 8 dwelling units/acre.

Development shall be limited to single-family residential, duplexes, triplexes and multi-family. Mobile homes, industrial or commercial uses will not be permitted however, a mixed use PUD shall be allowed as outlined in Policy 1-1.11.1 and Public Facilities shall be allowed as outlined in Policy 1-2.1.2.

Policy 1-1.10.1: Land Use Allocation.

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

Policy 1-1.10.2: Promote Orderly, Compact Growth.

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

Trip Generation Analysis

A trip generation analysis was conducted on the existing and proposed land use utilizing a maximum development scenario. The result indicates that the amendment would decrease traffic as multi-family produces less traffic than single family. SR 19 is designated as an arterial roadway with an adopted Level of Service (LOS) of D. Pearl Street is a local roadway with an adopted LOS of D. The amendment will not degrade the LOS.

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Multi-Family	14 Units	220	94	7	4	3
TOTAL GROSS TRIPS (PROPOSED)			94	7	4	3

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	12 Units	210	113	11	7	4
TOTAL GROSS TRIPS (EXISTING)			113	11	7	4

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

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-4	-3	-1

School Impact Analysis

The amendment will reduce school impacts by 1 student based on multi-family housing; however, if developed as single family there will be no net increase in school age children based on the PUD zoning.

Existing County Land Use Residential Units: 12 SF units

Proposed Development Residential Units: 14 MF units

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

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

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

Lake County Student Generation Rates	
Multi-Family >- 800 SF	
Type	Student Multipliers per Dwelling Unit
High School	0.064
Middle School	0.059
Elementary School	0.145
Total	0.268

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	12	0.140	2	0	0.091	0	2
MIDDLE	12	0.072	1	0	0.037	0	1
HIGH	12	0.100	1	0	0.041	0	1
GRAND TOTAL							4

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

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

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	0	0.140	0	14	0.091	1	1
MIDDLE	0	0.072	0	14	0.037	1	1
HIGH	0	0.100	0	14	0.041	1	1
GRAND TOTAL							3

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .733 MGD (SJRWMD CUP 2646-6). The City has a negative capacity of -0.032 MGD (includes Joint Equity, LLC amendment) for concurrency

purposes and an analysis was conducted of the proposed amendment based on maximum intensity land use and the City's Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will cause a deficiency (-.0074).

Chapter 9, Section 2(c) of the LDRs outlines the standards to be met for concurrency. Item 2 indicates that the necessary facilities and services are in place at the time a development permit is issued, or a development permit is issued subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the development are anticipated to occur. It should be noted that the City is in the process of increasing the consumptive use permit capacity and is scheduled within 2025.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The city has an existing agreement with the City of Eustis for wastewater (Resolution 2018-46). The agreement allows for a maximum of 300,000 gallons per day (0.3 MGD) and the current usage is 166,000 gallons per day (0.166 MGD) with a remaining capacity of 131,800 gallons per day (0.1318 MGD). The proposed amendment (0.0028 MGD) would not cause a deficiency in the City's Level of Service standards and the city would have 129,000 gallons per day (0.129 MGD) remaining (Table 2).

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 14 and the estimated solid waste is 70 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

The subject site is currently undeveloped and is not located within the 100-year flood plain. Should protected species occur, prior to development appropriate regulatory permits will be required.

Rezoning

The applicant is requesting that the site be rezoned from Lake County Urban Residential (R-6) to City of Umatilla Residential Planned Unit Development (RPUD). The R-6 zoning category allows for single family, duplex, and multi-family dwelling units with setbacks of 25' front, and 5' side and rear. The PUD would limit development to single family homes on 11 existing platted lots (50' x 140') at a density of 6.40 units/acre. The Land Development Regulations (LDRs) indicate that the minimum size of a PUD is 10 acres; however, the City Council may approve a lesser minimum area if the Council determines that the intent and purpose of the PUD district and expressed municipal development policy would be served. The Developers Agreement would include standards for development. The rezoning to PUD is compatible with the adjacent zonings of PFD, UR-5 and R-6.

Recommendation

Annexation

The proposed voluntary annexation is contiguous and compact to the city limits along the northern boundary and is within the ISBA. Staff recommends approval.

SSCPA

The proposed amendment to Multi-Family Low Density is consistent with the comprehensive plan as previously outlined. Water concurrency can be met subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the subject development are anticipated to occur. It should be noted that the city is in the process of renewing the Consumptive Use Permit. Staff recommends approval.

Rezoning

The proposed rezoning of Residential Planned Unit Development (RPUD) is consistent with the comprehensive plan and land development regulations as previously outlined. Concurrency review based on the proposed zoning and current usage indicates that there is sufficient water capacity to serve the proposed development (Table 3). Staff recommends approval.

Table 1 – Water Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						-0.0302 *
Smith Legacy	1.72	Urban Medium Density (7 units/acre)	Multi-family Low Density (8 Units/Acre)	14 MF units	.0042	
Total	1.72					- 0.0074

*Includes Joint Equity LLC Amendment

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

Persons per household – 2.0

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.1318*
Smith Legacy	1.72	Urban Medium Density (7 units/acre)	Multi-Family Low Density (8 Units/Acre)	14 MF units	.0028	
	1.72					0.129

*Includes Joint Equity, LLC Amendment

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc
Commercial based on 850 gpd per acre
2.0 Persons per household

Table 3 – Water Analysis Based on Zoning

Ordinance #	Acres	Proposed City Zoning	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity					0.284*
Smith Legacy	1.72	Residential PUD	11 SF units	0.0033	
Total	1.72				0.280

* Includes Joint Equity LLC

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

2.0 Persons per household

ORDINANCE 2025-E2

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 1.72 ± ACRES OF LAND ZONED LAKE COUNTY URBAN RESIDENTIAL (R-6) TO THE DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY SMITH LEGACY HOME, LLC AND LOCATED NORTH OF PEARL STREET AND WEST OF MERRELL AVENUE; APPROVING A MASTER DEVELOPER'S AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Smith Legacy Homes, LLC and Affordably Lavish Foundation, Inc. as Owner, to rezone approximately 1.72 acres of land from Lake County Urban Residential (R-6) to City Planned Unit Development (PUD);

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

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

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

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

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

Section 1: Purpose and Intent.

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

LEGAL DESCRIPTION: Lots 5,6,7,8 and 9, and Lots 11 through 16, inclusive, Lake Tutuola Park, according to the map or plat thereof as recorded in Plat Book 6, Page 59, Public Records of Lake County, Florida ("Property").

Alternate Key # 3907096 and 3907095

Section 2: Zoning Classification.

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

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

Section 4: Severability.

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

Section 5: Scrivener's Errors.

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

Section 6: Effective Date.

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

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

Christopher R. Creech, Mayor
City of Umatilla, Florida

ATTEST:

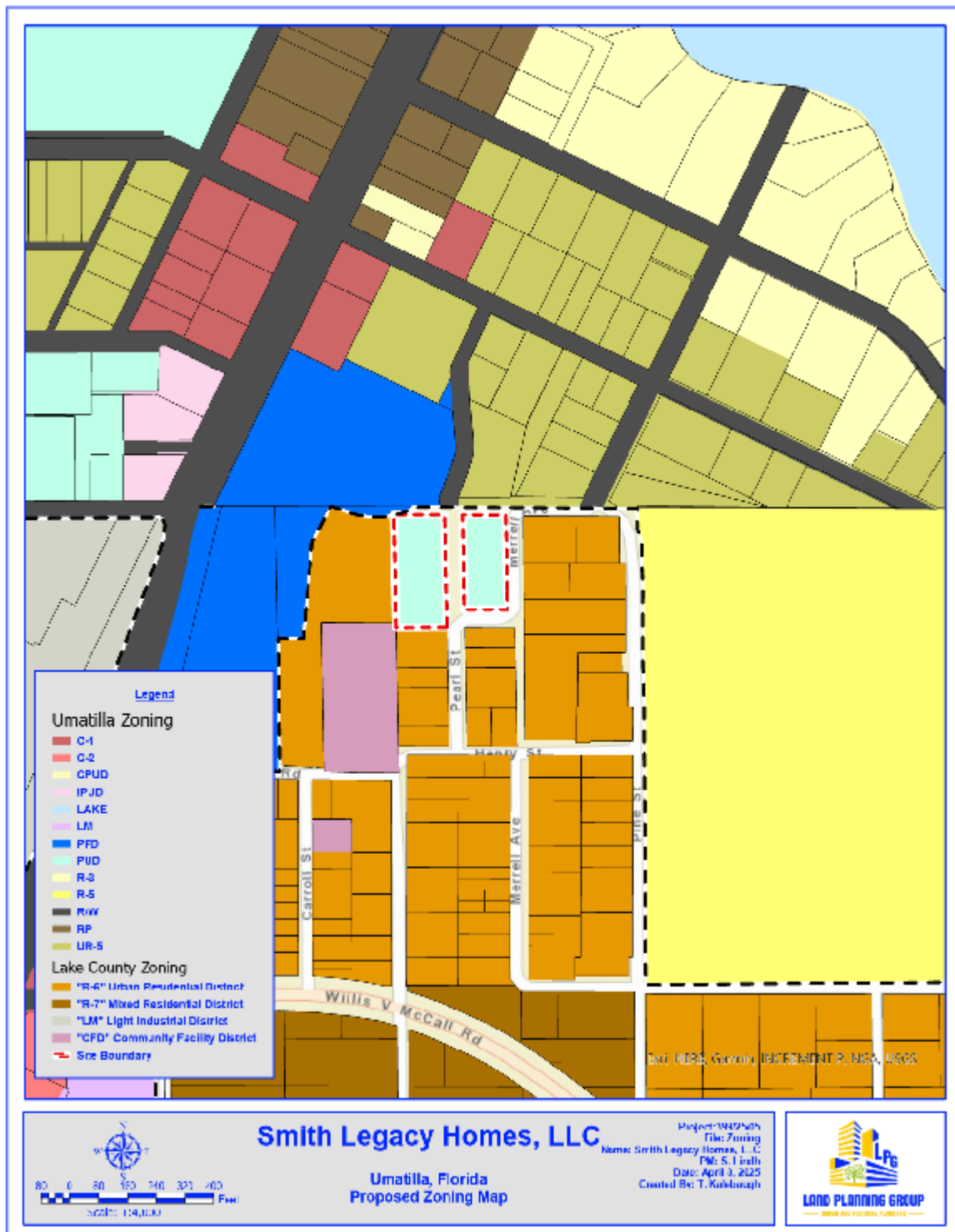
Approved as to Form:

Jessica Burnham, FCRM
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT "A"



MASTER DEVELOPER'S AGREEMENT

This Master Developer's Agreement (the "Agreement") is made this ____ day of _____, 2025, by and between the **CITY OF UMATILLA, a Florida municipal corporation** ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, and **Smith Legacy Home, LLC and Affordably Lavish Foundation, Inc** ("Owner"), whose address is 38630 Marshall Street, Umatilla, Florida, 32784, hereinafter referred to collectively as the "Parties."

RECITALS

1. The Owner desires to rezone approximately 1.72 ± acres of property within the City of Umatilla, described and depicted as set forth on **Exhibit "A"** attached to and incorporated in this Agreement (hereafter referred to as the "Property").

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

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

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

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

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

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

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

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

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

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Plan" prepared by _____, dated _____, 2025 and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with the City's "PUD" (Planned Unit Development) zoning district and, subject to City approval. All land uses must conform to uses and densities/intensities allowed within the land use

designations assigned to the Property on the Future Land Use Map of the City’s adopted Comprehensive Plan. As set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective. Failure of this Agreement to address any particular permit, condition, term, or restriction shall not relieve Owner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

- Section 4. Permitted Uses.** Permitted Uses shall be:
- a. Residential units shall not to exceed eleven (11) total units.
 - b. Detached single-family residential.
 - c. Passive and active recreation facilities.
 - d. Temporary modular office uses shall be allowed during construction.
 - e. Up to four (4) model homes, provided all off-street parking for model homes shall comply with the requirements in the City’s Land Development Code.

- Section 5. Residential Development Standards.** Development Standards shall be as follows:
- a. All lots must be at least 140’ in depth.
 - b. The minimum living area shall be 1,500 square feet for the detached single-family homes.
 - c. Minimum Setback requirements for detached single family residential units shall be as follows.
Setbacks for garages facing road right of way shall be measured from (i) the road right of way or (ii) existing or future sidewalk pavement; all other setbacks are measured from the lot boundary. In no case shall the setback be less than ten (10) feet between structures.

Front (general)	20’
Front (garage)	25’
Side (general)	7.5’
Side (corner lot facing ROW)	15’
Side Entry Garage (facing ROW)	25’
Rear (general)	15’
Rear (facing Road ROW)	20’
Accessory	5’

- d. Maximum building height shall be limited to thirty-five feet (35’).
- e. Parking: The Applicant will be required to meet the parking requirements of the Umatilla Land Development Regulations for the proposed uses. Notwithstanding anything to the contrary in the Umatilla Land Development Code, exterior driveways may count towards parking counts for each associated residence.
- f. For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
- g. Any zoning standard not specifically listed in this Agreement shall be in compliance with the UR-5 zoning district standards and other applicable sections of the Land Development Code.

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

- Section 7. Site Access and Transportation Improvements.** Vehicular access to the Property shall be provided by Pearl Street and Merrell Avenue. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by FDOT, Lake County and City of Umatilla.
- b. All roads within the development shall be designed and constructed by the developer to meet the applicable City of Umatilla minimum requirements.
- c. Sidewalks shall be provided on both sides of the local internal roads and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Umatilla Land Development Code.
- d. The City of Umatilla will not be responsible for the maintenance or repair of any of the roads or transportation improvements prior to acceptance thereof, which will be in accordance with the terms of the approved final construction plans and Land Development Code. The project entrance may be gated, in which event the Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.

Section 8. Lighting. All exterior lighting shall be arranged to reflect light away from adjacent properties to the greatest extent possible while providing lighting adequate to ensure safety on road right of way.

Section 9. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property's active and passive parks, entry feature areas and common areas, so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Owner shall prepare and submit a Master Utility Plan ("MUP") to the City prior to or in conjunction with the first phase of construction plans. The MUP shall identify any needed offsite utility improvements. Owner and City may enter into a pioneering agreement regarding a proportionate share contribution for properties desiring to connect to the utility improvements. In the event the City requests that Owner construct utility lines in excess of the size needed to serve the Property, City and Owner shall negotiate in good faith to enter into a utility upsizing agreement.

As a condition of providing wastewater service, Owner shall grant the City a permanent, non-exclusive utility easement over the parcel owned by Owner known as AK 1212090, in a form acceptable to the City, for the construction, access, maintenance, repair, and replacement of wastewater infrastructure.

Section 10. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water and wastewater impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of building permit issuance. Notwithstanding the foregoing, Owner may, at any time, elect to pre-pay such impact fees for as many units as Owner submits full payment to the City for the impact fees in effect at the time such payment is made. In such event, such pre-payment shall result in pre-paid impact fee credits for the Property which shall be applied by the City upon the issuance of building permits. The City hereby agrees to reserve utility capacity for the Property provided that Owner is in full compliance with the terms and conditions of this Agreement.

Section 11. Easements. Owner shall provide the City such easements or right of way in form acceptable to the City Attorney, as the City deems necessary for the installation and maintenance of utility services, including but not limited to sewer, water, and reclaimed water services.

Section 12. Landscaping/Buffers. Developer has reviewed City's Land Development Code relating to landscaping and agrees to comply with such regulations.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal,

Owner agrees to comply with all applicable City of Umatilla Land Development Code pertaining to tree removal and replacement.

Section 13. Stormwater Management. Owner agrees to provide at Owner's expense a comprehensive stormwater management system consistent with all regulatory requirements of the City and the St. John's River Water Management District. Impacts to flood plains are allowed in accordance with the Water Management District procedures for compensating storage and will be based on the 100-year floodplain established by Lake County.

Section 14. Other Municipal Facilities/Services. The City hereby agrees to provide, either directly or through its franchisees or third-party providers, police and fire protection, emergency medical services, and solid waste collection, disposal, and recycling services to the Property under the same terms and conditions and in the same manner as are afforded to all other residential property owners within the City.

Section 15. Environmental Considerations. The Owner agrees to comply with all Federal, State, County, and City laws, rules and regulations regarding any environmental issues affecting the Property.

Section 16. Signage. Owner shall submit a master sign plan. Such plan shall be in compliance with all applicable regulations contained within the City of Umatilla's Land Development Code, unless City grants a waiver or variance pursuant to the City's Land Development Code.

Section 17. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 18. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Code and City Code provisions, as amended, as well as regulations of County, State, local, and Federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 19. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 20. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 21. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 22. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 23. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single

or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 24. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 25. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286 352-669-3125 Telephone
Copy to:	Mayor City of Umatilla P.O. Box 2286 Umatilla, Florida 32784-2286 352-669-3125 Telephone Kevin Stone Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone
As to Owner:	Smith Legacy Home LLC Affordably Lavish Foundation Inc 38630 Marshall Street Umatilla, FL 32784 352-857-7355 Telephone
Copy to:	

Section 26. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 27. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate five (5) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 28. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 29. Severability. If any part of this Developer’s Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer’s Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer’s Agreement is declared severable.

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

WITNESSES:

CITY OF UMATILLA, FLORIDA

Printed Name: _____

By: _____
Christopher Creech, Mayor

Printed Name: _____

ATTEST:

Jessica Burnham, CMC
City Clerk

SMITH LEGACY HOME, LLC

Printed Name: _____

By: _____
Printed Name: _____
As its: _____

Printed Name: _____

[NOTARY BLOCK FOR OWNER EXECUTION]

AFFORDABLY LAVISH FOUNDATION, INC

Printed Name: _____

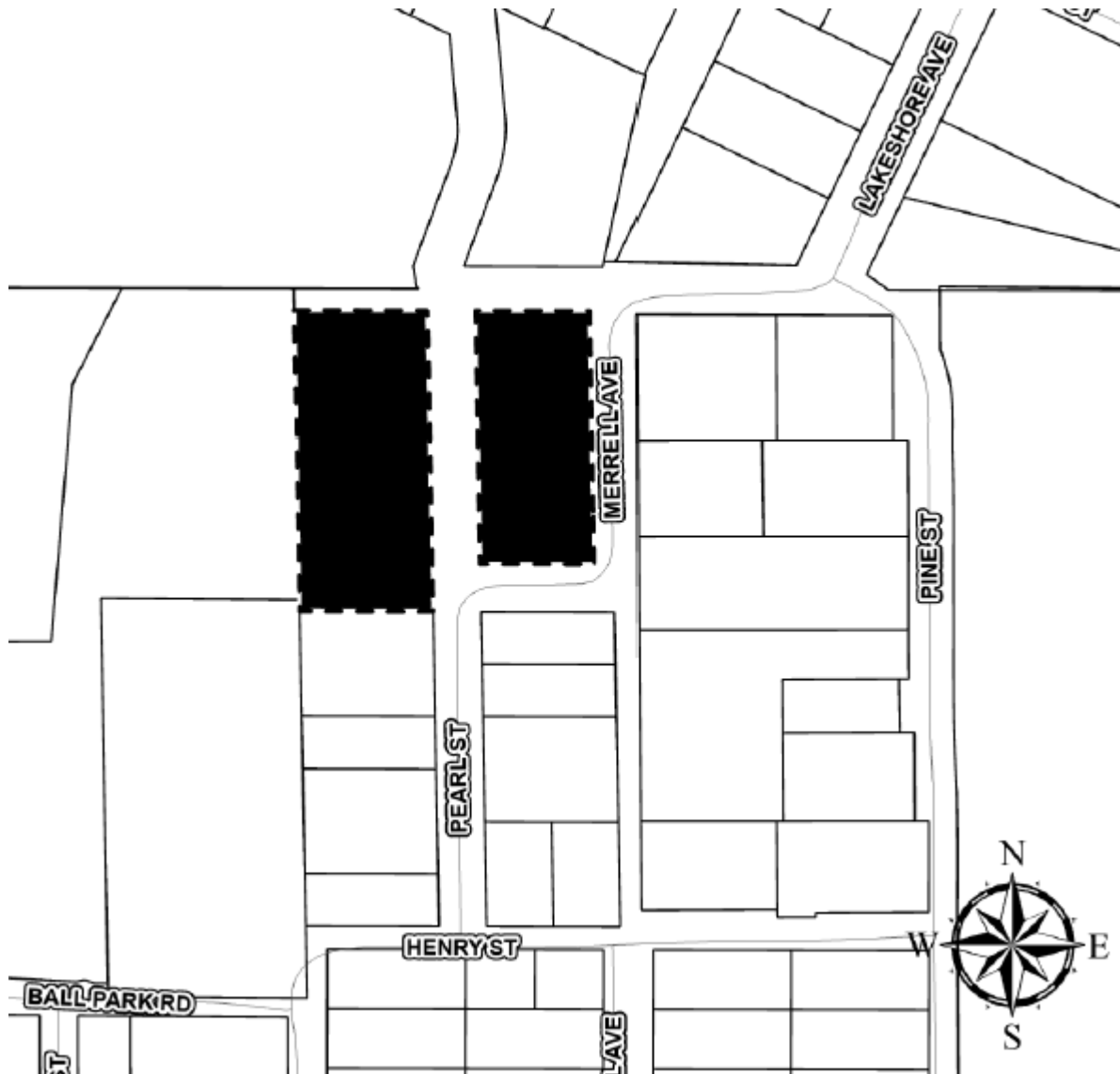
By: _____
Printed Name: _____
As its: _____

Printed Name: _____

[NOTARY BLOCK FOR OWNER EXECUTION]

EXHIBIT 'A'

Lots 5,6,7,8 and 9, and Lots 11 through 16, inclusive, Lake Tutuola Park, according to the map or plat thereof as recorded in Plat Book 6, Page 59, Public Records of Lake County, Florida ("Property").



LAKE TUTUOLA PARK

KNOW ALL MEN BY THESE PRESENTS
That Andrew J. Smith and Bessie Smith, his wife,
have caused to be made the attached plat of
"LAKE TUTUOLA PARK" a subdivision of the
following described property, Lots 4 & 9 of A.J.
Smith's subdivision of Block "G" of Mitchener's
addition to the city of Umatilla also the NW 1/4
of the W 1/2 of the NE 1/4 of the NW 1/4 of the NW 1/4
of Section 24-Twp. 18S-R 26E. All of said
property lying and being in Lake County Florida.
All streets as shown are hereby dedicated to
the perpetual use of the public, reserving to
ourselves our heirs, administrators or assigns all re-
version or reversions thereof whenever or where-
ver discontinued by operation of law.
In witness whereof the above named parties
have hereunto set their hand and seal this 3rd
day of November AD 1925.

J. Hunt Beauchamp Witness Andrew J. Smith seal
J. Ann Morell Witness Bessie Smith seal.

This plat approved by the Town Council of
Umatilla Florida by Resolution No. Nov. 3rd 1925

Attest J. Ann Morell G. A. Vaughn
Town Clerk Mayor.

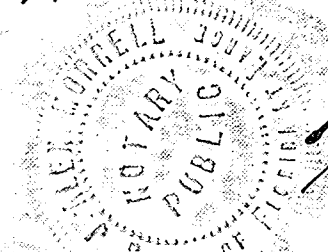
This plat approved by the County Commissioners
of Lake County Florida November 1925

Chairman

STATE OF FLORIDA } ss.
COUNTY OF LAKE }

I hereby certify that on this day personally
appeared before me Andrew J. Smith and Bessie
Smith, his wife, known to me to be the persons
who executed the foregoing dedication and they
acknowledged the execution thereof to be their
free act and deed for the purposes therein ex-
pressed. And I further certify that the said
Bessie Smith on a separate and private
examination taken and made by me did
acknowledge that she executed the fore-
going dedication freely and voluntarily and
without any fear constraint or apprehension
of or from her said husband.

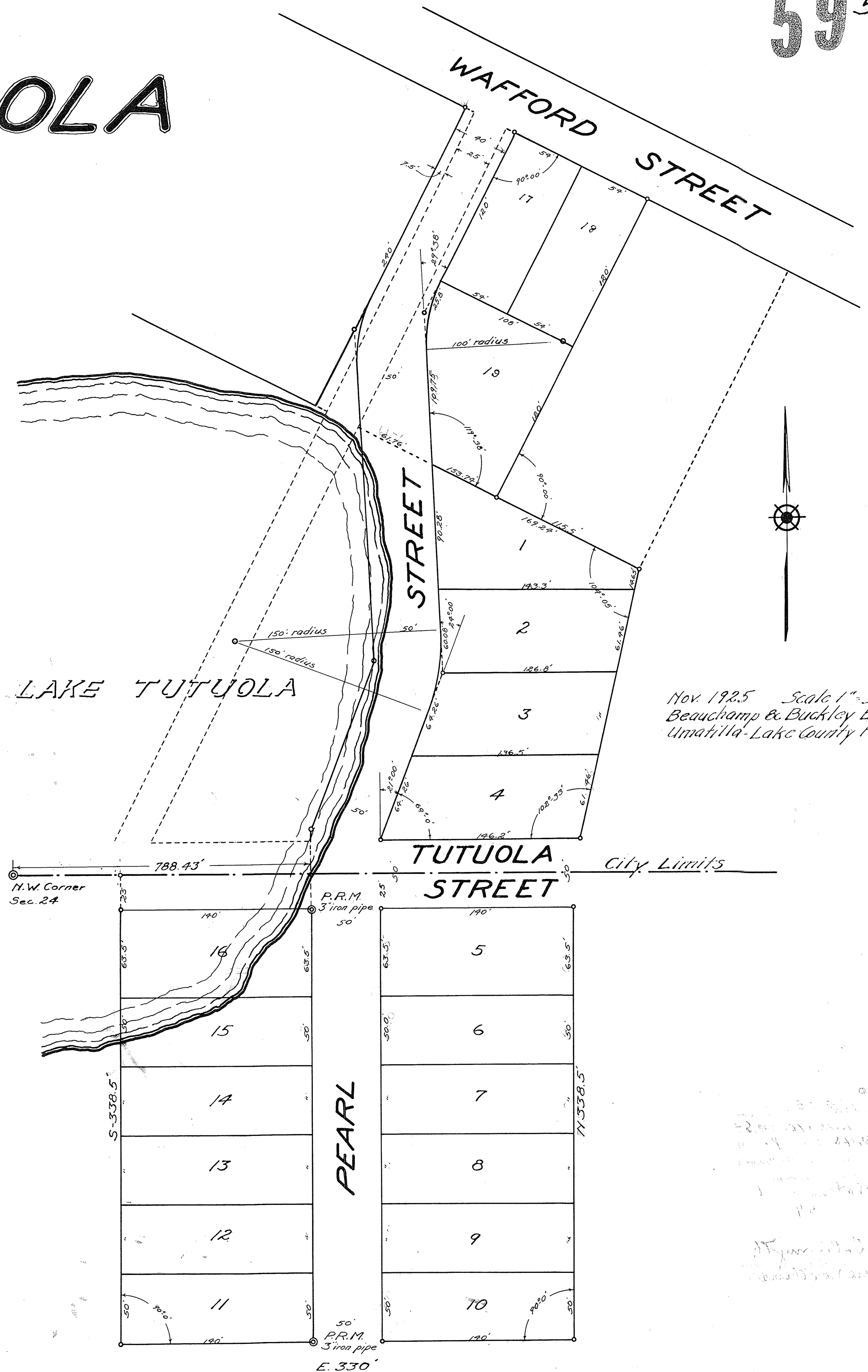
Witness my hand and official seal
this 3rd day of November AD 1925



J. Ann Morell
Notary Public State of Florida at large.
My Commission expires: 11-13-27.

I hereby certify that the attached plat of
"Lake Tutuola Park" is a true and correct plat
as recently surveyed and plotted under my
direction.

J. Hunt Beauchamp
Licensed Engineer of State & County.





CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: June 2, 2025

MEETING DATE: June 17, 2025

SUBJECT: Final Reading of Ordinance No. 2025-F, Yancey Trust Annexation

BACKGROUND SUMMARY:

The subject site is contiguous and compact to the city limits along the eastern property boundary and therefore is eligible for voluntary annexation. Further, the parcel located south of Cooley Road is within the ISBA.

RECOMMENDATIONS:

Approval of Final Reading of Ordinance No. 2025-F, Yancey Trust Annexation

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report Ordinance No. 2025-F
 2. Location Map
 3. Ordinance No. 2025-F, Annexation
 4. business-impact-estimate-_Ord 2025-F
-

CITY OF UMATILLA
PROJECT REVIEW STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC
ANNEXATION, SSCPA AND REZONING

Owner: Frederick D. Yancey, III and Barbara C. Yancey, Trustees

General Location: West of Maxwell Road and North of Cooley Road

Number of Acres: 24.5 ± acres

Existing Zoning: Agriculture

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

Proposed Zoning: Agriculture Residential (AR-1)

Proposed Land Use: Agriculture (1 unit/acre)

Date: April 30, 2025

Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for four (4) parcels totaling 24.5 ± acres site. There are three (3) existing parcels (each containing 6+ acres) north of Cooley Road of which one parcel is developed with a single-family residence. The parcel located south of Cooley Road (4.73 acres) is undeveloped. The existing residence is served by city water. The property is within the city's utility service area and the parcel located south of Cooley Road is within the ISBA.

	Surrounding Zoning	Surrounding Land Use
North	R-2	Urban Low Density (4 units/acre)
South	A	Urban Low Density (4 units/acre)
East	UR-5 and PUD	Single Family Medium Density (5 units/acre)
West	A	Urban Low Density (4 units/acre)

Assessment

Annexation

The subject site is contiguous and compact to the city limits along the eastern property boundary and therefore is eligible for voluntary annexation. Further, the parcel located south of Cooley Road is within the ISBA.

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Urban Low Density (4 units/net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Agriculture (1 unit/acre) per FLU Policies 1-2.1.1 and 1-2.8.1 on 24.5 ± acres. The existing adjacent Land Uses are City Single Family Medium Density (5 units/acre) and Lake County Urban Low Density (4 units/acre). The subject properties are within the City's Utility Service Area.

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

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum residential development potential is 98 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3. The proposed land use of Agriculture allows the maximum development potential of 25 residential units per FLU Policy 1-2.1.2. The net result is a decrease of 73 residential units.

The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 25 units would assist in meeting this need.

The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

Policy 1-2.1.1: Land Use Designations, and Maximum Intensity and Density.

1. Agriculture - 1 unit/acre. Development shall be limited to detached single-family and agricultural pursuits...

Policy 1-2.8.1: Agriculture Designation.

The City has incorporated within the Land Development Regulation provisions for Agricultural Residential zoning district. This district shall allow limited agricultural pursuits and residential development.

Policy 1-1.10.1: Land Use Allocation.

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

Policy 1-1.10.2: Promote Orderly, Compact Growth.

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

Trip Generation Analysis

A trip generation analysis was conducted on the existing and proposed land use utilizing a maximum development scenario. The result indicates that the amendment would decrease traffic by 689 trips. SR 19 is designated as an arterial roadway with an adopted Level of Service (LOS) of D. Maxwell Road is a local roadway with an adopted LOS of D. The amendment will not degrade the LOS.

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	25 Units	210	236	24	15	9
TOTAL GROSS TRIPS (PROPOSED)			236	24	15	9

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	98 Units	210	925	92	58	34
TOTAL GROSS TRIPS (EXISTING)			925	92	58	34

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

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-68	-43	-25

School Impact Analysis

The amendment will reduce school impacts by 22 students as outlined below.

Existing County Land Use Residential Units: 98 SF units

Proposed Development Residential Units: 25 SF units

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

TABLE 1
STUDENTS GENERATED BASED ON EXISTING DEVELOPMENT

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

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	98	0.140	14	0	0.091	0	14
MIDDLE	98	0.072	7	0	0.037	0	7
HIGH	98	0.100	10	0	0.041	0	10
GRAND TOTAL							31

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

TABLE 2
STUDENTS GENERATED BASED ON PROPOSED DEVELOPMENT

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	25	0.140	4	0	0.091	0	4
MIDDLE	25	0.072	2	0	0.037	0	2
HIGH	25	0.100	3	0	0.041	0	3
GRAND TOTAL							9

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .733 MGD (SJRWMD CUP 2646-6). The City has a negative capacity of -0.074 MGD (includes Smith Legacy amendment) for concurrency purposes and an analysis was conducted of the proposed amendment based on maximum intensity land

use and the City's Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will cause a deficiency (-.0074).

Chapter 9, Section 2(c) of the LDRs outlines the standards to be met for concurrency. Item 2 indicates that the necessary facilities and services are in place at the time a development permit is issued, or a development permit is issued subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the development are anticipated to occur. It should be noted that the City is in the process of increasing the consumptive use permit capacity and is scheduled within 2025.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The city has an existing agreement with the City of Eustis for wastewater (Resolution 2018-46). The agreement allows for a maximum of 300,000 gallons per day (0.3 MGD) and the current usage is 166,000 gallons per day (0.166 MGD) with a remaining capacity of 131,800 gallons per day (0.1318 MGD). The proposed amendment (0.0028 MGD) would not cause a deficiency in the City's Level of Service standards and the city would have 129,000 gallons per day (0.129 MGD) remaining (Table 2).

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 50 and the estimated solid waste is 250 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

The subject site is currently undeveloped and is partially located within the 100-year flood plain associated with Twin Lake. Should protected species occur, prior to development appropriate regulatory permits will be required.

Rezoning

The applicant is requesting that the site be rezoned from Lake County Agriculture (A) to City of Umatilla Agriculture Residential (AR-1). The rezoning to AR-1 is compatible with the adjacent zonings of A, UR-5 and PUD. The AR-1 zoning will allow the continued use of residential and limited agricultural pursuits. The minimum lot size is 43,560 sf (1 acre); however, it is the applicant's intent to maintain the existing parcels as is (6.07-acre, 6.07-acre, 7.53-acre, and 4.73 acre). Along the eastern property line, north of Cooley Road, are two subdivisions, Hunter Oaks (0.26+ acre lots – 11,325+ sf) and Grand Ridge Estates (0.50 acre lots – 21,780 sf). South of Maxwell Road is the approved PUD development known as Glendale Groves (14,500 sf) and west of Maxwell Road is the approved development known as Turtle Cove (11,240 sf).

Recommendation

Annexation

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

SSCPA

The proposed amendment to Agriculture is consistent with the comprehensive plan as previously outlined. Water concurrency can be met subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the subject development are anticipated to occur. It should be noted that the city is in the process of renewing the Consumptive Use Permit. Staff recommends approval.

Rezoning

The proposed rezoning of Agriculture Residential (AR-1) is consistent with the comprehensive plan and land development regulations as previously outlined. Concurrency review based on the proposed zoning and current usage indicates that there is sufficient water capacity to serve the proposed development (Table 3). Staff recommends approval.

Table 1 – Water Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						-0.0074 *
Yancey	24.5	Urban Low Density (4 units/acre)	Agriculture (1 Units/Acre)	25 units	.0075	-.0075
Total	24.5					- 0.0149

*Includes Smith Legacy Amendment

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

Persons per household – 2.0

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.129*
Yancey	24.5	Urban Low Density (4 units/acre)	Agriculture (1 Unit/Acre)	25 units	0.005	0.005
	24.5					0.124

*Includes Smith Legacy Amendment

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc
Commercial based on 850 gpd per acre
2.0 Persons per household

Table 3 – Water Analysis Based on Zoning

Ordinance #	Acres	Proposed City Zoning	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity					0.280*
Yancey	24.5	Agriculture Residential	5 SF units	0.0015	0.0015
Total	24.5				0.278

* Includes Smith Legacy

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

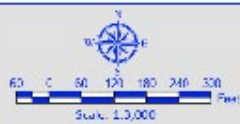
2.0 Persons per household



Legend

City Limits

Site Boundary



Yancey Trust

**Umatilla, Florida
Aerial Map**

Project: 3942567
Hickiden Yancey Trust
Name: Daniel
Map: N. 1 South
Date: May 2, 2025
Created By: T. Kishbaugh



ORDINANCE 2025-F

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, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 24.5 ± ACRES OF LAND GENERALLY LOCATED NORTH OF COOLEY ROAD AND WEST OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted for annexation of approximately 24.5 acres of land generally located north of Cooley Road and west of Maxwell Road ("Property") by Frederick D. Yancey, III and Barbara C. Yancey, Trustees ("Owner"); and

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 located within the Interlocal Service Boundary Agreement (ISBA) with Lake County.

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 24.5 acres of land generally located north of Cooley Road and west of Maxwell Road, is hereby incorporated into and made part of the City of Umatilla Florida. The Property is more particularly described and depicted below and as depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.

LEGAL DESCRIPTION: The East 528 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 18 South, Range 26 East, Lake County, Florida;

And

That part of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 1, Township 18 South, Range 26 East, bounded and described as follows: Begin at the Southeast corner of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest 14, said Section 1 and run thence West 643.5 feet, said point being hereby designated as Point "A", begin again at the Point of Beginning and run thence North 891 feet, thence West 495 feet, thence Southwesterly along a straight line to the above designated Point "A" ("Property");

And

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 12, Township 18 South, Range 26 East, Lake County, Florida;

Alternate Key # 1094160, 1108659, 3871762 and 3799856

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 _____, 2025.

Christopher 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)



60 0 60 120 180 240 300 Feet
Scale: 1:3,000

Yancey Trust

Umatilla, Florida
Aerial Map

Project: 399/25/07
File: Hidden Yancey Trust
Name: Aerial
PM: S. Lindh
Date: May 2, 2025
Created By: T. Kalebaugh



LAND PLANNING GROUP
DEVELOPMENT · PLANNING · CONSULTING
URBAN AND REGIONAL PLANNERS



Business Impact Estimate Exemption

Ordinance 2025- F– Yancey Trust Annexation

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, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 24.5 ± ACRES OF LAND GENERALLY LOCATED NORTH OF COOLEY ROAD AND WEST OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, THE LAKE COUNTY MANAGER AND THE SECRETARY OF STATE OF THE STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

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

¹ See Section 166.041(4), Florida Statutes.

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



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: June 2, 2025

MEETING DATE: June 17, 2025

SUBJECT: Final Reading of Ordinance No. 2025-F1, Yancey Trust Small Scale Comp Plan Amendment

BACKGROUND SUMMARY:

The applicant is requesting an amendment from Lake County Urban Low Density (4 units/net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Agriculture (1 unit/acre) per FLU Policies 1-2.1.1 and 1-2.8.1 on 24.5 ± acres. The existing adjacent Land Uses are City Single Family Medium Density (5 units/acre) and Lake County Urban Low Density (4 units/acre). The subject properties are within the City's Utility Service Area.

The proposed Agriculture category is compatible with the adjacent properties, provides for continued residential and agricultural use, promotes orderly compact growth and is consistent with the comprehensive plan (FLU Policy 1-2.1.1, 1-2.8.1, 1-1.10.1, and 1-1.10.2). For comprehensive plan purposes, a maximum development scenario was utilized. Under the existing land use, the maximum residential development potential is 98 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3. The proposed land use of agriculture allows the maximum development potential of 25 residential units per FLU Policy 1-2.1.2. The net result is a decrease of 73 residential units.

The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 25 units would assist in meeting this need.

RECOMMENDATIONS:

Approval of Final Reading of Ordinance No. 2025-F1, Yancey Trust Small Scale Comp Plan Amendment

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report Ordinance No. 2025-F1
 2. Ordinance No. 2025-F1 SSCAP
 3. business-impact-estimate-_Ord 2025-F1
-

CITY OF UMATILLA
PROJECT REVIEW STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC
ANNEXATION, SSCPA AND REZONING

Owner: Frederick D. Yancey, III and Barbara C. Yancey, Trustees

General Location: West of Maxwell Road and North of Cooley Road

Number of Acres: 24.5 ± acres

Existing Zoning: Agriculture

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

Proposed Zoning: Agriculture Residential (AR-1)

Proposed Land Use: Agriculture (1 unit/acre)

Date: April 30, 2025

Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for four (4) parcels totaling 24.5 ± acres site. There are three (3) existing parcels (each containing 6+ acres) north of Cooley Road of which one parcel is developed with a single-family residence. The parcel located south of Cooley Road (4.73 acres) is undeveloped. The existing residence is served by city water. The property is within the city's utility service area and the parcel located south of Cooley Road is within the ISBA.

	Surrounding Zoning	Surrounding Land Use
North	R-2	Urban Low Density (4 units/acre)
South	A	Urban Low Density (4 units/acre)
East	UR-5 and PUD	Single Family Medium Density (5 units/acre)
West	A	Urban Low Density (4 units/acre)

Assessment

Annexation

The subject site is contiguous and compact to the city limits along the eastern property boundary and therefore is eligible for voluntary annexation. Further, the parcel located south of Cooley Road is within the ISBA.

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Urban Low Density (4 units/net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Agriculture (1 unit/acre) per FLU Policies 1-2.1.1 and 1-2.8.1 on 24.5 ± acres. The existing adjacent Land Uses are City Single Family Medium Density (5 units/acre) and Lake County Urban Low Density (4 units/acre). The subject properties are within the City's Utility Service Area.

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

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum residential development potential is 98 residential units per Lake County Future Land Use (FLU) Policy I-1.3.3. The proposed land use of Agriculture allows the maximum development potential of 25 residential units per FLU Policy 1-2.1.2. The net result is a decrease of 73 residential units.

The data and analysis indicate that there is a need for additional residential lands to meet the projected need for the planning year 2035. The addition of 25 units would assist in meeting this need.

The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

Policy 1-2.1.1: Land Use Designations, and Maximum Intensity and Density.

1. Agriculture - 1 unit/acre. Development shall be limited to detached single-family and agricultural pursuits...

Policy 1-2.8.1: Agriculture Designation.

The City has incorporated within the Land Development Regulation provisions for Agricultural Residential zoning district. This district shall allow limited agricultural pursuits and residential development.

Policy 1-1.10.1: Land Use Allocation.

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

Policy 1-1.10.2: Promote Orderly, Compact Growth.

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

Trip Generation Analysis

A trip generation analysis was conducted on the existing and proposed land use utilizing a maximum development scenario. The result indicates that the amendment would decrease traffic by 689 trips. SR 19 is designated as an arterial roadway with an adopted Level of Service (LOS) of D. Maxwell Road is a local roadway with an adopted LOS of D. The amendment will not degrade the LOS.

Proposed Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	25 Units	210	236	24	15	9
TOTAL GROSS TRIPS (PROPOSED)			236	24	15	9

* 11th Edition

Existing Land Use Program

Land Use	Size/Unit	ITE Code	Daily Trips	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
Single Family	98 Units	210	925	92	58	34
TOTAL GROSS TRIPS (EXISTING)			925	92	58	34

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

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
TOTAL NET TRIPS (PROPOSED – EXISTING)	-68	-43	-25

School Impact Analysis

The amendment will reduce school impacts by 22 students as outlined below.

Existing County Land Use Residential Units: 98 SF units

Proposed Development Residential Units: 25 SF units

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

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

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

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	98	0.140	14	0	0.091	0	14
MIDDLE	98	0.072	7	0	0.037	0	7
HIGH	98	0.100	10	0	0.041	0	10
GRAND TOTAL							31

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

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

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
ELEMENTARY	25	0.140	4	0	0.091	0	4
MIDDLE	25	0.072	2	0	0.037	0	2
HIGH	25	0.100	3	0	0.041	0	3
GRAND TOTAL							9

Potable Water Analysis

The subject site is within the City of Umatilla's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .733 MGD (SJRWMD CUP 2646-6). The City has a negative capacity of -0.074 MGD (includes Smith Legacy amendment) for concurrency purposes and an analysis was conducted of the proposed amendment based on maximum intensity land

use and the City's Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will cause a deficiency (-.0074).

Chapter 9, Section 2(c) of the LDRs outlines the standards to be met for concurrency. Item 2 indicates that the necessary facilities and services are in place at the time a development permit is issued, or a development permit is issued subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the development are anticipated to occur. It should be noted that the City is in the process of increasing the consumptive use permit capacity and is scheduled within 2025.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The city has an existing agreement with the City of Eustis for wastewater (Resolution 2018-46). The agreement allows for a maximum of 300,000 gallons per day (0.3 MGD) and the current usage is 166,000 gallons per day (0.166 MGD) with a remaining capacity of 131,800 gallons per day (0.1318 MGD). The proposed amendment (0.0028 MGD) would not cause a deficiency in the City's Level of Service standards and the city would have 129,000 gallons per day (0.129 MGD) remaining (Table 2).

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 50 and the estimated solid waste is 250 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

The subject site is currently undeveloped and is partially located within the 100-year flood plain associated with Twin Lake. Should protected species occur, prior to development appropriate regulatory permits will be required.

Rezoning

The applicant is requesting that the site be rezoned from Lake County Agriculture (A) to City of Umatilla Agriculture Residential (AR-1). The rezoning to AR-1 is compatible with the adjacent zonings of A, UR-5 and PUD. The AR-1 zoning will allow the continued use of residential and limited agricultural pursuits. The minimum lot size is 43,560 sf (1 acre); however, it is the applicant's intent to maintain the existing parcels as is (6.07-acre, 6.07-acre, 7.53-acre, and 4.73 acre). Along the eastern property line, north of Cooley Road, are two subdivisions, Hunter Oaks (0.26+ acre lots – 11,325+ sf) and Grand Ridge Estates (0.50 acre lots – 21,780 sf). South of Maxwell Road is the approved PUD development known as Glendale Groves (14,500 sf) and west of Maxwell Road is the approved development known as Turtle Cove (11,240 sf).

Recommendation

Annexation

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

SSCPA

The proposed amendment to Agriculture is consistent with the comprehensive plan as previously outlined. Water concurrency can be met subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the subject development are anticipated to occur. It should be noted that the city is in the process of renewing the Consumptive Use Permit. Staff recommends approval.

Rezoning

The proposed rezoning of Agriculture Residential (AR-1) is consistent with the comprehensive plan and land development regulations as previously outlined. Concurrency review based on the proposed zoning and current usage indicates that there is sufficient water capacity to serve the proposed development (Table 3). Staff recommends approval.

Table 1 – Water Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						-0.0074 *
Yancey	24.5	Urban Low Density (4 units/acre)	Agriculture (1 Units/Acre)	25 units	.0075	-.0075
Total	24.5					- 0.0149

*Includes Smith Legacy Amendment

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

Persons per household – 2.0

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.129*
Yancey	24.5	Urban Low Density (4 units/acre)	Agriculture (1 Unit/Acre)	25 units	0.005	0.005
	24.5					0.124

*Includes Smith Legacy Amendment

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc
Commercial based on 850 gpd per acre
2.0 Persons per household

Table 3 – Water Analysis Based on Zoning

Ordinance #	Acres	Proposed City Zoning	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity					0.280*
Yancey	24.5	Agriculture Residential	5 SF units	0.0015	0.0015
Total	24.5				0.278

* Includes Smith Legacy

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

2.0 Persons per household

ORDINANCE 2025-F1

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(B); AMENDING THE LAND USE DESIGNATION OF 24.5 ± ACRES OF LAND DESIGNATED AS LAKE COUNTY URBAN LOW DENSITY TO CITY AGRICULTURE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FREDERICK D. YANCEY, III AND BARBARA C. YANCEY, TRUSTEES LOCATED NORTH OF COOLEY ROAD AND WEST OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from Frederick D. Yancey, III and Barbara C. Yancey, Trustee as owner (“Owner”) requesting that real property within the city limits of the City of Umatilla (“City”) be assigned a Land Use designation from Lake County Urban Low Density to City of Umatilla Agriculture per the City’s Comprehensive Plan; and

WHEREAS, the Land Use amendment would facilitate residential development and is in compliance with the policies of the City’s Comprehensive Plan; and

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

WHEREAS, the City’s Local Planning Agency has reviewed the proposed Land Use amendment to the Comprehensive Plan and provided recommendations to the City Council; and

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

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

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

Section 1: Purpose and Intent. That the Land Use designation of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be amended from Lake County Urban Low Density to Agriculture, as depicted on the map attached hereto as Exhibit “A”, and as defined in the City’s Comprehensive Plan.

PROPERTY LEGAL DESCRIPTION: The East 528 feet of the Southeast ¼ of the Southeast ¼ of the Southwest ¼ of Section 1, Township 18 South, Range 26 East, Lake County, Florida;

And

That part of the East ½ of the Southwest ¼ of Section 1, Township 18 South, Range 26 East, bounded and described as follows: Begin at the Southeast corner of the North ½ of the Southeast ¼ of the Southwest ¼, said Section 1 and run thence West 643.5 feet, said point being hereby designated as Point “A”, begin again at the Point of Beginning and run thence North 891 feet, thence West 495 feet, thence Southwesterly along a straight line to the above designated Point “A” (“Property”);

And

The North ½ of the Northeast ¼ of the Northeast ¼ of the Northwest ¼ of Section 12, Township 18 South, Range 26 East, Lake County, Florida;

Alternate Key # 1094160, 1108659, 3871762 and 3799856

- A. That a copy of this Land Use amendment shall be filed in the City Clerk's office as a matter of permanent record of the City, and that matters and contents therein are made a part of this Ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.
- B. The City Clerk is hereby directed to transmit a copy of this Ordinance to the appropriate governmental agencies pursuant to Chapter 163, Florida Statutes.
- C. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the City's Comprehensive Plan Land Use Map.

Section 2: Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

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

Section 4: Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5: Effective Date. This Ordinance shall become effective 31 days after its adoption by the City Council. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

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

Christopher R. Creech, Mayor
City of Umatilla, Florida

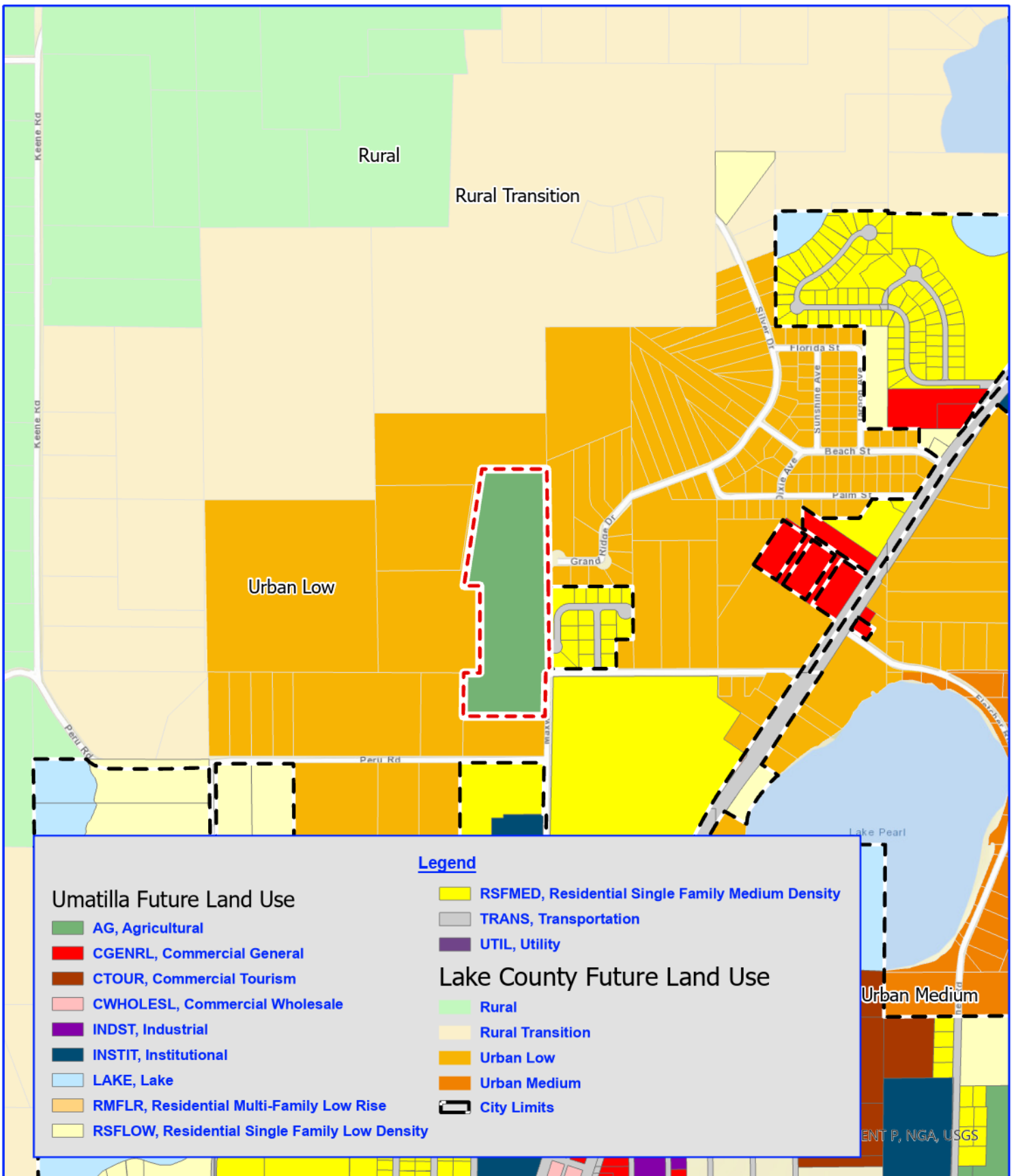
ATTEST:

Approved as to Form:

Jessica Burnham
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)



Scale: 1:12,000

Yancey Trust

Umatilla, Florida

Proposed Future Land Use Map

Project: 399/25/07
 File: Hidden Yancey Trust
 Name: FLU
 PM: S. Lindh
 Date: May 2, 2025
 Created By: T. Kalebaugh





Business Impact Estimate Exemption

Ordinance 2025- F1– Yancey Trust SSCPA

Summary of Ordinance: **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(B); AMENDING THE LAND USE DESIGNATION OF 24.5 ± ACRES OF LAND DESIGNATED AS LAKE COUNTY URBAN LOW DENSITY TO CITY AGRICULTURE IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FREDERICK D. YANCEY, III AND BARBARA C. YANCEY, TRUSTEES LOCATED NORTH OF COOLEY ROAD AND WEST OF MAXWELL ROAD; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

¹ See Section 166.041(4), Florida Statutes.

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



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: June 2, 2025

MEETING DATE: June 17, 2025

SUBJECT: Final Reading of Ordinance No. 2025-F2, Yancey Trust Rezoning

BACKGROUND SUMMARY:

The applicant is requesting that the site be rezoned from Lake County Agriculture (A) to City of Umatilla Agriculture Residential (AR-1). The rezoning to AR-1 is compatible with the adjacent zonings of A, UR-5 and PUD. The AR-1 zoning will allow the continued use of residential and limited agricultural pursuits.

The minimum lot size is 43,560 sf (1 acre); however, it is the applicant's intent to maintain the existing parcels as is (6.07-acre, 6.07-acre, 7.53-acre, and 4.73-acre). Along the eastern property line, north of Cooley Road, are two subdivisions, Hunter Oaks (0.26+ acre lots – 11,325+ sf) and Grand Ridge Estates (0.50-acre lots – 21,780 sf). South of Maxwell Road is the approved PUD development known as Glendale Groves (14,500 sf) and west of Maxwell Road is the approved development known as Turtle Cove (11,240 sf).

RECOMMENDATIONS:

Approval of Final Reading of Ordinance No. 2025-F2, Yancey Trust Rezoning

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report Ordinance No. 2025-F2
 2. Ordinance No. 2025-F2, Rezoning
 3. business-impact-estimate-_Ord 2025-F2
-

CITY OF UMATILLA
PROJECT REVIEW STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC
ANNEXATION, SSCPA AND REZONING

Owner: Frederick D. Yancey, III and Barbara C. Yancey, Trustees

General Location: West of Maxwell Road and North of Cooley Road

Number of Acres: 24.5 ± acres

Existing Zoning: Agriculture

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

Proposed Zoning: Agriculture Residential (AR-1)

Proposed Land Use: Agriculture (1 unit/acre)

Date: April 30, 2025

Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for four (4) parcels totaling 24.5 ± acres site. There are three (3) existing parcels (each containing 6+ acres) north of Cooley Road of which one parcel is developed with a single-family residence. The parcel located south of Cooley Road (4.73 acres) is undeveloped. The existing residence is served by city water. The property is within the city's utility service area and the parcel located south of Cooley Road is within the ISBA.

	Surrounding Zoning	Surrounding Land Use
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Assessment

Annexation

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Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Urban Low Density (4 units/net acre) per Future Land Use (FLU) Policy I-1.3.3 to City of Umatilla Agriculture (1 unit/acre) per FLU Policies 1-2.1.1 and 1-2.8.1 on 24.5 ± acres. The existing adjacent Land Uses are City Single Family Medium Density (5 units/acre) and Lake County Urban Low Density (4 units/acre). The subject properties are within the City's Utility Service Area.

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

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The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

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1. Agriculture - 1 unit/acre. Development shall be limited to detached single-family and agricultural pursuits...

Policy 1-2.8.1: Agriculture Designation.

The City has incorporated within the Land Development Regulation provisions for Agricultural Residential zoning district. This district shall allow limited agricultural pursuits and residential development.

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Policy 1-1.10.2: Promote Orderly, Compact Growth.

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

Trip Generation Analysis

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TOTAL GROSS TRIPS (EXISTING)			925	92	58	34

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

Land Use	PM Peak Hour Trips	PM Trips Enter	PM Trips Exit
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MIDDLE	98	0.072	7	0	0.037	0	7
HIGH	98	0.100	10	0	0.041	0	10
GRAND TOTAL							31

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

TABLE 2
STUDENTS GENERATED BASED ON PROPOSED DEVELOPMENT

SCHOOL	SF Units	STUDENT GENERATION RATE	STUDENTS GENERATED	MF UNITS	STUDENT GENERATION RATE	STUDENTS GENERATED	GRAND TOTAL
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GRAND TOTAL							9

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The subject site is within the City of Umatilla's Utility Service Area. The City currently owns, operates and maintains a central potable water treatment and distribution system. The permitted plant capacity is 2.290 MGD and the permitted consumptive use permit capacity is .733 MGD (SJRWMD CUP 2646-6). The City has a negative capacity of -0.074 MGD (includes Smith Legacy amendment) for concurrency purposes and an analysis was conducted of the proposed amendment based on maximum intensity land

use and the City's Level of Service (LOS) standards (Table 1). The analysis concludes that the proposed amendment will cause a deficiency (-.0074).

Chapter 9, Section 2(c) of the LDRs outlines the standards to be met for concurrency. Item 2 indicates that the necessary facilities and services are in place at the time a development permit is issued, or a development permit is issued subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the development are anticipated to occur. It should be noted that the City is in the process of increasing the consumptive use permit capacity and is scheduled within 2025.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The city has an existing agreement with the City of Eustis for wastewater (Resolution 2018-46). The agreement allows for a maximum of 300,000 gallons per day (0.3 MGD) and the current usage is 166,000 gallons per day (0.166 MGD) with a remaining capacity of 131,800 gallons per day (0.1318 MGD). The proposed amendment (0.0028 MGD) would not cause a deficiency in the City's Level of Service standards and the city would have 129,000 gallons per day (0.129 MGD) remaining (Table 2).

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated population is 50 and the estimated solid waste is 250 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

The subject site is currently undeveloped and is partially located within the 100-year flood plain associated with Twin Lake. Should protected species occur, prior to development appropriate regulatory permits will be required.

Rezoning

The applicant is requesting that the site be rezoned from Lake County Agriculture (A) to City of Umatilla Agriculture Residential (AR-1). The rezoning to AR-1 is compatible with the adjacent zonings of A, UR-5 and PUD. The AR-1 zoning will allow the continued use of residential and limited agricultural pursuits. The minimum lot size is 43,560 sf (1 acre); however, it is the applicant's intent to maintain the existing parcels as is (6.07-acre, 6.07-acre, 7.53-acre, and 4.73 acre). Along the eastern property line, north of Cooley Road, are two subdivisions, Hunter Oaks (0.26+ acre lots – 11,325+ sf) and Grand Ridge Estates (0.50 acre lots – 21,780 sf). South of Maxwell Road is the approved PUD development known as Glendale Groves (14,500 sf) and west of Maxwell Road is the approved development known as Turtle Cove (11,240 sf).

Recommendation

Annexation

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

SSCPA

The proposed amendment to Agriculture is consistent with the comprehensive plan as previously outlined. Water concurrency can be met subject to the condition that the necessary facilities and services will be in place by a specified date when the impacts of the subject development are anticipated to occur. It should be noted that the city is in the process of renewing the Consumptive Use Permit. Staff recommends approval.

Rezoning

The proposed rezoning of Agriculture Residential (AR-1) is consistent with the comprehensive plan and land development regulations as previously outlined. Concurrency review based on the proposed zoning and current usage indicates that there is sufficient water capacity to serve the proposed development (Table 3). Staff recommends approval.

Table 1 – Water Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						-0.0074 *
Yancey	24.5	Urban Low Density (4 units/acre)	Agriculture (1 Units/Acre)	25 units	.0075	-.0075
Total	24.5					- 0.0149

*Includes Smith Legacy Amendment

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

Persons per household – 2.0

Table 2 – Wastewater Analysis

Ordinance #	Acres	Existing County Land Use	Proposed City Land Use	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity						0.129*
Yancey	24.5	Urban Low Density (4 units/acre)	Agriculture (1 Unit/Acre)	25 units	0.005	0.005
	24.5					0.124

*Includes Smith Legacy Amendment

Estimated wastewater demand based on PF Policy 4-1.2.1 of LOS of 100 gpdpc
Commercial based on 850 gpd per acre
2.0 Persons per household

Table 3 – Water Analysis Based on Zoning

Ordinance #	Acres	Proposed City Zoning	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity					0.280*
Yancey	24.5	Agriculture Residential	5 SF units	0.0015	0.0015
Total	24.5				0.278

* Includes Smith Legacy

Estimated water demand based on PF Policy 4-1.10.1 of LOS of 150 gpdpc

Commercial based on 850 gpd per acre

2.0 Persons per household

ORDINANCE 2025-F2

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 24.5 ± ACRES OF LAND ZONED LAKE COUNTY AGRICULTURE (A) TO THE DESIGNATION OF AGRICULTURE RESIDENTIAL (AR-1) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FREDERICK D. YANCEY, III AND BARBARA C. YANCEY, TRUSTEES LOCATED NORTH OF COOLEY ROAD AND WEST OF MAXWELL ROAD; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by Frederick D. Yancey, III and Barbara C. Yancey, Trustees as Owner, to rezone approximately 24.5 acres of land from Lake County Agriculture (A) to City Agriculture Residential (AR-1);

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

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

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

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

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

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be designated as Agriculture Residential (AR-1), as defined in the Umatilla Land Development Regulations. The property is more particularly described and depicted as set forth below and as depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.

LEGAL DESCRIPTION: The East 528 feet of the Southeast ¼ of the Southeast ¼ of the Southwest ¼ of Section 1, Township 18 South, Range 26 East, Lake County, Florida;

And

That part of the East ½ of the Southwest ¼ of Section 1, Township 18 South, Range 26 East, bounded and described as follows: Begin at the Southeast corner of the North ½ of the Southeast ¼ of the Southwest ¼, said Section 1 and run thence West 643.5 feet, said point being hereby designated as Point "A", begin again at the Point of Beginning and run thence North 891 feet, thence West 495 feet, thence Southwesterly along a straight line to the above designated Point "A" ("Property");

And

The North ½ of the Northeast ¼ of the Northeast ¼ of the Northwest ¼ of Section 12, Township 18 South, Range 26 East, Lake County, Florida.

Alternate Key # 1094160, 1108659, 3871762 and 3799856

Section 2: Zoning Classification.

That the property shall be designated as Agriculture Residential (AR-1), in accordance with Chapter 6, Section 2(a) of the Land Development Regulations of the City of Umatilla, Florida. The property rezoned pursuant to this section shall be subject to the Umatilla Land Development Regulations pertaining to properties within the Agriculture Residential shall be developed according to the Land Development Regulations.

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

Section 4: Severability.

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

Section 5: Scrivener's Errors.

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

Section 6: Effective Date.

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

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

Christopher R. Creech, Mayor
City of Umatilla, Florida

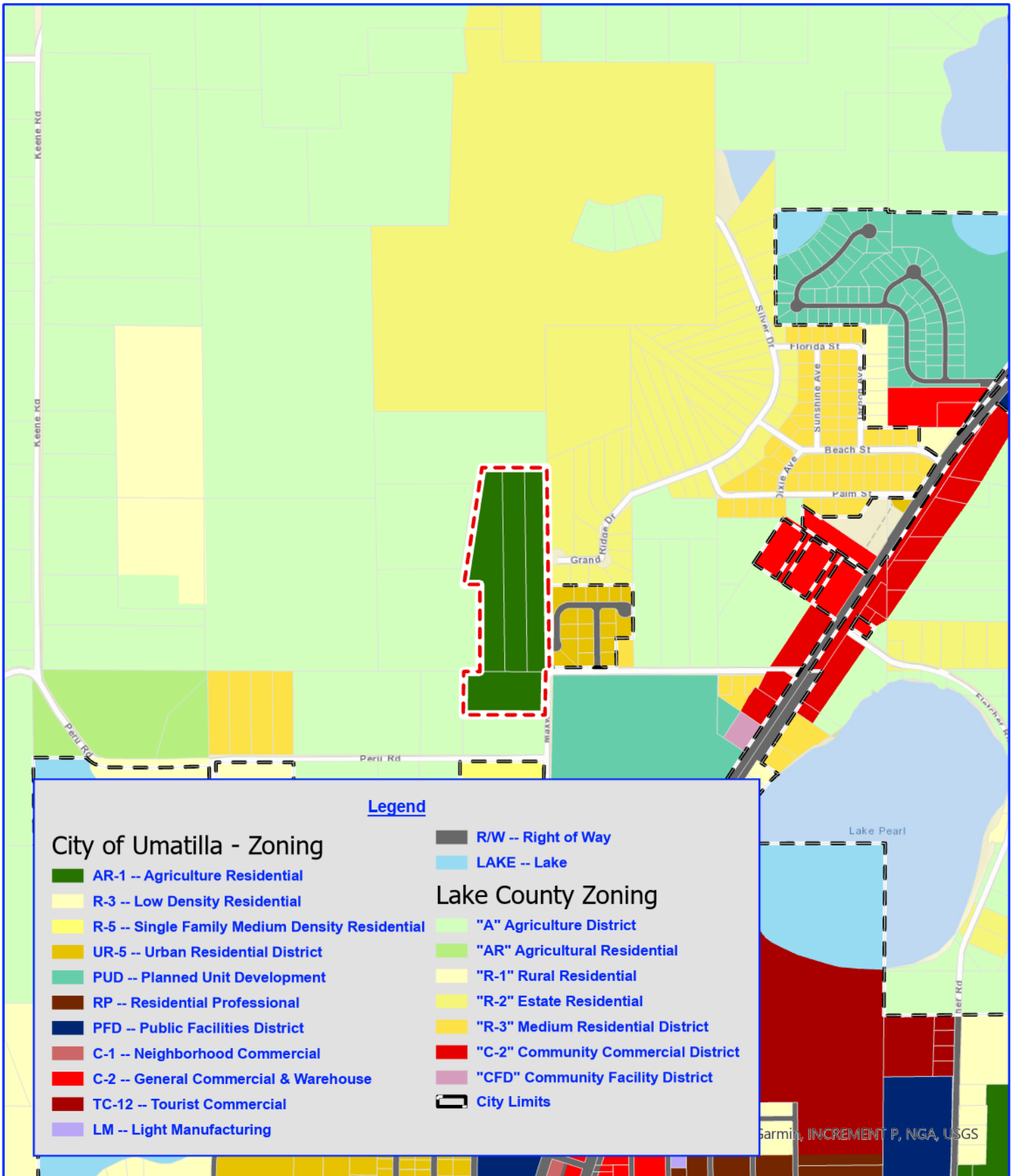
ATTEST:

Approved as to Form:

Jessica Burnham
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)





240 0 240 480 720 960 1,200
Feet
Scale: 1:12,000

Yancey Trust

Umatilla, Florida
Existing Zoning Map

Project: 399/25/07
File: Hidden Yancey Trust
Name: Zoning
PM: S. Lindh
Date: May 2, 2025
Created By: T. Kalebaugh





Business Impact Estimate Exemption

Ordinance 2025- F2– Yancey Trust Rezoning

Summary of Ordinance: : AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 24.5 ± ACRES OF LAND ZONED LAKE COUNTY AGRICULTURE (A) TO THE DESIGNATION OF AGRICULTURE RESIDENTIAL (AR-1) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY FREDERICK D. YANCEY, III AND BARBARA C. YANCEY, TRUSTEES LOCATED NORTH OF COOLEY ROAD AND WEST OF MAXWELL ROAD; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

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

¹ See Section 166.041(4), Florida Statutes.

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



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: June 2, 2025

MEETING DATE: June 17, 2025

SUBJECT: First Reading of Ordinance No. 2025-G, All Steel Storage Umatilla LLC Annexation

BACKGROUND SUMMARY:

The owner is seeking annexation of an existing self-storage facility known as All Steel Storage at the corner of Golden Gem Drive and Lake Fern Road.

The existing facilities consist of an office, 140 self-storage units, 24 temporary storage portables, and a boat and RV storage area.

The existing facility is currently served by city water. The subject site is contiguous and compact to the city limits along the northern, eastern and western property boundaries and therefore is eligible for voluntary annexation. The site is within the ISBA and annexation would remedy an existing enclave.

RECOMMENDATIONS:

Approval of First Reading of Ordinance No. 2025-G, All Steel Storage Umatilla LLC Annexation

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report All Steel Storage Umatilla LLC
 2. All Steel Self Storage Concept plan
 3. Location Map
 4. Ordinance No. 2025-G, Annexation All Steel Storage Umatilla LLC
 5. business-impact-estimate-_Ord 2025-G
-

CITY OF UMATILLA
PROJECT REVIEW STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC
ANNEXATION, SSCPA AND REZONING

Owner: All Steel Storage Umatilla LLC, Alex Qezada

General Location: North of Fern Road and west of Golden Gem Drive

Number of Acres: 3.8 ± acres

Existing Zoning: Lake County Light Industrial (LM)

Existing Land Use: Lake County Industrial

Proposed Zoning: Industrial PUD

Proposed Land Use: Industrial

Date: May 8, 2025

Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for an existing self-storage facility known as All Steel Storage. The existing facilities consist of an office, 140 self-storage units, 24 temporary portable storage, and boat and RV storage area. The existing facility is served by city water.

	Surrounding Zoning	Surrounding Land Use
North	PUD	Industrial
South	Heavy Manufacturing (HM)	Industrial
East	Industrial PUD	Industrial
West	Industrial PUD	Industrial

Assessment

Annexation

The subject site is contiguous and compact to the city limits along the northern, eastern and western property boundary and therefore is eligible for voluntary annexation. The site is within the ISBA and annexation would remedy an existing enclave.

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Industrial (1.0 FAR and .80 ISR) per Future Land Use (FLU) Policy I-1.3.8 to City of Umatilla Industrial (.75 ISR) per FLU Policies 1-2.1.1 and 1-2.9.1 on 3.8 ± acres. The existing adjacent Land Uses are City of Umatilla Industrial and Lake County Industrial. The subject property is within the City's Utility Service Area.

The proposed Industrial category is compatible with the adjacent properties, provides for the continued industrial use, promotes orderly compact growth, and is consistent with the comprehensive plan (FLU Policy 1-2.1.1, 1-2.9.1, 1-1.10.1, and 1-1.10.2).

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential based on the ISR is 138,695 square feet per Lake County Future Land Use (FLU) Policy I-1.3.8. The proposed land use of city Industrial allows the maximum development potential of 124,146 per FLU Policy 1-2.1.2. The net result is a decrease of 14,549 square feet.

The data and analysis indicate that there is a need for additional industrial lands to meet the projected need through the planning year 2035. The addition of 3.8 acres would assist in meeting this need.

The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

Policy 1-2.1.1: Land Use Designations, and Maximum Intensity and Density.

14. Industrial – 75% maximum impervious surface ratio per parcel and maximum building height of 50'. Development shall be limited to general and wholesale commercial and industrial uses such as warehousing, distribution and light manufacturing.

Policy 1-2.9.1: Industrial Designation.

The City has designated industrial land use on the Future Land Use Map where existing industrial uses are located. The City shall also designate land adjacent to these existing industrial areas where future industrial land use are most appropriate and compatible.

Policy 1-1.10.1: Land Use Allocation.

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

Policy 1-1.10.2: Promote Orderly, Compact Growth.

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

Trip Generation Analysis

There is no net change in traffic as the site is developed as a self-storage facility.

Potable Water Analysis

The subject site is currently served by the City of Umatilla and there is no net change.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The city has an existing agreement with the City of Eustis for wastewater (Resolution 2018-46). The agreement allows for a maximum of 300,000 gallons per day (0.3 MGD) and the current usage is 176,000 gallons per day (0.176 MGD) with a remaining capacity of 124,000 gallons per day (0.124 MGD). The proposed amendment (0.0032 MGD) would not cause a deficiency in the City's Level of Service standards and the city would have 120,800 gallons per day (0.1208 MGD) remaining.

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated employees are 2 and the estimated solid waste is 10 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

The subject site is developed as a self-storage facility and is partially located within the 100-year flood plain associated with the onsite wetlands. Appropriate upland buffers will be maintained adjacent to the wetlands.

Rezoning

The applicant is requesting that the site be rezoned from Lake County Light Manufacturing (LM) to City of Umatilla Industrial Planned Unit Development (PUD) to allow the continued use of self-storage with associated office and retail sales (boxes, tape, etc.), temporary POD storage, and RV and Boat storage. The subject site exceeds the minimum requirement for the LM zoning district of 30,000 square feet with a minimum width of 200'. The site is 3.8 acres (165,528 SF) with 332' along Golden Gem Drive. Chapter 6, Section 1(k)(3) states the minimum size for a PUD is ten acres; however, a lesser minimum area may be approved if the City Council determines the intent and purpose of the PUD district and expressed municipal development policy would be served in such case. The rezoning to Industrial PUD is compatible with the adjacent zonings of Industrial PUD within the city and Heavy Manufacturing (HM) within Lake County and would assist the City Council in meeting economic goals.

Recommendation

Annexation

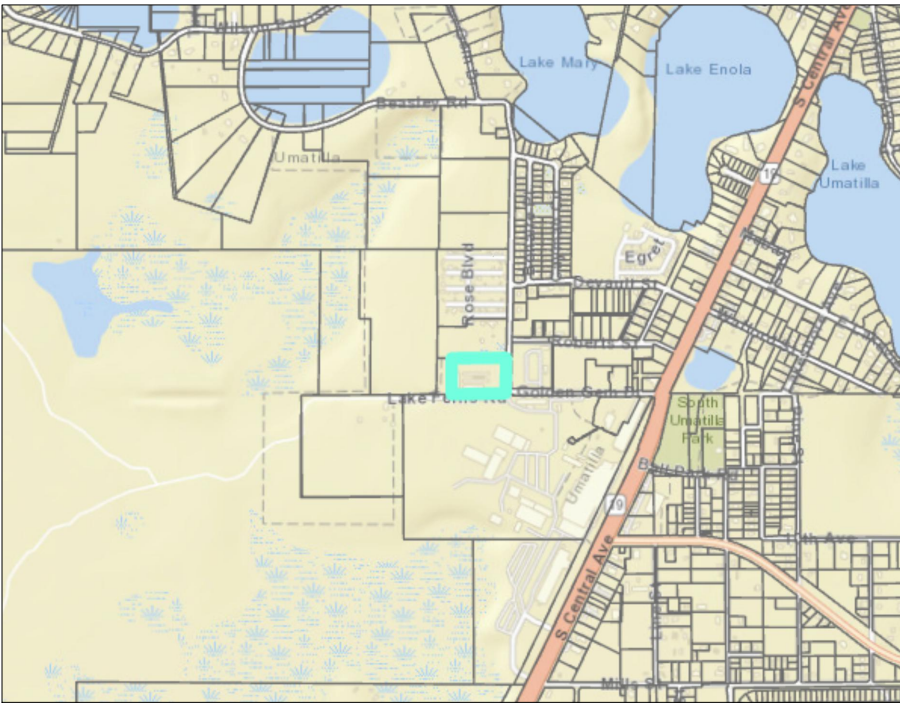
The proposed voluntary annexation is contiguous and compact to the city limits along the northern, eastern and western boundary and would remedy an existing enclave. Staff recommends approval.

SSCPA

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

Rezoning

The proposed rezoning of Industrial PUD is consistent with the comprehensive plan, land development regulations, and economic goals as previously outlined. Staff recommends approval.



Location

Site Data Table:

Alt Key: 1406935
Site: 3.87 AC (168,725 SQ FT)

Existing FLU: Lake County Industrial
Existing Zoning: Lake County Light Industrial

Proposed FLU: Umatilla Industrial
Proposed Zoning: Umatilla PUD

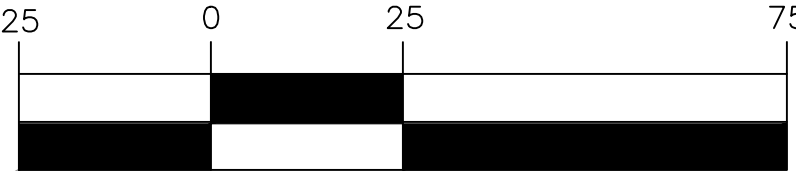
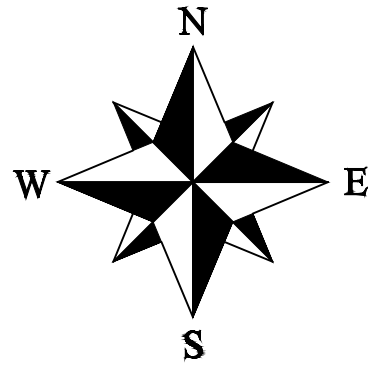
Proposed Uses:
Self Storage with associated retail sales
RV & Boat Storage
Temporary POD Storage

Existing FAR: 14.88% (.54 Acres)
Existing ISR: 22.61% (.85 Acres)
Existing Openspace: 77.39% (3.00 Acres)
Existing Building Height: 1 story 14'

Unit Count:
140 Storage Units
24 Temporary Portable Storage
15 Parking

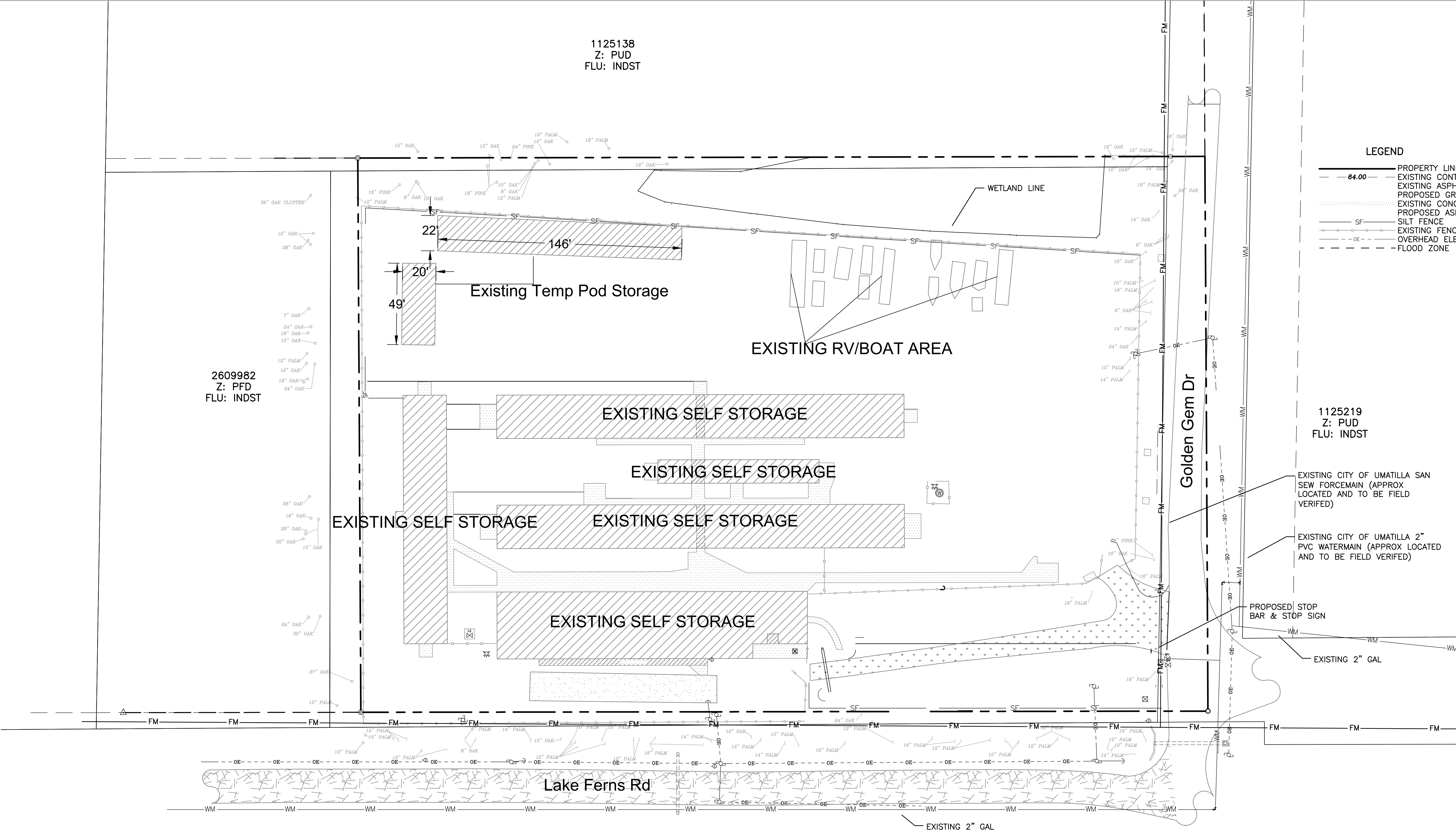
Proposed Utilities
Water and Sewer Provider: Umatilla
Fire Protection: Umatilla

DESCRIPTION:
FROM THE SOUTH 1/4 CORNER OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 26 EAST, RUN N.89°47'05"E, 794.89 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00°23'40"W., 332.38 FEET; THENCE RUN N.89°47'43"E. TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, THENCE RUN SOUTH ALONG THE EAST LINE TO THE SOUTH LINE OF AFORESAID SECTION 14, THENCE RUN S.89°47'05"W. ALONG THE SOUTH LINE OF AFORESAID SECTION 14 TO THE POINT OF BEGINNING, LYING IN LAKE COUNTY, FLORIDA.



(IN FEET)
1 inch = 25 ft.

Concept Plan



LEGEND

- PROPERTY LINE
- 64.00 EXISTING CONTOURS
- EXISTING ASPHALT
- PROPOSED GRAVEL
- EXISTING CONCRETE
- PROPOSED ASPHALT
- SF SILT FENCE
- EXISTING FENCE
- OE OVERHEAD ELECTRIC
- FLOOD ZONE

1125219
Z: PUD
FLU: INDST

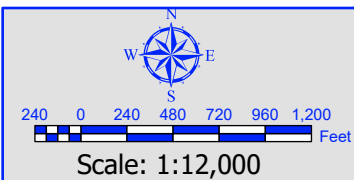
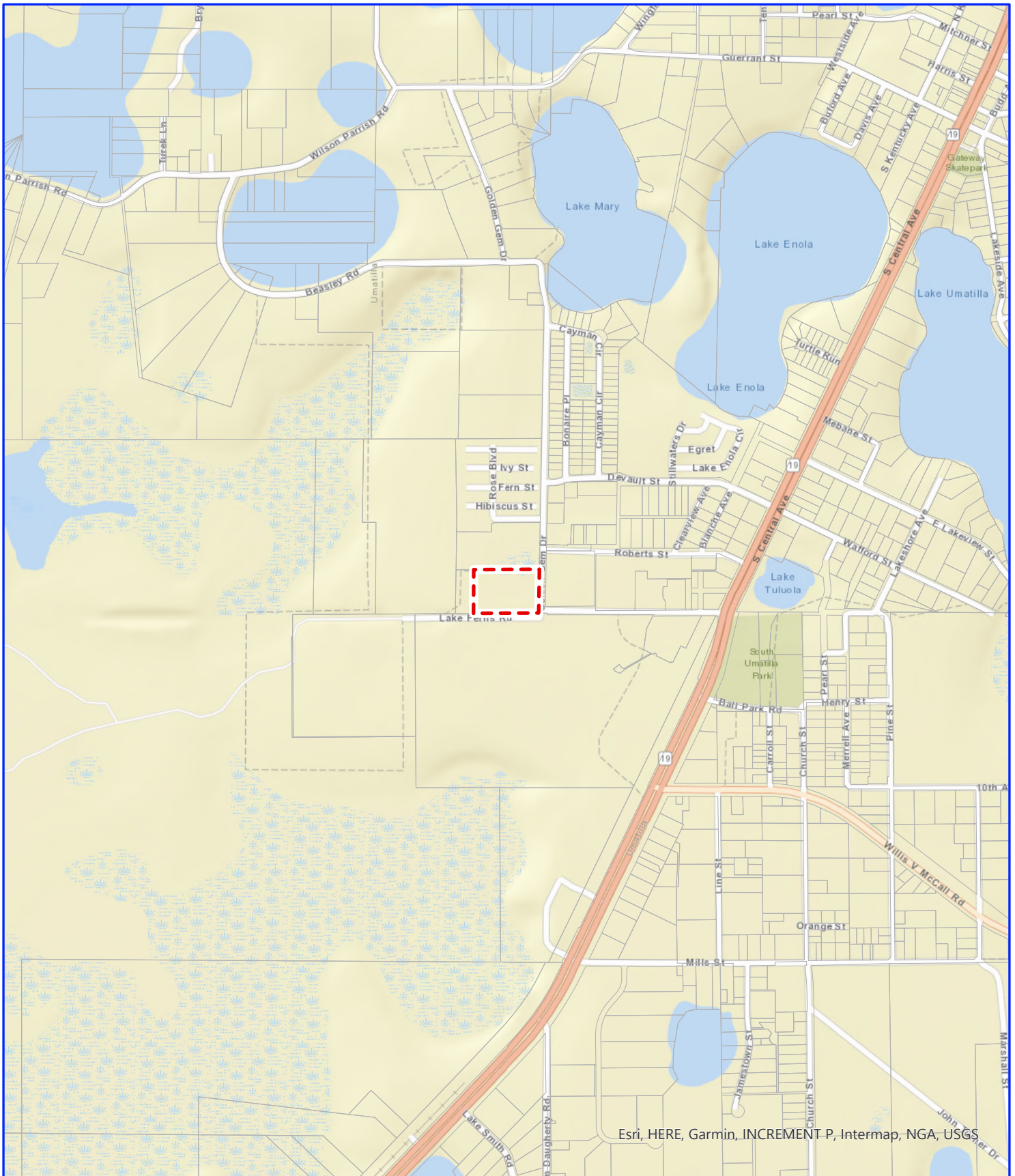
EXISTING CITY OF UMATILLA SAN
SEW FORCEMAIN (APPROX
LOCATED AND TO BE FIELD
VERIFIED)

EXISTING CITY OF UMATILLA 2"
PVC WATERMAIN (APPROX LOCATED
AND TO BE FIELD VERIFIED)

PROPOSED STOP
BAR & STOP SIGN

EXISTING 2" GAL

1588171
Z: LM
FLU: HEAVY INDUSTRIAL



All Steel Storage LLC

Umatilla, Florida
Location Map

Project: 399/25/09
File: Location
Name: All Steel Storage LLC
PM: S. Lindh
Date: May 15, 2025
Created By: T. Kalebaugh



ORDINANCE 2025-G

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, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 3.8 ± ACRES OF LAND GENERALLY LOCATED NORTH OF FERN ROAD AND WEST OF GOLDEN GEM DRIVE; 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 3.8 acres of land generally located north of Fern Road and west of Golden Gem Drive ("Property") by All Steel Storage Umatilla LLC, as owner ("Owner"); and

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 located within the Interlocal Service Boundary Agreement (ISBA) with Lake County.

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 3.8 acres of land generally located north of Fern Road and west of Golden Gem Drive, is hereby incorporated into and made part of the City of Umatilla Florida. The Property is more particularly described and depicted below and as depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.

LEGAL DESCRIPTION: From the South 1/4 corner of Section 14, Township 18 South, Range 26 East, run North 89 degrees 47'05" East 794.89 feet to the Point of Beginning; thence run North 00 degrees 23'40" West 332.38 feet; thence run North 89 degrees 47'43" East to the East line of the Southwest 1/4 of the Southeast 1/4; thence run South along said East line to the South line of aforesaid Section 14, thence run South 89 degrees 47'05" West along the South Line of aforesaid Section 14 to the Point of Beginning, lying in Lake County, Florida.

Alternate Key # 1406935

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 _____, 2025.

Christopher R. Creech, Mayor
City of Umatilla, Florida

ATTEST:

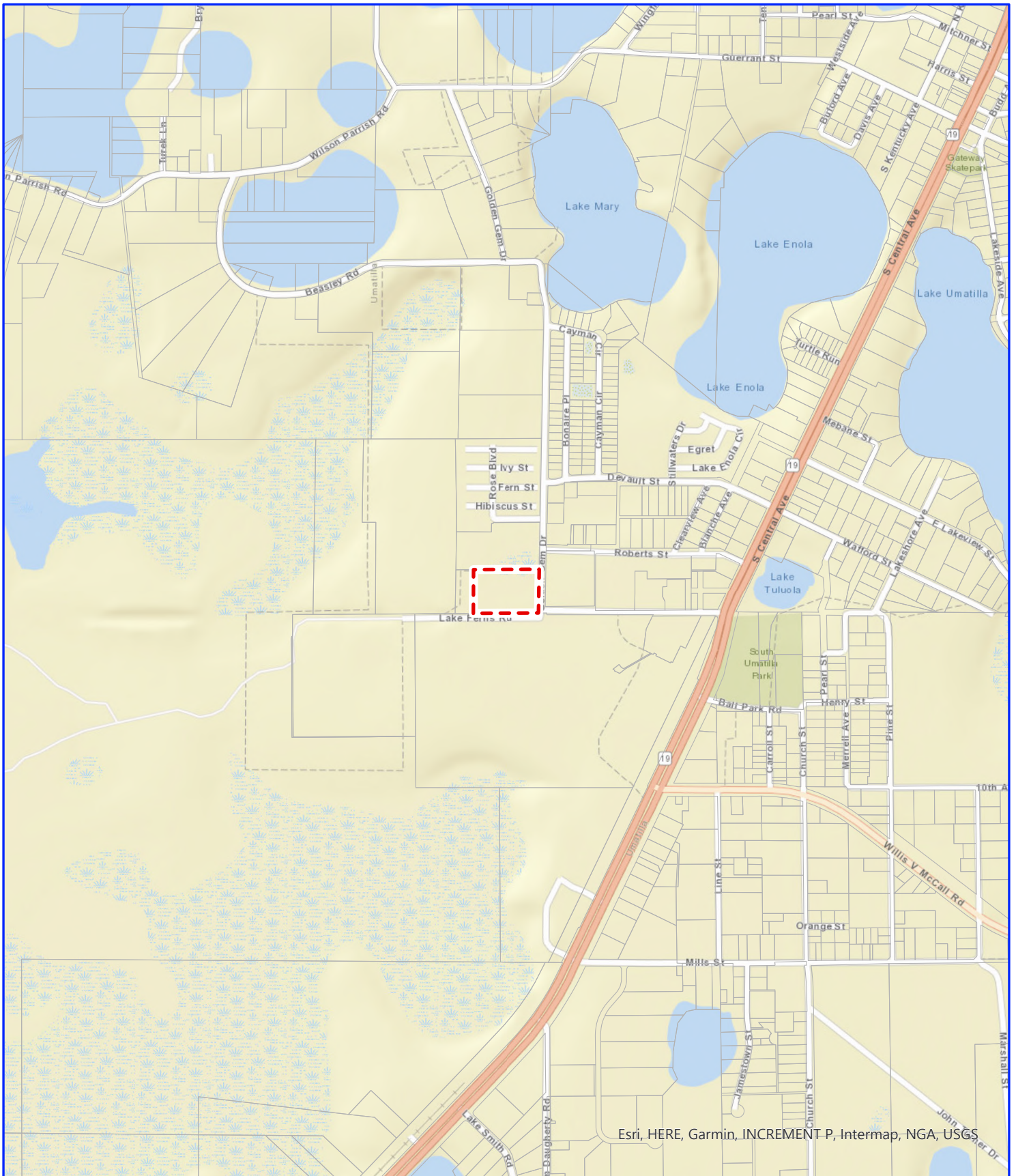
Approved as to Form:

Jessica Burnham, FCRM
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT A



Esri, HERE, Garmin, INCREMENT P, Intermap, USA, USGS



240 0 240 480 720 960 1,200 Feet

Scale: 1:12,000

All Steel Storage LLC

Umatilla, Florida
Location Map

Project: 399/25/09
File: Location
Name: All Steel Storage LLC
PM: S. Lindh
Date: May 15, 2025
Created By: T. Kalebaugh



LAND PLANNING GROUP
— ENTITLEMENT · PLANNING · CONSULTING —
URBAN AND REGIONAL PLANNERS



Business Impact Estimate Exemption

Ordinance 2025- G All Steel Storage Umatilla LLC Annexation

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, TO INCLUDE WITHIN THE CITY LIMITS APPROXIMATELY 3.8 ± ACRES OF LAND GENERALLY LOCATED NORTH OF FERN ROAD AND WEST OF GOLDEN GEM DRIVE; 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.**

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

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

¹ See Section 166.041(4), Florida Statutes.

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



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: June 2, 2025

MEETING DATE: June 17, 2025

SUBJECT: First Reading of Ordinance No.2025-G1, All Steel Storage Umatilla LLC, Small Scale Comp Plan Amendment

BACKGROUND SUMMARY:

The applicant is requesting a comprehensive plan amendment from Lake County Industrial Future Land Use to City of Umatilla Industrial Future Land Use on 3.8 ± acres. The existing adjacent Land Uses are City of Umatilla Industrial and Lake County Industrial. The subject property is within the City's Utility Service Area.

The proposed Industrial category is compatible with the adjacent properties, provides for continued industrial use, promotes orderly compact growth, and is consistent with the comprehensive plan.

For comprehensive plan purposes, a maximum development scenario was utilized. Under the existing land use, the maximum development potential based on the ISR is 138,695 square feet per Lake County Future Land Use. The proposed land use of City Industrial allows the maximum development potential of 124,146 square feet, with a **net decrease of 14,549 square feet.**

The data and analysis indicate that there is a need for additional industrial lands to meet the projected need through the planning year 2035. The addition of 3.8 acres would assist in meeting this need.

RECOMMENDATIONS:

Approval of First Reading of Ordinance No. 2025-G1, All Steel Storage Umatilla LLC, Small Scale Comp Plan Amendment

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report All Steel Storage LLC Umatilla V2
 2. Ordinance No. 2025-G1, SSCPA All Steel Storage Umatilla, LLC
 3. business-impact-estimate-_Ord 2025-G1
-

CITY OF UMATILLA
PROJECT REVIEW STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC
ANNEXATION, SSCPA AND REZONING

Owner: All Steel Storage Umatilla LLC, Alex Qezada

General Location: North of Fern Road and west of Golden Gem Drive

Number of Acres: 3.8 ± acres

Existing Zoning: Lake County Light Industrial (LM)

Existing Land Use: Lake County Industrial

Proposed Zoning: Industrial PUD

Proposed Land Use: Industrial

Date: May 8, 2025

Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for an existing self-storage facility known as All Steel Storage. The existing facilities consist of an office, 140 self-storage units, 24 temporary portable storage, and boat and RV storage area. The existing facility is served by city water.

	Surrounding Zoning	Surrounding Land Use
North	PUD	Industrial
South	Heavy Manufacturing (HM)	Industrial
East	Industrial PUD	Industrial
West	Industrial PUD	Industrial

Assessment

Small Scale Comprehensive Plan Map Amendment

The applicant is requesting an amendment from Lake County Industrial (1.0 FAR and .80 ISR) per Future Land Use (FLU) Policy I-1.3.8 to City of Umatilla Industrial (.75 ISR) per FLU Policies 1-2.1.1 and 1-2.9.1 on 3.8 ± acres. The existing adjacent Land Uses are City of Umatilla Industrial and Lake County Industrial. The subject property is within the City's Utility Service Area.

The proposed Industrial category is compatible with the adjacent properties, provides for the continued industrial use, promotes orderly compact growth, and is consistent with the comprehensive plan (FLU Policy 1-2.1.1, 1-2.9.1, 1-1.10.1, and 1-1.10.2).

For comprehensive plan purposes a maximum development scenario was utilized. Under the existing land use the maximum development potential based on the ISR is 138,695 square feet per Lake County Future Land Use (FLU) Policy I-1.3.8. The proposed land use of city Industrial allows the maximum development potential of 124,146 per FLU Policy 1-2.1.2. The net result is a decrease of 14,549 square feet.

The data and analysis indicate that there is a need for additional industrial lands to meet the projected need through the planning year 2035. The addition of 3.8 acres would assist in meeting this need.

The proposed amendment is consistent with the comprehensive plan and meets the following policies (among others):

Policy 1-2.1.1: Land Use Designations, and Maximum Intensity and Density.

14. Industrial – 75% maximum impervious surface ratio per parcel and maximum building height of 50'. Development shall be limited to general and wholesale commercial and industrial uses such as warehousing, distribution and light manufacturing.

Policy 1-2.9.1: Industrial Designation.

The City has designated industrial land use on the Future Land Use Map where existing industrial uses are located. The City shall also designate land adjacent to these existing industrial areas where future industrial land use are most appropriate and compatible.

Policy 1-1.10.1: Land Use Allocation.

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

Policy 1-1.10.2: Promote Orderly, Compact Growth.

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

Trip Generation Analysis

There is no net change in traffic as the site is developed as a self-storage facility.

Potable Water Analysis

The subject site is currently served by the City of Umatilla and there is no net change.

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area. The city has an existing agreement with the City of Eustis for wastewater (Resolution 2018-46). The agreement allows for a maximum of 300,000 gallons per day (0.3 MGD) and the current usage is 176,000 gallons per day (0.176 MGD) with a remaining capacity of 124,000 gallons per day (0.124 MGD). The proposed amendment (0.0032 MGD) would not cause a deficiency in the City's Level of Service standards and the city would have 120,800 gallons per day (0.1208 MGD) remaining.

Solid Waste Analysis

The LOS for solid waste is 5 lbs per day per capita. The estimated employees are 2 and the estimated solid waste is 10 lbs per day. The proposed amendment will not cause a deficiency in the LOS.

Environmental Analysis

The subject site is developed as a self-storage facility and is partially located within the 100-year flood plain associated with the onsite wetlands. Appropriate upland buffers will be maintained adjacent to the wetlands.

ORDINANCE 2025-G1

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(B); AMENDING THE LAND USE DESIGNATION OF 3.8 ± ACRES OF LAND DESIGNATED AS LAKE COUNTY INDUSTRIAL TO CITY INDUSTRIAL IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY ALL STEEL STORAGE LLC, LOCATED NORTH OF FERN ROAD AND WEST OF GOLDEN GEM DRIVE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been received from All Steel Storage Umatilla LLC, as owner ("Owner") requesting that real property within the city limits of the City of Umatilla ("City") be assigned a Land Use designation from Lake County Industrial to City of Umatilla Industrial per the City's Comprehensive Plan; and

WHEREAS, the Land Use amendment would facilitate industrial development and is in compliance with the policies of the City's Comprehensive Plan; and

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

WHEREAS, the City's Local Planning Agency has reviewed the proposed Land Use amendment to the Comprehensive Plan and provided recommendations to the City Council; and

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

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

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

Section 1: Purpose and Intent. That the Land Use designation of the following described property, being situated in the City of Umatilla, Florida, shall hereafter be amended from Lake County Industrial to City Industrial, as depicted on the map attached hereto as Exhibit "A", and as defined in the City's Comprehensive Plan.

PROPERTY LEGAL DESCRIPTION: : From the South 1/4 corner of Section 14, Township 18 South, Range 26 East, run North 89 degrees 47'05" East 794.89 feet to the Point of Beginning; thence run North 00 degrees 23'40" West 332.38 feet; thence run North 89 degrees 47'43" East to the East line of the Southwest 1/4 of the Southeast 1/4; thence run South along said East line to the South line of aforesaid Section 14, thence run South 89 degrees 47'05" West along the South Line of aforesaid Section 14 to the Point of Beginning, lying in Lake County, Florida.

Alternate Key # 1406935

- A. That a copy of this Land Use amendment shall be filed in the City Clerk's office as a matter of permanent record of the City, and that matters and contents therein are made a part of this Ordinance by reference as fully and completely as if set forth herein, and such copy shall remain on file in said office available for public inspection.
- B. The City Clerk is hereby directed to transmit a copy of this Ordinance to the appropriate governmental agencies pursuant to Chapter 163, Florida Statutes.
- C. That the City Manager, after passage of this Ordinance, is hereby directed to indicate the changes adopted in this Ordinance and to reflect the same on the City's Comprehensive Plan Land Use Map.

Section 2: Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

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

Section 4: Scrivener's Errors. Scrivener's errors in the legal description may be corrected without a public hearing or at public meeting, by re-recording the original ordinance or a certified copy of the ordinance and attaching the correct legal description.

Section 5: Effective Date. This Ordinance shall become effective 31 days after its adoption by the City Council. If this Ordinance is challenged within 30 days after its adoption, it may not become effective until the state land planning agency or Administrative Commission, respectively, issues a final order determining that this Ordinance is in compliance.

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

Christopher R. Creech, Mayor

ATTEST:

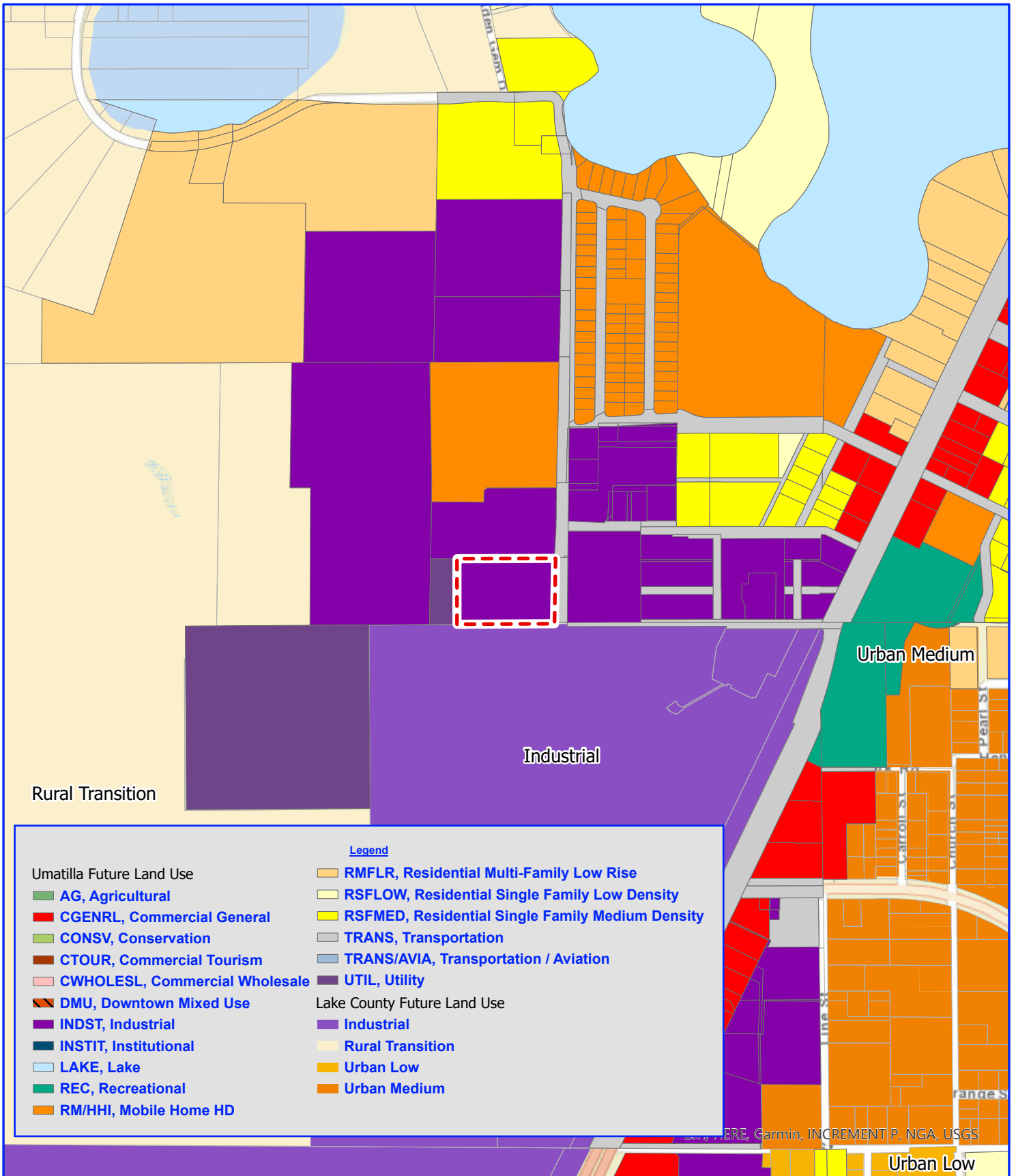
Approved as to Form:

Jessica Burnham, FCRM
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT A





Business Impact Estimate Exemption

Ordinance 2025- G1 All Steel Storage Umatilla LLC SSCPA

Summary of Ordinance: **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 163.3187(1)(B); AMENDING THE LAND USE DESIGNATION OF 3.8 ± ACRES OF LAND DESIGNATED AS LAKE COUNTY INDUSTRIAL TO CITY INDUSTRIAL IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY ALL STEEL STORAGE LLC, LOCATED NORTH OF FERN ROAD AND WEST OF GOLDEN GEM DRIVE; DIRECTING THE CITY MANAGER TO TRANSMIT THE AMENDMENT TO THE APPROPRIATE GOVERNMENTAL AGENCIES PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

¹ See Section 166.041(4), Florida Statutes.

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



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: June 2, 2025

MEETING DATE: June 17, 2025

SUBJECT: First Reading of Ordinance No. 2025-G2, All Steel Storage Umatilla LLC, Rezoning

BACKGROUND SUMMARY:

The applicant is requesting that the site be rezoned from Lake County Light Manufacturing (LM) to City of Umatilla Industrial Planned Unit Development (PUD) to allow the continued use of self-storage with associated office and retail sales (boxes, tape, etc.), temporary POD storage, and RV and Boat storage.

The subject site exceeds the minimum requirement for the LM zoning district of 30,000 square feet with a minimum width of 200'. The site is 3.8 acres (165,528 SF) with 332' along Golden Gem Drive. Chapter 6, Section 1(k)(3) states that the minimum size for a PUD is ten acres; however, a lesser minimum area may be approved if the City Council determines the intent and purpose of the PUD district and expressed municipal development policy would be served in such case. The rezoning to Industrial PUD is compatible with the adjacent zonings of Industrial PUD within the city and Heavy Manufacturing (HM) within Lake County and would assist the City Council in meeting economic goals.

RECOMMENDATIONS:

Approval of First Reading of Ordinance No. 2025-G2, All Steel Storage Umatilla LLC, Rezoning

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report All Steel Storage LLC Umatilla Zoning V2
 2. Ordinance No. 2025-G2, Rezoning All Steel Storage Umatilla LLC
 3. business-impact-estimate-_Ord 2025-G2
-

CITY OF UMATILLA
PROJECT REVIEW STAFF REPORT BY LPG URBAN & REGIONAL PLANNERS, LLC
ANNEXATION, SSCPA AND REZONING

Owner: All Steel Storage Umatilla LLC, Alex Qezada

General Location: North of Fern Road and west of Golden Gem Drive

Number of Acres: 3.8 ± acres

Existing Zoning: Lake County Light Industrial (LM)

Existing Land Use: Lake County Industrial

Proposed Zoning: Industrial PUD

Proposed Land Use: Industrial

Date: May 8, 2025

Description of Project

The owner is seeking annexation, small-scale comp plan amendment and rezoning for an existing self-storage facility known as All Steel Storage. The existing facilities consist of an office, 140 self-storage units, 24 temporary portable storage, and boat and RV storage area. The existing facility is served by city water.

	Surrounding Zoning	Surrounding Land Use
North	PUD	Industrial
South	Heavy Manufacturing (HM)	Industrial
East	Industrial PUD	Industrial
West	Industrial PUD	Industrial

Assessment

Rezoning

The applicant is requesting that the site be rezoned from Lake County Light Manufacturing (LM) to City of Umatilla Industrial Planned Unit Development (PUD) to allow the continued use of self-storage with associated office and retail sales (boxes, tape, etc.), temporary POD storage, and RV and Boat storage. The subject site exceeds the minimum requirement for the LM zoning district of 30,000 square feet with a minimum width of 200'. The site is 3.8 acres (165,528 SF) with 332' along Golden Gem Drive. Chapter

6, Section 1(k)(3) states the minimum size for a PUD is ten acres; however, a lesser minimum area may be approved if the City Council determines the intent and purpose of the PUD district and expressed municipal development policy would be served in such case. The rezoning to Industrial PUD is compatible with the adjacent zonings of Industrial PUD within the city and Heavy Manufacturing (HM) within Lake County and would assist the City Council in meeting economic goals.

Recommendation

Rezoning

The proposed rezoning of Industrial PUD is consistent with the comprehensive plan, land development regulations, and economic goals as previously outlined. Staff recommends approval.

ORDINANCE 2025-G2

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 3.8 ± ACRES OF LAND ZONED LAKE COUNTY LIGHT MANUFACTURING (LM) TO THE DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY ALL STEEL STORAGE UMATILLA LLC LOCATED NORTH OF FERN ROAD AND WEST OF GOLDEN GEM DRIVE; APPROVING A MASTER DEVELOPER'S AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a petition has been submitted by All Steel Storage Umatilla LLC as Owner, to rezone approximately 3.8 acres of land from Lake County Light Manufacturing (LM) to City Planned Unit Development (PUD);

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

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

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

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

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

Section 1: Purpose and Intent.

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

LEGAL DESCRIPTION: From the South 1/4 corner of Section 14, Township 18 South, Range 26 East, run North 89 degrees 47'05" East 794.89 feet to the Point of Beginning; thence run North 00 degrees 23'40" West 332.38 feet; thence run North 89 degrees 47'43" East to the East line of the Southwest 1/4 of the Southeast 1/4; thence run South along said East line to the South line of aforesaid Section 14, thence run South 89 degrees 47'05" West along the South Line of aforesaid Section 14 to the Point of Beginning, lying in Lake County, Florida.

Alternate Key # 1406935

Section 2: Zoning Classification.

That the property shall be designated as Planned Unit Development (PUD), in accordance with Chapter 6, Section 2(k) of the Land Development Regulations of the City of Umatilla, Florida. The property rezoned pursuant to this section shall be subject to the Umatilla Land Development Regulations pertaining to

properties within the Planned Unit Development District shall be developed according to the Master Developer's Agreement attached hereto as Exhibit "B".

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

Section 4: Severability.

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

Section 5: Scrivener's Errors.

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

Section 6: Effective Date.

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

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

Christopher R. Creech, Mayor
City of Umatilla, Florida

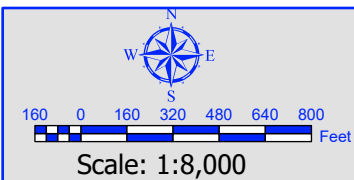
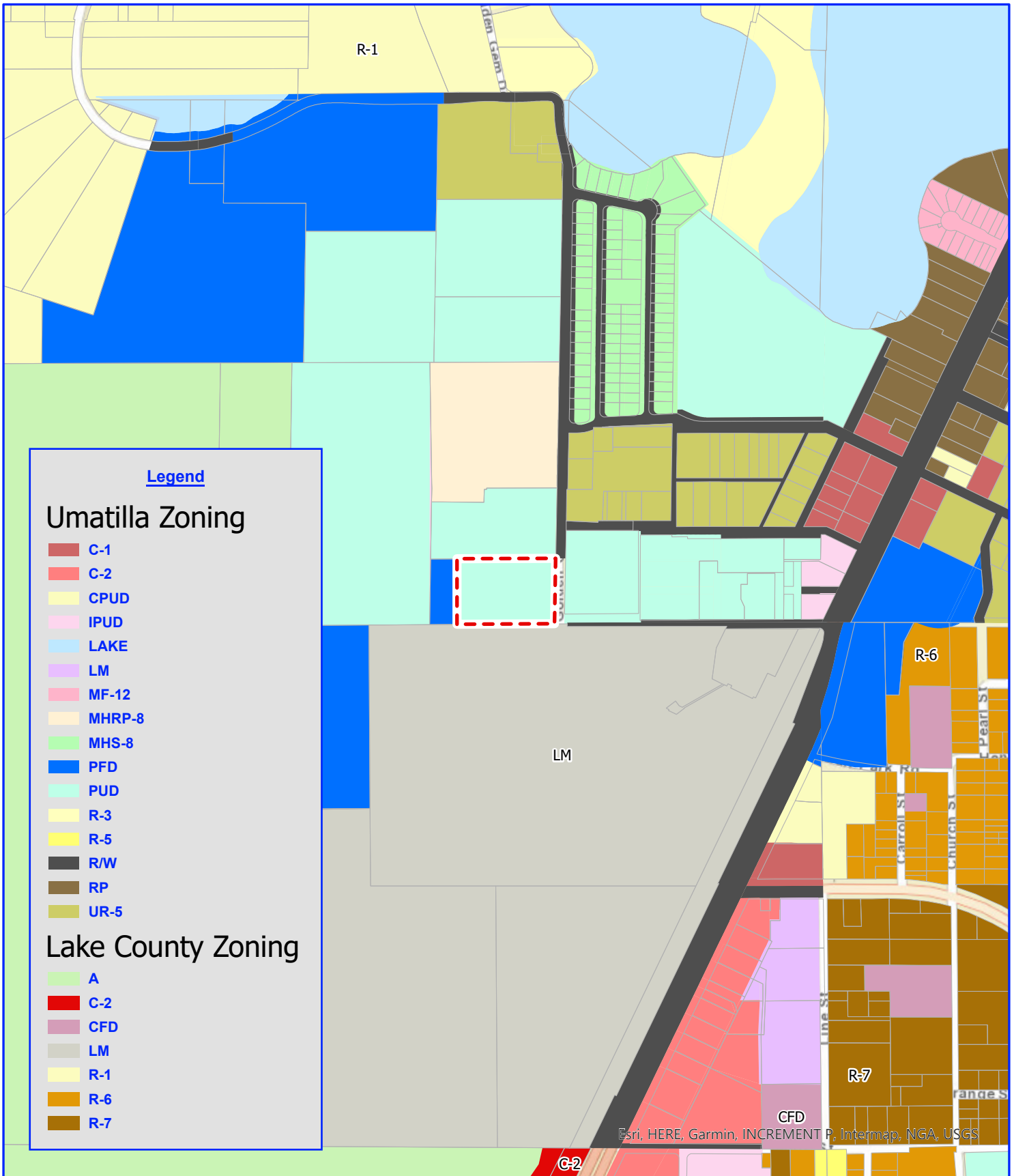
ATTEST:

Approved as to Form:

Jessica Burnham, FCRM
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)



All Steel Self Storage

Umatilla, Florida
Existing Zoning Map

Project: 399/25/09
File: Zoning
Name: All Steel Self Storage
PM: S. Lindh
Date: May 16, 2025
Created By: T. Kalebaugh



MASTER DEVELOPER'S AGREEMENT

This Master Developer's Agreement (the "Agreement") is made this ____ day of _____, 2025, by and between the **CITY OF UMATILLA, a Florida municipal corporation** ("City"), whose address is 1 South Central Avenue, Umatilla, Florida 32784, and **All Steel Storage Umatilla LLC** ("Owner"), whose address is 3225 McLeod Drive, Suite 100, Las Vegas, NV, 89121, hereinafter referred to collectively as the "Parties."

RECITALS

1. The Owner desires to rezone approximately 3.8 ± acres of property within the City of Umatilla, described and depicted as set forth on **Exhibit "A"** attached to and incorporated in this Agreement (hereafter referred to as the "Property").

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

3. Owner has filed applications for rezoning for the Property as an industrial planned unit development.

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

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

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

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

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

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

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

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Conceptual Plan" prepared by _____, dated _____, 2025 and attached as **Exhibit "B"** (the "Plan"). All development shall be consistent with the City's "PUD" (Planned Unit Development) zoning district and, subject to City approval. All land uses must conform to uses and densities/intensities allowed within the land use designations assigned to the Property on the Future Land Use Map of the City's adopted Comprehensive Plan. As

set forth further below, all land use issues addressed herein must be adopted by City through its regular procedures before being effective. Failure of this Agreement to address any particular permit, condition, term, or restriction shall not relieve Owner of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

Section 4. Permitted Uses. Permitted Uses shall be:

- a. Self-storage units
- b. Temporary portable storage units
- c. RV and boat storage
- d. Office with associated retail sales

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

- a. Maximum Impervious Ratio (ISR) – Seventy-five percent (75%)
- b. Minimum Setback requirements shall be:

Front (general)	50'
Side (general)	25'
Side (corner lot facing ROW)	25'
Rear (general)	25'

- c. A twenty-five-foot (25') upland buffer shall be maintained adjacent to the wetlands.
- d. Maximum building height shall be limited to thirty-five feet (35').
- e. Parking: The Applicant will be required to meet the parking requirements of the Umatilla Land Development Regulations for the proposed uses.
- f. For clarity and avoidance of doubt, the open space requirement associated with the development of the Property shall be 25% of the total developable acreage of the Property.
- g. Any zoning standard not specifically listed in this Agreement shall be in compliance with the LM zoning district standards and other applicable sections of the Land Development Code.

Section 6. Site Access and Transportation Improvements. Vehicular access to the Property shall be provided by Golden Gem Drive. Other potential vehicular and pedestrian accesses will be reviewed during the development review process.

- a. The Permittee shall provide all necessary improvements within and adjacent to the development as required by FDOT, Lake County and City of Umatilla.
- b. All roads within the development shall be designed and constructed by the developer to meet the applicable City of Umatilla minimum requirements.

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

Section 8. Water, Wastewater, and Reuse Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, reuse water, irrigation water, and wastewater service (hereafter, "Utilities") exclusively through purchase from City when available. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities (e.g. lift stations and lines) as well as pay for the extension of facilities from City's current point of connection. Owner shall also construct, at Owner's expense, "dry" utility lines for reclaimed water purposes. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. In the event the City requests that

Owner construct utility lines in excess of the size needed to serve the Property, City and Owner shall negotiate in good faith to enter into a utility upsizing agreement.

Section 9. Impact Fees. Owner shall be required to pay impact fees as established by City from time to time, including water, wastewater, police and fire impact fees. The amount to be paid shall be the adopted impact fee rate schedule at the time of building permit issuance. Notwithstanding the foregoing, Owner may, at any time, elect to pre-pay such impact fees as Owner submits full payment to the City for the impact fees in effect at the time such payment is made. In such event, such pre-payment shall result in pre-paid impact fee credits for the Property which shall be applied by the City upon the issuance of building permits. The City hereby agrees to reserve utility capacity for the Property provided that Owner is in full compliance with the terms and conditions of this Agreement.

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

Section 11. Landscaping/Buffers. The existing twenty-five-foot (25') landscape buffers shall be maintained.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all applicable City of Umatilla Land Development Code pertaining to tree removal and replacement.

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

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

Section 14. Environmental Considerations. The Owner agrees to comply with all Federal, State, County, and City laws, rules and regulations regarding any environmental issues affecting the Property.

Section 15. Signage. Owner shall submit a master sign plan. Such plan shall be in compliance with all applicable regulations contained within the City of Umatilla's Land Development Code, unless City grants a waiver or variance pursuant to the City's Land Development Code.

Section 16. Title Opinion. Owner shall provide to City, in advance of the City's execution of this Agreement, a title opinion of an attorney licensed in the State of Florida, or a certification by an abstractor or title company authorized to do business in the State of Florida, showing marketable title to the Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Section 17. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Code and City Code provisions, as amended, as well as regulations of County, State, local, and Federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 18. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 19. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 20. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 21. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. Owner consents to the placement of a claim of lien on the Property upon default in payment of any obligation herein without precluding any other remedies of City. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 22. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 23. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 24. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286 352-669-3125 Telephone
Copy to:	Mayor City of Umatilla P.O. Box 2286 Umatilla, Florida 32784-2286 352-669-3125 Telephone Kevin Stone Stone & Gerken, P.A. 4850 N. Highway 19A Mount Dora, FL 32757 352-357-0330 Telephone

As to Owner:	All Steel Storage Umatilla LLC 3225 McLeod Drive, Suite 100 Las Vegas, NV 89121 407-404-3225 Telephone
Copy to:	

Section 26. Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 27. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate five (5) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

Section 28. Amendment. Amendments to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

Section 29. Severability. If any part of this Developer's Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Developer's Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Developer's Agreement is declared severable.

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

WITNESSES:

CITY OF UMATILLA, FLORIDA

Printed Name: _____

By: _____
Christopher Creech, Mayor

Printed Name: _____

ATTEST:

Jessica Burnham, CMC
City Clerk

ALL STEEL STORAGE UMATILLA LLC

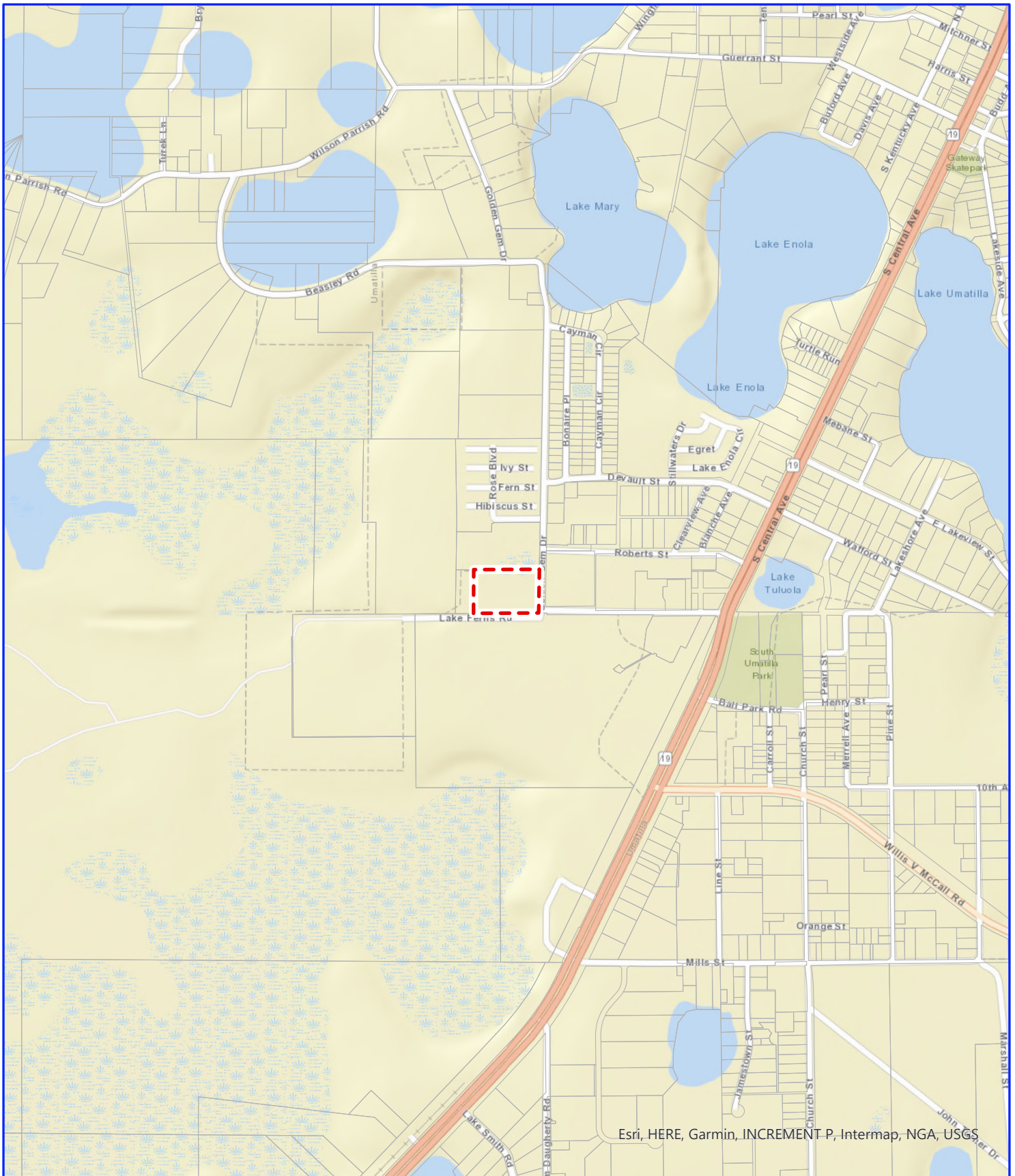
Printed Name: _____

By: _____
Printed Name: _____
As its: _____

Printed Name: _____

[NOTARY BLOCK FOR OWNER EXECUTION]

EXHIBIT A



Esri, HERE, Garmin, INCREMENT P, Intermap, NG, USGS



240 0 240 480 720 960 1,200 Feet

Scale: 1:12,000

All Steel Storage LLC

Umatilla, Florida
Location Map

Project:399/25/09
File: Location
Name: All Steel Storage LLC
PM: S. Lindh
Date: May 15, 2025
Created By: T. Kalebaugh



LAND PLANNING GROUP
— ESTABLISHMENT • PLANNING • CONSULTING —
URBAN AND REGIONAL PLANNERS



Business Impact Estimate Exemption

Ordinance 2025- G2 All Steel Storage Umatilla LLC Rezoning

Summary of Ordinance: AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING 3.8 ± ACRES OF LAND ZONED LAKE COUNTY LIGHT MANUFACTURING (LM) TO THE DESIGNATION OF PLANNED UNIT DEVELOPMENT (PUD) FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY ALL STEEL STORAGE UMATILLA LLC LOCATED NORTH OF FERN ROAD AND WEST OF GOLDEN GEM DRIVE; APPROVING A MASTER DEVELOPER'S AGREEMENT FOR THE PROPERTY; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

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

¹ See Section 166.041(4), Florida Statutes.

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



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: June 6, 2025

MEETING DATE: June 17, 2025

SUBJECT: First Reading of Ordinance No. 2025-H, Palm Mansion Wedding Venue CUP Amendment

BACKGROUND SUMMARY:

Alayna Burton on behalf of The Palm Mansion, LLC and Roots to Stems, LLC is requesting to amend the existing Conditional Use Permit approved under Ordinance 2023-09. The request seeks to allow continued use of the property located at 110 North Trowell Avenue, Umatilla, FL as a wedding venue within the UR-5 zoning district and to modify the approved Conceptual Master Plan to include the addition of an enclosed glass conservatory. The original Conditional Use Permit and Conceptual Master Plan were approved on May 2, 2023. On the same date, the City also approved a variance via Resolution 2023-05 to reduce the required driveway intersection spacing from 150 feet to 80 feet.

RECOMMENDATIONS:

Approval of First Reading of Ordinance No. 2025-H, Palm Mansion Wedding Venue CUP Amendment

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report_Palm Mansion_06-02-2025_SL
 2. Ordinance No. 2023-09 Palm Mansion Wedding Venue CUP
 3. Palm Mansion enclosure 1
 4. Palm Mansion enclosure 2
 5. Palm Mansion Site Plan
 6. Ordinance No. 2025-H Palm Mansion CUP AMENDMENT
-

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

AMENDMENT TO CONDITIONAL USE PERMIT

Owner: The Palm Mansion LLC and Roots to Stems LLC, Alayna Burton Mines

General Location: East of Trowell Ave. & South of East Lake Street

Number of Acres: 1.84 ± acres

Existing Zoning: Urban Residential District (UR-5)

Existing Land Use: SF Medium Density

Date: June 6, 2025

Description of Project

In 2023 a Conditional Use Permit (CUP) was issued (Ordinance 2023-09) for a wedding venue at the subject property. A condition of the CUP was that music shall not create a noise disturbance pursuant to Article IV of the City Code of Ordinances. The City received noise complaints from two (2) adjacent neighbors which resulted in a code violation. During the Special Magistrate hearing for the code violation, the property owner indicated that they have been working with city staff and others to resolve the issue and indicated that she would like to construct a 40' x 60' (2,400 SF) glass structure to host indoor events and assist with reducing noise. In addition, the applicant is requesting that Section 2(b) of the existing CUP be revised to allow for an 8' opaque fence be allowed in areas where additional plantings would be required to meet the Type "A" buffer requirements.

	Surrounding Zoning	Surrounding Land Use
North	UR-5 and PFD	SF Medium Density & Institutional
South	UR-5	SF Medium Density (5 units/acre)
East	UR-5	SF Medium Density
West	PFD	Institutional

Assessment

The proposed structure complies with Chapter 8, Section 1(e) Size Limitations which state "The square footage of accessory buildings and the principal structure, together, shall not exceed forty-five percent (45%) of the total square footage of the lot. The height of the accessory structure shall not exceed the

height of the principal structure.” The site is 80,150 square feet and 45% is 36,067 square feet. The existing residence, carriage house, and proposed glass structure equates to 6,500 square feet, well below the 45% limit.

The minimum setbacks for accessory structures are as follows:

Front – 25’

Side – 7.5’

Rear – 5’

The conceptual plan should note the proposed setbacks of the glass structure and a note with arrow should clearly point out the structure. The plan should also contain a date.

The applicant is also requesting that Section 2(b) of the existing CUP be revised to allow for a solid 8’ opaque fence be allowed in areas where additional plantings would be required to meet the Type “A” buffer requirements. Data indicates that placing a solid, opaque fence instead of landscaping generally assists in noise reduction; however, a combination of both is more effective. Data also indicates when sound waves encounter a solid surface like a fence, they bounce back in the opposite direction, reducing the amount of noise to the adjacent properties. Further the denser and taller fences are more effective at blocking sound, especially those tall enough to block the line of sight to the noise source. Review of the photographs taken by the Code Enforcement Officer, indicate that there is an existing 6’ wooden privacy fence along the western property boundary; however, the fence appears to be leaning in some areas and in rough shape. Placing an additional 8’ solid fence would appear to offer further noise reduction. In addition, as outlined in Chapter 15, Section 1, the purpose and intent of landscaping is to improve the appearance of the community and buffer adjacent land uses. The placement of the 8’ fence in lieu of additional plantings would assist in buffering the adjacent properties and reduce noise. The existing landscaping in certain areas may be lacking; however, it is an established buffer.

Chapter 7, Section 1(d)2 identifies the review criteria the city council shall consider as follows:

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

The accessory structure will not create additional traffic as its purpose is to allow for indoor seating, dining, music and dancing for the wedding venue.

- 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 additional parking is required due to the construction of the accessory structure. Guest and vendor off street parking is provided in the northwest section of the site adjacent to Trowell Ave. and East Lake Street. Access to the site is from East Lake Street.

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

There is an existing established buffer around the property; however, some areas appear to be lacking understory trees, shrub and groundcover. The existing CUP requires that the buffer meet the Type "A" buffer standards which are 15' in width and plantings per 100 linear feet of:

Three (3) canopy trees, two (2) understory trees, two-foot-high hedge and 15% landscape groundcover other than turf.

The placement of an 8' solid fence would assist in reducing the noise to adjacent properties in lieu of additional plantings. The existing buffer and fence would meet the intent of the landscaping regulations.

- D) Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development; and

The accessory structure design is complimentary and compatible to the existing principal structure and the neighborhood in general.

Proposed signage would need to comply with Chapter 16 of the LDRs. Chapter 16 would allow for one (1) monument sign not to exceed thirty-five square feet.

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.

There are no other existing conditional uses in the area that staff is aware of.

Recommendation

Please revise the concept plan as noted above.

The applicant has indicated that the purpose of the accessory structure is to assist with reducing noise due to music and assist with complying with the City's noise ordinance. The proposed structure will need to meet the minimum setbacks for accessory structures.

The placement of the 8' solid fence in lieu of additional plantings may assist with reducing noise to adjacent properties. The areas where portions of the fence would be constructed appear to lack shrubs and groundcover; however, there are mature trees. The placement of the fence would still meet the intent of the landscaping regulations as outlined above.

Should City Council approve the placement of the 8' fence in lieu of additional plantings, Section 2(b) should be modified to read as follows:

A fifteen foot (15'), Type "A" buffer around the property perimeter meeting the requirements of Chapter 15 of the Land Development Regulations shall be required with the exception of the buffer adjacent to the northwestern and northern property boundary where an 8' solid fence may be installed in lieu of additional plantings.

ORDINANCE 2023-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW A WEDDING VENUE, LOCATED IN THE UR-5 ZONING DISTRICT FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF UMATILLA, FLORIDA; OWNED BY JEFFEREY AND EVELYN KRUG AND LOCATED AT 110 NORTH TROWELL AVENUE, UMATILLA, LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, an application has been received by Alayna Burton, on behalf of the Owner(s), Jefferey and Evelyn Krug requesting a Conditional Use Permit pursuant to Chapter 7 of the City Land Development Regulations to allow the property located at 110 North Trowell Avenue, Umatilla, Florida (the "Property"), to be used for a wedding venue within the UR-5 zoning district; and

WHEREAS, public notice has been provided as required by the Land Development Regulations of the City of Umatilla; and

WHEREAS, the City Council of the City of Umatilla acts in the capacity of the Planning & Zoning Board.

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

Section 1: Purpose and Intent.

That the Property in the zoning district of Urban Residential (UR-5), being situated in the City of Umatilla, Florida, shall hereafter be granted a Conditional Use Permit to allow a wedding venue.

LEGAL DESCRIPTION: The West 343.2 feet of Lot 24 of N.J. Trowell's Plan of Umatilla, a Subdivision in the City of Umatilla, Florida, according to the plat thereof recorded in Plat Book 1, Page 23, and in Plat Book 4, Page 4, of the Public Records of Lake County, Florida, LESS AND EXCEPT the East 173 feet of the West 333.2 feet of the North 158 feet of said Lot 24.

Alternate Key # 1499445

Section 2: Zoning Classification.

That the Property shall be granted a Conditional Use Permit to allow a wedding venue located in the UR-5 zoning district in accordance with Chapter 7, Section 1 of the Land Development Regulations of the City of Umatilla, Florida.

- a. Development of the site shall be substantially consistent with the "Concept Plan" prepared by Alayna Burton, dated March 24, 2023 and attached as **Exhibit "A"** (the "Plan").
- b. A fifteen foot (15'), Type "A" buffer around the property perimeter meeting the requirements of Chapter 15 of the Land Development Regulations shall be required.
- c. All outdoor music equipment and speakers shall face toward the west so that sound is projected away from the residential properties.

Ordinance No. 2023-09

- d. Access to the off-street parking shall be provided from Trowell Avenue unless a variance is granted to access East Lake Street.
- e. All guests shall depart by 10:00 p.m. on Fridays, Saturdays, and Sundays.
- f. All outdoor music shall cease by 10:00 p.m. on Fridays, Saturdays, and Sundays.
- g. All guests shall depart by 9:00 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays.
- h. All outdoor music shall cease by 9:00 p.m. on Mondays, Tuesdays, Wednesdays, and Thursdays.
- i. Any proposed monument sign shall not exceed four feet (4') in height.
- j. Music shall not create a noise disturbance pursuant to Article IV of the City Code of Ordinances.
- k. A front setback of 25' shall be maintained from Trowell Avenue. Setbacks of 15' shall be provided on side and rear property lines including East Lake Street.
- k. The Owner shall comply with all applicable provisions of the Code of Ordinances of the City of Umatilla.

Section 3: Severability.

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

Section 4: Effective Date.

This Ordinance shall become effective upon passage.
PASSED AND ORDAINED in regular session of the City Council of the City of Umatilla, Lake County, Florida, this 2nd day of may, 2023.

Kent Adcock

Kent Adcock, Mayor

City of Umatilla, Florida

ATTEST:

Jessica Burnham

Jessica Burnham

City Clerk

(SEAL)

Approved as to Form:

Kevin Stone

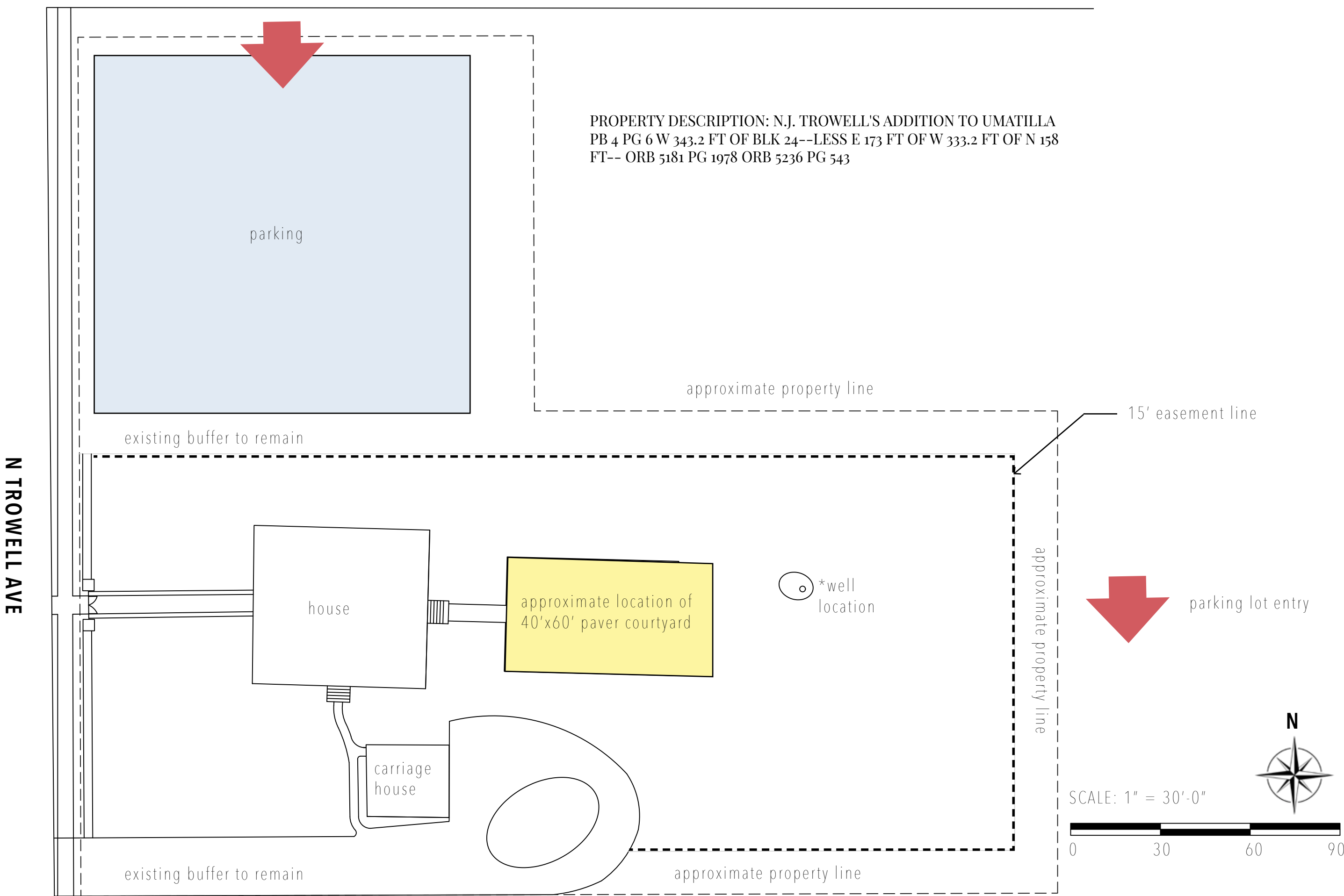
Kevin Stone

City Attorney

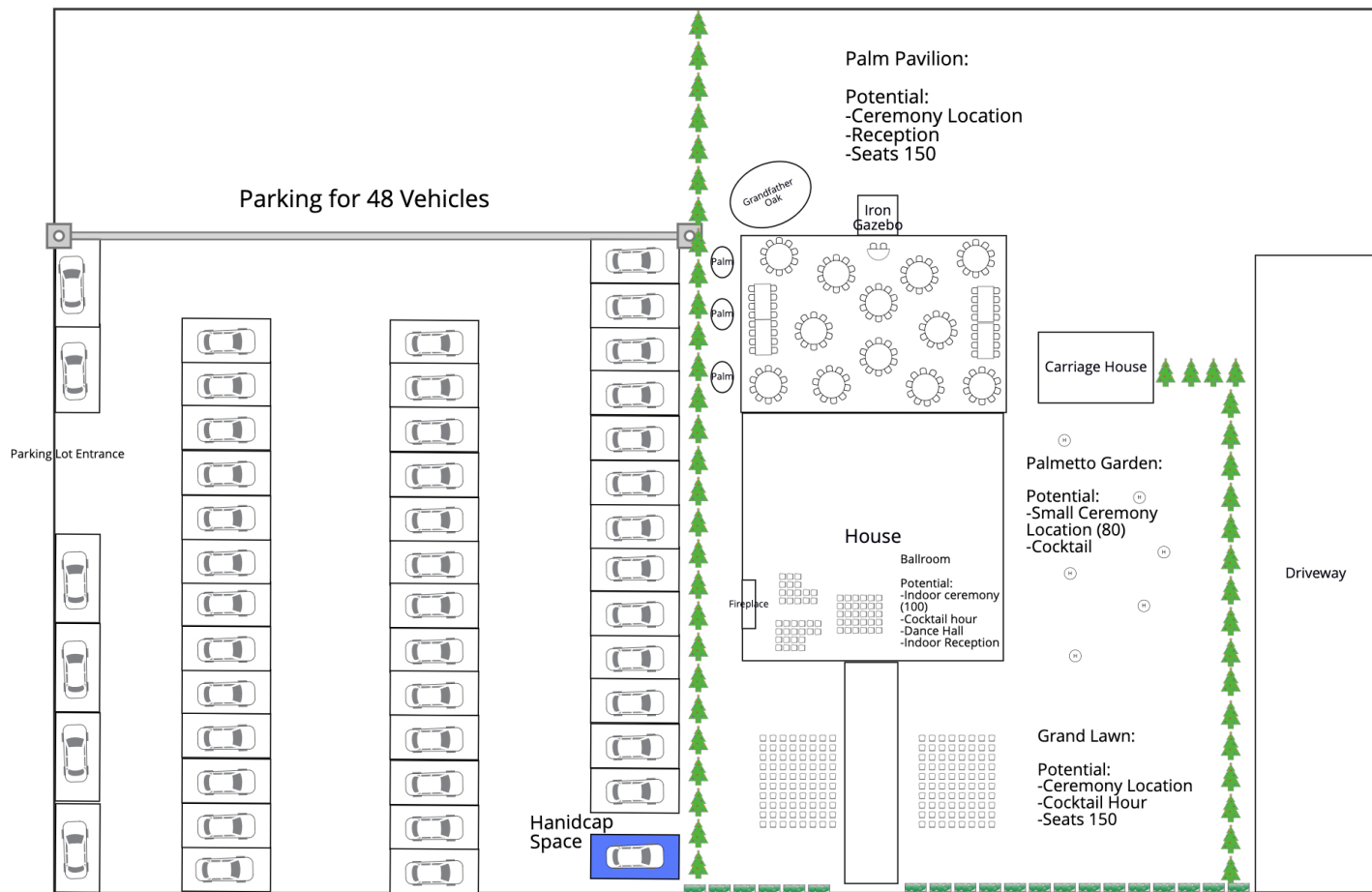
Passed First Reading: 4/18/23

Passed Second Reading: 5/2/23

Ordinance No. 2023-09



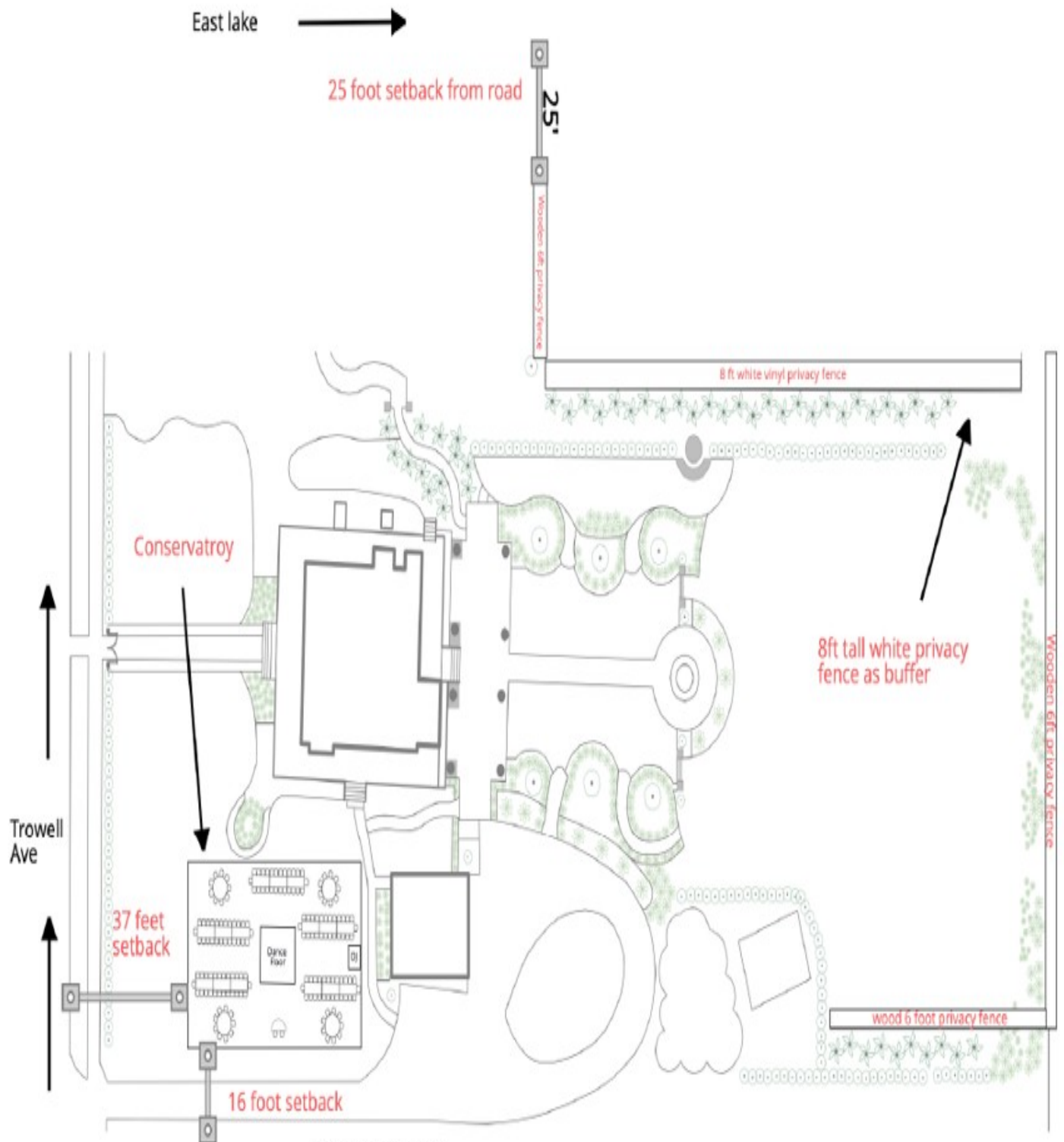
Stall Size
10' x 20'



Overflow Parking in Public Lot







Date: June 6, 2025

Property Address: 110 TROWELL AVE UMATILLA, FL 32784

Property Description:
 N.J. TROWELL'S ADDITION TO UMATILLA PG 6 W 343.2 FT OF BLK
 24--LESSE 173 FT OF W 333.2 FT OF N 158 FT--ORB 5181 PG 1978
 ORB 5236 PG 543

ORDINANCE 2025-H

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, APPROVING AN AMENDMENT TO CONDITIONAL USE PERMIT TO ALLOW A WEDDING VENUE, LOCATED IN THE UR-5 ZONING DISTRICT FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF UMATILLA, FLORIDA; OWNED BY THE PALM MANSION, LLC AND ROOTS TO STEMS, LLC AND LOCATED AT 110 NORTH TROWELL AVENUE, UMATILLA, LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application has been received by Alayna Burton, on behalf of the Owner(s), The Palm Mansion, LLC and Roots to Stems, LLC requesting an amendment to Conditional Use Permit approved by Ordinance 2023-09, pursuant to Chapter 7 of the City Land Development Regulations to allow the property located at 110 North Trowell Avenue, Umatilla, Florida (the “Property”), to continue to be use of the Property as a wedding venue within the UR-5 zoning district, to amend the approved Conceptual Master Plan to include a glass conservatory, and allow for the placement of an eight (8) foot high solid fence in lieu of additional landscape buffer plantings; and

WHEREAS, On May 2, 2023 the City of Umatilla adopted the Conditional Use Permit with a Conceptual Master Plan via Ordinance 2023-09 allowing the subject property to be utilized as a wedding venue;

WHEREAS, on that same day the City also approved a variance via Resolution 2023-05 to intersection spacing between driveway access from 150’ to 80’;

WHEREAS, public notice has been provided as required by the Land Development Regulations of the City of Umatilla; and

WHEREAS, the City Council of the City of Umatilla acts in the capacity of the Planning & Zoning Board.

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

Section 1: Purpose and Intent.

The Property, located within the Urban Residential (UR-5) zoning district in the City of Umatilla, Florida, is hereby granted an amendment to the Conditional Use Permit to revise the Conceptual Master Plan to include a glass conservatory and allow an eight (8) foot high solid fence in lieu of additional plantings along the northwestern and northern boundaries.

LEGAL DESCRIPTION: The West 343.2 feet of Lot 24 of N.J. Trowell’s Plan of Umatilla, a Subdivision in the City of Umatilla, Florida, according to the plat thereof recorded in Plat Book 1, Page 23, and in Plat Book 4, Page 4, of the Public Records of Lake County, Florida, LESS AND EXCEPT the East 173 feet of the West 333.2 feet of the North 158 feet of said Lot 24.

Alternate Key # 1499445

Section 2: Zoning Classification.

That the Property shall be granted a Conditional Use Permit to allow a wedding venue located in the UR-5 zoning district in accordance with Chapter 7, Section 1 of the Land Development Regulations of the City of Umatilla, Florida.

- a. Development of the site shall be substantially consistent with the “Concept Plan” prepared by Alayna Burton, dated June, 2025 and attached as Exhibit “A” (the “Plan”).
- b. The glass conservatory shall meet the minimum setbacks for accessory structures.
- c. Section 2(b) of Ordinance 2023-09 shall be amended as follows: A fifteen foot (15’), Type “A” buffer around the property perimeter meeting the requirements of Chapter 15 of the Land Development Regulations shall be required with the exception of the buffer adjacent to the northwestern and northern property boundary where an eight (8)foot high solid fence may be installed in lieu of additional plantings.
- d. The Owner shall comply with all applicable provisions of the Code of Ordinances of the City of Umatilla.

Section 3: Severability.

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

Section 4: Effective Date.

This Ordinance shall become effective upon passage.

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

Christopher R. Creech, Mayor
City of Umatilla, Florida
ATTEST:

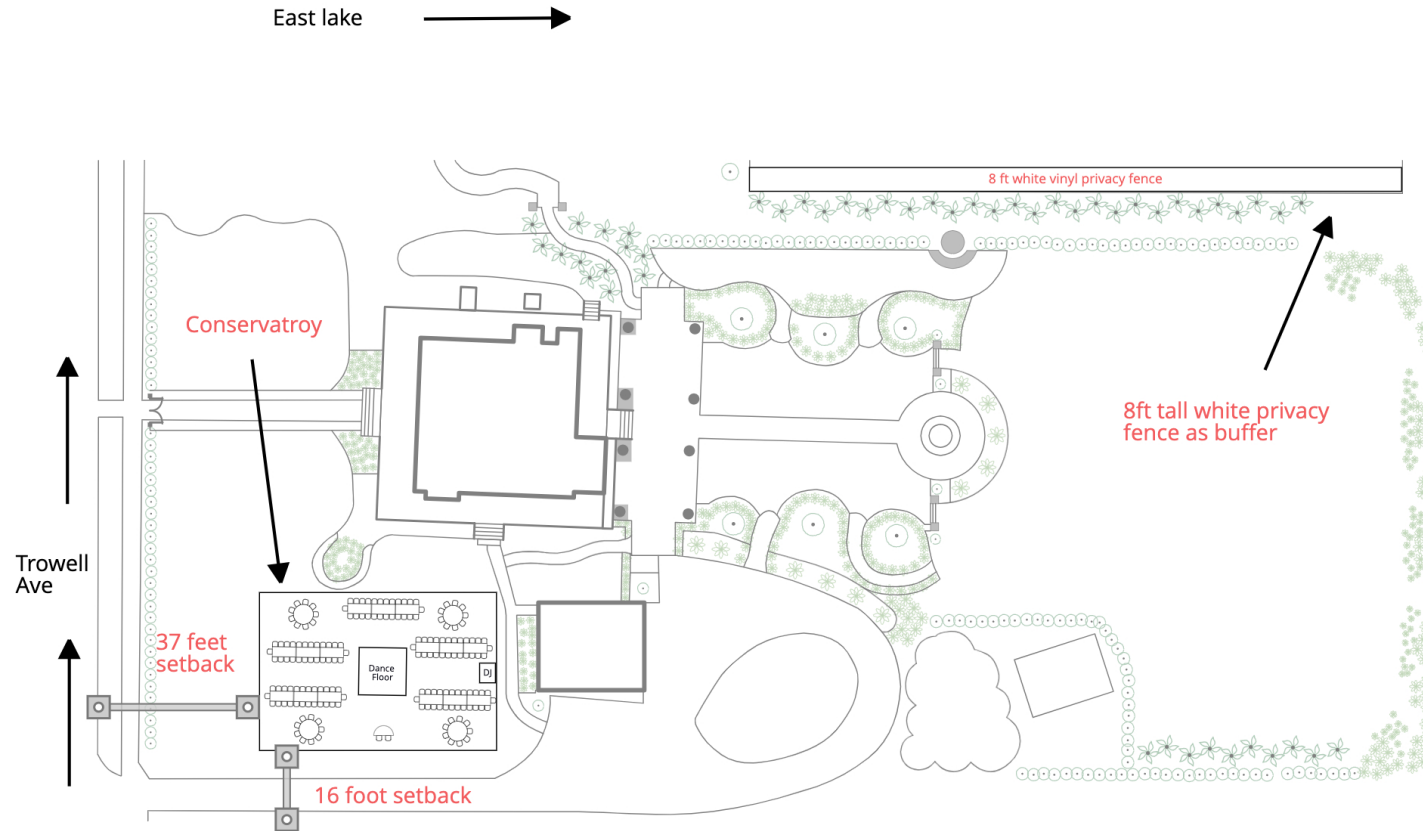
Approved as to Form:

Jessica Burnham FCRM
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

EXHIBIT A



Date: June 6, 2025

Property Address: 110 TROWELL AVE UMATILLA, FL 32784

Property Description:
N.J. TROWELL'S ADDITION TO UMATILLA PB4 PG6 W343.2 FT OF BLK
24--LESSE 173 FT OF W333.2 FT OF N158 FT--ORB 5181 PG1978
ORB 5236 PG543

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, APPROVING AN AMENDMENT TO CONDITIONAL USE PERMIT TO ALLOW A WEDDING VENUE, LOCATED IN THE UR-5 ZONING DISTRICT FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF UMATILLA, FLORIDA; OWNED BY THE PALM MANSION, LLC AND ROOTS TO STEMS, LLC AND LOCATED AT 110 NORTH TROWELL AVENUE, UMATILLA, LAKE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.**

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

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

¹ See Section 166.041(4), Florida Statutes.

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; **No reasonable increase anticipated.**

(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; **No.**

and

(c) An estimate of the City regulatory costs, including estimated revenues from any new charges or fees to cover such costs. **\$0.00**

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): **None.**



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: April 24, 2025

MEETING DATE: June 17, 2025

SUBJECT: Umatilla Commercial Site Plan Approval

BACKGROUND SUMMARY:

The owner is requesting site plan approval for 5.80-acre site along SR19 between Mills Avenue and Jim Daugherty Drive. If approved, the project will consist of 5 stand-alone lots and will be phases as shown, with each phase containing lots that will meet or exceed the C-2 zoning standards, requiring a minimum of 20,000 square feet and 150 feet of frontage.

Phase I improvements include the installation of site infrastructure such as an access frontage road, improvements to Jim Daugherty Road, a master stormwater system, perimeter and interior landscaping, parking, and utility connections for Lot 1. The proposed use is a flex space combining office and attached warehouse functions. Phase I specifically includes the construction of a 9,800-square-foot building on Lot 1. The site will be served by central water and a septic system until central sewer service becomes available.

Improvements to Jim Daugherty Drive will be constructed to City standards and Lake County is asking the City to own and maintain the road from SR19 to the end of the subject property line (where the pavement improvements end).

RECOMMENDATIONS:

Approval of Umatilla Commercial Site Plan with noted phases and owning and maintaining that portion of paved Jim Daugherty Drive.

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Staff Report_Umatilla Commercial_06-05-2025_SL
 2. CIVIL UMATILLA COMMERCIAL 178001 R4 250523
-

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

SITE PLAN

Owner: 1681 EE Williamson, LLC, Charles E Thomas

Applicant: Senatore, Inc.

General Location: East of SR 19 and south of Mills Ave.

Number of Acres: 5.80 ± acres

Existing Zoning: C-2

Existing Land Use: General Commercial

Date: June 5, 2025

Description of Project

The owner is seeking site plan approval for Phase I. The entire development will be constructed in phases for a total of 5 lots on 5.80 acres with each lot meeting or exceeding the C-2 standards (20,000 SF with 150' frontage). Phase 1 site improvements consist of infrastructure (access frontage roadway, improvements to Jim Daugherty Road, master stormwater system, perimeter landscaping, parking, and interior landscaping and utilities for Lot 1) associated with the 5 lots will be constructed. The proposed use is flex space (office with attached warehouse). Development of the lots will be phased with Phase I consisting of 9,800 SF building on Lot 1. The site will be served by central water and septic tank until such time as central sewer is available.

	Surrounding Zoning	Surrounding Land Use
North	C-2	General Commercial
South	County R-6	Urban Low Density
East	PUD	Industrial
West	County Industrial	LM

The applicant has addressed all outstanding planning issues.

Recommendation

Planning staff recommends approval subject to engineering approval.

UTILITY PROVIDERS

WATER -
CITY OF UMATILLA -
1 SOUTH CENTRAL AVE.
UMATILLA, FL 32784
PHONE: 352-669-3126

SEWER -
CITY OF UMATILLA -
1 SOUTH CENTRAL AVE.
UMATILLA, FL 32784
PHONE: 352-669-3126

STORM DRAINAGE -
CITY OF UMATILLA -
1 SOUTH CENTRAL AVE.
UMATILLA, FL 32784
PHONE: 352-669-3126

CABLE -
COMCAST
PHONE: 800-934-6489

POWER -
DUKE
PHONE: 800-700-8744

PHONE -
CENTURYLINK
PHONE: 833-660-1244

SOLID WASTE -
CITY OF UMATILLA
1 SOUTH CENTRAL AVE.
UMATILLA, FL 32784
PHONE: 352-669-3126



LEGAL DESCRIPTION

REFER TO SURVEY PROVIDED BY IRELAND & ASSOCIATES SURVEYING, INC.
DATED 8/16/2024

OWNER

1681 E E WILLIAMSON, LLC
P.O. BOX 1270
ALTOONA, FL 32702
ATTN: ED THOMAS
PH: 352-771-5902

ARCHITECT

SENATORE, INC.
1317 SUMTER STREET
LEESBURG, FLORIDA 32748
PHONE: (352) 787-1121
ATTN: JAMES P. SENATORE, AIA
EMAIL: senatoreinc@gmail.com

CIVIL ENGINEER

MEI PARTNERS, LLC
1035 S. SEMORAN BLVD., SUITE 1029
WINTER PARK, FLORIDA 32792
PHONE: (321) 203-2852
FAX: (321) 203-2948
ATTN: RICHARD A. CAMPANALE, PE
EMAIL: richardc@mei-partners.com

GEOTECHNICAL ENGINEER

MIKE TANNOUS ENGINEERING, INC.
955 SUNSHINE LANE
ALTAMONTE SPRINGS, FLORIDA 32714
PHONE: (407) 383-3404
ATTN: MIKE TANNOUS, PE
EMAIL: mike@miketannousengineering.com

LANDSCAPE ARCHITECT

BORTON DESIGN, INC.
1354 N. KYLE WAY
SAINT JOHNS, FLORIDA 32259
PHONE: (904) 287-1996
ATTN: BRIAN D. BORTON, RLA
EMAIL: bdb@bortondesign.com

SURVEYOR

IRELAND & ASSOCIATES SURVEYING, INC.
800 CURRENCY CIRCLE, SUITE 1020
LAKE MARY, FLORIDA 32746
PHONE: (407) 678-3366

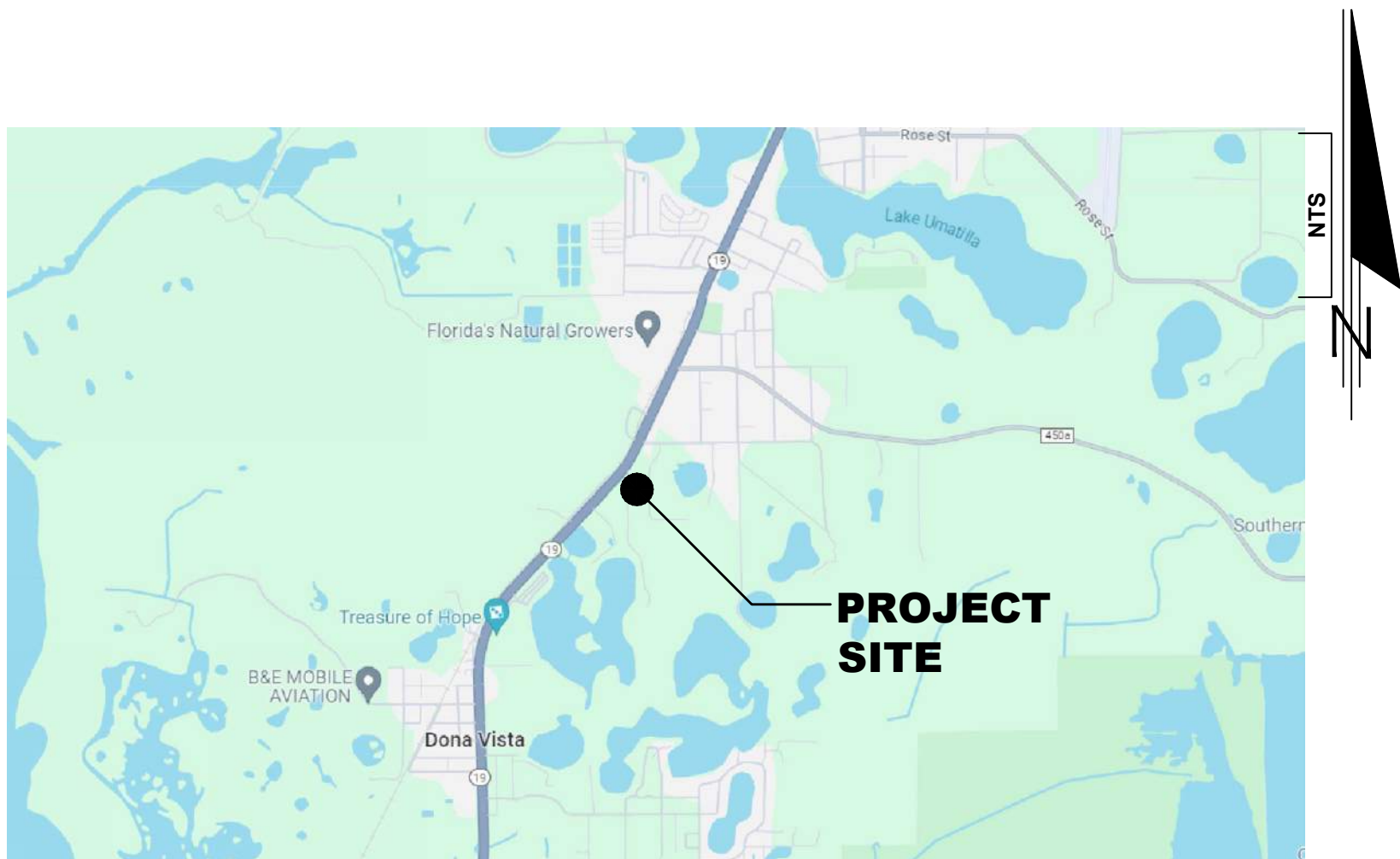
CONSTRUCTION PLANS FOR UMATILLA COMMERCIAL SITE DEVELOPMENT

38400 JIM DAUGHERTY RD.

UMATILLA, FLORIDA 32784

(PN: 23-18-26-0004-000-01500)

LOCATION MAP



PREPARED FOR 1681 EE WILLIAMSON, LLC

P.O. BOX 1270
ALTOONA, FLORIDA 34702
ED THOMAS
ed@bluespringplantation.com

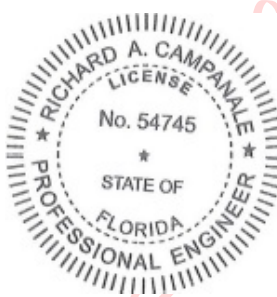
PREPARED BY



MEI PROJECT NO.: 178001
REV. DATE: 5/23/2025

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY -
RICHARD A. CAMPANALE, PE ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



Digitally signed
by Richard A
Campanale
Date:
2025.05.23
12:01:22 -04'00'

RICHARD A. CAMPANALE, PE 54745

INDEX OF DRAWINGS

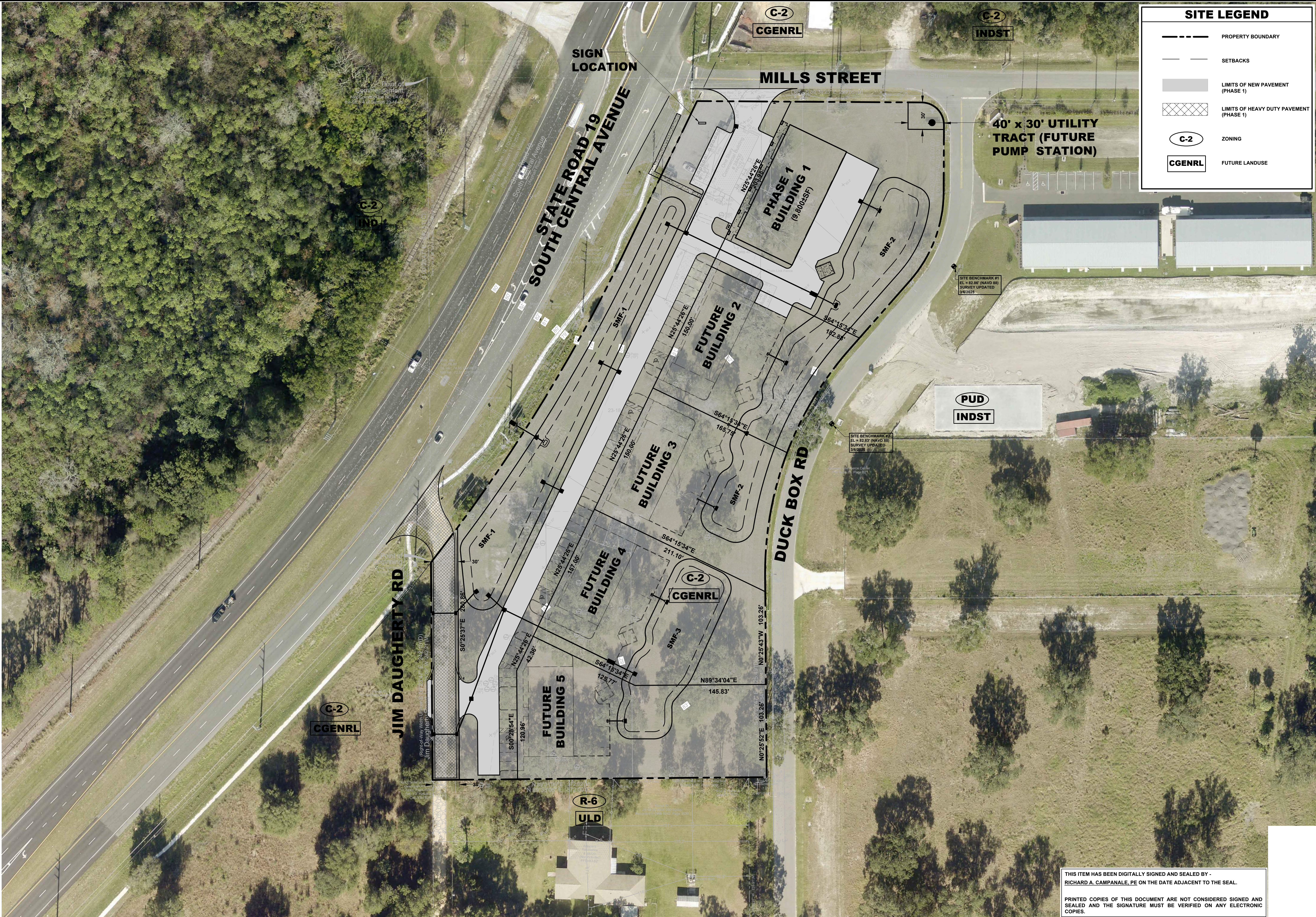
TITLE	SHEET NO.
COVER SHEET	C000
MASTER SITE PLAN	C001
PRELIMINARY SUBDIVISION PLAN	C002
DEMOLITION AND EROSION CONTROL NOTES	C100
DEMOLITION AND EROSION CONTROL PLAN	C101-C102
SITE GEOMETRY AND BUILDING STAKEOUT PLAN	C200-C201
PAVING, GRADING, AND DRAINAGE PLAN	C300-C301
WATER AND SEWER PLAN	C400-C401
FIRE DEPARTMENT LAYOUT	C402
MISCELLANEOUS DETAILS	C500
MISCELLANEOUS DETAILS	C501
GENERAL UTILITY DETAILS	C502
WATER UTILITY DETAILS	C503
SEWER UTILITY DETAILS	C504
MAINTENANCE OF TRAFFIC DETAILS	C505
JIM DAUGHERTY ROAD DRIVEWAY PROFILE	C506
LANDSCAPING PLAN	LS-01
LANDSCAPING PLAN	LS-02
IRRIGATION PLAN	LS-03
IRRIGATION PLAN	LS-04
SPECIFICATIONS AND DETAILS	LS-05
TREE REMOVAL PLAN	LS-06
TREE REMOVAL PLAN	LS-07
SITE LIGHTING PHOTOMETRIC PLAN	P1
BOUNDARY SURVEY	S1

UMATILLA COMMERCIAL SITE DEVELOPMENT

REV. DATE: 5/23/2025

MEI PN: 178001

SHEET
C000



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RICHARD A. CAMPANALE, PE 54745

SITE LEGEND

PROPERTY BOUNDARY

SETBACKS

LIMITS OF NEW PAVEMENT
(PHASE 1)

LIMITS OF HEAVY DUTY PAVEMENT
(PHASE 1)

C-2

ZONING

CGENRL

FUTURE LANDUSE

NO	DATE	DESCRIPTION OF REVISION
6		
5		
4	5/16/2025	RESPONSE TO CITY OF UMATILLA AND LAKE COUNTY FOR JIM DAUGHERTY RD.
3	4/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FDOT, SJRWMD
2	3/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALFF, FDOT, SJRWMD
1	12/30/2024	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALFF, FDOT

**UMATILLA COMMERCIAL
SITE DEVELOPMENT**

38400 JIM DAUGHERTY RD.
UMATILLA, FLORIDA 32784

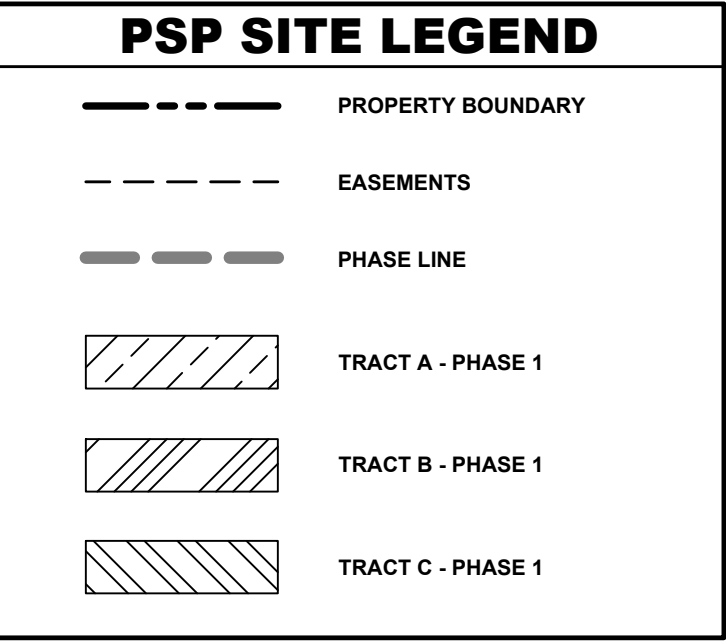
UMATILLA
FLORIDA

OVERALL SITE PLAN

MEI PARTNERS

1035 S. Seminole Blvd., Suite 1034
P. 321.203.2852 | F. 321.203.2348
www.mei-partners.com

**SHEET
C001**



TRACT/PHASING TABLE			
TRACT/PHASE	AREA (AC)	AREA (SF)	OWNED/ MAINTAINED
TRACT A / PHASE 1	1.79	77,869	PROPERTY OWNERS ASSOCIATION
TRACT B / PHASE 1	0.02	1,065	DEDICATED TO CITY OF UMATILLA
TRACT C / PHASE 1	0.18	7,846	JIM DAUGHERTY ROAD RIGHT-OF-WAY DEDICATION TO PUBLIC (CITY OF UMATILLA)
BUILDING 1 / PHASE 1	1.07	46,732	PRIVATE/POA
BUILDING 2 / FUTURE PHASE	0.58	25,402	PRIVATE/POA
BUILDING 3 / FUTURE PHASE	0.63	27,432	PRIVATE/POA
BUILDING 4 / FUTURE PHASE	0.78	33,974	PRIVATE/POA
BUILDING 5 / FUTURE PHASE	0.75	32,483	PRIVATE/POA
TOTALS	5.80	252,803	

NOTE: STORMWATER MANAGEMENT FACILITIES TO BE CONSTRUCTED
UNDER PHASE 1. POA TO OPERATE AND MAINTAIN STORMWATER SYSTEM.

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RICHARD A. CAMPANALE, PE 54745

JOB NO. 178001		SCALE: AS NOTED	
START: 9/10/2024		DESIGN: TJW	
DRAWN: TJW		CHECKED: RAC	
APPROVED: KSH		REVIEW	
NO	DATE	DESCRIPTION OF REVISION	
5			
4	5/16/2025	RESPONSE TO CITY OF UMATILLA AND LAKE COUNTY FOR IM DAUGHTERY RD.	
3	4/16/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA. FOOT. SAWMID	
2	3/16/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA. HALF. FOOT. SAWMID	
1	2/26/2024	RESPONSE TO COMMENTS FROM CITY OF UMATILLA. HALF. FOOT	

UMATILLA COMMERCIAL SITE DEVELOPMENT

PHASED SITE PLAN

MEI PARTNERS
1035 S. Semoran Blvd., Suite 1029,
Winter Park, FL 32792 CA 33154
P: 321.203.2852 / F: 321.203.2948
www.mei-partners.com

SHEET
C002

EROSION AND SEDIMENT CONTROL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS IN ADDITION TO ALL REGULATIONS CONTROLLING POLLUTION OF THE ENVIRONMENT.
2. THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR MAINTAINING THE EROSION AND SEDIMENTATION CONTROL MEASURES NECESSARY TO PREVENT SEDIMENTATION FROM DISCHARGING TO ADJACENT PROPERTIES, WETLANDS, ETC. ANY STOP WORK ORDERS, FINES, ETC. THAT ARE IMPOSED ON THE PROJECT DUE TO THE DISCHARGING OF SILT AND/OR SEDIMENTATION TO ADJACENT PROPERTIES, WETLANDS, ETC. SHALL BE FULLY BORNE BY THE CONTRACTOR. EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE MEASURES SHOWN HEREON ARE THE MINIMUM REQUIRED AND ADDITIONAL MEASURES MAY BE REQUIRED. AT NO TIME SHALL THE MEASURES BE IN SUCH DISREPAIR THAT THEY ALLOW THE DISCHARGE OF SEDIMENTATION OR SILT FROM THE PROJECT ONTO ADJACENT PROPERTIES, WETLANDS, ETC. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A DAILY BASIS. THE MEASURES ARE TO BE MAINTAINED AND/OR REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT COMPLYING WITH APPLICABLE STATE WATER QUALITY STANDARDS DURING CONSTRUCTION AS SPECIFIED IN THE PERMITS. ALL WATER AND WIND EROSION SHALL BE MINIMIZED AS DEFINED IN THE SPECIFICATIONS AND PERMITS. THE SPECIFICATIONS PROVIDE ONLY A MINIMUM REQUIREMENT FOR EROSION AND SEDIMENTATION CONTROL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT CONTROL MEASURES NOT SHOWN IN SPECIFICATIONS. ALL COSTS ASSOCIATED WITH TURBIDITY CONTROL AND SEDIMENT STABILIZATION SHALL BE BORNE BY THE CONTRACTOR.
4. THE LIMITS OF CONSTRUCTION HAVE BEEN PROVIDED TO THE CONTRACTOR ON THE CONSTRUCTION PLANS. UNLESS OTHERWISE DIRECTED BY THE OWNER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES TO BE WITHIN THESE LIMITS. AT NO TIME SHALL THE CONTRACTOR DISTURB OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER(S). ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS ON SURROUNDING PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE BORNE BY THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.
5. THE OWNER AND/OR CONTRACTOR SHALL PROVIDE A NOTICE-OF-INTENT IN ACCORDANCE WITH CRITERIA SET FORTH IN THE NPDES PERMIT REQUIREMENTS 48-HOURS PRIOR TO BEGINNING CONSTRUCTION, CLEARING, OR DEMOLITION.
6. CONTRACTOR SHALL PROVIDE EFFECTIVE TEMPORARY AND PERMANENT EROSION CONTROL FOLLOWING THE REQUIREMENTS IN SECTION-104 OF THE STATE DEPT. OF TRANSPORTATION STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
7. AT THE END OF EACH DAY, THE CONTRACTOR SHALL HAVE THE SITE GRADED IN SUCH A WAY AS TO NOT CAUSE ANY ADVERSE IMPACT FROM RUNOFF OR SILTATION TO ANY ADJACENT PROPERTIES. SILTATION BARRIERS SHALL BE MAINTAINED AND REPAIRED, IF REQUIRED, AT THE END OF THE WORKING DAY.
8. INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENTATION RESULTING FROM SURFACE RUNOFF UNTIL COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CAUSE SEDIMENT RUNOFF. FILTER FABRIC SHALL BE PLACED AND MAINTAINED UNDER THE GRATE, AND FILTER SOCKS PLACED IN FRONT OF THE THROAT OF CURB INLETS DURING CONSTRUCTION.
9. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO CONTROL TURBIDITY INCLUDING, BUT NOT LIMITED TO, THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR REMOVING THE BARRIERS UPON COMPLETION OF CONSTRUCTION. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTERS 62 - 302 AND 62 - 4, FLORIDA ADMINISTRATIVE CODE.
10. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
11. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT THE TIME OF ACCEPTANCE.
12. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER EROSION AND SEDIMENT CONTROL DEVICE IS REMOVED AND NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM TO THE EXIST. GRADE, PREPARED, AND SEEDED.
13. THE CONTRACTOR MUST INSTALL AND MAINTAIN GRASS, SEED AND MULCH, OR SOD ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETED FINAL GRADES, AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES TO ANY DOWNSTREAM WATER BODY, WETLAND, OR OFF-SITE PROPERTY. SODDING ON SLOPES 3:1 AND STEEPER SHALL BE STAKED.
14. THE CONTRACTOR SHALL SEED AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION UNLESS SODDING, OR OTHER MORE READILY EFFECTIVE STABILIZATION PRACTICES ARE SPECIFIED ON THE PLANS.
15. IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION, OR OTHER ACCEPTABLE METHODS.
16. AFTER PERMANENT STABILIZATION OF ALL AREAS (BY SOD, PLANTING, PAVEMENT OR RIP-RAP) AND WITH APPROVAL BY OWNER'S REPRESENTATIVE, CONTRACTOR WILL REMOVE ALL EROSION CONTROL MEASURES.
17. CONTRACTOR SHALL DIRECT ALL STORMWATER RUNOFF FROM WITHIN THE LIMITS OF CONSTRUCTION TOWARDS THE STORMWATER MANAGEMENT AREA.
18. FOR ADDITIONAL INFORMATION ON EROSION AND SEDIMENT CONTROL, REFER TO "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER), CHAPTER 6.
19. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
20. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT FROM A WATER QUALITY VIOLATION INCLUDING BUT NOT LIMITED TO LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.
21. ALL DISTURBED AREAS SHALL BE STABILIZED IN AN EFFORT TO MINIMIZE EROSION.
22. THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) ACCORDING TO EPA/FDER NPDES CRITERIA TO MINIMIZE EROSION AND INSURE PROPER FUNCTIONING OF STORMWATER MANAGEMENT SYSTEM UPON COMPLETION OF CONSTRUCTION. IN ADDITION TO MEETING EPA/FDER NPDES CRITERIA, THE SWPPP SHALL BE SUBMITTED TO AND COMPLY WITH THE LOCAL AGENCY HAVING JURISDICTION'S MINIMUM EROSION CONTROL CRITERIA.
23. THE CONTRACTOR SHALL PERFORM INSPECTIONS ON THE EFFECTIVENESS OF THE EROSION/SEDIMENT CONTROL EFFORTS DAILY AND WITHIN 24 HOURS AFTER EACH 0.50-IN OR GREATER RAINFALL EVENT AND IMPLEMENT/PERFORM NECESSARY REMEDIES IMMEDIATELY.
24. SEDIMENTATION CONTROLS/BMPs SHALL PREVENT STORMWATER RUNOFF WITH TURBIDITY GREATER THAN 29-NTUs FROM LEAVING THE CONSTRUCTION SITE.
25. CONTRACTOR SHALL CONTROL DUST RESULTING FROM CLEARING AND GRUBBING OPERATIONS TO PREVENT NUISANCE TO ADJACENT PROPERTY OWNERS AND THE GENERAL PUBLIC. CONTRACTOR SHALL USE DUST CONTROL METHODS AND MATERIALS APPROVED BY THE CITY OF UMATILLA LAND DEVELOPMENT CODE (LATEST EDITION).
26. IN THE EVENT OF EXCESSIVE OFF-SITE TRACKING, THE CONTRACTOR WILL BE OBLIGATED TO INSTALL ADDITIONAL MEASURES.

DEMOLITION NOTES

1. CONTRACTOR SHALL OBTAIN AND SECURE ALL NECESSARY PERMITS AND APPROVALS FROM GOVERNING AUTHORITIES FOR PROPER REMOVAL AND DEMOLITION OF EXISTING IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO SEPTIC TANKS, DRAIN FIELDS, POTABLE WELLS, AND IRRIGATION WELLS. THIS EFFORT SHALL ALSO INCLUDE THE DISCONNECTION OF EXISTING UTILITIES WHETHER TEMPORARY OR PERMANENT. CONTRACTOR SHALL FURNISH A COPY OF ALL NECESSARY PERMITS AND APPROVALS TO THE OWNER PRIOR TO COMMENCING THE WORK.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CLEARLY DESIGNATE THE LIMITS OF CONSTRUCTION ON-SITE. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OUTSIDE THE LIMITS OF CONSTRUCTION.
3. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES OR LOCAL AUTHORITIES, FURNISHING GAS, WATER, ELECTRICAL, TELEPHONE, SEWER SERVICE, ETC. TO ALLOW THEM TO REMOVE, RELOCATE, DISCONNECT, CAP OR PLUG THEIR SERVICES TO FACILITATE DEMOLITION.
4. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND OTHER IMPROVEMENTS, ABOVE OR BELOW GROUND, SHOWN ON THESE PLANS AND ALL OTHER UTILITIES AND OTHER IMPROVEMENTS NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROMPT REPAIR OF ALL UTILITIES AND OTHER IMPROVEMENTS DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER, AND SHALL MAINTAIN SUFFICIENT PROTECTION TO ALL UTILITIES REQUIRED TO PROTECT THEM FROM DAMAGE AND TO PROTECT THE PUBLIC DURING CONSTRUCTION. CONTRACTOR SHALL HOLD AND SAVE THE OWNER HARMLESS AGAINST ALL CLAIMS AND DAMAGES. MEI PARTNERS IS NOT RESPONSIBLE FOR ANY UNFORESEEN CONDITIONS AND / OR UNDERGROUND UTILITIES SHOWN, OR NOT SHOWN, HEREON.
5. IN AREAS REQUIRING FILL MATERIAL, THE CONTRACTOR SHALL STRIP OR OTHERWISE REMOVE ALL VEGETATION SUCH AS BRUSH, HEAVY SODS, HEAVY GROWTH OF GRASS, DECAYED VEGETATION MATTER, RUBBISH AND ANY OTHER DELETERIOUS MATERIAL BEFORE EMBANKMENT IS PLACED. IMMEDIATELY PRIOR TO THE PLACING OF FILL MATERIAL, THE ENTIRE AREA UPON WHICH FILL IS TO BE PLACED, SHALL BE SCARIFIED IN A DIRECTION APPROXIMATELY PARALLEL TO THE AXIS OF FILL. THE GEOTECHNICAL ENGINEER SHALL APPROVE THE AREA PRIOR TO THE PLACEMENT OF FILL.
6. THE CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES THAT ARE TO BE SAVED, WHETHER SHOWN IN THE PLANS OR DESIGNATED IN THE FIELD. REFER TO THIS SHEET C100 AND C101 TO BE SAVED.
7. ALL PRACTICAL AND NECESSARY EFFORT SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT UNNECESSARY TREE REMOVAL.
8. TREE PROTECTION BARRICADES OR EQUIVALENT PROTECTIVE MEASURES WILL BE CONSTRUCTED ACCORDING TO THE LOCAL JURISDICTION'S CRITERIA FOR TREES. REMAIN WITHIN THE LIMITS OF CONSTRUCTION. NO CONSTRUCTION ACTIVITY, EXCAVATION, OR FILL MAY TAKE PLACE WITHIN STAKED AREAS. ANY ROOT PRUNING ACTIVITIES SHALL BE SUPERVISED BY A LANDSCAPE ARCHITECT.
9. ANY PROPOSED CUT OR FILL MATERIAL TO BE REMOVED OR PLACED WITHIN THE DRIP LINE OF SPECIMEN TREES TO REMAIN, INCLUDING TRENCING FOR PROPOSED IMPROVEMENTS SUCH AS UTILITIES, WILL REQUIRE THE ADVANCED PRE-TREATMENT OF EACH IMPACTED TREE BY A QUALIFIED ARBORIST OR AT THE DIRECTION OF THE LANDSCAPE ARCHITECT TO MINIMIZE THE POTENTIALLY ADVERSE IMPACTS OF CONSTRUCTION.
10. THE CONTRACTOR SHALL BE SUBJECT TO ANY FINES IMPOSED BY THE OWNERS AND / OR THE GOVERNING AGENCIES FOR THE REMOVAL OF ANY TREE THAT IS SHOWN WITHIN THESE CONSTRUCTION DOCUMENTS TO BE SAVED.
- HAZARDOUS MATERIALS**
1. HAZARDOUS MATERIAL MEANS ANY SUBSTANCE: (A) THE PRESENCE OF WHICH REQUIRES INVESTIGATION OR REMEDIATION UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, ORDINANCE, RULE, CODE, ORDER, ACTION, POLICY OR COMMON LAW, OR (B) WHICH IS OR BECOMES DEFINED AS A "HAZARDOUS WASTE," "HAZARDOUS SUBSTANCE," "POLLUTANT" OR "CONTAMINANT" UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, RULE OR ORDINANCE OR AMENDMENTS THERETO INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. SECTION 9601 ET SEQ.) AND/OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 6901 ET SEQ.), OR (C) WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC, OR OTHERWISE HAZARDOUS AND IS REGULATED BY ANY GOVERNMENTAL AUTHORITY, AGENCY, DEPARTMENT, COMMISSION, BOARD, AGENCY OR INSTRUMENTALITY OF THE UNITED STATES, THE STATE IN WHICH THE PREMISES ARE LOCATED OR ANY POLITICAL SUBDIVISION, OR (D) THE PRESENCE OF WHICH OR (E) WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS, OR (F) WHICH CONTAINS POLYCHLORINATED BIPHENYLS (PCBS), ASBESTOS, LEAD OR UREA FORMALDEHYDE FOAM INSULATION.
2. CONTRACTOR AND ITS SUBCONTRACTORS SHALL USE, HANDLE, TRANSPORT, AND DISPOSE OF ALL HAZARDOUS MATERIALS (AS DEFINED HEREIN) IN COMPLIANCE WITH ALL PRESENT FEDERAL, STATE AND LOCAL ENVIRONMENTAL, HEALTH OR SAFETY LAW, INCLUDING, BUT NOT LIMITED TO, ALL SUCH STATUTES, REGULATIONS, RULES, ORDINANCES, CODES, AND RULES OF COMMON LAW.
3. CONTRACTOR FURTHER AGREES THAT CONTRACTOR AND ITS SUBCONTRACTORS SHALL NOT CAUSE THE DISCHARGE, RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIAL CREATED BY ITS WORK ON OR ABOUT THE JOB SITE. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY.
4. CONTRACTOR AND ITS SUBCONTRACTORS SHALL, UPON COMPLETION OF PERFORMANCE OF ALL DUTIES UNDER THIS CONTRACT, REMOVE ALL SUPPLIES, MATERIALS, AND WASTE CONTAINING ANY HAZARDOUS MATERIAL FROM THE JOB SITE. CONTRACTOR SHALL BEAR FULL FINANCIAL RESPONSIBILITY, AS BETWEEN THE PARTIES OF THIS CONTRACT, FOR THE COMPLIANCE OF CONTRACTOR AND ITS SUBCONTRACTORS WITH THE PROVISIONS AS OUTLINED HEREIN.
5. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD THE OWNER HARMLESS FROM AND AGAINST ANY CLAIMS INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEYS' FEES AND ANY COSTS OF INVESTIGATION, SOILS TESTING, GOVERNMENTAL APPROVALS, REMEDIATION AND CLEANUP ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FAILURE OF CONTRACTOR OR ITS SUBCONTRACTORS, OR THEIR AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES, TO COMPLY WITH THE TERMS AS DESCRIBED HEREIN.
6. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS DISCHARGE, RELEASE OR DISPOSE OF ANY HAZARDOUS MATERIAL ON OR ABOUT THE JOB SITE IN VIOLATION OF THIS PARAGRAPH, CONTRACTOR SHALL IMMEDIATELY INFORM THE OWNER IN WRITING. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY(S) AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS, PROPERTY OR THE ENVIRONMENT.
7. IN THE EVENT CONTRACTOR OR ITS SUBCONTRACTORS ENCOUNTER ON THE PREMISES ANY PIPELINE, UNDERGROUND STORAGE TANK OR OTHER CONTAINER, OF ANY KIND, THAT MAY CONTAIN A HAZARDOUS MATERIAL OR ENCOUNTER MATERIAL REASONABLY BELIEVED TO BE A HAZARDOUS MATERIAL, CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AREA AFFECTED AND REPORT THE CONDITION TO THE OWNER IN WRITING.
8. IF CONTRACTOR OR ITS SUBCONTRACTORS DO NOT COMPLY WITH THE REQUIREMENTS AS OUTLINED HEREIN, OWNER MAY, BUT IS NOT OBLIGATED TO, GIVE WRITTEN NOTICE OF VIOLATION TO CONTRACTOR. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS FAIL TO COMPLY WITH THE REQUIREMENTS OF THE PARAGRAPH WITHIN TWENTY-FOUR (24) HOURS FROM THE TIME OWNER ISSUES SUCH WRITTEN NOTICE OF NONCOMPLIANCE OR WITHIN THE TIME OF AN ABATEMENT PERIOD SPECIFIED BY ANY GOVERNMENTAL AGENCY, WHICHEVER PERIOD IS SHORTER, CONTRACTOR SHALL BE IN MATERIAL DEFAULT OF THIS CONTRACT.
9. ALL AREAS USED FOR FUEL STORAGE SHALL HAVE THE PROPERTY OWNER'S PRIOR APPROVAL AND APPROPRIATE MEASURES SHALL BE TAKEN TO INSURE PROTECTION OF GROUNDWATER AND SOIL RESOURCES.

CLEARING AND SITE PREPARATION NOTES

1. CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE PORTIONS OF THE SITE NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SEEDED, MULCHED, SODDED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL.
2. ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS.
3. THE CONTRACTOR IS TO REMOVE ALL PAVING MARKED FOR DEMOLITION WHICH INCLUDES BUT IS NOT LIMITED TO ALL ASPHALT, CONCRETE, BASE, AND RETAINING WALLS (INCLUDING FOOTERS).
4. THE CONTRACTOR SHALL SAW-CUT A SMOOTH STRAIGHT EDGE ON ANY PAVEMENT PROPOSED FOR DEMOLITION PRIOR TO ITS REMOVAL. PRIOR TO CONNECTING PROPOSED PAVEMENT TO EXISTING PAVEMENT, THE CONTRACTOR SHALL ENSURE THAT THE EDGE OF THE EXISTING PAVEMENT IS STRAIGHT AND UNIFORM.
5. THE CONTRACTOR SHALL REMOVE ALL UNSALVAGEABLE MATERIALS, ORGANIC MATERIAL, AND YARD WASTE FROM THE SITE IMMEDIATELY, AND DISPOSE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.

SAFETY NOTES

1. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS PERSONNEL.
2. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.
3. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, "ROADWAY AND TRAFFIC DESIGN STANDARDS" SHALL BE FOLLOWED IN THE DESIGN APPLICATION. INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT.
4. ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
5. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.
6. ALL SIGNS AND MARKINGS TO COMPLY WITH THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE APPLICABLE JURISDICTIONAL LAND DEVELOPMENT CODE.

NOTE

ALL CONSTRUCTION IN THE STATE OR PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARDS, STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, AND THE LATEST UTILITY ACCOMMODATION MANUAL.

NOTE

CONTRACTOR SHALL RESTORE ANY ADJOINING PROPERTY THAT MAY BE DAMAGED DUE TO HIS ACTIVITY TO ORIGINAL CONDITIONS. A PRECONSTRUCTION VIDEO TAPING OF PRE / POST CONSTRUCTION CONDITIONS IS ADVISED.

UTILITY COORDINATION NOTE

1. EXIST. UTILITY INFORMATION SHOWN ACCORDING TO BOUNDARY AND TOPOGRAPHIC SURVEY BY IRELAND & ASSOCIATES SURVEYING, INC. (UPDATED 3/6/2025).
2. CONTRACTOR SHALL VERIFY EXIST. UTILITY SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTION.
3. CONTRACTOR SHALL USE EXTREME CAUTION WHILE PERFORMING CONSTRUCTION AROUND OVERHEAD POWER LINES AND EXIST. UNDERGROUND UTILITIES. CONTRACTOR SHALL MAINTAIN MIN. COVER REQUIREMENTS OVER EXIST. UNDERGROUND UTILITIES.

GENERAL DEMOLITION NOTE

GENERAL LIMITS OF DEMOLITION SHALL INC. ALL PAVEMENT, TREES, AND OTHER EXIST. IMPROVEMENTS UNLESS SHOWN OR NOTED TO BE SAVED. DEMOLISHED MATERIAL SHALL BE REMOVED OFF-SITE AND DISPOSED OF PROPERLY ACCORDING TO GOVERNING CRITERIA. SHOULD A CONFLICT OR QUESTIONS ARISE, CONTRACTOR SHALL CONTACT PROJECT ENGINEER PRIOR TO COMMENCEMENT OF WORK.

BENCHMARK VERIFICATION

1. CONTRACTOR SHALL CHECK DESIGN SURVEY FOR BENCHMARK ELEVATION ACCURACY AND ELEVATIONS OF THOSE EXIST. IMPROVEMENTS TO REMAIN AND/OR TO MATCH GRADE WITH PRIOR TO CONSTRUCTION.

2. CONTRACTOR SHALL ACKNOWLEDGE AGREEMENT WITH THESE ELEMENTS OF THE DESIGN SURVEY IN WRITING TO THE OWNER AND ENGINEER OF RECORD PRIOR TO COMMENCING SITEWORK.

GENERAL BENCHMARK NOTES

LAKE COUNTY DATUM
BENCHMARK NO: LCBM 802
BENCHMARK ELEVATION: 80.73' (3RD ORDER)
(ELEVATIONS BASED UPON NAVD 88 DATUM)

SURVEY PROVIDED BY IRELAND & ASSOCIATES SURVEYING, INC., DATED 3/6/2025

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY -
RICHARD A. CAMPANALE, PE ON THE DATE ADJACENT TO THE SEAL.

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RICHARD A. CAMPANALE, PE 54745

UMATILLA COMMERCIAL
SITE DEVELOPMENT

DEMOLITION AND
EROSION CONTROL NOTES

MEI PARTNERS
1035 S. Seminole Blvd., Suite 100
P.O. Box 10064
P. 321.203.2852 | F. 321.203.2348
www.mei-partners.com

SHEET
C100

UMATILLA
38400 JIM DAUGHERTY RD.
UMATILLA, FLORIDA 32784

FLORIDA

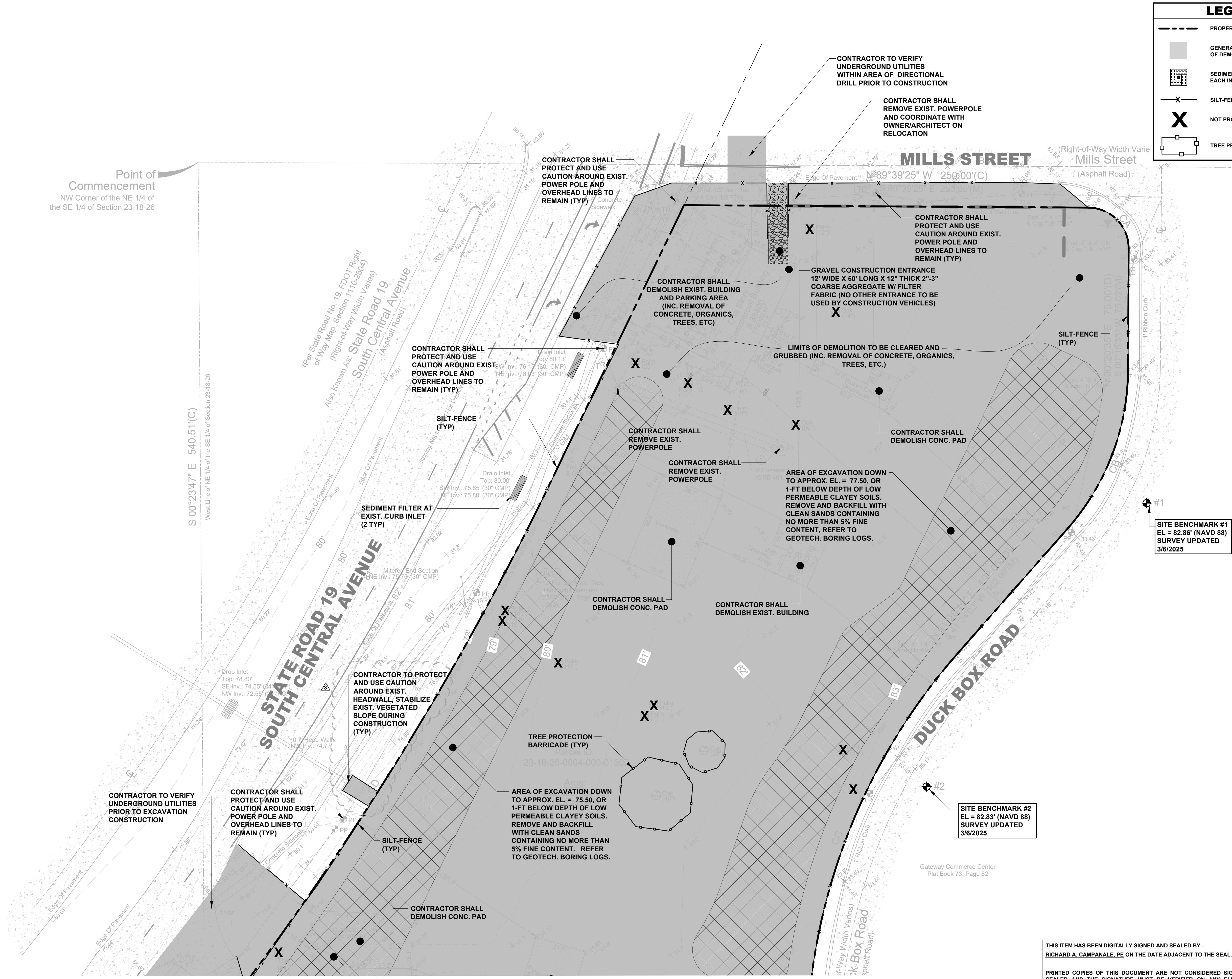
JOB NO. 178001
SCALE: AS NOTED
START: 9/10/2024
DESIGN: T.J.W
DRAWN: T.J.W
CHECKED: RAC
APPROVED: KSH

NO	DATE	DESCRIPTION OF REVISION	REV BY
6	5/16/2025	RESPONSE TO CITY OF UMATILLA AND LAKE COUNTY FOR JIM DAUGHERTY RD.	
5	4/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FDOT, SURVMD	
4	3/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FDOT, SURVMD	
3	12/30/2024	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALFF, FDOT	

178001 - UMATILLA COMMERCIAL SITE DEVELOPMENT

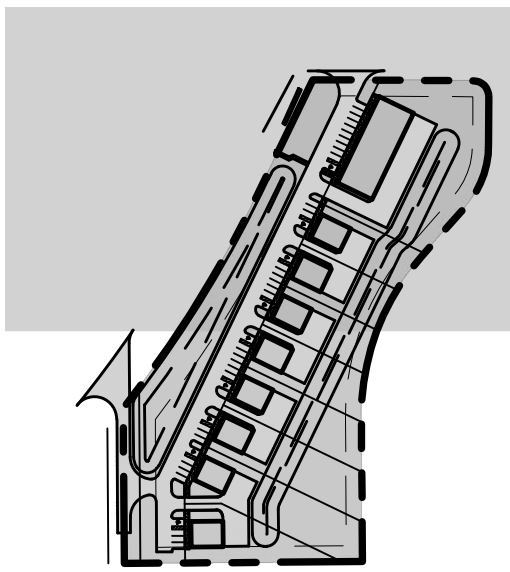
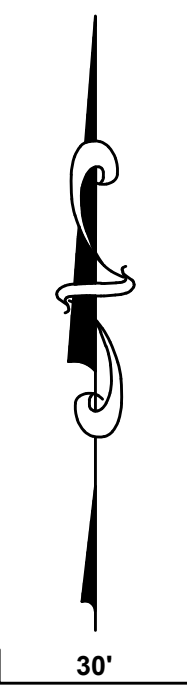
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FILED:\Shared\MEI Partners - Projects\1780 - Umatilla Commercial\CAD\Drawings\178001.dwg

Point of Commencement
NW Corner of the NE 1/4 of
the SE 1/4 of Section 23-18-26



LEGEND

- PROPERTY BOUNDARY
- GENERAL LIMITS OF DEMOLITION
- SEDIMENT FILTER AROUND EACH INLET STRUCTURE
- SILT-FENCE
- NOT PROTECTED TREES TO BE REMOVED
- TREE PROTECTION BARRICADE



KEY MAP
NTS

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RICHARD A. CAMPANALE, PE ON THE DATE ADJACENT TO THE SEAL.

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RICHARD A. CAMPANALE, PE 54745

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1	RESPONSE TO CITY OF UMATILLA AND LAKE COUNTY FOR JIM DAUGHERTY RD.
2	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FDOT, SJRWMD
3	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALFF, FDOT, SJRWMD
4	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALFF, FDOT
5	
6	

**UMATILLA COMMERCIAL
SITE DEVELOPMENT**

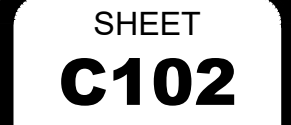
38400 JIM DAUGHERTY RD.
UMATILLA, FLORIDA 32784

FLORIDA

**DEMOLITION AND
EROSION CONTROL PLAN**

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FILE: M:\Shared\ME Partners - Projects\178 Sendtore\001 Unatilla Commercial\CADD\Plots\Demo PT 1780001.dwg

RICHARD A. CAMPANALE, PE 54745

GENERAL NOTES

1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN ON PLANS.

2. CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO BOUNDARY AND TOPOGRAPHIC SURVEY FOR ALL HORIZONTAL LINE DIMENSIONS.

3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION AND SUPPLY THEM WITH THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED CONSTRUCTION SCHEDULE, ALL REQUIRED SHOP DRAWINGS AND OTHER INFORMATION AS REQUIRED. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.

4. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE HIS ACTIVITIES, AS NECESSARY, TO INTERFACE SMOOTHLY WITH WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES.

5. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.

6. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT.

7. ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO SHALL BE OF LATEST REVISION.

8. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.

9. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN HAND BEFORE BEGINNING ANY CONSTRUCTION. NO CONSTRUCTION FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL APPROVED PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND REGULATORY AUTHORITIES. ANY PENALTIES, STOP WORK ORDERS OR ADDITIONAL WORK RESULTING FROM THE CONTRACTOR BEING IN VIOLATION OF THE REQUIREMENTS ABOVE SHALL BE FULLY BORNE BY THE CONTRACTOR.

10. THE CONTRACTOR SHALL NOTIFY SUNSHINE LOCATORS FORTY EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION. 1-800-432-4770, MONDAY THROUGH FRIDAY 7:00 AM TO 4:30 PM, CHAPTER 553 - 851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING. THE DRAWINGS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS (IF ANY) AND DO NOT SHOW SERVICE LINES.

11. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST BECOME FAMILIAR WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXPECTED ORGANIC SILT PEAT AREAS, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFF-SITE AND MATERIALS TO BE DISPOSED OF OFF-SITE, ALL OF WHICH WILL AFFECT HIS PRICING, ANY DELAY, INCONVENIENCE, OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL, AND THE CONTRACTOR MAY HAVE TO IMPORT MATERIALS, AT NO EXTRA COST, FROM OFF-SITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.

12. THE CONTRACTOR SHALL NOTIFY THE OWNER WHEN ALL WORK IS LAID OUT (SURVEY STAKED), SO THAT A DETERMINATION MAY BE MADE OF SPECIFIC TREES TO BE REMOVED.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING ANY CONSTRUCTION ACTIVITIES FROM TAKING PLACE OUTSIDE OF THE LIMITS OF CONSTRUCTION SHOWN ON THE PLANS. ANY ON-SITE OR OFF-SITE AREAS DISTURBED SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER. ALL ON-SITE AREAS DISTURBED BY THE CONSTRUCTION SHALL BE STABILIZED WITH SOD (BAHIA), UNLESS OTHERWISE NOTED. ALL OFF-SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLACED IN KIND, AT A MINIMUM, ALL PVIOUS OFF-SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED WITH BAHIA.

14. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF APPROVED CONSTRUCTION PLANS AND ALL PERMITS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ONE SET OF AS-BUILT DRAWINGS TO THE ENGINEER OF RECORD AND ONE SET TO THE OWNER ONE WEEK AFTER COMPLETING CONSTRUCTION.

15. ALL CONTRACTORS, MUNICIPALITY REPRESENTATIVES, AND UTILITY COMPANIES ARE RESPONSIBLE FOR THEIR RESPECTIVE SURVEYING AND LAYOUT FROM BENCHMARK PROVIDED ON CONSTRUCTION PLANS. ANY SURVEY MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE REPLACED UPON COMPLETION OF THE WORK BY A REGISTERED LAND SURVEYOR. THE COST FOR REPLACEMENT OF THE MONUMENTATION SHALL BE BORNE BY THE COMPANY RESPONSIBLE FOR DISTURBING SAID MONUMENTATION.

16. ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE PERFORMED IN A WORKMAN LIKE MANNER AND IN STRICT ACCORDANCE WITH THE MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS ADOPTED BY THE MUNICIPALITY, THE PLANS, AND CONSTRUCTION SPECIFICATIONS. WHERE CONFLICTS OR OMISSIONS EXIST, THE MUNICIPALITY'S STANDARDS SHALL DICTATE. SUBSTITUTIONS AND DEVIATION FROM PLANS AND SPECIFICATIONS SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE OWNER AND/OR ENGINEER.

17. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING MATERIALS. ANY MATERIAL, STRUCTURES, ETC. ORDERED PRIOR TO RECEIVING APPROVAL BY THE ENGINEER OF RECORD IS SUBJECT TO BE REJECTED AND REPLACED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL CONTACT THE ENGINEER FOR A LIST OF MINIMUM SHOP DRAWING MATERIALS TO BE SUBMITTED FOR REVIEW.

18. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY DEWATERING PERMIT NECESSARY TO COMPLETE THE WORK SHOWN WITHIN THESE PLANS. ALL DEWATERING COSTS ASSOCIATED WITH THE INSTALLATION AND CONSTRUCTION OF THE UNDERGROUND UTILITIES; STORMWATER PIPES AND MANHOLES; SANITARY SEWER MAINS, FORCE MAINS, MANHOLES, LIFT STATIONS AND STORMWATER MANAGEMENT SYSTEMS SHALL BE INCLUDED AS PART OF THE CONSTRUCTION BID COSTS.

19. PLANS AND SPECIFICATIONS REQUIRE THAT FILL REQUIRED FOR THE COMPLETION OF THE PROJECT SHALL BE COMPACTED. THE BACKFILL PLACED ALONG SIDE OF AND OVER ALL UTILITIES SHALL ALSO BE COMPACTED TO 98% OF MAXIMUM OBTAINABLE DRY DENSITY PER AASHTO T-180 UNLESS OTHERWISE SPECIFIED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED TESTS PERFORMED BY AN INDEPENDENT TESTING LABORATORY. THE CONTRACTOR SHALL PAY FOR ALL COMPACTION TESTS AND RE-TESTS. THE ENGINEER AND OWNER SHALL BE COPIED ON ALL COMPACTION TESTS TO VERIFY BACKFILL COMPACTION.

20. HANDICAP RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS AND BE IN ACCORDANCE WITH STATE REGULATIONS FOR HANDICAP ACCESSIBILITY.

21. ALL PROPOSED IMPROVEMENTS WITHIN THE ROAD RIGHT-OF-WAY WILL BE DEDICATED TO THE AGENCY HAVING JURISDICTION FOR PUBLIC USE.

22. CONSTRUCTION OBSERVATION WILL BE PROVIDED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

23. ALL SIDEWALKS SHALL BE HANDICAPPED ACCESSIBLE UNLESS OTHERWISE SHOWN.

SIDEWALK REQUIREMENTS-

- THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%.
- IF THE LONGITUDINAL SLOPE OF THE SIDEWALK EXCEEDS 1:20 (5%), IT IS CONSIDERED A RAMP AND A LEVEL LANDING MUST BE PROVIDED FOR EVERY 30-IN CHANGE IN ELEVATION AND IN SUCH CASES HANDRAILS MAY BE REQUIRED.

SIDEWALK CURB RAMP REQUIREMENTS-

- A LANDING MUST BE PROVIDED AT THE TOP OF RAMP WITH SLOPE THAT DOES NOT EXCEED 2% IN ANY DIRECTION.
- THE CROSS SLOPE MUST NOT EXCEED 2%.
- THE LONGITUDINAL SLOPE MUST NOT EXCEED 1:12.
- THE RAMP SHALL HAVE A DETECTABLE WARNING SURFACE THAT SPANS THE FULL WIDTH OF THE DROP/FLUSH CURB.

24. PARKING BAYS MEASUREMENT (I.E. "10 SPACES @ 10'-100-FT) IS FROM FACE-OF-CURB TO FACE-OF-CURB.

SITE DATA

NAME OF DEVELOPMENT- UMATILLA COMMERCIAL SITE DEVELOPMENT

PARCEL ID. NO. - 23-18-26-0004-000-01500

CURRENT ZONING- C-2

CURRENT LANDUSE- COMMERCIAL

SITE DESCRIPTION-

- VEGETATION: THE MAJORITY OF THE SITE IS CURRENTLY UNDEVELOPED GRASS AND TREES. EXIST. BUILDINGS ON SITE AND PAVEMENT.
- JURISDICTIONAL LANDS: N/A WITHIN PROJECT AREA.
- DRAINAGE: NO EXISTING STORMWATER COLLECTION SYSTEM ON-SITE, OVERLAND FLOW TOWARD WEST INTO THE SR 19 DRAINAGE DITCH SYSTEM.
- FEMA FLOOD ZONE(S): THE ENTIRETY OF THIS SITE LIES WITHIN ZONE "X" PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM NO. 12069C0220E DATED REVISED DECEMBER 18, 2012.

PROJECT REQUIREMENTS-

- LOT- MIN. LOT SIZE 20,000-SF, MIN. LOT WIDTH 150-FT
- STRUCTURE FRONT SETBACK- MIN. 20-FT SETBACK
- STRUCTURE SIDE SETBACK- MIN. 10-FT SETBACK
- STRUCTURE REAR SETBACK- MIN. 25-FT SETBACK
- PARKING REQUIREMENTS: 1 SPACE PER 1,000-SF FOR WAREHOUSE, 1 SPACE PER 200-SF FOR OFFICE USES.
- BICYCLE PARKING REQUIREMENTS- 0.10 PER REQ. PARKING SPACES = 2

EXISTING CONDITIONS-

- EXISTING IMPERVIOUS AREA = 0.30-AC OR 13,068-SF (OFFICE BUILDING AND PARKING)

PROPOSED DEVELOPMENT-

- TOTAL PROJECT AREA = 5.80-AC OR 252,803-SF
- TYPE OF CONSTRUCTION - DEVELOPMENT OF COMMERCIAL WAREHOUSE/OFFICE BUILDINGS AND ASSOCIATED PARKING SPACES AND DRIVE AISLES.
- ISR = 45% (75% MAX)

PARKING SPACES-

- EXISTING PARKING = 10 (INC. 1 HC) (TO BE REMOVED)
- NUMBER OF SPACED FOR BUILDING 1 = 22 SPACES (INC. 1 HC)
- NUMBER OF LOADING/UNLOADING = 1 SPACE
- TOTAL NUMBER OF PARKING SPACES = 57 SPACES (INC. 5 HC) (CONSTRUCTION)
- NUMBER OF PARKING SPACES REMOVED = 10 SPACES
- OVERALL PHASED PARKING SPACES PROVIDED = 57 SPACES

DATA SUMMARY-

- NUMBER OF PHASES = PHASED DEVELOPMENT
- TOTAL NUMBER OF BUILDINGS = 5 (BUILDINGS 2-5 FOR FUTURE CONSTRUCTION)
- TOTAL SITE AREA = 5.80-AC OR 252,803-SF
- TOTAL NUMBER OF PROPOSED PARKING SPACES = 57 SPACES (INC. 5 HC)
- PHASE 1 IMPERVIOUS AREA = 1.16-AC (20.9%)
 - BLDG. COVERAGE = 0.22-AC (3.8%)
 - VEHICLE USE AREA = 0.91-AC (15.7%)
 - SIDEWALKS = 0.03-AC (0.5%)
- FUTURE IMPERVIOUS AREA = 1.34-AC (23.1%)
 - BLDG. COVERAGE = 0.47-AC (8.1%)
 - VEHICLE USE AREA = 0.78-AC (13.4%)
 - SIDEWALKS = 0.09-AC (1.6%)
- TOTAL IMPERVIOUS AREA = 2.50-AC (43.1%)
 - BLDG. COVERAGE = 0.69-AC (11.9%)
 - VEHICLE USE AREA = 1.69-AC (29.9%)
 - SIDEWALKS = 0.12-AC (2.1%)
- TOTAL OPEN SPACE (LANDSCAPE AREA) = 3.30-AC (56.9%)

SR 19 LANE CLOSURE RESTRICTIONS

SECTION	11100000 MP 3.159	COUNT STATION	0008	4-LANES
M.P.	0.739	TO M.P.	3.546	DATE 4/20/22
NO LANE CLOSURES	2:00 PM	TO	6:00 PM	DIRECTION NORTHBOUND
NO LANE CLOSURES	7:00 AM	TO	9:00 AM	DIRECTION SOUTHBOUND

TESTING AND INSPECTION REQUIREMENTS

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE GEOTECHNICAL ENGINEER. UPON COMPLETION OF THE WORK, THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

2. THE OWNER WILL RETAIN THE SERVICES OF A QUALIFIED TESTING LABORATORY TO PERFORM ALL TESTING NECESSARY AS REQUIRED BY THESE PLANS AND THE VARIOUS AGENCIES. THE OWNER SHALL PAY THE COSTS OF ALL INITIAL TESTING. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THE REQUIREMENTS, THE CONTRACTOR SHALL BEAR ALL COSTS OF SAID RETESTING.

AS-BUILT NOTE

UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION CERTIFIED BY A REGISTERED LAND SURVEYOR. THIS "AS-BUILT" INFORMATION SHALL INCLUDE INVERT ELEVATIONS, LOCATION OF FITTINGS, LOCATION OF STRUCTURES FOR ALL UTILITIES INSTALLED, CONTROL STRUCTURES, AS WELL AS TOP OF BANK, TOE OF SLOPE, GRADE BREAK LOCATIONS, AND ELEVATIONS FOR POND AND DITCH CONSTRUCTION. NO ENGINEER'S CERTIFICATION FOR CERTIFICATE OF OCCUPANCY PURPOSES WILL BE MADE UNTIL THIS INFORMATION IS RECEIVED AND APPROVED BY THE ENGINEER OF RECORD.

PARKING REQUIREMENTS

OFF-STREET PARKING REQUIREMENTS-

- BUILDING 1-
 - OFFICE - 1 PARKING SPACE PER 200-SF OFFICE - (2,500-SF / 200) = 13 SPACES
- WAREHOUSE - 1 PARKING SPACE PER 1000-SF WAREHOUSE - (7,300-SF / 1000) = 8 SPACES

PARKING REQUIRED = 21 SPACES
PARKING PROVIDED = 21 SPACES
TOTAL PARKING PROVIDED (INC. HC) = 21

HANDICAPPED PARKING REQUIREMENTS-

- PER FLORIDA STATUTE 316.1955 & 316.1956
- PER A.D.A.A.G. § 4.1.2 (5)

TOTAL PARKING IN LOT REQUIRED ACCESSIBLE SPACES
1-25 26-50 2

BICYCLE PARKING REQUIREMENTS-

- 10.0 SPACE PER REQUIRED PARKING - REQUIRED - 0.10 x 21 SPACES = 2 BICYCLE SPACES PROVIDED = 2 SPACES

LOADING SPACE- 12' x 25' PROVIDED

BUILDING/PHASING TABLE

BUILDING ID	AREA (AC)	AREA (SF)	FRONTAGE WIDTH (FT)
1	1.07	46,732	204
2 - FUTURE	0.58	25,402	150
3 - FUTURE	0.63	27,432	150
4 - FUTURE	0.78	33,974	157
5 - FUTURE	0.75	32,483	163

UTILITY COORDINATION NOTE

1. EXIST. UTILITY INFORMATION SHOWN ACCORDING TO BOUNDARY AND TOPOGRAPHIC SURVEY BY IRELAND & ASSOCIATES SURVEYING, INC. (UPDATED 3/6/2025).

2. CONTRACTOR SHALL VERIFY EXIST. UTILITY SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTION.

3. CONTRACTOR SHALL USE EXTREME CAUTION WHILE PERFORMING CONSTRUCTION AROUND OVERHEAD POWER LINES AND EXIST. UNDERGROUND UTILITIES. CONTRACTOR SHALL MAINTAIN MIN. COVER REQUIREMENTS OVER EXIST. UNDERGROUND UTILITIES.

CONTRACTOR SHALL PROVIDE PEDESTRIAN M.O.T. IN ACCORDANCE WITH PEDESTRIAN SPECIAL DETOUR OPTION, FDOT STD. PLANS 102-660, SHEET 2 OF 2, SEE SHEET C505

LOCATION OF PROPOSED 2' x 8' COMMERCIAL SIGN, DESIGNED & PERMITTED BY OTHERS

PROPOSED 5' S/W TO MEET ADA REQUIREMENTS

SAWCUT & MATCH EXIST. PAVT. (TYP)

SAWCUT & MATCH EXIST. SIDEWALK (TYP)

ADA DETECTABLE WARNING STRIP (2-FT WIDE, 2 TYP)

EXIST. PAVED SHOULDER

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2. CONTRACTOR SHALL VERIFY EXIST. UTILITY SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTION.

3. CONTRACTOR SHALL USE EXTREME CAUTION WHILE PERFORMING CONSTRUCTION AROUND OVERHEAD POWER LINES AND EXIST. UNDERGROUND UTILITIES. CONTRACTOR SHALL MAINTAIN MIN. COVER REQUIREMENTS OVER EXIST. UNDERGROUND UTILITIES.

SECTION	11100000 MP 3.159	COUNT STATION	0008		4-LANES
M.P.	0.739	TO M.P.	3.546	DATE	4/20/22
NO LANE CLOSURES	2:00 PM	TO	6:00 PM	DIRECTION	NORTHBOUND
NO LANE CLOSURES	7:00 AM	TO	9:00 AM	DIRECTION	SOUTHBOUND

	PROPERTY BOUNDARY
	SETBACKS
	EASEMENTS
	LIMITS OF NEW ASPHALT PAVEMENT
	HEAVY DUTY ASPHALT IN RIGHT-OF-WAY

LAKE COUNTY DATUM
BENCHMARK NO: LCBM B02
BENCHMARK ELEVATION: 80.73' (3RD ORDER)
(ELEVATIONS BASED UPON NAVD 88 DATUM)

SURVEY PROVIDED BY IRELAND &
ASSOCIATES SURVEYING, INC., DATED 3/6/2025

BUILDING ID	AREA (AC)	AREA (SF)	FRONTAGE WIDTH (FT)
1	1.07	46,732	204
2 - FUTURE	0.58	25,402	150
3 - FUTURE	0.63	27,432	150
4 - FUTURE	0.78	33,974	157
5 - FUTURE	0.75	32,483	163

NTS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY -
RICHARD A. CAMPANALE, PE ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

RICHARD A. CAMPANALE, PE 54745

JOB NO. 178001			
SCALE:		AS NOTED	
START:		9/10/2024	
DRAWN:		TJW	
CHECKED:		RAC	
APPROVED:		KSH	
REV/1	DATE	DESCRIPTION OF REVISION	REV/1
5	5/16/2025	RESPONSE TO CITY OF UMATILLA AND LAKE COUNTY FOR JIM DAUGHTER RD.	
4	3/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FDOT, SJRWMD	
3	3/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HAUFF, FDOT, SJRWMD	
2	3/18/2024	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HAUFF, FDOT	
1	12/30/2024		

**UMATILLA COMMERCIAL
SITE DEVELOPMENT**
38400 JIM DAUGHERTY RD.
UMATILLA, FLORIDA 32784

SITE GEOMETRY PLAN

 **PARTNERS**
1035 S. Semoran Blvd., Suite 1029
Winter Park, FL 32792 CA 33154
P: 321.203.2852 | F: 321.203.2948
www.mei-partners.com

SHEET
C201

PAVING AND DRAINAGE NOTES

1. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED ON PLANS.

2. CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO SURVEY BY IRELAND & ASSOCIATES SURVEYING, INC. FOR ALL HORIZONTAL LINE DIMENSIONS.

3. TOPO INFORMATION SHOWN ON THESE PLANS PROVIDED BY SURVEY BY IRELAND & ASSOCIATES SURVEYING, INC. (NAVD 88). TOPOGRAPHIC DATA UPDATED 3/6/2025.

4. ALL DISTURBED AREAS SHALL BE SODDED UNLESS OTHERWISE NOTED ON PLANS. SOD INSTALLED ON SLOPES 3:1 OR GREATER SHALL BE HELD IN PLACE WITH 12-IN STAPLES.

5. PROPOSED GRADING OF LANDSCAPED / ENHANCED AREAS DEPICT FINAL GRADES UPON NECESSARY FILL AND SODDING / GRASSING.

6. THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES. THERE IS NO IMPLICATION THAT EARTHWORK BALANCES AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED, OR FOR REMOVAL AND DISPOSAL OF ANY EXCESS MATERIALS.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY TESTING TO ASSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE, AND ALL OTHER PERTINENT AREAS THAT HAVE BEEN COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH TESTING AND SHALL PROVIDE THE OWNER AND THE ENGINEER WITH COPIES OF THE CERTIFICATION OF COMPACTION FROM THE TESTING COMPANY.

8. GRADING SHOWN ON THESE PLANS IS PROVIDED TO THE CONTRACTOR TO EXPRESS THE GENERAL GRADING INTENT OF THE PROJECT. THE CONTRACTOR SHALL GRADE THE ENTIRE SITE TO PROVIDE POSITIVE DRAINAGE IN ALL AREAS. SMOOTH TRANSITIONS SHALL BE PROVIDED BETWEEN CONTOURS OR SPOT ELEVATIONS AS SHOWN ON THE PLANS TO ACCOMPLISH THE GRADING INTENT. NO STANDING WATER ("BIRDBATHS") SHALL REMAIN WITHIN THE PARKING AREAS INCLUDING THOSE AREAS NEXT TO THE INLET. ALL SLOPES SHALL PROVIDE POSITIVE DRAINAGE INTO THE INLETS. ALL SLOPES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING HAS BEEN COMPLETED. CONTRACTOR SHALL NOTIFY OWNER AND ENGINEER A MINIMUM OF FORTY-EIGHT(48) HOURS PRIOR TO DEMOBILIZATION OF GRADING EQUIPMENT TO DETERMINE THAT THE GRADING INTENT HAS BEEN ACHIEVED.

9. ALL MATERIALS AND CONSTRUCTION METHODS ARE TO BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) SECTION 400 (CONCRETE STRUCTURES) AND THE APPLICABLE FDOT INDEX NUMBER DETAIL AS SHOWN IN FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

10. ALL ORGANIC SOILS BELOW UTILITY TRENCHES SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL AND COMPACTED TO NO LESS THAN 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY (AASHTO T - 100).

11. STABILIZED SUBGRADE TO BE FDOT TYPE "C".

12. ALL CONCRETE FLUMES, WALKS, AND CURBS SHALL BE CONSTRUCTED WITH 3,000-PSI (AT 28 DAYS) CONCRETE UNLESS OTHERWISE NOTED.

13. ALL CURBS SHALL HAVE CONTRACTION JOINTS AT INTERVALS NOT TO EXCEED 10-FT ON CENTER. CONSTRUCTION OF CURBS SHALL BE IN CONFORMANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) SECTION 520 AND DETAILS PROVIDED ON THE CONSTRUCTION PLANS.

14. ALL AREAS WITHIN THE RIGHT-OF-WAY SHALL BE FINISHED GRADED WITH A SMOOTH TRANSITION INTO EXISTING GROUND. ALL SWALES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING. ALL DISTURBED AREAS SHALL BE SODDED AFTER FINAL GRADING IN ACCORDANCE WITH THE CONSTRUCTION PLANS PRIOR TO FINAL INSPECTION. ALL GRASSING SOD SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL FINAL ACCEPTANCE BY THE OWNER/OPERATOR. ANY SOD INSTALLED ADJACENT TO CURBS AND SIDEWALKS SHALL BE INSTALLED FLUSH WITH THE TOP OF SAID CURB/SIDEWALK, IN ORDER TO PROVIDE A SMOOTH GRADE TRANSITION AND ALLEVIATE TRIPPING HAZARDS.

15. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND, INCLUDING SPRINKLERS, SHALL BE PLACED BENEATH THE PAVEMENT AND ITS EDGES AND TESTED OR INSPECTED PRIOR TO THE CONSTRUCTION OF THE PAVEMENT. THE PAVEMENT SHALL NOT BE CUT WITHOUT PRIOR APPROVAL OF THE OWNER.

16. ALL FILL MATERIALS SHALL BE FREE OF MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH, OR OTHER UNSUITABLE MATTER.

17. ALL EXCESS USEABLE MATERIALS EXCAVATED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AT ON-SITE LOCATIONS AS SPECIFIED BY THE OWNER. EXCESS MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USEABLE (NONORGANIC) FILL STOCKPILES AND ORGANIC (MUCK) STOCKPILES. IF MUCK IS ENCOUNTERED, CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE. THE OWNER MAY, AT HIS SOLE DISCRETION, REQUIRE THE CONTRACTOR, AT NO ADDITIONAL EXPENSE TO THE OWNER, TO PROPERLY REMOVE AND DISPOSE OF ANY EXCESS MATERIAL, WHETHER USEABLE OR ORGANIC. FILL MATERIALS PLACED UNDER ROADWAYS SHALL BE COMPACTED TO AT LEAST 98% MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-100. ALL OTHER AREAS ARE TO BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-100. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. REFER TO SOILS REPORT FOR ADDITIONAL INFORMATION. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND THE OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTOR'S PAY REQUEST SUBMITTAL.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.

19. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOIL TESTING COMPANY AND BE PLACED IN STRIPS COMPACTED ACCORDING TO THESE PLANS OR THE REFERENCED SOILS REPORT.

20. CONTRACTOR SHALL TRIM, TACK, AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT.

21. CONTRACTOR TO PROVIDE A 1/2-IN TO 1-IN BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENTS OF CONCRETE AND OTHER MATERIALS (BUILDINGS, OTHER POURED CONCRETE, ETC.).

22. THE CONTRACTOR SHALL PROVIDE OWNER AND ENGINEER PAVEMENT AS-BUILTS. AS-BUILTS SHALL CONTAIN AT A MINIMUM, BUT NOT LIMITED TO, PAVEMENT WIDTHS, PAVEMENT CROSS SLOPES, AND DRAINAGE DIRECTIONS WITH HIGH POINTS DELINEATED. THE AS-BUILT SHALL BE PREPARED BY A REGISTERED LAND SURVEYOR AND SHALL BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS DEFINED IN CHAPTER 61G-17.006, FAC.

23. FOR SPECIFIED REINFORCED CONCRETE PIPE (RCP), THE PIPE SHALL BE CLASS III WITH RUBBER GASKET JOINTS. RCP SHALL CONFORM TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) SECTION 941. RUBBER GASKETS SHALL CONFORM TO SECTION 942.

24. ALL STORM PIPE JOINTS AT STRUCTURE CONNECTIONS SHALL BE FILTER FABRIC WRAPPED PER DETAIL SHOWN IN FDOT INDEX NO. 201. ALL STORM PIPE JOINTS SHALL HAVE A FILTER FABRIC JACKET PER DETAIL SHOWN IN FDOT INDEX NO. 200. ALL STORM STRUCTURE BOTTOMS (NOT INCLUDING SUMP STRUCTURES) SHALL HAVE GROUTED BOTTOMS AS SPECIFIED IN 'ALL PIPE

TYPES DRAINAGE STRUCTURE INVERT* DETAIL IN FDOT INDEX NO. 201.

25. ALL OTHER RELATED ITEMS REQUIRED FOR THE CONSTRUCTION OF THE STORM SEWER (OUTFALL PROTECTION, POLLUTION CONTROL, ETC.) ARE TO BE IN ACCORDANCE WITH DETAILS SHOWN ON THE CONSTRUCTION PLANS, FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, AND FDOT STANDARD SPECIFICATIONS FOR ROADWAY AND BRIDGE CONSTRUCTION (LATEST EDITION).

26. THE ENTIRE BUILDING AREA PLUS 5-FT BEYOND THE EDGE OF EACH FOUNDATION SHOULD BE CLEARED AND GRUBBED. REMOVE AND REPLACE ANY UNSUITABLE MATERIAL. BACKFILL WITH STRUCTURAL FILL IN 12-IN LIFTS TO THE PROPOSED GRADE SHOWN ON PLAN. COMPACT TO 98% DENSITY AASHTO T-100, ONE (1) DENSITY TEST PER 5,000-SF PER LIFT (MIN).

27. SIDEWALKS ARE TO BE CONSTRUCTED IN THE AREAS AS SHOWN ON THE CONSTRUCTION PLANS AND AS SHOWN IN THE DETAIL INCLUDED HEREIN. THE SIDEWALK SHALL BE CONSTRUCTED OF 4-IN OF CONCRETE UNLESS OTHERWISE NOTED.

28. WHERE SIDEWALK IS PROPOSED TO MEET BUILDING FINISHED FLOOR, SPOT ELEVATIONS SHALL NOT TO BE LOWER THAN FINISHED FLOOR ELEVATION BY MORE THAN 0.50-IN (0.04-FT).

29. CONSTRUCTION OF THE ROADWAY SHALL BE IN ACCORDANCE WITH THE PAVEMENT SECTION INCLUDED IN THESE PLANS AND THE GEOTECHNICAL REPORT. ANY CONFLICTS BETWEEN THE PAVEMENT SECTION SHOWN WITHIN THESE PLANS AND THE GEOTECHNICAL REPORT SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTRACT BID. NO ADDITIONAL COMPENSATION WILL BE GIVEN TO THE CONTRACTOR FOR BIDDING THE WRONG PAVEMENT SECTION. SUBGRADE PREPARATION AND PAVEMENT INSTALLATION SHALL CONFORM TO FDOT STANDARDS AND GEOTECHNICAL REPORT RECOMMENDATIONS.

30. ALL PAVING SURFACES IN INTERSECTIONS AND ADJACENT SECTIONS SHALL BE GRADED TO DRAIN POSITIVELY IN THE DIRECTION SHOWN BY THE FLOW ARROWS ON THE PLANS AND TO PROVIDE A SMOOTHLY TRANSITIONED DRIVING SURFACE FOR VEHICLES WITH NO SHARP BREAKS IN GRADE, AND NO UNUSUALLY STEEP OR REVERSE CROSS SLOPES. APPROACHES TO INTERSECTIONS AND ENTRANCES AND EXIT GRADES TO INTERSECTIONS WILL HAVE TO BE STAKED IN THE FIELD AT DIFFERENT GRADES THAN THE CENTERLINE GRADES SHOWN ON THE PLANS. IN THESE AREAS, IT MAY ALSO BECOME ADVISABLE TO MAKE MINOR LOCAL FIELD ADJUSTMENTS IN THE CENTERLINE GRADES TO ACCOMPLISH THE PURPOSES OUTLINED. IN ADDITION, THE STANDARD CROWN WILL HAVE TO BE CHANGED IN ORDER TO DRAIN POSITIVELY IN THE AREA OF INTERSECTIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH THE ABOVE AND THE ENGINEER SHALL BE CONSULTED SO THAT HE MAY MAKE ANY AND ALL REQUIRED INTERPRETATIONS OF THE PLANS OR GIVE SUPPLEMENTARY INSTRUCTIONS TO ACCOMPLISH THE INTENT OF THE PLANS.

31. CONTRACTOR SHALL REFER TO PROJECT GEOTECHNICAL REPORT FOR SOIL BORINGS AND DESIGN AND CONSTRUCTION RECOMMENDATIONS. (MTE, MIKE TANNOUS ENGINEERING, INC., JOB NO. 24-225, DATED JULY 2, 2024)

32. REFER TO SHEET NO. C500 AND C501 FOR PAVING AND DRAINAGE DETAILS.

TESTING AND INSPECTION REQUIREMENTS

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE GEOTECHNICAL ENGINEER. UPON COMPLETION OF THE WORK, THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

2. THE OWNER WILL RETAIN THE SERVICES OF A QUALIFIED TESTING LABORATORY TO PERFORM ALL TESTING NECESSARY AS REQUIRED BY THESE PLANS AND THE VARIOUS AGENCIES. THE OWNER SHALL PAY THE COSTS OF ALL INITIAL TESTING. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THE REQUIREMENTS, THE CONTRACTOR SHALL BEAR ALL COSTS OF SAID RETESTING.

AS-BUILT NOTE

UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION CERTIFIED BY A REGISTERED LAND SURVEYOR. THIS "AS-BUILT" INFORMATION SHALL INCLUDE INVERT ELEVATIONS, LOCATION OF FITTINGS, LOCATION OF STRUCTURES FOR ALL UTILITIES INSTALLED, CONTROL STRUCTURES, AS WELL AS THE TOP OF BANK, TOE OF SLOPE, GRADE BREAK LOCATIONS, AND ELEVATIONS FOR POND AND DITCH CONSTRUCTION. NO ENGINEER'S CERTIFICATION FOR CERTIFICATE OF OCCUPANCY PURPOSES WILL BE MADE UNTIL THIS INFORMATION IS RECEIVED AND APPROVED BY THE ENGINEER OF RECORD.

UTILITY COORDINATION NOTE

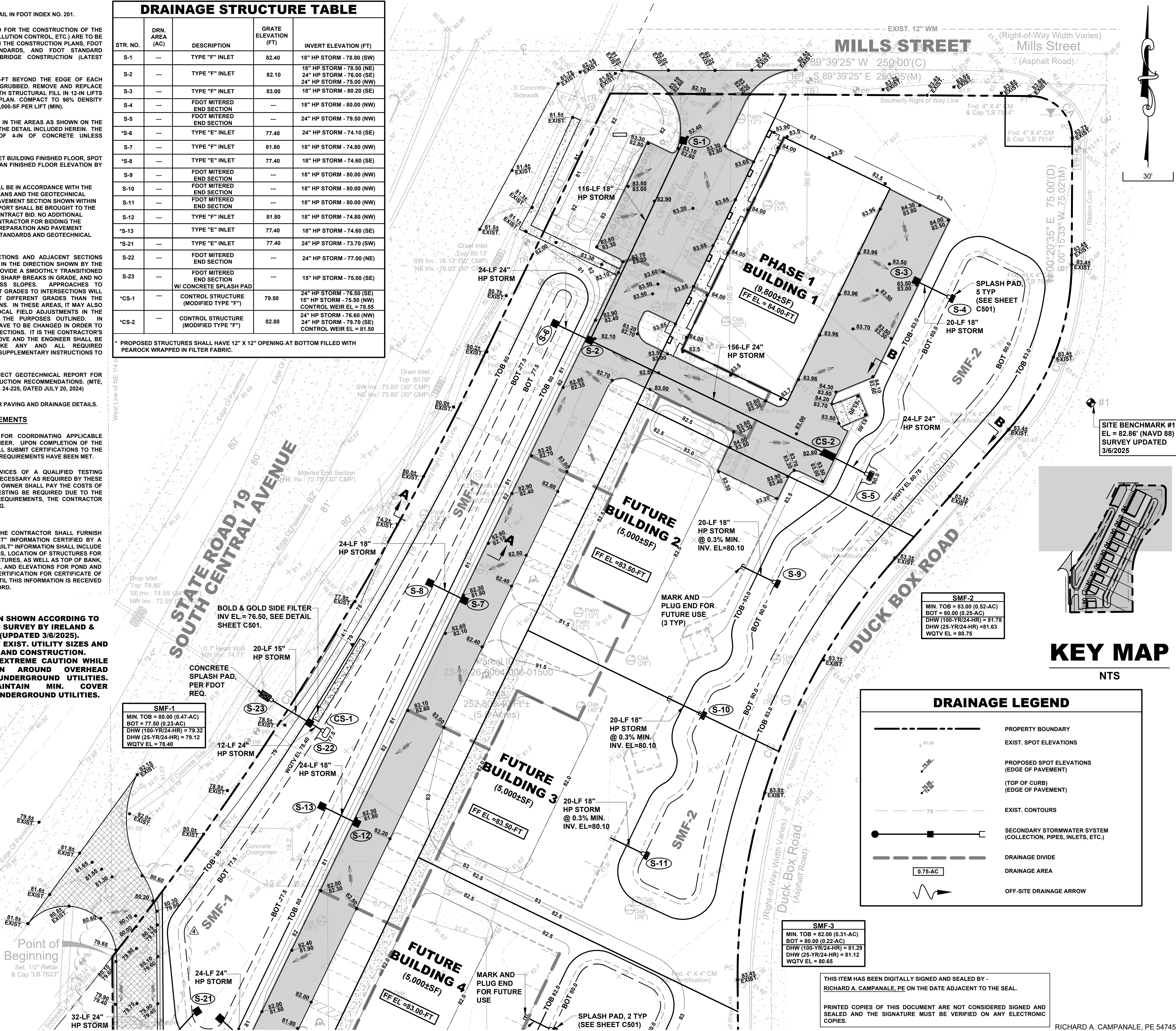
1. EXIST. UTILITY INFORMATION SHOWN ACCORDING TO BOUNDARY AND TOPOGRAPHIC SURVEY BY IRELAND & ASSOCIATES SURVEYING, INC. (UPDATED 3/6/2025).

2. CONTRACTOR SHALL VERIFY EXIST. UTILITY SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTION.

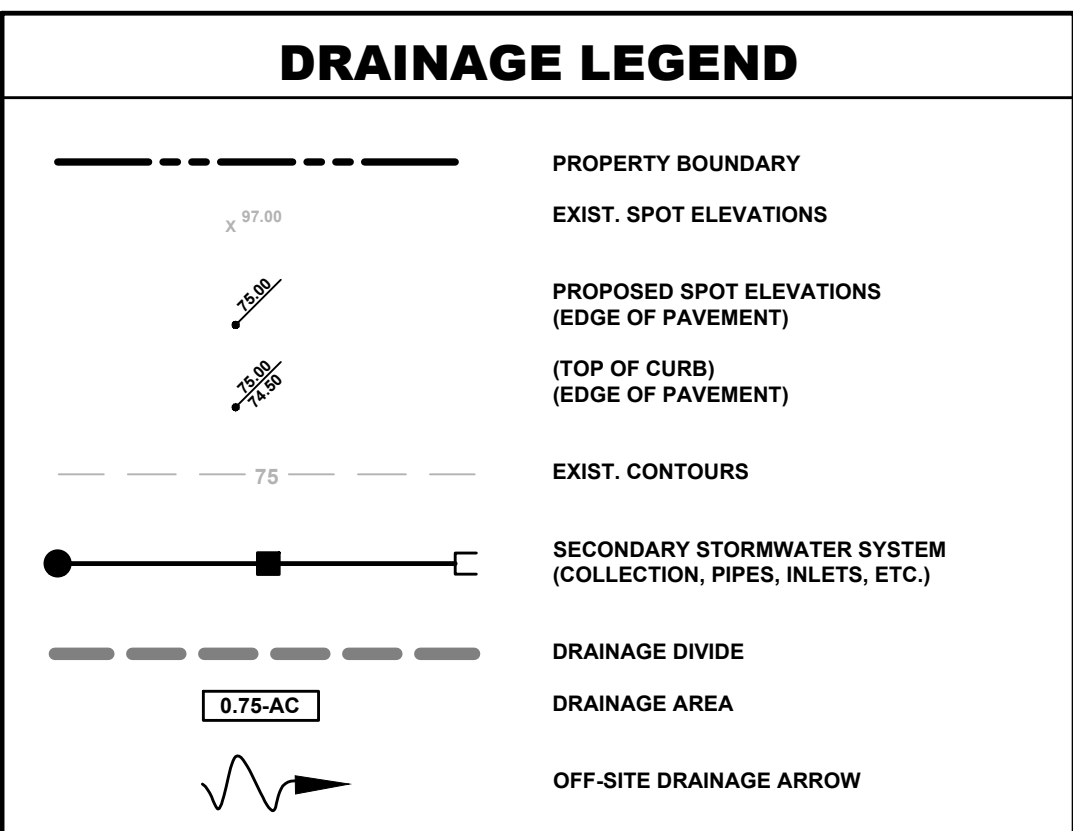
3. CONTRACTOR SHALL USE EXTREME CAUTION WHILE PERFORMING CONSTRUCTION AROUND OVERHEAD POWER LINES AND EXIST. UNDERGROUND UTILITIES. CONTRACTOR SHALL MAINTAIN MIN. COVER REQUIREMENTS OVER EXIST. UNDERGROUND UTILITIES.

DRAINAGE STRUCTURE TABLE				
STR. NO.	DRN. AREA (AC)	DESCRIPTION	GRATE ELEVATION (FT)	INVERT ELEVATION (FT)
S-1	---	TYPE "F" INLET	82.40	18" HP STORM - 78.80 (SW)
S-2	---	TYPE "F" INLET	82.10	18" HP STORM - 78.50 (NE) 24" HP STORM - 76.00 (SE)
S-3	---	TYPE "F" INLET	83.00	18" HP STORM - 80.20 (SE)
S-4	---	FDOT MITERED END SECTION	---	18" HP STORM - 80.00 (NW)
S-5	---	FDOT MITERED END SECTION	---	24" HP STORM - 79.50 (NW)
S-6	---	TYPE "E" INLET	77.40	24" HP STORM - 74.10 (SE)
S-7	---	TYPE "F" INLET	81.80	18" HP STORM - 74.80 (NW)
S-8	---	TYPE "E" INLET	77.40	18" HP STORM - 74.60 (SE)
S-9	---	FDOT MITERED END SECTION	---	18" HP STORM - 80.00 (NW)
S-10	---	FDOT MITERED END SECTION	---	18" HP STORM - 80.00 (NW)
S-11	---	FDOT MITERED END SECTION	---	18" HP STORM - 80.00 (NW)
S-12	---	TYPE "F" INLET	81.80	18" HP STORM - 74.80 (NW)
*S-13	---	TYPE "E" INLET	77.40	18" HP STORM - 74.60 (SE)
*S-21	---	TYPE "E" INLET	77.40	24" HP STORM - 73.70 (SW)
S-22	---	FDOT MITERED END SECTION	---	24" HP STORM - 77.00 (NE)
S-23	---	FDOT MITERED END SECTION	---	15" HP STORM - 75.00 (SE)
*CS-1	---	CONTROL STRUCTURE (MODIFIED TYPE "F")	79.50	24" HP STORM - 76.50 (SE) 15" HP STORM - 75.50 (NW) CONTROL WEIR EL = 78.55
*CS-2	---	CONTROL STRUCTURE (MODIFIED TYPE "F")	82.80	24" HP STORM - 78.60 (NW) 24" HP STORM - 78.70 (SE) CONTROL WEIR EL = 81.50

* PROPOSED STRUCTURES SHALL HAVE 12" X 12" OPENING AT BOTTOM FILLED WITH PEAROCK WRAPPED IN FILTER FABRIC.



KEY MAP
NTS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY -
RICHARD A. CAMPANALE, PE ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

RICHARD A. CAMPANALE, PE 54745

JOB NO. 178001
SCALE: AS NOTED
START: 9/10/2024
DESIGN: T.J.W.
DRAWN: T.J.W.
CHECKED: RAC
APPROVED: KSH

REV BY	DATE	DESCRIPTION OF REVISION
5	6/16/2025	RESPONSE TO CITY OF UMATILLA AND LAKE COUNTY FOR JIM DAUGHERTY RD.
4	4/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FDOT, SURVIMD
3	3/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALF, FDOT, SURVIMD
1	12/20/2024	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALF, FDOT

UMATILLA COMMERCIAL
SITE DEVELOPMENT
38400 JIM DAUGHERTY RD.
UMATILLA, FLORIDA 32784
UMATILLA
FLORIDA

PAVING, GRADING,
AND DRAINAGE PLAN

M E I PARTNERS
1035 S. Seminole Blvd., Suite 1004
P. 321.203.2852 | F. 321.203.2948
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SHEET
C300

UTILITY COORDINATION NOTE

1. EXIST. UTILITY INFORMATION SHOWN ACCORDING TO BOUNDARY AND TOPOGRAPHIC SURVEY BY IRLAND & ASSOCIATES SURVEYING, INC. (UPDATED 3/6/2025).

2. CONTRACTOR SHALL VERIFY EXIST. UTILITY SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTION.

3. CONTRACTOR SHALL USE EXTREME CAUTION WHILE PERFORMING CONSTRUCTION AROUND OVERHEAD POWER LINES AND EXIST. UNDERGROUND UTILITIES. CONTRACTOR SHALL MAINTAIN MIN. COVER REQUIREMENTS OVER EXIST. UNDERGROUND UTILITIES.

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1. CONTRACTOR SHALL CHECK DESIGN SURVEY FOR BENCHMARK ELEVATION ACCURACY AND ELEVATIONS OF THOSE EXIST. IMPROVEMENTS TO REMAIN AND/OR TO MATCH GRADE WITH PRIOR TO CONSTRUCTION.

2. CONTRACTOR SHALL ACKNOWLEDGE AGREEMENT WITH THESE ELEMENTS OF THE DESIGN SURVEY IN WRITING TO THE OWNER AND ENGINEER OF RECORD PRIOR TO COMMENCING SITEWORK.

TESTING AND INSPECTION REQUIREMENTS

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE GEOTECHNICAL ENGINEER. UPON COMPLETION OF THE WORK, THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

2. THE OWNER WILL RETAIN THE SERVICES OF A QUALIFIED TESTING LABORATORY TO PERFORM ALL TESTING NECESSARY AS REQUIRED BY THESE PLANS AND THE VARIOUS AGENCIES. THE OWNER SHALL PAY THE COSTS OF ALL INITIAL TESTING. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THE REQUIREMENTS, THE CONTRACTOR SHALL BEAR ALL COSTS OF SAID RETESTING.

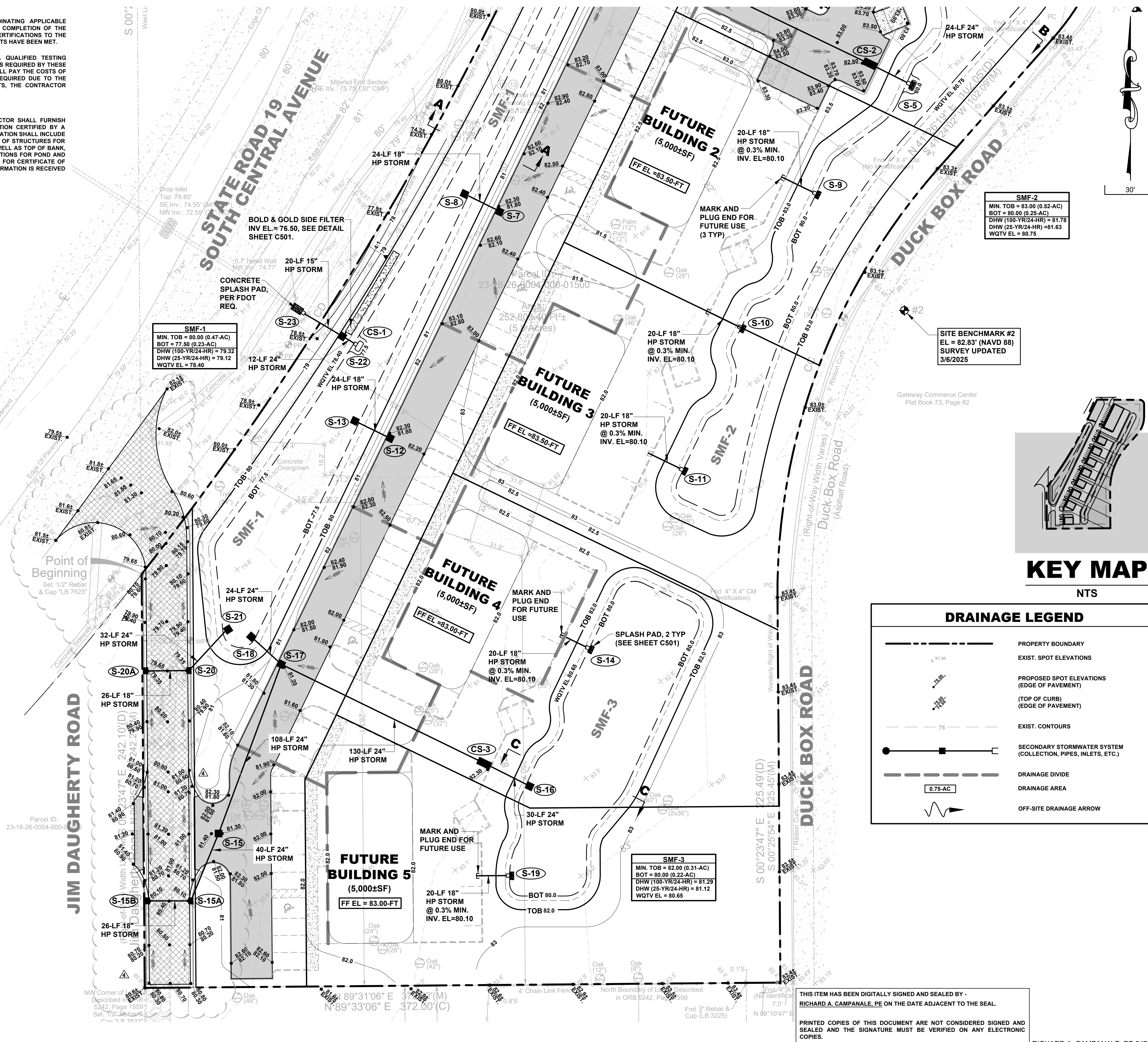
AS-BUILT NOTE

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DRAINAGE STRUCTURE TABLE

STR. NO.	DRN. AREA (AC)	DESCRIPTION	GRATE ELEVATION (FT)	INVERT ELEVATION (FT)
S-5	---	FDOT MITERED END SECTION	---	24" HP STORM - 79.50 (NW)
S-6	---	TYPE "E" INLET	77.40	24" HP STORM - 74.10 (SE)
S-7	---	TYPE "F" INLET	81.80	18" HP STORM - 74.80 (NW)
S-8	---	TYPE "E" INLET	77.40	18" HP STORM - 74.60 (SE)
S-9	---	FDOT MITERED END SECTION	---	18" HP STORM - 80.00 (NW)
S-10	---	FDOT MITERED END SECTION	---	18" HP STORM - 80.00 (NW)
S-11	---	FDOT MITERED END SECTION	---	18" HP STORM - 80.00 (NW)
S-12	---	TYPE "F" INLET	81.80	18" HP STORM - 74.80 (NW)
S-13	---	TYPE "E" INLET	77.40	18" HP STORM - 74.60 (SE)
S-14	---	FDOT MITERED END SECTION	---	18" HP STORM - 80.00 (NW)
S-15	---	TYPE "F" INLET	81.50	24" HP STORM - 75.00 (NE)
S-15A	---	TYPE "S-P" INLET	80.10	24" HP STORM - 75.20 (NE)
S-15B	---	TYPE "S-P" INLET	80.10	18" HP STORM - 75.40 (E)
S-16	---	TYPE "E" INLET	79.90	24" HP STORM - 76.90 (NW)
S-17	---	TYPE "F" INLET	81.20	24" HP STORM - 76.70 (SW)
S-18	---	TYPE "E" INLET	77.40	24" HP STORM - 74.40 (SE)
S-19	---	FDOT MITERED END SECTION	---	18" HP STORM - 80.00 (SW)
S-20	---	TYPE "S-P" INLET	79.35	24" HP STORM - 73.90 (NE)
S-20A	---	TYPE "S-P" INLET	79.35	24" HP STORM - 74.20 (NE)
S-21	---	TYPE "E" INLET	77.40	24" HP STORM - 73.70 (SW)
S-22	---	FDOT MITERED END SECTION	---	24" HP STORM - 77.00 (NE)
S-23	---	FDOT MITERED END SECTION W/ CONCRETE SPLASH PAD	---	15" HP STORM - 75.00 (SE)
CS-1	---	CONTROL STRUCTURE (MODIFIED TYPE "F")	79.50	24" HP STORM - 76.50 (SE)
CS-2	---	CONTROL STRUCTURE (MODIFIED TYPE "F")	82.80	24" HP STORM - 79.70 (SE)
CS-3	---	CONTROL STRUCTURE (MODIFIED TYPE "F")	82.30	24" HP STORM - 77.00 (SE)

* PROPOSED STRUCTURES SHALL HAVE 12" X 12" OPENING AT BOTTOM FILLED WITH PEAROCK WRAPPED IN FILTER FABRIC.



KEY MAP

NTS

DRAINAGE LEGEND

	PROPERTY BOUNDARY
	EXIST. SPOT ELEVATIONS
	PROPOSED SPOT ELEVATIONS (EDGE OF PAVEMENT)
	(TOP OF CURB)
	(EDGE OF PAVEMENT)
	EXIST. CONTOURS
	SECONDARY STORMWATER SYSTEM (COLLECTION, PIPES, INLETS, ETC.)
	DRAINAGE DIVIDE
	DRAINAGE AREA
	OFF-SITE DRAINAGE ARROW

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY -
RICHARD A. CAMPANALE, PE ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

RICHARD A. CAMPANALE, PE 54745

JOB NO. 178001	SCALE: AS NOTED
START: 9/10/2024	DESIGN: T.J.W.
DRAWN: T.J.W.	CHECKED: RAC
APPROVED: KSH	REV BY
DESCRIPTION OF REVISION	NO
DATE	6
5	4
3	5/16/2025
2	4/18/2025
1	3/18/2025
	12/20/2024

UMATILLA COMMERCIAL SITE DEVELOPMENT

38400 JIM DAUGHERTY RD.
UMATILLA, FLORIDA 32784

PAVING, GRADING, AND DRAINAGE PLAN

MEI PARTNERS
1035 S. Seminole Blvd., Suite 1034
P.O. Box 203, 32024
www.mei-partners.com

SHEET C301

WATER AND SEWER NOTES

1. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION OF THESE PLANS AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR "INACCURACY" PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL ALSO EXPOSE ALL EXISTING UTILITIES AT THE CROSSINGS TO VERIFY THAT THE PROPOSED DESIGN DOES NOT CONFLICT WITH THE EXISTING UTILITIES. ANY CORRECTIONS, REPERMITTING, OR DELAYS CAUSED BY THE CONTRACTOR'S FAILURE TO EXPOSE THE EXISTING UTILITIES PRIOR TO COMMENCING ANY UNDERGROUND WORK SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND NO EXTRA COMPENSATION OR TIME WILL BE ALLOWED. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES, WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION, SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE BY THE CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE UTILITIES ARE RELOCATED IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS. IT IS REQUESTED THAT UTILITY COMPANIES MOVE THEIR PARTICULAR UTILITIES. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

2. CONTRACTOR SHALL LOCATE ALL EXIST. UTILITIES AND VERIFY SIZES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ALL EXIST. UTILITIES REQUIRED FOR CONSTRUCTION. THIS INCLUDES BUT IS NOT LIMITED TO POWER, IRRIGATION, VALVES, AND RESETTling MANHOLE TOPS. ALL EXIST. IMPROVEMENTS SHALL BE REPAIRED, RELOCATED, AND REPLACED TO EXIST. CONDITIONS.

3. CONTRACTOR SHALL VERIFY ALL EXISTING SANITARY SEWER AND WATER MAIN LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION. IF THERE IS ANY SIGNIFICANT DISCREPANCY (±1'), CONTACT THE PROJECT ENGINEER IMMEDIATELY.

4. ALL EXISTING WATER, FORCE, GRAVITY AND RECLAIMED WATER MAINS, AND OTHER FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.

5. CONTRACTOR SHALL ADJUST VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, ETC., IN CONFLICT WITH CONSTRUCTION.

6. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGES TO UTILITIES' MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY UTILITIES, UTILITIES MAY PERFORM REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.

7. ALL EXISTING AND NEW UTILITIES VALVES, VALVE BOXES, AND MANHOLES SHALL BE PROTECTED AND ADJUSTED TO FINISHED GRADE AS SHOWN ON THE DRAWINGS. ALL EXISTING ABOVE GROUND VALVES ARE TO BE RELOCATED, AS REQUIRED.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KNOWING THE CONTACT AND PHONE NUMBER FOR THE APPROPRIATE UTILITIES DISPATCH OPERATOR TO BE NOTIFIED FOR EMERGENCIES.

9. ALL NEW WATER & SEWER TAPS TO BE PERFORMED BY UTILITY CONTRACTOR OR LICENSED MASTER PLUMBER, MUST BE SCHEDULED 48 HOURS IN ADVANCE THROUGH CITY OF UMATILLA.

10. FOR ALL STANDARD DETAILS, SEE CITY OF UMATILLA STANDARD SPECIFICATIONS & DETAILS, LATEST REVISIONS.

11. ONLY UTILITIES SHALL OPERATE WATER, WASTEWATER, AND RECLAIMED WATER VALVES. COORDINATE VALVE OPERATION WITH APPROPRIATE UTILITIES INSPECTOR.

12. ALL NEW VALVES BEING INSTALLED SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED, DO NOT CONNECT ANY PROPOSED WATER MAIN TO ANY EXISTING WATER MAIN UNLESS CLEARED BY UTILITIES.

13. THE UTILITY IMPROVEMENTS AND ADJUSTMENTS SHOWN ON THESE PLANS ARE INTENDED TO MAINTAIN THE INTEGRITY OF THE VARIOUS JURISDICTIONAL WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROPRIATE JURISDICTIONAL UTILITY MANUAL.

14. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND, INCLUDING SPRINKLERS, SHALL BE PLACED BENEATH THE PAVEMENT AND ITS EDGES PRIOR TO THE CONSTRUCTION OF THE PAVEMENT. THE PAVEMENT SHALL NOT BE CUT WITHOUT PRIOR APPROVAL OF THE OWNER.

15. ALL GATE VALVES INCLUDE CAST IRON VALVE BOX.

16. ALL SERVICES SHALL BE INSTALLED PER CITY OF UMATILLA DETAILS AND SPECS.

17. CONTRACTOR SHALL INSTALL ALL PROPOSED BACKFLOW PREVENTERS 12-IN ABOVE FINISH GRADE AND OUTSIDE OF UTILITY EASEMENT.

18. ALL DISTURBED AREAS SHALL BE SODDED UNLESS OTHERWISE NOTED ON PLANS. SOD INSTALLED ON SLOPES 3:1 OR GREATER SHALL BE HELD IN PLACE WITH 12-IN STAPLES.

19. ALL UNDERGROUND FIRE MAINS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 24, LATEST EDITION, "STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES". [F.A.C. 69A-60.005(2)]

UTILITY SEPARATION - WATER MAINS PARALLEL TO OTHER UTILITIES

1. A 3-FT (MIN) HORIZONTAL DISTANCE SHALL BE PROVIDED BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXIST. OR PROPOSED VACUUM - TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, FAC.

2. A 6-FT (MIN) HORIZONTAL DISTANCE SHALL BE PROVIDED BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXIST. OR PROPOSED GRAVITY - TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST 3-FT BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY - TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST 6-IN ABOVE THE TOP OF THE SEWER).

3. A 6-FT (MIN) HORIZONTAL DISTANCE SHALL BE PROVIDED BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXIST. OR PROPOSED PRESSURE - TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, FAC.

4. A 10-FT (MIN) HORIZONTAL DISTANCE SHALL BE PROVIDED BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXIST. OR PROPOSED "ON-SITE" SEWAGE TREATMENT AND DISPOSAL SYSTEM.

5. THE PIPE SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3-FT FROM ALL JOINTS IN VACUUM - TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 FAC, AND AT LEAST 6-FT FROM ALL JOINTS IN GRAVITY - OR PRESSURE - TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, FAC.

UTILITY SEPARATION - WATER MAINS CROSSING OTHER UTILITIES

1. ANY NEW OR RELOCATED UNDERGROUND WATER MAINS THAT WILL CROSS ANY EXIST. OR PROPOSED GRAVITY - OR VACUUM - TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THAT THE OUTSIDE OF THE WATER MAIN IS AT LEAST 6-IN ABOVE THE OTHER PIPELINE OR AT LEAST 12-IN BELOW THE OTHER PIPELINE.

2. ANY NEW OR RELOCATED UNDERGROUND WATER MAINS THAT WILL CROSS ANY EXIST. OR PROPOSED PRESSURE - TYPE SANITARY SEWER, WASTEWATER OR STORM FORCE MAIN, OR PIPE LINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12-IN ABOVE OR BELOW THE OTHER PIPELINE.

3. AT ANY UTILITY CROSSING, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE.

TESTING AND INSPECTION REQUIREMENTS

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SAN. SEWER CLEANOUT TABLE

C.O. #	DESCRIPTION	RIM EL	INVERT	NOTES
1	6-IN SAN. LATERAL C.O.	83.90	81.00	CONNECT TO PLUMBING
2	6-IN SAN. LATERAL C.O.	83.80	79.00	
2A	6-IN SAN. LATERAL C.O.	83.30	79.55	
2B	6-IN SAN. LATERAL C.O.	83.30	79.90	
2C	6-IN SAN. LATERAL C.O.	83.30	80.20	
2D	6-IN SAN. LATERAL C.O.	83.40	80.50	CONNECT TO PLUMBING
3	6-IN SAN. LATERAL C.O.	83.90	81.00	CONNECT TO PLUMBING
4	6-IN SAN. LATERAL C.O.	83.90	81.00	CONNECT TO PLUMBING
5	6-IN SAN. LATERAL C.O.	83.70	78.40	2-WAY
6	6-IN SAN. LATERAL C.O.	83.90	81.00	CONNECT TO PLUMBING
7	6-IN SAN. LATERAL C.O.	83.90	81.00	CONNECT TO PLUMBING
8	6-IN SAN. LATERAL C.O.	83.00	77.75	SEPTIC TANK
9	6-IN SAN. LATERAL C.O.	83.00	77.45	SEPTIC TANK

INSTALLATION REQUIREMENTS FOR SEPTIC SYSTEM:

PURSUANT TO FLORIDA DEPARTMENT OF HEALTH 64E-6 F.A.C. STANDARDS FOR ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS, EFFECTIVE JULY 31, 2018, THE FOLLOWING APPLIES:

75-FT FROM PRIVATE WELL (SEWAGE FLOW 2000 gpd OR LESS)

200-FT FROM PUBLIC WELL (SEWAGE FLOW 2000 gpd OR MORE)

50-FT FROM NON-POTABLE WELL

10-FT STORM PIPE

15-FT DHWL OF RETENTION POND

5-FT FROM BUILDING FOUNDATION

10-FT FROM WATER STORAGE TANKS

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FIRE FLOW CALCULATIONS

ISO METHOD (2008)

- CI = 18(F(AI))^0.5
- NFF = (CI/(OI))[(1.0+(X+P))]

BUILDING 1 CONSTRUCTION
CONSTRUCTION CLASS - CLASS 3 (NONCOMBUSTIBLE)
CONSTRUCTION COEFFICIENT (F) - 0.8
BUILDING AREA - 9,800-SF (BLDG 1)
CI = 18(0.8)(9,800)^0.5 = 1,425 SAY 1,500-GPM

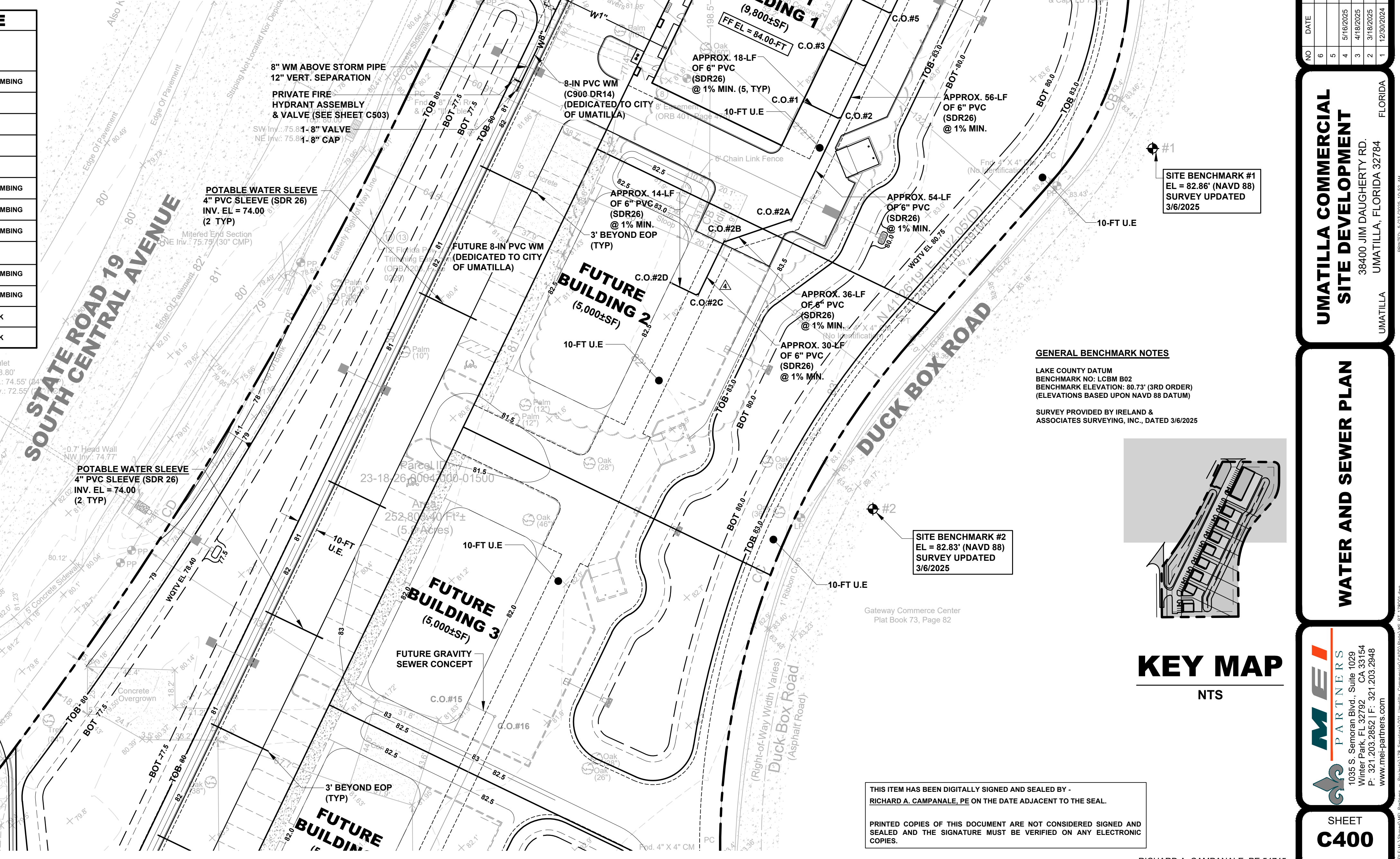
TYPE OF OCCUPANCY - C-2 (LIMITED COMBUSTIBLE)
OCCUPANCY FACTOR (OI) - 0.85
EXPOSURE FACTOR (X) - 0.09
COMMUNICATION FACTOR (P) - 0
NFF = (1,425)/(0.85)[(1.0+(0.09+0))] = 1,466 SAY 1,500-GPM

NEEDED FIRE FLOW (NFF) = 1,500-GPM
BUILDING SPRINKLED - NO
CREDIT FOR SPRINKLED BLDG. (0%) - 1,500-GPM

NFF (NET) - 1,500-GPM

* ONE (1) PROPOSED FIRE HYDRANT SHALL BE INSTALLED ON THE PROPERTY AND LOCATED WITHIN 100-FT OF THE BUILDING 1.

*TOTAL PROVIDED FIRE FLOW = 1,500-GPM



JOB NO. 178001	
SCALE:	AS NOTED
START:	9/10/2024
DESIGN:	TJW
DRAWN:	TJW
CHECKED:	RAC
APPROVED:	KSH
DESCRIPTION OF REVISION	REV BY
1	12/30/2024
2	3/18/2025
3	4/18/2025
4	5/16/2025
5	6/1/2025
6	6/1/2025
7	6/1/2025
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151	

WATER AND SEWER NOTES

1. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST AVAILABLE INFORMATION AT THE TIME OF PREPARATION OF THESE PLANS AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OR THE UTILITY. THE CONTRACTOR SHALL ALSO EXPOSE ALL EXISTING UTILITIES AT THE CROSSINGS TO VERIFY THAT THE PROPOSED DESIGN DOES NOT CONFLICT WITH THE EXISTING UTILITIES. ANY CORRECTIONS, REPERMITTING, OR DELAYS CAUSED BY THE CONTRACTOR'S FAILURE TO EXPOSE THE EXISTING UTILITIES PRIOR TO COMMENCING ANY UNDERGROUND WORK SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND NO EXTRA COMPENSATION OR TIME WILL BE ALLOWED. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES, WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION, SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE BY THE CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE UTILITIES ARE RELOCATED IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS. IT IS REQUESTED THAT UTILITY COMPANIES MOVE THEIR PARTICULAR UTILITIES. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

2. CONTRACTOR SHALL LOCATE ALL EXIST. UTILITIES AND VERIFY SIZES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR RELOCATION OF ALL EXIST. UTILITIES REQUIRED FOR CONSTRUCTION. THIS INCLUDES BUT IS NOT LIMITED TO POWER, IRRIGATION, VALVES, AND RESETTING MANHOLE TOPS. ALL EXIST. IMPROVEMENTS SHALL BE REPAIRED, RELOCATED, AND REPLACED TO EXIST. CONDITIONS.

3. CONTRACTOR SHALL VERIFY ALL EXISTING SANITARY SEWER AND WATER MAIN LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION. IF THERE IS SIGNIFICANT DISCREPANCY (±1"), CONTACT THE PROJECT ENGINEER IMMEDIATELY.

4. ALL EXISTING WATER, FORCE, GRAVITY AND RECLAIMED WATER MAINS, AND OTHER FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.

5. CONTRACTOR SHALL ADJUST VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, ETC., IN CONFLICT WITH CONSTRUCTION.

6. THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE, SHALL IMMEDIATELY REPAIR ALL DAMAGES TO UTILITIES' MAINS AND FACILITIES. IF THE REPAIR IS NOT MADE IN A TIMELY MANNER, AS DETERMINED BY UTILITIES, UTILITIES MAY PERFORM REQUIRED REPAIRS AND CLEANUP. THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.

7. ALL EXISTING AND NEW UTILITIES VALVES, VALVE BOXES, AND MANHOLES SHALL BE PROTECTED AND ADJUSTED TO FINISHED GRADE AS SHOWN ON THE DRAWINGS. ALL EXISTING ABOVE GROUND VALVES ARE TO BE RELOCATED, AS REQUIRED.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KNOWING THE CONTACT AND PHONE NUMBER FOR THE APPROPRIATE UTILITIES DISPATCH OPERATOR TO BE NOTIFIED FOR EMERGENCIES.

9. ALL NEW WATER & SEWER TAPS TO BE PERFORMED BY UTILITY CONTRACTOR OR LICENSED MASTER PLUMBER, MUST BE SCHEDULED 48 HOURS IN ADVANCE THROUGH CITY OF UMATILLA.

10. FOR ALL STANDARD DETAILS, SEE CITY OF UMATILLA STANDARD SPECIFICATIONS & DETAILS, LATEST REVISIONS.

11. ONLY UTILITIES SHALL OPERATE WATER, WASTEWATER, AND RECLAIMED WATER VALVES. COORDINATE VALVE OPERATION WITH APPROPRIATE UTILITIES INSPECTOR.

12. ALL NEW VALVES BEING INSTALLED SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED. DO NOT CONNECT ANY PROPOSED WATER MAIN TO ANY EXISTING WATER MAIN UNLESS CLEARED BY UTILITIES.

13. THE UTILITY IMPROVEMENTS AND ADJUSTMENTS SHOWN ON THESE PLANS ARE INTENDED TO MAINTAIN THE INTEGRITY OF THE VARIOUS JURISDICTIONAL WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROPRIATE JURISDICTIONAL UTILITY MANUAL.

14. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND, INCLUDING SPRINKLERS, SHALL BE PLACED BENEATH THE PAVEMENT AND ITS EDGES PRIOR TO THE CONSTRUCTION OF THE PAVEMENT. THE PAVEMENT SHALL NOT BE CUT WITHOUT PRIOR APPROVAL OF THE OWNER.

15. ALL GATE VALVES INCLUDE CAST IRON VALVE BOX.

16. ALL SERVICES SHALL BE INSTALLED PER CITY OF UMATILLA DETAILS AND SPECS.

17. CONTRACTOR SHALL INSTALL ALL PROPOSED BACKFLOW PREVENTERS 12-IN ABOVE FINISH GRADE AND OUTSIDE OF UTILITY EASEMENT.

18. ALL DISTURBED AREAS SHALL BE SODDED UNLESS OTHERWISE NOTED ON PLANS. SOD INSTALLED ON SLOPES 3:1 OR GREATER SHALL BE HELD IN PLACE WITH 12-IN STAPLES.

19. ALL UNDERGROUND FIRE MAINS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 24, LATEST EDITION, "STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES". [F.A.C. 69A-60.00(2)]

UTILITY SEPARATION - WATER MAINS PARALLEL TO OTHER UTILITIES

1. A 3-FT (MIN) HORIZONTAL DISTANCE SHALL BE PROVIDED BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXIST. OR PROPOSED VACUUM - TYPE SANITARY SEWER, STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, FAC.

2. A 6-FT (MIN) HORIZONTAL DISTANCE SHALL BE PROVIDED BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXIST. OR PROPOSED GRAVITY - TYPE SANITARY SEWER (OR A HORIZONTAL DISTANCE OF AT LEAST 3-FT BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY - TYPE SANITARY SEWER IF THE BOTTOM OF THE WATER MAIN WILL BE LAID AT LEAST 6-IN ABOVE THE TOP OF THE SEWER).

3. A 6-FT (MIN) HORIZONTAL DISTANCE SHALL BE PROVIDED BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXIST. OR PROPOSED PRESSURE - TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, FAC.

4. A 10-FT (MIN) HORIZONTAL DISTANCE SHALL BE PROVIDED BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXIST. OR PROPOSED "ON-SITE" SEWAGE TREATMENT AND DISPOSAL SYSTEM.

5. THE PIPE SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3-FT FROM ALL JOINTS IN VACUUM - TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 FAC, AND AT LEAST 6-FT FROM ALL JOINTS IN GRAVITY - OR PRESSURE - TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, FAC.

UTILITY SEPARATION - WATER MAINS CROSSING OTHER UTILITIES

1. ANY NEW OR RELOCATED UNDERGROUND WATER MAINS THAT WILL CROSS ANY EXIST. OR PROPOSED GRAVITY - OR VACUUM - TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THAT THE OUTSIDE OF THE WATER MAIN IS AT LEAST 6-IN ABOVE THE OTHER PIPELINE OR AT LEAST 12-IN BELOW THE OTHER PIPELINE.

2. ANY NEW OR RELOCATED UNDERGROUND WATER MAINS THAT WILL CROSS ANY EXIST. OR PROPOSED PRESSURE - TYPE SANITARY SEWER, WASTEWATER OR STORM FORCE MAIN, OR PIPE LINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12-IN ABOVE OR BELOW THE OTHER PIPELINE.

3. AT ANY UTILITY CROSSING, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE.

TESTING AND INSPECTION REQUIREMENTS

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE GEOTECHNICAL ENGINEER. UPON COMPLETION OF THE WORK, THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

2. THE OWNER WILL RETAIN THE SERVICES OF A QUALIFIED TESTING LABORATORY TO PERFORM ALL TESTING NECESSARY AS REQUIRED BY THESE PLANS AND THE VARIOUS AGENCIES. THE OWNER SHALL PAY THE COSTS OF ALL INITIAL TESTING. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THE REQUIREMENTS, THE CONTRACTOR SHALL BEAR ALL COSTS OF SAID RETESTING.

AS-BUILT NOTE

UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH COMPLETE "AS-BUILT" INFORMATION CERTIFIED BY A REGISTERED LAND SURVEYOR. THIS "AS-BUILT" INFORMATION SHALL INCLUDE INVERT ELEVATIONS, LOCATION OF FITTINGS, LOCATION OF STRUCTURES FOR ALL UTILITIES INSTALLED, CONTROL STRUCTURES, AS WELL AS TOP OF BANK, TOE OF SLOPE, GRADE BREAK LOCATIONS, AND ELEVATIONS FOR POND AND DITCH CONSTRUCTION. NO ENGINEER'S CERTIFICATION FOR CERTIFICATE OF OCCUPANCY PURPOSES WILL BE MADE UNTIL THIS INFORMATION IS RECEIVED AND APPROVED BY THE ENGINEER OF RECORD.

UTILITY COORDINATION NOTE

1. EXIST. UTILITY INFORMATION SHOWN ACCORDING TO BOUNDARY AND TOPOGRAPHIC SURVEY BY IRELAND & ASSOCIATES SURVEYING, INC. (UPDATED 3/6/2025).
2. CONTRACTOR SHALL VERIFY EXIST. UTILITY SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTION.
3. CONTRACTOR SHALL USE EXTREME CAUTION WHILE PERFORMING CONSTRUCTION AROUND OVERHEAD POWER LINES AND EXIST. UNDERGROUND UTILITIES. CONTRACTOR SHALL MAINTAIN MIN. COVER REQUIREMENTS OVER EXIST. UNDERGROUND UTILITIES.

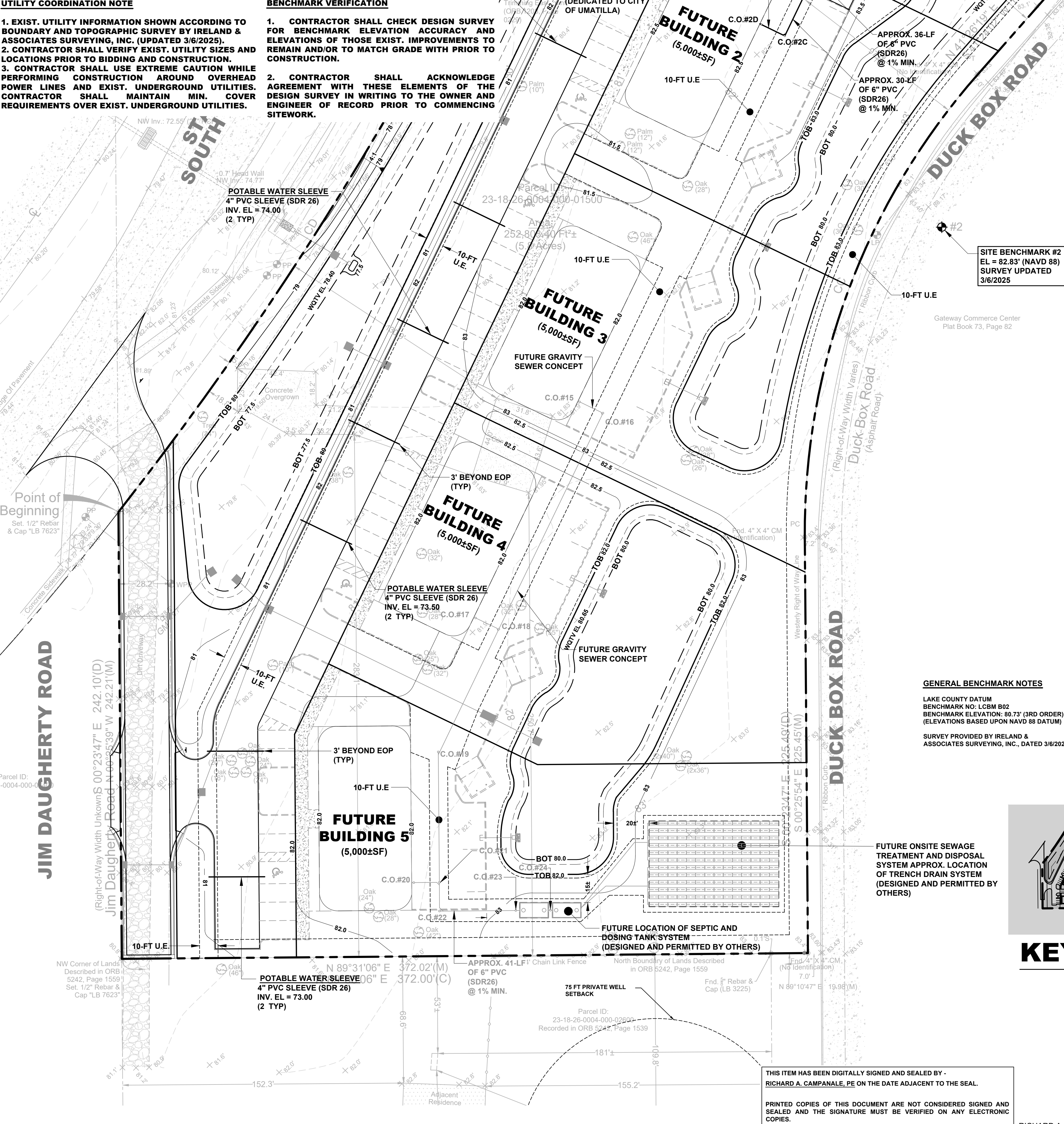
BENCHMARK VERIFICATION

1. CONTRACTOR SHALL CHECK DESIGN SURVEY FOR BENCHMARK ELEVATION ACCURACY AND ELEVATIONS OF THOSE EXIST. IMPROVEMENTS TO REMAIN AND/OR TO MATCH GRADE WITH PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL ACKNOWLEDGE AGREEMENT WITH THESE ELEMENTS OF THE DESIGN SURVEY IN WRITING TO THE OWNER AND ENGINEER OF RECORD PRIOR TO COMMENCING SITEWORK.

INSTALLATION REQUIREMENTS FOR SEPTIC SYSTEM:

PURSUANT TO FLORIDA DEPARTMENT OF HEALTH 64E-6 F.A.C. STANDARDS FOR ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS, EFFECTIVE JULY 31, 2018, THE FOLLOWING APPLIES:

- 75-FT FROM PRIVATE WELL
- 100-FT FROM PUBLIC WELL (SEWAGE FLOW 2000 gpd OR LESS)
- 200-FT FROM PUBLIC WELL (SEWAGE FLOW 2000 gpd OR MORE)
- 50-FT FROM NON-POTABLE WELL
- 10-FT STORM PIPE
- 15-FT DHWL OF RETENTION POND
- 5-FT FROM BUILDING FOUNDATION
- 10-FT FROM WATER STORAGE TANKS

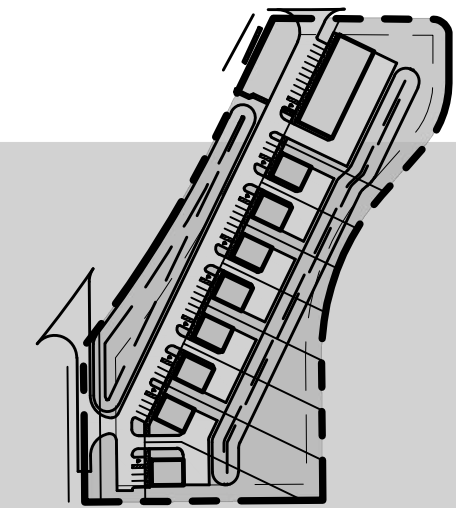


GENERAL BENCHMARK NOTES

LAKE COUNTY DATUM
BENCHMARK NO.: LCBM 802
BENCHMARK ELEVATION: 80.73' (3RD ORDER)
(ELEVATIONS BASED UPON NAVD 88 DATUM)

SURVEY PROVIDED BY IRELAND & ASSOCIATES SURVEYING, INC., DATED 3/6/2025

FUTURE ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM APPROX. LOCATION OF TRENCH DRAIN SYSTEM (DESIGNED AND PERMITTED BY OTHERS)



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY -
RICHARD A. CAMPANALE, PE ON THE DATE ADJACENT TO THE SEAL.

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RICHARD A. CAMPANALE, PE 54745

JOB NO. 178001	
SCALE: AS NOTED	
START: 9/10/2024	
DESIGN: T.J.W.	
DRAWN: T.J.W.	
CHECKED: RAC	
APPROVED: KSH	
REV BY	DESCRIPTION OF REVISION
1	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALF, FOOT
2	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALF, FOOT
3	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FOOT, SURROUND
4	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FOOT, SURROUND
5	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FOOT, SURROUND
6	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FOOT, SURROUND

UMATILLA COMMERCIAL SITE DEVELOPMENT

38400 JIM DAUGHERTY RD.
UMATILLA, FLORIDA 32784

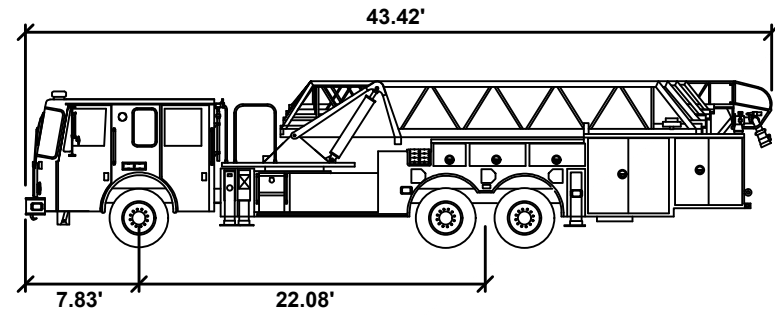
FLORIDA

WATER AND SEWER PLAN

M E I PARTNERS

1035 S. Seminole Blvd., Suite 1004
P.O. Box 1004
P. 321.203.2852 | F. 321.203.2348
www.mei-partners.com

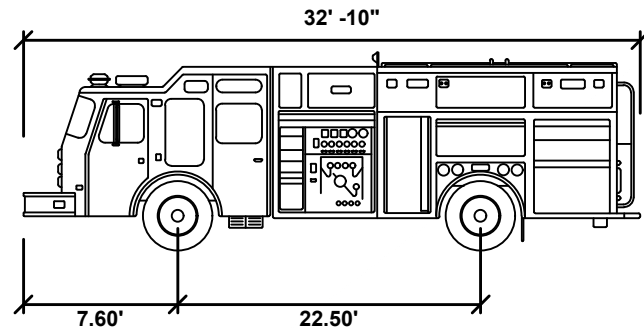
SHEET
C401



WIDTH : 8.33'
TRACK : 8.33'
LOCK TO LOCK TIME : 6.0
STEERING ANGLE : 40.6°
MIN. CENTERLINE RADIUS : 36.3'

**LAKE COUNTY
FIRE TRUCK DIMENSIONS**

NTS
AUTOTURN USED LAKE COUNTY LENGTH TRUCK



WIDTH : 8.00'
TRACK : 8.00'
LOCK TO LOCK TIME : 6.0
STEERING ANGLE : 40.0°

**CITY OF UMATILLA
FIRE ENGINE DIMENSIONS**

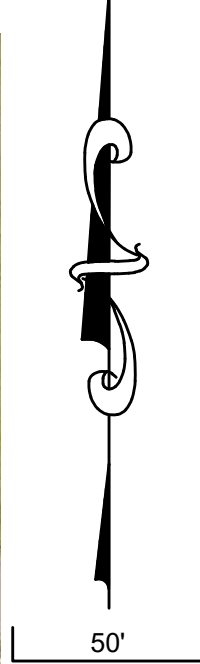
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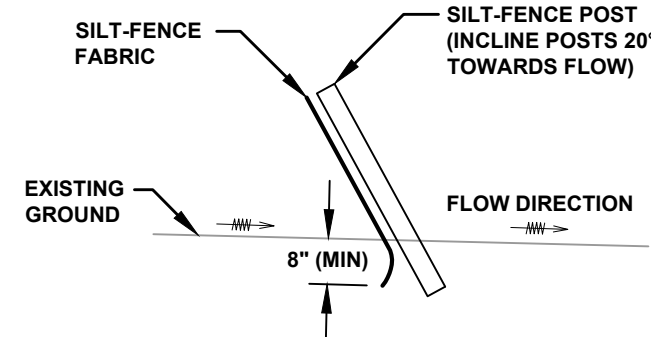
NO	DATE	DESCRIPTION OF REVISION	REV BY
6			
5			
4	5/16/2025	RESPONSE TO CITY OF UMATILLA AND LAKE COUNTY FOR JIM DAUGHERTY RD.	
3	4/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FOOT, SURVMD	
2	3/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALF, FOOT, SURVMD	
1	12/30/2024	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALF, FOOT	

**UMATILLA COMMERCIAL
SITE DEVELOPMENT**
38400 JIM DAUGHERTY RD.
UMATILLA, FLORIDA 32784
FLORIDA

FIRE DEPARTMENT LAYOUT

MEI PARTNERS
1035 S. Seminole Blvd., Suite 1034
P. 321.203.2852 | F. 321.203.2348
www.mei-partners.com

**SHEET
C402**



FDOT APPROVED TEMPORARY SILT-FENCE PRE-ASSEMBLED IN 100-FT ROLLS UTILIZING 2"x2"x4" WOODEN POSTS AT 8-FT O.C. MAXIMUM WITH 3-FT OF WOVEN GEOTEXTILE MATERIAL MEETING THE REQUIREMENTS OF SEC. 985-4, SIMILAR & EQUAL TO THAT SUPPLIED BY FIFIPIPE CO. OF TAMPA, FL.

NOTES

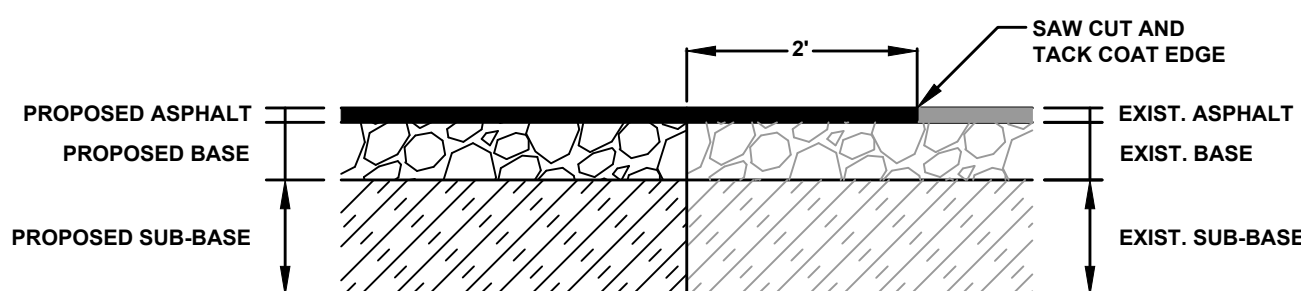
CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE AS FOLLOWS-

1. SILT-FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
2. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF ITS USE, IT SHALL BE REPLACED PROMPTLY.
3. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT.
4. ANY SEDIMENT DEPOSITS LEFT IN PLACE AFTER THE SILT-FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE FINISHED GRADE, PREPARED, AND SEEDED.

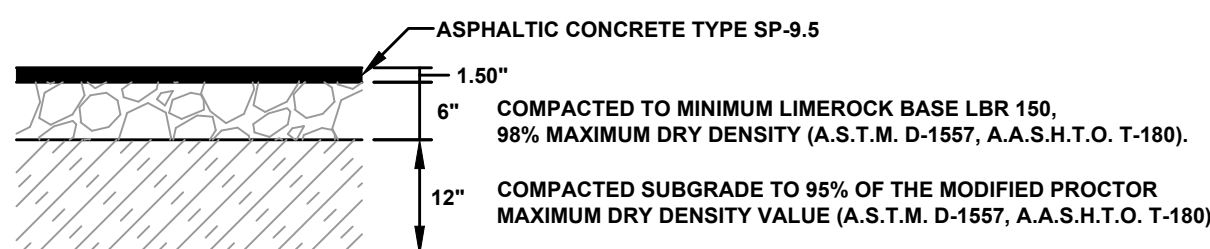
TYPICAL SILT-FENCE DETAIL

NOTE

TEMP. SILT-FENCE SINGLE ROW ALONG INSIDE OF PERIMETER OF P/L AND DOUBLE ROW LANDWARD OF ALL WETLAND BUFFERS. THE EROSION CONTROL MEASURES DEPICTED ON THE PLANS ARE THE MINIMUM REQUIRED. ADDITIONAL MEASURES SHALL BE UTILIZED BY THE CONTRACTOR AS NEEDED BASED ON ACTUAL SITE CONDITIONS.

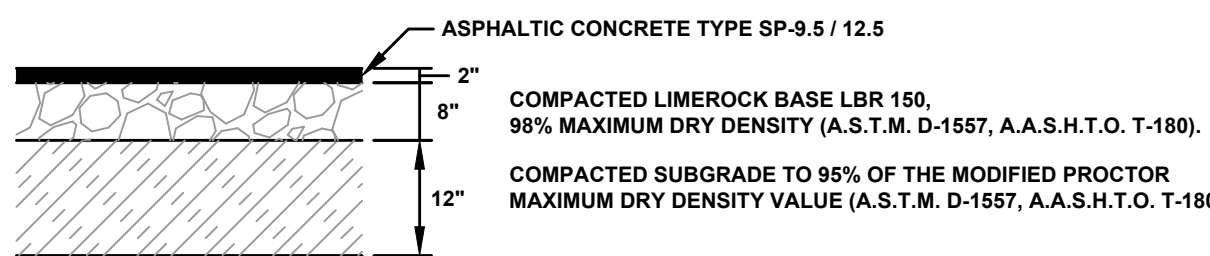


PAVEMENT BUTT JOINT DETAIL (TYP)



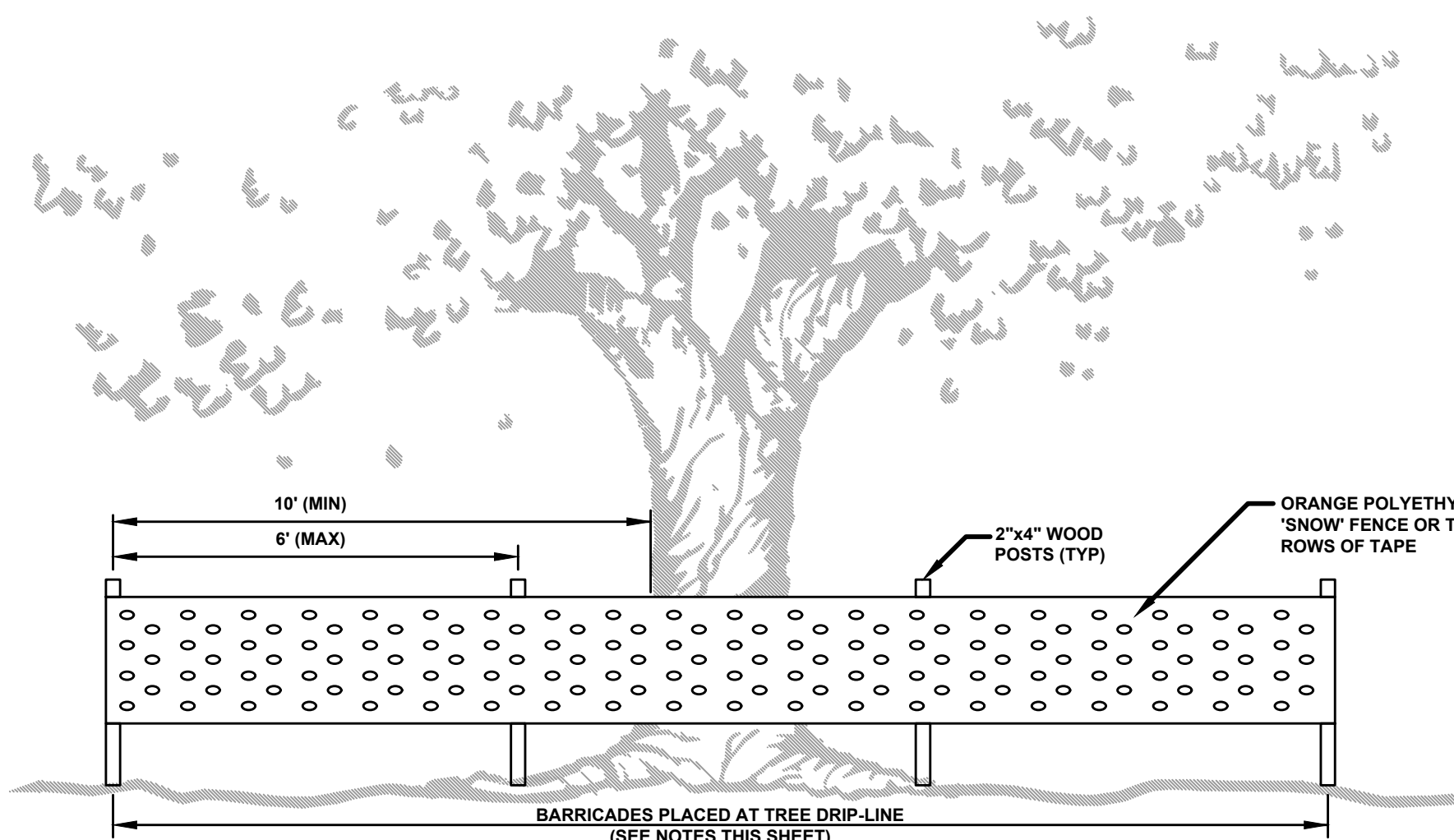
NOTE
CONTRACTOR SHALL DIRECT ATTENTION TO GEOTECHNICAL ENGINEER'S REPORT AS LISTED IN THE GENERAL NOTES FOR PAVEMENT DESIGN NOTES AND RECOMMENDATIONS. CONTRACTOR SHALL FOLLOW GEOTECHNICAL ENGINEER'S RECOMMENDATION IF MORE STRINGENT THAN THAT SHOWN.

**LIGHT DUTY
ASPHALT PAVEMENT SECTION (TYP)**



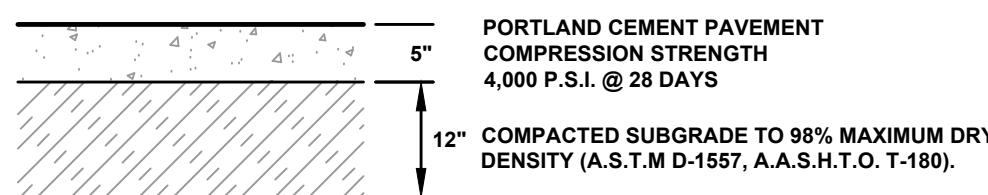
NOTE
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HEAVY DUTY ASPHALT PAVEMENT SECTION (TYP)



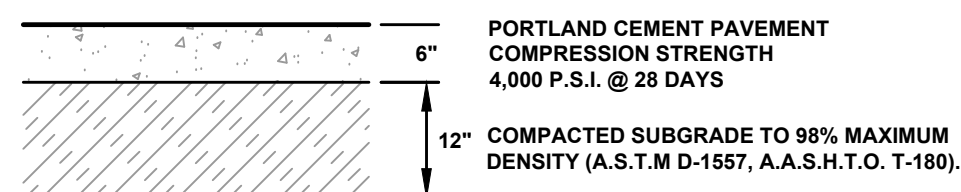
TREE PROTECTION BARRICADE DETAIL

NTS



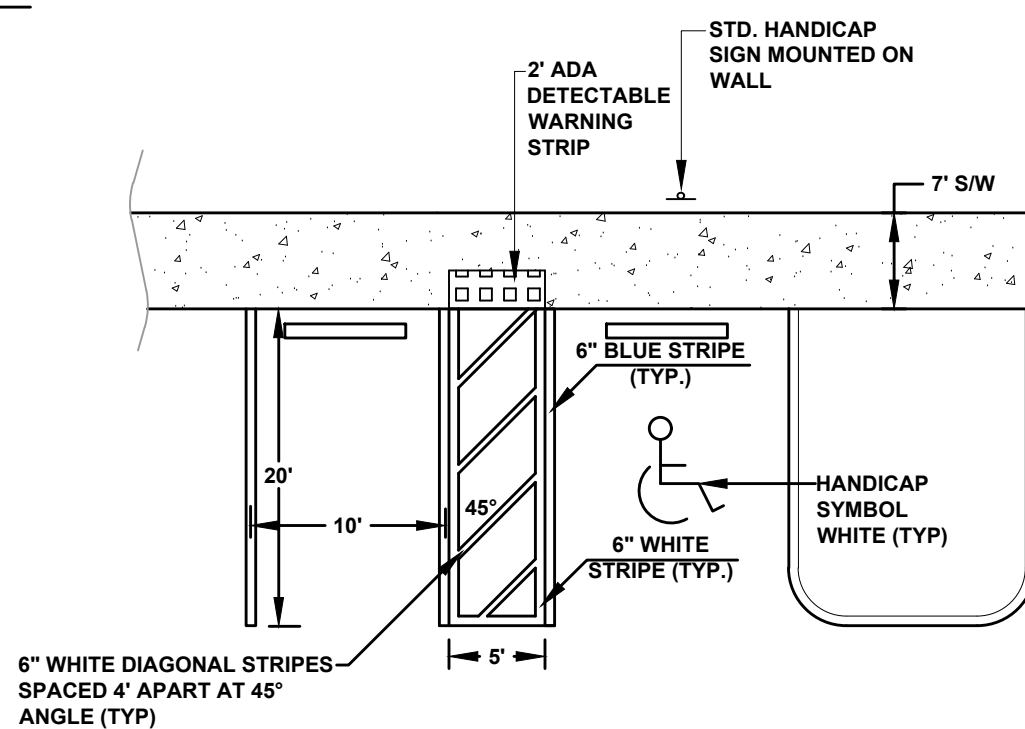
NOTE
CONTRACTOR SHALL DIRECT ATTENTION TO GEOTECHNICAL ENGINEER'S REPORT AS LISTED IN THE GENERAL NOTES FOR PAVEMENT DESIGN NOTES AND RECOMMENDATIONS. CONTRACTOR SHALL FOLLOW GEOTECHNICAL ENGINEER'S RECOMMENDATION IF MORE STRINGENT THAN THAT SHOWN.

LIGHT DUTY CONCRETE PAVING SECTION



NOTE
CONTRACTOR SHALL DIRECT ATTENTION TO GEOTECHNICAL ENGINEER'S REPORT AS LISTED IN THE GENERAL NOTES FOR PAVEMENT DESIGN NOTES AND RECOMMENDATIONS. CONTRACTOR SHALL FOLLOW GEOTECHNICAL ENGINEER'S RECOMMENDATION IF MORE STRINGENT THAN THAT SHOWN.

HEAVY DUTY CONCRETE PAVING SECTION



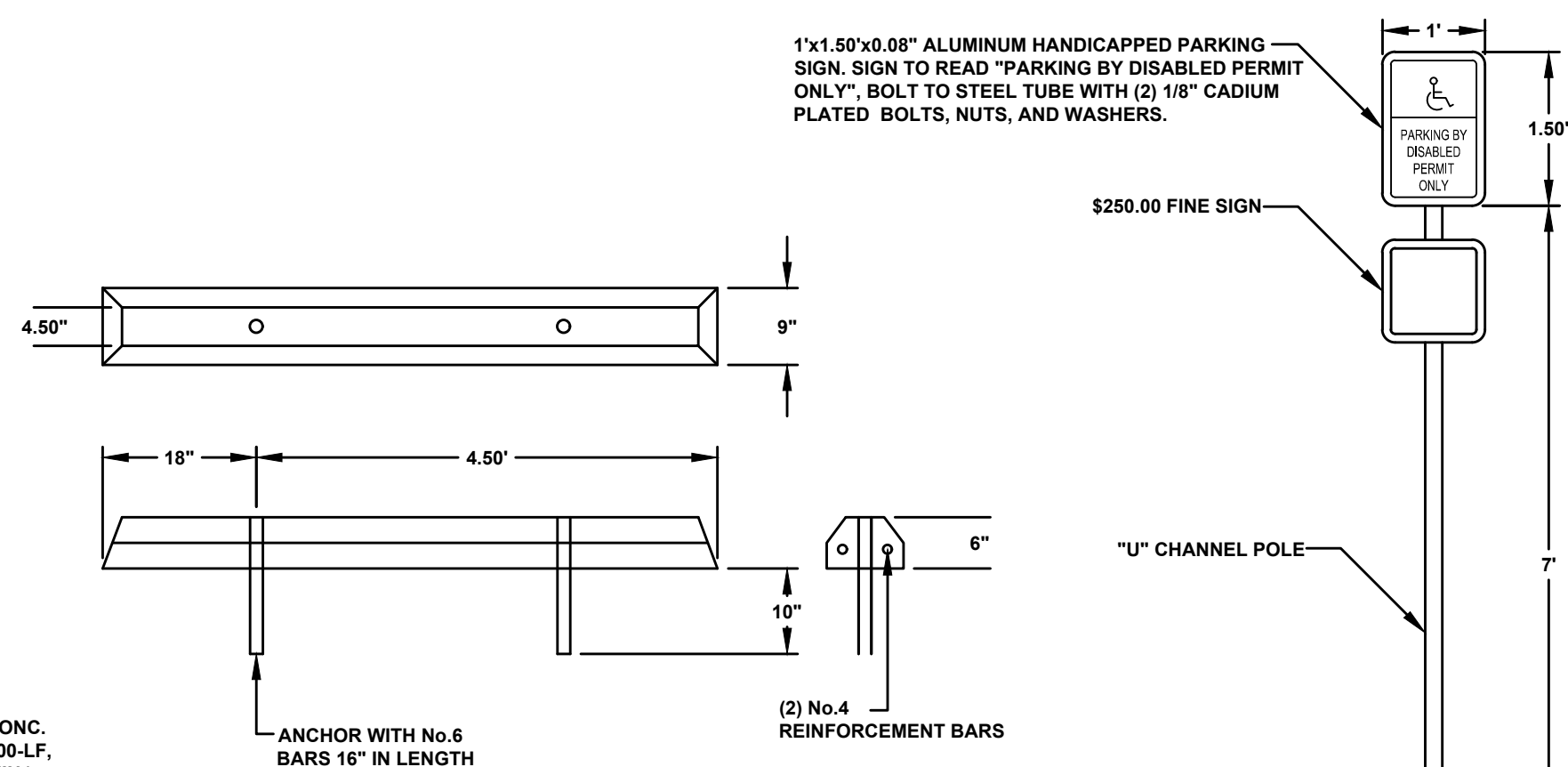
NOTES

1. HANDICAP RAMPS, SPACES, AND SIGNAGE SHALL MEET AMERICAN NATIONAL STANDARD A117.1 AND ALL APPLICABLE CITY AND STATE REQUIREMENTS.

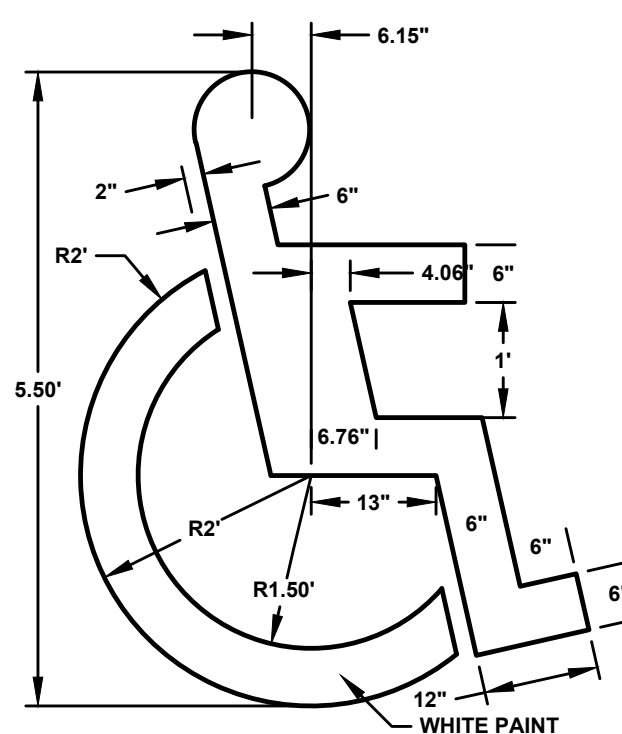
2. THE CONTRACTOR SHALL INSTALL DETECTABLE WARNING SURFACES IN ACCORDANCE WITH A.D.A. REQUIREMENTS. REFER TO FDOT STANDARD INDEX 304 FOR FURTHER INFORMATION.

HANDICAP PARKING SPACE STRIPING DETAIL WITH SIDEWALK

NTS

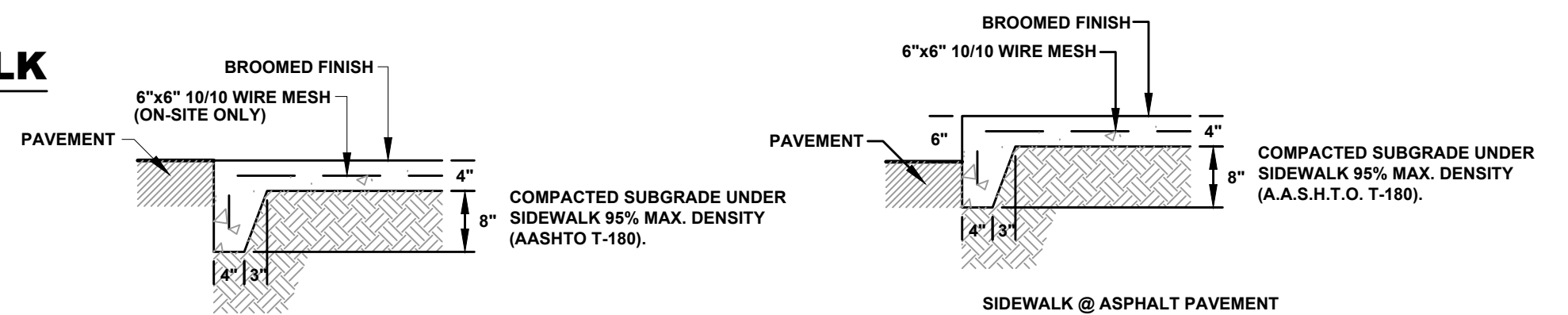


WHEEL STOP DETAIL



NOTE
HANDICAP PAVEMENT MARKINGS SHALL ADHERE TO LOCAL
CODE IF DIFFERENT THAN THAT SHOWN.

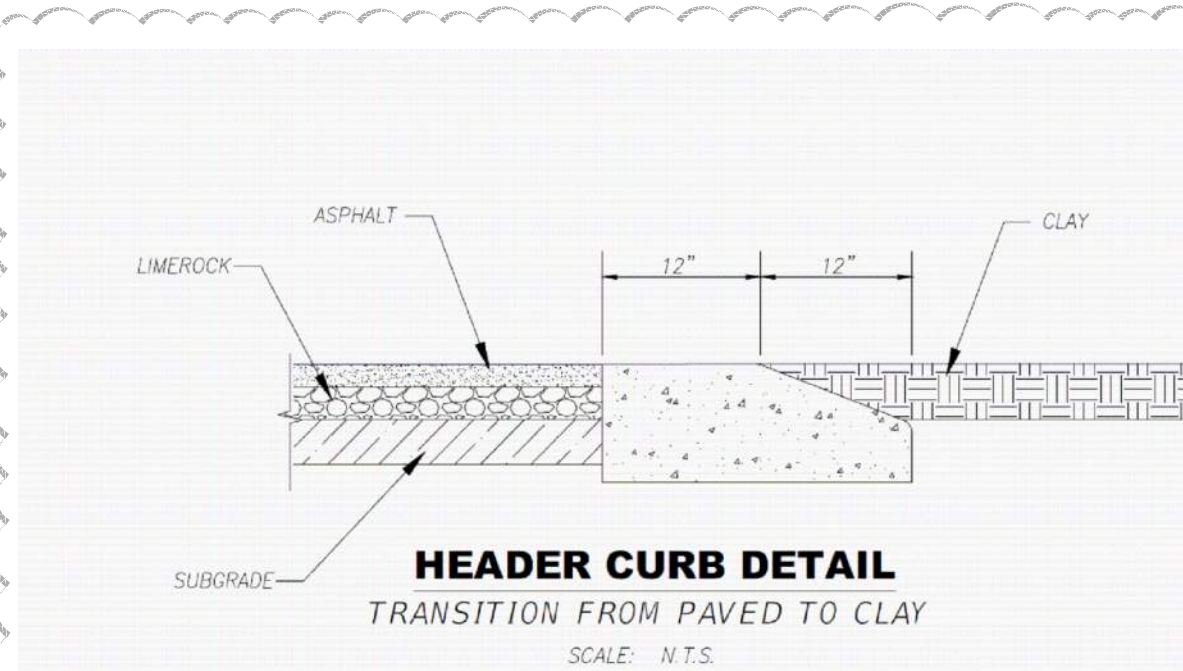
HANDICAP PAVEMENT MARKINGS



SIDEWALK NOTES

1. SIDEWALK TO BE 4-IN THICK CONCRETE (AS SHOWN ON SITE PLAN).
2. SIDEWALK TO HAVE 1/2" RADIUS TOOLED EDGES.
3. CONTRACTION JOINTS TO BE PLACED AT 10' INTERVALS.
4. EXPANSION JOINTS AT 30-FT O.C. AND SHALL BE CONTINUOUS ALONG CURB.
5. EXPANSION JOINTS SHALL CONSIST OF CONTINUOUS 1/2" x 6" BITUMINOUS EXPANSION STRIP.
6. SIDEWALK SHALL HAVE A MAXIMUM CROSS SLOPE OF 2%.
7. AREA UNDER PROPOSED SIDEWALKS TO BE COMPACTED PER FDOT STANDARD SPEC SECTION 120-2.1.
8. DISTURBED AREAS TO BE SODED AS DIRECTED BY THE ENGINEER UNLESS INDICATED OTHERWISE.
9. SIDEWALK TO HAVE BROOMED FINISH.
10. CONCRETE SHALL BE CURED PER FDOT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 520-8.

TYPICAL SIDEWALK SECTION



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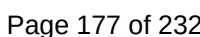
JOB NO. 178001	
SCALE:	AS NOTED
START:	9/10/2024
DESIGN:	TJW
DRAWN:	TJW
CHECKED:	RAC
APPROVED:	KSH
REV BY	DESCRIPTION OF REVISION
6	
5	
4	RESPONSE TO CITY OF UMATILLA AND LAKE COUNTY FOR JIM DAUGHERTY RD.
3	RESPONSE TO COMMENTS FROM CITY OF UMATILLA. FOOT. SURWARD
4	12/8/2025
2	RESPONSE TO COMMENTS FROM CITY OF UMATILLA. HALF. FOOT. SURWARD
1	3/8/2025
2	RESPONSE TO COMMENTS FROM CITY OF UMATILLA. HALF. FOOT
1	12/20/2024

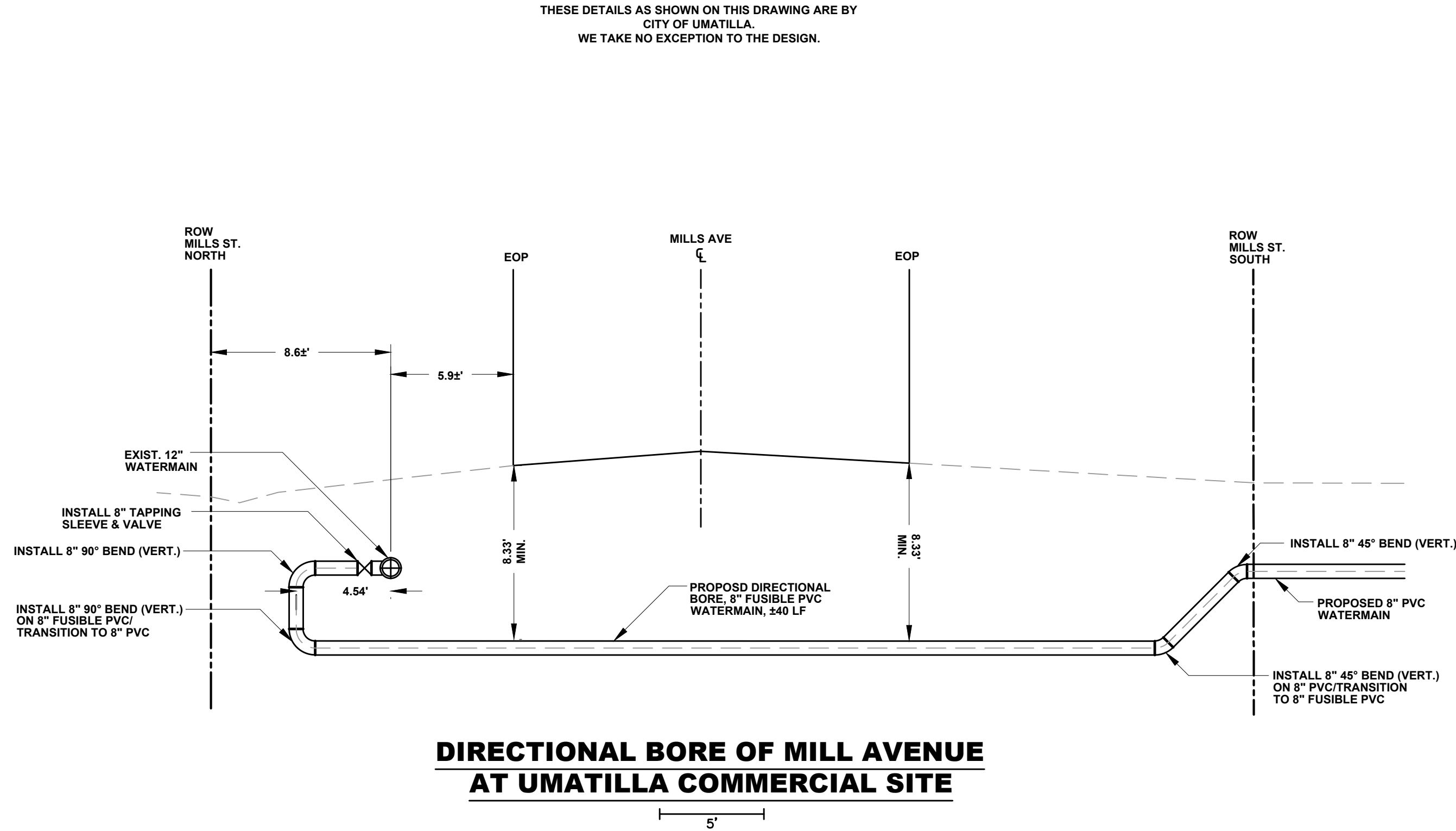
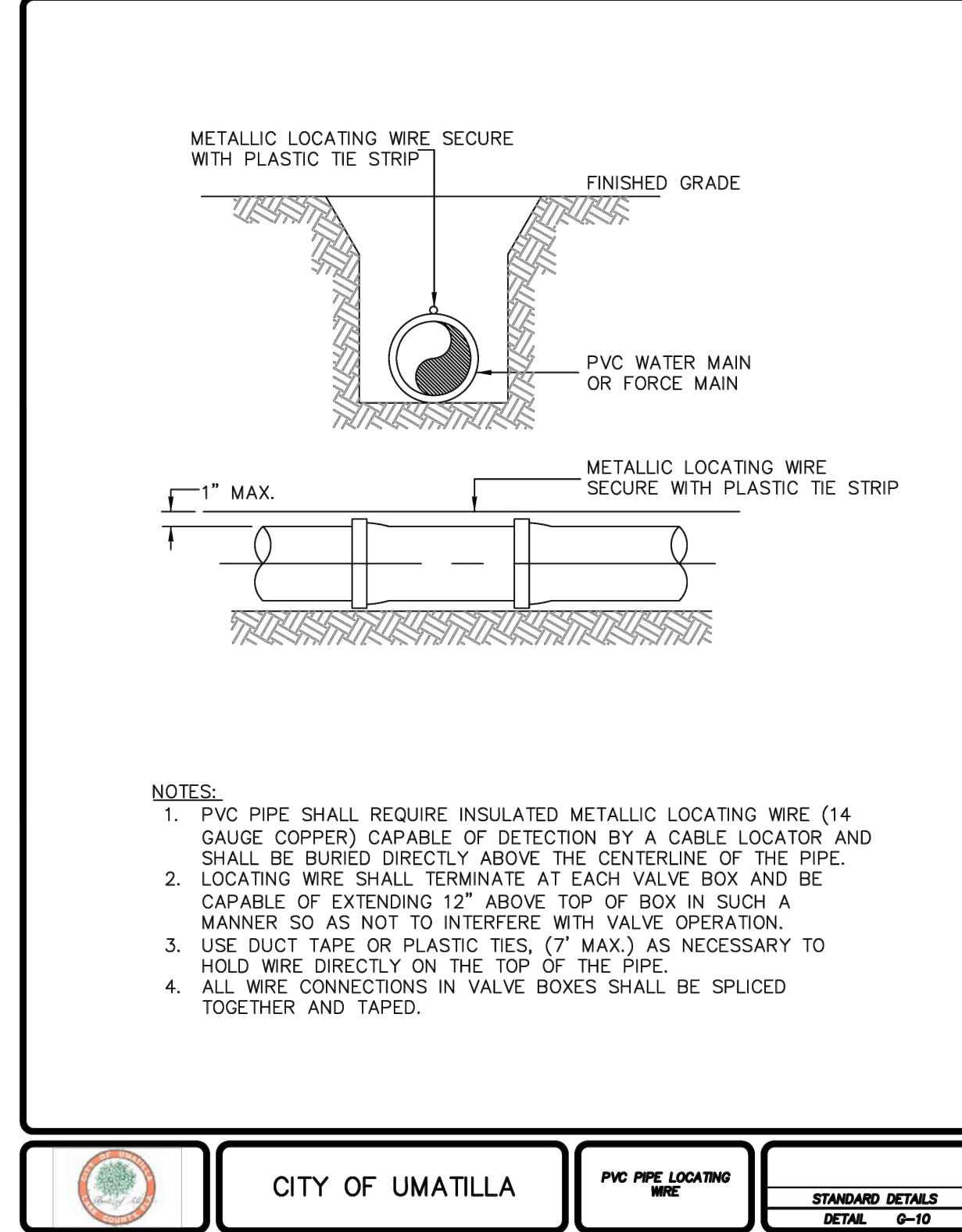
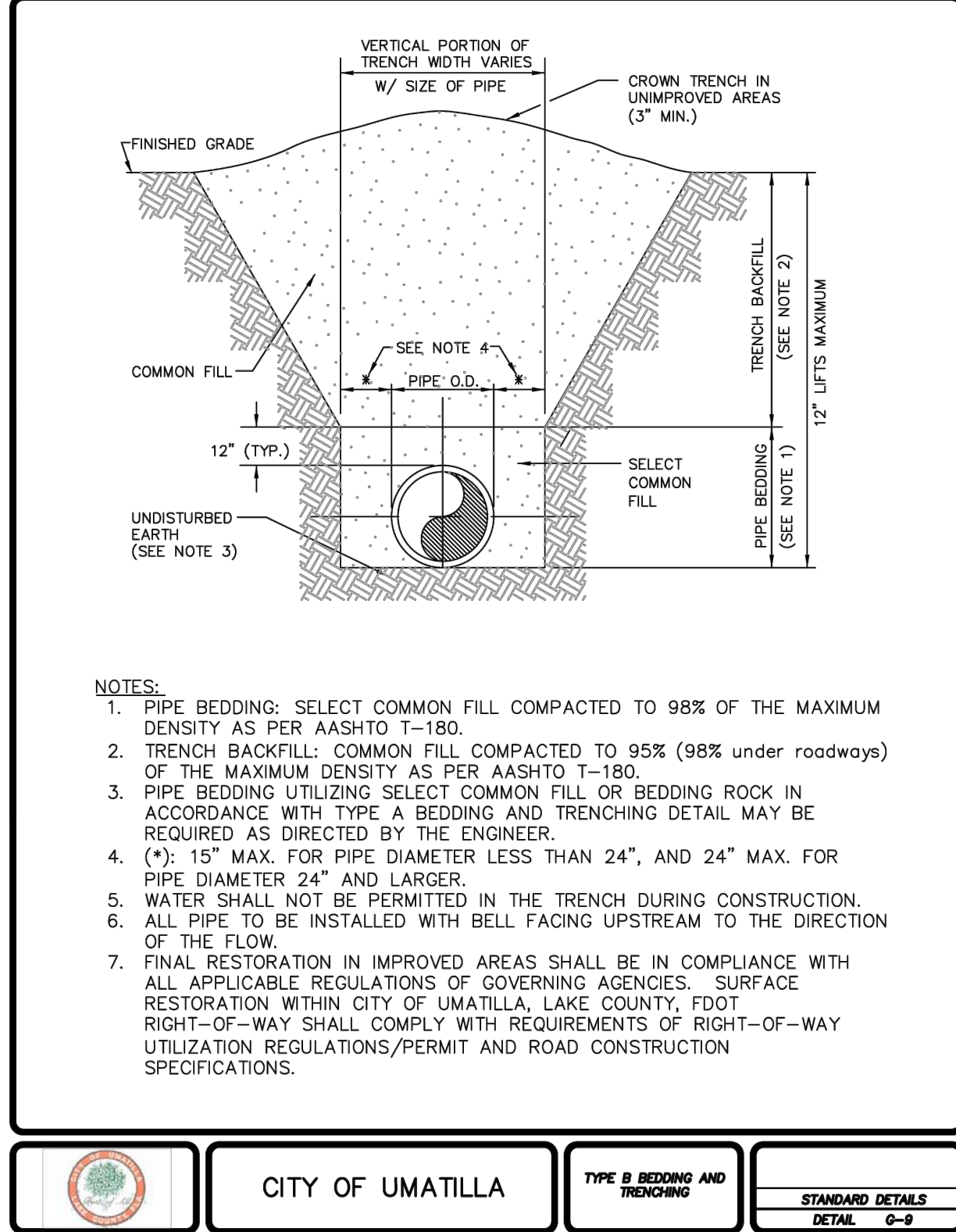
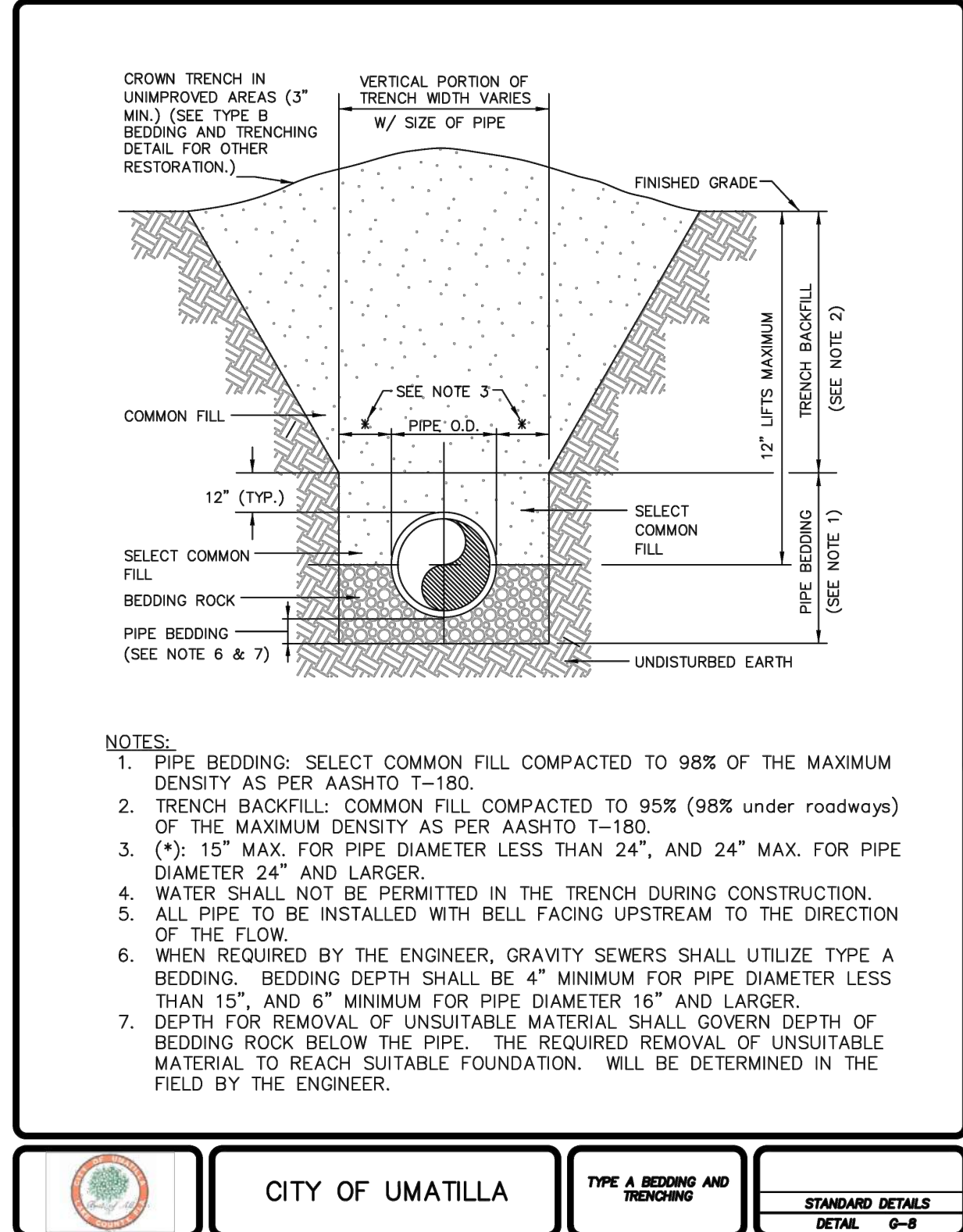
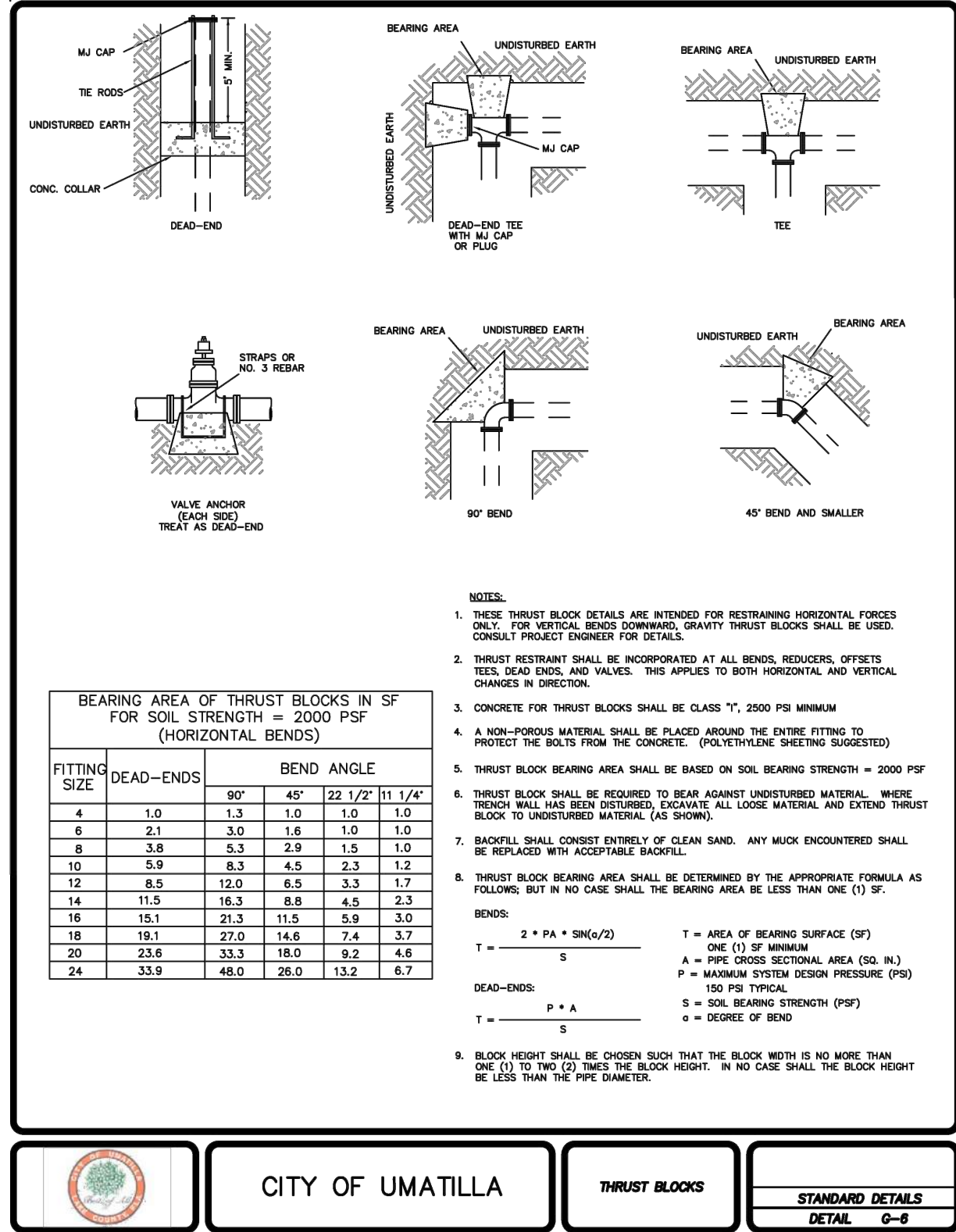
**UMATILLA COMMERCIAL
SITE DEVELOPMENT**

MISCELLANEOUS DETAILS

MEI PARTNERS
1035 S. Semoran Blvd., Suite 1029
Winter Park, FL 32792 CA 33154
P: 321.203.2852 | F: 321.203.2948
www.mei-partners.com

SHEET
C500





CONSTRUCTION NOTES:

CONTRACTOR SHALL RE-FIELD VERIFY SIZE, DEPTH, MATERIAL AND LOCATION OF EXIST. WATER MAIN PRIOR TO BIDDING AND CONSTRUCTION.

CONTRACTOR SHALL PROTECT AND USE CAUTION AROUND EXIST. UNDERGROUND UTILITY LINES DURING CONSTRUCTION.

CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITY LINES IN AREA OF DIRECTION DRILL PRIOR TO BIDDING AND CONSTRUCTION.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY -
RICHARD A. CAMPANALE, PE ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

RICHARD A. CAMPANALE, PE 54745

UMATILLA COMMERCIAL
SITE DEVELOPMENT

GENERAL UTILITY
DETAILS

MEI PARTNERS
1035 S. Seminole Blvd., Suite 1034
P: 321.203.2852 | F: 321.203.2348
www.mei-partners.com

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C502

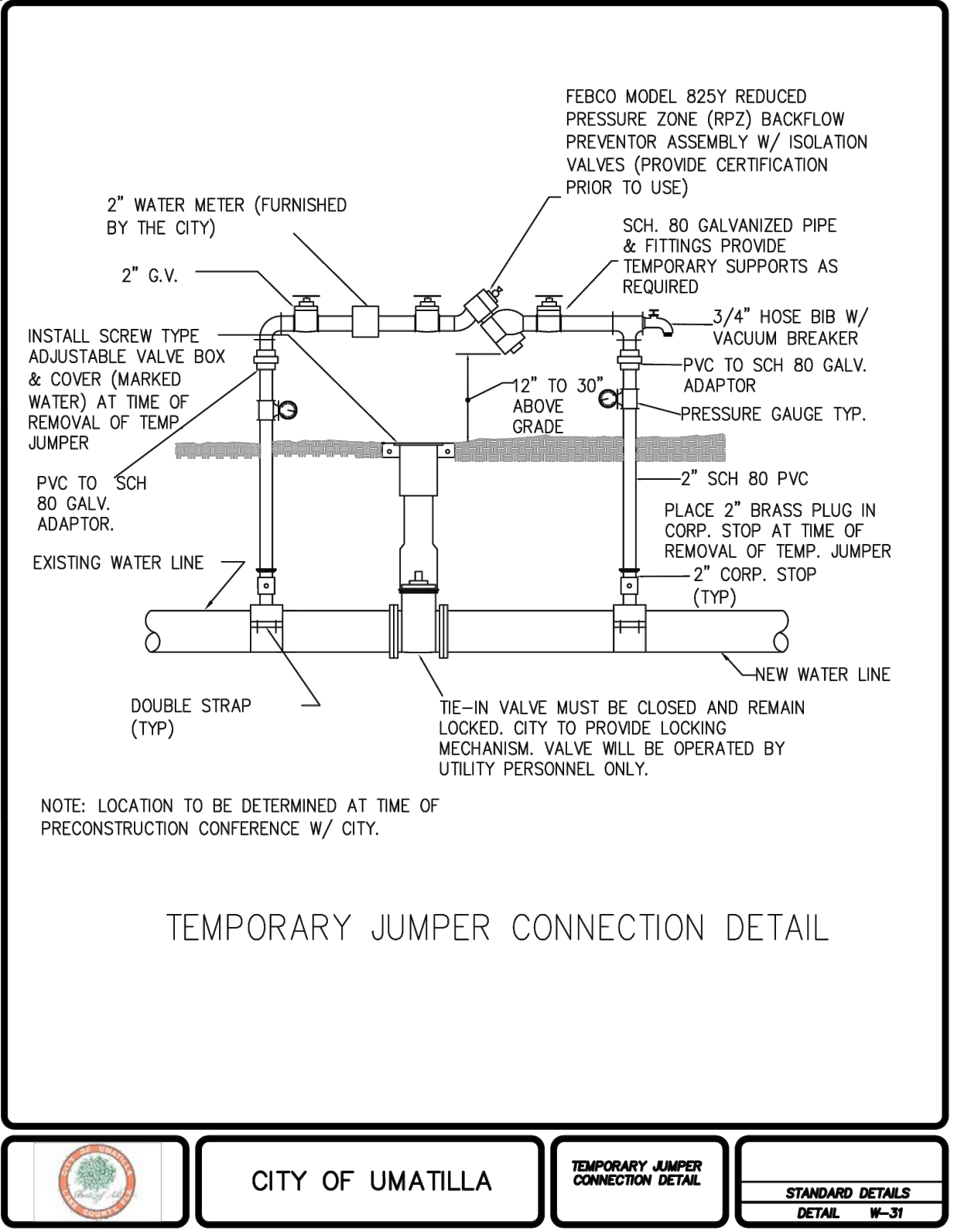
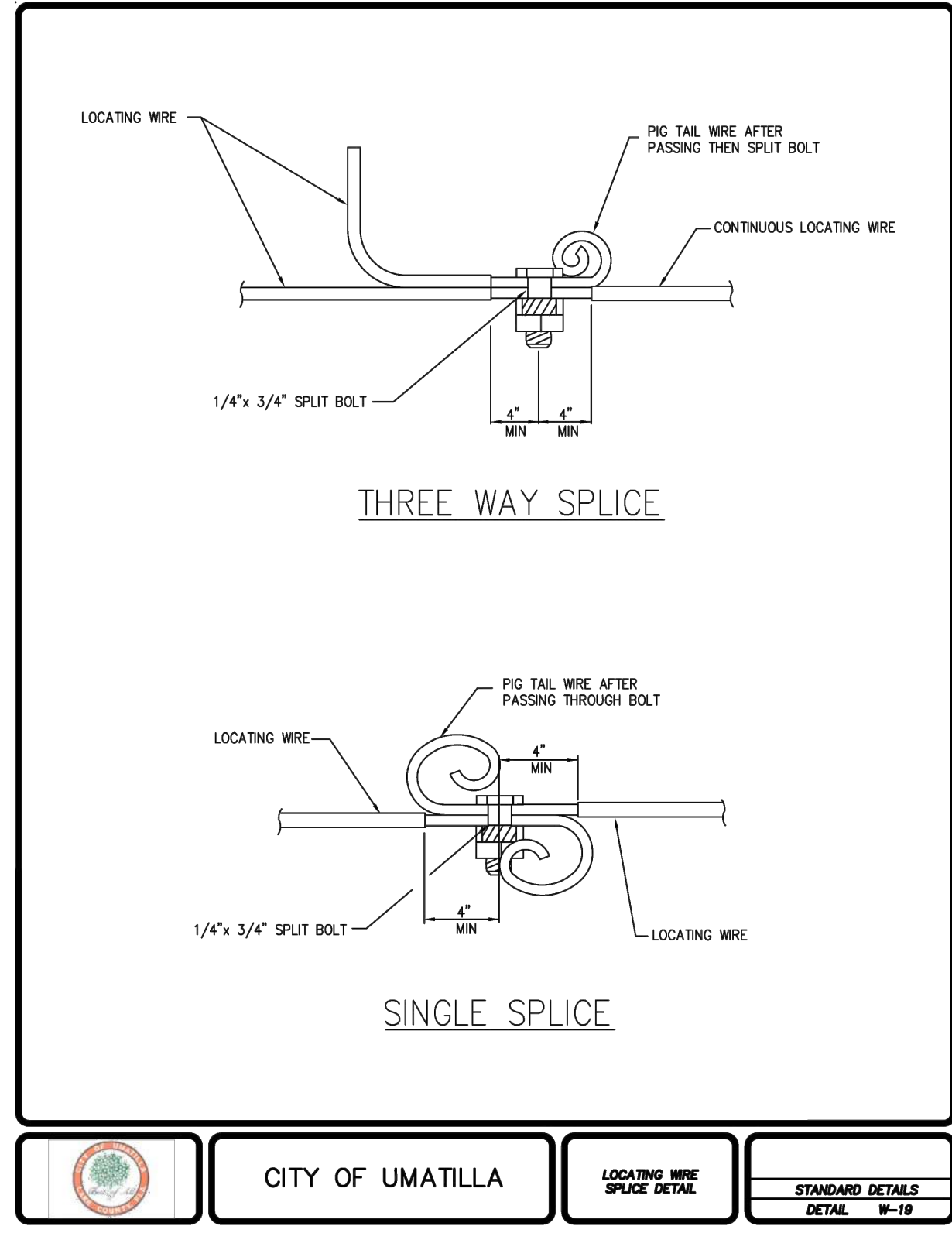
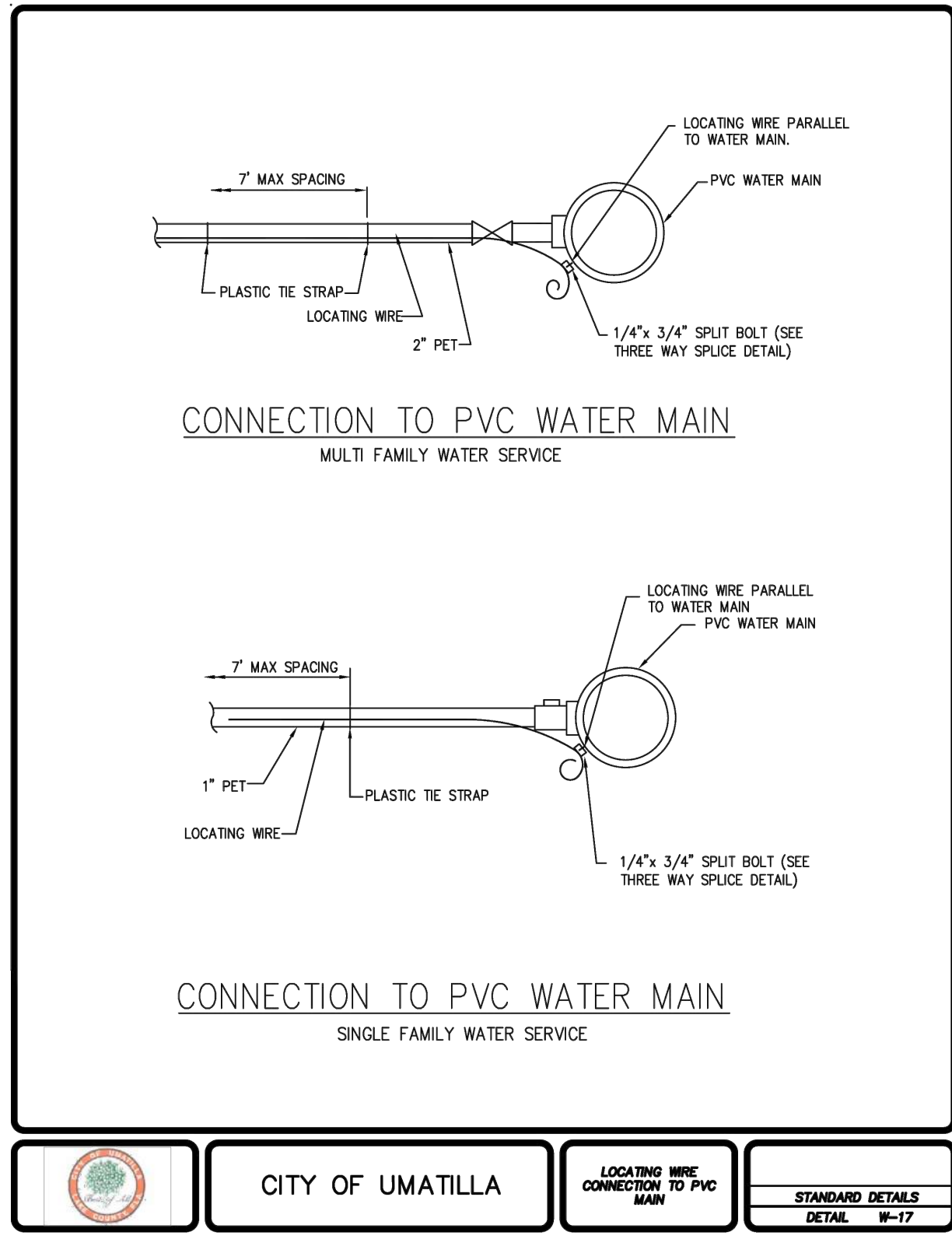
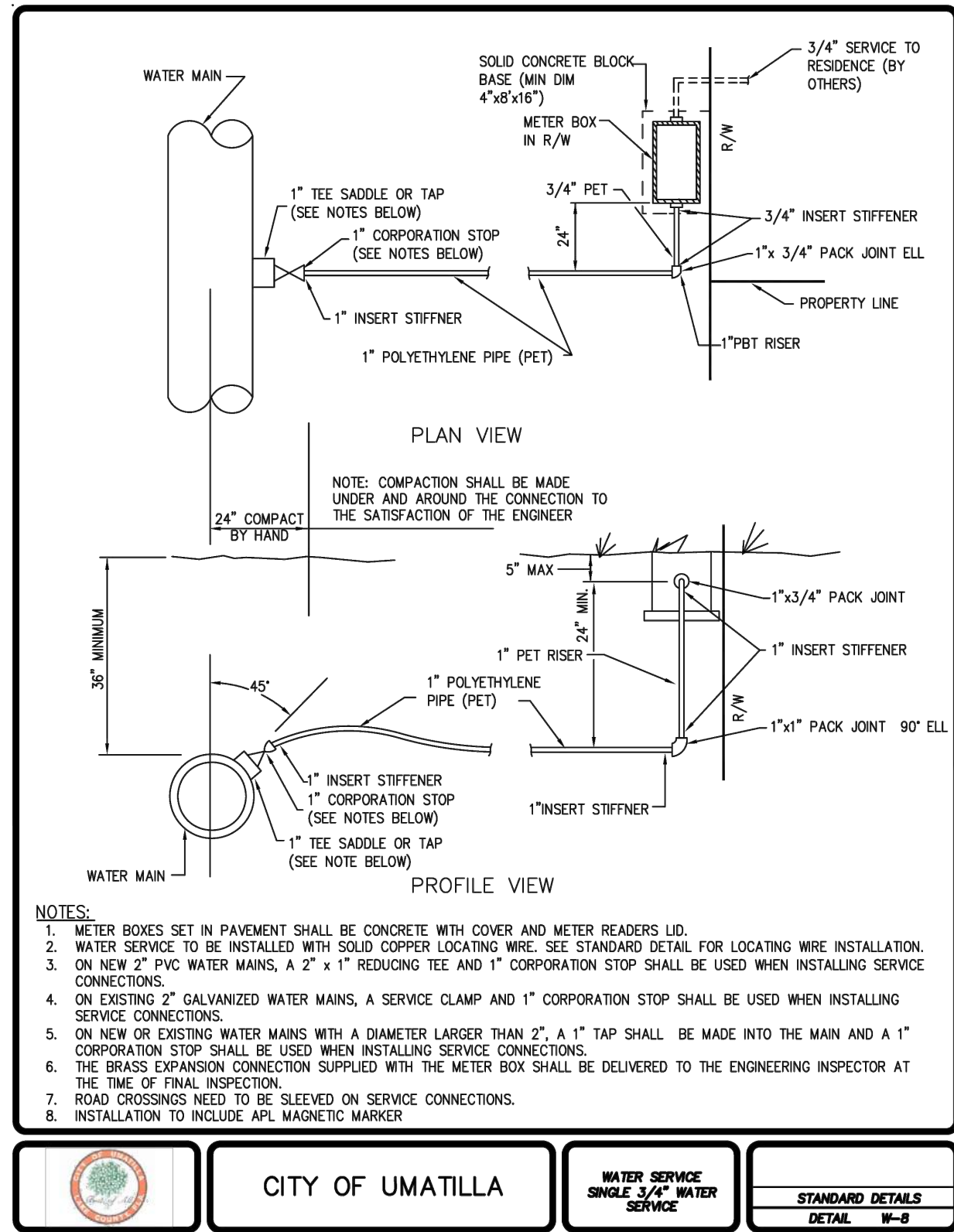
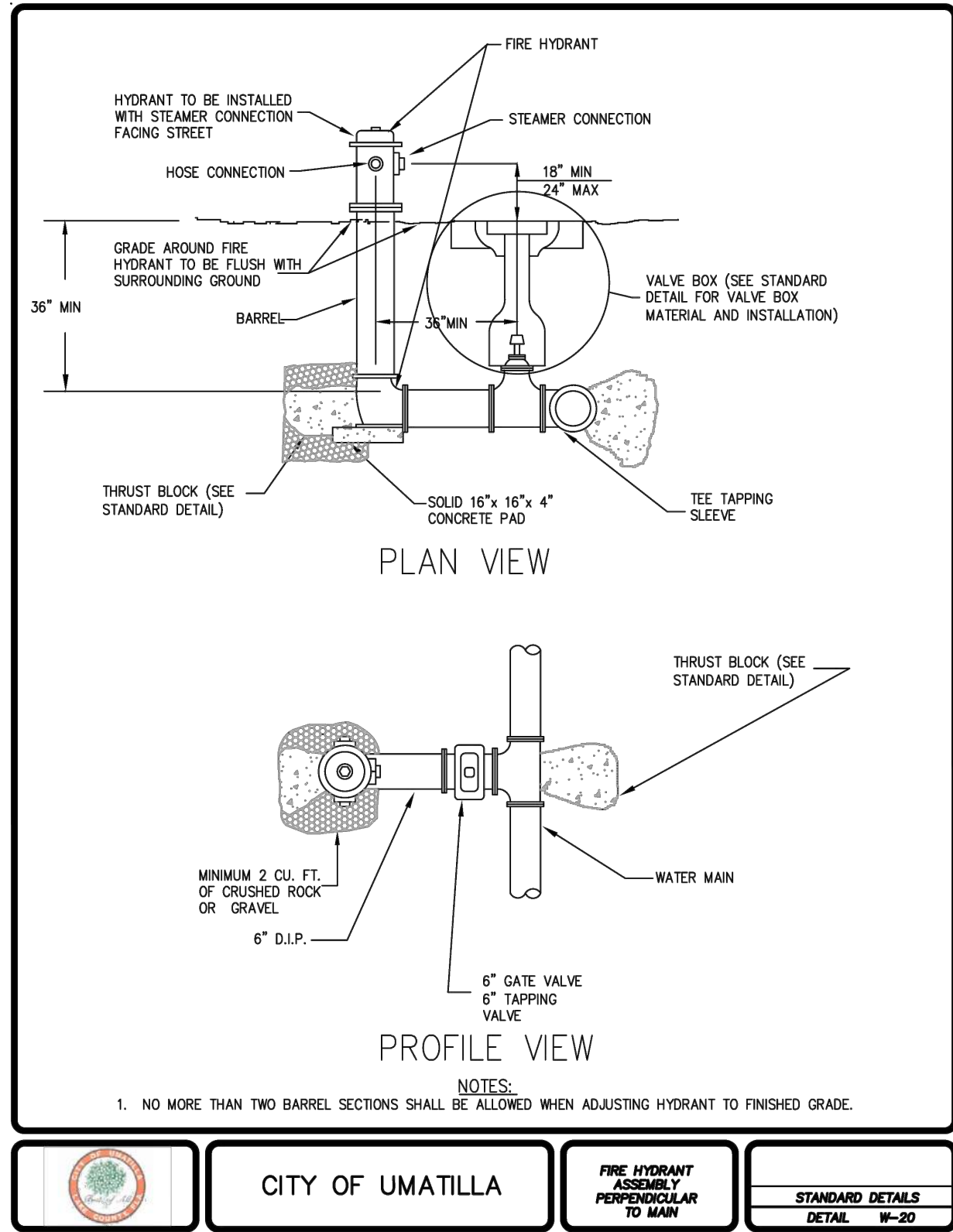
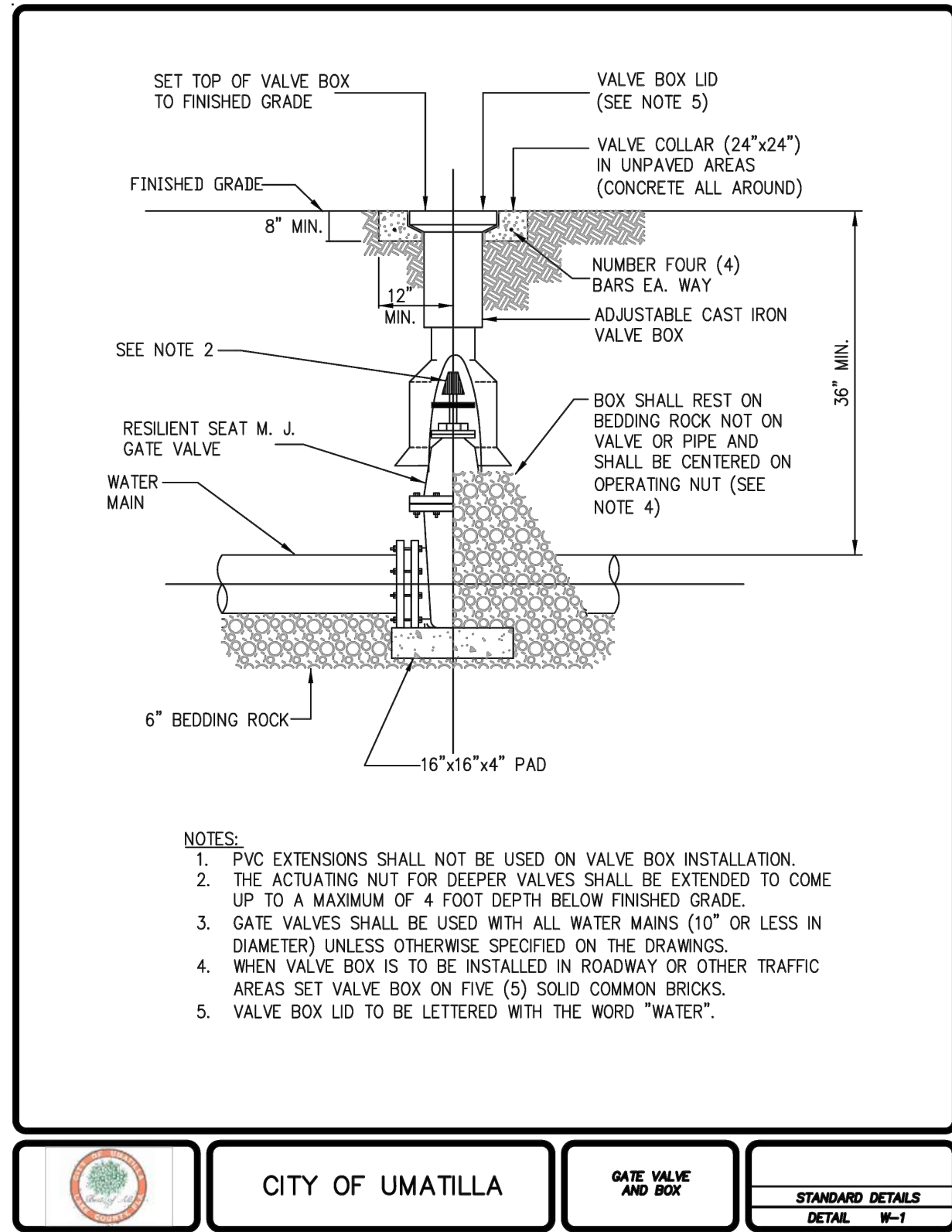
UMATILLA COMMERCIAL SITE DEVELOPMENT

38400 JIM DAUGHERTY RD.
UMATILLA, FLORIDA 32784

FLORIDA

JOB NO. 178001
SCALE: AS NOTED
START: 9/10/2024
DESIGN: T.J.W.
DRAWN: T.J.W.
CHECKED: RAC
APPROVED: KSH

REV. BY	DESCRIPTION OF REVISION	DATE
6		5/16/2025
5		4/18/2025
4	RESPONSE TO CITY OF UMATILLA AND LAKE COUNTY FOR JIM DAUGHERTY RD.	3/18/2025
3	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FDOT, SJRWMD	3/18/2025
2	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALFF, FDOT, SJRWMD	12/30/2024
1	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALFF, FDOT	



LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314			
Other pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossing (Full Joint Centered)
Storm Sewer	WATER MAIN 3 ft. minimum	WATER MAIN 12 inches is the minimum except for storm sewer then 6 inches is the minimum and 12 inches is preferred	Alternate 3' ft. minimum
Vacuum Sanitary Sewer	WATER MAIN 10 ft. preferred 3 ft. minimum	WATER MAIN 12 inches preferred 6 inches minimum	Alternate 3' ft. minimum
Gravity Sewer, Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	WATER MAIN 10 ft. preferred 3 ft. minimum (3)	WATER MAIN 12 inches is the minimum except for gravity sewer then 6 inches is the minimum and 12 inches is preferred	Alternate 6' ft. minimum
On-Site Sewage Treatment & Disposal System(4)	10 ft minimum	----	----

(1) Water Main Should Cross Above other pipe. When Water Main Must Be Below Other Pipe, the Minimum Separation is 12" inches.
(2) Reclaimed Water Regulated Under Part II of chapter 62-610, F.A.C.
(3) 3 ft. for Gravity Sanitary sewer where the Bottom of the Water Main is laid at least 6 inches above the top of gravity sanitary sewer.
(4) Reclaimed water not regulated under part II

UTILITY SEPERATION REQUIREMENTS

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RICHARD A. CAMPANALE, PE 54745

REV	BY	DATE	DESCRIPTION OF REVISION
1		12/30/2024	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALFF, FOOT
2		3/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALFF, FOOT, SJRWMD
3		4/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FOOT, SJRWMD
4		5/16/2025	RESPONSE TO CITY OF UMATILLA AND LAKE COUNTY FOR JIM DAUGHERTY RD.
5		6	
6			

UMATILLA COMMERCIAL
SITE DEVELOPMENT
FLORIDA
38400 JIM DAUGHERTY RD.
UMATILLA, FLORIDA 32784

WATER UTILITY DETAILS

MEI PARTNERS
1035 S. Seminole Blvd., Suite 2034
P.O. Box 3034
P. 321.203.2852 | F. 321.203.2348
www.mei-partners.com

SHEET
C503

MINIMUM SLOPE FOR GRAVITY SEWER

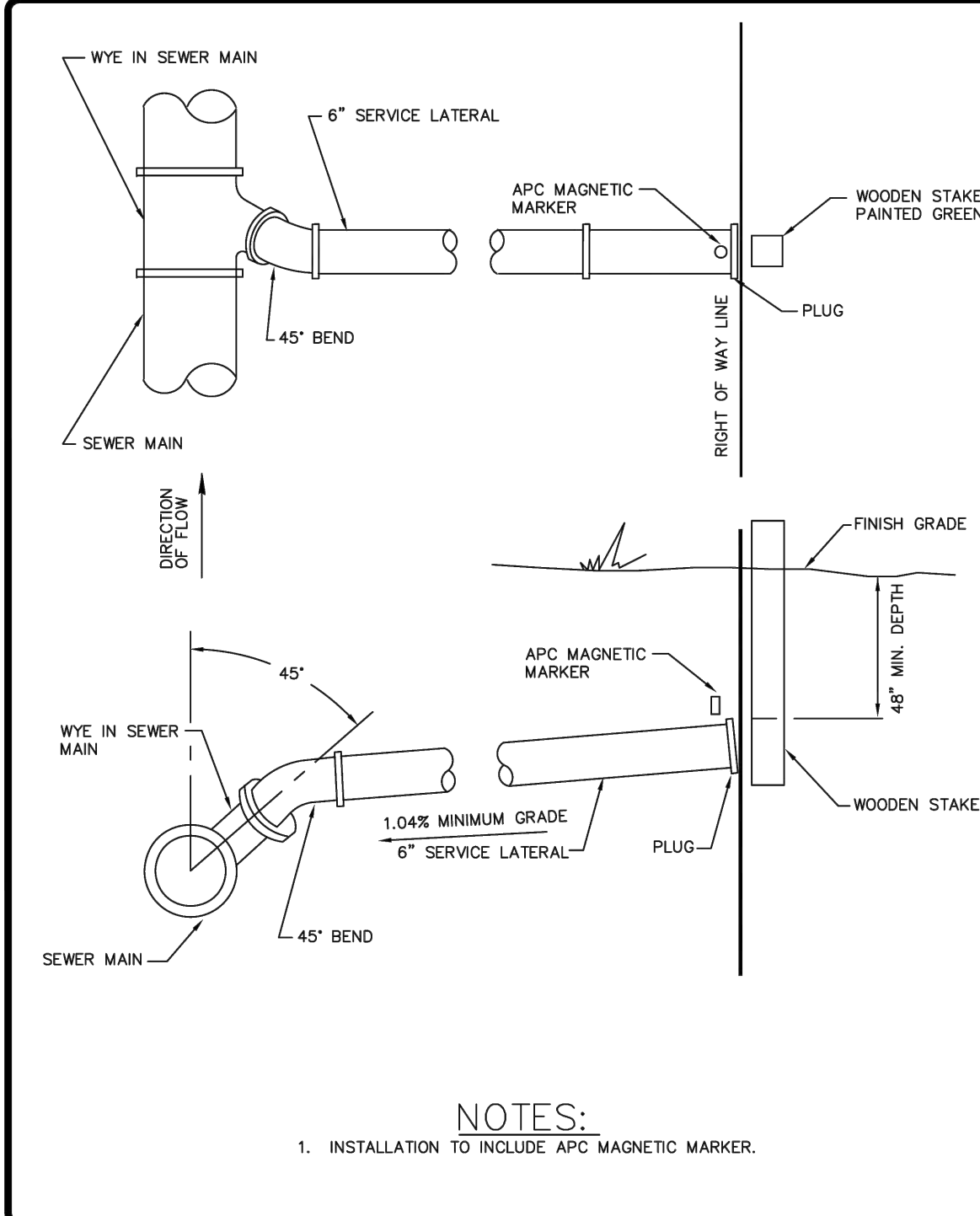
SEWER SIZE	USE	MINIMUM SLOPE
		%
4"	BUILDING SEWER OR SEWER LATERAL	2.08
6"	" "	1.04
8"	GRAVITY SEWER MAIN	0.40
10"	" "	0.28
12"	" "	0.22



CITY OF UMATILLA

MINIMUM SLOPE FOR GRAVITY SEWER

STANDARD DETAILS
DETAIL S-1

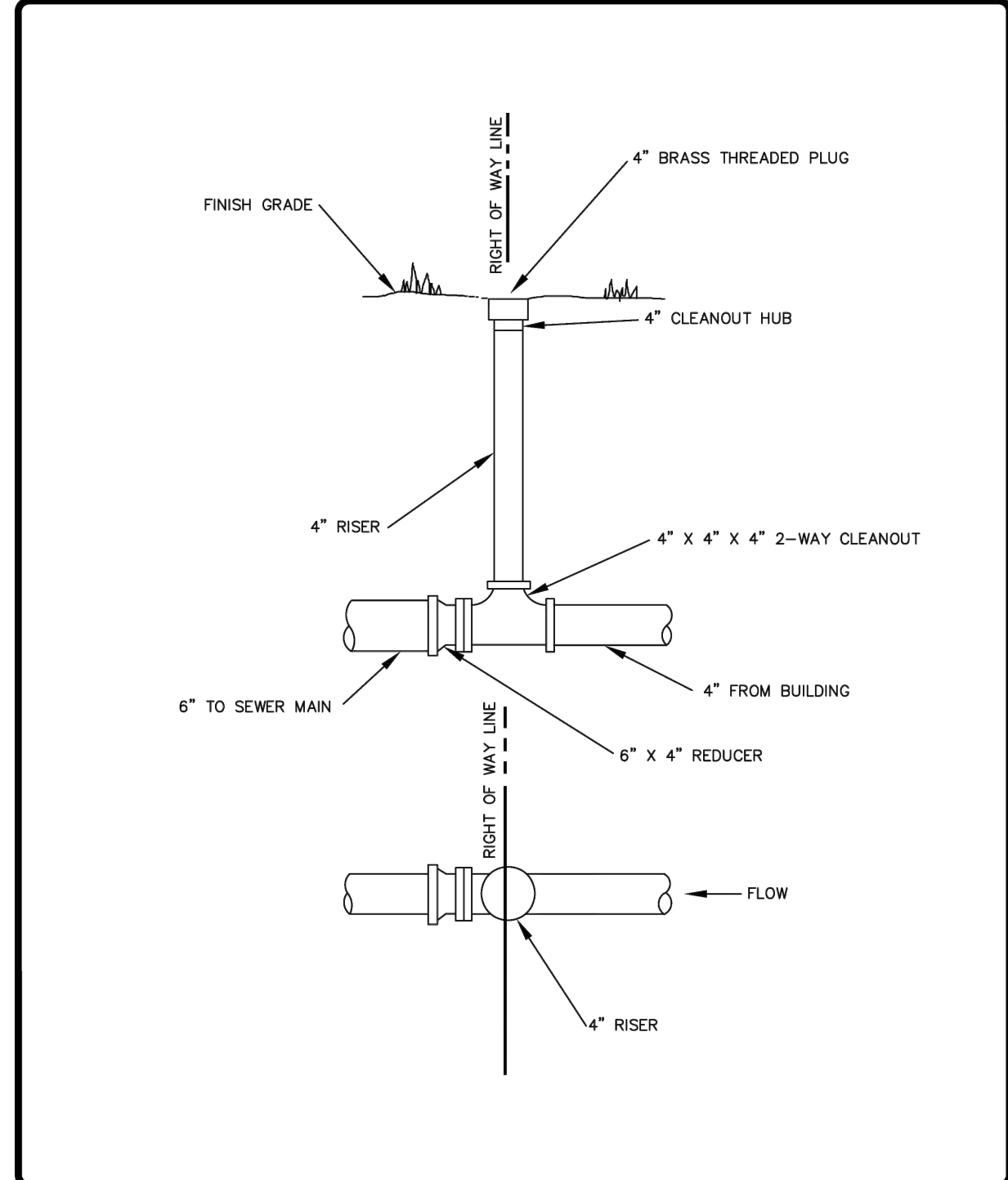


CITY OF UMATILLA

**SINGLE SANITARY
SEWER SERVICE**

STANDARD DETAILS

DETAIL S-12



CITY OF UMATILLA

**SANITARY SEWER
SERVICE
RESIDENTIAL
CLEANOUT**

STANDARD DETAILS
DETAIL S-14

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www.mei-partners.com

SEWER UTILITY DETAILS

UMATILLA COMMERCIAL SITE DEVELOPMENT

UMATILLA, FLORIDA 32784

FILE:M:\Shared\MEJ Partners - Projects\178 Senatore\001 Umatilla Commercial\CADD\Plots\Detail: PO PT 178001.dwg

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JOB NO. 178001			
NO	DATE	DESCRIPTION OF REVISION	REV/
6			
5			
4			
3	5/16/2025	RESPONSE TO CITY OF UMATILLA AND LAKE COUNTY FOR JIM DAUGHERTY RD.	
3	4/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, FDOT, SJRWMD	
2	3/18/2025	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALF, FDOT, SJRWMD	
1	12/30/2024	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALF, FDOT	
SCALE: AS NOTED START: 9/10/2024 DESIGN: T/JW DRAWN: T/JW CHECKED: RAC APPROVED: KSH			

1780001 - IIMAT II A COMMERCIAL SITE DEVELOPMENT

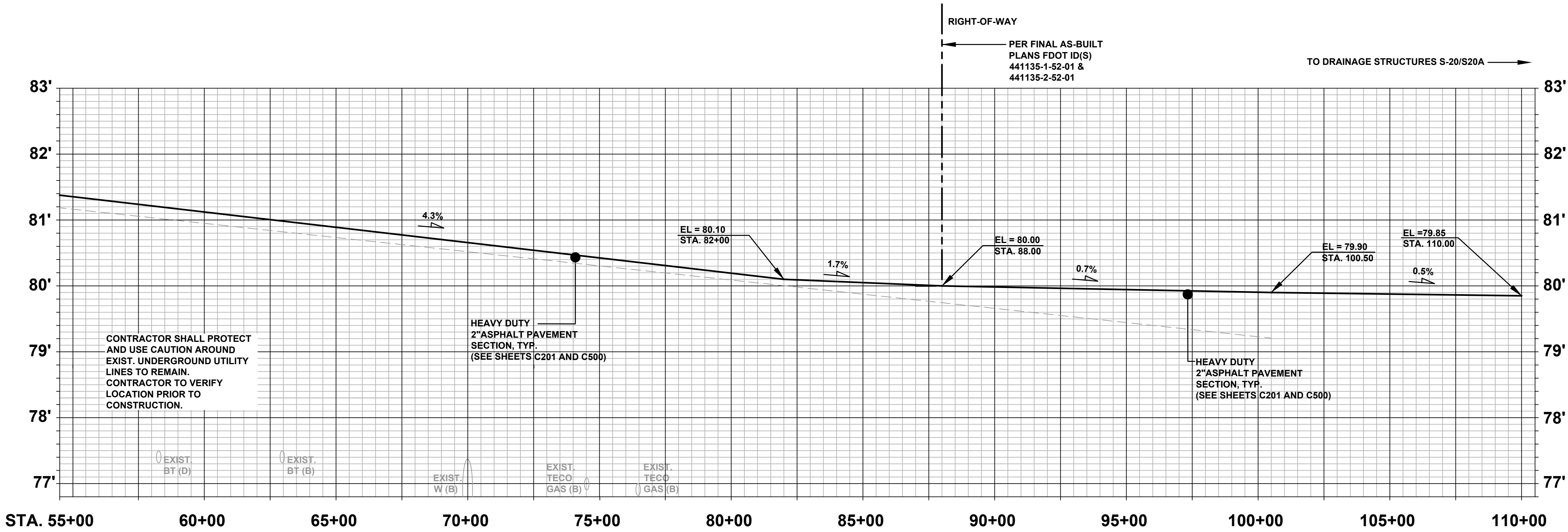
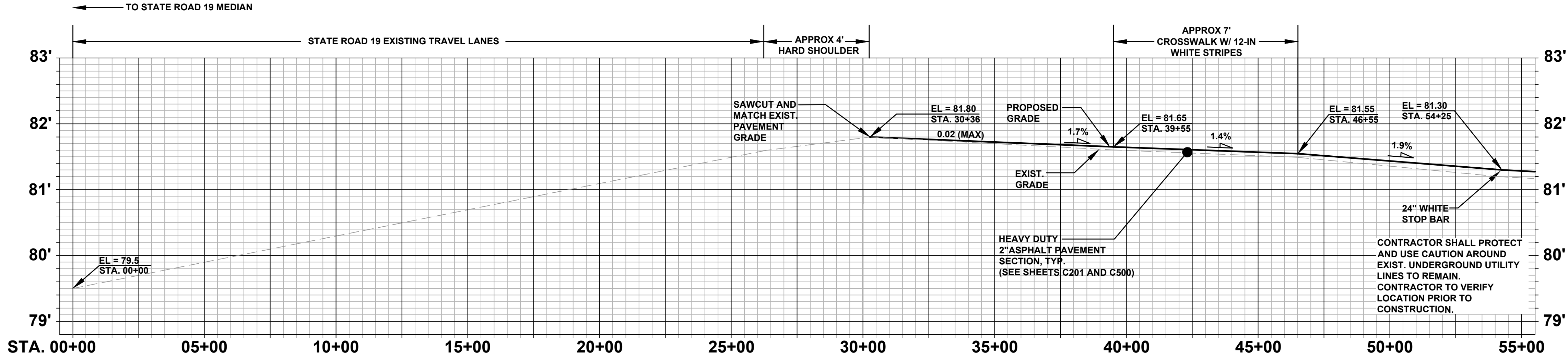
GENERAL BENCHMARK NOTES

LAKE COUNTY DATUM
BENCHMARK NO: LCBM B02
BENCHMARK ELEVATION: 80.73' (3RD ORDER)
(ELEVATIONS BASED UPON NAVD 88 DATUM)

SURVEY PROVIDED BY IRELAND & ASSOCIATES SURVEYING, INC.,
DATED 3/6/2025

GENERAL NOTES

SR 19 FDOT FINAL AS-BUILT PLANS - FDOT ID(S) 441135-1-52-01 &
441135-2-52-01 USED FOR RIGHT OF WAY INFORMATION.



JIM DAUGHERTY ROAD DRIVEWAY PROFILE

5' H 2' V

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RICHARD A. CAMPANALE, PE 54745

JOB NO. 178001	
SCALE:	AS NOTED
START:	9/10/2024
DESIGN:	TJW
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APPROVED:	KSH
REV BY	DESCRIPTION OF REVISION
6	
5	
4	RESPONSE TO CITY OF UMATILLA AND LAKE COUNTY FOR JIM DAUGHERTY RD.
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1	RESPONSE TO COMMENTS FROM CITY OF UMATILLA, HALFF, FDOT

UMATILLA COMMERCIAL
SITE DEVELOPMENT
38400 JIM DAUGHERTY RD.
UMATILLA, FLORIDA 32784
FLORIDA

JIM DAUGHERTY ROAD
DRIVEWAY PROFILE

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P.O. Box 2034
P. 321.203.2852 | F. 321.203.2348
www.mei-partners.com

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C506

178001 - UMATILLA COMMERCIAL SITE DEVELOPMENT
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CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: June 11, 2025

MEETING DATE: June 17, 2025

SUBJECT: Tapley Site Development LLC, Street Resurfacing Contract

BACKGROUND SUMMARY:

Tapley Site Development, LLC has served as the City's street resurfacing contractor for the past several years. The terms of their contract—\$1.20 per square foot for resurfacing—have remained unchanged since the initial agreement. Due to their small size and specialized expertise, Tapley has been able to maintain this pricing where other contractors have not, consistently completing projects on time and within budget.

This project is scheduled for completion before the start of the fall school year. The resurfacing will involve two streets: Rose Street and Cassady Street.

- **Rose Street** will be resurfaced from Trowell Avenue to Pine Street. Tapley has already completed paving on Pine Street, around the curve, ending at the City's stormwater pond.
- **Cassady Street** will be resurfaced from Trowell Avenue to Orange Avenue. Tapley previously paved the section of Cassady from Orange Avenue to Pine Street.

Both streets have varying curb types—including flat ribbon curbs and Type-F curbs. Because the drainage patterns differ across sections of each street, I recommend that the City mill the top 1.5 inches and apply new asphalt. This approach will improve the road's ability to manage stormwater runoff. Each side street within the work areas will also be milled and resurfaced up to the radius return.

Thermoplastic striping will be applied at all primary and side street intersections.

The millings from both streets will be recycled and applied to existing unpaved streets, such as Palm Court and Roberts Street. These areas will be graded, watered, and rolled to create a longer-lasting surface for residents, all at minimal cost.

Funding for this contract is included in the current CRA budget.

RECOMMENDATIONS:

Approval of Tapley Site Development LLC, Street Resurfacing Contract

FISCAL IMPACTS:

\$182,144.00

ATTACHMENTS:

1. Tapley Paving Map
 2. Estimate_1912_from_Tapley_Site_Development_LLC
-



ESTIMATE

Tapley Site Development LLC
2239 Harley St
Inverness, FL 34453

ttply18@aol.com
+1 (352) 601-7693



Bill to
City Of Umatilla

Estimate details
Estimate no.: 1912
Estimate date: 06/07/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Asphalt Paving	Overlay Cassiddy St and Side Streets back to the Radius return. Except Orange st being its recently paved	58700	\$1.20	\$70,440.00
2.		Asphalt Paving	Overlay Rose St and side streets back to radius return.	57920	\$1.20	\$69,504.00
3.		Asphalt Millings	Mill Existing roads down 1 inch for overlay sweep, haul and prep for new hot mix asphalt	1	\$19,200.00	\$19,200.00
4.		Thermo striping	Thermo striping all stop bars and cross walks	1	\$10,500.00	\$10,500.00
5.		Asphalt Millings	Install millings grade and compact on Roberts st and palm st	1	\$12,500.00	\$12,500.00
Total						\$182,144.00

Accepted date

Accepted by



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: June 11, 2025

MEETING DATE: June 17, 2025

SUBJECT: Resolution No. 2025-13, Waiver of 45-Day Purchase Option under Airport Ground Lease Agreement with Lucas Air Hangar, LLC

BACKGROUND SUMMARY:

This report requests City Council consideration to waive the City's 45-day purchase option under the Airport Ground Lease Agreement with Lucas Air Hangar, LLC for the hangar site located at the Umatilla Municipal Airport.

On May 20, 2024, the City entered into a Ground Lease Agreement with Lucas Air Hangar, LLC ("Tenant") leasing a specific hangar site at the City airport. The Tenant was required to construct and maintain a hangar meeting FAA and local standards on the leased premises.

Under the terms of the lease, the City holds a 45-day right of first refusal to purchase the leasehold interest and improvements if the Tenant intends to assign the lease. This gives the City the right to acquire the leasehold and improvements at an appraised value within 45 days of Tenant's notice.

Tenant has identified a buyer for the leasehold interest and improvements and provided the City with notice of assignment intent. City staff has evaluated the option and determined that the City is not interested in acquiring the leasehold or improvements.

Exercising the purchase option would require significant City resources and capital investment for a hangar that is not aligned with current City plans or interests. Waiving the option allows the Tenant to assign the lease to the buyer efficiently without delaying the transaction.

RECOMMENDATIONS:

- 1. Exercise the 45-day purchase option** — Direct the City Manager to proceed with obtaining an appraisal and, if acceptable, acquire the leasehold interest and improvements within the 45-day period.
- 2. Waive the 45-day purchase option** — Allow the Tenant to assign the leasehold interest without delay, authorizing the City Manager to notify the Tenant and any prospective buyer of this waiver.
- 3. Defer action** — Delay a decision pending further information or analysis.

Staff recommends option 2, waiving the City's purchase option, as the City does not intend to acquire the leasehold or improvements. However, the Council may choose any option it deems appropriate.

FISCAL IMPACTS:

\$0 to up to \$800,000

ATTACHMENTS:

1. Lucas executed lease
 2. Location Map
 3. Resolution No. 2025-13, Waiver of 45-Day Purchase Option under Airport Ground Lease Agreement with Lucas Air Hangar, LLC
-

AIRPORT GROUND LEASE AGREEMENT

BETWEEN

THE CITY OF UMATILLA, FLORIDA

AND

LUCAS AIR HANGAR, LLC

THIS AIRPORT GROUND LEASE AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF UMATILLA, FLORIDA**, a municipal corporation, which shall be called the "Lessor" in this Agreement, and **LUCAS AIR HANGAR, LLC**, a Florida limited liability company, the "Tenant" in this Agreement and whose mailing address is 39623 County Road 439 Umatilla, Florida 32784 for a hangar site at the City of Umatilla Municipal Airport ("Airport").

In consideration of the mutual terms and conditions contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

I. GROUND LEASE

- A. **Agreement to Lease Premises.** Lessor hereby leases to Tenant and Tenant hereby leases from Lessor the Airport hangar site more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises") for the purposes set forth in this Agreement. Tenant agrees to accept the Premises "as is," and Lessor makes no warranty as to the condition of the Premises or their suitability for any particular purpose.
- B. **Purpose of Agreement.** Subject to the terms of this Agreement, Tenant will, at Tenant's sole cost and expense, perform any necessary site work and construct and maintain a hangar of good commercial quality at least 2000 square feet in size, together with other aviation-related improvements on the Premises for the purpose of storing and maintaining aircraft, including improvements desired by Tenant for aircraft parking, storage, and maintenance, and flight instruction pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations. Tenant may make such further ancillary improvements beyond the foregoing within Tenant's hangar that Tenant so desires, so long as such improvements are done pursuant to Federal Aviation Administration standards and all applicable local, state, and federal laws and regulations. Tenant shall not make or cause to be made to the Premises any alteration or improvement without Lessor's prior written consent (in Lessor's sole discretion). Lessor's approval and permitting of Tenant's hangar is a condition precedent to the effectiveness of this Agreement. If Lessor does not approve Tenant's hangar, or Tenant is otherwise unable to build Tenant's hangar due to a refusal or failure to act by

Lessor, this Agreement shall be terminated and of no further force and effect. Tenant shall not alter or improve any area of the Airport that is not leased by Tenant. Construction shall be subject to the approval of the Lessor. The hangar shall be designed and painted a color to complement other hangars on the Airport property. Hangar construction shall commence within 180 days of the execution of this Agreement. Tenant agrees to exercise Tenant's best efforts to have the Hangar constructed within 365 day from the date of execution of this Agreement. Tenant shall not be deemed to be in breach of this Agreement should there be any delay in the completion of construction which is caused by labor or supply shortages or production issues.

- C. **Title to Improvements.** During the term of this Agreement, all portions of the hangar and any other improvements that are constructed or acquired by Tenant shall be and remain the personal property of the Tenant. Upon termination of this Agreement after all renewals provided for in this Agreement and as may be extended by the mutual agreement of the parties or their successors and assigns, title to improvements will be transferred to Lessor.
- D. **Access.** Lessor agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants (that are approved by Lessor pursuant to this Agreement), contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") are authorized to ingress and egress across the common areas of the Airport (in the areas designated by Lessor, for the purposes for which they were designed, and as permitted by applicable laws and regulations) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.
- E. **Right of Flight and Other Reserved Rights.** This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to Lessor, Lessor reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.

II. RENT AND PAYMENT

- A. **Amount Due.** Tenant covenants to pay annual rent to Lessor for Tenant's lease of the Premises in the amount of Twenty-Two Cents (\$0.22) per square foot. The square footage of the premises is Eleven Thousand Seven Hundred Forty-Four Dollars per Square Footage (11,744 SF) equaling a total of Two Thousand Five Hundred Eighty-Three Dollars and 68/100 (\$2,583.68) commencing on the Commencement Date. Lessor and Tenant agree that Tenant's annual rent shall increase each year (or fraction of a year) when this Agreement is in effect by a percentage not exceeding the 12-month percentage change in the CPI-U All Urban Consumers index published by the U.S. Bureau of Labor Statistics for the preceding calendar year. Once timely paid, annual prepaid rent shall not be adjustable and shall be considered rent paid in full for the annual period. The rent for any fraction of a year shall be prorated.
- B. **When Due.** Annual rent payments shall be payable in advance and due on or before May 1st of each year during the term of this Agreement.

- C. Payments.** Any amount due in connection with this Agreement or the use of the Airport shall be due without prior notice or demand, except when notice is necessary to make Tenant aware of an amount due, and shall be paid without offset, abatement, or deduction. Lessor shall first apply any sum paid to past due rent (beginning with the most recent amount due). No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. Lessor may accept any payment (including, but not limited to, past due amounts and related charges) without prejudice to Lessor's rights to recover any sum or pursue other remedies provided by this Agreement or by law and without waiving any default under this Agreement. If any check paid on behalf of Tenant is dishonored by a bank, Tenant shall pay all charges that the bank may assess to Lessor plus a service charge of Fifty Dollars (\$50.00) per occurrence. If Lessor pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed in connection with Tenant's use of the Airport), such amount shall constitute an advance by Lessor to Tenant and Tenant shall promptly reimburse Lessor upon demand by Lessor. Lessor has the right to apply any sum paid by Tenant to any obligation that Tenant owes to Lessor (whether or not in connection with this Agreement). Tenant shall make payments to Lessor at the following address (or such other address as Lessor may designate in writing from time to time):

City of Umatilla
Attn: Airport Manager
P.O. Box 2286
Umatilla, FL 32784

- D. Past Due Payments.** If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, Lessor may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for Lessor's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner.
- E. Additional Costs Not Included in Rent.** Any sum other than rent as required by this Agreement that Tenant is obligated to pay to Lessor arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional costs not included in rent, which may include, but is not limited to, fees, fuel flowage fees for selffueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges, permitting fees, impact fees and utility charges.

III. TERM

- A.** The term of this Agreement shall be for a period of Thirty (30) years commencing on May 1, 2024 (the "Commencement Date") and ending on April 30, 2054 ("Expiration Date") (such period being the "Initial Term").

- B. Renewal.** If this Agreement has not been terminated as provided herein, effective prior to or at the end of the Initial Term, Tenant may renew this Agreement for two (2) additional periods of Five (5) years if Tenant is not in breach of this Agreement and delivers a written notice of renewal to Lessor at least ninety (90) days before the expiration of the Initial Term or the first renewal term.
- C. Renewal in accordance with right of first refusal.** Within ninety (90) days of the final renewal period established in this Agreement, Tenant shall give Lessor written notice if Tenant desires to renew this Agreement. If Tenant desires such renewal, and if Lessor is offering or intends to offer the Premises for lease as an airplane hangar, Lessor and Tenant shall negotiate terms of the extension in good faith.

IV. USE OF PREMISES

- A. Compliance with Laws.** Tenant and Tenant's Associates shall comply at all times and at Tenant's sole cost with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, ordinances, and other pronouncements of any kind having the effect of law including, but not limited to, Umatilla Airport rules and regulations, City of Umatilla ordinances and land development regulations, Federal Aviation Administration rules and guidelines, Florida Department of Transportation rules and guidelines, and state and federal environmental laws. Upon a written request by Lessor, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.
- B. Unauthorized Uses.** Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, damaging, interfering with, or altering any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any laws and regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of automobile parking areas in a manner not authorized by Lessor; the storage of fuel in excess of 20 gallons (except that Tenant may store fuel on the Premises in engine-driven equipment with regular built-in fuel tanks such as aircraft fuel tanks or automobile fuel tanks); any use that would interfere with any operation at the Airport or decrease the Airport's effectiveness (as determined by Lessor in its sole discretion); the storage, possession or maintenance of any jet aircraft, although this provision does not apply turboprop aircraft, which are permissible; and any use that would be prohibited by or would impair coverage under either party's insurance policies.
- C. Permits and Licenses.** Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice

from any governmental entity that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide Lessor with timely written notice of the same.

- D. Taxes and Liens.** Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any improvements). Within thirty (30) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.
- E. Encumbrances.** Tenant shall not encumber or permit the encumbrance of any real property at the Airport. Tenant shall not encumber or permit the encumbrance of any of Tenant's rights under this Agreement without Lessor's prior written consent, in Lessor's sole discretion. Any purported encumbrance of rights in violation of this Section is void. In connection with Lessor's consent to any encumbrance, at a minimum the following shall apply: (i) such encumbrance shall only encumber Tenant's leasehold interest for the purpose of securing financing for Tenant's authorized improvements (no other encumbrance shall be permitted); (ii) such encumbrance shall be subordinate to Lessor's interests; (iii) the lienholder must agree to maintain current contact information with Lessor and provide Lessor with concurrent copies of any notices or communications regarding a default; (iv) the lienholder must certify to Lessor that it has reviewed this Agreement and accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement; (v) any default relating to such encumbrance shall be a default of this Agreement; (vi) the lienholder must agree that upon any default, Lessor shall have a lien with first priority on all Tenant-owned improvements and other property at the Premises; and (vii) such encumbrance shall terminate prior to the expiration date and the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied. Lessor shall have no obligation to provide any notices to any lienholder, and Lessor shall have no liability of any kind to any lienholder.
- F. Damage to Property and Notice of Harm.** In addition to Tenant's indemnification obligations set forth in this Agreement, Tenant, at Tenant's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor or Lessor's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify Lessor of any such property damage. If Tenant discovers any other potential claims or losses that may affect Lessor, Tenant shall promptly notify Lessor of the same.
- G. Signage and Advertising.** Tenant is not authorized to install or operate any signage outside of enclosed structures on the Premises (other than a hangar number or other markings for identification authorized or required by the Lessor), or at the Airport, except with the prior written approval of Lessor (which may be given or withheld in Lessor's sole discretion). Any

approved signage shall be at Tenant's expense and shall comply with laws and regulations (including, but not limited to, Airport signage policies and standards and the City of Umatilla's code of ordinances, land development regulations, and permit requirements).

- H. Security.** Tenant is responsible to comply (at Tenant's sole cost) with all security measures that Lessor, the United States Transportation Security Administration, or any other governmental entity having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that Airport access credentials are the property of Lessor and may be suspended or revoked by Lessor in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.
- I. Removal of Disabled Aircraft.** When consistent with laws and regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant any aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within Tenant's enclosed improvements or, with Lessor's prior written consent, elsewhere at the Airport on terms and conditions established by Lessor. If Tenant fails to comply with this requirement after a written request by Lessor to comply, Lessor may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that Lessor determines, in its sole discretion, to be in Lessor's best interests.
- J. Maintenance, Repair, Utilities, and Storage.** Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to Lessor. Tenant shall be solely responsible to design and construct all improvements and to maintain, repair, reconstruct, and operate the Premises and all improvements at Tenant's sole cost and expense, including, but not limited to, all charges for utility services (and their installation and maintenance), janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and all improvements in a condition that is equal to the level of maintenance by Lessor in comparable areas and that is clean, free of debris, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any environmental law or regulation ("Hazardous Materials") shall be governed by Section VII of this Agreement.
- K. Operations and Personnel.** Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall use its best efforts to immediately notify the Airport Manager of any condition that Tenant observes at the Airport that may create a hazard or disruption, shall promptly remedy deficiencies in Tenant's operations, and shall promptly respond to Lessor's complaints, requests for

information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees, and Tenant shall control the conduct, demeanor, and appearance of Tenant's employees and Tenant's Associates to prevent them from doing so. If Lessor, the City of Umatilla, or Lake County, or the State of Florida, for good and sufficient cause, deems any of Tenant's employees or Tenant's associates to be objectionable, Tenant shall take all steps necessary to remove such persons from the Airport. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties. If Lessor determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by Lessor or other agency in charge and shall operate in a manner that protects safety and the interests of the public. Lessor may, but is not obligated to, stop Tenant's operations if safety laws and regulations or other safe work practices are not being observed. Tenant shall participate in and cooperate with the lawful, reasonable, and nondiscriminatory safety, security, and operations programs implemented by Lessor and generally applicable to hangar occupants, including, but not limited to, programs addressing common areas; services provided for use by multiple tenants; programs to implement cost efficiencies and economies of scale; and security-related measures.

V. LESSOR'S AUTHORITY

- A. Nature of Lessor.** Lessor is a governmental entity and the proprietor of the Airport, and Lessor has all lawful rights, powers, and privileges to act in those capacities.
- B. Access to Premises.** Lessor for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("Lessor's Associates") reserves the right to enter the Premises as provided in this Section, and the same does not constitute a trespass upon the Premises or a violation of any rights. Lessor and Lessor's Associates shall have the right to enter the Premises (except the interior of any building) at any time and without prior notice. Lessor and Lessor's Associates shall have the right to enter the interior of any building on the Premises at any time and without prior notice for any purpose relating to any emergency, security, or safety concern, or to investigate or remediate potential threats or hazards. Lessor and Lessor's Associates shall have right to enter the interior of any building on the Premises for any other purpose relating to the Airport (including, but not limited to, in order to conduct any inspections, determine compliance with this Agreement, and conduct Airport work) upon providing reasonable notice to Tenant. Tenant agrees that Lessor may discuss with Tenant's employees any matters pertinent to Tenant's use, occupancy, or operations at the Premises and the Airport.
- C. Lessor's Right to Work Within, Alter, or Recover Premises.** Lessor has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that Lessor (in its sole discretion) determines to be in Lessor's best interests, including, but not limited to, within the Premises. Lessor has the right to recover all or any portion of the Premises from Tenant in connection with any such work as Lessor may determine in its sole discretion. If Lessor determines to recover all or any portion of the Premises, Lessor shall provide Tenant with

ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is not tenantable in light of the purposes of this Agreement (as determined by Lessor in its sole discretion), Lessor, in its sole discretion, shall either:

- i. Purchase the Tenant-owned improvements on the Premises and terminate this Agreement for convenience. In connection with any such purchase and termination, Lessor shall pay only the following amount: the remaining value of such Tenant-owned improvements (so long as such improvements are not in breach of this Agreement), which shall be determined as provided in this Agreement. This Agreement shall terminate at the time specified by Lessor in writing. OR:
- ii. Relocate such Tenant-owned improvements to another location on the Airport that is determined by Lessor. In connection with any such relocation, Lessor shall pay the reasonable costs to relocate such improvements (so long as they are not in breach of this Agreement), and the parties agree that they shall amend this Agreement to substitute such new location as the Premises herein.
- iii. Nothing under this Section shall be construed to waive Lessor's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

VI. LIABILITY AND INSURANCE

A. **Indemnity by Tenant.** Tenant agrees to indemnify, hold harmless, and defend Lessor and its officers, agents, and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (ii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to Lessor in carrying out this obligation. The obligation stated in this Section shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. **Waiver of Liability and Assumption of Risk.** Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against Lessor and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. **Insurance.** At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times

when this Agreement is in effect in compliance with and subject to Lessor's insurance requirements as they exist from time to time.

i. **Aviation Liability with Additional Coverage.** Aviation liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than two million dollars (\$2,000,000) per occurrence, including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in this Agreement. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. **Property.** All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the improvements constructed on the Premises. Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. **Automobile.** If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (e.g. Aircraft Movement Area), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. **Pollution.** Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with Lessor's self-fueling requirements, including, but not limited to, any pollution legal liability insurance requirements.

v. **Aircraft.** Tenant is responsible for any damage or loss to its Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. **Business Interruption.** Tenant is responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

VII. HAZARDOUS MATERIALS

A. **No Violation of Environmental Laws.** Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any hazardous material by Tenant or Tenant's Associates at the Airport, Tenant shall provide Lessor with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable laws and regulations. If Lessor has reasonable cause to believe that any such release or threat of release has occurred, Lessor may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to Lessor) to show that Tenant is complying with applicable environmental laws. Lessor may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as Lessor determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any environmental laws at the Airport (whether due to the release of a hazardous material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable environmental laws; (ii) submit to Lessor a written remediation plan, and Lessor reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with Lessor and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to Lessor copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations upon Termination. Upon any expiration or termination of this Agreement, or upon any change in possession of the Premises as authorized by Lessor, Tenant shall demonstrate to Lessor's reasonable satisfaction that Tenant has removed any hazardous materials and is in compliance with all applicable environmental laws and regulations. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the premises.

VIII. ASSIGNMENT AND SUBLEASING

A. Assignment by Tenant; Lessor's Option to Repurchase.

- a. Tenant may not assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, unless it has first provided Lessor with written notice of its intent to assign such rights (the "Notice of Assignment"). Upon the receipt of the notice, Lessor shall have 45 days to obtain an appraisal of the value of the leasehold interest hereunder and improvements thereon (the "Appraisal Amount") and provide notice to the Tenant that it intends to terminate the tenancy under this Agreement and acquire the improvements by paying the Appraisal Amount. If Lessor does not provide written notice of its intent to terminate the tenancy hereunder and acquire the improvements, or provides written notice that it has waived its right to do so, Tenant shall have 6 months to assign such rights pursuant to the provisions of subparagraph (b) below. After 6 months, any proposed assignment shall be prohibited unless the Tenant again complies with the provisions of this subparagraph (a). If Lessor does provide notice of its intent to terminate the tenancy hereunder and acquire the

improvements, then the closing shall occur within a reasonable time and the Tenant shall surrender the premises as hereinafter provided upon receipt of the Appraisal Amount in cash.

- b. Subject to the restrictions in subparagraph (a), Tenant may assign any of its rights under this Agreement, including, but not limited to, rights in any improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), or delegate any performance under this Agreement, only with the prior written consent of Lessor to any of the same. Lessor shall not unreasonably withhold such consent, and as a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by Lessor. Regardless of Lessor's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this Section is void.

B. Assignment by Lessor. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Tenant agrees that Tenant shall perform its obligations under this Agreement in favor of such assignee.

C. Sublease. Upon obtaining Lessor's prior written consent, which Lessor may provide or withhold in Lessor's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required

by Lessor. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to Lessor hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to Lessor if Tenant ceases to be a party to this Agreement. Lessor shall have the right to approve any sublease in Lessor's sole discretion, and Tenant shall provide to Lessor a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

IX. DAMAGE, DESTRUCTION, AND CONDEMNATION

A. Damage or Destruction of Premises. If any portion of the Premises or the improvements on the Premises is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by Lessor as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If Lessor performs such work, insurance proceeds shall be paid to Lessor. If the Premises or any improvement on the Premises are tenantable despite

such damage, Tenant shall not receive any abatement of Tenant's rent obligations. Tenant shall not receive any abatement of Tenant's rent obligations.

- B. Condemnation.** In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than Lessor), all compensation from such proceeding shall be paid to Lessor, except that Tenant may pursue a claim against the condemnor for the value of the improvements on the Premises that are owned by Tenant and Tenant's leasehold interest, and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, Lessor shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If Lessor determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenable as a result of such taking, Lessor may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

X. DEFAULT

A. Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement unless cured within thirty (30) days following written notice of such violation from lessor: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing any improvements that are required to be constructed under this Agreement.

B. Remedies. Upon any default by Tenant under this Agreement, Lessor may (at any time) pursue any or all remedies available to Lessor, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to Lessor all costs incurred by Lessor for such performance, together with interest and service fees for any past due amounts and an administrative charge equal to ten percent (10%) of the cost incurred by Lessor (which the parties agree is a reasonable estimate of and liquidated damages for Lessor's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay Lessor on demand for any deficiency in the same. No action by

Lessor or Lessor's Associates shall be construed as an election by Lessor to terminate this Agreement or accept any surrender of the Premises unless Lessor provides Tenant with a written notice expressly stating that Lessor has terminated this Agreement or accepted a surrender of the Premises.

C. **Default by Lessor.** Lessor shall not be in default under this Agreement unless Lessor fails to perform an obligation required of Lessor under this Agreement within thirty (30) days after written notice by Tenant to Lessor. If the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance or cure, Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

XI. EXPIRATION OR TERMINATION OF AGREEMENT

A. Disposition of Tenant's Improvements.

i. **Disposition If Agreement Terminates Due to Default.** If this Agreement terminates before the Expiration Date due to Tenant's default, within ninety (90) days after such termination Lessor, in its sole discretion, may determine to accept title to all or any portion of the Tenant-owned improvements on the Premises. Upon Lessor accepting any such title, all of Tenant's rights, title, and interests in the same shall be terminated and title thereto shall vest in Lessor automatically. Tenant shall surrender such improvements and the Premises upon termination of the Agreement. If Lessor rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days of such rejection or expiration) remove all improvements that were not accepted by Lessor at Tenant's sole expense in a manner acceptable to Lessor. If Tenant fails to remove any such improvements, Lessor may do so in any manner acceptable to Lessor.

ii. **Disposition Upon Expiration.** If this Agreement expires at or after the Expiration Date, Tenant agrees that Lessor shall have (and hereby grants to Lessor) the option to assume ownership all or any of the Tenant-owned improvements on the Premises and, if such option is exercised the transfer of assets shall be self-executing provided that Tenant agrees to cooperate in the execution and delivery of any instrument necessary to perfect title in the Lessor. If Lessor does not exercise such option to assume ownership of the improvements (or if when exercising such option Lessor does not acquire a Tenant-owned hangar), Tenant may either: (a) transfer its interests in the improvements owned by Tenant to a party who, prior to the Expiration Date, has been accepted by Lessor, in its sole discretion, and has entered an agreement for the Premises that is acceptable to Lessor; or (b) Tenant shall surrender the Premises and, within sixty (60) days after the Expiration Date, shall remove all improvements owned by Tenant. If Tenant fails to perform either such alternative, Lessor shall have the rights as set forth above for termination of agreement due to Tenant's default.

B. **Surrender of Premises.** Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to Lessor the Premises (and any

improvements accepted by Lessor) "broom clean," free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport (other than that which resulted from ordinary wear and tear during the term of the lease) that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to Lessor all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as in this Agreement; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by Lessor, (except that Tenant must obtain Lessor's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to, and without any obligation to account to, Tenant or any other person (except that improvements owned by Tenant shall be as provided in Section A above) Tenant shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until Lessor has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

- C. Holding Over.** If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and Lessor may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the improvements at fair market value based on Lessor's survey of rent for similarly situated facilities at the Airport and at other similar airports (which Lessor shall determine in its sole discretion).

XII. MISCELLANEOUS PROVISIONS

- A. Notices.** Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to Lessor:

City of Umatilla
Attn: Airport Manager
P.O. Box 2286
Umatilla, FL 32784

With required, simultaneous copy to:

Kevin Stone, City Attorney Stone
& Gerken, P.A.
4850 N. Hwy 19A Mount
Dora, FL 32757

If to Tenant:

Lucas Air Hangar, LLC
Attn: Cameron Lucas
39623 County Road 439 Umatilla,
FL 32784

With required, simultaneous copy to:

Zachary Broome, Esq.
Bowen & Schroth, P.A.
600 Jennings Ave
Eustis, FL 32726

Either Lessor or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

B. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

C. Nondiscrimination. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended. Tenant further agrees that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no

person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

- D. Force Majeure.** No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.
- E. Governing Law, Venue, and Waiver of Jury Trial.** This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State of Florida and venue shall be in Lake County. LANDLORD AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES. This Lease shall be governed, construed, performed, and enforced in accordance with the Laws of the State.
- F. Attorney's Fees.** If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorney's fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by Lessor in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section shall survive any expiration or termination of this Agreement.
- G. Amendments.** No amendment to this Agreement shall be binding on Lessor or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

- H. Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- I. Confidentiality and Sunshine.** Tenant acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.
- J. Relationship of Parties.** This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- K. Provisions Are Binding Upon Successors and Assigns.** It is mutually covenanted, understood, and agreed by and between the parties hereto, that each of the provisions of this Lease shall apply to, extend to, be binding upon, and inure to the benefit or detriment of not only the parties hereto, but also the legal representatives, successors, and assigns of Lessor and Tenant hereto, and shall be deemed and treated as covenants running with the Premises during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the legal representatives, successors, and assigns of said party, the same as if in each case expressed.

(Signature Page to Follow)

In Witness Whereof, the parties have signed and sealed this Agreement as of the day and year first above-written.

SIGNED SEALED AND DELIVERED

IN THE PRESENCE OF:

TENANT

LUCAS AIR HANGAR, LLC

Aubrey A Lucas
Signature of First Witness

Aubrey A Lucas
Print or Type Name of First Witness

M Lambert
Signature of Second Witness

Misti Lambert
Print or Type Name of Second Witness

Cameron Lucas MGR
By: Cameron Lucas, Manager

Cameron Lucas MGR

State of Florida

County of Lake

The foregoing Airport Ground Lease was acknowledged before me via ☐ physical presence
☐ online notarization this 20 day of May, 2024, by Cameron Lucas, the
Manager of Lucas Air Hangar, LLC, on behalf of the company, who is/are personally known to
me or has produced FLDL, as identification.



Julie Ayers
Notary Public

My Commission Expires: 7-11-2026

CITY OF UMATILLA, FLORIDA

Scott Blankenship
By: Scott Blankenship, City Manager

Misti Lambert
Signature of First Witness

Misti Lambert
Print or Type Name of First Witness

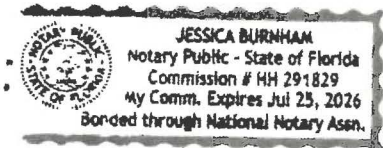
Cameron Packer
Print or Type Name of Second Witness

Cameron
Signature of Second Witness

State of Florida
County of Lake

The foregoing Airport Ground Lease was acknowledged before me via ☒ physical presence [] online notarization this 3 day of April, 2024, by Scott Blankenship, the City Manager of the City of Umatilla, Florida, on behalf of the City, who is/are personally known to me or has produced _____, as identification.

Jessica Burnham
Notary Public
My Commission Expires:





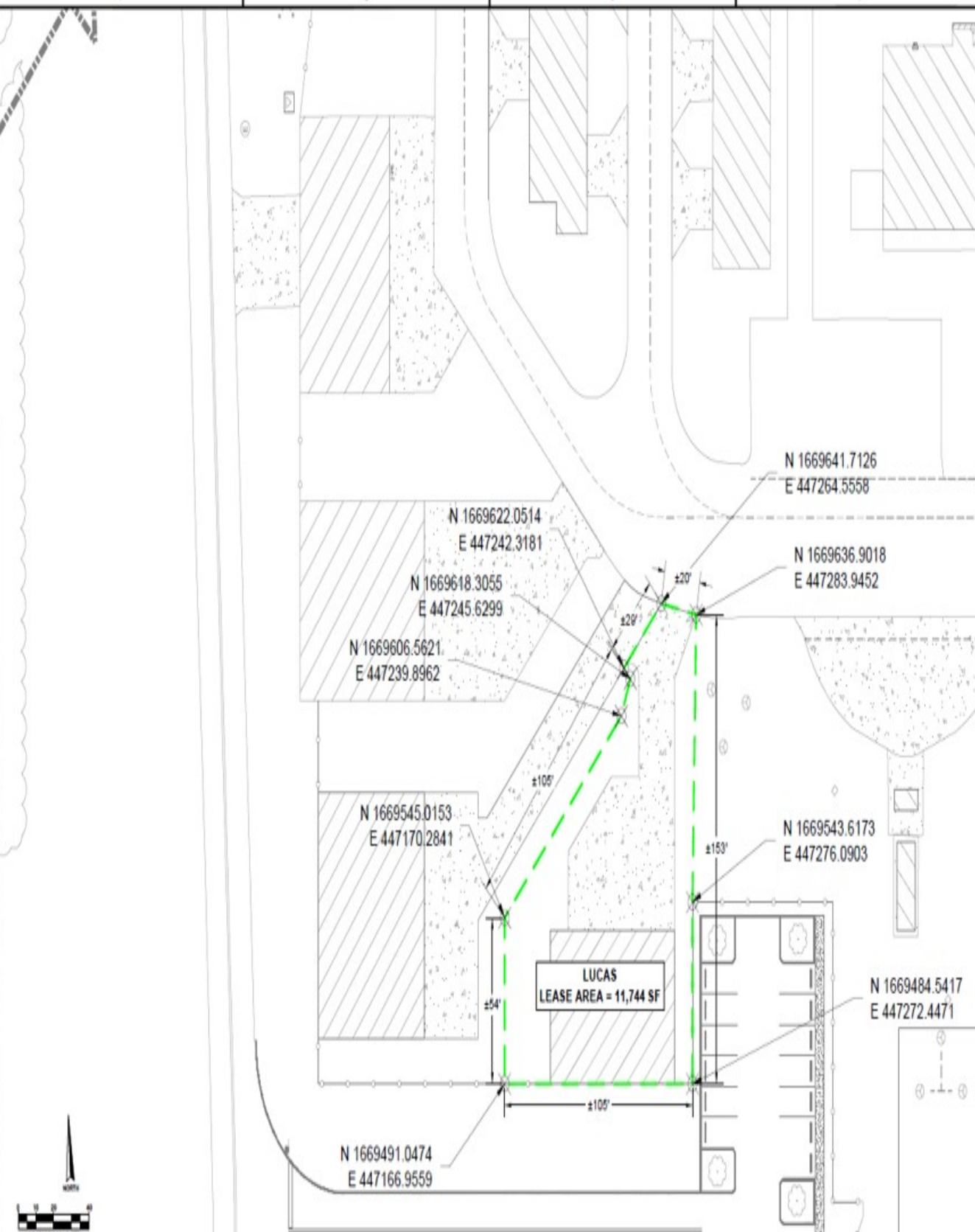
AVCON, INC.
ENGINEERS & PLANNERS
808 E. MICHAEL ST., SUITE 100, ORLANDO, FL 32817
PHONE: 407.261.1100 FAX: 407.261.1101
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 007
000000000000000000000000

X23 LEASE BOUNDARY EXHIBIT - LUCAS

AIRCRAFT STORAGE HANGAR LEASES
UMATILLA MUNICIPAL AIRPORT
LAKE COUNTY, FLORIDA

LEASE AREA TOTAL IS
ROUNDED TO THE NEAREST
FOOT. OFFICIAL AREAS ARE
MEASURED ELECTRONICALLY
USING COMPUTER-AIDED
DRAFTING SOFTWARE
(AUTOCAD). DIMENSIONS
SHOWN ARE APPROXIMATE.
ACTUAL LEASE CORNERS
SHALL BE LOCATED IN THE
FIELD BY A LICENSED LAND
SURVEYOR TO BE VALID.

EXHIBIT



RESOLUTION 2025-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, WAIVING THE CITY'S 45-DAY OPTION TO PURCHASE THE BULK HANGAR LOCATED AT AIRPORT HANGAR SITE LEASED TO LUCAS AIR HANGAR, LLC; FROM CAMERON LUCAS; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Umatilla, Florida (the "City" or "Lessor"), a municipal corporation, entered into an Airport Ground Lease Agreement (the "Agreement") with Lucas Air Hangar, LLC, a Florida limited liability company ("Tenant"), dated **May 20, 2024** leasing to Tenant a hangar site located at the City of Umatilla Municipal Airport (the "Premises"); and

WHEREAS, under the terms of the Agreement, the City holds a 45-day option to purchase the leasehold interest and any improvements made by Tenant on the Premises upon receipt of Tenant's notice of assignment of its rights; and

WHEREAS, Tenant, Lucas Air Hangar, LLC, has identified a prospective buyer for its leasehold interest and has notified the City of its intent to assign such rights; and

WHEREAS, the City has determined that it is not in the City's best interest to exercise its 45-day option to purchase under the Agreement; and

WHEREAS, the City desires to waive its 45-day option to purchase the leasehold interest and improvements in order to allow the Tenant to proceed with the assignment without further delay;

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

Section 1. The recitals set forth above are true and correct and incorporated herein by reference.

Section 2. The City Council hereby waives the City's 45-day option to purchase the leasehold interest and improvements under the Airport Ground Lease Agreement dated **May 20, 2024** with Lucas Air Hangar, LLC.

Section 3. The City Manager is authorized and directed to take all necessary actions to implement this waiver and to notify Lucas Air Hangar, LLC and all relevant parties of this decision.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 17th day of June, 2025, by the City Council of the City of Umatilla, Florida.

CITY OF UMATILLA, FLORIDA

Christopher R. Creech, Mayor

ATTEST:

Jessica Burnham, City Clerk

Approved as to Form:

Kevin Stone, City Attorney



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: June 4, 2025

MEETING DATE: June 17, 2025

SUBJECT: Lake County Water Authority CRA Funding Discussion

BACKGROUND SUMMARY:

On May 20, 2025, the City received a letter from Jimmy D. Crawford, attorney for the Lake County Water Authority, addressing the Authority's legal position that it is not obligated, and in fact is prohibited, from remitting any CRA tax increment revenues collected from its ad valorem assessments to the City's Community Redevelopment Agencies (CRAs).

Key points from the letter include:

- The Authority's sole taxing power is ad valorem taxation as authorized under Chapter 24, Lake County Code, and Chapter 29222, Laws of Florida (1953).
- Citing **Section 163.387(2)(c)2, Florida Statutes**, the Authority asserts that taxing authorities whose sole source of tax revenue is ad valorem taxes in place at the time of CRA adoption are exempt from CRA increment contributions.
- The Authority further relies on the 1982 appellate case **City of Gainesville v. St. Johns River Water Management District**, in which the court held that CRA tax increment remittances were unconstitutional where there was no direct correlation between the redevelopment plan and the taxing district's statutory purpose.
- The Authority maintains that it is legally prohibited from transferring tax increment funds unless the CRA's redevelopment plan directly supports the Authority's statutory functions.

RECOMMENDATIONS:

1. Review the legal claims presented in the correspondence.
2. Consider scheduling a workshop or legal briefing if the Council seeks to dispute or further examine the Authority's legal basis.
3. Transmit a formal acknowledgment or response, as appropriate, following legal review

FISCAL IMPACTS:

In excess of \$22,389 annually

ATTACHMENTS:

1. Letter from LCWA Attorneys dated May 19, 2025
 2. Chapter 24, Lake County, FL Code of Ordinances
-



Mr. Jimmy D. Crawford, Esq.
Ms. Stephanie M. Modica, Esq.
Ms. Lindsay C. T. Holt, Esq.
Ms. Freya L. McLain, Esq.
Mr. Matthew D. Black, Esq.
Ms. Amanda Boggus, Esq.
Mr. James Vincent Modica IV, Esq.
Ms. Sara J. Burton, Esq.

May 19, 2025

Mayor Chris Creech, Chairman
Community Redevelopment Agency of the City of Umatilla
P.O. Box 2286
Umatilla, Florida 32784

Delivery by U.S. Mail and electronically to CCreech@umatillafl.org

RE: Lake County Water Authority
Special District Liability for CRA Property Tax Assessments

Dear Chairman Creech:

Our office represents the Lake County Water Authority ("Authority"). It has come to our attention that in the past the Authority has been assessed and has remitted to the Community Redevelopment Agency of the City of Umatilla ("CRA") increment tax on property within the CRA upon which the Authority collects its property tax millage. This letter is to inform you that the Authority is not obligated or allowed to pay such assessment, unless the collected taxes are used directly for the purposes of the Authority as set out in HB 1105 (2023) and Chapter 24, Lake County Code. A copy of the current Chapter 24 is attached hereto for your convenience. The purposes of the Authority are set out in Section 24-2, and limitations on the Authority's taxing powers are included in Section 24-13.

Also attached is a copy of the *City of Gainesville v. St. Johns River Water Management District*, 408 So. 2d 1067 (Fla. 5th DCA 1982), which held that the St. Johns River Water Management District could not constitutionally remit CRA taxes to the City of Gainesville CRA, because the CRA Redevelopment Plan had no direct correlation to the purposes of the district.

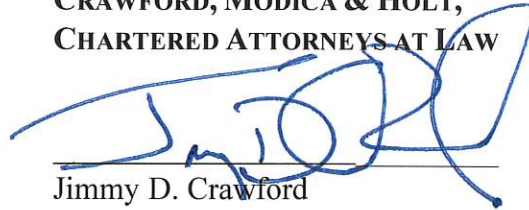
Further, Section 163.387(2)(c)2, Florida Statutes, specifically exempts any taxing authority which existed on the date the CRA is adopted if the taxing authority's sole source of tax revenue is ad valorem taxes. The Authority's sole source of taxing revenue is ad valorem taxes, as described in Chapter 24, Lake County Code, and the Authority was granted such authority at its inception in 1953. Copies of Section 163.387, F.S. and Chapter 29222, Laws of Florida (1953) are attached for your convenience. The Florida Legislature first authorized CRA formation in 1969, sixteen years after granting the Authority ad valorem taxing power, therefore the Authority is exempted from CRA contributions by Section 163.387(2)(c)2, Florida Statutes.

Mayor Chris Creech, Chairman
Community Redevelopment Agency of the City of Umatilla
May 19, 2025
Page 2 of 2

In summary, pursuant to Florida Constitution Article VII, Section 9(a), Chapter 24, Lake County Code, Section 163.387(2)(c)2, Florida Statutes, and *City of Gainesville v. St. Johns River Water Management District*, the Authority is prohibited from remitting to the Community Redevelopment Agency of the City of Umatilla the assessment millage the Authority collects within the CRA, because "... [t]he city's development plan has not been shown to have any relation to [the Authority's] ... purposes or concerns." *City of Gainesville* at 1068.

Thank you for your attention to this very important matter.

**CRAWFORD, MODICA & HOLT,
CHARTERED ATTORNEYS AT LAW**



Jimmy D. Crawford
FL Bar No. 38441
380 W. Alfred Street
Tavares, FL 32778
Telephone: 352-432-8644
Lake County Water Authority Attorney

Attachments

c via email:

CRA Administrator – Scott Blankenship
Lake County Commissioner - Anthony Sabatini – District 1
Vice-Chair, Lake County - Commission - Sean Parks – District 2
Lake County Commissioner - Kirby Smith – District 3
Chair, Lake County Commission – Leslie Campione – District 4
Lake County Commissioner – Timothy Morris – District 5
Lake County Manager - Jennifer Barker
Lake County Attorney - Melanie Marsh
Lake County Property Appraiser - Mark Jordan
Lake County Tax Collector - David Jordan
City/CRA Attorney – Kevin Stone
LCWA Board Member - Gavin Rollins – District 1
LCWA Board Member - Joseph Bonjorn – District 2
LCWA Vice Chair - Kristan "Birdie" Zenishek – District 3
LCWA Chairman - Robert "Butch" Hendrick – District 4
LCWA Board Member - Jonathan Germeroth – District 5
LCWA Executive Director - Bobby Bonilla

Chapter 24 - Lake County Water Authority

Footnotes:

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Editor's note— Ord. No. 2022-37, § 2, amended Ch. 24 and in doing so changed the title of said chapter from "Lake County Water District" to "Lake County Water Authority," as set out herein.

Sec. 24-1. - House Bill 1105 (2022).

Pursuant to Section 3 of House Bill 1105 (2022), upon becoming law, Chapter 2005-314, laws of Florida, as amended by Chapter 2017-218, laws of Florida, and as amended by House Bill 1105, shall become a separate chapter of the Lake County Codification, and shall be subject to revision, amendment, or repeal by the Board of County Commissioners of Lake County.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-38, § 2, 9-13-22)

Sec. 24-2. - Purpose.

For the purposes of controlling and conserving the freshwater resources of Lake County; fostering improvements to streams, lakes, and canals in the county; improving the fish and aquatic wildlife of the county by improving the streams, lakes, and canals in the county; and protecting the freshwater resources of Lake County through assisting local governments in treating of stormwater runoff, notwithstanding any other law to the contrary, there is created and incorporated a dependent special taxing district extending territorially throughout the present limits of Lake County, Florida. The district shall be known and designated as the "Lake County Water Authority," but shall hereafter in this act, for convenience, be referred to as "the authority."

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22)

Sec. 24-3. - Territorial limits.

The territorial limits of the authority shall be coterminous with the boundaries of Lake County.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22)

Sec. 24-4. - County purpose.

Each of the purposes for which the authority is created is declared to be a county purpose, for the accomplishment of which taxes upon all real and personal property within the territorial limits of the authority are by this act authorized to be levied, assessed, and collected.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22)

Sec. 24-5. - Governing board; officers.

- (a) A governing body for the authority is created, consisting of five members who are residents of Lake County, which body shall be known and designated as the "Board of Advisors of the Lake County Water Authority," but which shall be referred to as "the board." The Board of County Commissioners of Lake County shall appoint each member of the board. The members must each reside in a separate geographic area identical to a county commission district; provided, however, that the Board of County Commissioners may make appointments without regard to district residency in order to fill all open positions with the most qualified individuals.
- (b) Members shall serve for a term of four years; however, for the purposes of providing staggered terms, the initial appointment of members representing districts 2 and 4 shall be for a term of four (4) years and members representing districts 1, 3, and 5 shall be for a term of two (2) years. A person may not be appointed to more than two consecutive four-year (4) terms. At the first meeting in December of each year the board shall select one of their number as chair and one as vice chair of the board.
- (c) Each member of the board shall complete four (4) hours of ethics training each calendar year which addresses, at a minimum, Section 8, Article II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meeting laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation if the required subjects are covered. A certificate of completion shall be provided to the County Attorney no later than December 31st each year.
- (d) The Clerk of the Circuit Court of Lake County shall act as secretary and treasurer of the board without any additional compensation. In the event the provision pertaining to the duties of the Clerk of the Circuit Court is for any reason held to be invalid, the board may select one of its members to serve as its secretary and treasurer, or it may appoint a nonmember of the board as its secretary and treasurer, and such nonmember shall receive compensation commensurate with the responsibilities as determined by the board.
- (e) The board may select a nonmember to serve as executive director of the board, and such nonmember shall receive compensation commensurate with the responsibilities as determined by the board.
- (f) The board shall require a surety bond of any person, including the Clerk of the Circuit Court, who shall act as secretary and treasurer of the board. The amount of the surety bond will be determined by the board. This bond shall be in addition to any bond furnished by such person as Clerk of the Circuit Court or as a member of the board. The premium of the bond shall be paid by the board as a necessary expense of operation.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22; Ord. No. 2022-38, § 3, 9-13-22; Ord. No. 2023-10, § 3, 1-24-23)

Editor's note— Ord. No. 2022-37, § 2, amended § 24-5 and in doing so changed the title of said section from "Governing board; surety" to "Governing board; officers," as set out herein.

Sec. 24-6. - Surety bond.

Each member of the board, before assuming his or her duties, shall give a good and sufficient surety bond in the sum of \$2,500 payable to the Governor of the State of Florida and his or her successors in office, conditioned upon the faithful performance of his or her duties as a member of the board. Such bond must be approved by and filed with the Chief Financial Officer of the State of Florida, and the premium or premiums for such bond shall be paid by the board as a necessary expense.

(Ord. No. 2022-31, § 2, 7-12-22)

Sec. 24-7. - Quorum; majority vote; entitlement to vote.

Three (3) members of the board shall constitute a quorum for the transaction of business. A majority vote of all members present shall be necessary in order to authorize any action by the board. The chair shall be entitled to vote on all questions.

(Ord. No. 2022-31, § 2, 7-12-22)

Sec. 24-8. - Board stipend.

Beginning October 1, 2023, each member shall receive a stipend for services performed on behalf of the Lake County Water Authority in the amount set forth in the approved budget, divided into twelve (12) monthly payments. Retroactive to October 1, 2022, each member shall receive \$1,000 per month as a stipend through September 30, 2023, for a total stipend of \$12,000, paid monthly; provided, however, that the retroactive amounts will be paid in a lump sum with the next monthly payment after the effective date of this amendment. Beginning June 2023, each member shall maintain an activity log of meetings, events, or activities they participate in on behalf of the Lake County Water Authority. Member activity logs shall be remitted to the County Manager or designee at the end of each month.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2023-38, § 2, 6-13-23)

Sec. 24-9. - Expenses.

Each member of the board and its engineers, auditors, attorneys, agents, and employees shall be paid their actual expenses incurred when engaged on business of the authority, but such expenses shall not be paid unless payment has been authorized and approved. The board may authorize and approve the

payment of any expense, or it may delegate to the executive director the power to authorize such payment as long as, at the time it makes the delegation, it approves parameters, including, but not limited to, parameters on the amount that may be expended, within which the executive director may exercise that power. A separate delegation must be made with respect to any expenditure or class of expenditures.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22)

Sec. 24-10. - Powers of authority.

- (a) The authority has all the powers of a body corporate, including, but not limited to, the power to sue and be sued; to make contracts; to adopt and use a common seal and to alter the same as deemed expedient; to buy, acquire, sell, own, use, control, operate, improve, and lease all land and personal property as the authority deems necessary or proper in carrying out the provisions of this act so long as any real property conveyance or application to annex into a municipality is approved by the Lake County Board of County Commissioners prior to said conveyance taking place or application for annexation being submitted; to appoint and employ, and dismiss at pleasure, such engineers, auditors, attorneys, and other employees and agents as the authority may require, and to fix and pay the compensation thereof; to establish an office for the transaction of its business in Lake County and to pay all necessary costs and expenses directly required for the administration and operation thereof including costs associated with the protection of assets under the control or ownership of the authority; and to pay only those costs and expenses directly required to carry out and accomplish the express purposes of this act.
- (b) The authority may acquire by purchase, gift, lease, or in any other manner other than condemnation or eminent domain, such lands within the territorial extent of the authority as are reasonably necessary for constructing and maintaining the works and making the improvements required to carry out the intent of this act, including the right to acquire such lands and any interest therein reasonably necessary for any such purpose which may already be devoted to public use for county, municipal, authority, railroad, or public utility purposes where and to the extent that the same may cross, intersect, or be situate upon or within the area of such land hereinbefore referred to. The authority shall also have the right to acquire by purchase, gift, lease, or in any other manner other than condemnation or eminent domain, land, timber, earth, rock, and other materials or property, and property rights, including riparian rights, in such amounts as are reasonably necessary or useful in the development of the works or improvements before referred to. The authority may sell or otherwise reasonably dispose of property deemed by the authority as no longer useful to its purpose or authority works so long as any real property conveyance is approved by the Lake County Board of County Commissioners prior to said conveyance taking place. Properties owned by the authority located in the unincorporated county shall not be subject to a petition for annexation unless approved by the Lake County Board of County Commissioners prior to submittal to the municipality.

- (c) In addition to all other powers conferred upon the authority by this act, the authority may enlarge, change, modify, or improve any stream, lake, or canal within the territorial limits of the authority and may clean out, straighten, enlarge, or change the course of any waterway or canal, natural or artificial, within the territorial limits of the authority; may provide such canals, locks, levees, dikes, dams, sluiceways, reservoirs, holding basins, floodways, pumping stations, buildings, bridges, highways, and other works and facilities that the authority deems necessary; may cross any highway or railway with works of the authority and hold, control, and acquire by donation, lease, purchase, or in any other manner other than condemnation or eminent domain any land or personal property needed for carrying out the purpose of this act and may remove any building or other obstruction necessary for the construction, maintenance, and operation of such works. The improvements made, or to be made under this act, are sometimes referred to in this act as "the works" of the authority. The authority shall also have power to operate any and all works and improvements of the authority. The provisions of this section are subject to all laws and regulations of the United States of America with respect to navigable waters.
- (d) The authority shall control all streams, including slow-moving streams, flowing from any of the water reservoirs in Lake County, whether natural or constructed, into the system of lakes and streams in or adjacent to Lake County for the protection of the natural water reservoirs and the adjacent and neighboring areas.
- (e) The authority may attempt, when technically, environmentally, and economically feasible, to remove significant hazards to navigation and blockages from the major public waterways of Lake County, whenever those hazards and blockages substantially affect public navigation on large lakes and their connecting streams and canals. Generally, such work shall be limited to streams, lakes, and canals that have legal authorized access by the general public.
- (f) The authority may do any and all things hereinafter authorized or required to be done; and may do any and all things, whether or not included in the powers enumerated in this act, necessary to accomplish the purposes of this act.
- (g) The authority may enter into any agreement or contract with the Federal Government or the state, or any agency, political subdivision, or instrumentality of either; and counties adjoining Lake County; and municipalities and taxing districts in Lake County and in counties adjoining Lake County for the purposes of this act.
- (h) The authority may recommend, by resolution to the Board of County Commissioners of Lake County or the governing body of a municipality in the county, the acquisition of private property using the power of eminent domain. Such recommendation shall specify the purpose under this act for which such acquisition is necessary. Within 90 days after receipt of such a recommendation, the county or municipality shall formally respond to such recommendation with its approval, disapproval, or a proposed modification. The authority and the county or municipality shall cooperate in the public interest. If the county or the municipality ultimately

proceeds with the authority's recommended acquisition, the implementation of the purpose of this act for which the authority made the recommendation may be addressed through an interlocal agreement between the authority and the county or municipality.

- (i) The board may promote the authority's purpose and works through board resolutions, press releases, electronic communications, and attendance at public events sponsored by other entities, but otherwise may not expend public funds to promote recreation and tourism in the county, including, but not limited to, hosting events, advertising, or marketing.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22; Ord. No. 2022-52, § 2, 11-15-22; Ord. No. 2023-38, § 3, 6-13-23)

Editor's note— Ord. No. 2022-37, § 2, amended § 24-10 and in doing so changed the title of said section from "Powers of district" to "Powers of authority," as set out herein.

Sec. 24-11. - Receipt or use of property.

Lake County and all municipalities, districts, political bodies, and political subdivisions of the state in Lake County are severally authorized to grant, convey, or transfer to, and permit the use of by, the authority upon such terms and conditions as are agreeable to the governing bodies thereof real and personal property belonging to them which is necessary or useful to the authority in carrying out the purposes of this act.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22)

Sec. 24-12. - Authority funds; warrants.

All authority funds shall be deposited in a bank or banks or federal or state savings and loan association to be designated by the board, but before any authority moneys are deposited in such depository or depositories, security shall be furnished to the authority ample to protect such deposits to the full extent and amount that such deposits are not otherwise protected or insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. Funds of the authority shall be paid out only upon warrant signed by the treasurer of the authority and countersigned by the chair or vice chair. No warrants shall be drawn or issued disbursing any of the funds of the authority except for a purpose authorized by this act and only when the account or expenditure for which the same is to be given in payment has been audited and approved by the board.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22)

Editor's note— Ord. No. 2022-37, § 2, amended § 24-12 and in doing so changed the title of said section from "District funds; warrants" to "Authority funds; warrants," as set out herein.

Sec. 24-13. - Budget; millage levied; procedure.

- (a) The authority shall determine, annually on or before October 1, by resolution the amount of money that will be required to carry out the purposes of this act for the next ensuing fiscal year (which fiscal year shall be the same as that of Lake County) and the millage, which shall not exceed one-half of one mill, that will be required to be levied to produce the amount of money set forth in the resolution; however, the determination of the amount of money to be raised and the millage to be levied may be delayed until the board receives the necessary information. The authority shall allocate no more than 3.5 percent of its annual ad valorem budget for educational programs to educate and teach the public about water issues. Beginning at the first regular meeting of July 2023 and each subsequent first regular meeting of July thereafter, the proposed budget and millage shall be presented by the authority during the regular agenda of the Board of County Commissioners so that the Board can consider, and approve, modify, or reject the proposed budget and millage. If the proposed budget and millage is modified or rejected, the Board of County Commissioners of Lake County shall determine the budget and millage and shall notify the authority of the new millage calculation. The authority will use the approved millage calculation throughout the remainder of the budget process and shall provide the Board of County Commissioners with a certified resolution confirming the millage rate approved by the Board of County Commissioners in July. Beginning with the first regular meeting in September 2023, and each subsequent first regular meeting of September thereafter, the authority shall present their tentative budget to the Board of County Commissioners. If approved, the authority shall adopt their final budget no later than September 30.
- (b) The authority shall certify the millage to the Department of Revenue of the State of Florida.
- (c) The property appraiser of the county shall levy and assess, and the county tax collector shall collect, a tax at the millage adopted by the authority and approved by the Board of County Commissioners, upon all of the taxable real and personal property within the authority's boundaries for the year. The levies and assessments shall be included in the tax roll and warrant of the property appraiser for each fiscal year thereafter. The tax collector of the county shall collect such taxes so levied by the authority in lawful money of the United States of America in the same manner and at the same time as county taxes are collected and shall pay and remit the same upon collection to the board.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22; Ord. No. 2022-38, § 4, 9-13-22)

Sec. 24-14. - Collection of taxes; enforcement.

All taxes levied and assessed by the Board of County Commissioners of Lake County for the authority shall be collected and the enforcement thereof shall be at the same time and in the same manner as other county taxes are collected and enforced and when so collected shall be paid over to the board for its use pursuant to this act.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22)

Sec. 24-15. - Borrowing of funds; bond issuance.

- (a) The board may borrow money at such time or times as it deems necessary to carry out the purposes of this act and to execute and deliver its promissory note or notes therefore bearing interest as fixed by the board; however, the board shall not borrow any sum of money or give its promissory note therefore for a period of time longer than 1 year, and the total amount of money borrowed and outstanding may not exceed \$35,000 at any one time.
- (b) The board may issue bonds payable solely from revenues of the authority. The value of all such bonds outstanding at any time may not exceed an amount equal to one-third of the authority's anticipated revenues for the period for which the bonds are outstanding. Revenue bonds may not be issued unless their issuance has been approved by a majority of those electors of the authority voting in a referendum in which the ballot statement describes in detail the purpose for which the bonds will be issued.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22)

Sec. 24-16. - Financial statement.

At least once in each year the board shall publish on the authority's website and in a newspaper of general circulation published in Lake County a complete detailed statement of its financial condition, including a list of all moneys received and disbursed by the board during the preceding year.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22)

Sec. 24-17. - Construction.

It is the intention of the Legislature that the provisions of this act be construed to accomplish its purposes.

(Ord. No. 2022-31, § 2, 7-12-22)

Sec. 24-18. - Plan; annual report.

- (a) The authority shall prepare and publish on the authority's website a plan that describes the authority's goals for the ensuing five (5) years. The plan must include projects that will be undertaken within that period in furtherance of its goals. The authority shall update the plan periodically.
- (b) The authority shall annually prepare and publish on the authority's website a report that annually includes an evaluation and assessment of the effectiveness of the authority's activities in the preceding year. The report must address both ongoing activities of the authority and the

progress in meeting goals and projects enumerated in the 5-year plan. The report shall be submitted to the Legislature, the St. Johns River Water Management District, and the Lake County Board of County Commissioners.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22)

Sec. 24-19. - Charter amendment; directives.

The authority's charter may be amended only by the Legislature or the Board of County Commissioners of Lake County. Further, by adoption of a resolution, the Board of County Commissioners of Lake County may issue operational and administrative directives to the authority. These directives shall become effective as of the date of adoption of the resolution and shall be carried out by the authority.

(Ord. No. 2022-31, § 2, 7-12-22; Ord. No. 2022-37, § 2, 8-18-22; Ord. No. 2023-10, § 2, 1-24-23)

Editor's note— Ord. No. 2023-10, § 2, adopted Jan. 24, 2023, amended § 24-19 and in doing so changed the title of said section from "Charter amendment" to "Charter amendment; directives," as set out herein.

408 So.2d 1067

District Court of Appeal of Florida, First District.

STATE of Florida ex rel. CITY
OF GAINESVILLE, Petitioner,

v.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT, Respondent.

No. AC-427

|

Jan. 12, 1982.

|

Rehearing Denied Feb. 11, 1982.

Synopsis

City petitioned for a writ of mandamus to compel a water management district to make payments into a community redevelopment trust fund. The District Court of Appeal, Wentworth, J., held that water management district, as special taxing district created for water management purposes, was prohibited from levying taxes for, or making tax appropriations to, city's redevelopment trust fund since water district was created for purpose unrelated to, and not shown to substantially benefit from, the redevelopment fund.

Petition for writ denied.

West Headnotes (2)

[1] **Municipal, County, and Local**

Government 🗝️ For Special Purposes

Special taxing district may not be created with general taxing authority and may be empowered to levy only those taxes bearing substantial relation to special purpose of taxing district. West's F.S.A.Const.Art. 7, § 9(a).

2 Cases that cite this headnote

[2] **Water Law** 🗝️ Tax levies, assessments, and liens

Water management district, as special taxing district created for water management purposes, was prohibited from levying taxes for, or making

tax appropriations to, city's redevelopment trust fund since water district was created for purpose unrelated to, and not shown to substantially benefit from, the redevelopment fund. West's F.S.A. § 163.387; West's F.S.A.Const.Art. 7, § 9(a).

2 Cases that cite this headnote

Attorneys and Law Firms

***1068** David LaCroix, Gainesville, for petitioner.

Herbert Webb, Gainesville, for respondent.

David E. Cardwell, Lakeland, amicus curiae.

Opinion

WENTWORTH, Judge.

This cause is before us on petition for a writ of mandamus by which the state, on behalf of the City of Gainesville, challenges respondent's refusal to make payments into a community redevelopment trust fund. Respondent, the St. Johns River Water Management District, is a special taxing district which, in the circumstances of this case, we conclude, may not be compelled to make the contested redevelopment payments.

The City of Gainesville, pursuant to Chapter 163, Florida Statutes, adopted a community redevelopment plan which includes the revitalization of certain properties within respondent's geographical jurisdiction. The city also established a redevelopment trust fund to which, pursuant to s 163.387, Florida Statutes, affected taxing authorities are required to annually appropriate the ad valorem tax increment resulting from increased property valuation due to the redevelopment project. Respondent has refused to appropriate this increment to the redevelopment trust fund, contending that such an appropriation would exceed the constitutional limit of its taxing authority as a special taxing district.

[1] [2] Article VII, section 9(a), Florida Constitution, allows the legislature to authorize special districts, among other taxing entities, to levy ad valorem and other taxes "for their respective purposes " (e.s.). Florida law has long established that a special taxing district may not be created

with general taxing authority, and may be empowered to levy only those taxes bearing a substantial relation to the special purpose of the taxing district.¹ In the present case the city's development plan has not been shown to have any relation to water management purposes or concerns. We therefore conclude that respondent, as a special taxing district created for water management purposes, is prohibited by article VII, section 9(a), Florida Constitution, from levying taxes for, or making tax appropriations to, the redevelopment trust fund involved in this case.

Petitioner has suggested that the s 163.387, Florida Statutes, ad valorem tax increment *1069 appropriation is merely a measurement formula which does not require the levy or allocation of ad valorem taxes, and which may be financed by funds from other sources. We are not persuaded by this argument, which ignores the financial realities of the tax increment appropriation imposed by s 163.387, and which attempts to accomplish indirectly that which may not constitutionally be done directly. Although  State v. Miami Beach Redevelopment Agency, 392 So.2d 875 (Fla.1981), held that such an appropriation is not necessarily “payable from ad valorem taxation” within the context of article VII, section 12, Florida Constitution, that case did not involve an article VII, section 9 challenge, and the required appropriation was clearly related to the purpose of the taxing entity in the Miami Beach case.

The parties present additional issues with respect to interpretation of the millage restrictions in article VII, section 9(b), Florida Constitution, and as to statutory priority between s 163.387(2)² and the provisions of s 373.503,³ Florida Statutes, which permit taxes by the respondent district solely for purposes related to water management. We find that resolution of these issues is unnecessary because of the primacy of the constitutional restraints in article VII, section 9(a), supra, which prevent enforcement of the literal terms of s 163.387(2) against respondent. We need not rely on either the similar restrictive language of Chapter 373, Florida Statutes, or the more complex terms of article VII, section 9(b), although both provisions appear to be entirely consistent with section 9(a) as above construed.

Since we conclude that the s 163.387 redevelopment ad valorem tax increment appropriation may not be required of the respondent special taxing district, created for a purpose unrelated to and not shown to substantially benefit from community redevelopment, we decline to grant the relief requested. Accordingly, the petition for a writ of mandamus is denied.

SHAW and THOMPSON, JJ., concur.

All Citations

408 So.2d 1067

Footnotes

- 1 Okaloosa County Water and Sewer Dist. v. Hilburn, 160 So.2d 43, 45 (Fla.1964): “We have many times held that taxes raised for the purpose of one governmental unit may not be employed to accomplish the performance of the functions of another....”

Consolidated Land Co. v. Tyler, 101 So. 280, 281 (Fla.1924): “(I)t is within the law-making power of the Legislature ... to impose particular taxes upon property within the district ... when the formation of the district has at least some special or peculiar relation to benefits or advantages to accrue....”

Amos v. Mathews, 126 So. 308, 322 (Fla.1930): “ ‘A particular district or locality cannot lawfully be taxed for the cost of an undertaking which results only in a general public benefit.’ But a single project in some instances may constitute a dual purpose, and therefore may justify a levy of taxes appropriate to the purpose....”

See also, State ex rel. Milton v. Dickenson, 33 So. 514 (Fla.1902); cf.,  Crowder v. Phillips, 1 So.2d 629 (Fla.1941).

2 s 163.387 Redevelopment trust fund.-

(2) Upon the establishment of a redevelopment trust fund as herein provided, each taxing authority except school districts shall annually appropriate to such fund a sum which is no less than the increment of ad valorem tax revenues as defined and determined in paragraphs (1)(a) and (b) accruing to said taxing authority.

3 s 373.503 Manner of taxation.-

(1) It is the finding of the Legislature that the general regulatory and administrative functions of the districts herein authorized are of general benefit to the people of the state and should fully or in part be financed by general appropriations. Further, it is the finding of the Legislature that water resources programs of particular benefit to limited segments of the population should be financed by those most directly benefited. To those ends, this chapter provides for the establishment of permit application fees and a method of ad valorem taxation to finance the activities of the district.

(2)(a) The Legislature declares that the millage authorized for water management purposes by s. 9(b), Art. VII of the State Constitution shall be levied only by the water management districts set forth in this chapter and intends by this section to prevent any laws which would allow other units of government to levy any portion of said millage. However, this does not preclude such units of government from financing and engaging in water management programs if otherwise authorized by law.

(b) Pursuant to s. 11(a)(21), Art. III of the State Constitution, the Legislature hereby prohibits special laws or general laws of local application pertaining to the allocation of any portion of the millage authorized for water management purposes by s. 9(b), Art. VII of the State Constitution to any unit of government other than those districts established by this chapter.

(3) The districts may levy ad valorem taxes on property within the district solely for the purposes of this chapter and of chapter 25270, Laws of Florida, 1949, as amended....

(e.s.) 1980 Supp., as amended s. 6, ch. 80-259, Laws of Florida.



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: June 10, 2025

MEETING DATE: June 17, 2025

SUBJECT: Hurricane Mutual Aid Agreement with the City of Clermont

BACKGROUND SUMMARY:

For the past several years, the City has partnered with Lake County to utilize their FEMA-certified storm debris contractor during hurricane events. The aftermath of Hurricane Helene left Umatilla with significant damage and debris throughout the City. Lake County issued a notice to proceed to their contractor to begin county-wide collection, which included Umatilla.

Unfortunately, Lake County later terminated the hauler's contract and was forced to negotiate a new agreement with a different provider. During this transition—lasting more than six weeks—Umatilla's storm debris remained largely untouched. Despite this, City staff and local contractors worked together to begin initial cleanup efforts in the absence of Lake County's new hauler.

The City of Clermont has since offered Umatilla a hurricane/storm mutual aid agreement in the form of a Memorandum of Understanding (MOU), outlining provisions for both cities to support one another during emergencies.

While this is a non-binding agreement with Clermont, it would be a valuable resource in the event of another significant delay due to Lake County's inability to secure a FEMA-certified contractor in a timely manner.

RECOMMENDATIONS:

Approval to execute MOU.

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Hurricane Mutual Aid Agreement with the City of Clermont
-

MEMORANDUM OF UNDERSTANDING

Between the City of Umatilla, Florida and the City of Clermont, Florida
Regarding Mutual Assistance for Storm Cleanup

This Memorandum of Understanding (MOU) is made and entered into this ___ day of _____, 2025, by and between the City of Umatilla, Florida, a municipal corporation organized and existing under the laws of the State of Florida, located in Lake County, and the City of Clermont, Florida, also a municipal corporation organized and existing under the laws of the State of Florida and located in Lake County, collectively referred to as the "Parties."

I. PURPOSE

The purpose of this MOU is to establish a framework for mutual assistance between the City of Umatilla and the City of Clermont for storm-related debris removal and cleanup operations following natural disasters or severe weather events. This agreement is non-binding and contingent on the availability of resources and capacity, and reflects the shared commitment of both cities to support each other in times of need to restore public safety and infrastructure in a timely and efficient manner.

II. SCOPE OF ASSISTANCE

Under this MOU, each city agrees to assist the other, to the extent practical and available, with:

- Debris removal from public rights-of-way and critical infrastructure;
- Operation of heavy equipment such as front-end loaders, dump trucks, and chainsaws;
- Provision of personnel trained in storm cleanup activities;
- Temporary storage or staging areas for debris and equipment, if needed.

III. REQUEST FOR ASSISTANCE

1. Requests for assistance shall be made in writing (including via email), by the City Manager or designee of the impacted city.
2. The responding city will make reasonable efforts to provide requested support but shall not be obligated to do so if such assistance would compromise its own emergency response capacity.
3. All responses shall be coordinated through each city's designated Emergency Operations personnel.

IV. COST AND REIMBURSEMENT

1. Repayment shall be based on current FEMA reimbursement rates for eligible costs, including labor, equipment, materials and fuel.

2. If the storm event qualifies for reimbursement under state or federal emergency assistance programs (e.g., FEMA), the requesting city agrees to reimburse the assisting city for eligible costs incurred, provided proper documentation is submitted.
3. The assisting city shall keep accurate records of personnel time, equipment usage, and materials used during the response for reimbursement purposes.
4. If reimbursement is not obtained from FEMA or other sources, the requesting city remains responsible for reimbursing the assisting city for documented eligible costs unless otherwise agreed in writing. Reimbursement shall be made within ninety (90) days of submission of a detailed invoice, unless extended by mutual written agreement.

V. LIABILITY

Each party shall be responsible for the acts and omissions of its own employees and shall not be held liable for damages caused by the other party's personnel or equipment. Nothing in this MOU shall be construed as a waiver of sovereign immunity as provided under Section 768.28, Florida Statutes.

VI. TERM AND TERMINATION

This MOU shall become effective on the date of signature by both parties and shall remain in effect unless terminated by either party upon thirty (30) days written notice. The parties agree to review this MOU annually during their respective emergency planning sessions.

VII. AMENDMENTS

This MOU may be amended in writing by mutual agreement of both parties.

VIII. CONTACT INFORMATION

City of Umatilla
City Manager: Aaron Mercer, MPA, AICP
Address: 1 South Central Umatilla, FL 32784
352-669-1539

City of Clermont
City Manager: _____
Address: _____
Phone: _____

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first above written.

City Manager
City of Umatilla

Date: _____

City Manager
City of Clermont

Date: _____



Umatilla Public Library FY 24-25



May 2025

Library Monthly Reports FY 24-25				
	Q 1	Q 2	May-25	FY 24-25
Visits (<i>door count halved</i>)	12,408	11,531	3,839	31,997
Checkouts	7,188	7,220	2,791	19,748
E-Books (digital)	1,432	1,312	628	3,976
Total Circulation	7,674	8,532	3,419	22,778
FL ILL Received (NEW)	-	5	N/A	6
FL ILL Leant (NEW)	-	23	N/A	26
New Patrons	79	85	25	217
Patron Computer Sessions	1,146	1,055	372	2,910
Wi-Fi Clients Served	1,986	1,868	637	5,142
Adult Volunteer Hours	31.00	17.75	<i>Incomplete</i>	66.75
Attendance Family Programs	1,369	213	55	1,728
Attendance Adult Programs	346	342	54	902
Attendance Teen Programs	302	222	3	614
Attendance Juvenile Programs	546	493	147	1,543
Total # of Programs	133	125	17	330
Meeting room Rental	-	-	-	-
Cash to city (including cc)	\$ 1,682.97	\$3,371.11	\$577.03	\$6,630.24
City-Wide Yard Sale Income (subset of above)			\$1,436.87	

Highlights

Summer Reading 2025 “Color Your Summer”

Adults, children and teens may read for prizes this summer. Adults may register online at mylakelibrary.beanstack.org/reader365mylakelibrary.beanstack.org. Children and teens may register inside the library. Happy reading!

New Furnishings in the Early Literacy Section

The 2024 Lake County Impact Fee Grant provided new furnishings and shelving for young children. The Friends of the Library raised funds to pay for the activity wall. Come see our exciting new space.



UMATILLA POLICE DEPARTMENT PRESS RELEASE

May 27, 2025 through June 2, 2025

ARRESTS

5/28/2025	3:40 pm	Earl R. Nelson, II Tavares	Domestic Battery by strangulation Grand theft auto
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

05/31/2025	6:29 am	Breyner Ramirez Ortega Ocala	Driving with a suspended driver's license.

REPORTS FILED

5/27/2025	6:37 am	A burglary and grand theft report was taken from Irby Construction.	
5/29/2025	1:28 pm	Officers responded to United Southern Bank in reference to threatening phone calls they were receiving.	
6/1/2025	12:15 am	Officers took a report of a missing/runaway juvenile from parents. Officers closed the report when parents located the juvenile in Tavares.	

ARRESTS	2
DISPATCHED CALLS	118
TRAFFIC STOPS	44
TRAFFIC CITATIONS ISSUED	8