



UMATILLA CITY COUNCIL MEETING

December 2, 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 18, 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.

CONSENT AGENDA

NEW BUSINESS

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

2. First Reading of Ordinance No. 2025-L, Land Development Regulations Update - Chapter 9
3. First Reading Ordinance No. 2025-M, Certified Recovery Residences/Reasonable Accommodations
4. First Reading of Ordinance No. 2025-N, Solid Waste Collection Franchise Agreement
5. Resolution No. 2025-30B Fee Schedule Update
6. Final Reading of Ordinance No. 2025-J, Sangster and Master Management Group Keene Road PUD

DISCUSSION

7. Discussion on City Council Salaries

REPORTS

8. City Attorney Report

9. Staff Reports

ADJOURNMENT

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

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

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



UMATILLA CITY COUNCIL MEETING

November 18, 2025, at 6:00 PM

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

MINUTES

CALL TO ORDER

Having been duly advertised as required by law, Mayor Creech called the Regular City Council Meeting to order at 6:05 pm.

ROLL CALL

MEMBERS PRESENT

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

NOT PRESENT

ALSO PRESENT

Aaron Mercer, City Manager
Adam Bolton, Assistant City Manager
Jennifer Cotch, City Attorney
Jessica Burnham, City Clerk
Regina Frazier, Finance Director
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
- November 4, 2025, Regular City Council Minutes

MOTION BY COUNCIL MEMBER CROCKETT TO APPROVE NOVEMBER 4, 2025, REGULAR CITY COUNCIL MINUTES; SECONDED BY COUNCIL MEMBER FETTEROLF. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

PRESENTATIONS

PUBLIC COMMENT

Mayor Creech opened public comment.

Charelle Buress of the Umatilla Chamber of Commerce provided an update to the council, noting that the Chamber has reached 100 members. She also shared information about recent and upcoming events, including a breakfast on the 20th and the Christmas parade on December 13th.

Mayor Creech closed public comment.

NEW BUSINESS

2. Election of Mayor and Vice Mayor

MOTION BY COUNCIL MEMBER DURBIN TO REAPPOINT CHRISTOPHER CREECH AS MAYOR; SECONDED BY VICE MAYOR ADAMS. MOTION PASSED BY A ROLL CALL VOTE.

Council Member Durbin	YES
Vice Mayor Adams	YES
Council Member Crockett	YES
Council Member Fetterolf	YES
Mayor Creech	YES

MOTION BY VICE MAYOR ADAMS TO APPOINT ZACK DURBIN AS VICE MAYOR; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A ROLL CALL VOTE.

Vice Mayor Adams	YES
Council Member Crockett	YES
Council Member Fetterolf	YES
Council Member Durbin	YES
Mayor Creech	

3. Contract Approval with CPH and the City of Umatilla for CCNA Engineering Services

Mr. Mercer provided the Council with background on the agenda item, explaining that following the Council's approval of staff's ranking for the recent Request for Qualifications (RFQ), CPH Engineers has submitted a two-year continuing services contract. He noted that upcoming projects under CPH's design work include the CDBG water line replacement project and the latest appropriations-funded water line projects.

MOTION BY COUNCIL MEMBER ADAMS TO APPROVE THE CONTRACT WITH CPH AND THE CITY OF UMATILLA FOR CCNA ENGINEERING SERVICES; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

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

City Attorney Cotch read the Resolution by title.

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.

Attorney Cotch provided the Council with background on the agenda item. She explained that at the September 2, 2025 City Council meeting, staff presented a proposal for the City to purchase the paved parking area on Cassady Street—located across from the City’s skate park—from the First Baptist Church of Umatilla for \$100,000. At that time, the Council directed staff to proceed with preparing the necessary contract documents and funding arrangements.

Since then, staff has confirmed that the acquisition aligns with the adopted CRA Redevelopment Plan and is eligible for CRA Trust Fund financing. The property lies within the CRA district boundaries 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, establishing a purchase price of \$100,000, with closing expected on or after November 19, 2025. The contract also states that the City will cover all reasonable and customary closing costs.

This 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.

MOTION BY VICE MAYOR DURBIN TO APPROVE RESOLUTION NO. 2025-36, AUTHORIZING CITY MANAGER TO EXECUTE DEED AND CLOSING DOCUMENTS FOR PURCHASE AND SALE OF 59 N. TROWELL AVENUE; SECONDED BY COUNCIL MEMBER ADAMS. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

PUBLIC HEARING / ORDINANCES / RESOLUTIONS

5. First Reading of Ordinance No. 2025-J, Sangster and Master Management Group Keene Road PUD
Attorney Cotch read the Ordinance by title.

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.

Ms. Sherie Lindh of LPG Planners provided the Council with an overview of the agenda item. She explained that the property owner is requesting a rezoning from Planned Unit Development (PUD) to Low Density Residential (R-3). The existing PUD (Ordinance 2006-A) permits up to 40 single-family homes with a minimum lot width of 75 feet at the front setback line, equating to 2.1 units per acre.

The applicant instead proposes to use the existing lots shown on the underlying plat, which include five lots of approximately one acre each, two lots of approximately six acres each, and one lot of approximately two acres—eight lots total, resulting in a density of approximately 0.43 units per acre.

Mayor Creech opened public comment.

No one spoke.

Mayor Creech closed public comment.

MOTION BY COUNCIL MEMBER FETTEROLF TO APPROVE FIRST READING OF ORDINANCE NO. 2025-J, SANGSTER AND MASTER MANAGEMENT GROUP KEENE ROAD PUD; SECONDED BY COUNCIL MEMBER ADAMS. MOTION PASSED BY A ROLL CALL VOTE.

Council Member Fetterolf	YES
Council Member Adams	YES
Council Member Crockett	YES
Vice Mayor Durbin	YES
Mayor Creech	YES

6. Resolution 2025-34 Fiscal Year 2025 Final Budget Amendment

City Attorney Cotch read the Resolution by title.

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.

Ms. Frazier provided the Council with an overview of the agenda item and explained that, throughout the fiscal year, the City receives various grants and revenue sources that alter the total budget amount. These grants and their associated expenditures must be incorporated into the final budget and approved by the City Council.

For the General Fund, this amendment increases electric franchise fee revenue based on actual receipts and includes additional funding for library internet services, the Humanities Book Grant, and Police Federal Justice Grants.

Mayor Creech opened public comment.

No one spoke.

Mayor Creech closed public comment.

MOTION BY COUNCIL MEMBER ADAMS TO APPROVE RESOLUTION NO. 2025-34, FISCAL YEAR 2025 FINAL BUDGET AMENDMENT; SECONDED BY COUNCIL MEMBER CROCKETT. MOTION PASSED BY A UNANIMOUS VOICE VOTE.

DISCUSSION

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

Attorney Cotch briefed the Council on the long-standing code violations and unresolved liens at 410 N. Orange Avenue. The property remains unsafe and uninhabitable, with approximately \$13,000 in existing liens that continue to increase due to daily fines, and no communication from the listed owner, Patricia Thompson, whose property is believed to be connected to incarcerated individual Michael Blazek.

A friend of Mr. Blazek, Sean Wooten, had previously requested assistance, but because the property is held in a trust and ownership issues remain unresolved, allowing him to make repairs would require lengthy legal action and would not address the existing liens.

Two options were presented:

1. Allow Mr. Wooten to repair the property – considered impractical due to title complications, unresolved liens, and the time required to clear ownership.
2. City foreclosure on the liens – identified as the more efficient option. Foreclosure would allow the property to be auctioned; the City could bid using its lien amount or receive payment if another bidder purchases it. This approach would most effectively resolve the violations, stop accruing fines, recover City costs, and return the property to compliance.

The Council discussed the matter and reached consensus to move forward with the foreclosure process.

REPORTS

8. Staff Reports

Assistant City Manager Bolton had nothing to report.

City Manager Mercer reported on the remaining Hurricane Milton recovery funds that had not yet been utilized. He explained that the state had allocated money for rebuilding Water Plant No. 2, and staff compiled and submitted the necessary documentation. As a result, the City has been awarded \$3.88 million to fully fund the reconstruction of the facility.

City Attorney Cotch had nothing to report.

Council Member Fetterolf had nothing to report.

Council Member Crockett

Council Member Crockett asked about revisiting a council pay study and requested that the item be brought back at a future meeting for comparison with compensation in surrounding cities.

Council Member Adams thanked the City for staying proactive with sewer and water system upgrades and encouraged everyone to visit the museum.

Mayor Creech also thanked the City for staying proactive with the sewer and water system upgrades.

Vice Mayor Durbin inquired about parking signs, specifically one addressing overnight parking and two-hour limits. Chief Seeley stated he would look into the matter.

Chief Seeley recognized Sergeant Jeff McNeal for his recent achievement with the Lake County SWAT team, which placed 4th overall in an international SWAT team competition.

Ms. Frazier had nothing to report.

Mr. Nilson had nothing to report.

Ms. Stultz had nothing to report.

ADJOURNMENT

With no further business for discussion, the meeting adjourned at approximately 6:59 p.m.

Jessica Burnham, CMC, FCRM
City Clerk

Christopher R Creech, Mayor



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: November 21, 2025

MEETING DATE: December 2, 2025

SUBJECT: First Reading of Ordinance No. 2025-L, Land Development Regulations Update - Chapter 9

BACKGROUND SUMMARY:

Chapter 9 of the City's Land Development Code describes how land can be split or subdivided. The current chapter is old and does not match state law, in particular, Chapter 177, Florida Statutes, which controls how plats must be surveyed, prepared, and recorded.

To bring the City's code into compliance and to make the subdivision process clearer for property owners, surveyors, and staff, a complete rewrite of Chapter 9 was prepared. The new Chapter 9 updates procedures, clarifies definitions, modernizes development standards, and simplifies minor lot splits and small subdivisions. The update also removes the old prohibition on flag lots and replaces it with simple access standards so that property owners with irregular or narrow parcels can legally create new lots when zoning allows.

Summary of Key Changes:

- Updates the Code to meet current state platting laws
- Simplifies minor subdivisions and lot splits
- Allows flag lots with minimum access requirements
- Clarifies review steps for TRC, Planning & Zoning, and City Council

RECOMMENDATIONS:

Staff recommends approval of Ordinance 2025-L updating Chapter 9 of the Land Development Code.

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Ordinance No. 2025-L, LDC Chapter 9
 2. Redline_CHAPTER 9
 3. business-impact-estimate-_Ord 2025-L
-

ORDINANCE NO. 2025-L

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; REPEALING IN ITS ENTIRETY CHAPTER 9, “SUBDIVISIONS AND PLATS,” AND REPLACING IT WITH A NEW CHAPTER 9 ENTITLED “SUBDIVISIONS AND PLATS”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Umatilla has adopted a Land Development Code (LDC) to implement and enforce the City’s Comprehensive Plan and to regulate the subdivision, use, and development of land within the City; and

WHEREAS, the existing Chapter 9, “Subdivisions and Plats,” has been in effect for several years and requires updating to reflect current statutory requirements, best practices in land development review, and local procedural improvements; and

WHEREAS, the City Council finds that a complete replacement of Chapter 9 is necessary to ensure consistency with the Florida Statutes, Chapter 177, and to promote efficient, orderly, and coordinated subdivision review and approval; and

WHEREAS, the Planning and Zoning Board has reviewed the proposed new Chapter 9 and recommended approval after public hearing; and

WHEREAS, the City Council of the City of Umatilla, after public hearing, has determined that adoption of the new Chapter 9 serves the public health, safety, and welfare and is consistent with the City’s Comprehensive Plan;

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

Section 1. Amendment to Land Development Code. Chapter 9 of the City of Umatilla Land Development Code, entitled “*Subdivisions and Plats*,” is hereby repealed in its entirety and replaced with the following new Chapter 9, attached hereto as Exhibit “A”, and incorporated herein by reference as though fully set forth herein.

Section 2. Codification. It is the intent of the City Council that this Ordinance be codified into the City of Umatilla Land Development Code, and the sections of the new Chapter 9 shall be renumbered or re-lettered as necessary to achieve proper codification.

Section 3. Conflicts. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect immediately upon adoption by the City Council of the City of Umatilla, Florida.

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

CITY OF UMATILLA, FLORIDA

By: _____
Christopher R. Creech, Mayor

ATTEST:

Jessica Burnham, City Clerk, CMC, FCRM

Approved as to Form:

Jennifer Cotch, City Attorney

CHAPTER 9

SUBDIVISIONS AND PLATS

SECTION 1:— TITLE.

This Chapter, the terms and provisions contained herein, shall be known as the “Subdivision and Platting Ordinance” of the City of Umatilla, Florida.

SECTION 2:— APPLICABILITY.

The requirements set forth in this Chapter shall be applicable to all portions of the City of Umatilla.

SECTION 3:— PURPOSE AND INTENT

The public health, safety, and general welfare of the citizens of Umatilla require the harmonious and orderly development of land within the incorporated area of the City. It is the intent of the Chapter for each new subdivision:

- a) a) To conform with minimum standards of subdivision design, established by this Chapter, which will result in the development of safe, stable communities, and the prevention of unhealthy living environments;
- b) b) To have necessary improvements to avoid such improvement being a burden upon the taxpayers of the community;
- c) c) To have efficient, adequate utilities and services;
- d) d) To have safe, adequate, and convenient ~~patters~~patterns for the circulation of vehicular and -pedestrian traffic;
- e) e) To provide adequate protective flood control and drainage;

- f) f) To have designs and improvements that control pollution and erosion, safeguarding the _____ natural resources of the ~~city;~~ City;
- g) g) To provide adequate open space, light, solar rights, air, privacy and recreational area _____ and to prevent overcrowding of the land and undue congestion of the ~~population;~~
- h) h) To provide safety from fire, flood, natural disasters and other dangers;
- i) i) To provide reasonable, fair and uniform application of standards of design and _____ procedures for the subdivision and platting of land to ensure proper legal ~~descriptions~~ and monumenting of subdivided land;
- j) j) To preserve the natural beauty and topography of the ~~city~~City; and
- k) k) To provide for safe and sanitary sewage disposal, adequate potable water supplies _____ and the protection of groundwater system.

SECTION 4:- DEFINITIONS

See Chapter 2, “Definitions and Interpretations”

SECTION 5:- COMPLIANCE REQUIRED; EXEMPTIONS.

- a) a) Unlawful Activity.

- It shall be unlawful and subject to the penalties provided herein for any person to:

- 1) 1) Create a subdivision without first complying with the provisions of this _____ Chapter and filing a plat approved by the City Council unless exempt ~~under~~ _____ Section 5(b).

- 2) 2) Divide property by any means for the purpose of sale or transfer of title _____ unless _____ each of the resulting parcels has at least the minimum area and ~~width~~

_____ requirements prescribed by the zoning regulations and land use plan ~~—of~~
_____ Umatilla as applied to the lots created, unless exempt under Section
_____ 5(b).

~~3)~~ 3) _____ Commence the construction of any improvements required under this
_____ Chapter without first having obtained a land development permit from the
_____ City of _____ Umatilla or fail to construct or maintain improvements in
_____ accordance with an _____ approved land development permit, plat approval or
requirements of this Chapter.

~~4)~~ 4) _____ Create a public or private right-of-way (street) without platting in
accordance _____ with the applicable provisions of this Chapter.

~~5)~~ 5) _____ Divide any lot or tract in a recorded or unrecorded subdivision located
within the city limits that was approved by the appropriate local ~~—government~~ or the City
_____ Council of the City of Umatilla in a manner which ~~—results~~ in a construction site
_____ smaller than or inconsistent with the ~~—~~ surrounding lots in the subdivision
unless _____ approved by the Planning and
_____ Zoning Board.

~~A)~~ A) _____ Any request to divide a lot or tract in such a manner shall be
_____ reviewed and considered as follows:

~~1)~~ 1) _____ The Technical Review Committee (TRC) may review the
request _____ and make a recommendation to the Planning and ~~—Zoning~~
Board.

~~2)~~ 2) _____ The Planning and Zoning Board at a public hearing shall
review the request and approve, approve with conditions, or ~~—deny~~ the
_____ request.

~~B)~~ B) _____ Written notice of the public hearing shall be mailed certified to
each property owner of property in the subdivision at least fifteen ~~—(15)~~
days in advance of the hearing.

~~C)~~ C) _____ Prior to approval of a lot split, the Planning and Zoning Board
shall _____ determine that:

- 1) ~~1)~~ No substantial negative neighborhood impacts are anticipated as a result of the split or subsequent similar neighborhood lot splits;
- 2) ~~2)~~ The resulting lots conform to applicable city zoning requirements and state regulations;
- 3) ~~3)~~ The resulting lots are buildable under current regulations;
- 4) ~~4)~~ No substantial adverse impacts on existing infrastructure are anticipated, as the result of the split or subsequent similar neighborhood lot splits, via the resulting increase in density or ~~intensity~~ intensity of use;
- 5) ~~5)~~ The impacts of the split or potential splits will not degrade adopted levels of service to unacceptable levels, pursuant to the provisions of Chapter 4, "Concurrency Management System"; and
- 6) ~~6)~~ The applicant certifies that (s)he knows of no recorded deed restrictions or covenants which would prohibit the division or splitting of the lots.

b) b) Exemptions.

- The following activities shall be exempt from the provisions of this Chapter, unless otherwise noted.

- 1) ~~1)~~ Creation ~~of equal or larger~~ building sites from ~~lots~~ Lots of ~~record~~ Record.

A) ~~A)~~ The combination or recombination of all or a portion of previously created parcel of record where the newly created or residual parcels comply with all applicable zoning district dimensional criteria, or where applicable, the regulations governing nonconformities.

B) ~~B)~~ The combination or recombination of all or a portion of previously platted parcels ~~or~~ of record are exempt where none of the newly created or residual parcels contain less area, width or depth than the smallest of

the original parcels of record being combined and ~~no streets of any kind or public easements are created, changed or~~ extinguished, vacated.

- 2) 2) Boundary settlements. Any conveyance between adjoining landowners if:
- A) A) The purpose of the conveyance is to adjust or settle the common boundary line between adjoining landowners;
 - B) B) The deed of conveyance or other legal instrument states such purpose and is recorded in the official records of Lake County; and
 - C) C) The resulting parcel(s) conform to the applicable zoning district dimensional criteria.
- 3) 3) Conveyance to government. Any division of land for the purpose of conveying land to any federal, state, or local government entity or agency ~~or public utility, provided such conveyance is accepted by the grantee by~~ ~~an instrument recorded in the public records of Lake County.~~
- 4) 4) Minor subdivisions. A minor subdivision shall be exempt from the review and approval of a plat, ~~however development plans meeting the requirements of this Code shall be approved as outlined in Section 5(a)(5).~~ A minor subdivision is defined as meeting all of the following criteria:
- A) A) An overall tract in single ownership is divided into no more than three (3) lots.
 - B) B) No new streets are proposed or required.
 - C) C) No dedication of right-of-way, drainage areas, conservation areas or other publicly maintained property is proposed or required.
- D) D) All proposed lots meet or exceed the dimensional requirements of this Code, and required easements for utility, drainage, conservation, or other purposes are delineated for transfer to the City as part of the development order. Required frontage may be provided directly or through an access corridor serving a flag-lot configuration.

~~E)~~ E) The proposed division is not part of an overall tract previously approved _____ as a minor subdivision. ~~(1997-B-5 years)~~ Once an original parcel has been divided pursuant _____ to this subsection, no further subdivision or lot split of the resulting lots _____ shall be approved under this subsection.

~~Flag~~F) The request for a minor subdivision must be made on the appropriate form accompanied by the appropriate fee and must include the following information:

- i) Property owner name, address, and legal description of the property.
- ii) Current zoning of subject parcel and whether a rezoning will be required.

~~F)iii)~~ Size and number of proposed lots are prohibited.

- iv) Adjacent street name and classification.
- v) Type and square footage of existing buildings on the parcel.
- vi) Information regarding adjacent right of way or easements.
- vii) Boundary and improvement survey.
- viii) Source and location of water and sewer facilities.

G) The Technical Review Committee (TRC) shall review the request and make a recommendation to the City Council when the application is complete.

H) Minor subdivisions may include flag-lot configurations consistent with Section 5(b)(4)(I)(iv). No more than two (2) lots within a minor subdivision may be served by a single access corridor. Each flag-lot access corridor shall be held in fee simple and shall be included within the lot area of one of the affected lots. An access corridor shall be deemed a driveway and not a roadway or street for the purposes of this Chapter.

I) Lot splits. Applications for a lot split shall be made on the appropriate form accompanied by the appropriate fee. Lot splits shall be reviewed and approved administratively by the City Manager or designee. A lot split is a request to divide a lot or tract in such a manner as to make it meet the following criteria:

- i) Only two (2) lots may be created per original parcel.

- ii) Each lot created must have a minimum area of the dimensional criteria as required by the zoning designation under which it is categorized.
- iii) Each proposed lot shall front on a paved private road, or a publicly maintained road.
- iv) Flag-lot configurations may be permitted where:
 - (a) The access corridor is held in fee simple, provides continuous direct access to a paved public or private roadway, and has a minimum width of 25 feet (or greater, if required by the Fire Code).
 - (b) No more than two (2) lots share a single access corridor.
 - (c) The access corridor shall be constructed to meet all applicable driveway, fire access, and utility routing requirements.
 - (d) The buildable portion of the lot (“flag”) meets all dimensional requirements of the zoning district.
- v) All required easements shall be shown on the lot split sketch and properly recorded prior to approval.

SECTION 6:— PROCEDURE AND REQUIREMENTS FOR SUBMITTING AND PROCESSING SUBDIVISION APPLICATIONS

a) a) Procedure. All plans for new subdivisions and road rights-of-way must be submitted and processed through the following procedures:

- ~~1)~~ 1) Pre-Application conference may be scheduled between applicant and the Technical Review Committee (See Section 6(c))
- ~~2)~~ 2) Concurrency Management (See Chapter 4)
- ~~3)~~ 3) Submission and approval of a preliminary plan, (See Section 6(d))
- ~~4)~~ 4) Application for and issuance of a land development permit (See Section 6(d)(11)).
- ~~5)~~ 5) Submission, approval, and recording of final plat (See Section 6(d)(19)).
- ~~6)~~ 6) Issuance of certificate of completion (See Section 6(d)(18)).

- b) b) Validity of a Subdivision Not Meeting the Requirements of This Chapter.
_____ No plat ~~of~~ any subdivision shall have any validity until it has been approved in the ~~manner~~ prescribed by this Chapter, unless exempted by Section 5(b). In the event an unapproved plat is recorded, it shall be ~~considered~~ invalid. No person shall transfer or sell lots by reference to, exhibition ~~of~~ or by the use of a plan or plat of a subdivision before such plan or plat has final ~~plat~~ approval and is officially recorded according to the terms of this Chapter. ~~The~~ description of any lot by metes and bounds shall not exempt the transaction ~~from~~ the provisions of this Chapter if the transaction would be subject hereto ~~otherwise~~. The building official shall not issue any permits for new construction _____ on a lot in any subdivision not meeting the requirements of this Chapter unless the subdivision is vested pursuant to Chapter 4 or the lot is a legally created “lot of ~~record~~”.
- 1) 1) _____ The City shall not make any public improvements and shall have no _____ responsibility for the maintenance of streets, drainage facilities or other _____ facilities in subdivisions whose dedications have not been accepted by the _____ City _____ under the terms of this Chapter.
- 2) 2) _____ No changes, erasures, modifications or revisions shall be made on any final _____ plat after approval and signature thereof unless said plat is first ~~re~~submitted _____ and reapproved under the provisions of this Chapter.
- 3) 3) _____ Plats shall not contain any reference to any possible reversion of any interest in _____ real property that has been the subject of public or private ~~dedication~~ on a plat.
- c) c) Pre-Application Conference. It is recommended that a pre-application conference _____ be held with the Technical Review Committee by the developer or the developer’s _____ representatives, in order to verify the steps necessary for application and review ~~and~~ _____ discuss potential issues regarding the proposed subdivision. Comments made ~~during~~ _____ the pre-application conference are totally non-binding on the formal ~~review~~ of the _____ preliminary plat.
- 1) 1) _____ Scheduling. Arrangements for the pre-application conference are to be made _____ through the City ~~Clerk’s~~Manager’s Office.
- 2) 2) _____ Items Required. The applicant shall submit ~~eight (8)~~four (4) copies and one (1) CD of the ~~preliminary~~ sketch plans of the proposed subdivision. A general ~~description~~ of the proposed subdivision must be noted including the

number of lots to be created, the approximate size and width of lots, -approximate building size, type and use, proposed phases of development, -existing zoning and comprehensive land use classification of the subject -site and adjacent sites.

d) Preliminary Plan Application and Review. Application for preliminary plan _____ approval shall be made to the City ~~Clerk's~~Manager's Office utilizing the form provided by ~~the City for that purpose,~~ and accompanied by the appropriate review fee. Initial _____ application shall be accompanied by ~~eight (8)~~four (4) copies of the proposed plan. Plans shall be _____ prepared according to the standards of this Code.

- 1) Review of application materials. Within two (2) working days of the -receipt of an application, the City shall determine whether the submittal is -complete. Incomplete submittals shall be returned to the applicant with -the deficiencies noted in writing. Re-application shall be accomplished by -a re-application fee as adopted by resolution by the City Council.

Applicants have thirty (30) days to address deficiencies by submitting the required information. Resubmittals shall be accompanied by a re-application fee as adopted by the City Council.

- 2) Initiation of development review. When an ~~application~~applicant is determined to ~~be complete, it shall be scheduled for the next scheduled be sufficient, the City Manager or designee will distribute the package to pertinent city staff~~Technical Review Committee (TRC) meeting, but no earlier than two (2) weeks from the date that the application was determined to be complete-, city consultants, and required outside agencies.

- 3) Preliminary Plan. The following information shall be shown on or _____ enclosed with the plans submitted for approval. The subdivision preliminary plan itself shall be drawn at a scale of no smaller than one (1) -inch equal to one hundred (100) feet.

A) A) Subdivision name, date, north arrow, and the property's legal _____ description, boundary, boundary dimensions, and area in acres.

B) B) Name and address of owner, surveyor, engineer, and any other professional consultants involved with the generation of the plan information. If the property is owned by a corporation or -_company, the

name and address of its president and secretary, and -state of incorporation shall be given.

- ~~C)~~ C) A vicinity map at a scale of one (1) inch equal to four hundred (400) feet _____ showing the zoning of the area and the relationship of -the proposed _____ subdivision to the surrounding development.
- ~~D)~~ D) Proposed streets, common areas, drainage areas, conservation areas, lot _____ lines and their dimensions.
- ~~E)~~ E) Proposed street names and lot numbers.
- ~~F)~~ F) Acreage in lots, drainage areas, common areas, and other uses; and _____ the minimum lot size, average lot size, and a total number of lots.
- ~~G)~~ G) Existing topography using one (1) foot contours based upon _____ National Geodetic Vertical datum, and delineation of Flood _____ Insurance Rate Map flood zones.
- ~~H)~~ H) Environmental assessment showing all wetlands, delineation of wooded areas and vegetative communities, and tree survey _____ showing all specimen trees. (See Chapter 17 of this Code.)
- ~~I)~~ I) All existing buildings, utilities, roads, easements or other _____ improvements on the property, and all roads and lot lines within - one hundred fifty (150) feet of the property boundary.
- ~~J)~~ J) A soils report delineating the soils existing on the site to be developed.
- ~~K)~~ K) A list of all jurisdictional agency permits required for the development of the subdivision.
- ~~L)~~ L) Proposed stormwater management plan and drainage control _____ facilities and general grading plan.

- M) M) Utility sources, distribution and collection lines, if available, (including but not limited to water, sewer, electricity, cable ~~television,~~ and telephone).
 - N) N) Proposed locations of streetlights, sidewalks, and ~~bike~~ multi-modal paths, if ~~any.~~
 - O) O) Maximum building heights, anticipated phasing plan and gross density.
 - P) P) Location of all signs per Chapter 16.
 - Q) Q) Traffic Study/Traffic Statement. The traffic study shall follow the requirements of the Lake-Sumter Metropolitan Planning Organization (MPO) Transportation Concurrency Management System Traffic Impact Study Methodology Guidelines Document for Lake County.
 - R) R) Any other information deemed pertinent by the Technical Review Committee, Planning and Zoning Board or City Council.
- 4) 4) Review Process.
- A) A) The Technical Review Committee (TRC). All applications may be ~~reviewed by the TRC, and members' comments shall be delivered -and~~ discussed at a regularly scheduled meeting. Formal comments -of the TRC shall be transmitted in writing to the applicant no later -than three (3) working days after the meeting. The TRC staff shall -make staff recommendations to the Planning and Zoning Board- ~~and/or City Council.~~
 - i) Once the application package is determined sufficient, the City Manager or designee will distribute the package to pertinent city staff, city consultants, and required outside agencies within two (2) business days.
 - ii) City staff and city consultants have ten (10) business days to issue comments back to the City Manager or designee.
 - iii) The City Manager or designee will forward comments to the applicant within two (2) business days of receipt of all staff comments. Please note: outside agencies may not abide by the City's schedule. The city will make every effort to follow up with outside

agencies for comments; however, those may be received and provided to the applicant at a later time.

iv) A TRC (Technical Review Committee) meeting will be scheduled once all comments from city staff, city consultants, and required outside agencies have been received not less than two (2) weeks prior to the normally scheduled meeting.

v) This process is repeated for subsequent submittals with the City Manager or designee having two (2) business days to distribute and city staff and city consultants having a maximum of ten (10) business days to return comments back to the City Manager or designee.

vi) At each submittal four (4) original hard copies of all documents and an electronic (.pdf) submittal are required. The legal description must be submitted in Microsoft Word format. All engineered plans and renderings must be submitted on 24" X 36".

vii) The applicant will be notified when all city staff, city sub consultants, and outside agency comments have been sufficiently addressed. Major development plans shall be scheduled for review at the next available board meeting and must be approved by the City Council.

viii) Once the applicant receives comments from the city and outside agencies on the complete application submittal, the applicant has ninety (90) days to submit a formal response. If the applicant requires additional time, the applicant shall formally request an extension from the city. If the applicant fails to respond within ninety (90) days, the applicant may be required to submit a new application fee.

~~B)~~ B) Planning and Zoning Board Approval. The Planning and Zoning Board shall consider the preliminary plan submittal at a regularly scheduled meeting and determine if it meets the requirements of this Code. The applicant or applicant's authorized agent shall be present at the meeting for consideration by the Planning and Zoning Board. Upon consideration of the comments of the TRC staff and public, the Board shall make one of the following recommendations to the City Council:

1) 1) Table the consideration of the project until their next
regularly scheduled meeting to allow for the resolution of -any
outstanding issues.

2) 2) Disapprove the preliminary plan.

3) 3) Approve the preliminary plan.

4) 4) Approve the preliminary plan with conditions.

C) City Council Approval. The City Council shall consider the -preliminary
plan submittal at a regularly scheduled meeting and -determine if it meets
the requirements of this code. The applicant -or applicant's authorized
agent shall be present at the meeting for -consideration by the City
Council. Upon consideration of the -comments of the TRC staff, public
and recommendations of the -Planning and Zoning Board, the Council
shall take one of the -following actions:

1) 1) Table the consideration of the project until their next
regularly scheduled meeting to allow for the resolution of -any
outstanding issues.

2) 2) Disapprove the preliminary plan.

3) 3) Approve the preliminary plan.

4) 4) Approve the preliminary plan with conditions.

5) 5) Time Limit. The preliminary plan approval shall be valid
for a -period - of eighteen (18) months from the date it is approved
by the -City Council. - If the applicant has not obtained a
land development permit and initiated -construction, and has not
been granted an extension of time by the City -Council within
eighteen (18) months of approval, the preliminary plan -approval
shall lapse and be considered void. A preliminary plan approval

_____ time limit is valid as long as the project maintains an active land -development permit.

A)- _____ Notwithstanding these limitations, an applicant may intentionally -phase a project with specific development timeframes. -Development phasing may not cover a period exceeding ten (10) -years. Commencement of construction must begin within thirty -(30) months of completion and inspection of the previous phase. -Preliminary plat approval will lapse if the approved phase -timeframes are exceeded, unless otherwise extended by the City Council as provided for in Section 6(d)(6) below.

6) Extensions. A request for an extension of the preliminary plan approval may be submitted to the City ~~Clerk~~Manager or designee any time prior to expiration of the preliminary plan. No request for extension of preliminary plan approval will be accepted after the preliminary plat approval has lapsed or phasing schedule exceeded. The applicant may, however, reapply for preliminary plan approval under the provisions of this Code.

A) A) Extension requests shall be accompanied by a completed extension -request form, furnished by the City.

B) B) The City Clerk or designee shall schedule the request on the -regularly scheduled City Council agenda. The City Council -decision shall be final.

7) Phasing. Subdivision projects may be phased. Phasing, if proposed, shall -be shown on the preliminary plan and may be modified as allowed in -Section 6(d)(8).

A) A) Phasing shall be arranged and designed in such a manner that at -_____ any point in a project's development, the initial phase or any -_____ successive groups of phases

shall be able to “stand alone”, meeting - ____ all applicable standards set forth and referenced in this Code.

~~B)~~ B) ____ The initial phase and any successive groups of phases shall be able -to “stand alone” and function adequately in regards to required - ____ improvements, infrastructure, facilities, and in relation to all -project conditions so as to be independent from any future phase or phases and improvements or areas contained therein.

~~8)~~ 8) Modifications. Minor modifications to approved preliminary plans may -occur between preliminary and final plat approvals. -Modifications to roadway layout, phasing, lot configuration will require an administrative approval as provided in Chapter 3. Modifications that require a change in the number of lots or a change in the area to be platted will require ~~re approval~~reapproval of the preliminary plat and must comply with the requirements -and procedures of Section 6 of this Chapter.

~~9)~~ 9) Land Development Prior to Land Development Permit Prohibited. No construction, with the exception of test facilities and minor ~~underbrushing-under brushing~~ and clearing activities permitted pursuant to a valid land clearing permit, may begin until a land development permit has been issued by the City of _____ Umatilla.

A)- Procedure. After TRC approval of the preliminary plan, (at the time the preliminary plat is scheduled for Planning and Zoning Board consideration and approval), an applicant may apply for a land development permit and follow either of the procedures identified in Section 6(d)(10) or Section 6(d)(10)(A). No construction may commence until the applicant obtains a land development permit, pursuant to Section 6(d)(11). The City ~~Clerk~~ Manager or designee is hereby authorized to waive, in writing, the requirement for a land development permit, where no improvements as delineated in Section 7 of this chapter are required or where a required improvement(s) can be provided via another application and review process.

~~10)~~ 10) Construction Before Final Plat Approval. The applicant shall submit to ____ the City ~~Clerk~~Manager or designee construction plans and specifications as ____ required in Section 6(d)(11) of this Code together with a request for a land ____ development permit. A copy of the deed and letter and authorization from ____ owner if different from the applicant shall accompany the request. Upon ____ issuance of a land development permit, construction may commence. The ____ improvements required by the preliminary plan approval shall be ____ completed prior to final plat approval, as specified in the issued land ____ development permit.

— **A Certificate of Concurrency covering the area to be platted must be obtained prior to the issuance of a land development permit.**
— (See
— Chapter 4, “Concurrency Management System”).

 A)- Construction after final plat approval. Upon issuance of a land ____ development permit, an applicant may apply for final plat ____ approval, contracting with the City to construct the improvements ____ required in the land development permit. The contract and ____ corresponding security as specified in Section 10 of this chapter ____ shall be required for the performance and maintenance of all ____ improvements which are to be constructed after final plat approval.

~~11)~~ 11) Plans and Specifications Required for Land Development Permit. The applicant shall furnish to the City ~~Clerk~~Manager or designee the construction plans and specifications designed in accordance with the approved preliminary plat and the requirements of this Code for the construction of improvements. The applicant shall also furnish a complete land development permit application form as furnished by the City ~~Clerk’s~~Manager’s office, and shall submit the review fee established by the City Council. The applicant must have obtained and shall submit copies of all jurisdictional agency permits, and all utility permits and franchises required by the utility provider, prior to the issuance of a land development permit. All construction plans and specifications must be prepared, signed and sealed by a professional engineer who is registered in the State of Florida. Engineering calculations and tests in support of any of the proposed plans and specifications may be required. The drawings and required information shall be so complete that review and analysis can

be made from them without research of any outside data. Five (5) copies of the plans shall be submitted on twenty-four inch by thirty-six inch (24" x 36") sheets unless another size is approved by the City ~~Clerk~~Manager or designee, and shall contain, but shall not be limited to:

- ~~A)~~ A) A cover sheet, including a location map;
- ~~B)~~ B) Complete details including water, sewer and storm drainage system. The proposed general location of wells and septic tanks shall be in conformity with the requirements of the Lake County Health Department and all state and local ordinances;
- ~~C)~~ C) A copy of the SJRWMD permit and a copy of the master stormwater management and flood protection plan submitted and approved by SJRWMD;
- ~~D)~~ D) Roadway typical sections and summary of quantities for all construction work;
- E) Cross Sections as needed to show site grading, walls, retention ponds;
- F) Copy of all local, state, and federal permits as required for development;
- ~~E)~~ G) Construction details showing compliance with City standards or alternate design as approved by the City Engineer or City ~~Clerk;~~ Manager;
- ~~F)~~ H) Special profile sheets, if necessary, showing special or unique situations;
- ~~G)~~ I) Benchmark location, based on National Geodetic Vertical Datum (N.G.V.D.) with topography at 1' contour intervals shown on a certified boundary survey of the project.

H) J) Soil analysis, showing the location and results of test borings of the subsurface condition of the tract to be developed. Soil Conservation Service information may be used when available and deemed adequate by the City.

I) K) The plans shall contain the special conditions and specifications pertaining to the subdivision in note form on the plans, such as:

- 1) 1) Required compliance to the subdivision requirements;
- 2) 2) Where applicable, required compliance with state standards as currently adopted and in use;
- 3) 3) Minimum standards for materials;
- 4) 4) Test requirements for stabilization, base and backfill;
- 5) 5) Source of water and sewer services;
- 6) 6) Traffic-control devices and pavement markings.

J) L) The plan and profile of each proposed street and improvement to existing streets such as deceleration or turn lanes (indicating the existing ground surfaces and proposed street grade surfaces including extensions for a distance of fifty (~~550~~) feet beyond the tract boundary) with tentative finished grades indicated, and lot grading plan and including easement work, clearing and grubbing, and structural details of facilities of right-of-way.

K) M) A typical cross-section of each type of proposed street or bikeway, showing the width of pavement. The location and width of sidewalks, where required, and right-of-way.

- ↳ N) Proposed erosion control facilities and the limits of earthwork construction, both as to final construction and for protection during construction.
- ↳ O) Plans for street lighting, landscaping, parks, recreational areas and parking area. The plans shall be applicable approvals of all governmental agencies which are affected by the construction and have jurisdiction.
- ↳ P) Projects engineered by more than one firm shall be coordinated by a single engineering firm or an engineer of record appointed by the developer.
- ↳ Q) A certificate from a surveyor registered in the State of Florida that a concrete permanent reference marker has been located in the public right-of-way at a corner point of the subdivision near the entrance way of the proposed subdivision. The permanent reference marker shall be identified on the plat of the subdivision and shall be used to establish a primary benchmark for all improvements in the subdivision.
- ↳ R) Where the design of the subdivision includes man-made canals or waterways, plans of the proposed construction will be included and shall indicate:
- ↳ 1) All bulkhead lines;
- ↳ 2) Detailed cross-sections showing existing and proposed depths;
- ↳ 3) Location of hard pan, muck or other unique soil conditions; and
- ↳ 4) Details of bulkhead construction.

⑨) _____ S) _____ Certificate of Concurrency

12) 12) Review.

A) _____ A) _____ Within ten (10) working days of receipt of said plans and _____ specifications, the City ~~Clerk~~Manager or designee will check the plans _____ and specifications for completeness, maintain one (1) copy of the _____ plans for the project file, ~~an~~and forward the remainder to the public _____ works _____ department.

B) _____ B) _____ Within ten (10) working days of receipt of the application and _____ materials ~~form~~ from the City ~~Clerk~~Manager, the public works department _____ shall _____ route the plans and specifications to the applicable _____ departments _____ for review. Within thirty (30) working days after _____ receipt of such plans and specifications, the applicable departments _____ shall _____ submit their comments and recommendations to the City ~~Clerk~~ Manager or designee. The applicant will be advised in writing by _____ the City ~~Clerk~~Manager or designee of all applicable departmental _____ comments within twenty-five (25) working days ~~form~~ from the date of application submittal.

13) 13) Approval of plans and specifications. After the applicant has adequately _____ addressed all departmental comments and has submitted to the City ~~Clerk~~ Manager revised documents in accordance with departmental comments ~~and has submitted copies of all required jurisdictional agency permits,~~ _____ the City ~~Clerk~~Manager shall, within ten (10) working days, approve or _____ disapprove, the construction plans and specifications and issue a land _____ development permit. Prior to disapproving any permits, the City ~~Clerk~~ Manager _____ shall provide to the applicant a second set of comments.

14) 14) Appeals. Appeals of decisions from the City ~~Clerk~~Manager may be made to the _____ City Council. The City Clerk shall schedule the meeting. The City _____ Council can overturn the appeal only if the application is found to meet all _____ requirements of the City standards.

- 15) 15) Modifications. Minor modifications to approved preliminary plans may _____ occur after the issuance of a land development permit, subject to approval _____ by the Technical Review Committee. Any revisions to the layout of the _____ preliminary plat are subject to the provisions of Section 6(d)(8), _____ “Modifications”, of this chapter.
- 16) 16) Term of permit. A land development permit issued under this section _____ shall be void if construction does not commence within one hundred _____ eighty (180) days and shall expire eighteen (18) months from the date of its issuance, regardless of whether or not the work is complete, unless the _____ City Council grants an extension of time, in response to the applicants _____ written request for such an extension.
- 17) 17) Inspections. The City Engineer, City ~~Clerk~~Manager, or their representatives, _____ shall have the right to inspect the project for the purpose of ensuring that all _____ improvements are being constructed in conformance with the provisions of this Code, the approved preliminary plat, and land development permit. _____ All required data, tests and reports specified in this Code shall be _____ submitted and approved by the public works director prior to acceptance _____ or final approval of improvements. Required installation of subsurface _____ construction such as water and sewer lines, public utilities, traffic control _____ devices and storm drainage shall be completed prior to compaction of _____ subgrade and road construction.
- A) A) Reasonable tests will be required by the City ~~Clerk~~Manager or City _____ Engineer, provided to the City at the expense of the applicant by a testing laboratory approved by the City ~~Clerk~~Manager or City Engineer. _____ Such tests shall include, but not be limited to, compaction tests for _____ subgrade, base and asphalt, material specifications tests to assure _____ adherence to specifications of base, soil cement, asphaltic concrete, _____ Portland cement concrete, drainage pipe and other materials, _____ sanitary sewer pipe, water lines and materials and tests of other _____ such materials and procedures as may be required to assure the _____ construction is according to the plans and specifications approved _____ by the land development permit.
- 17) 18) Notification. The City ~~Clerk~~Manager or designee shall be notified, in writing of _____ the commencement and completion of the following items of

construction __so that an immediate inspection can be performed to ensure construction __in conformance with said approved construction plans and specifications __and the requirements of this Code. If the City notifies the developer that no City inspector is available to inspect within forth-eight (48) hours of an __inspection request, and if a delay in the inspection would cause a delay in ____the project, then this requirement may be met by submission of a ____certificate from the engineer of record that all construction was completed ____in accordance with the land development permit.

- A) A) Waterlines and sanitary sewer lines prior to backfilling
- B) B) Stabilized subgrade
- C) C) Curb and concrete work
- D) D) Roadway base
- E) E) Surface course
- F) F) Permanent reference monuments and permanent control points
- G) G) Storm sewer

____ Failure to notify the City of the commencement and completion of the ____ construction of said items shall be good cause to refuse to issue a ____ certificate of completion until such further investigation is conducted to ____ verify compliance with the land development permit.

- 18) 19) Final Inspection; Certificate of Completion. Upon completion of ____ construction of the improvements, the applicant shall provide the City ~~Clerk~~ Manager or designee with the following:

- A) A) A certified letter stipulating that construction of the improvements has been completed and requesting final inspection and approval.
- B) B) The testing reports and certificate of compliance from material ____ suppliers.

- ⌚) C) Three (3) sets of as-built construction plans and itemized list of cost estimates or construction contract amounts.
- ⌚) D) Documents from a registered engineer with his seal affixed certifying that the improvements have been constructed in conformity with the land development permit and the provisions of this Code.
- ⌚) E) A document from the utility provider approving all utility installations.
- ⌚) F) Release of liens and affidavit that all liens are released on all improvements required by this Code. Upon receipt of the above items, the City Engineer and City ~~Clerk~~Manager shall review said data and make a final inspection of the constructed improvements and shall notify the applicant of any items of noncompliance with the approved construction plans and specifications. A certification of completion shall be issued by the City ~~Clerk~~Manager or designee when all improvements are completed in conformity with the approved design. This certificate shall release the construction surety.

19) 20) Final Plat. The approved final plat is the official record of the subdivision to be filed with the City ~~Clerk~~Manager. It is verification that the subdivided land has been developed substantially in accordance with the approved preliminary plat or that a bond has been posted which will secure the development as specified in the final plat. The final plat must be ~~approved by the City Council and~~ recorded in the Public Records of Lake County prior to the developer selling any lot or parcel.

A)- Procedure. No final plat application shall be submitted for approval prior to the issuance of a land development permit. The plat shall be accompanied by:

- ⌚) 1) A complete final plat application furnished by the City ~~Clerk's~~Manager's office;
- ⌚) 2) The appropriate filling fee and application;

- 3) 3) A certificate of concurrency covering the area to be platted;
- 4) 4) When required in conjunction with a construction contract or maintenance agreement, a certified cost estimate shall be prepared by the developer's engineer and shall include the cost of surveying, engineering and construction of all required improvements. The actual contract price(s) may be substituted for the engineer's cost estimate;

be substituted for the engineer's cost estimate;
- 5) 5) Appropriate security for required improvement as specified in this Code unless a certificate of completion has been issued by the public works department;
- ~~6)~~ 6) Five (5) copies of the final plat drawing showing the required information and certifications;
- 7) 7) Security for maintenance of improvements meeting the requirements of this Code when a certificate of completion has been issued; and improvements are dedicated to the City;
- 8) 8) A copy of the property owner's association documents which accept the responsibility for maintenance of all private streets, rights-of-way, easements, recreation areas, stormwater management facilities or other improvements;
- 9) 9) A copy of the final protective covenants and deed restrictions, where such covenants and restrictions are required or established by the applicant;

required or established by the applicant;
- 10) 10) All applicable informational requirements of this Code.
- 11) 11) The City ~~Clerk~~ Manager or designee shall determine whether or not an application is complete and can be routed for

interdepartmental review. No incomplete application shall be routed for review.

~~12)~~ 12) Current opinion of title prepared by a Florida attorney-~~atlaw~~at-law or title policy.

~~20)~~ 21) Format of drawings. The final plat shall be:

~~A)~~ A) Prepared by a land surveyor registered and licensed in the State of _____ Florida;

~~B)~~ B) On sheets twenty-four (24) inches by thirty-six (36) inches with one-half (1/2) inch margin on three (3) sides and a three (3) inch margin on the left side for binding;

~~C)~~ C) To a scale of one (1) inch represents one hundred (100) feet unless otherwise approved by the City Clerk; Manager;

~~D)~~ D) Clearly drawn or printed with permanent black drawing ink;

~~E)~~ E) On linen tracing cloth or stable base film a minimum of 0.003 inches thick coated upon completion with plastic material or a nonadhered scaled print on a stable base film made by photographic processes to ensure permanency; and

~~F)~~ F) Printed with lettering no smaller than 1/8", with commensurate letter-line width.

~~24)~~ 22) Information required. (All information as required in Chapter 177.091, F.S.). The final plat shall contain:

~~A)~~ A) A title block;

- B) B) The name of the proposed subdivision which shall not duplicate nor closely approximate the name of any other existing subdivision in the City. If the plat is an addition to an existing subdivision, it shall bear the same name as the existing subdivision. For planned developments, plats shall contain “PUD” within the title;
- C) C) The name of the city, county and state;
- D) D) The legal description;
- E) E) The date of preparation of the final plat and of any revisions;
- F) F) A prominent “north arrow” on each sheet showing any portion of the subdivided lands; also, the reference bearing or azimuth in the notes or legend;
- G) G) The scale stated and graphically illustrated on each sheet;
- H) H) An index sheet on page one showing the entire subdivision and indexing the area shown on succeeding sheets. Each sheet must show the particular number of the sheet and the total number of sheets as well as clearly labeled match lines;
- I) I) The point of beginning shown together with the letters P.O.B. in bold letters when a point of beginning is used in the legal description;
- J) J) The initial point in the description shall be accurately tied to the nearest section corner, quarter section corner or government lot corner, and a certified corner record must be submitted to the Department of ~~Natural Resources~~ Environmental Protection (FDEP) for such corner in accordance with Florida Statutes Section 177, part III;

- ~~K)~~ K) Boundary lines of the subdivided tract shown as a heavy line;
- ~~L)~~ L) All adjacent property identified by the subdivision name, plat book and page number; if not platted, so state;
- ~~M)~~ M) County and City limit lines within or abutting the tract;
- ~~N)~~ N) Permanent reference monuments and permanent control point locations as prescribed in Chapter 177, Florida Statutes, and installed prior to submission of final plat;
- ~~O)~~ O) Survey data including all pertinent dimensions;
- ~~P)~~ P) Lot and block identification. Each lot and each block shall be identified;
- ~~Q)~~ Q) Street names;
- ~~R)~~ R) The location and width of all existing or recorded streets intersecting or contiguous to the boundary of the plat by bearing and distances;
- ~~S)~~ S) “Not included” parcels to be labeled “not a part of this plat”;
- ~~T)~~ T) The intended use of all reserved areas shall be shown on the plat;
- ~~U)~~ U) All areas within the plat boundaries labeled as either lots, right-of-way, or tracts. The use and maintenance responsibilities of all tracts shall be noted on the plat;

V) V) All easements including limited access easements shall be
 graphically depicted and dimensioned;

W) W) The following statements shall be noted on the plat in a
prominent place:

- “Notice: No construction, trees or shrubs will be placed in
 easements or rights-of-way without the City of Umatilla approval”,
 and

- “Notice: There may be additional restrictions that are not
recorded on this plat that may be found in the public records of Lake
 County.”;

X) X) A three inch by five inch space in the upper right hand
corner of each sheet to be used by the clerk of the circuit court for
recording information. The following shall be depicted:

 PLAT BOOK:

 :
PAGE:
 :

Y) Y) No strip or parcel of land reserved by the owner unless it is
of sufficient size to be of some particular use or service or is
 environmentally sensitive land;

Z) Z) The boundary of the final plat having a mathematical error
of closure not greater than .01 foot. Any plat undertaking to establish
 a local tidal datum and determine the location of the mean high-
 water line or mean low water line shall comply with the
 notification requirements of Florida Statutes Section 177.37.

21) 23) Covenants, Restrictions, Reservations.

_____, page _____. ”

22) 24) Certification. The final plat shall contain on the face or first page the ___ following certifications, dedications and approvals, all executed and ___ acknowledged as required by law, in the forms set forth below:

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_____ or any other public agency. All dedicated areas shall be identified
_____ as tracts unless such areas are dedicated to one entity and clearly
_____ identifiable. All dedications shall be in the following forms or as
_____ approved by the City Attorney:

_____ **CERTIFICATE OF DEDICATION**

_____ **(Corporate)**

_____ **STATE OF** _____

_____ **COUNTY OF** _____

_____ KNOW ALL MEN BY THESE PRESENTS, that (exact
corporate _____ name), a (state) corporation, fee simple owner of the land
_____ described and platted herein, as (exact name of subdivision), being
_____ in the City of Umatilla, Lake County, Florida, have caused said
_____ lands to be surveyed and platted as shown hereon and does hereby
_____ dedicate as follows:

_____ **CERTIFICATE OF DEDICATION**

_____ **(Individual)**

_____ **STATE OF** _____

_____ **COUNTY OF** _____

- _____ KNOW ALL MEN BY THESE PRESENTS, that (exact owner's
name), fee simple owner of the land described and platted herein, as (exact
name of subdivision), being in the City of Umatilla, Lake County, Florida,
has caused said lands to be surveyed and platted as shown hereon and does
hereby dedicate as follows:

_____ **(SELECT AS APPROPRIATE):**

_____ B)- Streets and ~~right~~rights-of-~~ways~~way (for public streets)

- _____ All streets and rights-of-way shown on this plat (name specifically if less than all) are hereby dedicated in perpetuity to the city of Umatilla for the use and benefit of the public for proper purposes.

4) 1) Private streets.

- _____ All streets and rights-of-way shown on this plat (name specifically if less than all) are hereby declared to be and shall remain private. They are dedicated for the use and benefit of the owners and residents of this subdivision, and shall be of the perpetual maintenance obligation of the (state exact legal name of maintenance entity). All public authorities, including but not limited to police, fire, ambulance, and utility providers shall have the right to use the streets in the course of performing their respective duties. The City of Umatilla shall have no responsibility, duty or liability whatsoever regarding such streets.

4) 2) Utility easements.

_____ The utility easements shown are dedicated in perpetuity to the City of Umatilla for the construction, installation, maintenance and operation of utilities by any utility provider, including cable television services, in compliance with such ordinances and regulations as may be adopted from time to time by the City Council of Umatilla

4) 3) Drainage and stormwater management easements.

- _____ The drainage easements and stormwater management tracts or easements as shown are dedicated in perpetuity for construction and maintenance of drainage facilities and shall be the perpetual maintenance obligation of the (give exact name of maintenance entity). Front yard drainage easements are subject to the right of each lot to have a driveway for ingress/egress as approved by the City.

4) 4) Park and recreation areas.

- _____ The park and recreation areas as shown are dedicated in perpetuity for the (exclusive use and enjoyment of the owners of lots in this subdivision) (Use and enjoyment of the public) and

shall be the perpetual maintenance obligation of (give exact name of maintenance entity, if private) (City of Umatilla).

5) 5) Limited access easements.

- _____ The limited access easements as shown are dedicated in perpetuity to the City of Umatilla for the purposes of control and jurisdiction over access rights.

_____ **(ADD APPROPRIATE CONCLUSION):**

_____ **(Corporate)**

- _____ IN WITNESS WHEREOF, the above named corporation has caused these presents to be signed by its _____ and its corporate seal to be affixed hereto by and with the authority of its board of directors this _____ day of _____, 20____.

- _____ (FULL CORPORATE NAME), a corporation of the State of _____, By: _____ (Signature of president or ~~vice~~ vice president or chief executive)
Type Name and Title of Officer (Signature must have two (2) witnesses or be under corporate seal).

_____ **(Individual)**

- _____ IN WITNESS WHEREOF, (I), (we), (name(s)), have hereunto set (my) (our) hand(s) and seal(s) this _____ day of _____, 20____.

_____ WITNESSES:

_____ (Signature)

_____ Typed Name

(ADD ACKNOWLEDGEMENT OF _____THOSE
EXECUTING THE DEDICATION)

_____~~6)~~ Conservation easements.

- _____ Conservation easements as shown are dedicated in perpetuity to the City of Umatilla for the purpose of preservation of environmentally sensitive areas.

~~23)-25)~~ Joinder and consent to dedication by mortgagee or other party in interest.

MORTGAGEE'S CONSENT

STATE OF _____

COUNTY OF _____

- _____ The undersigned hereby certifies that it is the holder of (a) mortgage(s), lien(s), or other encumbrance(s) upon the property described hereon and does hereby join in and consent to the dedication of the land described in said dedication by the owner thereof and agrees that its mortgage(s), lien(s) or other encumbrance(s) which (is) (are) recorded in Official Record Book _____ at page(s) _____ of the public records of Lake County, Florida, shall be subordinated to the dedication shown hereon.

- _____ IN WITNESS WHEREOF, (I) (we), _____ do hereunto set (my) (our) hand(s) and seal(s) this _____ day of _____, 20____.

WITNESSES

(Signature)

—

- 24)

- B)

- ©

atlawat.

- 25)

CERTIFICATE OF SURVEYOR

_____ Dated: _____ Registration No. _____,

e) C) Each P.C.P. will be set under the direction and supervision of the surveyor within one year from the date the plat was recorded. When required improvements have been completed prior to the recording of a plat, the certification shall state that each P.C.P. has been set in compliance with the laws of the State of Florida and ordinances of Umatilla. When plats are recorded and improvements are to be accomplished under surety posted as provided for by this ordinance, the required improvements and surety shall include each P.C.P.. In this case the certification will state that each P.C.P. will be set and the surveyor will file an affidavit of record when set in place.

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~~acknowledgment and signature block of the Clerk of Circuit Court and the City Attorney~~Manager. In the event the plat contains dedications to the City, this certificate shall also indicate whether the City accepts in whole or in part the dedications made. The following form is acceptable:

_____ **CERTIFICATE OF APPROVAL BY THE CITY ~~COUNCIL~~
MANAGER**

- _____ THIS IS TO CERTIFY, that on _____ the foregoing plat was approved by the City ~~Council~~ of Umatilla, Florida. (Address acceptance of dedications in whole or in part, as appropriate).

_____ ~~Council President~~

_____ ~~Attest:~~

_____ ~~City Clerk~~Manager

_____ **~~APPROVED AS TO FORM AND LEGAL SUFFICIENCY~~**

_____ ~~City Attorney~~

27) ~~Certificate of approval by the Planning & Zoning Board. The final plat shall contain the approval and signature of the Planning and Zoning Board Chairman in the following form:~~

~~**CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING BOARD**~~

Examined and Approved _____ Date _____

28) 29) Clerk's certification.

State of Florida

County of Lake

- _____ I, Clerk of Circuit Court of Lake County, Florida, do hereby certify that I have examined this plat of _____ subdivision and that it complies with all the requirements of Chapter 177 of the Laws of Florida. This plat filed for record this ____ day of _____, 20____, and recorded on Page _____ of Plat Book _____ in the office of the Clerk of Circuit Court of Lake County, Florida.

By: _____

Clerk of Circuit Court, Lake County, Florida.

29) 30) Instrument Prepared By. The name and address of the natural person who prepared the plat shall be contained on the plat. The name and address shall be in statement form consisting of the words "This instrument was prepared by (name), (address)."

30) 31) Signatures. All signatures required shall be originals on the final plat and shall be made in permanent dark ink acceptable to the Public Works Director.

~~C) Review of final plat documents. The City Clerk or designee may schedule all applications for review by the TRC, in the same manner as stated in Section 6(d)(4). The City Attorney must review mylars prior to scheduling the Final Plat for the City Council agenda.~~

~~D) Approval by City Council. Upon completion of city staff review, the final plat and application along with recommendations shall be forwarded to the~~

~~City Council for review and consideration of approval. The City Council shall determine whether the final plat is in substantial conformity with the preliminary plan and meets all the requirements of the laws, rules and regulations of the City of Umatilla and after consideration shall approve, postpone for future consideration, approve subject to specified conditions or disapprove for stated reasons.~~

~~In rejecting any final plat, the City Council shall provide reasons for such action and recommendation making reference to specific sections in this Code and Florida Statutes, Chapter 177 or applicable city policy established by the Council. The City Clerk shall send a copy of such reasons to the developer within ten (10) working days following the Council meeting. The subdivider may comply with the recommendations made by the City Council and resubmit the final plat to the City Clerk for processing as prescribed above. The City Council shall indicate approval on the final plat by signature of the Council President.~~

E) 32) Recording. The final plat shall be recorded by the developer in the circuit court of Lake County, and two (2) certified copies delivered to the City Clerk. After recording, the developer may sell lots.

F) 33) Acceptance of Public Improvements. Approval of said final plat shall constitute acceptance by the City of all public areas or improvements dedicated to the City of Umatilla according to the terms set out in the acceptance block.

1) 1) The owner shall be required to maintain the accepted improvements in good condition for a period of two (2) years from the date of final plat approval or one year from the date that a certificate of completion is issued by the City ~~Clerk~~ Manager, whichever is later. At the end of the two year period, the improvements shall be such condition that they meet the requirements of this Code as it existed at the time of approval of the final plat.

2) 2) The City accepts no obligation to perform any act of construction or maintenance, except when the obligation is voluntarily and expressly assumed by the City.

- 3) ~~3)~~ The City shall withhold all public improvements, including the maintenance of streets, from all subdivisions which have not been accepted in the manner herein provided.
- 4) ~~4)~~ No changes, erasures, modifications or revisions shall be made in any final plat after approval unless the plat is first resubmitted for approval.
- ~~5)~~ ~~5)~~ There shall be no reference to any possible reversion of any property in the dedication of a plat
- 6) ~~6)~~ The developer shall pay all costs of public improvements and certify that they have been paid at the time of dedication or at the time of issuance of a certificate of completion.
- 7) ~~7)~~ All mortgages or others having a lien on the land shall join in or ratify the plat and all dedications thereon executed and shall certify that all dedicated lands are free from such mortgages or liens.
- 8) ~~8)~~ The City will accept no obligation to repair or maintain navigable canals, waterways or bulkheads. Waterways and canals must be dedicated to and accepted by a property owner's association. Bulkheads that abut private or public streets must also be accepted for maintenance and repair by the property owner's association.
- Ⓜ) ~~G)~~ Plat Vacation Requests. Plat vacation requests shall be made through the City ~~Clerk~~Manager or designee on applications furnished by that department. A filing fee established by the City Council shall accompany any request. The request will be reviewed by the Technical Review Committee (TRC) as scheduled by the City Clerk. -The request will be scheduled for consideration by the City Council in accordance with Florida Statutes Chapter 177.101, which governs plat vacations.
- Ⓜ) ~~H)~~ Right-of-Way Abandonment Request. Right-of-way abandonment requests are made through the City ~~Clerk's~~Manager's office on applications furnished by that department. A filing fee established by the City Council shall accompany any request. The request shall be reviewed by the Technical Review

Committee (TRC) as scheduled by the City Clerk. Once the applicant has adequately addressed all TRC comments, the abandonment request will be scheduled for consideration by the City Council in accordance with the Florida Statutes, Chapter 336, which governs right-of-way abandonments.

SECTION 7:— IMPROVEMENTS REQUIRED.

a)- All subdivisions shall provide improvements required in this Chapter. The requirements and standards of this Chapter shall be considered as the minimum required to meet the intent of this Code. Each subdivision shall contain the following improvements designed and constructed to conform to the requirements and specifications in the applicable laws of the City of Umatilla and the State of Florida, the zoning district or other land development ~~regulations~~code provisions applicable to the subdivision.

- 1) Streets;
- 2) Easements;
- 3) Utility systems;
- 4) Erosion control provisions;
- 5) Stormwater and floodwater management system according to Chapter 10;
- 6) Street signs and traffic control markings and signs;
- 7) Permanent control points;
- 8) Rights-of-way;
- 9) Tree and vegetation protection;
- 10) Bikeways;
- 11) Sidewalks;
- 12) Buffering facilities and areas;
- 13) Fire hydrants;
- 14) Parks and recreational areas and facilities;
- 15) Curbing;
- 16) Street lights;
- 17) Bridges and culverts when necessary;
- 18) Filling and drainage as necessary;
- 19) Emergency access;
- 20) Transportation system improvements (off-site and on-site);
- 21) Marginal and limited access easements;
- 22) Conservation —easements —for —native —vegetation, —natural —upland communities, and wetlands;
- 23) Other provisions as may be required by land development ~~regulations.~~code.

SECTION 8:- PAVING AND DRAINAGE IMPROVEMENTS.

The following paving and drainage improvements shall be constructed in all subdivisions, and shall include the complete clearing and grading of all road right-of-way, unless specifically shown otherwise on the approved plans.

a)- Roadways and Streets.

- All subdivisions shall construct a system of roadways and streets to provide access to proposed lots and for the through traffic needs of the project and area. In addition, any unpaved streets which provide access to the subdivision shall be improved as required in this Section.

1)- Layout. Streets shall be laid out in consideration of topographic conditions, existing and previously approved streets, proposed roads as reflected in the Comprehensive Plan, the traffic needs for surrounding land uses, and overall traffic safety. The layout shall specifically be designed as follows:

- A) A) Existing streets ending at the project boundary shall be continued into the project, if otherwise permitted by this Code.
- B) B) Proposed streets shall be designed to provide access to adjoining unsubdivided streets at logical locations for future subdivision.
- C) C) A minimum of two (2) points of access shall be provided into each subdivision of twenty-five (25) lots or more if required by the City. Where adjoining development and Code requirements preclude the development of two (2) public street access points, an unobstructed drivable accessway may be substituted.
- D) D) Street jogs with centerline offset shall be prohibited.
- E) E) All streets that have permanent dead ends shall terminate in a cul-de-sac.

- F) F) Cul-de-sac streets shall not exceed six hundred (600) feet in length, unless granted a variance by the City Council. (See Section 11 of this chapter).
 - G) G) Right-of-way line intersections shall be rounded with a minimum radius of twenty-five (25) feet. A greater radius may be required on collector or arterial roads, or where road construction details require.
 - H) H) Where a subdivision abuts or includes an arterial or major collector road, streets and blocks shall be designed so that no lot requires access from the arterial or major collector road.
 - I) I) Cul-de-sac radius not less than fifty (50) feet.
- 2) 2) Lot and Block Layout. All lots shall be designed to meet the minimum dimensional requirements of the zoning district or any controlling development agreement. The following additional criteria shall be considered in the layout of proposed subdivisions:
- A) A) Where a subdivision abuts or includes an arterial or major collector road, streets and blocks shall be designed so that no lot requires access from the arterial or major collector road. Where double frontage lots are used to meet this requirement, a sufficient area shall be set aside by dedication or easement to provide the landscaped buffer required in Chapter 15 of this Code.
 - B) B) Double frontage lots are to otherwise be avoided, but where justified due to unusual circumstances, shall provide for the required buffer noted above.
 - C) C) Curvilinear street layouts are strongly encouraged, and regimented lot and block patterns are to be avoided.
 - D) D) Side lot lines shall be substantially at right angles or radial to ~~rightof~~right-of-way lines.

- E) E) Lots on curves shall be platted to provide the minimum required lot width at the minimum building setback line.
- F) F) All corner lots shall be fifteen (15) percent wider than the minimum width required by this Code.
- G) G) Block lengths shall not exceed twelve hundred (1,200) feet, minimum length shall be six hundred (600) feet.
- 3) 3) Dimensions. Right-of-way widths, pavement widths, minimum curvature, intersection spacing and other roadway dimensions shall be as follows (in feet):

STREET TYPE

	Minor Arterial	Major Collector	Minor Collector	Local
Right of Way Width	200*	80	66	50
Min. Pavement Width	24	24	20	20
Min. Centerline Radius	750	300	150	150
Min. Grade	0.3%	0.3%	0.3%	0.3%
Min. Intersection Spacing	660	330	250	150
Min. Radius, Back of Curb at	40	40	35	35

Intersection				
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*Four lane roads. One hundred twenty (120) feet for six lane roads

4)- Construction. Basic construction requirements for roads are as follows. See Standard Construction Details for detailed specifications.

~~A)~~ A) Roadway pavement shall consist of 1 ¼ inches of asphaltic concrete over a six (6) inch soil cement or limerock base, over a twelve (12) inch compacted sub-base. Alternative concrete pavements may be approved.

~~B)~~ B) All roads shall have twenty-four (24) inch wide concrete curbs. Where swale drainage is approved, a flat curb is required.

~~C)~~ C) Minimum four (4) foot wide concrete sidewalks shall be constructed along both sides of all streets in accordance with city standards.

~~D)~~ D) The remainder of the right-of-way shall be cleared, graded, and sodded or seeded and mulched.

~~F)-E)~~ E) Signs for street identification and traffic control shall be installed by the City at the developer's expense. Signs shall be based on the requirements of the Federal Highway Administration Manual of Uniform Traffic Control Devices, and standard City specifications.

b)- Stormwater Drainage System.

- All subdivisions shall construct a stormwater drainage system based on the requirements of Chapter 10 of this Code.

~~1)~~ 1) Storm Sewer Design. All inlets, manholes, and catch basins shall be either poured in place or precast reinforced concrete. All storm sewer pipe shall be reinforced concrete, and a minimum of eighteen (18) inches in diameter, or

equivalent. A structure allowing access for maintenance shall be required at all changes of grade or alignment. In addition, structures shall be required at the following maximum intervals along any storm sewer.

	Pipe Size	Max. Distance
	(inches)	(feet)
	18	150
	24	250
	30	300
	36	300
	42, 48	400
	54 or larger	500

- 2)
2) Stormwater Retention Area Design. Stormwater retention areas shall be designed to meet the requirements of Chapter 10 of this Code.
- 3)
3) Bridge and Box Culvert Design. Bridges, box culverts, or other vehicular crossings of major waterways or drainage facilities, shall be based on the standards adopted by the Florida Department of Transportation.
- 4)
4) Lot Grading. A lot grading plan shall be completed for all single family, duplex and other subdivisions that do not require additional development plan review prior to building construction.

A)
A) The lot grading plan shall show the estimated floor elevations for structures, flow patterns for lot drainage, and swales or structures necessary to drain all lots to the public drainage system.

B)
B) All structures, and any ditches or swales necessary to drain more than the immediately adjacent properties, shall be shown for construction as part of the initial subdivision improvements.

- e) C) Individual lot grading and minor swales draining only adjacent lots __ shall be shown for construction with the attendant structures as part ____ of the building permit site improvements.

SECTION 9:- UTILITY IMPROVEMENTS.

- a) a) Water and Sewer.

- ____ Utility improvements shall be constructed as outlined in Chapter 12 of this Code including potable water and sanitary sewer.

- b) b) Electric.

- ____ The developer shall be responsible for the installation of electric utility lines, with lines to be constructed underground unless otherwise permitted in Chapter 12 of this Code.

1)- Street Lights. The developer shall forward approved development plans to the electric provider for street light design.

~~A)~~ Street lights shall be generally provided at all intersections, and at intervals along each street of between three hundred (300) and four hundred (400) feet.

- e) c) Telephone, Television Cable and Other Utilities. The developer shall be responsible for the installation of telephone, television cable, and any other utility lines, with all lines to be constructed underground unless otherwise permitted in Chapter 12 of this Code.

SECTION 10: ____ SECURITY ____ FOR ____ CONSTRUCTION ____ AND ____ FOR MAINTENANCE OF REQUIRED IMPROVEMENTS.

- a) a) Construction Security.

- 1) When construction of required improvements is to be completed following final plat approval, the developer shall, at or prior to final plat approval, execute a contract for construction of the required improvements and post security in the amount equal to one hundred fifteen (115) percent of the estimated total cost of improvements remaining to be constructed.
- 2) The contract shall be on a form provided by the City and shall obligate the developer to complete all required improvements in accordance with the land development permit, the approved plans and specifications, and City development regulations and standards, within a period of one (1) year from the date of final plat approval.
- 3) The estimated total cost of improvements remaining to be constructed shall include survey, engineering and construction costs and shall be approved by the public works director after review of an itemized cost estimate prepared and certified by the developer's engineer, or an actual contract price or portion thereof for the work remaining, if available.
- 4) The surety posted to guarantee performance of the contract shall expire, if at all, no less than ninety (90) days beyond the last date for performance established by the contract, or any extension thereof. The surety shall run in favor of the City Council, must be in a form acceptable to the City Attorney, and may be either:
- A) A performance bond underwritten by a surety insurer authorized to transact such business in this state; or
- ~~B)~~ B) A cash deposit and escrow agreement governing control and use thereof; or
- C) An irrevocable letter of credit (issued by a financial institution authorized to conduct business within the state); or
- ~~D)~~ D) Other means of security acceptable to the City Attorney's office and the Public Works Department.

- 5) For good cause shown, the City Council may in its discretion grant one or more extensions of time for performance of any contract for required improvements, provided the surety supporting such contract remains valid for the required ninety-day period following the newly extended time for performance.
- ~~for the required ninety-day period following the newly extended time for performance.~~
- 6) No certificates of occupancy for residential occupancy for any structure within a subdivision shall be issued until all required improvements of the subdivision or appropriate phase or area of the subdivision have been accepted by the City, or where required improvements are dedicated to a private association, until all required improvements have been completed, and have been inspected and approved by the City.
- b) b) Maintenance:
- 1) At such time when the City agrees to accept the dedication of any of the public improvements in a subdivision, the developer shall execute an agreement guaranteeing the required improvements against all defects in workmanship or materials, including failure to construct in accordance with approved plans and specifications, for the period of two (2) years from the date of acceptance.
- 2) The agreement shall be on a form provided by the City Attorney's office and shall be secured by the posting of surety in an amount equal to ten (10) percent of the total actual cost of the improvements covered. The surety shall be in one of the forms specified in Section 10 for construction security. Surety other than performance bonds shall expire, if at all, no earlier than ninety (90) days following the end of the guarantee period. Performance bonds shall expire, if at all, no earlier than ninety (90) days following the end of the guarantee period. Performance bonds shall guarantee performance without any time limitation other than the statute of limitation.
- c) Failure to Perform. In the event a developer fails to perform the obligations for construction or maintenance required under the above referenced agreements, the City

Council may call upon the surety provided, or any portion thereof, to be used for completion of the necessary remaining work. If the surety is exhausted prior to completion of the work necessary to complete the required improvements, the developer shall remain liable to the City for any resulting deficiency. The City is not responsible to complete any subdivision with City funds.

d) d) Release or Reduction of Security.

A) A) No construction security shall be released until a certificate of completion has been received, reviewed, and approved by the City ~~Clerk~~Manager or designee and security for maintenance has been established as required above.

~~B)~~ B) Reduction in the amount of surety required, other than a final draw or reduction, may be authorized by the City Council after completion of any distinct and separable phase or portion of the required improvements. The amount of any given reduction shall not exceed eighty (80) percent of the cost of completed work as determined by the City Council following review of a cost estimate for said work prepared and certified by the developer's engineer. A reduction in construction security shall not be construed as acceptance of the improvements. Formal acceptance of the improvements, unless expressly stated otherwise by the City Council at the time of the reduction. Formal acceptance shall occur as provided elsewhere in this Code, and only upon establishment of proper maintenance security, where required.

SECTION 11: ——— VARIANCES.

a) a) Jurisdiction.

Variances to the requirements of this Chapter may be granted by the City Council, ~~upon recommendation of the Planning and Zoning Board~~. Variances to other requirements, such as lot dimensions, that are required as part of subdivision design, but specified in other Chapters, shall be considered under the procedure applicable to that Chapter.

b) b) Procedure.

- 1) Variance to Plat and Development Plan Review Process. Application to waive the plat and development plan review process shall be filed and processed in the same manner as Appeals to this Code, as outlined in Chapter 3.
 - 2) Variance to Required Improvements or Design Criteria of this Chapter. Application to vary required improvements or design criteria shall be noted on the application form for subdivision or development plan approval as appropriate. Variances requested shall also be prominently noted on the submitted plans themselves.
- e) c) Criteria for Review of Variances from the Review Process. The following criteria may be considered as the basis for the approval of a variance from the review process:
- 1) Required services are already available to proposed lots without the construction of additional improvements.
 - 2) Levels of service can be reasonably provided through the site development plan review process or residential site plan review process for individual lots.
 - 3) Other methods can be arranged to assure construction of improvements, eliminating the need for formal subdivision approval.
 - 4) The granting of a variance is consistent with the overall intent of this Code, and will not be injurious to the surrounding properties or detrimental to the public welfare.
- d) Criteria for Review of Variances from Required Improvements or Design Criteria.
- The following criteria may be considered as the basis for the approval of a variance from required improvements or design criteria, in addition to those criteria outlined above:
- 1) Topographic or other physical conditions exist which are peculiar to the site and not a result of the actions of the applicant.

- 2) 2) Literal interpretation of this Code would result in unnecessary and undue hardship on the applicant.

- If the City Council approves a variance, it may attach any such conditions to the variance as will assure that the variance will not result in noncompliance with the intent and purpose of this Chapter. Violation of any condition shall be deemed a violation of this Chapter

e) e) Application for Variance.

- 1) 1) An applicant seeking a variance from this Chapter shall submit an application on the form provided by the City together with such fee as the City Council shall establish, to the City ~~Clerk~~ Manager or designee. The request shall state the reasons and facts supporting the variance. Upon receipt of the request, the City Clerk shall schedule a public hearing to consider the request.

- 2) 2) Courtesy notice. The public hearing shall be advertised fifteen (15) days in advance. All property owners listed on the latest tax roll within two hundred (200) feet of the property on which a variance is requested shall be notified in writing by the City Clerk's office by U.S. Mail. Lack of a property owner's receipt of such notice shall not be grounds to postpone or set aside any variance granted.

SECTION 12: PENALTY.

Violation of any of the provisions of this Chapter shall be punishable by a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the County jail not to exceed sixty (60) days or by both such fine and imprisonment.

SECTION 13: OTHER CRITERIA SUBDIVISION COMPONENTS.

Requirements of the following sections shall be adequately addressed and satisfied. The Technical Review Committee (TRC) may require information deemed necessary to demonstrate compliance with these regulations.

- ~~1.~~ 1. Zoning, Chapter 6
- ~~2.~~ 2. Landscaping and Buffering, Chapter 15
- ~~3.~~ 3. Trees and Vegetative Protection, Chapter 17
- ~~4.~~ 4. Environmentally Sensitive Area Protection, Chapter 17
- ~~5.~~ 5. Upland Habitat, /Chapter 17
- ~~6.~~ 6. Flood Plain/Stormwater Management, Chapter 10
- ~~7.~~ 7. Wellfield/Aquifer Protection, Chapter 18
- ~~8.~~ 8. Historical and Archeological Preservation, Chapter 19
- ~~9.~~ 9. Traffic, Chapter 14
10. Concurrency Management, Chapter 4

~~10.~~



Business Impact Estimate Exemption

Ordinance 2025- L, Land Development Code Update Chapter 9

Summary of Ordinance: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; REPEALING IN ITS ENTIRETY CHAPTER 9, "SUBDIVISIONS AND PLATS," AND REPLACING IT WITH A NEW CHAPTER 9 ENTITLED "SUBDIVISIONS AND PLATS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a

¹ See Section 166.041(4), Florida Statutes.

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.

The City voluntarily provides the following additional information:

1. Summary of the Ordinance: Ordinance 2025-L repeals the existing Chapter 9 of the Land Development Code and replaces it with an updated Chapter 9 (“Subdivisions and Plats”). The update modernizes subdivision procedures, clarifies exemptions, aligns the Code with current state law, and improves the review and approval process.

2. Reason for the Ordinance: The ordinance is required to bring the City’s Land Development Code into compliance with Chapter 177, Florida Statutes (Platting) and other current state requirements. The existing Chapter 9 is outdated and inconsistent with state law.

3. Expected Impact on Businesses: The ordinance is not expected to create new costs for businesses. The ordinances:

- Does not add new fees
- Does not impose new regulatory burdens
- Simplifies procedures for minor subdivisions and lot splits
- Provides clearer, more predictable rules for surveying, platting, and infrastructure

The update should make the subdivision process more efficient for builders, surveyors, developers, and small property owners.

4. Estimated Economic Impact: There is no anticipated negative economic impact on local businesses. The ordinance primarily reorganizes and clarifies existing requirements already mandated under state law.



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: November 19, 2025

MEETING DATE: December 2, 2025

SUBJECT: First Reading Ordinance No. 2025-M, Certified Recovery Residences/Reasonable Accommodations

BACKGROUND SUMMARY:

The Florida Legislature created a voluntary certification program for recovery residences through HB 21 (2015) to ensure operational and ethical protections for disabled individuals. In alignment with the new requirements in SB 954 (2025) regarding Certified Recovery Residences, the City of Umatilla seeks to adopt procedures for handling reasonable-accommodation requests before the law takes effect on January 1, 2026.

RECOMMENDATIONS:

Staff Recommends Approval of Ordinance No. 2025-M, Certified Recovery Residences/Reasonable Accommodations

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Ordinance No. 2025-M, Certified Recovery Residences Ordinance
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ORDINANCE NO. 2025-M

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING CHAPTER 8 OF THE LAND DEVELOPMENT CODE TO CREATE SECTION 10 ESTABLISHING PROCEDURES FOR REQUESTS FOR REASONABLE ACCOMMODATION FOR CERTIFIED RECOVERY RESIDENCES AND OTHER PERSONS WITH DISABILITIES; PROVIDING FOR PURPOSE, APPLICATION, REVIEW, APPEAL, AND ENFORCEMENT PROCEDURES; PROVIDING FOR ANNUAL RECERTIFICATION; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature, by HB 21 (2015), established a voluntary certification program for recovery residences that provides operational and ethical safeguards for disabled persons, and the City of Umatilla desires to acknowledge and promote such safeguards; and

WHEREAS, in accordance with SB 954 (2025) pertaining to Certified Recovery Residences, the City desires to enact procedures for processing reasonable-accommodation requests before the statute's effective date of January 1, 2026; and

WHEREAS, a "reasonable accommodation" is a method by which an individual who is disabled or handicapped, or a provider of services to such individuals, may seek modification of a code provision or policy to afford equal housing opportunity; and

WHEREAS, the City Council finds it in the public interest to establish formal procedures within the Land Development Code to process such requests consistent with the Americans with Disabilities Act, the Fair Housing Amendments Act, and state law.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as legislative findings of the City Council.

Section 2. Amendment to Chapter 8 of the Land Development Code. Chapter 8 of the City of Umatilla Land Development Code is hereby amended to create a new Section 10, entitled "Requests for Accommodation for Residents of Recovery Residences," to read as follows:

SECTION 10. REQUESTS FOR ACCOMMODATION FOR RESIDENTS OF RECOVERY RESIDENCES.

(a) Purpose. This section establishes procedures for processing requests for reasonable accommodation to the City's Code of Ordinances, Land Development Regulations, rules, policies, or practices for persons with disabilities as defined by the federal Fair Housing Amendments Act (42 U.S.C. § 3601 et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. § 12131 et seq.).

(b) Notice. The City shall display notice in City Hall and on its official website advising the public that disabled individuals or qualifying entities may request reasonable accommodation as provided in this section.

(c) Application. Requests may be oral or written but should, when possible, be submitted on the City's reasonable-accommodation form to the Planning Department.

1. **Confidentiality.** Medical information provided shall be treated as confidential to the extent permitted by law.
2. **Fee.** No fee shall be charged for filing or appealing a request.
3. **Assistance.** The City shall assist applicants as required under federal law to ensure accessibility.

(d) Findings Required. To approve a request, the City Manager or designee must find:

1. **The applicant or entity is protected under the FHA or ADA; and**
2. **The accommodation is reasonable and necessary to afford equal opportunity to use and enjoy housing.**

(e) Decision Process. The City Manager or designee shall issue a written determination within 60 days of receiving a complete application.

1. **Requests may be approved, approved with conditions, or denied with written findings.**
2. **Failure to issue a decision within 60 days shall constitute approval unless extended by written agreement.**

(f) Appeal. An applicant may appeal a decision to the City's Special Magistrate within 30 days of mailing. The Special Magistrate shall hold a public hearing and issue a final decision within 60 days. The Magistrate's decision constitutes final City action and may be appealed to a court of competent jurisdiction.

(g) Application Contents. The reasonable-accommodation form shall require the following:

- Applicant and representative contact information;
- Property address and parcel identification number;
- Description of the accommodation and the specific regulation or procedure from which relief is sought;
- Explanation of necessity and connection to the disability;
- Description of the qualifying disability or handicap;
- Proof of certification or licensure if a recovery residence;
- Evidence of compliance with fire, safety, and health inspection requirements; and
- Owner consent and disclosure of ownership interests.

(h) Stay of Enforcement. While a request or appeal is pending, the City shall not enforce the specific provision that is the subject of the application.

(i) Expiration and Revocation. Approvals expire 180 days after issuance if not implemented. Approvals may be revoked for violation of conditions or failure to maintain required licensure or certification.

(j) Annual Recertification. All approvals shall be valid for one year and must be recertified annually on or before February 1. Recertification applications shall be filed 90 days before expiration and follow the same procedures as initial requests.

(k) Amendments. Changes to the use or conditions of approval shall require filing an amendment request following the same procedures as the original application.

Section 3. Conflicts. All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Codification. This Ordinance shall be effective immediately upon passage.

Section 5. Severability. The provisions of this Ordinance are intended to be incorporated into the Code of Ordinances of the City of Umatilla, Florida, and sections of this ordinance may be renumbered, re-lettered, and the word “ordinance” may be changed to “section,” “article,” or any other word or phrase in order to accomplish such intention.

Section 6. Effective Date. 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.

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

THE CITY OF UMATILLA FLORIDA,

By: _____
Christopher R. Creech, Mayor

ATTEST:

Jessica Burnham, City Clerk, CMC, FCRM

Approved as to Form:

Jennifer Cotch, City Attorney



Business Impact Estimate Exemption

ORDINANCE NO. 2025-M

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING CHAPTER 8 OF THE LAND DEVELOPMENT CODE TO CREATE SECTION 10 ESTABLISHING PROCEDURES FOR REQUESTS FOR REASONABLE ACCOMMODATION FOR CERTIFIED RECOVERY RESIDENCES AND OTHER PERSONS WITH DISABILITIES; PROVIDING FOR PURPOSE, APPLICATION, REVIEW, APPEAL, AND ENFORCEMENT PROCEDURES; PROVIDING FOR ANNUAL RECERTIFICATION; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

¹ See Section 166.041(4), Florida Statutes.

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

This Business Impact Estimate accompanies Ordinance No. 2025-M, consistent with §166.041(4), Florida Statutes. The proposed ordinance is primarily a legal compliance measure implementing existing federal and state mandates and is not expected to impose material costs on businesses operating within the City of Umatilla.



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: November 24, 2025

MEETING DATE: December 2, 2025

SUBJECT: First Reading of Ordinance No. 2025-N, Solid Waste Collection Franchise Agreement

BACKGROUND SUMMARY:

The City's current solid waste collection contract with GFL Environmental is expiring, and GFL has notified the City that they do not wish to extend or renew the agreement. A new franchise agreement is needed to ensure continued solid waste collection for City residents and businesses.

The City has an existing agreement with GFL Environmental for residential and commercial solid waste collection.

The contract is scheduled to expire on January 30, 2026. Because solid waste collection is an essential public service, a new provider must be in place when the GFL contract ends.

City staff have prepared a new Solid Waste Franchise Agreement with a replacement provider. The Agreement includes updated service standards, rates, and operational requirements. Approval of the new Agreement will allow for a smooth transition and prevent any interruption in solid waste service.

RECOMMENDATIONS:

Approve the new Solid Waste Franchise Agreement and authorize the Mayor to execute the document so solid waste collection continues without disruption when the GFL contract expires.

FISCAL IMPACTS:

Franchise fee collection of 10%

ATTACHMENTS:

1. Ordinance No. 2025, N, Solid Waste Franchise Agreement
 2. Exhibit A Umatilla Trash Franchise Agreement 2026 _final
 3. business-impact-estimate-_Ord 2025-N
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ORDINANCE NO. 2025-N

AN ORDINANCE OF THE CITY OF UMATILLA, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF UMATILLA AND WASTE MANAGEMENT INC. OF FLORIDA; GRANTING AN EXCLUSIVE FRANCHISE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE WITHIN THE CITY LIMITS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Umatilla (“City”) is authorized under its Charter and Article IV – Franchises of the City of Umatilla Code of Ordinances to grant exclusive franchises for the collection and disposal of solid waste; and

WHEREAS, the City’s existing contract for solid waste collection with GFL Environmental is set to expire, and GFL has informed the City that it does not desire to extend or renew the current contract; and

WHEREAS, uninterrupted solid waste collection and disposal services are essential to the public health, safety, and welfare of the residents and businesses of the City; and

WHEREAS, the City has negotiated a new Solid Waste Franchise Agreement (“Agreement”) with Waste Management Inc. of Florida, which establishes the terms and conditions under which Waste Management Inc. of Florida will provide exclusive solid waste collection, transportation, and disposal services within the City of Umatilla; and

WHEREAS, the City Council has determined that entering into the Agreement is in the best interest of the City and its residents.

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

Section 1. Approval Of Franchise Agreement. The Solid Waste Franchise Agreement between the City of Umatilla and Waste Management Inc. of Florida, attached hereto as Exhibit “A”, is hereby approved and incorporated into this Ordinance by reference.

The Mayor is authorized to execute the Agreement on behalf of the City, and the City Manager is authorized to implement and administer the Agreement’s provisions.

Section 2. Grant of Exclusive Franchise. Pursuant to Article IV of the City Code of Ordinances, the City hereby grants Waste Management Inc. of Florida an exclusive franchise to collect, transport, and dispose of solid waste within the municipal boundaries of the City of Umatilla, in accordance with the terms of the Franchise Agreement.

Section 3. Severability. If any section, sentence, clause, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance.

Section 4. Repeal. All ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. 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.

CITY OF UMATILLA, FLORIDA

By: _____
Christopher R. Creech, Mayor

ATTEST:

Approved as to form:

Jessica Burham, CMC, FCRM
City Clerk

Jennifer Cotch
City Attorney

Passed First Reading: _____

Passed Second Reading : _____

EXHIBIT A

FRANCHISE AGREEMENT BETWEEN THE CITY OF UMATILLA AND WASTE MANAGEMENT INC. OF FLORIDA

This Franchise Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, between the **City of Umatilla, Florida** ("City"), a Florida municipal corporation, and **Waste Management Inc. of Florida** ("Contractor"), a Florida corporation, which is authorized to do business in the State of Florida.

WHEREAS, the City is authorized pursuant to its Charter and Article IV – Franchises of the Umatilla Code of Ordinances to grant franchises for the provision of solid waste, yard trash, bulk waste, commercial, roll-off, and compactor collection services within the City; and

WHEREAS, the City desires to establish an orderly, reliable, environmentally sound, and financially sustainable system for the collection and disposal of Residential and Commercial Solid Waste within the City's corporate limits; and

WHEREAS, the City Council finds that providing such services through a single exclusive franchise promotes public health, safety, and welfare, ensures consistency of service, reduces duplication of collection routes, minimizes roadway impacts, enhances neighborhood aesthetics, and provides for efficient oversight and accountability; and

WHEREAS, the City has reviewed the qualifications, operational capacity, experience, and capabilities of Contractor and finds Contractor capable of performing the solid waste collection services required by the City; and

WHEREAS, the City desires to grant Contractor an exclusive franchise to provide Residential and Commercial Solid Waste Collection Service, Yard Trash Collection Service, Bulk Waste Collection Service, Containerized Residential Collection Service, Commercial Containerized Collection Service, Roll-off Collection Service, and Compactor Collection Service within the City; and

WHEREAS, the City Council finds that entering into this Agreement will promote efficient, consistent, and environmentally responsible solid waste collection services for the benefit of all residents and businesses.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 DEFINITIONS

For purposes of this Agreement, the definitions contained herein shall apply unless otherwise specifically stated. If a word or phrase is not defined in this section, the definition of such word or phrase as contained in the City Code, shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Agreement. This Franchise agreement between the City and Franchisee, together with all exhibits and other documents that are expressly incorporated by reference.

Acceptable Waste. Residential and Commercial Solid Waste which may be disposed of at City designated disposal facilities.

Bags. Non-dissolvable plastic trash bags.

Bed and Breakfast A property designated by the City as a Bed and Breakfast. The use of such property shall be classified for collection and fee the same as such property is classified by the City for water and sewerage purposes.

Biohazardous, Biological or Biomedical Waste. The term is defined as set forth in the Florida Administrative Code, as amended from time to time.

Bulk Items. Those items that may require special handling and management including but not limited to, White Goods; any materials resulting from home improvements which are properly packaged for collection; and all household goods and furniture. Bulk Items must be usual to housekeeping and must be generated by the customer at the Dwelling Unit, wherein the Bulk Item is collected. Bulk Items do not include items herein defined as Exempt Waste.

Bundle. A package containing Yard Trash or Rubbish only, weighing not over fifty (50) pounds and not exceeding four (4) feet in its longest dimensions or six (6) inches in diameter; tied with cord or rope, or otherwise secured, in a manner to permit lifting and carrying of the full weight thereof without spillage or neatly stacked (in the case of limbs and palm fronds) so that such Yard Trash may be easily removed without further sorting.

Business. All retail, professional, wholesale, institutional or industrial facilities and any other commercial enterprises, including Hotels or Motels and licensed recreational vehicle parks, offering goods or services to the public.

Can Residential Solid Waste Collection Service. Collection of Residential Solid Waste from On-Service Dwelling Units in the Service Area whose Garbage is collected by means of a Garbage Can.

City Council. The City Council of the City of Umatilla, Florida.

City Designated Facility. A Solid Waste Disposal Facility chosen by the City's Contract Administrator. Such facility may change from time to time.

Collection. The process whereby Residential or Commercial Solid Waste are removed and transported to a Designated Facility.

Commercial Property. All Businesses, including Hotels and Motels and licensed recreational vehicle parks in the Service Area.

Commercial Recovered Materials. Any metal, paper, glass, plastic, textile, or rubber materials that have a known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not Solid Waste.

Commercial Solid Waste. Any Garbage, Rubbish or Yard Trash that is usual to the normal operation of stores, offices, Businesses or Commercial Properties. Commercial Solid Waste must be generated by the customer at the Commercial Property where the Commercial Solid Waste is Collected and does not include items defined herein as Bulk Items, Contractor-generated Waste, Exempt Waste or Commercial Recovered Materials.

Commercial Solid Waste Collection Service. Collection of Commercial Solid Waste from Commercial Properties in the Service Area. Such service shall include Containers, Compactors or Garbage Cans and shall include Roll-off Containers when such Containers are used for the Collection of Commercial Solid Waste but shall not include Roll-off Containers used for Roll-off Collection Services.

Compactor. Any Container which has a compaction mechanism, whether stationary or mobile.

Construction and Demolition Debris. This term shall be as set forth in the Florida Administrative Code, as amended from time to time.

Contractor-generated Waste. Rubbish, Yard Trash and/or Bulk Items generated by builders, building Contractors, privately employed tree trimmers and tree surgeons, landscape services and lawn or yard maintenance service and nurseries.

Container. Any Container, with a Capacity of one (1) cubic yard up to and including ten (10) cubic yards, designed or intended to be mechanically dumped into a loader-packer type garbage truck.

Containerized Residential Solid Waste Collection Service. The Collection of Residential Solid Waste from On-Service Dwelling Units in the Service Area whose Garbage is collected by means of a central or shared Container and not by means of a Garbage Can. This is a multifamily dumpster service.

Contractor. That person or entity that has obtained from the City a franchise or Agreement to provide the services set forth herein.

Contract Administrator. That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.

County. This term shall mean Lake County, Florida.

Designated Facility. The place or places specifically designated by the City for the disposal or processing of Residential Solid Waste or Commercial Solid Waste.

Dwelling Unit Any type of structure or building unit; intended for, or capable of being utilized for, residential living, other than those structures or building units included within the definitions of Commercial Property herein.

Exempt Waste. Biohazardous, Biomedical or Biological Waste, Contractor-generated Waste, Special Waste, Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid Batteries (except household batteries), used oil, Yard Trash which is four (4) feet or more in its longest length and/or six (6) inches or more in diameter and/or weighs more than fifty (50) pounds, any materials resulting from home improvements which are not properly packaged for collection, and/or any Residential or Commercial Solid Waste which is not legally permitted for disposal at the City's Designated Facility.

Garbage. All putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities.

Garbage Can. Any commonly available light gauge steel, plastic or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s) including waterproof plastic bags of heavy mill construction which can be safely and securely closed. A Garbage Can including properly packaged Yard Trash shall not exceed thirty-two (32) gallons in Capacity nor fifty (50) pounds in weight.

Gross Revenue. All Contractor revenue billed to the City for residential services, and all Contractor billed revenue for commercial and roll off services, including collection rates, disposal and franchise fees and other ancillary fees.

Hazardous Waste. Any Solid Waste which is defined as a Hazardous Waste by the State of Florida Department of Environmental Protection in the State of Florida Administrative Code, or by any future legislative action or, by federal, state or local law.

Hotel or Motel. A structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven (7) days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes, or its successor law.

On-Service Dwelling Unit. A Dwelling Unit located within the Service Area subscribing to Residential Solid Waste Collection Service which is not included within the definition of Excluded Property.

Residential Solid Waste Disposal Fee. The fee charged for Solid Waste Disposal.

Residential Solid Waste. Any Garbage, Rubbish, Yard Trash or Bulk Item that is usual to housekeeping. Residential Solid Waste must be generated by the customer at the On-Service Dwelling Unit wherein the Residential Solid Waste is Collected and does not include items defined herein as Contractor-generated Waste or Exempt Waste.

Residential Solid Waste Collection Service. Cart Residential Solid Waste Collection Service and Containerized Residential Solid Waste Collection Service.

Roll-off Containers. Non-compactor Containerized Residential or Commercial Solid Waste storage and Collection equipment or device with a Capacity of ten (10) cubic yards or greater which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping.

Roll-off Collection Service. The Collection and disposal of Roll-off Containers containing materials, including but not limited to, building or demolition contractor-generated Waste or Special Waste, which are not herein defined as Residential Waste or Commercial Solid Waste.

Rubbish. All refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage, which are usual to housekeeping and/or to the operation of stores, offices, Businesses and other Commercial Property; also, any bottles, cans or other containers not containing Garbage. Rubbish does not include items herein defined as Exempt Waste.

Service Area. The geographical area of the municipal boundaries of the City of Umatilla served by Contractor pursuant to this Agreement, as may be amended during the term of this Agreement subject to pre-existing contracts, areas annexed into City, or pursuant to law.

Sludge. The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, pipes, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

Special Waste. Tires, Construction and Demolition Debris, Land Clearing Debris, Hazardous Waste, Hazardous Material or any other unusual material for which the City collects a separate disposal charge.

Yard Trash. Vegetative matter resulting from routine and periodic yard and landscaping maintenance which is less than four (4) feet in length or more in its longest dimension and/or less than six (6) inches or more in diameter and/or weighs less than fifty (50) pounds. Yard Trash does not include items herein defined as Exempt Waste.

White Goods. Discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White goods must be generated by the customer at the On-Service Dwelling Unit wherein the White Goods are Collected.

Rollout Cart. A 64-gallon or 96-gallon Rollout Cart made of heavy plastic with wheels and a hinged top capable of being collected in an automated or semi-automated manner. Residential Solid Waste collection shall be accomplished with a 64-gallon or 96-gallon cart.

Rollout Cart Residential Solid Waste Collection Service. The Collection of Residential Solid Waste from On-Service Dwelling Units in the Service Area whose Garbage is collected by means of a Rollout Cart.

SECTION 2 TERM OF THE AGREEMENT

The initial term of this Agreement shall be for a period of five (5) years, commencing February 1, 2026, and ending on February 28, 2030. The parties have the option to extend this Agreement for up to three (3) additional five-year terms. Both parties must agree, in writing, to any subsequent extension.

SECTION 3 CONTRACTOR'S FRANCHISE

3.1 Exclusive Franchise Granted. Contractor is granted an exclusive franchise to provide Residential and Commercial Solid Waste Collection Service within the Service Area. Roll-off Collection Service shall not be exclusive to Contractor for Construction and Demolition Debris but shall be exclusive to Contractor for garbage and other waste materials not deemed to be Construction and Demolition Debris. Exempt Waste Collection and Commercial Recovered Material Collection services shall not be exclusive to Contractor.

3.2 Service Provided. Contractor shall provide Residential and Commercial Solid Waste Collection Service in the Service Area.

3.3 Manner of Collection. Contractor shall provide Residential and Commercial Solid Waste Collection Services with as little disturbance as possible and shall leave any Garbage Can or Container at the same point it was collected. Where Container service is provided, Contractor shall replace the Container to its original or agreed upon position.

3.4 Carts Supplied by Contractor. City has previously supplied one 64-gallon and one 96-gallon Rollout Cart to each On-Service Dwelling Unit, either or both of which may be utilized for Cart Residential Solid Waste Collection Service. All carts shall remain City's property. Contractor shall provide carts for all new service addresses within the City. Contractor shall maintain the Rollout Carts and provide replacements for carts damaged by Contractor or those worn by normal wear and tear. Lost, stolen or otherwise damaged carts will be replaced by Contractor at no cost.

SECTION 4 WASTE COLLECTION SERVICE AREA

4.1 Description of Service Area. The Service Area includes all the land within the incorporated areas of the City.

4.2 Adjustments to Service Area. The boundaries of the Service Area may be adjusted if lands are added or removed from the City pursuant to annexation, interlocal agreement or similar change. In such cases, the rights of Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other applicable laws.

The annexation of lands after the Effective Date of this Agreement may require Contractor to provide collection services to the annexed property. Contractor shall provide its services to the annexed property for the rates established in this Agreement unless otherwise agreed to in writing by both parties. The City shall promptly notify Contractor of any changes to the Service Area which require Contractor's services.

SECTION 5 RESIDENTIAL COLLECTION SERVICE

5.1 Residential Solid Waste Collection Service. Contractor shall provide Rollout Cart Residential Solid Waste Collection Service.

5.2 Frequency of Solid Waste Collection. Residential Garbage, Rubbish and Yard Trash Collection shall be collected once per week. In the event a regularly scheduled day falls on a holiday, the Collection shall occur on the next scheduled workday.

5.3 Frequency of Residential Bulk Collection. Residential Bulk items shall be set out and collected within seventy-two (72) hours from the day the customer requests a bulk pick-up service (excluding Saturdays, Sundays and holidays).

5.4 Conditions for Solid Waste Collection. All Residential Solid Waste shall be properly containerized in Contractor provided Rollout Carts, Bundled or otherwise prepared for Collection. Should there be more Residential Garbage than can be safely contained in the Rollout Cart, customers may use additional approved containers to place the excess Residential Garbage for collection and it must be placed next to the Rollout Cart provided.

5.5 Cart Accessibility for Solid Waste Collection. All Residential Solid Waste shall be placed within three (3) feet of the curb, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the pickup location. For Rollout Carts, the cart shall be placed in such an orientation that the automated or semi-automated collection vehicle may access the cart and collect the waste therein in a safe and efficient manner.

5.6 Off-Street Service. Contractor shall provide Off-Street Residential Solid Waste Collection Service as follows:

- a. **Disabled Persons.** Notwithstanding any term or definition set forth in this Agreement, Off-Street Residential Solid Waste Collection from a Residential On-Service Dwelling Unit shall be required if all adult occupants residing therein are disabled and if a request for Off-Street Service has been made to, and approved by, the Contract Administrator in the manner required by City. The Contract Administrator shall notify Contractor in writing of any customers requiring Off-Street Service. No additional monies shall be due to Contractor for the provision of Off-Street Service to disabled customers.
- b. **Non-Disabled Persons.** Off-Street Residential Solid Waste Collection service is available to non-disabled persons, for an additional fee as provided in the Exhibits.

SECTION 6 MULTIFAMILY CONTAINERIZED COLLECTION SERVICE

6.1 Containerized Residential Solid Waste Collection Service. Contractor shall provide Containerized Residential Solid Waste Collection Service to those Dwelling Units subscribed to services which utilize Containers for the accumulation and storage of Residential Solid Waste. Containers, when requested by customer, shall be provided by Contractor within forty-eight (48) hours from when the request is made (excluding Sundays and holidays).

6.2 Conditions and Frequency of Solid Waste Collection. All Residential Solid Waste shall be properly Containerized by the customer. Residential Garbage, Rubbish and Yard Trash shall be Collected as deemed necessary and as determined between Contractor and the customer, but such Collection service shall be received no less than one (1) time per week with no exception for holidays as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between Contractor and customer as long as the minimum frequency requirement is met.

Container size and Collection frequency (above the minimum) shall be determined between Contractor and customer. However, size and frequency shall be sufficient to provide that no Residential Garbage, Rubbish, Yard Trash or Bulk Items (excluding White Goods) need to be placed outside the Container.

6.3 Container Accessibility for Solid Waste Collection. All Containers shall be readily accessible to Contractor's crew and vehicles and not blocked.

6.4 Provision of Containers for Collection Service. Contractor shall provide Containers at the approved rates; however, customers may own their Container provided that the customer shall be completely responsible for its proper maintenance and provided that such Container is of a type that can be serviced by Contractor's equipment.

6.5 Collection Container Damage. Any Container Contractor damages shall be repaired or replaced, at Contractor's expense and at no cost or inconvenience to the customer, within forty-eight (48) hours, excluding Sundays and holidays. Any Contractor-owned Container damaged by the customer shall be repaired or replaced by Contractor at the customer's expense and at no cost to Contractor, within forty-eight (48) hours, excluding Sundays and holidays.

SECTION 7 COMMERCIAL COLLECTION SERVICE

7.1 Commercial Solid Waste Collection Service. Contractor shall Collect and dispose of all Commercial Solid Waste generated by customers subscribing to Commercial Solid Waste Collection Service. It is the intent of the City that all Commercial Solid Waste generated in the Service Area be Collected by Contractor.

7.2 Frequency of Solid Waste Collection. Commercial Solid Waste Collection Service shall be provided as deemed necessary and as determined between Contractor and the customer, but such service shall be received no less than one (1) time per week with no exception for holidays (this does not apply to compactor service) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between Contractor and the customer as long as the minimum frequency requirement is met.

7.3 Container Service Option. Service may be provided by Container at the option of the customer. Container size and Collection frequency (above the minimum) shall be determined between Contractor and customer. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Container.

7.4 Accessibility for Solid Waste Collection. All Containers, Compactors, or Garbage Cans shall be readily accessible to Contractor's crew and vehicles and not blocked.

7.5 Provision of Containers for Collection Service. Contractor shall provide Containers at the approved rates; however, customers may own their Container provided that the customer shall be completely responsible for its proper maintenance and provided that such Container is of a type that can be serviced by Contractor's equipment. Contractor shall provide Containers requested by customers within forty-eight (48) hours of the request (excluding Saturday, Sunday and Holidays).

7.6 Collection Container Damage. Any Container Contractor damages shall be repaired or replaced, at Contractor's expense and at no cost or inconvenience to the customer, within forty- eight (48) hours, excluding weekends and holidays. Any Contractor-owned Container damaged by the customer shall be repaired or replaced by Contractor at the customer's expense and at no cost to Contractor within forty-eight (48) hours from when the request is made (excluding weekends and holidays).

7.7 Compactors. Contractor may provide Compactors; however, customers may own or lease Compactors provided that the customer shall be completely responsible for its proper maintenance and provided that such Compactor is of a type that can be serviced by Contractor's equipment. Compactor collection frequency shall be sufficient to contain the Commercial Solid Waste without spillage, or unsanitary or unsafe conditions.

SECTION 8 HOURS AND DAYS FOR COLLECTION SERVICE

8.1 Can Residential Solid Waste Collection Service. Can Residential Solid Waste Collection Service be provided between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday, excluding Saturdays, Sundays and holidays. Collection hours and/or days may be extended due to extraordinary circumstances with the Contract Administrator's prior written consent.

8.2 Multi-Family Containerized Residential Solid Waste Collection Service. Containerized Residential Solid Waste Collection Service shall be provided between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday, excluding Sundays and holidays. Collection hours and/or days may be extended due to extraordinary circumstances with the Contract Administrator's prior written consent.

8.3 Residential Adjacent Commercial Solid Waste Collection Service. Contractor shall provide collection services between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday, excluding Saturdays, Sundays and holidays. Collection hours and/or days may be extended due to extraordinary circumstances with the Contract Administrator's prior written consent.

8.4 Non-Residential Adjacent Commercial Solid Waste Collection Service. Contractor shall provide collection services between the hours of 4:00 a.m. and 8:00 p.m., Monday through Saturday, excluding Sundays and holidays. Collection hours and/or days may be extended due to extraordinary circumstances with the Contract Administrator's prior written consent.

SECTION 9 HOLIDAYS

Contractor shall not be required to provide Residential or Commercial Solid Waste Collection Services or maintain office hours on Thanksgiving, Christmas, New Year's Day, Memorial Day, the 4th of July, and Labor Day. Residential Solid Waste (Garbage, Rubbish, or Yard Waste) which is scheduled for pick up, but which is not collected on the holiday shall be collected on the next scheduled workday. Collection service regularly scheduled for that workday will be serviced the following workday through the end of the week. Example: if a holiday falls on a Wednesday, regular Wednesday collection will be performed on Thursday, regular Thursday collection will be performed on Friday, and regular Friday collection will be performed on Saturday. It shall be the responsibility of Contractor to notify the City of alternative holiday collection days.

SECTION 10 COLLECTION SERVICE SCHEDULES AND ROUTES

Contractor shall provide the Contract Administrator schedules for all Residential and Commercial Solid Waste Collection Service routes and shall always keep such information current. If any changes to the Collection route days occur, the Contract Administrator shall be immediately notified in writing. In the event of a permanent change in routes or schedules that will alter the day of pick-up, at least two (2) weeks prior to the schedule change, Contractor shall immediately notify the affected customer(s), in writing or by other manner approved by the Contract Administrator.

SECTION 11 RESIDENTIAL RECYCLING COLLECTION SERVICE NOT PART OF AGREEMENT

Curbside Residential Recycling Collection Service is not provided under this Agreement. However, should the City desire to include this service and Contractor can provide such service, the parties agree to participate in good faith negotiations to amend this Agreement for the inclusion of such service.

SECTION 12 RATES FOR CONTRACTOR'S SERVICES

12.1 Solid Waste Collection Rates. The Rates that shall be charged for Solid Waste Collection and any additional charges under this Agreement are listed in the Exhibits.

The rates for all services under this Agreement are set forth in:

- Exhibit 2 – Residential Can Rates
- Exhibit 3 – Containerized Residential Rates
- Exhibit 4– Commercial Can Rates
- Exhibit 5 – Commercial Containerized & Roll-Off Rates
- Exhibit 6 – Compactor Rates

12.2 Annual Adjustments to Collection Component of Rates. Subject to compliance with all provisions in this Section, each year Contractor shall receive an annual adjustment in the collection and other non-disposal portions of Residential and Commercial Solid Waste Collection Rates as set forth in the attached Exhibits.

Effective February 1, 2026, and each February 1st thereafter during the term of this Agreement, the Rates shall be adjusted by the percentage change in the Waste & Trash Collection CPI (BLS CUSR0000SEHG02) (referred to as the "Garbage & Trash Index") from the base month, which shall be September of the prior year, through September of the current year.

On or before October 31 of each year during the term of this Agreement, Contractor shall deliver to the City a printout of the September Garbage & Trash Index with new proposed Rate Exhibits. Should the September Garbage & Trash Index be unavailable by October 15, the parties agree that Contractor may utilize the August Garbage & Trash Index for submission to the City. If Contractor fails to submit the requisite information due to extraordinary circumstances as demonstrated by Contractor, the City may still consider the request for the annual Garbage & Trash CPI rate adjustment if it so chooses.

12.3 Adjustments to Disposal Charges. The City shall pay for any increase in the rate charged by the applicable disposal facility. Contractor shall provide City with documentation and advance notice, when possible, of such increase. The parties shall adjust the Disposal charges in the Exhibits accordingly.

12.4 Residential Disposal. The Waste collected in connection with the Residential Solid Waste Collection Service shall be brought for disposal to the Reworld Waste-To-Energy Plant. Should the Reworld Waste-To-Energy Plant become unavailable for a period of 90 days or more, Contractor shall notify the City as soon as reasonably possible. During the time Reworld Waste-To-Energy Plant is unavailable, Contractor shall transport the collected matter to its Wildwood Transfer Station at the Disposal rate currently in effect under the terms of this Agreement. During the 90-day period, the parties agree to negotiate, in good faith, the terms of this Agreement. Failure to reach an agreement 90 days from the date Contractor notified the City in writing of this occurrence, or by a date mutually agreed to, in writing, by the parties, the Agreement may be terminated by either party.

12.5 Rate Adjustments for Changes in Law. State Sales or Service Tax. In the event the State of Florida requires Contractor to begin paying sales or service tax on Residential or Commercial Solid Waste Collection Services, Contractor shall be allowed to pass on to the customer the tax to the extent of actual sales or service taxes paid. The City shall approve the pass on charge within sixty (60) days the Contract Administrator receives the request and all supporting information, or the date the sales or service tax is implemented, whichever is later.

12.6 Other Costs. Contractor may petition the City at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue. Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The City may request from Contractor such further information as may be reasonably necessary in making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the City. In the event the request is approved the adjustment will be effective when such costs can reasonably be passed on to customers.

SECTION 13

SERVICE RATES AND CHARGES COLLECTION

13.1 Residential Service Charges. The City shall bill and collect all fees for Residential Solid Waste Collection Service, including:

- Can Residential Service
- Residential Yard Trash
- Residential Bulk Waste
- Multifamily Containerized Residential Collection Service

Contractor shall not bill residential customers for any service.

13.2 Commercial and Containerized Service Charges. The City shall bill and collect all fees for:

- Commercial Solid Waste Collection Service
- Commercial Containerized Collection Service
- Roll-off Collection Service
- Compactor Collection Service

Contractor shall not bill commercial or roll-off customers for any service.

13.3 Level, Type, and Disclosure of Rates. For Commercial and Containerized service, Contractor shall provide the level and type of service requested by the City; however, all rates charged to the customer shall be the rates established and adopted by the City, as set forth in the applicable Exhibits. The Contractor will provide a change of container size and/or quantity only by request of the City.

Contractor shall not negotiate, set, or collect any rate from any customer.

13.4 Additional Services. When the City requests that Contractor perform additional services (including extra pickups, special collections, or container exchanges):

- The City shall bill the customer for such services, and
- The City shall pay Contractor the applicable collection + disposal rate shown in the Exhibits.

Contractor shall not bill the customer directly for additional services.

13.5 Monthly Reporting by Contractor. Contractor shall submit to the City a monthly report showing:

- All residential units served.
- All commercial accounts served.
- All containers and frequencies.
- All roll-off and compactor hauls.
- All special services performed.
- Any contamination or service issues.

13.6 Verification and Adjustment. The City shall verify all service counts prior to payment. If discrepancies are identified:

- Invoices shall be adjusted accordingly.
- Overpayments shall be credited.
- Underpayments shall be paid on the next billing cycle.

SECTION 14 FRANCHISE FEE

14.1 Franchise Fee. The City retains the 10% franchise fee from customer rates.

14.2 No Remittance Requirement. Contractor shall not remit franchise fees to the City.

14.3 Changes. Changes to franchise fees require City Council approval.

SECTION 15 PAYMENTS

No later than the fifteenth (15th) day following the month this Agreement becomes effective, and each month thereafter during the term of this Agreement, the City will prepare and deliver to Contractor and Contractor shall prepare and deliver to City a Monthly Payment Form as set forth in the Exhibits. The amount due will be payable no later than the tenth (10th) day of the following month.

SECTION 16 CONTRACTOR SERVICES FOR THE CITY

16.1 Community Cleanups. Contractor agrees to perform at least four (4) community cleanups within the Service Area each calendar year. The times and locations of the community cleanup shall be selected by the Contract Administrator after coordinating with Contractor. Contractor shall provide appropriate containers during each community cleanup at no cost to the City. During the community cleanup, Contractor shall collect only Garbage, Trash, Yard Trash, and Bulk Trash. Contractor shall transport these materials for disposal at no cost to the City.

16.2 Collection for City-Sponsored Events. Contractor shall provide collection services at designated City facilities at no cost to the City, at least six (6) times per calendar year. The times and locations of the City events shall be selected by the Contract Administrator after coordinating with Contractor.

16.3 Yellow Recycling Containers. Contractor agrees to provide yellow recycling containers within the City's commercial area, as designated by the City, for use by all residents wishing to drop recycling. Contractor shall dispose of the recycling at no cost to the City.

16.4 Tire Disposal. Contractor agrees to provide a Roll-off container to the City for used tires collected by City Public Works. As needed, Contractor will transport the Roll-off container and dispose tires at Global Tire Recycling in Wildwood Florida at no cost to the City.

SECTION 17 PUBLIC NOTICES AND EDUCATIONAL SERVICES

Contractor shall provide public notices and educational services to help inform the public about the City's Solid Waste Management system. Contractor shall work closely with the City when preparing the notices, educational materials, and promotional information being sent to customers in the Service Area. The design and content of the notices, educational materials, and promotional information shall be subject to the City's approval. Contractor shall be responsible for all expenses associated with the notices, educational materials, and promotional information required herein.

SECTION 18 SPILLAGE AND LITTER

Contractor shall not litter premises in the process of making Collections but shall not be required to Collect any Residential Solid Waste, or Commercial Solid Waste that have not been either placed or prepared in any manner as set forth herein. Contractor shall transport all Residential Solid Waste or Commercial Solid Waste in such a manner as to prevent the spilling or blowing from Contractor's vehicle. Contractor shall promptly clean up all spillage it causes.

SECTION 19 CONTRACTOR'S PERSONNEL

Contractor shall assign qualified persons to be in charge of the operations within the Service Area and shall provide the names of those persons in writing to the Contract Administrator. Contractor shall employ and assign qualified personnel to perform all services set forth herein. Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and

meet all federal, state and local requirements related to their employment and position. The City may request the transfer of any employee of Contractor who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties. Each driver of a Collection vehicle shall at all times carry a valid Florida commercial driver's license and all other required licenses for the type of vehicle that is being operated.

SECTION 20 COLLECTION EQUIPMENT

Contractor shall always have on hand, in good working order, Solid Waste Collection equipment as shall permit Contractor to adequately and efficiently perform the duties specified in this Agreement. Solid Waste Collection equipment shall be of the enclosed, loader-packer type. All equipment shall always be kept in good repair and appearance and in a sanitary, clean condition. Contractor shall always have available to it reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by Contractor to perform the contractual duties. Contractor's name, office telephone number and other identifying symbols as may be prescribed by the City shall be properly displayed on all collection vehicles.

SECTION 21 EXEMPT WASTE

Contractor shall not be required to collect and dispose of Exempt Waste but may offer such services. Collection and disposal of Exempt Waste is not required under this Agreement, but if provided by Contractor, it shall be in strict compliance with all federal, state and local laws and regulations.

SECTION 22 OFFICE

Contractor shall maintain an office where complaints can be received, and which provides toll-free telephone access for customers living in Lake County. Such office shall be equipped with sufficient telephones and shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m. on those days that Contractor provides Residential Solid Waste Collection Services. Contractor shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed. Contractor shall provide the Contract Administrator with an emergency phone number where it can be reached at all times.

SECTION 23 SERVICE INQUIRIES AND COMPLAINTS

23.1 Customers Billed by the City. All customers billed directly by the City for Solid Waste Collection shall contact the City's Utility Department Customer Service for all service-related inquiries and complaints.

23.2 Customers Billed by Contractor. All customers billed directly by Contractor for Solid Waste Collection and additional services shall contact Contractor for all service-related inquiries and complaints. Contractor shall provide written notice in a format approved by City to all customers, served by Contractor, about complaint procedures, rules and regulations including office hours, telephone number and mailing address.

23.3 Contractor Complaint Handling. Contractor shall handle all service complaints in a prompt and efficient manner. Complaints received before 12:00 p.m. (noon) of a working day shall be addressed and resolution attempted that day; complaints received after 12:00 p.m. shall be addressed and resolution attempted no later than the next working day. When the next working day is a Sunday, the complaint shall be addressed, and resolution attempted on Monday. When the next working day is a holiday, the complaint shall be addressed, and resolution attempted on the next working day. In the case of a dispute between a Contractor and a customer, the matter will be reviewed, and a decision made by the Contract Administrator.

23.4 Contractor Complaint Records Retention. Contractor will maintain a written record of all inquiries and complaints in a manner prescribed by the City. The following information will be provided for each inquiry or complaint: Date; time of call; person calling; address of person calling; telephone number of person calling; reason for inquiry or complaint; and action taken by Contractor. Contractor will, by the tenth (10th) day of each month, file with the Contract Administrator a copy of the completed forms for all inquiries and complaints received by Contractor during the preceding month.

23.5 Contract Complaint Reporting. Contractor shall provide the Contract Administrator with a report on the disposition of any unresolved complaint involving a claim of damage to private or public property as a result of the actions of Contractor's employees, agents or subcontractors.

23.6 Immediate Notification of Certain Complaints. Contractor shall immediately notify the Contract Administrator if Contractor receives a complaint involving a claim of personal injury, death, or property damage resulting from Contractor's actions in the City. Contractor shall provide the Contract Administrator with a written report about any such matters within three (3) calendar days after Contractor receives the complaint.

SECTION 24

QUALITY OF PERFORMANCE OF CONTRACTOR

It is the intent of the City to ensure that Contractor provides quality Collection services. To this end, all complaints shall be promptly resolved pursuant to the provisions of this Agreement. In the event legitimate complaints, as determined by the Contract Administrator, exceed two (2%) percent of Contractor's total customers within its Residential Service Area during any applicable fiscal year, or one-half of one percent (.5%) of Contractor's total customers within its Residential Service Area during any one calendar month, the Contract Administrator may levy administrative charges of \$100.00 per incident for those actions related to service as listed below. There shall be \$25.00 per occurrence per day administrative charge assessed against Contractor for failure to appropriately respond to a failure to pick up allegation within twenty-four (24) hours of verbal notification by the City or the consumer of the failure to pick up.

1. Failure to clean up spillage caused by Contractor.
2. Failure to replace damaged Containers in the required time-period (forty-eight (48) hours except for weekends or holidays).
3. Failure to replace Containers in designated location, crossing planted areas, or similar violations.
4. Failure to repair damage to customer property.

The Contract Administrator may also levy administrative charges for all other infractions of this Agreement in an amount of \$100.00 per day per incident without regard to the percentage of customer complaints including:

1. Failure to maintain equipment in a clean, safe and sanitary manner.
2. Failure to have vehicle operators properly licensed.
3. Failure to maintain office hours as required by this Agreement.
4. Failure to maintain and/or submit to the City all documents and reports required under the provisions of this Agreement.
5. Failure to properly cover materials in Collection vehicles.
6. Failure to display Contractor's name and phone number on Collection vehicles.
7. Failure to comply with the hours of operation as required by this Agreement.

The administrative charge for failure or neglect to complete each route on the regular scheduled pick-up day shall be \$1,000.00 per route for each day the route is not completed. The administrative charge may be waived at the sole discretion of the Contract Administrator in the event of unusual or extraordinary circumstances. Changing route days without proper notification will result in an administrative charge of \$1,000.00 per incident.

Failure to deliver any Residential or Commercial Solid Waste to the Designated Facility will result in the following administrative charges:

First Offense - \$1,000.00 administrative charge. Second Offense - \$2,500.00 administrative charge. Third Offense - termination of Agreement.

For the purpose of this section, the Contract Administrator may deduct any administrative charges from payments due or to become due to Contractor. The Contract Administrator may assess administrative charges, pursuant to this Section, on a monthly basis in connection with this Agreement and shall, at the end of each month during the term of this Agreement, notify Contractor in writing of the administrative charges assessed and the basis for each assessment. Contractor shall pay the assessment within thirty (30) days of the date of the notice. In the event Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing that the Contract Administrator request a hearing date before the City Council to present its defense to such assessment. The administrative charge shall be abated during the contest period. In the event the charge is upheld, the City Council may apply the administrative charge retroactively from the date it became effective for each day the incident continued unresolved. The City Council shall notify Contractor in writing of any action taken with respect to Contractor's claims and the decision of the City Council shall be the final administrative action.

SECTION 25

FILING OF REQUESTED INFORMATION AND DOCUMENTS

25.1 In addition to any other requirements of this Agreement, Contractor shall be required to file statistical and other pertinent information pertaining to Residential and Commercial Solid Waste Collection Services as may be requested by the City to comply with the provisions of Section 403, Florida Statutes, as amended, other pertinent rules, laws and regulations and any interlocal agreements the City has or may enter into during the term of this Agreement.

25.2 Contractor shall file and keep current with the City all documents and reports required by this Agreement. Prior to September 1 of each year this Agreement is in effect, Contractor, based on a list provided by the City, shall ensure and certify to the City that all required documents such as, but not limited to, certificates of insurance, performance bond, route schedules and maps, driver's license certifications, and lists of Collection equipment vehicles are current and on file with the City.

25.3 The assessment or payment of any administrative charges imposed upon Contractor by virtue of this entire section shall not constitute a defense to Contractor nor an election of remedies by the City or an estoppel against the City nor prevent the City from testing this Agreement.

25.4 The election of the City to refrain from assessing administrative charges, suspending or terminating this Agreement, or seeking any other relief for any Contractor failure shall not constitute a waiver on the part of the City of its right to pursue a remedy for future failure to perform by Contractor.

SECTION 26

PUBLIC RECORDS RETENTION

To the extent doing so will not violate any federal law relating to confidentiality of records, Contractor shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes by:

- a. Keeping and maintaining all public records required by the City to perform the service.
- b. Providing to the City, upon request from the City's Custodian of Records, a copy of any requested records or allowing such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensuring all public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, are not disclosed except as otherwise authorized by law for the duration of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the City.

- d. Upon completion of the Agreement, either (1) transferring to the City, at no cost to the City, all public records in Contractor's possession and destroying any duplicate copies of public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, or (2) continuing to keep and maintain all public records required by the City to perform the service in accordance with all applicable requirements for retaining public records. All records stored electronically by Contractor must be provided to the City in a format that is compatible with the City's information technology systems.

Notwithstanding anything contained herein to the contrary, failure to comply with the above provisions shall constitute a default and material breach of the Agreement by Contractor and shall give the City the option, but not the obligation, to immediately terminate the Agreement without penalty.

CONTRACTOR SHALL DIRECT ALL QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT TO THE CITY'S CUSTODIAN OF RECORDS AT (352) 669-3125 OR JBURNHAM@UMATILLAFL.ORG OR 1 SOUTH CENTRAL AVENUE, UMATILLA, FL 32784.

SECTION 27 EMERGENCY SERVICE PROVISIONS

In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contract Administrator may grant Contractor a variance from regular routes and schedules. As soon as practicable after such an event, Contractor shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. Contractor shall receive additional compensation, above the normal compensation as stated in the Exhibits to this Agreement for such an occurrence, provided Contractor has first secured written authorization and approval from the City.

SECTION 28 PERMITS AND LICENSES

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

SECTION 29 PERFORMANCE BOND

Prior to commencing service under this Agreement, Contractor shall furnish to the City, and keep current, an irrevocable letter of credit or a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of \$2,000,000.00 in a form acceptable to the City Attorney. The Performance Bond shall be executed by a surety company licensed to do business in the State of Florida; having an A- or better rating by A.M. Best or Standard and Poor's (S&P); and included on the list of surety companies approved by the Treasurer of the United States.

SECTION 30 INSURANCE

Contractor shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance as will assure to City the protection contained in this Agreement, including Indemnification, undertaken by Contractor. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Contractor shall provide the following:

A. Workers Compensation and Employers Liability Insurance. Workers' Compensation and Employers Liability Insurance to apply for all employees in compliance with federal and state law. In addition, the policies shall include a limit of Three Million Dollars (\$3,000,000.00) per accident and per employee for disease.

B. General Liability Insurance. General Liability Insurance with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence, \$6,000,000.00 aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices and must include:

1. Premises and/or Operations.
2. Independent Contractors.
3. Broad Form Property Damage.
4. Broad Form Contractual Coverage applicable to this specific Agreement, including the indemnification section.
5. Personal Injury Coverage.
6. Product and Completed Operations.
7. Bodily injury and property damage liability for promises, operations, products, and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground explosions.
8. Include City and the City Council as "Additional Insureds" with respect to liability arising out of operations performed for City by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

C. Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the insurance Services Office and must:

1. Cover all owned, non-owned and hired vehicles used by Contractor.
2. Include City and the City Council as "Additional Insureds" with respect to liability arising out of operations performed for City by or on behalf of Contractor or acts or omissions of Contractor in connection with such operation.

D. Subcontractor's Insurance. Adequate insurance for all subcontractors shall be Contractor's responsibility. Contractor shall ensure that subcontractors are properly insured to meet the above requirements before subcontractors are permitted to commence work pursuant to this Agreement.

E. Certificate of Insurance. Contractor shall provide to City a Certificate of Insurance required by this Section. All endorsements and certificates shall state that City shall be given thirty (30) days written notice prior to expiration or cancellation of the policy.

SECTION 31 INDEMNITY

31.1 The City has provided certain concessions and otherwise given good and valuable consideration, the sufficiency of which is acknowledged by Contractor, and for said consideration, Contractor agrees as follows:

- a. Contractor shall indemnify and save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission negligent act of Contractor, its agents, servants or employees in the performance of services under this Agreement. The City reserves the right to retain counsel of its own choice at its own expense, or, in the alternative, to approve counsel obtained by Contractor.
- b. Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatever kind or nature arising out of any conduct or misconduct of Contractor not included in this Agreement and for which the City, its agent, servants or employees are alleged to be liable.
- c. This indemnification shall also include any claim or liability arising from, or in any way related to, actual or threatened damage to the environment, City costs of investigation, personal injury or death, or damage to property, due to a release or improper handling by Contractor of Hazardous Waste, Biohazardous Waste, Biological Waste, Infectious Waste or Sludge.
- d. The execution of this Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth in this Agreement.
- e. Contractor further agrees to indemnify, save harmless and defend City, its agents, servants and employees from and against any claim, demand or cause of action brought by any of Contractor's employees, agents or servants for job related injuries alleged to be caused by error, omission or negligent act.
- f. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Notwithstanding the foregoing indemnifications, Contractor shall not be responsible for the negligent acts or omissions attributable to City. However, nothing in this Agreement shall be construed as the City waiving its sovereign immunity pursuant to Section 768.28, et seq., Florida Statutes, or any other sovereign or governmental immunity. This section shall survive the termination of this Agreement.

31.2 Contractor shall require all subcontractors who are engaged to perform Residential or Commercial Solid Waste Collection Services to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor fully indemnifies the City in accordance with this Agreement. However, Contractor shall remain liable to the City should the subcontractor fail to comply with this provision and/or should the City determine, at its sole discretion, the subcontractor's indemnity is inadequate or insufficient.

SECTION 32 BOOKS AND RECORDS

32.1 Contractor shall keep records which are adequate to meet all requirements as set forth herein. Such records shall relate only to this Agreement and shall be kept separate and apart from all other records maintained by Contractor.

32.2 The City or its designee shall have the right to review all records maintained by Contractor, related to this Agreement, on three (3) days written notice. Financial schedules as specified by the City pertaining only to this specific Agreement and Service Area, shall be delivered to the City no later than September 1 of each year during the term of this Agreement.

32.3 Contractor will provide monthly reports to the City reflecting the number of residential tons delivered to the Reworld Waste-To-Energy Plant.

SECTION 33 POINT OF CONTACT

The day-to-day dealings between Contractor and the City shall be between Contractor and the Contract Administrator. Contractor shall designate in writing an employee to handle the day-to-day contact with City.

SECTION 34 NOTICE

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by messenger or courier service, or mailed by registered or certified mail, return receipt requested, and addressed to:

If to the City

City Manager
1 S. Central Ave
Umatilla, FL
32784

If to Contractor

Doug McCoy, Senior Director Manager
8708 N. E. 44th Drive
Wildwood, Florida 34785

Or to such other address as any party may designate by written notice complying with the terms of this Section. Each such notice shall be deemed delivered, if by personal delivery via messenger or courier service, on the date delivered or, if mailed, on the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as undeliverable.

SECTION 35

AGREEMENT DEFAULT

35.1 Except as otherwise provided below or where termination is provided for elsewhere in this Agreement, the City may cancel this Agreement by giving Contractor thirty (30) days advance written notice, to be served as provided in Section 34, upon the happening of any one of the following events:

- a. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy court, or a petition or answer for an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- b. By order or decree of a court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any law or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
- c. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or
- d. Contractor has defaulted by failing or refusing to pay in a timely manner the administrative charges or other monies due the City and said default is not cured within sixty (60) days of receipt of written notice by City to do so; or

EXHIBIT A

e. Contractor has defaulted by allowing any final judgment for the payment of money to stand against him unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by City to do so; or

f. In the event the monies due the City under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, Contractor shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the City Attorney; or

g. Contractor has defaulted, by failing or refusing to perform or observe the material terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the City pursuant thereto or has wrongfully failed or refused to comply with the lawful instructions of the Contract Administrator relative thereto and said default is not cured within thirty(30) days of receipt of written notice by the City to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from the City to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof, with Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time. No notice to cure a default will be required if Contractor fails to perform under above subsections a, b or c. However, notwithstanding anything contained herein to the contrary, for the failure of Contractor to provide Collection services for a period of three (3) consecutive scheduled working days (excluding Force Majeure circumstances), the City may secure Contractor's billing records on the fourth (4th) working day in order to provide interim Collection services until such time as the matter is resolved and Contractor is again able to perform pursuant to this Agreement; provided, however, if Contractor is unable for any reason or cause to resume performance at the end of fifteen (15) working days all liability of the City under this Agreement to Contractor shall cease and this Agreement may be deemed terminated by the City.

35.2 In the event of the aforesaid events specified in the above subsection and except as otherwise provided in said subsection, termination shall be effective upon the date specified in the City's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the City under this Agreement to Contractor shall cease, and the City shall have the right to call the performance bond or collect on the full amount of the irrevocable letter of credit and shall be free to negotiate with other Contractors for the operation of the herein specified services. For failure to perform Contractor shall reimburse the City all direct and indirect costs of providing interim Solid Waste collection services.

EXHIBIT A

35.3 Contractor recognizes that the failure on its part to comply with the terms of this Agreement is likely to cause irreparable damage to the City and damages at law would be an inadequate remedy. Therefore, Contractor agrees that in the event of a breach or threatened breach of any of the terms of the Agreement by Contractor, the City shall be entitled to an injunction restraining such breach or to a decree of specific performance, or both without showing or proving any actual damage, together with recovery of reasonable attorney's fees and costs incurred in obtaining said equitable relief until such time as a final and binding determination is made by the court. The foregoing equitable remedy shall be in addition to, and not in lieu of, all remedies or rights which the City may otherwise have by virtue of any breach of this Agreement by Contractor.

35.4 The City shall be entitled to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement. The City shall also be able to seek injunctive relief to prohibit any act or omission by Contractor or its employees that constitutes a violation of any applicable law, is dishonest or misleading. Contractor expressly consents and agrees that the City may, in addition to any other available remedies, obtain an injunction to terminate or prevent the continuance of any existing default or violation, or to prevent the occurrence of any threatened default by Contractor of this Agreement.

SECTION 36

AGREEMENT MODIFICATIONS DUE TO PUBLIC WELFARE, CHANGE IN LAW OR CHANGE IN ORDINANCES OR REGULATIONS

36.1 The City shall have the power to make changes in this Agreement as the result of changes in law or of the City or County Code to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing Residential and Commercial Solid Waste Collection Services as shall from time-to-time be necessary and desirable for the public welfare. The City shall give Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Residential Solid Waste Collection Services and Commercial Solid Waste Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of Contractor.

EXHIBIT A

36.2 The City and Contractor understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Contractor agrees that the terms and provisions of the City Code, as now exists or as may be amended in the future, shall apply to all the provisions of this Agreement and the customers of Contractor located within the Service Area. In the event any future change in the City Code materially alters Contractor's obligations, then Contractor shall be entitled to an adjustment in the Collection charges established under this Agreement and the City shall not unreasonably withhold such compensation. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of public welfare or due to change in law. When such modifications are made to this Agreement, the City and Contractor shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of Contractor due to any modification in the Agreement under this Section. Failure to reach an agreement under this Section shall allow either party, upon sixty (60) days' written notice to terminate service under this Agreement.

SECTION 37 INDEPENDENCE OF AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto, or as constituting Contractor as an agent, representative or employee of the City for any purpose whatsoever. Contractor is to be, and shall remain, an independent Contractor with respect to all services performed under this Agreement. Contractor shall be solely responsible for the acts and omissions of its officers, agent, employees, permitted Contractors and permitted subcontractors.

SECTION 38 EMPLOYEE STATUS

Persons employed by Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

SECTION 39 EQUAL OPPORTUNITY EMPLOYMENT

Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoffs or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

EXHIBIT A

SECTION 40 FORCE MAJEURE

40.1 Either party shall be excused from performance (except for each party's payment obligations hereunder) when its non-performance was caused directly or indirectly by an Event of Force Majeure. The affected party shall give to the other party prompt written notice of the Force Majeure reasonable full particulars concerning it. Thereupon the obligations of the party giving the notice so far as they are affected by the Force Majeure shall be suspended during, but no longer than the continuance of, the Event of Force Majeure and for a reasonable time thereafter required to remedy the physical damage and/or return to normal operations.

40.2 Any party excused from performing any obligation under this Agreement pursuant to this Section shall promptly, diligently and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the Agreement.

40.3 The party whose performance is excused due to the occurrence of an Event of Force Majeure shall, during such period, keep the other party duly notified of all such obligations under this Agreement.

40.4 No Event of Force Majeure shall excuse either party from its payment obligations hereunder and the City shall not be liable for any loss by Contractor due to an Event of Force Majeure.

SECTION 41 RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same; nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 42 LAWS TO GOVERN

This Agreement shall be governed by the laws of the State of Florida and the City both as to interpretation and performance. The parties agree that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the State of Florida Fifth Judicial Circuit Court located in Lake County.

SECTION 43 COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, and permitted subcontractors shall comply with all federal, state and local laws, ordinances, rules, and regulations.

EXHIBIT A

SECTION 44 SEVERABILITY

If any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 45 TITLE TO WASTE

Contractor shall have title to all Residential and Commercial Solid Waste Collection from Collection until delivery to the Designated Disposal Facility.

SECTION 46 ASSIGNMENT OR SUBCONTRACT

No assignment or subcontract of this Agreement or any right occurring under this Agreement shall be made in whole or in part by Contractor without the express written consent of the City Council. Assignment shall include any transfer of twenty percent (20%) of stock or control in Contractor unless said transfer of stock or control is in a publicly held company. The City Council shall have full discretion to approve or deny, with or without cause, any subcontract, any proposed assignment or assignments by Contractor. However, approval shall not be unreasonably withheld. Any assignment or subcontract of this Agreement made by Contractor without the express written consent of the City Council shall be null and void and shall be grounds for the City to declare a default of this Agreement and immediately terminate this Agreement by giving Contractor written notice. Upon the date of such notice this Agreement shall be deemed terminated and upon such termination all obligations of the City under this Agreement to Contractor shall cease. The City shall be free to negotiate with other Contractors or any other person or company for the service which is the subject of this Agreement. When an assignment is approved by the City, the assignee shall fully assume all the terms, obligations, covenants and promises of Contractor provided for herein and shall so indicate in writing prior to the request for approval.

SECTION 47 MODIFICATION

This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 48 LOCAL IMPROVEMENTS

The City reserves the right to construct any roadway improvement or to permit construction in any street, road or alley, which may have the effect of preventing Contractor from traveling its accustomed route or routes for Solid Waste Collection. The City shall communicate anticipated roadway improvements/closures to Contractor as promptly as possible. The Contract

EXHIBIT A

Administrator and Contractor shall work together to aid Contractor's continuation of Solid Waste Collection Services through an acceptable, passable, route to the same extent as though no interference existed upon the streets, roads or alleys formerly traversed. This shall be done without extra cost to the City.

SECTION 49 REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is to be interpreted as a penalty upon any party to this Agreement. The parties hereby agree that the rights of the City in the event Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire such certainty with regard to such matters.

SECTION 50 NO CONTINGENT FEE

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee or agent working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee or agent working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach of violation of this provision, City shall have the right to terminate the Agreement without liability, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 51 ENTIRE AGREEMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 52 LEGAL REPRESENTATION

It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that the Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

EXHIBIT A

SECTION 53
EFFECTIVE DATE

This Agreement shall become effective on February 1, 2026.

CITY:
CITY OF UMATILLA

CONTRACTOR:
WASTE MANAGEMENT INC. OF FLORIDA

By: Christopher Creech, Mayor

By: David M. Myhan



Business Impact Estimate Exemption

Ordinance 2025- N, Solid Waste Franchise Agreement

Summary of Ordinance: AN ORDINANCE OF THE CITY OF UMATILLA, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF UMATILLA AND WASTE MANAGEMENT INC. OF FLORIDA; GRANTING AN EXCLUSIVE FRANCHISE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE WITHIN THE CITY LIMITS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a

¹ See Section 166.041(4), Florida Statutes.

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 30, 2025

MEETING DATE: December 2, 2025

SUBJECT: Resolution No. 2025-30B Fee Schedule Update

BACKGROUND SUMMARY:

The City Council of the City of Umatilla adopted Ordinance 2023-31 repealing all user fees in the Code of Ordinances. The Council then adopted Resolution 2024-01 establishing new fee schedules for the City. The City Council has since determined that there is a financial need to increase certain fees to meet service demands and fairly distribute costs without placing an undue burden on taxpayers. The Council now seeks to adopt an updated fee schedule, effective immediately and subject to future amendments by resolution. Previously adopted fee schedules included Exhibit J – Utility Services, and the City Council has determined that updates to Exhibit J are necessary to reflect current solid waste service costs.

RECOMMENDATIONS:

Approval of Resolution No. 2025-30B, Fee Schedule Update

FISCAL IMPACTS:

N/A

ATTACHMENTS:

1. Resolution No. 2025-30B, Fee Schedule Update
 2. Exhibit J Fee Schedules
-

RESOLUTION NO. 2025-30B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UMATILLA, FLORIDA, AMENDING EXHIBIT J OF THE CITY FEE SCHEDULE TO UPDATE RESIDENTIAL AND COMMERCIAL SOLID WASTE FEES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla adopted Ordinance 2023-31 repealing all user fees in the Code of Ordinances; and

WHEREAS, the City Council of the City of Umatilla adopted Resolution 2024-01 adopting fee schedules for the City of Umatilla; and

WHEREAS, the City Council finds that the City has the financial need to increase certain fees and charges to address the needs of the City's customers and to fairly apportion the fees so as not to cause an undue burden on the taxpayers of the City of Umatilla; and

WHEREAS, the Umatilla City Council desires to adopt an updated fee schedule to take effect as of the Effective Date hereof, and which may hereafter be amended by further resolution of the Council; and

WHEREAS, The City Council previously adopted fee schedules for miscellaneous services, including Exhibit J – Utility Services. The City Council has determined that updates to Exhibit J are necessary to reflect current solid waste service costs. The recitals are true and correct and are incorporated herein.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein and made a part hereof by reference.

Section 2. Fee Schedule. The City Council hereby adopts the updated Residential and Commercial Solid Waste Fee section of Exhibit J – Utility Services Schedule attached hereto and incorporated herein. This section of Exhibit J supersedes all prior versions. No other exhibits are amended.

Section 3. Repeal and Conflicts. All resolutions establishing user fees and charges for goods and services identified in the Exhibits hereto, enacted on or before the date of the final approval of this Resolution are repealed.

Section 4. Savings Clause. If any section, sentence, clause, phrase, or word of this Resolution is for any reason held, or declared to be, unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Resolution without such unconstitutional, invalid, or inoperative part therein; and the remainder of this Resolution, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not

been included herein; or if this Resolution or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances, or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 5. Effective Date: This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Umatilla, Florida, held on the _____ day of _____, 2025.

CITY OF UMATILLA, FLORIDA

BY: _____
Christopher R. Creech, Mayor

ATTEST:

Jessica Burnham, CMC, FCRM City Clerk

Jennifer Cotch, City Attorney

CURRENT RATES

Residential Garbage Collection	23.16
Yard trash exceeding 3cu yards	10.25/cy

Commercial Garbage Collection	
Standard 32 gallon toters	27.77

Commercial Dumpster Service	2 Yard Dumpster	4 Yard Dumpster
1 dump/week	119.21	234.52
2 dumps/week	240.60	467.79
3 dumps/week	360.58	702.46
4 dumps/week	480.81	900.97
5 dumps/week	601.71	1,170.68
Extra dumps per pickup	16.38	33.11

	6 Yard Dumpster	8 Yard Dumpster
1 dump/week	335.45	444.02
2 dumps/week	673.41	880.43
3 dumps/week	1,010.03	1,319.30
4 dumps/week	1,377.94	1,759.74
5 dumps/week	1,684.15	2,178.55
Extra dumps per pickup	52.30	67.62

Exhibit J

Residential Garbage Collection	32.94
Bulk trash exceeding 3cu yards (per yd)	28.10
Special pick-up charge per yd (2yd min)	31.95

Commercial Garbage Collection	
Standard 32 gallon toters	43.40

Commercial Dumpster Service	2 Yard Dumpster	4 Yard Dumpster
1 dump/week	167.25	329.34
2 dumps/week	329.35	544.24
3 dumps/week	491.25	764.43
4 dumps/week	642.30	973.90
5 dumps/week	793.15	1,243.23
Extra dumps per pickup	168.50	248.50

	6 Yard Dumpster	8 Yard Dumpster
1 dump/week	491.25	653.20
2 dumps/week	830.10	1,115.70
3 dumps/week	1,173.90	1,572.55
4 dumps/week	1,517.85	2,023.90
5 dumps/week	1,862.15	2,486.45
Extra dumps per pickup	366.85	490.95



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: November 19, 2025

MEETING DATE: December 2, 2025

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

BACKGROUND SUMMARY:

The owner is seeking a rezoning from Planned Unit Development (PUD) to Low Density Residential (R-3). The existing PUD (Ordinance 2006-A) allowed for 40 single family homes with a minimum lot width of 75' at the front setback line (2.1 units/acre). The applicant would like 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).

RECOMMENDATIONS:

City Council to Approve Final 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.

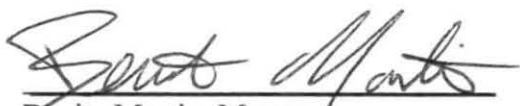
Section 2: Severability.

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

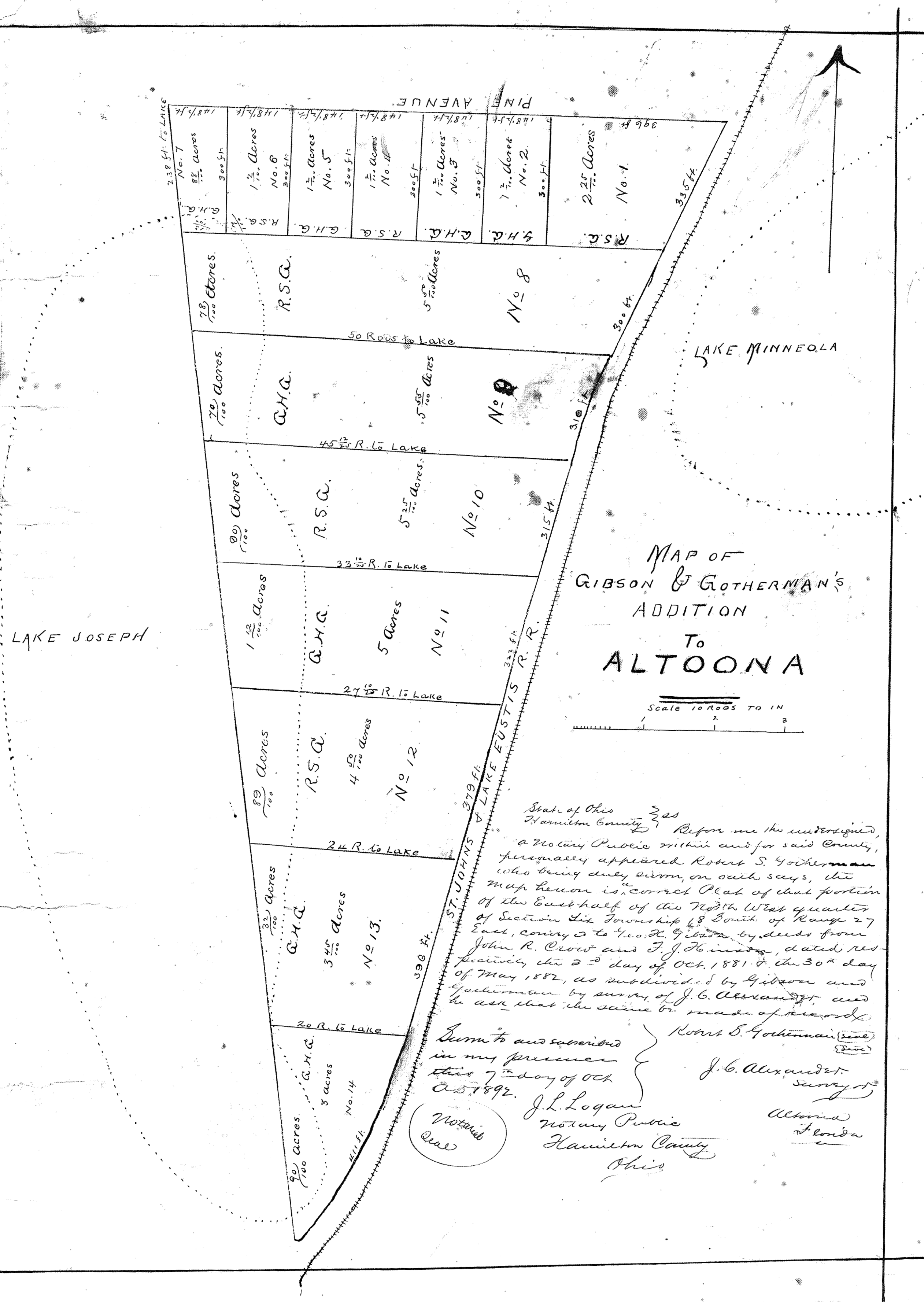
EXHIBIT B

1

38

1

38



I hereby certify this Plat was filed
for record in the office of the Clerk of
Circuit Court in and 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.

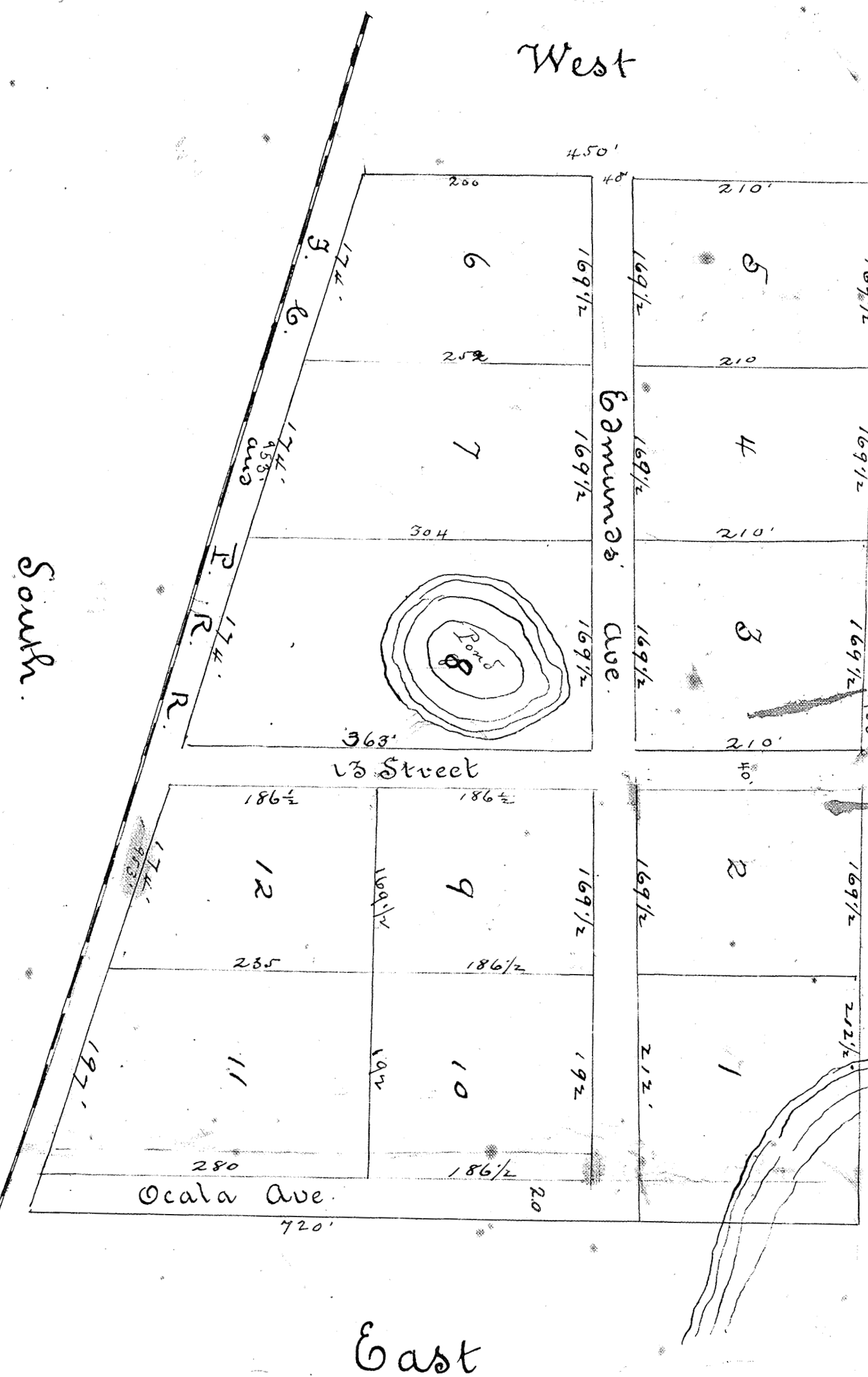
Witness my hand and official
seal at Tallahassee, Fla.
H. H. Duncan Clerk

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

I, H. H. Duncan, Clerk Circuit Court in and for Lake County, Florida,
certify that this plat was filed in my office for record December 31st A.D.,
1892, and afterwards recorded in Plat Book No. 1, at page 38.
Witness my hand and seal of office
H. H. Duncan Clerk

Court
Seal

Scale 10.
Scale 1 inch = 100 feet



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

Witness my hand January 6th 1893.

H. H. Duncan Clerk

Commissioner of
Land and Survey
State of Florida



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: November 19, 2025

MEETING DATE: December 2, 2025

SUBJECT: Discussion on City Council Salaries

BACKGROUND SUMMARY:

At the November 18th council meeting, staff was directed to review the surrounding cities' salaries for elected officials. The attached document shows the salaries for the cities that responded.

The current salary for council members was adopted via Ordinance 2016-A at \$400 per month. If the Council wishes to increase its compensation, a revised Ordinance will be required.

RECOMMENDATIONS:

Staff recommends that the Council review the comparison data and consider whether an adjustment to Council compensation is warranted. If the Council wishes to proceed, staff can prepare a revised Ordinance reflecting the updated salary amount for future consideration.

FISCAL IMPACTS:

TBD

ATTACHMENTS:

1. Attachment #1 Ordinance No. 2016 A RECORDED
 2. Attachment #2 Lake County Council Member Salaries 2025
-



ORDINANCE 2016 - A

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE II, SECTION 2-16 OF THE CITY OF UMATILLA CODE OF ORDINANCES; SETTING A NEW SCHEDULE OF COMPENSATION FOR THE CITY COUNCIL AND MAYOR; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Umatilla is empowered by Article III, Section 4 of the City Charter to change the rate of pay by ordinance; and

WHEREAS, per diem rate adjustments for City Council members and the Mayor were adopted by Ordinance 2008-U; and

WHEREAS, the City Council has concluded that the rate of pay for City Council members and the Mayor should be transitioned from a per meeting basis to a monthly basis;

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

SECTION 1. Adoption

Chapter 2, Section 2-16(1) of the City of Umatilla Code of Ordinances is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions):

Section 2-16. Compensation.

The City Council and Mayor shall be compensated as follows:

- (1) The city council members and mayor shall receive the sum of ~~one hundred fifty dollars (\$150.00) per diem~~ four hundred dollars (\$400) per month for regular and special city council meetings and workshops attended.
- (2) No council member shall be paid any sum as compensation accruing after the date of the council member's resignation, death, recall, impeachment, or the conclusion of the council member's term of office.
- (3) Each councilmember shall be allowed two absences from regular or special meetings each year with pay, and in all other absences pay may be allowed at the discretion of the city council.
- (2) (4) In the event that the duly elected mayor is unable to fulfill the duties of the office and the president of the city council is required to fill the position as acting mayor, an additional stipend of two hundred twenty-five dollars (\$225.00) per month shall be paid to the elected official performing both duties as council president and acting mayor.
- (3) (5) The planning and zoning board members shall receive fifty dollars (\$50.00) per diem per planning and zoning board meeting attended.

SECTION 2. Inclusion in the Code. It is the intention of the City Council of the City of Umatilla and it is hereby provided that the provisions of this Ordinance shall be made a part of the Umatilla Code of Ordinance; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation.

SECTION 3. Severability and Conflicts. If any portion of this ordinance is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION 4. Effective Date: This Ordinance shall take effect immediately upon adoption.

PASSED AND ORDAINED at a regular meeting of the City Council of the City of Umatilla, Florida, this 3rd day of May, 2016.



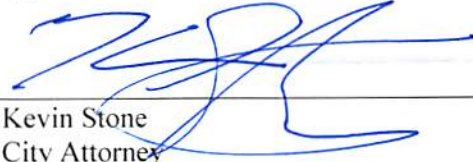
Brian Butler
Mayor

Attest:



Karen Howard, CMC
City Clerk

Approved as to Form:



Kevin Stone
City Attorney

Passed First Reading: 04/19/2016
Passed Second Reading: 05/03/2016

[Seal]



ATTACHMENT #2

Lake County Council Member Salaries

Astatula	Mayor \$500 per month Council Member \$150 per month
Clermont	Mayor \$818 per month Council Members \$692 per month
Eustis	Mayor \$896 per month City Commissioner \$735 per month
Fruitland Park	Mayor and City Commissioners make \$1,000 per month
Groveland	Mayor and City Commissioners make \$765 per month
Howey-in-the-Hills	Mayor \$500 month Mayor Pro Tem \$250 month Council Member \$200 month (Looking at doubling these amounts for next year but nothing has been decided yet)
Lady Lake	Mayor \$888.62 per month Commissioner \$802.62 per month
Leesburg	Mayor \$1,518 per month City Commissioner \$1,086 per month
Mascotte	Mayor \$708.57 per month Mayor Pro Tem \$579.75 per month Council Member \$515.32
Minneola	Has not responded
Montverde	Mayor and City Commissioners make \$500 per month
Mount Dora	Mayor \$1,014.27 per month Council Member \$584.21 per month

ATTACHMENT #2

Lake County Council Member Salaries

Tavares	Current annual Council salary is \$8,407.08, and is based on the following: Each member of the city council shall receive an annual base salary of \$5,000, and the Mayor shall receive an additional stipend of \$1,000 per year. The base annual compensation for city council members shall be automatically adjusted on October 1 of each year, calculated at the rate of \$.40 per resident, based on the city's most recent estimate prepared by the Bureau of Economic and Business Research of the University of Florida, or such other reliable population index adopted by the council by resolution
Umatilla	Mayor \$500 per month Council Member \$400 per month



CITY OF UMATILLA

AGENDA ITEM STAFF REPORT

DATE: November 25, 2025

MEETING DATE: December 2, 2025

SUBJECT: City Attorney Report

BACKGROUND SUMMARY:

PFAS are long-lasting “forever chemicals” found in firefighting foam and many industrial products that can contaminate groundwater and drinking water. They are linked to health risks, and new EPA rules require cities to test for them and possibly install expensive treatment. By participating in the national PFAS settlements, the City can recover costs instead of placing the burden on our local taxpayers.

What are PFAS? These are "[perfluoroalkyl and polyfluoroalkyl substances](#)" and are a group of man-made chemicals used in a wide range of products for their resistance to heat, grease, and water. Due to their persistence, they can accumulate in the environment and the human body, where exposure has been linked to various health concerns like reproductive issues, reduced immune response, and an increased risk of certain cancers.

RECOMMENDATIONS:

Authorize the City Manager and City Attorney to execute all documents necessary to engage Stag Liuzza, LLC and deBeaubien, Simmons, Knight, Mantzaris & Neal, LLP for legal services related to the AFFF/PFAS litigation and settlement process, and to take all actions required to submit the City’s claims and supporting documentation.

FISCAL IMPACTS:

TBD

ATTACHMENTS:

1. Contract for Legal Services btwn City of Umatilla and DSK.D
-

CONTRACT FOR LEGAL SERVICES AFFP PFAS LITIGATION

The **City of Umatilla** (hereinafter the “Client”) hereby retains STAG LIUZZA, LLC (through attorney Michael Stag, LLC) and deBEAUBIEN, SIMMONS, KNIGHT, MANTZARIS & NEAL, LLP (through attorneys Daniel F. Mantzaris and Thomas F. Neal) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in Aqueous Film-Forming Foams Litigation MDL No. 2873 (“AFFF”) related to the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam, (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _____
 Name Telephone E-mail

Business Matters: _____

Name	Telephone	E-mail
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Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely manner, sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client's right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client's behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any expert, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel that Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding (“Action”) or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any matter and officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such a representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. For any recovery made, Client understands and agrees that the total Attorneys' fee will be divided as follows: 25% to DSK LAW and 75% to STAG LIUZZA, LLC.

These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for the common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not

be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will make reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all the Attorneys' third-party vendors to do the

same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by a written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any contingent attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

10. RULES REGULATING THE FLORIDA BAR - RULE 4-1.5(f)(4)(A)

- (i) The undersigned client has, before signing this contract, received and read the statement of client's rights and understands each of the rights set forth in it. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the undersigned lawyer(s).
- (ii) This contract may be cancelled by written notification to the lawyer at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the client is not obligated to pay any fees to the attorney for the work performed during that time. If the lawyer has advanced funds to others in representation of the client, the lawyer is entitled to be reimbursed for amounts that the lawyer has reasonably advanced on behalf of the client.

EFFECT OF SIGNING

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CITY OF UMATILLA

Date

By: _____

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Date

**DANIEL F. MANTZARIS FOR deBEAUBIEN,
SIMMONS, KNIGHT, MANTZARIS & NEAL,
LLP**

UMATILLA POLICE DEPARTMENT PRESS RELEASE

November 10, 2025 through November 17, 2025

ARREST

11/15/2025	10:54 a.m.	Smith, Jeffrey Raymond Altoona	Battery 2 counts.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

n/a			
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REPORTS FILED

11/10/2025	11:28 p.m.	Officers responded to a suspicious vehicle parked and running outside of the Sunoco located at 793 South Central Avenue. Contact was made with driver. Driver was an employee and locking up for the night.
11/11/2025	5:07 a.m.	Officers responded to the Circle K located at 391 North Central Avenue reference a suspicious vehicle. Officers checked out with driver all was okay.
11/11/2025	4:56 p.m.	Officer was flagged down in the area of Lake Smith Road and State Road 19. Person had found a wallet that had their ID in it. Officer was able to locate the owner and return the wallet.
11/12/2025	7:41 p.m.	Officers responded to the Dollar General located at 42420 State Road 19 reference a shoplifter in progress. Store employee confronted subject and received the items back before officers arrived. The subject was trespassed.
11/14/2025	8:07 a.m.	Officers responded to the area of North Central Avenue and Cassady Street reference a suspicious person. Officers checked out with person.
11/14/2025	9:22 a.m.	Officers responded to a verbal disturbance at a residence in the area of East Collins Street.
11/14/2025	1:31 p.m.	Officers responded to a suspicious person call in the area of Fish & Chix located at 100 North Central Avenue. All was okay information was provided to person reference causing disturbances.
11/15/2025	4:17 a.m.	Officers responded to a business alarm at Taco Bell located at 356 North Central Avenue. Building was secure all was okay.

UMATILLA POLICE DEPARTMENT PRESS RELEASE

November 10, 2025 through November 17, 2025

ARREST

11/16/2025	1:08 a.m.	Officers responded to McDonalds located at 400 Hatfield Drive reference an irate customer in the drive thru. Person was gone on arrival.
11/17/2025	2:34 p.m.	Officers responded to the Umatilla Elementary School to assist the Department of Children and Families with commencement of a case.
ARRESTS		1
DISPATCHED CALLS		127
TRAFFIC STOPS		25
TRAFFIC CITATIONS ISSUED		4

UMATILLA POLICE DEPARTMENT PRESS RELEASE

November 18, 2025 through November 24, 2025

ARREST

11/22/2025	3:04 p.m.	O'Sullivan, Zackary Live Oak	2 Counts: Possession of weapon: or ammo by a convicted Florida felon.
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CRIMINAL CITATIONS REQUIRING COURT APPEARANCE

11/20/2025	11:26 p.m.	Dilmore, Kyle Lady Lake	Driving while license suspended with knowledge.
11/23/2025	8:12 a.m.	Campbell, Lamar Leesburg	Driving while license suspended knowingly.
11/24/2025	10:06 p.m.	Bird, Caleb Winter Garden	Reckless driving.

REPORTS FILED

11/18/2025	2:16 a.m.	Officers responded to the area of Hatfield Drive reference a suspicious person. Person was located and left the area.	
11/18/2025	2:54 p.m.	Officers responded to a verbal dispute in progress in the area of Turtle Run. Argument was verbal in nature. Parties were separated.	
11/18/2025	6:55 p.m.	Officers responded to the area of Highland Avenue reference a person needing medical attention. Turned over to EMS.	
11/19/2025	2:17 p.m.	Officers responded to a suspicious person call inside the laundromat located at 915 North Central Avenue. All was okay when officers arrived EMS was not needed.	
11/19/2025	7:31 p.m.	Officers responded to the area of Orange Lane and Budd Avenue reference a suspicious person. Person was checked out with officers and left the area.	
11/20/2025	6:28 a.m.	A resident reported that a bike and personal items were left near her trash cans that did not belong to them. Officers were able to locate the person that they belonged to so that she could retrieve her items.	
11/21/2025	11:02 p.m.	Officers responded to the Circle K located at 42404 State Road 19 reference a person needing medical attention. Person was turned over to EMS and was transported to Advent Waterman.	

UMATILLA POLICE DEPARTMENT PRESS RELEASE

November 18, 2025 through November 24, 2025

ARREST

11/21/2025	1:22 a.m.	Officers assisted the Lake County Sheriffs Office with a miscellaneous service call in the area of Saltsdale Road. While out walking their dog they heard someone running on their property. They ran in and checked their cameras while officers found big bear tracks in the dirt.
11/21/2025	11:54 a.m.	A road rage incident occurred in another jurisdiction. Both parties stopped at the PD nothing criminal occurred. Information was given to both parties.
11/22/2025	6:47 a.m.	Officers responded to the area of Ball Park Road and Larken Park reference a suspicious vehicle parked there. Both parties were sleeping. Officers woke them and reminded them of the park hours.
11/22/2025	9:01 p.m.	Officers responded to a noise complaint in the area of Bear Hammock Road. When officer arrived the music was turned off.
11/22/2025	11:43 p.m.	Officers responded to a noise complaint in the area of East Collins Street.
11/23/2025	8:11 p.m.	Officers responded to Dollar General located at 42420 State Road 19 reference a customer finding lots of needles near the donation box. Officers placed all needles into a sharps container and they will be properly disposed of.
11/24/2025	6:43 p.m.	Officers responded to the boat ramp on Lakeview Street reference a concerned citizens call that a boat was on the water with no lights on. Caller advised they believed they were now taking the boat out of the water. Officers met with them and gave them information reference boat ramp hours.

ARRESTS	4
DISPATCHED CALLS	138
TRAFFIC STOPS	44
TRAFFIC CITATIONS ISSUED	6