



UMATILLA CITY COUNCIL MEETING

November 18, 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
- November 4, 2025, Regular City Council Minutes

PRESENTATIONS

PUBLIC COMMENT

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

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

NEW BUSINESS

2. Election of Mayor and Vice Mayor
3. Contract Approval with CPH and the City of Umatilla for CCNA Engineering Services
4. Resolution No. 2025-36, Authorizing City Manager to Execute Deed and Closing Documents for Purchase and Sale of 59 N. Trowell Avenue

CONSENT AGENDA

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

5. First Reading of Ordinance No. 2025-J, Sangster and Master Management Group Keene Road PUD
6. Resolution 2025-34 Fiscal Year 2025 Final Budget Amendment

DISCUSSION

7. 410 N. Orange Avenue – Property Options and Next Steps

REPORTS

8. Staff Reports

ADJOURNMENT

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

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

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



UMATILLA CITY COUNCIL MEETING

November 4, 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 6:00 pm.

ROLL CALL

MEMBERS PRESENT

Christopher Creech, Mayor
Katherine Adams, Vice Mayor
Bear Crockett, Council Member
Zack Durbin, Council Member

NOT PRESENT

Fred Fetterolf, Council Member
Regina Frazier, Finance Director

ALSO PRESENT

Aaron Mercer, City Manager
Adam Bolton, Assistant City Manager
Kevin Stone, City Attorney
Jessica Burnham, City Clerk
Vaughan Nilson, Public Works Director
David Seeley, Chief of Police
Amy Stultz, Library Director
Misti Lambert, Programs and Compliance Manager

AGENDA REVIEW

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

MINUTES REVIEW

1. Approval of Meeting Minutes
- October 21, 2025, Regular City Council Minutes

MOTION BY COUNCIL MEMBER CROCKETT TO APPROVE OCTOBER 21, 2025, REGULAR CITY COUNCIL MINUTES; SECONDED BY VICE MAYOR ADAMS. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

PRESENTATIONS

2. Distributed Wastewater Treatment Systems (DWTSSs) Septic to Sewer Presentation

Public Works Director Vaughn Nilson provided an overview of Senate Bill 796, which introduces new requirements for replacing aging septic systems with advanced Distributed Wastewater Treatment Systems (DWTS). He explained that the bill is designed to reduce nutrient pollution from failing septic tanks, a major contributor to water quality issues across Florida. The DWTS approach offers a faster and more cost-effective alternative for upgrading systems while improving environmental protection and public health.

Rob Nicholas of Onsyte discussed the reliability of the DWTS technology, noting its proven performance in providing consistent treatment. The discussion also addressed permitting requirements—with one option being the City obtaining a state permit that would cover all installed systems—as well as considerations for potential installation sites and ongoing system maintenance responsibilities.

PUBLIC COMMENT

Mayor Creech opened public comment

Arayma Iamsn, 17040 CR 450 A, expressed concerns related to her property and additional challenges she is currently experiencing.

Sean Wooten, representing Michael Blasik at 410 N. Orange Ave, addressed the Council with concerns regarding liens on the property and discussed possible options for resolving them.

Mayor Creech closed public comment

CONSENT AGENDA

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

NEW BUSINESS

3. RFQ-25-PW-001 Engineering Services CCNA Ranking

Mr. Mercer provided an overview of the RFQ for civil engineering services, noting that the City received one submission, from Conklin, Porter and Holmes (CPH), on October 24, 2025. He explained that the RFQ was intended to continue the City's ongoing work with Mittauer and Associates, which has since been acquired by CPH. The City currently has two funded water line replacement projects—the \$750,000 CDBG project and the \$1.2 million appropriations project—that require CPH to be under contract. Upon approval of the RFQ award, staff will bring a formal contract to the Council for consideration.

MOTION BY VICE MAYOR ADAMS TO APPROVE RFQ-25-PW-001 ENGINEERING SERVICES CCNA RANKING; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

DISCUSSION

4. Discussion on Stormwater Utility Services and Solid Waste Non-Ad Valorem Assessments

Mr. Mercer provided background on the City Council's consideration of using the tax bill collection method for non-ad valorem special assessments for solid waste and stormwater utility services. This method would allow assessments to be collected via the Lake County Tax Collector rather than on monthly water bills. Attorney Stone explained that special assessments are tied to specific property benefits and cannot be used for other purposes. A utility charge could be placed only for stormwater, but a study would be required to determine how the benefit would be received. Schools, being exempt, do not pay these assessments, which previously impacted feasibility. If the Council chooses to proceed, a resolution of intent must be adopted by January 1, followed by a public hearing with required newspaper notices in November and December 2025.

5. Solid Waste Contract Discussion

The City received notice from Mr. James Suter of GFL Environmental that they will not pursue the 3-year contract extension ending January 31, 2026. City staff contacted the City of Eustis, which recently completed a Solid Waste Services RFP with Waste Management as the low bidder. Under Umatilla's purchasing policy, staff may piggyback on this contract. Meetings with Waste Management representatives Jose Boscan and Doug McCoy were held to evaluate whether the Eustis contract could be applied to Umatilla's residential and commercial dumpster collection.

The Council provided direction for staff to continue working on a piggyback agreement with the City of Eustis.

REPORTS

6. Staff Reports

Assistant City Manager Bolton highlighted the great success of the Halloween Ghost Stories event held at the library.

Mr. Mercer had nothing to report.

Attorney Stone reminded the Council to ensure they complete their ethics training.
Council Member Crockett had nothing to report.

Mayor Creech had nothing to report.

Vice Mayor Adams had nothing to report.

Council Member Durbin had nothing to report.

Chief Seeley had nothing to report.

Mr. Nilson had nothing to report.

Ms. Stultz expressed her gratitude to the Police and Public Works departments for their assistance with the library's Trunk or Treat event.

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 7:34 p.m.

Christopher R Creech, Mayor

Jessica Burnham, CMC, FCRM
City Clerk



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: November 6, 2025

MEETING DATE: November 18, 2025

SUBJECT: Election of Mayor and Vice Mayor

BACKGROUND SUMMARY:

The City Council elects a Mayor and Vice Mayor annually, at the second meeting in November. Both positions are chosen from among the sitting Council members and serve one-year terms. The Mayor presides over Council meetings and represents the City in official capacities, while the Vice Mayor assumes these duties in the Mayor's absence.

RECOMMENDATIONS:

Elect a Mayor and Vice Mayor

FISCAL IMPACTS:

N/A

ATTACHMENTS:

None



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: November 14, 2025

MEETING DATE: November 18, 2025

SUBJECT: Contract Approval with CPH and the City of Umatilla for CCNA Engineering Services

BACKGROUND SUMMARY:

As a result of the Council's approval of the staff ranking of our recent Request for Qualifications (RFQ), CPH Engineers has submitted a contract for continuing services. The contract terms are two years.

Upcoming projects under the CPH design are the CDBG water line replacement project and the most current appropriations water line projects.

RECOMMENDATIONS:

Approve Contract for Engineering Services with CPH Consulting, LLC

FISCAL IMPACTS:

Varies by project

ATTACHMENTS:

1. Umatilla - CPH Consulting, LLC Continuing Engineering Services Agreement - Signed
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CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF UMATILLA

AND

CPH CONSULTING, LLC

This **CONTINUING CONTRACT** for Professional Services (the “Agreement”) is made effective as of the ____ day of _____, 2025 (“Effective Date”) by and between the City of Umatilla, Florida, a municipal corporation with its principal administrative office at 1 S. Central Ave., Umatilla, FL 32784 (the “City”), and **CPH Consulting**, a Limited Liability Company with an office at 500 West Fulton Street, Sanford, FL 32771 (the “Consultant”),

WHEREAS, from time to time the City engages consultants to provide professional architectural, engineering, landscape architectural, or surveying and mapping services for municipal purposes (“Services”); and

WHEREAS, the City, pursuant to its home rule powers established by Art. VIII Sec. 2, Florida Const., and Sec. 166.021, Florida Statutes, and additional authorization set forth at Sec. 287.055(4)(d) subject to the limitations of Sec. 287.055(2)(g), Florida Statutes, may enter into continuing contracts with firms to provide Services to the City on a continuing basis; and

WHEREAS, the Consultant employs professionally licensed and qualified staff and is ready and willing to provide certain Services to the City; and

WHEREAS, the City has undertaken a process in accordance with Florida’s Consultant’s Competitive Negotiation Act (“CCNA”) to qualify and rank firms to negotiate up to four continuing contracts, beginning with the top ranked firm, and the Consultant was among the top four ranked firms selected by the City for a continuing contract; and

WHEREAS, the City and Consultant have negotiated and mutually desire to enter into a continuing contract for certain Services in accordance with the terms and conditions set forth herein; and

WHEREAS, the City’s RFQ-25-PW-001 for Professional General Engineering Consulting Services provides for a two (2)-year contract term and requires the City to issue a new RFQ upon expiration, and the parties intend this Agreement to conform to those requirements.

NOW THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration the receipt and sufficiency of which is here by acknowledged, the parties agree as follows:

1. Services. The Consultant is willing to provide certain Services to the City in accordance with one or more task orders to be issued under this Agreement from time to time. The Consultant is specifically qualified and licensed to act as a **Professional Engineer** for the City. The scope of Services shall include, but not be limited to, professional general

engineering, architecture, electrical, right-of-way and traffic engineering, construction engineering, civil engineering, environmental and stormwater engineering and permitting, preparation of plans and specifications, construction management and administration, planning, surveying, subsurface explorations, geotechnical analysis, structural, mechanical, landscaping, and related services as requested by the City.

2. Engagement. The City may, from time to time, issue a Task Order under this Agreement for specific Services which the Consultant is qualified to perform (a "Task Order"). Each Task Order shall be effective only upon the written approval of the City and the Consultant. The Consultant intends in good faith to accept task orders within its competence and capacity but may decline to approve a Task Order in its reasonable discretion. The compensation to Consultant for work under a Task Order shall be in accordance with the Rate Schedule attached hereto as Exhibit "A". In the event of a conflict between the terms of this Agreement and any Task Order, Exhibit, or other attachment hereto, the provisions of this Agreement shall govern unless the City expressly agrees otherwise in writing.

3. Term and Termination. The term of this Agreement shall be two (2) years from the Effective Date. Upon completion of the two-year term, the City intends to issue a new Request for Qualifications (RFQ) for professional engineering services in accordance with §287.055, Florida Statutes.

This Agreement may be terminated by either party upon not less than thirty (30) days written notice. If any work or services hereunder are in progress and not complete on the date of termination, this Agreement may be extended upon written approval by the City until said work or services are completed and accepted. Any incomplete Task Order shall survive the expiration or termination of this Agreement and remain subject to the terms hereof.

Consultant shall be prepared to commence work immediately upon execution of this Agreement and issuance of a Task Order by the City.

4. Payment.

a. Consultant shall submit invoices for completed work, identified to a particular Task Order, electronically or in hard copy, as directed by the City, monthly or on such other schedule as is established in the Task Order. Invoices shall show the actual hours worked, person performing services, services performed and/or deliverable provided, hourly rate, and dates(s) of service. Invoices for lump sum type work shall be accompanied by a status report briefly describing the activities and the services performed. The payment request amount shall be related to the percentage of services completed. Invoices requesting reimbursement of expenses as provided hereinafter shall include written documentation of the expenses.

b. The Consultant shall be compensated for Services provided under a task order in accordance with the Local Government Prompt Payment Act, as the same may be amended from time to time. As of the commencement of this Agreement, the Act requires payment within 45 days receipt of a proper invoice or completion of the services and provides for interest at the rate of one percent (1%) per month, compounded monthly, on the unpaid invoice from 30 days after the due date.

c. Invoices received from Consultant pursuant to this Agreement shall be subject to the prior approval of the City to confirm that the services were rendered in conformity with this Agreement.

d. Consultant shall be entitled to reimbursement for reasonable direct expenses it incurs in the interest of Services, but only where the City has approved such expenses in advance in a Task Order. The City shall pay all permit application fees for projects undertaken pursuant to this Agreement.

5. Representations and Covenants of Consultant.

a. Consultant has represented to the City that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances. Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirements of this Agreement. The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

b. The Consultant represents that by its execution of this Agreement it has not violated the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that neither the Consultant nor any of its parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, or sub-consultants have been, or are presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted Consultant list.

c. Consultant hereby represents to the City that where the Engineering Services include the development of Construction Drawings, Technical Specifications and Supplemental Conditions, to the best of Consultant's knowledge, information and belief: (i) is and shall be designed in accordance with generally accepted architectural and Engineering standards, as applicable, and generally accepted industry standards; and (ii) is constructible. Without waiver of City's other rights and remedies, the Consultant warrants that the City may require Consultant to perform again, at Consultant's sole cost and expense, any design services which were not performed in accordance with the standards set forth in this Agreement. Consultant hereby waives any claims which it may have or assert against the City with respect to this section, except and unless any failure of Consultant to perform, in whole or in part, is due to the action or inaction of the City. Without limiting any other remedy available to the City, the Consultant shall furnish at its own expense any redesign or revisions to the Construction Documents, Technical Specifications and Supplemental Conditions necessary to correct any negligent or material errors, omissions, failures or deficiencies in such documents, and shall, at its sole cost and expense, correct any work performed in accordance with deficient documents. The City's review or approval of, or payment for, any Services or deliverables under this Agreement and resulting

work authorizations shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of performance under this Agreement. This section shall survive the expiration or termination of this Agreement.

d. The Consultant certifies to the best of its knowledge and belief that no federal or state grant funds or other resources received in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by a member of Congress, a member of the Florida Legislature or any state agency.

e. The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional Consultant, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional Consultant, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement

f. Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited on City premises. Consultant is and shall remain a drug-free workplace within the meaning of sec. 287.087, Florida Statutes.

g. The Consultant certifies that it has not filed for bankruptcy in the past five (5) years and is financially able to provide Engineering Services under this Agreement. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to meet the completion dates or schedules to be established by any work requests.

h. The Consultant warrants and represents that all of its employees and applicants for employment are treated equally without regard to race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation, and that in providing services, the Consultant does not discriminate with regard to any of the aforementioned factors.

i. The Consultant and the City recognize the City's encouragement of participation by small, minority, and women-owned businesses (M/WBE) and shall endeavor, where practicable, to provide subcontracting and partnership opportunities consistent with that policy.

6. Compliance with Laws. In the conduct of Professional Services under this Agreement, the Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable local ordinances and regulations.

7. No Exclusive Agreement. Nothing in this Agreement shall be construed to require the City to use Consultant as its exclusive provider of any Services. The City has the right to select, or not select, Consultant for particular tasks. Nothing herein shall limit the

City's right to obtain engineering proposals from other engineering firms in accordance with the CCNA.

8. Work for Hire; Ownership of Information. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the Consultant (or by its sub-consultants and specialty consultants) in rendering services hereunder shall be treated as works for hire and shall be the sole property of the City, which may have access to the reproducible copies at no additional cost other than printing; provided, that the Consultant shall not be liable or legally responsible to anyone for the City's use of any such materials other than for the projects on which the Consultant has been engaged.

9. Primary Contact; Notices.

a. The primary contact person for the Consultant shall be Jarrod Petrohovich, P.E. The primary contact person for the City shall be the City Manager.

b. Any notice to be given under this agreement shall be hand delivered, sent by U.S. Mail, return receipt requested, or delivered by commercial overnight courier to the address set forth in the preamble to this Agreement, to the attention of the primary contact person identified in this section.

10. Insurance. Consultant shall maintain, on a primary basis and at its sole expense, at all times while performing work for the City, the insurance described herein. All insurance companies must have financial rating of A- or higher by A.M. Best Company, Inc., and have commercially reasonable deductibles acceptable to the City.

a. Consultant shall maintain Commercial General Liability Insurance at a limit of liability not less than \$1,000,000 each occurrence and a \$2,000,000 annual aggregate.

b. Consultant shall maintain Business Automobile Liability Insurance at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall include liability for owned, non-owned, and hired automobiles.

c. Worker's Compensation Insurance shall be maintained in accordance with Florida Statutes Chapter 440.

d. Consultant shall maintain a Professional Liability or Errors and Omissions policy at a limit of liability not less than \$2,000,000 per claim and \$2,000,000 aggregate.

e. Consultant shall also maintain an Umbrella or Excess Liability Policy of at least \$1,000,000 per occurrence, or \$2,000,000 per occurrence if the contract exceeds 180 days, consistent with RFQ-25-PW-001 Section VII(d).

The Consultant shall endorse the City as an "Additional Insured" on all policies required under this Agreement. Consultant shall be fully and solely responsible for any costs or

expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

11. Indemnification. The Consultant agrees to indemnify and hold harmless the City, its elected and appointed officials, its officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused in whole or in part by the negligence, recklessness or intentionally wrongful conduct of the Consultant and any other persons employed or utilized by the Consultant in provision of Services under this Agreement. To the extent considered necessary by the City, any sums due to the Consultant under this Agreement may be retained by the City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by the City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the City for its own negligence, or intentional acts of the City, their agents or employees. This clause shall survive the expiration or termination of this Agreement.

12. Independent Contractor. Consultant shall be an independent contractor and neither Consultant nor anyone employed by Consultant shall be deemed for any purpose to be the employee, agent, servant or representative of the City in the performance or work under this Agreement. Consultant's staff shall not be subject to the City's personnel policies or eligible to receive any City employee benefits. The City will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance for the Consultant or its employees.

13. Public Records (§ 119.0701, F.S.). In accordance with the provisions of Section 119.0701(2), Florida Statutes:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT GWEN JOHNS, CITY CLERK, 1 S. CENTRAL AVE., UMATILLA, FL 32784; 352-669-3125.

The Consultant must comply with public records laws, specifically to:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Consultant does not transfer the records to the City.

d. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City custodian of public records, in a format that is compatible with the information technology systems of the City.

14. Audit. The City shall be entitled to audit the books and records of Consultant or any subcontractor to the extent that such books and records relate to the performance of the Agreement(s) or any subcontract to the Agreement(s). Such books and records shall be maintained by Consultant for a period of three (3) years from the date of final payment under the Agreement(s) and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing. The rights and obligations of this paragraph are not intended to limit any other provisions of this Agreement or law relating to retention of public records.

15. Public Entity Crimes Bill (§ 287.133, F.S.). Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contract, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. E-VERIFY (§ 448.095, F.S.). Prior to the employment of any person performing services to the City, Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all employees within the State of Florida that are hired by Consultant after the execution of this Agreement who are providing labor to the City; and (b) all employees within the State of Florida of any of the Consultant subcontractors that are hired by those subcontractors after the execution of this agreement who are providing labor to the City.

17. No Sovereign Immunity Waiver (§ 768.28, F.S.); Applicable Law. Nothing contained in the contract or contracts between the City and the Consultant, or in any

instruments executed pursuant to the terms of such contract or contracts, shall be construed or interpreted as a waiver by the City of any right, privilege or immunity, whether in contract or tort, that the City may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Florida law shall be applied to the interpretation and enforcement of contracts between the City and the Consultant. Nothing in the contract between the City and the Consultant shall require the City to indemnify the Consultant for the Consultant negligence.

18. General Terms.

a. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with agreement performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

b. Severability. In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

c. Assignment. This Agreement may not be assigned.

d. Governing Law/ Jurisdiction/ Attorney's Fees. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with the laws of the State of Florida without regard to conflicts of law provisions. The City and the Consultant agree that proper venue for any suit concerning this Agreement shall be Lake County, Florida. The Consultant agrees to waive all defenses to any suit filed in Florida based upon Improper venue or forum nonconveniens. In the event of litigation regarding the Agreement, the prevailing party shall be entitled to its reasonable costs and attorney fees. Any legal proceedings arising out of this Agreement shall be tried without a jury.

e. Entire Agreement. Except as otherwise stated, this Agreement, including any schedules, attachments, and exhibits hereto, constitutes the entire Agreement between the City and Consultant with respect to the services specified, and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

f. Waiver. Waiver by either party of any terms, conditions, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement to be effective as of the day and year first above written.

ATTEST:

THE CITY OF UMATILLA

Jessica Burnham, CMC, FCRM,
City Clerk

Christopher Creech, Mayor

CPH CONSULTING, LLC



Nikhel Jindal, GCC, Assoc. DBIA, ENV SP, CPSM as its
Chief Strategy and Success Officer

EXHIBIT “A”
RATE SCHEDULE

HOURLY BILLING RATES

Effective: July 7, 2025

Category	Hourly Rate
Project Manager IV	\$240
Project Manager III	\$196
Project Manager II	\$150
Project Manager I	\$135
Manager II	\$234
Manager I	\$174
Engineer V	\$283
Engineer IV	\$177
Engineer III	\$155
Engineer II	\$137
Engineer I	\$116
Architect V	\$299
Architect IV	\$215
Architect III	\$177
Architect II	\$158
Architect I	\$147
Landscape Architect III	\$170
Landscape Architect II	\$166
Landscape Architect I	\$146
Designer V	\$159
Designer IV	\$138
Designer III	\$121
Designer II	\$104
Designer I	\$88
Scientist III	\$170
Scientist II	\$106
Scientist I	\$92

Category	Hourly Rate
Planner III	\$306
Planner II	\$130
Planner I	\$116
GIS Manager	\$192
GIS Analyst III	\$147
GIS Analyst II	\$109
GIS Analyst I	\$103
Technician III	\$146
Technician II	\$131
Technician I	\$107
Analyst III	\$146
Analyst II	\$114
Analyst I	\$104
CADD III	\$110
CADD II	\$85
CADD I	\$71
Administrative V	\$146
Administrative IV	\$128
Administrative III	\$96
Administrative II	\$81
Administrative I/Clerical	\$67
Project Administrator II	\$150
Project Administrator I	\$118
Intern II	\$73
Intern I	\$65

Category	Hourly Rate
Construction Manager II	\$189
Construction Manager I	\$174
Construction Rep III	\$164
Construction Rep II	\$141
Construction Rep I	\$114
Surveyor III	\$236
Surveyor II	\$147
Surveyor I	\$78
Crew Chief	\$103
Instrument Operator	\$95
Survey Crew - 3 Man	\$380
Survey Crew - 2 Man	\$355
Survey Crew - 1 Man	\$275
GPS Crew II	\$275
GPS Crew I	\$195



**Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.*

**Outside Reimbursable and Subconsultant mark-up amounts will be designated per individual authorization (task order, purchase order, etc.).*



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: November 13, 2025

MEETING DATE: November 18, 2025

SUBJECT: Resolution No. 2025-36, Authorizing City Manager to Execute Deed and Closing Documents for Purchase and Sale of 59 N. Trowell Avenue

BACKGROUND SUMMARY:

At the September 2, 2025, City Council meeting, staff presented a proposal for the City to purchase the paved parking area along Cassady Street, located across from the City's skate park, from the First Baptist Church of Umatilla for \$100,000. The City Council provided direction for staff to move forward with preparing the necessary contract documents and funding arrangements.

Since that meeting, staff has confirmed that the property acquisition is consistent with the adopted CRA Redevelopment Plan and is eligible for funding from the CRA Trust Fund. The property is located within the boundaries of the CRA district and supports ongoing redevelopment and downtown improvement efforts. A Vacant Land Contract has been negotiated and finalized between the City and the First Baptist Church of Umatilla, establishing a purchase price of \$100,000, with closing anticipated on or after November 19, 2025. The contract specifies that the City shall pay all reasonable and customary closing costs.

The attached Resolution authorizes the City Manager to execute the Contract and all related closing documents on behalf of both the City of Umatilla and the Umatilla Community Redevelopment Agency.

RECOMMENDATIONS:

Staff Recommends approval of Resolution No. 2025-36, Authorizing City Manager to Execute Deed and Closing Documents for Purchase and Sale of 59 N. Trowell Avenue

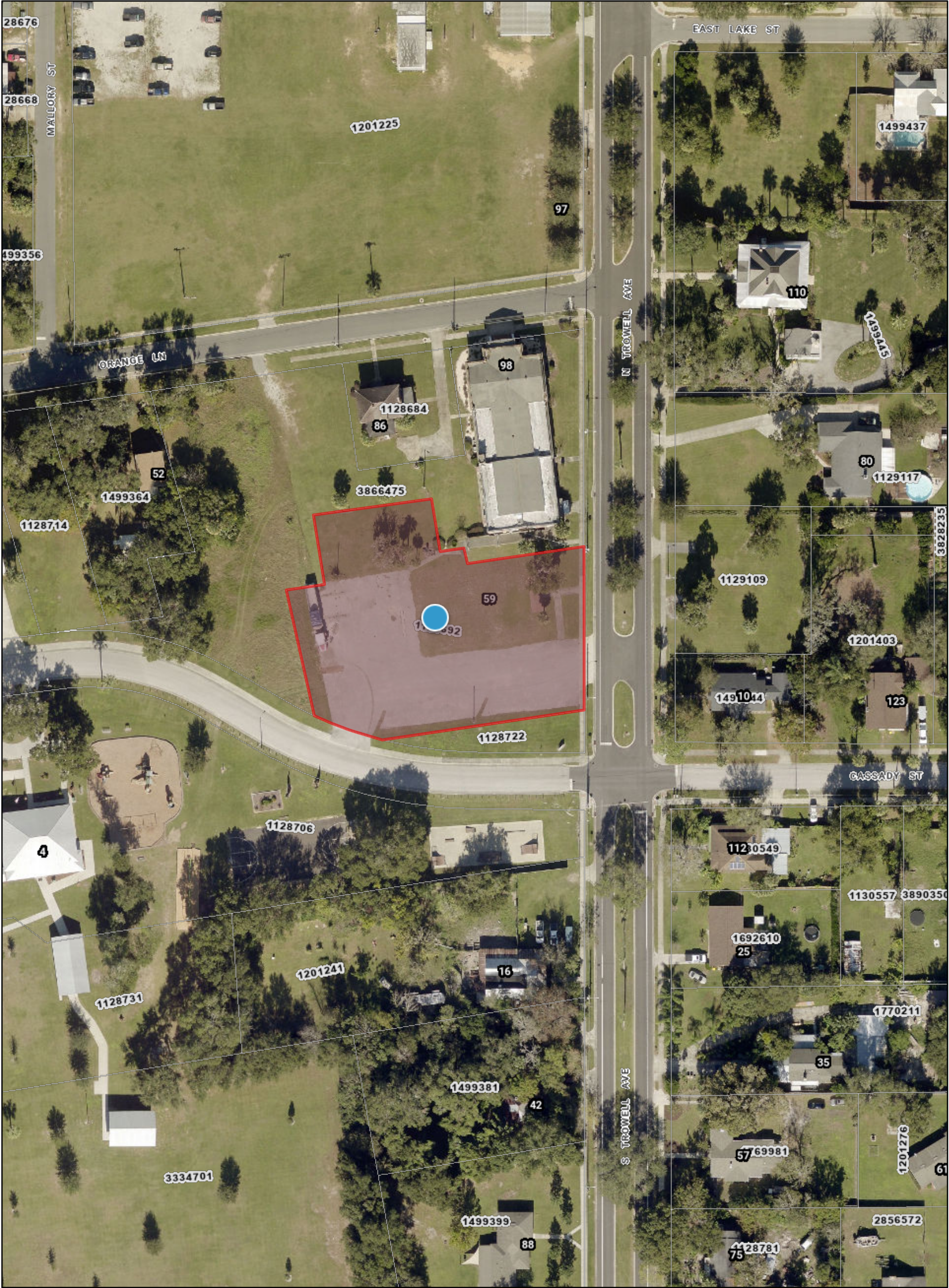
FISCAL IMPACTS:

The total purchase price is \$100,000, to be paid from budgeted CRA Trust Fund account. Additional minor closing costs (title, recording, and legal fees) are also to be paid from CRA funds.

ATTACHMENTS:

1. UBC Property Cassady - Trowell Ave
 2. Resolution No. 2025-36, Authorizing City Manager to Execute Deed and Closing Documents for Purchase and Sale of 59 N. Trowell Avenue
-

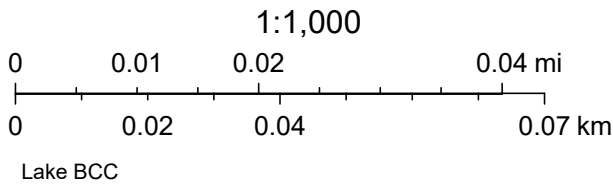
UBC Property



September 8, 2025

-  Override 1
-  Override 1
-  Tax Parcels

-  Tax Parcels Alternate Key
-  Address Locations
-  Street Names



RESOLUTION NO. 2025-36

**JOINT RESOLUTION OF THE CITY COUNCIL AND THE
COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE
CITY OF UMATILLA, FLORIDA, AUTHORIZING THE CITY
MANAGER TO EXECUTE A VACANT LAND CONTRACT AND
OTHER CLOSING DOCUMENTS IN CONJUNCTION WITH THE
PURCHASE OF PROPERTY FROM THE FIRST BAPTIST
CHURCH OF UMATILLA, UTILIZING CRA FUNDS, PROVIDING
FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, the City of Umatilla, Florida (“City”) desires to purchase certain real property located in Lake County, Florida, from The First Baptist Church of Umatilla, a Florida non-profit corporation (“Seller”); and

WHEREAS, the City and Seller have negotiated and prepared a Vacant Land Contract for the sale and purchase of the property located at 59 N. Trowell Avenue, Umatilla, Florida 32784, identified as Tax Parcel 13-18-26-2900-011-00200 (Alternate Key 1128692), as further described in Exhibit “A” to the Contract; and

WHEREAS, the agreed purchase price for the property is \$100,000.00, with closing to occur on or after November 19, 2025, pursuant to the terms of the Contract; and

WHEREAS, the Contract specifies that the City shall pay all reasonable and customary closing costs and that the purchase is contingent upon approval of the City Council and Community Redevelopment Agency (CRA); and

WHEREAS, the CRA Trust Fund shall be used to finance the acquisition of the property in accordance with the adopted CRA budget and redevelopment plan; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to execute the Vacant Land Contract and all related closing documents necessary to complete the transaction on behalf of both the City and the CRA.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AND
THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF
UMATILLA, FLORIDA:**

Section 1. Authorization to Execute Contract. The City Council hereby authorizes the City Manager, Aaron Mercer, to execute, on behalf of the City of Umatilla and the CRA, the Vacant Land Contract with The First Baptist Church of Umatilla for the purchase of the property described above, along with all associated documents required to complete the transaction.

Section 2. Funding Source. Payment of the purchase price and closing costs shall be made from the CRA Trust Fund, consistent with the adopted CRA budget and redevelopment plan.

Section 3. Authorization for Closing. The City Manager is further authorized to execute any and all documents customarily required to close the transaction, including but not limited to the closing statement, title documents, affidavits, and any other instruments necessary to consummate the purchase, in accordance with the terms of the Contract.

Section 4. Conflicts. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is held invalid, the validity of the remainder shall not be affected thereby.

Section 6. Effective Date. This Resolution shall take effect immediately upon its passage and adoption by both the City Council and the Community Redevelopment Agency.

PASSED AND ADOPTED this ____ day of _____, 2025, by the City Council and Community Redevelopment Agency of the City of Umatilla, Florida.

CITY OF UMATILLA, FLORIDA

By: _____
Christopher R. Creech, Mayor

**COMMUNITY REDEVELOPMENT AGENCY
(CRA) OF THE CITY OF UMATILLA,
FLORIDA**

By: _____
Christopher R. Creech, CRA Chair

ATTEST:

Jessica Burnham, City Clerk, CMC, FCRM

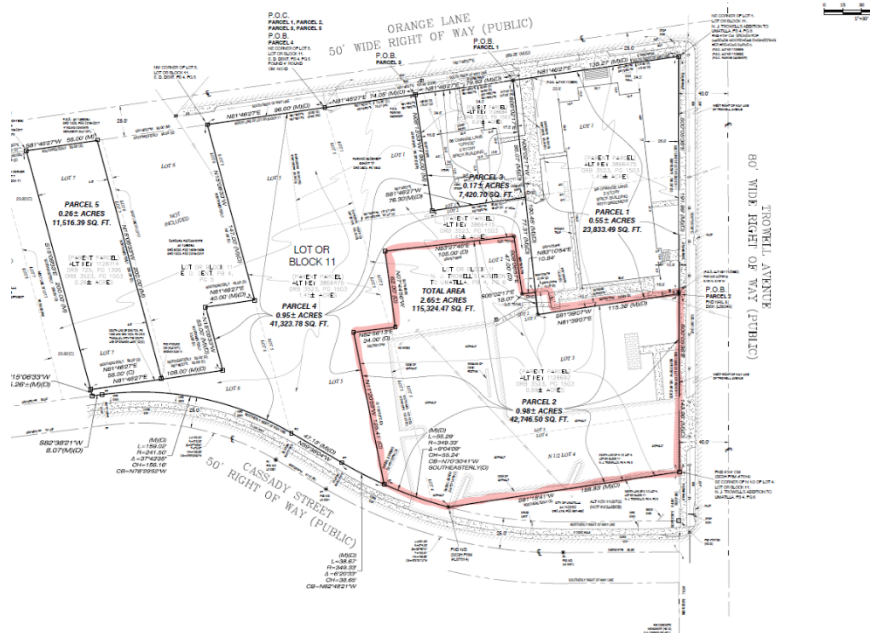
Approved as to Form:

Jennifer Cotch, City Attorney

EXHIBIT "A"
Legal Description

THOSE PORTIONS OF LOTS 2, 3, 5, 6, 7, AND THE NORTH 1/2 OF LOT 4 OF LOT OR BLOCK 11, ACCORDING TO A MAP OF PROPERTY OF E. D. DENT, UMATILLA, FLORIDA, FILED OF RECORD SEPTEMBER 18, 1919 AND RECORDED IN PLAT BOOK 4, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND ALSO ACCORDING TO N. J. TROWELL'S ADDITION TO UMATILLA, ORANGE COUNTY, FLORIDA, FILED OF RECORD IN LAKE COUNTY, FLORIDA SEPTEMBER 18, 1919 AND RECORDED IN PLAT BOOK 4, PAGE 6, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF CASSADY STREET, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" ROUND CONCRETE MONUMENT WITH NO IDENTIFICATION AT THE NORTHEAST CORNER OF LOT 5, LOT OR BLOCK 11, ACCORDING TO A MAP OF PROPERTY OF E. D. DENT, UMATILLA, LAKE COUNTY, FLORIDA, FILED OF RECORD SEPTEMBER 18, 1919 AND RECORDED IN PLAT BOOK 4, PAGE 5, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N81°46'27"E, ON A BEARING RELATED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, ALONG THE NORTH LINE OF LOT OR BLOCK 11, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF ORANGE LANE, FOR 289.25 FEET TO A 4" SQUARE CONCRETE MONUMENT WITH BROKEN TOP AT THE NORTHEAST CORNER OF LOT 1, LOT OR BLOCK 11 OF N. J. TROWELL'S ADDITION TO UMATILLA, ORANGE COUNTY, FLORIDA, FILED OF RECORD IN LAKE COUNTY, FLORIDA SEPTEMBER 18, 1919 AND RECORDED IN PLAT BOOK 4, PAGE 6, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID CORNER ALSO BEING ON THE EAST LINE OF LOT OR BLOCK 11 AND BEING THE POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF TROWELL AVENUE; THENCE S00°05'36"E, ALONG THE EAST LINE OF LOT OR BLOCK 11, ALSO BEING THE WEST RIGHT OF WAY LINE OF TROWELL AVENUE, FOR 191.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°05'36"E ALONG SAID EAST LINE AND THE SAID WEST RIGHT OF WAY LINE FOR 143.96 FEET TO A 4" SQUARE CONCRETE MONUMENT WITH NO IDENTIFICATION AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF LOT 4, LOT OR BLOCK 11, OF SAID N. J. TROWELL'S ADDITION TO UMATILLA; THENCE DEPARTING SAID EAST LOT OR BLOCK LINE AND WEST RIGHT OF WAY LINE, S81°18'41"W ALONG THE SOUTH LINE OF THE SAID NORTH 1/2 OF LOT 4, LOT OR BLOCK 11, A DISTANCE OF 188.83 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CASSADY STREET, SAID POINT BEING A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 349.33 FEET AND A RADIAL LINE WHICH BEARS S14°57'14"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF LINE THROUGH A CENTRAL ANGLE OF 09°04'09" FOR A DISTANCE OF 55.29 FEET TO A POINT OF NON TANGENCY; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, RUN N11°20'59"W FOR 125.41 FEET; THENCE N82°56'13"E FOR 34.00 FEET; THENCE N07°44'56"W FOR 62.00 FEET; THENCE N83°27'46"E FOR 105.00 FEET; THENCE S08°06'57"E FOR 47.00 FEET; THENCE N83°10'54"E FOR 10.84 FEET; THENCE S06°02'17"E FOR 18.07 FEET; THENCE N81°39'07"E FOR 115.38 FEET TO THE POINT OF BEGINNING. CONTAINING 0.98 ACRES, MORE OR LESS.





CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: November 5, 2025

MEETING DATE: November 18, 2025

SUBJECT: First Reading of Ordinance No. 2025-J, Sangster and Master Management Group Keene Road PUD

BACKGROUND SUMMARY:

The applicant is requesting a Planned Unit Development (PUD) Amendment to utilize the existing subdivision plat consisting of eight lots—five lots of about one acre each, two lots of about six acres, and one lot of +/- two acres. Due to steep topography, direct access to State Road 19 is not feasible; therefore, access to the two larger lots (Lots 8 and 9) will be provided via a 25-foot easement connecting to Keene Road. This requires a waiver from the City's roadway standards.

Surrounding zoning includes residential, PUD, and commercial districts, with nearby lot sizes ranging from 0.25 acres to 4 acres. The proposed amendment is consistent and compatible with surrounding zoning and existing development patterns.

RECOMMENDATIONS:

City Council to Approve First Reading of Ordinance No. 2025-J, Sangster and Master Management Group Keene Road PUD

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Attachment #1 Keene Rd Staff Report Revised JC
 2. Attachment 2 Ordinance No. 2006-A Existing PUD for - Keene Road
 3. Ordinance No. 2025-J, Sangster and Master Management Group Keene Road PUD
 4. Development Agreement_Sangster Revised JC
 5. business-impact-estimate-_Ord 2025-J
-

ATTACHMENT #1

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

PUD AMENDMENT

Owner: Robert Sangster and MESH Management Group, LLC

General Location: West of SR 19 and south of Lake View Terrace Drive.

Number of Acres: 18.6 ± acres

Existing Zoning: Planned Unit Development (PUD)

Existing Land Use: Single Family Low Density (3 units/acre)

Date: November 4, 2025

Description of Project

The owner is seeking an amendment to the Planned Unit Development (PUD). Under the existing PUD (Ordinance 2006-A), 40 single-family homes were approved with a minimum lot width of 75' at the front setback line, equating to a density of 2.1 units per acre. The applicant proposes to utilize the existing lots associated with the underlying plat consisting of 5 lots of approximately one (1) acre, two (2) lots of approximately six (6) acres and one (1) lot of approximately 2 acres for a total of 8 lots (0.43 units/acre).

	Surrounding Zoning	Surrounding Land Use
North	Public Facilities District (PFD)	Institutional
South	Planned Unit Development (PUD)	Single Family Medium Density (5 units/acre)
East	General Commercial (C-2)	Lake County Rural Transition (1 unit/5 acres)
West	Agriculture (A)	Lake County Rural Transition (1 unit/5 acres)

Assessment

PUD Amendment

The applicant is requesting a PUD Amendment. It is the applicant's intent to utilize the existing plat which consists of 5 lots (lots 3, 4, 5, 6, 7) of approximately one (1) acre, two (2) lots of approximately six acres (lots 8 and 9) and one (1) lot of approximately 2 acres (lot 1) for a total of 8 lots (0.43 units/acre). The lot widths along Keene Road are approximately 148' for the one (1) acre lots, and 396' for the 2-acre lot. Access to lots 8 and 9 will be provided via flag lots connecting to Keene Road. Direct access to SR 19 is not feasible due to the site's steep

ATTACHMENT #1

topography; therefore, a waiver to Chapter 9, Section 8(a) (Roadways and Streets) is required due to the site's physical constraints due to topography. Access to these lots may be provided by a twenty-five-foot (25') flag lot(s) with a minimum of twenty feet (20') of stabilized surface connected to Keene Road. The location of such flag lot(s) shall be approved by the City Manager.

Adjacent zoning consists of PFD (Lakeview Terrace), PUD (Twin Lakes), A (residential lots ranging in size from 1 acre to 4 acres), and C-2. The lots associated with Lakeview Terrace are approximately 0.25 acres (10,890 SF). The proposed PUD Amendment is compatible with adjacent zoning and the lot sizes associated with the underlying plat are also compatible with existing development.

Trip Generation Analysis

A trip generation analysis was conducted comparing existing and proposed residential densities. Results indicate a decrease traffic by 302 daily trips. SR 19 is designated as an arterial roadway under the jurisdiction of FDOT with an adopted Level of Service (LOS) of D. Keene Road is a local roadway under the jurisdiction of Lake County 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	8 Units	210	75	8	5	3
TOTAL GROSS TRIPS (PROPOSED)			75	8	5	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	40 Units	210	377	38	24	14
TOTAL GROSS TRIPS (EXISTING)			377	38	24	14

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)	-30	-19	-11

School Impact Analysis

The PUD Amendment will reduce school impacts by 10 students as outlined below.

Existing PUD Residential Units: 40 SF units

ATTACHMENT #1

Proposed PUD Amendment Residential Units: 8 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	40	0.140	6	0	0.091	0	6
MIDDLE	40	0.072	3	0	0.037	0	3
HIGH	40	0.100	4	0	0.041	0	4
GRAND TOTAL			13				13

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	8	0.140	1	0	0.091	0	1
MIDDLE	8	0.072	1	0	0.037	0	1
HIGH	8	0.100	1	0	0.041	0	1
GRAND TOTAL			3				3

Potable Water Analysis

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

ATTACHMENT #1

Table 3 – Water Analysis Based on PUD Amendment

Ordinance #	Acres	Proposed City Zoning	Maximum Development	Water Demand (gross) (mgpd)	Capacity or Deficit (mgpd)
City of Umatilla Current Capacity					0.278*
Sangster and MESH	18.6	PUD	8 SF units	0.0024	0.0024
Total	18.6				0.275

* Includes Yancey Zoning

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

2.0 Persons per household

Sanitary Sewer Analysis

The subject site is within the City of Umatilla's Utility Service area; however, central sewer service is currently not available. The lots will be served by individual septic tanks, consistent with Health Department requirements. Should central sewer become available in the future, connection will be encouraged to reduce cumulative septic impacts.

Environmental Analysis

Prior to development, an environmental analysis will be required. Should protected species occur, appropriate regulatory permits will need to be secured. The subject site is partially located within the 100-year flood plain associated with the lake. Appropriate upland buffers and setbacks will be maintained adjacent to the lake and associated wetlands.

Recommendation

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

ORDINANCE 2006 - A

AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE PROVISIONS OF FLORIDA STATUTE 171.044; ANNEXING 19.5+/- ACRES ZONED A IN LAKE COUNTY AND APPLYING THE DESIGNATION OF RPUD, RESIDENTIAL PLANNED UNIT DEVELOPMENT IN THE CITY OF UMATILLA FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY BKB PARTNERSHIP, LOCATED IN THE NORTHWEST AREA OF THE PRESENT CITY LIMITS OF THE CITY OF UMATILLA, SOUTH OF KEENE ROAD AND WEST OF SR 19; ESTABLISHING ZONING THEREFORE AND; DIRECTING THE CITY ADMINISTRATOR 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 AN EFFECTIVE DATE.

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 shall be designated as Residential Planned Unit Development (RPUD) in accordance with Chapter 6, Section 2(l) of the Land Development Regulations of the City of Umatilla, Florida.

LEGAL DESCRIPTION: SEE ATTACHMENT A

Terms: This Ordinance shall mean and include the following land uses and supersedes any and all ordinances previously granted for the site legally described herein.

A. Land Use:

1. A maximum of 40 single-family detached dwelling units shall be permitted within the PUD.

B. Design

1. Setbacks:

Front	25 feet
Rear	15 feet
Side	15 feet
Side-road	15 feet
2. Setbacks for all structures will be taken from the edge of the landscape buffer for those areas where a landscape buffer is provided.
3. Dimensional Requirements

Minimum Lot Width	75 feet at front setback
Maximum Building Height	30 feet
Maximum Building Coverage	30%
4. A bus stop for children shall be provided at the main entrance.
5. Sidewalks shall be provided on both sides of the road and shall be four (4) feet in width per the Land Development Regulations (LDR) section Section 8(b)(1).

C. Landscaping

1. State Road 19 / Rail Road ROW. Landscaping shall consist of a Type A-1 or Type A-2 buffer as defined in LDR Chapter 15, Section 3 (b)(1)(A).
2. Keene Road. Landscaping shall consist of a Type A-1 or Type A-2 buffer as defined in LDR Chapter 15, Section 3 (b)(1)(A).
3. South Property Boundary. Landscaping shall consist of a Type A-1 or Type A-2 buffer as defined in LDR Chapter 15, Section 3 (b)(1)(A).
4. West Property Boundary. The minimum upland buffer of 15 feet will serve as the buffer in this area.
5. Around Outparcel. Landscaping shall consist of a Type A-1 or Type A-2 buffer as defined in LDR Chapter 15, Section 3 (b)(1)(A). In addition a continuous hedge shall be provided in this area.
6. The landscape buffers along the north, south, and east of the property, as well as around the outparcel should be placed in tracts that will be dedicated to the homeowners association. Fencing of the rear of the properties should not include the landscape buffers that are in dedicated tracts.

D. Buffers:

1. All wetlands on-site shall be preserved without alteration and shall be placed in a conservation easement.
2. A minimum upland buffer of 15 feet with an average of 25 feet shall be maintained.
3. A solid six (6) foot high cypress wood fence with minimum one-half inch slats or masonry wall shall be provided along Keene Road.
4. It shall be included in the deed restrictions that any other fencing on the property shall be consistent with the initial fence that is to be installed along Keene Road.

E. Open Space

25% open space shall be provided. Of the 25% required open space, only 20% shall be comprised of wetlands.

F. Wetlands:

Wetlands and open water bodies shall be placed in a conservation easement.

G. Transportation

Compliance shall be required with all State, County and City rules pertaining to any potential road improvements that may be necessitated by the development of this PUD.

H. Utilities

1. Separate lines for future reclaimed water shall be provided. Until such a time that reclaimed water is available, potable water may be used in the reclaimed lines.
2. Separate meters shall be provided.

3. All extensions of the sewer and / or water lines that are to serve this project shall be paid for by the developer of the project.

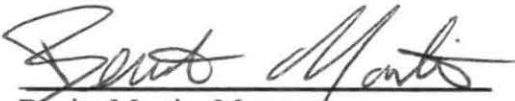
Section 2: Severability.

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.

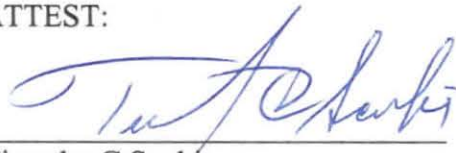
Section 3: Effective Date.

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 7th day of February, 2006.


Benita Martin, Mayor
City of Umatilla

ATTEST:


Timothy C Scobie
City Administrator

(SEAL)

Approved as to Form:


Leslie Campione
City Attorney

Passed First Reading
Passed Second Reading

1/17/2006
2/7/2006



ATTACHMENT A

Legal Description

Lots 1 to 9 inclusive, of ALTOONA, Gibson & Gotherman Addition according to public records of Lake County, Florida; N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$, West $\frac{3}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$, North 880 feet of E $\frac{1}{4}$ of NE $\frac{1}{4}$ of NE $\frac{1}{4}$. Sec. 1, Twp. 18S, Rge. 26 East; Lots 24, 25, 26, 27 of ALTOONA, Hinson's Plan according to said public records. From S $\frac{1}{4}$ Corner of Sec. 31, Twp. 17S Rge. 27 East, run West 299 ft. for point of beginning, run North 3 deg. 37 min. East 863.3 ft., Westerly to West line of Lot 28 of said Hinson's Plan of Altoona, South to point West of Point of beginning, East to point of beginning; Gov. Lot 4 of Sec. 31, Twp. 17 S., Rge. 27 East.

ORDINANCE 2025-J

AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE NO. 2006-A, AS AMENDED, TO ADOPT A MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT CONSISTING OF 18.6 ± ACRES FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY ROBERT SANGSTER AND MESH MANAGEMENT GROUP, LLC LOCATED SOUTH OF KEENE ROAD AND WEST OF SR 19; AMENDING THE CONCEPTUAL SITE PLAN, DECREASING THE DENSITY AND NUMBER OF RESIDENTIAL UNITS; PROVIDING FOR CONDITIONS AND CONTINGENCIES; DIRECTING THE CITY MANAGER TO PROVIDE CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL TO THE CLERK OF THE CIRCUIT COURT, AND THE LAKE COUNTY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Owner desires to amend the Planned Unit Development conditions previously approved by Ordinance No. 2006-A for certain real property consisting of approximately 18.6± acres located south of Keene Road and west of SR 19, as legally described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

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

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

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

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

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

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

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

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

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

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

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

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

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

Christopher R. Creech, Mayor
City of Umatilla, Florida

ATTEST:

Approved as to Form:

Jessica Burnham, CMC, FCRM
City Clerk

Kevin Stone
City Attorney

Passed First Reading _____
Passed Second Reading _____
(SEAL)

Exhibit "A"

LEGAL DESCRIPTION: Lots 1, 3, 4, 5, 6, 7, 8, and 9, Map of Gibson & Gotherman's Addition to Altoona, according the plat thereof as recorded in Plat Book 1, Page 38, Public Records of Lake County, Less the North 25.00 feet of Lots 1 through 7, Map of Gibson & Gotherman's Addition to Altoona.

Alternate Key # 1039886 and 3848025

EXHIBIT B

MASTER DEVELOPER'S AGREEMENT

This 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 **Robert T. Sangster and MESH Management Group, LLC, a Florida limited liability company** ("Owner"), whose address is P.O. Box 182, Sorrento, Florida, 32776, hereinafter referred to collectively as the "Parties."

RECITALS

1. The Owner desires to amend the Planned Unit Development conditions previously approved by Ordinance No. 2006-A, as amended by Ordinance 2025-__ consisting of 18.6 ± 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 "Residential Planned Unit Development (RPUD)" with a future land use designation on the City of Umatilla Future Land Use Map of "Single Family Low Density."

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

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

5. The City of Umatilla has determined that the amendment to the PUD conditions of the Property and the proposal for its development presents, among other things, an opportunity for the City to secure quality planning and growth, protection of the environment, and a strengthened and revitalized tax base.

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

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

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

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

Section 2. Conditions Precedent. Owner has filed an application for an amendment to the RPUD zoning conditions for the Property. It is understood and agreed to by the City and the Owner that this Agreement shall not be binding or enforceable as to any Party unless and until: a) the City adopts an ordinance approving the RPUD amendment and this Agreement; and b) this Agreement is executed by both Parties and recorded in the Official Records of Lake County, Florida. The parties hereto understand and acknowledge that the City is in no way bound to amend or rezone the Property. The City shall have the full and complete right to approve or deny the application for zoning amendment. However, if the City denies the application for zoning amendment, this Agreement shall be void and shall be of no further force and effect.

Section 3. Land Use/Development. Development of the Property shall be substantially consistent with the "Final Plat of Gibson and Gotherman's Addition to Altoona" attached as **Exhibit "B,"** (the "Plan") consisting of eight (8) lots — five (5) approximately one (1) acre, two (2) approximately six (6) acres, and one (1) approximately two (2) acres — for an overall density of approximately 0.43 units per acre. All development shall be consistent with City's "Residential Planned Unit Development" (RPUD) zoning district as it currently exists and subject to City approval.

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

- a. Single Family Detached Residential Dwelling Units
- b. Accessory buildings or structures
- c. Home Occupations
- d. One (1) accessory dwelling unit per lot

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

- a. Minimum Setback requirements shall be:
Front: Road Right of Way - Twenty-five feet (25')
Side: Road Right of Way - Twenty-five feet (25')
Another Lot - Ten feet (10'),
Rear: Road Right of Way - Twenty-five feet (25')
Another Lot - Fifteen feet (15')
Lake - Fifty feet (50')
Required landscape buffers shall supersede the minimum setbacks permitted by this section.
Accessories Setback: All accessory structures shall be located no closer to the property line than five feet (5').
- b. Maximum building height shall be limited to thirty-five feet (35').
- c. The maximum density shall not exceed 0.43 unit/acre.
- d. The minimum lot size shall be one (1) acre.
- e. The minimum lot width shall be one hundred feet (100') for one-acre lots along Keene Road. Lots 8 and 9 shall be accessed via a minimum 25-ft. wide flag lot connecting to Keene Road.
- f. Any zoning standard not specifically listed in this Agreement shall be in compliance with the AR-1 zoning district standards and other applicable sections of the Land Development Code.

Section 6. Site Access and Transportation Improvements. Vehicular access to the project site shall be provided by access onto Keene Road.

- a. The Owner shall provide all necessary improvements within and adjacent to the development as required by Lake County and City of Umatilla.
- b. A waiver to Chapter 9, Section 8(a) regarding roadway access is hereby granted due to the site's topography constraints for Lots 8 and 9. Access to these lots shall be provided by creating a flag lot with a minimum twenty-five-foot (25') width along Keene Road and a minimum width of twenty feet (20') stabilized surface connecting each lot to Keene Road. All roads or related transportation improvements associated with the Development will be privately owned and maintained. The City of Umatilla will not be responsible for the maintenance or repair of any of the roads or transportation improvements.
- c. All internal roads, driveways, and related transportation improvements associated with the Property shall be privately owned and maintained. The City of Umatilla shall have no responsibility for maintenance, repair, or replacement of any private roadways or access improvements within the Property.

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

Section 8. Water. Subject to the terms herein, Owner and their successors and assigns agree to obtain water, (hereafter, "Utilities") exclusively through purchase from City when the City makes such water services sufficient to service all uses of the Property available to the Property. The rates to be charged by City for Utilities to the Property shall be those rates and charges made by the City to its customers which are from time to time approved by the City Council or by any other governmental regulatory body from time to time having jurisdiction over such matters. Owner covenants and warrants to City that it will not engage in the business of providing such Utilities to the Property or within City's F.S. Chapter 180 utility district. Notwithstanding the foregoing, private wells for irrigation purposes will be allowed within the Property so long as such wells are approved and permitted by the St. Johns River Water Management District (the "District") and comply with the rules and regulations of the District. Owner shall construct, at Owner's expense, all on-site utility facilities as well as pay for the extension of facilities from City's eventual point of connection at the edge of the Property. All such improvements must be constructed to City requirements and transferred to City as a contribution in aid of construction. Septic systems may be used temporarily until central sewer service is available within 1,000 feet of the Property, at which time Owner shall connect to City utilities.

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

Owner agrees to pay all other impact fees and any impact fees adopted after the execution of this Agreement as building permits are issued. If impact fees increase from the time they are paid until the building permit is issued, Owner shall pay the incremental increased amount at the time building permits are issued. Prepayment of utility impact fees and acceptance by City of such fees shall reserve capacity. No capacity is reserved until or unless such fees have been paid pursuant to an agreement with City. Owner agrees and understands that no capacity has been reserved and that Owner assumes the risk that capacity will be available.

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

Section 11. Landscaping/Buffers. Developer has reviewed City's Land Development Regulations relating to landscaping and agrees to comply with such regulations. Owner shall, at its sole expense, install underground irrigation systems on all common areas of the Property, as well as exercise any other measures reasonably necessary to ensure the long-term maintenance of the landscaping.

Owner acknowledges City's goal of achieving a greater level of tree preservation within the City. In aid of such goal, Owner agrees to comply with all existing applicable City of Umatilla Land Development Regulations pertaining to tree removal and replacement, subject to limitations or modifications by Florida Statute.

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

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

Section 14. Signage. Signage shall be in compliance with all applicable regulations contained within the City of Umatilla's Land Development Regulations, unless City grants a waiver or variance pursuant to the City's Land Development Regulations.

Section 15. Environmental Considerations. The Owner agrees to comply with all federal, state, county, and city laws, rules and regulations regarding any environmental issues affecting the Property.

Section 16. Compliance with City Laws and Regulations. Except as expressly modified herein, all development of the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies. All improvements and infrastructure shall be constructed to City standards.

Section 17. Due Diligence. The City and Owner further agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement. The City shall further provide all other municipal services to the Property as are needed by Owner from time to time in accordance with the City's applicable policies for the provision of said services.

Section 18. Enforcement/Effectiveness. A default by either party under this Agreement shall entitle the other party to all remedies available at law. This is a non-statutory development agreement which is not subject to or enacted pursuant to the provisions of Sections 163.3220 – 163.3243, *Florida Statutes*.

Section 19. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 20. Binding Effect; Assignability. This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the Owner to successive owners. Owner shall, however, provide written notice to the City of any and all such assignees. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assignees. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement. Owner shall notify the City in writing of any transfer of ownership. This Agreement shall be recorded in the Official Records of Lake County at Owner's expense.

Section 21. Waiver; Remedies. No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any waiver on the part of either party or any right, power, or privilege hereunder operate as a waiver of any other right, power, privilege hereunder, not will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, power, or privilege hereunder.

Section 22. Exhibits. All exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

Section 23. Notice. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses or such other address as the parties shall provide from time to time:

As to City:	City Manager City of Umatilla P.O. Box 2286 Umatilla, FL 32784-2286 352-669-3125 Telephone
Copy to:	Mayor City of Umatilla P.O. Box 2286 Umatilla, 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:	Robert T. Sangster P.O. Box 182 Sorrento, FL 32776-0182
Copy to:	MESH Management Group, LLC 929 Timberview Road Clermont, FL 34715
Copy to:	GavKee Contracting Services, Inc. 614 E Hwy 50, Box 307 Clermont, FL 34711 Telephone: 321-689-2306

Section 24. 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 25. Term of Agreement. The term of this Agreement shall commence on the date this Agreement is executed by both the City and Owner and shall terminate ten (10) years thereafter; provided, however, that the term of this Agreement may be extended by mutual consent of the City and the Owner, subject to a public hearing.

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

Section 27. 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.

CITY OF UMATILLA, FLORIDA

By: _____
Christopher Creech, Mayor

ATTEST:

Jessica Burnham
City Clerk

WITNESSES:

MESH MANAGEMENT GROUP, LLC

Printed Name: _____

By: _____

Printed Name: _____

As its: _____

Printed Name: _____

STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____, as _____ of MESH MANAGEMENT GROUP, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me ☐ or has produced _____ as identification.

(Signature of Notary Public – State of Florida)

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

Commission No.: _____
My Commission Expires: _____

ROBERT T. SANGSTER

Printed Name: _____

By: _____

Printed Name: _____

As its: _____

Printed Name: _____

STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by ROBERT T. SANGSTER, who is personally known to me ☐ or who has produced _____ as identification.

(Signature of Notary Public – State of Florida)

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

Commission No.: _____

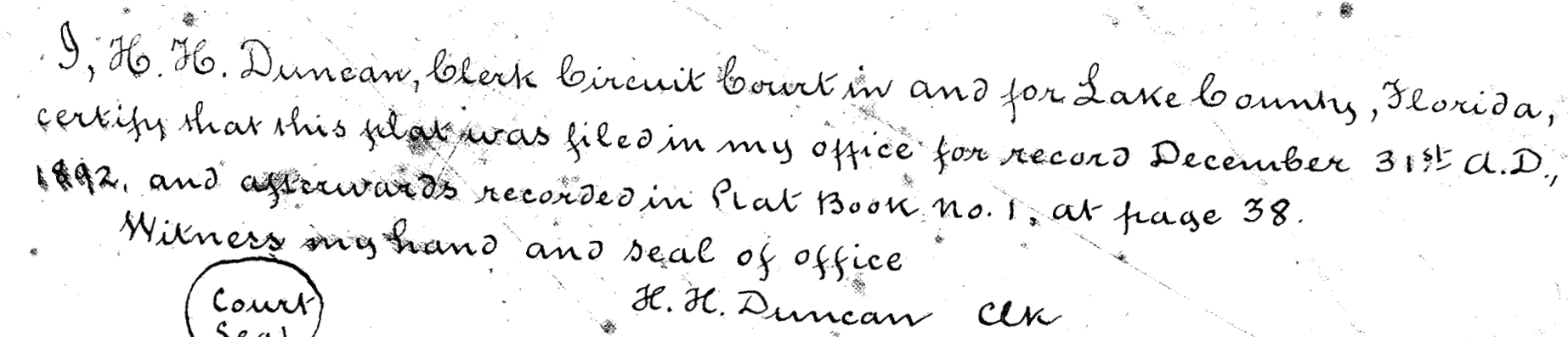
My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION: Lots 1, 3, 4, 5, 6, 7, 8, and 9, Map of Gibson & Gotherman's Addition to Altoona, according the plat thereof as recorded in Plat Book 1, Page 38, Public Records of Lake County, Less the North 25.00 feet of Lots 1 through 7, Map of Gibson & Gotherman's Addition to Altoona.

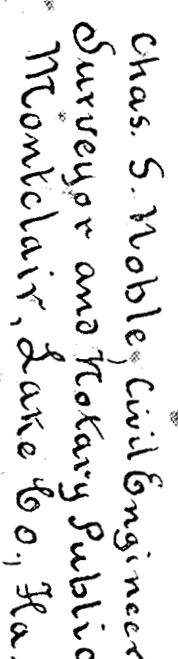
Alternate Key # 1039886 and 3848025

38



Court
Seal

H. H. Duncan clk

Teoria

II Commencing (210)
East of N.W. corner of
Davis quarter-quarter.

I hereby certify this Plat was filed for record in the office of the Clerk of Circuit's Court in aid for Lake County, Florida, on the 12th day of October, 1892, and that the same was recorded on the 20th day of October, 1892, in Plat Book 1. page 38.

Witness my hand and official
seal at Tavares, Fla.

M H Duncan Clerk

I hereby certify that the above is a true and correct copy of the original map - Witness my hand this 20th day of October, 1892.

I hereby certify that the above is a true copy of the original.

Witness my hand January 6th 1893.

H H Duncan Clerk.



Business Impact Estimate Exemption

Ordinance 2025- J, Sangster and Mesh Management Group Keene Road PUD

Summary of Ordinance: **AN ORDINANCE OF THE CITY OF UMATILLA, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING ORDINANCE NO. 2006-A, AS AMENDED, TO ADOPT A MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT CONSISTING OF 18.6 ± ACRES FOR THE HEREAFTER DESCRIBED PROPERTY OWNED BY ROBERT SANGSTER AND MESH MANAGEMENT GROUP, LLC LOCATED SOUTH OF KEENE ROAD AND WEST OF SR 19; AMENDING THE CONCEPTUAL SITE PLAN, DECREASING THE DENSITY AND NUMBER OF RESIDENTIAL UNITS; 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;

¹ See Section 166.041(4), Florida Statutes.

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



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: October 24, 2025

MEETING DATE: November 18, 2025

SUBJECT: Resolution 2025-34 Fiscal Year 2025 Final Budget Amendment

BACKGROUND SUMMARY:

During the fiscal year, the City receives various grants and other revenue sources which change the total amount of the budget. These grants and their associated expenditures need to be incorporated into the final budget and approved by City Council. In the General Fund, this amendment increases the electric franchise fees based on actual receipts as well as incorporates library funding for internet services, the humanities book grant and Police Federal Justice Grants.

RECOMMENDATIONS:

Approval of Resolution 2025-34 Fiscal Year 2025 Final Budget Amendment

FISCAL IMPACTS:

Overall budget increase of \$259,862

ATTACHMENTS:

1. Resolution 2025-34 Final Budget Amendment
 2. Exhibit A Year End revised
-

RESOLUTION 2025 - 34

A RESOLUTION OF THE CITY OF UMATILLA, LAKE COUNTY, FLORIDA, TO PROVIDE FOR CHANGES IN THE FISCAL YEAR 2024-2025 BUDGET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla of Lake County, Florida, found and determined that budget amendments are necessary for the Fiscal Year 2024-2025.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Umatilla, Lake County, Florida, that:

1. The Fiscal Year 2024-2025 Budget is hereby amended by the Umatilla City Council as illustrated in Exhibit A attached hereto.
2. The City Manager is hereby authorized and directed to maintain and amend the budget so as to reflect the anticipated revenue and the appropriation of, and the expenditure of, all funds committed to, or received by the city subsequent to September 30, 2024 and prior to October 1, 2025, in accordance with direction of the City Council as to the appropriation and expenditure of such funds as and when received.
3. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the City Council of the City of Umatilla, Lake County, Florida this 18th day of November, 2025.

Christopher Creech
Mayor

ATTEST:

Approved as to Form:
STONE & GERKEN, PA

Jessica Burnham
City Clerk

Kevin Stone
City Attorney

EXHIBIT A



CITY OF UMATILLA

FISCAL YEAR 2024-2025

BUDGET SUMMARY

	GENERAL FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	ENTERPRISE FUNDS	TOTAL
CASH BALANCES BROUGHT FORWARD	\$2,673,479	\$1,432,589	\$1,445,243	\$36,850,014	\$42,401,325
ESTIMATED REVENUES:					
Ad Valorem Taxes - Millage 7.1089	1,360,850	978,478	-	-	2,339,328
Sales and Use Taxes	76,933	-	459,887	-	536,820
Franchise Fees	412,000	-	-	-	412,000
Utility Service Taxes	482,500	-	-	-	482,500
Communications Services Tax	139,800	-	-	-	139,800
Licenses and Permits	350,000	-	-	-	350,000
Intergovernmental	582,630	3,348	4,873,788	5,002,953	10,462,719
Charges for Services	68,500	690,610	-	3,368,265	4,127,375
Fines and Forfeitures	7,150	500	-	-	7,650
Miscellaneous	175,680	6,875	-	41,667	224,222
Other Financing Sources	655,950	16,500	-	-	672,450
	4,311,993	1,696,311	5,333,675	8,412,885	19,754,864
Total Estimated Revenues and Cash Balances Brought Forward	6,985,472	3,128,900	\$6,778,918	\$45,262,899	62,156,189
ESTIMATED EXPENDITURES/EXPENSES:					
General Government	1,578,177	-	-	-	1,578,177
Public Safety	1,586,755	573,248	-	-	2,160,003
Physical Environment	86,206	-	-	6,507,990	6,594,196
Transportation	633,846	-	6,008,263	2,543,695	9,185,804
Culture & Recreation	822,593	-	-	-	822,593
Economic Environment	-	913,201	-	-	913,201
Debt Service	-	10,078	65,504	63,581	139,163
Other Uses	16,500	105,010	-	550,940	672,450
Total Expenditures / Expenses	4,724,077	1,601,537	6,073,767	9,666,206	22,065,588
Reserves	2,261,395	1,527,363	705,151	35,596,693	40,090,601
Total Appropriated Expenditures/ Expenses and Reserves	\$6,985,472	\$3,128,900	\$6,778,918	\$45,262,899	\$62,156,189



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: November 5, 2025

MEETING DATE: November 18, 2025

SUBJECT: 410 N. Orange Avenue – Property Options and Next Steps

BACKGROUND SUMMARY:

The property at 410 North Orange Avenue has a long history of code violations and unpaid liens. The property is owned by Patricia T. Thompson, Trustee, but City staff have been unable to reach her. The property is believed to be connected to Michael Blazek, who is currently incarcerated.

At the November 4, 2025, City Council meeting, Mr. Sean Wooten, a friend of Mr. Blazek, appeared before Council seeking assistance with the property. The structure remains uninhabitable, and the site continues to present health and safety concerns for the surrounding neighborhood.

Code Enforcement History

- 2017: The City issued a Special Master Order requiring cleanup of junk, debris, and broken windows. A \$25/day fine was imposed for noncompliance.
- 2023: A Utility Lien for \$2,229.37 was recorded for unpaid utility bills.
- 2024–2025: Continued violations led to a new enforcement case. The City performed cleanup work in March 2025, removing trash, vegetation, and debris.
- 2025:
 - A Special Master Order imposed \$5,374.95 in administrative costs and authorized daily fines.
 - A Code Enforcement Lien for \$5,324.96 was recorded to recover the City's abatement costs.

Total liens to date: approximately \$13,000, not including daily fines or interest.

Discussion

The property remains in poor condition with no communication from the property owner. Two options were discussed.

1. Allow Mr. Wooten to Repair the Property.

Allowing Mr. Wooten to fix the property would likely take more time and money because the title is still held in a trust and not in Mr. Blazek's or Mr. Wooten's name. Before any repairs could legally occur, ownership and title issues would need to be resolved through legal proceedings. The property would still carry all existing liens and fines that would have to be resolved before any sale or transfer.

2. City Foreclosure on Liens

The more practical option is for the City to foreclose its liens and have the property sold at auction.

- The City could bid using the total lien amount as credit.

- If another bidder wins, the City would receive payment from the sale.
- If the City wins, it would gain title and be able to clear the property and stop ongoing fines.

Foreclosure offers a faster and more cost-effective solution to resolve the violations, recover City costs, and return the property to compliance.

RECOMMENDATIONS:

Authorize foreclosure of the City's outstanding liens on 410 North Orange Avenue after proper notice.

FISCAL IMPACTS:

ATTACHMENTS:

1. Code Enforcement Order 4922_367
 2. Code Enforcement Order 6531_2454
 3. Thompson Lien 4968_1047
 4. Thompson Lien 6084_2427
 5. Thompson Lien 6514_254
-



RETURN TO:

City Clerk

City of Umatilla

PO Box 2286

Umatilla, FL 32784

CODE ENFORCEMENT SPECIAL MASTER ORDER

CITY OF UMATILLA, STATE OF FLORIDA

In the Matter of:

Patricia T Thompson Trustee

Violation Address: 410 N Orange Avenue

Umatilla, Florida 32784

Mailing Address: 5844 County Road 208

Saint Augustine, FL 32092

Legal Description: Parcel 12-18-26-080000A00104

Alternate Key 1501482

Legal Description UMATILLA, TROWELL'S ADD W 155 FT OF N 94 FT OF S 214 FT OF LOT 1 BLK A PB 1
PG 23 ORB 3858 PG 987

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

This case came before Brenda Smith, Special Master appointed by the City of Umatilla, on the 15th day of February, 2017, on a violation hearing, after due notice having been given to the Respondent in accordance with §162.12, Florida Statutes, and the Special Master having heard testimony under oath of the respective parties present and received evidence as presented, and having been advised by counsel on the issues in this cause, issues these findings of fact and conclusions of law, together with the order of Enforcement contained herein,

Findings of Fact:

1. According to the records of the Lake County Property Appraiser, Patricia T Thompson Trustee is the owner of certain property described above, designated as Parcel 12-18-26-080000A00104 and identified by the Lake County Property Appraiser as Alternate Key 1501482 (referred to herein as the "Subject Property"). The Subject Property lies within the geographic jurisdiction of this tribunal (the City of Umatilla) at 410 N Orange Avenue.
2. A Notice of Hearing was properly served or service was properly attempted upon the above-listed property Owner by certified mail, return receipt requested on the 21st day of January, 20 17 and that, furthermore, the property was posted according to appropriate statutory procedures, which notice and posting contained information sufficient to inform the respondent of the violation, the required remedies to cure the violation, and to inform the respondent of the hearing. Despite service of Notice of Hearing in compliance with Florida Statutes.

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

Section 34 - 16a, Section 34 - 33, IPMC 304.13.

Conclusions of Law:

1. The property Owner identified above, Patricia T Thompson Trustee, Respondent, is in violation of the following City of Umatilla Code of Ordinances/Land Development Regulations; City of Umatilla Code of Ordinances Land Development Regulations Section 34 - 16a, Section 34 - 33, IPMC 304.13.

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

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

Remove remainder of dead tree from property. Mow property and adjoining right-of-way.

Remove all abandoned objects or items from the property, or Move it all inside a building or behind a privacy fence where it is screened from view of adjoining properties or from the public right-of- way. (motor boat, pedal boat, miscellaneous items and junk).

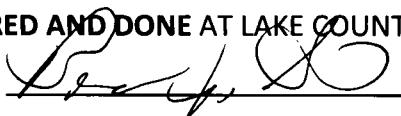
Replace broken glass panes in all broken windows, or Obtain a permit from the City of Umatilla Building Department for the replacement of all broken windows.

Based on the foregoing it is ordered and adjudged that:

1. Violations exist of the following City of Umatilla Code of Ordinances/Land Development Regulations: Section 34 - 16a, Section 34 - 33, IPMC 304.13.
2. Respondent(s) shall cure the violation on or before the 17th day of March, 20 17.
3. If the violation is not cured by the date set forth in the previous paragraph, a fine in the amount of \$ 25.00 per day shall accrue of each day thereafter.
4. A certified copy of this order shall be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator
5. An aggrieved party may appeal this final administrative order to the circuit court within 30 days of the entry thereof.

ORDERED AND DONE AT LAKE COUNTY, FLORIDA ON THIS 15th DAY OF February, 20 17.

By:



Brenda Smith
Code Enforcement Special Master

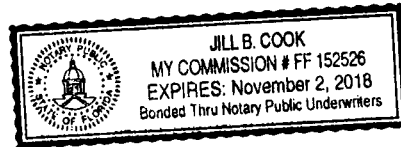
CERTIFICATE OF SERVICE

I hereby certify that a copy of this order has been sent via First Class mail to Respondent,
Patricia T Thompson Trustee, 5844 County Road 208, Saint Augustine, FL 30292, on the 15th day
of March, 20 17.

CITY OF UMATILLA

M. Lambert
Code Enforcement Officer / City Clerk

STATE OF FLORIDA
COUNTY OF LAKE



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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at Umatilla, said County and State, this 15 day of March, A.D. 20 17.

Jill B. Cook
NOTARY PUBLIC
My Commission Expires: Nov. 2, 2018

**BEFORE THE SPECIAL MASTER
CITY OF UMATILLA, STATE OF FLORIDA**

City of Umatilla,
Petitioner,

Case No.:24-00004

vs.

Patricia T Thompson Trustee
Respondent(s).

ORDER OF ENFORCEMENT

This cause came before the Special Master for the City of Umatilla on May 15, 2025, upon allegations that Respondent(s) violated Sec. 34-16(a). High weeds, rubbish, junk, standing water prohibited and IPMC 304.11 Unsafe Conditions. The Special Master, having heard the testimony presented, reviewed the evidence, and being otherwise fully advised, makes the following findings and conclusions of law:

FINDINGS OF FACT

1. Respondent(s) received proper notice of this hearing in accordance with Section, 162.12, *Florida Statutes*.

☐ *Check if applicable:* Respondent(s) attended the hearing.

☒ *Check if applicable:* Respondent(s) did not attend the hearing.
2. Respondent(s) is/are the record owner(s) of the property located at 410 Orange Avenue Umatilla Florida, 32784 in Lake County, Florida (the "Property").
3. On or about April 9, 2024, Respondent(s) has/have maintained the following condition(s) in violation of Sec. 34-16(a). High weeds, rubbish, junk, standing water prohibited; IPMC 304.11 Unsafe Conditions.
4. Repeat Violation (if applicable):

☐ *Check if applicable:* This violation is a repeat violation under Section, 162.04(5), *Florida Statutes*, as determined by a prior Order dated [insert date] in Case No. [insert number].

5. Testimony and evidence [☒ confirmed | ☐ did not confirm] the violation(s).
6. Additional Relevant Facts: None

Based on the foregoing, the Special Master concludes that a violation(s) exists (or did exist) on the Property as of May 15, 2025 and that Respondent(s) is/are responsible.

CONCLUSIONS OF LAW

The Special Master has jurisdiction over this matter under Chapter 2, Article VI, Division 2, of the City of Umatilla Code of Ordinances and Chapter 162, Florida Statutes, as well as any other applicable sections of City Code, Land Development Regulations, or laws of the State of Florida. Notice and due process were provided as required by Section, 162.12, *Florida Statutes*. Based on the evidence presented, the Special Master finds Respondent(s) violated:

Sec. 34-16(a). High weeds, rubbish, junk, standing water prohibited
IPMC 304.11 Unsafe Conditions

ORDER

1. Respondent(s) shall correct the above-listed violation(s) by 30 days from this Order. If Respondent(s) fails/fail to comply by that deadline, a fine shall accrue as set forth below.
2. If the violation(s) is/are not fully corrected by the stated deadline:
 - A daily fine of \$250.00 will begin on the next day and continue until compliance is confirmed;
 - *If repeat violation:* The daily fine may be \$[] or a higher amount as authorized law.
3. Respondent(s) shall pay \$5,374.95 for administrative costs or prosecution costs within 30 days from the date of this Order. Payment shall be made to City of Umatilla.
4. The Clerk may record a certified copy of this Order in the Public Records of Lake County, and any recording costs may be charged against Respondent(s) as part of the fine. Said Order shall constitute a lien against Respondent(s), the Property, and any other real or personal property owned by Respondent(s), in accordance with Section 162.09(3), *Florida Statutes*.

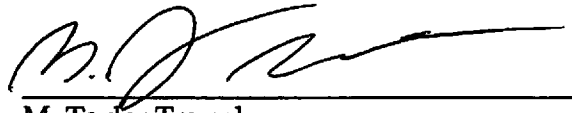
5. Respondent(s) must contact Code Enforcement at 352-669-3125 mlambert@umatillafl.org upon remedying the violation(s), so that an inspection can confirm compliance.

6. Additional Provisions (as needed):

☐ If Respondent(s) cannot meet the deadline but has/have shown diligent efforts, Respondent(s) may request a written extension from the Special Master before the date of compliance.

☐ Any other unique condition(s): (e.g., no certificate of occupancy, etc.).

DONE AND ORDERED in City of Umatilla, Lake County, Florida, on this 20th Day of May, 2025.



M. Taylor Tremel
Special Master
City of Umatilla, Florida

NOTICE OF APPEAL RIGHTS

Under Section, 286.0105, *Florida Statutes*, a party deciding to appeal any decision made by the Special Master with respect to any matter considered at a public hearing will need a record of the proceedings. It is the party's responsibility to ensure a verbatim record is made.

Under Section, 162.11, *Florida Statutes*, any appeal of a final administrative order must be filed in the Circuit Court of Lake within thirty (30) days of the Order's execution.



OFFICE OF CODE ENFORCEMENT

CERTIFICATE OF SERVICE

I, Clerk of the City of Umatilla, hereby certify that this is a true and accurate copy of the Order of Enforcement and that a copy of this Order has been sent via First Class Mail to Patricia T Thompson at 5344 County Rd 208, St. Augustine, FL 32092 on this 20th day of May, 2025.

CITY OF UMATILLA

Jessica Burnham
Jessica Burnham, City Clerk

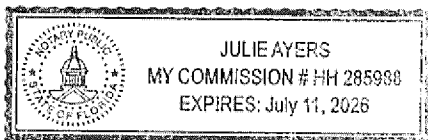
STATE OF FLORIDA)

) ss
COUNTY OF LAKE)

Sworn to (or affirmed) and subscribed before me this 20th day of May, 2025 by Jessica Burnham (name of person making statement), who is

☒ personally known to me

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



Julie Ayers
Notary Public



Case No. 16-00015
410 N. Orange Ave

CITY OF UMATILLA
OFFICE OF CODE ENFORCEMENT

AFFIDAVIT OF NON-COMPLIANCE

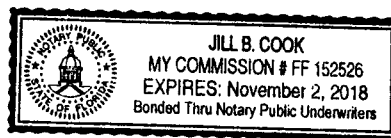
For: Patricia T Thompson Trustee
5844 County Road 208
Saint Augustine, FL, 32092

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

1. That on February 15, 2017, the Code Enforcement Special Master held a public hearing and issued an order of enforcement.
2. That pursuant to said order, Respondent was to have taken certain corrective action by or before March 17, 2017.
3. That a re-inspection was made on March 31, 2017.
4. That the re-inspection revealed that the corrective actions ordered by the Special Master on February 15, 2017 have not been taken.
5. That a true copy of the Code Enforcement Hearing Notice was furnished by U.S. Mail to 5844 County Road 208, Saint Augustine, FL, 32092.


Misti Lambert, Code Enforcement Officer

State of Florida)
)SS
County of Lake)



Sworn and subscribed to me this 22 day of June, 2017
by the affiant, who is personally known to me.


Notary Public



CITY OF UMATILLA
KAREN HOWARD
PO BOX 2286
UMATILLA FL 32784

CASE NO. 16-00015

IN THE MATTER OF: Patricia T Thompson Trustee

ORDER IMPOSING FINE / LIEN

This matter was heard by the Special Master on June 21, 2017 at a Certification of Fine / Lien Hearing based on a prior Order entered in this matter by the Special Master during a regularly scheduled hearing held on February 15, 2017.

At the February 15, 2017 Hearing, the Special Master took evidence and testimony under oath from the City and gave opportunity to Patricia T Thompson Trustee to give evidence and testimony under oath.

Based on the testimony given under oath and relevant evidence presented at the February 15, 2017 Hearing, the Special Master issued a Finding of Fact and Conclusion of Law and thereupon issued an oral Order, which was reduced to writing and furnished to Patricia T Thompson Trustee.

Said Order required Patricia T Thompson Trustee to take certain corrective action by March 17, 2017, as more specifically set forth in that Order.

An Affidavit of Non-Compliance, bearing the re-inspection date of March 31, 2017 has been filed with the Special Master by the Code Inspector, which Affidavit certifies under oath that the required corrective action was not taken as ordered.

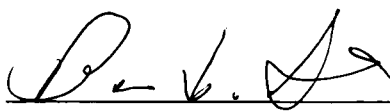
Accordingly, it having been brought to the Special Master attention that Patricia T Thompson Trustee has not complied with the Order dated February 15, 2017, it is hereby ORDERED that Patricia T Thompson Trustee pay to the City of Umatilla a fine in the amount of \$25.00 per day after March 17, 2017 for each and every day the violation(s) exist(s) and continue to exist at UMATILLA, TROWELL'S ADD W 155 FT OF N 94 FT OF S 214 FT OF LOT 1 BLK A PB 1 PG 23 ORB 3858 PG 987 (410 North Orange Ave, Umatilla, FL Parcel ID 12-18-26-080000A00104), described as:

Objects or items and accumulations placed or left outdoors (boats, rubbish on porch, accumulations of personal property etc.) is unsightly and an eyesore from adjoining properties or from the public right-of-way.

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

DONE AND ORDERED THIS 21 DAY OF JUNE, 2017.

Code Enforcement Special Master of the City of Umatilla, Florida

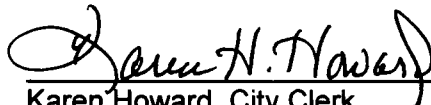
By: 
Brenda Smith, Special Master

CERTIFICATE OF SERVICE

I, Clerk of the City of Umatilla, hereby certify that this is a true and accurate copy of the Order of Enforcement and that a copy of this Order has been sent via First Class Mail to Patricia T Thompson Trustee at 5844 COUNTY ROAD 208, SAINT AUGUSTINE, FL 32092 ON THIS 23rd DAY OF June, 2017.



CITY OF UMATILLA

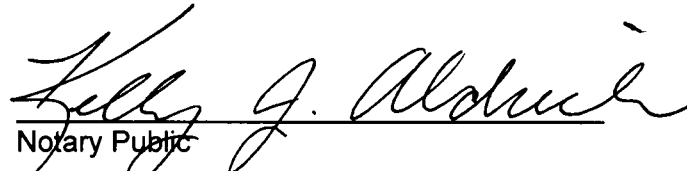

Karen Howard, City Clerk

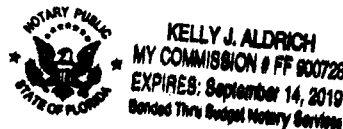
STATE OF FLORIDA
COUNTY OF LAKE

Sworn to (or affirmed) and subscribed before me this 23 day of JUNE, 2017 by KAREN H. HOWARD (name of person making statement) who is:

☒ personally known to me

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


Notary Public



This Instrument Prepared by
and Return To:
City Clerk
City of Umatilla
P.O. Box 2286
Umatilla, FL 32784

For Recording Use only above line

CLAIM OF LIEN

STATE OF FLORIDA
COUNTY OF LAKE

Before me, the undersigned Notary Public, personally appeared Jessica Burnham, who was duly sworn and says that he or she is the City Clerk of the lienor, the **CITY OF UMATILLA, FLORIDA**, whose address is 1 South Central Avenue, Umatilla, Florida 32784, and furthermore,

- A. that City Ordinance 1988-F codified at Section 56-31, Code of Ordinances of the City of Umatilla, provides for a lien for unpaid charges for utility service upon the premises in receipt thereof;
- B. that the lien secures the amount of any bill for utility services which remains unpaid thirty (30) days after it has been rendered, together with all charges for utility services served subsequent to the period covered by the bill and all costs and legal fees incident to the collection of such unpaid charge;
- C. that a Utility Lien has been created, established and levied as provided by ordinance, and this Notice is effective as of the date set forth below;
- D. and that the City of Umatilla hereby asserts a claim of lien for unpaid utility bills upon the following described property located in Lake County, Florida:

INSERT LEGAL DESCRIPTION - N.J. TROWELL'S PLAN OF UMATILLA PB 1 PG 23 W 155 FT OF N 94 FT OF S 214 FT OF LOT 1 BLK A ORB 3858 PG 987

INSERT PROPERTY ADDRESS – 410 Orange Ave, Umatilla, FL 32784

INSERT PARCEL ID- 12-18-26-0800-00A-00104

INSERT RECORD OWNER NAME- THOMPSON PATRICIA T TRUSTEE

- E. that the claim of lien is to secure payment of unpaid utility bills in the following amounts that were due upon the dates indicated:

BILL	DATE	AMOUNT
30150007-7 Jones Rebecca	1/26/2023	\$2,229.37
	TOTAL:	\$2,229.37

The balance secured by said lien shall bear interest at the statutory rate from the date hereof until paid in full. Said lien shall also secure all applicable late fees, attorney's fees, and costs. The lien shall be a continuing lien on the property and shall include and secure all subsequent utility charges, base rates and related penalties incurred on the subject property until such time as the lien is satisfied. Pursuant to Section 159.17 and Section 153.67, Florida Statutes, to the extent applicable, said lien shall have priority over all other liens except the lien of the state, county, and municipal taxes, and shall be on a parity with the lien of such state, county and municipal taxes.

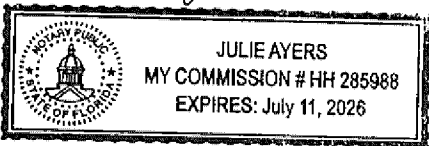
IN WITNESS WHEREOF, the City of Umatilla has set its hand and seal this 26 day of January 2023

CITY OF UMATILLA

By: Jessica Burnham
Jessica Burnham
City Clerk



The foregoing instrument was acknowledged before me by means of
☒ physical presence or ☐ online notarization this
26 day of January 2023 by
Jessica Burnham who is personally known to me or
[] who has produced _____
As identification. _____
Notary Signature Julie Ayers My commission expires 7-11-2026



CITY OF UMATILLA, FL - CODE ENFORCEMENT
AFFIDAVIT OF ABATEMENT and NOTICE OF LIEN

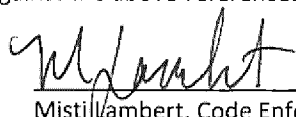
Property Owner: Patricia T Thompson Trustee
Mailing Address: 5844 County Road 208
St Augustine, FL 32092

Case #24-00004
Property Address: 410 N Orange Avenue
Alt Key: 1501482

STATE OF FLORIDA
COUNTY OF LAKE

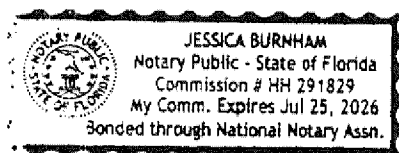
Before me, the undersigned authority, personally appeared Misti Lambert, Code Enforcement Officer for the City of Umatilla, FL who, after being duly sworn, deposes and states:

- 1 On **April 9, 2024**, the property located at **410 N Orange Avenue** was found to be in violation of the City of Umatilla Code of Ordinances due to the accumulation of trash, junk, and debris in the front, side, and rear yards. The structure on the premises exhibited visible damage and deterioration, rendered it unfit for human occupancy. An abandoned, inoperable vehicle was also present in the front yard, along with additional code and structural violations.
- 2 The non-structural violations were not corrected despite initial notice and contact with occupants, **Michael and Kim Blazek**, who were informed of the code violations and the steps required to bring the property into compliance.
- 3 A Correction Notice dated **October 28, 2024**, was sent via U.S. Mail to the property owner and posted on the premises. The notice provided a compliance deadline of **November 15, 2024**.
- 4 As of that deadline, the property remained noncompliant and appeared abandoned. A **10-day Abatement Notice** was posted on the property and mailed via U.S. Mail to **Patricia T. Thompson, Trustee**, at the address listed on the Lake County Property Record Card. The notice was also posted in three visible locations on the property on **February 19, 2025**.
- 5 The notice included a non-binding cost estimate of \$1,0000.00 for abatement services, calculated using FEMA-approved rates, and included additional administrative costs.
- 6 A re-inspection of the property was conducted on **March 3, 2025**, to assess compliance.
- 7 At the time of re-inspection, it was determined that the violations had not been adequately addressed. Although the abandoned vehicle had been removed and a small portion of the yard had been cleared, the property remained in violation.
- 8 On **March 9–10, 2025**, the City of Umatilla Public Works Department performed abatement services, which included the removal of overgrown vegetation, trash, debris, tires, and discarded appliances. Additional violations, not initially visible, were discovered in the rear yard. The total cost of abatement was **\$5,324.96** which includes labor, equipment uses, disposal fees, and administrative charges.
- 9 The structure remains uninhabitable and has been posted accordingly.
- 10 Photographic documentation evidence the condition of the property before and after abatement.
- 11 Pursuant to the authority granted by the City of Umatilla Code of Ordinances and **Chapter 162, Florida Statutes**, the City hereby claims a **lien in the amount of \$5,324.96** against the above-referenced property for costs incurred in the abatement of public nuisances.


Misti Lambert, Code Enforcement Officer

Sworn to and subscribed before me this 17th day of April, 2025 by Misti Lambert, who is personally known to me.


Notary Public





Umatilla Public Library FY 24-25

October 2025

Library Monthly Reports FY 25-26

	Oct-25	Q 1	FY 25-26
Visits (<i>door count halved</i>)	4,589	4,589	4,589
Checkouts	2,809	2,809	2,809
E-Books (digital)	588	588	588
Total Circulation	3,397	3,397	3,397
FL ILL Received	1	2	2
FL ILL Lent	1	1	1
New Patrons	46	46	46
Patron Computer Sessions	490	490	490
Wi-Fi Clients Served	Not Avail.	-	-
Adult Volunteer Hours	-	-	-
Attendance Family Programs	380	380	380
Attendance Adult Programs	100	100	100
Attendance Teen Programs	106	106	106
Attendance Juvenile Programs	400	400	400
Total # of Programs	63	63	63
Meeting room Rental	-	-	-
Cash to city (including cc)	\$731.04	\$731.04	\$731.04

Highlights

Our first library “Trunk or Treat” was a great success. The city police department came out in support, as did our local firefighters with the fire truck. Children received candy from the Friends of the Library and library staff as well. There was also cuddling with a baby goat at the petting zoo. Inside the library we welcomed five new families and registered a small stack of new library cards. Thank you to everyone who participated.

The city’s “Tall, Terrifying Tales, and True-ish Stories” welcomed many new library patrons at an adult after-hours event. Stories by Dalton Yancey and Judge Bill Milton, Adam Bolton, Misti Lambert and more celebrated the local legends. Kudos go to Adam Bolton for creating and spearheading this event.

“Literary Society Reads the Classics: The Tenant of Wildfell Hall” continues to inspire both deep discussion and peals of laughter. After the group played the [Shakespeare Bracket](#), the winning selection for December’s meeting is Shakespeare’s “The Winter’s Tale.” The club is excited to learn why the most famous stage direction in literature is, “Exit, pursued by a bear.”

UMATILLA POLICE DEPARTMENT PRESS RELEASE

October 21, 2025 through October 27, 2025

ARREST

n/a

CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

10/21/2025	4:56 a.m.	Lincoln Nicastro, Mildred Leesburg	Driving while license suspended or revoked 2 nd subsequent conviction.
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REPORTS FILED

10/21/2025	12:21 a.m.	Officers responded to the area of Maple Tree Drive reference a person needing medical assistance. Person was turned over to EMS.
10/21/2025	2:00 p.m.	Officers responded to the area of Old Mill Stream reference a theft. Report was taken.
10/21/2025	4:01 p.m.	Officers responded to the area of South Central Avenue to a person needing medical attention. Person was turned over to EMS.
10/22/2025	12:20 p.m.	Officers assisted Umatilla Fire Rescue with a patient in the area of Carroll Street. Person was turned over to EMS.
10/23/2025	10:22 a.m.	Officers responded to the area of Ace Hardware reference a person causing a disturbance and going from business to business. Officers were able to speak with the person and he left.
10/23/2025	6:47 p.m.	Officers were called to the area of Cassady Street and North Orange Lane reference a verbal dispute in progress. Upon arrival there was no dispute.
10/25/2025	4:47 a.m.	Officers responded to a business alarm at Taco Bell all was secure.
10/25/2025	8:48 p.m.	Officers responded to a residence in the area of West Ocala Street reference a person needing medical attention. Person did not meet Baker Act criteria.
10/26/2025	2:34 a.m.	Officers responded to the Circle K located at 42404 State Road 19 reference a suspicious incident. Parties were gone on arrival.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

October 21, 2025 through October 27, 2025

ARREST

10/26/2025	8:17 a.m.	Officers responded to the Circle K located at 42404 State Road 19 reference a suspicious incident. Complainant did not wish to write a statement and parties were gone on arrival.
10/27/2025	12:22 a.m.	Officers responded to suspicious incident at the Circle K located at 391 North Central Avenue. Officers viewed video footage of 2 juveniles reference theft. It was unfounded.

ARRESTS	1
DISPATCHED CALLS	114
TRAFFIC STOPS	25
TRAFFIC CITATIONS ISSUED	8

UMATILLA POLICE DEPARTMENT PRESS RELEASE

October 28, 2025 through November 3, 2025

ARREST

10/30/2025	2:14 p.m.	Baker, Stacey Umatilla	Picked up on a warrant for: Shooting or throwing a deadly missile into dwelling, vessel or vehicle; Criminal Mischief; Trespass of occupied dwelling.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a			
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REPORTS FILED

10/29/2025	1:07 a.m.	Officers responded to the Circle K located at 42404 State Road 19 reference a person locked themselves in the bathroom. Person was trespassed.
10/29/2025	5:41 p.m.	Officers assisted the Lake County Sheriffs office in the area of Jamestown Street reference a person needing medical attention. Call was turned over to a deputy with the Lake County Sheriffs office upon their arrival.
10/31/2025	1:49 a.m.	Officers responded to Taco Bell located at 356 North Central Avenue reference a business alarm. Ground level secure.
10/31/2025	8:31 p.m.	Officers responded to the Dollar General located at 42420 State Road 19 reference narcotics being found. The narcotics were collected and placed into evidence to be destroyed.
10/31/2025	10:19 p.m.	Officers responded to 9 North Restaurant located at 9 North Central Avenue reference found property. That property was submitted into property and evidence at the Umatilla Police Department. That property was turned over to the owner on 11/03/2025.

ARRESTS	0
DISPATCHED CALLS	113
TRAFFIC STOPS	31
TRAFFIC CITATIONS ISSUED	5